

unitechnic.cz s.r.o. – GENERAL Terms and Conditions OF BUSINESS

DEFINITIONS

“Buyer”	means a person (consumer or entrepreneur) that enters into an Agreement with the Seller;
“Consumer”	means, subject to S. 419 of the Civil Code, any individual that enters into an Agreement or otherwise deals with the Seller outside the scope of such individual’s business or autonomous performance of profession;
“Entrepreneur”	means, subject to S. 420 (1) of the Civil Code, any person that carries out a gainful activity autonomously, on its own account and responsibility, as a trade or in another similar way, with the intention to do so permanently in order to generate profit, such person being considered an entrepreneur with regard to such activity; for the purposes of these Terms and Conditions, the protection of consumer and S. 1963 of the Civil Code, also any such person that enters into an Agreement in connection with its own business, production or any similar activity or in the autonomous performance of its profession, or a person acting on behalf or on the account of an entrepreneur (S. 420 (2) of the Civil Code), is considered an entrepreneur; if in a purchase order any Buyer provides its business name (or, if the Buyer does not have a business name, its own name including any name appendices characterising the Buyer or its business in more detail) and identification number (ID No.), such Buyer is subject to the provisions of these Terms and Conditions and any generally binding legal regulations regarding entrepreneurs;
“Seller”	means unitechnic.cz s.r.o., a company with its registered office at Prague 9, U vysočanského pivovaru 701/3, the Czech Republic, ID No.: 274 25 134, entered in the Commercial Register maintained by the Metropolitan Court in Prague, Section C, Entry No. 116169;
“Agreement”	means a purchase agreement for the purchase of a thing (goods), entered into by and between the Seller and the Buyer, of which these Terms and Conditions form an integral part;
“Parties”	means the Seller and the Buyer that entered into an Agreement between them;
“Civil Code”	means Act No. 89/2012 Sb., Civil Code, as amended;

“Terms and Conditions”

means these General Terms and Conditions of Business.

1. APLICABILITY, AMENDMENT

1.1. Unless the Agreement specifically provides otherwise, these Terms and Conditions apply to the legal relationships between the Seller and the Buyer which arise from (or in connection with) the Agreement, including any Agreement entered into via the Seller’s e-shop operated on the web site on www.uni-max.cz, www.uni-max.sk, www.uni-max.pl, www.uni-max.de, www.uni-max.hu, www.uni-max.ro, www.uni-max.com (“Seller’s e-shop”).

1.2. These Terms and Conditions exclude application of any other contractual or template terms and conditions which the Seller might have referred to in any of the Seller’s communications, during prior negotiations, etc.

1.3. Subject to S. 1751 of the Civil Code these Terms and Conditions constitute an integral part of the Agreement. If there are any discrepancies between the Agreement and these Terms and Conditions, the provisions of the Agreement prevail.

1.4. In relation to the Buyer the Seller is not subject to any Code of Conduct within the meaning of S. 1826 (1) (e) of the Civil Code.

1.5. By making a purchase order (proposal - offer to make an agreement, hereinafter referred to as “purchase order”), the Buyer confirms that prior to entering into the Agreement it familiarised itself with these Terms and Conditions (in the version effective at the time when a purchase order is made – delivered to the Seller), the Buyer agrees with these Terms and Conditions and accepts that these Terms and Conditions be applicable to the purchase of the goods in accordance with the Agreement, and the Buyer expressly accepts these Terms and Conditions within the meaning of S. 1753 of the Civil Code.

1.6. These Terms and Conditions govern, among other things, the process of entering into the Agreement and constitute the arrangement between the Buyer and the Seller regarding the future practice in entering into the Agreements which is being introduced by and between the Buyer and the Seller.

1.7. If the Seller provides services (in particular in connection with the purchase of the goods in accordance with the Agreement), the provisions hereof apply with necessary modifications.

1.8. The Seller may unilaterally issue a new version of these Terms and Conditions which will supersede the current version hereof as of the date of effectiveness specified in the new version. The new version will not affect any Agreement previously made and the rights and obligations arising therefrom.

