

# BUSINESS TERMS AND CONDITIONS

The company ELKO EP UK

based in: 12 Brunel Road, Manor Trading Estate, Benfleet, Essex, England, SS7 4PS identification number: 12940891 entered in the Commercial Register kept by Companies House Crown Way Cardiff CF14 3UZ for the sale of goods through an online store located at the Internet address [www.relays-store.uk](http://www.relays-store.uk)

## 1. INTRODUCTORY PROVISIONS

1.1. The present Business Terms and conditions (hereinafter referred to as the „Business Terms and conditions“) of the company ELKO EP UK, with its registered office at 12 Brunel Road, Manor Trading Estate, Benfleet, Essex, England, SS7 4PS , identification number: 12940891, registered in the Commercial Register kept by Companies House Crown Way Cardiff CF14 3UZ. The internet shop is operated by the seller on a website located at the internet address [www.relays-store.uk](http://www.relays-store.uk) (hereinafter referred to as the „**website**“), through the website interface (hereinafter referred to as the „**web store interface**“).

1.2. **Buyer – consumer** means any natural person who, outside the scope of his business activity or outside the scope of independent performance of a profession, concludes a purchase contract with the seller.

1.3. **Buyer – businessman** is anyone who independently carries out a gainful activity on his own account and responsibility in a trade license or similar manner, with the intention of doing so systematically for the purpose of making a profit and concludes a purchase contract with the seller in this activity. The Buyer acknowledges that in the case of filling in the Identification Number in the order, he will always be considered as the Buyer – businessman. When concluding a purchase contract between the seller and the buyer – businessman the provisions of these terms and conditions governing the exclusive rights of buyers-consumers shall not apply.

1.4. Provisions deviating from the business conditions can be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.

1.5. The provisions of the business conditions are an integral part of the purchase contract. The purchase contract and business conditions are drawn up in the English language. The purchase contract can be concluded only in the English language.

1.6. The wording of the terms and conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

## 2. USER ACCOUNT

2.1. Based on the buyer's registration made on the website, the buyer can set up a user interface and access it. From its user interface, the buyer can order goods (hereinafter referred to as the „**user account**“). If the web interface of the store allows it, the buyer can also order goods without registration directly from the web interface of the store.

2.2. When registering on the website and when ordering goods, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in the event of any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

2.3. The access to the user account is secured by a username and password. The buyer is obliged to maintain the confidentiality of the information necessary to access his user account and to protect his user account from misuse.

2.4. The buyer is not entitled to allow access and use of the user account to third parties.

2.5. The Seller may cancel the user account, especially if the Buyer does not use his user account for more than **twelve (12) months**, or if the Buyer violates his obligations under the purchase agreement (including the terms and conditions).

2.6. The buyer acknowledges that the user account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the seller, or. necessary maintenance of third party hardware and software.

## 3. CONCLUSION OF A PURCHASE CONTRACT

3.1. All presentation of goods placed in the web interface of the store is of an informative nature and the seller is not obliged to enter into a purchase agreement regarding these

goods. The photograph of the goods is for illustrative purposes only and may not correspond to the actual appearance of the item.

3.2. The web interface of the store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if the goods cannot, by their nature, be returned by regular mail. The prices of goods are listed including value-added tax and all related fees. The price of goods does not include the costs of packaging and delivery of goods to the buyer. The prices of the goods are binding, they remain valid as long as they are displayed in the web interface of the store, except for an obvious typographical error on the part of the seller. This provision does not limit the seller's ability to enter into a purchase agreement under individually agreed conditions.

3.3. The web interface of the store also contains information on the costs associated with the packaging and delivery of goods. The information on costs associated with the packaging and delivery of goods listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the selected country.

3.4. To order goods, the buyer fills in the order form in the web interface of the store. The order form contains in particular information about:

3.4.1. the ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),

3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and

3.4.3. information on the costs associated with the delivery of goods (hereinafter referred to as the „**order**“).

