

GENERAL DELIVERY BUSINESS TERMS AND CONDITIONS

ROBE lighting s.r.o. Company

Part I.

Introductory Provisions

1. General Delivery Business Terms and Conditions of ROBE lighting s.r.o. Company (hereinafter only as „**Delivery Conditions**“) regulate, in compliance with generally binding legal regulations, applicable conditions of Purchase Contract for Supply of Goods between Robe lighting s.r.o. as a Contractor (whose goods are subject to delivery) on the one hand and the Customer (who is supplied the goods) on the other hand, and they further regulate rights and duties of Contractual Parties arising from this Purchase Contract for Supply of Goods.
2. These Delivery Terms form an inseparable part of (i) Distribution Contract for Future Deliveries and Redistribution of Goods in agreed areas concluded between ROBE lighting s.r.o. Company as the Contractor (whose goods will be delivered) and the Customer (who is supplied the goods), and (ii) any Purchase Contract for Delivery of Goods concluded (whether single or in connection with Distribution Contract or another general contract) between ROBE lighting s.r.o. Company as the Contractor on the one hand and the Customer on the other hand, whereas the subject of such Purchase Contract for Delivery of Goods is a commitment of the Contractor to deliver the agreed goods properly and timely to the Customer, and to transfer the proprietary rights to the goods onto the Customer; and the Customer's commitment to accept the goods thus agreed and to settle the agreed purchase price according to the agreed payment terms (thus specified in Purchase Contract for delivery of Goods hereinafter only as „**Purchase Contract**“).

Part II.

Parties of Contractual Relations, Regulation of Contractual Relation

1. Parties of Purchase Contract are:
 - a. ROBE lighting s.r.o., Company, residing at Rožnov pod Radhoštěm, Hážovice 2090, Post Code 756 61, Czech Republic, ID No. 640 88 791, as the Contractor-Seller (ROBE lighting s.r.o. Company hereinafter also as „**Contractor**“).
 - b. Customer-buyer (hereinafter also as „**Customer**“).
2. Contractual relation between Customer and Contractor is governed by Purchase Contract concluded by the above parties (which also includes the following delivery terms), any other contractual agreements between the parties (Distribution Contract, General Contract, Logistics Contract, Quantity Contract etc.) and relevant generally binding legal regulations. Legal relations established by Purchase Contract are governed by the laws of the Czech Republic, in particular by Act No. 513/1991 Coll., Commercial Code. Application of UN Convention on International Sales of Goods in the contractual relation arising from Purchase Contract is excluded.

Part III.

Formation of Purchase Contract

1. Purchase Contract may be concluded (i) as a single contract (with the will of the parties manifested on the same deed or at the same time), or (ii) based on Customer's order (draft contract) delivered to Contractor; in the latter case the Purchase Contract is concluded at the moment of delivery (acceptance) of „Confirmation of Purchase Order“ by the Contractor (it applies that Contractor is not obliged to accept Customer's order), or by any other timely Contractor's action which may prove that they agree with such an order; such a timely Contractor's action can also be regarded a pro-forma invoice sent to the Customer (as an invitation to settle the purchase price before the goods are supplied).
2. Orders, their confirmations and other acts associated with entering into Purchase Contract may be made in writing or by fax or electronically (by e-mail).
3. Conclusion of Purchase Contract results in Contractor's commitment to deliver the agreed goods to the Customer and to transfer proprietary rights to the Customer, and the Customer's commitment to pay the purchase price to the Contractor as negotiated by payment terms and to take over the delivered goods.
4. Any changes of Purchase Contract may be made only when mutually agreed amendments are made in writing or by fax or electronically (e-mail).
5. Object of Purchase Contract is specified by particular wording of the Contract, by these Delivery Terms (which form a part of the Purchase Contract), or by other contractual agreements between Parties (Distribution Contract, General Contract, Logistics Contract, Quantity Contract etc.) and other conditions enclosed to Purchase Contract as its inseparable part.

Part IV.

Delivery Terms

1. The Contractor shall deliver goods specified in Purchase Contract to the Customer under the FCA terms (Incoterms 2010); the Contractor's plant is located in: Valašské Meziříčí, Palackého 232, Post Code 757 01, Czech Republic, unless agreed otherwise in the wording of Purchase Contract. Under such delivery terms the Contractor shall provide loading onto an outgoing vehicle at his own expense; in such case, risks of damage to the goods during their loading shall be borne by the Contractor.

