

## TERMS AND CONDITIONS

business companies

Elite Care s.r.o.

with registered office: Bořivojova 878/35, Žižkov, 130 00 Praha 3

identification number: 054 83 581

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 264217

for the sale of goods through an online store located at elitecare.cz

### 1. INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter referred to as the "Business Terms") of Elite Care sro, with its registered office at Bořivojova 878/35, identification number: 054 83 581, registered in the Commercial Register maintained by the Prague Municipal Court, Section C, File 264217 (hereinafter referred to as " (hereinafter referred to as the "Civil Code") governs, in accordance with the provisions of Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") the mutual rights and obligations of the parties arising out of or in connection with the purchase (hereinafter referred to as the "Purchase Agreement") concluded between the seller and another natural or legal person (the "Buyer") through the seller's Internet shop. The e-shop is operated by the seller on a web site located at elitecare.cz (hereinafter referred to as "website") through the web interface (hereinafter referred to as the "web interface of the store").

1.2. Articles 5.1, 5.2, 5.3, 5.4, 5.5, 7.1, 7.2, 7.3, 7.4, 7.5, 7.6, 8.2. and 8.3. of these Business Terms and Conditions do not apply to cases where a buyer who intends to buy the goods from the seller acts when ordering goods in the course of their business (not a consumer).

1.3. Business terms and conditions are an integral part of the sales contract. The Purchase Agreement and the Business Terms and Conditions are prepared in Czech, German or English, always at the buyer's choice. The purchase contract can be concluded in the Czech language. These terms are permanently available on the website and the buyer must agree with them to make an order.

1.4. The seller may change or add the wording of the business terms. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

### 2. CLOSING OF THE BUILDING AGREEMENT

2.1. All presentations of the goods placed in the web interface of the store are informative and the seller is not obliged to conclude a purchase contract for these goods. Section 1732 (2) of the Civil Code does not apply. The information on the goods on the website is not a binding offer within the meaning of Section 1732 (1) of the Civil Code and is only of an informative nature. The photos on the store pages are for illustrative purposes only. Section 1732 (2) of the Civil Code does not apply.

2.2. Information on the prices of the goods is binding. Goods prices are listed including VAT and any related fees, except for any costs of delivering the goods or any payment for the goods. Prices for these items are listed in the eshop. Prices remain valid for the time they are displayed in the web interface of the store

2.3. The web interface of the store contains information about the goods, including the indication of the prices of the individual goods and the costs of returning the goods if these goods can not be returned by their normal postal route. Goods prices are quoted including value added tax and all related fees. Product prices 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 for individually negotiated terms.

2.4. The store's web interface also includes information on the cost of packaging and delivering goods. Information on the costs associated with the packaging and delivery of the goods listed in the web interface of the trade is valid only in cases when the goods are delivered within the territory of the Czech Republic.

2.5. To order the goods, the buyer completes the order form in the web interface of the store. The order form contains, in particular, information about:

2.5.1. ordered goods

2.5.2. the method of payment of the purchase price of the goods, details of the required delivery method of ordered goods and

2.5.3. information on the costs associated with the supply of goods (collectively referred to as "the order").

2.6. Before sending the order to the seller, the buyer is allowed to check and modify the data that the buyer has placed in the order, also with regard to the buyer's ability to identify and correct the errors that occurred when entering the data into the order. The order will be sent by the buyer to the seller by clicking the "Finish order" button. The data listed in the order they are deemed correct by the seller. On receipt of the order, the seller will acknowledge receipt of the receipt to the buyer by e-mail, to the e-mail address of the buyer specified in the order (hereinafter referred to as the "buyer's electronic address"). The conclusion of the purchase contract between the seller and the buyer is a confirmation of the seller's order sent to the buyer's e-mail address given in the order. The purchase contract is concluded in the Czech language; the seller will be deposited for the relevant legal period.

If the buyer finds any discrepancy in this confirmation, he or she has the obligation to contact the seller immediately by e-mail or by telephone. The contractual relationship between the seller and the buyer arises either by: a) delivery of receipt of the order (acceptance) sent to the buyer by the seller, to the buyer's email address, which the buyer provided to the seller in the order; or b) business. Confirmation of the content of a sales contract concluded in a non-written form, which shows deviations from the actually negotiated content of the contract, has no legal effect. Confirming unsolicited performance by the buyer does not mean accepting a bid.

2.7. The seller is always entitled to ask the buyer for additional confirmation of the order (for example, in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated transport costs).

