

# General Terms and Conditions

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## 1. INTRODUCTORY PROVISIONS

### 1.1. Validity of Terms and Conditions

These business terms and conditions of the Agricultural Cooperative Haňovice, with its registered office at Haňovice 18, ZIP Code 783 21, Company ID 00147346, registered in the Commercial Register kept by the Regional Court in Ostrava, Section Dr. XXIV, Insert 1114 (hereinafter also referred to as the "seller"), are valid and effective from December 7, 2023 (hereinafter referred to as the "terms and conditions"). These terms and conditions apply to the activities of the seller's center - "Platy Mladeč center" with the contact address stated in paragraph 11.4. below. For third parties entering into contractual legal relationships with the seller, the terms and conditions become effective upon their publication on the web interface of the seller's online store (hereinafter referred to as the "web store interface"), operated by the seller at the internet address [www.plastymladec.cz](http://www.plastymladec.cz). The terms and conditions regulate the mutual rights and obligations of the contractual parties arising in connection with or based on a purchase agreement (hereinafter referred to as the "purchase agreement") or other agreements, including agreements concluded through the web interface of the seller's online store, with the provisions contained in these terms and conditions being an integral part of the respective agreement, with differences in rights and obligations:

- between the seller and any person who, outside the scope of their business or outside the scope of independent performance of their profession, enters into a purchase or other agreement with the seller or otherwise deals with the seller (hereinafter referred to as the "consumer buyer" or "consumer"), where a consumer is defined in Section 419 of Act No. 89/2012 Coll., the Civil Code, in its valid and effective wording (hereinafter referred to as the "Civil Code") - rights and obligations between the seller and the consumer are governed by these terms and conditions, and especially by the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, in its valid and effective wording (hereinafter referred to as the "Consumer Protection Act"), when a purchase agreement is concluded between the parties in accordance with the provisions of Section 2079 et seq. of the Civil Code,
- between the seller and another natural or legal person who independently carries out economic activity on their own account and responsibility by engaging in a business or similar manner with the intention of doing so systematically for the purpose of making a profit and between the seller and the state, a state organization, or a self-governing territorial unit (hereinafter referred to as the "business buyer" or "business"), where a business is defined in Section 420 et seq. of the Civil Code - rights and obligations between the seller and the business buyer are governed by these terms and conditions and especially by the Civil Code when a purchase agreement is concluded between the parties in accordance with the provisions of Section 2079 et seq. of the Civil Code.

### 1.2. Buyer Identification

If these terms and conditions regulate certain rights and obligations jointly for a consumer buyer and a business buyer, the consumer buyer and the business buyer are collectively referred to as the buyer.

## 1.3. Legal Order

Rights and obligations between the seller and the buyer are governed by the legal order of the Czech Republic, even in the presence of an international element. This does not affect the rights of the consumer buyer arising from legal regulations.

## 1.4. Deviations in the Agreement

Rights and obligations different from these terms and conditions can be agreed upon in the purchase or other agreement concluded between the parties. Deviations in the purchase or other agreement take precedence over the provisions of these terms and conditions.

## 1.5. Language of the Contract

The purchase or other agreement and the terms and conditions are drawn up in the Czech language. The terms and conditions are also available in English on the web interface. The purchase agreement can be concluded in Czech or English.

## 1.6. Previous Terms and Conditions

The seller may change or supplement the wording of the terms and conditions, with the effects of these changes or additions occurring through the publication of the relevant new wording on the web interface of the store. This provision does not affect the rights and obligations of the parties arising during the validity of the previous wording of the terms and conditions.

# 2. CONCLUSION OF THE PURCHASE AGREEMENT

## 2.1. Other Agreements

Unless otherwise stipulated in these terms and conditions or expressly agreed otherwise between the parties, the provisions of these terms and conditions intended for the conclusion of a purchase agreement shall also apply reasonably to other agreements concluded between the parties.

## 2.2. Presentation of Goods

All presentations of goods on the web interface of the store are for informational purposes only, and the seller is not obliged to conclude a purchase agreement for these goods. The seller expressly declares that, although the presentation of goods on the web interface of the online store would otherwise contain all essential elements of a purchase agreement, it does not constitute an offer in the

sense of the Civil Code, where the seller does not intend to be bound solely by acceptance of the offer through the presentation of goods, and the provisions of Section 1732 (2) of the Civil Code do not apply to the presentation of goods on the web interface of the store. The proposal to conclude a purchase agreement is made by the order placed by the buyer in accordance with Article 2.3. The web interface of the store contains information about the goods, including the price of each item, specifying the price primarily excluding value-added tax (hereinafter also referred to as "VAT") and including VAT (rounding is done according to general mathematical rules), and all related fees. The prices of goods remain valid for the period they are displayed on the web interface of the store. This provision does not limit the seller's ability to conclude a purchase agreement under individually agreed conditions, i.e., expressly with an agreement on a different price than stated for the goods on the web interface of the store.

## 2.3. Order

Before ordering goods, the buyer is required to familiarize themselves with these terms and conditions. Furthermore, the buyer must thoroughly acquaint themselves with the information provided on the web interface of the store regarding the goods, including the price of the goods including all taxes and fees, the designation of the goods, and a description of its main characteristics. If the buyer considers this information insufficient, they must contact the seller to request additional information. To order goods, the buyer sends an order by email. The order email includes, in particular, the following information:

- information about the buyer, and if the buyer provides their identification number in the order, it is assumed that the buyer is a business buyer according to Article 1.1. of these terms and conditions,
- information about the ordered goods
- information about the desired method of payment for the purchase price of the goods,
- information about the desired method of delivery of the goods, and
- information about the costs associated with the delivery of the goods.

## 2.4. Order Confirmation

The buyer sends the order to the seller by email. By sending the order, the buyer confirms that they have acquainted themselves with these terms and conditions and with other information and details that they should become familiar with, especially according to Article 2.3. of these terms and conditions. By sending

the order, it is assumed that the buyer has acquainted themselves, agrees with them, and undertakes to comply with them. The information provided by the buyer in the order is considered complete, correct, and truthful at the time of sending it to the seller. Immediately upon receiving the order, the seller confirms the acceptance of the order to the buyer by email to the email address specified by the buyer in the order email.

