

## Commercial Terms and Conditions

AnyoneGo, s. r. o., Nové Sady 988/2, Staré Brno, 602 00 Brno, identification number: 05368189 for sale of goods via an online presentation of the company available at [www.anyonego.com](http://www.anyonego.com)

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### 1. Introductory Provisions

1.1. These Commercial Terms and Conditions (hereinafter referred to as the "Commercial Terms and Conditions") of AnyoneGo, s. r. o., with its registered office at Nové Sady 988/2, Staré Brno, 602 00 Brno, identification number: 05368189 (hereinafter referred to as the "Seller"), regulate the mutual rights and obligations of the Contracting Parties arising in connection or under a purchase contract (hereinafter referred to as the "Purchase Contract") concluded by and between the Seller and another entity in the form of a natural person or legal entity (hereinafter referred to as the "Purchaser") through an Internet presentation of AnyoneGo, which is presented at [www.anyonego.com](http://www.anyonego.com) via the web interface (hereinafter referred to as the "Business Web Interface").

The Purchaser may be in the position of a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code (Act No. 89/2012 Coll., the Civil Code, hereinafter referred to as the "Civil Code"). Only the Purchaser in the position of a consumer subjects to the provisions of Section 1829 and subsequent provisions of the Civil Code on the possibility of withdrawal from the contract (paragraph 4 of the Commercial Terms and Conditions).

1.2. The Commercial Terms and Conditions also regulate the rights and obligations of the Contracting Parties during use of the Seller's website located at [www.anyonego.com](http://www.anyonego.com) (hereinafter referred to as the "Website") and other related legal relations.

1.3. Provisions differing from the Commercial Terms and Conditions can be negotiated between the Seller and the Purchaser in a Purchase Contract. Differing arrangements contained in a Purchase Contract shall prevail over the provisions of the Commercial Terms and Conditions.

1.4. The Commercial Terms and Conditions are the integral part of a Purchase Contract. A Purchase Contract and the Commercial Terms and Conditions are drawn up in the Czech language. Upon conclusion of a Purchase Contract, the Purchaser expresses its consent to the Commercial Terms and Conditions.

1.5. The Seller is entitled to unilaterally change and supplement the Commercial Terms and Conditions. This provision shall not affect the rights and obligations arisen during the term of validity of the previous text of the Commercial Terms and Conditions.

## **2. Conclusion of a Purchase Contract**

2.1. All presentations of goods placed in the Business Web Interface are of informative character and the Seller is not obliged to enter into a Purchase Contract regarding these goods. The provision of Section 1732(2) of the Civil Code shall not apply. The Business Web Interface contains information about the goods offered by the Seller for sale. The specified prices are indicative, because the nature of the offered goods mostly include further customized adjustments that affect the final price of a product, therefore contracts with Purchasers are concluded under individually agreed terms. All offers of sale of goods placed in the Business Web Interface are not binding and the Seller is not obliged to enter into a Purchase Contract regarding these goods.

2.2. The costs related to packaging and delivery both in the Czech Republic and abroad are individually agreed upon with the Purchaser depending on the type of a product and its modifications. Outside the Czech Republic, the costs associated with packaging and shipment/delivery will be individually agreed with the Purchaser. If no agreement on costs associated with packaging and shipment/delivery costs is reached, the contract cannot be concluded.

2.3. As regards an enquiry for goods, the Purchaser shall fill in the form marked "Request Form" (hereinafter referred to as the "Request Form"), in the Business Web Interface of the store. The Request Form shall include, in particular the following information:

2.3.1. Specification of ordered goods, contact information of the Purchaser, required specification of the enquiry.

(Instead of the Request Form, the enquirer can also use the e-mail address of the company info@anyonego.com).

2.4. Prior to sending of the order to the Seller, the Purchaser is allowed to check and change the data, which the Purchaser has entered into the order, also with regard to the possibility of the Purchaser to detect and correct defects generated, when entering the data into the order. The Purchaser sends an order to the Seller by clicking on the "Send" button. The information specified in the sent order is considered by the Seller to be correct. Upon receipt of the order, the Seller shall confirm it without undue delay by e-mail to the Purchaser, to the Purchaser's e-mail address specified in the order (hereinafter referred to as the "Purchaser's Electronic Address").

2.5. The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of purchase price, expected transport costs) to ask the Purchaser for additional confirmation of the order (e. g. in writing or telephone).

2.6. The contractual relationship between the Seller and the Purchaser shall be established upon delivery of confirmation of receipt of the order (acceptance), which is sent by the Seller to the Purchaser by electronic mail to the Purchaser's electronic mail address.

