

GENERAL TERMS AND CONDITIONS

Of the Company

Activair s.r.o.

With its registered office at Hillova, 1562/15a, 747 05 Opava

Identification number: 28605837

Registered in the Commercial Register kept at the Regional Court in Ostrava, section C, file 34300

For the sale of goods via an online store located at <https://eshop.activair.cz/> and <https://eshop.activair.en/>

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter only as the “**GTC**”) of the Company Activair s.r.o., with the registered office at Hillova 1562/15a, 747 05 Opava, identification number: 28605837, registered in the Commercial Register kept at the Regional Court in Ostrava, section C, file 34300 (hereinafter only as the “**Seller**”) regulate, in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only as the “**Civil Code**”), mutual rights and obligations of the Contracting Parties arising in association with or on the basis of a purchase contract (hereinafter only as the “**Purchase Contract**”) concluded between the Seller and another natural person (hereinafter only as the “**Buyer**”) through the Seller’s online store. The Seller’s online store is operated on a website located at the address of <https://eshop.activair.cz/> (hereinafter only as the “**Website**”), through the Website interface (hereinafter only as the “**Web Interface of the Store**”).
- 1.2. The GTC shall not apply to cases where the person who intends to purchase goods from the Seller is a legal entity or a person who acts when ordering goods in the course of their enterprise or in the course of their independent profession.
- 1.3. Any provisions deviating from the GTC may be agreed in the Purchase Contract. The deviating provisions in the Purchase Contract shall take precedence over the provisions of the General Terms and Conditions.
- 1.4. The provisions of the GTC shall form an integral part of the Purchase Contract. The Purchase Contract and GTC have been drawn up in the Czech language. The Purchase Contract may be concluded in the Czech language.
- 1.5. The Seller is entitled to amend or supplement the wording of the GTC. The rights and obligations arising during the period of validity of the previous version of the General Terms and Conditions shall remain unaffected by this provision.

2. USER ACCOUNT

- 2.1. On the basis of the Buyer’s registration completed on the Website, the Buyer may access their user interface. The Buyer may order goods using their user interface (hereinafter only as the “**User Account**”). In the event that the Web Interface of the Store allows it, the Buyer may also order goods without registration directly from the Web Interface of the Store.
- 2.2. When registering on the Website and when ordering goods, the Buyer shall provide the correct and true information. The Buyer shall update the information specified in the User Account in the event of any change. The information provided by the Buyer in the User Account and when ordering goods shall be deemed correct by the Seller.

- 2.3. Access to the User Account is secured by a username and password. The Buyer shall maintain confidentiality regarding the information necessary to access their User Account.
- 2.4. The Buyer may not permit any third parties to use the User Account.
- 2.5. The Seller may cancel the User Account, especially if the Buyer fails to use their User Account for more than 365 days or if the Buyer violates their obligations under the Purchase Contract (including the General Terms and Conditions).
- 2.6. The Buyer acknowledges that the User Account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the Seller or the necessary maintenance of third party hardware and software.

3. CONCLUDING THE PURCHASE CONTRACT

- 3.1. All presentation of goods placed on the Web Interface of the Store is of an informative nature and the Seller is not obliged to conclude the Purchase Contract on these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.
- 3.2. The Web Interface of the Store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if the goods cannot, by their nature, be returned by regular mail. The prices of the goods are listed including value added tax and all related fees. The prices of the goods shall remain valid as long as they are displayed on the Web Interface of the Store. This provision shall not limit the possibility of the Seller to conclude the Purchase Contract under individually agreed terms and conditions.
- 3.3. The Web Interface of the Store also contains information on the costs associated with the packaging and delivery of the goods. The information on costs associated with the packaging and delivery of the goods listed on the Web Interface of the Store is valid only in cases where the goods are delivered within the territory of the Czech Republic.
- 3.4. So as to order goods, the Buyer shall complete an order form on the Web Interface of the Store. The order form contains in particular information about:
 - 3.4.1. The ordered goods (the ordered goods are “placed” by the Buyer into the electronic shopping cart of the Web Interface of the Store);
 - 3.4.2. The method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods; and
 - 3.4.3. Information on the costs associated with the delivery of the goods (hereinafter jointly as the “Order”).

