

## **SPORTISIMO s.r.o.**

### **GENERAL TERMS and CONDITIONS**

#### **Including conditions for claims regarding defective goods, refunds and/or exchanges.**

SPORTISIMO s.r.o., with its offices located at: Řevnická 170/4, 155 21, Praha 5 - Třebonice, (I.D. No.: 26194627), as registered in the Commercial Register maintained by the Municipal Court in Prague, under Section C, file #78675 (hereinafter referred to as the "**Seller**") hereby makes known and publishes its Terms and Conditions (hereinafter referred to as "TC") that apply to the purchase of goods offered by the Seller through its e-shops [www.sportisimo.com](http://www.sportisimo.com) (hereinafter referred to as the "**Website**") and any issues resulting from claims regarding defective goods, refunds and/or exchanges.

These TC shall also apply, mutatis mutandis, to the purchase of goods from any of the Seller's retail locations should any claim arise from, correspond with or otherwise be associated with the purchase of goods from the Website; especially for the liability and/or claim against defective goods and/or services.

#### **I. GENERAL PROVISIONS**

By placing an order, and thus agreeing to purchase goods from the Website, the purchaser accepts these TC that specifically identify the mutual rights and obligations of both parties (Seller and Purchaser) regarding the sale of goods by the Seller, whether goods have been purchased from the Website and/or any of the Seller's retail locations. The relationship between the Seller and Purchaser is governed by these TC, which are binding for both parties unless otherwise expressly stated in the purchase agreement that may, in specific instances, provide otherwise. These TC define the rights and obligations of the Seller to its customers (hereinafter referred to as "Purchaser/s") and form an integral part of the content of the purchase agreement between the Seller and Purchaser, respectively. The relevant legislative provisions as found under Czech law, in particular the Civil Code (as amended), shall govern the Rights and Obligations of both parties when deemed to be outside the scope and effectiveness of the purchase agreement as covered under the TC.

#### **II. NECESSARY INFORMATION**

The Seller herein willingly provides the following information for the benefit of the Purchaser. Subsequently, the Purchaser confirms that by placing an order for goods that he/she is aware of the following:

(i) The Seller is identified as SPORTISIMO s.r.o. with registered offices at Řevnická 1/121, 155 00 Praha 5, (I.D. Nr.: 26194627), and registered in the Commercial Register maintained by the Municipal Court in Prague, under Section C, file #78675. The Seller provides all relevant contact information including telephone number, mailing address, e-mail address along with additional contact information as listed on the Website under 'Contacts' including the Seller's bank account information.

(ii) The identification of goods and/or services (hereinafter referred to as either "Goods", "Product/s" or "Service/s") and a description of related features and product characteristics are provided on the Website for each Product and/or additionally through a hyperlink provided to further reference a Product (a hyperlink to a partner's or manufacturer's website).

(iii) the price of the Goods, including all taxes, charges and other similar monetary fulfillment: it is always stated for the individual Goods and is final and the Seller is not entitled to unilaterally increase it in any way; if the nature of the Goods does not allow this price to be reasonably determined in advance, a specific method of calculating the price is always stated for the Goods,

(iv) The accepted method of payment options are specified on the Website at the time of check-out. The choice of how a payment will be tendered is up to the individual Purchaser; once a transaction has been completed, the method of payment cannot be changed without consulting with the Seller.

(v) Available options for the delivery of Goods will always be specified on the Website; delivery options will be identified based on a Purchaser's final delivery address. The Purchaser has the option to choose from any of the available delivery methods. However, once an order is placed into shipping status, none of the delivery details may be changed without consulting with the Seller.

(vi) the time of delivery or the fulfillment of the Goods: the Goods on the Website indicate whether the Goods are available (unfortunately, some Goods may be temporarily unavailable and therefore cannot be ordered/purchased, for which we apologise and we will endeavour to ensure their availability); the Goods may be available at the Seller's stores or warehouse; for specific Goods, the Website always indicates the time period (time range) when the Goods will be available for collection at a particular store or will be delivered via the Buyer's chosen transport,

(vii) A breakdown of delivery costs are provided on the Website and are calculated based on the Purchaser's shipping details and/or final delivery address. When the Purchaser selects a delivery method, he/she agrees to pay the fees associated with their choice of delivery method.

(viii) information about the existence of rights from defective fulfillment, if applicable also about the warranty for quality, after-sales service and their conditions: the Buyer has rights from defective fulfillment and the Seller provides service under the conditions as specified further in these OP, in particular in Article X of these OP,

(ix) All information gathered from a Purchaser's order, including personal data, is collected and stored securely in the Seller's database. The Seller utilizes industry standard data encryption technology to protect all confidential and personal information; the Purchaser, may at any time request information on the technology being used by the Seller for storing such information. Upon receiving such a request, the Seller will provide the Purchaser with a sufficient level of information in a manner which will not compromise the integrity of the security measures being used.

(x) All digital content found on the Website is stored by the Seller and is compatible for viewing with; (i) PC and Mac computer platforms. Some digital content may require the use of third party software applications such as, Microsoft Office (Word, Excel), Adobe Acrobat Reader (.pdf files). Content is generally created using common web format (html). The Seller, in accordance with relevant legislation, informs the Buyer of the above mentioned system requirements.

