

Terms and Conditions

I.

The main regulations

1. These Terms and Conditions are issued in accordance with § 1751 et seq. of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**") by CUB.SYSTEMS s.r.o., ID No.: 19167920, registered with the Regional Court in Hradec Králové, under file No.: C 50940, registered office: p. 127, 544 66 Hajnice, contact details: info@cub.systems, (hereinafter referred to as the "**Seller**").
2. These Terms and Conditions regulate the mutual rights and obligations of the Seller and the person who concludes a purchase contract for goods sold by the Seller as a consumer outside his/her business activity or within his/her business activity (hereinafter referred to as the "Buyer"), through the web interface located on the website available at www.cubsy.eu and the mobile and web application (hereinafter referred to as the "**Application**").
3. The provisions of these Terms and Conditions, together with the accepted order, form an integral part of the Purchase Agreement. Any deviating provisions in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.
4. These Terms and Conditions are available and the Purchase Contract is concluded on the Internet at www.cubsy.eu, and on the mobile and web application.

II.

Information about products and prices

1. Information about the goods, including the prices of the individual goods and their main features, are listed in the catalogue of the application. The prices of the goods are listed including value added tax and all related charges. The prices of the goods remain valid for the period of time they are displayed in the application and on the website www.cubsy.eu. The prices of the goods do not include the shipping costs and the method of payment chosen by the buyer when ordering the goods. This provision does not exclude the negotiation of a purchase contract on individually agreed terms.
2. Information about the costs associated with the packaging and delivery of the goods is published in the app and on the website. The information on the costs associated with the packaging and delivery of the goods provided in the application is only valid within the territory for which the selected part of the online shop is intended or to which delivery is limited.
3. Any discounts on the purchase price of the goods cannot be combined with each other, unless otherwise agreed between the Seller and the Buyer.

III.

Order and conclusion of the purchase contract.

1. The Buyer expressly agrees to the use of remote means of communication. The costs incurred by the buyer in the use of remote means of communication in connection with the conclusion of the purchase contract (internet connection costs, telephone call costs) shall be borne by the buyer. These costs do not differ from the normal rates provided by the buyer's respective telecommunications companies.
2. The Buyer places an order for goods presented in the catalogue of the mobile or web application in the following ways:
 - a. through his/her customer account, if he/she has previously registered in the app
 - b. by filling in the order form in the web application without registration
 - c. by email to info@cub.systems
3. When placing an order in the mobile or web application, the buyer selects the goods, the number of items, the method of delivery and payment, as well as provides his contact and billing information or another delivery address. A person who enters into a purchase contract within the scope of his/her business activity (Business Customer) shall additionally add his/her ID number or VAT number. Before sending the order, the buyer is allowed to check and change the data he has entered in the order. The Buyer sends the order to the Seller by clicking on the "ORDER NOW AT THE PRICE" button. The information provided in the order is considered correct and CUB.SYSTEMS s.r.o.

true by the Seller. The condition of sending the order is the completion of all mandatory data in the order form and the Buyer's confirmation that he/she has read these Terms and Conditions.

4. Immediately upon receipt of the order from the mobile or web application, the Seller shall send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation is automatic and is not considered to be the conclusion of a contract. The purchase contract is concluded only after the seller has received the order. It is understood that if the Seller does not reject the proposal to conclude the purchase contract within 24 hours (on days off work, holidays and public holidays, this period is automatically extended by the duration of the holiday) of receipt of the order, the purchase contract is deemed to be concluded and the order accepted upon expiry of this period. The order shall also be deemed to have been accepted and the purchase contract concluded if the Seller commences the performance of the purchase contract and dispatches the goods earlier. The Seller's sending of the information about the dispatch of the goods is also considered as confirmation of the acceptance of the order by the Seller and the concluded contract. Upon acceptance of the order, mutual rights and obligations arise between the Buyer and the Seller according to the current Terms and Conditions, in particular the Seller's obligation to deliver the goods to the Buyer and the Buyer's obligation to pay the agreed purchase price. Notification of any rejection of the order shall be sent by the Seller to the Buyer's e-mail address.

5. In the event that any of the requirements specified in the order cannot be met, the Seller will send the Buyer an amended offer to his e-mail address. The amended offer shall be considered as a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the confirmation sent by the buyer to the seller's e-mail address.

