

GENERAL TRADING CONDITIONS

I. BASIC PROVISION

These General Terms and Conditions (hereinafter GTC) regulate relations between the Buyer and the Seller in the area of the sale of goods and services between SÁRA, s. r. o. (hereinafter referred to as "Seller") and its business partners (hereinafter referred to as "Buyer"). The use of the General Terms and Conditions of the Buyer, even if they are attached to the order, is not permitted, unless the contracting parties expressly agree to this in written form. For the purposes of these GTC, the Purchase Agreement shall mean the Buyer's order confirmed by the Seller. In the case of agreement with the GTC, the seller confirms to the buyer the acceptance of the order. These GTC shall supersede all other oral and written statements and arrangements of the parties regarding an individual business case made or concluded before the date of signing these GTC with the exception of the purchase contract itself. For the purposes of these GTC, the

Buyer is understood to be an entrepreneur who, when concluding the Purchase Agreement, acts in the frames of his business.

Seller:

SÁRA, s. r. o. with registered office at Podnásepní 450/1a, 602 00 Brno, Czech Republic. Company ID: 46969896, VAT registration number: CZ46969896. Company is registered at the Trade Register in Brno, section C, File 7148.

The company also has a sales office in Prague 9, Freyova 12/1, 190 00, Czech Republic.

Buyer:

Legal or natural person who ordered goods or services from the seller.

II. DATA SAFETY AND PROTECTION

The Buyer voluntarily provides its personal data to the Seller and agrees to its processing,

collection, storage and registration for the purpose of concluding a purchase agreement with the Seller. The Seller shall not provide the obtained data to third parties except for the carriers of the goods, and only for the proper delivery of the goods and its business partners, and only for possible cooperation on production and delivery of the goods required by the Buyer. Unless explicitly agreed otherwise by the contracting parties, the Seller shall be entitled to publish a reference to the executed project without stating the agreed purchase price.

III. ORDERS

Buyer can order from Seller:

- at e-shop www.sara.cz
- per e-mail
- personally (by signing an order at seat or sales office of the Seller)

The order must contain the following information:

- the (business) name and address (registered office) of the buyer
- ID and VAT number, if the buyer is registered as a VAT payer
- the art. code and name of the goods
- quantity or other specifications (color, dimensions)
- unit price per piece
- the date of collection or delivery of the goods for carriage
- method of collection and transport of goods
- shipping address
- signature of the person authorized to order the goods.

The seller confirms the received order including the agreed price and delivery date. The order sent by the buyer and confirmed by the seller becomes binding for both parties. Cancellation of the binding order shall be governed by the conditions in paragraph IV.

IV. CANCELLATION OF ORDER

Both parties may cancel the order in the case of significant breach of contract in the meaning of Section 2001 et seq. discipline. No. 89/2012 Coll., the Civil Code.

The Seller may further withdraw from the order mainly due to:

- existence of outstanding debts of the buyer at the seller
- buyer's entry into liquidation or initiation of insolvency proceedings

The Buyer may also withdraw from the order without the Seller's fault only by paying a cancellation fee, the amount of which is agreed at the moment of cancellation of the order and is up to 100% of the total price of the ordered goods.

V. PRICE OF GOODS

Current and valid prices are listed in the e-shop. Discounts for higher quantities are valid for purchase of complete packagings. Price calculation for non-standard and custom products is valid for a maximum of 30 days from the date of sending the offer, unless stated otherwise in the offer. Prices are in CZK per piece excl. VAT, shipping and handling, unless stated otherwise. All prices are negotiable.

VI. DELIVERY CONDITIONS

The following delivery conditions can be agreed upon ordering:

- Personal collection from the warehouse in Prague or Brno: Goods can be taken over only by the buyer, a person authorized by the buyer, the statutory body of the company or a person authorized by the statutory body of the company. This person must sufficiently prove his / her authority to the seller's request and identify himself / herself.

