

# SIPEK & SPALEK

General terms and conditions

## GENERAL TERMS AND CONDITIONS

### 1.0 General Provisions

By ordering the goods / paying advanced payment / confirming shop drawings or by taking delivery (whichever comes first) of the goods from SIPEK & SPALEK<sup>1</sup> the Buyer confirms acceptance of these General Terms and Conditions (hereinafter referred to as "GTC"). GTC represent a complete mutual agreement between the SIPEK & SPALEK and the Buyer.

GTC take precedence over the other or different conditions of the Buyer, which are hereby rejected. All express agreements between the parties remain unchanged and shall prevail over GTC.

### 2.0 Complaints and Warranty

2.1. SIPEK & SPALEK shall check prior to shipment of goods that all the goods to be delivered to the Buyer are free of defects.

2.2. The Buyer is obliged to check carefully immediately after receiving the goods whether the goods have obvious quality defects, or whether or not the delivery conflicts with the order (quantitative defects).

2.3. Any complaints for obvious qualitative or quantitative defects must be submitted to SIPEK & SPALEK within 14 days of receipt of goods. Complaints made after 14 days from receipt of goods can be rejected by SIPEK & SPALEK.

2.4. The warranty period for the hidden qualitative defects lasts 24 months from the date of delivery of goods unless local laws provide otherwise. Complaints for hidden qualitative defects of the goods must be exercised without undue delay after the defect is discovered, but no later than by the end of the warranty period.

2.5. This warranty does not apply to small deviations from the product specifications.

2.6. The warranty also does not apply to products which, in the opinion of SIPEK & SPALEK, were subjected to normal wear, abuse, alteration or attempted repair, neglect, misuse or accidents. The warranty does not cover parts subject to wear, such as batteries, lamps, etc.

2.7. Complaints must be presented in person or in writing (e-mail, fax or letter) and must be supported by a detailed description and relevant documents. If defects of goods are alleged, the Buyer shall include at the request of SIPEK & SPALEK the defective goods in their original packaging or along with the original packaging.

2.8. If complaints for qualitative defects of the goods are put forward and are well supported and recognized by SIPEK & SPALEK, then SIPEK & SPALEK after an agreement with the Buyer (or if no such agreement is made then at its own discretion) shall either repair the goods or replace them with non-defective goods or shall provide the Buyer with a reasonable discount or complete refund in exchange for the faulty goods. If SIPEK & SPALEK approves returning of the goods, such goods will only be accepted if they are returned in the original packaging or along with the original packaging.

2.9. If a complaint regarding missing goods is put forward and SIPEK & SPALEK recognizes it, it may be based on its own choice either deliver the goods or issue a credit note crediting the Buyer.

2.10. SIPEK & SPALEK makes no other warranties and assumes no other obligations, unless expressly agreed in the contract.

2.11. All warranties apply only to the Buyer. The Buyer shall not transfer such warranties or provide warranties on behalf of SIPEK & SPALEK to third parties. However, the Buyer can itself provide warranties to its customers.

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ID: 067 08 994, DID: CZ06708994

Registered: Na Balkáně 450/25, Vysocany, Prague 130 00, Czech Republic

### 3.0 Liability and Damages

3.1. Liability of SIPEK & SPALEK is limited to direct damage to goods as such, and unless otherwise agreed in writing, and in no event will it exceed the amount paid to SIPEK & SPALEK for the goods.

3.2. SIPEK & SPALEK shall never be liable for indirect, incidental, extraordinary, consequential or other related damage if the liability is not expressly provided for by law for cases of intentional or reckless conduct and/or gross negligence. In this case, the Buyer shall bear the burden of proof. Unauthorized modification, disregarding of provided instructions and information given or disregarding the normal use of the product and/or other improper use of the goods shall deprive SIPEK & SPALEK of any liability.

3.3. SIPEK & SPALEK assumes no liability in connection with the further processing, respectively further use of SIPEK & SPALEK products.

3.4. Product specifications and technical instructions are given according to SIPEK & SPALEK best knowledge. These specifications and instructions do not relieve the Buyer of the obligation to carry out its own tests of the proposed techniques and tests of suitability of products for the intended application. Using the proposed techniques, as well as the application, use and processing of goods are the sole responsibility of the Buyer, and the Buyer shall defend, indemnify and hold harmless SIPEK & SPALEK against any and all claims of third parties based on liability for damage caused by the product, or otherwise associated with the use of goods purchased by the Buyer and waives all its claims.

