

**GENERAL TERMS AND CONDITIONS OF PEALOCK HOLDING, S.R.O.****1. INTRODUCTORY PROVISIONS**

- (a) These General Terms and Conditions (**Terms and Conditions**) apply to the purchase contract, the subject of which is the purchase of a Pealock smart electronic lock (Pealock Lock or Goods), through the online shop located at [www.pealock.com](http://www.pealock.com). ("**E-shop**"), concluded between Pealock holding, s.r.o., a company with its registered office at Nové sady 988/2, Brno, Postal Code 602 00, identification number: 07837208, registered in the Commercial Register kept at the Regional Court in Brno, Section C, File No.: 110396 as the Seller ("**Seller**") and any person who orders the Pealock Lock through the E-shop ("**Customer**"). These Terms and Conditions shall apply mutatis mutandis also to users of the Pealock Lock, regardless of whether they are also a Customer (**User**).
- (b) The sale and purchase of the Pealock Lock is governed by (i) the Contract between the Seller and the Customer (**the Contract**), and (ii) these Terms and Conditions. In the event of any conflict, the Contract shall prevail over these Terms and Conditions. The Customer's Terms and Conditions shall not apply to the Contract unless the parties to the Contract agree otherwise in writing.
- (c) The Seller currently offers the purchase of the Pealock Lock in two functional variants:
- (i) Pealock 1.0: Pealock Lock without GPS location and internet connectivity (**Pealock Lock without GPS**);
  - (ii) Pealock 2.0: Pealock Lock with GPS functionality, which allows you to pinpoint the location of Pealock Lock, connect Pealock Lock to the Internet and use additional services (**Pealock Lock with GPS**).
- (d) For the avoidance of doubt, wherever the Terms and Conditions refer to "Pealock Lock", it means Pealock Lock without GPS and Pealock Lock with GPS or any other future variant of Pealock Lock and is therefore a regulation of rights and obligations applicable to all offered variants of Pealock Lock.
- (e) The Seller reserves the right to restrict or discontinue the production and sale of any of the currently offered variants of the Pealock Lock and to unilaterally amend these Terms and Conditions in this connection in the future. However, changes shall not affect Orders already placed.

## 2. PURCHASE OF THE PEALOCK LOCK

- (a) All presentation of the Goods placed in the E-shop is of an informative nature and the Seller by such presentation does not make an offer to the Customer to conclude a Contract and is not obliged to conclude a Contract with the Customer. The provisions of Section 1732(2) of Act No. 89/2012 Coll., Civil Code, as amended (**Civil Code**) shall not apply.
- (b) The E-shop contains information about the Goods, their basic characteristics, price including VAT and the costs associated with the packaging and delivery of the ordered Goods (the price of the Goods and the costs associated with the packaging and delivery of the ordered Goods are hereinafter collectively referred to as the Purchase Price). The Purchase Price shall remain valid for as long as it is displayed in the E-shop. This provision does not limit the Seller's ability to conclude the Contract on individually agreed terms.
- (c) In order to order the Goods, the Customer shall fill in the order form in the E-shop (Order Form), which shall contain in particular information relating to:
  - (i) the Customer's identity, delivery and billing address;
  - (ii) the type of Goods ordered and their price;
  - (iii) the desired method of delivery of the Goods ordered;
  - (iv) the costs associated with the packaging and delivery of the Goods; and
  - (v) the method of payment of the Purchase Price.
- (d) The ordering of Goods is done by placing the selected Goods in the electronic shopping cart at E-shop and submitting the Order to the Seller by clicking on the Submit button.
- (e) When ordering Goods, the Customer is obliged to provide correctly and truthfully all the required information, which the Seller then considers to be up-to-date and correct. The Customer may add to or change the information provided in the Order for checking purposes.
- (f) The Seller shall confirm the Order by sending an automated confirmation e-mail message to the Customer's e-mail address specified in the Order (**Customer's e-mail**), thereby accepting the Order and concluding the Contract.
- (g) The Seller is entitled, depending on the nature of the Order (quantity of Goods, amount of the Purchase Price, estimated shipping costs) to ask the Customer for additional confirmation of the Order (for example, in writing or by telephone). In such case, the Contract shall be concluded only upon delivery of such confirmation to the Seller.
- (h) Costs incurred by the Customer when using remote means of communication in connection with the conclusion of the Contract (internet connection costs, telephone call costs) shall be borne by the Customer. For the avoidance of doubt, it is stated that the costs for the use of remote means of communication for the conclusion of the Contract do not differ from the basic rate.

