

Terms and Conditions

EVPAS GLASS s.r.o.

with registered office in Bělehradská 858/23, Vinohrady, Praha 2 Postal Code 120 00

Identification number: 21208964

VAT Identification number: CZ21208964

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 282115

for the sale of goods via the online shop located at <http://www.evpasglass.com/>

1. Introductory provisions

- 1.1 These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of EVPAS GLASS s.r.o., with registered office at Jezvé 127, Jezvé, identification number: 21208964, registered in the Commercial of the Register kept in Prague, Section C, Insert 282115 (hereinafter referred to as the "**Seller**") regulate in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**") the mutual rights and obligations of the parties arising in connection with or by virtue of purchase contract (hereinafter referred to as the "**Purchase Contract**") concluded between the Seller and another natural person (hereinafter referred to as the "**Buyer**") via the Seller's online shop. The online shop is operated by the Seller on the website located at <http://www.evpasglass.com/> (hereinafter referred to as the "**Website**"), through the interface of the Website (hereinafter referred to as the "**Shop web Interface**").
- 1.2 The Terms and Conditions do **not apply** where the person intending to purchase goods from the Seller is a legal person or a person acting in the course of ordering goods in his or her in the course of their business or in the course of their independent practice of their profession.
- 1.3 Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.4 The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Contract and the Terms and Conditions are drawn up in the English language. The purchase contract can be concluded in the English language.
- 1.5 The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. User account

- 2.1 Based on the buyer's registration made on the website, the buyer can access their user interface. From his user interface, the buyer can make ordering goods (hereinafter referred to as "**user account**"). If the web interface of the shop allows it, the buyer can also order goods without registration directly from the web interface of the shop.
- 2.2 When registering on the website and when ordering goods, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account in case of any change. The information provided by the Buyer in the user account and when ordering goods is considered correct by the Seller.
- 2.3 Access to the user account is secured with a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his/her user account.
- 2.4 The buyer is not entitled to allow third parties to use the user account.
- 2.5 The Seller may cancel the user account, especially if the Buyer cancels his user account for longer than it is not used, or in the event that the buyer breaches its obligations under the purchase 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 the Seller's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties.

3. Conclusion of the purchase contract

- 3.1 All presentation of goods placed in the web interface of the shop is informative character and the seller is not obliged to conclude a purchase contract in respect of these goods. Section § 1732(2) of the Civil Code shall not apply.
- 3.2 The web interface of the shop contains information about the goods, including the prices of individual goods. The prices of the goods are inclusive of value added tax and all related charges. The prices of the goods remain valid for as long as they are displayed in the web interface of the shop. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms.
- 3.3 The web interface of the shop also contains information on the costs associated with the packaging and delivery of goods that are delivered within the Czech Republic or from the Czech Republic to another country in Europe and outside Europe (worldwide). Information on the costs associated with the packaging and delivery of goods is provided on the international EVPAS website.

- 3.4 To order goods, the buyer fills in the order form in the web interface of the shop. The order form contains in particular information about:
- 3.4.1. ordered goods (the ordered goods are "inserted" 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, details of 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 collectively referred to as "**order**").
- 3.5 Before sending the order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered into the order, including with regard to the Buyer's ability to detect and correct errors arising from the data entered into the order. The Buyer sends the order to the Seller by clicking on the button " ". The data provided in the order are considered correct by the Seller.
- 3.6 Sending an order is considered to be such an act of the buyer, which identifies the ordered goods, the purchase price, the person of the buyer, the method of payment of the purchase price in an unquestionable way and is a binding proposal of the purchase contract for the contracting parties. The validity of the order is conditional upon the completion of all mandatory data in the order form, familiarization with the following commercial terms and conditions on the website and the buyer's acknowledgement that he/she has read these terms and conditions.
- 3.7 The Seller shall confirm receipt of the order to the Buyer immediately upon receipt of the order by electronic mail, to the Buyer's electronic mail address specified in the user interface or in the order (hereinafter referred to as the "**Buyer's electronic address**").
- 3.8 Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation orders (for example, in writing or by phone).
- 3.9 The draft purchase contract in the form of an order is valid for fifteen days.
- 3.10 The contractual relationship between the Seller and the Buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic mail address.
- 3.11 In the event that any of the requirements specified in the order cannot be fulfilled, the Seller shall send the Buyer an amended offer to the Buyer's e-mail address indicating the possible variants of the order and requesting the Buyer's opinion.
- 3.12 The amended offer is considered a new proposal of the purchase contract and the purchase contract is only concluded in this case after acceptance by the buyer via e-mail.
- 3.13 The buyer agrees to the use of remote communication means in concluding the purchase contract. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the purchase contract (internet

connection costs, telephone call costs) are borne by the buyer, and these costs do not differ from the basic rate.

