

Terms and Conditions for **Zero Golf s. r. o.**
with registered office at Korunní 2569/108, Vinohrady, 101 00 Prague 10
identification number: **06893732**
registered in the Commercial Register kept at the Municipal Court in Prague, under
file number C 290751 for the sale of goods through the on-line shop located at the internet
address **zero-golf.com**.

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of **Zero Golf s.r.o.**, (hereinafter referred to as "**seller**") regulate in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "**Purchase Contract**") concluded between the Seller and another natural person (hereinafter referred to as the "**Buyer**") through the Seller's online store. The online shop is operated by the Seller on the website located at zero-golf.com (hereinafter referred to as the "**Website**"), through the interface of the Website (hereinafter referred to as the "**Web Shop Interface**").
- 1.2. The Terms and Conditions do not apply where the person intending to purchase the goods from the seller is a legal person or a person acting in the course of ordering the goods in the course of his business or in the course of his independent exercise of his profession.
- 1.3. Provisions deviating from the terms and conditions may be agreed in the contract of sale. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

- 1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

2. USER ACCOUNT

- 2.1. Based on the Buyer's registration made on the Website, the Buyer can access his/her user interface. From his/her user interface, the Buyer can order goods (hereinafter referred to as "**user account**"). If the web interface of the Shop allows it, the Buyer can also order goods without registration directly from the web interface of the Shop.
- 2.2. When registering on the website and when ordering goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update the information provided in the User Account whenever it changes. The information provided by the Buyer in the user account and when ordering goods shall be deemed correct by the Seller.
- 2.3. Access to the user account is secured by a user name and password. The Buyer is obliged to maintain the confidentiality of the information necessary to access his user account.
- 2.4. The Buyer is not entitled to allow third parties to use the user account.
- 2.5. The Seller may cancel the user account, in particular if the Buyer does not use his/her user account for more than 12 months or if the Buyer breaches his/her obligations under the Purchase Agreement (including the Terms and Conditions).
- 2.6. The Buyer acknowledges that the User Account may not be available continuously, in particular with regard to necessary maintenance of the Seller's hardware and software equipment or necessary maintenance of third party hardware and software equipment.

3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. All presentation of the goods placed in the web interface of the shop is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. Section 1732(2) of the Civil Code shall not apply.
- 3.2. The web interface of the shop contains information about the goods, including the prices of individual goods. The prices of the goods are inclusive of value added tax and all related charges. The prices of the goods remain valid for as long as they are displayed in the web interface of the shop. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms.
- 3.3. The web interface of the shop also contains information on the costs associated with the packaging and delivery of the goods.
- 3.4. To order the goods, the Buyer shall fill in the order form in the web interface of the shop. The order form contains in particular information on:
 1. ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),
 2. the method of payment of the purchase price of the goods, details of the required method of delivery of the ordered goods and
 3. information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the "**order**").
- 3.5. Before sending the order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered into the order, including with regard to the Buyer's ability to detect and correct errors arising from the data entered into the order. The Buyer shall send the order electronically to the Seller. The data provided in the order are considered correct by the Seller. Immediately upon receipt of the order, the Seller shall confirm receipt of the order to the Buyer by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "**Buyer's e-mail address**").

- 3.6. Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional order confirmation (for example, in writing or by phone).
- 3.7. The contractual relationship between the Seller and the Buyer is established by the delivery of the order acceptance (acceptance), which is sent by the Seller to the Buyer by e-mail, to the Buyer's e-mail address.
- 3.8. The Buyer agrees to the use of remote means of communication in concluding the purchase contract. The costs incurred by the Buyer in the use of remote means of communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself and shall not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The price of the goods and any costs associated with the delivery of the goods under the purchase contract may be paid by the buyer to the seller in the following ways:
 - cashless via the GoPay payment system;
 - cashless via the PayPal payment system
- 4.2. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
- 4.3. The seller does not require a deposit or any other similar payment from the buyer. This is without prejudice to the provisions of article 4.5 of the terms and conditions regarding the obligation to pay the purchase price of the goods in advance.
- 4.4. In the case of non-cash payment, the buyer is obliged to pay the purchase price of

the goods together with the indication of the variable symbol of the payment. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.

4.5. The seller is entitled, especially in the event that the buyer fails to confirm the order, to require payment of the full purchase price before the goods are sent to the buyer. The provisions of section 2119 (1) of the civil code shall not apply.

4.6. Any discounts on the price of the goods granted by the seller to the buyer cannot be combined.

4.7. If it is customary in the course of business or if it is stipulated by generally binding legal regulations, the seller shall issue a tax document – invoice to the buyer in respect of payments made under the purchase agreement. The seller is a payer of value added tax. The seller shall issue the tax document – invoice to the buyer after payment of the price of the goods and send it in electronic form to the buyer's electronic address.

4.8. According to the sales records act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online; in case of technical failure, within 48 hours at the latest.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, a contract for the supply of goods that have been modified according to the Buyer's wishes or for the Buyer's person, a contract for the supply of perishable goods, as well as goods that are perishable, cannot be withdrawn from, among other things, from a contract for the supply of goods which have been irretrievably mixed with other goods after delivery, from a contract for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygienic reasons, and from a contract for the supply of an audio or

visual recording or a computer program if the original packaging has been damaged.