3.5. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer has entered in the order, even with regard to the buyer's ability to detect and correct errors made when entering data into the order. The buyer sends the order to the seller by clicking on the button „**Finish the order**“. The data listed in the order they are deemed correct by the seller. The seller will confirm this fact to the buyer by e-mail immediately after receiving the order to the buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the „**buyer's email address**“). Together with the order confirmation, the seller will send the buyer the current version of the terms and conditions and information on personal data protection to the buyer's e-mail address.

3.6. The seller is always entitled, depending on the nature of the order, (quantity of goods, purchase price, estimated shipping costs) to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).

3.7. The contractual relationship between the seller and the buyer arises upon delivery of the acceptance of the order (by acceptance), which is sent by the seller to the buyer's email address. The buyer is entitled to cancel his order at any time before the delivery is accepted by the seller. Upon acceptance of the order by the seller, it becomes binding on both parties.

3.8. The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the buyer in the use of means of distance communication in connection with the conclusion of the purchase contract shall be provided by the buyer himself, and these costs shall not differ from the normal rate. (internet connection costs, telephone call costs).

#### 4. PRICE OF GOODS AND PAYMENT TERMS

4.1. The price of the goods and any costs associated with the delivery of goods under the purchase agreement, the buyer may pay the seller in the following ways:

- cashless by payment card;

4.2. Along with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, for the purposes of these terms and conditions, the purchase price also means the costs associated with the delivery of goods.

4.3. The seller does not require a deposit or other similar payment from the buyer. This does not affect the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4. In the case of payment in cash or in the case of payment on delivery, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is payable within **fourteen (14) calendar days** from the conclusion of the purchase contract.

4.5. In the case of cashless payment, the buyer is obliged to pay the purchase price of the goods together with the variable payment symbol. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

4.6. The seller is always entitled, especially in the event that the buyer does not provide additional confirmation of the order (Article 3.6), to demand payment of the full purchase price before sending the goods to the buyer.

4.7. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.

4.8. If this is customary in business relations or if so stipulated by generally binding legal regulations, the seller shall issue a tax document - an invoice - to the buyer regarding payments made on the basis of the purchase contract. The seller **is** a payer of value-added tax. The tax document - an invoice will be issued by the seller to the buyer after payment of the price of the goods and will be sent in the electronic form to the buyer's electronic address or written form to the buyer's billing address.

4.9. According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.

## **5. WITHDRAWING FROM THE PURCHASE AGREEMENT BY THE BUYER - CONSUMER**

5.1. Buyer – the consumer acknowledges it is not possible to withdraw from the purchase contract for the supply of goods, which was modified according to the wishes of the buyer – the consumer or for his person, from the purchase contract for the supply of perishable goods, as well as goods which have been irretrievably mixed with other goods after the delivery, from a purchase contract for the supply of goods in a sealed package which the consumer has removed from the package and cannot be returned for hygienic reasons, and from a purchase contract for the supply of an audio or video recording or a computer program if he has broken their original packaging.

5.2. If it is not a case specified in Article 5.1 of the Terms and Conditions or another case where it is not possible to withdraw from the purchase contract, the buyer - consumer has

the right to withdraw from the purchase contract within thirty (30) calendar days from the receipt of the goods, and in the event that the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer - the consumer can use the sample form provided by the seller, which forms an annex to the terms and conditions. Withdrawal from the purchase contract can be sent by the buyer - consumer to the address of the seller's office or to the seller's email address [graham@elkoep.uk](mailto:graham@elkoep.uk). This article does not apply in the case of the buyer - businessman.

5.3. In the event of withdrawal from the purchase contract pursuant to Article 5.2 of the Terms and Conditions, the purchase contract is canceled from the beginning. The goods must be returned by the buyer - consumer to the seller within thirty (30) calendar days from the delivery of the withdrawal from the purchase contract to the seller. If the buyer - consumer withdraws from the purchase contract, the buyer - consumer bears the costs associated with the return of goods to the seller, even if the goods can not be returned due to its nature by regular mail. Buyer - the consumer is not entitled to send the goods to the seller on cash on delivery or in another way conditional on the acceptance of the relevant goods by the seller by payment of any amount. In such cases, the seller is not obliged to take over the returned goods and may refuse to take over such goods.

