

GENERAL TERMS AND CONDITIONS

of the company

Morávek systémy s.r.o.

Trstěnická 932, Litomyšl-Město, 570 01 Litomyšl, Czech Republic, ID No.: 04047231

Registered with the Regional Court in Hradec Králové, Section C, Entry 35123

for the e-shop:

www.moravek-systemy.com

I. General Provisions

1. These General Terms and Conditions (“**GTC**”) of the company Morávek systémy s.r.o., seated at Trstěnická 932, Litomyšl-Město, 570 01 Litomyšl, Czech Republic, ID No.: 04047231, registered with the Regional Court in Hradec Králové, Section C, Entry 35123 (“**Seller**”), govern mutual rights and obligations of the contractual parties arisen in relation to or based on a purchase contract concluded between the Seller and a natural person or an entity (“**the Purchaser**”) arisen based on an order of the Purchaser whereas the subject of the purchase are goods offered on the Web of the Seller (“**Purchase Contract**”). If the Purchaser purchases goods not as an entrepreneur, he is considered to be a consumer. In this case provisions 419, 1810 and foll. of the Czech Civil Code, Act No. 89/2012 Coll. and the provision of the Czech Consumer Act, Act. No. 634/1992 Coll, on the protection of a consumer, applies. Such provisions shall prevail.
2. The e-shop is operated by the Seller on the web page www.moravek-systemy.com (“**Web**”) for the territory of the EU.
3. The GTC apply to the relationship between the Seller and the Purchaser from the moment of the delivery of an Purchaser’s order to the Seller and will be binding between the parties until steps under the Article V. of the GTC are taken (withdrawal from the contract) or until mutual rights and obligations of the parties are settled. By checking “I agree with the General Terms and Conditions” while finalizing the purchase on the Web, the Purchaser gives his consent to the GTC and by finalizing the order on the Web, resp. by its confirmation by the Seller, the Purchaser agrees to be bound by the GTC.
4. The GTC forms an integral part of the Purchase contract. The Purchase contract and the GTC are executed in English. The provision deviating from the GTC can be agreed in the Purchase contract.
5. The Purchaser takes into account and agrees that the GTC may be amended by the Seller from time to time. Such amendment of the GTC however does not affect purchase contracts already concluded.

II. Conclusion of the Purchase Contract

1. The Web shows goods offered by the Seller for sale, including prices for the offered goods. The prices are without VAT (otherwise expressly shown). The offer of goods and their prices remain in validity and binding for the Seller as long as they are displayed in the Web. The Purchaser purchases the goods at the price displayed at the goods at the time of sending an order to the Seller. The Seller is not obligated to enter into a Purchase contract, it is at his entire discretion to confirm an order made by a Purchaser (especially as relates to persons having already breached the Purchase contract).
2. The Web contains information on costs of wrapping and delivery of goods to the Purchaser. Different costs may be applied for different countries within the EU as specified on the Web. The costs being shown on the Web as of the moment of sending an order to the Seller are valid.
3. The ordering process has the following steps. The selected goods of the required quantity is added to the shopping cart by the Purchaser. The Purchaser is required to fill in all required information marked with “ * “ on the ordering form, otherwise it is not possible to complete the order. By checking “I agree with the General Terms and Conditions, Consumer rights guidelines and the GDPR guidelines” the Purchaser confirms that he has read the GTC and agrees with their content.
4. After completing all necessary information in the ordering form and giving the Purchaser’s consent to the General Terms and Conditions, Consumer rights guidelines and the GDPR guidelines, by clicking on “Continue” button the Purchaser is directed to the Order Summary. In the Order Summary the Purchaser shall check and verify all information given and if everything is

all right, he sends the order to the Seller. If the information is not accurate, the Purchaser should go step back and make appropriate changes or corrections. The Purchaser is responsible for the accuracy and correctness of the provided information.

5. The delivery of the order is immediately confirmed by the Seller's automatic message. Such confirmation does not establish the Purchase contract yet. The Seller is entitled, depending on the content of the order, to call the Purchaser to additionally re-confirm the information given in the order (by email or phone).
6. The Purchase contract is entered into between the Seller and the Purchaser by accepting the order by the Seller by a special message (this is not the message under the par. 4).
7. The Purchaser agrees with the use of the means of distance communication (email, phone) while entering into the Purchase contract. The costs of such use are borne by the Purchaser.
8. The Consumer rights guidelines and the GDPR guidelines form an integral part of the Purchase contract.

III. Purchase price, payment conditions

1. The goods purchase price and the delivery and wrapping costs will be paid by means of the payment gateway operated by the Czech company GOPAY s.r.o. GOPAY s.r.o. is an electronic money institution license holder and is subject to the Czech National Bank and Ministry of Finance of the Czech Republic surveillance and regulation. The money sent by the payment gateway is considered to be purchase price and costs deposit to be accounted to the goods purchase price and costs as of the conclusion of the Purchase contract. Along with the purchase price the Purchaser is obligated to pay the wrapping and delivery costs.
2. The Seller will issue an invoice for the goods to the Purchaser. The invoice will be sent along with the goods.

