

(the Terms and Conditions in English are a translation of the text of the Terms and Conditions in the Czech language)

1 Introductory provisions

1.1 These General Terms and Conditions govern the content of contractual relationships entered into through the **eshop.sectron.eu** online store (hereinafter also referred to as the „*E-shop*“) between the Seller and the Buyer (hereinafter also referred to as the „*General Terms and Conditions*“ or the „*GTC*“).

1.2 In these General Terms and Conditions, the Seller means **SECTRON s.r.o. Co. Reg. No. 646 17 939 with registered office at Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, Czech Republic**, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 14152 (hereinafter referred to as the „*Seller*“). Contact details of the Seller are published on its website: <https://eshop.sectron.eu/en/contacts/a-5/>. The Seller's customer service number is **+420 556 621 000**, e-mail: **sales@sectron.cz**.

1.3 In these General Terms and Conditions, the buyer means a natural or legal entity to whom the Seller undertakes to hand over the ordered item and to enable that entity to acquire title to the item. The buyer undertakes to accept the item and pay the Seller the purchase price (hereinafter referred to as the „*Buyer*“).

1.4 In accordance with Section 419 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the „*Civil Code*“), in these General Terms and Conditions, a consumer is defined as any person who, outwith the scope of his business activity or outwith the scope of his independent performance of profession, enters into a contract with the business entrepreneur (the Seller) or otherwise deals with the latter (hereinafter referred to as the „*Consumer*“).

1.5 The provisions of these General Terms and Conditions are without prejudice to the mandatory provisions of the legal regulations governing the minimum standard of Consumer protection; if any provision of the legal regulations provides a higher standard of Consumer protection than these General Terms and Conditions, that provision of the legal regulations shall prevail over these General Terms and Conditions.

1.6 The Terms and Conditions also contain information for the Consumer, especially within the meaning of Sections 1811 and 1820 of the Civil Code. Information on the Seller's obligations arising from defective performance, the Consumer's withdrawal from the contract, the complaints procedure and other information for the Consumer are contained in Articles 6, 7, 8 and 9 of these GTC.

1.7 By concluding the Contract in the manner according to Article 2.2 of the GTC, the Buyer confirms that he has read these General Terms and Conditions, that he understands them and that he agrees with their wording. In the event that any provision of these General Terms and Conditions is not clear to the Consumer, or the Consumer wishes to be informed in advance about his consumer rights, he is entitled to contact the Seller before entering into a Purchase Contract, who shall explain the meaning and purpose of the given provision to him; the contact details of the Seller are provided in Article 1.2 of the GTC.

1.8 In accordance with Article 2.2 of the GTC, the Contract was entered into in Czech. These General Terms and Conditions are also drawn up in Czech. In the event that, when translating these General Terms and Conditions or the text of the Contract, concluded by procedure in accordance with Article 2 of these GTC into other languages, a dispute arises as to the meaning of any of their provisions, the Czech version shall prevail.

1.9 Unless otherwise agreed, the Contract concluded in accordance with Article 2.2 of the GTC between the Seller and the Buyer shall be governed by the law of the Czech Republic. This is without prejudice to Article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17. June 2008 on the law applicable in respect of contractual obligations (Roman numeral I).

1.10 Unless otherwise agreed between the Seller and the Buyer, the inclusion of the Buyer's General Terms and Conditions in the contractual relationship concluded pursuant to Article 2 of the GTC is contrary to the Seller's will and the Buyer's General Terms and Conditions shall not apply to this contractual relationship.

2 Conclusion of the Purchase Contract

2.1 All offers in the Seller's online store represent only a non-binding invitation aimed at potential Buyers to submit

an offer to the Seller.

2.2 A Purchase Contract, which establishes an obligation, the content of which is in accordance with these General Terms and Conditions (hereinafter referred to as the „*Contract*“ or the „*Purchase Contract*“), is concluded between the Seller and the Buyer based on a Buyer's order, made through the order form in accordance with the current offer of goods published on the E-shop. The sending of an order on the part of the Buyer takes place the moment he confirms such in the E-shop interface by clicking the button „*Order binding to a payment*“. The order is considered a draft Contract and becomes binding for the Seller only upon its acceptance by the Seller sent to the Buyer's e-mail address specified in the order. The order is binding for the Buyer at the moment of its dispatch. An automatic response according to Article 2.4 of the GTC can never be considered as an acceptance of the order on the part of the Seller. If an order is accepted by the Seller only in relation to a part of the ordered goods, the Contract is concluded between the parties only in relation to the goods specified in the order acceptance. However, if the Buyer, who is a Consumer, does not agree to the conclusion of the Contract only with respect to the goods specified in the order acceptance without undue delay after the acceptance is delivered to him, the Contract shall not be formed at all.

