

General Terms and Conditions

1. General Terms and Conditions /

- 1.1 These General Terms and Conditions (“**General Terms and Conditions**”) apply to the contractual arrangement between the client (“**Client**”) and any of the LASVIT group companies (“**LASVIT**”).

2. Price Quotation / Purchase Order / Contract /

- 2.1 These General Terms and Conditions form an integral part of the purchase agreements and contracts for work (“**Contract**”) concluded between the Client as the buyer or customer and LASVIT as the seller of products, goods or services or the contractor of the work (“**Product**”).
- 2.2 The Contract is concluded either by both parties signing the Price Quotation/Purchase Order or by their unconditional acceptance of the terms of Price Quotation/Purchase Order in another form.
- 2.3 In the event of a conflict between these General Terms and Conditions and the Contract, the Contract shall prevail.

3. Product /

- 3.1 The Product is intended exclusively for decorative purposes. Unless expressly agreed otherwise by the parties in writing, the Product does not constitute a construction product.
- 3.2 Unless expressly agreed otherwise by the parties in writing, the Product is intended solely for use under “**Standard Indoor Climate Conditions**” which shall mean:
- 3.2.1 enclosed interior space with stable humidity and temperature;
 - 3.2.2 environment free from excessive exposure to moisture, dust, salt, chemicals, airborne grease, or significant temperature fluctuations;
 - 3.2.3 relative air humidity between 32% and 60%, without condensation on any part of the Product;
 - 3.2.4 ambient temperature between 5°C and 35°C, with a maximum fluctuation of $\pm 5^{\circ}\text{C}$ within twenty-four (24) hours (for Products with light sources), and
 - 3.2.5 ambient temperature between 5°C and 60°C, with a maximum fluctuation of $\pm 5^{\circ}\text{C}$ within twenty-four (24) hours (for Products without light sources).

4. Prices /

- 4.1 If the Contract is not concluded by the Client within one (1) month from the delivery of the Price Quotation/Purchase Order, LASVIT is entitled to revise the price for the Product (**"Price"**).
- 4.2 Prices are agreed without value added tax. LASVIT is entitled to increase the invoiced Price by the amount corresponding to the VAT according to the applicable legislation.
- 4.3 Unless the parties expressly agree otherwise in writing, the Price shall not include the costs or expenses relating to the following: packaging, transport, workplace equipment, taxes, customs duties, fees, inflationary effects, insurance, obtaining necessary permits, approvals, opinions or statements, specific additional requirements of the Client or other suppliers of the Client which are to be taken into account in relation to the Product, including requirements concerning Product's installation or fixing.
- 4.4 Unless expressly agreed otherwise by the parties in writing, LASVIT will not arrange for the certification of the Product, and the Price does not include any costs related to such certification.

5. Payment Terms /

- 5.1 The Client shall pay the Price under the following payment terms:
 - 5.1.1 50 % of the Price upon the delivery of relevant invoice issued by LASVIT following the conclusion of the Contract (**"Deposit No. 1"**);
 - 5.1.2 20 % of the Price upon the approval of shop drawings by the Client (**"Deposit No. 2"**);
 - 5.1.3 30 % of the Price upon completion of production (**"Balance Payment"**).
- 5.2 The Product will only be handed over or shipped to the Client upon receipt of the Balance Payment.
- 5.3 All payments shall be made by wire transfer to the relevant bank account within seven (7) days of the invoice date.
- 5.4 The Price is calculated on the basis of customs duty rates applicable on the date of the Contract conclusion. If any changes to these rates occur due to policy adjustments by the relevant authority, LASVIT reserves the right to adjust the Price accordingly. Any such change will be communicated to the Client without undue delay.
- 5.5 In the case of a delay in payment of the Price or any part thereof or any other financial obligation, LASVIT has the right to charge the Client interest on the overdue amount at a rate of 0.05% per day.