6. All orders accepted by the Seller are binding or oblige the Buyer to pay the purchase price. The Buyer may cancel the order no later than the moment of its acceptance or rejection by the Seller according to paragraph 4. The Buyer may cancel an order to the Seller's email address specified in these Terms and Conditions. However, cancellation of a sent order is only possible if the order has not yet been processed and the goods shipped to the Buyer. Cancellation of a sent order is made by sending an e-mail to info@cub.systems. The buyer is obliged to provide information about the order, its number and his identification data.

7. In the event that there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously erroneous price, even if the Buyer has been sent an automatic confirmation of receipt of the order in accordance with these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new draft purchase contract and the purchase contract shall be concluded in such case by the confirmation sent by the Buyer to the Seller's e-mail address.

IV. Customer account

1. Upon registration of the buyer made in the mobile or web application, the buyer can access his customer account. From his/her customer account, the Buyer can place orders for goods. The Buyer can also order goods without registration.

2. When registering for a customer account and when ordering goods, the Buyer is obliged to provide all the information correctly and truthfully. The Buyer is obliged to update the information provided in the user account whenever it changes. The data provided by the Buyer in the customer account and when ordering goods are considered correct and binding by the Seller.

3. Access to the customer account is secured by a username and password. The Buyer is obliged to maintain the confidentiality of the information necessary to access his customer account. The Seller shall not be liable for any misuse of the customer account by third parties.

4. The Buyer is not entitled to allow third parties to use the customer account.

5. A customer account is established for an indefinite period of time. The Seller may cancel the Buyer's customer account if the Buyer does not use his/her customer account for more than 6 months or if the Buyer breaches his/her obligations under the Purchase Agreement or these Terms and Conditions.

6. The Buyer acknowledges that the Customer 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.

V. Payment terms and product delivery

1. The buyer can pay the price of the goods and any costs associated with the delivery of the goods according to the purchase contract via mobile or web application in the following ways:

- a. cash on delivery or by credit card upon delivery of the goods,
- b. by wire transfer to the seller's bank account,
- c. cashless payment by credit card,
- d. by wire transfer to the Seller's account through a payment gateway,
- e. in cash or by credit card upon personal collection at the dispatch office.

2. In case of cash payment, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable according to the instructions sent by the seller to the buyer by email in the order confirmation. In the case of payment via a payment gateway, the Buyer shall follow the instructions of the relevant electronic payment provider. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's bank account. Depending on the chosen payment method, the Buyer may be required to pay before the Seller accepts the order, in which case the amount paid is considered a deposit.

3. The choice of delivery method is made during the ordering process. The goods are delivered to the buyer:

- a. to the address specified by the buyer in the order,
- b. via a dispatch centre to the address of the dispatch centre designated by the buyer,

4. The cost of delivery of the goods depending on the method of shipment and receipt of the goods is specified in the buyer's order and in the confirmation of the order by the seller. In the event that the method of delivery is agreed upon at the Buyer's specific request, the Buyer shall bear the risk and any additional costs associated with this method of delivery.

5. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different manner 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. The Seller is responsible for ensuring that the packaging of the products delivered meets all legal requirements. The full composition of the product and the instructions for use shall be indicated on the packaging. The text shall correspond to that approved by the relevant governmental authority.

7. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of a breach of packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier. The Buyer is obliged to pay particular attention to the surface of the cardboard of the package or envelope, the protective tape and any, even minor, damage and cracks, especially punctures in the cardboard and deformations of the corner of the package. These signs may indicate careless handling of the package during transport and thus possible damage to the goods inside the package. In such a case, the buyer will draw up a claim report with the carrier, or a record of the condition in which the package or envelope was delivered, as well as any other damage, in order to resolve the claim and minimize possible damage.

8. The buyer receives the goods from the carrier in the package. In the event that any items are not currently in stock or in transit, the Seller will contact the Buyer by email. The goods will be delivered to the buyer within 30 days. Liability for accidental spoilage, damage or loss of the goods shall pass to the Buyer at the time of acceptance of the goods or at the time when the Buyer was obliged to accept the goods but failed to do so in breach of the Contract of Sale.

