

**GENERAL TERMS AND CONDITIONS****FOR THE SALE OF THE COMPANY'S HANDLING TECHNOLOGY**

VZV GROUP s.r.o. registered office

Post Code 500 03, Okružní 1144, Hradec Králové, Czech Republic

Company Registration Number: 27469662, entered in the Commercial Register kept by the Regional Court in Hradec Králové section C, insert 20857

**1. Basic provisions**

1.1 These General Terms and Conditions for the sale of handling technology (hereinafter "GTC") are issued by the company VZV GROUP s.r.o. registered office Okružní 1144, 500 03 Hradec Králové, Company Registration Number: 27469662, entered in the Commercial Register kept by the Regional Court in Hradec Králové section C, insert 20857 (hereinafter "Seller").

1.2 These General Terms and Conditions relate to the conclusion of all Purchase Contracts between the Seller and the customer in the position of businessman (hereinafter "Purchaser"), realized in connection with or on the basis of purchases of Goods from the Seller's menu (meaning the menu in the Seller's Online Store, the Seller's e-mail and telephone menu or a menu via the Seller's sales representatives), or if applicable for services offered and provided by the Seller to the Purchaser in the context of the offer and sale of the Goods.

1.3 Unless these Terms and Conditions or the Parties explicitly agree otherwise, the Parties' rights and obligations relating to the Goods shall be applied in the same way to the provision of services.

1.4 In accordance with § 1751 of Act no. 89/2012 Coll., of the Civil Code, as amended (hereinafter "CC"), these Terms and Conditions form an integral part of every Purchase Contract concluded between the Seller and the Purchaser via the Online Store, by the method described in article 2 of these GTC, or via remote means of communication, i.e. by telephone, fax, e-mail, Skype or other remote communication channels (hereinafter "Purchase Contract"), unless the Purchaser and Seller explicitly agree on different conditions.

1.5 The wording of these Terms and Conditions may be amended or supplemented by the Seller at any time. However, this provision does not affect rights and obligations arising from Purchase Contracts concluded before the new Terms and Conditions came into effect.

1.6 These conditions may only be deviated from on the basis of a written agreement between the Seller and the Purchaser.

1.7 All offers made by the Seller before the signing of the appropriate Purchase Contract are not binding, unless they are a part of the Purchase Contract.

1.8 Remote communication is understood to mean the utilization of all current technology, such as for example e-mail, fax, Skype, telephone and other communication channels and applications.

1.9 In the event that the purchase or other Contract is concluded with the customer in the position of consumer, these GTC shall not be used, and contractual conditions shall be agreed for each individual case.

**2. The manner of concluding the Purchase Contract**

2.1 The Seller's Online Store and website contain an identification of the Goods which the Seller is offering to sell. Every offer of specific Goods also includes an identification of the Goods and a description of their properties. In addition to the Seller's Online Store and website, the Seller can send the Purchaser an individual concept by e-mail or fax, communicate it by telephone, or utilize other remote communication channels. Unless stipulated otherwise in the concluded Purchase Contract, for example by a reference, previous offers, advertisements, promotional events and other similar unilateral communication is not binding for the Parties. The Seller explicitly excludes the application of the provisions of § 1732 paragraph 2 of the CC, whereby any action they take, particularly contacting customers or advertising Goods or services, may not be interpreted as an offer to conclude a Contract regarding the supply of the appropriate Goods or services.

2.2 A Purchaser who is not registered in the Seller's Online Store first sends an enquiry about the chosen Goods, which are part of the Online Store menu or the menu on the Seller's website, and which they intend to purchase, using a questionnaire or another form. This enquiry is not a proposal to conclude a purchase or other Contract. On the basis of this enquiry, the Seller sends a draft Purchase Contract to the Purchaser via remote communication (e-mail, post, fax), or they can present them with the draft Contract in written form. The Seller is entitled not to respond to the Purchaser's enquiry, and thus express their intention not to conclude any Contract.