4. Price of goods and payment terms

4.1 The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways:

4.1.1. by wire transfer to the Seller's account No. 338527344/0300, maintained with Czechoslovakia bank (hereinafter referred to as the "Seller's account");

4.1.2. non-cash through a payment system;

4.1.3. cashless payment by credit card;

4.2 Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.

4.3 The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4 In the case of non-cash payment, the purchase price is payable within days of the conclusion of the purchase contract.

4.5 In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.

4.6 The Seller is entitled, in particular in the event that the Buyer fails to confirm the order subsequently (Article 3.6), to demand payment of the full purchase price before the goods are dispatched to the buyer. Section § 2119(1) of the Civil Code shall not apply.

4.7 Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.

4.8 If it is customary in the commercial relationship or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - an invoice - to the Buyer in respect of payments made under the Purchase Agreement. The Seller shall be liable for value added tax. The Seller shall issue the tax document - invoice to the Buyer after payment of the price of the goods and send it in electronic form to the Buyer's electronic address.

4.9 EVPAS reserves the right to change the price of a product without any forewarning. Any orders placed prior to this change cannot be amended to the revised price.

4.10 Prices may vary across our stores for CZ, SK and International. In some countries a currency exchange rate may be applied.

5. Withdrawal from the purchase contract

5.1 The Buyer acknowledges that according to the provisions of Section § 1837 of the Civil Code, it is not possible to withdraw from the Purchase Contract:

5.1.1. on the delivery of goods whose price depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,

5.1.3. on the delivery of goods that have been modified according to the wishes of the buyer or for his person,

5.1.5. the delivery of goods in closed packaging, which the buyer has removed from the packaging and for hygienic reasons cannot be returned.

5.2 If this is not a case referred to in Article 5.1 or in any other case where the purchase contract cannot be withdraw, the buyer has the right to withdraw from the contract within fourteen (14) days of receipt of the goods, in accordance with the provisions of Section § 1829 (1) of the Civil Code, in the event that the subject matter of the contract is several types of goods or the delivery of several parts, the time limit shall run from the date of acceptance of the last delivery of goods. The withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence.

5.3 For withdrawal from the purchase contract, the buyer can use the sample form provided by the seller, which is an annex to The Terms and Conditions. Withdrawal from the purchase contract can buyer to send, inter alia, to the contact address of the seller specified in Article 11 of these Terms and Conditions. The provisions of Article 11 of these Terms and Conditions shall apply to the delivery of the withdrawal from the contract conditions.

5.4 In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contracts to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.

5.5 In the event of withdrawal from the contract according to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract, by wire transfer to the bank account provided by the Buyer in the "Withdrawal from Purchase Contract" form. If the Buyer does not provide the bank account number for refund, the Seller will request to be notified by email. The time between the request being sent and the response being received with a valid bank account number will extend the fourteen (14) day period for the Buyer to return the funds. The Seller is also entitled to return the performance provided by the Buyer already when the goods are returned by the Buyer or by other means, provided that the Buyer agrees to this and no additional costs are incurred by the Buyer. If the buyer withdraws from the purchase contract of the contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to the seller or proves that he has sent the goods to the seller.

- 5.6 The Seller is entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
- 5.7 The seller is entitled to withdraw from the purchase contract at any time until the goods are accepted by the buyer resign. In this case, the Seller shall refund the Purchase Price to the Buyer without undue delay, without cash to the account designated by the Buyer.
- 5.8 If a gift is given to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the condition that if the purchase contract is withdrawn by the buyer, the gift contract in respect of such gift shall cease to be effective and the buyer shall be obliged to return the gift together with the goods to the seller.
- 5.9 Purchased goods cannot be sent by the buyer to the seller in the form of so-called "cash on delivery". If the buyer sends the goods from the purchase contract, from which the buyer requests to withdraw, just by cash on delivery, the seller is not obliged to accept the shipment, nor to reimburse the buyer for the cost of the goods so sent. The Seller shall only accept the goods sent in a consignment without additional payment (so-called COD), primarily in order to allow the Seller to check the contents of the consignment, its completeness, undamaged condition, etc.

6. Transport and delivery of goods

- 6.1 In the event that the method of transport is agreed on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this method of transport.
- 6.2 If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of 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 a different way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of goods, or the costs associated with a different method of delivery.
- 6.4 Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of a breach of packaging indicating unauthorized intrusion into the shipment, the buyer may not accept the shipment from the carrier.

7. Rights from defective performance

7.1 The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding provisions (in particular, Sections § 1914 to § 1925, § 2099 to § 2117 and § 2161 to § 2174 of the Civil Code).

