

Trade Terms

Business terms and conditions for consumers outside the Czech Republic and the Slovak Republic

These Business terms and conditions establish the content of the purchase contracts concluded by e-commerce on the website www.autolamp.cz. The purchase contracts are concluded between the company AUTOLAMP CZ s.r.o. (the Seller) and the consumers - natural persons as defined in § 419 of the act no. 89/2012 Coll., Civil Code (the Buyers).

I. The e-commerce operator and the Seller in the purchase contract

Business company

Autolamp CZ s.r.o.

Identification number: 25941470

VAT: CZ25941470

Company headquarters: Kratonohy 91, Kratonohy, ZIP code 50324, Czech Republic

Company registered in the Commercial Register at the Regional Court in Hradec Králové, section C, insert 16411

Tel.: +420 495585855

e-mail: autolamp@autolamp.cz

II. General provisions of the purchase contract

The names and the main characteristics of the goods that could be the subject of the purchase contract are listed in the online e-commerce on the website www.autolamp.cz. The Buyer creates the order by means of an interactive process, at the price specified for the respective goods item. During the online order creation the Buyer can visually check the order and has the opportunity to correct the possible errors that may occur during data entry. The Buyer also acknowledges that these Business terms and conditions form an integral part of all purchase contracts resulting from the online orders. The Buyer sends the final order to the Seller and the purchase contract is concluded by submitting the order. The Business terms and conditions define the rights and responsibilities of the Seller and the Buyer and specify the relationship between the Seller and the Buyer and therefore these Business terms and conditions are an integral part of each purchase contract. Issues not covered by this document shall be dealt with according to the respective parts of the Civil Code.

The offer of the respective goods item and its price is valid when it is listed in the online e-commerce on the website www.autolamp.cz.

III. Information about the purchase contract content

Mutually agreed terms and conditions:

- a) the subject of the purchase contract is the goods whose name and the main characteristics are listed in the online e-commerce on the website www.autolamp.cz,
- b) the goods are sold at the price specified online in the e-commerce on the website www.autolamp.cz., at the moment of submitting the final order. VAT is added to the price of the goods, according to the applicable regulations. The Seller can change the prices of the

goods at any time. If the price of the goods changes after the final order submission, this change will not have any effect on the submitted order price.

c) delivery costs

The goods in Europe are delivered by forwarding agency. The price of shipping of goods is 650 CZK (Belgium, Denmark, France, Germany, Italy, Hungary, Netherlands, Poland, Austria, Romania, Great Britain) or 800 CZK (Bulgaria, Estonia, Finland, Croatia, Ireland, Lithuania, Latvia, Portugal, Greece, Slovenia, Spain, Sweden) without VAT. VAT is added to the shipping price, according to the applicable regulations.

d) payment method

The Buyer pays for the goods by card payment gateway (3D Secure bank payment gateway).

e) the costs of using the means of distance communication are always paid by the party that is obliged to pay them according to the contractual relationship with the provider

IV. Place of contract performance

The place of contract performance is the company premises of the Seller, where the Seller hands over the goods to the Buyer, or from where the goods are shipped by transport company.

V. Purchase contract conclusion

The purchase contract is concluded when the Buyer sends a valid order to the Seller. The electronic order is valid only when all the required data are filled in the order form.

The Seller sends the Buyer without undue delay confirmation of receipt of the order. This confirmation contains a link to the purchase contract, including these Business terms and conditions. The link is valid within 30 days after the order submission and the Buyer can download all the documents from the link.

By submitting the electronic order, the Buyer confirms acceptance of these Business terms and conditions (version valid on the date of submission of the order). By submitting the electronic order, the Buyer also confirms acceptance of the price of the goods and the delivery costs specified on the website of the Seller.

Depending on the order content, the Seller can ask the Buyer for a written order authorization. The Seller contacts the Buyer by a direct query sent to the Buyer's e-mail address (or by another communication form that enables to record the content of the message). If the Buyer fails to authorise the order as required within 7 days or if the Buyer refuses the authorisation, the purchase contract is not concluded. The Seller shall notify the Buyer of this fact.