2.3 A Purchaser who has been assigned access rights to the Seller's Online Store is familiar with the final price of the purchase, which includes the sum of the prices of the selected Goods placed in the basket, including associated services, taxes and other fees, and the cost of transporting these Goods. Given the various parameters, the cost of the transportation of the handling technology by the Seller's sales representative is offered individually. In the case of purchases via the Online Store, by sending the order the Purchaser accepts the

Seller's offer of the Goods and services placed in the Online Store basket, agrees with these Terms and Conditions, and makes an irrevocable offer to the Seller to conclude a Purchase Contract. The Seller is entitled not to accept the Purchaser's order, without stating a reason. The Purchaser shall be informed about the non-acceptance of the order without undue delay. The Seller is also entitled to return the order to the Purchaser for supplementation, and provide them with an appropriate deadline for this. Its vain expiry has the consequence that the Purchaser's order is regarded as an order which was never delivered. A supplemented order is regarded as a new order.

2.4 After accepting the Purchaser's offer, the Seller shall immediately confirm the acceptance of this offer to the Purchaser by e-mail or other form of remote communication, to the e-mail address or other remote communication contact stipulated by the Purchaser during registration of their user account, or in the order.

2.5 In the case of a purchase via the Seller's Online Store, the Purchase Contract between the Seller and the Purchaser is concluded at the moment of delivery of confirmation of acceptance of the Purchaser's order by the Seller, whereby an obligation arises for the Seller to procure and supply the Goods and services in accordance with the Purchase Contract and these Terms and Conditions, and an obligation arises for the Purchaser to accept these Goods and associated services and pay the agreed price. Confirmation of acceptance of the Purchaser's order by the Seller shall be made by e-mail, telephone or in written form.

2.6 In the case of a purchase outside the Seller's Online Store, the Purchase Contract between the Seller and the Purchaser is concluded at the moment of delivery of the Purchase Contract by the Purchaser to the Seller whereby, for the Purchase Contract to be concluded, it is sufficient to deliver the scanned Purchase Contract, signed by the Purchaser, by e-mail to the address [info@vzv.cz](mailto:info@vzv.cz). The Purchase Contract must be received in the same form in which the Purchaser received it from the Seller.

2.7 For the avoidance of doubt, it applies that the Purchase Contract is not concluded if the Purchaser's order is not accepted by the Seller or is accepted with a reservation or, similarly, if the Purchaser fails to accept the Seller's proposal to conclude the Contract, or accepts it with a reservation. The Purchaser acknowledges that the Seller is not obliged to conclude a Purchase Contract with the Purchaser, especially in the case of a person who previously breached a Purchase Contract or these Terms and Conditions in a fundamental way, or a person who is in arrears with the payment of their obligations towards the Seller. If the Seller subsequently discovers the afore-mentioned fact about the Purchaser, they may withdraw from the concluded Contract.

2.8 In the event that the Purchaser does not explicitly accept an offer or other proposal for the conclusion of the Contract by the methods described above in article 2 of the GTC, made by the Seller, the Purchase Contract between the Seller and the Purchaser is concluded if the Purchaser expresses their will to conclude the Purchase Contract by crediting the price of the Goods to the Seller's account (this can also mean partial payment for the Goods) on the basis of an invoice issued by the Seller (pro forma invoice, proper tax document with due payment date). By paying, the Purchaser accepts the Purchase Contract sent by the Seller, including these Terms and Conditions.

2.9 In exceptional cases, the Seller reserves the right not to supply the chosen Goods to the Purchaser and withdraw from the concluded Contract, especially in a case where the Online Store erroneously stated evidently incorrect or non-standard information, particularly about the chosen Goods, or their price or delivery date, or if the Goods are sold out and are permanently unavailable from the supplier. In such a case, the Seller undertakes to refund the financial sum paid on the basis of the Purchase Contract to the Purchaser.

2.10 By concluding the Purchase Contract, the Purchaser agrees with these Terms and Conditions, and declares that they had the opportunity to familiarize themselves with these Terms and Conditions before its conclusion. These Terms and Conditions are sent to the Purchaser together with the draft Purchase Contract, and are also permanently accessible on the company's website.

