

General Terms and Conditions of Sans Souci, s.r.o. and its subsidiary company Cristal&Cristal, s.r.o.

General provisions

The Purchaser, by buying goods from Sans Souci, s.r.o. and Cristal&Cristal, s.r.o. (hereinafter "Sans Souci") confirms that he accepts these General Terms and Conditions (GTC). These GTC form a framework agreement between Sans Souci and the Purchaser. The present GTC take precedence over all previous versions of GTC. All express agreements between the parties to the contract stay unchanged. These GTC are applicable without any limitations, unless the contractual parties agree to modify conditions in an expressed way.

Ordering

The Purchaser orders goods in any method of written communication, including emails, fax, letter or Internet communication allowing for a clear identification of the Purchaser. Regardless of the method used to order goods, the Order becomes valid after the written confirmation of the Order by Sans Souci. The sample characteristics (color, state and dimensions) noted in catalogues, brochures, sample cards etc., are binding insofar as they are clearly stated in the Order Confirmation. Design variations are allowed. The order confirmed by Sans Souci cannot be cancelled by the Purchaser, unless Sans Souci confirms such cancellation in written.

Packaging

The ordered goods shall be delivered in an appropriate packaging to avoid damages of the goods during transport to the point of delivery.

Prices

The prices given are EX WORKS prices pursuant to INCOTERMS 2000, unless agreed otherwise. Sans Souci reserves the right and privilege to charge prices according to valid pricelists confirmed by the Purchaser.

Product Specification

The goods is specified by the product number according to the valid catalogue or by a drawing, visualization or shopdrawing featuring 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).

The product specified in this way may not be modified without consent of both parties to the contract. Any and all modification of the product design shall influence the purchase price and delivery date. Such a change of conditions shall be confirmed in an appendix to the contract. All costs, which shall arise in connection with the modification, are covered by the Purchaser.

Delivery

Deliveries shall be executed pursuant to INCOTERMS 2000. Delivery dates are subject to the schedule of availability. The delivery date is set forth in the Order Confirmation. Partial deliveries are allowed and may be invoiced for. Transport insurance and possible custom fees are managed pursuant to INCOTERMS 2000. Should the Purchaser not accept the goods or return it without acceptable reasons, he shall pay all costs relating to the transport, transport insurance and custom fees.

Payment Terms

The payment is considered to be completed, if the whole sum payable to Sans Souci is put to Sans Souci's benefit. The Purchaser executes the payment according to written instructions of Sans Souci, either directly to Sans Souci or to a Sans Souci's account. If invoices are not paid on time, Sans Souci has the right to charge the Purchaser a late payment interest of 6% p. a. applying to the period from the due date of the invoice till the date of the effective payment of the sum. In case of late payments, Sans Souci may, at its own discretion postpone or cancel any and all further deliveries, while this shall not be considered as a breach of contract. The Purchaser must not, based on his counterclaim, withhold any payment for the purchase price nor any part thereof. The Purchaser must not deduce his counterclaim from the purchase price without expressed consent of Sans Souci.

Reservation of Copyright

Sans Souci keeps copyright to all delivered goods until the payment of all sums for the goods is complete. The Purchaser must keep such goods separately from other goods. Regardless of previous provisions, the risk of goods passes to the Purchaser at the moment of delivery of goods. The Purchaser may sell the goods under normal commercial circumstances. Any and all income raised by such sale is held by the Purchaser for the benefit of Sans Souci separately from other money up to the moment of payment of all sums for the goods.

Licenses and Authorization

If any licenses or other authorizations are necessary in order to create or maintain a business relationship, the party, which resides in the state requiring such means, provides such licenses or authorizations, unless laws of the country require different procedure. If the party obliged to provide this fails to satisfy this requirement, the other party may withdraw from the contract and claim damages caused by failure to satisfy this requirement.