2. GOODS PRESENTATION; ENTERING INTO, WITHDRAWAL FROM THE AGREEMENT

2.1. The offer of the Seller’s goods in catalogues, brochures and other printed matter, on the internet, in advertisements etc. (“goods presentation”) represents non-binding information on the goods range on offer (which is of a merely informative nature), does not constitute an offer to make an Agreement or a public offer to make an Agreement under S. 1732 of the Civil Code, the Seller not being obligated to enter into an Agreement in regard of any such goods. The Seller reserves the right to correct any print errors and modify the goods offer without any liability on its part. The weight, size, capacity, power, pictures and other information given in any such offer are informative and may differ from reality, the extent of the differences being such that they do not affect the functioning of the goods for a usual purpose.

2.2. The Buyer may make (deliver) any purchase order by phone, in writing, by fax, in an electronic or any other form which the Seller refers to as possible in any current offer, based on the goods specification given in any such goods offer. No Agreement is entered into upon delivery

of a purchase order of the Buyer to the Seller. Based on the nature of the Buyer's purchase order (goods quantity, purchase price, estimated transportation costs), the Seller may at any time request additional confirmation of the purchase order delivered by the Buyer (such as by phone or in writing).

2.3. The Seller may accept any purchase order at its discretion by confirming the same, dispatching the goods or by any other similar act, without notifying the Buyer in accordance with S. 1744 of the Civil Code.

2.4. The Agreement is entered into when the acceptance of the purchase order by the Seller becomes effective (S. 1745 of the Civil Code), that is, in particular, upon delivery of the confirmation of the purchase order by the Seller to the Buyer. If any Buyer – consumer delivers its purchase order via any remote communication tool (e.g. the internet), the Seller must immediately send via any remote communication tool to the Buyer – consumer a confirmation that the purchase order was delivered; this does not apply if the Agreement is entered into exclusively by exchanging electronic mail or by way of any similar individual communication. In the case referred to in S. 1744 of the Civil Code the Agreement is entered into upon the Seller's demonstration of will, that is, based on the fact that the Seller actually acts in accordance with the purchase order made by the Buyer.

2.5. Any information on the technical steps leading to entering into the Agreement via the Seller's e-shop (including the VAT amount, charge for cash on delivery and goods transportation cost) is apparent from the process of ordering the goods via the e-shop, the Purchaser having the option of amending or completing the purchase order and checking all the information therein prior to making (delivering) the purchase order. In addition, the said information is provided in the general part of the web site where the Seller's e-Shop is operated.

2.6. As of the time of entering into the Agreement certain mutual rights and obligations arise between the Seller and the Buyer which are specified in the Agreement (including these Terms and Conditions), and are governed by generally binding legal regulations insofar as not expressly regulated in the Agreement. Entering into the Agreement without agreeing on all its essential elements as required by the Civil Code is excluded within the meaning of S. 1726 of the Civil Code.

2.7. If the Agreement is made via electronic means, the Seller will provide the Buyer – consumer with the documentary version of the Agreement as well as these Terms and Conditions.

2.8. By entering into the Agreement, the Buyer assumes the risk of change of circumstances within the meaning of SS. 1765 and 1766 of the Civil Code.

2.9. Application of SS. 1799 and 1800 of the Civil Code to any Agreement entered into by and between the Seller and the Buyer – entrepreneur is excluded. By entering into the Agreement in accordance with the second sentence of S. 1801 of the Civil Code, the Buyer – entrepreneur confirms that these Terms and Conditions are not in gross conflict with business practises and the principle of fair business dealings.

2.10. Any Agreement entered into is archived by the Seller solely for the purpose of exercising of the rights and obligations arising therefrom and in accordance with Act No. 101/2000 Sb., on personal data protection, as amended, without being made accessible to unconcerned third parties.

