

GENERAL TERMS AND CONDITIONS

These general terms and conditions ("**Terms**") of Armyproduct.cz, with its registered office in Náměšt na Hané IČO 07886209 registered in the commercial register under ref. no.: S-SMOL/048868/2019/OZIVN kept by the Municipality of the city Olomouc, e-mail: **objednavky@armyproduct.cz**, telephone number: +420 608 965 816 ("**We**" or "**Seller**") are regulated in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code, in as amended ("**Civil Code**") mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or on the basis of the purchase contract ("**Contract**") concluded via the E-shop on the website: www.armyproduct.cz.

The provisions of these Terms are an integral part of the Contract. The Contract and Terms are drawn up in Czech language. We can unilaterally change or supplement the wording of the Terms. This provision does not affect the rights of obligations arising during the effective period of the previous version of the Terms.

As you probably know, We primarily communicate remotely. Therefore, the means of remote communication are used for our Contract as well. These means allow us to reach a Contract without the simultaneous physical presence of Us and You. The Contract is thus concluded remotely in the E-shop environment, through the web interface website ("**E-shop web interface**").

If any part of the Terms and Conditions contradicts what We agreed upon together as part of the process of your purchase at Our E-shop, this specific agreement will take precedence over the Terms.

1. SOME DEFINITIONS

- 1.1. **Price** is the financial amount you will pay for the Goods;
- 1.2. **The Shipping Price** is the financial amount that you will pay for the delivery of the Goods, including the price for its packing;
- 1.3. **The Total Price** is the sum of the Price and the Shipping Price;
- 1.4. **VAT** is a value added tax according to applicable legal regulations;
- 1.5. **An Invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total Price;
- 1.6. **The Order** is your irrevocable proposal to conclude a Contract with Us for the purchase of Goods;
- 1.7. **A User Account** is an account established on the basis of the data provided by you, which enables the storage of the entered data and storage history of ordered Goods and concluded Contracts;
- 1.8. **You** are a person shopping at Our E-shop, referred to by law as a buyer;
- 1.9. **Goods** are everything you can buy in the E-shop.

2. GENERAL PROVISIONS AND INSTRUCTIONS

- 2.1. The purchase of Goods is possible only through the web interface of the E-shop.
- 2.2. When purchasing Goods, it is your duty to provide us with all information correctly and truthfully. We will therefore consider the information you provided to us when ordering the Goods to be correct and true.

3. CONCLUSION OF THE CONTRACT

- 3.1. It is possible to conclude a contract with Us in Czech or English.
- 3.2. The contract is concluded remotely via the E-shop, while the costs of using remote means of communication are paid by You. However, these costs are no different from the base rate you pay for the use of these means (i.e., especially for Internet access). No other costs are charged by Us so you do not have to expect more than the Total Price. By submitting an Order, you agree that We use remote means of communication.

3.3. In order for us to conclude the Contract, you need to create a draft Order in the E-shop. This draft must include the following information:

a) Information about the purchased Goods (in the E-shop, you indicate the Goods you are interested in purchasing with the "add to cart" button);

b) Information about the Price, the Shipping Price, the method of payment of the Total Price and the required method of goods delivery; this information will be entered as part of the creation of the draft Order within the user environment of the E-shop. The information on the Price, Shipping Price and Total Price will be listed automatically on the basis of the Goods selected by you and the method of its delivery;

c) Your identification and contact details used to enable us to deliver the Goods, particularly first name, last name, delivery address, telephone number and email address;

d) In the case of a Contract based on delivering the Goods to you regularly and repeatedly, also information on the time period We will deliver the Goods to you.

3.4. During the creation of the draft of the Order, you can change and check the data during the time of its creation. You create the Order after performing a check by pressing the button "proceed to delivery and contact". However, before pressing the button, you still need to confirm your familiarity and agreement with these Terms, otherwise it will not be possible to create an Order. A checkbox is used for confirmation and consent. After pressing the "send order" button, all the filled-in information will be sent directly to Us.

3.5. We will confirm your Order as soon as possible after it has been delivered to us with a message sent to your e-mail address provided in the Order. The confirmation will include a summary of the Order. By confirming the Order on our part, the Contract between Us and You is concluded. Terms as valid on the date of the Order form an integral part of the Contract.

