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# TERMS & CONDITIONS OF COOPERATION

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ZNZ ELECTRONICS S.R.O.

Újezdská 860/2, 100 00 Prague 10, Czech Republic

## TERMS & CONDITIONS OF COOPERATION

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## REGISTRATION

In case you want to have access our stock offers, please [register](#) on our website.

The stock offers contain real time information of the available quantity and the current listed price. All prices are without VAT.

Companies with registered VAT No. do not pay to ZNZ Electronics s.r.o. any additional VAT charges. The prices listed on our website and in our offers are the final prices for them. Individuals or companies that do not have a registered VAT No. are liable to pay 21% VAT (for the Czech Republic) on top of the listed prices.

We kindly ask that you fill in our registration form all necessary contact details and provide your valid information.

Both companies and individual traders have the possibility to register.

Your contact details are going to be temporarily saved into our data base and used only for business purposes. By providing us with your contact details upon registration, your privacy will be fully respected and your information will not be shared with anyone, nor for any purpose apart for our common business cooperation.

By registering, you will be able to receive via e-mail our updated daily stock offers and any special offers that we might think could be of your interest. You will also be able to use our e-shop to place your orders directly through our website.

Should you at any point decide that you don't want to be in our client data base and/or you do not want to receive any e-mails from us, simply let us know and we will comply with your wishes.

The company ZNZ ELECTRONICS Ltd. works only with trusted business partners, therefore the mere act of filling-in and sending the registration form does not automatically entitle the potential client to the wholesale price list and the subscription products.

Once we receive your registration form, we will manually process it and send you a notification of activated account within max. one week from receiving your request. In case your registration form was missing some details, we will contact you asking you to provide us with the necessary information so that we can complete the registration process and activate your account.

Once you receive the notification of activated account, you will be able to log in into your account and start using our e-shop.

Your login details:

E-mail – the one that you used to register

Password – the one that you created yourself and used when you registered

In case you forget your password, there is a [link](#) you can click on to Reset your password.

All instructions will be sent to your e-mail.

Please keep in mind that you can register only one account with the same e-mail.

If you want to have several different accounts for the same company, the accounts can use the same company name but need to have a different e-mail address.

## ORDER & PURCHASE CONTRACT

All orders placed through the wholesale portal [www.perfumes-wholesale.eu](http://www.perfumes-wholesale.eu) are binding. By placing an order, the buyer confirms that he/she has carefully read, understood and accepts all the terms and conditions stipulated on this website. The placed order constitutes a purchase contract. The purchase contract is in effect once the buyer's order is received. The electronic order is completed when all required data and information are properly filled in. The place of delivery is the address specified by the purchaser as the "delivery address". The ownership title over the goods passes over to the buyer at the takeover, which happens when the payment of the purchase price is successfully completed. By completing the registration form and/or by placing a binding order through the online wholesale portal [www.perfumes-wholesale.eu](http://www.perfumes-wholesale.eu), the purchaser consents to the collection and archiving of personal data and purchases made on the portal. The client receives an e-mail when the order is received and when the goods are being sent to him/her. Complaints concerning visible defects and/or a missing number of products from the order should be addressed immediately after receiving the goods, without any delay.

These terms and conditions apply as stated on the website of the seller, and are in effect from the date of sending an electronic order. By submitting an electronic order, the buyer accepts all the provisions of the conditions which are in force at the date of submitting the order. Access data, information, price lists, etc. may be used only by the business partner registered at the portal and only for their business; such data should not be made available to third parties.

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### THE ORDERING PROCESS

1. Careful reading of our Terms and Conditions
2. Request for any additional information
3. Registration
4. Placing an order
5. Receiving order confirmation
6. Making any changes to that order or informing the sales agent if you intend to add something within that week
7. Agreement to finalize the order and submit it for packing
8. Packing
9. Proforma Invoice
10. Payment
11. Shipment (upon received payment)
12. Sending of Shipment Notification e-mail to client (includes Tracking No. of each parcel, and the final invoice .pdf)
13. Client follows safety protocol when receiving goods
14. Client informs us in case there has been problems with the shipment (delayed, lost, damaged or incomplete shipment)

Feel free to request for some specific item selection that you are interested in, in case you can not find it at the moment on our stock. We will do our best to provide you in a timely manner with our feedback (possibility to supply, delivery time, quantity and anticipated price range).

