

GENERAL TERMS AND CONDITIONS (GTC) – B2B

ELPOM Czechia s.r.o.

I. Basic Provisions and Scope of Application

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the mutual rights and obligations arising in connection with or on the basis of a purchase agreement, quotation procedure, or other commercial cooperation between:
 - ELPOM Czechia s.r.o.
 - Registered office: Fáblůvka 405, 533 52 Pardubice, Czech Republic
 - Company ID (IČO): 64793168 | VAT ID: CZ64793168
 - Registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section C, Insert 9530
 - Contact e-mail: info@elpom.cz | Phone: +420 466 330 782 (hereinafter referred to as the "Seller") and the buyer, which is exclusively a business entity / entrepreneur (a natural or legal person acting within the scope of its business activity or independent profession) or a legal entity governed by public law (hereinafter referred to as the "Buyer").
2. These GTC apply to all business transactions, purchase contracts, and quotation procedures concluded between the Seller and the Buyer (including international business relations), whether conducted:
 - via the website interface (e-shop / inquiry system) at elpom.cz,
 - via direct e-mail or written communication,
 - based on a telephone order subsequently confirmed in writing or by e-mail.

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BANK DETAILS

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IBAN: CZ7101000001078999720287
SWIFT / BIC: KOMBCZPPXXX



3. The subject of sale is intended exclusively for B2B customers. The Seller does not enter into contracts with consumers. By submitting an order or inquiry (through any channel), the Buyer represents and confirms that it is purchasing within the scope of its business or professional activity (providing its Company Registration Number / VAT ID).
4. Individual contractual arrangements in a written purchase contract or a formal written price quotation take precedence over the provisions of these GTC.

II. Prices, Currency, and VAT

1. All prices listed on the Seller's website or in catalogs are indicative and baseline in nature, unless explicitly stated otherwise.
2. For items from the Seller's own production or custom / atypical product range, the price is listed as "Price on request" or determined individually based on an inquiry.
3. Prices for resold goods represent list prices. The Seller reserves the right to provide the Buyer with individual customer discounts or volume discounts based on order size or long-term cooperation.
4. Prices are quoted in Czech Crowns (CZK) or Euros (EUR) excluding VAT, unless explicitly stated otherwise in the quotation or invoice. For domestic (Czech) Buyers, statutory VAT will be added.
5. For the supply of goods to Buyers registered for VAT in another EU Member State, the reverse charge mechanism applies in accordance with EU VAT legislation. For deliveries outside the EU (exports), prices are exempt from domestic VAT, while all import duties, taxes, and customs clearance fees in the destination country shall be borne solely by the Buyer.
6. Prices do not include packaging and shipping costs, unless agreed otherwise between the parties.

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III. Inquiries, Orders, and Formation of Contract

Business transactions may be conducted in two modes, both via the website interface elpom.cz and through direct e-mail or written communication:

1. Inquiry Mode (Non-binding Inquiry / Quotation):

- If the Buyer selects the "Inquiry" option in the website cart or sends an inquiry via e-mail, this does not constitute a formal proposal to enter into a purchase contract.
- Based on the inquiry received, the Seller will prepare an individual price quotation and lead-time estimate and send it to the Buyer by e-mail.
- A purchase contract is formed only when the Buyer explicitly confirms (accepts) this quotation by e-mail.

2. Order Mode (Binding Order):

- If the Buyer selects the "Order" option in the website cart or sends a direct e-mail ordering specific goods, this action constitutes a binding proposal by the Buyer to enter into a purchase contract.
- A purchase contract is formed when the Seller confirms acceptance of the order to the Buyer by e-mail.

3. Notification of GTC in E-mail Communication:

- In e-mail communications, the Buyer shall be deemed to have acknowledged these GTC no later than when the Seller sends an order confirmation or price quotation containing a link to these GTC (or attached as a PDF), provided the Buyer raises no written objection prior to the commencement of performance.