2. Handover and takeover of the goods between the Parties (or a carrier) shall be furnished by a handover certificate (e.g. delivery note, packing list, or another proof of delivery).
3. In case that the Contractor is unable to meet the agreed delivery date, he shall inform the Customer without any undue delay. Contractual parties shall agree on further procedure so that the Customer's interests are jeopardised at minimum. If a serious reason does not prevent it, the Contractual parties shall agree on changes of delivery date made by amendment to Purchase Contract.
4. The Contractor's responsibility for delay in delivery of goods is excluded in circumstances having the character of force majeure. In such cases Contractual Parties shall agree on alternative delivery date.
5. The Contractor is obliged to pack the goods before their delivery at his own expense by method agreed on in the Purchase Contract, or by method which corresponds with standard delivery method so that they are protected against damage or destruction during their transportation and their storage. Goods shall be delivered packed in such packages which, by their character, are suitable for packing of the specified goods (particularly with respect to their characteristics and further applications), and which protect the goods against damage and destruction (during handling, transport, storage).
6. If nature of goods requires, the Contractor is obliged, as part of delivery, to furnish the Customer with documentation and papers relating to the supplied goods which are needed for takeover and employment of the goods. Documentation shall be supplied in the English language unless agreed otherwise by the Parties. Part of delivery is the Contractor's GTW (see Part 7.2 Delivery Terms).

Part V.

Acquisition of Proprietary Rights, Transfer of Damage Risks

1. Proprietary rights to the goods which form a delivery are transferred onto the Customer at the moment when the Transfer Certificate is confirmed (e.g. delivery note, packing list, or another proof of delivery) by the Customer (or by a person appointed by the Customer, e.g. by authorised carrier).
2. Danger of damage to the goods which form a supply is transferred onto the Customer at the moment the goods are delivered; arrangement of the last sentence of Part 4.1 after a semicolon is not affected.

Part VI.

Payment Terms

1. Every delivery of goods shall be settled by a special payment. Unless other payment terms are expressly agreed on by the Parties, the Customer is obliged to settle the purchase price for the delivered goods not later than five (5) days before the date agreed on in the Purchase Contract. If the period between concluding the Purchase Contract and the agreed date is shorter than five (5) days, the Customer shall be obliged to settle the Purchase Price of the delivered goods not later than the date preceding the delivery date negotiated in the Purchase Contract.
2. Settling the purchase price is to be understood the moment the relevant financial amount is credited to the bank account of the Contractor.
3. In case of Payment Terms negotiated in Part 6.1 of these Delivery Terms, the complete settlement of the Purchase Price is a condition for delivery of the goods. If in this case the Customer is in arrears with settling the Purchase Price (or its part) for more than twenty (20) days, the Contractor is entitled to charge the Customer, apart from other sanctions, a contractual fine of 10% of the Purchase Price of the specified delivery. The Contractor shall also be entitled to withdraw unilaterally from the specified Purchase Contract; the Contractor's entitlement to claim compensation is not affected in any way.

Part VII.

Liability for Defects, Claims, Warranty, Technical Support

1. Delivered goods shall have qualities agreed on by the Contractual Parties. The delivered goods shall be produced in accordance with effective legal and technical standards in the Czech Republic; legal and technical standards in the Customer's country are not binding.
2. Unless agreed by Parties expressly otherwise, the Contractor guarantees the delivered goods according to *General Terms of Warranty and Technical Support of the Contractor* (hereinafter also as „GTW“). The Contractor's GTW have a nature of warranty statement which the customer is familiarised with before entering into Purchase Contract (which the Customer confirms by concluding Purchase Contract) and which is handed over to the Customer in writing together with the supplied goods (as part of package). Warranty is to be understood as warranty for defects in material and workmanship; arrangements of Part 7.8 of these Delivery Terms are not affected.
3. Warranty period begins on the date of delivery of goods on the invoice. Should the goods be not supplied at the same time, the warranty period is calculated for individual product separately. Warranty is provided only for the storage of goods in suitable climatic conditions which correspond with type and nature of the goods.
4. The Customer may lodge claims of liability for defects in the goods not later than the end of warranty period.
5. Liability of the Contractor for defects including claims of the Customer for faulty goods is governed in preference by the Contractor's GTW.
6. The Customer is obliged to claim faulty goods at the Contractor in writing or by fax or electronically (Complaints Protocol), without any undue delay and not later than the end of warranty period. In the claim the Customer is obliged to indicate characteristics of the defect (including detailed description of how the defect manifests itself) and the desired method of settling the claim. The Customer is obliged to claim apparent defects (including quantitative faults) not later than ten (10) working days from the delivery of the goods otherwise the right of liability for such defects expires.

7. The Contractor is obliged to settle the claim in the shortest possible period with regard to the nature of claimed defects (not later than 90 days from the date the defect was announced, unless agreed by the Parties otherwise). For this purpose the Contractor is entitled to examine the claimed goods, or have the goods examined by an authorised person.
8. The Contractor is not liable for defects in goods arising after the risk of damage on goods not caused by the Contractor is transferred, for defects due to mechanical damage or as a result of improper handling, storage, employment as well as for defects caused by the Customer or third persons.

