

# BUSINESS TERMS AND CONDITIONS

of the trade company Petr Mader  
Located at Hřebenka 888, 47301 Nový Bor, Czech Republic  
Identification number: 08396582

Listed in: Office competent under Section 71 (2) of the Trade Licensing Act: Nový Bor Municipality.  
for selling goods via an online store located on the internet web addresses  
[www.sipekglass.cz](http://www.sipekglass.cz) and [www.sipekglass.com](http://www.sipekglass.com)

## 1. INTRODUCTORY PROVISIONS

1.1 These business terms and conditions (hereinafter called "Terms and Conditions ") of the trade company Petr Mader, Hřebenka 888, 47301 Nový Bor, Czech Republic, identification number: 08396582, listed in: Office competent under Section 71 (2) of the Trade Licensing Act: Nový Bor Municipality. (hereinafter called " The Seller ")

govern the mutual rights and obligations of the parties arising from or based upon a purchase agreement (hereinafter called "The Purchase Agreement ") concluded between The Seller and any other person or entity (hereinafter referred to as "The Buyer ") via internet shop of The Seller. The internet store is run on the website [www.sipekglass.cz](http://www.sipekglass.cz) and [www.sipekglass.com](http://www.sipekglass.com) through a web interface (hereinafter called "the web interface ").

1.2 These Terms and Conditions also govern the rights and obligations of the parties during the use of The Seller's websites located at [www.sipekglass.cz](http://www.sipekglass.cz) and [www.sipekglass.com](http://www.sipekglass.com) (hereinafter called "the websites ") and other related legal relations. These Terms and Conditions do not apply to cases where a person who intends to purchase goods from The Seller, is ordering the goods within his business activity.

1.3 Provisions derogating from The Terms and Conditions can be agreed upon in The Purchase Agreement. Different arrangements in The Purchase Agreement shall prevail over the terms and conditions.

1.4 Provisions of the Terms and Conditions are an integral part of The Purchase Agreement. The Purchase Agreement and the Terms and Conditions are written in Czech. The Purchase Agreement can be concluded in the Czech language.

1.5 The text of The Terms and Conditions may be changed or supplemented by The Seller. This provision shall not affect rights and obligations arising from the time of the effective period of the previous version of The Terms and Conditions.

## 2. USER ACCOUNT

2.1 On the basis of a registration by The Buyer on the website, The Buyer may access his user interface. From his user interface, The Buyer may order goods (hereinafter called "user account "). In the event that the web interface allows it, The Buyer may also order goods without registration directly from the web interface of the shop.

2.2 During the registration on the website and during ordering of the goods, The Buyer is obliged to provide true and correct data. The data listed in the user account must be updated by the Buyer if any change occurs. The data provided by The Buyer on his user account and during ordering of the goods are considered by The Seller to be correct.

2.3 An access to the user account is secured by username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his user account and he acknowledges that The Seller is not liable for breaching of this obligation by the Buyer.

2.4 The Buyer shall not allow the use of his user account to third parties.

2.5 The Seller may cancel a user account, especially if The Buyer does not use his user account for more than one year, or if The Buyer breaches his obligations arising from the sales agreement (including The Terms and Conditions).

2.6 The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software equipment, or necessary maintenance of hardware and software of third parties.

## 3. CONCLUDING THE PURCHASE AGREEMENT

3.1 The web interface of the shop contains a list of goods offered for sale by The Seller, including the prices of the individual goods offered. The prices of the goods include VAT and all related charges. An offer for the sale of the goods and the prices of these goods remain in force as long as they are displayed in the web interface of the shop. This provision does not restrict The Seller from concluding the purchase agreement under individually negotiated conditions. All offers for sale of the goods placed in the web interface of the shop are non-binding and The Seller is not obliged to conclude a purchase

