

General Terms and Conditions of Luftuj s.r.o.

1. Introductory Provisions

1.1 These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations between the company Luftuj s.r.o., registered office: T. G. Masaryka 102, 538 21 Slatiňany, Czech Republic, Company ID: 28827902, VAT No.: CZ28827902, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 30064 (hereinafter referred to as the "Seller"), and its business partners (hereinafter referred to as the "Buyer").

The following definitions apply to these General Terms and Conditions:

- **"Buyer"** – a business partner purchasing goods from the Seller.
- **"Purchase Contract" or "Contract"** – the contract of sale entered into between the Seller (Luftuj s.r.o.) and the Buyer. A confirmed order is considered a valid purchase contract.
- **"Due Date"** – the final date by which the payment must be credited to the Seller's bank account.
- **"Delivery of Goods"** – the process of supplying the goods from the Seller to the Buyer.
- **"Price List"** – the list of prices of products valid at the time the purchase contract is concluded.
- **"Binding Order"** – a written order sent by the Buyer via email and confirmed in writing by the Seller via email.
- **"Goods"** – products listed in the valid price list, including spare parts and accessories.
- **"INCOTERMS"** – a set of international rules for the interpretation of trade terms most commonly used in international trade. If INCOTERMS provisions are referred to herein, they shall be interpreted according to the relevant INCOTERMS edition. For the purposes of these GTC, INCOTERMS 2000 and INCOTERMS 2010 shall apply unless stated otherwise.

By submitting the order, the Buyer confirms that they have read and agree with the full contents of these GTC, including the warranty and complaint procedures. The Buyer also accepts the prices valid at the time the order is submitted. Before placing the order, the Buyer must be duly informed of these GTC and must have the opportunity to become familiar with them and with the prices of the ordered goods.

1.2 These GTC are an integral part of all contracts for the sale of goods concluded between the Seller and the Buyer. Individual contractual provisions shall take precedence over these GTC.

2. Subject of the Contract

2.1 The subject of the contract is the supply of ventilation components and designer air diffusers manufactured by Luftuj s.r.o., in accordance with the specifications stated in the order and its confirmation. The order may also include products from other manufacturers, if requested by the Buyer.

2.2 The Buyer acknowledges that the products are intended for professional use and installation.

3. Conclusion of the Contract

3.1 Offers made by the Seller are non-binding and time-limited.

3.2 The Buyer is obliged to provide accurate and complete information in the order, including billing details, a valid VAT number, delivery address, and contact details (e-mail and phone number) of the person who will receive the delivery.

3.3 The Seller reserves the right to reject any order that does not meet the basic requirements or lacks essential information. The Seller may also return the order to the Buyer for proper completion, allowing a reasonable deadline for such correction. If the deadline is not met, the order shall be deemed as never received.

3.4 The Buyer's order constitutes an offer to conclude a purchase contract and may be submitted not only in writing but also via electronic communication by sending an e-mail to sales@luftuj.cz.

3.5 The purchase contract is concluded at the moment the Seller sends the Buyer an acceptance of the offer (a binding order confirmation) either in writing to the address provided in the order or via electronic communication by sending an e-mail. From this moment, the Buyer and the Seller enter into a contractual relationship.

3.6 The Seller is obliged to confirm the order within two business days of its receipt. If it is not possible to confirm the order within this timeframe, the Buyer shall be informed accordingly. The deadline for order confirmation does not include public holidays in the Czech Republic, company-wide holidays, or any other previously announced non-working days.

4. Price and Payment Terms

4.1 Prices stated in the offer or in the order confirmation are excluding VAT, unless expressly stated otherwise.

4.2 The Buyer undertakes to pay the price for the delivered goods based on an invoice issued by the Seller. The goods may also be paid for on the basis of a confirmed order containing the payment details, or a pro forma invoice.

4.3 Unless otherwise agreed between the contractual parties, the Seller requires advance payment of the purchase price.

The purchase price is due no later than at the moment of goods loading. Unless expressly stated otherwise, all amounts are quoted and payable in the currency in which the order was confirmed, i.e. in EUR or CZK.

4.4 In the event of a delay in payment, where the parties have agreed on the possibility of payment after delivery of the goods, the Seller is entitled to charge interest on late payment at the rate of 0.05% of the outstanding amount for each day of delay.