(xi) Costs associated with the use of the Website. No extra costs, fees, etc. for viewing the Website will be charged to the user. This does not apply to charges & fees associated with the processing of purchasing products, services and delivery fees when placing an order on this Website. Fees paid to an ISP (Internet Service Provider) for the purpose of gaining access to the internet are not governed by this document and are the sole responsibility of the user/Buyer and any agreement between the user/Buyer and their ISP.

(xii) the possibility of withdrawal, whereby the Buyer has the right to withdraw from the contract for the purchase of the Goods without giving any reason, within 30 (for Club Members - as defined below within 90) days from the date of receipt of the Goods (the last part thereof), as set out in Article IX. of these GSC,

(xiii) that the Buyer is entitled to send complaints to the Seller by any form of communication used by the Seller (see - Contacts) and in any matter and the Seller will deal with them and do everything possible to resolve them, the Seller may also use an automated communication system to deal with the complaint; the Buyer may also address the complaint to the supervisory or state supervision authority, which is (a) the Czech Trade Inspection Authority ([www. coi.cz](http://www.coi.cz)) - for consumer protection, (b) Trade Licensing Authority ([www.statnisprava.cz](http://www.statnisprava.cz)) - supervision of compliance with trade and service obligations, (c) Office for Personal Data Protection ([www.uoou.cz](http://www.uoou.cz)) - protection of personal data; in the event that the parties do not agree on an amicable resolution of their disputes, either of them may apply to the competent court,

(xiv) that the order, or the resulting purchase contract, will be stored with the Seller and the Seller will give the Buyer access to it on request, and that no later than the time of delivery of the Goods, the Seller will send/export to the Buyer's e-mail according to the order a confirmation of the concluded purchase contract corresponding to the Buyer's order for the Goods; such confirmation of the purchase contract corresponds to the template, which is [\[HERE\]](#) - link to the template confirmation of the purchase contract],

(xv) The process leading to the termination of the contract is defined in the English language or in any other language found on the Website as selected by the Buyer. In cases where discrepancies arise between the languages, the English version shall prevail;

(xvi) that the contract is concluded by filling in the necessary data - ordering the Goods via the Website, i.e. by filling in the necessary data in the order/e-shop form and confirming/ordering the Goods on the Website by confirming/clicking the the the [Confirm your purchase]/[Complete your order and proceed to checkout] button,

(xvii) Any errors made during the completion of the purchasing form on the Website may be changed before confirming and placing the order;

(xviii) Codes of conduct binding the Seller or which the Seller will comply to voluntarily will be published on the Website. In the event that the Website does not contain a code of conduct, there is no code of conduct binding the Seller;

(xix) The Buyer is entitled to download the Terms & Conditions.

(xx) In the event that the provision of these Terms & Conditions deviate from the binding legal provisions regarding the protection of buyers, provision of the TC will not be carried to term and legal provisions shall prevail. The same rule will apply if the Buyer waives any special right they are provided by law.

(xxi) that the Seller ensures that the reviews come from the Buyer so that reviews of products are only published from Buyers who have actually purchased the Goods (have delivered the order); only reviews from the Buyer from the contact e-mail address provided in the delivered order of the Goods are included, and only from the Buyer logged in within a customer account at [www.sportisimo.com](http://www.sportisimo.com) and also only with regard to the Goods purchased by the Customer; the verification of the above-mentioned facts is carried out by an automated system,

(xxii) The Seller may provide recommendations/recommended Goods on the Website based on an algorithm that takes into account the selling season, the date the Goods go on sale, the current stock availability of the Goods, the number of Goods ordered, the rating of the Goods, the number of times the Goods are displayed on the Website, the assignment of the Goods to product subcategories within the Seller's catalogue, price margins and partner marketing promotions; the relative weighting of each category is the same, but with a possible variation of +/- 20% for each category; the Seller is entitled to modify the above categories without publishing them here; upon the Buyer's request, the Seller will disclose the specific categories used and their weighting.

### **III. SUBJECT OF THE CONTRACT AND CLOSING**

3.1 The Buyer has the right to purchase Goods through the e-shop, i.e. to enter into a purchasing agreement with the Seller for the purchase of Goods (hereinafter referred to as the "Agreement").

3.2 Purchasing Goods through the Website is a service provided by the Seller within its rights as a retailer. Goods purchased through the Website are not intended for resale by the Buyer for business purposes. In the event that the Buyer wants to buy Goods for the purpose of carrying out their own business activities, the Buyer is required to inform the Seller and fulfil the obligations specified by the Seller to conclude a resale purchase agreement.

3.3 The Agreement between the Buyer and the Seller is finalised by providing all necessary information regarding the specifications of the Goods (goods description, size, colour, etc.), choosing a payment and delivery method and any other necessary information required on the purchasing form in order to place the order. The Buyer is obliged and entitled to check the completed form before the final confirmation and placing of the order and to correct any information where appropriate. After confirmation/submission of the order, which occurs at the moment when the buyer confirms/clicks the the [Confirm your purchase]/[Complete your order and proceed to checkout] button, the data can no longer be changed and the order is binding and the Contract has been concluded except for the following point.

3.4 Based on the placed order, the Seller reserves the right to ask the Buyer for additional confirmation of the order by another suitable means (apart from confirmation on the Website), e.g. by telephone or in writing. If the Buyer refuses to authorize such an order in the required method, the order is considered void and the contract of sale is not concluded.

3.5 If the Buyer fails to pay the purchase price in accordance with the order/contract, the Goods will not be delivered by the Seller and the Contract/order will be cancelled.