5.4. In the event of withdrawal from the purchase contract pursuant to Article 5.2 of the Terms and Conditions, the seller will return the funds received from the buyer - consumer within thirty (30) calendar days of withdrawal from the purchase contract by the buyer - consumer, in the same way as the seller received from the buyer - consumer. The seller is also entitled to return the performance provided by the buyer - consumer when returning the goods by the buyer - consumer or otherwise, if the buyer - consumer agrees and the buyer - the consumer will not incur additional costs. If the buyer - consumer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer - consumer before the buyer - consumer returns the goods or proves that he sent the goods to the seller.

5.5. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the claim of the buyer - the consumer to a refund of the purchase price.

5.6. Apart from the cases stipulated by law, the seller is entitled to withdraw from the purchase contract also in the event of the existence of an obvious error in the price of the goods. This right may be exercised by the seller no later than thirty (30) calendar days from the date of the conclusion of the purchase contract.

5.7. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer - the consumer is concluded with the untying condition that if the buyer - consumer withdraws from the purchase contract, the gift contract for such a gift loses its effect and the buyer - the consumer is obliged to return the provided gift to the seller together with the goods.

## 6. TRANSPORTATION AND DELIVERY OF GOODS

6.1. The seller will fulfill his obligation to deliver the item to the buyer if he allows him to dispose of it at the place of performance and notifies him of this fact. If the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

6.2. Information on costs associated with the packaging and delivery of goods ("postage and packaging") are contained on the website of the online store [www.relays-store.uk](http://www.relays-store.uk)

6.3. If according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, including the use of transport services provided by a third party, the buyer is obliged to take over the goods upon delivery.

6.4. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. costs associated with another method of delivery.

6.5. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the case of finding a violation of the packaging indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier. This does not affect the rights of the buyer from liability for defects in the goods and other rights of the buyer arising from generally binding legal regulations.

6.6. If the seller delivers a larger quantity of the item to the buyer - entrepreneur than agreed, the purchase contract is concluded for the excess quantity, unless the buyer refuses without undue delay.

6.7. Other rights and obligations of the parties in the transport of goods may be governed by the special delivery conditions of the seller if issued by the seller.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

7.1. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations

7.2. The seller responds to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time when the buyer took over the goods:

7.2.1. the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, the characteristics described by the seller or the manufacturer or which the buyer expected with regard to the nature of the goods and on the basis of the advertising made by them,

7.2.2. the goods are fit for the purpose stated by the seller for their use or for which goods of this kind are usually used,

7.2.3. the goods correspond in quality or design to the contracted sample or template, if the quality or design was determined according to the contracted sample or template,

7.2.4. the goods are in the appropriate quantity, measure or weight; and

7.2.5. the goods comply with the requirements of legal regulations.

7.3. If the defect of the goods purchased by the buyer - consumer becomes apparent within six months of receipt, it is considered that the goods were defective at the time of receipt.

7.4. The seller has obligations from the defective performance at least to the extent that the obligations from the defective performance of the manufacturer persist. The buyer - the consumer is otherwise entitled to exercise the right to a defect that occurs in consumer goods within twenty-four (24) months of receipt. If, in accordance with other legislation, the period for which the goods can be used is indicated on the goods sold, on their packaging,



in the instructions attached to the goods or in advertising, the provisions on the quality guarantee shall apply. By guaranteeing the quality, the seller undertakes that the goods will be suitable for use for the usual purpose for a certain period of time or that they will retain their usual properties. If the buyer has rightly criticized the seller for the defect of the goods, the period for exercising the rights arising from the defective performance or the warranty period does not run for the period during which the buyer cannot use the defective goods.