### 3. PURCHASE PRICE AND PAYMENT TERMS

- (a) The Purchase Price shall be paid by the Customer by the payment method selected in the Order. If he chooses to pay by bank transfer, the payment details are sent to the Customer's e-mail together with the Order confirmation. The Purchase Price is payable within three days of the conclusion of the Contract and failure to pay the Purchase Price on time shall result in the cancellation of the Contract from the outset.
- (b) The Customer acquires ownership of the Goods at the time when the Contract is concluded and the Purchase Price is paid, with payment being made by crediting the total amount corresponding to the Purchase Price to the Seller's bank account.
- (c) Any discounts on the price of the Goods granted to the Customer cannot be combined.

### 4. DELIVERY OF GOODS

- (a) If the Seller is obliged under the Contract to deliver the Goods to the place specified by the Customer in the Order, the Customer shall take possession of the Goods on delivery. The cost of re-delivery due to the Customer's failure to take delivery of the Goods on the first delivery shall be borne by the Customer and the Seller shall not be obliged to deliver the Goods ordered to the Customer until such costs have been paid. If the Customer fails to pay such additional costs within the time specified for such payment, the Seller shall be entitled to withdraw from the Contract.
- (b) If the method of delivery is agreed on the basis of the Customer's individual request, the Customer shall bear the risk and any additional costs associated with such method of delivery.
- (c) On receipt of the Goods from the carrier, the Customer shall check the integrity of the packaging and report any defect or breach of packaging to the carrier immediately. In the event of a breach of packaging indicating tampering, the Customer may refuse to accept the Goods from the carrier. The Seller shall not be liable for damages incurred during transportation.

### 5. PEALOCK LOCK WITH GPS

#### 5.1 Operation of the Pealock Lock with GPS

- (a) The Pealock Lock with GPS is a smart electronic lock designed to protect sporting and other equipment, which in the event of theft triggers an alarm and calls a pre-specified telephone number (**Alarm Function**) and which also allows the location of the item on which the Pealock Lock with GPS is attached to be recorded and displayed on the Pealock App (as defined in Section 5. 2(a)) even when the mobile device is out of Bluetooth range (**the GPS Tracking and Communication Function of the Pealock Lock** or just **the GPS Function**).
- (b) The Pealock Lock with GPS contains the Seller's embedded software that enables the use of the GPS Feature (**Software**) and a SIM card that enables the Pealock Lock to communicate with the Pealock App.

- (c) The SIM Card must be activated before the Pealock with GPS can be put into operation. For the avoidance of doubt, the Seller states that the Pealock Lock is only compatible with the SIM card included in each new Pealock Lock package.
- (d) Activation of the SIM card will occur automatically the first time data is transferred from the Pealock Lock with GPS to the Pealock App, with data transfer enabled via the data services on the SIM card (**Data Services**).
- (e) The Data Services are necessary for the proper functioning of the GPS tracking and communication function of the Pealock Lock, and when purchasing a new Pealock Lock with GPS, the Purchaser will receive a SIM card with the Data Services already prepaid for a period of 1 month from the activation of the SIM card. Data Services for use of the GPS Function after this 1 month period will be received by the User when purchasing Additional Services (as defined in Article 5.4(a) of these Terms and Conditions) via the Pealock Application.
- (f) For the avoidance of doubt, the Seller expressly states that it is not the direct provider of the Data Services and merely facilitates their use in the provision of the Pealock functionality. The provision of Data Services is governed by the contractual terms and conditions of the electronic communications service provider as defined in Act No. 127/2005 Coll., the Act on the Provision of Electronic Communications Services, as amended. Provider's contractual terms and conditions Data Services are available at [[https://www.vodafone.cz/\\_sys\\_/FileStorage/download/2/1419/vseobecne\\_podminky\\_eng.pdf](https://www.vodafone.cz/_sys_/FileStorage/download/2/1419/vseobecne_podminky_eng.pdf)].
- (g) In order to use the Alarm Function, you must have a credit of at least CZK 200 on your SIM Card. The SIM card included in the original package has a prepaid credit of CZK 200, which can be further increased in the Pealock Application as part of the purchase of Additional Services.

## 5.2 Installation of the Pealock Lock with GPS

- (a) In order to use the Pealock Lock with GPS, the User must have the Pealock mobile app (**Pealock App**) installed on his/her mobile device (**Device**) and the Pealock Lock with GPS paired with it registered within his/her personal profile. A list of supported devices for the Pealock App is available in the official stores (e.g. App Store, Google play).
- (b) A personal profile is created by the User when the Pealock App is first launched by entering the access data through which the User will log in to the Pealock App. The registration of the personal profile is completed by confirmation from the Seller.
- (c) The pairing of the Pealock Lock with the GPS and the Pealock Application is based on Bluetooth technology, in the manner described in more detail directly in the Pealock Application.
- (d) For the smooth functioning of the GPS tracking function and communication with the Pealock Lock, it is essential to always have the current version of the Pealock App downloaded.