3.6 In justified cases the Seller may terminate the Agreement by other means of long-distance communication (other than through the Website) i.e. through e-mail communication or by phone. In this case the Agreement is concluded when:

(i) The Buyer will receive from the Seller by means of long-distance communication (especially e-mail correspondence) a summary of all the essential parts of the Agreement, i.e. product description, price delivery method, cost of delivery and payment, etc.; and

(ii) The Buyer has 12 hours once in receipt of the aforementioned order summary and purchase Agreement to reject or amend the order by responding to the Seller via e-mail at: [eshop@sportisimo.com](mailto:eshop@sportisimo.com), stating the order number and any other information specified by the Seller for the identification of the order.

3.7 The Seller is not responsible if the Buyer has not received the relevant electronic communication, or even the ordered goods, if it was delivered to the address specified by the Buyer (and/or when a third person was entitled to accept the delivery and the communication and/or Goods were accepted or rejected by this person). The Seller is not able or obliged to identify and check the accuracy of the information completed on the purchasing form of the

Website by the Buyer when placing the order. Only the Buyer is responsible for the accuracy of the information provided.

3.8 The Seller is entitled to use cookies or other digital means for assisting in the automatic completion of the purchasing form for orders.

3.9 The conclusion of the Contract between the Seller and the Buyer occurs on the basis of the proper/correct completion of the order form and all mandatory data (the completion of optional data is at the will of the Buyer) on the Website and the final confirmation/submission of the order by the Buyer, which occurs by confirming/clicking the [Confirm your purchase]/[Complete your order and proceed to checkout] button. The Seller shall confirm to the Buyer, by means of remote communication, the receipt of the order (in particular, by means of an e-mail message to the address provided by the Buyer).

3.10 Only Goods expressly ordered by the Buyer are subject to the Agreement, unless otherwise agreed between the Buyer and the Seller.

3.11 The Buyer acknowledges that the Goods offered on the Website by the Seller are also sold to the Seller's customers in the Seller's stores and that information about the Goods in stock on the Website is regularly updated, though it may sometimes happen that the Goods ordered are already sold out (although still listed as available on the Website). In this case, the Seller shall inform the Buyer immediately. If within 2 days both parties cannot agree to either extend the term of the order or choose another product, etc.) the Agreement shall expire and neither party is entitled to any compensation.

3.12 According to the Agreement, the Seller is obliged to deliver the Buyer flawless Goods:

- faultless goods in accordance with the specification stated on the Website in the description of the Goods or in the order for the Goods or with the characteristics that are usual for the type of Goods

- complying with all standards, rules and regulations applicable in the territory of the Czech Republic,

- equipped with Czech instruction manuals and repair lists, if it usual for the type of Goods,

- the tax document (invoice) is physically inserted in paper form in the package delivered with the Goods and/or is sent in electronic form to the e-mail from which the order was placed.

3.13 Upon the Buyer's request, the Seller shall issue the Buyer with a proof of purchase of the Goods with the date of sale, description of the Goods, price of the Goods, place of delivery, date of delivery, together with the Seller's identification data. The Seller shall also comply with this by sending a copy of the order for the Goods. At the same time, the Seller shall deliver to the Buyer,

no later than the time of delivery of the Goods to the e-mail address as per the Buyer's order, a confirmation of the concluded purchase contract corresponding to the order of the Goods made by the Buyer; such confirmation of the purchase contract shall correspond to the template which is [\[HERE\]](#) - link to the template confirmation of the purchase contract].

3.14 The Buyer acknowledges that the Goods may differ slightly from the photos on the Website (especially due to colour rendering, etc.) and this difference is not to be considered a defect.

3.15 The Buyer is entitled to terminate the already concluded Agreement (to cancel or change the order) if he notifies the Seller about the termination (cancellation of the order) at the latest in 2 hours after the Agreement has been concluded (the order placed) or before the order is at the packing line by e-mail to [eshop@sportisimo.com](mailto:eshop@sportisimo.com).

#### **IV. DELIVERY ADDRESS**

4.1 The delivery address is the place specified by the Buyer in the order/Agreement. The Seller delivers to all addresses in EU ([delivery information](#)). The Seller may at its own discretion allow or limit the delivery of Goods in other countries.

4.2 The Goods are dispatched from the Seller's warehouse or from selected stores of the Seller. The address of the warehouse is: Žižkova 707/11, Ostrava-Hrušov, ZIP Code 711 00.

4.3 The Seller's point of contact for the e-shop and customer service centre is at: **Žižkova 707/11, Ostrava-Hrušov, ZIP Code 711 00** (e-mail: [eshop@sportisimo.com](mailto:eshop@sportisimo.com)).

4.4 The ownership title of the Goods passes from the Seller onto the Buyer through the delivery of Goods to the address specified by the Buyer (regardless of whom the Goods are ultimately delivered to).

4.5 In case the Buyer agrees and authorises the delivery of their Goods to a third person (Agreement in favour of a third person), the entitled third party acquires the ownership right to the Goods by accepting the delivery (and becomes the Buyer with all the Buyer's rights and responsibilities). In case the third person refuses to take possession of the Goods, the Buyer who initially placed the order once again acquires ownership title to the Goods and the Agreement and logistics regarding the fulfilment of the delivery will continue between the Buyer and Seller. If the Buyer sells the Goods to a third person, the third person does not assume any rights above the Seller.

