



## GENERAL TERMS AND CONDITIONS

Valid from: 01.01.2026

### 1. General provisions and definitions

1.1. "**Seller**" means N+F Bohemia, s.r.o., incorporated in accordance with Czech law, with its registered office at: Mírové náměstí 519/3d, 703 00 Ostrava – Vítkovice, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section: C, Insert 8220, Company ID: 47 984 660, Tax ID: CZ47984660, E-mail: bohemia@nuf.eu, Telephone: 00420 724 256 715, Bank details for CZK: Česká spořitelna, a.s., Account number: 4978767379/0800, IBAN: CZ30 0800 0000 0049 7876 7379, SWIFT: GIBACZPX; Bank details for EUR: Česká spořitelna, a.s., account number: 1969114233/0800, IBAN: CZ84 0800 0000 0019 6911 4233, SWIFT: GIBACZPX

1.2. "**Buyer**" means an entrepreneur (a legal entity or a natural person – entrepreneur) or a consumer who enters into a purchase contract with the Seller pursuant to Section 2079 and Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") or a consumer purchase contract pursuant to Section 2158 and the Civil Code.

1.3. "**FC**" means the framework contract that regulates the relations between the Contracting Parties and on the basis of which the implementation (partial) contracts/Orders are concluded.

1.4. "**Order**" means a proposal to conclude a purchase contract sent by e-mail or other agreed electronic means, including telephone. By placing an Order, the Buyer expressly agrees to these GTC.

1.5. "**Order Confirmation**" means the binding written acceptance of the Order by the Seller sent by e-mail to the Buyer.

1.6. "**Incoterms**" means the International Chamber of Commerce (ICC) International Rules for the Interpretation of Delivery Terms, applied as expressly agreed by the Parties.

1.7. "**GTC**" means these General Terms and Conditions, which govern the rights and obligations of the Contracting Parties when selling goods by the Seller to the Buyer and which are publicly available on the Seller's website at [www.nuf.eu](http://www.nuf.eu) and with which the Buyer expresses his/her consent by executing the Order.

1.8. "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.

1.9. "**Consumer Protection Act**" means Act No. 634/1992 Coll., on Consumer Protection, as amended

1.10. GTC is an integral part of every purchase contract and takes precedence over the supplementary provisions of law. Individual agreements of the parties in a written contract or Order Confirmation take precedence over these GTC.

1.11. The Seller and the Buyer jointly as the "**Contracting Parties**" and each separately as the "**Contracting Party**".

### 2. Method of concluding the purchase contract

2.1. The Purchase Contract is concluded in one of the following ways:

(a) Buyer's Order and Seller's express written Order Confirmation; or

(b) by concluding the FC and the subsequent Confirmation of individual orders.

2.2. The Seller declares that the automatic confirmation of receipt of the e-mail does not have the effects of the Order Confirmation (Acceptance). The Seller is bound only by an explicit Order Confirmation.

2.3. The Order Confirmation contains in particular: (i) the order number, the exact specification of the goods and quantity, (ii) the price or the method of its determination, (iii) the payment terms, (iv) the place of delivery and the Incoterms selected, (v) the estimated delivery time, (vi) the text of the GTC and a link to the website where the privacy policy is published as of the date of conclusion of the Purchase Contract.

2.4. The Purchase Contract may also be concluded by other electronic means. Contractual expressions made by e-mail are considered to be in writing. The Seller publishes identification data and mandatory information on its website. In the case of the Buyer-consumer, the provisions of Section 1826 et seq. shall apply. of the Civil Code.

2.5. Communication to the Buyer – consumer before concluding the Purchase Contract: If the conduct of the Contracting Parties is aimed at concluding the contract and if the Seller uses exclusively at least one means of communication that allows the conclusion of the contract without the simultaneous physical presence of the Contracting Parties (hereinafter referred to as the "means of distance communication"), or if such conduct is aimed at concluding the contract outside the usual premises of the Seller's business, the Seller shall notify the consumer sufficiently in advance before the conclusion of the contract or before than the consumer makes a binding offer:

a) data on the main characteristics of the goods or services to the extent corresponding to the means of distance communication used and the nature of the goods or services,

b) data on identity,



c) the address of the registered office, telephone number and address for the delivery of electronic mail, as well as data on another means of online communication which the entrepreneur also provides for the purpose of fast and effective communication and which allows the consumer to keep written communication with the entrepreneur in text form, including the date and time of its execution; in the event that the entrepreneur acts on behalf of another entrepreneur, also information on his identity and registered office,

