

# SANS SOUCI

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<i>Metodika:</i>	Sales
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<i>Název dokumentu:</i>	<b>General Trade Conditions</b>

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## 1. Definition of terms

- 1.1. Terms used in these General Terms & Conditions (hereinafter referred to as „GTC“) with an initial capital letter shall have the following meaning for purposes of GTC.
- 1.2. “SANS SOUCI” means the company SANS SOUCI, s.r.o., ID no. 272 78 727, with registered seat at Řeznická 656/14, 110 00 Praha 1, registered in the commercial register maintained by the Municipal court in Prague, section C, insert 118166 and its subsidiaries.
- 1.3. “Buyer” means a contractual party to Contract other than SANS SOUCI to which SANS SOUCI shall provide goods and/or services stipulated in the Contract.
- 1.4. “Contract” means a sales contract, works contract or an unnamed contract concluded by SANS SOUCI and a third party for the sale and/or delivery and/or rendering of Goods by SANS SOUCI to the third party (i.e. all contracts where a third party stands as a purchaser, client etc. to which SANS SOUCI provides goods and/or services).
- 1.5. “Goods” mean goods and/or services or other types of performance that shall be provided by SANS SOUCI to the Buyer or performed by SANS SOUCI for the Buyer in accordance with the Contract.

## 2. General Provisions

- 2.1. The GTC are applicable to all Contracts, unless explicitly stipulated otherwise by SANS SOUCI and the Buyer. The GTC take precedence over any terms and conditions of the Buyer which are in conflict with the GTC or the Contract.
- 2.2. By concluding a Contract the Buyer confirms acceptance of the GTC and declares that the Buyer understands the contents of the GTC. GTC form an integral part of the Contract and represent a complete mutual agreement between SANS SOUCI and the Buyer.
- 2.3. SANS SOUCI and the Buyer may deviate from the GTC in writing.

### 3. Ordering and conclusion of the Contract

- 3.1. Any offers issued by SANS SOUCI are non-binding unless a validity period of the offer is stipulated or unless the binding nature of an offer is explicitly provided by SANS SOUCI in writing. The Contract shall be concluded upon unconditional acceptance of an offer by the Buyer and a follow-up confirmation by SANS SOUCI, which can be either explicit or factual (by beginning to perform such Contract etc.).
- 3.2. The Buyer shall order Goods in any method of written communication, including e-mails, letters or other forms of communication which enables a clear identification of the Buyer as well as a permanent record of such order. The Buyer shall include all demands and request on Goods in the order. If not included in the order, SANS SOUCI is entitled not to honor such demand or request. SANS SOUCI is entitled to refuse the acceptance of any order.
- 3.3. Regardless of the method used by the Buyer to order, the Contract is concluded only after a written confirmation of such order by SANS SOUCI. The order confirmation must include a specification of Goods, either by the product number according to the valid catalogue or by drawing, visualization or shop drawing including the following data: dimensions, color of glass, technology etc. or dimensions without chain, glass parts material, quality of decoration, surface finish, number of light sources, design solution proposal). Such data are binding only to the extent as stated in the order confirmation. Design variations are allowed. The visualization or drawing depicting the Goods is of purely informative nature and is not binding with respect to the performance of the Contract.
- 3.4. If the specification of Goods included in the order confirmation varies from the Buyer's order, the Contract is concluded only after the Buyer agrees with the order confirmation issued by SANS SOUCI, either explicitly or factually (by performing in accordance with the Contract).
- 3.5. Regardless of the manner of concluding the Contract, the order confirmation issued by SANS SOUCI serves as the defining document in relation to the object of the performance of the Contract and other rights and obligations arising from the Contract.
- 3.6. Should the Buyer request any alterations to the Contract, and should SANS SOUCI accept such alterations, the Buyer is obliged to reimburse all costs associated with the alteration incurred by SANS SOUCI, especially the costs of production and delivery of Goods, administrative activities, documentation, or other costs.
- 3.7. Once concluded, the Contract cannot be unilaterally cancelled by the Buyer, unless SANS SOUCI confirms such cancellation in written. SANS SOUCI is entitled to demand all costs incurred by such cancellation.

### 4. Pricing

- 4.1. Prices are provided EX WORKS (Cvikov, Czech Republic), pursuant to INCOTERMS 2020.
- 4.2. The determining price for Goods shall be included in the order confirmation. If an order confirmation does not contain a price, the Buyer shall be charged in accordance with the valid SANS SOUCI price list.

