- §1 General provisions
- §2 Subject matter of the purchase agreement
- §3 Order and delivery of goods
- §4 Purchase price
- §5 Method of payment
- §6 Retention of title
- §7 Transfer of liability for damage
- §8 Defects in goods
- § 9 Delay
- §10 Other provisions
- §11 Packaging
- §12 Take-back of electrical and electronic equipment
- §13 Identification data of the Buyer
- §14 Complaints Rules
- §15 Transitional and final provisions

§1 General provisions

1. Goods are only supplied on the basis of these Terms and Conditions (henceforth referred to as “the T&Cs”). Any divergent terms and conditions of the Buyer are excluded, unless otherwise agreed in writing. In order to become binding, any contractual arrangements amending these shall be made in a written form or be acknowledged by the Seller in writing.

2. Goods means shading systems (including insect screens) which are supplied by the Seller and the type, design, properties, and prices of which are specified in the Seller’s product sheets, price lists, and manuals published on the Seller’s online store at https://eshop.climax.cz/ (henceforth referred to as “the Product Specifications”).

3. The deliveries of the Goods in accordance with the Buyer’s purchase orders are considered separate purchase contracts, which are subject to these T&Cs, unless otherwise specified in the framework purchase agreement or the purchase agreement.

§2 Subject matter of the purchase agreement

The subject matter of the individual purchase agreements includes the following obligations of the parties:
by the Seller:

- hand over to the Buyer the item being purchased (“Goods”)
- enable the Buyer to acquire title to the Goods
- no installation is performed

b) by the Buyer:

- hand over the Goods
- pay the Seller the purchase price of the Goods

§3 Order and delivery of Goods

The Goods shall be delivered as follows:

1. Order

The Goods shall be delivered to the Buyer by the Seller on the basis of the former's purchase order containing
details of the Goods from the Seller's Product Specifications.

a) Orders can be placed primarily through the Seller's online shop at https://eshop.climax.cz/ (hereinafter referred to as the "e-shop");

b) Another option is completing the order form and submitting it to the Seller by e-mail. Phone orders are possible only in exceptional cases. If an order is not being placed using the Seller's forms, it must contain at least the following:

- the issue date of the purchase order, the delivery date for the Goods
- the specifications of the Goods according to the identification of the Goods in the Seller's Product Specifications (price lists, product sheets, etc.);

c) where a general purchase order for the regular delivery of Goods is made or a large quantity of Goods is ordered, the Seller may agree with the Buyer to allow the Buyer to further detail the individual purchase orders by providing additional information or submitting a release order; such a purchase order becomes legally effective upon the purchase order or release order being confirmed by the Seller; this right to further specify a purchase order or place a release order shall be granted to the Buyer by the framework purchase agreement;

d) each purchase order must have the signature or other identification of the Buyer; in the case of the electronic system of the e-shop, the purchase order is considered to be signed by virtue of the Buyer or a person authorised by the Buyer logging into the system under a unique customer ID and password and pressing the "Confirm and submit order" button to confirm the purchase order;

e) a purchase order is deemed placed upon being delivered to the Seller;

f) if the persons who are authorised to place a purchase order on behalf of the Buyer are not specified in the framework purchase agreement, purchase orders may be placed on behalf of the Buyer by such a person who is so authorised by the Buyer or for whom it is customary with regard to the person's job description; in the event of a change, the Buyer shall notify the Seller in writing. Otherwise the Seller is not responsible for any purchase orders placed by an unauthorised person; for purchase orders placed via the e-shop, the Buyer may request a change of the access password if there is a change in the authorised person. The Buyer is responsible for making the access passwords to the Seller's e-shop available to a third party. Any purchase order placed on the e-shop by a third party who has logged in under the Buyer's unique customer number and access password is considered to be a purchase order placed by the Buyer.

