

SPORTISIMO s.r.o.

GENERAL TERMS and CONDITIONS

Including conditions for claims regarding defective goods, refunds and/or exchanges.

SPORTISIMO s.r.o., with its offices located at: Řevnická 170/4, 155 21, Praha 5 - Třebonice, (I.D. No.: 26194627), as registered in the Commercial Register maintained by the Municipal Court in Prague, under Section C, file #78675 (hereinafter referred to as the "**Seller**") hereby makes known and publishes its Terms and Conditions (hereinafter referred to as "TC") that apply to the purchase of goods offered by the Seller through its e-shops **www.loap.eu** (hereinafter referred to as the "**Website**") and any issues resulting from claims regarding defective goods, refunds and/or exchanges.

These TC shall also apply, mutatis mutandis, to the purchase of goods from any of the Seller's retail locations should any claim arise from, correspond with or otherwise be associated with the purchase of goods from the Website; especially for the liability and/or claim against defective goods and/or services.

I. GENERAL PROVISIONS

By placing an order, and thus agreeing to purchase goods from the Website, the purchaser accepts these TC that specifically identify the mutual rights and obligations of both parties (Seller and Purchaser) regarding the sale of goods by the Seller, whether goods have been purchased from the Website and/or any of the Seller's retail locations. The relationship between the Seller and Purchaser is governed by these TC, which are binding for both parties unless otherwise expressly stated in the purchase agreement that may, in specific instances, provide otherwise. These TC define the rights and obligations of the Seller to its customers (hereinafter referred to as "Purchaser/s") and form an integral part of the content of the purchase agreement between the Seller and Purchaser, respectively. The relevant legislative provisions as found under Czech law, in particular the Civil Code (as amended), shall govern the Rights and Obligations of both parties when deemed to be outside the scope and effectiveness of the purchase agreement as covered under the TC.

II. NECESSARY INFORMATION

The Seller herein willingly provides the following information for the benefit of the Purchaser. Subsequently, the Purchaser confirms that by placing an order for goods that he/she is aware of the following:

- (i) The Seller is identified as SPORTISIMO s.r.o. with registered offices at Řevnická 1/121, 155 00 Praha 5, (I.D. Nr.: 26194627), and registered in the Commercial Register maintained by the Municipal Court in Prague, under Section C, file #78675. The Seller provides all relevant contact information including telephone number, mailing address, e-mail address along with additional contact information as listed on the Website under 'Contacts' including the Seller's bank account information.
- (ii) The identification of goods and/or services (hereinafter referred to as either "Goods", "Product/s" or "Service/s") and a description of related features and product characteristics are provided on the Website for each Product and/or additionally through a hyperlink provided to further reference a Product (a hyperlink to a partner's or manufacturer's website).
- (iii) The price of Goods and currency denomination, including all taxes and fees, is always specified on the Website for the respective selected Goods. The total final price is the all inclusive sum of all prices and fees associated with an order;
- (iv) The accepted method of payment options are specified on the Website at the time of check-out. The choice of how a payment will be tendered is up to the individual Purchaser; once a transaction has been completed, the method of payment cannot be changed without consulting with the Seller.
- (v) Available options for the delivery of Goods will always be specified on the Website; delivery options will be identified based on a Purchaser's final delivery address. The Purchaser has the option to choose from any of the available delivery methods. However, once an order is placed into shipping status, none of the delivery details may be changed without consulting with the Seller.
- (vi) A breakdown of delivery costs are provided on the Website and are calculated based on the Purchaser's shipping details and/or final delivery address. When the Purchaser selects a delivery method, he/she agrees to pay the fees associated with their choice of delivery method.
- (vii) Details of a Purchaser's rights, arising from claims being made regarding a defective product as well as his/her rights of warranty (or any other applicable conditions that applies for the purpose of exercising those rights) are specified in the TC below.
- (viii) All information gathered from a Purchaser's order, including personal data, is collected and stored securely in the Seller's database. The Seller utilizes industry standard data encryption technology to protect all confidential and personal information; the Purchaser, may at any time request information on the technology being used by the Seller for storing such information. Upon receiving such a request, the Seller will provide the Purchaser with a sufficient level of information in a manner which will not compromise the integrity of the security measures being used.
- (ix) All digital content found on the Website is stored by the Seller and is compatible for viewing with; (i) PC and Mac computer platforms. Some digital content may require the use of third party

software applications such as, Microsoft Office (Word, Excel), Adobe Acrobat Reader (.pdf files). Content is generally created using common web format (html). The Seller, in accordance with relevant legislation, informs the Buyer of the above mentioned system requirements.

(x) Costs associated with the use of the Website. No extra costs, fees, etc. for viewing the Website will be charged to the user. This does not apply to charges & fees associated with the processing of purchasing products, services and delivery fees when placing an order on this Website. Fees paid to an ISP (Internet Service Provider) for the purpose of gaining access to the internet are not governed by this document and are the sole responsibility of the user/Buyer and any agreement between the user/Buyer and their ISP.

(xi) In the event of canceling or returning an order, the Buyer is entitled to do so within a period of 30 days, without giving reason.

