

TERMS AND CONDITIONS

of the company

Kiteseason s.r.o.

with its registered office at Mlýnská 13/326, Brno 60200

Identification Number: 01397982

registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 77903

for the sale of goods via the online store located at the website www.eshop.kite-season.com

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as the "Terms and Conditions") of the company Kiteseason s.r.o., with its registered office at Mlýnská 13/326, Identification Number: 01397982, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 77903 (hereinafter referred to as the "Seller"), govern in accordance with Section 1751(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 contracting parties arising in connection with or based on a purchase agreement (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") via the Seller's online store. The online store is operated by the Seller on the website located at www.eshop.kite-season.com (hereinafter referred to as the "Website"), via the Website's interface (hereinafter referred to as the "Store Interface").

1.2. The Terms and Conditions do not apply to cases where the person intending to purchase goods from the Seller is a legal entity or a person acting in the course of their business activities or as part of their independent professional practice when placing the order.

1.3. Provisions deviating from the Terms and Conditions may be agreed upon in the Purchase Agreement. Such deviating provisions in the Purchase Agreement 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 Agreement. The Purchase Agreement and the Terms and Conditions are drafted in the Czech language. The Purchase Agreement can be concluded in Czech.

1.5. The Seller may amend or supplement the wording of the Terms and Conditions. This provision does not affect rights and obligations arising during the effective period of the previous wording of the Terms and Conditions.

2. USER ACCOUNT

2.1. Based on the Buyer's registration on the Website, the Buyer may access their user interface. From their user interface, the Buyer may place orders for goods (hereinafter referred to as the "User Account"). If the Store Interface allows it, the Buyer can also place orders for goods without registration directly from the Store Interface.

2.2. During registration on the Website and when ordering goods, the Buyer is obliged to provide accurate and truthful information. The Buyer is required to update the information provided in the User Account upon any changes. The information provided by the Buyer in the User Account and when ordering goods is considered correct by the Seller.

2.3. Access to the User Account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access their User Account.

2.4. The Buyer is not authorized to allow third parties to use their User Account.

2.5. The Seller may cancel the User Account, especially if the Buyer has not used their User Account for more than 360 days or if the Buyer breaches their obligations under the Purchase Agreement (including the Terms and Conditions).

2.6. The Buyer acknowledges that the User Account may not be available continuously, particularly with respect to necessary maintenance of the Seller's hardware and software or maintenance of third-party hardware and software.

3. CONCLUSION OF THE PURCHASE AGREEMENT

3.1. All presentations of goods located in the Store Interface are informative and the Seller is not obliged to conclude a Purchase Agreement regarding these goods. The provisions of Section 1732(2) of the Civil Code do not apply.

3.2. The Store Interface contains information about goods, including the prices of individual goods and the costs associated with returning the goods if they cannot be returned via standard postal services. The prices of goods include value-added tax and all related fees. The prices of goods remain valid as long as they are displayed in the Store Interface. Prices are/are not adjusted to the Buyer based on automated decision-making. This provision does not limit the Seller's ability to conclude a Purchase Agreement under individually agreed conditions.

3.3. The Store Interface also contains information about the costs associated with packaging and delivering the goods, as well as the methods and times of delivery. The costs associated with packaging and delivering the goods stated in the Store Interface apply only to cases where the goods are delivered within the territory of the Czech Republic. If the Seller offers free shipping, the Buyer is entitled to free shipping only upon payment of a minimum total purchase price for the delivered goods as specified in the Store Interface. If the Buyer partially withdraws from the Purchase Agreement and the total purchase price of the goods not withdrawn from falls below the minimum amount required for free shipping, the Buyer's right to free shipping is void and the Buyer is required to cover the shipping costs.

3.4. To order goods, the Buyer completes the order form in the Store Interface. The order form contains, in particular, information about:

3.4.1. the ordered goods (the Buyer "places" the ordered goods into the electronic shopping cart in the Store Interface),

3.4.2. the method of payment for the purchase price of the goods, the required delivery method for the ordered goods, and

3.4.3. information about the costs associated with delivering 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 modify the input data entered into the Order, including the possibility to identify and correct errors made during data entry. The Buyer sends the Order to the Seller by clicking the " " button. The data provided in the Order are considered correct by the Seller. The Seller shall promptly confirm receipt of the Order to the Buyer via email to the Buyer's email address provided in the User Account or Order (hereinafter referred to as the "Buyer's Email Address").

