

BUSINESS TERMS AND CONDITIONS OF

the business company

ZEBR s.r.o.

Registered office: Building No. 178,
691 88 Milovice

Company ID No.: 26915308

Registered in the Commercial Register at the Regional Court in Brno, Section C, File 44784.

The Business Terms and Conditions apply to the sales of goods by means of an e-shop at the
Internet address
<http://shop.zebr.cz/>

I. INTRODUCTORY PROVISIONS

- I.1. These business terms and conditions (hereinafter referred to as "*the Business Terms and Conditions*") of the business company ZEBR s.r.o., with its registered office at Building No. 178, 691 88 Milovice, Company ID Number: 26915308 (hereinafter referred to as "*the Seller*") regulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "*the Civil Code*"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as "*the Purchase Contract*") concluded between the Seller and another natural person, who is not a consumer, or a legal person (hereinafter referred to as "*the Buyer*") by means of the Seller's e-shop. The e-shop is operated by the Seller on the website located at <http://shop.zebr.cz/> (hereinafter referred to as "*the Website*"), through the interface of the Website (hereinafter referred to as "*the E-shop Web Interface*"). These Business Terms and Conditions do not apply to consumers.
- I.2. Provisions deviating from the Business Terms and Conditions may be agreed in the Purchase Contract. Deviating provisions in the Purchase Contract take precedence over the provisions of the Business Terms and Conditions.
- I.3. The provisions of the Business Terms and Conditions are an integral part of the Purchase Contract. The Purchase Contract and the Business Terms and Conditions are drawn up in the Czech language. The Purchase Contract may be concluded in the Czech language.
- I.4. The Seller may modify or supplement the Business Terms and Conditions. This provision is without prejudice to the rights and obligations arising during the validity of the previous version of the Business Terms and Conditions.

II. USER ACCOUNT

- II.1. Based on the Buyer's registration made on the Website, the Buyer can access his or her user interface. The Buyer can order goods from his or her user interface (hereinafter referred to as "*the User Account*").
- II.2. When registering on the Website and when ordering goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer shall update the data in the User Account in case of any change. The data provided by the Buyer in the User Account and when ordering goods are considered correct by the Seller.

- II.3. Access to the User Account is secured by a username and password. The Buyer shall maintain the confidentiality of the information necessary to access his or her User Account.
- II.4. The Buyer is not entitled to allow third parties to use the User Account.
- II.5. The Seller may cancel the User Account, in particular if the Buyer does not use his/her User Account for more than 6 months or if the Buyer breaches his/her obligations under the Purchase Contract (including the Business Terms and Conditions).
- II.6. The Buyer acknowledges that the User Account may not be available continuously, especially with regard to necessary maintenance of the Seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

III. CONCLUSION OF THE PURCHASE CONTRACT

- III.1. All presentation of the goods placed in the E-shop Web Interface is informative and the Seller is not obliged to conclude a Purchase Contract regarding these goods. The provisions of Section 1732(2) of the Civil Code shall not apply.
- III.2. The E-shop Web Interface contains information about the goods, including the prices of individual goods. The prices of the goods are exclusive of value added tax. The prices of the goods remain valid as long as they are displayed in the E-shop Web Interface. This provision does not limit the Seller's ability to conclude the purchase contract on individually negotiated terms.
- III.3. The E-shop Web Interface also contains information on the costs associated with the packaging and delivery of goods. The information on the costs associated with the packaging and delivery of goods listed in the E-shop Web Interface is valid only in cases where the goods are delivered within the territory of the Czech Republic.
- III.4. To order goods, the Buyer fills in the order form in the E-shop Web Interface. The order form contains mainly information on
 - i. ordered goods (ordered goods are "inserted" by the Buyer into the electronic shopping cart of the E-shop Web Interface);
 - ii. the method of payment of the purchase price of the goods and details of the required method of delivery of the ordered goods; and
 - iii. information about the costs associated with the delivery of the goods (hereinafter jointly referred to as "*the Purchase Order*").
- III.5. Before sending the Purchase Order to the Seller, the Buyer is allowed to check and change the data entered by the Buyer in the order, so that the Buyer can detect and correct errors made when entering data into the Purchase Order. The Buyer sends the Purchase Order to the Seller by clicking on the "Send Purchase Order" button. The information given in the Purchase Order is considered correct by the Seller. The Seller shall promptly confirm receipt of the Purchase Order to the Buyer by electronic mail to the Buyer's e-mail address specified in the User Account or in the Purchase Order (hereinafter referred to as "*the Buyer's E-mail Address*").
- III.6. Depending on the nature of the Purchase Order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the Purchase Order (e.g. in writing or by telephone).
- III.7. The contractual relationship between the Seller and the Buyer is established by delivery of the confirmation of acceptance of the Purchase Order, which is sent by the Seller to the Buyer by electronic mail to the Buyer's E-mail Address.

