

GENERAL BUSINESS TERMS AND CONDITIONS OF DOBRÁ AGENTURA, s.r.o.

General Business Terms and Conditions (hereinafter referred to as "GTC") of DOBRÁ AGENTURA, s.r.o., with its registered office at Krahulčí 2016/9, 193 00 Prague 9 - Horní Počernice, business ID no. (IČO): 26453118, VAT No. (DIČ): CZ26453118, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 83258 (hereinafter referred to as the "Seller").

1. GENERAL PROVISIONS

1.1. All contractual relationships are concluded in accordance with the provisions of the Act No. 89/2012 Coll., the Civil Code of the Czech Republic (hereinafter referred to as "NOZ") and the Act No. 634/1993 Coll., on Consumer Protection, as amended (hereinafter referred to as the "Act").

The GTC further defines and specifies the rights and obligations of the Seller and the Buyer in concluding contracts for the provision of goods and the Seller's services (hereinafter referred to as the "Goods").

1.2. The Seller is a person who, when concluding and fulfilling the contract, acts within its business or other entrepreneurial activities. It is an entrepreneur who, either directly or through other entrepreneurs, supplies the Buyer with products or provides services.

1.3. The Seller's customer is either a buyer - consumer within the meaning of Section 2 (1) (a) of the Act No. 634/1992 Coll., on Consumer Protection (hereinafter referred to as the "Buyer-Consumer") or a buyer - entrepreneur who, when concluding and fulfilling the contract acts within its business activities (hereinafter referred to as the "Buyer-Entrepreneur"). The Buyer-Consumer and Buyer-Entrepreneur are collectively referred to as the "Buyers". Differences between the Buyer groups are particularly noticeable when exercising rights from defective performance.

1.4. GTC in this form is valid for all Seller's business cases unless different individual conditions are contractually negotiated.

2. PURCHASE AGREEMENT

2.1. The offer for the conclusion of the purchase agreement is formed by the order of the Goods sent by the Buyer and the purchase agreement itself is concluded at the moment of delivery of the Seller's binding consent to the Buyer, or more precisely confirmation of the order by the Seller with this offer.

2.2. As regards the Buyer-Consumer, a purchaser in the Seller's e-shop (electronic shop), the offer for the conclusion of the purchase agreement (offer) is the placement of the Goods offered by the Seller to the website. The purchase agreement is then formed by sending the order by the Buyer-Consumer and the acceptance of the order by the Seller. This acceptance shall be immediately acknowledged by the Seller to the Buyer to the specified email; but this confirmation does not affect the formation of the contract. The contract so created (including the agreed price) may be modified or cancelled only by agreement of the parties or on the basis of legitimate reasons.

Before sending an order to the Seller, the Buyer is enabled to check and modify the data that is placed in the order. The order will be sent to the Seller by clicking the "Submit Order" button.

2.3. If the Buyer is not a consumer, the offer for the conclusion of the purchase agreement is the order sent to the Buyer-Entrepreneur and the purchase agreement itself is concluded at the moment of delivery of the Seller's binding consent to the Buyer with this offer.

2.4. The Buyer's purchase order is deemed to be correct if it contains an exact identification of the Buyer (name, surname/business name, company ID no. (IČ), registered office/residence, name of the person authorized to act on behalf of the Buyer), type of the ordered goods, code of the goods, quantity, method and delivery term, written signature of the authorized person/buyer.

2.5. If the Seller and the Buyer agree on other terms, their mutual agreement is superior to the GTC of the Seller. Mutual agreement only becomes valid if it is evidenced in writing and confirmed by signatures of authorized persons who are competent to act on behalf of the parties.

2.6. By concluding the purchase agreement the Buyer confirms that it has become familiar with these terms and conditions, including Seller's complaints rules and agree with them. Before placing an order the Buyer has the possibility to get acquainted with the GTC and the complaints rules.

2.7. The Seller, among others, reserves the right to cancel the order or a part thereof before the purchase agreement is concluded on the basis of an agreement with the Buyer in the following cases: the Goods are no longer produced or delivered or the price of the Goods' supplier has changed in a significant way. In the event that the Buyer has already paid a part or the entire purchase price, this amount will be transferred back to an account or address and the purchase agreement will not be concluded.

2.8 Any consumer rights may be applied to gifts that are provided entirely free of charge. Such goods meet the terms of the donation agreement and all norms according to the valid legislation of the Czech Republic.

3. REGISTRATION OF THE BUYER

3.1. The Buyer-Entrepreneur who applies the first order with the Seller after becoming acquainted with this GTC will submit the following for registration and issuance of a client number: Extract from the Commercial Register of the competent court, Trade License Certificate (Concession deed), VAT payer registration certificate. In case of a foreign entity, a valid registration according to the legislation of a country where an entity originates.

