

# BUSINESS TERMS AND CONDITIONS

## PEWTRONIC s.r.o.

(s.r.o mean company Limited as own legal entity)

Pod Portyckými skalami 465, 397 01 Písek, Czech Republic

Co. Reg. No. 28072499, VAT Reg. No. CZ28072499

The company is registered in the Commercial Register kept by the Regional Court in Ceske Budejovice, section C, folder 15637

**Valid from 14<sup>th</sup> September 2020 (replaced b. terms issued 5<sup>th</sup> June 2017)**

### I. Introduction

This document regulates the relationships of parties between PEWTRONIC s.r.o. („**Seller**“) and business entities buying goods and services („**Customer**“). Conditions in this document regulate relationships arising not only from e-commerce via e-SHOP on the website [www.konektor-kabel.cz](http://www.konektor-kabel.cz) (“**e-SHOP**“ or „**e-STORE**“), but also relationships based on the classic correspondence route delivered to the business department of the company PEWTRONIC s.r.o. These Business Terms and Conditions in english language are replacing all previous versions for customers from Europe and other countries.

### II. Customer

Our business partners are companies – properly registered business entities (“customers”). The seller is therefore not bound by laws which regulate the electronic sale to consumers, who are natural person (non-entrepreneurs). Relationships arising from the deal between the seller and the customer are governed by the relevant provisions of the Civil Code (No. 89/2012 Coll.) and other related standards of the Czech republic. But especially by a decent and responsible approach and normal bussines practices.

### III. Buyers and Purchase orders

For faster service, it is possible to register on-line, but also purchase without registration. We assume that the persons (“**Buyers**”) who have registered or are making a purchase without registration, are the statutory bodies of the customer or are authorized by the customer to carry out binding orders and they represent the customer. We reserve the right to verify the corectness and legality of the order with the statutory representative of the customer and the right to provide additional legal protection in the case of large orders or complete withdrawal from the fulfillment of the created order.

The buyer is obliged to register in the electronic form on e-SHOP all valid customer data including company registration number and TAX ID (VAT) if assigned. This is also required in correspondence orders. If the customer data are stated incorrectly, incompletely or untruthfully, the buyer will be asked to correct the data and, if necessary, verify that data.

Creating an purchase order in e-SHOP is intuitive and will guide the Buyer to pass through cashier, choice of delivery method and payment method. For more details, see "**How to Shop**". In the last step, the Buyer is asked to verify all entered data and to agree to these terms and conditions in full. Then confirm the order with the "**Finish**" button. The order is then sent for further processing.

The order is electronically delivered to our information system and at the same time notification email will be sent to a registered email address of the Buyer. These steps create a binding business order for Buyer representing a Customer and the acceptance of the purchase order is confirmed.

#### **IV. Cancellation of the purchase order**

Cancellation of the binding order created in e-SHOP by the Buyer can be done in simple written form sent to email: [obchodni@pewtronic.cz](mailto:obchodni@pewtronic.cz) (Sales Department), or by phone on **+420 382 201 920** and then in written form, or via the customer's e-SHOP user account - the cancellation of the order in the list of created orders, the "*Previous orders*" tab.

Cancellations must take place within 24 hours of the order being made. If the goods are already delivered to the shipper for delivery to the customer, they cannot withdraw from the order in this way. Our goal is fast customer service with minimal delay, so orders delivered before 10:00 (10 a.m. of CET and GMT+1) of are shipped on the same day.

#### **V. Goods delivery**

The delivery of goods is in accordance with the issued electronic order unless both parties agree on a different delivery method, date and scope of delivery. The goods are delivered together with the delivery note and the invoice with VAT charged to the delivery address, which the Buyer put into the order unless he has chosen the option a personal offtake. The invoice can also be sent electronically if the Buyer asks for this service. In cases of urgent deliveries and deliveries of lower nominal value, the goods will be delivered without a delivery note. The registration task of a delivery note will be fulfilled by issued invoice. Additional delivery of the delivery note is not possible.

We reserve the right to charge new billing invoices, repair or data correction in the case of poorly specified or assigned data by the customer or shoppers.

Alcoholic beverages – wines can be purchased just by adult persons. In case, that delivery include this beverages, parcels will clearly mark, that this delivery can receive just person in age 18 and higher (adult person according to local law). Delivery will handed over by courier just in case, that receiving person will declare his age by identificatin card, passport, driving licence etc.

