

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") of SimaPlast s.r.o., with its registered office at Tř. Masarykova 187, Veselí nad Moravou, 69801, ID No. 19369948, registered in the Commercial Register under file no. C 134284, maintained by the Regional Court in Brno,

email: [info@simaplast.cz](mailto:info@simaplast.cz), phone number: +420 602 738 141, address of the establishment: Tř. Masarykova 187, Veselí nad Moravou, 69801 (hereinafter referred to as "We" or "Seller")

govern, in accordance with the provision of § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the mutual rights and obligations of you, as buyers, and us, as sellers, arising in connection with or based on a purchase contract ("Contract") concluded on the website [www.simaplast.cz](http://www.simaplast.cz). All information about the processing of your personal data is contained in the Personal Data Processing Principles. The provisions of these Terms are an integral part of the contract. The Contract and the Terms are drawn up in the Czech language. We may unilaterally change or supplement the wording of the terms. This provision does not affect the rights and obligations arising during the period of validity of the previous wording of the terms. As you surely know, we primarily communicate remotely. Therefore, our Contract also stipulates that remote communication means are used, allowing us to agree without the simultaneous physical presence of us and you, and the contract is thus concluded remotely via email, through the interface of the website. If any part of the terms contradicts what we have jointly approved in the process of your purchase, this specific agreement will take precedence over the terms.

1. SOME DEFINITIONS o Price is the financial amount you will pay for the goods; o Shipping Price is the financial amount you will pay for the delivery of the goods, including the cost of packaging; o Total Price is the sum of the price of the goods and the shipping price; o VAT is value-added tax according to applicable legal regulations; o Invoice is a tax document issued in accordance with the law on value-added tax for the total price; o Order is your binding proposal to conclude a contract of sale of goods with us; o User Account is an account established based on the information you provided, which allows storing entered data and keeping a history of ordered goods and concluded contracts; o You are the person purchasing on the website, referred to as the buyer by legal regulations; o Goods are everything you can purchase.
2. GENERAL PROVISIONS AND INSTRUCTIONS o Purchase of goods is possible only through the website. o When purchasing goods, it is your obligation to provide us with all information correctly and truthfully. We will therefore consider the information you provided in the order to be correct and truthful.
3. CONCLUSION OF THE CONTRACT o The contract with us can be concluded in Czech and English languages. o The contract is concluded remotely via the website, and you bear the costs of using remote communication means. However, these costs do not differ from the basic rate you pay for using these means (i.e., mainly for internet access), so you do not have to expect any additional costs charged by us beyond the total price. By sending the order, you agree that we use remote communication means. o To conclude the contract, it is necessary for you to create an order on the website. This proposal must include the following information:
  1. Information about the purchased goods (on the website, select the goods you are interested in purchasing);

2. Information about the price, shipping price, method of payment of the total price, and the requested method of delivery of the goods as part of the order creation, where information about the price, shipping price, and total price will be automatically indicated based on the goods, delivery method, and payment method you have chosen;
3. Your identification and contact details are necessary for us to deliver the goods, especially your name, surname, delivery address, telephone number, and email address.
  - ☐ During the order process, you can change and check your information until the order is finalized. After verifying the details via email, you complete the order.
  - ☐ We will confirm your order as soon as possible after receiving it, with a message sent to your email address provided in the order. The confirmation will include a summary of the order and these terms and conditions as an email attachment. The conditions effective on the date of the order, i.e., as attached to the confirmation email, form an integral part of the contract. By confirming the order, a contract is concluded between Us and You.
  - ☐ There may also be cases when we are unable to confirm your order. This particularly applies to situations where the goods are not available or when you order more items than we can supply. If for any reason we cannot confirm the order, we will contact you and send you an offer to conclude the contract in a form modified from the original order. In such a case, the contract is concluded when you confirm Our offer.
  - ☐ A new contract is thus concluded at the moment you confirm Our offer. An obvious error in the price, for example, is a situation where the price does not match the usual price at other sellers, or there is a missing or extra digit.
  - ☐ When a contract is concluded, you are obligated to pay the total price.
  - ☐ If you have a user account, you can place an order through it. Even in this case, however, you are obliged to check the accuracy, truthfulness, and completeness of the pre-filled information. The method of creating an order is identical to that of a buyer without a user account, but the advantage is that you do not have to repeatedly fill in your identification details.