2.8. The contractual relationship between the seller and the buyer arises from the delivery of the order (acceptance), which is sent to the buyer by e-mail to the buyer's e-mail address.

2.9. The buyer agrees to use remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using remote means of communication

in connection with the conclusion of a purchase contract (costs of Internet connection, telephone call costs) are borne by the buyer himself, which does not differ from the basic rate.

2.10. The Buyer notes that the seller is not obliged to enter into a sales contract, especially with persons who have previously substantially violated their obligations towards the vendor.

2.11. The buyer agrees to use remote means of communication when concluding the purchase contract

### 3. PRODUCT PRICE AND PAYMENT CONDITIONS

3.1. The buyer may pay the buyer the following goods in the following manner: a) the price of the goods and any costs associated with the delivery of the goods under the purchase contract;

- cash in cash at the place specified by the buyer in the order;
- by wire transfer to Seller's account No. 2601085416/2010, filed with Fio banka, a.s. (hereinafter referred to as the "Seller Account");
- cashless payment card;

3.2. If payment is made by transferring to the account, payment and payment terms will be sent to the buyer at the specified email address. After posting the purchase price incl. postal to the seller's account will be sent to the buyer at the e-mail address mentioned above. The buyer is required to mark the payment with a variable symbol, which is the order number. In the case of an online card payment option, a receipt will be sent to the buyer at the specified address. In the case of a cash payment, the tax document will be sent along with the goods.

3.3. Together with the purchase price, the buyer is also required to pay the seller the costs associated with the packaging and delivery of the goods at the agreed rate. Unless otherwise specified, the purchase price and the costs associated with the delivery of the goods are further understood.

3.4. The seller does not ask the buyer for a deposit or other similar payment. This is without prejudice to the provisions of Article 3.7 of the Terms of Business regarding the obligation to pay the purchase price of the goods in advance.

3.5. In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 3 days of the purchase contract being concluded.

3.6. In the case of non-cash payment, the buyer is required to pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the purchaser's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

3.7. The Seller is entitled, in particular, in the event that the buyer does not receive an additional confirmation of the order (Article 2.7), request the payment of the full purchase price before the goods are dispatched to the buyer. Paragraph 2119 (1) of the Civil Code does not apply.

3.8. If it is customary in the course of trade or if it is stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice to the purchaser in respect of payments made under the purchase contract. The seller is not a taxpayer of value added tax.

Tax document - The invoice is issued by the seller to the purchaser after paying the price of the goods and sends it in electronic form to the e-mail address of the buyer.

#### 4. WITHDRAWAL FROM THE BUYER'S CONTRACT

4.1. The Buyer notes that, according to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract for the supply of goods which has been adjusted according to the buyer's or his person's wish, from the purchase contract for the delivery of goods subject to rapid perishable goods, which after the delivery was irreversibly mixed with other goods, from the purchase contract for the supply of goods in sealed packaging, which the consumer exempted from the packaging and can not be returned for hygienic reasons.

4.2. If the case is not referred to in Article 4.1 of the Commercial Terms and Conditions or in another case when the contract of sale can not be withdrawn, the Buyer shall withdraw the right to withdraw from the Purchase Contract in accordance with Section 1829 (1) of the Civil Code, up to (14) days after receipt of the goods.

The withdrawal from the sales contract must be sent to the seller within the time limit specified in the previous sentence. In order to withdraw from the purchase contract, the buyer may use the model form provided by the seller, which forms an annex to the business terms and conditions. Withdrawal from the sales contract may be made by the buyer, inter alia, to the seller's address or to the seller's e-mail address [sera.jana1@gmail.com](mailto:sera.jana1@gmail.com).

4.3. The seller has the right to withdraw from the contract (to cancel any or all of the confirmed order) in the following cases:

4.3.1. the production or wholesale price of the ordered goods has changed significantly,

4.3.2. unforeseen events (force majeure, war, riots, labor struggles, administrative measures, energy or raw materials or operating failures);

4.3.3. insolvency or poor payment morale of the buyer,

4.3.4. the buyer did not remove all goods for the agreed date or failed to meet his payment obligations with the seller.

4.4. In the case of withdrawal from the purchase contract according to Art. 5.2 of the Business Terms, the purchase contract is canceled from the beginning. Goods must be returned to the seller by the seller within fourteen (14) days of receipt of the withdrawal from the sales contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of the goods to the seller, even if the goods can not be returned by their normal postal route.