2.11 Expenses incurred by the Purchaser while using remote means of communication in connection with the conclusion and fulfilment of the Purchase Contract are paid exclusively by the Purchaser.

**3. Terms of payment**

3.1 Unless agreed otherwise in the Purchase Contract, the purchase price shall be paid by the Purchaser in advance, on the basis of an issued pro forma invoice amounting to 100 % of the total purchase price including arranged transport, if applicable, whereby payment is understood to mean the crediting of the sum to the Seller's bank account, or the receipt of cash. The Seller is entitled to issue a pro forma invoice on the day of conclusion of the Purchase Contract.

3.2 The invoice must be handed over to the Purchaser or sent to the Purchaser's address set forth in the Purchase Contract, or in electronic form to the Purchaser's e-mail address set forth in the Purchase Contract. When in doubt, it is assumed that the invoice was delivered to the Purchaser on the fifth calendar day after its sending (whereby, for this purpose, the day of sending is regarded as the day following the invoice issue date). The Purchaser consents to the electronic sending of invoices.

3.3 The Purchaser is obliged to pay the total sum on the invoice by its due payment date, so that the funds are already credited to the Seller's account no later than the invoice's due payment date.

3.4 The Purchaser is obliged to identify every payment of the purchase price or part thereof, or any other obligation from a purchase or other Contract concluded between the Seller and the Purchaser, by the variable symbol set forth in the invoice. A payment made without stating the variable symbol, or with an incorrect variable symbol, i.e. an unidentified payment, shall be regarded as unpaid with all the consequences arising therefrom.

3.5 If the Purchaser fails to pay any of the Seller's invoices by their due payment date, then the Seller is not in default with the delivery of the Goods to the Purchaser.

3.6 The purchase price of the Goods is paid the moment that the payment sent by the Purchaser by bank transfer is credited to the Seller's account.

3.7 In the event that the Purchaser finds themselves in default with the payment of the purchase price, they are obliged to pay the Seller a contractual fine of 0.05 % of the price of the Goods per day. Unless stipulated otherwise in the Contract, the contractual fine is payable within ten days of the breach of the obligation which it guarantees.

3.8 Unless stipulated otherwise in the Contract, the Contractual Party is entitled to demand redress for damage, in its full amount, in addition to the contractual fine.

3.9 Unless stipulated otherwise in the Contract, it is not decisive whether the Contractual Party breached its obligation, guaranteed by the contractual fine, wilfully.

3.10 The Goods remain in the Seller's ownership until the full payment of the purchase price including, if applicable, any arranged services, e.g. transportation etc.

#### 4. Terms of delivery

4.1 The Seller undertakes to deliver the Goods to the Purchaser by the deadline stipulated in the Purchase Contract, but no later than four weeks from the conclusion of the Purchase Contract, unless the Parties decide otherwise. The Purchaser acknowledges that the possible delivery date set forth in the Seller's Online Store user interface is merely tentative.

4.2 The Purchaser is obliged to accept the ordered Goods, and thoroughly examine and inspect the Goods and test their functionality in detail at the time of their receipt. The Purchaser shall confirm receipt of the Goods in writing, on the delivery docket or the CMR (international freight certificate), by which, in particular, they confirm that the quantity and type of the received Goods is in concord with the information set forth in the Purchase Contract.

4.3 In the event that the Goods are damaged while being transported by the carrier, or if they are damaged while the carrier is unloading them, and this transportation or unloading was arranged by the Seller in accordance with a special Contract with the Purchaser, the Purchaser is obliged to write up a record of the damage to the transported Goods with this carrier, and not to accept the delivered Goods. The Purchaser must immediately inform the Seller of this fact, by e-mail, to the address [info@vzv.cz](mailto:info@vzv.cz), no later than 24 hours from the discovery of the afore-mentioned fact. The Parties shall subsequently decide on how to resolve the situation which arose.

4.4 If the Parties have also agreed on the assembly, dismantling or unloading of the Goods at the Purchaser's place of business or other associated services, then the Seller undertakes to perform these services at the Purchaser's place of business, by the agreed deadline, after the handover of the Goods to the Purchaser. For the avoidance of any doubt, it applies that the price of these services is not included in the price of the Goods, unless explicitly stipulated otherwise in the Purchase Contract.

