

**GENERAL TERMS AND CONDITIONS OF PEALOCK HOLDING, S.R.O. for**  
**ENTREPRENEURS**  
(VERSION 1, valid FROM 21.7.2021)

**1. GENERAL PROVISIONS**

- (a) These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Pealock holding, s.r.o., with its registered office at Nové sady 988/2, Brno, zip code 602 00, identification number: 07837208, registered in the Commercial Register kept at the Regional Court in Brno, Section C, file number: 110396 (hereinafter referred to as "Seller") are adjusted in accordance with the provisions of § 1751 para. 1 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code") mutual rights and obligations of the contracting parties arising out of, or on the basis of, a Purchase Contract (hereinafter referred to as "Purchase Contract") concluded between the Seller and another legal or business natural person who acts in the context of the conclusion and performance of the Purchase Contract its business or other business activities (hereinafter referred to as "Buyers") through the Seller's online store. The online store is operated by the Seller on a Website located at the internet address [www.pealock.com](http://www.pealock.com) (hereinafter referred to as "Website"), through the interface of the Website (hereinafter referred to as "Web Interface of the Store").
- (b) The Terms and Conditions do not apply when the person intending to purchase goods from the Seller is a natural or legal person who, when concluding and performing a Purchase Contract, does not act within the scope of a business or other entrepreneurial activity.
- (c) The provisions of the Terms and Conditions are an integral part of the Purchase Contract.
- (d) Unless a deviation agreement is explicitly stated in the Purchase Contract, or if the validity of certain provisions of these Terms and Conditions is not expressly excluded in the Purchase Contract, these Terms and Conditions shall apply to the relations of the contracting parties. The application of any other Terms and Conditions is excluded.
- (e) The Seller may unilaterally change or supplement the wording of the Terms and Conditions. The current version of the Terms and Conditions is available on the Website. It hereby affects the rights and obligations arising during the period of effect of the previous version of the Terms and Conditions.

**2. CONCLUSION OF THE PURCHASE CONTRACT**

- (a) All presentations of the goods placed in the Web Interface of the Store is informative and the Seller does not make such a presentation to the Buyer an offer to conclude a Purchase Contract, and thus is not obliged to conclude a Purchase Contract with the Buyer. Section 1732(2) of the Civil Code does not apply.
- (b) The Web Interface of the Store contains information about the goods, including the prices of the individual goods. The prices of the goods are stated including value added tax (VAT) and all related charges. The prices of the goods remain valid for as long as they are displayed in the Web Interface of the Store. This provision does not limit the Seller's ability to conclude a Purchase Contract under individually agreed conditions.
- (c) The Web Interface of the Store also contains information about the costs associated with packaging and delivery of goods.

- (d) To order goods, the Buyer fills in the order form on the Web Interface of the Store. The order form contains information about:
  - (i) The ordered goods and their purchase price (the ordered goods are "inserted" by the Buyer into the electronic shopping cart of the Web Interface of the Store),
  - (ii) The method of payment of the purchase price of the goods, details of the requested method of delivery of the ordered goods, and
  - (iii) Costs associated with the delivery of the goods.

(Hereinafter, collectively referred to as, "Order").

- (e) Before sending the order to the Seller, the Buyer is allowed to check and change the data entered into the order by the Buyer, also taking into account the Buyer's ability to detect and correct errors arising when entering data into the order. Sending an order from a shopping cart will send it to the Seller.
- (f) Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the order (e.g., in writing or by telephone).
- (g) The Purchase Contract between the Seller and the Buyer is concluded through delivery of an acceptance of the order, which is sent by the Seller to the Buyer by e-mail, to the Buyer's e-mail address specified in the order.