- Sending by city courier in Prague: Within the territory of Prague it is possible to send goods to the buyer by city courier. Unless agreed otherwise, a flat-rate shipping and handling fee of 150 CZK / shipment without VAT is charged. This does not apply to express and over-sized deliveries where the cost of shipping and handling will be calculated individually. Delivery time is usually within 24 hours of order confirmation. This does not apply to goods that are out of stock.
- Shipping by the parcel service within Czech Republic: Goods can be sent to the buyer by the shipping service (usually GLS - General Logistics Systems Czech Republic s.r.o.). Unless agreed otherwise, the flat rate of freight and handling is 150 CZK/1 standard package up to 20 kg without VAT. The maximum dimensions of a standard package must not exceed a peripheral length of 300 cm (2 x height + 2 x width + 1 x length). However, one side must not be longer than 200 cm. This does not apply to express and over-sized deliveries, where the cost of shipping and handling will be calculated individually. GLS offers (but without guarantee) delivery the next working day after the day of acceptance for transport throughout the Czech Republic.
- Sending abroad by shipping service: Goods can be sent to the buyer by shipping service abroad. The cost of international shipping and delivery time is calculated individually for each shipment.

Immediately upon delivery, the Buyer is obliged to check with the carrier the condition of the consignment (number of packages and pallets, damage to packaging and contents) according to the enclosed delivery note and refuse to accept the incomplete or damaged consignment. Incomplete or damaged shipment must be notified without undue delay by e-mail to info@sara.cz, claim report must be written with the carrier and send to the seller within 24 hours.

If the buyer confirms the receipt of the complete consignment in perfect state by signing in the carrier's documents, there is no possibility for additional claims of incompleteness or damage in the delivery.

The delivery of goods is considered to be the receipt of goods by the carrier or the authorized person of the buyer. The seller is responsible for defects that the goods have at the time of handover. The Seller is only liable for defects that arose later if they were caused by a breach of his obligations. The buyer is obliged to accept the goods even before the delivery time set in the purchase contract in time specified by the seller.

Where goods are delivered on pallets, pallets are delivered on the basis of a pallet exchange system. If this is not possible, the buyer will subsequently be charged the price of the delivered pallets, with which the buyer agrees by concluding the contract.

The parties are not liable for delay in delivery or failure to fulfill obligations set in contract or for damages if such delay or failure was caused by force majeure. Force majeure means, in particular, severe snow or other storms, floods and other natural disasters, impassable communications, long-term disruptions of energy supply, terrorist acts or their dangers, civil unrest, administrative decisions or other similar conditions.

The buyer acquires title to the goods at the moment of payment of the purchase price of the goods in full. The risk of damage to the goods passes to the buyer at the moment of delivery of the goods.

VII. PAYMENT CONDITIONS

The following payment conditions can be agreed upon ordering:

- cash payment upon receipt of goods
- payment by bank transfer in advance (prepayment) from the minimum amount of 500,- CZK without VAT
- cash on delivery (cash is taken over by the carrier)

- payment by bank transfer with credit (only if all conditions for credit are fulfilled) from a minimum amount of CZK 500 without VAT.

The Seller is entitled to require an advance payment for the goods.

The basis for payment of the purchase price is an invoice issued by the seller and sent or handed over to the buyer. Unless the buyer explicitly requires the physical sending of a printed invoice, the seller sends the invoice (tax document) electronically to the e-mail of the person ordering the goods or another e-mail agreed upon by the parties.

The Seller shall be entitled to invoice the purchase price on the day the goods are picked up or handed over for transport. In the event that the buyer does not take over the goods within 15 days of the agreed date of collection or delivery of goods for transport, the last day of this period is considered the day of delivery of goods. Unless agreed otherwise in the contract, the invoice is payable within 15 days from the date of delivery of the goods.

The contractual penalty in case of non-compliance with the invoice due date is 0.1% of the amount due for each day of delay.