4.6 The Buyer is obliged to thoroughly check and inspect the delivered Goods. In case the Buyer finds the product faulty or somehow at odds with the placed order/Agreement, they are obligated to promptly notify the Seller as specified below for claims resulting from defective Goods.

#### **V. PRICE**

5.1 The purchase prices of the Goods listed on the Website are valid at the time of ordering the Goods/Contract conclusion, which occurs by confirming/clicking the [Confirm your purchase]/[Complete your order and proceed to checkout] button. The Seller reserves the right to change the prices before the conclusion of the Contract, i.e. also during the search for Goods on the Website, even if the Goods are placed in the shopping cart, etc., the final price of the Goods is always clearly indicated before the confirmation/click on the the [Confirm your purchase]/[Complete your order and proceed to checkout] button.

5.2 In the event of a typographical error in the price of the Goods, the Goods shall be sold at the error-free price if it was obvious and in the event of a non-obvious but demonstrable typographical error, the Contract shall not be concluded.

5.3 The purchase price is considered paid (with respect to the Buyer's payment method of choice) by crediting the full purchase price of the Goods to the Seller's account.

5.4 The purchase price specified on the Website and confirmed through the order and the Agreement is the final price for the purchase of ordered Goods (the price for (i) the delivery and (ii) the payment method is specified separately), including all taxes (especially VAT), fees, etc., unless expressly specified otherwise on the Website and in the order/Agreement (price for specific packaging, etc.).

5.5 The Seller is not obliged but is entitled to deliver the Buyer the invoice or other documents relating to the purchase price (and its payment). Evidence of the price and the obligation to pay the agreed price between the Seller and the Buyer is the Agreement.

5.5 The Buyer shall pay the purchase price with a payment method of their choice, including the price of the chosen method of delivery and the price for the chosen method of payment.

## **VI. DELIVERY TERMS**

6.1 The Seller will deliver the Goods within the time period specified on the Website for the ordered Goods.

6.2 The Goods are delivered via the delivery method selected by the Buyer, with the Goods being handed over to the selected carrier (delivery method) and delivered by them within the time period specified on the Website. The final time for delivery of the Goods depends on the Buyer's chosen delivery method. The time limit for delivery of the Goods may be determined by a certain interval. The specific delivery time will be communicated to the Buyer by the chosen carrier.

6.3 If the delivery period for the Goods is not specifically stated, then it is 30 days from the date of dispatch of the order/contract and payment of the agreed price of the Goods including the cost of transport and means of payment. In the case of a time limit specified by days, these shall be working days unless otherwise stated.

6.4 The time limit for delivery of the Goods shall commence from the date of placing the order/closing the Contract and, in the case of a choice to pay the price for delivery of the Goods in a manner other than on receipt of the Goods, from the time of payment of the price for delivery of the Goods.

6.5 The time limit for delivery of the Goods may be extended in proportion to the circumstances if the delay is caused by a force majeure or circumstances not caused by the Seller, but the maximum time limit for delivery shall be 30 days.

6.6 If the Seller is unable to deliver the Goods within the stated period, the Seller shall notify the Buyer of this fact without undue delay. If the parties fail to agree otherwise within five (5) days (to extend the date of delivery of the Goods or otherwise change the order), the Buyer may withdraw from the Contract and neither party shall be entitled to claim any compensation, etc. from the other party.

## **VII. DELIVERY COSTS**

7.1 Besides the obligation to pay the purchase price for the Goods, the Buyer is obliged to pay the Seller for the delivery of Goods in the amount dependent on the delivery method chosen by the Buyer as specified on the Website.

7.2 Delivery costs vary depending on the delivery method offered by the Seller and chosen by the Buyer and include all applicable costs and taxes (especially VAT).

7.3 The current price for delivery of the Goods is inclusive of VAT and is always stated for each delivery method. Due to possible changes in the prices for delivery of the Goods (by carriers), these prices are not listed and updated here, but are always for the Goods on the Website.

7.4 The Seller may - according to the information of the delivery of the Goods - deliver certain Goods that are above a certain purchase price for free or at discounted prices.

## **VIII. PAYMENT METHOD**

8.1 The Buyer shall pay the price for the Goods, i.e. the purchase price, the price for the delivery and the price for the payment method of choice (or another agreed-upon price) using the payment method offered by the Seller (and chosen by the Buyer), which is an on-line payment through the payment system used by the Seller (such as payment card - GP WebPay) – see information about the payment by card.

8.2 A payment method chosen by the Buyer may be subject to a fee specified on the Website along with the payment of the purchase price of the Goods. Regarding possible changes in the price of payment methods, those prices are not specified and updated in these TC but always on the Website.

## **IX. TERMINATION OF THE AGREEMENT WITHOUT REASON; RETURN, EXCHANGE OF GOODS**

9.1 The Buyer has the right to withdraw from the contract for the purchase of the Goods concluded through the Website / from the purchase of the Goods made through the Website (means of distance communication) without giving any reason under the following conditions.

9.2 The Buyer has the right to withdraw from the Contract executed through the Website without giving any reason within 30 days from the date of receipt of the Goods (delivery of the last of the Goods). 9.3 The Buyer must deliver a written notice of termination to the Seller:

(i) **to the address:** SPORTISIMO s.r.o. - E-SHOP, Žižkova 707/11, Ostrava-Hrušov, ZIP Code 711 00;

(ii) by using the form on the Website, (withdrawal from the agreement within 30 days of delivery).

