

General Terms and Conditions of Jihostroj a. s.

pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended

I. Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") are an integral part of all agreements for the sale of goods concluded between Jihostroj a. s., Reg. No.: 466 78 212, VAT No.: CZ46678212, with registered office Budějovická 148, 382 32 Velešín, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section B, Insert 502 (hereinafter referred to as the "**Seller**") and its customers (hereinafter referred to as the "**Buyer**").
2. By concluding the Purchase Agreement, the Buyer agrees to the GTC, as well as the [Terms and Conditions of Personal Data Protection](#) and [Complaints Procedure](#) and confirms that the Buyer has become familiar with the contents of these documents. The Buyer is sufficiently notified of these terms and conditions, the terms and conditions of personal data protection and the complaints procedure prior to the conclusion of the Purchase Agreement and has the opportunity to become properly acquainted with the content of these documents through the official website of Jihostroj a. s.
3. The updated versions of GTC, the terms and conditions for the protection of personal data, the complaints procedure and the sample withdrawal form (for consumers only) are always available on the company's official website.
4. Provisions deviating from these GTC may be agreed upon in the Purchase Agreement. Deviating provisions in the Purchase Agreement shall prevail over the provisions of these GTC.
5. The Seller acts within the scope of its business when concluding and fulfilling the Purchase Agreement. The Seller is an entrepreneur who directly delivers the goods to the Buyer.
6. The Seller may change or supplement the wording of these GTC.

II. Contacts

1. Hydraulics Division:

Jihostroj a. s.

DH – Ing. Kamila Hanzalová

Budějovická 148

382 32 Velešín

Mail.: salesHD@jihostroj.cz

2. Aerospace Division:

Jihostroj a. s.

Aerospace Division – Sales Department

Budějovická 148

382 32 Velešín

Mail.: salesAD@jihostroj.cz

III. Order of Goods and Services

1. The sale of goods and services is made only through a written order (demand) of the Buyer.
2. The Buyer has the option to request goods from the Seller's range of products or to request goods according to its specifications (hereinafter referred to as "Customized goods").
3. In the case of customized goods, the Buyer shall provide the Seller with the necessary documents (in particular drawings, designs or other specifications of the goods) based on which the Seller shall evaluate its ability to produce and deliver the requested goods. The Seller shall inform the Buyer of its ability/inability to produce the requested goods or service as soon as possible. If the Seller can produce the goods to the Buyer's specification, the Seller shall provide the Buyer with a quotation in accordance with the Buyer's requirements.
4. The Seller's quotations shall be non-binding and may be withdrawn at any time in respect of all details including price, quantity, delivery times and delivery options.
5. The images of the goods, drawings, information about weight, performance, dimensions and other characteristics of the goods specified in catalogues, brochures, price lists and other materials are indicative only. The Seller makes no guarantees and accepts no responsibility for the accuracy of this information.
6. The product descriptions in no way constitute a guarantee for the quality of the goods pursuant to Section 2113 of the Civil Code.
7. The Seller reserves the right to make design and manufacturing changes and changes in the technical parameters of the goods and services, provided that they do not unreasonably affect the interests of the Buyer, the purpose of the use of the goods and that such changes are common in the course of business.
8. The Seller shall not be liable for any typographical errors in catalogues, brochures, price lists and other printed materials.
9. The Buyer agrees to the use of remote means of communication in concluding the Purchase Agreement. Costs incurred by the Buyer in using remote communication means in connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs) shall be borne by the Buyer, whereas these costs do not differ from the basic rate.
10. The Buyer assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
11. The Purchase Agreement shall be concluded in the Czech language. The Seller has also the right to conclude the Purchase Agreement in English or German if the Buyer has made an enquiry in one of these languages.