2.7. The Purchaser acknowledges that the Seller is not obliged to conclude a Purchase Contract, especially with persons, who previously breached their obligations towards the Seller in any way.

2.8. The Purchaser agrees with use of means of remote communication during concluding of a Purchase Contract. Costs incurred to the Purchaser during use of means of remote communication in connection with conclusion of a Purchase Contract (costs of Internet connection, cost of phone calls) shall be borne by the Purchaser itself.

### **3. Price of Goods and Payment Terms**

3.1. The price of the goods and any costs associated with shipment/delivery of goods according to a Purchase Contract may be paid by the Purchaser to the Seller in the following ways:

- In cash on delivery at the place specified by the Purchaser in the order;
- By cashless transfer to the Seller's account No. 4848848488/5500, held by Raiffeisenbank a. s.

(hereinafter referred to as the "Seller's Account");

3.2. Together with the purchase price, the Purchaser is also obliged to pay the costs associated with packaging and shipment/delivery of goods to the Seller in the agreed amount. Unless expressly specified otherwise, the purchase price shall also mean the costs associated with shipment/delivery of the goods.

3.3. In case of payment in cash or in case of payment on delivery, the purchase price shall be payable on receipt of the goods. In case of cashless payment, the purchase price is due within 14 days of the conclusion of a Purchase Contract.

3.4. In case of cashless payment, the Purchaser is obliged to include the variable symbol of the payment, when paying the purchase price for the goods. In case of cashless payment, the obligation of the Purchaser to pay the purchase price is fulfilled upon the moment of crediting of the relevant amount to the Seller's Account.

3.5. The Seller is entitled, in particular if the Purchaser does not make any additional confirmation of the order (Article 2.5 of the Commercial Terms and Conditions), to request payment of the whole purchase price before sending the ordered goods to the Purchaser.

3.6. Any discounts from the price of goods provided by the Seller to the Purchaser cannot be mutually combined. The purchase price is valid for all order items in total as a whole. The concluded Purchase Contract and the purchase price reflect the total order; the subject of the Contract shall also be all items listed in the order, unless mutually agreed otherwise by the Contracting Parties.

3.7. If this is customary in the business relationships or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - invoice to the Purchaser for payments made on basis of the Purchase Contract, either for the full or partial performance of the Contract. The Seller is the payer of the value added tax. Tax document - the invoice shall be issued by the Seller to the Purchaser after payment of the price of the goods and shall send it in electronic form to the Purchaser's Electronic Address.

### **4. Withdrawal from the Purchase Contract**

4.1. The Purchaser acknowledges that according to the provision of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from a Purchase Contract for delivery of goods adjusted according to the Purchaser's wishes or for its person, as well as goods, which are subject to rapid destruction, wear or obsolescence, from a Purchase Contract for delivery of audio and video recordings and computer programs, if the consumer broke their original packaging, as well as from a Purchase Contract for delivery of newspapers, periodicals and magazines and in other cases specified in Section 1837 of the Civil Code.

4.2. If this is not the case referred to in Article 4.1 or any other case, where it is not possible to withdraw from the Purchase Contract, the Purchaser is entitled to withdraw from the Purchase Contract within fourteen (14) days as of receipt of the goods in accordance with the provision of Section 1829 of the Civil Code. Withdrawal from the Purchase Contract must be delivered to the Seller within fourteen (14) days as of receipt of the goods. Withdrawal from the Purchase Contract may be sent by the Purchaser, among others, to the address of the Seller's establishment or to the address of

the Seller's electronic mail info@anyonego.com. The withdrawal form for withdrawal from the Purchase Contract is available at the end of this document.

Withdrawal from the Contract by the Purchaser shall be considered to be the withdrawal from the subject of performance defined by the order (Contract) as a whole, including all order items, not individual order items. The Seller may accept partial withdrawal from a Contract/subject of performance (i.e. individual items of performance/orders) under the conditions of Section 1829 of the Civil Code, based on the request of the Purchaser.

4.3. In the event of withdrawal from a Contract under Article 4.2 of the Commercial Terms and Conditions, the Purchase Contract (or its part according to paragraph 4.2 of the Commercial Terms and Conditions) shall be cancelled as of its beginning. The goods must be returned or sent to the Seller without undue delay no later than within 14 working days after sending of the withdrawal from the Contract to the Seller. The goods should be returned to the Seller undamaged and unworn and, if possible, in the original packaging. The Purchaser shall be responsible for any decrease of the value of the goods resulting from handling of such goods in a different way, than they are to be handled with regard to their nature and characteristics.

4.4. The Seller is entitled to review the status of the goods returned by the Purchaser according to Art. 4.3. of the Commercial Terms and Conditions, in particular in order to determine, whether the returned goods are not damaged, worn or partially consumed.

