

General Terms and Conditions

These General Terms and Conditions govern the relationships between the company Luxona Studio s.r.o., headquartered at Okružní 669, 252 44 Dolní Jirčany (municipality Psáry), registered at the Municipal Court in Prague, Section C, File No. 145067, ID: 28485971, DIC: CZ28485971, (hereinafter the "Company") and its trading partners (hereinafter the "Customer" or the „Buyer“).

1. Initial Provisions

- 1.1. These General Terms and Conditions are an integral part of the purchase agreements or invoices, issued by the Company, arising on the basis of confirmed orders.
- 1.2. If the contractor is a consumer, the relationships that are not covered by these terms and conditions are managed by the Act No. 40/1964 Coll., Civil Code and Act No. 634/1992 Coll. of Consumer Protection as amended.
- 1.3. If the contractor is an entrepreneur or a legal entity and if the closure of an order is part of its business activities, the relationships that are not covered by these terms and conditions are managed by the Act No. 513/1991 Coll. Commercial Code, as amended.
- 1.4. By submitting a binding order, the Customer confirms, that they are familiar with these General Terms and Conditions and agree with them. Before sending an order the Customer is sufficiently informed of the possibility to familiarize themselves with the Terms and Conditions and Claim Regulations.

2. Order

- 2.1. The term Order for these General Terms and Conditions shall mean the Buyer's unilateral act, directed against the Company to obtain from them ordered goods (hereinafter the „Order“).
- 2.2. The list of products is listed on the Company's website <http://www.luxonastudio.com> and Company's catalogue.
- 2.3. Photos of the products are for illustrative purposes only and may not correspond to reality (color, surface).
- 2.4. Orders can be made by e-mail, by post or by telephone. Immediately after sending the order the Customer receives confirmation of receipt of the Order.
- 2.5. Actual product availability will always be confirmed on the basis of an Order.

3. Price

- 3.1. Prices are governed by a valid Ex-Works price list and are conformable with INCOTERMS 2010, unless agreed otherwise. Prices are featured net of VAT.
- 3.2. The price list is continuously updated, therefore the Company reserves the right to make actual changes.
- 3.3. The price does not include transportation costs, duty, tax, installation, routine maintenance or other additional costs associated with the goods. All these costs are covered by the Customer.

4. Discounts

- 4.1. The Company provides discounts for wholesale business partners (by arrangement).

5. Delivery

- 5.1. The goods on order will be according to its availability and operating options of the Company, promptly delivered to the Customer. Due date is set in the confirmation of the Order.
- 5.2. Any extension of specified delivery date will be immediately announced to the Customer with the information about substitute delivery date. If the Customer does not agree with the changes, they have the right to withdraw from the contract or they may be offered a replacable product comparable to the original one.

6. Transportation

- 6.1. The delivery of the goods is provided through the Czech Post, PPL or transport services Gebrüder Weiss, DHL, Aramex.
- 6.2. The Company reserves the right of partial deliveries and partial invoicing.
- 6.3. Delivery costs are covered by the customer (including the delivery costs in case of the exchange of the goods within the warranty period).

7. Payment Terms

- 7.1. Payment for goods must be credited to the account of the Company prior to dispatch (unless agreed otherwise).

8. Custom manufacture

- 8.1. The company is also able to satisfy customers who require an unusual size and/or appearance of products.

9. Complaints and Warranty

- 9.1. These complaints and warranty terms are processed according to the appropriate provisions of the Civil Code (Act No. 40/1964 Coll.) and Act No. 634/1992 Coll. of Consumer Protection, both as amended.
- 9.2. The deadline for settlement of a claim is 30 days.
- 9.3. When purchasing, the Customer obtains the proof of purchase. This document contains the following details: purchasing date, the kind and type of product, purchase price and identification of the Company. This document must be kept for any claim.
- 9.4. The products are warranted for 24 months. The warranty begins on the day of the receipt of the goods by the Buyer.
- 9.5. The warranty covers all manufacturing defects originating during the warranty period.
- 9.6. The warranty does not cover ordinary wear and tear caused by its customary use and:
 - 9.6.1. Any defects resulting from improper installation, service or adjustment of the product.