IV. Conclusion of the Purchase Agreement

1. Due to the nature of the goods (or services), the Seller sets the purchase price for the goods (or services) only based on the received demand from the Buyer.
2. The minimum order value is set by the Seller at **EUR 50**.
3. The Buyer shall make an enquiry directly with the Seller via electronic communication using the Seller's address in accordance with Article II. The Seller shall send the Buyer a non-binding quotation in accordance with the Buyer's request. In addition to the purchase price, the price quotation shall also include a delivery time. The price stated in the offer is guaranteed to the

Buyer for the period stated in the offer. By accepting the quotation, the Buyer agrees to the prices specified in the Seller's quotation. The confirmed quotation shall be deemed binding and may only be withdrawn with the express consent of the Seller.

- a) The concluded Purchase Agreement may be amended or cancelled only by agreement of the parties or in accordance with legal reasons.
 - b) Any changes, additions or cancellations to the order are only recognised and binding on the Seller at the moment of their written confirmation by the Seller to the Buyer.
 - c) Changes, additions or cancellations may only be made within 5 working days of the date of confirmation of the order by the Seller:
 - i. If the parties agree to amend, supplement or cancel the order, the Buyer undertakes to reimburse the Seller in full for the expenses already incurred (costs, damages, fees and expenses incurred by the Seller as a result of the cancellation, supplement or amendment of the order).
 - ii. Orders for goods and services that have been modified according to the Buyer's wishes (in accordance with drawings, designs or specifications supplied or requested by the Buyer) cannot be amended, supplemented or cancelled.
 - d) Only written agreements and understandings shall be binding between the parties. Any oral agreements or amendments to the concluded agreements without their written confirmation shall not be taken into account.
4. The price does not include customs duties, transport costs, insurance, packaging and any other surcharges, which are the responsibility of the Buyer.
 5. The Purchase Agreement between the Seller and the Buyer is concluded at the moment of receipt of the order (acceptance) by the Seller, via electronic mail, to the Buyer's electronic mail address.
 6. The Seller excludes the automatic acceptance of a proposal for the conclusion of a Purchase Agreement with an amendment, reservation, restriction or deviation by the Buyer. Such a reply by the Buyer shall not be deemed to be an acceptance of the offer, but a new proposal which the Seller would have to confirm again in writing to the Buyer unless the Seller decides to accept the amended terms of the Agreement by direct performance (delivery of the goods to the Buyer).
 7. Unless agreed otherwise in writing, all prices are quoted by the Seller based on standard ex-works packaging (Incoterms 2010 - EXW delivery conditions).
 8. Depending on the nature of the order (quantity of the goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional order confirmation (e.g. in writing or by telephone).
 9. The Seller reserves the right to increase the price of the goods (or services) to reflect any increase in costs to the Seller caused by any factor beyond the Seller's control.
 10. The Seller is a payer of value-added tax. The Buyer will receive a tax document in accordance with Act No. 235/2004 Coll., on value-added tax, as amended, and will send it to the Buyer in a paper form together with the ordered goods or electronically to the Buyer's e-mail address.
 11. The Buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the Seller's account.
 12. In case of delay in payment of the invoice for goods (or services), the Buyer undertakes to pay to the Seller a contractual penalty of 0.05% of the amount due for each day. This is without prejudice to the Seller's right to compensation.
 13. In the event of default in payment of the invoice for the goods (or services), the Seller shall be entitled to:
 - a. withdraw from the Purchase Agreement,
 - b. suspend further deliveries,

- c. withhold payment,
- d. postpone the performance of its obligations until the invoice is paid,
- e. extend the delivery period, including the delivery periods in other business cases with the Buyer.