#### **VI. Payment of goods**

The basic payment method for goods is cashless payment to the bank account of the Seller, which is stated in the notification e-mail and invoice. Payment of Customer from Czech Republic is always in the currency of CZK to the crown account at the UNCB Czech Republic and for foreign customers in the currency of EUR to the account at the UNCB Slovak Republic. The choice of payment is possible in:

- "Online pay by card"
- "Cash on delivery"
- "Bank credit transfer, ADVANCE PAYMENT"
- "Bank credit transfer, PAYMENT AFTER DELIVERY".

The last mentioned option is chosen only by customers who have permitted to this

method of payment by seller. Due date of the invoice is usually 10 days, unless agreed otherwise. Cash payment is possible only when the goods are delivered to the courier service, payment method "Cash on delivery", upon personal collection at the warehouse, this option is canceled due to EET from the 1<sup>st</sup> March 2017.

Unregistered Customers can only choose the method "Bank credit transfer, ADVANCE PAYMENT" or „Online pay by card“ for all forms of delivery or pickup of goods. If you want a different form of payment, you have to write it in “*Comment*” at the end of the order. The assessment is carried out by the sales department of the supplier based on multiple criteria.\*

Customers with registration, but no business history can choose all the payment methods mentioned above, but the judgment and the final decision will be made by the supplier's business department on the basis of multiple criteria.\*

Customers with registration and business history typically have the payment method "Bank credit transfer, PAYMENT AFTER DELIVERY" with due date after the delivery of the goods. This option will be denied to them in the case of repeated bad payment morals. The assessment is carried out by the sales department of the supplier based by multiple criteria \*

\*) Due to specific materials and their degradation (for example: cutting the cable from the nominal winding, production of custom cable with end caps or expensive special import are irreversible actions). In these cases we follow the assessment rule of reusability of the material (for example: Coaxial connectors - we can send to new customers also to cash on delivery. We evaluate the case in a comprehensive way also from the point of view of controlling the trade data, VAT payers' registers etc.

## **VII. Warranty conditions**

All materials, goods and products have a guaranteed warranty period for functionality, apparent and hidden defects of 12 months unless otherwise stated. For all items in the e-SHOP, the Seller guarantees that they are placed on the market in accordance with the legal and technical standards of the Czech Republic as well as that they comply with EC environmental regulations required by the EC (RoHS a REACH II). Any exceptions will be clearly marked for specific items.

## **VIII. Complaints: delivery takeoff, return of goods, exchange of goods**

Goods are considered to have been taken over by the Customer if they are taken over by the Customer or Buyer and they will not notify in writing in the form of a complaint report to the email address of [business@pewtronic.cz](mailto:business@pewtronic.cz) that there have been found an error in quantity, kind or quality of the goods compared to the specification. This must be done within 14 days from the date of receiving of the consignment.

The return of the goods must be made only with the Seller's agreement, expressed in the delivered code (RMA) to indicate the return package or pallet. Upon receipt of the return number, the Buyer is obliged to send the goods immediately in the original package and quantity. The consignment must be delivered in return (payable by the Customer), to the address of the Seller's premises and with clearly marked RMA code. The Seller has 30 days to settle the claim.

Based on the outcome of the complaint procedure, the Customer will be delivered goods in perfect condition or a credit note will be issued for the sale price of the goods purchased.

If the complaint is based on a technical defect, the Customer is required to cooperate with the vendor's complaint engineer to provide him with the necessary information on how to detect the defect and how it looks. The technician will assess the eligibility of the claim based on the data found and compared.

If the Customer unreasonably refuses to accept a shipment of goods from a settled claim, it will be stored for a maximum of 30 days at the Seller. How subsequently the Seller handles these goods is at his will. However, this does not negate the Customer's obligations towards the Seller.

## **IX. Protection of personal data**

The data provided by the Customer or Buyer for the purpose of registering in the Seller's e-SHOP are data available in public registers of business entities operated by state authorities as well as financial authorities. The data on the Buyer is the data of the natural person authorized by the employer or by the Customer to perform business activities. The Buyer is aware that in this case he does not act as a natural person in a contractual or Business relationship, but the person representing the business entity. These data cannot be considered within the meaning of the Personal Data Protection Act as data requiring consent for collection and storage in the vendor's database. Even so, all mentioned previous records are processed according to regulation No. 2016/679 of the European Parliament and of the Council of the EU known as GDPR. The seller undertakes not to provide customer data and purchasers to a third party. These data are for the sole purpose of the seller's business activities.

## **X. Final provisions**

Any unstated and undefined business relationships are governed by the common sense of both parties and by the vendor's friendly attitude. If this does not help the good end, the Seller is willing to submit the decision of the elected independent arbitrator or the definitions and interpretations of the valid legal regulations of the Czech Republic interpreted by an independent court.

Dipl.Ing.Pavel Pawner, CEO,  
in city Písek, Czech Republic 14<sup>th</sup> September 2020