Part VIII.
Sanction Clause

1. In the event of Contractor's late delivery of goods to the Customer, the Customer is entitled to charge a contractual fine of 0,05% of the total purchase price for each even initiated day of delay; the maximum amount of such contractual fine may amount to the total 10% of the total purchase price of the specified delivery.
2. In the event the Customer is in arrears with settling the purchase price (or its part), the Contractor is entitled to charge the Customer, apart from the amount due, also a contractual fine of 0.05% the amount due for each even initiated day of the delay. The Contractor's claim for compensation for any damage is not affected in any way.

Part IX.
Governing Law, Settlement of Disputes

1. The legal relations arising from the Purchase Contract and disputes arising in this context shall be governed by the laws of the Czech Republic, in particular with Act No. 513/1991 Coll., Commercial Code. Application of the UN Application of UN Convention on International Sales of Goods in the contractual relation arising from this Purchase Contract is excluded.
2. Any disputes arising from from the Purchase Contract, including disputes in relations relating to the Purchase Contract, as well as questions of validity or invalidity of the Contract which cannot be settled by negotiations between the Parties, shall be definitely decided by the Arbitral Tribunal of the Arbitration Court of the Chamber of Commerce of the Czech Republic and Agricultural Chamber of the Czech Republic in compliance with arbitration rules of the court; Arbitration tribunal shall consist of three arbitrators. The place of arbitration shall be in Brno. The arbitration shall be conducted in the Czech language and the decision shall be made under the Czech law. Each Contractual Party shall choose one arbiter from the list of arbiters maintained by the secretary of the arbitration tribunal. The two arbiters thus appointed shall shall choose from the list of arbitrators a presiding arbitrator. Unless the Parties have appointed arbitrators within thirty (30) days from the date they are asked by the court to do so, or if the appointed arbitrators within fourteen (14) days do not appoint a presiding arbitrator, then the arbitrator or presiding arbitrator is appointed by the Chairman of the Arbitration Court. The contractual Parties shall submit to the jurisdiction of the Arbitration Court and shall accept Arbitration decision and its enforceability.

Part X.
Final Provisions

1. In the event of any dispute between these Delivery Terms and the wording of the Purchase Contract (contained apart from these conditions), the own wording of Purchase Contract is to be preferred.
2. The wording of the Purchase Contract as well as any information which the Customer learn or learns in connection with its negotiation or implementation (in particular goods, production processes and know-how of the Contractor), shall be treated as confidential by the Customer (hereinafter also as "**Confidential Information**"). Confidential information are not information which is publicly available or known when this information is used or disclosed unless it is publicly available or known due to breaching of statutory or contractual obligations. In case of doubt, it is considered that the information is of confidential character. The Customer shall (i) refrain from using confidential information for purposes other than for purposes of the Purchase Contract and its performance, (ii) shall refrain from revealing or disclosing confidential information to third persons except to their legal representatives. These persons can be revealed confidential information only if they are bound to to keep such information secret as if they were parties of this Contract. Even after termination of the Purchase Contract the Customer is obliged to keep confidential information secret until such information becomes generally known otherwise than by breaching this Contract, or if the Contractor ceases to keep this information secret; when in doubt it is considered that confidentiality remains.

These Delivery Terms Rev.2 come into force on 01.01.2017.

General Terms of Warranty and Technical Support of ROBE lighting s.r.o. products (GTW)