(xii) The Buyer is entitled to submit complaints to the Seller in any form and on any matter relating to the sale of Goods : the Seller shall examine them and do everything to solve them. The Buyer may further place a complaint to the supervisory authority, which is (a) The Czech Trade Inspection (www.coi.cz) - for consumer protection, (b) Trade Offices (www.statnisprava.cz) - supervising the compliance of trade and services, (c) The Office for Personal Data Protection (www.uoou.cz) - protection of personal data. If both parties fail to agree on an amicable settlement for their disputes, either is entitled to apply to a competent court;

(xiii) The order will be saved and stored by the Seller. The Seller will allow the Buyer access to the order upon request;

(xiv) The process leading to the termination of the contract is defined in the Czech language or in any other language found on the Website as selected by the Buyer. In cases where discrepancies arise between the languages, the Czech version shall prevail;

(xv) Conclusion of the purchase or purchasing agreement is finalised by agreeing to the Terms & Conditions check box during the checkout process;

(xvi) Any errors made during the completion of the purchasing form on the Website may be changed before confirming and placing the order;

(xvii) Codes of conduct binding the Seller or which the Seller will comply to voluntarily will be published on the Website. In the event that the Website does not contain a code of conduct, there is no code of conduct binding the Seller;

(xviii) The Buyer is entitled to download the Terms & Conditions.

In the event that the provision of these Terms & Conditions deviate from the binding legal provisions regarding the protection of buyers, provision of the TC will not be carried to term and legal provisions shall prevail. The same rule will apply if the Buyer waives any special right they are provided by law.

III. SUBJECT OF THE CONTRACT AND CLOSING

3.1 The Buyer has the right to purchase Goods through the e-shop, i.e. to enter into a purchasing agreement with the Seller for the purchase of Goods (hereinafter referred to as the "Agreement").

3.2 Purchasing Goods through the Website is a service provided by the Seller within its rights as a retailer. Goods purchased through the Website are not intended for resale by the Buyer for business purposes. In the event that the Buyer wants to buy Goods for the purpose of carrying out their own business activities, the Buyer is required to inform the Seller and fulfil the obligations specified by the Seller to conclude a resale purchase agreement.

3.3 The Agreement between the Buyer and the Seller is finalised by providing all necessary information regarding the specifications of the Goods (goods description, size, colour, etc.), choosing a payment and delivery method and any other necessary information required on the purchasing form in order to place the order. The Buyer is obliged and entitled to check the completed form before the final confirmation and placing of the order and to correct any information where appropriate. After confirming and placing the order, the completed information cannot be changed; the order and Agreement are binding and may not be terminated, except as provided in the article below.

3.4 Based on the placed order, the Seller reserves the right to ask the Buyer for additional confirmation of the order by another suitable means (apart from confirmation on the Website), e.g. by telephone or in writing. If the Buyer refuses to authorize such an order in the required method, the order is considered void.

3.5 In justified cases the Seller may terminate the Agreement by other means of long distance communication (other than through the Website) i.e. through e-mail communication or by phone. In this case the Agreement is concluded when:

(i) The Buyer will receive from the Seller by means of long distance communication (especially e-mail correspondence) a summary of all the essential parts of the Agreement, i.e. product description, price delivery method, cost of delivery and payment, etc.; and

(ii) The Buyer has 12 hours once in receipt of the aforementioned order summary and purchase Agreement to reject or amend the order by responding to the Seller via e-mail at: eshop@sportisimo.com, stating the order number and any other information specified by the Seller for the identification of the order.

3.6 The Seller is not responsible if the Buyer has not received the relevant electronic communication, or even the ordered goods, if it was delivered to the address specified by the Buyer (and/or when a third person was entitled to accept the delivery and the communication and/or Goods were accepted or rejected by this person). The Seller is not able or obliged to identify and check the accuracy of the information completed on the purchasing form of the

Website by the Buyer when placing the order. Only the Buyer is responsible for the accuracy of the information provided.

3.7 The Seller is entitled to use cookies or other digital means for assisting in the automatic completion of the purchasing form for orders.

3.8 The Agreement between the Seller and the Buyer is concluded by the Buyer, in placing the order (completing all necessary information on the purchasing form) and confirming the order. The Seller will send the Buyer confirmation by email regarding the receipt of the order.

3.9 Only Goods expressly ordered by the Buyer are subject to the Agreement, unless otherwise agreed between the Buyer and the Seller.

3.10 The Buyer acknowledges that the Goods offered on the Website by the Seller are also sold to the Seller's customers in the Seller's stores and that information about the Goods in stock on the Website is regularly updated, though it may sometimes happen that the Goods ordered are already sold out (although still listed as available on the Website). In this case, the Seller shall inform the Buyer immediately. If within 2 days both parties cannot agree to either extend the term of the order or choose another product, etc.) the Agreement shall expire and neither party is entitled to any compensation.