### 4.0 Force Majeure

4.1. In the event of circumstances that could not be foreseen at the time when the parties entered into the Contract and which obstruct the fulfilment of contractual obligations by SIPEK & SPALEK, SIPEK & SPALEK shall have the right to postpone the fulfilment of obligations until normal commercial conditions are restored.

4.2. Only those events that SIPEK & SPALEK could not prevent or avert, such as war, revolution, strikes, natural disasters, actions of state authorities, delays in transport or customs formalities and lack or loss of energy and materials that were not caused by SIPEK & SPALEK shall be considered cases of force majeure.

### 5.0 Intellectual property rights

5.1. SIPEK & SPALEK is the owner of registered verbal and combined trademarks of SIPEK & SPALEK in the Czech Republic.

5.2. The Buyer is only entitled to use the trademark on SIPEK & SPALEK products and SIPEK & SPALEK products packaging for the purpose of identifying those products.

5.3. The Buyer also has the right, with the written consent of SIPEK & SPALEK, to mark a display cabinet or another exhibition place in which exclusively SIPEK & SPALEK products are offered for sale with SIPEK & SPALEK trademarks.

5.4. Any other use of trademarks, logos and other intellectual property rights owned by SIPEK & SPALEK, especially in connection with products, services, trademarks, logos and other intellectual property rights of the Buyer or third parties is prohibited.

5.5. The use of any intellectual property rights of SIPEK & SPALEK in publications, regardless of the type of media, is subject to the prior consent of SIPEK & SPALEK.

Without written permission, such publication is prohibited.

5.6. Any technical documentation, plans, drawings, models, brochures, catalogues, etc. shall remain the intellectual property of SIPEK & SPALEK. They are protected by legal provisions against copying, imitating, as well as acts of unfair competition. By adopting these materials, the Buyer undertakes to protect the confidentiality of information and not to use these materials for purposes other than those for which they were provided.

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5.7. The Buyer may not make any changes to the SIPEK & SPALEK products, promotional materials, or packaging

5.9. SIPEK & SPALEK shall not be liable for infringement of intellectual property rights of third parties, if it occurs in connection with products manufactured or put into operation on the basis of drawings, designs, models, specifications or other production documents generated by the Buyer. Buyer must defend, indemnify and hold harmless SIPEK & SPALEK against any and all third-party claims based on intellectual property rights, or otherwise related to the use of SIPEK & SPALEK products purchased by the Buyer and waives all of its claims.

#### 6.0 Special Conditions for Supplies of Project Luminaires

6.1. Where any Goods delivered on the basis of shop drawing confirmed by a customer are concerned, such goods will be delivered in compliance with this shop drawing; any changes requested by a customer will be charged additionally above the limit of the set purchase price.

6.2. Where any Goods that need installation are concerned, the Buyer is obligated to follow the instructions given by SIPEK & SPALEK in an attached installation manual and the Buyer is fully responsible for securing all necessary items for and prior to the installation including ceiling preparation amendments etc.

In case such installation is a part of the delivery, the Buyer is obligated to:

- 1) ensure scaffolding suitable for installation of the Work at its own costs;
- 2) hand over the site to SIPEK & SPALEK in a condition that is suitable for installation, i.e. clean, without dust or any other impurities. The Buyer shall prevent unauthorized persons from accessing the place of installation for the purpose of securing safety and protection of property; SIPEK & SPALEK shall not be liable for any damage occurred to or injury suffered by unauthorized persons due to their presence at the place of installation;
- 3) stop any other works that might limit installation of the Work at the site. If a delay of installation occurs due to other works being carried out at the site or due to failure to comply with the term when such installation should commence, the term of performance shall be prolonged by the number of days corresponding with the number of days of such delay without entitlement to contractual penalties. Moreover, the Buyer shall pay extra costs relating to useless presence of SIPEK & SPALEK's installers at the installation place including their transport to the place of delivery and daily rate for each commenced day of idling. The Buyer shall confirm readiness of the site (date of installation) 14 days before at the latest;
- 4) provide the site with suspension fixtures corresponding with individual characteristics of individual lights. Further, the Buyer is obligated to ensure connection of such lights (unless otherwise agreed) to the electric network by a person that disposes of authorizations complying with the legal order of the given country or other international regulations;
- 6) ensure for SIPEK & SPALEK's installers any visas corresponding to local legislation and access of SIPEK & SPALEK's installers to the site;
- 7) any extra works relating to any additional modifications of a light above framework of the approved documentation, e.g. extension or shortening of suspension parts of such lights, minor modifications of decorative parts, changes of electric installations, etc. will be charged to the Buyer additionally;
- 8) The Buyer shall ensure all local permits for installers that will authorize them to access the place of installation.