VI. Delivery time

Goods in stock – In case of the orders accepted by 2:00 p.m., the Seller prepares the goods the same day (sends it to the Buyer by forwarding agency or prepares it for personal collection in the shop). For orders accepted after 2:00 p.m., the Seller prepares the goods the following working day.

If the goods are not in stock, the Seller shall notify the Buyer of this fact and shall deliver the goods immediately upon receipt of the item. If it is not possible to despatch the goods within 7 working days after the order receipt, the Seller shall immediately notify the Buyer of this fact and of the expected delivery date. In this case, the Seller can also offer the Buyer a different comparable product. The Seller also asks the Buyer for the approval of the

proposed procedure. If the Buyer does not communicate his approval within 7 days, or if he refuses the proposed procedure, the purchase contract is cancelled from the beginning.

VII. Warranty claim, withdrawal from the contract

If the Buyer does not collect the goods personally, the delivery time of the goods is the moment when the Buyer receives the goods from the courier..

If the Buyer finds out any difference between the content of the delivery note and the delivered goods (for example in the kind or amount of items) or if he does not receive correctly completed tax document, he is obliged to claim the defects immediately, but no later than within 3 days. The claim has to be presented to the above mentioned address of the Seller. If the Buyer fails to present the claim within this period, the Seller can consider any later claim as unjustified.

According to § 2161 of the Civil Code, the Seller is responsible to the Buyer for the fact that the sold goods at the moment of delivery are free from defects – this means that the goods have the described expected characteristics usual for the kind of goods and it meets the requirements of legislation and corresponds to the purpose of use specified by the Seller or to the usual purpose of use of such things. If a defect becomes evident within six month from the date of receipt of the goods, it is considered that the goods were not free from defects at the moment of delivery, if not proven otherwise or if it is not contrary to the nature of the goods. This does not apply if the Buyer knew of the defect, or if it was obvious from the nature of the sale and the goods were sold at a lower price, or if the Buyer himself caused the defect.

The Buyer is entitled to claim the defect that occurs in consumer goods within 24 months from the date of receipt of the goods. To determine the time limit for the claim of the defect it is necessary to use the data from the purchase documents (invoice, receipt, delivery note or documents from the shipping companies that certify delivery of goods to the Buyer).

The Buyer is not entitled to claim the defect in case of improper or careless use of the goods, use of the product contrary to its purpose or the instructions, mechanical damage, normal wear and tear of goods, natural disasters, such as lightning or other atmospheric discharge or phenomenon, power surges, fire or water or exposure to other non-standard phenomena.

The Buyer is not entitled to claim the defect in case of normal wear and tear of goods, improper selection of the type of goods, improper use and handling, incorrect installation of the product, improper maintenance and storage, non-compliance with recommended best practices and improper interference with the goods.

Immediately upon receipt, the Buyer is obliged to examine the delivered products and without undue delay inform the Seller of any defects. If a defect appears within the warranty period, the Buyer is obliged to inform the Seller immediately.

In case of warranty claim, the costs of delivery of the goods to the Seller are paid by the Buyer.

Within three days after receipt of the claimed goods the Seller shall inform the Buyer how the claim will be resolved. The Seller shall resolve the claim within thirty days. Once the claim is resolved, the Seller informs the Buyer. The Buyer can collect the goods personally or it could be sent to him at the expenses by the Seller.

To facilitate the claim process we recommend to fill in the Claim form (downloadable from the website of the Seller here and send hard copy of this form together with the claimed goods.

To justify the claim, the Buyer is obliged to prove his rights from the purchase contract and comply with the following requirements:

1. Describe accurately the defect and its effects; if the defect does not occur permanently, it is necessary to clearly specify the condition under which it occurs.
2. Deliver the goods to the above mentioned address of the Seller in the state corresponding to the time when the reason for the claim occurred.
3. Demonstrate that the purchase contract has been concluded – present the invoice or the document demonstrating the receipt of the goods (delivery note)
4. The claimed goods must be complete, i.e. including all cables, manuals, any other accessories etc.