WISH LISTS, and well as SPECIAL DEALS requests will be arranged on an individual level between the client and the sales agent in charge of the transaction.

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#### MINIMUM ORDER

The minimum value for a single wholesale order should not be below 500 EUR.

For some 1ST TIME CLIENTS, we allow for TRIAL ORDERS, which are lower in value than our standard minimum order, but NOT LESS THAN 300 EUR. Trial orders are an opportunity for the client to have a test trial of the delivery service and verify for himself the authenticity of our products.

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#### OPTIONS HOW TO PLACE AN ORDER WITH US

- [Website E-shop](#)

Take advantage of your own client account and the shopping cart.

You can place your order directly through our e-shop. Utilize the aid of many Categories, Filters, and Searches in order to easily find what you are looking for.

Keep in mind, that goods that you have placed in your shopping cart are not automatically reserved for you. The order must be completed and sent to us, in order for the requested products to be reserved. Once the order is completed, you will receive an immediate notification on the website that the order has been sent. You will also receive an automatic e-mail from the website, containing order details (ordered products, Qty, price) and the Order Reference No.

- [Importing, modifying and exporting CSV, XML, and XLS files](#)

This is the preferred method for clients that are already working with internal stock & price comparison software in order to analyze offers of multiple suppliers.

We kindly ask you to make sure that when sending us back these sort of files you keep the column with our Internal Product Ref. No. This is necessary for us to import your order into our system and quickly process it.

- [Via E-mail](#)

For those of you that prefer the more traditional approach, we welcome you to place an order directly into our e-mailed XLS offers and send the filled-in file back to us. Order confirmations will be sent to you via e-mail, as soon as the order is accepted, processed and reserved for you.

- [Via phone request](#)

Feel free to call us to make requests and reserve goods directly via phone with our sales agents. Order confirmations will be sent to you via e-mail. Order confirmations will be sent to you via e-mail, as soon as the order is accepted, processed and reserved for you.

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## ORDER CONFIRMATION

Order confirmation is sent via e-mail to clients once the order has been processed by us and the goods have been reserved.

We sent order confirmations before we start the packing process.

Ideally, all changes to the order should be done at this point, before we start with the packing.

Once you receive the order confirmation, please inform us:

- if this is your final order and we should start packing it, or
- if you intend to make any additions and we should keep your current order open

Orders can be open for up to 10 days before closing the order and invoicing. All additions have to be settled during that period. The client has the responsibility to immediately inform the seller if the order needs to stay open for any further additions. Otherwise, all received orders without such notification will be treated as closed, given for immediate packing and invoiced.

Once the order is closed and invoiced, the client has 1 week to execute the payment.

Orders will not be reserved beyond this period if no payment is received.

Please make sure that in case of any issues with executing payment within the stated due date, you timely inform us, so that we can come to some arrangement.

ORDER CONFIRMATION IS NOT A REQUEST FOR PAYMENT.

It does not include any transport costs.

PLEASE EXECUTE PAYMENT ONLY ON RECEIVED PROFORMA INVOICE, NOT BASED ON THE ORDER CONFIRMATION.

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## CANCELLATION OF ORDERS

Orders can be cancelled by telephone or via e-mail correspondence, only before the order is shipped. Thus, the cancellation time-frame is valid only from the moment the order is made till before it is shipped.

## PAYMENT TERMS & OPTIONS

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### PAYMENT TERMS

Payment in advance is the standard payment term applicable to all of our clients. A TT copy of executed payment is advisable, in order for us to make sure that no payments are missed by mistake, or in cases where the client wants an order to be promptly expedited.