9.4 The timeframe of 30 days for the termination notice is observed (complied with) if the termination notice is dispatched for delivery to the Seller at the latest before the expiry of the 30 days period (dispatched for delivery on the last day).

9.5 The Buyer shall not be entitled to withdraw from the Contract for the supply of Goods in sealed packaging which, for health or hygiene reasons, are not suitable for return after they have been damaged by the Buyer - e.g. earphones etc.

9.6 If the Agreement is terminated (or Goods are returned) without reason, the Buyer must send or hand-over the Goods to the Seller without undue delay, no later than 14 days from the delivery of the termination notice. To facilitate the process of returning the Goods, the Buyer will be asked to insert the printed termination notice along with the receipt/invoice into the package of returned Goods. The Seller may request proof of the Goods' origin and the Buyer must comply in providing this.

The buyer must return the Goods to the Seller at the **following address:** Sportisimo s.r.o. - E-shop, Žižkova 707/11, Ostrava-Hrušov, ZIP Code 711 00. The Goods must be sent by standard mail. Payment for the delivery is the Buyer's responsibility. Once returned and received, the Seller will send a confirmation e-mail to the Buyer with a receipt of the returned Goods.

9.7 The Seller shall refund the Buyer all funds, including the cost of delivery, received from the Buyer and based on the Agreement without undue delay, within 14 days of receiving the termination notice, using the same method the Buyer used for payment, unless both parties agree otherwise. The Seller may return the funds to the Buyer using another payment method, only if agreed by the Buyer and if this method is free of additional costs to the Buyer. The refund will be processed as an international bank transfer via code IBAN of the Buyer.

9.8 If the Buyer has chosen a delivery method of Goods from the Seller (in the order of Goods), other than the cheapest method, the Seller will only refund the Buyer the cost of the cheapest delivery method for the delivery of Goods. In the event that the Buyer withdraws from the

purchase contract only in respect to part of the Goods (the Buyer bought more Goods within one Contract / order and withdraws / returns only some Goods) and the price for transport of all Goods was determined / agreed within one Contract / order by one amount for all the Goods, then the Seller does not return the price paid for the transport of the Goods to the Buyer (he returns such a price for transport only if the Buyer withdraws from the entire Contract, i.e. all Goods purchased under one Contract / order).

9. 9 If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs associated with the return of the Goods to the Seller, even in the case where the Goods cannot be returned due to their nature by the usual postal route; in the event that the Goods cannot be returned due to their nature by the usual postal route and the Buyer is unable to arrange the transport of the Goods, the Seller shall arrange the transport of the Goods from the Buyer (from the place designated by the Buyer), and the Buyer shall be obliged to pay the transport price of [... ],-CZK for each kilometre (calculated by road) from the place of collection to the Seller's central warehouse.

9.10 In the event that the Goods are returned after withdrawing from the Contract already used, damaged, contaminated, or without the documents supplied with the Goods, the Buyer shall be liable to the Seller for the reduction in the value of the Goods resulting from the handling of the Goods in a manner other than that necessary to acquaint him with the nature, characteristics and functionality of the Goods (hereinafter referred to as "Replacement"). The Seller shall claim the Replacement from the Buyer by sending the Buyer the funds received from the Buyer for the purchase of the Goods less the Replacement, or if the depreciation is not discovered until after the return of the purchase price, the Buyer shall pay the Replacement to the Seller within ten (10) days after the demand for payment.

9.11 In case there is a termination to the Agreement of services started at the request of the Buyer before the end of the termination period, the Buyer is obliged to pay for services provided to the Buyer before the termination of the Agreement.

9.12 For the first exchange of Goods in the specified time, the Seller does not charge any fees for packaging and delivery. The exchange of Goods may be carried out by sending the Goods by mail. In the event that the price of the new product is higher, the Buyer will pay the difference. The Goods for exchange have to be delivered in their original packaging; with any accessories, unused, undamaged, and in a general condition suitable for reselling. When exchanging the product, the Buyer must submit the receipt of purchase for the Goods. The exchange of Goods by mail can only be made by sending to the address of the Seller's warehouse.

## **X. LIABILITY FOR DEFECTS, WARRANTIES, CLAIM ON DEFECTS, SERVICE**

10.1 The Seller shall be liable to the Buyer that the Goods are free from defects on receipt. In particular, the Seller shall be liable to the Buyer that at the time the Buyer accepted the Goods, the Goods:

(i) correspond to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other characteristics agreed or stated by the Seller,

(ii) is fit for the purpose for which it is required by the Buyer and agreed to by the Seller; and

(iii) is supplied with the agreed accessories and instructions for use, including assembly or installation instructions,

(iv) it is fit for the purpose for which a thing of that kind is normally used, including having regard to the rights of third parties, legislation, technical standards or industry codes of practice, where there are no technical standards,

(v) it is equivalent in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of items of the same kind which the buyer can reasonably expect, including in the light of public statements made by the Seller,

(vi) is supplied with such accessories, including packaging, assembly instructions and other instructions for use, as the Buyer may reasonably expect; and

corresponds in quality or workmanship to the sample or template provided by the Seller to the Buyer prior to the conclusion of the Contract.

10.2 The Buyer may complain/assert a defect which becomes apparent in the Goods within two years of receipt. If a defect manifests itself within one year of receipt of the Goods, the Goods shall be deemed to have been defective upon receipt, unless the nature of the Goods or the defect precludes this. This period does not run for the time during which the Buyer cannot use the Goods if he has rightly complained about the defect.