3.2. The conclusion of a dealer agreement constitutes a condition for the Buyer's inclusion among Seller's official distributors and inclusion in the rebate group and, for products requiring professional assembly, the condition comprises attending vocational training organized by the Seller. An official, valid certificate issued by the Seller and

signed by the statutory body or an authorized person constitutes a proof of a proper distributor.

4. SUBJECT AND TIME OF PERFORMANCE, SUBMISSION DOCUMENTS FOR THE GOODS

4.1. The Seller is obliged to deliver the Goods to Buyer in quantity, quality and time as agreed in the purchase agreement. Unless agreed otherwise in the agreement, the Seller is obliged to hand over to the Buyer the documents necessary for the take-over and purchase of the Goods in time of payment of the purchase price.

4.2. The usual delivery time for the standard Goods is maximum 1 week following the order confirmation. In case of a larger delivery or in case of non-standard Goods where production is preceded by development, individual adjustment or change in design or operation, the delivery time is agreed individually in the purchase agreement.

5. PRICE AND PAYMENT CONDITIONS

5.1. The starting price is the price according to the Seller's current pricelist, or possibly, in case of an order based on valid price offers, the price is governed by the price quoted in the price offer.

5.2. In case of piece or individual production the prices are determined by individual calculations. The basic due date is 10 days. With respect to the Buyer-Entrepreneur, where it concerns the beginning of cooperation or irregular orders or repeatedly occurring delays in the payment of invoices, and with respect to the Buyer-Consumer, the payment in cash or in advance is required. With such orders sent by a public carrier, the payment by confirmation of delivery (COD) or in advance is required. A price limit for invoice purchases is set for regular Buyers-Entrepreneurs, to whom payment by wire transfer is enabled. The limit is determined by the amount of turnover achieved by a particular Buyer with the Seller.

5.3. If, in case of the agreed payment in advance on the basis of the invoice, the Buyer does not pay the Seller's invoice within the time limit on the invoice, the Seller is not in delay with the delivery of the Goods and the Buyer is not entitled to require the Seller to deliver the ordered Goods. The agreed delivery time is prolonged by the Buyer's delay in paying the invoice.

5.4. Base price surcharges: Request for delivery within a shortened period: + 10% of the purchase price excluding VAT. Requirement for the prolongation of due date exceeding 10 days: up to 30 days +1%, exceeding 30 days +3%, every 30 days above the basis due date 10 days.

5.5. Unless otherwise agreed in the purchase agreement, shipping, postage and packaging costs are charged as standard in the form of handling fee in the amount of CZK 115 excluding VAT, in case of the confirmation of delivery (COD) CZK 150 excluding VAT. In case of shipment abroad the transport costs are governed by the actual price of the contracting carrier.

5.6. The Buyer is obliged to pay the purchase price for the Goods on time, i.e., usually within 10 days of the invoice issuance. The payment for the Goods is not tied to other Buyer's business or installation processes. If the Buyer does not agree individual conditions with the Seller, the Buyer is obliged to respect the payment deadline set on the invoice.

5.7. In case where the Buyer is a foreign entity, the Seller may not be burdened with bank transfer charges from abroad, otherwise these charges will be charged to the Buyer.

6. PERFORMANCE QUALITY

6.1. The Seller undertakes to supply the Buyer with goods of the quality agreed upon or declared in technical terms (technical terms are properties or parameters that the Seller states in the Goods flyers, catalogues and other documents provided to the Buyer or provided to other Buyers) or according to the technical standards applicable to the Goods supplied.

6.2. In cases where, under the laws and regulations, there is an obligation to make a declaration of conformity within the meaning of the Act No. 22/1997 Coll., on Technical Requirements for Products and Related Regulations, the Seller is obliged to forward such a declaration upon request to the Buyer.

7. WARRANTY CONDITIONS

7.1. The warranty conditions and the complaints conditions are governed by the Seller's complaints rules.

8. PLACE OF PERFORMANCE AND PASSING OF OWNERSHIP RIGHT

8.1. Unless otherwise stipulated in the purchase agreement, the Seller's registered office is the place of performance. The danger of passing damage in the Goods (Civil Code - Section 368 (2)) shall pass to the Buyer at the time the Seller enables the Buyer to dispose of the Goods. In case a different mode of transportation is agreed by the purchase agreement, this danger passes at the moment of handing over of the Goods to the first public carrier.