4.5 The Seller is entitled to make a partial delivery, and the Purchaser is obliged to accept the partial delivery.

4.6 The Purchaser undertakes to inform the Seller, in writing and immediately, of any changes relating to their tax identification (tax/VAT registration number), or if applicable also of changes to the VAT registration regime (payer/non-payer). In the event of a breach of this obligation, the Seller is entitled to demand redress for any financial damage incurred by them as a result of the payment of VAT, or the payment of sanctions or other fulfilment to the tax administrator.

4.7 The Seller delivers the Goods to the Purchaser by the agreed deadline on the basis of an EXW delivery clause as per INCOTERMS 2010, unless agreed otherwise in the Purchase Contract. The Seller fulfils the delivery as soon as they make the Goods available to the Purchaser in the buildings at the addresses 561 61, Červená Voda no. 524, or P3 Prague Horní Počernice - Hala I3, Do Čertous 2717/5. The Seller is not obliged to load the Goods onto the prepared receiving transport device, nor are they obliged to dispatch the Goods for export, if such a dispatch comes into consideration. In the event that the Seller provides the loading or transportation of the purchased Goods, they do so on the basis of a special Contract with the Purchaser.

#### 5. Arbitration clause

5.1 The Contractual Parties have agreed that, in the event of the conclusion of the Purchase Contract in writing or in another similar manner, which enables a

depiction of its content and a determination of the persons who concluded the Contract, the authority to resolve all disputes and claims directly or derivatively arising from the concluded purchase or other Contract, its securing (including exchange) or in relation to it, including issues concerning the validity of this agreement as per Act no. 216/1994 Coll., On Arbitration Proceedings and on Enforcement of Arbitration Awards, is held by the Arbitrator set forth below to whom the complainant delivers the petition. The arbitration proceedings shall take place in the Arbitrator's headquarters, or in a venue stipulated by the Arbitrator. The Contractual Parties have agreed that the arbitration proceedings shall be in one instance, shall be conducted in written form, and the arbitration award shall be issued separately.

*For this purpose, the Arbitrators are:*

- Mr. Ladislav Baše, MA, solicitor, entered in the Czech Bar Association under no. 12052, Company Registration Number: 69881936, registered office Římská 14, 12000 Praha 2, Czech Republic

- Mr. Milan Plíšek, JD, solicitor, entered in the Czech Bar Association under no. 13034, Company Registration Number: 71347178, registered office Denisova 585, 50601 Jičín, Czech Republic

- Mr. Miloš Janáček, MA, solicitor, entered in the Czech Bar Association under no. 09234, Company Registration Number: 66250706, registered office Kalinovo Nábřeží 605, 580 01 Havlíčkův Brod, Czech Republic

In the event that none of the afore-mentioned Arbitrators is willing or able to accept or perform the function of Arbitrator, the Contractual Parties have agreed on the following alternative method of nominating the Arbitrator. The sole Arbitrator shall be nominated by the Creditor from the list of solicitors kept by the Czech Bar Association (hereinafter "Arbitrator").

5.2 All disputes between the Contractual Parties arbitrated as per this Contract shall be arbitrated in accordance with the principles of equity, to which the Contractual Parties explicitly entrust the chosen Arbitrator.

5.3 The arbitration venue is the Arbitrator's headquarters agreed on by the Contractual Parties.

*Commencement of arbitration proceedings*

5.4 The arbitration proceedings commence on the day of delivery of the arbitration petition by the Contractual Party (complainant) to the Arbitrator. The arbitration petition must be in writing, the arbitration petition must be in writing, and must be sent to the Arbitrator in two copies. For the requirements of the arbitration petition, the parallel use of § 43 and § 79 of Act. no. 99/1963 Coll., of the Code of Civil Procedure (hereinafter "c.c.p."), has been agreed. The arbitration petition must be accompanied by originals or photocopies of all documentary evidence. The Arbitrator shall mark the day of its delivery on the received arbitration petition, and they shall send one copy of the arbitration proposal, including photocopies of the documentary evidence, to the other Contractual Party (defendant) for comment.