Prior to sending the Order to the Seller, the Buyer may check and change the data and information entered in the Order by the Buyer, also with regard to the Buyer’s capacity to detect and correct errors made when entering data into the Order. The Buyer sends the Order to the Seller by clicking on the “Order” button. The data specified in the Order shall be deemed correct by the Seller. Without any undue delay upon receiving the Order, the Seller shall confirm its receipt to the Buyer by electronic mail to the Buyer’s e-mail address specified in the User Account or in the Order

(hereinafter only as the “**Buyer’s Electronic Address**”).

- 3.5. Depending on the nature of the Order (quantity of goods, purchase price, or estimated shipping costs), the Seller may always request the Buyer to provide an additional confirmation of the Order (for example, in writing or by telephone).
- 3.6. The contractual relationship between the Seller and the Buyer shall be concluded upon the service of the receipt of the Order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer’s Electronic Mail Address.
- 3.7. The Buyer hereby agrees to the use of means of distance communication when concluding the Purchase Contract. The costs incurred by the Buyer when using the means of distance communication in association with the conclusion of the Purchase Contract (the costs of the internet connection or the costs of telephone calls) shall be borne by the Buyer, while these costs do not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The Buyer may pay the Seller the price of goods and any costs associated with the delivery of goods under the Purchase Contract in the following manners:
 - In cash on delivery at the place specified by the Buyer in the Order;
 - By bank transfer to the Seller’s account No. 260657500/0300, kept at ČSOB a.s. (hereinafter only as the “**Seller’s Account**”);
 - By wire transfer through the GOPay and PayPal payment systems;
 - By payment card.
- 4.2. Together 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 shall also include the costs associated with the delivery of goods.
- 4.3. The Seller does not require a deposit or any other similar payment from the Buyer. The provisions of Art. 4.6 of the General Terms and Conditions concerning the duty to pay the purchase price in advance shall remain unaffected.
- 4.4. In the case of payment in cash or in the case of the cash-on-delivery payment, the purchase price shall be payable upon receipt of the goods. In the case of non-cash payment, the purchase price shall payable within 7 days upon concluding the Purchase Contract.
- 4.5. In the case of non-cash payment, the Buyer shall pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the Buyer’s obligation to pay the purchase price is complied with upon crediting the relevant amount to the Seller’s account.
- 4.6. In the event that the Buyer fails to provide the additional confirmation of the Order (Art. 3.5), the Seller may request the payment of the entire purchase price prior to dispatching the goods to the Buyer. The provisions of Section 2119 (1) of the Civil Code shall not apply.

