

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 purchase of goods ordered by
phone, e-mail or in person.

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 Buyer*") 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 Buyer and another legal or natural person who is not a consumer (hereinafter referred to as "*the Seller*") by means of a telephone purchase order, a personal purchase order or a purchase order made by electronic mail. The Buyer orders the goods by means of a purchase order and the Seller prepares them for collection at the place specified in the Purchase Contract.
- I.2. Provisions deviating from the Business Terms and Conditions may be agreed in the relevant 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. In the case of a purchase order for goods directed to a foreign supplier, the Purchase Contract together with the Business Terms and Conditions shall be drawn up in the English language.
- I.4. The Buyer 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. CONCLUSION OF THE PURCHASE CONTRACT

- II.1. To order the goods, the Buyer shall contact the Seller by phone/personally/electronic mail. The Buyer shall make a demand by providing the Seller with the following information in particular:
 - i. description of the ordered goods, including quantity;
 - ii. required date and place of delivery;
 - iii. invoicing details of the Buyer;
 - iv. contact details of the Buyer (hereinafter jointly referred to as "*the Purchase Order*").

- II.2. The Buyer, together with the Purchase Order, shall send the Seller these Business Terms and Conditions, which regulate the terms of the Purchase Contract in more detail, especially the method of delivery and payment of the purchase price, warranty conditions, rights and obligations of the contracting parties, necessary documents for the goods, etc. In the case of a telephone order, the Buyer shall send the Seller a summary of the order together with these Business Terms and Conditions also by electronic mail.
- II.3. The contractual relationship between the Buyer and the Seller is established at the moment of delivery of the confirmation of acceptance of the Buyer's Purchase Order by the Seller to the Buyer's E-mail Address. Upon receipt of the Purchase Order, the Seller is deemed to be familiar with the Business Terms and Conditions and accepts them without reservation.
- II.4. The Buyer has the right to withdraw from the Purchase Contract, for any reason or no reason, until the goods are handed over to him by the Seller.
- II.5. The method of packaging of the goods is determined by the Seller, who is responsible for the suitability of the chosen packaging material so as not to damage the ordered goods during their delivery to the Buyer. The provisions of Section 2097 of the Civil Code are hereby excluded.

III. PRICE OF GOODS AND PAYMENT TERMS

- III.1. The price of the goods under the Purchase Contract shall be paid by the Buyer to the Seller on the basis of a tax document (invoice) issued by the Seller by wire transfer to the account specified in the invoice.
- III.2. The purchase price shall be paid within 30 days from the delivery of the invoice to the Buyer.

IV. TRANSPORT AND DELIVERY OF GOODS

- IV.1. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the packaging of the goods.
- IV.2. The method of transport and the cost of delivery of the goods shall be determined between the Buyer and the Seller in the Purchase Contract or the Purchase Order.
- IV.3. The Seller shall deliver the goods to the place specified by the Buyer in the Purchase Order and the Buyer shall subsequently take over the ordered goods at that place.
- IV.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.
- IV.5. The Seller is responsible for ensuring that the Goods ordered will be delivered to the Buyer together with all necessary accompanying documents required by the relevant legislation and that they comply with all approvals and regulations required by such legislation.

V. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- V.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 and 2099 to 2117 of the Civil Code).
- V.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 and have the necessary accessories and accompanying documents in accordance with the requirements of the legislation.
- V.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.
- V.4. The Seller provides the Buyer with a guarantee of quality for a period of 24 months from the receipt of the goods by the Buyer, unless a longer period is indicated by the Seller or the manufacturer on the goods sold, on their packaging, in the instructions attached to the goods or in advertising in accordance with other legal regulations. 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.
- V.5. If the Seller delivers the goods to the Buyer on the basis of the Purchase Contract to a different extent than agreed or is in default with their delivery, the Seller shall be obliged to compensate the Buyer for damages incurred as a result of incomplete or late delivery of the goods.
- V.6. In the event of delay by the Seller in the delivery of the goods, or the goods are delivered incomplete, the Buyer will require that the Seller pay a contractual penalty in the amount of 0.1% of the purchase price for each day of delay. By this amount the Buyer is then entitled to reduce the resulting purchase price to be paid to the Seller.
- V.7. If the goods are damaged on delivery to the Buyer or are delivered with defects, the Seller shall be liable for any damage suffered by the Buyer as a result of the delay until new faultless goods are delivered by the Seller.
- V.8. The Seller undertakes to assess and settle the complaint within a reasonable period of time, but no later than 30 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 specified in the Purchase Order.
- V.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 Buyer.
- V.10. The Seller's liability for defects shall also apply in cases where, during the use of the delivered goods, the Buyer suffers damage that is causally related to a defect in the product. In such a case, the Seller is obliged to compensate for the damage thus incurred.

VI. FINAL PROVISIONS

- VI.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.

- VI.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.
- VI.3. The Purchase Contract, including the Business Terms and Conditions, is archived by the Buyer in electronic form and is not accessible.
- VI.4. Unless otherwise agreed in writing between the Seller and the Buyer, these Business Terms and Conditions shall always prevail over any terms and conditions of the Seller or other arrangements. Any different terms and conditions of the Seller shall be disregarded and shall have no legal effect, even if they have not been expressly rejected by the Buyer.

In Milovice on

Radek
Jánský

Digitally signed by
Radek Jánský
Date: 2025.06.20
10:53:08 +02'00'

ZEBR s.r.o.