4.5. In the event of withdrawal from the Contract pursuant to Article 4.2 of the Commercial Terms and Conditions, the Seller shall return the performance provided by the Purchaser without undue delay after reviewing the goods in accordance with Article 4.4 of the Commercial Terms and Conditions, but no later than within fourteen (14) days after delivery of withdrawal from the Purchase Contract to the Purchaser. If the Purchaser chose a different than the cheapest method of delivery of goods, the Seller will return the cost of delivery of the goods to the Purchaser only up to the amount corresponding to the cheapest method of delivery of the goods. Return of the provided performance will preferably be made to an account determined by the Purchaser, unless additional costs would incur to the Purchaser and the Purchaser agrees with it, otherwise in the same way, in which the Seller received the performance. The Seller is also entitled to return the performance provided by the Purchaser already upon return of the goods by the Purchaser.

4.6. In the event of withdrawal from a Contract, the Purchaser shall bear the costs associated with return of the goods to the Seller. The Purchaser acknowledges that if the goods returned by the Purchaser are damaged, worn or partially consumed, the Seller will be entitled to damage compensation against the Purchaser, which will incur to it. The Seller is entitled to unilaterally set off a claim to payment of the incurred damage against the Purchaser's entitlement to a return of the purchase price.

4.7. The Seller is entitled to withdraw from a Purchase Contract at any time until the goods are taken over by the Purchaser. In such a case, the Seller will return the purchase price to the Purchaser without undue delay, by cashless payment to the Purchaser's designated account.

4.8. In cases where a gift is provided to the Purchaser together with the goods, the donation contract between the Seller and the Purchaser is concluded with a resolution condition that if the Purchase Contract is withdrawn from by the consumer, the donation contract for such a gift ceases to be effective and the Purchaser is also obliged to return the provided gift to the Seller together with the goods.

## **5. Transport and Delivery of Goods**

5.1. The method of delivery of the goods shall be determined by the Seller, unless otherwise specified in the Purchase Contract. If the method of transport is contracted on the basis of the Purchaser's request, the Purchaser bears the risk and any additional costs associated with such methods of transport.

5.2. If the Seller is obliged, according to the Purchase Contract, to deliver the goods to the place specified by the Purchaser in the order, the Purchaser is obliged to take over the goods on delivery. If the Purchaser does not accept the goods on delivery, the Seller is entitled to claim a storage fee of CZK 200 (amount in words: two hundred Czech crowns) or the Seller is entitled to withdraw from the Purchase Contract.

5.3. If, for reasons on the part of the Purchaser, the goods have to be delivered repeatedly or in a different way than specified in the order, the Purchaser is obliged to pay the costs associated with the repeated delivery of the goods or costs associated with other method of delivery.

5.4. The Purchaser is obliged to check the integrity of the packaging of the goods upon takeover of the goods from the carrier, and to inform the carrier immediately in case of any defects. In case it is found out that there is a damage of the packaging indicating unauthorised entry into the consignment, the Purchaser is not obliged to take over the shipment from the carrier. By signing the delivery note, the Purchaser confirms that the packaging of the consignment containing the goods has not been broken.

5.5. Other rights and obligations of the Parties during the transport of goods may be adjusted by special delivery terms of the Seller, if issued by the Seller.

## **6. Liability for Defects, Warranty**

6.1. The rights and obligations of the Contracting Parties regarding the rights of defective performance are governed by the relevant generally binding legal rules, in particular the provisions of Section 1914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 of the Civil Code.

6.2. The Seller is liable to the Purchaser that the sold item is in accordance with the Purchase Contract, especially that it is without defects. The conformity with the Purchase Contract means that the sold item has the quality and utility characteristics required by the Contract, described by the Seller, the manufacturer or its representative or expected on basis of the advertising carried out by them, or where appropriate, the quality and utility characteristics usual for an item of such a kind, that it meets the requirements of legal rules, it is of the corresponding quantity, amount or weight and corresponds to the purpose, which the Seller indicates for use or which the item is usually used for.

6.3. In the event that the item is not in accordance with the Purchase Contract upon the moment of takeover by the Purchaser (hereinafter referred to as the "Difference from the Purchase Contract"), the Purchaser has the right to the Seller's putting the item into the state corresponding to the Purchase Contract, free-of-charge and without undue delay, according to the Purchaser's request either by exchange of the item or by its repair; if such procedure is not possible, the Purchaser is entitled to demand a reasonable discount from the price of the item or to withdraw the Contract. This does not apply, if the Purchaser knew, before takeover of the item, of the Difference from the Purchase Contract, or if it caused the Difference from the Purchase Contract by itself. A Difference from the Purchase Contract, which appears within six (6) months as of the date of receipt of the item, shall be considered to be the difference already existing at the time of its takeover, unless this is contrary to the nature of the item or unless its is proven otherwise.