- 9.6.2. Any defects caused by improper handling, inadequate treatment or failure to use and maintain according to the instructions.
- 9.6.3. Any defects caused by mechanical damage, by natural disaster, weather conditions or mis-handling.
- 9.6.4. Any damage caused during the transport in the case of transport by the Customer. In the case of transport by an external transporter it is necessary to check for any obvious defects and damage on delivery. Any damage must be reported immediately to the transporter and noted in the accompanying carrier's delivery form.
- 9.6.5. The defects that arise due to natural material changes.
- 9.7. In the event of a complaint, the Customer receives written confirmation containing the date of a claim, the reason for a claim, the required method of settlement of a claim. The Customer is obliged to submit this document for the claim settlement. Then it will be completed by the date and method of the settlement of a claim, confirmation of repair and its duration, or a written justification for rejecting a complaint.
- 9.8. If the way of settlement of a claim is the exchange of the goods, the warranty period starts again from the day of receiving the new product.
- 9.9. The claims are dealt solely with the Buyer or with their authorized representative.
- 9.10. When making a claim the Buyer must prove that the goods were purchased from the Company and it is under the warranty. The best way to prove these facts is submission of the sales receipt. (i.e. warranty card).
- 9.11. The cost of dismantling the claimed goods and other related costs shall be covered by the Buyer.
- 9.12. The Company is not responsible for any direct nor indirect damages resulting from the operation of the goods and their functional properties. Furthermore it is not liable for damages caused by improper use, external influences and wrong manipulation.

10. Withdrawal from contract

- 10.1. In accordance with Act No. 40/1964 Coll., § 53 paragraph 7 Civil Code, the customer has the right to withdraw from the contract without giving any reason within 14 days of receipt of the goods.
- 10.2. In this case, it is necessary to fulfill the following conditions:
 - 10.2.1. Goods must be delivered to the Company's address with the number of the purchase document.
 - 10.2.2. Returned goods must be complete, undamaged, with accessories and all evidence of purchase, including any gifts received with the goods. In the case of returning the damaged, worn or incomplete products, the Company reserves the right to compensation, which it is entitled to offset against the purchase price. The return amount will therefore be paid at a lower value.
 - 10.2.3. The Company does not accept goods shipped cash on delivery.
- 10.3. The possibility of withdrawal shall not apply to:
 - 10.3.1. The supply of the goods or services which price depends on fluctuations of the financial market beyond the control of the Company.
 - 10.3.2. The supply of atypical goods manufactured or modified at the request of the Customer.
 - 10.3.3. The supply of consumer goods and other goods at which it is consumed by using part of its value and can not be return to its original condition before buying.
- 10.4. The purchase price will be refunded to the Customer via a bank transfer within 30 days of receipt of returned goods.

11. Privacy

- 11.1. The Company will keep following Customer's personal data with their approval: name, address, phone and email connections. This information is primarily used to facilitate any further orders, and is handled in accordance with the Act No. 101/2000 Coll., Personal Data Protection, as amended.
- 11.2. The Customer providing such personal data agrees that their data were used by the Company for the purpose of communicating information about new products by e-mail.
- 11.3. The consent to storage and processing of personal data or to receive commercial information can be canceled at any time by the Customer by sending an e-mail to info@luxonastudio.com, or announcing by telephone.

12. Final provisions

- 12.1. These General Terms and Conditions are available on the Company's website: <http://www.luxonastudio.com>, and therefore can be archived and reproduced by the Customer. Terms and conditions apply to the extent and wording, which is stated on the website on the day of ordering.
- 12.2. All possible disputes between the Company and the Customer arising from the concluded purchase agreement for the use of these terms shall be arbitrated exclusive by the appropriate Court located in the city where the business headquarters of the Company are located.
- 12.3. The Company may at any time cancel, modify or supplement these terms and conditions.

Prague, 1.10.2008