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6.3. SIPEK & SPALEK's defect liability does not especially apply to any damage caused by fire, water, storage or operation of the Goods in insufficiently insulated premises where water or condensing humidity can access, and further by storage or operation outside the temperatures between -10°C up to 45°C, further to damage caused by intervention of a third person without prior consent of the seller, or by intervention inconsistent with directions for use, technical standards or safety regulations, negligent behaviour of third parties, unprofessional manipulation by the Buyer or a third person, by intervention to fixing or securing elements of the light, by failure to follow the procedure set forth in the installation manual, and also to damage of the product by excessive or insufficient power in the electric distribution network, or by operating at incorrect feeding voltage, or by connecting to forbidden sources of power.

## 7.0. Handling and Placement of Glass Components

### 7.1. Careful Handling Required:

The glass sculpture must be handled with care at all times. It should not be exposed to adverse environmental conditions, including:

- Direct sunlight
- Direct or indirect wind or airflow
- Rapid temperature changes

### 7.2. Proximity to Airflow Sources:

Special care must be taken when placing glass components near or in the way of sources of airflow, such as:

- Air conditioning units
- Air vents
- Other sources of motion or wind/air-streams
- General windflow and streams that may occur as a result of ventilation or other undefined sources in large open spaces
- Other similar phenomena that may set components in motion

Exposure to such sources can cause the glass component to rotate or tilt, potentially damaging the suspension wire and causing the component to fall.

### 7.3. Client's Responsibility for Site Compliance:

The client or buyer is solely responsible for ensuring the installation site meets the above-mentioned (section 7.2. - unless otherwise stated in shop drawings) conditions. If any potential issues or concerns regarding site conditions arise, the client must notify SIPEK & SPALEK during the technical drawing phase to allow for necessary adjustments.

### 7.4. Secure Placement:

Glass components must be placed in a stable, static position that prevents movement. Additionally, the sculpture must be positioned out of the reach of children.

### 7.5. Liability Disclaimer:

SIPEK & SPALEK assumes no responsibility for any damages or issues that arise from failure to comply with the above handling and placement instructions.

### 7.6. Additional Information:

For further clarification or additional information, clients are advised to contact their SIPEK & SPALEK sales representative.

### 7.7. Installation by Authorized Parties:

SIPEK & SPALEK shall not be responsible for the functional or aesthetic quality of the decorative sculpture if the installation is carried out by any party other than SIPEK & SPALEK. No warranty will be provided for the product in such cases.

## 8.0. Installation Requirements

### 8.1. Liability for Unauthorized Handling:

SIPEK & SPALEK shall not be held liable for any injuries, damages, or malfunctions arising from unauthorized manipulation or tampering with the cable, suspension system, or any associated components.

### 8.2. Proper Suspension and Support:

The glass sculpture must be installed with appropriate suspension hardware and support systems, as specified by SIPEK & SPALEK. Failure to use proper suspension methods or hardware may lead to the instability of the sculpture, which can result in damage or injury.

### 8.3. Client's Responsibility for Installation:

The client is responsible for ensuring that the installation site is structurally sound and capable of supporting the weight and size of the glass sculpture. SIPEK & SPALEK will not be liable for any damage resulting from structural failures of the installation site.

### 8.4. Electrical Requirements and Safety:

If the sculpture includes electrical components, the client is responsible for ensuring the power supply meets the specifications provided by SIPEK & SPALEK. All electrical installations should comply with local safety regulations and standards.

## 9.0. Maintenance and Care of Glass Sculptures

### 9.1. Regular Cleaning and Maintenance:

The client is responsible for maintaining the sculpture in a clean condition. SIPEK & SPALEK recommends using non-abrasive cleaning materials and following the provided care instructions. Failure to properly maintain the sculpture may result in deterioration, discoloration, or other aesthetic issues, for which SIPEK & SPALEK will not be liable.