In the case of the claim of the defect the Buyer may require supply of new goods without defects, if it is not improper regarding the kind and scope of the defect. If the defect relates to only part of the product, the Buyer may request exchange of its part; if not possible, he may withdraw from the contract. If the defect can be repaired easily without undue delay, the Buyer has the right to a free repair.

The Buyer has the right to delivery of new goods or exchange of its part also in case of removable defects - in case he cannot properly use the goods due to removable defects repeatedly arising after repair or due to a large number of removable defects. In this case, the Buyer has also the right to withdraw from the contract.

If the Buyer does not withdraw from the contract, does not require supply of new goods without defects or exchange of its part or a free repair, he has the right to request a reasonable discount. The Buyer has also the right to an adequate discount if the Seller cannot deliver him a new product without defects, exchange its part or repair it, and if the Seller fails to repair the defect within a reasonable time or if the repair could cause him substantial difficulties.

Withdrawal from the contract

The Buyer has the right to withdraw from the contract by sending the goods back within 14 days after receipt of the goods from the shipping company (does not apply to personal purchase of goods at the Seller's premises).

If the Buyer decides to do so in the above mentioned period (the decisive date is the date when the goods is sent back), he must meet the following requirements:

1. Fill in the form for the right to withdraw from the contract - either by downloading it here or by sending a letter stating at least the following information:

Notice of withdrawal from the contract

Autolamp CZ s.r.o., Kratonohy 91, Kratonohy, ZIP code 50324

I hereby announce withdrawal from the purchase contract – see the attached purchase document _____

The goods were ordered (date) _____ and delivered (date) _____

The Buyer: name and surname, full address _____

Date _____

Buyer's signature _____

The completed form or the letter (hard copy) must be sent to the Seller within the due period.

2. The goods must be sent back to the Seller - Autolamp CZ s.r.o., Kratonohy 91, Kratonohy, ZIP code 50324, Czech Republic. The goods must be sent back without undue delay, at the latest within 14 days after the withdrawal from the purchase contract (to meet the deadline, it is necessary to send the goods back within the above mentioned period). The goods must be accompanied by a document certifying the right of the Buyer (e.g. accounting document). The costs of sending the goods back to the Seller are paid by the Buyer.

3.

3. Goods must be sent back complete, with all components, accessories and documentation. Packaging that is not destroyed while unpacking the product and that is not disposable (e.g. a firm box for long-term storage of goods in a car) is also considered to be such component and therefore it must be sent back with the goods.

The Buyer acknowledges that he has the right to test the products and verify its functions to the extent that would be normal in case of personal purchase (e.g. in case of bulbs - verify their functions by plugging in the power supply; in case of wipers - their visual inspection, etc.). In case that the goods have been used to a greater extent, the Seller is entitled to charge the Buyer for damages incurred by the Buyer. The damage compensation must correspond to the reduction in the value of the returned goods compared to the price of the same new goods.

The amount of the damage compensation is limited to the purchase price of the product, without additional costs. The Seller has the right to deduct the damage compensation from the purchase price to be returned.

The Seller returns to the Buyer all the payments received from the Buyer, except for the delivery costs (costs of delivery in case the Buyer chose different delivery method than the least expensive method offered by the Seller, which is personal collection - § 1832, section 2 of the Civil Code) and except for the potential damage compensation mentioned in the previous paragraph (§ 1833 of the Civil Code). The Seller returns the payments without undue delay, at the latest within 14 days from the date of the receipt of Notice of withdrawal from the contract, but not before the goods have been returned.

In case of withdrawal from the contract, it is not possible to send the goods back to the Seller "cash on delivery". All such consignments are immediately rejected and returned to the sender.

Privacy Policy

Basic provision

1. The Personal Data Administrator under Article 4 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "GDPR") is Autolamp CZ s.r.o. IČ 25941470 with registered office at Kratonohy 91, 50324 Kratonohy (hereinafter referred to as "administrator").

