

General Terms and Conditions

I. Introductory provisions

1. These General Terms and Conditions (Terms and Conditions) define the mutual rights and obligations of the seller and the purchaser arising in connection with or on the basis of the Purchase Contract or the Contract for Work concluded between ATB Aquarium Technik Burian s.r.o., ID No. 04800559, and the purchaser and the client.

2. The seller and the contractor are the trading company ATB Aquarium Technik Burian s.r.o., with the registered office at Polní 1137, Valtice 691 42, Czech Republic, registered in the Commercial Register kept with the Regional Court in Brno, Section C, File No. 91956 ("ATB"). ATB is an entrepreneur, which supplies the purchaser with goods or services either directly or through other entrepreneurs. Customer line: tel.: +420 732 514 272, email: office@aquariumtechnik.at

Company headquarters Polní 1137 691 42 Valtice +420 732 514 272 office@aquariumtechnik.at	Lanžhot office Nová 551 691 51 Lanžhot +420 732 514 272 office@aquariumtechnik.at
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2. The purchaser and the client may be an entrepreneur or an end user – an individual (jointly referred to as "customer").

An entrepreneur is an entity engaged, on its own account and liability, in gainful activity through a trade or in a similar manner with the intention of doing so systematically for the purpose of making a profit. The term entrepreneur also includes any person or entity that concludes contracts relating to their own business, production or similar activity or in the separate pursuit of their profession, or a person who acts on behalf of or on the account of an entrepreneur.

4. All contractual relations are concluded in accordance with the laws of the Czech Republic.

5. Provisions that deviate from these Terms may also be agreed in an individual Purchase Contract or Contract for Work. Different arrangements in such individually concluded contracts take precedence over these Terms and Conditions.

6. The provisions of these Terms and Conditions form an inseparable part of each Purchase Contract and Contract for Work concluded while they are in effect, regardless of the form in which such contracts were concluded.

7. ATB is entitled to amend these Terms and Conditions. It will publish the amendment to the Terms and Conditions on its website in the section Terms and Conditions or in another appropriate manner. ATB is particularly entitled to change the prices of goods, the payment and delivery terms and the costs of transporting the goods to the customer. A customer that has concluded a contract with the seller that obliges the customer to re-order goods has the right to refuse such a change to the Terms and Conditions and to withdraw from the contract for that reason, although no later than within 14 days after the date on which the amendment to the Terms and Conditions is to take effect. The notice period is 30 days and commences



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on the first day of the month following the month in which the notice is delivered. If the customer does not exercise the right to withdraw by this deadline, the customer is considered to have agreed to the amendment to the Terms and Conditions. If the customer exercises the right to withdraw by this deadline, until the expiry of the notice period the contractual relationship continues to be governed by the previous Terms and Conditions. An amendment to the Terms and Conditions does not affect the parties' rights and obligations arising while the previous Terms and Conditions were in effect.

II. Purchase Contract

II.A Orders

1. Orders for goods and services are accepted: in person at ATB outlets, in writing, by email, or by telephone.
2. Order details (does not apply for one-off purchases of goods from the seller's outlets without a prior order):

- customer's name or trade name, registered address, ID No.; when placing the first order the customer also submits a copy of an up-to-date excerpt from the Commercial Register or a copy of its trade licence,
- the quantity and type of goods required, purchase price,
- delivery date, place and method,
- the customer's contact details: email address and telephone number.

3. The customer may order all the goods on the website at www.aquariumtechnik.at by email. If necessary, customers may contact the customer line.

4. The ATB sales department is fully available to customers and will provide qualified answers to all the customer's queries, particularly in the following cases:

- if the purchaser is unsure whether the selected product is suitable for the given application,
- if the customer is unable to find a particular product in the catalogue,
- if a non-standard solution is required for the customer's application,
- if consultation or a visit by a specialist is needed at the customer's site,
- if the customer has any other queries concerning ATB's range of products and services.

II.B Conclusion of Purchase Contract

1. The order placed by the customer constitutes a proposal to conclude a Purchase Contract. ATB will inform the customer of receipt of the order and the price of the goods, including shipping and packaging costs. The Purchase Contract is concluded upon the customer's binding consent to the final price of the goods, including shipping and packaging costs. If the goods are listed in a catalogue, that does not constitute an offer as defined by Section 1732 of the Civil Code.

2. By placing an order the customer confirms that it has read and agrees to these Terms and Conditions as valid and effective at the moment the order is placed, including the price of the goods as specified in the confirmed order. A copy of these Terms and Conditions is published on the ATB website at www.aquariumtechnik.at



3. The Purchase Contract is concluded in the Czech language. If the Purchase Contract or these Terms and Conditions are translated into a different language at the request of the customer, in the event of a dispute the Czech version of the Purchase Contract and of the Terms and Conditions will apply.