d) the address of the establishment, if it differs from the address of the registered office, and in the case of the entrepreneur acting on behalf of another entrepreneur, also the address to which the consumer may send a complaint,

e) the total price and costs of delivery pursuant to Section 1811 (2) lett. c) and e) of the Civil Code; in the case of a contract concluded for an indefinite period of time or a contract the subject of which is repeated performance, it also communicates this information for one billing period, which is always one month, if this price is unchanged,

f) information on the adjustment of the price to the person of the consumer on the basis of automated decision-making, if the price has been adjusted in this way,

g) the cost of means of distance communication, if it differs from the basic rate,

h) the method of payment, the method and time of delivery or performance and, where appropriate, the rules for handling complaints,

i) the conditions, time limit and procedure for exercising the right of withdrawal, as well as the template withdrawal form, where that right can be exercised; the requirements of the template form are laid down in the implementing legislation,

j) an indication that in the event of withdrawal from the contract, the consumer will bear the costs associated with the return of the goods and, in the case of a contract concluded by means of distance communication, the amount of costs associated with the return of the goods, if they cannot be returned by the usual postal means due to their nature,

k) information that in the event of withdrawal from the contract after submitting an application for commencement of performance already during the withdrawal period pursuant to Section 1824a(3) or pursuant to Section 1828 (5) of the Civil Code, the consumer must provide the entrepreneur with payment pursuant to Section 1834 of the Civil Code.

l) information that the consumer does not have the right to withdraw from the contract, if so, or information on the conditions under which the right of withdrawal will expire,

m) information on the existence of rights arising from defective performance, or also on the quality warranty, after-sales service and their conditions,

n) information on the code of conduct, if the entrepreneur has undertaken to comply with it in connection with a business practice or sector of his business, and how a copy of it can be obtained,

o) information on the duration of the obligation and the conditions for terminating the obligation, if the contract is to be concluded for an indefinite period of time or if the obligation is to be automatically extended,

p) the shortest period of time for which the consumer's obligations under the contract will last, if they are to be determined by the contract,

q) information on the obligation to pay an advance or similar payment, if required, and on its conditions,

r) data on functionality, compatibility and interoperability pursuant to Section 1811 (2) lett. h) and i) and s) of the Civil Code,

s) information on the existence, manner and conditions of out-of-court settlement of consumer disputes, including information on whether it is possible to address a complaint to a supervisory authority or state supervision.

### 3. Purchase price and price conditions

3.1. The purchase price is agreed: (a) according to the Seller's current price list valid for a specific customer or Buyer and the period according to FC, or (b) on the basis of an individual price offer (hereinafter referred to as "PO") sent by the Seller. In the case of PO, PO is sent or notified by telephone to the Buyer prior to the execution of the Order.

3.2. The Seller is entitled to unilaterally change the price list in accordance with the FC by issuing a new price list. The Seller reserves the right to change the purchase price even in the event of a change in legislation and a change in prices by the Seller's producers, suppliers and subcontractors. The change in the price list applies to future Orders after the notification of the change, which the Seller is obliged to notify the Buyer at least 1 month before the specified effective date of the change. Such a change is not a fact that would require the conclusion of an amendment to the FC. The Buyer is entitled to notify the Seller of his/her written disagreement with the change until the change comes into effect and to ask the Seller to conclude a deviating contractual arrangement; in such a case, the effectiveness of



the new price list is suspended against this Buyer. If the Seller and the Buyer do not agree on the change within 30 days from the date of delivery of the disagreement, the Buyer is entitled to terminate the FC within 15 days of the expiry of the 30-day period. In such a case, the notice period is 1 month and begins to run on the first day of the calendar month following the delivery of the notice to the Seller.

3.3. If the FC is closed, purchase prices may be increased during its duration by the average annual inflation rate according to the consumer price index published by the Czech Statistical Office for the previous calendar year. The method and dates of the modification can be stated in the FC. Unless agreed otherwise, the adjustment will apply from the first quarter of the following year and the purchase prices thus increased will be valid for the entire period of one year. If the above-mentioned inflation index ceases to be announced, the index that will replace it will be used to determine purchase prices, and if no substitute index is announced, then another similar inflation index. The Seller is entitled to proceed to the first increase in the purchase price within the meaning of this Article of the GTC in the following calendar year after the conclusion of the FC.

