

HZ KONTEJNERY S.R.O. TERMS AND CONDITIONS OF SALE

effective from 1 April 2020 for hz-containers.com

The seller means HZ KONTEJNERY s.r.o., identification no.: 039 75 177, file no.: C 240707 at the Municipal Court in Prague, registered office: Slavníkova 2357/9, Břevnov, 169 00 Praha 6, place of business: Průmyslová 154, 674 01 Třebíč, tel.: +420 608 830 863, e-mail: info@hz-containers.com.

The buyer means the other contracting party. If the buyer is acting outside the scope of its business activities, the provisions of these Terms and Conditions, in which the buyer is designated as the consumer, will also apply.

Art.1 General Provisions

1. Pursuant to Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter "Civil Code"), these Terms and Conditions govern the rights and obligations arising on the basis of, and in connection with a purchase contract concluded between the seller and the buyer by e-mail (hereinafter "purchase contract") regarding an offer of goods, posted on the url address www.hz-containers.com (hereinafter also referred to as the "website").
2. The seller reserves the right to change and supplement these Terms and Conditions. The Terms and Conditions published at the time of the buyer's expression of will to conclude a purchase contract will always apply for the concluded purchase contract.
3. The purchase contract between the seller and the buyer can only be concluded in Czech, German or English.

Art.2 Conclusion of a Purchase Contract

1. The seller is not obliged to enter into a purchase contract, the subject of which are goods presented on the website, Section 1732 (2) CC will not apply to the relationship between the seller and the buyer.
2. The website contains information about the goods including their price; the pictures of goods on the website are illustrative only.
3. The prices of goods on the website are listed with and without value added tax.
4. The buyer may send a request to the seller for goods presented on the website by filling in the form on the website or sending an email to the seller's email address stating:
 - a) the buyer's identification details (company name/name, email address);
 - b) the required goods and their quantity;
 - c) a request for the delivery of goods.(hereinafter "request").
5. A contract is concluded as soon as the seller and the buyer agree on the following by email:
 - a) identification of the goods;
 - b) the price of the goods;
 - c) the quantity of goods (if not specified, it is understood the buyer is purchasing one piece);

- d) manner of delivery of goods;
 - e) the cost of delivery of goods, if the method of delivery is other than personal collection (Article 4 (1));
 - f) delivery date of goods.
6. The buyer acquires ownership of the goods only after paying the full purchase price.

Art.3 Price of Goods and Terms of Payment

1. The buyer can only pay the price of the goods and costs associated with the delivery of goods by non-cash transfer to the seller's account.
2. The purchase price is payable before the delivery of goods (the buyer must pay the purchase price of the goods and include the variable symbol of the payment).
3. In addition to the purchase price, the buyer must also pay the seller the cost of the delivery of the goods in the amount agreed in accordance with Article 2 (5) (e).
4. The seller will issue a tax document for the goods delivered to the buyer. The seller will issue the tax document to the buyer after the payment of the price of the goods and send it to the buyer's email address in electronic form within 14 days of the date of payment of the purchase price of the goods.

Art.4 Transportation and Delivery of Goods

1. Goods can be delivered:
 - a) at the place specified in the offer of goods (personal collection);
 - b) to a place designated by the buyer.
2. If the buyer requires the goods to be delivered to a place designated thereby, the seller will send it a quote for the delivery of the goods prior to the conclusion of the contract in accordance with Article 2 (5).
3. The buyer undertakes to ensure the readiness of the site for the placement of the subject of the purchase in accordance with the Conditions for the Installation, Use and Maintenance of Containers. The seller is not liable for damage to the subject of the purchase, which arises during delivery as a direct result of a breach of the buyer's obligations.
4. A written protocol will be drawn up on the handover of the subject of the purchase. The buyer must inform the seller of the person authorised to sign the protocol on its behalf by email.
5. The buyer must check the goods on receipt and list any defects in the handover protocol.
6. If the manner of transport is contracted on the basis of a special request by the buyer, the buyer bears the risk and any additional costs associated with this manner of transport.

Art.5 Buyer's Obligations

1. The buyer acknowledges that it is necessary to carry out all checks and inspections of individual components of the subject of the purchase foreseen by law before commencing the use thereof, .
2. The buyer must remove all ownership signs and identification labels from the subject of the purchase before commencing its use, but no later than 30 days after delivery.

3. The buyer must meet all legal obligations imposed on it in connection with customs duties, taxes, tariffs, fees and similar payments relating to the sale, import, export, placement or use of the subject of the purchase.
4. If the subject of the purchase is a container, the buyer must acquaint itself with the Conditions for the Installation, Use and Maintenance of Containers dated 1 April 2020 issued by the seller.
5. If the subject of the purchase is a strut, the buyer must acquaint itself with the manual for CONFOOT-LEGS dated 1 April 2020.