2.3 Upon conclusion of the Purchase Contract, the Seller shall be obliged to transmit the goods to the Buyer and transfer the title to the goods to the Buyer. On the other hand, the Buyer shall be obliged to accept the goods and pay the agreed price to the Seller in the agreed manner.

2.4 Immediately after sending the order, the Buyer receives an automatic response marked as „*Order Confirmation*“, containing the exact specification of the ordered goods, including prices and the method of further communication. This automatic response is for information only and does not have any legal effect.

2.5 The essential information that each order of the Buyer has to contain is:

2. 5. 1 In the case of a natural person: The name, surname, address of residence, e-mail, telephone number, identification of the goods according to the Seller's offer, the required quantity of the goods, total price with and without VAT, the Buyer's billing address (if different from the address of residence);

2. 5. 2 In the case of a natural person engaged in business: The name, surname, identification number, address of the registered office, e-mail, telephone number, identification of the goods according to the Seller's offer, the required quantity of the goods, total price with and without VAT, the Buyer's billing address (if different from the address of the registered office);

2. 5. 3 In the case of a legal person: The business name, identification number, address of the registered office, e-mail, telephone number, identification of the goods according to the Seller's offer, the required quantity of the goods, total price with and without VAT, the Buyer's billing address (if different from the address of the registered office).

2.6 In case of absence of any of the information listed in Article 2.5 of the GTC the Seller is not obliged to accept the order. In this case, the Seller shall contact the Buyer without undue delay in order to eliminate the defects in the order.

2.7 The Buyer expressly agrees that the conclusion of the Contract will be made by means of remote communication, i.e. by means of a mobile phone, tablet, computer or other device that allows conclusion of the Contract in accordance with Article 2.2. Costs incurred on the part of the Buyer when using remote means of communication in connection with conclusion of the Contract (e.g. internet connection costs, telephone call costs, etc.) shall be borne by the Buyer.

2.8 Prior to conclusion of the Contract, the Buyer is enabled to check and change the data entered by the latter in the user interface of the E-shop prior to conclusion of the Contract in accordance the procedure pursuant to Article 2.2, also with regard to the Buyer's option to determine and correct any errors made when entering the data.

2.9 No contractual obligations shall arise between the Buyer and the Seller until the Contract is concluded in the manner specified in Article 2.2 of these General Terms and Conditions.

2.10 The Seller is not obliged to accept the order, especially, but not exclusively, as regards persons who have previously breached their obligations in relation to the Seller.

2.11 A concluded Contract, including the General Terms and Conditions, is archived by the Seller in an electronic form and is not publicly accessible.

2.12 The Buyer acknowledges that the Seller shall not be liable for any errors resulting from any interference of third parties with the website on which the E-shop is operated or as a result of use of this website contrary to its purpose.

3 Subject matter of the Contract, quality and availability of the goods

3.1 The subject matter of the Contract is the goods specified by the Buyer within the order, and specified in the acceptance of the order, sent by the Seller to the Buyer.

3.2 The nature of the ordered goods is indicated in the product descriptions on the E-shop. The goods in the E-shop offer are usually marked with the name and code of the goods and are depicted in a photograph. These photographs are illustrative and do not accurately reflect all features of the goods, in particular the colour of the individual products may vary significantly for technical reasons.

3.3 The information about the goods in stock is only indicative, as the stock of available goods is continuously updated in relation to the sales made. Information on unavailability of goods may appear on the E-shop with a time delay. In the event that the goods, which is the subject matter of an order are unavailable in stock, the Seller shall reject the order without undue delay or notify the Buyer of the expected date when the goods will again be available. If the Buyer does not agree to delivery of the goods within the new expected time limit without undue delay after being notified by the Seller, the Contract shall not be concluded.

4 Purchase Price and Payment Terms

4.1 For each product in the E-shop, the price including value added tax and the price without value added tax is indicated. Prices of the goods are updated daily.