## 2.5. Additional Order Confirmation

The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, expected transportation costs, etc.), to request additional confirmation of the order from the buyer (e.g., in writing or by phone).

## 2.6. Conclusion of Purchase Agreement

The contractual relationship between the seller and the buyer arises with the delivery of an unconditional order confirmation sent by the seller to the buyer by email in accordance with Article 2.4. of these terms and conditions, to the email address of the buyer (hereinafter also referred to as the "order confirmation"). Thus, the order confirmation is the acceptance of the order according to the relevant provisions of the Civil Code, and the purchase agreement is concluded by delivering it. The seller reserves the right to send the buyer, together with the order confirmation in electronic form, other documentation than mentioned above.

## 2.7. Time for Dispatch of Goods

The seller will deliver the goods to the buyer according to the order, depending on the availability of the goods and its operational capabilities, in the shortest possible time. Unless otherwise agreed between the parties, the purchase agreement is concluded with the full awareness of the parties without containing an agreement between the parties regarding the specific delivery time of the goods.

## 2.8. Costs Related to the Conclusion of the Purchase Agreement

The buyer agrees to the use of distance communication means when concluding the purchase agreement. The costs incurred by the buyer in using distance communication means in connection with the conclusion of the purchase agreement (costs of internet connection, telephone call costs) are borne by the buyer.

## 2.9. Amendment of the Purchase Agreement

After the conclusion of the purchase agreement, it can only be changed by mutual agreement of the parties. The buyer is entitled to request a change to the content of the purchase agreement, and the purchase agreement is changed at the moment of sending the acceptance, i.e., approval or confirmation by the seller of the requested change, to the buyer's email address. The seller is not obliged to accept a change to the purchase agreement, especially if the goods have already been handed over to a third party for transport, or if the goods have been modified according to the buyer's requirements.

## 2.10. Sale to Foreign Countries

Shipments to foreign countries cannot be sent cash on delivery; the order must always be paid in advance before the shipment of goods by bank transfer (proforma invoice) or an invoice with an agreed due date. In the event that the buyer requests a VAT deduction when selling abroad, the buyer must provide the seller with a Certificate of VAT Payment according to the applicable VAT regulations in the buyer's territory. Based on valid agreements with manufacturers or importers, the sale of selected products, product lines, or brands may be restricted only to the territory of the Czech Republic.

## 3. PURCHASE PRICE AND PAYMENT TERMS

### 3.1. Purchase Price

Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivering the goods to the buyer unless otherwise agreed in the purchase agreement. If not expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

### 3.2. Methods of Payment of the Purchase Price

The buyer can pay the price of the goods and any costs associated with the delivery of the goods under the purchase agreement in the following ways:

- In cash on delivery at the location specified by the buyer in the order,
- Non-cash payment in advance by transfer to the seller's bank account as stated on the invoice, or proforma (advance) invoice; if the buyer chooses this method of payment, the goods are dispatched only after the full purchase price, including the costs associated with the delivery of the goods, is credited to the seller's account, and the provisions of § 2119 para. 1 of the Civil Code do not apply,
- Non-cash payment at the place of delivery of the goods through the carrier's payment system that allows this service. The seller is entitled to request a deposit before starting the production of the goods, or before its dispatch. Any deposit will be paid based on the proforma (advance) invoice issued by the seller and sent to the buyer's electronic address together with the order confirmation or no later than 5 working days from the date of sending the order confirmation. The seller is not obliged to fulfill the order until the deposit is paid.

### 3.3. Due Date of the Purchase Price

In the case of cash on delivery, the purchase price is due upon receipt of the goods. In the case of non-cash payment in advance, the purchase price is due individually according to the issued invoice. If the purchase price is not paid within the period specified in the previous sentence, the purchase agreement expires without further extension of this period. In the case of non-cash payment, the

buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the entire purchase price to the seller's account.

## 3.4. Dispatch of Goods Only After Payment of the Purchase Price

Even if a different payment method is chosen than non-cash payment in advance to the seller's account, the seller is entitled, in justified cases, especially if the buyer does not provide additional order confirmation (Article 2.5) or if it is justified by the extraordinary transportation costs or the price of the goods, to request payment of a part or the entire purchase price before dispatching the goods to the buyer. If, in the situation described in the previous sentence, the buyer does not comply with the seller's request, i.e., explicitly does not accept or does not act in accordance with it, the seller has the right to withdraw from the contract without further notice. The provisions of § 2119 para. 1 of the Civil Code do not apply.

## 3.5. Invoice

Regarding payments made based on the purchase agreement, the seller will issue a tax document - an invoice, which serves as proof of the purchase of the goods. When sending the goods by a transportation service, the invoice is included in the shipment. Unless agreed otherwise, the invoice also serves as a delivery note. The seller is the payer of value-added tax. Invoice details of the buyer cannot be changed retroactively after the order is sent.

## 3.6. Contractual Penalty

If the buyer does not pay the purchase price or any other monetary obligation to the seller within the agreed period, the buyer is obliged to pay the seller a contractual penalty in the amount of 10% per annum of the unpaid invoiced amount until the day of its full payment. In the event of non-payment of the invoiced amount by the due date, the buyer reserves the right to suspend all further deliveries ordered by the buyer. The right to statutory interest for delay remains unaffected by the agreement on the contractual penalty.

Translation:

# 4. WITHDRAWAL FROM THE PURCHASE AGREEMENT

## 4.1. Withdrawal from the Contract

Either party to the contract may, under the conditions specified in these terms and conditions or agreed upon in the contract, withdraw from the contract without further notice, even if they do not state or

have any reason for doing so. The right to withdraw from the contract by the consumer buyer, if the purchase contract was concluded using means of distance communication, is regulated by Article 4.3. of these terms and conditions. Withdrawal under this article requires it to be made in writing. Written form is also maintained when withdrawal is made by electronic means, especially by the buyer's email or through a data box. In case of doubt, the seller is entitled to request a signature on the document or email in the form of an electronic signature under Act No. 297/2016 Coll., on Services Creating Trust for Electronic Transactions, as amended.