10.3 The Seller shall also be liable to the Buyer for any defect caused by incorrect assembly or installation of the Goods by or under the responsibility of the Seller; the same shall apply if the assembly or installation was carried out by the Buyer and the defect was caused by a defect in the instructions provided by the Seller.

10.4 The Buyer is not entitled to the right of defective performance if the Buyer caused the defect in the Goods. A defect in the Goods shall not include wear and tear caused by normal use or, in

the case of a used item, wear and tear corresponding to the extent of its previous use. Goods sold at a lower price cannot be faulted for the defect for which the lower price was agreed.

10.5 [Warranty] If the specific Goods are directly stated, whether on the Site or directly on the Goods, then the Seller warrants the Goods to the Buyer for the period stated in the warranty, commencing from the time of acceptance of the Goods by the Buyer.

10.5.1 The Warranty ensures that the Goods will retain their function and performance for the stated period and under normal use. If this is not the case, then the Buyer shall have the right throughout the warranty period to have the Seller supply new Goods free from defects or to have the Goods repaired and if this is not possible the Buyer shall have the right to cancel the Contract or to demand a reasonable discount.

10.5.2 The buyer is not entitled to the warranty if the defect was caused by an external event or the buyer himself after the responsibility for the goods has passed to the buyer.

10.6 The period from the rightful exercise of the right of liability for defects until the time when the Buyer was obliged to take over the Goods after the end of the complaint procedure is not included in the warranty period. If the Goods are replaced, the warranty period starts again from the receipt of the new item. The same applies to the relevant part if it is replaced. The warranty period is not to be confused with the lifetime of the Goods, i.e. the period of time for which the Goods can last, given their characteristics, their purpose and the variation in the intensity of their use, if properly used and cared for.

10.7 Upon request, the Seller will confirm to the Buyer in writing, to what extent, and for how long it assumes responsibility for any defects found with the Goods. The confirmation shall contain the name, address, identifying information, and/or all information necessary to determine the Seller's identity. If requested, the Seller will explain the content, scope, terms and duration of the responsibility for defects and how the Buyer may assert their rights arising from defects. The Seller will also state what Buyer's rights are not affected by the claim on a defect. If the purchased product does not otherwise require it, a certificate shall replace the proof of purchased goods containing the aforementioned information.

10.8 If the Goods have a defect (i.e., in particular if they do not comply with the above mentioned clause 10.1 of these GTC), the Buyer may demand the removal of the defect. He may also, at his option, demand the delivery of new Goods without defect or the repair of the Goods, unless the chosen method of removing the defect is impossible or unreasonably expensive compared to the other method; this shall be assessed in particular with regard to the significance of the defect, the

value the Goods would have without the defect and whether the defect can be removed by the other method without significant difficulties for the Buyer. The Seller may refuse to remedy the defect if it is impossible or unreasonably costly to do so, having regard in particular to the significance of the defect and the value the Goods would have had without the defect.

10.9 The Buyer may, at ones option, demand a reasonable discount or withdraw from the Contract if

(i) the Seller has refused to remedy the defect or has failed to remedy it in accordance with the Buyer's reasonable request under the preceding clause 10.8 of these GC,

(ii) the defect appears repeatedly,

(iii) the defect is a material breach of the Contract, or

(iv) it is apparent from the Seller's statement or the circumstances that the defect will not be remedied within a reasonable time or without substantial hardship to the Buyer.

10.10 A reasonable discount shall be determined as the difference between the value of the Goods without defect and the defective Goods received by the Buyer.

10.11 The Buyer cannot withdraw from the Contract if the defect in the Goods is insignificant; the defect shall be deemed not to be insignificant - that is, the fact that the defect is insignificant must be proved by the Seller.

10.12 If the Buyer withdraws from the Contract, the Seller shall refund the purchase price to the Buyer without undue delay after receiving the Goods or after the Buyer proves that he has sent the Goods.

10.13 Defect (claim) rights shall be asserted/applied to the Seller from whom the Goods were purchased. However, if the certificate issued by the Seller lists another person designated for repairs and these are in the same location as the Seller or closer to the Buyer, then the Buyer may claim and carry out the repair of the product with this person. The designated person shall ensure the repair is carried out within 30 days, unless the parties agree otherwise.

10.14 It is recommended that the buyer notifies the Seller that the product is defective without undue delay after a defect becomes apparent. The Seller is not liable to compensate for further defects arising from the use of the defective product after the defect became apparent. Along with the notification of the defect, the Buyer must inform the Seller about the particularities of the defect with the respective claim on how it should be settled; the claim settlement cannot be changed unless otherwise agreed with the Seller.

10.15 The location for making a complaint (alleging a defect) is: Žižkova 707/11, Ostrava-Hrušov, ZIP Code 711 00 – by sending the defective Goods with the claim by mail. To facilitate communication, the Buyer should label the package with "Claim for defect - e-shop" and give adequate contact information, such as their address and telephone number. The Seller will not accept any unauthorised delivery requiring payment by the Seller.

10.16 The Buyer is obliged to prove that he purchased the Goods from the Seller and that he claims the defect within the proper time limit (within two years from the receipt of the Goods). Without proving these facts, the Seller is not obliged to accept the claim.