6. Drawings and Samples, Subcontractors /

- 6.1 Upon conclusion of the Contract and payment of the Deposit No. 1, LASVIT will provide to the Client, depending on the nature of the Product and if agreed by the parties, the shop drawings, fixing drawings, wire diagram, samples and the mock-ups (“**Drawings and Samples**”) based on which the actual Product is to be manufactured.
- 6.2 In connection with the preparation of the Drawings and Samples and before their finalization by LASVIT the Client is obliged to inform LASVIT in advance about any non-standard implementation of digital dimming signals; otherwise the standard implementation will be assumed. Such non-standard implementation includes in particular the systems that work on percentage rather than digital values, as well as systems that apply nonlinear dimming curves.
- 6.3 LASVIT will manufacture the Product based on the Drawings and Samples confirmed and signed off by the Client. Any costs and expenses connected with the confirmation process regarding Drawings and Samples, including travel and accommodation expenses will be borne by the Client.
- 6.4 Once the Drawings and Samples of the Product have been confirmed and signed off by the Client, LASVIT shall not be obliged to accept any request for alteration or modification of the Product including change of design, dimensions, materials or other parameters.
- 6.5 LASVIT will use its best endeavours to cooperate with the Client in case of its request for alteration or modification of the Product. Any additional, direct or indirect costs and expenses arising in connection with any alteration or modification of the Product will always be borne by the Client with a minimum charge of USD 3,000 per each request for alteration or modification.
- 6.6 LASVIT will not be liable for any extension of the time necessary for implementation of alteration or modification of the Product requested by the Client.
- 6.7 LASVIT is entitled to engage subcontractors for the manufacturing process and the fulfilment of all its obligations under the Contract.

7. Product Delivery Timeline /

- 7.1 Unless LASVIT stipulates otherwise or the parties expressly agree otherwise in writing, the main timeline milestones of Product delivery are as follows:
 - 7.1.1 four (4) weeks for the preparation of Drawings and Samples commencing on Monday following the receipt of the Deposit No. 1;
 - 7.1.2 sixteen (16) weeks for manufacturing the Product commencing on Monday following the Drawings and Samples approval and receipt of the Deposit No. 2;

- 7.1.3 one (1) week for the transport of the Product after receipt of the Balance Payment.
- 7.2 If the finalization of the Product, its handover, transport, delivery, installation or any other phase of Product realization or implementation is delayed, postponed or otherwise obstructed because of the reasons on the Client's or any third party's side such as, but not limited to, delay of payment from the Client, postponing factory visit, postponing approval of pre-installed items, failure to prepare the installation site in accordance with the LASVIT's requirements or failure to ensure access of LASVIT to the installation site, the Client must reimburse LASVIT for the storage of the Product and all goods necessary for the Product implementation at the agreed rate of:
- 7.2.1 USD 200 per day for the Price of the Product up to USD 100,000,
- 7.2.2 USD 400 per day for the Price up to USD 500,000 and
- 7.2.3 USD 600 per day for the Price exceeding USD 500,000, and reimburse all other costs and expenses incurred by LASVIT in connection therewith, if the storage is arranged for by LASVIT.
- 7.3 If LASVIT is responsible for the transport of the Product, relevant transportation costs will be charged to the Client. Such transportation costs are considered as fluent passage of the shipment and do not include any storage. Should the Client require the storage, the cost of storage and additional local delivery cost will be charged to the Client.
- 7.4 The Client should contact LASVIT if delivery is required before the originally agreed date. LASVIT will, but is not obliged to, try to re-arrange the delivery schedule.

8. Installation Time /

- 8.1 The time for Product installation is approximately five (5) days from the Product's arrival to the installation site, given that all conditions stipulated in these General Terms and Conditions and the Contract have been met.
- 8.2 The Client must inform LASVIT at least two (2) weeks in advance about the requested commencement date of installation which must always be in line with the agreed Product delivery timeline.
- 8.3 The Client is obliged to arrange for any documentation necessary for LASVIT to access the installation site and ensure that LASVIT will have access to the installation site as stipulated below.
- 8.4 If the installation team is required to enter quarantine due to legal or health requirements in the given country where the installation takes place or if there are any similar delays not caused by LASVIT, any costs of LASVIT connected with it will be borne by the Client.