### 5.3 Pealock Use of the GPS Tracking and Communication with Pealock

- (a) The GPS tracking and communication function with the Pealock Lock allows the current location of the Pealock Lock to be determined and further visualised in the Customer's personal profile in the Pealock App, and also ensures communication between Pealock Lock and the Pealock App outside the Bluetooth range.
- (b) The Pealock Lock with GPS only allows determining its location instantaneously in the event of:
  - (i) its activation, i.e. when the Pealock with GPS is turned on; or
  - (ii) the triggering of an alarm, regardless of what causes the alarm to be triggered.
- (c) During the activation of the GPS Function, data regarding the current location of the Pealock Lock is shared with the registered personal profile in the Pealock Application, whereby when the Pealock Lock with GPS is activated, it is a one-time data transfer and when the alarm is triggered, data regarding the location of the Pealock Lock is transferred repeatedly every 3 seconds.
- (d) The Customer or User acknowledges that the accuracy of the location data detected by the Pealock Lock with GPS and its transmission to the Pealock Application may be affected by the movement of the object on which the Pealock Lock is placed, the quality of the internet connection and other influences (for example, the effect of weather fluctuations or other natural influences) and therefore the data may be distorted from reality. The Customer or User further acknowledges that there is a slight delay between the transmission of the GPS signal and the display of the location on the Pealock App. The Seller therefore does not guarantee the quality of the GPS signal and its coverage at the location where the Pealock with GPS will be used or the error-free operation of the Pealock GPS Function due to poor quality mobile data transmission.

### 5.4 Arranging Additional Services

- (a) Additional services supported by the Pealock with GPS (**Additional Services**) can be ordered from the Seller in the Pealock App.
- (b) As part of the Additional Services, the User may, in addition to using the Alarm Function after the SIM Card credit has been exhausted and extending the validity of the GPS Tracking and Communication Function with the Pealock Lock for a period beyond the first 1 month free of charge, arrange, for example, online property insurance or travel insurance. The current list of Additional Services supported by Pealock with GPS and their prices are listed in the E-shop and in the Pealock App.
- (c) The terms and conditions of the Additional Services are regulated by a separate contract, which is concluded when ordering the Additional Service.

- (d) For the avoidance of doubt, unless otherwise expressly agreed, the Seller only allows the User to arrange the Additional Services via the Pealock App, but the actual provision of the Additional Services is handled directly by the Supplier, who is thus responsible for the manner and quality of such services.

## 5.5 Use of data

- (a) The User agrees that the Seller shall be entitled to use the data on the location of the object detected by the Pealock Lock with GPS for the duration of the User's use of the Pealock Lock, and furthermore to use any anonymised data, including anonymised data regarding the location of the Pealock Lock, for its internal and business needs, to share it with third parties and to process it at its discretion, including the possibility to integrate such data into a database, even at any time after the termination of the use of the Pealock Lock.
- (b) In any event, the Seller shall be deemed to be the originator of the database referred to in paragraph (a) above and shall be entitled to all proprietary rights in such database in accordance with Act No. 121/2000 Coll., on Copyright, on Rights Related to Copyright and on Amendments to Certain Acts (Copyright Act), as amended (**Copyright Act**).
- (c) Details regarding the processing of the Customer's or User's personal data in connection with the use of Pealock Lock are set out in Article 7 of these Terms and Conditions.

## 5.6 Software

- (a) The Seller is the exclusive and unrestricted executor of all proprietary and, to the fullest extent permitted by law, personality rights in the Software as a work of authorship within the meaning of the Copyright Act.
- (b) All of Seller's rights (both proprietary and personal) in the Software shall remain vested in Seller. The Seller does not grant the Customer or the User any rights or access to the Software under the Agreement except to provide access necessary for the purposes of operating Pealock Lock. For this purpose, the Seller grants the Customer, or any User of the Pealock Lock, a non-exclusive, worldwide license to the Software for the duration of any User's ownership of the Pealock Lock. For the avoidance of doubt, it is stated that upon transfer of ownership of the Pealock Lock, the license to the Software under this paragraph shall extend to the same extent to the new owner or User of the Pealock Lock. The price for the license granted under this paragraph is included in the Purchase Price.
- (c) The Customer and the User agree to refrain from any use of the Pealock Lock and the Software other than in accordance with the Agreement, these Terms and Conditions or the Seller's instructions, or for any purpose other than the operation and use of the features of the Pealock Lock, in particular, examining, reconstructing or testing them for the purpose of obtaining the know-how or trade secrets of the Seller contained therein, or analysing the source code of the Software for purposes other than those permitted under Section 66 of the Copyright Act. It shall be deemed a breach of this obligation on the part of the Customer or User to allow any third party to perform such acts, even unintentionally.