10.17 For an appropriate assessment of defects and their settlement, the Buyer is obliged to deliver the Goods so that the Seller is able to assess and settle the claim. The Seller is not obliged to accept the Goods for defect claims: (i) when it is impossible to assess and settle the claim and/or (ii) when the Goods are not clean, dry, etc. in accordance with general hygienic requirements and/or proper conditions expected of the product.

10.18 The Seller or its authorised person shall decide on the claim over the defect immediately after the delivery of the notice and the Goods for inspection; in complicated cases within three working days. This period does not include the length of time required for the expert assessment of the defect if necessary. Claims over the defect, including the settlement of the defect, must be executed without undue delay, at the latest within 30 days of the claim notice, unless the Seller and the Buyer agree to a longer period.

10.19 The Seller shall inform the Buyer about the settlement of the claim by e-mail.

10.20 The Seller shall present the Buyer with confirmation about the claim over the defect, containing the time of notice/claim, the content of the claim, what settlement(s) over the defect is/are demanded, as well as details about the repair and its duration and a written justification in case the claim is rejected.

10.21 If the defective Goods were sent for the claim assessment by mail, after the settlement of the claim the Seller will send the Goods to the address of the Buyer, otherwise the Goods will be ready for pick up at the point where the claim was made and/or at a respective store.

10.22 If the Buyer does not collect the claimed Goods within the appropriate time period, the Seller is entitled to charge the Buyer for storage of the Goods.

10.23 In case of a justified claim for defects the Buyer is also entitled to claim compensation for reasonable expenses incurred in order to claim the defective Goods, especially standard transportation/delivery costs of the Goods back to the Seller.

## **XI. MISCELLANEOUS**

11.1 In case the Seller provides the Buyer with additional concessions associated with the acquisition of the Goods (such as a lengthier period for the exchange/return of Goods, etc.) then

these special conditions offered by and agreed to by the Seller may be employed by the Buyer instead of the standard conditions stated in these TC.

11.2 For other Buyer's claims/rights not specially stated in these TC, the appropriate condition of these TC shall apply mutatis mutandis and/or optionally the standard and conventional trade procedures are applicable for the realization of the Buyer's rights/claims with regard to the protection of the Buyer as a consumer.

11.3 The Seller will accept and settle the Buyer's complaints via the following e-mail address: eshop@sportisimo.com. Information about the settlement of the complaint will be sent by the Seller to the Buyer's e-mail address.

## **XII. PERSONAL DATA PRIVACY & PROTECTION**

12.1 The Seller will process the personal data of the Buyer communicated to him during the purchase of the Goods and the Buyer agrees with this processing of personal data and their use below by their communication to the Seller. The seller will process all data communicated about the buyer, in particular:

- name and surname,
- e-mail,
- telephone number,
- address
- payment card details to the extent of the issuer, card expiration date + first and last four digits, under the conditions specified in the Article 13. 4. below

The Seller usually obtains personal data directly from the Buyer through the Seller's website or in communication with the Buyer. We will receive payment card details from the operator of the payment gateway Global Payments Europe, sro, IČO: 27088936, with its registered office at V olšínách 626/80, Strašnice, 100 00 Prague 10, who will process the said personal data for us as a processor, if you consent to the above, for example, by checking the appropriate box for consent. With this consent, you expressly agree to the transfer of this data to the Seller by Global Payments Europe, s.r.o.

12.2 The specified personal data with the exception of the payment card details will be stored and used for the purpose of the execution of the Agreement, identification of the parties, the fulfilment

of the Agreement and for the purpose of the Agreement evidence and the future potential application and defence of the rights and obligations of the parties. These personal data will be stored for the above-mentioned purpose for the duration of the contractual relationship and for a period of 10 years after the termination of the contractual relationship, unless otherwise required by the law.

12.3 The e-mail address and phone number will be further stored and used for the commercial communication database ("Marketing Authorization") if the buyer provides its consent for such use, for example by ticking the appropriate consent box for consent or by not ticking the appropriate box for disagreement, during the ordering of the Goods. This data will be stored and used for a period of 3 years from the date of the last Agreement, unless you extend this term. You can terminate/unsubscribe at any time and your data will be removed from the databases, for example by sending a letter, e-mail to [eshop@sportisimo.com](mailto:eshop@sportisimo.com), by clicking on the link in the commercial message, by sms or by other appropriate means. Consent for marketing purposes includes, in particular, agreement to:

- to receive general business/marketing communications,
- to receive customised business/marketing communications,
- to receive information about competitions (consumer/marketing),
- to receive inquiries about satisfaction, evaluation of the Seller, the purchase or the Goods,
- to receive other communications, queries or requests related to the improvement or control of the provided services or the sale of the Goods and the exploration of the buyer's opinion as a customer – always in relation to Seller's Goods / Services.

12.4 Payment card details will be further processed in order to facilitate future purchases by the Buyer by pre-filling the payment information for the ordered Goods, if the Buyer provides his consent for this use, for example by checking the appropriate box, for a period of 3 years from the last Contract, unless you extend this period. You can easily stop / cancel the processing of payment card data at any time and your data will be removed from the databases, for example by sending a letter, e-mail to: [eshop@sportisimo.com](mailto:eshop@sportisimo.com) or other suitable means.

The Seller will always store and use the personal data in accordance with applicable law.