V. Delivery of Goods

1. In connection with the concluded Purchase Agreement, the Seller undertakes to deliver the goods to the place of delivery or the agreed place (see p. 4 for more details).
2. The Seller undertakes to deliver to the Buyer the subject of the Purchase Agreement in the agreed quantity, quality and design, together with all the documents that go with the goods.
3. The Seller undertakes to pack the goods in a manner customary for their preservation and protection.
4. Unless agreed otherwise, the place of delivery (dispatch) of the goods is the Seller's registered office or its dispatch warehouse at Budějovická 148, 382 32 Velešín (hereinafter referred to as "**place of delivery**").
 - a) The Seller shall inform the Buyer about the possibility of picking up the goods at the place of delivery.
 - b) The Buyer shall arrange for the takeover of the goods from the place of delivery (through a carrier) at its own expense and responsibility.
 - c) By agreement of the parties, the goods may also be delivered to another place (hereinafter referred to as the "**agreed place**"). If the parties agree, the Seller shall arrange for the Buyer to transport the goods according to the Buyer's requirements and to the place specified by the Buyer.
5. The type and method of transport shall be chosen by the Buyer taking into account the characteristics of the goods (the Seller may also choose it by agreement of the parties). The costs associated with the delivery of the goods to the agreed location shall be borne by the Buyer (transport, packaging, insurance, etc.).
6. The Seller is not liable for any damages and is not obliged to bear any liability in connection with compensation for damages caused by the transport or delivery of the goods.
7. If the Buyer fails to take over the goods or fails to provide the Seller with adequate instructions for delivery of the goods to another location within the time specified for delivery, the Seller shall be entitled to:
 - a) Store the Goods in its warehouse facilities until actual delivery of the Goods to the Buyer, and the Buyer shall reimburse all related costs and expenses to the Seller (such as storage charges, insurance, etc.),
 - b) Sell the goods and, if an invoice or advance invoice has already been paid for the goods, pay the Buyer, upon a claim, the proceeds of the sale of the goods less the cost of storage, the costs of sale and any other legitimate claims of the Seller which the Seller has the right to set off against the Buyer's claim unilaterally.
8. If it is necessary to deliver the goods repeatedly to the agreed location for reasons on the Buyer's side, the Buyer shall be obliged to pay the costs associated with the repeated delivery of the goods.

VI. Risk of Damage and Unforeseen Obstacles

9. The risk of damage to the goods passes from the Seller to the Buyer at the moment of allowing the takeover of the goods (or service) at the place of delivery or the agreed place.
10. If the Seller is unable to fulfil its obligation to deliver the goods properly and on time due to force majeure, strike, lockout, or other unforeseen obstacles which it cannot, even with reasonable care, avert, whether originating in the Seller's operations or the operations of one of its suppliers, the delivery period shall be extended by the duration of such obstacle. If, as a result of the aforementioned circumstances, it becomes impossible to perform the obligations under the Agreement in whole or in part, or if the performance of the Agreement becomes unreasonable for one of the parties in relation to the consideration provided, that party shall be entitled to withdraw from the Agreement in whole or in part.

VII. Reservation of the Right of Ownership

1. In accordance with Section 2132 of the New Civil Code, the right of ownership is transferred from the Seller to the Buyer only upon full payment of the purchase price.

VIII. Quality Guarantee

1. The Hydraulics Division provides a 24-month quality guarantee on the goods from the date of delivery to the place of delivery or until the goods have reached 3,000 operating hours, whichever is earlier (hereinafter referred to as the "**Guarantee Period**").
2. The Aerospace Division shall provide a quality guarantee for the goods for 500 flight hours or 24 months, whichever occurs first, or, if agreed with the Buyer, the quality guarantee shall be contractually determined or specified in the technical specifications of the apparatus (hereinafter referred to as the "**guarantee period**").
3. The Buyer undertakes to notify the Seller without undue delay of any defects or deficiencies found, otherwise the right to have them removed or repaired shall be forfeit.
4. The Buyer is obliged to notify the Seller in writing of any defects (hereinafter referred to as "**complaint**").
5. In accordance with Section 2161 of the Civil Code, the Seller guarantees to the Buyer that the goods are free from defects upon acceptance. In particular, the Seller guarantees to the Buyer that at the time the Buyer took over the goods:
 - a) the goods have the characteristics agreed between the parties and, in the absence of an agreement, those characteristics which the Seller or the Manufacturer specified or which the Buyer expected with regard to the nature of the goods and based on the Seller's or Manufacturer's advertising,
 - b) the goods are fit for the purpose for which the Seller states they are to be used or for which goods of that kind are usually used,
 - c) the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship were determined by reference to the agreed sample or specimen,
 - d) the goods are in the appropriate quantity, measure or weight and
 - e) the goods comply with the requirements of the legislation.
6. The quality guarantee does not apply in particular to cases where the defect or damage has occurred due to:
 - a) normal wear and tear caused by the use of the goods,
 - b) improper installation, handling, operation or insufficient care of the goods,