2.11. The Seller may cancel any purchase order of the Buyer or withdraw from any Agreement which was entered into in the following situations (this being without prejudice to the Seller's option of withdrawing from the Agreement in cases arising from generally binding legal regulations or other situations provided for in the Agreement):

- the goods were sold out or are not produced or delivered anymore;
- the goods price was adjusted considerably by the supplier thereof or the goods cannot be delivered to the Seller by the Seller's supplier for the price originally given;
- in the case of a purchase order of the Buyer sent from an IP address or a mailserver IP address if such IP address is on the so-called IP blacklist;
- in the case of an obvious error in the description, picture or purchase price of the goods; the

purchase price is considered erroneous, for example, if there are only the first three digits given in the purchase price instead of four, if the purchase price is obviously low (e.g. it is 50% lower than the standard price for such class and type of goods and there is no statement that the goods are on sale or subject to any other discount) or obviously erroneous information on the purchase price was given by the operator of the Seller's customer centre or was stated in the Seller's internal information system.

If the Buyer pays the purchase price in full or in part before the delivery of a notification that the purchase order was cancelled by the Seller or the Seller withdrew from the Agreement, such purchase price or any part thereof will be transferred by the Seller back to the bank account from which the purchase price was paid (unless agreed otherwise) or sent to the Purchaser's address, and that to be done as soon as practicable, but not later than within 14 days after the notification on the cancellation of the purchase order or withdrawal from the Agreement by the Seller is delivered to the Buyer.

2.12. If together with the goods the Buyer receives a gift, an agreement on donation will be made by and between the Seller and the Buyer under the resolutive condition that in the event of withdrawal from the Agreement (whether by the Buyer or the Seller), the agreement on donation ceases to be effective in regard of such gift, the Buyer being obligated to return also the gift together with the goods.

3. INFORMATION PROVIDED BY THE SELLER PRIOR TO ENTERING INTO THE AGREEMENT

3.1. If the Parties' acts are aiming at entering into the Agreement and the information specified below is not clear from the context, any Buyer – consumer confirms by entering into the Agreement that prior to entering into the Agreement or making a binding purchase order the Buyer – consumer received with sufficient notice and in the language in which the Agreement is made and in accordance with S. 1811 of the Civil Code clear and comprehensible communications on the said information from the Seller. The Buyer – consumer confirms that it read such notifications in the said time and matter-of-fact context on the web site where the Seller's e-shop is operated.

3.2. If the Parties' acts are aiming at entering into the Agreement and if in performing such acts the Seller uses exclusively at least one communication tool which enables entering into the Agreement without the Parties' being physically present at the same time, such as the internet, or if such acts are aiming at entering into the Agreement outside the Seller' usual business premises, the Buyer - consumer confirms by entering into the Agreement that prior to entering into the Agreement or before making a binding purchase order it also received with sufficient notice from the Seller communications under S. 1820, S. 1825 (if the Agreement is made by phone) and S. 1826 of the Civil Code. The Buyer – consumer confirms that it read such communications of the Seller in the said time and matter-of-fact context on the web site where the Seller's e-shop is operated.

4. PRICING

4.1. Unless expressly provided for otherwise, the prices for the goods offered by the Seller are stated less VAT and do not cover the goods transportation and other charges.

4.2. If the Buyer orders goods via the Seller's e-shop, the effective price is the one stated in the e-shop at the time when the goods are ordered by the Buyer. If the Buyer orders goods from a catalogue, leaflet or advertisement (jointly hereinafter referred to as "catalogue"), the effective price is the one stated therein until a new catalogue is issued or the effective period as specified in the catalogue expires. Following that, the effective price is the one currently stated in the Seller's e-shop. If the goods are ordered by phone, the effective price is the one of which the Buyer was informed by the Seller's operator. Should there be any doubt, the effective price is the one stated in the current offer in the Seller's e-shop. This does not affect the Seller's option to enter into the Agreement under the terms and conditions (including the purchase price) agreed on individually.

4.3. The Seller reserves the right to unilaterally adapt the prices in the event that the costs increase due to circumstances beyond the Seller's control which occurred after the goods offer was made public (tax increase, exchange rate change, major changes of the delivery terms of the manufacturers and other suppliers of the goods, etc.), by way of publishing a relevant notification

in the Seller's e-shop, or if the Agreement was entered into previously, but the purchase price was yet not paid by the Buyer, by way of a unilateral notification in writing delivered to the Buyer. If the Buyer does not agree with the price increase announced to the Buyer by such Seller's notification in writing, the Buyer may withdraw from the Agreement without undue delay.