3.4. Prices are exclusive of VAT, duties, fees, shipping/shipping costs, handling, insurance and packaging costs, unless expressly agreed otherwise.

#### 4. Delivery conditions

4.1. Delivery time: The standard (estimated) delivery time is specified in the PO or in the Order Confirmation. If not specified, the Contracting Parties must agree on it in writing. The Seller has the right to change the time limits in accordance with Articles 13 and 14 of these GTC. The agreed delivery times and dates are indicative only and will not be considered absolute deadlines. Failure to meet the deadline does not entitle the Buyer to withdraw from the purchase contract or to any form of compensation.

4.2. Method of delivery: The Seller undertakes to deliver the goods under the Purchase Contract in the agreed manner, whereby it is possible to choose one of the following provided methods: personal acceptance of the goods by the Buyer at the place specified in the Order Confirmation, delivery by transport/transport of the Seller at the Buyer's expense or transport/transport provided by the Buyer at the Buyer's expense. According to the agreement, the Contracting Parties apply Incoterms. If delivery cannot be made at the agreed period or time, the Seller will be entitled to make partial deliveries and the Buyer will give the Seller a reasonable time to perform the delivery.

4.3. The Seller shall issue a delivery note for each shipment of goods. Depending on the nature of the delivery of the goods, the invoice can act as a delivery note. The Seller has the right to deliver the goods to the Buyer in parts and invoice them separately, unless this unreasonably jeopardizes the purpose of the Purchase Contract or is not

contrary to the express agreement of the Contracting Parties.

4.4. Place of delivery: the place specified in the Seller's Order Confirmation, unless agreed otherwise by the Contracting Parties.

4.5. The Buyer acquires the ownership right to the goods only upon full payment of the purchase price for the goods. The risk of damage to the goods passes to the Buyer at the moment when the Buyer takes over the goods from the Seller, or if the Buyer fails to do so in time, then at the moment when the Seller allows the Buyer to dispose of the goods and the Buyer does not take over the goods.

4.6. The Buyer is obliged to inspect the goods immediately after delivery. If the Buyer finds that the goods and/or the packaging of the goods are damaged, he is obliged to immediately inform the carrier/carrier of this fact and check the condition of the goods in the presence of the carrier/carrier. In the event of damage to the goods, the Buyer is obliged to make a record of the extent and nature of the damage to the goods, the correctness of which will be confirmed by the carrier/carrier.

In the event that the Seller is liable for damage to the goods specified in the record confirmed by the carrier/carrier delivered to the Seller without undue delay after delivery of the goods, the Seller may, at its option, ensure the removal of the defect in the goods, provide a discount on the goods or, in the event of an irreparable defect of the goods, deliver new goods to the Buyer.

4.7. The Buyer is obliged to take over the goods in person or ensure that the goods are taken over by a person authorised by the buyer to take over the goods, without undue delay after the goods have been delivered in the manner specified in the Order Confirmation. If, for a reason on the part of the Buyer, it is necessary to repeat the delivery of the goods at the place specified in the Order Confirmation, all costs associated with this shall be borne by the Buyer. The goods are deemed to have been delivered at the time of delivery to the address specified in the Order Confirmation and taken over at the time of physical receipt of the goods by the Buyer, a person authorized by the Buyer to accept the goods by the Buyer or a refusal to accept the goods, which the carrier shall state in the delivery and acceptance protocol. In the event that the Buyer breaches the obligation to accept the goods, the Seller has the right to store the goods at the Buyer's risk and expense. In such a case, the Buyer is obliged to reimburse the Seller for the costs associated with the storage of the goods in the usual amount, without undue delay after being called upon by the Seller to pay them.

#### 5. Payment and Invoicing Terms



5.1. Unless agreed otherwise, the payment period of the purchase price is individually agreed for each Buyer and stated on the invoice or in the Order Confirmation.

5.2. The Seller has the right to issue an advance invoice. The Seller may make the delivery of goods conditional on the payment of an advance payment on the basis of an advance invoice.

5.3. The right to issue an invoice arises upon delivery of the goods or their dispatch (handing over to the carrier) or in advance according to the agreement of the Contracting Parties.

5.4. In the event of the Buyer's delay in paying the purchase price for the goods, the Seller has the right to suspend the performance of further Orders, demand contractual interest for late payment, apply contractual sanctions and unilaterally extend delivery times.

