

## **GENERAL TERMS AND CONDITION**

### **Article I – Seller’s Contact Details**

Name: Cooling systems s.r.o.

Registered office: Rybna street 716/24, 110 00 Prague 1

Company ID: 053 21 328

Commercial register: C 261870 maintained by the Metropolitan Court in Prague

Telephone: +420 725 279 990

Email: becool@frostygriddle.com

Shop: Varsavska street 38, 120 00 Prague 2

Opening hours: Any time upon prior agreement

### **Article II – Seller’s Duty to Inform**

1. The information about the goods and the price given by the seller is binding except for evident errors.
2. Prices always show whether they include VAT or not and any fees, except for the cost of goods delivery.
3. The seller accepts the following equal methods of payment:
  - (a) wire transfer to bank account 2701060267/2010The seller charges no fees according to method of payment.
4. Accepting a proposal to make contract with major deviations is not an acceptance of the proposal to make contract and constitutes no legal relations between the seller and buyer.
5. Confirmation of the content of a contract made otherwise than in writing that shows differences from the actual contract content agreed has no legal effect.
6. The pictures of goods posted on the seller’s website and the product portfolio corresponds to the goods that are for sale.

### **Article III – Delivery**

1. The seller prepares the goods for delivery by the 21st business days of receiving the first advance payment (50% of the full price) from the buyer, but the buyer is not entitled to take over the goods until making the second payment, that is, paying the full price for the goods.
2. If “in stock” is specified with the goods, the seller dispatches the goods no later than the third business day. 3. The buyer must take the goods over and pay the selling price no later than the due date.
4. Having taken the goods over, the buyer first checks the goods for evident defects, which, if any, must be notified without undue delay; no complaint about defects made at a later time will be considered.
5. If the seller fails to deliver or ship the goods within the due period of time, the seller delivers the goods to the buyer free of charge. This is without prejudice to any other right of the buyer.
6. If the buyer fails to take the goods over in the agreed time, the buyer must pay the seller a storage fee of CZK 100 for each day of delay. After the seller demonstrably notifies the buyer by email and gives the buyer additional reasonable time, the seller may sell the goods in a suitable manner. The necessary amount of the cost of storage and the cost of delivery if the

goods fail to be delivered because of lack of cooperation of the buyer may be charged by the seller to the buyer against the proceeds of the sale.

7. Transportation is always on the contractual basis and depends on the place of delivery and the quantity of the goods transported.

#### **Article IV – Cancellation Fee and Contractual Penalty**

1. The buyer may withdraw from the contract, even any time prior to goods delivery. Cancellation fees the buyer must pay for contract withdrawal depend on how early the buyer withdraws. If the buyer withdraws from the contract no later than:

(a) 21 days prior to the date of delivery, the cancellation fee is 30% of the price for the goods;

(b) 14 days prior to the date of delivery, the cancellation fee is 70% of the price for the goods;

(c) 1 week prior to the date of delivery, the cancellation fee is 90% of the price for the goods;

2. The buyer may withdraw from the contract by the 14th day of the takeover, irrespective of the method of takeover and the method of payment. Should that be the case, the buyer must pay a cancellation fee at 90% of the total selling price and a contractual fee of CZK 1,000.

3. The buyer sends his withdrawal notice to the seller or delivers it by hand. The buyer is not required to give any reason for his withdrawal. To facilitate communication, it is recommended to specify in the withdrawal notice the date of sale or the contract number or the selling certificate, the bank account and the method the goods will be returned.

4. The goods should be returned complete to the buyer, ideally in the original packaging, and the goods must show no signs of damage or wear and tear. The buyer covers the cost of returning the goods.

5. If the goods have been damaged by breach of the buyer's obligations, the seller may claim compensation with the buyer for the impairment of the value of the goods.

6. The right to withdraw from contract is not applicable to contracts for goods customised for the consumer or to the consumer's wish.