II. C Amendments and termination of the Purchase Contract

1. A concluded Purchase Contract may be amended or terminated solely with the agreement of the contracting parties or on legal grounds.

2. ATB reserves the right to reject an order or part of an order before the conclusion of the Purchase Contract or terminate a concluded Purchase Contract in the following cases: the goods are no longer produced or supplied, or the price of the goods has changed considerably and the customer does not accept the new price. If the customer has already paid the purchase price or part thereof, that amount will be refunded without undue delay.

3. ATB also reserves the right to reject an order or part of an order before the conclusion of the Purchase Contract in the case of a repeated order made by a customer who has previously failed to duly comply with its contractual obligations.

II.D Minimum order quantity

1. With certain goods kept in stock, a minimum order quantity applies due to the nature of the product. When such goods are ordered, the quantity to be supplied is consulted with the customer on a case to case basis.

III. Price of the goods

III.A Price of the goods

1. Information on the price of the goods is presented by ATB in its price list or specific offer. These prices are binding, with the exception of evident errors. The goods will be delivered to the customer for the price applicable at the time they were ordered; the customer accepts the price of the goods when ordering them. The price of the goods is agreed upon conclusion of the Purchase Contract.

2. Value added tax (VAT) is always added to the price of the goods at the statutory rate. The costs of packaging, insuring and shipping the goods are also added to the price of the goods; the seller does not charge these costs when the goods are collected in person from a branch. More detailed conditions are specified in Article VIII. below.

3. ATM reserves the right to change the prices and technical parameters of the goods.

4. Before placing an order and concluding the Purchase Contract the customer is able to view the total price of the goods including VAT and the costs of packaging, insuring and shipping the goods. This price will be stated in the order and in the message confirming receipt of the order for the goods or in the Purchase Contract.

5. The provisions of this article do not prevent ATB from concluding a Purchase Contract under terms agreed on an individual basis.



III.B Provision of discounts

1. ATB may provide a merchant discount on goods intended for resale – the customer may contact the ATB sales department for this purpose. ATB provides further discounts for wholesalers and retailers by personal arrangement. Special offer prices apply until the goods on special offer have been sold out or for a designated period of time.

IV. Contract for Work

IV.A Orders

1. Orders for the work are accepted in the following ways: in person at an ATB outlet, in writing, by email or by telephone.
2. Details to be stated in orders:
 - the first name of the customer, entrepreneur or trade name, registered office, ID No.; when placing the first order the customer also submits a copy of an up-to-date excerpt from the Commercial Register or a copy of its trade licence,
 - the quantity and type of the work required,
 - delivery date, place and method,
 - the customer's contact details: email address and telephone number.
3. ATB undertakes to perform the work for the customer as specified in the order confirmed by the customer at its own expense and risk.
4. The ATB sales department is fully available to customers and will provide qualified answers to all the customer's queries, particularly in the following cases:
 - if the purchaser is unsure whether the selected product or procedure for the completion of the work is suitable,
 - if a non-standard solution is required for the completion of the work for the customer,
 - if consultation or a visit by a specialist is needed at the customer's site,
 - if the customer has any other queries concerning ATB's range of products and procedures.

IV.B Conclusion of the Contract for Work

1. The proposal for the conclusion of the Contract for Work is the offer made by ATB on the basis of the customer's order placed through the form on the ATB website, in person at a branch, by email or by telephone. The Contract for Work is concluded upon delivery of the customer's binding consent to the offer, including the price.
2. By consenting to the ATB offer the customer confirms that it has read and agrees to the Terms and Conditions as valid and affective at the moment the order is placed, and that it agrees with the price of the work specified in the offer. A copy of the Terms and Conditions will be provided to the customer in a suitable manner after the acceptance of the offer depending on the method used for the request (as part of the written Contract for Work, in printed form, as an attachment to the email confirming receipt of the order, etc.).



3. The Contract for Work is concluded in the Czech language. If the Contract for Work or these Terms and Conditions are translated into a different language at the request of the customer, in the event of a dispute the Czech version of the Contract for Work and of the Terms and Conditions will apply.

IV.C Amendments and termination of the Contract for Work

1. A concluded Contract for Work may be amended or terminated solely with the agreement of the contracting parties or on legal grounds.

2. If the cooperation of the customer is required for the performance of the work, ATB will specify a date for this. If the customer fails to cooperate by that date, ATB has the right to either arrange third-party cooperation at the customer's expense, or ATB may withdraw from the contract after notifying the customer.

