Terms and conditions

I. Basic provisions

- These General Terms and Conditions of Sale (hereinafter referred to as "GTCS") govern the relationship between the parties to the purchase contract, namely, on the one hand, the company FOR X- TREME DISTRIBUTION s.r.o., identification number: 042 52 535, with registered office at No. 128, 252 04 Čisovice, registered in the Commercial Register kept by the Municipal Court of Prague, file number: C 244758, as the seller (hereinafter referred to as the "Seller") and, on the other hand, the buyer (hereinafter referred to as the "Buyer").
- 2. The Buyer is a consumer or a business.
- 3. A consumer is any person who, outside the context of his commercial activity or the independent exercise of his profession, concludes a contract with the seller or deals with him in any other way.
- 4. An entrepreneur is a person who carries on independently, on his own account and under his own responsibility, a gainful activity by means of a trade or similar activity, with the intention of doing so systematically with a view to making a profit. For the purposes of consumer protection, an entrepreneur includes, inter alia, any person who enters into contracts in the course of his own business, manufacture or similar activity or in the independent exercise of his profession, or any person who acts in the name of or on behalf of an entrepreneur. For the purposes of the GTC, an entrepreneur is defined as a person who is acting in accordance with the previous sentence in the course of his business. If the purchaser indicates his identification number in the order, he acknowledges that the rules set out in the GTC for entrepreneurs apply to him.
- 5. By placing an order, the purchaser confirms that he/she has read these GTC, which form an integral part of the pre-contractual communication referred to in Article II. GTC, the complaints procedure and the information on the processing of personal data, in the version in force at the time the purchaser sends the order, and further confirms that he/she has fully understood their content and meaning.

6. The purchaser will receive a copy of the GTC as an attachment to the order confirmation at the e-mail address specified. The purchaser will receive an invoice containing the basic contractual data, including a receipt in accordance with the law on the registration of sales and a document in accordance with the law on the registration of sales and a tax document in the form of a link to download the invoice. The buyer agrees to this. Links to these documents are sent to the Buyer at the e-mail address provided by the Buyer at the time of ordering or are available after accessing the Buyer's user profile in My Sellers, sub-section My Purchases.

II. Pre-contractual communication

- 1. The seller informs that:
 - a. its contact e-mail address is info@hannahoutdoor.co.uk, it can also be contacted by telephone on +420 606 300 406.
 - b. the cost of the means of remote communication does not differ from the basic tariff (in the case of an internet and telephone connection in accordance with the conditions of the purchaser's operator, the seller does not charge any additional costs, this does not apply to the contractual transport);
 - c. requires payment of the purchase price before the buyer accepts the seller's service, or the obligation to make a deposit or similar payment applies to the buyer's requirements for specific services, if they are required and provided;
 - d. The Seller does not enter into contracts the subject matter of which is repeated performance;
 - e. Prices for goods and services on the website operated by the Seller are quoted inclusive of VAT and exclusive of VAT, including all statutory charges, but the cost of delivery of goods or services will vary according to the mode and provider of transport and the method of payment;

- f. if the purchaser is a consumer, the latter has the right to cancel the contract (unless otherwise specified below) within a period of fourteen (14) days, which runs, in the case of
 - i. a purchase contract, from the date of receipt of the goods
 - ii. a contract for several goods or for the supply of several parts, from the date of acceptance of the last delivery of the goods; or
 - iii. a contract for the regular delivery of goods, from the date of acceptance of the first delivery of goods;
 - iv. The withdrawal must be sent to the address of the seller's registered office or to its e-mail address, communicated in person in one of the seller's shops, communicated by telephone, or the buyer may use the withdrawal form on the seller's website: link ;
- g. the consumer may not cancel the contract concluded, in particular but not exclusively :
 - i. the supply of services which the seller has performed with the consumer's prior express consent before expiry of the withdrawal period ;
 - ii. the delivery of goods tailored to the consumer's wishes or person;
 - iii. the delivery of perishable goods and goods that have been irretrievably mixed with other goods after delivery;
 - iv. the delivery of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for reasons of hygiene;
- h. in the event of withdrawal from the contract, the consumer shall bear the cost of returning the goods and, in the case of a contract concluded by distance

communication, the cost of returning the goods if, due to their nature, they cannot be returned by normal postal means;

i. if a consumer has a complaint, they may do so via the contact form here, or they may contact the supervisory authority or the state supervisory authority.