- III.8. The Seller has the right to withdraw from the Purchase Contract, for any reason or no reason, until the moment when the goods are shipped to the Buyer. The Seller's legal act of notifying the Buyer that the Seller cannot deliver the Goods ordered by the Buyer shall also be deemed to be a withdrawal from the Purchase Contract.
- III.9. The method of packaging of the goods is determined solely by the Seller; the provisions of Section 2097 of the Civil Code are hereby excluded.
- III.10. The Buyer agrees to the use of remote means of communication in concluding the Purchase Contract. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Contract (Internet connection costs or costs of telephone calls) shall be borne by the Buyer himself/herself, which costs shall not differ from the basic rate.

IV. PRICE OF GOODS AND PAYMENT TERMS

- IV.1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways:
- cash payment on delivery at the place specified by the Buyer in the Purchase Order;
 - by wire transfer to the Seller's account no. 19-1872930277/0100, maintained at Komerční banka, a.s. (hereinafter referred to as "*the Seller's Account*").
- IV.2. Together with the purchase price, the Buyer shall also pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
- IV.3. The Seller is entitled to issue an advance invoice to the Buyer. In such case, the Buyer acknowledges that performance will be provided only after the advance has been paid in full to the Seller by one of the methods listed in Section IV.1 above.
- IV.4. In the case of payment on delivery, the purchase price is payable on receipt of the goods. In the case of wire transfer, the purchase price is payable within 10 days of the issue of the relevant invoice.
- IV.5. In the case of wire transfer, the Buyer shall pay the purchase price of the goods and specify the variable symbol of the payment in the payment order. In the case of wire transfer, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's Account.
- IV.6. The Seller is entitled, in particular in the event that there is no additional Purchase Order confirmation by the Buyer (Section III.6), to demand payment of the full purchase price before the goods are shipped to the Buyer. The provisions of Section 2119(1) of the Civil Code shall not apply.
- IV.7. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined with each other.
- IV.8. The Seller shall issue a tax document - invoice to the Buyer in respect of payments made under the Purchase Contract. The Seller is a payer of value added tax. The tax document - invoice shall be issued by the Seller to the Buyer after dispatching the goods to the address given by the Buyer and sent in electronic form to the Buyer's E-mail Address.

V. GIFT AGREEMENT

- V.1. If a gift is given to the Buyer together with the goods, a gift agreement between the Seller and the Buyer is concluded with the condition that if the Purchase Contract is withdrawn, the gift agreement shall cease to be effective in respect of such gift and the Buyer shall return the gift to the Seller together with the goods.

VI. TRANSPORT AND DELIVERY OF GOODS

- VI.1. In the event that the method of transport is agreed upon at the specific request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.
- VI.2. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the Purchase Order, the Buyer is obliged to take over the goods upon delivery.
- VI.3. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the Purchase Order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- VI.4. Upon receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the event that the packaging is found to have been tampered with, the Buyer does not have to accept the shipment from the carrier. This is without prejudice to the Buyer's rights under liability for defects in the goods and other rights of the Buyer under generally binding legal regulations.
- VI.5. Other rights and obligations of the contracting parties concerning the transport of the goods may be governed by the Seller's Special Conditions of Delivery, if issued by the Seller.
- VI.6. The Seller shall not be liable for any delay in delivery of the goods ordered by the Buyer caused by Force Majeure or an event that makes it substantially more difficult or impossible for the Seller to deliver the ordered goods to the Buyer. Force Majeure and events hindering or preventing the timely delivery of the goods shall be understood as, in particular, mobilization, war, insurrection, strike, lockout, official order, pandemic Covid-19 or any other unforeseeable event beyond the Seller's control. The same applies if this situation occurs with a subcontractor of the Seller and this is the cause of the Seller's inability to deliver the goods on time.