2. The contact information of the trustee is
address: Autolamp CZ s.r.o., ratonohy 91, 50324 Kratonohy
email: autolamp@autolamp.cz
phone: 495585855

3. Personal data means any information about an identified or identifiable natural person; an identifiable natural person is a natural person that can be identified directly or indirectly, in particular by reference to a particular identifier such as name, identification number, location data, network identifier or one or more specific physical, physiological, genetic, psychological, economic, the social identity of this individual.

Sources and categories of processed personal data

1. The administrator processes the personal data you have provided to him / her, or the personal information that the administrator has received on the basis of your order.
2. The administrator handles your identification, contact details and data necessary for performance of the contract.

Legitimate reason and purpose of processing personal data

1. The legitimate reason for the processing of personal data is
 - performance of the contract between you and the trustee under Article 6 (1) b) GDPR,
 - the legitimate interest of the controller in providing direct marketing (in particular for sending business messages and newsletters) under Article 6 (1) f) GDPR,
2. The purpose of processing personal data is
 - arranging your order and exercising the rights and obligations arising from the contractual relationship between you and the trustee; (personal name, address, contact), the provision of personal data is a necessary requirement for the conclusion and performance of the contract, without the provision of personal data it is not possible to conclude the contract or to fulfill it by the administrator,
 - sending business messages and doing other marketing activities.

Retention time of data

1. The administrator keeps personal data
 - for the time necessary to exercise the rights and obligations arising from the contractual relationship between you and the trustee and the exercise of the claims under these contractual relationships (for 15 years from the termination of the contractual relationship).
2. At the end of the retention period, the administrator will erase personal information.

Recipients of personal data (subcontractors)

1. The recipients of personal data are persons
 - Contributing to the supply of goods / services / making payments on the basis of a contract,
 - Providing e-shop services (Shoptet) and other services in connection with the operation of an e-shop,
2. The controller does not intend to transfer personal data to a third country (to a non-EU country) or an international organization.

Your rights

1. Under the terms of the GDPR you have
 - the right to access your personal data under Article 15 of the GDPR,
 - the right to correct personal data pursuant to Article 16 of the GDPR, or the restriction of processing under Article 18 GDPR.
 - the right to delete personal data under Article 17 of the GDPR.
 - the right to object to processing under Article 21 of the GDPR and
 - the right to data portability under Article 20 GDPR.
 - the right to withdraw consent to processing in writing or electronically to the address or email of the administrator referred to in Article III of these Terms.
2. You also have the right to file a complaint with the Personal Data Protection Office if you believe that your right to privacy has been violated.

Privacy Policy

1. The Administrator declares that he has taken all appropriate technical and organizational measures to safeguard personal data.

2. The administrator has taken technical measures to secure data warehouses and personal data repositories in paper form.
3. The Administrator declares that personal data are only accessible to persons authorized by him / her.

IX. Other arrangements

Documentation related to the purchase contract is archived by the Seller in the necessary extent and for the period required by law (act no. 563/1991 Coll. and other related regulations). This documentation is considered to be confidential and is accessible only to authorized persons.

The Seller informs the Buyer, as required in § 1826, section 1, point a) of the Civil Code, that the Buyer has to download the documentation related to the purchase contract in time, as stated above, because the link is valid only 30 days after the order submission and after this deadline the documents will not be accessible to the Buyer from the link any more.

In case of the warranty claim according to these business terms and conditions, the Buyer can also use extrajudicial settlement of the dispute and consult the organizations under the umbrella of the Ministry of Industry and Trade (<https://www.mpo.cz/en/consumer-protection/default.html>) or the Czech Trade Inspection Authority, Štěpánská 567/15 , 120 00 Prague 2, <https://www.coi.cz/en/>.

The valid and applicable version of these Business terms and conditions is the one that can be found on the website of the Seller on the day of submitting the electronic order. The Business terms and conditions are an integral part of each purchase contract between the Buyer (natural person) and the Seller (business company Autolamp CZ s.r.o. , ID: 25941470, Kratonohy 91, Kratonohy, ZIP code 50324, Czech Republic). By submitting the electronic order, the Buyer confirms acceptance of these Business terms and conditions (version valid on the date of submission of the order).