agreement regarding these goods

- 3.2 The web interface of the shop also includes information regarding the costs associated with packaging and delivery of goods. Information regarding the costs related to packaging and delivery of the goods listed in the web interface of the shop apply only in cases where the goods are delivered within the territory of the Czech Republic.
- 3.3 To order the goods, The Buyer shall fill the form in the web interface of the shop. The order form contains particular information about:
- the goods ordered (The Buyer "inserts" the goods into an electronic shopping cart of the web interface of the shop)
  - the payment method of the purchase price of the goods, information about the desired method of delivery of the ordered goods and
  - information regarding the costs associated with the delivery of goods (hereinafter collectively referred to as "the order").
- 3.4 Before sending an order to The Seller, the The Buyer is allowed to inspect and modify data The Buyer entered into the order, also with regard to The Buyer's opportunity to detect and correct errors made when entering the data into the order. The order shall be send by The Buyer to The Seller by clicking on the "Order" button. The data specified in the order are assumed by The Seller to be correct. The Seller shall immediately, upon receipt of the order, confirm to The Buyer accepting of this order, by sending an e-mail to The Buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as "an electronic address of the Buyer").
- 3.5 The Seller is always entitled, depending on the nature of the order (quantity of goods, the purchase price, estimated shipping costs) to ask The Buyer for additional order confirmation (such as writing or by telephone).
- 3.6 The contractual relationship between The Seller and The Buyer originates by delivering (acceptance) of the order confirmation, which is sent by The Seller to The Buyer by email, to the e-mail address of The Buyer.
- 3.7 The Buyer acknowledges that The Seller is not obliged to conclude a purchase contract, especially with persons who have previously substantially breached the purchase agreement (including The Terms and Conditions).
- 3.8 The Buyer agrees to the use of distance communication in concluding the purchase agreement. The costs incurred by The Buyer when using means of distance communication in connection with concluding of the purchase agreement (the cost of internet access, telephone costs) are paid by The Buyer himself.
- #### 4. PRICE OF GOODS AND PAYMENT TERMS
- 4.1 The price of goods and any costs associated with delivery of goods under the purchase agreement can be paid by The Buyer to The Seller by the following ways:  
by a bank transfer to The Seller's account No. CZ86 2010 0000 0026 0167 1140 (for payments in CZK) or CZ49 2010 0000 0021 0167 1144 (for payments in EUR), registered at FioBanka, (Hereinafter referred to as " The Seller's Account").
- 4.2 Along with the purchase price, The Buyer shall pay The Seller the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price is hereinafter considered to include also the costs associated with the delivery of the goods.
- 4.3 In case of payment in cash or in case of payment on delivery, the purchase price is payable on delivery. In case of non-cash payments, the price is due within 5 days of the conclusion of the purchase agreement.
- 4.4 In case of non-cash payments The Buyer is obliged to pay the purchase price of the goods along with listing the variable symbol of payment. In case of non-cash payment is The Buyer's obligation to pay the purchase price fulfilled, when the correct amount is deposited to The Seller's account.
- 4.5 The Seller is entitled, especially if The Buyer provides no additional confirmation of the order (Article 3.5), to require payment of the full purchase price before sending the goods to The Buyer.
- 4.6 No discounts from the price of the goods, provided by The Seller to The Buyer can be combined.
- 4.7 If it is within the usual course of trade or if it is so stipulated by generally binding legal regulations, The Seller shall, regarding the payments made under the purchase agreement, issue a tax document – an invoice for The Buyer. The Seller is VAT registered. The tax document - invoice shall be issued by The Seller to The Buyer after receiving the payment

of the price of goods and he shall send it electronically to the email address of the Buyer.

#### 5. WITHDRAWAL FROM THE PURCHASE AGREEMENT

5.1 The Buyer acknowledges that under § 53 paragraph 8 of Act No. 40/1964 Coll., of The Civil Code, as amended (hereinafter referred to as "The Civil Code"), among other things,

he cannot withdraw from the purchase agreement for the supply of goods custom modified to wishes of The Buyer, as well as goods subject to rapid deterioration, wear or tear, from the purchase agreement for the delivery of audio and video recordings and computer programs, if the consumer had destroyed their original packaging, and the purchase agreement for the supply of newspapers, periodicals and magazines.

5.2 Except for the case referred to in the Article 5.1 or other cases where The Buyer cannot withdraw from the purchase agreement, The Buyer is entitled, in accordance with § 53 paragraph 7 of the Civil Code, to withdraw from the purchase agreement, within fourteen (14) days from receiving of the goods. Withdrawal from the agreement must be delivered to The Seller within fourteen (14) days from receipt of goods. Withdrawal from the agreement can be sent by The Buyer to the business address of The Seller or The Seller's e-mail address listed below in the Article 11.5 of these Terms and Conditions.

5.3 In case of a withdrawal under the Article 5.2 of the Terms and Conditions, the purchase agreement is canceled from the beginning. The goods must be returned to The Seller within 5 working days after sending the withdrawal to the Seller. The goods must be returned to The Seller undamaged and not worn out and, if possible, in the original packaging.

5.4 Within fifteen (15) days of returning the goods by The Buyer under the Article 5.3 of The Terms and Conditions, The Seller is authorized to perform an examination of the returned goods, in particular in order to determine whether the returned goods are not damaged, worn out, or partially consumed.

5.5 In case of withdrawal under the Article 5.2 of the terms and conditions, The Seller shall return the purchase price to The Buyer within ten (10) days from the deadline for the review of goods according to the Article 5.4 of The Terms and Conditions, but not later than thirty (30) days after the receipt of the withdrawal from the Buyer, and he shall do so by a direct transfer to an account designated by The Buyer. The Seller is also entitled to return the purchase price in cash during returning the goods by The Buyer.