### **3. PURCHASE PRICE AND PAYMENT TERMS**

- (a) The Buyer takes ownership of the goods by paying the full purchase price of the goods, the moment at which the payment is received on behalf of the Seller.
- (b) The purchase price, and any costs associated with the delivery of the goods under the fixed contract, will be paid by the Buyer to the Seller using the cashless payment methods of the Web Interface of the Store. In the event that the Buyer chooses payment by bank transfer, the payment details are sent to the Buyer's e-mail address.
- (c) In the case of payment by bank transfer, the purchase price is payable within 14 days of the conclusion of the Purchase Contract.
- (d) Where the purchase contract specifically negotiates the costs associated with the packaging and delivery of goods, in addition to the purchase price, these costs must be paid together with the purchase price. Unless otherwise stated, the purchase price also includes the costs associated with the delivery of goods.
- (e) Depending on the quantity of goods ordered within a single order, the Buyer can be classified in one of the bonus categories:
  - (i) Bronze category,
  - (ii) Silver category,
  - (iii) Gold category,
  - (iv) Platinum category.

- (f) Discounts on the retail price may be provided for each category, whereas the current price list, as well as information on the conditions for inclusion in one of the categories, are available on the Website in the retail partners section <https://pealock.com/my-account/>.
- (g) In addition to any discounts on the retail price, the Buyer classified in a relevant category, referred to in section 3(e) above, may be provided with services to support the sale free of charge, such as the provision of promotional materials, the rental of a tablet stand and others. The Seller will communicate an up-to-date overview of the free services to each category via the Website in the section for business partners, where this information is available before the conclusion of the Purchase Contract.
- (h) A Buyer who resells purchased goods in the course of his business activities is obliged to offer them at a purchase price at least equal to the current retail price set by the Seller for direct sale to the consumer in the Web Interface of the Store. In the event that the Buyer violates this arrangement, the Seller shall be entitled to remove the Buyer from the relevant category in accordance with section 3(e), thereby preventing him from making further purchases at a discount on the retail price.
- (i) Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.
- (j) If this is customary in business relations, or if so stipulated by generally binding legal regulations, the Seller shall issue the Buyer with a tax document regarding payments made under the Purchase Contract – or a receipt. The Seller payer of VAT.

#### **4. TRANSPORT AND DELIVERY OF GOODS**

- (a) If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take over the goods on delivery.
- (b) Where the mode of transport is agreed based on an individual request from the Buyer, the Buyer shall bear the risk and any additional costs associated with this mode of transport.
- (c) If, for reasons on the part of the Buyer, the goods must be delivered repeatedly or in a different way than stated in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, and any costs associated with different methods of delivery.
- (d) When taking over the goods from the carrier, the Buyer is obliged to check the intactness of the packaging of the goods and, in the event of any defects, to notify the carrier immediately. In the event of a breach of packaging indicating unauthorized intrusion into the consignment, the Buyer does not have to take over the consignment from the carrier. The Seller is not liable for damages incurred during transport.
- (e) Other rights and obligations of the parties in the transport of goods may be governed by the special delivery conditions of the Seller, if issued by the Seller.

#### **5. RIGHTS FROM DEFECTIVE PERFORMANCE**

- (a) The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding legal prices (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2112 and Sections 2161 to 2174 of the Civil Code).

- (b) The Seller corresponds to the Buyer that the goods are free from defects upon receipt. In particular, the Seller corresponds to the Buyer that at the time when the Buyer took over the goods:
- (i) The goods have the characteristics which the parties have agreed upon and, in the lack of an arrangement, have the characteristics described by the Seller or manufacturer or expected by the Buyer in view of the nature of the goods and the advertising carried out by them,
  - (ii) The goods are fit for the purpose stated or for which goods of this kind are normally used,
  - (iii) The goods correspond to the quality or execution of the agreed sample or model, if the quality or design has been determined in accordance with the agreed sample or model,
  - (iv) The goods are in the appropriate quantity, measure or weight, and
  - (v) Comply with the requirements of legislation.
- (c) The provisions referred to in Article 5(b) of these Terms and Conditions shall not apply to goods sold at a lower price for a defect for which a lower price has been agreed, to wear and tear of the goods caused by their normal use, to a defect corresponding to the degree of use or wear which the goods had at the time of receipt by the Buyer, or if this results from the nature of the goods.
- (d) The Buyer is obliged to notify the Seller of the defect of the goods (Make a Complaint) without undue delay after being able to detect it during a timely inspection and sufficient care, but not later within 24 months of receipt of the goods.
- (e) The rights from defective performance are exercised by the Buyer with the Seller at his own expense at his registered office. The moment when the Seller received the claimed goods from the Buyer shall be deemed to be the moment when the complaint is made. The complaint will be decided immediately, or in complex cases within three working days. This period does not include the appropriate time, according to the type of goods required, for the expert assessment of the defect. Complaints, including the removal of the defect, will be settled without undue delay.
- (f) Other rights and liability of the parties related to the Seller's liability for defects may be adjusted by the Seller's Complaints Procedure.