Due to practical reasons, clients are requested to execute payment ONLY based on received Proforma Invoice.

Payment based on Order Confirmation is not advisable, as it does not contain the delivery fees or any subsequent modification of the order that the client might have done after the order confirmation.

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### PAYMENT OPTIONS

Payment can be executed via the following methods:

- Bank transfer (SEPA is advisable)
  - Cash (up to 10 000 EUR per order).
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### BANK DETAILS

#### [EUR Bank Account](#)

<b>Bank:</b>	<b>UniCredit Bank, a.s.</b>
<b>Account No.:</b>	<b>1387828623 / 2700</b>
<b>IBAN:</b>	<b>CZ34 2700 0000 0013 8782 8623</b>
<b>BIC:</b>	<b>BACXCZPP</b>

Please always verify before executing the payment that the bank details match the ones stated in the Invoice.

This protects all parties involved from any fraudulent e-mails or software viruses that might temper with the accuracy of the bank details and abuse your trust.

In case of any suspicious activity on our website or from our e-mails, please make sure to contact us on our office land lines (+420 240 242 114).

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## DELIVERY TERMS & FEES

ZNZ ELECTRONICS s.r.o. provides two types of shipment intermediary services:  
Parcel and Pallet shipment.

*The client is not obliged to accept our offer and can instead opt to organize his/her own transport.*

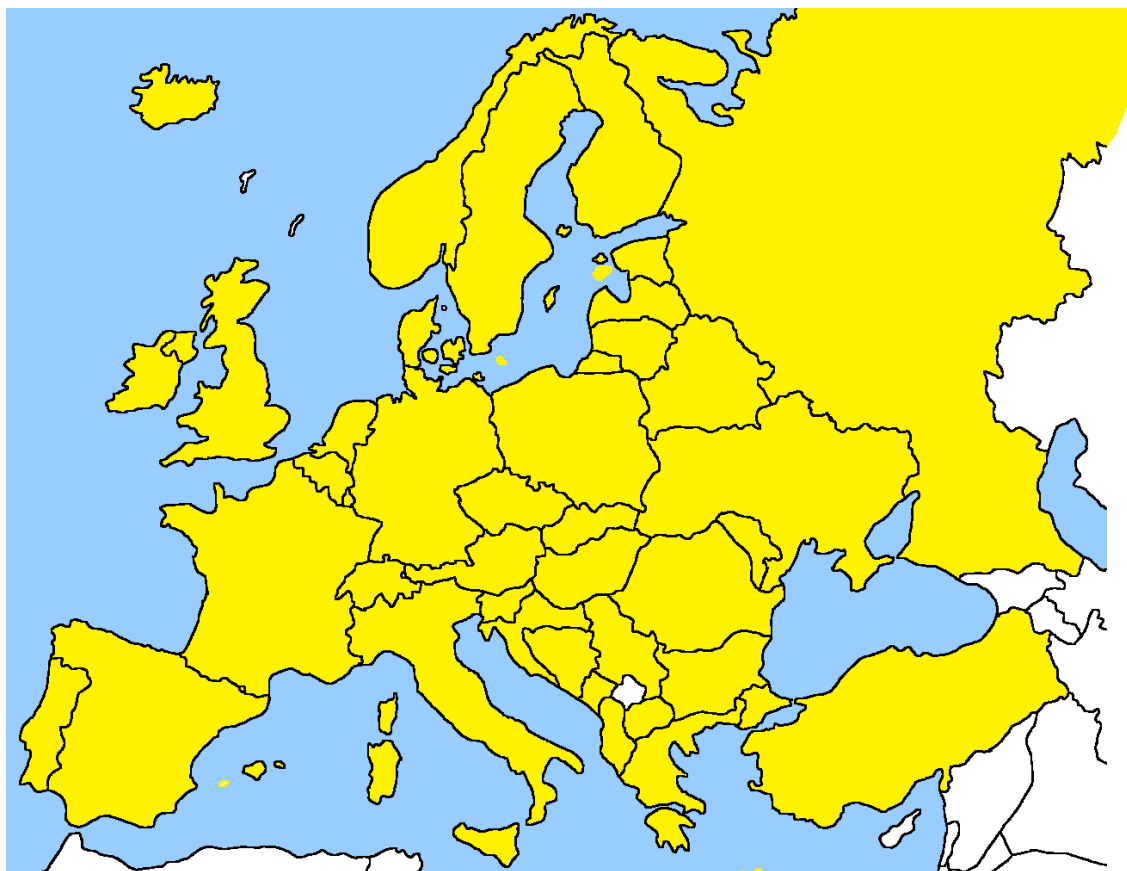
*We offer delivery only as an additional (charged) service to our clients.*