## 5. Terms of payment

- 5.1. The Buyer shall pay 50 % of the agreed price as a deposit within 7 days of concluding the Contract. The remaining 50 % of the agreed price, plus any other costs agreed upon by the Buyer and SANS SOUCI (freight, insurance, installation etc.) before shipment of the Goods to the Buyer. The Buyer shall always execute payments to SANS SOUCI in accordance with written instructions and payment details provided by SANS SOUCI in an invoice or other manners including all bank fees. In the event of any doubt as to the accuracy of the payment details, the Buyer shall verify that they are up to date by telephone or at the address of SANS SOUCI's registered office referred to in paragraph 1.
- 5.2. The price shall be considered paid, when the sum payable to SANS SOUCI is credited to SANS SOUCI's bank account or otherwise when it is received by SANS SOUCI in a way that leaves the sum at full disposal of SANS SOUCI.
- 5.3. Shall the Buyer not pay his debt to SANS SOUCI properly and in due time, SANS SOUCI is entitled to charge the Buyer with a default interest of 0,05 % of the unpaid debt per every initiated day of the Buyer's default.
- 5.4. Shall the Buyer not pay his debt to SANS SOUCI properly and in due time, SANS SOUCI is entitled to suspend further performance of the Contract as well as other performance pursuant to other Contracts concluded with the Buyer, until the debt is settled by the Buyer – such suspension shall not constitute a breach of the Contract or a delay in performance. The Buyer does not have the right to redress of any injury sustained by such suspension of performance by SANS SOUCI
- 5.5. The Buyer is not entitled to withhold any payments to SANS SOUCI based on any existing claims against SANS SOUCI. The Buyer is also not entitled to set off own claims against any debts towards SANS SOUCI.
- 5.6. SANS SOUCI shall retain the right of ownership to the Goods until the price is paid in full by the Buyer. This provision does not affect the risk of damage to the Goods, which is transferred to the Buyer upon delivery of the Goods. The Buyer is entitled to convey (sell, lease, donate etc.) the Goods after obtaining a written consent from SANS SOUCI prior to such conveyance – in such case, the Buyer shall not dispose of any proceeds of such conveyance until all Buyer's debts towards SANS SOUCI are settled.

## 6. Packaging and Delivery

- 6.1. Goods will be delivered in the appropriate packaging to avoid the risk of damage to the Goods during transportation to the point of delivery. Unless the packaging is specifically agreed upon by the parties to the Contract, it shall be chosen by SANS SOUCI.
- 6.2. Unless stipulated otherwise, deliveries will be made EX WORKS, (Cvikov, Czech Republic) in accordance with INCOTERMS 2020. The delivery date is set forth in the order confirmation issued by SANS SOUCI. Partial deliveries are allowed and may be invoiced for.

- 6.3. In case of the Buyer does not accept the Goods, refuses to accept the Goods or returns the Goods, without meeting the conditions for return or withdrawal from the Contract as stipulated in the GTC or the Contract, the costs associated with the necessary works, storage and/or transportation of the Goods, shall be paid by the Buyer or reimbursed to SANS SOUCI by the Buyer.