Claims and Warranty

Prior to dispatch, Sans Souci shall carefully check whether all goods, which shall be delivered to the Purchaser, is fault free. The Purchaser must verify the transport package prior to accepting, and if the package appears to be damaged in any way, he must refuse to accept goods. The Purchaser must inform Sans Souci of this. Furthermore, immediately after delivery, the Purchaser must carefully check the goods for damages and for compliance with the Order. Any claims for apparent damages of goods or discrepancy in the goods must be communicated

to Sans Souci within 14 days following delivery. Claims made after 14 days following delivery shall be considered void. Warranty period for hidden faults is 24 months since the delivery date, unless local laws provide otherwise. Claims must be made in written, in a letter sent to Sans Souci's address. The Purchaser must present a copy of the invoice for the goods and the Warranty Certificate; claims must be supported by a detailed description and relevant documents, e.g. photographs. If faults of goods are claimed, the Purchaser shall include the faulty goods in the original package or together with the original packaging following a Sans Souci's request. Should Sans Souci acknowledge the claim, the Purchaser may, at his own discretion, ask for a free and appropriate elimination of faults or for a reasonable discount. In case of repeated or irremovable faults, the Purchaser may ask to settle the claim by a discount or by replacing the faulty goods with fault free ones or by cancellation of the purchase contract. Sans Souci may, based on an agreement with the Purchaser, propose an alternative method of elimination of faults. If claims concern missing goods and Sans Souci acknowledge the claim, Sans Souci delivers such goods or issues a credit note for the Purchaser depending on the Purchaser's choice. Sans Souci takes no further warranties or obligations, unless expressed and agreed to in the contract.

The warranty provided by Sans Souci does not cover damages by fire, water, static electricity or other natural disaster, misuse of the product 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 damages of the product caused by fire, 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 customer, by tampering with fixing and securing elements of the product, damaging the product by surcharge or undercharge in the mains or by operating the product 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.

Liability and Remedy

The liability of Sans Souci is limited to damages of the goods as such. Sans Souci shall never be 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 this case, it is the Purchaser who bears the burden of proof. An unauthorized modification, failure to respect provided instructions and information or disrespect of normal using of the product and/or other misuse of the goods release Sans Souci from any and all liability.

Storage

Delivered goods must be stored pursuant to conditions set forth by Sans Souci. Should these not be respected, the Purchaser shall bear the risk of all damages, which may appear due to a wrong method of storage. If Sans Souci provides the product installation, too, any handling of the product before it is installed, releases Sans Souci from any liability for damage.

Act of God

In case of circumstances, which could not have been assumed at the time of signature of the contract and which prevent Sans Souci from executing contractual duties, Sans Souci is entitled to withhold fulfillment of such duties until the moment of recovery of normal commercial conditions. Only such 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 Act of God events.

Copyright

Sans Souci is the owner of registered verbal and combined trademarks of Sans Souci in the Czech Republic and other countries. The Purchaser may only use the trademark on Sans Souci products and packages of Sans Souci products for the purpose of identification. Any other use of trademarks, logos and other copyright owned by Sans Souci, mainly in connection with products, services, trademarks, logos and other copyright of the Purchaser or third parties, is prohibited. Using of any copyright of Sans Souci in publications regardless of type of the publication media is subject to prior consent of Sans Souci. Without written consent such publication is prohibited. Any technical document, plans, drawings, models, brochures, catalogues, etc. are still intellectual property of Sans Souci. They are protected by legal provisions against copying, imitation and instances of unfair competition. By accepting these materials, the Purchaser agrees to keep the confidentiality of information and not to use these materials for other purposes than for those, for which they were provided. The Purchaser agrees to bind his customers and resellers (with the exception of end customers) to keep these rules of dealing with the Sans Souci intellectual property.

Final Clauses

Sans Souci reserves the right to modify the General Terms and Conditions (GTC) anytime at its own discretion. The Czech law shall be used to interpret the relationship between parties to the contract. The parties to the contract agree to settle disputes possibly resulting from this relationship. If such settlement is impossible to reach, parties agree that their dispute shall be resolved by the Arbitration Court of the Czech Chamber of Commerce and the Agrarian Chamber of the Czech Republic. The parties declare that the decision of the Arbitration Court shall be accepted by both of them as final and binding. In case of any dispute leading to application of this agreement, the party, which loses the dispute, shall pay all costs thereof.

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