4.5. In the event of withdrawal from the Purchase Agreement under Article 4.2 of the Business Terms and Conditions, the Seller shall return the funds received from the Purchaser within 14 (fourteen) days of withdrawal from the Purchase Contract in the same manner as the Seller has accepted from the Purchaser. The seller is also entitled to return the performance provided by the buyer upon returning the goods to the buyer or otherwise, provided that the purchaser agrees to do so without incurring additional costs to the buyer. 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 shows that the goods have been dispatched to the seller.

4.6. Buyer acknowledges that if the goods returned by the buyer are damaged, worn or partially consumed, the seller is entitled to the buyer's claim for damages to the buyer. The

seller is entitled to indemnify one party against the buyer's claim for repayment of the purchase price.

4.7. Upon receipt of the goods by the buyer, the seller is entitled to withdraw from the purchase contract at any time. In such a case, the seller shall return the purchase price to the buyer without undue delay, by credit card to the buyer's account.

4.8. The Seller is entitled to indemnify unilaterally the Buyer's claim for a refund of the purchase price.

4.9. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of Section 1829 (1) of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time until the buyer takes over the goods. In such a case, the seller shall return the purchase price to the buyer without undue delay, by credit card to the buyer's account.

4.10. If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is concluded with the condition that if the buyer withdraws from the purchase contract, the gift agreement is lost and the buyer is obliged to return the goods together with the seller provided gift.

## 5. TRANSPORTATION AND SUPPLY OF GOODS

5.1. If the mode of transport is agreed upon by a buyer's special request, the buyer bears the risk and any additional costs associated with this mode of transport.

5.2. If the seller is obliged to deliver the goods in the place specified by the buyer in the order, according to the purchase contract, the buyer is obliged to take over the goods upon delivery.

5.3. If, for reasons of buyer's need, it is necessary to deliver the goods repeatedly or in a manner other than that stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, respectively. costs associated with another delivery method.

5.4. Upon receipt of the goods from the transporter, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier without undue delay. In the event of a violation of the packaging indicating unauthorized entry into the consignment, Buyer is not required to take delivery of the consignment from the carrier.

5.5. Other parties' rights and obligations in the carriage of goods may alter the seller's special delivery terms when the seller is issued.

## 6. RIGHTS OF NON-FULL FUNCTION

6.1. The rights and obligations of the parties regarding defective performance are governed by applicable 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 Consumer Protection Act 634/1992 Coll. as amended).

6.2. The seller is responsible to the buyer for the goods to be free from defects. In particular, the seller replies to the buyer that at the time the buyer took over the goods:

6.2.1. the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described

or which the buyer expects with regard to the nature of the goods and the advertising they make,

6.2.2. the goods are fit for the purpose which the seller indicates or to which goods of this type are normally used,

6.2.3. the goods correspond to the quality or performance of the agreed sample or original if the quality or design has been determined on the basis of the agreed sample or original,

6.2.4. the goods are in the appropriate quantity, degree or weight and

6.2.5. goods comply with legal requirements.

6.3. The provisions of Article 6.2 of the Business Terms and Conditions do not apply to goods sold at a lower price for a defect for which a lower price has been agreed for the wear and tear of the goods due to its normal use, buyer, or if it results from the nature of the goods.

6.4. The seller of the goods sold shall indicate the shortest durability or, where appropriate, the length of time the item may be used.

6.5. Rights to defective performance are claimed by the buyer at the seller's address at his place of business or place of business.

6.6. If the incomplete order is delivered to the buyer, the buyer is obliged to immediately inform the seller. Failing to do so, there is a risk that later claims will not be recognized. You can apply for incomplete shipments by e-mail at [jana.sera1@gmail.com](mailto:jana.sera1@gmail.com).

6.7. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's claim rules.

## 7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

7.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

7.2. The seller is not bound by any codes of conduct in relation to the buyer in the sense of § 1826 (1) e) the Civil Code.

7.3. Consumer complaints are handled by the seller through the electronic address: [jana.sera1@gmail.com](mailto:jana.sera1@gmail.com). Buyer information will be sent to the buyer's electronic address.

7.4. The Czech Commercial Inspection, with the registered office at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for out-of-court settlement of consumer disputes. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the sales contract.

7.5. European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Praha 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 (EC) No 2006/2004 and Directive 2009/22 / EC (Consumer Dispute Resolution on - line).