III. THE CONTRACT

Conclusion of the contract

- 1. The purchaser may conclude the contract by accepting the offer to conclude the contract on the website operated by the seller, by placing the goods he wishes to purchase in the shopping basket. Before bindingly confirming the order, the purchaser has the right to modify the service requested, the transport and the method of payment, i.e. to check all the data and specifics of the service selected in the order. On the basis of its many years of customer experience, the seller will recommend to the purchaser, on a non-binding basis, popular and recommended items corresponding to the service requested, which the purchaser can simply remove from the order in the shopping basket before concluding the transaction. The purchase contract is formed by the buyer sending the order, after choosing the method of shipment and payment, and by the seller accepting the order. The seller confirms without delay the conclusion of the contract to the buyer by email to the address chosen by the buyer. The seller and the buyer have agreed that the seller is not responsible for any data transmission errors when the purchase contract is concluded.
- 2. The goods are presented in the seller's online shop at www.hannahoutdoor.co.uk in the form of overview sheets for individual categories. The details of each sheet contain the name, a brief description of the goods, a picture and further technical information about the goods. The colours in the product photos may differ slightly from the actual product colour due to the buyer's screen settings. The seller is not responsible for any differences in the colour of the products due to the settings of the buyer's technical terminal equipment.
- 3. The current version of the GTC, including the Seller's complaints procedure in text form, is enclosed with the confirmation of the conclusion of the purchase contract. The concluded purchase contract (including the agreed price) may only be changed or cancelled with the agreement of the parties or on legal grounds, unless otherwise stated in the GTC.

4. The contract concluded shall be archived by the seller for at least five years from its conclusion, but no longer than the period stipulated by the applicable legal provisions, for the purposes of its proper performance, and shall not be accessible to uninvolved third parties. Information on the various technical steps leading to the conclusion of the contract can be found in these General Terms and Conditions, where the process is clearly described.

Delivery of the item purchased

- 1. Under the purchase contract, the seller undertakes to deliver the item purchased to the buyer and to allow the buyer to acquire ownership of it, and the buyer undertakes to take charge of the item and to pay the seller the purchase price.
- 2. The seller reserves the right of ownership of the item and the buyer does not become the owner until the purchase price has been paid in full.
- 3. The seller hands over the item to the buyer, together with the documents relating to the item, and allows the buyer to acquire ownership of the item in accordance with the contract.
- 4. The seller fulfils his obligation to hand over the goods to the buyer if he allows the buyer to dispose of the goods at the place of performance and informs the buyer of this in good time.
- 5. If the seller has to dispatch the item, it shall hand it over to the buyer, if it is a company, by entrusting it to the first carrier for the buyer's transport and shall allow the buyer to exercise the rights provided for in the transport contract against the carrier.
- 6. If the buyer is a consumer, the seller shall hand over the goods to the buyer as soon as the goods have been handed over to him by the carrier.
- 7. If the seller delivers a quantity of goods greater than that agreed, the purchase contract is concluded even for the excess quantity, unless the buyer has refused it without undue delay.

- 8. The seller shall deliver the item purchased to the buyer in the agreed quantity, quality and model.
- 9. If the manner in which the goods are to be packaged has not been agreed, the seller must package the goods in accordance with customary practice, otherwise in the manner necessary to preserve and protect the goods. The seller shall make the goods available for transport in the same way.
- 10. In order to minimise the occurrence of damage and to ensure regular supply, the seller reserves the right to deliver goods to a buyer who has ordered goods to a total value of more than 400 £ excluding VAT as part of one order and/or one day, only after full payment of the total purchase price. Once the Buyer has paid the full purchase price for the goods purchased, the Seller shall take the necessary steps to deliver the goods to the Buyer in accordance with the Buyer's requirements as set out in the order.