5. PURCHASE PRICE PAYMENT, TITLE ACQUISITION, ADVANCE PAYMENT, ELECTRONIC SALES RECORDS (EET)

5.1. The basic method for paying the Purchase Price is a cash payment at the time of handover of the goods (on the premises of the Seller if the Buyer picks up the goods in person or in the case of cash on delivery). The Buyer may also use other payment methods which the Seller offers to Buyers. If the Buyer decides to pay the purchase price in advance (before the goods are dispatched to the Buyer), the Seller will wait and dispatch the goods to the Buyer after the Buyer fulfils its obligation to pay the purchase price.

5.2. If the purchase price is paid in cash, it will be considered settled when the amount is received by the Seller (if the payment is made on the Seller's premises) or the carrier (in the case of cash on delivery). In the case of non-cash payment, the purchase price is settled when the entire purchase price (or its part related to a separate part of the delivery) is credited to the Seller's account.

5.3. The Seller may require that the purchase price is paid in full by the Buyer before the goods are dispatched for delivery to the Buyer. Application of S. 2119 (1) of the Civil Code is excluded.

5.4. If the Buyer defaults in payment of the purchase price or any other amount due (for the purpose of this provision hereinafter also referred to as "amount overdue"), the Buyer must pay to the Seller a contractual penalty of 0.1% of the amount overdue per each day in default. The contractual penalty is due and payable no later than within seven (7) business days after a written statement made out by the Seller is delivered to the Buyer whereby such contractual penalty is charged. The Seller may claim from the Buyer full compensation of damage resulting from the breach of the obligation which is subject to the contractual penalty. By payment of the contractual penalty the Buyer is not released from the duty to fulfil the obligation whose performance was confirmed by the contractual penalty unless agreed otherwise. The Parties agree that if the Buyer defaults in payment of the purchase price or any other amount due referred to in the first sentence of this paragraph, the Seller may withdraw from the Agreement.

5.5. The Seller reserves the ownership title to the goods, i.e. the Buyer acquires the ownership title to the goods only upon paying the purchase price in full. As long as the Seller remains the owner of the goods, the Seller may re-take the possession of the goods as a result of the Buyer's failure to fulfil its obligations. Until the ownership title to the goods passes to the Buyer, the Buyer must take care of any delivered goods at its own expense as if keeping the goods in storage without having the right to dispose of or use the goods or modify it in any manner whatsoever. A similar procedure will be taken if the Seller re-acquires the ownership title to the goods for any reason whatsoever.

5.6. If a Buyer – entrepreneur makes an advance payment in regard of custom-made goods (special goods custom-made upon the Buyer's order), the advance payment is non-refundable up to the amount of the costs incurred by the Seller (including the Seller's subcontractors) in fulfilling the order. The Buyer – entrepreneur is entitled to the refunding of the entire advance payment only if the Buyer – entrepreneur withdraws from the Agreement in accordance with Article 9.4.

5.7. If the goods are returned to the Seller (e.g. in accordance with Article 8.7), the Seller may make the refunding of the purchase price conditional upon approval of a tax credit note by the Buyer.

5.8. The Buyer's invoice data may not be changed retroactively after the Buyer's purchase order is delivered to the Seller unless the Buyer and the Seller agree otherwise and at the same time such change is allowed by generally binding legal regulations (in particular Act No. 235/2004 Sb., on value added tax, as amended).

5.9. Pursuant to the act on electronic sales records (EET) the Seller must issue a receipt to the

Buyer. At the same time the Seller must enter the payment received for the goods sold on-line in the tax administrator's system. In the case of a failure of the system, the payment must be entered therein within 48 hours at the latest.