9. The Seller shall issue a tax document - invoice to the Buyer. The tax document is sent to the Buyer's e-mail address or is attached to the goods delivered. This tax document is also the delivery and warranty certificate for the ordered goods. The buyer acquires ownership of the goods by paying the full purchase price for the goods including delivery costs, but not before taking delivery of the goods.

VI. Cancellation of the contract

1. A buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract without giving any reason. The withdrawal period is 14 days from the date of:

- a. receipt of goods,
- b. acceptance of the last delivery of the goods, if the subject matter of the contract is several types of goods or the delivery of several parts,
- c. acceptance of the first delivery of the goods where the contract is for a regular recurring supply of goods.

2. The buyer may not withdraw from a contract for the supply of goods which have been manufactured to the consumer's requirements or adapted to his personal needs. In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.

3. A buyer who is a consumer may withdraw from the contract by any unequivocal statement made to the seller. To withdraw from the purchase contract, the buyer may use the sample withdrawal form provided by the seller. The Seller's preferred method of withdrawal is to send the declaration to the Seller's email address specified in Article I.1.

4. The Buyer who has withdrawn from the contract is obliged to return the goods to the Seller within 14 days of withdrawal. The Buyer is obliged to return the goods preferably by standard postal package. The buyer shall bear the costs associated with the return of the goods to the seller.

The address for returning the goods to the seller is the address of the shipping partner: p. 127, 544 66 Hajnice

5. If the Buyer withdraws from the contract, the Seller shall return to the Buyer without delay, but no later than 14 days after the return of the goods, all funds received from the Buyer, including the cost of delivery, in the same manner in which the payment was received from the Buyer. The Seller shall only return the funds received to the Buyer by other means if the Buyer agrees to this and if no additional costs are incurred by the Seller. The cost of delivery of the goods shall only be refunded in the amount corresponding to the cheapest delivery method offered.

6. The Buyer must return the goods to the Seller undamaged and unused, in the original unopened packaging of the goods. The Seller shall be entitled to unilaterally set off the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price. The Buyer is obliged to return the goods together with the invoice - tax document (original or copy). Goods returned on the Seller's COD will not be accepted by the Seller and are therefore not considered as a proper return of goods.

7. The Seller shall be entitled to withdraw from the Purchase Contract due to stock-out, unavailability of the goods or if the manufacturer, importer or supplier of the goods has discontinued production or import of the goods. The Seller shall promptly inform the Buyer via the email address specified in the order and shall return all monies, including delivery costs, received from the Buyer within 14 days of notification of withdrawal from the Purchase Contract in the same manner or in the manner specified by the Buyer.

VII. Rights from defective performance

- a. 1. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt, in particular that they correspond to the agreed description, type and quantity, as well as quality and other agreed characteristics. If the goods sold, their packaging or the instructions accompanying the goods indicate the period of time for which the goods may be used, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time.

2. The buyer has the choice of how to resolve the complaint. In the event of a defect in the goods, the buyer may submit a claim to the seller and, depending on the nature of the defect and the rights granted by law, demand:

- a. exchange for new goods,
- b. repair (replenishment of missing goods),
- c. a reasonable discount on the purchase price,
- d. withdrawal from the contract.

3. If the buyer is a consumer, he/she may demand the removal of defects in the goods by replacing or repairing the goods. The buyer may also demand a reasonable discount or withdraw from the contract if the seller refused to remove the defect or did not remove it in accordance with the law, if the defect is repeated or is a material breach of contract, or if it is obvious from the seller's statement or the circumstances that the defect will not be removed in accordance with the law. If the buyer is a consumer and the defect appears within 1 year of receipt of the goods, the goods shall be deemed to have been defective on receipt. The buyer may complain about a defect that becomes apparent within a period of up to two years from receipt of the goods. The court shall grant the right to claim the defect even if the defect was not discovered without undue delay after the consumer purchaser could have discovered it with sufficient diligence.

If the goods are defective and constitute a material breach of the purchase contract, the buyer who is not a consumer has the right to demand that the defect be remedied by repair or replacement (or delivery of the missing goods), to demand a reasonable discount on the purchase price or to withdraw from the purchase contract. If he fails to notify the seller of his choice of right in time, he has only the rights arising from a non-substantial breach of the purchase contract. If he fails to notify the seller in time of the defect in the goods, he loses the right to withdraw from the contract. If the goods are only defective and constitute an insubstantial breach of the purchase contract, the buyer who is not a consumer has the right to demand the removal of the defect or a reasonable discount on the purchase price.