#### 4. USER ACCOUNT

- ☐ Based on your registration on the website, you can access your user account.
- ☐ When registering a user account, it is your responsibility to correctly and truthfully provide all information and update it in case of any changes.
- ☐ Access to the user account is secured with a username and password. It is your responsibility to keep these access details confidential and not share them with anyone. We are not responsible for any misuse of these details.

- ☐ The user account is personal, and you are not authorized to allow its use by third parties.
- ☐ We may cancel your user account, especially if you do not use it for more than 2 years, or if you breach your obligations under the contract.
- ☐ The user account may not be continuously available, especially in light of necessary hardware and software maintenance.

#### 5. PRICE AND PAYMENT TERMS, RETENTION OF TITLE

- ☐ The price is always stated in the price offer, in the order proposal, and of course, in the contract.
- ☐ The total price is indicated including VAT and all fees prescribed by law.
- ☐ We will request payment of the total price from you after the contract is concluded and before the goods are delivered. You can make payment of the total price in the following ways:
  1. Bank transfer. We will send you payment information as part of the order confirmation. In the case of payment by bank transfer, the total price is payable within 7 days.
  2. Cash on delivery. In this case, payment is made upon delivery of the goods. In the case of cash on delivery, the total price is payable upon receipt of the goods.
- ☐ The invoice will be issued in electronic form after the total price is paid and sent to your email address. The delivery note will also be physically attached to the goods.
- ☐ The ownership of the goods transfers to you only after you pay the total price and take over the goods. In the case of payment by bank transfer, the total price is considered paid when credited to Our account; in other cases, it is paid at the moment of payment.

#### 6. DELIVERY OF GOODS, TRANSFER OF RISK OF DAMAGE TO GOODS

- ☐ The goods will be delivered to you no later than 5 days in the manner of your choice, where you can select from the following options:
  1. Personal collection at Our premises at Tř. Masarykova 187, Veselí nad Moravou, 69801;
  2. Delivery via transport companies.
- ☐ Goods can be delivered throughout the EU.
- ☐ The delivery time always depends on its availability and the chosen method of delivery and payment. The estimated delivery time will be communicated to you in the order confirmation. The time stated in these terms is only indicative and may differ from the actual delivery time. In case of personal collection at the premises, we will always inform you about the possibility of collecting the goods via email.
- ☐ Upon receipt of the goods from the carrier, it is your duty to check the integrity of the goods' packaging and to immediately report any defects to the carrier and to Us. If the package is

damaged in a way that indicates unauthorized handling and access to the shipment, you are not obliged to accept the goods from the carrier.

- ☐ If the goods are delivered repeatedly or in a different manner than agreed in the contract due to reasons on your side, it is your duty to reimburse Us for the costs associated with this repeated delivery. Payment details for these costs will be sent to your email address stated in the contract and are payable within 14 days of the email delivery.
- ☐ The risk of damage to the goods passes to you at the moment you take over the goods. If you do not take over the goods, except in cases according to Article 4 of the terms, the risk of damage passes to you at the moment when you had the opportunity to take over the goods, but did not do so due to reasons on your side. The transfer of the risk of damage to the goods means that from this moment you bear all consequences associated with the loss, destruction, damage, or any devaluation of the goods.