3.11 According to the Agreement, the Seller is obliged to deliver the Buyer flawless Goods:

- according to the specifications made in the order / Agreement;
- compliant with all standards, rules and regulations applicable in the EU,
- equipped with instruction manuals, warranty certificates and lists of persons entitled to repairs, in English or Czech language;
- with receipt/invoice in paper form inserted into the package supplied with the Goods.

3.12 At the request of the Buyer, the Seller is obligated to issue the certificate of purchase indicating the sale date, product description, price, delivery address and date, together with the identification information of the Seller. The Seller fulfils this obligation by sending the Buyer a copy of the order.

3.13 The Buyer acknowledges that the Goods may differ slightly from the photos on the Website (especially due to colour rendering, etc.) and this difference is not to be considered a defect.

3.14 The Buyer is entitled to terminate the already concluded Agreement (to cancel or change the order) if he notifies the Seller about the termination (cancellation of the order) at the latest in 2 hours after the Agreement has been concluded (the order placed) or before the order is at the packing line by e-mail to eshop@sportisimo.com.

IV. DELIVERY ADDRESS

4.1 The delivery address is the place specified by the Buyer in the order/Agreement. The Seller delivers to all addresses in EU ([delivery information](#)). The Seller may at its own discretion allow or limit the delivery of Goods in other countries.

4.2 The Goods are dispatched from the Seller's warehouse or from selected stores of the Seller. The address of the warehouse is: Za Panskou Zahradou 1018/1, Rudná u Prahy, ZIP Code 252 19.

4.3 The Seller's point of contact for the e-shop and customer service centre is at: **Za Panskou Zahradou 1018/1, Rudná u Prahy, Zip Code 252 19 (tel. + 420 226 254 891, e-mail: eshop@sportisimo.com).**

4.4 The ownership title of the Goods passes from the Seller onto the Buyer through the delivery of Goods to the address specified by the Buyer (regardless of whom the Goods are ultimately delivered to).

4.5 In case the Buyer agrees and authorises the delivery of their Goods to a third person (Agreement in favour of a third person), the entitled third party acquires the ownership right to the Goods by accepting the delivery (and becomes the Buyer with all the Buyer's rights and responsibilities). In case the third person refuses to take possession of the Goods, the Buyer who initially placed the order once again acquires ownership title to the Goods and the Agreement and logistics regarding the fulfilment of the delivery will continue between the Buyer and Seller. If the Buyer sells the Goods to a third person, the third person does not assume any rights above the Seller.

4.6 The Buyer is obliged to thoroughly check and inspect the delivered Goods. In case the Buyer finds the product faulty or somehow at odds with the placed order/Agreement, they are obligated to promptly notify the Seller as specified below for claims resulting from defective Goods.

V. PRICE

5.1 The purchase price of Goods listed on the Website is applicable at the time of placing an order and finalizing the purchase. The Seller reserves the right to change the price of Good's before the purchase is finalized (as in cases of data entry or typing errors made in the price of an item), when: (i) the Product is sold for the price at the incorrect price due to typing errors, if the typing error was either obvious, and (ii) if the typing error is not obvious, the purchase may be considered void) or in the case of fluctuating exchange rates, a significant cost increase or significant changes in supplier agreements of the producer or other suppliers of goods at any time – but before the purchase is concluded – and the order is confirmed.

5.2 The purchase price is considered paid (with respect to the Buyer's payment method of choice) by crediting the full purchase price of the Goods to the Seller's account.

5.3 The purchase price specified on the Website and confirmed through the order and the Agreement is the final price for the purchase of ordered Goods (the price for (i) the delivery and (ii) the payment method is specified separately), including all taxes (especially VAT), fees, etc., unless expressly specified otherwise on the Website and in the order/Agreement (price for specific packaging, etc.).

5.4 The Seller is not obliged but is entitled to deliver the Buyer the invoice or other documents relating to the purchase price (and its payment). Evidence of the price and the obligation to pay the agreed price between the Seller and the Buyer is the Agreement.

5.5 The Buyer shall pay the purchase price with a payment method of their choice, including the price of the chosen method of delivery and the price for the chosen method of payment.

VI. DELIVERY TERMS

6.1 The Seller will dispatch the Goods within the time period specified on the Website for the ordered Goods.

6.2 The Goods are delivered according to the delivery method chosen by the Buyer. The Goods are then handed over to the selected carrier (delivery company) for delivery within the dispatch time specified on the Website. The total time of delivery for the Goods depends on the chosen delivery method and company. Delivery times of the individual carriers/delivery companies are listed on the Website or on the websites of the carriers. The delivery companies:

GLS – <https://gls-group.eu/>

6.3 The time frame for the delivery of Goods begins on the date of purchase.

6.4 The time frame for the delivery of Goods may be reasonably extended if the delay is caused by unforeseeable circumstances and/or circumstances not caused by the Seller.

6.5 If the Seller is unable to dispatch the Goods within the specified period, the Seller shall notify the Buyer without undue delay. However, if within 2 days neither party agrees to either extend the term of expedition of the Goods or come to another arrangement, the Agreement shall be considered void and neither party is entitled to receive any compensation.