3.6. There may also be cases when We will not be able to confirm your Order. This is especially the case when Goods or materials are not available, or cases where you order more than the quantity of Goods available. However, you will always receive information about the maximum number of Goods within the E-shop in advance, and therefore, it should not be surprising for you. In the case that any reason arises for which We cannot confirm the Order, We will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In such a case, the contract is concluded when you confirm the offer.

3.7. In the event that an obviously incorrect Price is indicated within the E-shop or in the draft Order, We are not obliged to deliver the Goods to you for this Price even if you have received confirmation of the Order and therefore the Contract was concluded. In such a situation, We will contact you immediately and send you an offer to a conclusion of a new Contract in an amended form compared to the Order. In such a case, the contract is concluded when you confirm the offer. If you do not confirm our offer even within 3 days from its sending, We are entitled to withdraw from the concluded Contract. An obvious error is considered to be e.g. a situation in which the Price does not correspond to the usual price offered by other sellers or when a digit is missing or redundant.

3.8. In the event that the Contract is concluded, you are obligated to pay the Total Price.

3.9. In some cases, We allow a discount. Please claim this discount before submitting your order and write it in the additional message. Otherwise, no discount will be taken into consideration.

4. PRICING AND PAYMENT TERMS, TITLE RESERVATION AGREEMENT

4.1. The Price is always stated within the E-shop, in the draft Order and of course in the Contract. In case of discrepancy between the Price indicated for the Goods in the E-shop and the Price indicated in the draft Order, the Price stated in the draft Order will be applied. This Price will always be identical to the price in the Contract. The draft Order also states the price for shipping, or the conditions under which shipping is free.

4.2. The Total Price is stated including VAT and all fees established by law.

4.3. We will require you to pay the Total Price after concluding the Contract and before handing over the Goods. You can complete the payment of the Total Price in the following ways:

a) By bank transfer (IBAN). We will send you information for making the payment as part of the confirmation Order. In case of payment by bank transfer, the Total Price is due within 5 working days.

b) Via PayPal. In case of payment via Pay Pal, the Total Price is due within 3 working days.

c) Via Revolut. In case of payment via Revolut, the Total Price is due within 3 working days.

d) In cash upon personal collection. In the case of payment in cash upon personal collection, the Total Price is due upon receipt of the goods.

e) Cash on delivery is NOT possible!

4.4. An Invoice will be sent with the goods.

4.5. Ownership of the Goods is transferred to you only after you pay the Total Price and take delivery of the Goods. In case of a payment by bank transfer, the Total Price is paid by crediting to Our account, in other cases, it is paid at the time of making the payment.

5. DELIVERY OF GOODS, PASSING OF RISK

5.1. The goods will be delivered to you by the method of your choice, and you can choose from the following options:

a) Personal collection at Our company in Náměšť na Hané.

b) Delivery via transport companies Česká pošta or Zásilkovna.

5.2. The goods can be delivered in the Czech Republic, the EU and outside of the EU; also in North and South America, Asia, and Australia. If you want to track your shipment, you must ask us for a tracking number.

5.3. The delivery time of the Goods always depends on its availability and on the chosen method of delivery and payment. Time shown in the E-shop is only indicative and may differ from the actual delivery time. In the case of personal collection at the company, We will always inform you via email or by phone about the possibility of picking up the Goods.

5.4. After accepting delivery of the Goods from the carrier, it is your duty to check the package integrity and if any defects appear, notify the carrier and Us of this fact immediately. In the event that there is a fault on the packaging, which indicates unauthorized handling and entry into the shipment, it is not your obligation to accept delivery from the carrier.

5.5. In the event that you breach your obligation to accept delivery of the Goods, with the exception of cases according to Article 6.4 of the Terms, it does not mean a breach of Our obligation to deliver the Goods to You. At the same time, the fact that you do not accept delivery of the Goods is not a withdrawal from the Contract between Us and You. But in such a case, We have the right to withdraw from the Contract due to Your breach of the Contract. If we choose to exercise this right, the withdrawal is effective on the day We deliver this withdrawal to you. Withdrawal from the Contract does not affect the right to reimbursement of the price for transport, or to the right to compensation for damage, if it has arisen.

5.6. If, for reasons caused by you, the Goods are delivered repeatedly or in a different way than they have been agreed in the Contract, it is your duty to compensate Us for the costs of this repeated delivery. We will send you the payment details for paying these costs to your e-mail address provided in the Contract and are due within 14 days after the delivery of the e-mail.