- c) mechanical damage,
 - d) unauthorised interference with the goods and alterations to the goods made by the Buyer, if the defect has arisen as a result of such interference or alteration,
 - e) removal or damage of seals where the goods are sealed or removal of such seals out of the scope of the relevant authorisation,
 - f) electrical surges,
 - g) damage caused by natural hazards or force majeure,
 - h) improper use,
 - i) use contrary to the instructions for use (www.jihostroj.com/en/hydraulics/service-manual)
 - j) use contrary to generally accepted rules of use,
 - k) use contrary to the technical conditions of the goods,
 - l) use contrary to the instructions provided in the service manual or operating instructions,
 - m) use in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical conditions of the environment that are directly specified by the manufacturer or that are clearly implied by the nature of the product,
 - n) defects in the goods resulting from a drawing, design or specification supplied or requested by the Buyer,
 - o) forging of documents - the tax document shows signs of having been altered, or the goods bear a different serial number from that shown on the tax document.
7. The right under the guarantee for the quality of the goods shall be claimed only from the Seller. The Buyer shall, in accordance with p. 3 of this Article, notify the Seller of any defects or deficiencies found by writing to the e-mail address in accordance with Article II. Upon agreement of the parties, the Buyer shall then send the goods to the Seller's address in accordance with Article II. The shipment must contain:
- a) complete packaging of the goods claimed so that the goods cannot be damaged during transport,
 - b) a copy of the proof of purchase,
 - c) a detailed description of the defect,
 - d) the Buyer's contact details necessary to process the complaint (name, surname, address, email, telephone contact),
 - e) the requested method of handling the complaint (repair, replacement, discount, completion of what is missing, withdrawal from the Purchase Agreement) - the Buyer cannot change the choice made without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect that proves to be irreparable.
8. Upon completion of the complaint procedure, the Seller shall issue the Buyer a written confirmation of the settlement of the complaint, which shall include in particular:
- a) the date and manner of settlement of the complaint,
 - b) confirmation of the manner in which the complaint was settled and the duration of the complaint,
 - c) 8D report issued by the manufacturer,
 - d) where applicable, a written justification for the rejection of the complaint.
9. The Seller undertakes, in the event of a justified complaint, to repair or replace the defective goods (or service) free of charge.
10. If the defect occurs repeatedly even after the positive settlement of the complaint (3 times or more), or if the removal of the defect or replacement of the goods (or service) is not possible, the Buyer may exercise other rights from the defective performance, especially the right to a reasonable discount on the purchase price or the right to withdraw from the Agreement. In the

case of defects that do not affect the proper functionality of the goods (or service), the customer is only entitled to a reasonable discount on the purchase price.