VII. DELIVERY COSTS

7.1 Besides the obligation to pay the purchase price for the Goods, the Buyer is obliged to pay the Seller for the delivery of Goods in the amount dependent on the delivery method chosen by the Buyer as specified on the Website.

7.2 Delivery costs vary depending on the delivery method offered by the Seller and chosen by the Buyer and include all applicable costs and taxes (especially VAT).

7.3 The standard price for the delivery of Goods is always listed with each delivery of the ordered Goods on the Website. With regard to possible changes in prices for the delivery (subject to the carriers), those prices are not specified and updated in these TC but are always on the Website.

7.4 The Seller may, as specified on the Website, deliver the Goods at a reduction of the original purchase price or for free.

VIII. PAYMENT METHOD

8.1 The Buyer shall pay the price for the Goods, i.e. the purchase price, the price for the delivery and the price for the payment method of choice (or other agreed-upon price) using the payment method offered by the Seller (and chosen by the Buyer), which is on-line payment through the payment system used by the Seller (such as payment card - GP WebPay) – see information about the payment by card.

8.2 A payment method chosen by the Buyer may be subject to a fee specified on the Website along with the payment of the purchase price of the Goods.

8.3 With regard to possible changes in the price of payment methods, those prices are not specified and updated in these TC but always on the Website.

IX. TERMINATION OF THE AGREEMENT WITHOUT REASON; RETURN, EXCHANGE OF GOODS

9.1 The Buyer is entitled to terminate the Agreement concluded through the Website (by means of long distance communication) without giving reason under the below specified circumstances:

9.2 The Buyer has the right to terminate the Agreement (and therefore return the Goods) without giving reason within a period of 30 days from the day of purchase or delivery.

9.3 The Buyer must deliver a written notice of termination to the Seller:

(i) **to the address:** SPORTISIMO s.r.o. - E-SHOP, Za Panskou Zahradou 1018/1, 252 19 Rudná u Prahy;

(ii) by using the form on the Website, (withdrawal from the agreement within 30 days of delivery).

9.4 The timeframe of 30 days for the termination notice is observed (complied with) if the termination notice is dispatched for delivery to the Seller at the latest before the expiry of the 30 days period (dispatched for delivery on the last day).

9.5 If the Agreement is terminated (or Goods are returned) without reason, the Buyer must send or hand-over the Goods to the Seller without undue delay, no later than 14 days from the delivery of the termination notice. To facilitate the process of returning the Goods, the Buyer will be asked to insert the printed termination notice along with the receipt/invoice into the package of returned Goods. The Seller may request proof of the Goods' origin and the Buyer must comply in providing this.

The buyer must return the Goods to the Seller at the **following address**: Sportisimo s.r.o. - E-shop, Logistic Park Rudná, Za Panskou Zahradou 1018/1, 252 19 Rudná u Prahy. The Goods must be sent by standard mail. Payment for the delivery is the Buyer's responsibility. Once returned and received, the Seller will send a confirmation e-mail to the Buyer with a receipt of the returned Goods.

9.6 The Seller shall refund the Buyer all funds, including the cost of delivery, received from the Buyer and based on the Agreement without undue delay, within 14 days of receiving the termination notice, using the same method the Buyer used for payment, unless both parties agree otherwise. The Seller may return the funds to the Buyer using another payment method, only if agreed by the Buyer and if this method is free of additional costs to the Buyer. The refund will be processed as an international bank transfer via code IBAN of the Buyer.

9.7 If the Buyer has chosen a delivery method of Goods from the Seller (in the order of Goods), other than the cheapest method, the Seller will only refund the Buyer the cost of the cheapest delivery method for the delivery of Goods. In the event that the Buyer withdraws from the purchase contract only in respect to part of the Goods (the Buyer bought more Goods within one Contract / order and withdraws / returns only some Goods) and the price for transport of all Goods was determined / agreed within one Contract / order by one amount for all the Goods, then the Seller does not return the price paid for the transport of the Goods to the Buyer (he returns such a price for transport only if the Buyer withdraws from the entire Contract, i.e. all Goods purchased under one Contract / order).

9.8 If the Buyer terminates the Agreement without reason, the Buyer bears the cost of the returning and delivering the Goods back to the Seller, even if the Goods cannot be returned by standard mail.

9.9 The Seller is not obliged to repay the purchase price and respective costs to the Buyer before the Buyer delivers the Goods back to the Seller or proves that the Goods were sent back to the Seller.

9.10 The Buyer is responsible to the Seller for any devaluation in the Good's value/price, caused by the use of the Goods for anything other than to test the Goods indoors (in the household) to check the nature and characteristics of the Goods for its stated use, including its functionality (this shall be hereinafter referred to as the "Compensation"). In this case, the Seller may repay the Buyer the price of the Goods but at a deducted rate.

9.11 In case there is a termination to the Agreement of services started at the request of the Buyer before the end of the termination period, the Buyer is obliged to pay for services provided to the Buyer before the termination of the Agreement.