IV. Payment Terms

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1. The Seller offers the following payment methods:

- Proforma Invoice (Advance Payment / Bank Transfer): The standard payment method for new Buyers, international Buyers, or Buyers without an established credit line. Goods are dispatched after full payment is credited to the Seller's bank account.
 - Cash on Delivery (COD): Payment upon receipt of goods from the carrier (available only for selected countries/regions by prior agreement).
 - Invoice with Deferred Due Date: Payment method reserved for established and verified business partners. The standard payment term is 14 calendar days from the invoice issuance date, unless specified otherwise on the invoice or in an individual contract.
2. For international payments, the Buyer shall bear all banking charges incurred by its own bank and any intermediary banks (bank transfer instruction OUR), unless agreed otherwise.
3. In the event of late payment by the Buyer, the Seller is entitled to charge statutory late payment interest in accordance with applicable Czech law.
4. The Buyer acquires ownership of the goods only upon full payment of the total purchase price, including shipping costs (retention of title).

V. Delivery Terms and Transfer of Risk

1. Shipping Methods and Pricing:

- Self-Pickup / Customer's Own Transport: The Buyer may, upon agreement, collect the goods at the Seller's premises or arrange and pay for its own carrier (corresponding to Incoterms EXW - Ex Works).
- Transport Arranged by the Seller: If the Buyer requests delivery via a carrier arranged by the Seller, shipping and handling fees will be calculated individually based on the

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weight, dimensions of the shipment, and delivery destination (within Czechia or internationally) and included in the quotation / order confirmation.

2. Free Delivery in Czechia: For deliveries within the Czech Republic with an order value exceeding CZK 5,000 excluding VAT, standard transport costs are paid by the Seller. Free shipping does not apply to international deliveries unless explicitly agreed in writing.
3. Transfer of Risk:
 - If the Buyer arranges or orders the transport itself (own pickup or own contracted carrier), the risk of damage or loss of goods transfers to the Buyer upon handing over the goods to the first carrier at the Seller's premises (pursuant to Incoterms EXW).
 - If transport is arranged and ordered by the Seller, the Seller retains responsibility for damage or loss until delivery to the Buyer at the destination point (pursuant to Incoterms CPT / DAP).

VI. Rights from Defective Performance, Warranty, and Claims

1. Warranty Period:
 - For the Seller's own manufactured products (protective and working equipment for LV, HV, and EHV developed/manufactured by ELPOM Czechia s.r.o.), the Seller provides an extended quality warranty of 48 months.
 - For resold goods from other manufacturers, the warranty period is 12 months.
2. Inspection of Goods and Notification of Apparent Defects:
 - The Buyer is obliged to inspect the goods properly upon receipt and check the integrity of packaging.
 - Apparent defects (e.g., damaged packaging, missing items, incorrect product line) must be notified in writing to the Seller without undue delay, but no later than

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7 calendar days from receipt of goods. Failure to observe this deadline results in the forfeiture of rights arising from defective performance.

- In the event of visible transport damage, the Buyer must draft a formal damage report directly with the carrier.

3. Claims Procedure:

- Claims regarding hidden or warranty defects must be submitted by the Buyer in writing to info@elpom.cz including a description of the defect and photographic evidence.
- The Seller will evaluate the claim without undue delay and agree with the Buyer on the remedy (repair, replacement, price discount, or credit note).

VII. Order Cancellation and Contract Termination

1. As contracts are concluded exclusively between business entities (B2B), the Buyer has no statutory right to withdraw from the contract without giving a reason within 14 days.
2. Cancellation of Custom Production: Orders for products customized according to the Buyer's specifications or custom/atypical items cannot be canceled once production or processing has commenced.
3. Cancellation of Standard Reselling Goods: Cancellation of an order or return of unused standard goods is possible only upon prior written agreement with the Seller. In such cases, the Seller reserves the right to charge a cancellation / restocking fee to cover administrative and handling costs.

VIII. Governing Law, Jurisdiction, and Final Provisions

1. All legal relations, purchase contracts, and disputes arising out of or in connection with these GTC shall be governed exclusively by the substantive and procedural laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code.

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2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
3. Any disputes arising from contractual relations between the Seller and the Buyer (including international Buyers) shall be settled exclusively by the court of the Czech Republic having subject-matter and territorial jurisdiction over the Seller's registered office.
4. In the event of any discrepancy or conflict between the Czech version of these GTC and an international translation, the Czech text shall prevail.
5. These General Terms and Conditions take effect on September 18, 2026.

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