4.2 The purchase price depends on development of the financial market or availability of the goods. For this reason, the Seller reserves the right to change it, including its additional change, i.e. after receipt of an order. A change in the purchase price of an order already received may occur also if the discounted goods are sold out.

4.3 In the event of a change in the price of an order already received, the Seller shall inform the Buyer of this fact without undue delay. If the Buyer does not agree to the new purchase price without undue delay after it has been notified by the Seller, the Contract shall not be concluded.

4.4 The Buyer undertakes to pay the Seller the purchase price of the ordered goods and the cost of shipping, in the manner chosen by the Buyer in the context of the order from the following options:

4.4.1 Cash on delivery, where the Buyer pays the purchase price in cash upon receipt of the goods from the Seller; the payment of the purchase price being a condition of delivery of the goods. In the event that payment by cash on delivery is selected for the order and the goods are to be sent to an address other than the Seller's registered office, the Buyer will be charged a **cash on delivery fee of CZK 41 excluding VAT**, i.e. CZK 50 including VAT, this does not apply in a case where the purchase price of the order exceeds the amount of CZK 10,000;

4.4.2 By wire transfer to the Seller's account:

4.4.2.1 When paying in CZK - Account No. 19-6354370217/0100;

4.4.2.2 When paying in EUR - IBAN: CZ22 0100 0000 8651 5699 0277, SWIFT: KOMBCZPPXXX;

4.4.2.3 When paying in USD - IBAN: CZ07 0100 0000 8652 6952 0247, SWIFT: KOMBCZPPXXX.

In such a case, the Seller is entitled to require a deposit of up to 100% of the purchase price before delivery of the goods. In the event that an advance payment is required, an „Advance Invoice“ document is issued. After delivery of the goods, the value of the advance is deducted in the tax document. In this case, the Buyer is obliged to indicate a variable symbol in the payment, which will be assigned to the Buyer after dispatch of an order. The Buyer's obligation to pay the purchase price is fulfilled the moment the relevant amount is credited to the Seller's account.

4.4.3 Cashless online card payment via GoPay payment gateway.

4.5 In the event that the Buyer requires delivery of a larger quantity of goods or goods of higher value, the Seller reserves the right to require the Buyer to pay a reasonable advance on the purchase price of the goods. For the purposes of this article of these GTC, a larger quantity of goods or goods of higher value shall be understood goods whose purchase price amounts to more than CZK 50,000. For the purposes of this article of these GTC, a reasonable advance payment for the purchase price of the goods shall be 100% of the purchase price of the ordered goods. The deposit must be paid no later than 10 days from the date of acceptance of an order by the Seller and unless otherwise agreed, it is paid for in the same currency as the rest of the purchase price. The Buyer shall pay the deposit within the aforesated period in a cashless form to the bank account of the Seller, of which the Buyer shall be notified by the Seller, otherwise to the account specified in Article 4.4.2 of these GTC according to the currency in which the deposit is to be paid. The Buyer acknowledges that the goods will not be dispatched prior to a payment of the deposit by the Buyer, i.e. after crediting of this amount to the Seller's account. In the event that an advance payment is required, an „*Advance Invoice*“ document is issued. After delivery of the goods, the value of the advance is deducted in the tax document.

4.6 The Seller shall issue a tax document to the Buyer in respect of payments made under the Purchase Contract, which shall be handed over to the Buyer upon delivery of the goods. The seller is a VAT payer.

4.7 Each Buyer registered in the E-shop has a set price category according to the agreed amounts of the ordered goods. The price categories D1, D10, D100 and D500 are also set by agreement with the Seller for non-registered Buyers. A registration may be made at <https://eshop.sectron.eu/en/registrace/>

5 Delivery of Goods

5.1 If the ordered goods are in stock, the Seller will usually deliver the goods to the Buyer within 2 - 10 working days, in exceptional cases and in cases where the goods are not in stock, the delivery time may be longer. Unless otherwise agreed, the place of performance is the Seller's registered office. The goods are supplied in standard packaging from the manufacturer. The Seller shall ensure that the goods are packed in a manner necessary for the preservation and protection of the goods.

5.2 In accordance with the Buyer's choice, the goods will be delivered to the Buyer by one of the following methods:

5.2.1 In the form of personal collection of the goods by the Buyer, at the Seller's registered office at **Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, Czech Republic Mon - Fri from 8:00 a.m. to 3:00 p.m.** In this case, the Buyer does not bear the cost of transporting the goods to the place of collection or the packaging costs.