#### **Article V – Rights out of Defective Performance**

1. The goods supplied to the buyer will be made to the medium standard unless the purchase order specifies otherwise.

2. If the goods taken over show insufficiency, in particular if:

(a) they do not demonstrate the agreed or the legitimately expectable properties;

(b) they are not fit to the purpose specified in the purchase order or the product portfolio;

(c) they do not satisfy the quality standard or other arrangements;

such goods are defective goods. The liability for these defects lies with the seller.

2. If the goods are defective, the buyer may claim, within 24 months of taking the goods over, that the seller rectifies the defect free of charge or for a reasonable price deduction or supplies new, perfect goods if the defect is irreparable.

3. If repairing or replacing the goods is not possible, the buyer may withdraw from contract and demand selling price refund.

4. If the defect manifests itself during the first six months of the date the goods are taken over, the defect is considered as having existed as at that date and defective performance rights are formed.
5. The seller is not required to admit the buyer's claim if the seller proves that the defect was known to the buyer before the goods are taken over or is attributable to the buyer.
6. The seller is not liable for any defect resulting from regular wear and tear or failure to observe instructions for use.

#### **Article VI Complaint Handling**

1. The buyer must complain about a defect with the seller without undue delay of identifying the defect. If the complaint is made in writing or electronically, the buyer should specify his contact details, describe the defect and suggest how his complaint should be handled.
2. The buyer may choose the method of compensation for the defect. The buyer must communicate this method to the seller no later than he notifies the defect.
3. The buyer must provide trustworthy evidence of his purchase of the goods, ideally by presenting the invoice. The time-limit for dealing with the complaint starts running on the day the goods are handed over to the seller.
4. The complaint and, if necessary, whether expert's assessment is required must be decided by the seller without delay but no later than on the third business day. If expert's assessment is required, the seller notifies this to the buyer in this time-limit. The complaint, including defect rectification, must be dealt with by the buyer without undue delay but no later than on the 30th day of the date of complaint.
5. The seller undertakes to inform the buyer of how the complaint seller has dealt with the complaint, by email or SMS, whichever method the buyer chooses.
6. The buyer is entitled to be covered reasonable costs if his complaint is admitted.
7. If the defect is attributable to the use of the goods contrary to regular use or the instructions for use, the seller must demonstrably contact the buyer and suggest how the goods should be made good outside warranty.
8. The buyer covers the costs connected with the complaint, in particular the cost of transport of the goods to the seller and back to the buyer.

#### **Article VII – Quality Standard Warranty**

1. The seller warrants to the buyer that the goods will retain their contracted properties for 2 years of purchase; a warranty of 1 year is applicable to the compressor. If during this period a defect shows that had not existed when the buyer took the goods over and is not attributable to regular wear and tear or use contrary to the instructions for use, the buyer may exercise his warranty right.
2. Article IV of this contract governs what must be done to complain about defects shown during the warranty period .

#### **Article VIII Protection of Personal Data**

1. The buyer agrees that the seller processes and keeps the personal data provided by the buyer, in accordance with Act no. 101/2000 Sb., the Personal Data Protection Act.
2. The buyer has the right to be informed of what data pertaining the buyer the seller keeps, and may change these data or expresses his dissent to the processing of the data.

3. The seller undertakes to disclose the buyer's personal data to no third party other than the contracted carrier (for the delivery of the goods).

### **Article IX – Dispute Resolution**

1. If the buyer is the end consumer, he acknowledges that he, being the consumer, may try to resolve a consumer dispute between him and the seller that fails to be resolved amicably by filing an out-of-court resolution petition with the relevant authority for out-of-court resolution of consumer disputes; this authority is:

Czech Commerce Inspection, Central Inspectorate – ADR Department

Štěpánská 15, 120 00 Praha 2

Email: [adr@coi.cz](mailto:adr@coi.cz)

Web: [adr.coi.cz](http://adr.coi.cz)

2. The seller undertakes to prefer seeking out-of-court resolution of a dispute with the buyer unless the buyer rejects this option.