2. Purchase order confirmation, conclusion of Purchase Contracts

a) A purchase order placed via the e-shop is confirmed upon the Buyer pressing the “Confirm and send the order” button.

b) If an order is not being placed through the e-shop and meets the requirements of these T&Cs and the Seller is able to deliver the goods as required by the Buyer, a processed order appears in the Buyer’s e-shop profile in the „To be approved“ list. In this case, the contract is concluded on the date on which the Buyer confirms the order by pressing the „Confirm and send the order“ button. This is also the method for confirming orders that, while submitted via the e-shop, include in the Comments section requirements that substantially alter the subject of the order.

c) Where, according to the Buyer’s purchase order, it is impossible for the Seller to produce the Goods or the purchase order contains apparent inaccuracies, the Seller shall contact the Buyer for clarification. This clarification shall be included by the Seller on the the „To be approved“ list in the Buyer’s e-shop. In such a case, each contract is concluded on the date on which the Buyer confirms the order by pressing „Confirm and send the order“.

d) The Buyer acknowledges that it is the obligation of the Buyer to check the orders in the e-shop (especially for typing errors), as a contract is deemed to have been concluded even where the confirmation of the purchase order or the order status in the list of submitted orders in the e-shop contains an amendment or deviation which does not significantly alter the terms of the purchase order, unless the Buyer rejects such confirmation of the offer without undue delay.

3. Change in the purchase order by the Buyer

If the Buyer requests a modification of an order after the order has been completed, the Buyer must inform the Seller in writing without undue delay. A request for the modification of a concluded order (a purchase contract) is deemed a draft amendment to the contract. The agreement becomes effective as amended only after the modification has been approved by the Seller and the Buyer has pressed the “ „Confirm and send the order“” button on the „To be approved“ list in the Seller’s e-shop. Until the modification is approved, the Seller has the right to suspend production or delivery of the original order. If no agreement is reached on the proposed changes within a period that is reasonable with regard to the original order, the Seller may unilaterally cancel the original order. This is without prejudice to the Seller’s right to claim compensation for the costs incurred before the cancellation of the original order if production or preparatory work has commenced

4. Change in the purchase order by the Seller

a) If the Seller discovers during the processing of the purchase order that the Goods cannot be delivered under the terms specified in the purchase order, the Seller shall notify the Buyer accordingly. If the Buyer approves the proposed new terms, the Seller shall change the original purchase order, or, if the parties fail to agree, the purchase order shall be cancelled by the Seller.

b) When accepted, the change in the purchase order made via the e-shop in the manner specified in subparagraph (a) is indicated by the Seller in the list of submitted orders by overwriting the original data.

5. Completeness of purchase orders

The Seller is not liable to the Buyer for any incompleteness or inaccuracies in the delivery of the Goods that originate from any incorrect or inaccurate purchase orders from the Buyer. Clarification of the purchase order according to paragraph 2(c) as a result of its incompleteness or inaccuracy is the Seller's right rather than obligation. The technical specifications of the Seller's individual products and components, the limit dimensions, and standard versions are indicated in the price list of the individual products of the Seller and other product specifications in the Seller's e-shop.

6. Delivery date:

a) The delivery date means the day on which the Goods are shipped (by internal distribution or via an external carrier) and depends on the Seller's production capacity. The Buyer shall indicate the requested delivery date (respecting the production and distribution times) in each purchase order.

b) If the Seller is unable to make the delivery on the requested date, it has the right (including after the contract is concluded) to set a new, later delivery date and inform the Buyer thereof accordingly (for the e-shop, using the method specified in paragraph 6(c)); the Seller may set a new delivery date repeatedly.

c) If the order has been placed via the e-shop, the data shall be specified on the e-shop by indicating the delivery date on the e-shop if this date differs from that requested by the Buyer in the purchase order.

d) As a standard, deliveries are made by regular distribution runs by the Seller according to the daily delivery routes in the Czech Republic, Slovakia, Germany, and Austria, unless otherwise agreed.

e) In the case of regular deliveries (e.g. blinds), the receipt of orders is closed before the commencement of the delivery period on the Seller's price lists.