6. GOODS DELIVERY, RISK OF DAMAGE

6.1. By entering into the Agreement the Seller agrees to hand over the goods which are the subject matter of the purchase and sale to the Buyer and enable the Buyer to acquire the ownership title to the goods; the Buyer agrees to take the goods and pay the purchase price for the goods to the Seller.

6.2. The Seller will hand over the goods (in the agreed quantity, quality and design) and any documentation related to the goods to the Buyer and will enable the Buyer to acquire the ownership title to the goods in accordance with the Agreement. The Buyer will pay the purchase price and take the goods.

6.3. The Seller's obligation to hand over the goods to the Buyer will be fulfilled if the Seller enables the Buyer to dispose of the goods in the place of performance and notifies the Buyer of the same timely (unless a specific date is agreed in the Agreement or if the goods are not fit for handover and taking at the time of entering into the Agreement).

If the goods are to be dispatched by the Seller, the goods will be considered handed over to the Buyer – entrepreneur when given to the first carrier for the transportation to the Buyer, or to the Buyer – consumer when the carrier hands over the goods to the Buyer by. If at its discretion the Seller decides to transport the goods to the Buyer – entrepreneur at the Seller's expense, its obligation to hand over the goods to the Buyer – entrepreneur will be fulfilled when the Buyer – entrepreneur is enabled to dispose of the goods at a place determined in the Agreement.

In the case of direct (personal) delivery, the goods will be considered handed over by the Seller to the Buyer when the Buyer is enabled to dispose of the goods in the registered office or on the premises of the Seller. If the Parties agreed on a time period for handover and taking of the goods, the goods will be considered handed over on the last day of the agreed time period unless the Buyer takes the goods earlier.

6.4. If the Seller delivers the goods to a place determined by the Buyer, the goods will be taken by the Buyer at the time of delivery. In other situations the Buyer will take the goods at the time of sale in the registered office or on the premises of the Seller.

6.5. If the goods cannot be delivered to the Buyer for any reason on the part of the Buyer, the Seller may, at its discretion, make an attempt at a repeated delivery of the goods in the same way or at a delivery in a different way or keep the goods in storage until taken by the Buyer. If so, the Buyer must reimburse the Seller for any costs incurred (in the case of storage the Seller will be entitled to storage charges; unless the Parties agree on the amount thereof, the storage charges of a customary amount will be considered agreed), but if a period expires of one (1) month from the agreed delivery date, the Seller may withdraw from the Agreement. If the Buyer paid the purchase price for such goods to the Seller previously, the Buyer is entitled to the refunding of the purchase price (less the costs, if any, associated with the storage, repeated delivery or delivery in another way) after the Seller withdraws from Agreement.

6.6. The time of delivery of the goods to the Buyer will be determined by the Seller. The time of delivery specified in the Seller's offer (Article 2.1) and in the Agreement is informative only. The goods will be delivered based on the availability thereof, the Seller's operations and the type of transportation selected by the Buyer, in the period as short as practicable, normally within two (2) to ten (10) business days after the Agreement is entered into. In exceptional situations or if the goods are not in stock, the delivery period may be longer, the Buyer to be notified without delay after the fact is ascertained by the Seller.

6.7. The place and method of delivery of the goods will be determined by the Buyer in the purchase order. If the method of delivery selected by the Buyer is impossible, the Seller will notify the Buyer and agree with the Buyer on an alternative delivery method.

6.8. The delivery of the goods does not cover installation unless specifically agreed otherwise by and between the Seller and the Buyer. As a standard, the goods consignment contains an invoice (tax document) and instructions for use in the Czech language or the language of the country where the place of taking of the goods is located (if outside the Czech Republic).

6.9. At the time of taking of the goods from the carrier the Buyer together with the carrier must check the consignment (as to whether the goods are delivered in full quantity and the packaging is undamaged). The Buyer may refuse to take the delivery if the goods are not delivered in full quantity or if the packaging is damaged. If the Buyer takes such incomplete or damaged consignment from the carrier, the incomplete goods quantity or damage to the packaging (including the condition of the goods) must be described in the carrier's handover protocol and at the same time immediately notified to the Seller by e-mail on obchod@khnet.cz (including delivery of the copy of the carrier's handover protocol). By claiming the incomplete quantity of the goods or damage to the packaging (including the condition of the goods) later the Buyer is not deprived of the right to make a complaint, but the Seller is so given an option to prove that there is not conflict with the Agreement.