*Statement of defence*

5.5 The defendant undertakes, and is obliged, to comment in writing on the delivered arbitration petition (statement of defence) by a deadline of 20 days from its delivery, and to attach originals or photocopies of all documentary evidence to the statement of defence. The statement of defence must be posted no later than the day of the deadline. The defendant is obliged to send the statement of defence in two copies. The Arbitrator shall mark the day of its delivery on the received statement of defence, and they shall send one copy to the complainant. If the defendant fails to comment on the petition by the deadline agreed above, the Contractual Parties agree on the legal fiction recognition of the claim raised in the arbitration petition.

*Evaluation of evidence*

5.6 The Arbitrator evaluates the evidence at their discretion, while taking into account the principles of equity.

*Arbitration and arbitration award*

5.7 The Arbitrator usually arbitrates without ordering proceedings, on the basis of the written materials and the Parties' comments. The Arbitrator may order verbal proceedings, if the submitted written documents prove entirely inadequate for arbitration in the matter itself.

5.8 The arbitration award must be drawn up in writing. The content of the arbitration award shall be conveyed by the arbitration award statement. The arbitration award contains the name of the Arbitrator, the names of the Parties, a description of the subject of the dispute, the arbitration award statement, a brief justification and the Arbitrator's signature. The arbitration award statement must be specific, and must contain a decision on the costs of the proceedings before the Arbitrator. If the legal fiction recognition of the claim is agreed between the Contractual Parties, then the Arbitrator shall issue an arbitration award for recognition. The arbitration award for recognition must contain the name of the Arbitrator, the names of the Parties, a description of the subject of the dispute, the arbitration award statement and the Arbitrator's signature. The arbitration award statement must be specific, and must contain a decision on the costs of the proceedings before the Arbitrator. The arbitration award for recognition does not have to be justified. If the arbitration award imposes a fulfilment obligation, then the Arbitrator shall stipulate a fulfilment deadline in the arbitration award statement. The Arbitrator shall issue the arbitration award by a deadline of one month from the delivery of the

statement of defence, or by a deadline of one month from the expiry of the twenty-day deadline agreed for the statement of defence.

#### *Legal force and executability:*

5.9 The arbitration proceedings end with the delivery of the arbitration award to the Contractual Parties. No remedy against an arbitration award issued in accordance with this Contract is admissible. The arbitration award must be delivered to the Contractual Parties, and after the delivery the Arbitrator shall furnish it with a legal force clause. A legally effective arbitration award is executable. The arbitration award is binding for the Contractual Parties, and the Contractual Parties are obliged to fulfil all the obligations imposed on them in the arbitration award by the deadlines set forth therein. The arbitration award is executable in accordance with the Legal Code of the Czech Republic.

#### *Delivery:*

5.10 Written documents as per this Contract shall be delivered to the Contractual Parties' addresses set forth in the heading of this Contract, or to the addresses of the Contractual Parties' appointed representatives, which shall be communicated by the Contractual Party in advance, by registered post, with a confirmation of delivery. The Contractual Parties undertake, and are obliged, to ensure that the delivered parcels are received at the addresses set forth in the heading of this Contract, or at their appointed representatives' addresses. A written document sent to the address set forth in the heading of this Contract, or the appointed representative's address, shall be regarded as having been delivered even if it is returned to the sender as undelivered or uncollected, if the recipient could not be reached, if they moved away, etc. In such a case, the written document shall be regarded as having been delivered on the last day of the storage period as per the appropriate delivery organ's conditions, and if the storage period as per these conditions is longer than 15 days, it shall be regarded as having been delivered on the 15<sup>th</sup> day of its storage. For the event of non-delivery of written documents during arbitration proceedings, the Contractual Parties have agreed that the appointed Arbitrator is entitled to stipulate a guardian.