3. ATB reserves the right to reject an order or part of an order before the conclusion of the Contract for Work or to withdraw from a concluded Contract for Work in the following cases:

- a. the goods required to complete the work are no longer produced or supplied or the price of the goods has changed considerably and the customer does not accept the new price. If the customer has already paid the price or part thereof, that amount will be refunded without undue delay.
- b. if the work may not be completed properly due to inappropriate items provided by the customer or inappropriate orders issued by the customer. If works have already begun on the work, ATB will suspend those works until the items have been replaced or the customer's orders changed. If the customer insists that the work be performed according to a clearly inappropriate order or using evidently inappropriate items, ATB has the right to withdraw from the contract.

4. ATB also reserves the right to reject an order or part of an order before the conclusion of the Contract for Work in the case of a repeated order made by a customer who has previously failed to duly comply with its contractual obligations.

IV.D Price of the work

1. ATB and the customer have agreed that the price of the work will be specified on the basis of the ATB offer accepted by the customer.

IV.E Other provisions

1. Provision on payments terms, delivery terms, methods and costs for the shipping and distribution of the goods also apply reasonably to the Contract for Work, unless the parties agree otherwise.

V. Payment terms

1. In addition to the price the customer is also obliged to pay ATB the costs of packaging, insuring and shipping the goods (shipping costs). Unless explicitly specified otherwise, the price of the goods is considered to include these shipping costs. Shipping costs are further specified in Article VIII. below.

2. ATB is a value added tax (VAT) payer.

3. The price may be paid on the basis of an invoice:

- in cash when collecting the goods in the branch,
- by bank transfer,



- cash on delivery.

4. If the price of the goods or work is paid in an ATB branch or cash on delivery, ATB will issue the customer with an invoice (tax document) when delivering the goods or work.

5. If the price is paid by bank transfer, ATB will send the customer the invoice by post, email or will present it in person when delivering the goods or handing over the work. The invoice is payable within 10 days of issue. ATB reserves the right to request payment in this manner before the goods are delivered or before the work is handed over.

6. In addition to the invoice ATB will also provide the customer with documents relating to the goods or work (declaration of conformity, certificates, warranty sheet, etc.).

7. If the customer is delayed in paying the price ATB is entitled to charge the customer interest on arrears amounting to 0.05 % of the sum owed for each full or partial day of delay. Payment of interest on arrears does not affect ATB's right to claim damage compensation.

8. The customer acquires the title to the goods upon payment of the full purchase price of the goods. The customer acquires the title to the work upon acceptance of the work. The risk of damage to the goods or work passes to the customer at the moment the goods or work are handed over.

9. According to the law on sales records ATB is obliged to issue the customer with a receipt. It is also obliged to register the payment with the tax administrator online; in the event of a technical failure, this must be done no later than within 48 hours.

VI. Tolerance

To ensure that products function as required and are guaranteed to be reliable, they must be manufactured to a certain degree of precision. Precision is expressed as the (permitted) production deviation, often referred to as "tolerance". If the actual dimensions of a product are within the tolerance range, it is manufactured correctly. The tolerance ranges are specified in the drawing documentation as standard. If the customer does not specify any tolerances, it is considered that the customer consents to the tolerances as defined below:

product	parameter	tolerance
Hoses, ducts, profiles, tubes	total length	+/- 2% (pursuant to ISO EN 853-857)
Hose assemblies (with end connectors)	total length	+/- 3%
Shaped product	length dimension	+/- 10% Note see below table*).

*Note *): The precision of the technologies used (plotter and water beam) is approx. +/-0.15 mm. However, this precision does not take account of other factors such as the type and homogeneity of the material being cut, its thickness, thermal expansion, etc. The roughness of the cut may also be affected by the cutting speed, the type of knife used, etc.*

Dimensions that we do not produce are governed by the tolerances declared by the supplier of our input material. These are available at the customer's request.



VII. Documentation on products and services

If the customer requires that goods or a service be accompanied by documentation other than that which the supplier is required to provide by law, that requirement must be specified in writing in the binding order. The request will not necessarily be met later. The customer may be charged for the provision of the documentation. In general, this involves various declarations, certificates, test reports, etc.

