

GENERAL TERMS AND CONDITIONS  
of VIZULINE s.r.o. trade company

Company information: VIZULINE s.r.o.  
Poděbradská 61a/261  
CZ-198 00 Praha  
ID: 60202475  
TAX ID: CZ60202475  
tel.: +420 604 217 036  
e-mail: info@vizuline.com  
executives: David Kovarik, Tobias Boué

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, insert no. 25334.

Basic information regarding delivery and payment conditions (the details are included in the GTC below):

**The offer is intended only for trade companies. All prices are listed without VAT.**

Minimum order value: CZK 500  
Packing and postage: CZK 89 for CZ (information about the merchandise transport costs to other countries are part of the ordering process)  
Delivery time: 2 - 3 working days within the CR for the merchandise on stock  
Payment conditions: - cash on delivery of the merchandise  
- an invoice due in 7 days (subject to a positive credit check)

## FOCUS

The main scope of activity of the VIZULINE s.r.o. company is the sale of merchandise for visual management, besides other ways by an on-line store established at the [www.vizuline.com](http://www.vizuline.com) internet address and the related consultancy. Our customers are mainly companies active in industrial manufacturing. **The offer is intended only for trade companies; all prices are therefore listed without VAT.**

## 1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter just the "GTC") become valid and effective on 1<sup>st</sup> October 2016 and they form an integral part of a purchase contract.
- 1.2. VIZULINE s.r.o. reserves the right to change and amend these GTC at its discretion. It will always present their valid and effective version on its website.
- 1.3. If the business relationship established by a purchase contract contains any international element, the Parties agree that the relationship shall be governed by Czech Law.
- 1.4. Invalidity or ineffectiveness of any provision is without prejudice to other provisions thereof.
- 1.5. In case of any difference between the two language versions (i.e. Czech and English) of this document, the Czech version is legally binding.

## 2. USER ACCOUNT

- 2.1. Based on the registration made by the Buyer on the Seller's website, the Buyer can access his/her user interface (hereinafter just the "user account") and perform ordering of the merchandise there.
- 2.2. The data provided by the Buyer on the user account and while ordering the merchandise are considered by the Seller to be correct.
- 2.3. The Seller is entitled to cancel the user account.

### **3. CONCLUDING A PURCHASE CONTRACT WHEN SHOPPING IN THE ON-LINE STORE**

3.1. To order merchandise, the Buyer shall fill out the order form placed on his/her user account. The form contains in particular information regarding:

- the merchandise being ordered, including its price,
- method of the payment for the purchase price and
- information regarding the costs associated with the payment and delivery of the merchandise (hereinafter together just the "Order").

3.2. The minimum value of any order is CZK 500.

3.3. The data provided in the Order are considered by the Seller to be correct. The Seller shall confirm to the Buyer receiving of the Order within 24 hours after receiving the Order; the confirmation shall be sent by an e-mail sent to the address of the Buyer, listed in the user interface or in the Order.

3.4. The contractual relationship between the Seller and the Buyer commences by sending the Order acceptance, which the Seller sends to the e-mail address of the Buyer.

### **4. PRICE OF THE MERCHANDISE AND PAYMENT CONDITIONS**

4.1. The price of the merchandise and the costs associated with the payment and delivery of the merchandise according to the Order may be paid by the Buyer to the Seller by the following means:

- by cash on delivery of the merchandise
- by an invoice, according to the instructions included therein; the invoice is due in 7 days (issuing the invoice is subject to a positive credit check)

### **5. TRANSPORT AND DELIVERY OF THE MERCHANDISE**

5.1. The Seller shall send the merchandise to the Buyer within two (2) working days in case of items marked as "available immediately". The merchandise availability / delivery time is announced to the Buyer during his purchase in the on-line store, but this information is informative only, this information is not legally binding.

5.2. The Buyer is obliged to accept the merchandise and to pay for it. The Buyer confirms accepting the merchandise by his signature on the accompanying documentation of the carrier. The merchandise delivery address is the postal address listed in the Order by the Buyer.

5.3. Upon accepting the merchandise from the carrier, the Buyer is obliged to check the packaging for any damage. The Seller is not responsible for any damage of the merchandise, if the Buyer accepts apparently damaged parcel.

### **6. WITHDRAWAL FROM THE PURCHASE CONTRACT DURING THE PURCHASE MADE THROUGH THE ON-LINE SHOP**

6.1. The Buyer is entitled to withdraw from the purchase contract within fourteen (14) days from receiving the merchandise; this time period commences on the day of accepting the delivery of the last part of the merchandise. The withdrawal from the purchase contract must be sent to the Seller within the time period specified in the previous sentence and the Buyer may send it to the postal address of the Seller's office or to the electronic address of the Seller - info@vizuline.com.