5.2.2 In the form of delivery of the goods to the address within the Czech Republic chosen by the Buyer. The Seller arranges delivery of the goods through various carriers, from which it selects the most suitable carrier for each specific order, based on the price of transport of the specific goods, the current workload of the carriers, and their capacity. The cost of transport and packaging of the goods in this case is **CZK 120 incl. VAT** (CZK 99.17 excl. VAT). Based on the aforesated criteria, the Seller uses the services of the following shipping companies for delivery of the goods: **General Logistics Systems Czech Republic s.r.o. (GLS); Direct Parcel Distribution CZ s.r.o. (DPD); Česká pošta, s.p. and TOPTRANS EU, a.s., division.** The Buyer is informed by the shipping company of the shipment tracking code (tracking number) after the goods have been dispatched and has the option to change the date and place of delivery. In the event that the Buyer expressly informs the Seller that the goods are to be delivered by one of the aforesated shipping companies, the Seller is obliged to respect this choice of the Buyer. However, the Seller shall not be liable in such case for delivery of the goods later than within the terms specified in Article 5.1 of these GTC.

6 Withdrawal from the Contract

6.1 In accordance with Sec. 1829 in conjunction with Sec. 1818 of the Civil Code, the Buyer, who is a Consumer, has the right to withdraw from the Purchase Contract without giving any reason and without any penalty within 14 days from the date of acceptance of the goods by the Consumer or a third party designated by the Consumer. However, according to Sec. 1837 of the Civil Code, the Buyer may not withdraw from the Purchase Contract, inter alia, if the subject of the Purchase Contract is delivery of goods manufactured according to the Consumer's requirements or adapted to personal requirements of the Consumer, and if the subject of the Purchase Contract is delivery of goods the price of which depends on financial market fluctuations independent of the Seller's will that may occur during the period of withdrawal from the Contract.

6.2 The Buyer must inform the Seller of his withdrawal from the Contract in the form of an unambiguous statement

made to the Seller, preferably by a letter sent by the postal service operator to the Seller's address(**SECTRON s.r.o. Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, Czech Republic**), or by e-mail sent to the Seller's contact e-mail address at **sales@sectron.cz**. The Buyer may use the form available on the website, but is not obliged to do so. In order to comply with the deadline for withdrawal from the Purchase Contract, it is sufficient to send the withdrawal from the Contract before expiry of the relevant deadline.

6.3 The Buyer does not have to state the reason for which he withdraws from the Contract. To facilitate communication, it is advisable to indicate in the withdrawal the date of purchase, the Contract number, the bank details and the chosen method of returning the goods.

6.4 In this case, the Buyer shall return the goods to the Seller in the condition in which he received them, i.e. without signs of wear and tear, or damage, preferably in the original packaging and with all the parts and accessories that he received with the goods. The Buyer is obliged to return the goods to the Seller at own expense by sending them to the address of **SECTRON s.r.o. Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, Czech Republic**, no later than 14 days from the date of withdrawal from the Purchase Contract.

6.5 The Seller shall refund to the Buyer the financial amounts paid within 14 days of receipt of the Buyer's withdrawal from the Purchase Contract, but not before receipt of the goods or before the Consumer proves that he has sent the goods back to the Seller, whichever occurs earlier. The funds shall be returned to the Buyer in a cashless form to the account designated by the Buyer and if the Buyer does not designate such an account in the notice of withdrawal from the Contract or within the time limit under the first sentence of this paragraph, the Seller shall return the funds to the account from which they were paid to it in the case of a cashless payment or by postal order to the Buyer's address in the case that the purchase price was paid in the form of cash on delivery. The Seller is in accordance with its choice entitled to return the funds provided by the Buyer also the moment the goods are returned by the Buyer, if it is possible to examine the condition of the returned goods upon their return.

6.6 If the Consumer, in accordance with Article 5.2.2, has expressly chosen a delivery method other than the cheapest one offered by the Seller, the Seller shall refund the Buyer the cost of delivery of the goods in the amount corresponding to the cheapest delivery method offered.

6.7 The Buyer shall be liable to the Seller for any decrease in the value of the goods resulting from handling the goods in a manner other than that necessary for the Buyer to become familiar with the nature, characteristics and functionality of the goods. The Buyer acknowledges that if the returned goods are damaged, worn and torn, or returned incomplete, the Seller is entitled to compensation from the Buyer for such damage incurred. The Seller is entitled to unilaterally offset the claim for compensation against the Buyer's claim for reimbursement of the financial amounts provided under the Purchase Contract.