6.10. As far as possible, the Buyer is obligated to inspect the goods as soon as practicable after the risk of damage to the goods passes to the Buyer, to find out about the properties and quantity of the goods (including that the goods are undamaged), and notify the Seller without undue delay (within 24 hours after taking the goods at the latest) in writing (it being appropriate to notify the same also by phone) that the goods have defects, including a more detailed specification of such defects, and discontinue using the goods.

6.11. If the Seller hands over the goods for transportation to the Buyer at a place determined in the Agreement, the risk of damage passes to the Buyer upon handing the goods over to the carrier in such place; if no such place was agreed on, the risk of damage passes upon handover of the goods to the first carrier for transportation to the destination.

6.12. If at the time of entering into the Agreement the goods are already being transported, the risk of damage to the goods passes to the Buyer upon handover of the goods to the first carrier. However, the Seller is held liable for any damage that occurred prior to entering into the Agreement if the Seller knew of such damage or ought to have known of it based on the circumstances.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

7.1. The Parties' rights and obligations in regard of the rights arising from defective performance will be governed by generally binding legal regulations (in particular SS. 1914 to 1925, SS. 2099 to 2117, and SS. 2161 to 2174 of the Civil Code, and Act No. 634/1992 Sb., on consumer protection, as amended), depending on whether the Buyer is a consumer or an entrepreneur.

8. QUALITY GUARANTEE

8.1. By entering into the Agreement, the Seller grants the Buyer – entrepreneur (referred to as the "Buyer" for the purposes of this Article) a quality guarantee. By granting such guarantee, the Seller promises that the goods will be fit for use for a customary purpose during the guarantee period specified below. Therefore, the quality guarantee covers such defects that prevent the use for a customary purpose and exist on the date when the risk of damage to the goods passes to the Buyer (i.e. from the delivery of the goods under Article 6.1) or that occur during the guarantee period.

8.2. The guarantee period is twelve (12) months from the delivery (handover) of the goods to the Buyer. If the goods were dispatched for transportation in accordance with the Agreement, the guarantee period commences when the goods reach the destination. If the goods are to be commissioned by a person other than the Seller, the guarantee period commences on the date of commissioning if the Buyer orders the commissioning no later than three (3) weeks after taking the goods and provides in a due manner and time assistance necessary for the provision of the service. If the goods are replaced or repaired due to a quality complaint, the guarantee period will not be interrupted, but will be extended by the period of such repair or replacement.

8.3. The Buyer may not claim a defect under the quality guarantee if the defect is caused by external circumstances after the risk of damage passes to the Buyer. This does not apply if the defect is caused by the Seller.

8.4. As far as possible, the Buyer must inspect the goods as soon as practicable after the risk of damage passes to the Buyer, find out about its properties and quantity (and that the goods are undamaged), and notify the Seller without delay (within 24 hours after taking the goods at the latest) that the goods have defects, if any, including the specification of such defects in the notification, and discontinue using the goods. Such obligations apply with reasonable modifications also to the defects occurring during the guarantee period in which case the Buyer must announce any such defect without undue delay after it occurs, but no later than the last day of the guarantee period. The Seller will not be held liable for any defects or worsening of existing defects if they occur as a result of breach of such obligations. In case of major deterioration of the condition of the goods (in particular if the condition of the goods is not commensurate with ordinary wear and tear), the Buyer loses the rights arising from defective performance. If the Buyer fails to notify the Seller of a defect in the goods within three (3) business days after such defect becomes obvious, the Buyer will cease to be entitled to claim the rights arising from defective performance. If requested by the Seller, the Buyer must claim any rights arising from defective performance (or supplement its previous notification) by using a form prescribed by the Seller; otherwise, the Buyer will lose its rights arising from defective performance.