## 7. RIGHTS FROM DEFECTIVE PERFORMANCE

- ☐ We guarantee that at the time of the transfer of the risk of damage to the goods according to Article 7 of the terms, the goods are without defects, in particular, the goods:
  1. correspond to the agreed description, type, quantity, as well as quality, functionality, compatibility, interoperability, and other agreed properties;
  2. are suitable for the purpose for which you require them and which we agree to;
  3. are delivered with the agreed accessories and instructions for use, including instructions for assembly or installation;
  4. are suitable for the purpose for which goods of this type are normally used;
  5. in terms of quantity, quality, and other properties, including lifespan, functionality, compatibility, and safety, correspond to the usual properties of goods of the same type that you can reasonably expect, also considering public statements made by us or another person in the same contractual chain, especially in advertising or labeling;
  6. are delivered with accessories, including packaging, assembly instructions, and other instructions for use that you can reasonably expect; and
  7. correspond in quality or execution to the sample or model provided to you before the conclusion of the contract.
- ☐ Rights and obligations regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of §§ 2099 to 2117 and §§ 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).
- ☐ In case the goods have a defect, especially if any of the conditions according to Article 1 are not met, you can report such a defect to Us and claim the rights from defective performance (i.e., make a claim) by sending an email or letter to Our addresses stated in Our identification details, or in person at Tř. Masarykova 187, Veselí nad Moravou, 69801. When claiming the rights from defective performance, you need to choose how you want the defect to be resolved, and you cannot subsequently change this choice without Our consent. We will handle the claim in accordance with the rights from defective performance you have asserted.

- If the goods have a defect, you have the following rights:
  1. to rectify the defect by delivering new goods without defects, or by delivering the missing part of the goods; or
  2. to rectify the defect by repairing the goods, unless the chosen method of rectification is impossible or disproportionately costly compared to the other method, which is assessed especially considering the significance of the defect, the value the goods would have without the defect, and whether the other method can remove the defect without significant difficulty for you.
- We are entitled to refuse to remove the defect if it is impossible or disproportionately costly, especially considering the significance of the defect and the value the goods would have without the defect.
- Furthermore, you have the right to:
  1. a reasonable discount from the price; or
  2. withdrawal from the contract if:
    1. we refuse to remedy the defect or fail to do so in accordance with legal regulations;
    2. the defect reoccurs,
    3. the defect constitutes a material breach of the contract; or
    4. it is evident from our statement or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you.
- The right to withdraw from the contract does not apply if the defect in the goods is insignificant.
- If you caused the defect in the goods yourself, you are not entitled to rights arising from faulty performance.
- Normal wear and tear resulting from the usual use of the goods or, in the case of used goods, wear corresponding to the extent of their previous use is not considered a defect.
- When making a complaint, we will issue a written confirmation specifying:
  1. the date on which you filed the complaint;
  2. the content of the complaint;
  3. the type of complaint resolution you are requesting;
- Your contact information for the purpose of providing information about the complaint resolution.
- If we do not agree on a longer deadline, we will remedy the defects and provide you with information on the complaint resolution to the specified contact information within 30 days of receiving the complaint. If this deadline passes without resolution, you may withdraw from the contract or request a reasonable discount.

- We will inform you by email about the resolution of the complaint and issue a confirmation of the date and method of the complaint resolution. If the complaint is justified, you are entitled to reimbursement of reasonable expenses. You are required to prove these expenses, e.g., with receipts or confirmations of transportation costs. In the case of defect removal by supplying new goods, it is your obligation to return the original goods, but we cover the costs of this return.
- If you are a business entity, it is your obligation to report and object to a defect without undue delay after you could have discovered it, but no later than three days from the receipt of the goods.
- If you are a consumer, you have the right to assert rights arising from faulty performance for a defect that occurs in consumer goods within 24 months of receiving the goods.