## 6. RIGHTS FROM DEFECTIVE PERFORMANCE

- (a) The Seller shall be liable to the Customer that the Goods are free from defects upon receipt, in particular that at the time the Customer took possession of the Goods:

- (i) the Pealock Lock has the characteristics described by the Seller in the E-shop; and
- (ii) the Pealock Lock is fit for the advertised purpose,

unless the Pealock Lock is sold at a lower price because of a defect for which the lower price was agreed.

- (b) In using the Pealock Lock, the User shall follow the instructions and recommendations of the Seller set forth in the manual for the use of the Pealock Lock (**the Manual**). The Manual will be provided to the Customer with the Goods delivered and is also available in electronic form on the E-Shop at <https://pealock.com/cs/video-navody-a-manualy/>.
- (c) The User shall not use the Goods in any manner other than that for which they are intended.
- (d) If the User damages the Goods by improper maintenance, mechanical damage or careless handling in violation of the Manual, e.g.:
  - (i) improper handling, unprofessional or inadequate maintenance;
  - (ii) external mechanical or chemical influences and damage;
  - (iii) Manuálu failure to follow the instructions in the Manualthe Seller shall be entitled to reject the claim.
- (e) The Customer shall be entitled to claim for defects occurring in the Pealock Lock within a period of 24 months from the date of acceptance.
- (f) If the Customer is not a consumer, then the Customer shall enforce the defective performance rights against the Seller at the Seller's own expense at the Seller's registered office and such costs shall not be reimbursed to the Customer. The moment of claim shall be deemed to be the moment when the Seller has received the claimed Pealock Lock. The claim, including the removal of the defect, shall be settled without undue delay, at the latest within 30 days from the date of the claim, unless the Seller and the Customer agree on a longer period.
- (g) Other rights and obligations of the parties to the Contract relating to the Seller's liability for defects may be regulated by the Seller's Complaints Regulations.

## 7. DATA PROTECTION

The Customer acknowledges that the Seller processes personal data for the purpose of sale of the Goods in accordance with the legal regulations concerning the processing and protection of personal data, in particular, but not exclusively, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (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 Data Protection Authority. Details regarding the processing of Customer's personal data by the Seller are set out at <https://pealock.com/cs/gdpr/>.

## 8. WITHDRAWAL FROM THE CONTRACT

### 8.1 Withdrawal by the Customer acting as a consumer when entering into the Contract

- (a) If the Customer is a consumer, the Customer may withdraw from the Contract without giving any reason within fourteen (14) days of receipt of the Goods and request a refund of the Purchase Price by sending a written withdrawal to the address (including an electronic address) for returns or claims to Pealock Lock set out in Clause 9.3(i) of these Terms and Conditions. The Customer may use the sample withdrawal form contained in the Appendix to these Terms and Conditions for this purpose. It is sufficient to comply with the fourteen-day period if the withdrawal is at least sent before the expiry of this period. The receipt of the written notice of withdrawal by the Customer shall be promptly confirmed by the Seller to the Customer's E-mail.
- (b) In accordance with the provisions of Section 1837 of the Civil Code, the Customer may not withdraw from the Contract in respect of Goods which have been specially adapted to his wishes or for his person.
- (c) In the event that the Customer withdraws from the Contract in accordance with these Terms and Conditions, the Contract shall be cancelled from the outset. The Customer must then return the Goods to the Seller within fourteen days of withdrawal from the Contract in their original condition, undamaged, including any accessories received by the Customer with them.
- (d) The costs of returning the Goods in connection with withdrawal from the Contract under this Article shall be borne by the Customer, even if the Goods cannot be returned by normal postal means due to their nature.
- (e) Except as otherwise provided in these Terms and Conditions, the Seller shall refund to the Customer, without undue delay after receipt of the returned Goods, the Purchase Price paid by the Customer for the returned Goods in the same manner as it was received from the Customer.
- (f) If the Customer has chosen other than the cheapest method of delivery of the Goods or delivery of the Goods on individually negotiated terms, the Seller shall refund to the Customer the cost of delivery of the Goods in an amount equal to the cheapest method of delivery of the Goods offered and deduct such difference from the amount of the Purchase Price refunded.
- (g) If the Customer returns the Goods damaged or fails to return everything received from the Seller in connection with the Contract, the Seller shall have the right to unilaterally set off the corresponding amount of such damage to the Goods or missing Goods against the Customer's claim for a refund of the Purchase Price.
- (h) If the Seller has provided the Customer with a gift together with the Goods, if the Contract is cancelled pursuant to this Article, the gift contract in respect of such gift shall cease to have effect and the Customer shall return the gift together with the Goods.