9.12 For the first exchange of Goods in the specified time, the Seller does not charge any fees for packaging and delivery. The exchange of Goods may be carried out by sending the Goods by

mail. In the event that the price of the new product is higher, the Buyer will pay the difference. The Goods for exchange have to be delivered in their original packaging; with any accessories, unused, undamaged, and in a general condition suitable for reselling. When exchanging the product, the Buyer must submit the receipt of purchase for the Goods. The exchange of Goods by mail can only be made by sending to the address of the Seller's warehouse.

X. LIABILITY FOR DEFECTS, WARRANTIES, CLAIM ON DEFECTS, SERVICE

10.1 The Seller is liable to the Buyer for defects to the Goods at the time of delivery. In particular, the Seller guarantees to the Buyer that, at the time of delivery, the Goods:

- (i) will be delivered in the agreed condition/quality, or (if no quality is agreed) in such a quality as stated by the Seller or the manufacturer, or a quality which the Buyer would expect given the nature of the product and the respective advertisement,
- (ii) are fit for the purpose stated by the Seller or the standard purpose for that kind of product,
- (iii) are of good quality, as expected by the Buyer when purchasing items as advertised on the website,
- (iv) are in the right quantity, measure or weight, and
- (v) satisfy all requirements of the legislation.

10.2 In case the defect to the Goods is visible and/or appear within twelve months of the delivery, it is assumed the Goods were already defective at the time of delivery.

10.3 The Seller provides the Buyer a warranty of the Goods for 24 months (unless stated otherwise) as of the delivery date.

10.4 The length of time in which the Buyer claims that the Goods are defective, until the Buyer was entitled to receive the Goods back from warranty procedure, is not counted in the warranty period. If the Goods were exchanged as a result of a defective product claim then the warranty period starts again from the date of delivery of the exchanged Goods to the Buyer. The same applies to Goods' parts, if there is a partial replacement. The warranty period should not be confused with the durability (service/shelf life) of the Goods, i.e. the time in which, providing proper use and maintenance, the Goods may endure and maintain their quality.

[Buyer's rights/claims on defects]

10.5 The Buyer is entitled to claim defects on the Goods that appear in the period of 24 months from the delivery date. This does not apply to (a) Goods sold at a lower price because of the defect, for which the lower price was negotiated, (b) wear and tear caused by standard use, (c) used Goods sold with defects, or (d) another agreement otherwise negotiated by the parties or if and when it is apparent from the condition of the product.

10.6 If, on the packaging or in the instructions attached to the Goods or in the owner's manual, a warranty period is stated, then this specifically stated warranty period shall apply.

10.7 Upon request, the Seller will confirm to the Buyer in writing, to what extent, and for how long it assumes responsibility for any defects found with the Goods. The confirmation shall contain the name, address, identifying information, and/or all information necessary to determine the Seller's identity. If requested, the Seller will explain the content, scope, terms and duration of the responsibility for defects and how the Buyer may assert their rights arising from defects. The Seller will also state what Buyer's rights are not affected by the claim on a defect. If the purchased product does not otherwise require it, a certificate shall replace the proof of purchased goods containing the aforementioned information.

10.8 If the Goods were not delivered in the respective quality, i.e. if there is any defect, the Buyer may demand that:

- (i) the delivery of the new product - to be free of any defects (if this claim is not inappropriate to the kind of defect, especially if the defect can be removed or repaired without undue delay, or if it is a minor defect that does not prevent the use of the Goods);
- (ii) if the defect affects only a part of the product, the Buyer may demand a replacement of this component;
- (iii) if the claims under points (i) and/or (ii) above are inappropriate to the kind or extent of the defect (especially if the defect can be removed or repaired without undue delay), then the Buyer is entitled to claim the repair of the defect for free;
- (iv) if the execution of the claims according to the previous points is not possible or if the defect means a substantial breach to the Agreement, then the Buyer is entitled to terminate the Agreement.

10.9 In case of a removable defect, but the Buyer is prevented from a proper use of the Goods because of a repeated defect and/or a larger number of defects, the Buyer may claim the delivery of new product and/or replacement of defective parts. In this case, the Buyer also has the right to terminate the Agreement.

10.10 If the Buyer does not:

- (i) terminate the Agreement, or
- (ii) claim the right to replace the defect Goods (or the replacement of its parts), or
- (iii) claim the repair of the Goods,

then the Buyer may instead claim an appropriate discount from the purchase price.

The Buyer is also entitled to claim an adequate discount if:

- (i) the Seller cannot deliver the new product without defects, or
- (ii) the Seller cannot replace its defective parts, or repair the defect, or
- (iii) if the Seller fails to remedy the defect in any other way within a reasonable length of time, or

(iv) if the other ways of remedy of the defect gives rise to substantial difficulties for the Buyer.

10.11 The Buyer is not entitled to claim for defects if the Buyer was aware that the Goods were defective at the time of purchasing, or if the Buyer has caused the defect.

10.12 In the event of defective products sold as used or for a lower price, the Buyer is entitled to an adequate discount instead of the delivery of a new product.