## 6. PRIVACY

- (a) The Buyer acknowledges that the Seller processes their personal data for the purpose of selling the goods in accordance with the legislation relating to the processing and protection of personal data, in particular, but not exclusively, by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 June 2016 on the protection of personal data and the protection of personal data. As of 14 April 2016, the Czech Republic adopted a directive on the protection of individuals with regard to the processing of personal data and the free movement of such data and the repeal of Directive 95/46/EC (GDPR), Act No. 110/2019 Coll., on the processing of personal data, as amended and any judicial or administrative interpretation of legislation relating to the processing and protection of personal data, any guidelines, codes of conduct or approved certification mechanisms issued by the Office for Personal Data Protection. Details regarding the processing of the Buyer's personal data by the Seller can be found <https://pealock.com/gdpr/>.

## **7. TERMINATION OF THE CONTRACT**

- (a) Unless expressly stated otherwise in these Terms and Conditions or in the Purchase Contract, neither the Buyer nor the Seller is entitled to terminate the Purchase Contract unilaterally (for example by withdrawing or giving notice) unless such a prohibition is contrary to the consent provisions of the law.
- (b) Until the Buyer takes over the goods, the Seller is entitled to withdraw from the purchase order at any time without giving a reason.
- (c) Furthermore, the Seller has the possibility to withdraw from the Purchase Contract if the Buyer does not pay the purchase price properly and in a timely manner or if the goods ordered by the Buyer are not able to be delivered, on the grounds that:
  - (i) The goods are no longer in stock and cannot be produced; or
  - (ii) The Seller is unable to fulfil the purchase contract on grounds independent of his will, as a result of a natural disaster or act of God.
- (d) Withdrawal from the purchase contract by the Seller will always be done in writing to the e-mail address of the Buyer specified in the order.
- (e) If the Seller withdraws from the Purchase Contract when the Buyer has already paid the purchase price, the purchase price will be refunded without undue delay by a non-cash payment by transfer to the bank account chosen by the Buyer.
- (f) If a gift or service is provided to the Buyer free of charge pursuant to paragraph 3(g) of these Terms and Conditions, the contract between the Seller and the Buyer is concluded with the condition that if the Buyer withdraws from the Purchase Contract, the contract for such a gift or service will expire and the Buyer is obliged to return to the Seller the gift provided or refrain from further use of the service.

## **8. FINAL PROVISIONS**

- (a) Buyers and Sellers take on the risk of changing circumstances and further exclude the application of the provisions of Sections 557, 1765 and 1766 of the Civil Code for the purposes of the Purchase Contract and these Terms and Conditions.
- (b) The Purchase Contract, these Terms and Conditions, and any non-contractual obligations arising out of or in connection with them are governed by Czech law and any disputes may be settled by the competent courts of the Czech Republic.
- (c) If any provision of the Terms and Conditions is invalid or ineffective, or becomes such, a provision whose meaning is as close as possible to the invalid provision shall take place instead of the invalid provisions. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- (d) The Seller's billing information is:
  - (i) Company name: Pealock holding, s.r.o.

- (ii) Address: New sets 988/2, Brno, 602 00, Czech Republic
- (iii) E-mail address: [info@pealock.com](mailto:info@pealock.com)
- (iv) ID: 07837208, VAT ID: CZ07837208

(e) The Seller's correspondence address is:

- (i) Company name: Pealock holding, s.r.o.
- (ii) Address: Mostecká 130, Vsetín, 755 01, Czech Republic
- (iii) E-mail address: [info@pealock.com](mailto:info@pealock.com)

(f) The address for returning or claiming goods is:

- (i) Company name: Skladon
- (ii) Address: Industrial 377, Mošnov, 742 51, Czech Republic
- (iii) E-mail address: [info@pealock.com](mailto:info@pealock.com)