4.5 The Buyer does not acquire ownership rights to the goods until the full purchase price and any applicable interest on late payment have been paid, whereby payment of the purchase price means the crediting of the full amount to the Seller's bank account. Ownership of the goods passes to the Buyer only upon full payment of the entire purchase price including VAT.

4.6 The Seller usually does not provide paid transport of the sold goods. However, the contractual parties may agree that the Seller will arrange the transport of the goods for the Buyer. In such cases, the price of transport shall be agreed upon, and if no agreement on the transport price is concluded, the Buyer shall be obliged to pay the Seller the amount of transportation charges and other costs incurred in connection with the transport of the goods.

5. Order Cancellation or Modification

5.1 The Buyer has the right to withdraw from the purchase contract without a cancellation fee no later than 24 hours after the contract has been concluded.

5.2 The Buyer may withdraw from the contract by paying a cancellation fee of 15% of the purchase price of the ordered goods, provided that the withdrawal is delivered to the Seller within two days of the contract's conclusion and the fee is paid within ten business days from the same moment. The contract will only be cancelled if the Buyer notifies the Seller in writing of their intention to withdraw and confirms payment of the cancellation fee within the specified deadline.

5.3 The Buyer may withdraw from the contract by paying a cancellation fee of 30% of the purchase price excluding VAT if the withdrawal is sent to the Seller within three days after the contract was concluded and at least five business days before the scheduled delivery date as stated in the order or purchase contract. Again, the contract is cancelled only if the Buyer informs the Seller in writing and pays the cancellation fee in due time.

5.4 In the cases described in clauses 5.1 and 5.2, the contract may be cancelled in full or in part. In case of partial cancellation, the cancellation fee is calculated based on the value of the cancelled part of the order.

5.5 More than three days after the conclusion of the contract, the contract can only be cancelled by a special written agreement between the parties.

5.6 The Buyer is not entitled to withdraw from the contract if the order concerns a custom-made product (OEM, 3D printed, bespoke design). In such cases, the Buyer is obliged to accept the goods and pay the full purchase price.

5.7 Changes to the order regarding quantity or product type cannot be made verbally. Any additional goods not included in the original order must be ordered via a new purchase order or by sending an amended version of the original order with a new date and a written note that it is a revised version. This rule prevents errors in shipment processing.

6. Delivery Terms

6.1 The place of delivery is specified in the order.

6.2 Unless otherwise agreed, the Buyer bears the costs of transport, customs clearance, and any insurance.

6.3 The Seller delivers the goods EX WORKS (from the plant in Slatiňany, Czech Republic) according to the INCOTERMS rules. The risk of damage passes to the Buyer upon handover of the goods to the first carrier. From that moment, the Buyer is responsible for any loss or damage. If the Buyer fails to collect the goods on time, the risk passes at the moment when the Seller makes the goods available for loading and the Buyer breaches the contract by not taking over the goods. The Buyer is obliged to collect the goods under the purchase contract. If the Buyer refuses or fails to collect the goods within 10 days, the Seller is entitled to charge storage fees according to its price list (0.5% of the goods' value including VAT per day). This does not affect the Seller's right to claim damages. The Seller's right to contractual penalties and damages remains valid even if the goods are sold to a third party. If the Buyer fails to collect the goods within one month after the delivery date, the Seller may sell the goods to a third party and claim compensation for damages caused by the Buyer's breach of contract.

6.4 Once the goods are ready for collection, the Seller will notify the Buyer by email. The Buyer must notify the Seller of the collection date and approximate loading time at least one day in advance.

6.5 The Seller's dispatch warehouse is open on business days from Monday to Friday between 07:00 and 15:00.

6.6 Unless explicitly agreed otherwise, the delivery date specified in the order confirmation is non-binding. The Seller is not liable for any delay unless caused by gross negligence.

6.7 The Seller is not liable for delays caused by force majeure or events beyond their control, such as war, strikes, fire, pandemics, supply chain disruptions, etc.

6.8 Upon receipt, the Buyer shall inspect the goods to ensure completeness and conformity with the order and report any discrepancies to the Seller immediately or within 3 business days at the latest.

7. Warranty, Liability for Defects, and Claims

7.1 Unless stated otherwise in the order confirmation, the Seller provides a quality warranty for all goods for 24 months from the date of handover to the carrier.