11. The Seller undertakes to settle the complaint as soon as possible and without undue delay.
 - a) The Hydraulics Division shall settle the complaint within **40 days** from the date of the complaint unless the Seller and the Buyer agree on a longer period,
 - b) The Aerospace Division shall settle the complaint within **60 days** from the date of the complaint unless the Seller and the Buyer agree on a longer period,
12. The claimed goods (or service) will be shipped to the Buyer's address by means of a carrier after the complaint has been settled.
13. The Buyer undertakes to accept the claimed goods (or service) from the carrier.
 - a) The Buyer will be informed of the delivery date. The Buyer is bound by the provisions of Article V of these GTC upon delivery of the claimed goods.
 - b) If the Buyer is not present at the time of delivery, the Buyer may pick up the claimed goods in accordance with the carrier's shipment notification. If the Buyer is not able to pick up the goods within the specified period, the claimed goods shall be returned to the Seller. If the Buyer requests the claimed goods to be re-sent, the Buyer shall bear the costs associated with the re-delivery of the goods.
 - c) The shipment of the claimed goods that is not taken over by the Buyer will be returned to the Seller and placed in storage. If the Buyer does not express an interest in redelivery of the goods within 6 months from the date of settlement of the complaint, the Seller reserves the right to sell or dispose of the goods. If the goods that were not taken over are sold, the Seller shall pay the proceeds of the sale to the Buyer upon the Buyer's claim. The Seller has the right to unilaterally offset costs incurred in connection with the sale of the goods (e.g. the cost of repair, storage of the goods, costs associated with the sale of the goods and other legitimate claims).
14. Other rights and obligations of the parties related to the Seller's liability for defects are specified in the [Complaint Procedure](#) of the Seller.

IX. Export Conditions

1. If the Goods are to be delivered outside the EU, the Buyer shall be responsible for compliance with any laws or regulations governing the import of the Goods into the country of destination and for payment of any duties imposed thereon.
2. All goods (or services) must be paid for in full incl. VAT before the goods are dispatched. The Buyer shall arrange delivery of the goods (or services) at his own cost and responsibility.

X. Personal Data Protection

1. In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), we process your personal data.
2. We are entitled to process your personal data for the following legal reasons:
 - a. Article 6(1)(a) GDPR – the data subject has given consent to the processing of his or her personal data,
 - b. Article 6(1)(b) GDPR – the processing is necessary for the performance of an agreement,
 - c. Article 6(1)(c) GDPR – processing is necessary for compliance with a legal obligation,

- d. Article 6(1)(f) GDPR – processing is necessary for the purposes of the legitimate interests of the controller.
- 3. The processing of your personal data is described in a separate document [Personal Data Protection](#).

XI. Special Position of the Consumer

1. If the Buyer is a Consumer, the provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**CC**"), as well as other legal provisions, in particular, Act No. 634/1992 Coll., the Consumer Protection Act, as amended (hereinafter referred to as the "**CP**"), which regulate the relations between the contracting parties to a purchase agreement where the Seller is on one side and the Buyer (hereinafter referred to as the "**Consumer**") is on the other side shall apply.
2. In this sense, the Consumer is a person in accordance with Section 419 CC and Section 2(1)(a) of the GC.
3. **Withdrawal from the Agreement:**
 - a) If the Purchase Agreement is concluded through remote means of communication, the Consumer has the right to withdraw from the concluded Purchase Agreement within 14 days of receipt of the goods without giving any reason, in accordance with the provisions of Section 1829 (1) of the Civil Code. The time limit set in the sentence above runs from the date of conclusion of the Agreement and, in the case of:
 - I. a purchase agreement, from the date of receipt of the goods,
 - II. an agreement involving several types of goods or the supply of several parts, from the date of acceptance of the last delivery of the goods, or
 - III. an agreement for a regular recurrent supply of goods, from the date of acceptance of the first delivery of the goods.
 - b) Withdrawal from the Purchase Agreement must be sent to the Seller within the period specified in the preceding sentence.
 - c) The Seller shall allow the Consumer to withdraw from the Purchase Agreement by means of a [sample form](#). The Consumer shall express his/her wish to withdraw from the Purchase Agreement without any undue delay and shall deliver the withdrawal from the Purchase Agreement to the Seller to the e-mail address or registered office address in accordance with Article II.
 - d) The Seller shall inform the Consumer of the receipt of the withdrawal form immediately upon receipt.
 - e) In the event of withdrawal from the Purchase Agreement according to the provisions mentioned above, the Purchase Agreement shall be cancelled from the beginning. The Goods must be returned by the Buyer to the Seller within fourteen (14) days of the Seller's receipt of the withdrawal from the Purchase Agreement. Ideally, the Buyer shall send the goods together with the withdrawal from the Purchase Agreement.
 - f) The Consumer shall return the purchased goods to the Seller in the condition in which he/she received them from the Seller, i.e. including their accessories, documentation and the original tax receipt or its copy. The goods must be undamaged, clean, preferably including the original packaging, in the condition and value in which they were received.
 - g) If the Consumer withdraws from the Purchase Agreement, the Consumer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