## 7. Warranty

- 7.1. SANS SOUCI provides a 24-month warranty for hidden defects of Goods and a 14-day warranty for apparent defects of Goods. SANS SOUCI provides no further warranties, unless explicitly agreed upon in the Contract.
- 7.2. Prior to dispatch, SANS SOUCI shall carefully check whether all Goods, which shall be delivered to the Buyer, are defect-free.
- 7.3. The Buyer must check the delivered transport package prior to accepting, and if the package appears to be damaged in any way that might have had impact on the state of the Goods, the Buyer must refuse to accept the delivery of Goods. The Buyer must inform SANS SOUCI of such refusal. If the delivery is accepted by the Buyer, the Buyer must carefully inspect the delivered goods for any defects and for compliance with the order confirmation and the Contract. The Buyer shall also verify the functionality of the delivered Goods. Failure to do so releases SANS SOUCI from any obligations arising from warranty claims.
- 7.4. Any warranty claims for apparent defects of Goods or discrepancy in Goods must be communicated to SANS SOUCI without any undue delay after the delivery of Goods and no longer than 14 days following delivery. Warranty claims arising from apparent defects and discrepancies made after the aforementioned period shall be considered void.
- 7.5. Any warranty claims for hidden defects of Goods (defects that could not be uncovered by the Buyer while carrying out the inspection pursuant to Art. 7.3. of GTC) shall be communicated to SANS SOUCI within 24 months from the delivery of the Goods. Claims must be made in written, in a letter sent to SANS SOUCI or via e-mail sent to the relevant SANS SOUCI representative or employee. The Buyer must present a copy of the invoice for the Goods and a warranty certificate along with a detailed description and relevant documents, e.g. photographs, capturing the nature of the defect.
- 7.6. Should the Buyer not accept or refuse the delivery of Goods for longer than 30 days, the warranty period shall begin on the day of the first delivery attempt to the Buyer.
- 7.7. Should the installation of the Goods be a part of the Contract, the warranty period begins upon the installation of the Goods. Should the Buyer not allow or refuse the installation of the Goods, the warranty period shall begin on the day of the first installation attempt. Any handling of the Goods before installation releases SANS SOUCI from any liability for damage or warranty claims.
- 7.8. The Buyer must also select a manner of resolving the warranty claim, should it be accepted by SANS SOUCI. The Buyer can demand: a) elimination of defects, or b) reasonable discount from the purchase price.

- 7.9. In case of repeated or irremovable faults, the Buyer may ask to settle the claim by a discount or by replacing the defective Goods with new Goods or by withdrawal from the Contract. Based on an agreement with the Buyer, SANS SOUCI is entitled to propose and carry out an alternative manner of satisfying the warranty claim.
- 7.10. If a warranty claim concerns missing Goods, SANS SOUCI shall satisfy such claim, if found reasonable, either by delivery of missing Goods or by issuance of a credit note for the Buyer, depending on the Buyer's choice.
- 7.11. If defects of Goods are claimed, the Buyer shall also provide the defective Goods in the original package or together with the original packaging upon a SANS SOUCI request.
- 7.12. All Buyer's costs associated with the warranty claim, including the costs of delivery of the Goods to SANS SOUCI, shall be covered by the Buyer.
- 7.13. The warranty provided by SANS SOUCI shall apply only to the Buyer. The Buyer shall not transfer the warranty or any rights arising from the warranty to third parties. The Buyer is entitled to provide warranty to third parties on the Buyer's own account.
- 7.14. The warranty provided by SANS SOUCI does not cover damage to the Goods caused by fire, water, static electricity or other natural disaster, misuse of the Goods including wrong clearing, wear, mechanical damages or wrong adjustment, handling, modifications, repairs or wrong way of use incompatible with the operation manual, technical standards or Czech safety regulations. Furthermore, the warranty does not cover damage to the Goods caused by fall of the product or of its part in case of wrong mounting or wrong dimensioning, design and execution of the hanging device owned by the Buyer or a third party, by exposure to UV light or other inappropriate light frequencies, by tampering with fixing and securing elements of the Goods, damaging the Goods, by surcharge or undercharge in the mains or by operating the Goods at a wrong supply voltage or connecting it to other than allowed power supplies, by keeping it and operating outside the temperature range of -20°C to +45°C, including environment with condensing humidity.

## **8. Liability and Damages**

- 8.1. The liability of SANS SOUCI is limited to damages of the Goods as such, and unless agreed otherwise in writing, the liability cannot exceed the price paid by the Buyer for the Goods.
- 8.2. SANS SOUCI shall never be held liable for other damages, unless its liability is clearly set forth by the law in case of a ruthless action and/or serious negligence. In such case, it is the Buyer who bears the burden of proof.
- 8.3. Any unauthorized modification, failure to respect provided instructions and information or disregard to the regular usage of the Goods and/or other misuse of the Goods constitute grounds to release SANS SOUCI from any liability.

## **9. Force majeure**

- 9.1. In case of circumstances, which could not have been assumed or predicted at the time of conclusion of the Contract and which prevent SANS SOUCI from performing in accordance

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with the Contract, SANS SOUCI is entitled to withhold any further performance of the Contract until the relevant circumstances cease to affect the performance.