5.5. The Seller is entitled to set off its receivables arising in connection with the Purchase Contract against any receivables of the Buyer, regardless of the maturity of such receivables.

## 6. Rights and obligations of the Seller

6.1. The Seller is obliged to:

a) deliver the goods to the Buyer on the basis of the Order and the Order Confirmation in the agreed quantity, quality, deadlines and pack them transport in the manner necessary for their preservation and protection,

b) ensure that the delivered goods are in accordance with generally binding legal regulations valid and effective in the territory of the Czech Republic,

c) hand over to the Buyer, together with the goods in written or electronic form, the documents necessary for the receipt and use of the goods and other documents prescribed by applicable legal regulations; the attestation documentation for the delivered goods will be sent electronically, depending on the difficulty of processing in the shortest possible time; while documentation for goods from stock will be sent 24 hours in electronic form from the issuance of the delivery note/invoice.

6.2. The Seller has the right to proper and timely payment of the purchase price from the Buyer for the goods.

## 7. Rights and obligations of the buyer

7.1. The Buyer is obliged to:

a) to accept the goods purchased from the Seller on the basis of the Order and the Order Confirmation without undue delay after their delivery within the meaning of Article 4.2 of these GTC,

b) pay the Seller the agreed purchase price within the agreed due date, including the costs of delivery of the goods,

c) confirm the receipt of the goods to the Seller in the delivery note by his/her signature or the signature of a person authorised by the Buyer to take over the goods, without undue delay after receipt of the goods.

7.2. The Buyer has the right to delivery of the goods in the quantity, quality, time and place agreed by the Contracting Parties according to the Order Confirmation.

## 8. Transfer of ownership (reservation of ownership)

8.1. The goods remain in the exclusive ownership of the Seller until the full payment of the purchase price. The Buyer has no right to further alienate or encumber the goods, unless agrees otherwise with the Seller in writing.

8.2. In the event of the Buyer's delay in paying the purchase price, the Buyer is obliged to keep and store the Seller's goods separate from other goods and at the same time is obliged to refrain from processing or other handling of the goods until the Buyer's obligation to pay the purchase price for the goods has been fulfilled. Furthermore, the Buyer is obliged to allow the Seller to enter the premises where the goods are located for the purpose of removing the goods. Any costs associated with this are covered by the Buyer in full.

## 9. Complaint Policy, Warranty, Liability for Defects

### A. Rights arising from defective performance

9.1. The Buyer is obliged to check the goods and their compliance with the Purchase Contract immediately after delivery of the goods, in particular the quantity and obvious defects of the goods, and to record and report the detected defects without undue delay after their discovery to the Seller in accordance with these GTC. If the Buyer fails to assert claims for defects in the goods found during this inspection in time, the Buyer's rights from defective performance in relation to such defects shall expire.

9.2. In the event of timely and justified exercise of rights arising from defective performance by the Buyer, regardless of whether the defects of the goods constitute a material or non-material breach of the Purchase Contract, the rights arising from defective performance shall be satisfied at the Seller's choice in one of the following ways:

- a) delivery of missing goods or rectification of defects in goods, and/or
- b) delivery of substitute goods, and/or
- c) by providing a reasonable discount on the purchase price.



9.3. The Buyer is not entitled to defective performance if it is a defect that he/she must have known with the usual care already at the time of concluding the Purchase Contract, and also in relation to defects in the goods that he/she was warned about by the Seller when concluding the Purchase Contract, or of which he/she must have been aware, taking into account the circumstances under which the Purchase Contract was concluded.

9.4. In the event of any defects in the goods, the Buyer is obliged to file a complaint with the Seller immediately after discovering such a defect of the goods. Complaints are submitted in writing or by e-mail and must include a description of the defect, photographic documentation, Order number, delivery note and invoice. At the request of the Seller, the Buyer is obliged to immediately add additional information for the purpose of handling the complaint.

9.5. The rules for exercising the right arising from defective performance (complaints) under these GTC shall apply, unless other warranty and complaint conditions have been agreed in writing between the Contracting Parties.

9.6. The complaint procedure for goods that can be objectively delivered to the Seller begins on the day when all of the following conditions are met:

- a) delivery of the Buyer's complaint to the Seller,
- b) handing over the claimed goods by the Buyer to the Seller (unless the Seller specifies otherwise).