- h) The Seller undertakes to return the payment received for the goods to the Consumer within fourteen (14) days of the Consumer's withdrawal from the Purchase Agreement in the same manner as the Seller received it from the Buyer.
- i) If the Consumer withdraws from the Purchase Agreement, the Seller is not obliged to return the received payment to the Consumer before the Consumer returns the goods to the Seller or proves that he/she has sent the goods to the Seller.
- j) The Seller is entitled to unilaterally set off the claim for reimbursement of damages to the goods against the Consumer's claim for reimbursement of the purchase price.
- k) If a gift is given to the Consumer together with the goods, the gift agreement between the Seller and the Consumer shall be concluded with the condition that if the Consumer withdraws from the Purchase Agreement, the gift agreement with respect to such gift shall cease to have an effect and the Consumer shall be obliged to return the gift to the Seller together with the goods.
- l) The Seller is entitled to withdraw from the concluded Purchase Agreement at any time before delivery of the goods if:
 - I. the Seller is unable, through no fault of its own, to deliver the ordered goods to the Buyer within the specified period,
 - II. the goods are no longer manufactured,
 - III. the Buyer repeatedly violates the concluded Agreement (in particular if the Buyer fails to pay the purchase price properly and on time, does not provide sufficient cooperation in complaints, repairs and delivery of goods or services),
 - IV. the Buyer repeatedly provides false information (of an identifying nature).
- m) The Seller shall refund the purchase price paid to the Buyer immediately upon discovery of any of the facts referred to in paragraph 12 of this Article.
- n) The Consumer shall not be entitled to withdraw from the Purchase Agreement pursuant to the preceding articles if the goods delivered have been modified according to the Consumer's wishes (customized goods).

4. **Rights from Defective Performance:**

- a) The Consumer is not subject to those provisions of the GTC that exclude or limit his/her rights from defective performance of the Purchase Agreement or rights to compensation for damages.
- b) The rights and obligations of the contracting parties regarding the liability for defects shall be governed by the relevant generally binding legislation; in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and Act No. 634/1992 Coll., on Consumer Protection, as amended.
- c) The Buyer undertakes to notify the Seller without undue delay of any defects or deficiencies found, otherwise the right to have them removed or repaired shall be forfeit.
- d) The guarantee period begins upon receipt of the goods by the Buyer (or upon the handover of the goods for transport).
- e) If the Buyer makes a justified complaint, the warranty period is extended by the period during which the Buyer cannot use the defective goods.
- f) The rights in connection with the Seller's liability for defects shall only be claimed from the Seller. The Buyer shall, in accordance with p. c) of this Article, notify the Seller of any defects or deficiencies found by writing to the e-mail address in accordance with Article II. Upon agreement of the parties, the Buyer shall then send the goods to the Seller's address in accordance with Article II.