Transition of risk of damage

- 1. A thing is defective if it does not have the agreed characteristics. If the characteristics of the item are not agreed between the seller and the buyer, the seller undertakes to provide a service of a quality and design suitable for the purpose stated in the contract or, if the purpose is not stated in the contract, for the usual purpose. The performance of another thing and defects in the documents necessary for the use of the thing are also considered to be a defect in the thing.
- 2. The buyer's claim for defective performance is based on the defect in the item at the time when the risk of damage passes to the buyer, even if it becomes apparent at a later date.
- 3. Becomes apparent at a later date. The purchaser's right is also established by a defect which appears later and which the seller has caused by a breach of his obligations.

- 4. The buyer must examine the goods as soon as possible after the risk of damage to the goods has disappeared and ascertain their characteristics and quantity.
- 5. The risk of damage is transferred to the buyer at the time of acceptance of the goods. The same consequence applies if the buyer does not take back the item even though the seller has authorised him to dispose of it.
- 6. Damage to the item that occurs after the risk of damage to the item has passed to the buyer does not affect his obligation to pay the purchase price, unless the seller has caused the damage by failing to fulfil his obligation.
- 7. Delay by a party in taking possession of the property entitles the other party to sell the property, after giving the defaulting party a reasonable additional period in which to take possession of the property, subject to notification to the defaulting party. This provision also applies if the party is in arrears with any payment which is conditional upon the delivery of the goods.

Seller's liability for defects in the goods

- 1. The seller is obliged to guarantee to the buyer that the product is free from defects on receipt. In particular, the seller is liable to the buyer only if at the time the buyer accepts the goods
- a. the item has the characteristics agreed between the parties and, in the absence of an agreement, the characteristics described by the seller or manufacturer or expected by the buyer in view of the nature of the item and on the basis of the advertising made by them;
- b. the item is fit for the purpose stated by the seller or for the usual use of an item of this type;
- c. the quantity, measure or weight of the item is appropriate; and
- d. the matter complies with the requirements of the legislation.

- e. if the defect becomes apparent within six months of receipt, the item is deemed to be defective at the time of receipt.
- f. the buyer is entitled to claim for a defect in consumer goods within twenty-four months of receipt, unless otherwise stated, but this does not apply :
 - i. in the case of goods sold at a lower price, the defect for which the lower price was agreed;
 - ii. wear and tear caused by normal use;
 - iii. in the case of a second-hand item, a defect corresponding to the level of use or wear of the item at the time it was taken over by the purchaser; or
 - iv. if the nature of the case so requires.
 - v. in the case of consumer goods (e.g. cosmetics, drugstore products, etc.), the purchaser is entitled to exercise the right of complaint within a period of twenty-four (24) months, but if the goods do not have an expiry date, the period is reduced to the date indicated on the packaging of the goods.
- 2. The consumer acknowledges that if gifts are supplied with the goods, the right to claim defect within 24 months can only be exercised in respect of the goods sold, but not in respect of gifts supplied with the goods. For such gifts, the consumer may only exercise the right to defective performance within 14 days from the date of receipt of the goods. The contractor is not entitled to assert claims for defective performance in respect of gifts.
- 3. The complaints procedure provides more detailed conditions for claiming goods.
- 4. The time limit for exercising claims arising from defective performance may be regulated differently for the purchaser/contractor; if this is expressly stipulated for the type of goods in question, the time limit thus stipulated shall prevail.

- 5. The purchaser may not rely on the right to defective performance if he knew, before taking possession of the item, that it was defective or if he himself caused the defect.
- 6. If the item has a defect that the seller is obliged to compensate for and if the item is sold at a lower price or is a second-hand item, the buyer is entitled to a reasonable discount instead of the right to exchange the item.