7 Liability for defects

7.1 Liability for defects of the Seller in relation to the Buyer, who is a Consumer, is governed by the relevant provisions of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

7.2 The liability of the Seller for defects in the goods in relation to the Buyer, who is not a Consumer, is governed by the relevant provisions of the Civil Code.

7.3 The Seller shall be liable to the Buyer, who is a Consumer, for the fact that the goods sold are free from defects upon receipt of the goods by the Buyer. In particular, the Seller shall be liable to the Buyer for the fact that the goods on receipt correspond to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics, that the goods are suitable for the purpose for which the Buyer requires them and to which the Seller has agreed, and that they are delivered with the agreed accessories and instructions for use, including instructions for assembly or installation.

7.4 The Seller is liable to the Buyer, who is a Consumer, that in addition to the agreed characteristics, the goods are suitable for the purpose for which the goods of this type are usually used, also with regard to the rights of third parties, legal regulations, technical standards or, in the absence of technical standards, codes of conduct of the given field of the industry, and that the goods correspond in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of goods of the same type, which the Buyer can reasonably expect, including in the light of public statements made by the Seller or any other person in the same contractual chain, in particular by advertising or labelling, furthermore that the goods are supplied with such

accessories, including packaging, assembly instructions and other instructions for use, as the Buyer can reasonably expect, and that the goods correspond in quality or workmanship to the sample or specimen, if applicable, provided by the Seller to the Buyer prior to conclusion of the Contract. This article of these GTC does not apply if the Seller has specifically notified the Buyer before conclusion of the Contract that some of the characteristics of the goods differ and where the Buyer has expressly agreed to such when concluding the Contract.

7.5 If the goods have a defect, the Buyer, who is a Consumer, may request its removal. The Buyer may, in accordance with his choice, request delivery of new goods without defect or their repair, unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the other; this shall be assessed in particular with regard to significance of the defect, the value that the goods would have without the defect and whether the defect can be removed by the other method without significant difficulties for the Consumer. The Seller may refuse to remove the defect if it is impossible or unreasonably costly to do so, particularly in view of significance of the defect and the value that the goods would have without the defect. The Seller shall remedy the defect within a reasonable time after the defect has been identified so as not to cause the Consumer significant inconvenience, taking into account the nature of the goods and the purpose for which the Consumer purchased the goods. The Seller shall take over the goods at own expense to remove the defect. If the Consumer does not take possession of the goods within a reasonable time after the Seller has informed the Consumer about the possibility of taking possession of the goods after the repair, the Seller is entitled to a consideration for storage of the goods.

7.6 If a defect appears within one year of receipt, the goods shall be deemed to have been defective upon receipt, unless the nature of the goods or the defect precludes such. This period does not run for the time during which the Buyer cannot use the goods, in a case where the Buyer has rightfully complained about the defect.

7.7 In the event that the Seller has not remedied the defect in accordance with Article 7. 5. of these GTC and in accordance with Section 2170 of the Civil Code or in the event that the Seller refuses to remedy the defect, the Buyer, who is a Consumer, has a right to request a reasonable discount or the right to withdraw from the Contract. The Consumer shall have these rights also in a case where the defect demonstrates itself repeatedly; if the defect represents a material breach of the Contract and in a case where it is evident from the Seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant difficulty for the Consumer. A reasonable time is the period referred to in Article 8.2 of these GTC. A reasonable discount is determined as the difference between the value of the goods without defect and the defective goods received by the Buyer.

7.8 If the Seller is in default in delivering the goods, the Consumer may withdraw from the Purchase Contract if the Seller fails to fulfil its obligation even within an additional reasonable period of time granted by the Consumer. The Consumer may withdraw from the Purchase Contract without an additional time-limit only if the Seller has refused to perform or the performance at the specified time is necessary in view of the circumstances at conclusion of the Purchase Contract or if the Consumer has informed the Seller before conclusion of the Contract that delivery at a certain time is necessary. The Seller shall return to the Consumer without undue delay after withdrawal from the Contract all financial transactions made by the Consumer under the Purchase Contract.

