

## General Terms and Conditions of Company

GoodPRO, s.r.o., IN: 64835138

### 1. Introductory provisions

1.1 The seller (hereinafter only as the “**Seller**”) is the company GoodPRO, s.r.o., based in Plzenska 297, CZ330 22 Zbuch, Czech Republic, IN 64835138, TIN CZ64835138, registered in the Business Register maintained by the Regional Court in Pilsen, section C, insert 7676.

1.2 The Seller is entitled to produce and sell products to legal and natural persons (hereinafter only as the “**Buyer**”) based on their orders and the below mentioned general terms and conditions issued in compliance with provision § 1751 and Act no. 89/2012 Coll., the Civil Code (hereinafter only as the “**Civil Code**”), as amended (hereinafter only as “**Terms**”).

1.3 The Buyer takes into consideration that the Seller, the company GoodPRO, s.r.o., has a joint performance agreement with the company EKO-KOM a.s., based in Praha 4, Na Pankraci 1685/17, CZ140 21, IN 25134701, and is incorporated in the joint performance system EKO-KOM under the client number F00030326.

1.4 The purpose of these Terms is to define rights and obligations of the Seller and the Buyer. The Buyer is obliged before posting an order to properly study these Terms. Accepting these Terms (but not granting consent to the processing of personal data in the manner described in Article 13 of the Terms) is a prerequisite for establishing a contractual relationship between the Seller and the Buyer.

1.5 The Seller agrees with these Terms by completing the order to the Buyer and from that moment on it is a subject to these Terms, and other conditions these terms explicitly refer to. The Buyer who does not agree with these Terms and their compliance is not entitled to send the order to the Seller.

### 2. Definitions of Some Expressions

2.1 The contract is a purchase contract, contract for work, or other contract under the Civil Code where the contractual parties are the Buyer and the Seller.

2.2 The Buyer is the person who when concluding and performing the contract acts in the course of his business or other entrepreneurial activity or in exercise of his profession.

### 3. Concluding the Contract

3.1 The Buyer is entitled to place an order in the following ways:

a) electronically on the e-mail address: [info@goodpro.cz](mailto:info@goodpro.cz);

b) in writing on the address: GoodPRO, s.r.o., Dukelska 1247, CZ334 01 Prestice, Czech Republic

c) by phone on the number: +420 377 983 459, considering the phone order must be delivered by the Buyer to the Seller within five (5) work days also in writing (to the address given under a) or b) of this provision of the Terms), otherwise it is not considered a duly placed order.

3.2 Together with the first order the Buyer is obliged to provide their billing information and shipping data. The Buyer is obliged to send the Seller the copy of the Trade Certificate or the Certificate of Incorporation and those subject to VAT also the copy of VAT registration.

3.3 The Buyer is obliged to specify the ordered goods in the order, including the order number, type and amount.

3.4 The properly placed and delivered order from the Buyer is an obliging proposal to contract conclusion with the Seller, while the Buyer is bound with the contract proposal for 21 days after sending the Order.

3.5 The Seller has the right to refuse or not to fulfil the order mainly when there are doubts concerning the Buyer for previous failure to meet the terms of payment, to collect the order etc. on the part of the Buyer. The Buyer must be informed about refusal of the order.

3.6 If the Buyer cancels the order of goods made especially for him, there is a cancellation fee of 100 % from the purchase price of goods.

### 4. Withdrawal from the Contract

4.1 The Buyer can withdraw from the contract only according to the provision § 2001 of the Civil Code.

### 5. Delivery Conditions

5.1 According to the contract the place of delivery is the address given by the Buyer on the order. The Buyer chooses the way of delivery. It is possible to collect the goods:

a) in person on an agreed address;

b) using delivery service such as PPL or others in agreement with the Buyer.

5.2 The price of transport is stated on the current pricelist of the Seller. Packing is not paid by the Buyer. Shipping costs are covered by the Buyer unless otherwise stated in the order.

5.3 The delivery of goods includes a proper tax document.

## 6. Terms of Payment

6.1 Unless stated otherwise the maturity of invoice is set at fourteen (14) days. The method of payment is decided by the Seller and the possibilities are in particular the following:

- a) cash on delivery (the Buyer pays the price of goods after delivery to the courier or at the post office);
- b) bank transfer (after receiving the order the Seller sends to the Buyer the price of goods, account number and variable payment symbol, the Buyer pays the price to the bank account designated by the Seller before sending the goods, otherwise the goods will not be shipped or transferred as this method of payment is considered advance payment);
- c) in cash - personal collection (the price is paid in cash by the buyer on delivery from the hands of the Seller).

6.2 In case of non-compliance with the due date stated in the invoice on the Buyer's side, the Seller is entitled to charge the Buyer the contractual fine of 0.05% for each day of delay.

6.3 The time of payment of the goods is considered to be the date when the relevant payment is credited to the Seller's account or on the day when it is covered in another way to his hands.

## 7. The Price of Goods

7.1 Prices are given on the current pricelist of the Seller valid to the date of the order.

7.2 The Seller can provide the Buyer with the discount upon agreement between the Seller and the Buyer, but only at the Buyer's discretion.

7.3 The prices of products or services are charged with VAT (hereinafter only as "VAT" ) valid at the time of placing the order. If VAT changes after placing the order or by the time of contract conclusion, the Buyer is obliged - considering the kind of payment - to pay the outstanding part of the price or the Seller duly sends to the Buyer an email with information where to send the overpayment.

## 8. Right from Defective Performance

8.1 The Buyer's right from defective performance is constituted by the defect causing a risk of damage for the Buyer, even if with later effect. The right of the Buyer is constituted also by a later occurred defect that the Seller caused by violating his obligation.