10.13 Claims for defects should be addressed to the Seller. However, if the certificate issued by the Seller lists another person designated for repairs and these are in the same location as the Seller or closer to the Buyer, then the Buyer may claim and carry out the repair of the product with this person. The designated person shall ensure the repair is carried out within 30 days, unless the parties agree otherwise.

10.14 If the Buyer claims the defective Goods (complaints), the Seller shall confirm to the Buyer in writing when the claim was exercised, as well as the repair of the Goods and the duration of the repair.

10.15 The Buyer is obliged to notify the Seller that the product is defective without undue delay after a defect becomes apparent. The Seller is not liable to compensate for a further defects arising from the use of the defective product after the defect became apparent. Along with the notification of the defect, the Buyer must inform the Seller about the particularities of the defect with the respective claim on how it should be settled; the claim settlement cannot be changed unless otherwise agreed with the Seller.

10.16 The location for claiming a defect is the Seller's customer centre: Za Panskou Zahradou 1018/1, Rudná u Prahy, ZIP Code: 252 19 – by sending the defective Goods with the claim by mail. To facilitate communication, the Buyer should label the package with "Claim for defect - e-shop" and give adequate contact information, such as their address and telephone number. The Seller will not accept any unauthorised delivery requiring payment by the Seller.

10.17 The Buyer is obliged to prove that the defective Goods were purchased from the Seller and that the defect is noted/claimed in due time. Without proof of these facts, the Seller is not obliged to accept the claims.

10.18 For an appropriate assessment of defects and their settlement, the Buyer is obliged to deliver the Goods so that the Seller is able to assess and settle the claim. The Seller is not obliged to accept the Goods for defect claims: (i) when it is impossible to assess and settle the claim and/or (ii) when the Goods are not clean, dry, etc. in accordance with general hygienic requirements and/or proper conditions expected of the product.

10.19 The Seller or its authorised person shall decide on the claim over the defect immediately after the delivery of the notice and the Goods for inspection; in complicated cases within three working days. This period does not include the length of time required for the expert assessment of the defect if necessary. Claims over the defect, including the settlement of the defect, must be

executed without undue delay, at the latest within 30 days of the claim notice, unless the Seller and the Buyer agree to a longer period.

10.20 The Seller shall inform the Buyer about the settlement of the claim by e-mail.

10.21 The Seller shall present the Buyer with confirmation about the claim over the defect, containing the time of notice/claim, the content of the claim, what settlement(s) over the defect is/are demanded, as well as details about the repair and its duration and a written justification in case the claim is rejected.

10.22 If the defective Goods were sent for the claim assessment by mail, after the settlement of the claim the Seller will send the Goods to the address of the Buyer, otherwise the Goods will be ready for pick up at the point where the claim was made and/or at a respective store.

10.23 If the Buyer does not collect the claimed Goods within the appropriate time period, the Seller is entitled to charge the Buyer for storage of the Goods.

10.24 According to the terms agreed in the Agreement, the Seller provides maintenance or service repairs at no cost, or in some cases, for a minimal fee. The service is always provided at the store where the goods were purchased, or in a store specified by the Seller, or in a location designated by the Seller where similar products are sold.

10.25 In case of a justified claim for defects the Buyer is also entitled to claim compensation for reasonable expenses incurred in order to claim the defective Goods, especially standard transportation/delivery costs of the Goods back to the Seller.

XI. MISCELLANEOUS

11.1 In case the Seller provides the Buyer with additional concessions associated with the acquisition of the Goods (such as a lengthier period for the exchange/return of Goods, etc.) then these special conditions offered by and agreed to by the Seller may be employed by the Buyer instead of the standard conditions stated in these TC.

11.2 For other Buyer's claims/rights not specially stated in these TC, the appropriate condition of these TC shall apply mutatis mutandis and/or optionally the standard and conventional trade procedures are applicable for the realization of the Buyer's rights/claims with regard to the protection of the Buyer as a consumer.

11.3 The Seller will accept and settle the Buyer's complaints via the following e-mail address: eshop@sportisimo.com. Information about the settlement of the complaint will be sent by the Seller to the Buyer's e-mail address.

XII. COOKIES

What are cookies? A cookie is a very small text file (up to 4KB) created by a website that is stored in the user's computer temporarily. Cookies provide a way for the Web site to recognize

you and keep track of your login and surfing preferences. This text file identifies specific information about your previous visits to our site. Information that is stored by the cookie may include the IP address of the user's computer or device, your login information (so you won't have to enter your login information during your next visit, provided that you login from the same device) the date and time of your last visit, the referring website URL (the page from which you navigated to reach our site), the web pages/products that you viewed on our website and the type of browser that you used. A cookie expires either at the end of your internet session (after leaving a particular website or disconnecting from the internet) or it may expire after a set time period. The reason that we use cookies is so that we may improve your overall user experience each time you visit our website and to help us further develop and improve our existing services.

Privacy: The information gathered by the cookie is not personal information by nature, and as such, no user is identifiable from the collected data. Furthermore, no information about the user can be extrapolated from the collected data.