8.2. The ownership right passes to the Buyer only after the full payment of the purchase price of the Goods.

9. USE OF BUSINESS NAMES AND TRADEMARKS

9.1. Further sale of the Goods marked by the Seller's trade name or that of the producer of the Goods and any trademarks of the Seller and the producer of the Goods that have been delivered by the Seller is possible provided the stated designation has not been altered or modified. The Buyer may add to the above trade names and trademarks its own designation, however, so as not to damage, misuse or cause any other damage to the above business names or trademarks.

9.2. The Buyer undertakes not to use a sign, symbol, abbreviation or imitation of the trade name or trademark above in advertising, advertisements and anywhere else.

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9.3. The use of Seller's trade names and those of the producer of the Goods and trademarks of the Seller and the producer of the Goods of the Buyer, in contrariety with this agreement or for purposes other than this Agreement expressly allows without written consent of the Seller is not permitted. Similarly, the Buyer will not use the imitation of the trade names listed here and trademarks. The breach establishes the Seller's right to a contractual penalty of CZK 200,000 for each individual case of such an unauthorized use. In the event that a breach of this provision concerns a business name or trademark of the Seller, the payment of the contractual penalty does not affect the claim for damages.

10. VALIDITY OF GTC AND PURCHASE AGREEMENT

10.1. Recipients of GTC and participants to the purchase agreement are bound by their contractual expressions. In case the Buyer arbitrarily withdraws from the concluded purchase agreement or a confirmed order pursuant to Article 2 of this GTC, it is obliged to pay the Seller's severance in the amount of the costs of the order processing and the contractual penalty of 20% of the agreed purchase price.

11. THE BUYER'S RIGHT TO WITHDRAW FROM THE PURCHASE AGREEMENT

11.1. If the purchase agreement is concluded by means of distance communication (in the e-shop), the Buyer-Consumer has in accordance with Section 1829 paragraph NOZ, the right to withdraw from the agreement without giving any reason within 14 days of the hand-over of the Goods (if the subject of the purchase agreement comprises several types of Goods or the delivery of several parts, this period runs from the date of the take-over of the last delivery of the Goods). Withdrawal from the purchase agreement must be dispatched to the Seller within the time limit specified in this paragraph.

11.2. In case the Buyer-Consumer wishes to withdraw from the Agreement according to the previous paragraph within 14 days, it shall contact the Seller and indicate best in writing that it withdraws from the Agreement ideally stating the order number, purchase date, and account numbers for a refund. Money can also be refunded in cash at the Seller's registered office upon prior agreement.

11.3. In case of withdrawal of the Buyer-Consumer from the purchase agreement according to the previous paragraphs, the Seller shall return the funds received from the Buyer (excluding the amount representing the additional cost of delivering the goods incurred due to the chosen method of delivery of the Goods by the Buyer, which is different from the cheapest standard delivery method of the Goods offered by the Seller) within 14 days of the withdrawal from the purchase agreement by the Buyer, to the bank account of the

Buyer, unless otherwise agreed by the parties in advance. The Seller is not obliged to return the received funds to the Buyer before the Buyer returns the Goods. The returned goods cannot be returned to the Seller on delivery.

Such a shipment will not be accepted by the Seller and will be returned to the sender.

11.4. For the purchase price to be returned to the Buyer-Consumer, the Seller may set off its actual costs associated with the return of the Goods, for example, if the goods have not been returned properly in undamaged original packaging, etc.

11.5. The Buyer-Consumer does not have the right to withdraw from the Agreement in accordance with the provisions of Section 1837 in particular in case of contracts:

- On the provision of services if they have been fulfilled with the prior explicit consent before the expiry of the withdrawal period from the contract and the Seller has communicated to the Buyer-Consumer before the conclusion of the Agreement that in such a case it is not entitled to withdraw from the Agreement,
- On the supply of goods or services, the price of which depends on financial market fluctuations, irrespective of Seller's will; which may occur during the withdrawal period,
- On the delivery of the Goods which has been modified according to the Buyer's wish
- On the repair or maintenance carried out at a place designated by the consumer upon its request, but this does not apply in case of a subsequent execution of other than requested repairs or delivery of spare parts other than those requested,
- On the delivery of the Goods in sealed packaging, especially if it concerned a breach of the protective or warranty seals and stickers
- On the delivery of SW or digital content Goods if it violated their original packaging.

12. PAYMENT OF THE PURCHASE PRICE OF THE GOODS

12.1. If the purchase price is settled on the basis of the invoice payment, the purchase price is due on the date stated on the invoice. The invoice must include: invoice no., date of issue, due date, name of the financial institution and the Seller's account number, business name/name of the Buyer and the Seller and their VAT ID and VAT and all legal data on the price. Unless agreed otherwise, the invoice due date is 10 days from the date of the invoice. The invoice is issued by the Seller at the time of delivery of the goods pursuant to Article 3 of the GTC.