- g) The Seller undertakes to settle the complaint as soon as possible and without undue delay, but no later than 30 days from the date of the complaint unless the Seller and the Buyer agree on a longer period.
- h) If the item does not have the characteristics set out in Section 2161, the Buyer may also demand the delivery of a new item without defects, unless this is unreasonable due to the nature of the defect, but if the defect concerns only a part of the item, the Buyer can only demand the replacement of that part; if this is not possible, the Buyer may withdraw from the Agreement. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Buyer has the right to have the defect removed free of charge.
- i) The Buyer is also entitled to the delivery of a new item or the replacement of a part in the case of a removable defect if the item cannot be used properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the Buyer also has the right to withdraw from the Agreement.
- j) If the Buyer does not withdraw from the Agreement or does not exercise the right for the delivery of a new item without defects, replacement of a part of the item or repair of the item, the Buyer has the right to request a reasonable discount. The Buyer is also entitled to a reasonable discount if the Seller is unable to supply a new item without defects, to replace a part of the item or to repair the item, and if the Seller fails to remedy the defect within a reasonable time or if the remedy would cause the Consumer considerable difficulty.
- k) Anyone who has a right under Section 1923 of the Civil Code is also entitled to compensation for the costs reasonably incurred in exercising that right. However, if the right to compensation is not exercised within one month after the expiry of the period within which the defect must be brought to attention, the court shall not grant the right if the Seller argues that the right to compensation was not exercised in time.
- l) The claimed goods (or service) will be shipped to the Buyer's address by means of a carrier after the complaint has been settled. The Buyer undertakes to accept the claimed goods (or service) from the carrier.

5. **Information Duty of the Seller:**

- a) The communication with the Consumer shall be carried out through the Consumer's electronic address (e-mail) provided in the enquiry. For the purposes of delivery, we recommend that the Consumer updates the electronic address whenever there is a change. The Consumer agrees to this method of communication.
- b) The Seller does not send commercial communications – so-called newsletters.
- c) The Consumer agrees to the use of remote means of communication in concluding the Purchase Agreement. Costs incurred by the Consumer in using remote communication means in connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs) shall be borne by the Consumer, whereas these costs do not differ from the basic rate.
- d) The Purchase Agreement shall be concluded with the Consumer in the Czech language. The Seller has also the right to conclude the Purchase Agreement in English or German if the Consumer has made an enquiry in one of these languages.
- e) The Purchase Agreement shall be kept by the Seller in electronic/paper form and shall not be accessible.
- f) The Seller does not conclude agreements where the subject matter is repeated performance.

6. **Settlement of Disputes and Complaints:**

- a) The Seller tries to resolve disputes arising from the Purchase Agreement amicably – by agreement with the Buyer.
- b) All disputes arising out of and in connection with the Purchase Agreement shall be settled exclusively under the law of the Czech Republic and shall be decided by the locally competent courts of the Czech Republic.
- c) The Seller shall handle complaints of the Buyers through the electronic address specified in Article II. The Seller shall inform the Consumer of the method of handling the complaint via e-mail.
- d) Out-of-court resolution of consumer disputes arising from the Purchase Agreement between the Seller and the Consumer may also be resolved in the following ways:
 - I. The Czech Trade Inspection Authority is competent for the out-of-court settlement of consumer disputes arising from a Purchase Agreement; registered office Štěpánská 567/15, 120 00 Praha 2, Reg. No.: 000 20 869, website: <https://www.coi.cz/informace-o-adr/>, consultancy line +420 222 703 404.
 - II. For the out-of-court resolution of consumer disputes arising from a Purchase Agreement, you can also use the online ODR Platform at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS>
- e) The supervisory authority in the area of personal data protection is the Office for Personal Data Protection, with registered office Pplk. Sochora 27, 170 00 Praha 7, Reg. No. 70837627, website: <https://www.uoou.cz/>.
- f) The Seller is entitled to sell goods based on a trade licence. Trade control is carried out within the scope of its competence by the Kaplice Municipal Office, with registered office Náměstí 70, 382 41 Kaplice, website: <https://www.mestokaplice.cz/>.

XII. Final Provisions

1. If any of the provisions of this Agreement are or become obsolete, ineffective or invalid for any reason whatsoever, this shall not invalidate or render the Agreement ineffective. The Parties undertake to replace the invalid provision in question with a valid provision which is identical or as similar as possible in substance to the provision being replaced while preserving the purpose and intent of the Agreement or applying the law which most closely corresponds to the purpose and intent of the Agreement.
2. The legal relations affected by these General Terms and Conditions shall always be governed by Czech law, regardless of the nature and nationality of the parties. Unless otherwise specified in these General Terms and Conditions, they shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended.
3. These GTC are valid and effective as of 01/09/2020.