8.5. The provisions of SS. 2172 and 2173 of the Civil Code apply with necessary modifications to the notification of a defect under the quality guarantee and to the claiming of a right arising from a defect in performance.

8.6. The quality guarantee does not cover the following: consumables such as oil, V-belts, etc., ordinary wear and tear, corrosion or hydraulic fluid leakage; defects of any goods which were not installed, stored or used in an appropriate manner (where inappropriate use means, in particular, breach of the instructions for use and maintenance or unprofessional use due to insufficient qualifications), defects in goods whose maintenance was not made by qualified technicians, goods that were modified or damaged by any action of the Buyer or a third party beyond the control of the Seller or due to force majeure, and soiled goods.

8.7. Rights arising from defective performance: If the goods have defects pursuant to Article 8.1, the Seller must repair or replace the goods (or any defective part thereof) at its discretion. If the goods (or any defective part thereof) cannot be repaired or replaced for any reason whatsoever, the Seller must refund the purchase price to the Buyer after the Buyer returned the goods to the Seller. Any goods so returned to the Seller become the property of the Seller upon being handed over to the Seller. The Parties expressly agree that if the goods have defects, the Buyer will not be entitled to the reimbursement of the costs incurred in the transportation of the goods to and from the Seller and the Buyer waives in full the right to the compensation of harm (including damages) of any type whatsoever (including the right to claim loss of profit) caused by or in connection with the defect.

8.8. If the goods (or any part thereof) are repaired at the Buyer's, the travel and accommodation costs incurred by the Seller in connection with such repair will be reimbursed by the Buyer. In lieu of costs actually incurred, the Seller may claim from the Buyer reimbursement based on the Seller's current servicing price list unless such reimbursement exceeds the costs actually incurred.

8.9. If the Buyer makes unjustified claims as to any rights arising from defective performance, the Buyer must reimburse the Seller for any and all costs incurred by the Seller as a result of such unlawfully claimed rights, including the costs of any work made by the Seller's technicians in the amount corresponding to the price for similar servicing as specified in the Seller's current servicing price list.

9. FORCE MAJEURE

9.1. The Seller will not be held liable for failure to fulfil its obligations under the Agreement, whether in full or in part, if such failure results from an event of force majeure. Any circumstances are considered force majeure if they occur independently of the Seller's will after entering into the Agreement and prevent the Seller from performing its obligations under the Agreement and if such circumstances or any consequences thereof cannot reasonably be expected to be averted or overcome by the Seller and if the Seller cannot reasonably be expected to have anticipated any

such obstacle (e.g. a war, earthquake, fire, flood, storm, power failure on the part of the supplier, enactment of a certain law or any other legal regulation whether effective or not, a terrorist attack, strike including notified strike, declaration of a state of emergency by the state, riot and civil commotion, insufficient labour force, restriction or delay on the part of a carrier, or incapability of ensuring necessary supplies or materials needed for delivering the goods or delay in the same) at the time of entering into the Agreement.

9.2. If an event of force majeure occurs, the period for the performance of obligations by the Seller is extended by the duration of such event of force majeure.

9.3. The Seller must notify the Buyer in writing of the occurrence of any event of force majeure immediately after obtaining knowledge thereof, but no later than within ten (10) days after obtaining such knowledge. The same applies to the end of the event of force majeure. If the Seller fails to do so, it may not claim any such event of force majeure from the Buyer with any effect whatsoever.

9.4. If any event of force majeure lasts for a period exceeding twelve (12) months from the delivery of a written notice to the Buyer in accordance with Article 8.3., the Buyer and the Seller may withdraw from the Agreement.

10. LIABILITY DISCLAIMER

10.1. The Parties expressly agree that in the relationship between the Seller and the Buyer – entrepreneur, the Buyer – entrepreneur waives in full the right of compensation of harm (including damage) of any type whatsoever caused to the Buyer – entrepreneur by the Seller or the goods sold by the Seller or by any goods defects. This does not apply if the harm (damage) was caused intentionally or by gross negligence or affects the natural rights of the Buyer – entrepreneur (individual).