IV. Termination of the Purchase contract

1. If the Purchase contract is concluded by means of distance communication, the Purchaser, who is a consumer, is entitled to withdraw from the Purchase contract within the period of 14 days following the takeover of the goods without stipulating grounds for such termination (Sec. 1829 par. 1 of the Czech Civil Code). The withdrawal notice shall be made in written form and sent to the Seller (not delivered) to his registered address within the said period of time. The Purchaser can use a withdrawal form template forming an Attachment No. 1 hereof.
2. The Purchaser (consumer) is in case of the withdrawal obligated to handover to the Seller all received goods within 14 days of the withdrawal. The goods must be complete, clean, undamaged, in the state and value as of their handover and with the original wrapping. The Purchaser is responsible for the depreciation of the value of the goods. The Purchaser shall compensate the damages to the Seller resulting from returning the damaged or not complete goods. The Seller's claim for the damage can be set-off against the purchase price refund receivable of the Purchaser. The Seller shall inspect the returned goods within 10 days of their handover from the Purchaser.
3. The purchase price for the returned goods including the delivery costs will be refunded to the Purchaser within 14 days following the accepting of returned goods by the Seller by means of its refund to the Purchaser's payment card / bank account. The costs of the Seller connected with the goods return process and the damages can be deducted with the amount. The Purchaser is not entitled to goods returning costs compensation.
4. Unless expressly agreed, the Purchaser (consumer) is not entitled to withdraw from the Purchase contract in cases stipulated in the Sec. 1837 of the Czech Civil Code.
5. The provision of this Article IV., cannot be applied to the Purchase contract concluded with the Purchaser who is not the consumer ("**Entrepreneur**"). The Purchaser – Entrepreneur is entitled to withdraw from the Purchase contract only under the grounds stipulated by the Czech law. In case of valid withdrawal, the rules under par. 2 and 3 of this Article IV. relating to the goods returning and the purchase price refund shall apply.

V. Delivery and handover of the goods

1. The way of delivery of goods is specified and determined by the Seller on the Web (Shopping Cart Section). The delivery is ensured only to the EU countries specifically listed on the Web (Shopping Cart Section). The delivery is procured by a private carrier to the delivery address stipulated by the Purchaser in the purchase order (ordering form). The Seller shall wrap, identify and get ready the goods for the transport in compliance with the Czech Republic law. The delivery costs are charged extra to the purchase price.
2. The Purchaser is obligated to accept the goods as of the delivery of the goods by the carrier. If the goods are not accepted by the Purchaser, the Seller is entitled to charge the Purchaser the costs connected with the refusal of the goods, a storage fee of 1% of the purchase price daily until its handover, damages and further he/she is entitled to withdraw from the Purchase contract.
3. In case goods are necessary to deliver repeatedly or by different way than stipulated in the purchase order due to reasons on side of the Purchaser, the Purchaser is obligated to compensate the costs related to the repeated delivery of the goods or the costs connected with different way of delivery.
4. At the delivery of goods, the Purchaser is obligated to check the integrity of the packaging and in case of any defects he shall announce them to the carrier. By signing of the handover protocol (note) by the Purchaser, the Purchaser confirms that the goods were delivered in good and agreed state.
5. If not agreed or specified on the Web otherwise, the delivery term is 30 days following the conclusion of the Purchase contract.

VI. LIABILITY FOR DEFECTS, GUARANTEE

1. Rights and obligations of the contracting parties relating to the liability for defects of the Seller, incl. the guarantee shall be governed by the Czech law.
2. In case of goods defects, the Purchaser is subject to the rights in compliance with the Czech Civil Code (esp. Sec. 1914 – 1925). The rights arising from the defects of the goods shall be applied at the Seller by sending a reclamation note to the following email address: info@moravek-systemy.cz. In the reclamation note the Purchaser shall specify the character of defects and the purchase contract based on which the defected goods were delivered. The reclamation will be assessed by the Seller who will inform the Purchaser about its result within 30 days following the reclamation note acceptance.
3. While using the goods, the Purchaser shall follow the instructions contained in a manual, which forms a part of the packaging and is also available on the Web. Breaching of such rules means that the Seller is not responsible for any defects of goods or any other negative consequences as a result of such use.

VII. Final provisions

1. The Purchaser becomes the owner of the goods as of the payment of the full purchase price.
2. The Seller is entitled to assign his/her rights and obligations arising from the Purchase contract without a prior approval of the Purchaser.
3. The Seller and the Purchaser mutually agree that their mutual relationships arising out of the Purchase contract shall be governed by the Czech law. The Seller and the Purchaser mutually agree that a particular court of the Czech Republic shall be entitled to resolve any disputes arising out of the Purchase contract.

In Litomyšl on 31 January 2019

Morávek systémy s.r.o.

Attachment No. 1 to the General Terms and Conditions

Withdrawal from the Purchase contract template

(fill in this form only in case you would like to withdraw from the concluded Purchase contract)

Announcement on the Purchase contract withdrawal

Addressee: Morávek systémy s.r.o., Trstěnická 932, 570 01 Litomyšl, Czech Republic

I/We [*] the undersigned, hereby withdraw from the Purchase contract dated [*] for the purchase of the following goods: [*]

- **Name [*], Address [*] of the Purchaser.**

- **Signature of the Purchaser [*]**

- **Date [*]**

(*) Please fill in the sections marked with “ * “