7.6. The seller is authorized to sell the goods on the basis of a trade license. The trade license 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 exercises, among other things, the supervision of the observance of Act No. 634/1992 Coll., On Consumer Protection, as amended.

7.7. The buyer hereby takes on the risk of changing circumstances in accordance with Section 1765 (2) of the Civil Code.

7.8. The buyer undertakes to acquaint himself with the contents of the package leaflet before use. It is the Buyer's duty to observe the recommended daily dosage of the goods, and in case of non-compliance the Seller is not responsible for any damages incurred by the Buyer.

## 8. PROTECTION OF PERSONAL DATA

8.1. The protection of the buyer's personal data, which is a natural or legal person, is provided by Act No. 101/2000 Coll., On the Protection of Personal Data, as amended.

8.2. The buyer agrees to process these personal data: name and surname, address, identification number, tax identification number, e-mail address, telephone number. (collectively referred to as "personal data").

8.3. The Buyer agrees to the processing of personal data by the Seller for the purpose of realizing the rights and obligations of the Purchase Agreement. If the buyer does not choose another option, he agrees with the processing of personal data by the seller also for the purposes of sending information and commercial communications to the buyer. Consent to the processing of personal data in its entirety under this Article is not a condition that would in itself make it impossible to conclude a sales contract.

8.4. The Buyer acknowledges that he is obliged to state his or her personal data (when ordering from the web interface of the store) correctly and truthfully and that he is obliged to inform the seller of any change in his personal information without undue delay.

8.5. By processing the buyer's personal data, the seller may assign a third party as processor. In addition to persons transporting goods, personal data will not be passed on to third parties by the seller without the buyer's prior consent.

8.6. Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in a printed form in a non-automated manner.

8.7. The Buyer confirms that the personal data provided are accurate and that he has been advised that this is a voluntary provision of personal data.

8.8. In the event that the buyer considers that the seller or processor carries out the processing of his or her personal data contrary to the protection of the buyer's private and personal life or contrary to law, in particular if the personal data are inaccurate with regard to the purpose of their processing, may:

8.8.1. ask the seller or processor for an explanation,

8.8.2. require the seller or processor to remove the resulting condition.

8.9. If the buyer asks for information about the processing of his personal data, the seller is required to pass on this information. Seller has the right to provide information under the previous sentence to request reasonable compensation not exceeding the costs necessary to provide the information.

## 9. SENDING BUSINESS DOCUMENTS AND STORAGE COOKIES

9.1. Buyer agrees to send information related to the seller's goods, services, or business to the buyer's electronic address, and also agrees to send the sales announcements to the buyer's electronic address.

## 10. DELIVERY

10.1. The buyer may be delivered to the buyer's electronic address. Unless otherwise agreed, any correspondence relating to the Purchase Agreement shall be delivered to the other Party in writing, by e-mail, in person or by registered postal service provider (at the option of the sender). The buyer is delivered to the email address listed in his user account.

## 11. THE INSPECTION BODY

11.1. The controlling authority supervising the seller's activities is: the State Institute for Drug Control; Šrobárova 48, 100 41 Prague 10; Tel: +420 272 185 111; e-mail: [posta@sukl.cz](mailto:posta@sukl.cz); www: <http://www.sukl.cz>

## 12. FINAL PROVISIONS

12.1. If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law.

12.2. By choosing the right under Article 12.1 of the Terms and Conditions, the consumer is not deprived of the protection afforded to him by provisions of the legal order which can not be derogated from and which would otherwise apply in the absence of choice of law under Article 6 (1) of the European Parliament Council Regulation (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I).

12.3. If any provision of the Terms of Business is invalid or ineffective, or if it occurs, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.

12.4. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.5. The Attachment on Business Terms and Conditions is a sample withdrawal form from the sales contract.

12.6. Contact details of the seller: Delivery address: Bořivojova 878/35, Žižkov, 130 00 Praha 3, e-mail address [jana.sera1@gmail.com](mailto:jana.sera1@gmail.com), phone +420608558002.

Prague, 30 April 2018

Elite Care s.r.o.



## Annex no. 1

Exemplary instruction on the right of withdrawal and a template for withdrawal

a) Exemplary instruction on the right of withdrawal

1. Right to withdraw from the contract

1.1 "You have the right to withdraw from this agreement within 14 days without giving any reason."

1.2 "You have the right to withdraw from the contract without giving any reason within 14 days of the day following the day (.....)"