12.2. The Buyer is delayed with the payment of the purchase price if the full invoiced amount on the due date was not credited in favour of the Seller's account. In this case, the Seller is entitled to require late payment fee in a maximum amount permissible according to NOZ, unless stipulated otherwise in the purchase contract. The right to damages by the payment of interest is not affected.

13. PASSING OF THE RISK OF DAMAGE TO THE GOODS

13.1. The Buyer is obliged to check the delivered goods within 3 days of the reception thereof without undue delay and raise a complaint.

13.2. If the Buyer does not immediately examine or arrange for the goods to be inspected, it cannot claim damages incurred as a result of the use of Goods that have been found to be defective during the above-mentioned inspection. Even when defects are detected when the Goods are inspected by the Buyer, the Buyer is obliged to pay the purchase price.

13.3. In case of hidden defects that cannot be detected by routine inspection within 3 days, the legitimacy of the complaint will be recognized only after expert assessment of the seller or producer. If the buyer and the seller agree, the seller can provide the buyer with an immediate exchange of defective goods and initiate a complaint procedure - expert assessment of a defect.

13.4. In case of a justified complaint, if this has not happened in case of an immediate exchange, the defective goods will be replaced with functional goods or a credit note will be applied.

14. RIGHTS FROM DEFECTIVE PERFORMANCE

14.1. By signing the purchase agreement, the Seller accepts the commitment that the Goods will be eligible for the duration of the warranty for an agreed, otherwise customary purpose, or will maintain an agreed, otherwise customary characteristics. The warranty period begins to run from the date of receipt of the goods from the Seller or the public carrier to the Buyer. The Buyer shall notify the Seller of any defects covered by the quality warranty within the time limit set by the applicable Czech legislation. Liability for defects as well as claims from defects in the Goods is governed by applicable Czech legislation. Liability for defects as well as claims from defects of the Goods are governed by the Seller's complaint rules and the Czech legislation.

15. PROTECTION OF PERSONAL DATA

15.1. The Buyers' information is kept in full compliance with applicable Czech legislation, in particular with the Personal Data Protection Act No. 101/2000 Coll., as amended, and with the Regulation of the European Parliament and of the Council (EU) No 2016/679 on the protection of personal data (GDPR). As regards the protection and processing of the Buyer's personal data, the Seller shall follow the published privacy policy, which is available on the Seller's website, upon request by e-mail or in printed form at the registered office of the Seller.

15.2. The Seller shall not pass personal data onto any other person. Public carriers, to whom

Buyer's personal data is delivered to the minimum extent required to deliver the Goods, form an exception. State authorities form another exception.

16. TAKE-BACK OF ELECTRICAL EQUIPMENT AND BATTERIES AND ACCUMULATORS

16.1. The Seller provides at its registered office a take-back of sold electrical equipment from Buyers and a separate collection of electrical waste, batteries and accumulators purchased in the past by the Buyer from the Seller. Take-back is also possible in case when the Buyer realizes the so-called upgrade of the equipment, i.e., when the Seller takes the Goods in replacement of the existing ones, which in this case did not have to be purchased in the past directly from the Seller.

17. FINAL PROVISIONS

17.1. The Buyer is obliged to inform the Seller of any intention to export the Goods purchased and to respect, possible territorial export restrictions imposed by the Seller.

17.2. Force majeure clause. In case of floods, fire, labour conflicts (strikes), riots and official

measures that cause the delivery to be delayed or the goods not be delivered, the Seller is not obliged to any compensation, even if for the delay of delivery or failure to deliver the goods, the contractual penalty is stipulated in the purchase agreement.

17.3. The Seller is authorized to sell the Goods on the basis of a trade license.

17.4. Any disputes between the Buyer and the Seller in connection with the performance of the purchase agreement concluded under these GTC will be settled by competent court of the Seller with territorial jurisdiction in accordance with the valid legislation of the Czech Republic.

17.5. The Seller's complaints rules form an integral part of this GTC.

17.6. The Seller reserves the right to change the GTC without prior notice.

17.7. The GTC becomes effective on the day of the conclusion of the first purchase agreement with the Buyer. By the conclusion of the purchase agreement the Buyer confirms its consent with the GTC and Seller's complaints rules in accordance with Article 2 of the GTC. If GTC is sent with the first contract through a public carrier, then in case the Buyer does not refuse the text or individual provisions of the General Business Terms and Conditions in writing, within 3 business days, the Buyer is deemed to agree therewith. 17.8. The General Business Terms and Conditions and the complaints rules are posted at Seller's premises and are also available on the Internet at <http://www.dobraagentura.cz>. Upon request, the Seller has the obligation to send the GTC to the Buyer in writing.