5.7. The risk of damage to the Goods passes to you at the moment you accept the delivery. In the event that you do not accept the Goods, with the exception of cases according to Article 6.4 of the Terms, the risk of damage to the Goods passes to you at the moment when you have had the opportunity to accept the delivery, but for

reasons on your side the acceptance of Goods has not taken place. The transition of the damage risk to the Goods means for you that from this moment on, you bear all the consequences associated with loss, destruction, damage or any deterioration of the Goods.

5.8. In the event that the Goods were not listed as in stock in the E-shop and an approximate time of availability was indicated, We will always inform you in case of:

- a) extraordinary interruption of the production of Goods, whereby We will always inform you of the new expected availability time or information that it will not be possible to deliver the Goods;
- b) delay in the delivery of Goods from Our supplier, while we will always inform you of the new expected delivery time.

5.9. In the event that we are unable to deliver the Goods to you even within 30 days from the expiration of the Goods delivery period stated in the Order confirmation, You and We are entitled to withdraw from the Contract for any reason.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

6.1. We guarantee that at the time of the transition of the damage risk to the Goods according to Article 6.7 of the Terms, the Goods are free of defects, in particular that:

- a) it has the characteristics that have been agreed with you, and if they have not been expressly agreed, then those characteristics are in accordance with the stated description of the Goods, or it has characteristics which can be expected with regard to the nature of the Goods;
- b) it is suitable for the purposes We have indicated, or for the purposes which are customary for Goods of this type;
- c) corresponds to the quality or design of the agreed sample, if there was a quality or design determined by the sample;
- d) is in adequate quantity and weight;
- e) meets the requirements imposed by legal regulations;
- f) is not encumbered by the rights of third parties.

6.2. Rights and obligations regarding rights from defective performance are abided by the relevant generally binding laws regulations (especially the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

6.3. In the event that the Goods have a defect, i.e., in particular if any of the conditions according to Article 7.1 are not met, you can notify Us of such a defect and exercise your rights from defective performance (i.e., complain about the Goods) by sending an e-mail or a letter to Our addresses listed in Our identification data. For a complaint, you can use also a form provided by Us, which constitutes Appendix No. 1 of the Terms. If you exercise the right from defective performance, You must choose how you want to resolve the defect. However, you cannot make this choice subsequently without Our consent to change, with the exception of cases according to Article 7.4. We will handle the complaint in accordance with your applied right from defective performance. In the event that you do not choose to resolve the defect, you have the rights listed in Art. 7.5, even in situations in which defective performance is a substantial breach of the Contract.

6.4. If defective performance is a material breach of the Contract, you have the following rights:

- a) to remove the defect by delivering new Goods without defects, or by delivering a missing part of the Goods;
- b) to remove the defect by repairing the Goods;
- c) for a reasonable discount from the Price;

d) to withdraw from the Contract.

In the event that you choose a solution according to points a) or b) and We do not remove the defect in this way within a reasonable period of time which We have stated, or We will inform you that We will not remove the defect in this way at all, you have the rights according to points c) and d), even if you did not originally request them as part of the complaint. At the same time, if you choose to remove defects by repairing the Goods and We discover that the defect is irreparable, We will notify you and you can choose another method of removing the defect.

6.5. If defective performance is a non-material breach of the Contract, you have the following rights:

- a) to remove the defect by delivering new Goods without defects, or by delivering a missing part of the Goods;
- b) to remove the defect by repairing the Goods;
- c) for a reasonable discount from the Price.

However, if we do not remove the defect in time or if we refuse to remove the defect, you have a right to withdraw from the Contract. You can also withdraw if you cannot use the Goods properly due to repeated occurrence of defects after repair of the Goods or in the event of a large number of defects of the Goods.

6.6. In the event of material or non-material breach, you cannot withdraw from the Contract, nor can you demand a delivery of a new item if you cannot return the Goods in the condition in which you have received them. This is not the case in the following cases:

- a) if a change has been made in the condition of the Goods as a result of an inspection for the purposes of detecting a defect;
- b) if the Goods had been used before the defect was discovered;
- c) if the impossibility of returning the Goods in an unchanged condition has not been caused by your actions or your negligence;
- d) if the Goods were sold, consumed or modified on your part before the discovery of a defect during usual use; however, if this happened only in part, you are obliged to return the part of the Goods that can be returned. In that case, the Price corresponding to your benefit from the use of the Goods will not be returned to you.