5.6 The Buyer acknowledges that if the goods returned by The Buyer are damaged, worn or partially consumed, The Seller is entitled to the incurred damage reimbursement from The Buyer. The Seller may unilaterally set off a claim against The Buyer against The Buyer's right to a refund of the purchase price.

5.7 If The Buyer is along with the goods given a gift, the gift agreement between The Seller and The Buyer is concluded with an expiry condition, that in case of the withdrawal from the purchase agreement, the deed of the gift is voided and The Buyer is required to return the provided gift to The Seller along with the goods.

#### 6. TRANSPORT AND DELIVERY

6.1 The method of delivery of the goods is determined by The Seller, unless the purchase agreement is concluded otherwise. In the event that the mode of transport is upon the request of the Buyer, agreed otherwise, The Buyer bears the risk of additional costs associated with this mode of transport.

6.2 If The Seller must under the conditions of the purchase agreement deliver the goods at the place designated in the order by The Buyer, The Buyer is obliged to accept the goods on delivery. If The Buyer does not accept the goods on delivery, The Seller is entitled to charge a storage fee of CZK 500 (in words: five hundred Czech crowns) or The Seller is entitled to withdraw from the purchase agreement.

6.3 In case the goods have to be from the reasons on The Buyer's side delivered repeatedly or by other means than stated in the order, The Buyer shall pay the costs associated with repeated delivery of goods, respectively the costs associated with other means of delivery.

6.4 When receiving the goods from the carrier, The Buyer is obliged to check the integrity of the packaging of the goods, and in case of any defects immediately notify the carrier. In case the package is damaged, which would indicate an unauthorized intrusion into the package, The Buyer may refuse to accept the package from the carrier. By signing the packing list, The Buyer confirms that the packaging of the consignment containing the goods was intact.

6.5 Other rights and obligations of the parties during the transport of the goods can be

modified by specific terms of delivery of The Seller if The Seller had issued them.

#### 7. LIABILITY FOR DEFECTS AND GUARANTEE

- 7.1 The rights and obligations of the parties regarding the liability of The Seller for the defects, including the warranty liability of The Seller, shall be governed by generally binding regulations (in particular the provisions of § 612 et seq. of the Civil Code).
- 7.2 The Seller is responsible to The Buyer for selling the item in compliance with the purchase agreement and especially free from defects. A compliance with the purchase agreement means that the item sold has the quality and properties required by the purchase agreement, described by The Seller, the manufacturer or his representative, or the quality and properties expected on the basis of their ads, or usual for the item of this kind. It also means that the item meets the requirements of legislation, that it is in the appropriate quantity, measure or weight and corresponds to the purpose for which it is described by The Seller, or for the purpose the item is usually used.
- 7.3 In the event that the item on receipt by The Buyer is not in conformity with the agreement (hereinafter referred to as "conflict with the agreement"), The Buyer has the right to demand from The Seller, free of charge and without undue delay, to put the product in accordance with the purchase agreement, and to do so according to the Buyer's request, either by exchanging or repairing the item. If such procedure is not possible, The Buyer may request a reasonable discount from the price or withdraw from the agreement. This does not apply if The Buyer had known about the conflict with the agreement prior his acceptance of the goods, or if he has caused the conflict with the agreement himself. Any conflict with the purchase agreement, which will arise within six (6) months from the date of receipt of the item, is considered to already exist prior its acceptance, unless it contradicts the nature of the item, or unless the opposite is proven.
- 7.4 Unless it concerns items that are perishable or used, The Seller is responsible for the defects that manifest as conflict with the purchase agreement after the acceptance of the item, within the time of the warranty (guarantee).
- 7.5 The Buyer's rights arising from The Seller's liability for defects, including the warranty liability of The Seller, shall be submitted by The Buyer to The Seller at his premises at Petr Mader, Ke Koupališti 1390, 47301 Nový Bor, Czech Republic. The moment of filing a claim is considered to be the moment when The Seller has received the claimed goods from The Buyer.

#### 8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1 The Buyer gains the ownership of the goods by paying the full purchase price of the goods.
- 8.2 The Buyer acknowledges that software and other content of the web-based business (including photographs of the goods offered) are protected by copyrights. The Buyer agrees not to engage in any activity that might allow him or third parties to unlawfully interfere or unlawfully use software or other content of the web-based interface of the shop.
- 8.3 The Buyer is not entitled, during using the web interface, to use mechanisms, software or other actions that could adversely affect the operation of the Web Interface of the shop. The web interface of the shop can be used to the extent, that is not at the expense of the rights of other customers of The Seller, and that is consistent with its purpose.
- 8.4 The Seller is not in relation to The Buyer bound by any codes of conduct within the meaning of § 53a paragraph 1 of the Civil Code.
- 8.5 The Buyer acknowledges that The Seller is not responsible for errors arising from the interference of third parties into a web page or as a result of the use of Web pages in ways in contradiction with its purpose.