- 9.2. Only events that SANS SOUCI could not have avoided or averted, e.g. wars, revolutions, strikes, natural disasters, provisions of state bodies and lack of energy or blackout and lack of material, which have not been caused by SANS SOUCI shall be considered force majeure events or circumstances.
- 9.3. The Buyer is not entitled to any redress for damages incurred as a result of withholding performance under Art. 9.1. GTC or as a result of any other activity or inactivity from SANS SOUCI that was a result of force majeure circumstance.
- 9.4. Shall SANS SOUCI withhold performance pursuant to Art. 9.1. GTC for longer than 12 months, all parties to the Contract gain a right to withdraw from the Contract. A withdrawal pursuant to this provision shall not entitle neither party to the Contract to claim any compensation from the other parties, however, SANS SOUCI shall be entitled to reimbursement of costs incurred in performing the Contract until the withdrawal by a different party.

## 10. Licenses and Authorizations

- 10.1. If any licenses or other authorizations are necessary to create or maintain a business relationship, the contractual party, which resides in the state requiring such licenses or authorizations, shall obtain such licenses or authorizations, unless laws of the country require a different procedure, in which case, such contractual party shall notify the other contractual parties about the required procedure and shall provide all necessary assistance to the other parties in obtaining such licenses or authorizations.
- 10.2. If the party obliged to obtain such license or authorization or to provide all necessary assistance fails to satisfy this obligation, the other party / parties may withdraw from the contract and claim damages caused by failure to fulfill this obligation.

## 11. Intellectual Property

- 11.1. SANS SOUCI is the owner of a registered trademarks in the Czech Republic and in other countries (hereinafter referred to as the "Trademarks").
- 11.2. The Buyer is only entitled to use the Trademarks for the purpose of identifying the Goods. Shall the Buyer convey the Goods to a third person, the Buyer may, with the written consent of SANS SOUCI, mark a display cabinet or another exhibition place where exclusively SANS SOUCI products are placed for sale with the Trademarks.
- 11.3. Any other use of the Trademarks, logos and other intellectual property rights owned by SANS SOUCI, especially in connection with products, services, trademarks, logos and other intellectual property rights of the Buyer or third parties is prohibited.
- 11.4. Any technical documentation, plans, drawings, shop drawing models, brochures, catalogues, etc. handed over to the Buyer shall remain the intellectual property of SANS SOUCI. By accepting these materials, the Buyer undertakes to protect the confidentiality of the

information included in these documents and not to use these documents for purposes other than those for which they were provided.

- 11.5. SANS SOUCI shall not be liable for any infringement of third party's intellectual property rights because of manufacturing or sale of Goods based on drawings, shop drawings, designs, models, specifications or other production documents provided to SANS SOUCI by the Buyer. By providing such documents to SANS SOUCI, the Buyer declares that the Buyer is entitled to exercise all intellectual property rights related to the such documents and/or designs included in such documents in a way that enables SANS SOUCI to manufacture and/or sell the Goods based on such documents and/or render other performance in relation to the Goods based on such documents. In such case, the Buyer must defend, indemnify and hold SANS SOUCI free of any injury against any and all third-party claims based on intellectual property rights, or otherwise related to the manufacture or sale of the Goods according to the documents provided by the Buyer. In the event of a third-party claim against SANS SOUCI based on the infringement of intellectual property rights in connection with the above, the Buyer is obliged to take over negotiations with the third party and to take part in any dispute in place of SANS SOUCI or along SANS SOUCI at its own costs.

## 12. Custom-Made Projects

- 12.1. The following provisions of Art. 12 GTC shall apply to all Contracts under which SANS SOUCI shall provide the Buyer with a customization of the Goods exceeding the normally available variants and/or manufacture or secure manufacturing a unique product based on a design, drawing, shop drawing etc. (hereinafter referred to only as "Shop drawing") that is either presented by the Buyer or drawn up in collaboration with the Buyer and other contracts that require a performance of similar manner from SANS SOUCI.
- 12.2. The Buyer is obliged to inspect the Shop drawing provided by SANS SOUCI no later than 14 days after its delivery and communicate any reservations related to the Shop drawing to SANS SOUCI without any undue delay or approve the Shop drawing in writing.
- 12.3. The parties acknowledge that the Shop drawing confirmed by the Buyer's representative, in particular the Buyer's architect, designer etc., shall be considered a Shop drawing approved by the Buyer.
- 12.4. Any changes to the confirmed Shop drawing requested by the Buyer after its approval will be charged additionally above the agreed price.
- 12.5. Goods manufactured based on a Shop drawing shall be delivered in compliance with this Shop drawing, which is binding to the extent of provided measurable objective data (e.g., size, materials, light sources, number of components, color variant etc.). The visualization depicted in the Shop drawing is of informational nature and thus not binding.
- 12.6. Any delay in approving the Shop drawing by the Buyer extend the production period and delivery period by the same number of days by which the Buyer's approval was delayed.
- 12.7. In case the Custom-Made Project requires on-site installation, the Buyer must provide SANS SOUCI with information on the load capacity (reference tonnage) of the installation site and information on the electrical network specification at the installation site, along with photos of