Insert one of the texts quoted below:

(a) "conclusion of a contract";

(b) in the case of a purchase contract: "when you or a third party (other than the carrier)

(c) in the case of the conclusion of a contract covering several types of goods or the supply of several parts: "where you or a third party (other than the carrier) designated by you takes over the last supply of goods";

(d) in the case of the conclusion of a contract for the periodical supply of goods for a specified period: "when you or a third party (other than the carrier), designated by you, takes over the first supply of goods."

1.3 "For the purpose of exercising the right to withdraw from the contract, you must inform your resignation (insert your name and surname, business name / registered office, and your telephone and fax number and e-mail address) by means of unilateral legal negotiations for example by postal mail, fax or e-mail). You may use the enclosed template for withdrawal, but it is not your responsibility. "

If you offer the consumer the option to electronically fill in and send withdrawal information on your website, please enter the following: "You can also electronically fill in and submit a withdrawal form or any other unambiguous statement on our website (insert internet address). If you use this option, we will send you a confirmation of receipt of this notice of withdrawal. "

1.4 "In order to comply with the withdrawal period, it is sufficient to send the withdrawal before the expiry of the relevant period."

2. Consequences of withdrawal

2.1 "If you withdraw from this agreement, we will return to you, without undue delay, within 14 days of the date on which you received your notice of withdrawal, all payments we received from you, including delivery costs (excluding the extra costs incurred in due to your chosen delivery method, which is different from the cheapest standard delivery method offered by us). For refunds, we use the same payment method you used to initiate the initial transaction, unless you explicitly specify otherwise. In any case, you will not incur any additional costs. "

In the event of a purchase contract that you do not offer to pick up the goods upon withdrawal, please enter the following: "We will refund the payment only upon receipt of the returned goods or if you prove that you have returned the goods, whichever comes first. "

2.2 If the consumer has received the goods under contract, enter here a text corresponding to one of the following variants:

a) Acceptance of goods

If you offer to take over the goods from the consumer: "We will pick up the goods."  
Otherwise, return the goods without undue delay, or within 14 days from the date of withdrawal, or transfer them to (enter your name and surname / business name, name, address, or name and address). surname, address of the person authorized to take over the goods). The deadline is considered to be preserved if you send us the goods back before 14 days have elapsed. "

b) Costs associated with the return of goods

If you offer to bear the costs of returning the goods: "The costs of returning the goods will be borne (enter your name and surname / business name, name, address of the registered office)."

Otherwise: "You will incur the direct costs associated with returning the goods."

If you do not offer in a distance contract that you will bear the costs of returning the goods and if these goods can not be returned by normal mail: "You will bear the direct costs associated with returning the goods in the amount (insert amount).

If the cost of returning the goods can not reasonably be calculated in advance: "You will bear the direct costs associated with the return of the goods. Maximum costs are estimated at (insert amount) CZK. "

Where, in the context of an off-premises contract, goods can not be returned by their normal postal route and were delivered to the consumer's home at the time of conclusion of the contract: "We will collect the goods at our own cost."

c) Liability for the value of the returned goods

"You are responsible only for the loss of value of the goods as a result of the handling of the goods in a manner other than that necessary to understand the nature and characteristics of the goods, including their functionality."

2.3 In the case of the conclusion of a service contract or a contract relating to the supply of water, gas or electricity, if not sold in limited quantities or in the specified quantity, or heat from district heating, insert the following: "If you have requested that the provision of services or water / gas / electricity / heat from district heating (delete as inappropriate) started during the withdrawal period, you will pay us the amount proportional to the scope of the services provided until you informed us of the withdrawal, comparison with the total range of services set out in the contract. "

(b) Model withdrawal form

(fill in this form and send it back only if you want to withdraw from the contract)

Notice of withdrawal

- The addressee (the entrepreneur will enter the name and surname / business name, registered address and fax number and e-mail address of the entrepreneur):

- I hereby declare (\*) that I hereby withdraw / withdraw (\*) from the contract to purchase these goods (\*) / to provide these services (\*)

- Date of order (\*) / date of receipt (\*)

- Name and surname of consumer / consumer
- Address of consumer / consumer
- Signature of consumer / consumer (only if this form is sent in paper form)
- Date

(\*) Delete as appropriate or complete the data.

Footnotes:

1

Directive 2011/83 / EU of the European Parliament and of the Council on consumer rights amending Council Directive 93/13 / EEC and Directive 1999/44 / EC of the European Parliament and of the Council and repealing Council Directive 85/577 / EEC and Directive of the European Parliament and of the Council 97/7 / EC.