7. Place of delivery

a) The place of delivery shall be the address specified as the Buyer's registered office or place of business, unless otherwise stated in the purchase contract.

b) If the Buyer requests delivery to a different location than that specified in subparagraph (a) above, the Buyer shall indicate this in the purchase order and also appoint the specific person authorised to take over the Goods if such a person is different from the Buyer and is not mentioned in the framework purchase agreement. For purchase orders placed via the e-shop, the Buyer shall indicate this fact in the "Note" field when placing the relevant purchase order. If the change in the delivery address is associated with increased costs for the Seller, the Seller may charge the Buyer for these costs.

8. Method of delivery and packaging

Unless otherwise agreed, the Goods shall be transported to the place of delivery by the Seller by means of:

a) its own delivery (a vehicle of the Seller or of a contracted carrier);

b) an external carrier (e.g. DHL, PPL, UPS, TOPTRANS, etc.) (henceforth referred to as "the Carrier")
The method of delivery shall be determined by the Seller in consideration of the volume and place of delivery.

The price for the transport of the Goods to the place of delivery is not included in the purchase price of the goods and is based on the Seller's or the Carrier's applicable price list and is charged separately in addition to the purchase price.

The Goods are packaged for transport in the usual way using PVC or cardboard packaging or otherwise as is necessary to preserve and protect the Goods. If the Buyer requests different packaging, it shall mention it in the purchase order and agree the corresponding change in the price of the Goods with the Seller.

9. Handover and acceptance of the Goods, documents necessary for the use of the Goods:

1.The Seller shall fulfil its obligation to deliver the Goods to the Buyer:

a) in the case of delivery of the Goods by self-delivery, by handing over the Goods to the Buyer or a person authorised by the Buyer at the place of delivery, thus enabling the Buyer to handle the Goods at that place. If a contract on the handover of the Goods is concluded between the Buyer and the Seller wherein the Buyer agrees to hand over the Goods without the Buyer being present, the Seller's obligation is deemed fulfilled upon the handover of the Goods at the place of delivery.

b) for delivery via a Carrier, by handing over the Goods, at the Seller's production plant, to this Carrier for transport to the Buyer and by identifying the Goods as a shipment to the Buyer to enable the Buyer to exercise the rights arising from the transport contract with regard to the Carrier.

The Buyer shall inform the Seller of the persons authorised by the Buyer to accept the Goods on behalf of the Buyer. If the Buyer fails to do so, the Seller or the Carrier may hand over the Goods at the place of delivery to any person who is present there and confirms acceptance of the Goods.

c) For delivery using the Seller's distribution service, the designated person shall confirm acceptance electronically in the e-shop, specifically in the list of invoices pending approval. Using the "Approve" button, the Seller confirms the fact that the Goods listed in the relevant invoice have been duly delivered to and accepted by the Buyer. The above-mentioned electronic confirmation may be fully replaced by a confirmation on the delivery note or the invoice charging the purchase price for the delivery of the Goods.
The Buyer acknowledges that, using the procedure above, the Seller may generate an electronic document confirming acceptance of the delivered Goods and use it as needed by public administration authorities.

d) Where the Goods are delivered by a Carrier, the acceptance of the Goods is confirmed by the person designated by the Seller in the documents submitted by the Carrier (typically a bill of lading, which serves as the delivery note).

2. The Seller provides instruction manuals and safety information concerning the products in Czech, Slovak, English, German, and, unless otherwise expressly agreed by the Parties.

The Buyer, who places products on the market in a specific country or region, is responsible for verifying and ensuring compliance with regulations applicable in the territory in which the products are

being placed on the market, in particular, for ensuring that instructions for use, safety information, and other mandatory information are available in the appropriate language and form.

Unless otherwise agreed in writing, the Buyer shall ensure at its own cost and responsibility that the products are supplied to the end user in accordance with the requirements of the laws and regulations applicable in the country where the products are placed on the market.

