



12 | 28 | 2008 | JABLONEC nad NISOU

Subject | **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions (hereinafter referred to as GTC) govern business relationship between the company ALBUMteam s.r.o. (hereinafter referred to as the “Seller”) and its business partners (hereinafter referred to as the “Purchaser”) in the area of sales of goods. The Purchaser is advised to consult the Complaint Handling Rules and the General Terms and Conditions even before ordering the goods.

SELLER

ALBUMteam s.r.o., company ID. No. 27357040, with the registered office at Pod Skalkou 33, 466 01 Jablonec nad Nisou, Czech Republic, is a company registered in the Companies Register kept by the Municipal Court in Ústí nad Labem in section C, insert 25777.

The necessary condition of execution of the purchase contract between the Seller and the Purchaser is sending an electronic purchase order from the e-shop www.album-life.com and/or from related webs.

PRICE AND PAYMENTS

The valid price of the goods is displayed by the website <http://www.album-life.com>, particularly at the moment of sending the order.

The Seller reserves the right to changing prices of the goods in case of considerable change of the currency exchange rates or changes at suppliers of the goods.

The purchase price can be considered paid only in the moment when the full due amount is credited to the bank account of the Seller or paid to a freight service staff.

Together with the goods the Purchaser shall obtain an official tax document, which is serving also as a certificate of payment for the goods. The Purchaser is entitled to take over the goods only when the full price has been paid, unless agreed otherwise.

Delivery, packing and handling costs should be added to the price of goods.

CANCELLATION OF ORDER...

... by the Purchaser:

The Purchaser may cancel the order, unless it has already been shipped, without communicating a reason. Cancellation shall be done via [e-mail](#) to the Seller’s sales department e-mail address. Either one of the ordered items or the whole order may be cancelled.

On condition that payment for the goods had already been effected as an advance payment and the order has been cancelled even before the dispatch of the goods, the advance payment shall be transferred back to the Purchaser’s account. The paid sum will be reduced by the bank fees, which have been charged by the bank to the payment receiver. Fees are in compliance with updated price-lists of the payment receiver’s bank at the moment of advance payment.

... by the Seller:

The Seller reserves the right to terminate the purchase contract in case of unavailability of the goods, increase of its sales price or termination of sale, or even without giving any other reasons. The Seller



shall immediately contact the Purchaser in order to inform about the occurred situation. On condition that the Purchaser has already paid for the goods and the Seller is, due to the above-mentioned reasons, not able to deliver it, the Seller shall return the whole amount to the account or to the address specified by the Purchaser. The transfer will be effected as soon as possible (however in 14 days at the latest).

WITHDRAWAL FROM THE PURCHASING CONTRACT – RETURNING GOODS

Unless the goods have been taken over personally, the Purchaser is entitled to withdraw from the contract (returning goods) in compliance with the paragraph No. 53 of the Czech Civil Code. The condition for recognition of this right is that the Purchaser is an individual and does not act within the framework of commercial or other business activities.

The goods may be returned in the statutory term of 14 days, specifically only if unused, in the original package and undamaged, including all the original accessories. The goods may be sent to the Seller's mailing address as a registered delivery, however not as collect on delivery; such goods will not be accepted. The Seller is entitled to request fee in compliance with actually spent costs in relation with withdrawal from the purchase contract by the customer.

In case of returning goods the fee shall be deducted from the price of the goods and the remaining amount shall be returned to the Purchaser's bank account.

On condition that all the above-mentioned conditions are met the Purchaser will obtain the amount as soon as possible. The transfer will be effected as soon as possible (however in 14 days at the latest).

METHOD OF PAYMENT

International payment (globally valid)

By credit card – accepted credit cards appear during the process of finalizing the purchase order.

By bank transfer - as an advance payment only.

Payment procedure can be found directly in our e-shop during the process of creation the purchase order.

Payments within the Czech Republic

Collect on delivery (C.O.D.)

By credit card – accepted credit cards appear during the process of finalizing the purchase order.