3.6. Depending on the nature of the Order (quantity of goods, purchase price, expected shipping costs), the Seller is always entitled to request additional confirmation of the Order from the Buyer (for example, in writing or by phone).

3.7. The contractual relationship between the Seller and the Buyer arises upon delivery of the acceptance of the Order (acceptance), which the Seller sends to the Buyer via email to the Buyer's Email Address.

3.8. The Buyer agrees to the use of remote communication means for concluding the Purchase Agreement. The costs incurred by the Buyer when using remote communication means in connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs) are borne by the Buyer themselves, and these costs do not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

4.1. The buyer may pay the seller for the goods and any costs associated with the delivery under the purchase agreement by the following methods:

- 2 by bank transfer to the seller's account number 2400384890 / 2010, held with Fio Banka (hereinafter referred to as "the seller's account");
- 3 via an online payment system;
- 4 by credit card;

4.2. Along with the purchase price, the buyer is obliged to pay the seller for the packaging and delivery costs in the agreed amount. Unless explicitly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

4.3. The seller does not require an advance payment or any similar payment from the buyer. This does not affect the provisions of Article 4.6 of the terms and conditions regarding the obligation to pay the purchase price in advance.

4.4. In the case of payment in cash, on delivery, or at the pick-up point, the purchase price is due upon receipt of the goods. In the case of non-cash payment, the purchase price is due within 5 days of concluding the purchase agreement.

4.5. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods along with specifying the variable payment symbol. The buyer's obligation to pay the purchase price is fulfilled when the corresponding amount is credited to the seller's account.

4.6. The seller is entitled, especially in the case that the buyer does not confirm the order additionally (Article 3.6), to demand full payment of the purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1 of the Civil Code shall not apply.

4.7. Any discounts on the price of goods provided by the seller to the buyer cannot be combined.

4.8. If customary in business dealings or if stipulated by binding legal regulations, the seller shall issue a tax document—an invoice—regarding the payments made under the purchase agreement to the buyer. The seller is a VAT payer. The tax document—invoices will be sent to the buyer in electronic form after payment has been made.

5. WITHDRAWAL FROM THE PURCHASE AGREEMENT

5.1. The buyer acknowledges that according to Section 1837 of the Civil Code, they may not withdraw from the purchase agreement, including:

- 5.1.1. goods made according to the buyer's specifications or tailored to their personal needs,
- 5.1.2. goods subject to rapid decay, goods with a short shelf life, or goods that have been irreversibly mixed with other goods after delivery due to their nature,
- 5.1.3. goods in sealed packaging that cannot be returned due to health or hygiene reasons once the buyer has broken the seal, and
- 5.1.4. sound or video recordings or computer software in sealed packaging if the buyer has broken the seal.

5.2. Unless the case is specified in Article 5.1 of these terms and conditions or it is another case where withdrawal is not possible, the buyer has the right to withdraw from the purchase agreement within fourteen (14) days from the day the buyer or a third party designated by the buyer, other than the carrier, receives the goods, or:

- 5.2.1. the last piece of goods, if the buyer ordered multiple items in a single order that are delivered separately,
- 5.2.2. the last item or part of the delivery consisting of several items or parts, or
- 5.2.3. the first delivery of goods, if the agreement specifies regular delivery of goods for an agreed period.

5.3. Withdrawal from the purchase agreement must be sent to the seller within the time frame specified in Article 5.2 of these terms and conditions. The buyer may use the model withdrawal form provided by the seller, which is attached to the terms and conditions. Withdrawal from the purchase agreement may be sent to the seller's premises or by email at Mlýnská 13/326, Brno 60200.

5.4. In the case of withdrawal from the purchase agreement, the purchase agreement is canceled from the beginning. The buyer shall return the goods to the seller without unnecessary delay, and no later than fourteen (14) days from the withdrawal from the agreement, unless the seller has offered to collect the goods. The period is considered met if

the buyer sends the goods before it expires. If the buyer withdraws from the purchase agreement, they shall bear the costs of returning the goods to the seller, even if the goods cannot be returned by ordinary postal means due to their nature.

5.5. In the case of withdrawal from the purchase agreement under Article 5.2, the seller will return the money received from the buyer within fourteen (14) days from the withdrawal, using the same payment method the seller received the funds by. The seller may also return the performance provided by the buyer when the goods are returned or in another way if the buyer agrees, and there are no additional costs to the buyer. If the buyer withdraws from the purchase agreement, the seller is not obliged to return the received money to the buyer before the goods are received or the buyer proves that the goods have been sent back, whichever happens first.