5. When making a claim, the buyer is obliged to tell the seller what right he has chosen. The buyer cannot claim discounted goods for the reason for which the goods are discounted.

6. The Buyer may file a claim (rights from defective performance) by email or by correspondence through the contacts listed in Article I.1. In the event that the Seller's receipt of the goods itself is necessary for the settlement of the claim, the Seller shall agree with the Buyer on the manner of its receipt, or the Buyer may send the goods to the address according to Article VI.4. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint, what method of settlement of the complaint the Buyer requires and the Buyer's contact details, as well as confirmation of the date and method of settlement of the complaint, or a written justification for the rejection of the complaint.

7. The complaint shall be settled within 30 days from the date of the complaint, unless the Seller and the Buyer agree on a different time limit. After the expiry of this period, the buyer, who is a consumer, may withdraw from the purchase contract or demand a reasonable discount. The moment when the buyer's expression of will (exercise of the right from the defective performance) reaches the seller is considered the moment of the claim. The Seller shall inform the Buyer of the outcome of the claim by e-mail.

8. The Buyer is not entitled to the right of defective performance if the Buyer himself caused the defect. In the case of a justified claim, the Buyer is entitled to compensation for reasonable costs incurred in connection with the claim. The Buyer may exercise this right with the Seller within one month after the expiry of the warranty period or the quality guarantee. The buyer has no right under the guarantee if the defect is caused by an external event after the risk of damage has passed to the buyer.

8. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by Sections 1914 to 1925, 2099 to 2117 and (if the buyer is a consumer) Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

VIII. Delivery

1. The Contracting Parties may deliver all written correspondence to each other by electronic mail.

2. The Buyer shall deliver correspondence to the Seller at the e-mail address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address specified in the Buyer's customer account or order.

IX. Personal data

1. All information provided by the Buyer in cooperation with the Seller shall be considered confidential. The Seller will use the Buyer's data in particular for the purpose of fulfilling the Purchase Contract or, where applicable, for the purpose of maintaining a customer account. Commercial communications may be sent to the e-mail address, as this procedure is permitted by law, unless expressly refused. These communications may only relate to similar or related goods and can be opted out of at any time in a simple way (by sending a letter, e-mail or by clicking on a link in the commercial communication).

2. More detailed information on the protection of personal data is contained in the Personal Data Protection Policy pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and Act No. 110/2019 Coll. on the processing of personal data, which is published on the Seller's website pursuant to Article I, paragraph 1 of this Agreement.

X. Out-of-court settlement of consumer disputes and complaints

1. The Czech Trade Inspection Authority (Česká obchodní inspekce) with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs> is competent for out-of-court settlement of consumer disputes arising from a purchase contract. For online dispute resolution between the seller and the buyer, it is possible to use the platform located at <http://ec.europa.eu/consumers/odr>.

2. The point of contact under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 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 for consumer disputes) is the European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz>

3. The Buyer may address his/her complaints directly to the Seller at the e-mail address in Article I.1 of these Terms and Conditions. Information about the handling of the complaint will always be sent by the Seller to the Buyer's e-mail address.

4. The Buyer may also contact the state supervisory authorities in the relevant area directly with any complaints. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. The State Agricultural and Food Inspection Authority supervises compliance with Act No 634/1992 Coll., on consumer protection, within the scope defined by law.

XI. Special Terms for Business Customers

1. These Terms and Conditions also regulate the mutual rights and obligations of the Seller and the person who concludes the purchase contract within the scope of his business activity (hereinafter referred to as the "**Business Customer**").

2. The Business Customer may agree with the Seller to pay the purchase price on the basis of an invoice issued by the Seller and sent to the e-mail or postal address provided. The invoice is due for payment 14 days after it is sent to the Business Customer. The purchase price or part thereof shall be deemed to be duly paid when the relevant amount is credited to the Seller's account.