By bank transfer - as an advance payment only

Payment procedure can be found directly in our e-shop during the process of creation the purchase order.

TERMS OF DELIVERY

The Seller shall send the goods after receipt of the electronic purchase order and verification of the order in the shortest time possible in compliance with operational possibilities, however in 5 workdays at the latest.

Should the Seller have the ordered goods in stock, it shall send it to the Purchaser's address in a standard way in 2 workdays.

Shipment of the goods paid by an advanced bank transfer will be released in 5 working days after the receipt of the invoiced price.

If the Seller is not able to send the goods in 5 workdays after receipt of the purchase order and/or the payment, it shall contact the Purchaser by phone or by e-mail.

The Seller shall send the goods to the address given in the purchase order. The order is considered met after delivery of the goods to the mailing address specified by the purchase order.

Delivery costs shall be paid by the Purchaser and the Purchaser shall select price and method of



payment during the creation of the purchase order in the electronic shop.

Should the Purchaser takes over the goods personally, handover shall be done after the telephonic agreement in location determined in advance.

Unless the Purchaser identifies with a document confirming the identity, the Seller is not obliged to handover the goods to him or her.

TRANSPORTATION COSTS

International transportation costs

Shipping, handling and packing costs are calculated during the process of creating the purchase order and are given by the location of the Purchaser and chosen mean of transport.

Transporting and packing costs within the Czech Republic

Czech Post (collect on delivery) 150,- CZK

WARRANTY

Immediately after the takeover of the goods the Purchaser is obliged to check the delivered consignment whether the goods are without apparent marks of damage and duly packed.

Should the Purchaser find the goods damaged during the transportation, all repair costs will be done on the carrier's account. Should the Purchaser confirms the takeover of the goods to the carrier, no consequent finding of damage which the goods suffered during transportation entitles the Purchaser to claiming incurred loss against the carrier or the Seller.

Minimum warranty for goods, unless specified otherwise, is 2 years in compliance with the Czech law. The Purchaser is obliged to consult a manual before using the goods in order to prevent its damage. In case of failure to meet conditions given in the manual no claims may be lodged in relation with such damaged goods. Costs resulting from incurred damage caused by inappropriate use shall be borne by the Purchaser. The warranty covers only manufacturing defects or defects not resulting from incompetent or inconsiderate use.

Warranty repairs may be applied only in case that the Purchaser is an individual (final customer).

COMPLAINT PROCEDURE

The goods under complaint shall be sent to the Seller's address (see the section "contacts")

The consignment shall contain:

1. The goods under complaint. Packing of the goods must avoid any consequent damage occurred during transporting the goods from Purchaser.
2. A copy of the certificate of payment (invoice).
3. Enclosed detailed description of a defect in writing.

Transporting charges of the goods to the Seller shall be paid by the customer (Purchaser). Should the complaint be rightful, transporting charges for transportation of repaired goods to the customer (Purchaser) shall be paid by the Seller.

The Seller undertakes to remove defect as soon as possible. Should the defect be subject of the rightful complaint, the Seller shall ensure repair of the goods, exchange for fully functional goods or returning the purchase price.

Way of settling the goods under complaint shall be decided by the Seller.

In case of unauthorized complaint the customer pays handling fee in the amount 150.00 CZK (VAT free) + costs related with the transportation of the goods.



FINAL PROVISION

By sending an electronic purchase order the Purchaser agrees with all the terms and conditions given in this purchase rules and also with the price of transportation and goods, which he/she orders.

By sending and confirming the order the Seller and the Purchaser also undertake that they act in compliance with the provision of the section 262 subs. 1 of the Commercial Code and, unless specified otherwise, their rights and duties are governed by the Czech Commercial Code.

CONTACTS

Seller's address:

ALBUMteam Ltd.

Lidicka 17

466 01 Jablonec nad Nisou

Czech Republic

Phone number:

+420 483 305 405

Fax number:

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E-mail address:

sales@album-team.com

www.album-team.com

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