5.6. The seller is entitled to offset any damage to the goods against the buyer's claim for the return of the purchase price.

5.7. In cases where the buyer has the right to withdraw from the purchase agreement according to Section 1829 of the Civil Code, the seller is also entitled to withdraw from the purchase agreement at any time before the buyer receives the goods. In such a case, the seller will return the purchase price to the buyer without undue delay by a non-cash transfer to the account designated by the buyer.

5.8. If a gift is provided along with the goods, the gift agreement between the seller and the buyer is concluded with a suspensive condition, meaning that if the buyer withdraws from the purchase agreement, the gift agreement regarding the gift becomes ineffective, and the buyer is required to return the gift along with the goods.

6. TRANSPORT AND DELIVERY OF GOODS

6.1. If the method of transportation is agreed based on a special request from the buyer, the buyer bears the risk and any additional costs associated with this method of transportation.

6.2. If the seller is obliged to deliver the goods to a location designated by the buyer in the order, the buyer is obliged to accept the goods upon delivery.

6.3. If, due to reasons on the buyer's side, the goods need to be delivered again or by another method than stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of goods or the alternative delivery method.

6.4. Upon receiving the goods from the carrier, the buyer is obliged to check the condition of the goods' packaging and immediately inform the carrier of any defects. If the packaging is found to be damaged, indicating unauthorized entry into the shipment, the buyer does not have to accept the shipment from the carrier. This does not affect the buyer's rights related to defective goods and other rights arising from generally binding legal regulations.

6.5. Additional rights and obligations of the parties during the transport of goods may be regulated by specific delivery terms.

Terms and Conditions of the Seller, If Issued by the Seller

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties concerning the rights from defective performance are governed by the relevant generally binding legal regulations (in particular, the provisions of §§ 1914 to 1925, §§ 2099 to 2117, and §§ 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

7.2. If the object of purchase is a tangible movable item connected to digital content or a digital content service in such a way that it could not function without them (hereinafter referred to as "item with digital features"), the provisions regarding the seller's liability for defects will also apply to the provision of digital content or digital content services, even if provided by a third party. This does not apply if it is clear from the content of the purchase contract and the nature of the item that they are provided separately.

7.3. The seller is liable to the buyer that the item is free from defects upon receipt. In particular, the seller is liable to the buyer that the item:

7.3.1. corresponds to the agreed description, type, and quantity, as well as quality, functionality, compatibility, interoperability, and other agreed properties,

7.3.2. is suitable for the purpose for which the buyer requires it and which the seller has agreed to, and

7.3.3. is delivered with the agreed accessories and instructions for use, including installation or assembly instructions.

7.4. The seller is also liable to the buyer that in addition to the agreed properties:

7.4.1. the item is suitable for the purpose for which items of this type are usually used, also considering the rights of third parties, legal regulations, technical standards, or industry codes of conduct if there are no technical standards,

7.4.2. the item, in terms of quantity, quality, and other properties, including service life, functionality, compatibility, and safety, meets the usual properties of items of the same type that the buyer could reasonably expect, considering public statements made by the seller or another person in the same contractual chain, especially advertisements or labeling, unless the seller proves that they were not aware of it or that it was modified at the time of the conclusion of the purchase contract in a manner at least comparable to how it was made, or that it could not have affected the decision to purchase,

7.4.3. the item is delivered with accessories, including packaging, assembly instructions, and other instructions for use that the buyer could reasonably expect, and

7.4.4. the item corresponds in quality or workmanship to a sample or model provided by the seller to the buyer before concluding the purchase contract.

7.5. The provisions of Article 7.4 of the terms and conditions do not apply if the seller specifically informed the buyer before concluding the purchase contract that a certain property of the item differs, and the buyer explicitly agreed to this at the time of concluding the purchase contract.

7.6. The seller is also liable to the buyer for a defect caused by improper assembly or installation performed by the seller or at their responsibility according to the purchase contract. This also applies if the assembly or installation was performed by the buyer, and the defect occurred due to a lack of instructions provided by the seller or the provider of digital content or digital content services, in the case of an item with digital features.

7.7. If a defect appears within one year of receipt, the item is presumed to have been defective at the time of receipt, unless the nature of the item or the defect excludes this. This period does not run during the time when the buyer is unable to use the item, if the defect has been properly raised.