A business buyer may, according to this article, withdraw from the contract only until the seller hands over the ordered goods for transport to the business buyer. If the goods are not transported to the specified location but are personally picked up by the buyer from the seller, the buyer can withdraw from the contract until the moment they take possession of the goods from the seller. The buyer cannot withdraw from the contract in this way if the goods have already been specifically tailored to the buyer's requirements or if modifications have already been made. The provisions in the previous two sentences apply similarly to the withdrawal by the consumer buyer with whom the contract was not concluded remotely. The seller may withdraw from the contract under this article only until the goods are delivered to or accepted by the buyer. In case of withdrawal, the contract is canceled from the beginning, and the parties have the obligation to return all mutually provided performances, no later than within fourteen (14) days from withdrawal. However, the seller is not obliged to return the received funds to the buyer until the buyer returns the goods. If the buyer validly withdraws from the contract under the provisions of this article, but costs have already been incurred by the seller in connection with the performance of the contract, the buyer is obligated to compensate them. The party intending to withdraw from the contract must do so promptly to preserve the rights of the other party.

## 4.2. Purchase Contracts from which the Consumer Buyer cannot withdraw

In accordance with the provisions of § 1829 et seq. of the Civil Code, the consumer has the right to withdraw from the contract (more on this right in Article 4.3. of these terms and conditions), but in certain contracts, this right cannot be exercised. The consumer explicitly acknowledges that, according to § 1837 of the Civil Code, they cannot withdraw from the contract:

- a) for the provision of services, if they have been fulfilled with their prior explicit consent before the expiration of the withdrawal period, and the seller informed the consumer before entering into the contract that, in such a case, they do not have the right to withdraw from the contract,
- b) for the supply of goods or services whose price depends on fluctuations in the financial market independently of the will of the seller, and which may occur within the withdrawal period,
- c) for the supply of alcoholic beverages that can only be delivered after thirty days, and whose price depends on fluctuations in the financial market independent of the seller's will,
- d) for the supply of goods made to the consumer's specifications or for their person,

- e) for the supply of perishable goods, as well as goods that have been irreversibly mixed with other goods after delivery,
- f) for repairs or maintenance carried out at the consumer's designated location at their request; however, this does not apply to subsequent performance of repairs or delivery of other than requested spare parts,
- g) for the supply of goods in sealed packaging that the consumer has taken out of the packaging, and for hygienic reasons, it cannot be returned,
- h) for the supply of sound or visual recordings or computer programs if they have violated their original packaging,
- i) for the supply of newspapers, periodicals, or magazines,
- j) for accommodation, transport, catering, or leisure services if the seller provides these services at a specified time,
- k) concluded on the basis of a public auction under the law regulating public auctions, or
- l) for the delivery of digital content if it was not delivered on a tangible medium and was delivered with the consumer's prior express consent before the expiration of the withdrawal period, and the seller informed the consumer before entering into the contract that, in such a case, they do not have the right to withdraw from the contract.

## 4.3. Consumer Buyer's Withdrawal from the Contract within 14 Days

If it is not one of the cases mentioned in Article 4.2. of the terms and conditions or another case where withdrawal from the contract is not possible, and the contract was concluded using means of distance communication, the consumer buyer, in accordance with the provisions of § 1829, paragraph 1, of the Civil Code, has the right to withdraw from the contract within fourteen (14) days. The period for withdrawal runs:

- a) from the day of taking possession of the goods, if it is a purchase contract,
- b) from the day of taking possession of the last delivery of goods, if it is a contract for the supply of several types of goods or the delivery of several parts,
- c) from the day of taking possession of the first delivery of goods if it is a contract for regular repeated delivery of goods,
- d) from the day of concluding the contract in other cases.

The above-mentioned period for the consumer buyer to withdraw from the purchase contract is considered preserved if, during the course of this period, the consumer buyer sends a withdrawal from the contract to the seller. The period begins to run on the day following the fact determining its beginning (which may be, for example, when the consumer buyer takes possession of the goods). If the



last day of the period falls on a Saturday, Sunday, or public holiday, the last day of the period is the nearest following working day. For withdrawal from the purchase contract, the consumer buyer can complete and send the model form provided by the seller on the web interface of the online store here. The consumer buyer may send the withdrawal from the purchase contract in writing in paper form to the contact address specified in clause 10.4. below.

## 4.4. Return of Goods after Withdrawal from the Contract

In the case of withdrawal from the contract under Article 4.3. of the terms and conditions, the purchase contract is canceled from the beginning. In this case, the goods must be returned to the seller within fourteen (14) days of withdrawal from the contract to the contact address specified in clause 10.4. below - Withdrawal from the Purchase Agreement. If the consumer buyer withdraws from the contract, they bear the costs associated with returning the goods to the seller, even if the goods cannot be returned by regular mail due to their nature.

In this case, the consumer buyer should return the goods complete, undamaged, and without obvious signs of use, including all supplied accessories, with complete documentation, clean, in the original undamaged packaging, in the value and condition in which the goods were received. If the consumer buyer is sending goods from which they are withdrawing by a transport service, they should, in their own interest, pack it in suitable and sufficiently protective packaging material that meets the transport requirements to prevent damage during transport. For fragile goods

, the consumer should mark the shipment with relevant symbols. The risk of damage to the goods is borne by the consumer until the moment of acceptance of the goods by the seller.

## 4.5. Evaluation of Returned Goods by the Seller

Within fourteen (14) days of the return of the goods by the buyer according to Article 4.4. of the terms and conditions, the seller is entitled to inspect the returned goods, particularly to determine whether the returned goods have been damaged, excessively worn, or partially consumed by the buyer.

## 4.6. Refund of the Purchase Price after Withdrawal from the Contract

In the event of withdrawal from the contract under Article 4.3. of the terms and conditions, the seller will refund all monetary funds received from the consumer buyer due to fulfilling obligations under the purchase contract, i.e., the paid purchase price of the goods and the costs associated with delivering

the goods to the buyer via the cheapest offered method, promptly, but no later than within fourteen (14) days from the withdrawal from the purchase contract by the consumer buyer. The refund will be made in the same manner as the seller received from the consumer buyer. The seller is also entitled to return the performance provided by the consumer buyer already upon the return of the goods or in another way if the consumer buyer agrees to it, and it does not result in additional costs for the consumer buyer. However, if the consumer buyer causes the seller's failure to fulfill their obligation in such an agreed alternative way of refunding the purchase price (e.g., if the consumer buyer does not collect the financial means provided by a voucher), all additional costs for the refund of the purchase price will be borne by the consumer buyer. If the consumer buyer withdraws from the contract under Article 4.3., the seller is not obliged to return the received funds to the consumer buyer before the consumer buyer returns the goods or proves that they have sent the goods back to the seller.