- 4.7. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with one another.
- 4.8. If it is customary in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue a tax document (an invoice) to the Buyer regarding any payments made on the basis of the Purchase Contract. The Seller is a value added taxpayer. The tax document (invoice) will be issued by the Seller to the Buyer upon payment of the price of the goods and will be sent in the electronic form to the Buyer's Electronic Address.
- 4.9. According to the Act on the Registration of Sales, the Seller shall issue a receipt to the Buyer. At the same time, the Seller shall register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 5.1. The Buyer acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the Purchase Contract for the supply of goods which were modified according to the Buyer's specification or for the Buyer, from the Purchase Contract for the delivery of perishable goods and goods which was irretrievably mixed with other goods after delivery, from the Purchase Contract for the supply of goods in a sealed package which the consumer has removed from the packaging and cannot be returned for hygienic reasons, and from the Purchase Contract for the supply of audio or video recordings or computer programme packaging if the original packaging has been damaged.
- 5.2. Unless it is a case specified in Art. 5.1 of the GTC or any other case when it is impossible to withdraw from the Purchase Contract, In accordance with the provisions of Section 1829 (1) of the Civil Code, the Buyer may withdraw from the Purchase Contract within fourteen (14) days upon receipt of the goods, whereas in the event that the subject matter of the Purchase Contract consists of multiple types of goods or the delivery of multiple parts, the period commences to run from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Contract shall be sent to the Seller within the period specified in the previous sentence. In order to withdraw from the Purchase Contract, the Buyer may use the template form provided by the Seller, which forms an annex to the General Terms and Conditions. Withdrawal from the Purchase Contract may be sent by the Buyer to the address of the Seller's establishment or to the Seller's e-mail address at eshop@activair.cz.
- 5.3. In the event of the withdrawal from the Purchase Contract under Art. 5.2 of the GTC, the Purchase Contract shall become null and void. The Buyer shall return the goods to the Seller within fourteen (14) days upon the service of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs associated with the return of goods to the Seller, even if the goods cannot be returned due to its nature by regular mail.
- 5.4. In the event of the withdrawal from the Purchase Contract under Art. 5.2 of the GTC, the Seller shall return the funds received from the Buyer within fourteen (14) days upon the withdrawal from the Purchase Contract by the Buyer in the same manner as the Seller received the funds them from the Buyer. The Seller may also return the performance provided by the Buyer upon returning the goods by the Buyer or in another manner if the Buyer agrees and the Buyer does not incur additional costs. If the Buyer withdraws from the purchase contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods or demonstrates dispatching the goods to

the Seller.

- 5.5. The Seller may unilaterally set off the right to compensation for damage incurred on the goods against the Buyer's right to a refund of the purchase price.
- 5.6. In cases where the Buyer is entitled to withdraw from the Purchase Contract in accordance with the provisions of Section 1829 (1) of the Civil Code, the Seller may also withdraw from the Purchase Contract at any time, until the goods are received by the Buyer. In such a case, the seller shall return the purchase price to the Buyer without undue delay via the bank transfer to the account specified by the Buyer.
- 5.7. In the event that a gift is provided to the Buyer together with the goods, the gift contract between the Seller and the Buyer shall be concluded with the resolutive condition that if the Buyer withdraws from the Purchase Contract, the gift contract shall become ineffective in relation to the gift concerned and the Buyer shall return the offered gift.

6. TRANSPORT AND DELIVERY OF GOODS

- 6.1. In the event that the transport method is contracted on the basis of a special request of the Buyer, the Buyer shall bear the risk and any additional costs associated with this transport method.
- 6.2. In accordance with the Purchase Contract, if the Seller is obliged to deliver the goods to the place specified by the Buyer in the order, the Buyer shall receive the goods upon delivery.
- 6.3. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in another manner than specified in the order, the Buyer shall pay the costs associated with repeated delivery of goods or the costs associated with another delivery method.
- 6.4. Upon receipt of the goods from the carrier, the Buyer shall inspect the integrity of the packaging of the goods and immediately notify the carrier in the case of any defects. In the case of establishing damage to the packaging indicating unauthorised entry into the shipment, the Buyer may not accept the shipment from the carrier. The Buyer's rights from liability for defects in the goods and other Buyer's rights arising from generally binding legal regulations shall remain unaffected.
- 6.5. Any other rights and obligations of the Contracting Parties in the transport of goods may be governed by the special delivery termed conditions of the Seller if issued by the Seller.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

- 7.1. The rights and obligations of the Contracting Parties regarding the rights arising from defective performance shall be governed by the applicable generally binding legal regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
- 7.2. The Seller warrants the Buyer that the goods are free of defects upon receipt. In particular, the Seller warrants the Buyer that upon receiving the goods by the Buyer:
 - 7.2.1. The goods have the qualities and features agreed upon by the Contracting Parties and, in the absence of an agreement, have the qualities and features described by the Seller or the

manufacturer or which the Buyer expected with regard to the nature of the goods and on the basis of the applicable advertising and promotion;