7.8. If the subject of purchase is an item with digital features, the seller ensures that the agreed

updates of the digital content or digital content service will be provided to the buyer. In addition to the agreed updates, the seller ensures that the updates necessary to maintain the item's properties according to Article 7.3 and Article 7.4 of the terms and conditions will be provided to the buyer, and that the buyer will be notified of their availability:

7.8.1. for two years if the digital content or digital content service is to be provided continuously for a specified period under the purchase contract, and if it is agreed to provide it for more than two years, for the entire duration,

7.8.2. for as long as the buyer can reasonably expect if the digital content or digital content service is to be provided on a one-off basis under the purchase contract; this will be assessed according to the type and purpose of the item, the nature of the digital content or digital content service, and considering the circumstances at the time of the purchase contract conclusion and the nature of the obligation.

7.9. The provisions of Article 7.8 of the terms and conditions do not apply if the seller specifically informed the buyer before concluding the purchase contract that updates would not be provided, and the buyer explicitly agreed to this at the time of the purchase contract conclusion.

7.10. If the buyer fails to update within a reasonable time, they are not entitled to rights arising from defects caused solely by the failure to update. This does not apply if the buyer was not informed of the update or the consequences of failing to update or if the update was not performed or was performed incorrectly due to a defect in the instructions. If digital content or a digital content service is to be provided continuously for a specified period under the purchase contract and a defect appears or occurs during the period referred to in Article 7.8.1 and Article 7.8.2 of the terms and conditions, the digital content or digital content service will be considered defective.

7.11. The buyer may raise a defect that appears on the item within two years from receipt. If the subject of purchase is an item with digital features, and digital content or a digital content service is to be provided continuously for a specified period under the purchase contract, the buyer may raise a defect that occurs or appears on them within two years from receipt. If the performance is to last more than two years, the buyer has the right to raise a defect that occurs or appears during that time. If the buyer has properly raised the defect with the seller, the time for raising the defect does not run while the buyer cannot use the item.

7.12. If the item is defective, the buyer may request its removal. At their discretion, the buyer may request the delivery of a new item without defects or the repair of the item, unless the chosen method of defect removal is impossible or disproportionately costly compared to the other method; this will be assessed, particularly in regard to the significance of the defect, the value the item would have without the defect, and whether the defect can be removed by the other method without significant difficulty for the buyer. The seller may refuse to remove the defect if it is impossible or disproportionately costly, particularly considering the significance of the defect and the value the item would have without it.

7.13. The seller will remove the defect within a reasonable time after it is raised, so as not to cause significant difficulties for the buyer, considering the nature of the item and the purpose for which the buyer bought it. To remove the defect, the seller will take the item at their own expense. If disassembly of the item is required, and the assembly was made according to the nature and purpose of the item before the defect appeared, the seller will perform the disassembly of the defective item and the assembly of the repaired or new item or will reimburse the associated costs.

7.14. The buyer may request a reasonable discount or withdraw from the purchase contract if:

7.14.1. the seller refused to remove the defect or did not remove it in accordance with Article 7.13 of the terms and conditions,

7.14.2. the defect reappears,

7.14.3. the defect constitutes a material breach of the purchase contract, or
7.14.4. it is clear from the seller's statements or the circumstances that the defect will not be removed within a reasonable time or without significant difficulty for the buyer.

7.15. If the defect is insignificant, the buyer cannot withdraw from the purchase contract (as per Article 7.14 of the terms and conditions); it is considered that the defect is not insignificant. If the buyer withdraws from the purchase contract, the seller will refund the purchase price to the buyer without unnecessary delay after receiving the item or after the buyer proves that the item has been sent.

7.16. A defect can be raised with the seller from whom the item was purchased. However, if another person is designated for the repair, located at the seller's location or closer to the buyer, the buyer will raise the defect with the person designated to perform the repair.

7.17. Except in cases where another person is designated for the repair, the seller is required to accept the complaint at any location where the acceptance of complaints is possible, considering the range of products sold or services provided, or at their headquarters. The seller is required to issue a written confirmation of the complaint, stating the date the complaint was made, its content, the method of resolution requested by the buyer, and the buyer's contact information for providing information about the complaint's resolution. This obligation also applies to other persons designated for repair.

7.18. Complaints, including the removal of defects, must be processed and the buyer must be informed no later than thirty (30) days from the date the complaint is submitted, unless the seller and the buyer agree on a longer period. If the subject of the obligation is the provision of digital content, including digital content provided on a physical medium, or a digital content service, the complaint must be processed within a reasonable time, taking into account the nature of the digital content or digital content service and the purpose for which the buyer requested it.