7.5. The provisions set out in Article 7.2 of the business conditions shall not apply to goods sold at a lower price in relation to the defect for which the lower price was agreed, to wear and tear caused by its normal use, to used goods to a defect corresponding to the degree of use or wear upon receipt by the buyer, or if it follows from the nature of the goods. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the goods that the goods were defective, or if the buyer caused the defect himself.

7.6. The rights from the liability for defects of the goods apply to the seller. However, if the confirmation issued to the seller regarding the scope of rights from liability for defects (in the sense of the provisions of § 2166 of the Civil Code) mentions another person for repair, who is closer to the seller's place or place for the buyer, the buyer shall exercise the right to repair who is designated to perform the repair. Except in cases where another person is designated to carry out the repair according to the previous sentence, the seller is obliged to accept the complaint in any establishment where acceptance of the complaint is possible with respect to the range of products or services provided, or in the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer about when the buyer exercised the right, what is the content of the complaint and what method of handling the complaint the buyer requires; and a confirmation of the date and manner of handling the complaint, including a confirmation of the repair and its duration, or a written justification for rejecting the complaint. This obligation also applies to other persons designated by the seller to perform the repair.

7.7. The buyer may specifically exercise the rights from liability for defects of the goods, especially in person at the address 12 Brunel Road, Manor Trading Estate, Benfleet, Essex, England, SS7 4PS by phone at +44 2081 022697 or by e-mail at [graham@elkoep.uk](mailto:graham@elkoep.uk)

7.8. Buyer - the consumer shall inform the seller which right he has chosen, upon notification of the defect, or without undue delay after notification of the defect. The choice

made cannot be changed by the buyer - consumer without the consent of the seller; This does not apply if the buyer - the consumer has requested the correction of a defect that proves to be irreparable.

7.9. If the goods do not have the properties specified in Article 7.2 of the Terms and Conditions, the buyer - the consumer may also request delivery of new goods without defects, if this is not disproportionate due to the nature of the defect, but if the defect concerns only part of the goods, the buyer - the consumer may only request replacement components; if this is not possible, he may withdraw from the contract. However, if it is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer - the consumer has the right to free removal of the defect. The buyer - the consumer has the right to deliver new goods or replace parts even in the case of a remediable defect if he cannot use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In such a case, the buyer - the consumer - also has the right to withdraw from the contract. If the buyer - consumer does not withdraw from the contract or if he does not exercise the right to deliver new goods without defects, to replace its parts or to repair the goods, he may request a reasonable discount. Buyer - the consumer has the right to a reasonable discount even if the seller can not deliver new goods without defects, replace its parts or repair the goods, as well as if the seller does not arrange a remedy within a reasonable time or if arranging a remedy would cause considerable difficulties.

7.10. The seller will decide on the complaint of the buyer - consumer immediately, in complex cases within three (3) working days. This period does not include the time appropriate to the type of goods needed for a professional assessment of the defect. The seller will handle the complaint, including the elimination of the defect, without undue delay, no later than thirty (30) calendar days from the date of the complaint. This period can be extended after making a complaint after agreement with the buyer - consumer. The expiration of this period in vain is considered a material breach of the purchase contract. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure if issued by the seller.

7.11. In accordance UK law, the buyer-entrepreneur is entitled to exercise the right to a defect that the goods had when the risk of damage passed to the buyer-entrepreneur, even if it manifests itself later. The buyer - the entrepreneur is thus obliged to inspect the goods immediately upon receipt, but no later than within two (2) working days of its receipt,

and to point out any defects found by the seller. The buyer - the entrepreneur is obliged to immediately point out the defect, which will appear only after the above-mentioned deadline, to the seller. In this case, however, the buyer-entrepreneur is obliged to prove that the defect in question existed at the time of the transfer of the risk of damage. Procedure according to Article 7.9. of these terms and conditions shall apply to the buyer - entrepreneur in a similar manner, while the buyer - the entrepreneur is obliged to state, together with the notification of the defect to the entrepreneur, which right he has chosen from the defective performance.

## 8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods. The risk of damage to the goods passes to the buyer by taking over the goods.