1. Subject to the conditions of clauses 1-9, ROBE warrants the following:
 - a. Finished goods containing Light Emitting Diodes (LEDs) or finished goods used for the reproduction of Video Images (LED Display Systems), will be free from defects in materials and workmanship under normal use of the goods in the industry for a period of 24 months from the delivery time as stated in the Invoice and spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery date as stated in the Invoice. An extension to the LED Warranty Period may be granted to the Customer if stated specifically in writing.
 - b. All other finished goods will be free from defects in materials and workmanship under normal use of the goods in the industry for a period of 24 months from the delivery date as stated in the Invoice and spare parts will be free from defects in materials and workmanship under normal use of the spare parts in the industry for a period of three months from the delivery date as stated in the Invoice. Unless otherwise agreed, ROBE shall only be obliged to be able to deliver spare parts during the warranty term of the finished goods stated in this clause 1.
2. Any warranty claims by Customers based on any defects in finished goods or spare parts, which the Customer discovered or ought to have discovered during the Examination, shall be notified in writing via email to: technical@robe.cz ROBE Technical Centre within 10 business days after the delivery or, where the defect could not reasonably have been discovered during the Examination or where the defect arises after the delivery of the goods or spare parts but within the warranty term stated in clause 1 and within 7 business days after detection of defect or failure if Customer presumed that obtained the finished goods or spare parts as non-defective. Warranty claims notified by Customer to ROBE after the expiration of the warranty term stated in Clause 1 are not accepted.
3. Where any valid warranty claim is notified to ROBE in accordance with the terms of Clause 2 and approved by ROBE's Technical Centre in writing (whose approval shall not be unreasonably withheld), ROBE shall meet its warranty obligations as follows:
 - a. If Customer can be reasonably expected to be able to repair the defect, if it is necessary with the support from ROBE Technical Centre, ROBE may meet its warranty obligations by sending the necessary replacement parts to Customer free of charge / warranty;
 - b. If Customer cannot be reasonably expected to be able to repair the defect, ROBE shall repair or replace the defective finished goods or spare parts, subject to the Customer assigning to ROBE all property rights to such finished goods or spare parts; replacement goods or spare parts will be:
 - i. equivalent or substantially similar to the finished goods or spare parts and
 - ii. new, equivalent to new or re-conditioned; or
 - iii. if none of the foregoing solutions are commercially available in ROBE, ROBE may optionally instead to refund to Customer the net purchase price paid by Customer for the defective finished goods or spare parts less reasonable depreciation of the value due to wear and tear subject to the Customer assigning to ROBE all property rights to such finished goods or spare parts. The Customer shall, within 10 business days of the defective finished goods or spare part being replaced, enquire at ROBE Technical Centre, if the Customer shall return to ROBE replaced defective finished goods or spare parts or destroy the same and may not return such finished goods or spare parts to ROBE, unless ROBE Technical Centre has authorised the return in writing. ROBE shall assume all responsibility and expense for freight on the way to the customer, unless the warranty claim is not valid and Customer shall assume all responsibility and expense for dismantling, removal, re-installation, freight costs on the way back to ROBE and duties in connection with the foregoing. Repair or replacement under the warranties contained herein does not interrupt or extend the warranty term stated in clause 1.
4. The warranties contained herein shall not be applied to any finished goods or spare parts from which any serial number has been removed or which have been damaged or rendered defective:
 - a. as a result of normal wear and tear, wilful or accidental damage, negligence, misuse or abuse;
 - b. due to water or moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes;
 - c. by operation outside the specifications contained in the user documentation;
 - d. by the use of spare parts not manufactured or sold by ROBE or by the connection or integration of other equipment or software not approved by ROBE unless the Customer provides acceptable proof to ROBE that the defect or damage was not caused by the above;
 - e. by modification, repair or service by anyone other than ROBE, who has not applied for and been approved by ROBE in written to do such modification, repair or service unless the Customer provides acceptable proof to ROBE that the defect or damage was not caused by the above;
 - f. Due to procedures, deviating from procedures specified by ROBE; or
 - g. Due to failure to store, install, test, commission, maintain, operate or use finished goods and spare parts in a safe and reasonable manner and in accordance with ROBE's instructions.

5. None of the warranties contained herein shall apply to finished goods or spare parts which are sold "as is", as "second-hand", as "used", as "demo" or under similar qualifications or to the Consumables as defined in this Clause 5. "Consumables" is defined as any part(s) of goods or part(s) for use with goods, which part(s) of goods or part(s) for use with goods are consumed during the operation of the goods and which part(s) of goods or part(s) for use with goods require replacement from time to time by a user such as, but not limited to, light bulbs and smoke fluid. ROBE will provide information on Consumables when requested to do so by Customer.
6. None of the warranties contained herein shall apply, unless the total purchase price for the defective finished goods or spare parts has been paid by the due date for payment.
7. Customer shall have no other remedies in connection with defective finished goods or spare parts than the rights granted pursuant to Clauses 1-9. Except as set forth in the express warranties contained herein, ROBE makes no conditions, warranties, representations, express or implied, in fact or in law, including, but not limited to, any warranties of satisfactory quality, merchantability or fitness for a particular purpose or any warranties arising out of usage or trade, all of which are expressly excluded to the fullest extent permissible by applicable law.
8. The warranties contained herein apply only to the original purchaser and are not assignable or transferable to any subsequent purchaser or end-user.
9. To the extent not contrary to applicable mandatory legislation, ROBE shall only be liable for damage to property and for personal injuries caused as a consequence of defects in the finished goods or spare parts delivered (product liability) to the extent that it is documented that such defect arose due to ROBE's negligent errors or omissions that could not have been prevented by the Examination or other examination by the Customer.

Technical Support:

Worldwide technical support and service of ROBE products is provided through sophisticated and flexible ROBE distribution network. Detailed product info and downloads for products are available from our web pages www.robe.cz/support/. ROBE Technical Centre is ready to answer your questions and help you as much as possible with our products on our HelpDesk website: <https://robelifting.jitbit.com/helpdesk/> or via Hotline mobile number +420 602673777.

Document Rev.2 is valid since 1.1.2017 until new release is released.