#### *The language of the proceedings:*

5.11 The Contractual Parties submit written documents and evidence to the Arbitrator in Czech Language, or if applicable evidence with an officially certified translation into Czech language. The arbitration award is drawn up in Czech language.

#### *The Arbitrator's remuneration and the Parties' expenses:*

5.12 The Contractual Parties agree on a one-time flat rate remuneration for the Arbitrator, for a single arbitration proceedings, of 4,000 CZK (in words: four thousand Czech crowns) + VAT. The Contractual Party which is unsuccessful in the proceedings before the Arbitrator is obliged to pay the Arbitrator's remuneration to the other Contractual Party. The obligation to pay the Arbitrator's remuneration shall be set forth in the arbitration award statement on compensation for the costs of the proceedings.

5.13 Each Party shall bear its own costs which it incurs in the arbitration proceedings. The arbitration award, or the resolution on the stoppage of the proceedings, shall award compensation for its costs, whereby the Contractual Parties have agreed that this compensation shall be awarded at the level of the remuneration and cash expenses as per the relevant legal regulations, in particular as per Regulation no. 177/96 Coll., On Attorney Fees and Attorney Compensation for the Provision of Legal Services, as amended, + VAT. Arbitration on the costs of the proceedings, and on the awarding and amount of the awarded remuneration, shall appropriately follow the provisions of the Code of Civil Procedure relating to compensation for the costs of proceedings.

5.14 Special costs arising for the Arbitrator. To cover special costs arising for the Arbitrator (e.g. the preparation of an expert opinion), the Parties are obliged to pay an adequate deposit of an amount, and by a deadline, stipulated by the Arbitrator. This obligation may be imposed on just one Party, if these special costs arose at its initiative or if they arise in its own interest. If the stipulated deposit is not paid, then the tasks for which it is designated shall not be performed. If, during the proceedings, the deposit for the special costs must be increased, because the stipulated sum is not sufficient to cover these costs, then the Party, or alternatively Parties, on whose initiative or in whose own interest these costs arose, is obliged to provide an additional deposit (even repeatedly), on demand, by the stipulated deadline. Until the deposit thus stipulated is paid, the tasks for which it is designated shall not be performed. If it is still not paid by the additional deadline stipulated by the Arbitrator, then the Arbitrator shall stop the proceedings.

## **6. Responsibility for defects, and guarantee of quality**

6.1 Given the fact that the subject of the purchase is used handling technology, the Contractual Parties have not arranged a guarantee, unless stipulated otherwise in the Purchase Contract. Any guarantee arranged in the Purchase Contract is provided only for hidden defects in the aggregate, which could not be discovered at the time of handover of the vehicle. In the case of handling technology with a combustion engine, the aggregate is understood to mean the motor, hydro converter, transmission and hydrostat. In the case of handling technology with storage battery propulsion, the aggregate is understood to be the electric motor and the transmission. Thus, the guarantee does not cover consumable material or other parts, such as for example starter, alternator,

radiator, sealant, pipes, pivots, electronic parts and wiring, control and power cards, joysticks, batteries, tyres etc.), or defects which arise during the operation of the handling technology due to wear and tear of vehicle parts from normal operation or mishandling.

6.2 The participants in the Purchase Contract hereby explicitly agree that the Seller does not bear any responsibility for defects arising from the age and wear and tear of the subject of the purchase. The Purchaser is not entitled to apply any claims from defects in the subject of the purchase, which appear after the handover or while the vehicle is being used, against the Seller. The Purchaser is obliged to operate the purchased handling technology in accordance with all legal regulations and norms relating to the operation of handling technology, and to realize any possible checks and technical inspections as per the relevant legal norms of the country in which the handling technology is operated, at their own expense, before using it for the first time. The Seller is not the manufacturer of the subject of the purchase, and bears no responsibility for any possible damage to property or health caused by the purchased used handling technology. For the same reason, the Seller points out that they cannot verify or guarantee that the number of operating hours displayed on the handling technology's counter corresponds to the actual number of operating hours. Therefore, the Purchaser acknowledges that these numbers may differ, and that the handling technology may actually have suffered greater wear and tear.