## 4.7. Seller's Right to Compensation for the Reduction in the Value of Goods

The consumer buyer acknowledges that in the event of withdrawal from the purchase contract under Article 4.3. of the terms and conditions, the seller is entitled to compensation according to § 1833 of the Civil Code for the reduction in the value of the goods that occurred due to handling the goods differently than necessary, considering its nature and properties, especially if the returned goods have been damaged, excessively worn, partially consumed, or if the consumer buyer has used the goods significantly beyond what is necessary to determine whether the goods meet their requirements. The seller informs the consumer buyer that the costs associated with the return of the goods arise from the costs demanded by third parties (i.e., entities providing specialized services, repair, and maintenance) after the seller.

## 4.8. Possibility of Setoff with the Buyer

The seller explicitly declares that, in accordance with the law, they are entitled to unilaterally set off their monetary claim against the buyer arising from the law or contract, including these terms and conditions, against the buyer's claim for the refund of the purchase price.

## 4.9. Possibility of Repurchasing Packaging or Transport Material

The seller is entitled to establish conditions for the possible repurchase of packaging or transport material of the goods; if such a repurchase is allowed, it is governed by the conditions published on the web interface of the store.

# 5. TRANSPORTATION AND DELIVERY OF GOODS

## 5.1. Method of Goods Delivery

The method of transporting goods to the buyer, when the place of fulfillment is a different address than the seller's place of business, is determined by the buyer in the order by choosing from the transportation options offered by the seller. If the buyer is a business entity, the seller fulfills their obligation to deliver the goods by handing them over to the carrier for transportation to the buyer's business. If the transportation method is agreed upon based on the buyer's special request, without the seller offering this method of transportation and carrier, the buyer bears any additional costs associated with this transportation method. At the moment the goods are handed over to the carrier for transportation to the buyer, the goods are considered delivered in accordance with Section 2090 (1) of the Civil Code, even if the buyer is a consumer, from which point the buyer bears the risk, danger of damage, and accidental loss of the goods. Otherwise, the seller fulfills their obligation to deliver the goods by allowing the buyer to handle the goods at the place of fulfillment, which is the address of the seller's place of business, and notifying the buyer in a timely manner. In the case of goods shipped to the buyer, the goods are considered delivered at the moment they are handed over to the carrier for transportation to the buyer.

## 5.2. Repeated Delivery of Goods

If, for reasons on the buyer's side, it is necessary to deliver the goods repeatedly or in a different way than agreed in the purchase agreement, the buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with another method of delivering the goods.

## 5.3. Non-Acceptance of Goods

If, according to the purchase agreement, the seller is obligated to send the goods to a location outside the seller's business premises designated by the buyer in the order, the buyer is required to accept the goods upon delivery by the carrier. If the buyer does not accept the goods upon delivery by the carrier, they violate an essential obligation under the contract, and the seller is entitled to terminate the contract without further notice and demand compensation from the buyer for the damage, which includes at least the reasonable costs associated with transportation, packaging, and related administrative expenses. The contractual penalty agreed upon in the preceding sentence does not exclude the seller's right to seek compensation from the buyer.

## 5.4. Acceptance and Inspection of Goods by the Buyer

When personally accepting goods from the seller, the buyer is required, based on the delivery note, invoice, or other proof of purchase, to thoroughly inspect the received goods, especially their completeness, integrity, and lack of damage. When accepting goods from the carrier, the buyer is required to thoroughly inspect:

- Based on the waybill, the condition of the shipment, especially the number of packages and the integrity of the shipping packaging. In case of any defects, these should be recorded in the waybill confirming the acceptance of the shipment.
- Based on the delivery note, invoice, or other proof of purchase, the completeness, integrity, and lack of damage to the goods. If the carrier does not allow the buyer to conduct this inspection upon accepting the shipment, the buyer must do so on the same day they receive the shipment.

If the buyer does not receive the delivery note, invoice, or other proof of purchase along with the goods, they should promptly request it from the seller, among other things, for the purpose of verifying the completeness of the shipment, as the absence of these documents may indicate that part of the shipment was not delivered. The seller bears the risk of damage and accidental loss of the goods until the moment of acceptance of the goods by the carrier on behalf of the buyer. If the shipment is incomplete or obviously damaged, the buyer is not obliged to accept it from the carrier, but they are required to record this in the shipment's waybill and promptly inform the seller via email at [plasty@plastymiladec.cz](mailto:plasty@plastymiladec.cz), along with providing the order number.

If the buyer accepts the shipment and discovers any discrepancies during the inspection of the goods (contrary to the purchase agreement - obvious defects), they must report this to the seller by email at [jplasty@plastymiladec.cz](mailto:jplasty@plastymiladec.cz) no later than the second working day as follows:

a) In case of damage to the goods, specify the order number, shipment number, and attach photo documentation including:

- Damaged goods,
- Label with the shipment number,
- Handling marks, such as fragile/handle with care/do not tilt, etc. (if used),
- Shipping packaging - overall view from two sides,
- Internal packaging of the shipment, including fillings

b) In case of incompleteness or inadequacy of the goods, specify the order number, shipment number, list of missing goods or components, and attach photo documentation including:

- Label with the shipment number,
- Shipping packaging - overall view from two sides,
- Contents of the shipment received

The buyer is also required to write a damage report with the carrier and promptly deliver it to the seller. Until the damage report is written with the carrier and delivered to the seller, the buyer must not manipulate the shipment in any way and must keep all its transport packaging. When handling the complaint, the buyer undertakes to provide the necessary cooperation to the seller and the carrier and, at their request, release the shipment. Prior approval, which both the seller and the carrier are entitled to grant, is required for the disposal of damaged goods. The risk of damage and accidental loss of the goods passes to the buyer at the moment of acceptance of the goods, either through the personal pickup at the seller's business premises by signing the delivery note, invoice, or other proof of purchase, or through acceptance from the carrier by signing the waybill, if the risk did not pass earlier in accordance with Article 5.1. Subsequent complaints about incompleteness, inadequacy, or external damage to the goods do not deprive the buyer of the right to file a complaint, but give the seller the opportunity to prove that it is not a contradiction to the purchase agreement.