*The delivery fee is not included in the price of the products; it gets calculated separately after the order is packed.*

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### PARCEL SHIPMENT

- Shipment with PPL for Czech Republic and Slovakia
- Shipment with DHL and/or GLS for all other countries within Europe
- Fixed transport rates based on number of parcels and individual parcel weight
- [Delivery cost details](#)
- Parcel shipment is available only for countries within Europe<sup>1</sup>



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<sup>1</sup> Parcel delivery service is available for territories labelled in yellow on the map.

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## PALLET SHIPMENT

- Ex-Work Prague
- We provide several quotes from our forwarding business partners, you decide if and which one matches your needs
- Recommended mode of shipment for orders larger than 4 boxes, or anything that can fill 2 pallet rows (approximately 1m height).

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## PERSONAL COLLECTION

- Pick-up address: U Stavoservisu 527/1, 108 00 Praha 10 , Malešice, CZ
- Warehouse Working Hours: 9 AM – 4.30 PM

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## DELIVERY COST RATES

- [How is the delivery fee calculated?](#)  
Freight is calculated individually for each order, based on the Zone to which a country belongs, on the size of the order, and in terms of real costs. The expenses for the shipment reflect the real costs undertaken by ZNZ ELECTRONICS Ltd.
- [What does the delivery fee include?](#)  
The delivery fee covers the full insurance of each packet, the boxes and protective material, and the packing of orders.
- [What is the delivery fee rate for your location?](#)

### **Czech Republic**

- Min. Order: 5 000 CZK
- Delivery cost per order: 100 CZK without VAT
- Exception: FREE Delivery for orders over 15 000 CZK
- Shipment via PPL

### **Slovakia**

- Min. Order: 300 EUR
- Delivery cost per order: 8 EUR without VAT
- Exception: FREE Delivery for orders over 600 EUR
- Shipment via PPL

### **Germany**

- Min. Order: 500 EUR
- Delivery cost per parcel: 13.5 EUR without VAT
- Shipment via DHL

### **Other countries in Europe**

- Min. Order: 500 EUR

- Delivery cost per parcel: varies based on transport provider, country, and order packing details
- Delivery time: varies based on transport provider and delivery destination
- Shipment via DHL and/or GLS

In order to ease the decision-making process for our clients regarding transportation choice, we've provided below a comprehensive table suggesting for which countries which transport providers offers better rates.

DHL	GLS
	PL, AUS, HU
	BE, NL, LUX, DK, SI
	CH
	LT, EST, LV
	IT, RO
IE, GB, FR, ES, BG,	EE
	CRO
EL, PT, FIN, SE, MT, CY	
	NO
RS	

\*Please note that DHL covers territorially few countries that GLS does not.

Please find here the [detailed DHL calculation of the delivery price.](#)

Please find here the [detailed GLS calculation of the delivery price.](#)

#### SHIPMENT TIME

The orders are shipped on the same day we receive the funds on our bank account.

Keep in mind that we do not ship the goods based on a TT-copy of executed payment, unless a previous such arrangement has been agreed to with the client.

The bank account is check daily at noon.

Orders are shipped everyday at 4 PM.

#### DELIVERY TIME

Delivery time varies depend on the chosen forwarder and your country of destination.

It can range from 2 to 10 days.

Please [contact us](#) in case you need more concrete information.