The complaint procedure for goods that cannot be objectively delivered to the Seller begins on the day when all of the following conditions are met:

- a) delivery of the Buyer's complaint to the Seller,
- b) inspection of the claimed goods by the Seller or a person designated by the Seller, who issues a written confirmation of the inspection to the Buyer,
- c) proper documentation of the claimed goods, including photographic documentation.

#### **B. Guarantee for the quality of goods**

9.7. The Seller provides the Buyer with a guarantee for the quality of the goods for a period of 12 months from the date of delivery of the goods, unless a longer warranty period is agreed in the FC or the Order Confirmation (e.g. 24 months, 36 months, etc.). In the event that the Buyer is a consumer, the warranty period of 24 months from the delivery of the goods will apply.

9.8. The warranty does not apply to defects caused by the Buyer, in particular defects caused by improper assembly,

improper storage, improper use contrary to the instructions for use and/or orders or use in conditions for which the goods are not intended, as it does not cover defects caused by the intervention of a third party or force majeure.

9.9. During the warranty, the Buyer has the right to have the defect removed free of charge upon presentation of the goods, including accessories, documentation, instructions to use, warranty card, if issued by the Seller, and proof of payment to the Seller. If the defect is irreparable, the Buyer has the right to deliver a new item without defects.

9.9. The Buyer has the right to claim the warranty with the Seller only for goods that show defects for which the Seller is responsible and that are covered by the warranty and that were purchased from the Seller.

9.10. The Buyer is not entitled to claim a warranty against defects if it is a defect that he/she must have known with the usual care when concluding the Purchase Contract and also for defects that he/she was warned about by the Seller when concluding the Purchase Contract, or of which he/she must have known with regard to the circumstances from which the Purchase Contract was concluded.

9.11. The Buyer's right to exercise the rights under the quality guarantee against the Seller expires:

- (a) failure to produce proof of payment, delivery note or warranty card, accessories or documentation of the goods;
- (b) failure to report obvious defects on receipt of the goods;
- (c) upon the expiry of the warranty period for the goods;
- (d) mechanical damage to the goods caused by the Buyer or a third party;
- (e) improper handling, operation or neglect of care for goods, inappropriate or improper assembly, inappropriate storage, inappropriate use in conditions for which the subject of sale is not intended;
- (f) damage to the goods by excessive load or use contrary to the conditions specified in the documentation, general principles, technical standards or safety regulations in force in the Czech Republic;
- (g) damage to the goods by unavoidable and/or unforeseeable events;
- (h) damage to goods by accidental destruction and accidental damage;
- (i) unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or force majeure;



j) by interference with the goods by an unauthorized person.

### C. Common provisions for rights arising from defective performance and warranty

9.12. The Seller reserves the right to replace defective goods with other goods with similar technical parameters.

### 10. Special provisions on the rights of the Buyer - consumer

10.1. In the case of consumer contracts, the Seller fulfils the information obligations under the Civil Code and the Consumer Protection Act. In the case of distance contracts or contracts concluded outside business premises, the Buyer - consumer may withdraw without giving a reason within 14 days of receipt of the goods, with exceptions stipulated by law (e.g. goods manufactured according to the consumer's specification). To withdraw from the purchase contract, the Buyer – consumer may use the model withdrawal form, which is sent together with these GTC.

10.2. Contractual penalties and certain limitations of the Seller's liability set out in these GTC shall not apply to the Buyer – consumer if they would be contrary to the mandatory provisions of applicable legislation, in particular the Civil Code, or the Consumer Protection Act and in relation to the rights arising from defective performance, the provisions of this Article 10 of the GTC shall apply primarily. In the event that any provision of these GTC would be in clear conflict with the consumer protection legislation, the relevant provisions of the GTC shall not apply to the Buyer - consumer and the regulation in accordance with the relevant applicable legal regulations shall apply.