VIII. Delivery terms

VIII.A Place and time of delivery

1. The goods or work are delivered to the place requested by the customer; the delivery date depends on what is required by the customer and the capacity of ATB.
2. Partial deliveries are permitted, unless specified otherwise in the contract.
3. The delivery time is extended accordingly in the event of a delay on the part of the customer or the manufacturer of the goods, as well as for other unforeseeable reasons beyond the control of ATB. If any of the above reasons arises and ATB informs the customer of the situation accordingly, the customer is not entitled to claim any penalty from ATB for such a delay.
4. If the delivery of the goods is delayed for reasons on the part of the customer or at the customer's request, ATB is entitled to dispose of the goods in a different manner and to provide the customer with replacement goods within a reasonable period of time, billing the customer for the storage costs. ATB is not entitled to do this if the customer provides an item that it owns for the completion of the work.
5. If the customer refuses to accept performance, either in full or in part, according to a concluded contract or otherwise prevents ATB from fulfilling its contractual obligations without good reason, the customer must pay ATB a contractual penalty amounting to 5% of the purchase price of the goods or the price of the work, unless later agreed otherwise. Payment of a contractual penalty does not affect ATB's right to claim damage compensation.
6. ATB recommends that upon receiving the goods the customer and the carrier check the state of the consignment according to the attached delivery note. The customer is entitled to refuse to accept a consignment which is incomplete or damaged, for instance. If the customer accepts a damaged consignment from the carrier, the damage must be recorded in the carrier's handover protocol and ATB must be immediately informed of the fact. Failure to comply with this obligation renders any claims relating to defective performance null and void.
7. If the customer arranges transport using its own carrier, the packaging method must be specified in accordance with paragraph VIII.B d, and ATB is not liable for damage to the goods caused by a transport firm which it did not order. The goods are considered delivered the moment they are received from the customer by the selected carrier.
8. Unless agreed otherwise beforehand, delivery terms are governed by the Incoterms 2010 system.

VIII.B Shipping methods and costs

1. ATB will select and arrange the carrier and the associated protection of the goods during shipping to the destination. The costs of packaging, insuring and shipping the goods or work (shipping costs) are to be paid



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by the customer, at the rate applicable when the goods were ordered, which the customer accepts by ordering the goods. Shipping costs are agreed upon conclusion of the contract.

2. Specific packaging fees: if the customer has specific – special requirements for packaging and identification, ATB must be provided with the necessary specifications for this service. ATB provides this service solely on the basis of an approved price quotation and it must be arranged when the goods are ordered. In these cases the customer is liable for any risks associated with an unsuitable packaging method.

3. ATB enables goods to be delivered in the following ways:

a) Collection in person from ATB branches

The customer may order and collect the goods or work from an ATB branch, unless the contracting parties agree otherwise. ATB will provide the customer with confirmation of the date on which the goods will be ready to be collected in person.

b) Distribution of goods by ATB

ATB may also offer the customer deliveries using its own vehicles. In such a case the price and delivery times are to be agreed.

c) Shipping service

Goods ordered from the ATB website that are in stock are usually dispatched on the following working day after receipt of the order. The shipping fee includes the costs of standard packaging and is calculated on the basis of the value of the order on an individual basis.

d) Individual shipping arrangements

To arrange the shipping method and price for consignments with specific requirements whose characteristics differ from point 1, paragraph VIII.B, please contact the ATB customer line. This includes the following cases:

- packaging method specified in point 2, paragraph VIII.B,
- goods collected by own carriers,
- deliveries outside the Czech Republic, etc.

In the following cases ATB will inform customer of the packaging fee in the form of a quotation. Acceptance of the quotation/order by the customer forms an inseparable part of the contract.

IX. Protection of personal data

1. When providing goods and services ATB may process the following personal data of the customers and clients:

- First name, surname
- Email address
- Telephone number
- ID No., Tax ID No.
- Address of registered office
- Name of registered office
- Payment-related data



- Data relating to the delivery of an order

in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) ("Regulation"), for the purpose of providing contractual performance and also for the purpose of recording the contract and its potential future application and to protect the rights and obligations of the contracting parties. Personal data is stored and processed for the above purposes for 11 years from the date of the last performance under the contract, unless a different law stipulates that contractual documentation be stored for a longer period. The above processing is permitted under Art. 6 paragraph 1 b) and Art. 6 paragraph 1 f) of the Regulation.

2. If goods are purchased or the work ordered in person at the seller's branches ATB is entitled to request the following personal data from the customer or its representatives: first name, surname, date of birth and name of the entrepreneur in whose name an individual is purchasing the goods or ordering the work. This personal data is processed under an affidavit for the purpose of verifying the purchaser's identity. This processing is permitted by Art. 6 paragraph 1 b) of the Regulation. ATB will keep the affidavit containing the above information for 2 years from the completion of the affidavit.