the installation site, the documentation of fastening and securing elements for the installation of the Custom-Made Project (hereinafter referred to as "Fixing") and the scheme of the installation site and the Fixing with the dimensions and obstacles all no later than 14 days after the delivery of such request.

- 12.8. Before the installation of a Custom-Made Project, the Buyer must secure that the installation site is in a suitable condition for installation, i.e. clean, without dust or any other impurities, and with sufficient space for the necessary scaffolding. The Buyer shall prevent unauthorized persons from accessing the installation site for the purpose of securing safety and protection of property. The Buyer shall confirm readiness of the site one week before the installation date at the latest. If necessary, the Buyer must obtain all required permits and/or other authorizations that are required by the applicable law for installation of a Custom-Made Project.
- 12.9. SANS SOUCI shall not be liable for any damage occurred to or injury suffered by unauthorized persons due to their presence at the installation site. SANS SOUCI shall be released from all damages and warranty claims that are caused by the environment on the installation site.
- 12.10. During the installation of a Custom-Made Project, the Buyer must secure that other on-site works that might interfere or delay the installation. If a delay of installation occurs due to other works being carried out at the installation site or due to failure to comply with the term when such installation should commence, the term of installation shall be prolonged by the number of days corresponding with the number of days of such delay. The Buyer shall pay SANS SOUCI any costs relating to the presence of SANS SOUCI's or third person installers at the installation site.
- 12.11. Unless expressly stipulated otherwise, SANS SOUCI does not supply the Fixing and is not responsible for the design, properties and execution of the Fixing.

### **13. Personal Data Protection**

- 13.1. SANS SOUCI processes the personal data of a natural person in accordance with the applicable legislation of the European Union as well as in accordance with the applicable legislation of the Czech Republic
- 13.2. SANS SOUCI processes personal identification data, especially name and surname, identification number, seat, e-mail address, telephone number and tax identification number, should the Buyer provide them. SANS SOUCI process the personal data for the purpose of communicating with the Buyer, preparation, and performance of the Contract, sending of marketing communication and provision of customer services.
- 13.3. The legal grounds for the processing such personal data is the fulfilment of the Contract, or the execution of measures taken before the conclusion of the Contract at the request of the Buyer, and the legitimate interest of SANS SOUCI.

### **14. Final Provisions**



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- 14.1. The Buyer is obliged to inform SANS SOUCI without any undue delay about any change in the Buyer's identification information, a change in the registered office or other change of similar manner.
- 14.2. The Buyer is obliged to inform SANS SOUCI without any undue delay about any solvency issues, a commencement of the Buyer's insolvency proceedings, or a decision on bankruptcy.
- 14.3. Notwithstanding the provisions above, SANS SOUCI is entitled to terminate or withdraw from the contract: a) in case the Buyer becomes insolvent, b) the Buyer does not intend to take over the Goods or pay the price for the Goods, or c) in the event of a material breach of the Buyer's obligation in the contract or GTC.
- 14.4. If the Contract is terminated for reasons other than proper performance, SANS SOUCI is entitled to reimbursement of all costs incurred in performance of the Contract or in connection with it until its termination. SANS SOUCI is entitled to set off any payment made by the Buyer, in particular the deposit, against the incurred costs.
- 14.5. SANS SOUCI is entitled to change these GTC unilaterally at any time. SANS SOUCI is obliged to notify the Buyer of any such changes by publishing the amended version of GTC on the SANS SOUCI website.
- 14.6. All contracts concluded between SANS SOUCI and the Buyer shall be governed by Czech law. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
- 14.7. The parties to the Contract undertake to try to reach an amicable settlement of disputes arising from their contractual relationship. If an amicable settlement cannot be reached, all disputes arising out of contracts concluded between SANS SOUCI and the Buyer, shall be decided finally by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its rules. The decisions reached by the arbitration court will be recognized by all parties as final and binding.

## 15. Validity

- 15.1. This version of GTC is valid and in effect from September 1st, 2023.