10.3. Special provisions on liability for defects towards the Buyer - consumer

a) The Seller shall answer to the Buyer – consumer that the goods are free of defects upon receipt. In particular, it is responsible for ensuring that the goods:

- corresponds to the agreed description, type, quantity and quality,
- it is fit for the purpose for which goods of this type are normally used;
- corresponds in quality or execution to the usual properties of things of the same kind,
- it comes with the agreed accessories and instructions for use.

b) The Buyer – the consumer may exercise the rights arising from defective performance, which will be reflected in the goods within two years of receipt of the goods.

c) The Buyer – consumer does not have the rights arising from defective performance if he caused the defect of the goods himself. A defect of the goods is not wear and tear caused by its usual use or, in the case of a used goods, wear and tear corresponding to the extent of its previous use.

d) If the goods have a defect, the Buyer-consumer may demand:

- removal of the defect by repair, or
- delivery of new goods without defects,

unless the chosen method of removing the defect is impossible or disproportionately costly compared to the other, taking into account, in particular, the importance of the defect, the value that the goods would have had without the defect and whether the second method of removing the defect would not cause significant difficulties for the purchaser.

f) The Seller may refuse to remove the defect if:

- repair or replacement of goods is not possible, or
- would be associated with disproportionate costs associated with the removal of the defect.

g) The Buyer-consumer is entitled to a reasonable discount on the purchase price or may withdraw from the Purchase Contract if:

- the Seller did not remove the defect or refused to remove it,
- the defect of the goods manifests itself repeatedly,
- the defect is a material breach of contract,
- it is clear from the Seller's statement or from the circumstances that the defect will not be removed within a reasonable time or without significant difficulties for the Buyer - consumer.

h) The Buyer – consumer cannot withdraw from the purchase contract if the defect is insignificant or if the defect was caused by the Buyer himself.

i) If the Purchase Contract concerns the delivery of several pieces of goods, the Buyer may withdraw from the contract only in relation to the defective piece, unless the nature of the item requires otherwise.

j) The Buyer – consumer asserts rights arising from defective performance with the Seller. The Seller shall issue the Buyer - consumer with a confirmation of receipt of the complaint stating the date of application and the method of settlement. In the event that the complaint was filed by the Buyer – consumer, the complaint, including the removal of the defect, will be settled and the Buyer – consumer will be informed about it within 30 days at the latest. This period



shall commence from the day following the day on which the complaint is filed, or after the day on which the Buyer – consumer allows the Seller to inspect the goods. After the expiry of the deadline in vain, the Buyer – consumer may withdraw from the Purchase Contract or request a reasonable discount. The Seller shall issue a written confirmation to the Buyer – consumer when filing a complaint, stating the date on which the Buyer – consumer filed the complaint, what is its content, what method of handling the complaint the Buyer – consumer requires and the contact details of the Buyer – consumer for the purpose of providing information on the settlement of the complaint.

If the Seller denies liability for defects, the Seller shall inform the Buyer-consumer in writing of the reasons for rejecting the complaint.

k) If the Buyer – consumer withdraws from the Purchase Contract, he/she shall return to the Seller the goods, or part thereof, in relation to which he withdrew from the Purchase Contract. The Seller shall refund the purchase price to the Buyer – consumer no later than 14 days from the date on which the Buyer – consumer has received the returned goods or when the Buyer – consumer has proved that he has sent the goods, whichever occurs first.

l) The Seller shall refund the purchase price or provide a discount in the same manner in which the purchase price was paid, unless agreed otherwise by the Contracting Parties.

10.4. The Consumer has the right to turn to the competent out-of-court dispute resolution entity. Pursuant to the provisions of Section 1820 (1) lett. s) of the Civil Code and Section 14 (1) and Section 20d et seq. of Act No. 634/1992, on Consumer Protection Act, the Seller informs that the consumer may contact the body for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, with a proposal for out-of-court settlement of consumer disputes, on the website of the [www.coi.cz](http://www.coi.cz). The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the relevant legal regulations. For the avoidance of doubt, nothing in these GTC precludes the possibility for the consumer to bring his claim in civil court.

The out-of-court settlement of consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection Authority, with its registered office at Gorazdova 1969/24, 120 00 Prague 2, Company ID No.: 000 20 869, internet address: [www.coi.cz](http://www.coi.cz)

10.5. By sending the Order to the Seller, the Buyer-consumer confirms that he/she has been duly informed about the conditions and manner of filing a complaint about the

goods, including information on where the complaint can be filed, the deadline for making a complaint, the content of the claim and what rights can be exercised from the defect, in accordance with the provisions of the Civil Code and the Consumer Protection Act.

## 11. Sanctions and Debt Collection

11.1. In addition to the contractual default interest, the Buyer is obliged to pay the Seller a contractual penalty in the amount of 0.05% of the amount due for each day of delay in its payment. The application of the contractual penalty does not affect the Seller's right to compensation for the damage caused in its entirety.