Material breach of contract

- 1. If the defective performance constitutes a material breach of contract, the purchaser is entitled to :
- a. eliminate the defect by supplying a new thing without defect or by supplying the missing thing, unless this is unreasonable due to the nature of the defect, but if the defect only affects part of the thing, the buyer may only demand the replacement of the part; if this is not possible, he may withdraw from the contract. However, if this is disproportionate to the nature of the defect, in particular if the defect can be remedied without undue delay, the purchaser is entitled to have the defect remedied free of charge;
- b. eliminate the defect by repairing the item ;
- c. a reasonable discount on the purchase price; or
- d. withdraw from the contract.
- 2. The buyer must inform the seller of the right he has chosen at the time of notification of the defect or within a reasonable period after notification of the defect. The purchaser may not change the choice he has made without the agreement of the seller; this provision does not apply if the purchaser has requested the repair of a defect which proves to be irreparable. If the seller does not remedy the defects within a reasonable period of time or if he informs the buyer that he will not remedy the defects, the buyer may demand a reasonable discount on the purchase price in lieu of remedying the defect or may cancel the contract.

- 3. If the purchaser does not exercise his right in good time, he has the same rights as in the case of a non-substantial breach of contract.
- 4. The buyer-consumer is entitled to a reasonable discount even if the seller is unable to deliver a new defect-free item, replace a part or repair the item, or if the seller does not take the necessary steps to remedy the situation within a reasonable period of time or if the consumer would have significant difficulties in taking steps to remedy the situation.

Non-substantial breach of contract

- 1. If the defective performance constitutes an insignificant breach of contract, the purchaser is entitled to have the defect rectified or to obtain a reasonable discount on the purchase price.
- 2. As long as the purchaser does not exercise his right to a reduction in the purchase price or does not withdraw from the contract, the seller may supply what is lacking or remedy the legal defect. In the case of other defects, the seller may, at its discretion, repair the item or deliver a new item.
- 3. If the seller does not remedy the defect in time or refuses to remedy the defect, the buyer may demand a reduction in the purchase price or rescind the contract. The buyer may not change his choice without the seller's agreement.

General information on breach of contract by the seller

- 1. The buyer has the right to delivery of a new item or replacement of a part, even in the case of a removable defect, if the item cannot be used correctly due to the reappearance of the defect after repair or due to a greater number of defects. In this case, the purchaser-consumer also has the right to withdraw from the contract.
- 2. On delivery of a new item, the purchaser must return the item originally delivered (including all accessories supplied) to the seller, at the latter's expense.

3. If the buyer has not notified the defect within a reasonable time after it could have been discovered by timely inspection and sufficient care, the court shall not grant the buyer the right to defective performance. In the case of a latent defect, the same applies if the defect was not notified without undue delay after the buyer could have discovered it by exercising reasonable care, but no later than two years after delivery of the goods.

Special rules for the purchase of footwear

- 1. With regard to ecological impacts, the seller recommends that buyers carefully measure their shoe size when purchasing shoes in order to avoid unnecessary termination of the contract.
- 2. The buyer is obliged to try on the shoes as soon as they are received, in a clean sock, so as not to damage the health of the shoes.
- 3. In the event of termination of the purchase contract for the purchase of shoes, the buyer must return the shoes in perfect condition, i.e. clean and free of signs of wear. Failure to comply with these conditions may result in a reduction in the amount returned to the purchaser due to the depreciation of the goods.

Subsequent sale of the property purchased

- 1. If the buyer sells, gives away or otherwise transfers the item purchased from the seller to another person, he must inform the seller in writing as soon as possible after the transfer of ownership of the item to the third party.
- 2. If the purchaser does not inform the seller of this, the seller will assume that the purchaser is still the owner of the item and the person entitled to the rights arising from the defective performance.