§4 Purchase price

1. The purchase price for the Goods is set out in the Seller's price list in the Seller's e-shop. The purchase price listed in the price list does not include VAT, installation, and transport of the Goods.

2. The purchase price may be adjusted by the framework purchase agreement in the form of a rebate document as a discount from the Seller's purchase price (rebate) (the base purchase price less the rebate equals the so-called "individual purchase price"); the individual purchase price may be changed by the Seller sending the Buyer a draft annex rebate document. The Buyer is deemed to have agreed to the change in the individual purchase price by placing a further order for the delivery of the Goods after the change in the individual purchase price is proposed.

3. In the event of a change in the prices of input materials, utilities, or other facts affecting the price of the goods, the Seller may change the base purchase price of the Goods. The Seller shall inform the Buyer of this intention by publishing it on the website www.climax.cz or on the e-shop, specifying the effective date of the change in the base price of the Goods. On the effective date, the Seller shall also make changes in the Seller's e-shop. The Seller's price lists shall be changed as of the effective date or at a later date. If there is a change in the base purchase price, the basis for calculating the individual purchase price shall also change on the effective date. The crucial date for the change in the price is the effective date rather than the day on which the price lists change.

4. In the event of a change in the purchase price of the individual types of Goods, the key date is the day on which the purchase order was placed by the Buyer with the Seller in the methods listed in Article 3(1) of these T&Cs.

5. In the e-shop ordering system, the purchase price for the individual products and the total purchase price of each purchase order are automatically generated by the system as the individual purchase price according to paragraph 2, i.e. by including any discount on the purchase price (rebate). Where the purchase price is not set as the individual purchase price, the Buyer may state this fact in the note for the individual items in the purchase order, and the Seller shall check this fact as it processes the purchase order.

§5 Method of payment

1. Unless otherwise agreed, the price shall be paid by the Buyer as an advance payment before the manufacture of the ordered Goods or, in exceptional cases, in cash upon delivery of the Goods.

2. If it is agreed that the purchase price for the Goods will be charged using invoices, the minimum requirements as to their content are identical to the legal requirements applicable to tax and accounting documents. The Seller has the right to issue an invoice for the purchase price of the delivery:

a) on the day the delivery is made, i.e. the Goods are handed over to the Buyer, or on the day on which the delivery is shipped from the Seller's production plant, even if it is earlier than the delivery date

b) on the day of the handing over of the Goods to the public Carrier at the Seller's production plant.

3. The invoice shall be delivered to the Buyer electronically to the email address specified by the Buyer.

4. If the Buyer is in default on the payment of the purchase price of any prior deliveries, the Seller may make any further deliveries of Goods contingent on the full payment of the purchase price outstanding and on the payment of the purchase price of any subsequent orders in cash upon handover of the goods, or on the payment of an advance for the purchase price of any Goods. The Seller shall notify the Buyer of this fact and, in the case of the e-shop system, this fact is disclosed to the Buyer in the ordering system.

5. If the Seller provides the Buyer with a cash discount on the purchase price as a payment condition for the timely payment of the purchase price of the individual deliveries, the details of the provision of the discount are discussed in the framework purchase agreement and the rebate document. The Buyer is not entitled to a discount on the purchase price if it is behind on the payment of any prior invoices.

6. The Buyer agrees that the Seller may set off any payments made by the Buyer against any amount outstanding and payable to the Seller, in particular, against the earliest payable debt regardless of whether or not the purpose of the payment has been identified (payment identification, transaction code).

§6 Retention of title

The Buyer shall acquire title to the Goods only upon full payment of the purchase price thereof. However, the risk of damage to the Goods passes to the Buyer upon receipt thereof, or handover thereof for to the Carrier.

If the Buyer has built in the Goods for a third party before the purchase price becomes due, the Buyer shall use any payments for goods received from the third party to pay the purchase price to the Seller as a priority.