7.9 If the goods are not used, the Buyer is entitled to complain about a defect within 2 years from receipt of the goods. In the case of purchase of used goods, the Buyer is entitled to complain about a defect within 1 year from the date of receipt of the goods.

7.10 The Buyer has no right as regards defective performance if the Buyer himself/itself caused the defect. A defect in the goods is not represented by wear and tear caused by normal use or, in the case of second-hand goods, wear and tear corresponding to the extent of their previous use.

8 Complaints Procedure

8.1 The Consumer shall make a complaint at the Seller's premises and registered office, either in person or in writing. The address of the registered office is **Josefa Šavla 1271/12, Mariánské Hory, 709 00 Ostrava, Czech Republic**. However, the Seller is obliged to accept the complaint both at the registered office or at any premises where this is possible. The Consumer shall inform the Seller what right he has chosen from the defective performance when notifying the defect or without undue delay after notification of the defect. If the Consumer exercises the right under defective performance, the Seller shall issue him a written confirmation when making the claim, in which it shall indicate the date when the Consumer has made the claim, what is its content, what method of the claim settlement is required by the Consumer and the contact details of the Consumer for the purpose of providing information on the claim settlement. After the complaint has been settled, the Seller is obliged to issue to the Consumer a

confirmation of the date and method of settlement of the complaint, including the repair confirmation and duration, or a written justification of the complaint rejection.

8.2 Complaints including removal of defects must be settled and the Consumer informed of this fact without undue delay, no later than 30 days from the date of the complaint submission, unless the Seller and the Consumer agree on a longer period. After expiry of this period in vain, the Consumer may withdraw from the Contract or request a reasonable discount.

8.3 If the claim is found to be justified, the Consumer is entitled to a reimbursement of reasonably incurred costs in conjunction with exercise of his right.

9 Out-of-court dispute resolution and other information for the Consumer

9.1 The Consumer is entitled to send complaints to the Seller by e-mail to: sales@sectron.cz.

9.2 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Co. Reg. No.: 000 20 869, Internet address: <http://www.coi.cz> is competent for out-of-court settlement of consumer disputes. It is possible to use the online dispute resolution platform at <http://ec.europa.eu/consumers/odr>.

9.3 The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21. May 2013 on online resolution of consumer disputes and on amendment of Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on on-line resolution of consumer disputes).

9.4 The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade licensing authority.

9.5 Supervision over the area of personal data protection is exercised by the **Office for Personal Data Protection, with registered office at Pplk. Sochora 27, 170 00 Prague 7.**

9.6 The Czech Trade Inspection Authority also supervises compliance with the Consumer Protection Act within the defined scope.

9.7 If no agreement is reached between the Buyer and the Seller, the general courts of the Czech Republic shall have jurisdiction to resolve mutual disputes between the Buyer and the Seller arising from the Contract concluded in accordance with Article 2.2 of these GTC, unless the Buyer and the Seller agree on another choice of resolution of the dispute, while it is not decisive whether the Buyer is a Consumer or not.

10 Final Provisions

10.1 The Seller declares and the Buyer acknowledges that the Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1820, Para. 1, Clause (n) of the Civil Code.

10.2 The ordered goods remain the property of the Seller until full payment.

10.3 The Seller shall handle the Buyer's personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27. April 2016 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 95/46/EC; the Seller shall not process any personal data without the Buyer's consent, unless such is a personal data processing permitted by this Regulation and, where applicable, other legal regulations. Information on the processing of personal data by the Seller is contained in detail in the Seller's principles of personal data protection.

10.4 The Buyer agrees to the sending of commercial communications by the Seller to the Buyer's e-mail address specified in the order. This consent may be revoked by the Buyer at any time by notification to the Seller's e-mail address specified in Article 1.2 of these GTC.

10.5 In the Purchase Contract, the rights and obligations of the contracting parties may be agreed upon differently from the General Terms and Conditions, whereby the deviating provisions in the Purchase Contract take precedence over the provisions of the General Terms and Conditions.

10.6 If any provision of the General Terms and Conditions or the Contract is or becomes invalid, apparent or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the defective one. The invalidity, apparency, or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the Purchase Contract or the General Terms and Conditions shall have a written form.

10.7 A sample form for withdrawal from the Contract by the Consumer forms an attachment to the General Terms and Conditions.

10.8 These General Terms and Conditions shall take effect on 1. December 2022. The current version of the General Terms and Conditions is published on the Seller's E-shop.