- 7.2.2. The goods are fit for the purpose specified by the Seller for their use or for which goods of this type are commonly used;
 - 7.2.3. The goods comply, in terms of quality or design, with the agreed sample or model, if the quality or design was determined according to the agreed sample or model;
 - 7.2.4. The goods are in the appropriate quantity, measure or weight; and
 - 7.2.5. The goods comply with the requirements of legal regulations.
- 7.3. If the defect occurs within six months upon receipt, the goods shall be deemed to have been defective at the time of receipt.
 - 7.4. The Seller hereby assumes the obligations from defective performance at least to the extent that the obligations from defective performance of the manufacturer apply. The Buyer may otherwise claim the defect which occurs in the consumer goods within twenty-four months upon receipt. If, in accordance with other legal regulations, the period for which the goods can be used is indicated on the goods sold, on their packaging, in the instructions attached to the goods or in advertising, the provisions on the quality warranty shall apply. By means of the quality warranty, the Seller undertakes that the goods will be fit for use for the intended purpose for a certain period of time or that they will retain their usual properties. If the Buyer has legitimately claimed the defect of the goods against the Seller, the period for exercising the rights arising from the defective performance or the warranty period shall cease to run for the period during which the Buyer cannot use the defective goods.
 - 7.5. The provisions stipulated in Art. 7.4 of the GTC shall not apply to goods sold at a lower price to a defect for which the lower price has been agreed, to wear and tear caused by the normal use, to used goods to a defect corresponding to the degree of use or wear and tear which the goods had when received by the Buyer, or if this is due to the nature of the goods. The Buyer may not claim the right from defective performance provided that the Buyer was aware, prior to receiving the goods, that the goods had a defect, or if the defect is attributable to the Buyer.
 - 7.6. The rights from the liability for defects of the goods shall be claimed against the Seller. However, if the acknowledgment issued by the Seller regarding the scope of rights from liability for defects (in the sense of the provisions of Section 2166 of the Civil Code) specifies another person for repair closer to the Seller or Buyer's place, establishment or address, the Buyer shall exercise the right to repair with the entity authorised to perform the repair. Except in cases where another entity is authorised to carry out the repair according to the previous sentence, the Seller shall accept complaints in any establishment where acceptance of complaints is possible with respect to the range of products sold or services provided, or at the Seller's registered office or place of business. The Seller shall issue a written acknowledgment to the Buyer specifying when the Buyer exercised the right, the content of the complaint, and the method of handling the complaint required by the Buyer; as well as an acknowledgment of the date and method of handling the complaint, including a certificate of the repair and its duration, or a written justification for dismissing the complaint. This obligation shall also apply to any other persons authorised by the Seller to perform the repair.

- 7.7. The Buyer may specifically exercise the rights from liability for defects of the goods in person at the company's registered office, by telephone at +420 595 171 552 or by electronic mail at eshop@activair.cz.
- 7.8. The Buyer shall notify the Seller of the selected right to exercise upon notification of the defect or without undue delay after notification of the defect. The Buyer cannot change the choice made without the consent of the Seller; this shall not apply if the Buyer has requested the repair of a defect which proves to be irreparable.
- 7.9. Unless the goods have the qualities or properties specified in Art. 7.2 of the GTC, the Buyer may also request the delivery of new goods without defects, unless this is disproportionate with respect to the nature of the defect; yet if the defect concerns only a component of the goods, the Buyer may only request the replacement of the component concerned part; if this is not possible, the Buyer may withdraw from the contract. However, if it is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Buyer is entitled to free removal of the defect. The Buyer is entitled to have new goods delivered or components replaced even in the case of a remediable defect, unless the Buyer may use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In this case, the Buyer may withdraw from the contract. Unless the Buyer withdraws from the contract or exercises the right to have the new goods without defects delivered, to have their components replaced, or to have the goods repaired, the Buyer may request a reasonable discount. The Buyer is entitled to a reasonable discount even if the Seller cannot deliver new goods without defects, replace their components or repair the goods, as well as if the Seller fails to arrange a remedy within a reasonable period of time or if arranging a remedy would cause significant difficulties to the Buyer.
- 7.10. Whoever has the right according to Section 1923 of the Civil Code is also entitled to the compensation of the costs expediently incurred in exercising this right. However, unless the right to compensation is exercised within one month upon the expiry of the time limit within which the defect must be claimed, the court will not grant the right if the Seller alleges that the right to compensation was not exercised in due time.
- 7.11. Any other rights and obligations of the Contracting Parties related to the Seller's liability for defects may be regulated by the Seller's complaint procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1. The Buyer shall acquire the ownership title to the goods upon the payment of the entire purchase price of the goods.
- 8.2. In relation to the Buyer, the Seller is not bound by any codes of conduct pursuant to the provisions of Section 1826 (1) (e) of the Civil Code.
- 8.3. The Seller shall handle consumer complaints via the electronic address at eshop@activair.cz. The Seller shall notify the Buyer on the settlement of the Buyer's complaint to the Buyer's Electronic Address.
- 8.4. Any out-of-court settlement of consumer disputes arising from the Purchase Contract shall be entrusted to the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15,