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## SAFETY PROTOCOL TO BE FOLLOWED WHEN RECEIVING THE GOODS

All orders have been carefully packed, using special protective covers for each item, and protective stiro-foam pieces to fill in the gaps. For very big boxes, we've added a layer of stirofoam sheets on each side of the box. The packing process is video recorded. The parcels with the packed goods have been insured.

PLEASE READ CAREFULLY AND FOLLOW THE SPECIFIC PROTOCOL INSTRUCTIONS WHEN RECEIVING THE GOODS, IN CASE OF ANY DAMAGES DURING TRANSPORT OR MISSING ITEMS. FAILURE TO DO SO WILL RESULT IN INABILITY TO COMPENSATE FOR THE DAMAGES.

- [Visible outer box damage](#)
  - Immediately file a damage report with the delivery guy upon receiving the box (the Damage Report file is always carried by the delivery guy of DHL or GLS)
  - Take photos of the following:
    - ✓ The original outer box from all side
    - ✓ Picture of the inside of the box before taking the items out for inspection, while they are still wrapped in their protective bubble cover
    - ✓ Picture of any damaged item (perfume or scented product)
    - ✓ Picture of the Shipment label , where the Tracking No. of the packet is indicated, as well as the Shipper's and Client's contact details
  - Inform us **IMMEDIATELY** after receiving and inspecting the damaged box via e-mail, containing:
    - ✓ A written description of the damaged/missing items (item name & no. of pieces)
    - ✓ Attached photo records (above mentioned)
  - **CLAIMS CAN BE ACCEPTED NO LATER THAN 3 DAYS AFTER RECEIVING THE SHIPMENT.**  
After the 3<sup>rd</sup> day, we can not obtain any damage claims from the insurance.  
As the Shipper, we have only this very tight time frame to report the damage to the transport provider, in accordance to our transport contract.
  
- [Damaged/Missing perfumes, without any visible outer box damage](#)
  - Take photos of the following:
    - ✓ The original outer box from all side
    - ✓ Picture of the inside of the box before taking the items out for inspection, while they are still wrapped in their protective bubble cover
    - ✓ Picture of any damaged item (perfume or scented product)
    - ✓ Picture of the Shipment label , where the Tracking No. of the packet is indicated, as well as the Shipper's and Client's contact details
  - Inform us **IMMEDIATELY** after receiving and inspecting the damaged box via e-mail, containing:
    - ✓ A written description of the damaged/missing items (item name & no. of pieces)
    - ✓ Attached photo records (above mentioned)
  - **CLAIMS CAN BE ACCEPTED NO LATER THAN 3 DAYS AFTER RECEIVING THE SHIPMENT.**  
After the 3<sup>rd</sup> day, we can not obtain any damage claims from the insurance.

As the Shipper, we have only this very tight time frame to report the damage to the transport provider, in accordance to our transport contract.

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## RETURN OF GOODS

Please keep in mind that our wholesale division WILL NOT BE ACCEPTING ANY RETURN OF GOODS, after they have been ordered and shipped.

EXCEPTIONS to this rule will apply only for damaged or spoiled goods for which the client can provide us with a valid reason for which he/she wants to return the goods.

More details on this can be found under [Complaints](#).

In some specific cases we provide our clients with a retour label (= sending the goods back at our expense). It is essential that the customer carefully packs the goods and sends them back through the institution with which the transport company cooperates (usually local post office).

It is not possible to send a courier to pick up the goods. Thank you for your understanding.

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## COMPLAINTS

All complaints shall be handled in accordance with the laws in force in the Czech Republic. Please take a look below at the GUIDING RULES FOR MANAGING COMPLAINTS FOR DAMAGED OR MISSING GOODS.