9. Installation /

9.1 The installation of the Product:

- 9.1.1 includes assembly of the Product on the installation site;
- 9.1.2 excludes construction works which require intervention into ceiling, wall or floor including drilling or installation of cable wiring;
- 9.1.3 excludes the fixing of the mounting hooks, threaded rods or other fixing features in the ceiling, wall or floor and/or any other fixtures.

9.2 It is the Client's sole responsibility to ensure that all fixing requirements are met in the right quality and on time. LASVIT only proposes the fixing requirements without taking any direct or indirect responsibility or liability.

9.3 In case of fixing directly into the false ceiling the cutting out of the false ceiling for light sources and drilling into the false ceiling for screw-in fixing system are also excluded.

9.4 It is the Client's sole responsibility to, in particular:

- 9.4.1 ensure that the installation site is ready for the installation of the Product and in particular that the installation site is in full compliance with the requirements ensuing from Drawings and Samples and further requirements of LASVIT communicated to the Client;
- 9.4.2 ensure that the installation site is clean and safe;
- 9.4.3 arrange for and prepare all equipment necessary for the installation of the Product, including the scaffolding, mobile elevated work platform and/or other supporting platforms and equipment for the LASVIT technicians to use during the installation of the Product, as specified by LASVIT;
- 9.4.4 provide power supply and data cable wiring;
- 9.4.5 provide dimming signal, all needed equipment and software for dimming, colour changing or other light effects if applicable, including programming and scene setting;
- 9.4.6 make any tests necessary for fixing purposes including vibration tests.

9.5 All equipment provided by the Client in the course of installation must comply with applicable safety standards, be suitable for safe use, and possess valid certificates authorizing its safe operation.

- 9.6 The Client is obliged to inform LASVIT in advance about any specific or unusual conditions of the installation site of the Product, in particular, if such conditions may affect the Product, the technique, equipment and manpower required on the installation work and/or may affect the health or safety of LASVIT personnel, e.g. if the site is at earthquake area, humid or other similar unusual environment, if there is a risk of water, sea salt, dust, smoke, strong air movement or other similar exposures, or if the Product is to be installed in outdoor or semi-outdoor areas or in indoor areas which may be exposed to outdoor elements.
- 9.7 The Client is responsible for and ensures to comply with all obligations stipulated by relevant laws in the area of packaging and other waste and unused materials (“Waste”) management on the installation site and is fully responsible for the disposal and removal of the Waste from the installation site in accordance with relevant laws. The Price does not include the costs of Waste disposal and removal from the installation site. Any such costs will be borne by the Client.
- 9.8 LASVIT is not responsible for protecting individual installed parts of the Product, and the Client will take full responsibility in this respect.
- 9.9 Installation is considered as continuous work (one trip) by LASVIT team. The Client is obliged to ensure that LASVIT team will be allowed to work at least six (6) days a week in unlimited hours at LASVIT's own choice. Costs for the lost work time and/or additional travel cost caused by delay on the site will be borne by the Client. LASVIT shall have no obligation to complete the installation by the agreed time frame if the Client imposes any restrictions to LASVIT team in their access to the installation site.
- 9.10 If the Client appoints any contractor on site, the Client shall procure the contractor to fully assist and cooperate with the personnel of LASVIT in the entire installation process and ensure that the contractor shall fulfil any and all obligations stipulated in these General Terms and Conditions and the Contract.
- 9.11 The Client shall provide to LASVIT two (2) experienced local helpers at all times during the installation of the Product.
- 9.12 LASVIT bears no responsibility for the quality and safety of the installation and the Product, if the installation is not carried out by a LASVIT experienced technician or under LASVIT representative supervision.
- 9.13 If the installation of the Product is delayed, postponed or otherwise obstructed because of the reasons on the Client's or any third party's side such as, but not limited to, failure to prepare the installation site in accordance with the LASVIT's requirements or failure to ensure access of LASVIT to the installation site, LASVIT reserves the right to charge the Client for lost work time at a rate of USD 600 per day per member of LASVIT team.