120 00 Prague 2, ID No.: 000 20 869, website: <https://adr.coi.cz/cs>. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> may be used to resolve disputes arising from the Purchase Contract between the Seller and the Buyer.

- 8.5. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskypotřebitel.cz> serves as a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
- 8.6. The Seller is entitled to sell goods on the basis of a trade licence. The competent Trade Licensing Authority is in charge of the trade licensing inspection within the scope of its competence. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 8.7. The buyer hereby assumes the risk of a change of circumstances pursuant to 1765 (2) of the Civil Code.

9. PERSONAL DATA PROTECTION

- 9.1. The Seller hereby complies with its obligation to provide information to the Buyer within the meaning of Article 13 of 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 (General Data Protection Regulation) (hereinafter only as the “**GDPR Regulation**”) related to the processing of personal data of the Buyer for the purposes of performance of the Purchase Contract, for the purposes of negotiating the Purchase Contract, and for the purposes of fulfilling public law obligations of the Seller by means of a special document.

10. SENDING COMMERCIAL MESSAGES AND STORING COOKIES

- 10.1. Pursuant to the provisions of Section 7 (2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, the Buyer hereby agrees to be sent commercial communications by the Seller to an Buyer’s Electronic Address or to the telephone number. The Seller fulfils its information obligation towards the Buyer within the meaning of Art. 13 of the GDPR Regulation related to the processing of the Buyer’s personal data for the purpose of sending commercial communications by means of a special document.
- 10.2. The Buyer hereby agrees to the storage of so-called cookies on the Buyer’s computer. If it is possible to make a purchase on the website and fulfil the Seller’s obligations under the Purchase Contract without storing the so-called cookies on the Buyer’s computer, the Buyer may revoke the consent under the previous sentence at any time.

11. SERVICE OF DOCUMENTS

- 11.1. The Buyer may be served to the Buyer’s Electronic Address.

12. FINAL PROVISIONS

- 12.1. In the event that the relationship established by the Purchase Contract contains an international (cross-border) element, then the Contracting Parties agree that the relationship shall be governed by Czech law. The choice of law under the previous sentence shall not deprive the Buyer who is a consumer of the protection provided by the provisions of the law which cannot be derogated from by contract and which, in the case of non-existence of the choice of law, would otherwise apply pursuant to the provisions of Article 6 (1) of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 12.2. If any provision of the General Terms and Conditions is or becomes invalid or ineffective, the invalid or ineffective provision shall be replaced by a provision the meaning of which is as close as possible to the invalid and ineffective provision. The validity of the other provisions shall remain unaffected by the invalidity or ineffectiveness of one provision.
- 12.3. The Purchase Contract, including the General Terms and Conditions, is archived by the Seller in the electronic form and is not accessible.
- 12.4. A template form for the withdrawal from the Purchase Contract shall form an annex to the GTC.
- 12.5. Seller's contact details: postal address: Hillova 31562/15a, 747 05 Opava; electronic mail address: eshop@activair.cz; phone: +420 595 171 552.

In Opava on 1 January 2021