12.5 The storage and use (process) of personal data is executed out by the Seller but the personal data may also be processed by other processors, in particular:

- Provider of marketing services Exponea CZ, s.r.o, Company ID: 05927927, with registered office at Rohanské nábřeží 678/29, 186 00, Praha 8,
- Global Payments Europe, sro, IČO: 27088936, with its registered office at V olšinách 626/80, Strašnice, 100 00 Prague 10
- Providers of transport services,
- Providers of respective databases, analytical or software systems, services and applications that meet the privacy policy.

Personal data may be transferred by the Seller to servers located outside the Czech Republic or to third-party affiliates or other trusted third-party companies processing personal information.

12.6 For the protection of personal data, the Seller will use all reasonable means and appropriate measures, and will also require all third parties to process personal data accordingly.

12.7 In the event that the buyer has any queries, comments or concerns about the processing of personal data the buyer may contact the Seller at any time.

12.8 The buyer has especially the right to contact the Seller if he does not wish to be contacted by commercial communications in the future.

12.9 The buyer has regarding the personal data privacy this rights:

- to know what personal data is processed by the Seller,
- request the access to, and update or change the personal data, or request process restrictions,
- request to erase personal data – but with the exception of the data processed under paragraph 13.1 above for the execution of the Agreement,
- to request the transportation of personal data to another subject,
- to request a copy of the processed personal data,

- to raise objections to the Seller regarding the processing of the personal data,
- file a complaint with the Office for Personal Data Protection (<https://www.uoou.cz>),
- to court proceeding if you believe that your rights have been infringed as a result of the processing of your personal data.

12.10 The Seller hereby informs the purchaser that the Personal Data Protection Supervisory Authority is the Personal Data Protection Office with its registered office in Pplk. Sochora 27, Praha 7, 17000 ([www.uoou.cz](http://www.uoou.cz)), registration number of the entity / the buyer is 00032409. The buyer can also ask for supervision the respective Personal Data Protection Supervisory Authority in its country of origin/residency.

12.11 The administrator is entitled to process personal data through a designated processor (s), and the buyer acknowledges that the processor or processors thus designated are no longer subject to further approval.

12.12 Other information on the personal data privacy may be posted also elsewhere on the website.

#### **XIV. Information on alternative resolution of consumer disputes (ADR)**

1. Dear customers, we would like to inform you that any your requests and even disputes that arises between you and our company we always try to properly consult and solve to mutual satisfaction.
2. If, however, we fail to meet your expectations, and thus any kind of unsolved dispute arises between you and our company, than you are entitled to ask for so-called alternative dispute resolution (“**ADR**”) – out-of court settlement.
3. In the case of a dispute between you (as a consumer) and our company concerning the sale of our goods/services you can ask specific (authorised) body to help you to find an out-of court settlement through the ADR procedure. The specific body entitled for the ADR procedure is especially: the Czech Trade Inspection (“**CTI**”) (as we are a Czech company selling goods from the Czech Republic) – you can find more information on the CTI’s website: [www.coi.cz](http://www.coi.cz). Other bodies entitled for the ADR procedure (including cross-border sales/disputes) and further information about ADR you can find also on the official EU website, <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

4. The ADR Procedure is initiated/started with a request (made by you or us), which must at least contain:

- a) identification of the parties (yours and ours)
- b) complete and understandable description of respective facts/dispute description,
- c) the proposal of what you ask for – petition (e.g. to refund the purchase price, the exchange of goods, etc.),
- d) the date when you applied for the respective proposal/petition (what you ask for) at our company,
- e) statement that the dispute was not solved by or is pending in court, arbitration or before other respective body;
- f) date and signature.

4.1 The application should be accompanied with a proof that you (tried and) have failed to solve the dispute directly with our company (for example, our correspondence, etc.) and other necessary evidence. The application shall be accompanied by power of attorney, if an attorney represents you.

4.2 You can submit the application with the authorized body within 1 year from the date on which you applied your proposal (i.e. the withdrawal/complaint) at our company (Czech legal regulation).

4.3 ADR procedure must be completed within 90 days. For particularly complex disputes the respective body is entitled to prolong that period by a maximum of 90 days (Czech legal regulation).

4.4 ADR procedure ends with:

- (a) mutual agreement of the parties (optional),
- (b) your unilateral declaration of termination (withdrawal) of ADR procedure,
- (c) your death, declaration of death or dissolution of one of the parties without a legal successor,
- (d) fruitless passing of the deadline for resolving the dispute,
- (e) refusal of the application (for its defects), (Czech legal regulation).

Other countries (then Czech Republic) can have also different legal regulation of the ADR.

4.5 ADR procedure is free of charge. Costs of the parties associated with the ADR procedure shall be borne by themselves and will not be reimbursed.

4.6 The body entitled to ADR procedure shall determine their specific rules for the ADR procedure.

5. In case the ADR procedure will not lead to (will not end with) the solution of the dispute, you are always entitled to ask the respective court (respective body) to solve the dispute.

6. It is not necessary for you to use the ADR procedure (before a court action), but it is advisable.
7. For further information please visit the respective websites of the authorised bodies (to perform ADR procedure) – especially the [https://webgate.ec.europa.eu/odr/main/index.cfm ? event = main.home.chooseLanguage](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage).

#### **XIV. FINAL PROVISIONS**

14.1 The Terms and Conditions are applicable from the date stated in the TC as posted by the Seller on the Website from the day when the order is placed, unless the parties agree otherwise in writing.

14.2 The Seller is entitled to alter these TC at its discretion. Any changes will thereafter be posted on the Website. The TC will always appear on the Website in the current/applicable version. The ineffective (old) TC will be also published on the Website.