- 9.14 If the installation of the Product is delayed, postponed or otherwise obstructed because of the reasons on the Client's or any third party's side such as, but not limited to, failure to prepare the installation site in accordance with the LASVIT's requirements or failure to ensure access of LASVIT to the installation site, the Client is obliged to ensure proper storage of the Product at its own costs and liability; the storage space must meet LASVIT's requirements and must not adversely affect the Product in any way.
- 9.15 Upon the completion of the installation of the Product the parties shall sign the handover protocol. The Client shall ensure that a person authorized to sign the handover protocol on its behalf is present at the installation site upon the completion of the installation of the Product. If no such person is present, LASVIT is entitled to send the handover protocol to the email address specified by the Client in the Price Quotation/Purchase Order, and the Client shall return duly signed copy of the handover protocol in PDF format within seven (7) days.
- 9.16 If necessary and if not provided by LASVIT in advance, the handover protocol shall include the maintenance instructions and cleaning manual ("**Maintenance and Cleaning Manual**"). The Client is obliged to maintain and clean the Product in accordance with the Maintenance and Cleaning Manual and ensure that all persons involved in the maintenance and cleaning of the Product comply with all obligations stipulated in the Maintenance and Cleaning Manual. The Client may contact LASVIT separately for quote regarding maintenance or cleaning of the Product if such services are required.
- 9.17 In case of any ambiguity, discrepancy, or inability to prepare the installation site or to execute other works for which the Client is responsible, the Client shall promptly notify LASVIT.
- 9.18 The installation process including the handover of the Product shall be deemed to have been successfully completed:
- 9.18.1 if the Client does not sign a handover protocol within seven (7) days after being requested to do so by LASVIT or
 - 9.18.2 if the Client does not give notice to LASVIT in writing within seven (7) days after the completion of the installation of the Product of any matter on the basis of which it claims that the Product is not in accordance with the Contract.

10. Claims and Limitation of Liability /

- 10.1 Any obvious defects or obvious deficiency in quality or quantity of the Product must be claimed by the Client in writing (i) within seven (7) days of the handover of the Product to the Client where LASVIT is not responsible for the installation of the Product, (ii) within seven (7) days of the completion of the installation of the Product or (iii) in the handover protocol. If the Client does not claim the obvious defects or obvious deficiency in quality or quantity of the Product in accordance with the previous sentence, the right of the Client to claim the obvious defects or obvious deficiency in quality or quantity of the Product will cease to exist.
- 10.2 LASVIT always has a right to remove the defects or deficiencies by repairing the Product first or by delivering the missing quantity. The Client shall provide LASVIT with all necessary cooperation and access to the Product and the installation site to allow inspection and remedial works. The Client shall not, and shall ensure that no third party shall, repair, modify, dismantle, relocate or otherwise interfere with the Product without LASVIT's prior written consent except where necessary to prevent imminent damage or for safety reasons. In the case of a breach of any of these obligations, the Client loses all related claims and remedies.
- 10.3 LASVIT shall not be liable for any indirect damage, incidental damage or consequential damage (including lost profits, loss of markets, loss of use, loss of an opportunity, loss due to deterioration, loss of reputation or goodwill).
- 10.4 LASVIT's liability on any claim shall not exceed the total Price paid by the Client.
- 10.5 LASVIT shall bear no responsibility for the installation of the Product and the Product in environments where conditions differ from the Standard Indoor Climate Conditions unless expressly agreed otherwise by the parties in writing.

11. Warranty /

- 11.1 LASVIT grants a 2-year limited warranty on the quality of the Product ("**Warranty**", "**Warranty Period**").
- 11.2 If LASVIT is not responsible for the installation of the Product, the Warranty Period will start from the first day following the date when LASVIT (i) handed over the Product to the Client or relevant carrier where LASVIT is not responsible for the transport of the Product or (ii) delivered the Product to the Client or to the place of its installation where LASVIT is responsible for the transport of the Product.