DAMAGED GOODS COMPLAINT (see also ANY DAMAGES OR/AND MISSING ITEMS? in the section Delivery)

- When using our delivery services

If you are using any of our delivery services (DHL, GLS, PPL), complaints regarding damaged goods should be IMMEDIATELY AND DIRECTLY reported to the delivery service provider, ON THE SPOT, WHILE RECEIVING THE PACKET(S). Our goods have been insured. However, the only way to successfully file a claim for damages is for the client to open the packet and examine the goods in front of the delivery personal. After reporting damaged pieces with the delivery provider, please report this issue with us as well, as soon as possible, and NO LATER THAN 3 DAYS FROM RECEIVING THE SHIPMENT.

If you claim goods without reporting damage to the carrier (the box was delivered without any visible outer damage), we take into account the goods claimed 7 days from the date of receipt (we do not process claims from customers).

Always send us the invoice number from which the claimed goods are and photographs documenting the status of the product(s).

If the time limit of one week from receipt of the goods is respected, we handle complaints in the following cases:

A) The box of the product is damaged - we solve it either in the form of a credit note or additional pre-agreed discount (in the order of percent according to the level of damage).

B) The product is obviously in a state where it cannot be used as an item for resale (e.g. spilled perfume) - we solve it in the form of a credit note.

If the end customer suspects that the item is a counterfeit, or detects malfunctioning mechanics, these claims will not be taken into account.

- When arranging own pick-up, Ex-Works Prague

If you are not using our delivery service but have instead arranged for your own pick-up, please keep in mind that we will not accept any complaints for damaged goods. Pictures of the goods and the packing process and result are taken, and will be e-mailed to you together with your invoice. We give over the goods to your transport service in perfect condition, and from the moment of surrendering the goods we will not be accepting any responsibility over them. With EXW shipment terms, the client is responsible to insure the goods from our warehouse to his.

#### MISSING GOODS COMPLAINT

If you discover that invoiced items are missing from the received order, please report this problem immediately to us. We will check within our stock and over our video records if we've missed to pack the pieces in question. If the mistake is ours, we will acknowledge full responsibility and offer you the following options:

- ship you the goods with your next order, or
- issue you a Credit Note in case you no longer need those items

Please keep in mind that for all complaints that we receive on the client's behalf, we will require visual proof (photo).

We accept claims made no later than 3 days after our B2B client receives the goods. The compliance with this time-frame is critical for parcels received via GLS or DHL, as the forwarders acknowledge claims of damage/theft caused during transport only within that time-frame. Everything that does not respect that time-frame, is no longer eligible for compensation. For bigger pallet shipments, the time-frame is extended to maximum 1 week.

Responsibility for the goods is transferable with the exchange of hands. This stipulates that each party accepting the goods, has full control and responsibility over them when they are under their possession. As a Supplier, we have possibility to acknowledge claims for damage/theft that occurs during transport, and process them on the behalf of our client, as long as the time-frame for reporting such issues is respected and the necessary documentation and evidence supplied in fullness.

If there is a suspicion on the part of the end customer that an item is not original, or has detective non-functional mechanism, these complaints will not be taken into account under our return policy. Once goods have exchanged hands, and no reporting of any irregularity was done during the specified time-frame, we do not accept any returns. We have no knowledge or guarantee once the goods exchange hands of how they are being afterwards stored or processed, or if the item in question was indeed from our stock. Arising out of this is that we do not accept complaints from the final customers of our customers. Such complaints already fall into the domain of our clients, to be resolved with their clients, as B2C is regulated under the Consumer Contracts Regulations. B2B are exempt from the Consumer

Contracts (formerly Distance Selling) regulations, but are entitled to have their own returns/cancellation policy in the Terms and Conditions.

If the deadline of one week from receipt of the goods is observed, we resolve complaints in the following cases:

A) The box of the product is damaged during transport - we solve it either in the form of a credit note or an additional pre-agreed discount (3-5% depending on the level of damage).

B) The product is obviously in a state where it cannot be used as an object for resale (eg spilled perfume) - we solve it in the form of a credit note.

## COMPLAINTS

All complaints shall be handled in accordance with the laws in force in the Czech Republic.

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### DAMAGED GOODS COMPLAINT

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## CONTACT US

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