11.2. The Seller's receivables against the Buyer may be assigned or managed by the Seller through an authorized collection company. In the event of non-compliance with the due date, the Buyer is obliged to pay the Seller contractual default interest in the amount of 0.05% of the due amount for each day of delay. Invoices are monitored by a collection company authorized by the Seller. The Seller is entitled to claim any costs associated with the recovery of the amount owed to the Buyer in accordance with the generally applicable legal regulations in the Czech Republic.

## 12. Jurisdictions, Cross-Border Supplies and Restrictions

12.1. Contractual relations between the Contracting Parties shall be governed by the law of the Czech Republic. If the contractual relationship established with the Seller contains an international (foreign) element, the Contracting Parties agree that this relationship shall be governed by the law of the Czech Republic. This is without prejudice to the rights of the Buyer – consumer arising from generally binding legal regulations, from which it is not possible to derogate contractually and which, in the absence of a choice of law, would otherwise apply under the provisions of Article 6 (1) of the Charter. 1 of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2. The Seller delivers the goods in the Czech Republic and abroad (e.g. the Czech Republic, Hungary, Germany and others). Deliveries are subject to the export, customs, accounting and tax rules of the respective countries.

## 13. Force majeure (unforeseen events)

13.1. The Seller shall not be liable for any delay or impossibility of performance caused by force majeure. Force majeure is considered in particular, but not exclusively, natural disasters, wars, riots, embargoes, pandemics, strikes and delays at the Seller's suppliers and subcontractors, cyber incidents affecting production and



logistics, power and raw material supply outages, interventions by public authorities, transport and customs restrictions. Delivery times are reasonably extended in these cases. If the duration exceeds 60 days, the Contracting Parties may withdraw from the contract without the application of sanctions by the other Contracting Party.

#### **14. Suspension of Performance and Cancellation of Order Confirmation**

14.1. The Seller may suspend or refuse the performance if the Buyer has any monetary or non-monetary obligations towards the Seller overdue, or if the advance payment for the purchase price has not been paid on the basis of an advance invoice.

14.2. The Seller has the right to unilaterally withdraw from the contract or unilaterally cancel the Order Confirmation if the goods have been sold out, their availability or price has changed with suppliers and/or subcontractors. In such a case, the Seller must immediately return the payments received.

14.3. The Seller has the right to unilaterally withdraw from the contract or unilaterally cancel the Order Confirmation even in the event of a material breach of the contract or these GTC by the Buyer, bankruptcy or impending bankruptcy of the Buyer, enforcement proceeding against the Buyer's property or any other fact that, at the Seller's discretion, could objectively jeopardize the fulfilment of the Buyer's monetary or non-monetary obligations.

#### **15. Confidentiality**

15.1. The Contracting Parties are obliged to maintain confidentiality with regard to all facts and information that they become aware of during the performance of their obligations under the Purchase Contract, even after the expiry of the validity and effectiveness of the Purchase Contract. The Buyer further undertakes not to use the confidential information under the Purchase Contract for any purpose other than to perform the obligations under the Purchase Contract and not to disclose it to a third party, except in cases where required by the Purchase Contract, the law or a final and enforceable decision of a court or other public authority. Confidential information is considered to be any information in any form related to the performance of the obligations of the Contracting Parties under the Purchase Contract. However, information that (i) is or becomes publicly available without breach of contract by the Buyer, (ii) was known to the Buyer before the conclusion of the Purchase Contract and was not obtained by the Buyer under the condition of confidentiality or non-use, (iii) the Buyer obtained it from third parties without the condition of its confidentiality or non-use, is not considered confidential. In the event of a breach of any obligation

under this clause, the Buyer shall be obliged to compensate the Seller for the damage incurred.

15.2. The documentation and information provided by the Seller remain its intellectual property and may not be copied, reproduced or made available to third parties without the consent of the Seller.

#### **16. Withdrawal from the purchase contract**

16.1. The Seller has the right to unilaterally withdraw from the Purchase Contract or cancel the Order Confirmation for the following reasons:

a) for legal reasons, in particular in the event of a material breach of the purchase contract, of which these GTC are an integral part by the Buyer

b) the manufacturer, importer, supplier or subcontractor of the goods has suspended or cancelled production or made such serious changes as would make it impossible for the Seller to fulfil its obligations arising from the purchase contract or for reasons of force majeure in accordance with these GTC.

c) the goods ordered by the Buyer have been sold out, their availability or price has changed with suppliers and/or subcontractors after the Order Confirmation. In such a case, the Seller must immediately return the payments received.

d) in the event of bankruptcy or impending bankruptcy of the Buyer, and/or enforcement proceeding against the Buyer's property and/or any other fact that, at the Seller's discretion, could objectively jeopardize the fulfilment of the Buyer's monetary or non-monetary obligations arising from the purchase contract.

16.2. The Buyer has the right to unilaterally withdraw from the Purchase Contract only in the cases specified in the Purchase Contract, which includes these GTC.

The Seller is obliged to inform the Buyer without undue delay of the reasons for withdrawal from the Purchase Contract specified in Article 16.1 lett. b) and/or c) of these GTC. In the event of withdrawal from the Purchase Contract for the reasons specified in Article 16.1 lett. b) and/or c) of these GTC, the Seller shall return to the Buyer the performance already received without undue delay after withdrawal from the Purchase Contract.

16.3. Withdrawal from the contract must be made in writing and must contain the identification of the Contracting Parties, the number and date of the Order, the specification of the goods, the manner in which the performance provided is to be returned, including payment details. Together with the withdrawal, the Buyer is obliged to hand over to the Seller the goods together with accessories



(unused, undamaged, complete), including documentation, instructions for use and warranty card.

16.4. In the event of a valid and effective withdrawal from the Purchase Contract, the Contracting Parties shall settle in accordance with the rules on unjust enrichment under the applicable legislation. In the case of the Buyer entrepreneur, the Buyer is entitled to charge a cancellation fee in the amount of the costs incurred by the Seller for packaging, transportation, machining, production, additional testing and administrative management. The costs of returning the goods to the Seller are borne by the Buyer in full.

#### 17. Electronic communication

17.1. The Contracting Parties have agreed to communicate via e-mail. Electronic documents are considered to be written. The Seller publishes the mandatory identification data and conditions for the provision of information services on its website.

#### 18. Privacy Policy (GDPR)

18.1. The Seller processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council – General Data Protection Regulation (GDPR) and Act No. 110/2019 Coll. on the processing of personal data and other generally binding regulations.

18.2. The Seller fulfils the information obligation towards the Buyer in accordance with Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of performing the contract, for the purpose of negotiating the contract and for the purpose of fulfilling the Seller's public law obligations by means of the Privacy Policy.

18.3. The Buyer acknowledges that the provision of personal data is necessary for the performance of the contract concluded between the Seller and the Buyer. The Buyer, who is a natural person, is obliged to inform the Seller about his name, surname, permanent residence, date of birth, telephone and e-mail contact. The Buyer, who is a legal entity, is obliged to inform the Seller about the company's business name, registered office address, ID number, tax ID number, VAT number, telephone and e-mail contact. The Buyer, who is a natural person - entrepreneur, is obliged to inform the Seller about his name, surname and business name, permanent residence, registered office address, date of birth, ID number, tax ID number, VAT number, telephone and e-mail contact.

#### 19. Governing Law and Jurisdiction

19.1. The substantive law of the Czech Republic shall apply to the legal relations arising from the Purchase Contract and GTC (excluding conflict of law provisions). The application

of the UN Convention on Contracts for the International Sale of Goods is excluded.

19.2. Any dispute between the Contracting Parties (including issues concerning the validity, effectiveness and interpretation of the contract and/or these GTC) shall be submitted to the competent Czech court for decision.

#### 20. Final Provisions

20.1. By submitting the Order, the Buyer expressly confirms that he/she has read these GTC, has thoroughly familiarized himself/herself with them and agrees with them in full.

20.2. These GTC are written in the Czech language (or translated into English language version) and are effective against the Buyer upon sending the Order.

20.3. If any provision of these PPC proves to be invalid or ineffective, this shall not affect the validity of the remaining provisions of these GTC. The Seller replaces the invalid or ineffective provision with one that most closely corresponds to the purpose of the original provision of the GTC.

20.4. The Seller has the right to change the GTC accordingly. The obligation to notify the change of the GTC in writing is fulfilled by publishing the GTC on the Seller's website. In the case of several language versions of GTC, the Czech version takes precedence.

In Ostrava, on 01.01.2026