#### WITHDRAWAL FROM THE CONTRACT

- Withdrawal from the contract, meaning the termination of the contractual relationship between us and you from its beginning, may occur for reasons and in ways specified in this article, or in other provisions where the possibility of withdrawal is expressly stated.
- If you are a consumer, meaning a person purchasing goods outside the scope of their business activities, you have the right, in accordance with Section 1829 of the Civil Code, to withdraw from the contract without stating a reason within 14 days from the conclusion of the contract, or if it concerns the purchase of goods, within fourteen days of its receipt. In the case of a contract for the supply of several items or the delivery of several parts of goods, this period begins to run from the day of the delivery of the last piece or part of the goods. If the contract involves the regular and repeated delivery of goods, the period starts from the day of the delivery of the first shipment.
- You can withdraw from the contract by any verifiable means (especially by sending an email or letter to our addresses provided in our identification data). You can also use a model withdrawal form.
- However, as a consumer, you cannot withdraw from the contract in cases where the subject of the contract is performance specified in Section 1837 of the Civil Code.
- The withdrawal period according to Article 2 of the terms is considered preserved if you send us a notice of withdrawal during this period.
- In the event of withdrawal from the contract according to Article 2 of the terms, you are obliged to return the goods to us within 14 days from the withdrawal, and you bear the costs associated with the return of the goods to us. On the other hand, you are entitled to a refund of the shipping cost, but only up to the amount corresponding to the cheapest offered method of delivering the goods, which we offered for the delivery of the goods. In case of withdrawal due to our breach of the contract, we also cover the costs associated with the return of the goods to us, but again only up to the amount of the shipping cost corresponding to the cheapest offered method of delivering the goods, which we offered during the delivery of the goods.
- In the event of withdrawal from the contract, the price will be refunded to you within 14 days from the effective date of the withdrawal to the account from which it was debited, or to the

account chosen for withdrawal from the contract. However, the amount will not be refunded until we receive the goods or you prove that the goods have been sent back to us. Please return the goods to us clean, if possible, including the original packaging.

- ☐ In the case of withdrawal from the contract according to Article 2 of the terms, you are responsible for the reduction in the value of the goods resulting from handling the goods in a manner other than necessary to familiarize yourself with the nature, characteristics, and functionality of the goods, i.e., the way you would handle the goods in a brick-and-mortar store. If we have not yet refunded the price, we are entitled to set off the claim for costs against your claim for a refund.
- ☐ We are entitled to withdraw from the contract at any time before delivering the goods if there are objective reasons why it is not possible to deliver the goods (especially reasons on the part of third parties or reasons related to the nature of the goods), even before the expiration of the period stated in Article 1 of the terms. We may also withdraw from the contract if it is evident that you intentionally provided incorrect information in the order. If you are purchasing goods as part of your business activities, as a business entity, we are entitled to withdraw from the contract at any time, even without stating a reason.

#### 9. DISPUTE RESOLUTION WITH CONSUMERS

- ☐ We are not bound to any codes of conduct with respect to buyers under Section 1826 (1) (e) of the Civil Code.
- ☐ Consumer complaints are handled through the email address [info@roadpro.cz](mailto:info@roadpro.cz). Information about the resolution of the complaint will be sent to the buyer's email address.
- ☐ The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, website: <http://www.coi.cz>, is competent for out-of-court resolution of consumer disputes arising from the contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, arising from the electronically concluded purchase contract.
- ☐ The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotřebitel.cz>, is a 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).

#### 10. FINAL PROVISIONS

- ☐ If our legal relationship with you includes an international element (for example, we will be shipping goods outside the territory of the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are consumers, your rights arising from legal regulations are not affected by this agreement.
- ☐ All written correspondence will be delivered to you via electronic mail. Our email address is provided in our identification data. We will deliver correspondence to your email address specified in the Contract, in the User Account, or through which you contacted us.

- The contract can only be amended based on our written agreement. However, we are entitled to change and supplement these terms, but this change will not affect already concluded contracts, only contracts that will be concluded after the effective date of this change. We will inform you of the change at least 14 days before its effective date. If we do not receive a termination of the concluded contract for regular and repeated deliveries within 14 days from the date of sending information about the change, the new terms become part of our contract and apply to the next delivery of goods following the effective date of the change. The notice period, if you terminate, is 2 months.
- In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational disruptions, supplier failures, etc.), we are not responsible for damage caused as a result of or in connection with force majeure, and if the force majeure condition lasts for more than 10 days, both we and you have the right to withdraw from the contract.
- The appendix to the terms includes a sample complaint form and a sample withdrawal form.
- The contract, including the terms, is archived in electronic form with us, but is not accessible to you. However, you will always receive these terms and the order confirmation with a summary of the order via email and will always have access to the contract without our cooperation. We recommend saving the order confirmation and terms.
- These terms become effective on September 1, 2023.