## 6. LIABILITY FOR DEFECTS IN GOODS (COMPLAINT PROCEDURE)

### 6.1. Seller's Liability for Defects

Rights and obligations between the seller and the buyer regarding the seller's liability for defects in goods are governed by relevant legal regulations, especially the provisions of Section 2099 et seq. and, in the case of the buyer being a consumer, also the provisions of Section 2161 et seq. of the Civil Code.

### 6.2. Defective Performance

Goods are defective if they are not delivered by the seller in the agreed quantity, quality, and performance. If the quality and performance are not agreed upon, the seller performs in the quality and performance suitable for the purpose apparent from the contract, otherwise for the usual purpose. When determining the quality or performance according to the agreed sample or template, the goods must correspond to the sample or template. If the quality or performance specified in the contract differs from the sample or template, the contract prevails. If the contract and the sample specify the quality or performance of the item differently, but not contradictorily, the item must correspond to both the contract and the sample or template. A defect also includes the performance of a different item, as well as defects in documents necessary for the use of the item and legal defects. Legal defects in the goods exist if a third party asserts a right to them, and

the buyer did not know or could not have known about this right of a third party. The seller also performs defectively if they assure the buyer, contrary to the facts, that the goods have no defects or that the goods are suitable for a specific purpose, and also if they sell the item unlawfully as their own. If the defect is noticeable and obvious already at the conclusion of the contract or if the defect can be determined from a public list, it is to the detriment of the buyer. This does not apply if the seller

deceitfully conceals the defect or if the buyer is expressly assured that the goods do not have such a defect or that they are completely free of defects.

## 6.3. Agreement with the Purchase Contract upon the Transfer of Risk or Acceptance

The Seller assures the Buyer that the goods, when the risk passes to the Buyer, are free from defects, even if these defects become apparent later. Furthermore, the Seller assures that the goods will not develop a defect caused by a breach of the Seller's obligations; if the Buyer is a consumer and a defect manifests within six (6) months from acceptance, it is presumed that the goods were defective at the time of acceptance. If the Buyer is a consumer, the Seller is also responsible for ensuring that, at the time of the consumer's acceptance of the item,

- a) the item has the properties agreed upon by the parties, and in the absence of an agreement, it has properties that the Seller or manufacturer described or that the Buyer expected with regard to the nature of the goods and based on advertising conducted by them,
- b) the item is suitable for the purpose stated by the Seller for its use, or for the purpose for which such goods are usually used,
- c) the item corresponds to the agreed quality or design, determined by the agreed sample or template, if the quality or design was specified according to the agreed sample or template,
- d) the item is in the appropriate quantity, measure, or weight, and
- e) the item complies with the requirements of legal regulations.

## 6.4. Deadline for Exercising Rights from Defective Goods

The Buyer may assert the right to defective performance in court if they notify the Seller of the defect without undue delay after having the opportunity to inspect the goods and discover the defect, either by indicating the defect or by notifying how it manifests. If the Buyer does not assert the defect in a timely manner, and the Seller raises objections to the delayed assertion, the court will not grant the Buyer the right. This does not apply if the defect is a consequence of a fact that the Seller knew or should have known at the time of transfer. The consumer Buyer is entitled to exercise the right to a defect occurring in consumer goods within twenty-four (24) months, and the business Buyer is entitled to exercise the right to a defect occurring in goods within six (6) months. The period for exercising the right from a defect begins on the day of the Buyer's acceptance of the goods. In the case of settling a complaint by exchanging goods, a new period for exercising the right from a defect does not begin. When settling a recognized complaint by repair or exchange, the period for exercising the right from a defect on the goods is extended by the duration of the complaint. The duration of the complaint is calculated from the day following its assertion to the day the Buyer is informed of its resolution.

Before the first use of the goods, the Seller recommends that the Buyer thoroughly study the instructions for use and subsequently adhere to this information. Otherwise, the Buyer exposes themselves to the risk that improper use of the goods may cause damage, and any resulting defect may not be claimed under their right arising from defective goods.

## 6.5. Buyer's Rights from Defective Performance in the Event of a Material Breach of Contract

If the goods do not have the characteristics specified in Article 6.3 of the terms and conditions, i.e., if they are not free from defects as per Article 6.2 of the terms and conditions, the Buyer has the right, in the case where the defect constitutes a material breach of the contract:

- a) to remedy the defect by delivering new defect-free goods or delivering the missing part,
- b) to remedy the defect by repairing the goods,
- c) to a reasonable discount on the purchase price, or
- d) to withdraw from the contract.

The Buyer will inform the Seller of the chosen right when reporting the defect (complaint) or without undue delay after reporting the defect. The Buyer cannot change the chosen option without the Seller's consent, except if the Buyer requested the repair of an irreparable defect. If the Seller does not remedy the defects within a reasonable period or informs the Buyer that the defects will not be remedied, the Buyer may demand, instead of remedying the defects, a reasonable discount on the purchase price or may withdraw from the contract. When delivering new goods, the Buyer returns the originally delivered item to the Seller at their expense. If the Buyer does not choose their right in time, they have rights arising from defective performance as if the defect were not a material breach of the contract. If the Buyer does not report the defect in time, they lose the right to withdraw from the contract. The defect must be reported without undue delay after the Buyer could have detected it with proper care. The Buyer does not have to pay part of the purchase price estimated to correspond to their right to a discount before the defect is remedied. The Buyer cannot withdraw from the contract or demand the delivery of new goods if they cannot return the item in the condition in which they received it. This does not apply if:

- a) a change in the condition occurred due to an inspection to identify the defect,
- b) the Buyer used the item before discovering the defect,
- c) the Buyer did not cause the impossibility of returning the item in an unchanged condition by action or omission, or
- d) the Buyer sold the item before discovering the defect, consumed it, or modified the item in normal use; if this happened only partially, the Buyer returns to the Seller what can still be returned and compensates the Seller for the benefit derived from using the item.