- 5.2. Unless it is a case referred to in Article 5.1 of the Terms and Conditions or another case where the purchase contract cannot be withdrawn from, the buyer has the right to withdraw from the purchase contract within fourteen days of receipt of the goods, in accordance with the provisions of Section 1829(1) of the Civil Code, whereby if the subject of the purchase contract is several types of goods or the delivery of several parts, this period shall run from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. For withdrawal from the purchase contract, the buyer may use the sample form provided by the seller, which is an annex to the terms and conditions. The Buyer may send the withdrawal from the Purchase Contract, inter alia, to the Seller's business address or to the Seller's e-mail address.
- 5.3. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The goods must be returned by the Buyer to the Seller within fourteen days of the delivery of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.
- 5.4. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen days of the Buyer's withdrawal from the Purchase Contract in the same manner as the Seller received them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer already when the Buyer returns the goods or in another way, if the Buyer agrees to this and no additional costs are incurred by 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 to him or proves that he has sent the goods to the seller.

- 5.5. The Seller shall be entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
- 5.6. 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 has taken delivery of the goods. In this case, the Seller shall refund the purchase price to the Buyer without undue delay, in cash to the account designated by the Buyer.
- 5.7. If a gift is given to the Buyer together with the goods, the gift contract between the Seller and the Buyer is concluded with the condition that if the Buyer withdraws from the purchase contract, the gift contract regarding such gift shall cease to be effective and the Buyer shall be obliged to return the gift together with the goods to the Seller.

6. TRANSPORT AND DELIVERY OF GOODS

- 6.1 In the event that the method of transport is agreed on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.
- 6.2 If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the Purchase Order, the Buyer is obliged to take delivery of the goods upon delivery.
- 6.3 In the event that for reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer shall pay the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivery.
- 6.4 Upon receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier. This is without prejudice to the buyer's rights under liability for defects in the goods and other rights of the buyer under generally binding legal regulations.
- 6.5 Further rights and obligations of the parties in the carriage of goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.

7. DEFECTIVE PERFORMANCE RIGHTS

- 7.1. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant 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 Act No. 634/1992 Coll., on Consumer Protection, as amended).

- 7.2. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller shall be liable to the Buyer that at the time the Buyer accepted the goods:
1. the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
 2. the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
 3. the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,
 4. the goods are in the appropriate quantity, measure or weight; and
 5. the goods comply with the requirements of the legislation.
- 7.3. The provisions set out in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price to a defect for which the lower price was agreed, to wear and tear caused by normal use, to a defect in second-hand goods corresponding to the level of use or wear and tear the goods had when taken over by the buyer, or if this results from the nature of the goods.
- 7.4. If the defect manifests itself within six months of receipt, the goods shall be deemed to have been defective upon receipt.
- 7.5. The rights arising from defective performance shall be exercised by the Buyer at the Seller's registered office or place of business, where the acceptance of the claim is possible with regard to the range of goods sold. The moment when the Seller receives the claimed goods from the Buyer shall be deemed to be the moment when the claim is made.
- 7.6. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Warranty Complaints Regulations.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 8.1. The Buyer acquires ownership of the Goods upon payment of the full purchase price of the Goods.
- 8.2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.
- 8.3. In the event that a consumer dispute arises between the Seller and the Consumer under a contract of sale or a contract for the provision of services which cannot be resolved by mutual agreement, the Consumer may submit a proposal for out-of-court settlement of such dispute to the designated consumer dispute resolution body, which is:

Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 15
120 00 Praha 2
email: adr@coi.cz
web: adr.coi.cz

- 8.4. The consumer can also use the online dispute resolution platform, which is set up by the European Commission at <http://ec.europa.eu/consumers/odr/>
- 8.5. The Seller is authorised to sell goods on the basis of a trade licence. Trade control is carried out by the competent trade authority within its competence. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 8.6. The Buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

9. PERSONAL DATA PROTECTION

- 9.1. The seller fulfils its information obligation towards the buyer within the meaning of article 13 of regulation 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 (general data protection regulation) (hereinafter referred to as the "**GDPR**") related to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiation of the Purchase Contract and for the purposes of the performance of the Seller's public law obligations shall be performed by the Seller through a separate document.
- 9.2. The Buyer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, to the sending of commercial communications by the Seller to the Buyer's electronic address or telephone number. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.
- 9.3. The Seller fulfils its legal obligations relating to the possible storage of cookies on the Buyer's device by means of a separate document.

10. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

- 10.1. The Buyer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, to the sending of commercial communications by the Seller to the Buyer's electronic address or telephone number. The Seller fulfils its information obligation towards

the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.

10.2. The Seller fulfils its legal obligations related to the possible storage of cookies on the Buyer's device by means of a separate document.

11.DELIVERY

11.1 The Buyer may be delivered to the e-mail address specified in his/her user account or specified by the Buyer in the order.

11. FINAL PROVISIONS

12.1. If the relationship established by the Purchase Agreement contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.

12.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the contract of sale or the terms and conditions shall be in writing.

12.3. The Purchase Contract including the Terms and Conditions shall be archived by the Seller in electronic form and shall not be accessible.

12.4. A sample form for withdrawal from the Purchase Agreement is attached to the Terms and Conditions.

12.5. Contact details of the Seller: delivery address Zero Golf, Korunní 2569/108, Vinohrady, 101 00 Prague 10, tel: +420 744 455 599, email:info@zerogolf.cz

Prague, 1st August 2022