IV. Price of goods

- 1. The price of the goods listed in the seller's online shop is always binding, current and valid, except in cases where a clerical error results in an incorrect price, see the provisions below in this section of the GTC. The prices indicated for the various products are final, i.e. they include VAT or any other tax or fee that the buyer must pay to acquire ownership of the goods, but this does not apply to transport, freight and distance communication costs, which are indicated only in the shopping basket and the amount of which depends on the buyer's choice.
- 2. The purchaser acknowledges that the final prices of products are quoted after rounding up to the whole crown in accordance with applicable legislation, so that in specific situations there may be a slight discrepancy between the final sum of all goods purchased and the quoted purchase price. A detailed breakdown of the purchase price, including cents, is always provided in the buyer's basket.
- 3. Promotional prices are valid while stocks last when the number of pieces of the promotional item is specified or for a specified period.
- 4. The original price is the price of the good/service/licence at which the seller offered the good/service/licence in question without taking into account any bonuses, marketing campaigns to promote sales and other discount promotions on the e-shop operated by the seller, or the price recommended in a non-binding manner by the manufacturer or distributor, the price that best reflects the price level of the product on the market always being displayed.
- 5. The purchaser acknowledges that it may happen that the purchase agreement between the seller and the purchaser is not concluded, in particular if the purchaser orders goods at a price published in error, as a result of an administrative error by an employee of the seller or as a result of an error in the seller's internal information system. In such cases, for reasons of legal certainty, the seller is entitled to terminate the purchase contract even after the buyer has received an e-mail from the seller confirming the buyer's order or the conclusion of the purchase contract. In this case, the seller will inform the purchaser that the purchase contract has not been concluded or will exercise its right to withdraw from the purchase contract.

- 6. The purchase contract between the seller and the buyer is not concluded within the meaning of paragraph [5] of this section of the GTCB, in particular, but not exclusively, in the following cases:
 - a. the price of the goods is wrong at first sight (for example, it does not take into account the purchase price);
 - b. the price of the goods is missing or one or more figures are missing;
 - c. the discount on the goods is more than 50%, without the goods being part of a special marketing campaign or a sale marked with a special symbol.
- 7. The seller draws the buyer's attention to the fact that the information system may automatically provide the seller with information to the effect that the goods are subject to a discount or sale, etc., and that this information may be incorrect. Therefore, if there is any doubt as to whether the goods are actually discounted or whether there is an obvious error in the price of the goods, the Buyer is obliged to contact the Seller and check whether this is an error in the price of the goods. In the event of failure to do so, the buyer shall be liable for any damage resulting from this failure.
- 8. The seller also reserves the right to declare the purchase contract null and void in the event of misuse of personal data, misuse of credit cards, etc. or due to the intervention of an administrative or judicial authority.

V. Terms of payment

1. The seller allows the purchaser to pay the purchase price of the goods and any other payments in accordance with the following terms and conditions:

advance payment by transfer to the seller's bank account, account number: IBAN-CZ61 0300 0000 0010 1746 6813, BIC/SWIFT - CEKOCZPP. The variable symbol is the order number, which will be sent to the buyer by e-mail together with confirmation of the conclusion of the purchase contract;

- a. payment in cash or by credit card on receipt of the goods known as "cash on delivery". The price of the cash on delivery service, which is paid by the buyer, is shown to the buyer on the seller's website before the order is finalised and the buyer, by selecting the delivery method, accepts the payment amount for this service. The price of cash on delivery is invoiced in addition to the purchase price of the goods. The cash on delivery service is provided on behalf of the seller by third parties (for example DPD CZ s.r.o., or others whose specifications are displayed for the buyer's attention on the seller's website).
- b. payment in one of the crypto-currencies offered by the Seller (e.g. bitcoin). If the Buyer in this case, for whatever reason, requests reimbursement of the purchase price of the goods thus purchased, the purchase price may only be reimbursed in the currency indicated on the invoice for the goods thus purchased (generally in Czech crowns), and only in the amount indicated on the invoice.
- 2. Bank or similar charges shall in all cases be borne by the purchaser in accordance with the contractual relationship between the purchaser and third parties (bank or other institution) providing bank or similar services.
- 3. The goods remain the property of the seller until full payment and acceptance, but the risk of damage to the goods passes to the buyer on acceptance of the goods.
- 4. The buyer's billing details cannot be changed retrospectively after the order has been dispatched.
- 5. The seller reserves the right to offer the buyer only certain methods of payment at its discretion.
- 6. In accordance with the law on sales registers, the seller is obliged to issue a receipt to the buyer and to register the sales received online with the tax administrator; in the event of technical failure, within 48 hours at the latest.
- 7. If the purchaser withdraws from the contract entered into with the vendor or if the purchaser receives a refund for any other reason, the vendor must return to the

purchaser the funds received from him under the contract in the same manner. The buyer is responsible for the accuracy of the information provided for the refund.