8.2 If the defective performance is a substantial violation of the contract, the Buyer is entitled to request first the removal of defect by repair, then a corresponding discount from the purchase price or replacement of the item or supplying a missing item or withdrawal from the contract.

8.3 The above stated order of requests cannot be changed without the consent of the Seller.

8.4 If the defective performance is an unsubstantial violation of the contract the Buyer is entitled to request removal of defect or a corresponding discount from the purchase price.

8.5 The Buyer cannot withdraw from the contract or request replacement if he cannot return the goods in the state he obtained it. This is not valid if:

- a) there was a change of state as a result of inspection to determine the defect;
- b) the Buyer used the item before discovering the defect;
- c) the Buyer made it impossible to return the item in an unchanged state by acting or neglecting, or
- d) The Buyer sold the goods before discovering the defect, consumed it or changed it by using; if it happened only partly the Buyer returns to the Seller what can be returned and gives the Seller compensation up to the amount, in which he benefited from using the item.

8.6 If the Buyer failed to announce the defect in time, he loses the right to withdraw from the contract.

8.7 The rights from defective performance are applied at the Seller at the address: GoodPRO, s.r.o., Dukelska 1247, CZ334 01 Prestice, Czech Republic.

8.8 A defect cannot be considered to be a change of goods that happened during warranty period by using, misusing or interference. The warranty does not cover the changes in goods quality that occurred as a result of usage or natural change of material property or flaws occurring by breaking the rules and principles for usage and maintenance. The service life is determined by the manner and intensity of use and does not have to be as long as the warranty period. When used intensively the life span can be shorter than the warranty provided. The complaint procedure can be initiated if the claimed goods are complete and the general principle of hygiene does not prevent the claims.

8.9 After receiving the defect item a claim form is issued that is in case of mail delivery of the defect item sent via email within seventy two (72) hours after receiving the defect item. In case of personal delivery of the defect item the form is issued on the spot. The complaint is settled within thirty (30) days, unless the Buyer and the Seller agree on a different date or unless conditions such as lack of stock material prevent it.

## 9. Quality Guarantee

9.1 The Seller provides the Buyer with 24 months warranty on the quality of goods from the date of sale. The date is proved by the sales receipt. The complaint shall be filed without undue delay from the time the defect is found. If the complaint is settled by repair, the repair period is not included in the warranty period. If the complaint is settled by replacement, the new warranty period starts on the date of replacement.

## 10. Intellectual Property Rights

10.1 In compliance with these Terms by concluding the contract the Buyer does not acquire any intellectual property rights from the Seller or other persons' intellectual properties. The buyer is not entitled to use the logos and graphics of the Seller, unless the usage is for the purposes of Seller's company promotion and is in compliance with the purpose of the contractual relationship between the Seller and the Buyer.

## 11. Privacy

11.1 The Seller protects the information and personal data received from the Buyer including personal (sensitive) information in accordance with the law.

11.2 When processing personal data the Seller is governed by legal regulations, in particular European Parliament and Council regulation 2016/679 from April 27, 2016 about the protection of individuals with regard to the processing of personal data and free movement of such data and the repealed Directive 95/46/ES (General Regulation on Personal Data Protection).

## 12. Changes in Terms

12.1 These Terms govern the **contractual relationship between the Seller and the Buyer**.

12.2 These Terms are not fixed. If the Buyer does not agree with any part, he is entitled to contact the Seller and give him the counterproposal or comments on these Terms. In interpreting these Terms, the practice established by contractual parties will be applied, but such practice in itself is not capable of altering the text (conditions) of these Terms.

12.3 The Seller is entitled to alter these Terms to a reasonable extent, e.g. due to changes in applicable laws, improvements or other changes. The Seller is particularly entitled to alter the Terms when the necessity of such change results from legal regulations of the Czech Republic according to which contracts are concluded under these Terms.

12.4 The Seller undertakes to publish the changes to the Terms on his webpage [www.goodpro.cz](http://www.goodpro.cz). Changes will not be applied retrospectively and will not take effect earlier than eight (8) days after publication on the above mentioned web page of the Seller. Changes concerning new services or products of the Seller made for legal reasons take effect immediately.

12.5 If the Buyer does not agree with the altered Terms, he is entitled to reject the changes of the Terms and to terminate the contract within seven (7) days after delivery of the written termination to the Seller.

12.6 The Buyer expresses agreement with the changes of the Terms or with the modified wording of the consent to the processing of personal data by placing another order or by using the services of the Seller.

12.7 The Buyer is obliged to check regularly the wording of these Terms.

## 13. Joint and Closing Provisions

13.1 These Terms as well as all relationships between the Seller and the Buyer are governed by the laws of the Czech Republic. For legal settlement of disputes between the Seller and the Buyer the only applicable court is the competent court in the Czech Republic.

13.2 These Terms are written in the Czech language. The Czech version of the Terms is binding and any other language versions of these Terms will be made available for information only.

13.3 The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded from contracts concluded under these Terms.

13.4 If the Buyer violates these Terms and the Seller does not respond to such breach, it does not mean the Buyer waives any rights he may have (such as the right to take necessary legal actions to enforce his rights in the future).

13.5 If it appears that a provision of these Terms is not enforceable this will not affect any other provisions.

13.6 If any obligation resulting from these Terms that does not constitute an essential element thereof becomes unenforceable as a whole or as a part, it is fully separable from other regulations of these Terms, and such invalidity or unenforceability will have no effect on validity and enforceability of any other obligations resulting from these Terms. If the ground of invalidity concerns only a part of the legal action that can be separated from its other content, only this part is invalid under the assumption that if a legal action was taken without the invalid part, the party would recognize the invalidity in time.

13.7 These Terms are in effect from April 1, 2019.