8.2. In relation to the buyer, the seller is not bound by any codes of conduct

8.3. The handling of consumer complaints is provided by the seller via the electronic address [graham@elkoep.uk](mailto:graham@elkoep.uk). The seller will send information on the settlement of the buyer's complaint to the buyer's e-mail address.

8.4. a trading standards officer (TSO) are authorised to carry out their functions to enforce trading standards laws. is responsible for out-of-court settlement of consumer disputes arising from the purchase contract,

8.5. The seller is entitled to sell goods on the basis of a trade license. Trade licensing is performed within the scope of its competence by the relevant trade licensing office.

8.6. The Office for Personal Data Protection supervises the area of personal data protection.

8.7. The buyer hereby assumes the risk of a change of circumstances

## 9. PROTECTION OF PERSONAL DATA

9.1. Its information obligation towards the buyer protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing DPA (Data Protection Act) 2018 (general regulation on personal data protection) (hereinafter referred to as the „**GDPR Regulation**“) related to the processing of the buyer's personal

data for the purposes of fulfilling the purchase contract, for the purposes of negotiating the purchase contract and for the purposes of fulfilling the public obligations of the seller is performed by the seller through a special document available at [www.relays-store.uk/s/conditions](http://www.relays-store.uk/s/conditions)

## 10. SENDING COMMERCIAL MESSAGES AND STORING COOKIES

10.1. The buyer is entitled to exclude the sending of commercial communications from the seller when concluding the contract. It is also possible to cancel the sending of a commercial message without any costs via the link located in the relevant commercial message.

10.2. The so-called Cookies are small data files that are stored on the buyer's electronic device when visiting the website and are mainly used to personalize the content of the website for the individual buyer.

10.2.1. The web interface of the store uses so-called technical cookies, which are necessary to ensure the proper functioning of the web interface of the store and make it easier for the buyer to use the web interface of the store. The web interface of the store also uses so-called advertising cookies, which serve to personalize advertising according to the interests of the buyer.

10.2.2. The cookies used are temporary or permanent. Temporary cookies are automatically deleted after the buyer leaves the site. These are mostly technical cookies that support the functionality of the store's web interface. Permanent cookies are permanently stored in the buyer's electronic device, identifying only the buyer's electronic device and his access to the store's web interface. Persistent cookies are used for statistical purposes and can also be used to specify the ads displayed.

10.2.3. The website uses Google Analytics, a web analytics service provided by Google, Inc. ("Google"). Details about this service are available [here](#). No personal data of buyers are passed on to these entities by the sellers.

10.2.4. The first time you visit the website, the buyer will be notified of the use of cookies. By using the website, the buyer agrees to the use of cookies. However, when visiting the website, the buyer can always exclude the possibility of storing all types of cookies in his internet browser and, if necessary, adjust the cookie storage settings at his own discretion. However, the buyer acknowledges that prohibiting the storage of all cookies may limit the

functionality of the web interface of the store. Cookies stored in the buyer's electronic device can always be deleted by the buyer.

## **11.DELIVERY**

11.1. All communications may be delivered by the seller to the buyer in the electronic form to the electronic address of the buyer, which the buyer specified in the order or in the buyer's user account.

## **12.FINAL PROVISIONS**

12.1. If any provision of the business conditions is or becomes invalid or ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

12.2. The purchase contract (order and its acceptance), including business conditions, is archived by the seller in electronic form and is not accessible to the buyer.

12.3. The appendix to the business conditions is a sample form for withdrawal from the purchase contract.

12.5. Contact details of the seller: postal address ELKO EP UK, 12 Brunel Road, Manor Trading Estate, Benfleet, Essex, England, SS7 4PS , email address [graham@elkoep.uk](mailto:graham@elkoep.uk), phone +44 2081 022697.

12.6. These business conditions, including their annexes, are valid and effective from 1 January 2021 and replace the previous versions of the business conditions, including their annexes. Business conditions are available at the company's registered office or in electronic form [here](#)

**ELKO EP UK**