VI. Delivery conditions

- 1. The seller must deliver the goods to the buyer without excessive delay, generally within one to eight working days from the date of conclusion of the contract and, if necessary, the completion of other conditions of Delivery of goods, if they have been agreed (for example, payment of a deposit when the seller requires a deposit). The goods must be delivered in the manner provided for in the purchase contract concluded.
- 2. The seller organizes or facilitates the following delivery methods:
 - a. Delivery by GLS home delivery
- 3. The different delivery methods are offered according to the current availability of the different services and according to capacity and availability. This is why the seller reserves the right to limit the supply of delivery methods in a particular case according to the current situation.
- 4. In the event of force majeure or failure of the information system, the seller is not responsible for delivery delays.
- 5. By concluding the purchase contract in accordance with these GTCs, the buyer confirms that he has familiarized in detail with the conditions of the delivery method of the goods he chose.
- 6. The detailed conditions of the delivery methods offered are available on the links below:
 - a. Delivery by GLS home delivery (<u>https://gls-group.com/GROUP/en/gls-partners/?partner=unitedkingdom</u>)
- 7. When delivery of goods, the buyer is required to check the statement of the shipment with the carrier or the employee responsible for the delivery of the goods, in

particular, but not exclusively, the number of packages, the 'Integrity of the packaging, the damage caused to the box, etc. If the buyer notes that the shipment is visibly damaged, he is entitled to refuse to accept it. If the buyer accepts a visibly damaged shipment from the carrier or the seller, he is required to immediately describe the damage in a written report signed by the carrier or the employee responsible for the delivery of the goods. The buyer is also required to inform the seller of receipt of a sending visibly damaged as soon as possible, but no later than five days after receipt of the shipment, either in writing or electronically to The seller's email address: info@hannahoutdoor.co.uk. An additional complaint concerning external damage to sending does not deprive the buyer of the right to claim the goods, but the seller is authorized to reject such a complaint without delay as being unjustified if he considers that the shipment has been delivered to the buyer correctly and that there is no conflict with the purchase contract.

8. If the Buyer does not take delivery of the goods within the agreed period by lacking in his obligation, he is in default. The seller is authorized to sell the goods later after putting the buyer by unusual by email and having given him a new reasonable time to take delivery of the goods. The seller is authorized to deduce from the product of the sale of goods the storage costs and the costs linked to the failure of the delivery of goods due to the lack of cooperation of the buyer.

VII. Termination of the contract

Termination of the consumer contract

- 1. The provisions of this section (withdrawal by the consumer) only apply to the buyer as a consumer.
- 2. The buyer has the right to terminate the contract within fourteen (14) days. The deadline referred to in the first sentence runs from the date of conclusion of the contract and, in the case of a distance contract, from the date of expiration of the period.
 - a. the purchase contract, from the date of receipt of goods;

- b. A contract relating to several goods or the supply of several documents, from the date of acceptance of the last delivery of the property; Or
- c. A contract whose object is regular delivery of goods, from the date of receipt of the first delivery of goods.
- d. The seller allows the buyer to retract by filling out and subjecting a model of withdrawal form on the seller's website, and the seller will then confirm his reception to the buyer in the form of a text within a reasonable time.
- 3. The buyer has the right to terminate the contract also by correspondence, to the following address:

For X-Treme distribution, s.r.o. Solní 18 301 00 Plzeň Czech republic

- 4. If the buyer builds the contract, he must send or hand the goods purchased to the seller without excessive delay, at the latest within fourteen days of the termination of the contract, at his own costs.
- 5. The buyer is required to return the complete goods, that is to say comprising all the accessories provided, accompanied by complete, not damaged, clean, preferably documentation with the original packaging, in the 'State and value in which the goods have been received.
- 6. If goods are consumer goods, the buyer has the right to terminate the contract only if he delivers intact and not used property in their intact original packaging.
- 7. The buyer is only responsible towards the seller for the decrease in the value of the goods resulting from a manipulation of goods different from that which is necessary given their nature and their characteristics.
- 8. In the event of reimbursement of having it in cash, the seller may require the presentation of the buyer's identity card (identity card or passport) in order to prevent damage and prevent funding for funds from criminal activities. Without the

presentation of one or the other of these documents, the seller may refuse to reimburse the funds to the buyer.

- 9. If the buyer builds the contract, the seller restores him without unjustified delay, at the latest within fourteen days of the termination of the contract, all the funds he received from him under the contract, in the same way. However, the seller is not required to return the funds received to the buyer before the latter has given the goods to the seller or proven that he sent the goods to the seller.
- 10. The buyer recognizes that if gifts are provided with the goods, the gift contract between the seller and the buyer is concluded on the condition that if the right of withdrawal of the purchase contract is exercised within 14 days, The gift contract ceases to be effective and the buyer is obliged to return the goods with the returned goods and the gifts provided, including all that he enriched. In the event of nonreproduction, these values constitute an unanswered enrichment of the Buyer, with all the legal consequences which result from it, including the law of the seller to request the recovery of the enrichment without cause from the buyer by the means of legal proceedings. If the restitution of the object of the enrichment without cause is not easily achievable, the seller is entitled to pecuniary compensation corresponding to the normal price. In the event of termination of the donation contract, the sales contract is not terminated and the contracts are processed separately in this regard.

Termination of the contract by the entrepreneur

- 1. The provisions of this section (withdrawal by the entrepreneur) only apply to the buyer as an entrepreneur.
- 2. The buyer as entrepreneur has the right to terminate the purchase contract concluded with the seller without giving reasons within fourteen (14) days from the date of conclusion of the purchase contract, exclusively in cases where this right has been agreed between the buyer and the seller. In case of doubt, it will be considered that the buyer's right as an entrepreneur to withdraw from the purchase contract concluded with the seller has not been agreed.
- 3. If the buyer's right to terminate the purchase contract in accordance with the previous paragraph is agreed between the seller and the buyer, the buyer acknowledges that

the purchase price returned can be reduced by the seller according to the decrease in the value of goods.

- 4. If the buyer builds the purchase contract in accordance with paragraph [1] of this section and that the returned goods are not in their original packaging, including all parts and all accessories, the buyer Acknowledges that the seller is entitled to reimburse the costs he will be forced to initiate to reintroduce property in the sale circuit. In this case, the buyer agrees to unilaterally compensate for the seller's right to the reimbursement of the reintroduction costs of goods returned with the right of the buyer to the reimbursement of the purchase price of the goods.
- 5. The buyer does not have the right to terminate the purchase contract concluded, nor to require the delivery of a new article, if the item cannot be returned to the state in which it was received. This provision does not apply within the framework of CGV and generally binding legal provisions,
 - a. If the state of the object has changed following its inspection in order to discover a defect of the object;
 - b. If the buyer used the item before the discovery of the defect;
 - c. If the buyer has not caused the impossibility of returning the property in the state by an act or an omission; Or
 - d. If the buyer sold it before the discovery of the defect, if he consumed the property or if he changed the property in the context of normal use; If this has only been partially happened, the buyer must return to the seller what he can still return and compensate the seller insofar as he benefited from the use of the property.
 - e. If the buyer has not notified the defect in time, he loses the right to terminate the contract.