6.7. Within 3 days of receiving the complaint, We will confirm to your e-mail address that we have received the complaint, when we have received it and the estimated duration of the claim settlement. We will handle the complaint without unnecessary postponement, but no later than within 30 days of its receipt. The deadline can be extended after Our mutual agreement. If the deadline expires, you can withdraw from the Contract.

6.8. We will inform you about the settlement of the claim by e-mail. If the claim is justified, reimbursement of purposefully incurred costs belongs to you. You are required to prove these costs, e.g. with receipts or confirmations of the price of transport. In the event that the defect has been removed by the delivery of new Goods, it is your obligation to return the original Goods to Us, but We shall cover the costs of this return.

6.9. If you are an entrepreneur, it is your duty to report and complain about the defect without undue delay, but no later than three days after accepting delivery of the Goods.

6.10. If you are a consumer, you have the right to exercise rights from defective performance by a defect that occurs in consumer goods within a period of 24 months from the receipt of the Goods.

6.11. The provisions regarding the right from defects do not apply in case of:

- a) Goods that are sold at a lower price, due to a defect for which the lower price has been agreed upon;
- b) wear and tear of the Goods caused by their usual use;

c) used Goods for a defect corresponding to the degree of use or wear and tear the Goods had when you have accepted delivery;

d) when it follows from the nature of the Goods.

7. WITHDRAWAL FROM THE CONTRACT

7.1. To withdraw from the Contract, i.e., to terminate the contractual relationship between Us and You from its inception, may happen due to the reasons and methods specified in this article, or in other provisions of the Terms, where the possibility of withdrawal is expressly stated.

7.2. If you are a consumer, i.e., a person buying Goods beyond the scope of your business activity, you have in accordance with § 1829 of the Civil Code the right to withdraw from the Contract without giving a reason, within 14 days from the date of the delivery of the Goods. In the event that we have concluded a Contract which comprises several types of Goods or the delivery of several parts of the Goods, this period begins to run only on the day of delivery of the last part. Also, in the event that we have concluded a Contract based on which we will deliver the Goods to you regularly and repeatedly, this period begins to run on the day of delivery of the first delivery. You can withdraw from the Contract in any demonstrable way (in particular by sending an e-mail or letter to Our addresses listed in Our identification data). For withdrawal, you can also use the form provided by Us, which forms Annex No. 2 of the Terms.

7.3. Even as a consumer, however, you cannot withdraw from the Contract in cases where the subject of the Contract is:

a) Goods whose price depends on fluctuations in the financial market independently of Our will and may occur during the withdrawal period from the Contract;

b) Goods that have been modified according to your wishes or for you;

c) Goods that are subject to rapid deterioration and Goods that have been irretrievably mixed with another after delivery;

7.4. The deadline for withdrawal according to Article 8.2 of the Terms is considered to have been observed if, in the course of it, you send a notice that you withdraw from the Contract.

7.5. In case of withdrawal from the Contract, the Price will be returned to you within 14 days from the effective date of withdrawal to the account from which it was credited, or to the account chosen in the withdrawal from the Contract. However, the amount will not be returned no sooner than you return the Goods to Us. Please return the goods to us clean, and if possible, including the original packaging.

7.6. In the event of withdrawal from the Contract according to Article 8.2 of the Terms, you are obliged to send Us the Goods within 14 days from the withdrawal and bear the costs associated with returning the goods to Us. On the contrary, you have the right to get a refund of the price for the transport, but only up to the amount corresponding to the cheapest offered method of delivery that we offered for the delivery of the Goods. In the event of withdrawal due to Our breaching of the concluded Contract, We also cover the costs associated with returning the goods to Us, but again only up to the amount corresponding to the cheapest offered method of delivery that We have offered for the delivery of the Goods.

7.7. You are liable to Us for damages in cases where the Goods are damaged as a result of your handling them differently than is necessary with regard to its nature and properties. In this case, We will charge this damage after the Goods have been returned to Us. The charged amount is due within 14 days. In the event that we have not yet returned the Price to you, We are entitled to offset the cost claim against your claim for refund of the Price.