VIII. WARRANTY CONDITIONS AND CLAIMS PROCEDURE

Unless otherwise agreed upon in the order, the Seller provides a standard warranty of 1 year.

Defects in quality and quantity, which can be detected immediately upon receipt, shall be notified by the buyer to the seller within 10 days of receipt of the goods. Within 10 days of receiving such a complaint, the Seller is obliged to report in writing the result of the analysis he performed and his opinion.

The Buyer shall notify the Seller of any hidden defects within 5 days of their discovery.

The Seller guarantees the technical level, quality and functional reliability by complying with applicable standards and technical conditions especially agreed by both contracting parties. If the Buyer is entitled to complain about defects under the above conditions, he shall send the goods upon request, after prior notification of the defects (complaint) for assessment of the legitimacy of the complaint, and at the same time specify how he requests to solve the complaint. Within 10 days of receiving such a complaint, the Seller is obliged to report in writing the result of the analysis he performed and his opinion. In the case that the claim is recognized by the seller as justified, the seller can offer a reasonable discount on the purchase price of goods to buyer, if the seller declares that it is not expedient to repair the goods. The amount of the discount will be determined by the seller with regard to the nature of the defects and their effect on the use of the goods.

The claimed defects must be submitted by the buyer on at least 5% of the total number of delivered goods containing the same defect. The warranty does not cover normal wear and tear of goods and defects caused by unprofessional loading or use for other than usual purposes.

The Seller shall be liable to the Buyer for defects of the goods and for any damage to the Buyer during and in connection with the performance of the Order only up to the amount paid by the Buyer to the Seller for the goods including VAT. The Buyer acknowledges that without this agreement, the Seller would never conclude a purchase contract with the Buyer and would not be interested in its performance.

IX. DESIGN, VISUALISATIONS, PHOTOS, DRAWINGS AND TEXTS

Upon request, the Seller may provide the Buyer with designs and visualizations of custom products and photos or drawings of standard products. The first design and visualization created on the basis of the most accurate

specifications of the buyer's requirements is provided by the seller usually free of charge, others are charged at the price of 500,- CZK without VAT / hour of graphic work, unless agreed otherwise. Photos and drawings of standard products are usually provided by the Seller to the Buyer free of charge, unless otherwise agreed.

All designs, visualizations, photos, drawings and texts - especially on the Seller's website - are intellectual property protected by Act No. 121/2000 Coll., On Copyright and Rights Related to Copyright. Without the express and prior written consent of the Seller, they cannot be made available to a third party.

The buyer can provide his production documents (drawings, graphics) for the manufacturing of goods. The buyer is responsible for the quality, suitability and content of his production documents. The Seller does not check these production documents from a qualitative, functional or other point of view and is not responsible for any errors, nor is obliged to notify the Buyer of any errors. The Buyer is solely responsible for compliance with the laws of the Czech Republic and for the proper settlement of any copyright or other claims of third parties relating to the production documents. If the production documents are not delivered according to the Seller's requirements, there may be some deviations for which the Seller cannot be responsible, the risk is up to Buyer and he agrees to this. The Seller is entitled to return to the Buyer production documents that are unreadable, defective, unclear or otherwise unprocessable.

In such a case, the time limit for the delivery of the goods shall commence only after the handover of new perfect production documents to the Seller.

X. FINAL PROVISIONS

These GTC are valid and effective on the day of their signing by the buyer or the day when the buyer agrees with them at the conclusion of the purchase contract (i.e. sending an order, sending production documents, etc.) and cancels all

previous provisions and practices. These GTC may be amended or changed only by a written amendment to the purchase contract. Should any provision of the GTC or the Purchase Agreement be declared invalid, the remaining provisions shall remain valid if they can be separated. The Contracting Parties undertake to replace the provision in question with a valid provision of similar content. These GTC and the purchase contract are governed by Act no. No. 89/2012, the Civil Code, as amended, and the legal order of the Czech Republic.

In Brno, 1st June 2020

SÁRA, s. r. o.