#### 9. PRIVACY AND SENDING OF BUSINESS COMMUNICATION

- 9.1 Privacy of The Buyer, who is an individual person, is provided by Act No. 101/2000 Coll. about personal data protection, as amended.
- 9.2 The Buyer agrees with processing of the following personal data: name, address, identification number, tax identification number, email address, telephone number, mailing address, and possibly others (all collectively referred to as "personal data").
- 3.9 The Buyer agrees with processing of his personal data by The Seller, for the purpose of realization of the rights and obligations arising from the purchase agreement and for the purpose of maintaining his user account and for the purposes of sending commercial messages and information to The Buyer.
- 9.4 The Buyer acknowledges that he is obliged to enter his personal information (when

registering, in his user account, when ordering from the web interface of the shop) correctly and truthfully and that it he is obliged to inform The Seller of a change in his personal data.

9.5 The Seller may appoint a third person, as the processor, to process personal data of The Buyer. Except for persons transporting the goods, the personal data shall not be given to third persons without prior consent of The Buyer.

9.6 The personal data shall be processed for an indefinite period. The personal data will be processed electronically by an automated manner or in a printed form by a non-automated manner.

9.7 The Buyer confirms that the personal data provided is accurate and that he was advised that it is voluntarily provided personal information.

9.8 In the event that The Buyer thinks The Seller or the processor (Article 9.5) performs the processing of personal data that is inconsistent with the protection of private life of The Buyer or against the law, especially if personal data are inaccurate with regard the purpose of their processing, he may:

9.8.1. ask The Seller or the processor for an explanation,

9.8.2. require The Seller or the processor to correct the situation. In particular, it may be a blocking, correction, supplementing or liquidation of personal data. If The Buyer's request under the preceding sentence is found justified, The Seller or processor shall remove the problem. If The Seller or the processor fails to do so, The Buyer has the right to appeal directly to the Office for personal data protection. This provision shall not affect the Buyer's right to take his issue to the Office for personal data protection directly.

9.9 If The Buyer asks for information about processing of his personal data, The Seller must provide this information. The Seller has the right to require reasonable compensation for providing information under the preceding sentence, not exceeding the cost of providing such information.

9.10 The Buyer agrees to receive information related to goods, services or company of The Seller to the e-mail address of The Buyer and agrees to receive commercial communications from The Seller to the e-mail address of The Buyer.

#### 10. DELIVERY

10.1 Unless otherwise agreed, all correspondence related to the purchase agreement must be delivered to the other Party in writing, by e-mail, in person or via registered mail service (selected by the sender). The Buyer gets the messages delivered to the e-mail address specified in his user account.

10.2 The message is delivered:

10.2.1. in case of delivery by e-mail upon its acceptance by the incoming mail server. The integrity of messages sent by electronic mail may be secured by a certificate,

10.2.2. in case of delivery in person or via postal service provider, by accepting the consignment by the addressee,

10.2.3. in case of delivery in person or via postal service also by refusing to accept the shipment, if the addressee (or person authorized to accept shipment for him) refuses to accept the consignment,

10.2.4. in case of delivery by postal services by expiry of ten (10) days period from the day the consignment is placed in the storage at the postal service provider and the request to the addressee to accept the consignment is sent, if the consignment is stored at the postal service provider, even if the addressee does not learn about its storage.

#### 11. FINAL PROVISIONS

11.1 If a relationship associated with the use of the websites or the legal relationship of the purchase agreement includes international (foreign) element, then the parties agree that the relationship is governed by the Czech law. This does not affect the rights of a consumer resulting from the generally binding legal regulations.

11.2 The Seller is entitled to sell goods under a trade license and his activity is not subject to other authorization. The trade control is carried out by the Licensing Authority, within the scope of its rights.

11.3 If any provision of the Terms and Conditions is or becomes invalid or ineffective, instead of the invalid provision, the provision whose meaning is the closest to the invalid provision becomes effective. Invalidity or unenforceability of one provision does not affect the validity of other provisions. Amendments and supplements to the purchase agreement or The Terms and Conditions require a written form.

11.4 The purchase agreement including The Terms and Conditions is archived by The Seller in an electronic form and it is not accessible.

11.5 Contact information of The Seller:

mailing address: Petr Mader, Hrebenka 888, Nový Bor, Czech Republic

e-mail address: [petr.mader@icloud.com](mailto:petr.mader@icloud.com)

the contact person responsible for the operation of e-shop: Petr Mader (e-mail: [petr.mader@icloud.com](mailto:petr.mader@icloud.com)).

In Nový Bor, on 01/09/2019