6.2. In case of the withdrawal from the purchase contract, the merchandise must be returned to the Seller within fourteen (14) days from the day of the withdrawal, If the Buyer withdraws from the purchase contract, the Buyer bears the costs associated with the return of the merchandise to the Seller, even in the case when due to its nature, the merchandise cannot be returned by a common postal service.

6.3. In case of the withdrawal from the purchase contract, the Seller shall return the funds accepted from the Buyer within fourteen (14) days from the withdrawal of the Buyer from the purchase contract, in the form of a wire transfer to the account designated by the Buyer. The Seller is not obliged to return the funds to the Buyer until the Buyer returns the merchandise back to the Seller, or proves sending the merchandise to the Seller. Along with the purchase price, the Seller shall return to the Buyer also the cost of the transportation of the ordered merchandise. No eventual costs associated with the payment for the order shall be returned (COD fee, the Buyer's own costs associated with the payment during the merchandise ordering or with the acceptance of the payment for the returned merchandise).

### **7. WITHDRAWAL FROM THE PURCHASE CONTRACT DURING THE PURCHASE MADE BY OTHER MEANS THAN THROUGH THE ON-LINE SHOP**

7.1. A withdrawal from the purchase contract during the purchase made by other means than through the on-line shop shall be governed by the relevant provisions of the Act No. 89/2012 Coll. as amended, of the Civil Code.

## **8. RIGHTS FROM DEFECTIVE PERFORMANCE (COMPLAINTS)**

- 8.1. The Seller may file a complaint with the Seller for a free removal of a defect or a relevant discount from the purchase price at the latest within two years from the day of receiving the merchandise.
- 8.2. If the defect is manifested within six months after the day of receiving the merchandise, it is assumed that the merchandise was defective at the time of its receiving, except for the situations when the Seller proves that the Buyer had been aware of the defect prior accepting the merchandise, or if the Buyer has caused it.
- 8.3. The rights from the defective performance shall be claimed by the Buyer at the Seller, at the address of his office. The moment when the Seller receives the claimed merchandise from the Buyer is considered to be the moment when the claim is made.
- 8.4. The Seller shall process the claim without any delay, but at the latest within 30 days from the day the claim is made, unless longer period is specifically agreed by the Seller and the Buyer.

## **9. OTHER RIGHTS AND DUTIES OF THE CONTRACTING PARTIES**

- 9.1. The Buyer shall acquire ownership to the merchandise upon making a payment of the full purchase price of the merchandise.
- 9.2. When using the web interface of the on-line store, the Buyer is not entitled to use any mechanisms, software or other actions that could adversely affect the operation of the web interface of the on-line store. The web interface of the on-line store can be used only to the extent which is not at the expense of the rights of other customers and the Seller and which corresponds with the purpose of the store.
- 9.3. The Seller has the right to cancel the Order or its part, if he is unable to provide the ordered merchandise or its part in the quantity and quality according to the Buyer's Order. The Seller also has the right to cancel the Order or its part, if the Buyer does not collect the parcel delivered to the address chosen by the Buyer.
- 9.4. The Seller reserves the right to change the prices of the merchandise (in Czech crowns and also in other currencies) stated on his website, especially in the case of changes of exchange rates.

## **10. PERSONAL DATA PROTECTION**

- 10.1. The Buyer agrees with processing of their personal data: name, address of business / residence or other place of delivery of the merchandise, identification number, tax identification number, e-mail address and phone number (hereinafter together just the "Personal Data").
- 10.2. The Personal Data shall be processed for an indefinite period of time.
- 10.3. The Buyer confirms that the Personal Data are accurate and that he was advised that such provision of Personal Data is voluntarily.

## **11. DELIVERIES**

- 11.1. Unless otherwise agreed, all correspondence related to the purchase agreement must be delivered to the other Party in writing, by electronic mail, in person, or by a postal service (selected by the Sender). The Buyer's delivery address is the email address specified in his user account or in the Order.
- 11.2. A message is delivered:
- in case of delivery by e-mail: upon its receipt by the incoming mail server; the integrity of the messages sent by electronic mail may be secured by a certificate;
  - in case of delivery in person or by postal services: upon takeover of the shipment by the addressee;
  - in case of delivery in person or by postal services: also by refusing to accept the shipment, if the addressee (or the person authorized to accept the shipment on his behalf) refuses to accept the shipment;
  - in case of delivery by a postal service provider: by the expiry of the period of ten (10) days from the day the shipment is deposited with the postal service provider and the addressee is prompted to accept the shipment, if the shipment is deposited with the postal service provider, even if the addressee has not learned about the shipment being deposited.