VII. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- VII.1. The rights and obligations of the contracting parties with regard to rights arising from defective performance shall be governed by the applicable generally binding legislation (in particular the provisions of Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).
- VII.2. The Seller shall be liable to the Buyer that the goods are free from defects on receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer took over the goods:
- i. the goods have the characteristics agreed between the contracting parties and, in the absence of agreement, have the characteristics described by the Seller or manufacturer or expected by the Buyer in view of the nature of the goods and on the basis of the advertising carried out by them;

- ii. 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;
 - iii. the goods correspond in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen;
 - iv. the goods are in the appropriate quantity, measure or weight; and
 - v. the goods comply with the requirements of the legislation.
- VII.3. The Seller shall have obligations arising from defective performance at least to the extent in which the manufacturer's obligations arising from defective performance remain in effect.
- VII.4. If the goods sold, their packaging, the instructions accompanying the goods or the advertisement indicate the period of time for which the goods may be used in accordance with other legal provisions, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the Seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time.
- VII.5. The Buyer may specifically exercise the rights of liability for defects in goods, in particular in person at the Seller's registered office or by e-mail at lisovna@zebr.cz.
- VII.6. The Buyer is obliged to claim the defect without undue delay after discovering that the delivered goods are defective.
- VII.7. The parties contracting agree that the primary method of removing the defect is to repair the item; if repair is not possible, then a new item without defects will be delivered. The Purchase Contract may be withdrawn on the grounds of defects only in the cases provided for by the Civil Code.
- VII.8. The Seller undertakes to assess and settle the complaint within a reasonable period of time, but no later than 60 days from the date of receipt of the complaint and receipt of all necessary documents to settle the complaint, and if the complaint is justified, to ensure the removal of the defect within the same period of time. The Buyer shall be informed about the settlement of the complaint to the contact e-mail.
- VII.9. After settling the complaint, the Seller shall issue a written confirmation of the date and method of settling the complaint, or the reasons for rejecting the complaint, to the customer.
- VII.10. In the event that the complaint is resolved by replacing the goods, a new time limit for exercising rights arising from the defective performance does not run, but the original time limit continues to run.
- VII.11. The guarantee does not apply in the following cases:
- i. the defect is caused by the customer;
 - ii. the defect is caused by improper use, storage or maintenance;
 - iii. the defect is caused by mechanical damage;
 - iv. the defect is caused by improper handling, operation or neglect of the goods;
 - v. the defect is caused by unqualified intervention;
 - vi. the damage is caused by Force Majeure.
- VII.12. The Seller's liability for defects does not apply to wear and tear caused by normal use; in the case of goods sold at a lower price for the defect for which the lower price was agreed.
- VII.13. Other rights and obligations of the contracting parties related to the Seller's liability for

defects may be regulated by the Seller's Complaints Procedure.

VIII. MISCELLANEOUS RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

VIII.1. The Buyer acquires ownership title to the goods by paying the full purchase price of the goods.

VIII.2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1e) of the Civil Code.

VIII.3. The Buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

IX. PROTECTION OF PERSONAL DATA

IX.1. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation no. 2016/679 of the European Parliament and of the Council, 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 no. 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "the GDPR"), relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiations on the Purchase Contract and for the purposes of the performance of the Seller's public law obligations by means of a separate document.

X. STORAGE OF COOKIES

X.1. The Buyer agrees to the storage of cookies on his/her computer. If the purchase can be made on the Website and the Seller's obligations under the Purchase Contract can be fulfilled without storing cookies on the Buyer's computer, the Buyer may withdraw the consent under the previous sentence at any time.

XI. FINAL PROVISIONS

XI.1. If the relationship established by the Purchase Contract contains an international (foreign) element, the contracting parties agree that the relationship is governed by the Czech law.

XI.2. If any provision of the Business Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

XI.3. The Purchase Contract, including the Business Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

XI.4. A sample form for withdrawal from the Purchase Contract is attached to the Business Terms and Conditions.

In Milovice on

**Radek
Jánský**

Digitally signed by
Radek Jánský
Date: 2025.06.20
10:54:27 +02'00'

ZEBR s.r.o.