3. In the event that the Business Customer is in default of payment of the purchase price or part thereof, the Business Customer undertakes to pay the Seller contractual default interest at the rate of 0.1% of the amount due for each day of default. In the event that the Business Customer is in default of payment of any part of the purchase price for more than 30 days, the Business Customer shall pay to the Seller a contractual penalty of 20% of the unpaid portion of the total purchase price. The contractual interest and the contractual penalty are due on the seventh day following the date of receipt of the Seller's written demand for payment. The Seller is entitled to set off the contractual interest and the contractual penalty unilaterally against the paid part of the purchase price for the goods, and the Business Customer agrees to such set-off. The contractual penalty shall not affect the Seller's right to claim damages from the Business

Customer under generally binding legal regulations, nor the Business Customer's obligation to fulfil the obligation secured by the contractual penalty.

4. The business customer is obliged to keep confidential all matters of the Seller which come to his knowledge in connection with the conclusion of purchase contracts or the maintenance of the customer account and which are not publicly available, in particular wholesale prices, contractual relationships and suppliers of the Seller, as well as the Seller's staffing and other internal conditions. This obligation continues even after the completion of the purchase contracts and the termination of the customer account.

XII.

Special Provisions for Warehouse Customers

1. The Seller may grant the status of a wholesale customer (hereinafter referred to as "**Warehouse Customer**") to a registered Business Customer (with a customer account on the online store) who demonstrably orders goods for the purpose of resale within the scope of his business activity, according to his internal criteria.

2. The status of Warehouse Customer is granted by the Seller to the Buyer by activating the wholesale prices of the goods in the customer's account on the online shop. For the duration of this status, the Warehouse Customer is entitled to place orders with the Seller for goods at discounted wholesale prices. There is no legal entitlement to the status of Warehouse Customer and the Seller may withdraw it from the Business Customer at any time without giving any reason, in particular in the event of a breach of these Terms and Conditions, failure to comply with the condition of ordering goods for resale or failure to comply with other internal criteria (e.g. failure to meet the minimum value of orders for the past period).

XIII.

Final Terms

1. All agreements between the Seller and the Buyer are governed by the law of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under generally binding legislation.

2. All disputes between the Parties arising out of or in connection with the legal relationship established by this Contract shall be resolved primarily by mutual negotiation, with every effort being made to reach an amicable solution, or through a mediator of their joint choice. In the event that the Parties are unable to reach an amicable settlement of a dispute arising out of the legal relations established by this Agreement through mutual negotiations, the dispute shall be decided by the courts.

3. The concluded Purchase Agreement is archived in electronic form with the Seller and is not accessible. The Seller is not bound by any code of conduct in relation to the Buyer. The Buyer assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

4. Copying, modifying or using texts, photos, films, trademarks, logos and other content and elements of the Seller, including its website or parts thereof, is prohibited without the consent of the Seller. The Seller shall be entitled to enforce its rights to intellectual property objects pursuant to special legislation, in particular pursuant to Act No. 221/2006 Coll. on the enforcement of industrial property rights and the protection of trade secrets, as amended, and pursuant to Section 2976 et seq. on unfair competition under the Civil Code.

5. The Seller shall not be liable for errors resulting from third party interference with the online shop or its use contrary to its intended use. The Buyer shall not use any procedures in the use of the online shop that could have a negative impact on its operation and shall not perform any activity that could enable him or third parties to interfere with or make unauthorised use of the software or other components forming the online shop and use the online shop or its parts or software in a manner that would be contrary to its purpose or intent.

6. The Seller shall be entitled to assign the rights and obligations under these Terms and Conditions or contracts arising thereunder to a third party, provided that this does not result in a deterioration of the Buyer's position. The Buyer expressly agrees

tosuchassignment. The Buyer shall be entitled to assign the rights and obligations under these Terms and Conditions or the contracts arising thereunder to a third party only with the consent of the Seller.

7. The Seller may change or supplement the wording of these Terms and Conditions. This provision shall not affect rights and obligations arising during the period of validity of the previous version of the Terms and Conditions. In addition, the Seller may unilaterally amend these Terms and Conditions to a reasonable extent with respect to its long-term obligations arising therefrom (e.g. customer account maintenance). The Seller shall notify the Buyer of any such change to the Terms and Conditions at least 14 days before the effective date of the new Terms and Conditions by posting the new version on the web interface of the online shop or by a message sent to the Buyer's email address. The Buyer is entitled to reject these changes to the Terms and Conditions by deleting his/her customer account. If he fails to do so or does not request it before the changes take effect, he shall be deemed to have accepted the changes to the Terms and Conditions.

8. These Terms and Conditions shall take effect on 21 March 2023.