7.8. We are entitled to withdraw from the Contract at any time before We supply you with the Goods, if any objective reasons why it is not possible to deliver the Goods exist (especially reasons on the part of third parties or reasons consisting in the nature of the Goods), even before the expiration of the period specified in Article 6.9. of the Terms. We can also withdraw from the Contract if it is obvious that you have intentionally provided

incorrect information in the Order. In the event that you purchase goods as part of your business activity, i.e., as an entrepreneur, We are entitled to withdraw from the Contract at any time, even without giving a reason.

8. CONSUMER DISPUTE RESOLUTION

8.1. In relation to the buyer, We are not bound by any codes of conduct in the sense of § 1826 paragraph 1 letter e) Civil Code.

8.2. We handle consumer complaints through an electronic address objednavky@armyproduct.cz. We will send information about handling the complaint to the buyer's email address.

9. FINAL PROVISIONS

9.1. If Our and Your legal relationship contains an international element (for example, We will ship Goods outside of the Czech Republic), the relationship will always be abided by the law of the Czech Republic. However, if you are a consumer, this agreement does not affect your rights arising from legal regulations.

9.2. We will deliver all written correspondence with you by electronic mail. Our email address is listed in Our identification data. We will deliver correspondence to your email address provided in the Contract, in the User Account or through which you have contacted us.

9.3. The contract can only be changed based on Our written agreement. However, We are entitled to change and supplement these Terms. Nevertheless, this change will not affect already concluded Contracts, but only Contracts that will be concluded after the effective date of this change.

9.4. In case of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, outages of subcontractors, etc.), We are not responsible for damage caused as a result of or in connection with cases of force majeure. If the state of force majeure lasts for more than 10 days, We and You have the right to withdraw from the Contract.

9.5. The Annex of the Terms contains a form for a complaint and a form for withdrawing from the Contract.

9.6. The Contract, including the Terms, is archived in electronic form by Us, but is not accessible to you. However, you will always receive these Terms and the Order confirmation by e-mail with a summary of the Order. You will therefore always have access to the Contract even without Our cooperation. We recommend always saving the confirmation the Order and the Terms.

9.7. These Terms and Conditions take effect on September 1, 2022.

ANNEX N. 1 – COMPLAINT FORM

Addressee:

armyproduct.cz

Milan Brunclík

Biskupství 156

78344 Náměšť na Hané

Enforcement of claims

Contract conclusion date:	
First name and surname:	
Address:	
Email address:	
Goods under complaint:	
Description of the Goods' defect:	
Suggested method of dealing with the complaint, possibly indicating the bank account number for granting the discount:	

At the same time, I request the issuance of a confirmation of the complaint application, indicating when I have exercised this right, what the content of the complaint is together with my claim, including the date and method of settlement of the complaint.

Date:

Signature:

ANNEX N. 2 – CONTRACT WITHDRAWAL FORM

Addressee:

armyproduct.cz

Milan Brunclík

Biskupství 156

78344 Náměšť na Hané

I hereby declare that I withdraw from the Contract.

Contract conclusion date:	
First name and surname:	
Address:	
Email address:	
Goods' specification covered by the contract concerns:	
Method for returning received funds, or specifying the bank account number:	

If the buyer is a consumer, he has the right if he has ordered the goods through the company's e-shop Armyproduct.cz ("**Company**") or through other means of remote communication, except for the cases specified in § 1837 Act. No. 89/2012 Coll., Civil Code, as amended, to withdraw from an already concluded purchase contract within 14 days from the day of receiving the goods, without giving a reason and without any penalty. This withdrawal will be notified to the Company by the buyer in a written form to the address of the Company or electronically to the e-mail indicated on the forms.

If the buyer, who is a consumer, withdraws from the purchase contract, the buyer will send or hand over the Goods which the buyer received to the Company without unnecessary postponement, no later than 14 days after withdrawing from the purchase contract.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company will refund all funds (the purchase price of the delivered Goods) including the costs of delivery, which have been accepted on the basis of the purchase contract in the same way. This will be done without undue delay, no later than 14 days after withdrawing from the purchase contract. If the buyer has chosen a different method of delivery than the cheapest method of delivery offered by the Company, the Company will return the delivery costs of the Goods to the buyer only up to the amount corresponding to the cheapest offered method of delivery that we offered for the delivery of the Goods. The company is not obliged to return the received funds to the buyer no sooner than the buyer hands over the goods, or proves that the Goods have been sent to the Company.

Date:

Signature: