

TERMS AND CONDITIONS OF JABLOTRON ALARMS A.S. FOR THE PURCHASE OF GOODS IN THE ONLINE STORE FOR INSTALLATION AND BUSINESS COMPANIES (B2B)

no. EN_B2B_VOP_01042019_01

I. Introductory provisions

1. These Terms and Conditions regulate the rights and conditions of the buyer and the seller in the sale of goods through the online store operated by the seller at www.eshop.jablotron.cz ("online store"). Some rights and obligations of the seller and the buyer are further regulated by separate Guarantee and Complaints Terms and Conditions. These Terms and Conditions and the Guarantee and Complaints Terms and Conditions are hereinafter also collectively referred to as "Contractual Terms".
2. By placing an order, the buyer confirms that it has acquainted itself with the Contractual Terms as well as with the Guarantee and Complaints Terms and Conditions, that the buyer understands them and agreed to the version currently in effect before placing the order.
3. The Terms and Conditions are available in a printed form in the registered office of the seller and in an electronic form on the online store website, which allows archiving, printing or other form of their reproduction as required by the buyer.
4. The seller is company JABLOTRON ALARMS a.s., reg. No.: 286 68 715, registered office Pod Skalkou 4567/33, Jablonec nad Nisou, 466 01, Czech Republic, registered in the Commercial Register administered by the Regional Court in Ústí nad Labem, section B, file No.1957.

Seller's contact information:

Delivery address: Jablonec nad Nisou, Pod Skalkou 4567/33, 466 01, Czech Republic

Phone +420 483 559 999

E-mail: prodej@jablotron.cz

Web: www.jablotron.com

Bank details: Komerční banka, a.s., acc. No.: 27-7253490257/0100

5. The buyer is a business within the meaning of the Czech law, acting, in entering into and performing the purchase agreement in respect of the goods sold in the online store within the meaning of these Terms and Conditions, in the context of the seller's trade or other business activities.
6. To make a purchase, the buyer is required to log in the online store using its Jablotron ID and the assigned password.
 - a. Jablotron ID can be obtained either upon registration in the online store or in another Jablotron application.
 - b. The password for the online store is assigned to the buyer based on its registration by completing the registration form available after selection of the "Register" link on the home page of the online store.
 - c. In the registration process, the buyer must provide only accurate and complete information as instructed in the registration form. The buyer must inform the seller in writing of any subsequent changes in the information provided upon registration. Filling in the updated information in the account settings in the online store is also considered a written form.
 - d. The seller will inform the buyer of completion of registration in the online store by email to the address provided by the buyer upon registration.

- e. The buyer is obliged to take adequate security measures to ensure the confidentiality of the buyer's password.
 - f. In the event of a reasonable fear that the password could be misused, the buyer is obliged to inform the seller without undue delay and request that the seller either block or change the password, by sending an email to the seller's contact email address referred to in Art. 2 of these Terms and Conditions. The seller will create a new password or block the current one no later than the next working day after receipt of the request of the buyer.
7. The seller is entitled to cancel registration of the buyer in the online store based on the following facts:
- a. the buyer has requested cancellation of registration in writing;
 - b. the buyer has not logged in the online store for more than 1 (one) year;
 - c. the buyer has breached the obligations stipulated in these Terms and Conditions or under applicable law;
 - d. the contractual relationship between the seller and the buyer, which is a precondition of access to the online store, has terminated.

II. Order and entering into a purchase agreement

1. The associated of the offered goods is listed in the online store including the prices and all associated costs of the buyer for the purchase charged by the seller.
2. The seller does not guarantee immediate availability of all items of goods listed in the online store, but it makes adequate efforts to provide up-to-date information about the availability of the goods in the online store.
3. The buyer is aware that the buyer's actions consisting in filling items of goods in the electronic order form provided on the online store website and submission of the form to the seller (by clicking the "Complete Order" button is acceptance of an offer to conclude a purchase agreement with the seller with respect to goods thus selected.
4. In justified cases, especially when in doubt about the quantity in the order or validity of contact information of the buyer, the seller is entitled to send a request for order confirmation to the buyer. In these cases, the purchase agreement is only entered into upon confirmation by the buyer.
5. The purchase agreement is entered into at the moment of delivery of an order made according to the preceding paragraph to the seller.
6. Selection of goods and arrangement of other conditions of delivery of the goods.
 - a. When shopping in the online store, the buyer selects goods by filling each item of goods in the order form directly in the web application and subsequently by specifying, in the order form, any requirements, for example, by indicating the required quantity of goods, method of delivery of the goods or payment of the purchase price, and completing the selection. Where the buyer opts for an online payment of the purchase price by a credit card, the buyer directly enters all the necessary information for the execution of such payment through a payment gateway.
 - b. Before submitting the order, the buyer can check and correct all the information provided and, where applicable, remove items of goods the buyer no longer wishes to purchase. An order is placed by clicking on the "Complete Order" button. If the order form is not filled in properly, the buyer is automatically notified of missing or incorrect information, and the order is not placed until the issues are eliminated.
 - c. In the event of impossibility to complete the online payment of the purchase price, for example, due to insufficient funds on the buyer's account or expiry of the credit card used, the order is automatically cancelled and the buyer is informed by email to the address provided by the buyer in the order.

7. Having received the order, the seller will confirm the order to the buyer without undue delay by email to the address provided by the buyer upon registration.
8. The order confirmation contains at least:
 - a. seller's identification information,
 - b. buyer's identification information,
 - c. unique order identifier (order number),
 - d. order date,
 - e. summary of the ordered goods,
 - f. methods of delivery of the goods and payment of the purchase price selected by the buyer, and
 - g. unit price of the goods and the total purchase price.
9. The ownership title to the goods passes to the buyer only upon full payment of the purchase price.
10. Where the buyer and the seller agree on an obligation of the buyer to confirm the order, the buyer must confirm the order within 3 (three) days.
11. The purchase agreement is entered into in Czech.

III. Prices and payment terms

1. Goods are sold for contractual prices.
2. The seller reserves the right to change the purchase price category in the event the buyer:
 - a. damages the reputation of the seller or another entity belonging to the Jablotron group through the buyer's behaviour,
 - b. sells goods for the installation of which the law requires professional competence and fulfilment of other conditions (trade permit) without being able to prove that installation of the goods will be ensured by a competent person defined by law.
3. In addition to the purchase price, the costs of delivery of the goods to the buyer (for example, the costs associated with its packing, delivery to the buyer or payment of the purchase price) are charged.
4. The price of the goods valid at the moment of placing of the order is guaranteed for the buyer.
5. The seller accepts the following methods of payment of the purchase price and the costs of delivery of the goods:
 - a. payment in advance by bank transfer to the seller's account (based on seller's instructions sent to the buyer in Order confirmation),
 - b. payment by bank transfer to the seller's account based on an invoice (the buyer will provide the invoice number as payment reference),
 - c. payment by credit card.
6. The methods referred to in par. 8 of this Article under (a), (b) or (d) can be selected by the buyer unilaterally. The payment method referred to in (c) must be agreed between the buyer and the seller in advance. The seller allows this method only for buyers with long-term positive payment morals and regular purchases. The buyer then has to pay the purchase price based on the issued invoice with indicated due date. In the event of breach of payment discipline, the buyer no longer has the advantage of paying for goods based on an invoice.
7. In the case of bank transfers, the obligation of the buyer to pay the purchase price is fulfilled when the amount is credited to the seller's account.

8. The buyer becomes obliged to pay the purchase price upon entering into the purchase agreement. Application of section 2119 of Act No. 89/2012 Coll., the Civil Code, as amended ("Civil Code"), is excluded.
9. The seller will send the invoice for the sales of the goods to the buyer electronically. The invoice will contain the elements stipulated by a generally binding legal regulation. Should the invoice not contain the prescribed elements, the buyer is entitled to return it to the seller for correction.

IV. Terms of delivery

1. The buyer specifies the location where the ordered goods are to be delivered (agreed place of delivery) in the order.
2. The buyer acknowledges that the delivery times provided by the seller below are subject to the availability of the goods and the current operational capabilities of the seller:
 - a. orders with payment of the purchase price based on an invoice submitted:
 - i. until 8 am on working days are usually shipped by the following working day;
 - ii. after 8 am on working days or on non-working days are usually shipped on the second working day following the receipt of the order;
 - b. orders with payment of the purchase price in advance by a bank transfer to the seller's account are usually shipped the next working day after the full purchase price is credited to the seller's account;
 - c. orders with payment of the purchase price by a credit card are usually shipped the next working day after receipt of an advice of payment of the full purchase price from the payment gateway.
3. If goods cannot be shipped in the time limits above, the buyer is notified without undue delay about the new expected shipping date.
4. If the ordered goods are not in stock or the current stock levels are not sufficient to cover the buyer's order, the seller will offer a comparable or alternative product to the buyer.
5. If the goods are not delivered in the agreed time by the seller and the delay is not caused by the seller, including cases where the carrier was selected by the seller or where the delay is due to its subcontractors, the seller is not in default. If the goods cannot be supplied for a long time, the buyer or the seller is entitled to withdraw from the agreement.
6. Goods are deemed delivered upon delivery to the agreed place of delivery.
7. If the buyer fails to take over the goods in the agreed place of delivery for reasons on the buyer's part, the seller is entitled to payment for the storage of the goods.
8. The buyer is entitled to refuse to take over a shipment from the carrier if the consignment is obviously damaged.
9. After receipt of the consignment, the buyer is obliged, in particular, to inspect the contents of the consignment without undue delay, including its completeness and lack of damage, and if a difference between the quantity or kind of goods delivered and the information on the packing slip is found, to inform the seller no later than on the next working day following the delivery of the goods.
10. The risk of damage to the goods passes to the buyer at the moment of takeover the goods, unless agreed otherwise in a contractual arrangement between the seller and the buyer.

V. Rights arising from defective performance, quality guarantee, liability for harm

1. Rights of the buyer arising from defective performance, quality guarantee and liability of the seller for harm are regulated in the Guarantee and Complaints Terms and Conditions.
2. The buyer is obliged to comply with the instructions arising from the documentation accompanying the goods, especially instructions concerning the storage or handling of the goods.

VI. Withdrawal from the purchase agreement

1. Withdrawal from the purchase agreement by the buyer:
 - a. The buyer has the right to withdraw from the purchase agreement in cases provided for by the law or these Terms and Conditions.
 - b. The buyer has the right to withdraw from the purchase agreement at any time prior to shipment of the goods, including without a cause. Withdrawal from the purchase agreement can be communicated by phone or email to the contact information provided in Art. I (2) of these Terms and Conditions.
 - c. Withdrawal cancels any obligations of the parties *ab initio*.
 - d. If the buyer withdraws from the purchase agreement, the seller will return all funds received from the buyer, by a bank transfer within 14 days of the withdrawal taking effect.
2. Withdrawal from the purchase agreement by the seller:
 - a. The seller has the right to withdraw from the purchase agreement in cases provided for by the law or these Terms and Conditions.
 - b. The seller has the right to withdraw from the purchase agreement or its part in the event that the purchase price of the goods changes significantly for the seller between the moment of entering into the purchase agreement and delivery of the goods and the seller has not agreed on alternative performance with the buyer, or if there has been a substantive change in circumstances that created an especially gross disparity in the rights and obligations disadvantageous for the seller.
 - c. The seller also has the right to withdraw from the purchase agreement or its part in the event the buyer fails to pay the purchase price as instructed by the seller and does not do so within a reasonable time after a notice by the seller.
 - d. Withdrawal cancels any obligations of the parties *ab initio*.
 - e. Where the buyer paid the price for non-delivered goods in advance, the seller is obliged to return the paid purchase price to the buyer without undue delay but no later than within 14 days of the withdrawal.
3. If additional goods are supplied with the goods free of charge ("a gift"), such goods are supplied with the condition of continued effect of the purchase agreement. In the event of withdrawal, the deed of donation concerning the gift terminates due to fulfillment of the condition under the previous sentence, and the buyer has to return the gift together with the goods.

VII. Protection of personal data

1. Privacy policy is a separate document, available in the online store.

VIII. Final provisions

1. The buyer acknowledges that the online store may not be available continuously, especially with regard to necessary regular maintenance of hardware and software for its operation.

2. The seller is entitled to amend the Contractual Terms as well as the prices of goods in the online store. However, the Contractual Terms and the prices of goods applicable on the date of order placement apply to the purchase agreement between the seller and the buyer.
3. These Terms and Conditions are part of the contents of the purchase agreement entered into when goods are purchased in the online store. Legal relationships relating to the purchase of goods in the online store not regulated by these Terms and Conditions are governed by laws of the Czech Republic, in particular, the relevant provisions of the Civil Code. Any disputes will be decided by Czech courts. The court with local competence is agreed to be the general court of the seller and, where applicable, the court with subject-matter competence is agreed to be the court in the district of which the general court of the seller is located.
4. In the event of conflict, provisions of contracts entered into the buyer and the seller take precedence over these Terms and Conditions.
5. These Terms and Conditions take effect on 1.4.2019.

Jablonec nad Nisou, 1.4.2019
JABLOTRON ALARMS a.s.

Annex to the Terms and Conditions:

I. RULES FOR THE BATTERY HANDLING

The following recommendations follow from the CSN EN 60086-4 standard (August 2008) and safety data sheets of the manufacturers of the batteries used in the assortment of JABLOTRON ALARMS a.s. (JA).

WARNING: Disregard of the instructions below may cause overheating, creep, ventilation, burst or explosion of the batteries, or fire and personal injury!

1. Safety instructions for handling and disposal
 - a. Do not insert with the opposite polarity, comply with the marking when inserting. If batteries are inserted with the opposite polarity, a short circuit or charging may occur.
 - b. Prevent a short circuit. If the positive (+) and negative (-) battery terminals are connected, a short circuit occurs. A short circuit may occur when a battery is placed freely in a pocket with keys or coins, when batteries are freely piled up, etc.
 - c. Do not recharge unless the battery is designed as rechargeable by the manufacturer. An attempt to recharge a battery may cause internal gassing and/or generate heat followed by an explosion.
 - d. Do not force-discharge. If batteries are force-discharged using an external power supply, their voltage is reduced to a lower value than they were designed for, and internal gasses may be generated.
 - e. Do not combine old and new batteries or batteries of different types and brands. When replacing batteries, always replace all batteries at the same time with new ones of the same brand and type. Simultaneous use of batteries of different brands and types or new ones with old ones may cause their excessive/forced discharge in case of different voltage or capacity of battery elements.
 - f. Clean the battery terminals and the device terminals before installation.
 - g. Remove exhausted batteries immediately from the device and dispose of them as referred to in (s). If batteries are kept in the device for a prolonged period of time, electrolyte creep may damage the device.
 - h. Do not heat excessively. Excessive heating may release the electrolyte and damage the separators.
 - i. Do not weld or solder directly.
 - j. Do not disassemble. If the casing is removed, contact with the parts of the battery may be harmful.
 - k. Do not deform. Batteries must not be pressed, pierced or otherwise damaged.
 - l. Do not dispose of in fire. Burning is only allowed for approved disposal in controlled incinerators.
 - m. Do not expose to water, especially batteries with damaged casing.
 - n. Keep out of reach of children. Especially batteries that can be swallowed need to be kept out of reach of children. Children must not be allowed to replace batteries without adult supervision.
 - o. Do not encase or otherwise modify. Encasing or another modification of a battery may cause blockage of the safety ventilation mechanism. Any modifications must be consulted with the manufacturer.
 - p. Unused batteries must be stored in their original packaging and kept away from metal items that could short-circuit them. Unpacked batteries must not be mixed or stored together.
 - q. Do not leave batteries in the device if not used for a prolonged period, except devices used for emergency purposes. Although the majority of batteries available in the market are highly creep resistant, partially or fully discharged batteries may be more prone to creep than unused batteries. Therefore, we recommend removing batteries from the device.

- r. After storage in a cold place, use batteries only after gradual preheating to the ambient temperature.
 - s. Take used batteries back to JA or to an entity involved in the collective system of take-back of batteries under Act No. 185/2001 Coll., on Waste, as amended.
2. Security measures for the storage, packaging and transport
- a. Store/display batteries in their original packaging in a well-ventilated, dry and cold place, ideally in a special protective packaging.
 - b. Maintain the storage temperature between +10°C and +25°C. The temperature should not exceed +30°C! Avoid extreme humidity (above 95% and below 40% relative humidity). High temperature or humidity can cause deterioration in the battery characteristics and/or corrosion of the surface.
 - c. Do not store/do not expose batteries to direct sunlight, in places where they can be exposed to rain, excessive heat, near radiators or water heaters.
 - d. Do not mix with other materials.
 - e. Do not stack cardboard boxes with batteries over 1.5 m. Higher stacking may cause deformation of batteries in the lower layers and subsequent creep of the electrolyte.
 - f. For further transport/handling choose packaging materials and manner of packaging that will prevent emergence of inadvertent electrical contact and terminals corrosion and ensure protection against environmental influences and mechanical damage.
 - g. Handle boxes carefully. Rough handling may cause short circuit or damage. If batteries are stored in devices, follow the manufacturer's instructions.
 - h. Pay attention to correct circulation of stocks, follow the FIFO principle.
3. Kinds of batteries in JA assortment (as at dd mm yyyy)
- a. NiCd
 - b. Alkaline
 - c. LiMnO₂
 - d. LiSOCl₂
 - e. Li-Ion
 - f. Li
 - g. ZrCl
 - h. Pb.

Jablonec nad Nisou, 1.4.2019