### 8.2 Withdrawal by the Seller



- (a) The Seller shall have the option to withdraw from the Contract if the Goods ordered by the Customer cannot be delivered because:
  - (i) it is out of stock or cannot be manufactured; or
  - (ii) the Seller is unable to perform the Contract for a reason beyond its control, due to a natural disaster or force majeure.
- (b) Withdrawal from the Contract by the Seller shall always be made in writing to the Customer's e-mail address.
- (c) If the Seller withdraws from the Contract when the Customer has already paid the Purchase Price, the Purchase Price shall be refunded to the Customer without undue delay.
- (d) Any termination of the Contract (including rescission) shall have no effect on the Seller's rights in the data identified by Pealock Lock and the Seller's rights in the Software, and the database of which it is the acquirer under the Contract, which shall survive termination of this Contract.

## 9. FINAL PROVISIONS

### 9.1 Changes to the Terms and Conditions

The current version of the Terms and Conditions is available on the E-shop. The Seller may unilaterally change or amend the Terms and Conditions, and the Seller shall inform the Customer and the User in advance of any changes by publishing the changes on the E-shop, indicating the effective date of the marked changes. Upon the entry into force of the new version of the Terms and Conditions, the original version of the Terms and Conditions shall cease to be valid. This provision does not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

### 9.2 Governing Law and Jurisdiction

- (a) The Contract, including these Terms and Conditions, and all rights of the Customer, the User and the Seller arising out of, in connection with or in connection with the Contract or its termination or use of the Pealock Lock shall be governed by the laws of the Czech Republic.
- (b) All disputes relating to or arising out of the Contract or the use of the Pealock Lock shall be settled by the ordinary courts of the Czech Republic.

### 9.3 Final Provisions

- (a) The Seller shall not be bound by any codes of conduct in relation to the Customer within the meaning of Section 1826(1)(e) of the Civil Code.
- (b) Consumer complaints are handled by the Seller via the electronic address [info@pealock.com](mailto:info@pealock.com). The Seller shall send information about the settlement of the Customer's complaint to the Customer's e-mail.
- (c) Unless otherwise specified, the Customer or User may contact the Seller for customer support, to make a complaint or e.g. to report a bug, question or request, via the Seller's e-mail: [info@pealock.com](mailto:info@pealock.com).

- (d) In the event that a consumer dispute arises between the Seller and the Customer, who is a consumer, arising from the concluded Contract, which cannot be resolved by mutual agreement, the Customer may submit a proposal for out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz>. The Customer may also use the European Commission's online dispute resolution platform at <http://ec.europa.eu/consumers/odr>.
- (e) The Seller is authorised to sell the Goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. Supervision over the area of personal data protection is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended (**Consumer Protection Act**) within a defined scope.
- (f) The Customer hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.
- (g) The Seller's billing information is:
  - (i) Company name: Pealock holding, s.r.o.
  - (ii) Česká republika Address: Nové sady 988/2, Brno, 602 00, Czech Republic
  - (iii) E-mail address: [info@pealock.com](mailto:info@pealock.com)
  - (iv) ID number: 07837208, VAT number: CZ07837208
- (h) 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)
- (i) The address for returning or claiming Pealock Lock is:
  - (i) Company name: Skladon
  - (ii) Address: Průmyslová 377, Mošnov, 742 51, Czech Republic
  - (iii) E-mail address: [info@pealock.com](mailto:info@pealock.com)



ANNEX 1

MODEL WITHDRAWAL FORM

Withdrawal from the contract

Send non-conforming and unworn goods to our warehouse address:

Warehouse

Průmyslová 377

742 51 Mošnov

Czech Republic

I hereby notify that I withdraw from the Contract concluded with Pealock holding, s.r.o., Nové sady 988/2, Brno, 602 00, ID: 07837208, regarding the purchase of these Goods:

\_\_\_\_\_

Order number \_\_\_\_\_

Date of order \_\_\_\_\_

Customer's name and surname \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_