6.4. Unless the items, which are quickly deteriorating, or used items are concerned, the Seller shall be liable for defects which appear as a Difference from the Purchase Contract after takeover of the item within the warranty period (guarantee).

6.5. The Purchaser's rights resulting from liability of the Seller for defects, including guarantee liability of the Seller, are to be exercised by the Purchaser at the address of its establishment at Jana Babáka 2733/11, 612 00 Brno. The moment of the claim exercise is considered to be the moment, when the Seller received the complained goods from the Purchaser.

6.6. The condition for proper and successful execution of complaints of any defects of trolleys and/or braces delivered by the Seller shall be the compliance with the conditions for use of these products published at the Seller's web interface.

6.7. Further rights and obligations of the Parties related to the Seller's liability for defects may be regulated by the Seller's Complaint Rules, if issued.

## **7. Transfer of Ownership**

7.1. The Purchaser acquires ownership to the goods upon payment of the whole purchase price for the goods to the Seller.

## **8. Other Rights and Obligations of the Contracting Parties**

8.1. In relation to the Purchaser, the Seller is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

8.2. The Purchaser acknowledges that the Seller is not liable for errors arising from any third-party interference at the website or as a result of use of the website contrary to its designation.

8.3. The Seller is entitled to sell the goods on the basis of the trade licence. A trade-licence control shall be carried out by the competent trade licence office within the scope of its competence. Supervision of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, among others, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.4. The Purchaser hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of Act No. 89/2012 Coll., the Civil Code.

## **9. Personal Data Protection**

9.1. As regards personal data processing, the Seller proceeds in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as "GDPR")

9.2. The principles of protection and processing of personal data are specified in more detail in the Basic Information on the Processing and Protection of Personal Data issued by the Seller, available as a part of this document.

## **10. Delivery**

10.1. Unless agreed otherwise, all correspondence relating to the Purchase Contract must be delivered to the other Contracting Party in writing by e-mail, personally or via a registered mail by a postal service operator (according to the sender's choice). Messages for the Purchaser are delivered to the address of electronic mail specified in the order form.

## 11. Applicable Law

11.1. Mutual disputes between the Seller and the Purchaser shall be resolved by general courts.

11.2. According to Act No. 634/1992 Coll., on Consumer Protection, as amended, the Purchaser, who is a consumer, is entitled to out-of-court resolution of a consumer dispute from a purchase contract or a service contract. The Czech Trade Inspection Authority shall be the entity that is entitled to carry out the out-of-court resolution of a dispute. More information is available at the website [www.coi.cz](http://www.coi.cz).

11.3. An out-of-court resolution of a consumer dispute shall exclusively be initiated upon a proposal from the consumer, and only if it was impossible to resolve the dispute with the Seller directly. The consumer may submit the proposal no later than within 1 year as of the date, on which s/he exercised his/her right, which is the subject of the dispute, with the Seller for the first time.

11.4. The consumer is entitled to initiate an out-of-court settlement of the dispute on-line via the ODR platform available at the website [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/). This procedure is neither a mediation according to Act No. 202/2012 Coll., on Mediation, as amended, nor an arbitration procedure according to Act No. 216/1994 Coll., on Arbitration Procedure and Execution of Arbitration Awards, as amended, and its use is without prejudice to the right of the Parties to enforce their claim at the Czech Trade Inspection Authority or before a Court.

11.5. For the duration of negotiations on an out-of-court settlement of the dispute, the limitation and preclusive periods according to the Civil Code shall neither run nor begin to run, until one of the Parties to the disputes expressly refuses to continue the proceedings.

11.6. Supervision over compliance with obligations pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended, is carried out by the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)).

## 12. Final Provisions

12.1. If a relationship associated with the use of the website or a legal relationship established by a Purchase Contract contains an international (foreign) element, then the Parties agree that the relationship is governed by Czech law. This shall be without prejudice to the rights of the consumer resulting from generally binding legal regulations.

12.2. If any provision of the Commercial Terms and Conditions is or becomes invalid or ineffective, then a provision, the meaning of which is as close as possible to the invalid provision, shall apply instead of the invalid provisions. Any invalidity or ineffectiveness of one provision shall not affect validity of the other provisions.

12.3. Contact details of the Seller: address for delivery AnyoneGo, s. r. o, TITC VTP building, Purkyňova 648/125, 602 00 Brno electronic mail address [info@anyonego.com](mailto:info@anyonego.com), phone +420 775 275 909.

In Brno, on 01/07/2020

AnyoneGo, s. r. o.