## 6.6. Buyer's Rights from Defective Performance in the Event of an Immaterial Breach of Contract

If the goods do not have the characteristics specified in Article 6.3 of the terms and conditions, i.e., if they are not free from defects as per Article 6.2 of the terms and conditions, the Buyer has the right, in the case where the defect constitutes an immaterial breach of the contract:

- a) to remedy the defect by delivering new defect-free goods or delivering the missing part,
- b) to remedy the defect by repairing the goods, or
- c) to a reasonable discount on the purchase price.

The Buyer will inform the Seller of the chosen right when reporting the defect (complaint) or without undue delay after reporting the defect. Until the Buyer exercises the right to a discount on the purchase price or withdraws from the contract, the Seller may supply what is missing or remedy the legal defect; the Seller may remedy other defects by repairing the goods or delivering new goods at their choice; the choice must not cause the Buyer unreasonable costs. If the Seller does not remedy the defects within a reasonable period or informs the Buyer that the defects will not be remedied, the Buyer may demand, instead of remedying the defects, a reasonable discount on the purchase price or may withdraw from the contract. The Buyer cannot change the chosen option without the Seller's consent, except if the Buyer requested the repair of an irreparable defect. When delivering new goods, the Buyer returns the originally delivered item to the Seller at their expense. If the Buyer does not choose their right in time, they have rights arising from defective performance as if the defect were not an immaterial breach of the contract. If the Buyer does not report the defect in time, they lose the right to withdraw from the contract. The defect must be reported without undue delay after the Buyer could have detected it with proper care. Before the defects are remedied, the Buyer does not have to pay part of the purchase price estimated to correspond to their right to a discount. If the Seller supplies new goods or repairs the

goods, the Buyer returns the originally delivered item to the Seller at their expense. If the Buyer does not withdraw from the contract or does not exercise the right to deliver new goods without defects, to exchange their part, or to repair the item, they may request a reasonable discount. The Buyer has the right to a reasonable discount even if the Seller cannot deliver new goods without defects, exchange their part, or repair the item, or if the Seller does not remedy the defect within a reasonable time or if remedying the defect would cause significant difficulties to the consumer. However, the Buyer, as a consumer, is not entitled to the right to defective performance if the Buyer knew before taking over the item that it had a defect, or if the Buyer caused the defect themselves (see, e.g., Article 6.11 of the terms and conditions).

## 6.8. Material and Immaterial Breach of Contract

A material breach of the contract is a breach of an obligation that the breaching party knew or should have known at the time of concluding the contract that the other party would not have concluded the



contract if they had anticipated this breach. All other breaches of the contract are considered immaterial.

## 6.9. Remediable Defects

"Remediable defects" are considered those defects that can be remedied by repair and, after their removal, the goods become defect-free, i.e., in particular, defects whose removal does not worsen the original appearance, quality, function, and useful properties of the goods, and the repair can be carried out properly within the specified period for settling complaints. The assessment of the nature of the defect is the responsibility of the Seller.

## 6.10. Irremovable Defects

"Irremovable defects" are considered defects for which the goods cannot be used as defect-free goods, i.e., especially defects that cannot be eliminated without worsening the original appearance, quality, function, and useful properties of the goods, and the repair cannot be properly carried out within the specified period for settling complaints. The assessment of the nature of the defect is the responsibility of the Seller.

## 6.11. Transfer of Rights from Defective Performance

Responsibility for quality and rights and obligations arising from defective performance are part of the contractual legal relationship between the Seller and the Buyer. This contractual legal relationship arises between the Buyer and the Seller, and with the transfer of ownership rights to the goods, these rights and obligations do not pass to the new buyer.

## 6.12. Removal of Goods Defects by Third Parties

The Buyer is not entitled to secure the removal of goods defects by third parties and subsequently claim the payment of the costs of such a procedure from the Seller. In asserting a complaint, the Buyer is not entitled to suspend the payment of the purchase price, as the provisions of § 2108 of the Civil Code expressly do not apply to the relationship between the Seller and the Buyer.

## 6.13. Assertion of Rights from Defective Performance in Consumer Sales

Beyond the rights mentioned in the previous articles or agreed upon between the parties, if the Buyer is a consumer, they are entitled to assert the right from a defect occurring in consumer goods within the period stipulated by legal regulations from acceptance. If the sold item, its packaging, the instructions attached to the item, or the advertising in accordance with other legal regulations state a period during which the item can be used, the provisions of the contract, these terms and conditions, and also the provisions of legal regulations on quality guarantees apply. The above does not apply:

- a) to goods sold at a lower price for a defect for which the lower price was agreed,
- b) to wear and tear caused by its usual use,
- c) to used goods for a defect corresponding to the extent of use or wear that the goods had at the time of acceptance by the consumer Buyer, or
- d) if it arises from the nature of the goods.

Rights from a defect are asserted against the Seller. If the consumer Buyer asserts the right from defective performance, the other party confirms in writing when the right was asserted, as well as the execution of the repair and its duration.

## 6.14. Confirmation of the Scope and Duration of Rights from Defective Performance

The Seller typically does not issue warranty certificates or other confirmations of the scope and duration of rights from defective performance because proof of purchase of the goods (invoice, delivery note) is sufficient for asserting a complaint. In other respects, the procedure is in accordance with applicable legal regulations.

## 6.15. Assertion of Complaints

The Buyer asserts their rights from defects ("complaint") against the Seller at the contact address specified in section 10.4 below. The Buyer is obliged to assert a complaint without undue delay from discovering the defect. When asserting a complaint, the Buyer shall deliver the complained goods, together with the necessary accessories for assessing the defects of the goods. The Seller recommends that the Buyer attaches to the complained goods:

- a copy of the proof of purchase of the goods (invoice) or otherwise documents the warranty for the goods; the Seller explicitly points out that since the proof of purchase of the goods (invoice, delivery note) is one of the documents issued to consumers only at their request (see § 16 of the Consumer Protection Act), the Seller does not condition the successful complaint by the consumer Buyer presenting this document when purchasing goods from the Seller, and the purchase of goods by the consumer can be proven in other ways,
- a detailed description of the defect,
- sufficient contact information, especially return address, phone, email.