11. INTELLECTUAL AND INDUSTRIAL PROPERTY

11.1. The Buyer expressly agrees and acknowledges that by entering into the Agreement and its subsequent performance the Buyer does not obtain any rights in any patent, trademark, business name, logo or any other thing which is a subject of intellectual or industrial property rights and which is owned or used by the Seller or which relates to the goods that are the subject of the sale and purchase in accordance with the Agreement unless the Parties agree otherwise by way of a separate agreement made in writing in regard of each such case. The Buyer agrees not to make or cause that anything is made that might damage in any manner whatsoever the reputation of the Seller or adversely affect the rights, validity or value of the things subject to intellectual or industrial property rights which are owned or used by the Seller, or which relate to the goods that are the subject of the purchase and sale under the Agreement.

12. ASSIGNMENT, SET-OFF

12.1. The Buyer – entrepreneur may not assign any of its rights (including debts) and transfer any obligations arising from the Agreement or any part thereof or assign the Agreement in its entirety to a third party without the prior written consent of the Seller.

12.2. The Buyer – entrepreneur may not set off unilaterally any debts owing to it by the Seller against a debt owing to the Seller by the Buyer from the Agreement or against a debt related to a legal relationship arising from the Agreement (e.g. a debt arising from compensation of damage, unjust enrichment, etc.)

13. PERSONAL DATA PROTECTION

13.1. The Seller declares to be a registered administrator of personal information (registration number at the Personal Information Protection Department in the Czech Republic is 00035833).

13.2. Protection of the personal information of the Buyer, being a physical person, is provided under the Personal Information Protection Act No. 101/2000 Coll., as amended (until its

substitution by a new act), and with effect from 15.5.2018 also under the Directive of the European Parliament and Council (EU) 2016/679 dated 27.4.2016 for the protection of physical persons with respect to the processing of personal information and the free movement of this information and to the repeal of directive 95/46/ES (general directive for the protection of personal information) and according to other (in respect with this directive approved) generally binding legal regulations.

14. GOVERNING LAW, DISPUTES

14.1. The Agreement as well as the legal relationships related to it, including any associated non-contractual obligations and questions of validity and consequences of invalidity of the Agreement, is governed by Czech laws. The UN Convention on Contracts for the International Sale of Goods (GISG) does not apply to the legal relationships arising from the Agreement (if the legal relationship arising from the Agreement involves an international – foreign element).

14.2. Any and all disputes between the Seller and the Buyer – entrepreneur arising from and in connection with the Contract will be decided finally and conclusively by the Arbitration Court of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic, by three arbitrators and in accordance with the rules of the said Arbitration Court.

14.3. Within the meaning of S. 1820 (1) (j) of the Civil Code and SS. 14 (1) and 20d *et seq.* of Act No. 634/1992, on consumer protection, as amended, the Seller hereby informs that a Buyer – consumer may turn to an authority (entity) responsible for out-of-court dispute resolution, i.e. the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 00020869, www.coi.cz, when seeking consideration of its complaint or application for out-of-court resolution of a consumer dispute arising from the Agreement. The Czech Trade Inspection Authority handles the complaints and applications for out-of-court resolution of consumer disputes in the manner and under the conditions determined by relevant generally binding legal regulations. The platform for on-line dispute resolution on <http://ec.europa.eu/consumers/odr> may be used in resolving the disputes between the Seller and the Buyer arising from the Agreement. For the avoidance of doubts, none of the provisions of these Terms and Conditions excludes the option of the Buyer – consumer to refer its claim under or in connection with the Agreement to a general Czech court.

15. MISCELLANEOUS

15.1. These Terms and Conditions are made in the Czech language. Any translations hereof to foreign languages are merely informative. Should there be any inconsistencies between the Czech version of these Terms and Conditions and any translation thereof (in particular in case of disputes concerning the interpretation of the terms contained herein), the text of the Terms and Conditions in the Czech language prevails.

15.2. These Terms and Conditions are available in the registered office and on the premises of the Seller and in the electronic form on the web page where the Seller's e-shop is operated, and enter into effect as of 16 May 2018.