Termination of the contract in the event of a material error on the price of goods

- 1. Apart from the cases provided for by law, the seller has the right to terminate the contract in the event of manifest errors, in particular but not exclusively administrative, in the price of goods.
- 2. It is possible to terminate the contract in accordance with this point within 14 days of the day after the date of conclusion of the purchase contract between the buyer and the seller, by canceling the order or giving the 'Buyer another obvious indication that he terminates the purchase contract concluded.
- 3. If the buyer paid at least part of the purchase price of the goods, this amount will be transferred to his bank account within 14 days from the day after the date of termination of the contract by the seller.

VIII. Buyer's personal data processing

- 1. The seller ensures a high level of protection of personal data from the buyer and always proceeds in accordance with generally restrictive legal regulations, in particular but not exclusively in accordance with the 2016 regulation (EU) 2016/679 of the European Parliament and the Council relating to the Protection of natural persons with regard to the processing of personal data and the free movement of this data, and repealing Directive 95/46/EC (General Data Protection Regulations) below called "GDPR".
- 2. By subjecting an order to the seller, the buyer confirms that before completing the order and concluding the purchase contract with the seller, he read the information on the processing of personal data within the meaning of the article 13 of the GDPR and that this information was clear for him and that he fully understood it.

IX. Guarantee conditions

1. The conditions for guaranteeing goods are governed by the complaint code and the generally binding legislation of the Czech Republic. The proof of purchase generally acts as a guarantee certificate (see the complaint code for more details).

X. Final provisions

- 1. These GTC apply to the process of concluding a contract and the relations arising from the contract concluded between the seller as a entrepreneur and the buyer as a consumer or entrepreneur within the meaning of the applicable law.
- 2. The buyer agrees to conclude the contract, the content of which is made up of these GTCs, through distance communication, that is to say means of communication which make it possible to conclude the contract without the simultaneous physical presence of the parties. The negotiation costs of the conclusion of the contract and the effective conclusion of the contract by remote communication, if there are any, are the responsibility of the buyer himself.
- 3. By ordering the goods, the buyer confirms that before the order process itself, he has become familiar with the information relating to the goods, the identification of the seller, as well as the general conditions contained in these CGV, which contain the information to be communicated to the buyer before the conclusion of the contract in accordance with the applicable legislation.
- 4. The seller and the buyer undertake to resolve mutual disputes preferably amicably by mutual negotiations. In the event of a dispute, the common law courts of the Czech Republic are competent, and the seller and the buyer expressly agreed to the local jurisdiction of the Pilsen City district court. Relations and disputes arising from the contract concluded between the seller and the buyer are exclusively governed by the law of the Czech Republic. The United Nations Convention on International Sale of goods (CISG) does not apply in accordance with article 6 of this Convention, unless the agreement of choice of the applicable law of the Seller and the Buyer is deemed invalid or ineffective by a public authority.
- 5. These CGVs and the disputes resulting are governed by the law of the Czech Republic, regardless of the place of delivery of the goods indicated by the buyer. A contract concluded on the basis of the GTC is concluded exclusively in Czech language and under Czech law. If a translation of the contract text is created for the buyer's needs, the interpretation of the Czech language contract applies in the event of a dispute on the interpretation of the terms.

- 6. The contract concluded will be filed with the seller in accordance with the applicable law. In the event of the buyer's request after acceptance of goods, the seller will provide the buyer a copy of the contract concluded against a lump sum payment of 20 £ to cover the associated administrative costs; In the event that the provision of a copy of the contract to the buyer is contrary to the legitimate interests of the seller, the latter has the right to refuse to provide a copy of the contract.
- 7. In accordance with law n ° 634/1992 on consumer protection, the buyer has the right to contact, in the event of a consumption dispute between the buyer and the seller, to what is called a Extrajudicial resolution entity of consumption disputes. This entity is the Czech Trade Inspectorate, whose head office is located in Štěpánská 567/15, 120 00 Prague 2, ID No. 00020869. The Internet address of the Czech Trade Inspectorate is as follows: HTTP://www.co.cz.
- 8. CGV changes are only possible under the conditions provided for by law.
- 9. These General Conditions (CG), including their components, come into force 1.03.2021 They are available at the seller's registered office and in electronic form on the seller's website at <u>www.hannahoutdoor.co.uk</u>