§7 Transfer of liability for damage

The risk of damage to the Goods shall pass to the Buyer:

a) on the day the delivery is made, i.e. the Goods are handed over to the Buyer, or on the day on which the delivery is shipped from the Seller's production plant, even if the shipping date is earlier than the delivery date

b) on the day of the handover of the Goods to the first Carrier for transport to the place of delivery

§8 Defects in goods

1. The Seller shall deliver the Goods:

   a) in the quantity and design versions specified in the individual purchase contracts;
   b) in the quality indicated in the Product Specifications for the given type of Goods;
   c) in the packaging specified in these T&Cs unless different packaging has been agreed.

2. If the Product Specifications do not set out the quality or version of the Goods, the Seller shall deliver the Goods in the quality or with the design fit for the purpose laid down in the contract, or for the usual purpose, where no purpose is specified in the contract.

3. If the Seller violates the obligations specified under paragraphs 1 and 2, the Goods are deemed to be defective. Defects shall also be deemed to include the delivery of Goods other than those specified by the contract and defects in any documents necessary for the use of the Goods. If the transport document, handover document, or any other representation indicates that only a lower quantity or a part of the Goods is being delivered, the outstanding Goods are not considered a defect. Instead, this is considered an incomplete delivery.

4. The Seller is liable for any defect that the Goods have at the moment when the risk of damage passes to the Buyer, including where the defect is demonstrated at a later moment.

5. The Buyer shall inspect the delivery of the supplied Goods immediately upon receipt. Any defects or damage to the packaging, differences in quantity, or other apparent damage caused by transport shall be notified by the Buyer to the person handing over the Goods and a record of this fact shall be made in the shipping documents. If the Buyer fails to complain to the Carrier about such defects immediately upon receipt, it can no longer claim the rights arising from liability for these defects in the delivery of the Goods; for the Seller's internal transport, the Buyer's right to claim the Seller's liability for these defects shall lapse if such failure is not reported to the Seller within 7 days.

6. The Buyer shall check the performance and completeness of the delivery of the Goods and any apparent defects without undue delay after taking over the Goods and report any defects within 14 days of acceptance of the Goods at the place of delivery. If the Buyer fails to inspect the Goods or ensure that they are inspected at the time the risk of damage passes to the Buyer, it may no longer claim any defects that could have been detected during that inspection.

7. If the Buyer has failed to report a defect without undue delay after it could and should have discovered it in the course of a timely inspection and with adequate care, the court shall not grant the Buyer any claim of defective performance. It the defect is hidden, the same applies if the defect has not been reported without undue delay after the Buyer could have discovered it with sufficient care, no later than two years after the handover of the item;

8. The Seller guarantees the quality of the supplied Goods. With the quality guarantee, the Seller warrants that the supplied Goods shall be suitable for their usual purpose and/or retain their usual properties during the warranty period. The warranty terms and conditions are specified on the Seller's price list and the Complaints Policy posted on the Seller's website at www.climax.cz, unless otherwise agreed in the framework purchase agreement.

9. Where the Buyer hands over to the Seller Goods to be repaired, including under warranty, and if such Goods are not packaged/adequately packaged, the Buyer acknowledges that the Seller is not liable in this case for any defects or other damage resulting from the transport and subsequent handling of such Goods (damage, deformation, scratches, breakage, etc.) The Buyer shall be charged for the removal of any defects that may arise in this manner.

This provision shall also apply to any cases where Goods are repaired under separate contractual arrangements, i.e. a situation where the goods to be repaired are not the Seller's product and the customer has separately contracted the Seller to repair the Goods.

10. The details of claiming and dealing with defects, as well as other matters, are governed by the Seller's Complaints Rules, which is binding on both parties.

§ 9 Delay

1. In the event of the Seller's delay in the delivery of the Goods, the Buyer is entitled to a contractual penalty of 0.05% of the price of any undelivered products for each day of delay, unless otherwise specified in the framework purchase agreement.