3. ATB declares that all personal data is confidential and will not be provided to any third parties. Exceptions to this are carriers, to whom the minimum amount of customers' personal data is provided needed for the delivery of the goods, and also processors, which are:

- the provider of the Pohoda information system
- any other providers of processing software, services and applications, which, however, are not currently used by the company.

4. ATB will send commercial messages to the customer's email address (or telephone number), as this is permitted under Section 7 paragraph 3 of Act No. 480/2004 Coll., on Information Society Services, unless the customer refuses them. Those messages may relate only to similar goods or services and the customer may easily unsubscribe at any time – by sending a letter, email, by telephone or by clicking the link in the electronic commercial message. The customer's email address and telephone number will be processed by ATB for this purpose for 3 years from the date of the last purchase.

ATB will also send printed commercial messages to the customer's postal address (magazines, catalogues, leaflets), on the basis of ATB's legitimate interest as defined by Art. 6 paragraph 1 f) of the Regulation. An objection against the processing of the customer's postal address for the purpose of sending such materials may easily be filed at any time – sending a letter, email, by telephone. The customer's postal address will be processed by ATB for this purpose for 3 years from the date of the last purchase.

5. Under the Regulation the customer has the right to:

- request that ATB provide information on what personal data it processes and request copies of such information,
- request that ATB provide access to such data and to update or amend such data, or restrict the processing of such data,



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- request that ATB delete personal data - ATB will delete such data if the deletion of that data does not contravene paragraph 1 of this article and the legitimate interests of ATB,
- if the customer suspects that ATB is not acting in compliance with its obligations relating to the processing of personal data it may contract ATB or the Office for Personal Data Protection, or file a complaint with a court.

As a VAT payer, ATB is obliged to act in accordance with Section 27 of Act No. 235/2004, the Value Added Tax Act. This means that the personal data stated on invoices and tax documents issued by ATB cannot be deleted.

VIII. Claims

1. The customer is obliged to inspect the goods or work as soon as possible and check their properties and quantity. If a defect is found in the goods after they have been accepted, the customer has the right to file a claim for those defective goods with ATB. The customer should report any such defects via the customer line or at any branch, immediately. The customer is obliged to file claims for defects in the goods no later than within 6 months of the receipt or delivery of the goods.

2. When filing a claim the customer is obliged to particularly state his or her first name or ID No. and the establishment for which the goods were ordered, the order number, the date the goods were delivered, the type and quantity of the goods subject to the claim, and the reason for the claim. The subject of the claim comprises only that part of the goods sent back to ATB by the customer to be reclaimed. If the customer sends only part of the goods delivered back to ATB, the remainder of the goods not sent back will be considered to be flawless upon delivery, unless agreed otherwise.

3. ATB is not liable for defects in the goods if:

- the customer knew about the defect when accepting the goods, yet accepted the goods in spite of that defect
- the defect in the goods was caused by the customer, by using the goods contrary to the instructions for use, storage or the generally known rules for the use or storage of the goods, or in a different manner,
- a discount on the price of the goods was provided due to the defect in the goods,
- the defect resulted from wear and tear of the goods caused by normal use or by incorrect or excessive use or by the expiry of the lifetime of the goods,
- the defect resulted from unauthorised tampering with the goods or part thereof.

4. ATB will process claims within 60 days of receipt of the claim from the customer, of which it will notify the customer by email or by telephone.

5. If a defect in the goods does not constitute a gross breach of contract, the customer has the right to:

- have the defect rectified, or
- claim a reasonable discount on the purchase price.

6. If a defect in the goods does constitute a gross breach of contract, the customer has the right to one of the following variants:



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- rectification of the defect by the delivery of new goods or missing goods,
- rectification of the defect by having the goods repaired,
- a reasonable discount on the purchase price, or
- withdrawal from the contract.

A gross breach of contract means a defect that ATB must have known about when it delivered the goods and which the customer did not know about or could not have foreseen. Other cases constitute a minor breach of contract.

7. These provisions relating to goods-related claims also apply accordingly for work-related claims under a Contract for Work pursuant to Article IV. of these Terms and Conditions.

IX. Final provisions

1. Further specifications of the individual products and services are available on the ATB website at www.aquariumtechnik.at. This website contains standard and other types of goods supplied and extended technical information about the products, and enable the customer to search for products by their order code and selected parameters and to easily check the current price of a product (the website is regularly updated).
2. The technical support on the seller's website contains technical information that helps customers in the application of the products. Certificates and manuals are available.
3. ATB welcomes any comments or suggestions concerning the goods and services it offers and its staff, which customers may make using the customer line.
4. These Terms and Conditions repeal and fully supersede the previous version of the Terms and Conditions.
5. These Terms and Conditions become valid and effective on 1 September 2018.