To assert a complaint, the Buyer may use a template form available on the store's website. If the Buyer sends the complained goods by a carrier, they should pack it in suitable and sufficiently protective packaging material meeting the transport requirements to prevent damage during transportation. For fragile goods, the Buyer should mark the shipment with appropriate symbols. The risk of damage to the goods is borne by the Buyer until the moment of the Seller's acceptance.

Upon asserting a complaint, the Buyer will receive confirmation, no later than within three (3) working days, of when the complaint was asserted, its content, the desired method of handling by the Buyer, sent to the contact email immediately after receiving the complaint; in the case of personal assertion of the complaint, the confirmation is provided immediately. The Buyer is required to provide the Seller with all necessary cooperation to identify the defect and the origin of the goods, and in case of missing requirements, to supplement them upon request. Otherwise, the Buyer risks the rejection of the complaint due to lack of cooperation. The deadline for handling the complaint begins on the day following the supplementation of the missing requirements. The Seller has the right to refuse to accept the goods for a complaint in cases where the complained goods and/or their components are dirty or do not meet the basic conditions for hygienically safe transfer of goods for complaint handling, unless it is ordinary contamination. Goods submitted for complaint will only be tested for the defect indicated by the Buyer. The Buyer is aware that if they do not provide the complained goods, including all received accessories, then in the event of the Buyer withdrawing from the contract, the purchase price will be refunded to the Buyer reduced by the price of the missing accessories.

## 6.16. Handling of Complaints

After asserting a complaint, the Seller is obliged to decide on the complaint (i.e., whether the complaint will be resolved or rejected) within three (3) working days, in more complex cases within seven (7) working days. This period does not include the time needed for expert assessment of the defect in the goods. A staff member authorized to handle complaints must be present in the Seller's facility during the entire operating hours. Complaints, including the removal of defects, must be handled by the Seller within the following periods:

- in the case of a consumer Buyer, without undue delay, no later than thirty (30) calendar days from the day of its assertion,
- in the case of a business Buyer, no later than sixty (60) calendar days from the day of its assertion,
- or within a longer period agreed upon between the Seller and the Buyer.

The deadline for handling the complaint starts running the day after the complaint is asserted. After the futile expiration of the deadline for handling the complaint, the consumer Buyer has the same rights as if it were a defect that cannot be rectified. The Buyer can inquire about the status of handling the complaint by email at [plasty@plastymladec.cz](mailto:plasty@plastymladec.cz). Within the specified period for handling the complaint, the Seller issues, or sends, written confirmation of when the Buyer asserted their right, the method of handling the complaint, including confirmation of the repair and its duration, or a justification for its rejection (also referred to as the "complaint protocol"). The Buyer has the right to reimbursement of reasonably incurred costs associated with the justified complaint. These costs are understood as the minimum necessary. In particular, this includes postage for sending the complaint.

Reimbursement of costs should be requested without undue delay after the complaint is resolved but no later than within one (1) month from the end of the period in which the defect must be asserted to exercise rights from defective performance. The Seller recommends that the Buyer make this request by email to

plasty@plastymiladec.cz, preferably with the complaint number and a scanned proof of payment of the costs.

## 6.17. Pickup of Complaints

The Buyer is informed by email, SMS, or by phone about the resolution of the complaint. If the Buyer sent the goods for complaint by carrier, it is automatically sent back to the Buyer's address after the complaint is resolved. The provisions of section 5.4 of the terms and conditions apply even in the case of taking over the goods from the carrier after the complaint is resolved. If the Buyer does not pick up the goods during the specified period or does not pick up the goods sent back by the carrier after the complaint is resolved, the Seller is entitled to charge the Buyer for storage at the usual rate. If the Buyer does not pick up the goods from the resolved complaint within six (6) months from the day they were informed about the resolution, the Seller reserves the right to sell the goods, and the proceeds will be used to cover the storage costs. If the goods from the resolved complaint, sent to the Buyer's address, are not accepted, they will be stored for personal pickup at the Seller's premises, observing the conditions for pickup, and will be sent back only at the Buyer's expense. When picking up the goods after the complaint is resolved, the Buyer is required to check the received goods, especially its completeness and compliance with the complaint protocol. Any discrepancies should be promptly raised with the Seller. Later objections will not be considered. The Buyer is obliged to pick up the goods from the resolved complaint without undue delay, no later than thirty (30) days from the date they were informed about the resolution. If the Buyer fails to pick up the goods within the specified period, or if they do not accept the goods sent back by the carrier after the complaint is resolved, the Seller is entitled to charge the Buyer for storage at the usual rate.

# 7. ADDITIONAL RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

## 7.1. Acquisition of Ownership

The Buyer acquires ownership of the goods at the moment when the goods are accepted or delivered. However, the risk of damage to the goods passes at the moment of their acceptance by the Buyer or delivery to the Buyer, if it has not passed earlier in accordance with the contract or these terms and

conditions. In the case of a business Buyer, the risk of damage to the goods passes at the moment of their handover to the first carrier, if the Buyer arranges the transportation of the goods.

## 7.2. Special Guarantees and Warranties

The Seller does not provide any guarantees or warranties, except those arising from legal regulations. 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.

## 7.3. Dispute Resolution between the Seller and Consumer Buyer

Mutual disputes between the Seller and a consumer Buyer are resolved by general courts.

## 7.4. Out-of-Court Settlement of Consumer Buyer Complaints

The resolution of consumer complaints is ensured by the Seller through the email address [plasty@plastymladec.cz](mailto:plasty@plastymladec.cz). The Seller will send information about the resolution of the complaint to the Buyer's email address. For out-of-court resolution of consumer disputes in cases where the law on consumer protection or another legal regulation does not stipulate the jurisdiction of another authority, the Czech Trade Inspection is competent, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, website: <http://www.coi.cz>, or another entity authorized by the Ministry of Industry and Trade. The platform for online dispute resolution available at <http://ec.europa.eu/consumers/odr> can be used for resolving disputes between the Seller and the consumer Buyer from the sales contract. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

## 7.5. Dispute Resolution between the Seller and Business Buyer (Prorogation Clause)

Mutual disputes between the Seller and a business Buyer are resolved by the general courts of the Czech Republic, whose territorial jurisdiction is determined by the Seller's registered office.

## 7.6. Trade License

The Seller is authorized to sell goods based on a trade license. The relevant trade office performs trade license supervision within its competence. The Office for Personal Data Protection oversees the protection of personal data. The Czech Trade Inspection, among other responsibilities, supervises compliance with the Consumer Protection Act.