7.2 The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods:

7.2.1. the goods have the characteristics agreed between the parties and, in the absence of agreement, have such the characteristics described by the seller or manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,

7.2.2. the goods are fit for the purpose stated by the seller for their use or for which goods of this kind are usually used,

7.2.3. the goods correspond in quality or workmanship to the agreed sample or pattern, if the quality or workmanship was determined according to the agreed sample or pattern,

7.2.4. the goods are in the appropriate quantity, measure or weight; and

7.2.5. the goods comply with the requirements of the legislation.

7.3 The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the level of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods.

7.4 The buyer claims the rights from the defective performance at the seller's address of the seller's establishment, where the acceptance of the claim is possible with regard to the range of goods sold, possibly also at the registered office or place of business. The moment when the Seller receives the claimed goods from the Buyer shall be deemed to be the moment of the claim.

7.5 Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Regulations.

8. Other rights and obligations of the parties

8.1 The buyer acquires ownership of the goods by paying the full purchase price of the goods.

8.2 The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section § 1826(1)(e) of the Civil Code.

- 8.3 Out-of-court handling of consumer complaints is provided by the seller through electronic address. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's electronic address.
- 8.4 The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises compliance with Act No 634/1992 Coll., on the Protection of consumer, as amended.
- 8.5 The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section § 1765(2) of the Civil Code.

9. Personal data protection

- 9.1 The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended.
- 9.2 The buyer agrees to the processing of the following personal data: name and surname, address residence, identification number, tax identification number, e-mail address, telephone number, and (hereinafter collectively referred to as "**Personal Information**").
- 9.3 The buyer agrees to the processing of personal data by the seller for the purposes of exercising the rights and obligations under the purchase contract and for the purposes of maintaining the user account. Unless the Buyer chooses otherwise, the Buyer agrees to the processing of personal data by the Seller also for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety according to this article is not a condition that would in itself prevent the conclusion of the purchase contract.
- 9.4 The Buyer acknowledges that he/she is obliged to provide his/her personal data (during registration, in his/her user account, when placing an order from the web interface of the shop) correctly and truthfully and that he/she is obliged to inform the Seller without undue delay about any change in his/her personal data.
- 9.5 The seller may entrust a third party as a processor to process the buyer's personal data. Except for the persons transporting the goods, personal data will not be transferred to third parties by the Seller without the prior consent of the Buyer.
- 9.6 Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in paper form in a non-automated manner.
- 9.7 The Buyer confirms that the personal data provided is accurate and that he/she has been advised that this is a voluntary provision of personal data.

9.8 In the event that the Buyer believes that the Seller or the Processor (Article 9.5) carries out processing of his/her personal data that is contrary to the protection of his/her private and personal life buyer or in violation of the law, in particular if the personal data is inaccurate with regard to the purpose of its processing, may:

9.8.1. ask the seller or processor for an explanation,

9.8.2. require the seller or processor to remedy the condition so caused.

9.9 If the buyer requests information about the processing of his personal data, the seller is obliged to provide him with this information. The Seller shall be entitled to charge a reasonable fee for the provision of the information referred to in the preceding sentence, not exceeding the costs necessary to provide the information.

10. Sending commercial communications and storing cookies

10.1 The Buyer agrees to receive information related to the Seller's goods, services or business at the Buyer's electronic address and further agrees to receive commercial communications from the Seller at the Buyer's electronic address.

10.2 The buyer agrees to the storage of cookies on his/her computer. In the event that the purchase can be made on the website and the seller's obligations under the purchase contract can be fulfilled without storing cookies on the buyer's computer, the buyer may withdraw consent according to the previous sentence at any time.

11. Delivery

11.1 Notices concerning the relationship between the seller and the buyer, in particular concerning the withdrawal from the purchase contract must be delivered by post by registered letter, unless otherwise specified in the purchase contract. Notices shall be delivered to the relevant contact address of the other party and shall be deemed to have been delivered and to be effective upon delivery by post, except for notices of withdrawal from the contract made by the buyer, in which case the withdrawal is effective if the notice is sent by the buyer within the withdrawal period.

11.2 A notice which has been refused by the addressee, which has not been collected within the storage period or which has been returned as undeliverable shall also be deemed to have been delivered.

11.3 The parties may deliver ordinary correspondence to each other by means of by electronic mail, to the electronic mail address specified in the Buyer's user account or specified by the Buyer in the order, or to the address specified on the Seller's website.

12. Final provisions

12.1 If the relationship established by the purchase contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.

12.2 If any provision of the Terms and Conditions is invalid or ineffective, or such happens, the invalid provisions shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of a provision shall not affect the validity of other provisions. Amendments and additions to the Purchase Agreement or the Terms and Conditions shall be in writing.

12.3 The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.4 A sample form for withdrawal from the purchase contract is attached to the terms and conditions.

12.5 Seller's contact details:

- Delivery address: Jezvé 127, 471 08 Stružnice-Jezvé, Czech Republic (CZ)
- E-mail address: shop@evpas.cz