2. In the event of a delay on the payment of the purchase price, the Seller is entitled to a contractual penalty of 0.05% of the total amount outstanding for each day of delay; this is without prejudice to the Seller's right to compensation for damages in full.

§10 Other provisions

The parties expressly agree that the relations between them are governed by the provisions of the Czech Civil Code… the UN Vienna Convention on Contract for the International Sale of Goods shall not apply.
The Seller accepts no claims for any reimbursement of costs or damages related to the return and/or replacement of a defective product unless it has expressly committed itself thereto by a contract. The buyer (client) waives any and all claims arising from product defects except the claims expressly set out in this Complaints Policy or agreed in a contract or claims that cannot be waived by law.
The parties agree that any disputes arising herefrom and from the individual order and individual purchase contract implemented on the basis of the Contract shall be resolved by Czech courts in accordance with Czech law. The competent court having jurisdiction in the first instance shall be the District Court in Vsetín (where the case is to be brought before a district court in the first instance) or the Regional Court in Ostrava (where the case is to be brought before a regional court in the first instance).
Within the meaning of Section 630 of the Civil Code, the Parties agree that the period of limitation of any and all monetary obligations of the Buyer to the Seller hereunder, including obligations to pay the purchase price, contractual penalties, late payments, and damages, shall be **10 years** from the date on which the right
could first be exercised.

§11 Packaging

The Buyer assumes title to the packaging upon receipt of the Goods.

§ 12 Take-back of electrical and electronic equipment

Being the producer of electrical and electronic equipment, the Seller must ensure the take-back of end-of-life products in accordance with Czech laws and regulations, in particular, Act No. 542/2020 Coll., through a collective producer responsibility organisation.
The Buyer who acts as the last Seller in the territory of the Czech Republic must ensure the take-back of electrical and electronic equipment from the end user to the extent specified by the law (especially on a one-for-one basis).
The take-back of electrical and electronic equipment is provided using the public collection network and other tools under a collective producer responsibility scheme.
The Seller is not responsible for the individual logistics of the take-back of electrical and electronic equipment by the Buyer and is not responsible for providing the collection, unless the parties have agreed otherwise.
The Buyer has the right to demand that the producer take over electrical and electronic equipment to the extent specified by law; this obligation is satisfied through the collective producer responsibility scheme.
This provision applies only to deliveries of electrical and electronic equipment in the territory of the Czech Republic. In the case of deliveries to foreign countries, the rights and obligations regarding the

take-back of electrical and electronic equipment are governed by the laws and regulations of the relevant country, provided that the responsibility for compliance with these obligations rests with the Buyer, unless otherwise expressly agreed. The Seller is not responsible for compliance with the take-back obligations outside the territory of the Czech Republic.

§13 Identification data of the Buyer

The Buyer shall notify the Seller of their correct and up-to-date identification and billing details (including the VAT number) and report any changes therein without delay. The Buyer shall check the correctness of all data within 2 days of invoice delivery.

The Seller is not responsible for the correctness of the data if it relies on data provided by the Buyer. The correction of an invoice does not change its original due date. If the correction is initiated by the Buyer, the Seller may request compensation for the associated costs

In addition, a Buyer who has a registered office outside the Czech Republic must provide a valid VAT ID as well as the necessary data for determining the tax regime. The Buyer is responsible for the correctness of such data. The Buyer shall be liable for the failure to comply with this obligation and shall compensate the Seller for all the related costs and damage. In the case of doubt, the Seller may apply tax to the payment.

§14 Complaints Rules

These Terms and Conditions include as their integral part the Complaints Rules, which governs the rights and obligations of the parties arising from defective performance.

§15 Transitional and final provisions

The provisions of these Terms and Conditions become effective on 16 October 2026.

These Terms and Conditions govern the individual purchase contracts concluded and purchase orders of Goods placed after the effective date of these T&Cs.