Types of cookies used: Cookies used are in compliance with the latest information technology standards. The types of cookies used may be any one of the following;

- (i) Required – for example, a cookie which enables you to navigate through the site while still maintaining information based on your shopping cart and its contents. This allows you to confidently navigate around our site without losing the contents of your shopping cart and allows you to finalize your order and proceed through the checkout process,
- (ii) Functional – allows for a more pleasant customer experience. These files keep track of items in your shopping cart by showing the number of items above the shopping cart icon and allow you to create wish lists, etc.,
- (iii) Performance – these cookies help us understand the purchasing behavior of our visitors. They enable us to continually improve our website so that your shopping experience is as easy and pleasant as possible,
- (iv) Interaction – these allow you to express your opinion on what you think about our products, services, website, etc. These cookies allow you connect and comment on social media sites, chat with our staff about our products and/or services and write and submit product reviews,
- (v) Ad targeting – will remember your preferences regarding products and shopping. These cookies allow us to realize what you like most. For example, when browsing results in a search engine, you'll see ads related to your browsing preferences.

Disabling cookies: You can always change the settings on your device(s). For information on how to change your cookie settings, please visit the relevant link below or consult the 'Help' section of your browser

Internet Explorer: <http://support.microsoft.com/gp/cookies/en>

Mozilla Firefox: <http://support.mozilla.com/en-US/kb/Cookies>

Google Chrome: <http://www.google.com/support/chrome/bin/answer.py?hl=en&answer=95647>

Apple Safari: <http://support.apple.com/kb/PH5042>

Opera: <http://www.opera.com/browser/tutorials/security/privacy>

Adobe: <http://www.adobe.com/security/flashplayer/articles/lso>

XIII. PERSONAL DATA PRIVACY & PROTECTION

13.1 The Seller will process the personal data of the Buyer communicated to him during the purchase of the Goods and the Buyer agrees with this processing of personal data and their use below by their communication to the Seller. The seller will process all data communicated about the buyer, in particular:

- name and surname,
- e-mail,
- telephone number,
- address
- payment card details to the extent of the issuer, card expiration date + first and last four digits, under the conditions specified in the Article 13. 4. below

The Seller usually obtains personal data directly from the Buyer through the Seller's website or in communication with the Buyer. We will receive payment card details from the operator of the payment gateway Global Payments Europe, sro, IČO: 27088936, with its registered office at V olšinách 626/80, Strašnice, 100 00 Prague 10, who will process the said personal data for us as a processor, if you consent to the above, for example, by checking the appropriate box for consent. With this consent, you expressly agree to the transfer of this data to the Seller by Global Payments Europe, s.r.o.

13.2 The specified personal data with the exception of the payment card details will be stored and used for the purpose of the execution of the Agreement, identification of the parties, the fulfilment of the Agreement and for the purpose of the Agreement evidence and the future potential application and defence of the rights and obligations of the parties. These personal data will be stored for the above-mentioned purpose for the duration of the contractual relationship and for a period of 10 years after the termination of the contractual relationship, unless otherwise required by the law.

13.3 The e-mail address and phone number will be further stored and used for the commercial communication database ("Marketing Authorization") if the buyer provides its consent for such use, for example by ticking the appropriate consent box for consent or by not ticking the appropriate box for disagreement, during the ordering of the Goods. This data will be stored and used for a period of 3 years from the date of the last Agreement, unless you extend this term. You can terminate/unsubscribe at any time and your data will be removed from the databases, for example by sending a letter, e-mail to eshop@sportisimo.com, by clicking on the link in the commercial message, by sms or by other appropriate means. Consent for marketing purposes includes, in particular, agreement to:

- to receive general business/marketing communications,
- to receive customised business/marketing communications,
- to receive information about competitions (consumer/marketing),
- to receive inquiries about satisfaction, evaluation of the Seller, the purchase or the Goods,
- to receive other communications, queries or requests related to the improvement or control of the provided services or the sale of the Goods and the exploration of the buyer's opinion as a customer – always in relation to Seller's Goods / Services.

13.4 Payment card details will be further processed in order to facilitate future purchases by the Buyer by pre-filling the payment information for the ordered Goods, if the Buyer provides his consent for this use, for example by checking the appropriate box, for a period of 3 years from the last Contract, unless you extend this period. You can easily stop / cancel the processing of payment card data at any time and your data will be removed from the databases, for example by sending a letter, e-mail to: eshop@sportisimo.com or other suitable means.

The Seller will always store and use the personal data in accordance with applicable law.

13.5 The storage and use (process) of personal data is executed out by the Seller but the personal data may also be processed by other processors, in particular:

- Provider of marketing services Exponea CZ, s.r.o, Company ID: 05927927, with registered office at Rohanské nábřeží 678/29, 186 00, Praha 8,
- Global Payments Europe, sro, IČO: 27088936, with its registered office at V olšinách 626/80, Strašnice, 100 00 Prague 10

- Providers of transport services,
- Providers of respective databases, analytical or software systems, services and applications that meet the privacy policy.

Personal data may be transferred by the Seller to servers located outside the Czech Republic or to third-party affiliates or other trusted third-party companies processing personal information.