7.2 The warranty does not cover defects resulting from installation, use, or maintenance contrary to the technical specifications provided by the manufacturer, including but not limited to: improper handling, transport, storage, failure to follow the operating manual, incorrect installation, unauthorized interventions, improper use, neglect of required

maintenance (e.g. not replacing dirty filters), failure to meet requirements for connected third-party devices, physical damage, natural disasters, extreme operating conditions, electromagnetic interference, power outages, lack of hot water or other media, poor air filtration leading to contamination, etc. The warranty also excludes normal wear and tear and consumables such as light bulbs, LED modules, batteries, etc.

7.3 Apparent defects – the Buyer must thoroughly inspect the goods upon receipt and immediately report any visible defects discovered. Missing quantities, quality defects, etc., must be noted on the delivery note or other transport document. These apparent defects must be reported in writing within 3 business days of receipt or inspection. A reduced quantity of goods is not considered a defect if it corresponds to the delivery note or Seller's shipping capabilities. In such cases, the delivery is considered partial.

7.4 Hidden defects – defects not detectable upon initial inspection or arising later must be reported to the Seller in writing within 24 hours of discovery or the moment they could have been discovered with due care, or upon a complaint from a third party (e.g. end customer). Hidden defects must be reported before the end of the warranty period.

7.5 Claims must be submitted in writing or electronically to **sales@luftuj.cz** and must include the order or contract reference, a description of the defect, proof of the defect (e.g. photos), and invoice number. If available, a serial or production number of the item should also be provided.

7.6 If a claim is accepted, the Seller may, at its discretion:

- remedy the defect,
- deliver replacement goods or parts,
- provide a discount on the purchase price.

The selected remedy must not cause either party unreasonable costs.

7.7 The Buyer cannot assert any rights related to defects unless they are properly and timely reported in accordance with clause 7.5.

7.8 The usage and installation guidelines set or recommended by the Seller are binding for the Buyer.

7.9 The Seller shall not be liable for any damage not directly caused to the delivered goods, except in cases where liability cannot be excluded by law.

8. Limitation of Liability

8.1 The Seller's liability for damages caused by defective goods is limited to direct damage and shall not exceed the purchase value of the goods.

8.2 The Seller shall not be liable for loss of profit, loss resulting from operational downtime, or any other indirect or consequential damages.

9. Specifics of Ventilation Products

9.1 The Buyer is obliged to ensure that the products are installed by a person with appropriate professional qualifications.

9.2 The products must be used in accordance with the technical documentation and specifications provided by the Seller.

9.3 Product Tolerances: The Buyer acknowledges that products manufactured using technologies such as 3D printing, CNC machining, laser cutting, or concrete casting may show minor variations in dimensions, color, or surface finish. These do not affect product functionality and are not grounds for a complaint.

9.4 The Seller is not liable for defects in product function resulting from unsuitable HVAC system design, electrical installation, or incorrect project specifications.

9.5 Project Responsibility: The Seller is responsible for conformity of the product with its technical specification, not for the correctness of its application in the Buyer's specific project.

9.6 Upon request, the Seller will provide technical documentation, user manuals, and declarations of conformity.

9.7 Documents are provided in Czech or English, in printed or electronic form, as standard.

10. Dispute Resolution and Governing Law

10.1 All legal relationships shall be governed by the laws of the Czech Republic.

10.2 Any disputes shall be resolved by the competent courts of the Czech Republic, based on the Seller's registered office.

10.3 The Parties agree to make every effort to resolve any disputes amicably.

11. Final Provisions

11.1 These General Terms and Conditions shall enter into force **on 20 June 2025**.

11.2 The Seller reserves the right to amend these Terms and Conditions. Any changes shall be published on the Seller's websites: www.luftuj.cz, www.luftujeme.sk, or www.luftuj.eu, or communicated to the Buyer via electronic communication.

11.3 Should any provision of these Terms and Conditions be deemed invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

11.4 Legal relationships established under these General Terms and Conditions shall be governed by the version of the Terms and Conditions valid at the time the legal relationship commenced. Previous versions applicable to earlier periods are available upon request via e-mail. The Seller reserves the right to amend these Terms and Conditions at any time.

11.5 Any changes become effective at the moment they are published on the Seller's website.