Art.6 Rights Based on Defective Performance

1. The seller is responsible to the buyer for ensuring that goods are free of defects on receipt. The seller is responsible for ensuring that at the time of receipt goods:
 - a) have the properties agreed with the buyer and, in the absence of an agreement, that they have the properties the seller described or which the buyer expected with regard to the nature of the goods and based on the seller's marketing claims;
 - b) are fit for the purpose of use stated by the seller or for which goods of this kind are normally used;
 - c) if ordered according to a sample, that the goods are of the corresponding quality or design of the agreed sample or template;
 - d) are supplied in the appropriate quantity, measure or weight and that the goods comply with the requirements of legal regulations.
2. The provisions of Article 6 (1) of these Terms and Conditions will not apply:
 - a) for goods sold at a lower price due to a defect for which a lower price was agreed;
 - b) to wear and tear of the goods caused by their normal use;
 - c) in the case of second-hand goods, for a defect corresponding to the degree of use or wear and tear that the goods had when accepted by the buyer;
 - d) if given by the nature of the goods.
3. The buyer's rights based on defective performance are primarily governed by Section 1914 to 1925, Section 2099 to 2117 and, if the buyer is a consumer, Section 2161 to 2174 of the Civil Code.
4. Complaints procedure:
 - a) rights based on defective performance are exercised by the buyer in writing and sent to the seller at the address of its place of business or by email to its email address; a sample form is available on the website;
 - b) the buyer will deliver goods to the seller's place of business for assessment of the complaint, unless agreed otherwise; the moment of the claim/complaint is considered as the moment the seller received the defective goods from the buyer;
 - c) the seller will notify the buyer regarding the settlement of the complaint in writing or by email to the buyer's email address.

Art.7 Withdrawal from the Contract

1. If the contract was concluded remotely or outside the seller's place of business, and the buyer is a consumer, the buyer has the right to withdraw from the purchase contract within 14 days of the receipt of goods according to Section 1829 (1) of the Civil Code, and if the subject of the purchase

contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last type or part of goods. The consumer must send notice of withdrawal from the purchase contract to the seller within 14 days from the date of receipt of the goods. Notice of withdrawal from the purchase contract can be sent by the consumer to the seller's place of business or to the seller's e-mail address. A sample withdrawal form is available on the website. In the event of withdrawal from the purchase contract pursuant to this Article, the purchase contract is cancelled from the outset. The goods must be returned to the seller within fourteen (14) days of withdrawal from the contract. If the consumer withdraws from the purchase contract, the consumer bears the costs associated with the return of the goods to the seller, even if the goods cannot be returned by ordinary mail due to their nature. In the event of withdrawal from the purchase contract pursuant to this Article, the seller will return the payment received from the consumer within fourteen (14) days of withdrawal from the purchase contract, and is not obliged to return the payment received before the receipt of the goods. The seller is entitled to unilaterally set off its right to compensation for damage caused to the returned goods against the consumer's right to a refund of the purchase price.

2. Pursuant to Section 1837 of the Civil Code, the consumer is not entitled, inter alia, to withdraw from the purchase contract for the supply of goods that have been modified to the buyer's requirements or for his/her person, from a purchase contract for the delivery of goods that were irretrievably mixed with other goods after delivery, from a purchase contract for the delivery of goods in a closed package, which the consumer removed from the package and which cannot be returned for hygiene reasons.
3. The seller is entitled to unilaterally set off its right to compensation for damage caused to the returned goods against the buyer's right to a refund of the purchase price.
4. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with a condition subsequent that if the buyer or seller withdraws from the purchase contract, the gift contract for such a gift is void and the buyer must return the gift provided together with the goods.

Art.8 Further Provisions and Instructions

1. The buyer agrees to the delivery of mail to the email address specified in its request.
2. The buyer agrees to the use of remote communication channels for the conclusion of the purchase contract. All costs incurred by the buyer for the use of remote communication channels in connection with the conclusion of the purchase contract (costs of internet connection, telephone calls, etc.) will be borne by the buyer and the seller themselves.
3. The seller is not bound by any codes of conduct pursuant to Section 1826 (1) e) of the Civil Code.
4. Discounts on the price of goods provided to the buyer by the seller cannot be mutually combined. Only one discount can be applied to each of the buyer's orders.
5. The seller is authorised to sell the goods on the basis of a trade licence. Trade inspections are carried out by the locally competent trade licensing authority within the scope of its competence.
6. The Czech Trade Inspection Authority oversees compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended. A buyer, who is a consumer, may lodge a complaint with this supervisory authority in connection with the conclusion and performance of this contract. If a dispute that cannot be resolved by agreement arises between the seller and the buyer, who is a

consumer under this contract, the buyer may file a motion for the out-of-court settlement of the dispute before the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, with its registered office at Štěpánská 15, 120 00 Prague 2. email: adr@coi.cz, web: adr.coi.cz, which oversees compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

7. The Office for Personal Data Protection oversees the processing of personal data.

Art.9 Final Provisions

1. Any arrangements by email communication take precedence over the provisions of these Terms and Conditions.
2. Matters not covered by these Terms and Conditions and the concluded purchase contract between the seller and the buyer are governed by Act No. 89/2012 Coll., the Civil Code, as amended.
3. If the legal relationship arising from the concluded purchase contract contains an international (foreign) element, then the parties agree that it will be governed by Czech law. This is without prejudice to the consumer's rights arising from generally binding legal regulations.
4. If the legal relationship arising from the concluded purchase contract contains an international (foreign) element, then the parties agree on the jurisdiction of the Czech court as the adjudicating body for the settlement of disputes. This is without prejudice to the consumer's right enshrined in Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters (Brussels I).
5. The concluded purchase contract (email communication), including these Terms and Conditions, is archived by the seller in electronic form.