

GENERAL TERMS AND CONDITIONS OF PEALOCK HOLDING, S.R.O.
(VERSION 1, VALID FROM 1 JANUARY 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 natural person who acts in the context of the conclusion and performance of the Purchase Contract, does not act in the course of his business or other business activity (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 (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 to cases where a person who intends to purchase goods from the Seller is a legal person or a person who acts in ordering goods in the course of their business activity or in their independent profession.
- (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. When ordering goods, the Buyer is obliged to provide all required data correctly and truthfully, which the Seller then considers to be up-to-date and correct. Immediately after receiving the order, the Seller confirms this receipt to the Buyer by e-mail to the Buyer's e-mail address specified in the order (hereinafter referred to as the "Buyer's e-mail address").
- (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.
- (e) The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) are borne by the Buyer. In the case of the exclusion of doubt, it is stated that the costs of using the means of distance communication when concluding the Purchase Contract are no different from the basic rate.

3. PRICE OF GOODS 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 three 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) Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.
- (f) 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.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT

- (a) The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from the Purchase Contract for the supply of goods that have been modified according to the Buyer's wishes, or for the delivery of goods in a closed packaging, which the co-owner removed from the packaging and for hygienic reasons it is not possible to return it.
- (b) Unless the case referred to in section 4(a) of the Terms and Conditions or any other case where the Purchase Contract cannot be with withered, the Buyer shall, in accordance with the provisions of § 1829 para. 1 civil law has the right to withdraw from the Purchase Contract within fourteen (14) days of receipt of the goods, and if the subject of the Purchase Contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of the goods. For the purposes of the assignment, the Buyer may use the model withdrawal form contained in the Annex to these Terms and Conditions. Withdrawal from the Purchase Contract must be sent to the Seller within the period specified in the previous sentence. The Buyer shall send the withdrawal from the Purchase Contract to the Seller's address for delivery referred to in section 9(f) of these Terms and Conditions or to the info@pealock.com. **The address for returning or claiming the goods is:** Skladon, Průmyslová 377, Mošnov, 742 51, Czech Republic.
- (c) In the event of withdrawal from the Purchase Contract pursuant to section 4(b) of the Terms and Conditions, the Purchase Contract is cancelled from the outset. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Purchase Contract, the Buyer bears the costs associated with returning the goods to the Seller, even if the goods cannot be returned by the usual postal route due to their nature.
- (d) If the Buyer decides to withdraw from the Purchase Contract, the goods must be returned in their original condition, undamaged, including the packaging and all accessories received by the Buyer.
- (e) In the event of withdrawal from the contract pursuant to section 4(b) of these Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Contract by the Buyer, in the same way as the Seller accepted them from the Buyer. The Seller is also entitled to return the funds provided by the Buyer when returning the goods to the Buyer or in another way if the Buyer agrees and the Buyer does not incur additional costs. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods or proves that he sent the goods to the seller.
- (f) The Seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the Buyer's right to a refund of the purchase price.

- (g) Until the Buyer takes over the goods, the Seller is entitled to withdraw from the Purchase Contract at any time without giving a reason. In this case, the Seller returns the purchase price to the Buyer without undue delay, by cashless to the account specified by the Buyer.
- (h) If a gift is provided to the Buyer together with the goods, the gift contract between the Seller and the Buyer is concluded with the condition that if the Purchase Contract is withdrawn, the gift contract for such a gift will no longer be effective and the Buyer is obliged to return the provided gift together with the goods to the Seller.
- (i) 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 he is unable to deliver the goods ordered by the Buyer, on the grounds that:
 - (i) The goods are no longer in stock and cannot be produced; or
 - (ii) The Seller is unable to fulfill the Purchase Contract due to independent of his will, as a result of a natural disaster or act of God.
- (j) Withdrawal from the Purchase Contract by the Seller will always be done in writing, to the Buyer's e-mail address stated in the order.
- (k) 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.

5. 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.

6. 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 regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and

Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

- (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 6 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 a defect of the goods within 24 months of receipt.
- (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, no later than 30 days from the date of the complaint, unless a longer period is set by agreement.
- (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.

7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- (a) In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 para. 1, letter (e) of the Civil Code.
- (b) Consumer complaints are handled by the Seller via the info@pealock.com. The Seller will send information about the handling of the Buyer's complaint to the Buyer's e-mail address.

- (c) In the event that a consumer dispute arises between the Seller and the consumer from a concluded Purchase Contract that cannot be resolved by mutual agreement, the consumer may submit an application for out-of-court settlement of such a dispute to the designated entity of out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Praha 2, company number: 000 20 869, internet address: <http://www.coi.cz>. The consumer may also use the European Commission's online dispute resolution platform at the <http://ec.europa.eu/consumers/odr>.
- (d) The Seller is entitled to sell the goods on the basis of a trade license. Trade inspection is carried out within the scope of its competence by the relevant trade licensing office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, to a defined extent, among other things, the supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- (e) The buyer hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.

8. PRIVACY

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 April 2016 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/>.

9. FINAL PROVISIONS

- (a) If the relationship established by the Purchase Contract contains an international (foreign) element, then the parties agree that all rights of the Buyer and Seller arising out of or in connection with these general Terms and Conditions, the Purchase Contract or in connection with it or its termination are governed by the law of the Czech Republic. This is without prejudice to the rights of the consumer arising from generally binding legislation.
- (b) The Czech Court has jurisdiction to resolve any dispute arising out of, in connection with, or to terminate the Purchase Contract.
- (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: Nové sady 988/2, Brno, 602 00, Czech Republic

(iii) E-mail address: 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

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

(i) Company name: Skladon

(ii) Address: Průmyslová 377, Mošnov, 742 51, Czech Republic

(iii) E-mail address: info@pealock.com

ANNEX
MODEL WITHDRAWAL FORM

Withdrawal from the contract



Send non-compliant and unused goods to our warehouse address:

Skladon

Industrial 377

742 51 Mošnov

Czech Republic

I hereby announce that I am hereby withdrawing from the purchase agreement from Pealock holding, s.r.o., Nové sady 988/2, Brno, 602 00, company number: 07837208, of the following goods:

Order Number _____

Order date _____

Buyer's first and last name _____

Date _____

Signature _____