6.3 Furthermore, the Seller bears no responsibility for defects which:

- a) arise from the age and wear and tear of the Goods
- b) the Purchaser did not claim properly and on time
- c) are caused by the incorrect use of the Goods, in conflict with the instruction manual
- d) are caused by the Purchaser's use on unapproved parts or materials
- e) arise from the use of unsuitable operating materials, for example the fluids used
- f) are caused by repairs and interventions performed or commissioned by the Purchaser without the Seller's consent
- g) are caused by mechanical or other damage to the Goods
- h) are caused by force majeure events, which the Seller did not cause and could not prevent or foresee
- i) are caused by the actions of third parties other than the Seller and without a contractual relationship with the Purchaser.

6.4 The Purchaser claims for defects in the Goods detected or detectable during their examination and during the inspection when the Goods are handed over. A record of the claim shall be made in the handover or similar protocol. If the Purchaser does not claim for any defects, or fails to participate in the examination or handover of the Goods, when the defects could have been detected during such an examination, then the Seller is entitled to reject the Purchaser's claim.

6.5 The claim must be sent to the Seller by registered post, or if applicable electronically. If the claim is justified, then the Seller has the option, at their own discretion, to either remove the defects by an appropriate deadline, arrange a replacement delivery, or provide a corresponding discount off the purchase price. The Purchaser is entitled to claim for defects in the Goods only if they have fulfilled their obligations towards the Seller as per the Contract.

## **7. Personal data protection**

7.1 To the extent to which it is required by generally binding legal regulations, the Purchaser consents to the collection, storage and processing of the personal data provided to the Seller for the purpose of negotiating the contractual relationship and the fulfilment of the Contract.

7.2 Unless legal regulations stipulate otherwise, it applies that the Purchaser – natural person explicitly consents to the Seller processing their ID number and making copies of their identity documents for the purpose of negotiating the contractual relationship and the fulfilment of the Contract.

## **8. Delivery**

8.1 The Contractual Parties are obliged to send any written documents to one another by registered post, to the addresses set forth in the Contract, unless stated otherwise in the GTC. The Contractual Parties may agree in writing on certain written documents which can be sent in a different manner, for example by fax or electronically.

## **9. Final provisions**

9.1 Any notifications, requests, demands or other communication must be made in writing, and are effective the moment they are delivered to the recipient at the address set forth in the Purchase Contract.

9.2 All relationships not covered by these conditions are governed by the Purchase Contract concluded between the Contractual Parties, and the Legal Code of the Czech Republic.

9.3 By signing the Purchase Contract, the Contractual Parties express their consent to the conditions, and undertake to abide by them.

9.4 The Seller is entitled to amend these conditions at any time, but the new version of the conditions does not relate to existing contractual relationships.

9.5 The Purchaser assumes the risk of a change in conditions within the meaning of the provisions of § 1765 of Act no. 89/2012 Sb., of the Civil Code,

and they shall not demand a renewal of negotiations about a concluded Purchase Contract, even if there is a change in circumstances so substantial that the change causes a particularly gross imbalance in the Parties' rights and obligations by putting one of them at a disadvantage, either by a disproportionate increase in the costs of fulfilment, or by a disproportionate decrease in the value of the subject of the fulfilment.

9.6 By signing these Terms and Conditions, the Purchaser confirms that they have thoroughly familiarized themselves with them, that they understand their content, and that they do not find any of their provisions unexpected.

9.7 If any of the provisions of the GTC are invalid or ineffective, or if they become so, then the invalid provision shall be replaced with a provision whose meaning is as similar as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

9.8 The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form.

9.9 The materials published in the Seller's Online Store may be protected by copyright. The products and services listed on the website, information about them, and their illustrations may be protected by other intellectual property rights of the persons in question. The names and trademarks of products, services, firms and companies may be the registered trademarks of the owners in question. The Purchaser may not use photographic documentation of the Seller's Goods without their written consent.

#### **10. Validity and effectiveness**

10.1 These conditions are valid and effective from 01/05/2016.

10.2 These conditions are an integral part of the Purchase Contract.