## 7.7. Copyright

The Buyer acknowledges that the software and other components constituting the web interface of the store (including photographs of offered goods) are protected by copyright. The Buyer undertakes not to engage in any activity that could allow unauthorized interference with or use of the software or other components constituting the web interface of the store, either for themselves or third parties.

## 7.8. Use of the Web Interface of the Store

The Buyer is not authorized to use mechanisms, software, or other procedures that could negatively impact the operation of the web interface of the store during its use. The web interface of the store may only be used to the extent that it does not compromise the rights of other customers of the Seller and is in line with its intended purpose.

## 7.9. Information on the Website

The Buyer acknowledges that the information provided on the website may be obtained by the Seller from third parties, and therefore, they may contain factual and technical inaccuracies, color deviations, or typographical errors. Differences between this information or the display of goods and the actual state may exist in immaterial details, accessories, or the appearance of the goods.

## 7.10. Seller's Liability

The Seller is not responsible for lost profits or direct, indirect, special, or other damages caused by the use of information on the website. The Seller is not responsible for errors resulting from third-party interventions in the website or the use of the website contrary to its intended purpose.

## 7.11. Limitation of Seller's Liability for Damage Incurred by a Business Buyer

In the case of a breach of material contractual obligations, the Seller is liable to a business Buyer only for damage caused by intentional misconduct or gross negligence of the Seller, its statutory bodies, or employees. In the case of a breach of non-material contractual obligations, the Seller is liable to a business Buyer only for damage caused by the fault of the Seller, its statutory bodies, or employees, and is not liable for lost profits. In both cases, the Seller is liable for damage up to the amount of typical damage that could have been foreseen at the time of concluding the sales contract, but not exceeding the purchase price of the goods.

## 7.12. Risk of Change in Circumstances

The Buyer hereby assumes the risk of changes in circumstances within the meaning of Section 1765 (2) of the Civil Code.

## 7.13. Contractual Penalties

The provision on contractual penalties does not affect the right to compensation for damage caused by a breach of an obligation subject to a contractual penalty, even in cases where the damage exceeds the contractual penalty. The contractual penalty does not offset the obligation whose breach is sanctioned by the contractual penalty. The payment of the contractual penalty does not extinguish the obligation subject to the contractual penalty.

### 7.14. Assignment of Claims and Liabilities

The Buyer agrees that the Seller is entitled to assign any of its claims against the Buyer to a third party. A business Buyer is entitled to assign any of its claims against the Seller to a third party only with the prior written consent of the Seller.

## 8. PERSONAL DATA PROTECTION AND SENDING COMMERCIAL COMMUNICATIONS

### 8.1. Protection of Personal Data

Protection of personal data of the Buyer, who is a natural person, is provided in accordance with applicable legal regulations. All principles and information on the processing of personal data are available in their current wording on the web interface of the store.

### 8.2. Personal Data

The Buyer agrees to the processing of the following personal data: name and surname, address of residence, registered office or place of business, identification number, tax identification number, email address, telephone number, and date of birth, unless other data necessary for the activities of the Seller are provided within the web interface (collectively referred to as "personal data").

### 8.3. Buyer's Consent

The Buyer's consent to the processing of personal data is given through the web interface of the store.

### 8.4. Accuracy, Truthfulness, and Updating of Personal Data

The Buyer acknowledges that they are obliged to provide their personal data correctly and truthfully and that they are obliged to inform the Seller without undue delay about any changes in their personal data.

### 8.5. Processor of Personal Data

The processing of the Buyer's personal data may be entrusted by the Seller to a third party as a processor. Personal data will not be disclosed



to third parties by the Seller without the prior consent of the Buyer, except for persons transporting the goods.

[Note: Due to character limitations, the translation is provided in parts. Let me know if you need the remaining parts.]

## 9. DELIVERY

### 9.1. Form and Method of Delivery

Unless otherwise agreed, all correspondence related to the purchase contract must be delivered in writing to the other contracting party, either by electronic mail, in person, or by registered mail through a postal services operator (at the sender's choice). The Seller delivers to the Buyer at the email address provided in their user account or order.

### 9.2. Moment of Delivery

In the case of delivery by electronic mail, the message is considered delivered at the moment of its receipt on the incoming mail server, unless it is returned to the sender as undelivered or unless the sender otherwise becomes aware that the message was not delivered. The integrity of messages sent by electronic mail may be ensured by a certificate. In the case of personal delivery or delivery through a postal services operator, the message is considered delivered upon acceptance of the shipment by the addressee, or on the third working day after dispatch, but if it was sent to an address in another country, then on the fifteenth working day after dispatch.

## 10. FINAL PROVISIONS

### 10.1. Buyer's Agreement with Terms and Conditions

By registering on the website or placing an order, the Buyer confirms that they have read and agree without reservations to these terms and conditions and the Seller's delivery conditions. The conclusion of a purchase contract without agreeing to the terms and conditions and delivery conditions of the Seller is not possible.

## 10.2. Severability Clause

If any provision of the terms and conditions, a concluded contract, or any other agreement between the Seller and the Buyer is or becomes invalid or unenforceable, it will not affect the validity and enforceability of the remaining provisions of the terms and conditions, the concluded contract, or other agreements. In such cases, the parties are obliged to replace the invalid or unenforceable provision with a valid and enforceable provision that, to the highest extent possible, has the same meaning and legal effect as the intended provision to be replaced.

## 10.3. Validity of Agreements after Termination of the Contract

Provisions of contracts, of which these terms and conditions are an integral part, indicating that the parties are to be bound even in the event of contract termination, remain valid. Specifically, agreements between the parties regarding contractual penalties, fees for reminders, and storage—i.e., the Seller's claims in the event of the Buyer's failure to fulfill obligations—continue to be valid in the event of contract termination.

## 10.4. Contact

Contact information for the Seller – delivery address: Agricultural Cooperative Haňovice, center Plasty Mladeč, Mladeč 147, ZIP Code 783 21, email address: [plasty@plastymladec.cz](mailto:plasty@plastymladec.cz), and data box: 4wucwem.

In Mladeč on January 26, 2024

Agricultural Cooperative Haňovice