11.3 If LASVIT is responsible for the installation of the Product, the Warranty Period will start from the first day following the date of execution of the handover protocol or from the first day following the date when the installation process shall be deemed to have been successfully completed in accordance with Article 9.18 hereof, whatever happens earlier.

11.4 The Warranty does not cover:

- 11.4.1 any problems or defects of the Product caused by normal wear and tear;
- 11.4.2 any problems or defects of the Product caused by inappropriate usage;
- 11.4.3 any problems or defects of the Product caused by maintenance or cleaning;
- 11.4.4 any problems or defects of the Product caused by the installation of the Product, if installation is not carried out or supervised by a technician or other personnel of LASVIT;
- 11.4.5 any light sources replacement in the Product;
- 11.4.6 any fixing defects or defects caused by the fixing of the Product including unsuitable fixing or mounting points prepared by the Client;
- 11.4.7 any problems or defects caused by electrical supply conditions, including power spikes, power surges or any mechanical damage beyond LASVIT's control;
- 11.4.8 any problems or defects caused by any changes or modifications to the Product that have not been previously approved by LASVIT including any engineering modifications or changes of components, and including any defects arising as a result of any such changes or modifications;
- 11.4.9 any damage caused by unauthorized manipulation of electrical equipment supplied by LASVIT, including changes to wiring, the addition or removal of components, or changes to configuration, including via digital protocols such as DALI or DMX/RDM;
- 11.4.10 any problems or defects arising as a result of LASVIT following the written instructions or written specifications of the Client, if LASVIT informed the Client about unsuitability of such instructions or specifications;
- 11.4.11 any defects caused by the Force Majeure events including defects which are caused by earthquake, humidity, water, sea salt, dust, smoke, strong air movement or other similar elements;
- 11.4.12 the defects in respect of which the rights to claim them have already ceased to exist.

11.5 The Warranty will not apply if:

- 11.5.1 Price is not fully paid by the Client;
- 11.5.2 Product is not installed by LASVIT experienced technician or under LASVIT representative supervision;
- 11.5.3 boxes with LASVIT material were opened without presence of LASVIT representative.

12. Ownership Title and Risk of Damage /

- 12.1 Ownership title to the Product shall remain with LASVIT until LASVIT has received full payment of the Price and reimbursement of all costs and charges for the Product which are payable by the Client.
- 12.2 All risk of damage or loss shall pass to the Client upon (i) handover of the Product to the Client or relevant carrier where LASVIT is not responsible for the transport of the Product, (ii) delivery of the Product to the Client or to the place of its installation where LASVIT is responsible for the transport of the Product and is not responsible for the installation of the Product or (iii) installation of the Product by LASVIT where LASVIT is responsible for the installation of the Product.

13. Force Majeure /

- 13.1 LASVIT shall not be liable for any loss or damage resulting from delay or failure to perform any of its contractual obligations, in whole or in part, where such delay or failure is due to causes beyond its reasonable control or not caused by its fault or negligence, including but not limited to war, imminent threat of war, riots, civil unrest, insurrection, government-imposed restraints, declaration of emergency, epidemics, fires, explosions, storms, floods, lightning, earthquakes, or other natural disasters ("Force Majeure").

14. Intellectual Property /

- 14.1 All intellectual property, including copyrighted works, drawings, graphics, designs and/or patents, either registered or unregistered, relating to the Product shall belong to LASVIT only. The Client shall be entitled to use such intellectual property only with the prior written consent of LASVIT.
- 14.2 LASVIT is entitled to take the photos and videos of the installed Product. LASVIT may use such photos or videos for marketing or other similar purposes only with the Client's consent.

15. Termination /

- 15.1 If the Client fails to meet any of its contractual obligations, LASVIT shall have the right to terminate the Contract immediately, i.e. with the effect upon delivery of the written termination notice to the Client.
- 15.2 In case of early termination of the Contract the Client shall be obliged to pay for the work already completed and the Product manufactured by LASVIT, and reimburse all other reasonable costs and expenses incurred by LASVIT.