13.6 For the protection of personal data, the Seller will use all reasonable means and appropriate measures, and will also require all third parties to process personal data accordingly.

13.7 In the event that the buyer has any queries, comments or concerns about the processing of personal data the buyer may contact the Seller at any time.

13.8 The buyer has especially the right to contact the Seller if he does not wish to be contacted by commercial communications in the future.

13.9 The buyer has regarding the personal data privacy this rights:

- to know what personal data is processed by the Seller,
- request the access to, and update or change the personal data, or request process restrictions,
- request to erase personal data – but with the exception of the data processed under paragraph 13.1 above for the execution of the Agreement,
- to request the transportation of personal data to another subject,
- to request a copy of the processed personal data,
- to raise objections to the Seller regarding the processing of the personal data,
- file a complaint with the Office for Personal Data Protection (<https://www.uoou.cz>),
- to court proceeding if you believe that your rights have been infringed as a result of the processing of your personal data.

13.10 The Seller hereby informs the purchaser that the Personal Data Protection Supervisory Authority is the Personal Data Protection Office with its registered office in Pplk. Sochora 27,

Praha 7, 17000 (www.uoou.cz), registration number of the entity / the buyer is 00032409. The buyer can also ask for supervision the respective Personal Data Protection Supervisory Authority in its country of origin/residency.

13.11 The administrator is entitled to process personal data through a designated processor (s), and the buyer acknowledges that the processor or processors thus designated are no longer subject to further approval.

13.12 Other information on the personal data privacy may be posted also elsewhere on the website.

XIV. Information on alternative resolution of consumer disputes (ADR)

1. Dear customers, we would like to inform you that any your requests and even disputes that arises between you and our company we always try to properly consult and solve to mutual satisfaction.
2. If, however, we fail to meet your expectations, and thus any kind of unsolved dispute arises between you and our company, than you are entitled to ask for so-called alternative dispute resolution (“**ADR**”) – out-of court settlement.
3. In the case of a dispute between you (as a consumer) and our company concerning the sale of our goods/services you can ask specific (authorised) body to help you to find an out-of court settlement through the ADR procedure. The specific body entitled for the ADR procedure is especially: the Czech Trade Inspection (“**CTI**”) (as we are a Czech company selling goods from the Czech Republic) – you can find more information on the CTI’s website: www.coi.cz. Other bodies entitled for the ADR procedure (including cross-border sales/disputes) and further information about ADR you can find also on the official EU website, [https://webgate.ec.europa.eu/odr/main/index.cfm ? event = main.home.chooseLanguage](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage).
4. The ADR Procedure is initiated/started with a request (made by you or us), which must at least contain:
 - a) identification of the parties (yours and ours)
 - b) complete and understandable description of respective facts/dispute description,
 - c) the proposal of what you ask for – petition (e.g. to refund the purchase price, the exchange of goods, etc.),
 - d) the date when you applied for the respective proposal/petition (what you ask for) at our company,

e) statement that the dispute was not solved by or is pending in court, arbitration or before other respective body;

f) date and signature.

4.1 The application should be accompanied with a proof that you (tried and) have failed to solve the dispute directly with our company (for example, our correspondence, etc.) and other necessary evidence. The application shall be accompanied by power of attorney, if an attorney represents you.

4.2 You can submit the application with the authorized body within 1 year from the date on which you applied your proposal (i.e. the withdrawal/complaint) at our company (Czech legal regulation).

4.3 ADR procedure must be completed within 90 days. For particularly complex disputes the respective body is entitled to prolong that period by a maximum of 90 days (Czech legal regulation).

4.4 ADR procedure ends with:

- (a) mutual agreement of the parties (optional),
- (b) your unilateral declaration of termination (withdrawal) of ADR procedure,
- (c) your death, declaration of death or dissolution of one of the parties without a legal successor,
- (d) fruitless passing of the deadline for resolving the dispute,
- (e) refusal of the application (for its defects), (Czech legal regulation).

Other countries (then Czech republic) can have also different legal regulation of the ADR.

4.5 ADR procedure is free of charge. Costs of the parties associated with the ADR procedure shall be borne by the themselves and will not be reimbursed.

4.6 The body entitled to ADR procedure shall determine their specific rules for the ADR procedure.

5. In case the ADR procedure will not lead to (will not end with) the solution of the dispute, you are always entitled to ask the respective court (respective body) to solve the dispute.

6. It is not necessary for you to use the ADR procedure (before a court action), but it is advisable.

7. For further information please visit the respective websites of the authorised bodies (to perform ADR procedure) – especially the [https://webgate.ec.europa.eu/odr/main/index.cfm ? event = main.home.chooseLanguage](https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage).

XV. FINAL PROVISIONS

15.1 The Terms and Conditions are applicable from the date stated in the TC as posted by the Seller on the Website from the day when the order is placed, unless the parties agree otherwise in writing.

15.2 The Seller is entitled to alter these TC at its discretion. Any changes will thereafter be posted on the Website. The TC will always appear on the Website in the current/applicable version. The ineffective (old) TC will be also published on the Website.