7.19. After the expiration of the period according to Article 7.18 of the terms and conditions, the buyer may withdraw from the purchase contract or request a reasonable discount.

7.20. The seller is obligated to issue the buyer a confirmation of the date and method of processing the complaint, including confirmation of the repair performed and the time it took, or a written justification for rejecting the complaint. This obligation also applies to other persons designated to perform the repair.

7.21. The buyer can specifically exercise their rights from defective performance, in particular, in person at the address Mlýnská 13/326, Brno 60200, by phone at 777858473, or by email at radek.blazek@kitesseason.cz.

7.22. Anyone entitled to defective performance is also entitled to compensation for costs reasonably incurred when exercising this right. However, if the buyer does not claim compensation within one month after the expiry of the period within which the defect should be raised, the court will not recognize the right to compensation if the seller objects that the compensation right was not asserted in time.

7.23. Other rights and obligations of the parties related to the seller's liability for defects may be governed by the seller's complaints procedure.

7.24. The seller or another person may provide the buyer with a quality guarantee beyond their statutory rights from defective performance.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

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

8.2. The seller is not bound by any codes of conduct in relation to the buyer as defined in § 1820, paragraph 1, letter n) of the Civil Code.

8.3. Complaints from consumers are handled by the seller via email. Complaints can be sent

to the seller's email address. The seller will send information about the resolution of the complaint to the buyer's email address. No other rules for handling complaints are set by the seller.

8.4. For out-of-court resolution of consumer disputes arising from the purchase contract, the Czech Trade Inspection Authority is responsible, with its office located at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, website: <https://adr.coi.cz/cs>. The platform for online dispute resolution, located at <http://ec.europa.eu/consumers/odr>, can be used for resolving disputes between the seller and the buyer arising from the purchase contract.

8.5. The European Consumer Centre Czech Republic, with its office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>, is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and Council of May 21, 2013, on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution).

8.6. The buyer can contact a supervisory or state control authority with a complaint. The seller is authorized to sell goods based on a trade license. The relevant trade office carries out trade inspections within its competence. The Personal Data Protection Office supervises the area of personal data protection. The Czech Trade Inspection Authority supervises compliance with the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended, within the scope specified.

8.7. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765, paragraph 2 of the Civil Code.

9. PERSONAL DATA PROTECTION

9.1. The seller fulfills their information obligations towards the buyer in accordance with Article 13 of the Regulation (EU) 2016/679 of the European Parliament and Council on the protection of natural persons in relation to the processing of personal data and the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR), related to the processing of the buyer's personal data for the purposes of fulfilling the purchase contract, negotiating the purchase contract, and fulfilling the seller's public duties, through a separate document.

10. SENDING COMMERCIAL MESSAGES AND COOKIES STORAGE

10.1. The buyer agrees, in accordance with § 7, paragraph 2 of Act No. 480/2004 Coll., on certain information society services and amending some laws (the Act on Certain Information Society Services), as amended, to receive commercial messages from the seller to the buyer's email address or phone number. The seller fulfills their information obligations towards the buyer in accordance with Article 13 of the GDPR regarding the processing of the buyer's personal data for the purposes of sending commercial messages through a separate document.

10.2. The seller fulfills their legal obligations regarding the storage of cookies on the buyer's device through a separate document.

11. DELIVERY

11.1. Delivery to the buyer may be made to the buyer's email address.

12. FINAL PROVISIONS

12.1. If the relationship established by the purchase contract involves an international (foreign) element, the parties agree that the relationship will be governed by Czech law. The choice of law under the previous sentence does not deprive the buyer, who is a consumer, of the protection provided by provisions of the legal order from which it is not possible to contractually deviate, and which would otherwise apply in the absence of a choice of law in accordance with Article 6, paragraph 1 of Regulation (EC) No. 593/2008 of the European Parliament and Council of June 17, 2008, on the law applicable to contractual obligations (Rome I).

12.2. If any provision of these terms and conditions is invalid or ineffective, or becomes

invalid or ineffective, it will be replaced by a provision whose meaning most closely approximates the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

12.3. The purchase contract, including these terms and conditions, is archived by the seller in electronic form and is not accessible.

12.4. The annex to these terms and conditions contains a sample form for withdrawal from the purchase contract.

12.5. Contact details of the seller: address of the registered office Mlýnská 13/326, Brno 60200, email address radek.blazek@kiteseaon.cz, phone 00420777858473. The seller does not provide any other means of online communication.

Dated in Brno on October 17, 2024.

Blažek Radovan