15.3 In case of breach of any provision of the contractual relationship which might otherwise be grounds for termination and which is capable of remedy, the breaching party shall be given a period of time of fifteen (15) days following the receipt of written notice from the other party to cure or remedy the breach.

16. Governing Law /

16.1 The Contract including these General Terms and Conditions shall be governed by and construed in accordance with the laws of the Czech Republic and the parties hereto hereby irrevocably submit to the jurisdiction of the courts of the Czech Republic.

17. Confidentiality /

17.1 The Client is obliged to maintain confidentiality of all facts falling within the scope of trade secrets within the meaning of Section 504 of the Czech Civil Code (Act No. 89/2012 Coll. as amended), i.e. in particular to all facts of commercial, production and technical nature in tangible or intangible form relating to LASVIT and its customers, its know-how, technical solutions, strategic plans, business plans, balance sheets, designs and procedures, or any other facts relating to LASVIT and/or its customers that have actual or at least potential material or immaterial value for LASVIT and/or its customers.

18. GDPR /

18.1 If any personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR") is provided by LASVIT to the Client, the Client undertakes to handle it in accordance with the GDPR and to comply with all its related obligations.

18.2 In the case that the Client will be a processor of personal data within the meaning of GDPR, the Client undertakes in particular to (i) conclude an appropriate contract with LASVIT for the processing of personal data, (ii) not engage any other processor in the processing of personal data without the prior written consent of LASVIT, (iii) process personal data only on the basis of documented instructions from LASVIT, (iv) ensure that those authorised to process personal data undertake to maintain confidentiality or are subject to legal obligations of confidentiality, (v) assist LASVIT in complying with its obligations under GDPR and related legislation, (vi) provide LASVIT with all information necessary to demonstrate compliance with its obligations under GDPR and related legislation, etc.

19. Notices /

- 19.1 All notices and communications (“**Notices**”) at any time required to be given or made will be in writing in English or Czech and will be given by hand, by courier, by registered letter or by email, unless the Contract, the General Terms and Conditions or applicable legal regulations require a specific form of delivery.
- 19.2 In the case of delivery by courier or registered letter, Notices must be sent to the address specified in the Price Quotation/Purchase Order, unless a different address has been expressly provided in writing by the relevant party. In the case of delivery by email, Notices must be sent to the email address specified in the Price Quotation/Purchase Order, unless a different email address has been expressly provided in writing by the relevant party.
- 19.3 Notices shall be deemed to have been received on delivery (by hand), on confirmation of delivery (courier), seven (7) days after dispatching in the case of the registered letter or on the next business day in the case of the email.

20. Final Provisions /

- 20.1 By entering into the Contract, the Client confirms that it does not consider itself to be the weaker party, that it has had the opportunity to familiarize itself with these General Terms and Conditions and the Contract, understands their contents and intends to be bound by them.
- 20.2 LASVIT and the Client assume the risk of changing circumstances. Neither party shall have the right to request renegotiation, amendment, or rescission of the Contract from the other party or a court due to a material change in circumstances that results in a significant disadvantage to either party.
- 20.3 Upon LASVIT’s request and on the basis of relevant legal obligations and applicable laws, the Client shall provide LASVIT with the identity of the end user of the Product, unless the Client itself is the end user.
- 20.4 LASVIT is entitled to unilaterally amend these General Terms and Conditions to the extent appropriate. LASVIT shall notify the Client by email or registered letter of the change to the General Terms and Conditions. The Client shall be entitled to reject the proposed change and terminate the Contract by giving one (1) month written termination notice. In the event that the Client does not reject the proposed changes to the General Terms and Conditions and does not terminate the Contract, the Client shall be deemed to have accepted the change to the General Terms and Conditions.

20.5 If any provision of these General Terms and Conditions or of the Contract is or becomes invalid or unenforceable, the remaining provisions shall remain in full force and effect. In place of the invalid or unenforceable provision, the relevant provisions of generally applicable law shall apply.