### 9.2. Handling During Cleaning:

Glass sculptures should only be cleaned or moved by authorized personnel with proper training in handling delicate items. SIPEK & SPALEK assumes no responsibility for damages resulting from improper cleaning or handling during maintenance.

### 9.3. Environmental Conditions Monitoring:

The client is responsible for monitoring the installation environment to ensure that conditions remain suitable for the sculpture's preservation, including controlling factors such as humidity, temperature, and airflow.

## 10.0. Warranty and Liability

### 10.1. Limited Warranty:

SIPEK & SPALEK provides a limited warranty for defects in materials or workmanship under normal use conditions. This warranty is void if the sculpture is subjected to improper installation, handling, maintenance, or environmental conditions not in line with the terms outlined herein.

### 10.2. Exclusions of Warranty:

The warranty does not cover:

Damage resulting from exposure to environmental factors such as extreme temperatures, humidity, or sunlight

Damage caused by third-party installation or manipulation

Aesthetic changes that occur over time due to normal wear or environmental factors

Any form of misuse, mishandling, or neglect

### 10.3. Warranty Claims Process:

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Warranty claims must be submitted in writing, accompanied by evidence of the defect, and may be subject to inspection by SIPEK & SPALEK or an authorized third-party inspector. SIPEK & SPALEK reserves the right to repair or replace defective items at their discretion.

#### 10.4. Limitation of Liability:

Under no circumstances shall SIPEK & SPALEK be liable for indirect, incidental, or consequential damages, including but not limited to damages to property, loss of use, or personal injury resulting from the use or installation of the sculpture.

### 11.0. Client Responsibilities and Acknowledgments

#### 11.1. Acknowledgment of Terms:

The client acknowledges and agrees to these terms and conditions upon entering into a mutual business relationship with SIPEK & SPALEK, which is confirmed either by placing an order / making an advance payment, taking the goods or by confirming the technical drawings, whichever occurs first.

#### 11.2. Responsibility for Compliance:

The client is responsible for ensuring compliance with all local laws, codes, and regulations related to the installation and maintenance of the glass sculpture, including obtaining necessary permits or approvals.

#### 11.3. Notification of Changes or Issues:

The client agrees to promptly notify SIPEK & SPALEK of any issues, defects, or concerns related to the installation, condition, or performance of the sculpture.

### 12.0. Additional Provisions

#### 12.1. Modifications to Terms and Conditions:

SIPEK & SPALEK reserves the right to modify these terms and conditions at any time without prior notice. Any modifications will apply to all future purchases and installations.

#### 12.2. Force Majeure:

SIPEK & SPALEK shall not be held liable for delays or failures in performance due to events beyond their control, including but not limited to natural disasters, strikes, war, or other force majeure events.

#### 12.3. Governing Law and Dispute Resolution:

These terms and conditions shall be governed by and construed in accordance with the laws of the jurisdiction where SIPEK & SPALEK operates. Any disputes arising from these terms shall be resolved through mediation or arbitration, as determined by SIPEK & SPALEK.

### 13.0. Final Provisions

The nature of the goods is usually fragile. The goods cannot be under any circumstances exposed to any external forces in interior and rough weather conditions such as direct exposure to air-conditioning streams and vents, UV exposure, any type of vibrations and all other types of forces that are present and can have direct impact on the goods. The goods is (unless otherwise agreed/stated) to be in a static positions at all times. Further information in section 7.0–8.0. of these GTC.

SIPEK & SPALEK reserves the right to change these GTC at any time at its sole discretion.

All contracts entered into between SIPEK & SPALEK and the Buyer shall be governed by Czech law. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The Contracting Parties undertake to try to reach an amicable settlement of disputes arising from this contractual relationship. If an amicable settlement can not be reached, all disputes arising out of contracts entered into between SIPEK & SPALEK and the Buyer and in connection with them shall be decided finally by the Arbitration Court attached to the Czech

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Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its rules by one arbitrator appointed by the president of the arbitration court. The Parties declare that the decisions reached by the arbitration court will be recognized by both parties as final and binding.

If any point of these GTC is not completely clear, do not hesitate to contact us.  
You can contact your sales representative or directly at email: [info@sipekspalek.com](mailto:info@sipekspalek.com).

In Prague: 1.1.2024

Adam Rejzek  
Statutory organ

Stamp and Signature

