

## GENERAL TERMS AND CONDITIONS

These general terms and conditions (" **Terms** ") of Hooli sro, with its registered office at Jana Masaryka 364/23, Vinohrady, 120 00 Prague 2, Company ID : **07502087** , registered in the Commercial Register under file number **C 302054** kept by the **Municipal Court in Prague**, e-mail **info@position7.com**, telephone number **+420 777 663 355** (" **We** " or " **Seller** ") regulate, in accordance with the provisions of Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (" **Civil Code** "), the mutual rights and obligations of you, as buyers, and Us, as sellers, arising in connection with or on the basis of the purchase contract (" **Contract** ") concluded through the E-shop on the website **www.position7.com** .

All information about the processing of your personal data is contained in the Privacy Policy, which can be found **here [www.position7.com/privacy-policy/](http://www.position7.com/privacy-policy/)** .

The provisions of these Terms and Conditions are an integral part of the Contract. The Contract and the Terms and Conditions are drawn up in the Czech language. We may unilaterally change or supplement the text of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

As you are sure to know, we primarily communicate remotely. Therefore, our Contract also applies to the use of means of remote communication that allow us to reach an agreement without the simultaneous physical presence of Us and You, and the Contract is thus concluded remotely in the E-shop environment, via the website interface (" **E-shop web interface** ").

If any part of the Terms and Conditions contradicts what we have jointly agreed upon as part of your purchase process on Our E-shop, this specific agreement will take precedence over the Terms and Conditions.

### 1. SOME DEFINITIONS

- 1.1. **Price** is the financial amount you will pay for the Goods;
- 1.2. **The shipping price** is the financial amount you will pay for the delivery of the Goods, including the price for its packaging;
- 1.3. **The total price** is the sum of the Price and the Shipping Price;
- 1.4. **VAT** is a value added tax according to applicable legal regulations;
- 1.5. **Invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total Price;
- 1.6. **The Order** is your binding proposal to conclude a Contract for the purchase of Goods with Us;
- 1.7. **A user account** is an account established on the basis of the data provided by you, which allows for the storage of the entered data and the history of ordered Goods and concluded Contracts;
- 1.8. **You** are the person shopping on Our E-shop, legally referred to as the buyer;
- 1.9. **Goods** are everything you can buy in the E-shop.

### 2. GENERAL PROVISIONS AND INSTRUCTIONS

- 2.1. The purchase of Goods is only possible via the E-shop web interface.

- 2.2. When purchasing Goods, it is Your obligation to provide Us with all information correctly and truthfully. We will therefore consider the information You have provided Us with the Order to be correct and truthful.
- 2.3. We also provide access to reviews of the Goods made by other consumers on our E-shop. We ensure and check the authenticity of such reviews by linking the reviews to specific orders, so in the internal system we also see the linked order ID for each review, so we are able to verify and prove that the review comes from a real consumer.

### **3. CONCLUSION OF THE CONTRACT**

- 3.1. The contract with Us can be concluded in Czech or English. In the event of a discrepancy in translation, the Czech version of the terms and conditions shall apply.
- 3.2. The Contract is concluded remotely via the E-shop, and the costs of using remote communication means are borne by you. However, these costs do not differ in any way from the basic rate that you pay for using these means (i.e. in particular for internet access), so you do not have to expect any additional costs charged by Us beyond the Total Price. By submitting the Order, you agree that we use remote communication means.
- 3.3. In order for us to conclude the Contract, you must create an Order in the E-shop. This proposal must include the following information:
  - a) Information about the purchased Goods (in the E-shop, you mark the Goods you are interested in purchasing by clicking the " add to cart " button);
  - b) Information about the Price, Shipping Price, method of payment of the Total Price and the requested method of delivery of the Goods; this information will be entered when creating an Order within the user environment of the E-shop, while information about the Price, Shipping Price and Total Price will be provided automatically based on the Goods you have selected, the method of delivery and payment;
  - c) Your identification and contact details used to deliver the Goods, in particular your name, surname, delivery address, telephone number and e-mail address.
- 3.4. During the creation of the Order, the data can be changed and checked until it is completed. After checking by pressing the " order " button with commitment to pay " You will complete the order. Before pressing the button, you must confirm your familiarity with and agreement to these Terms and Conditions, otherwise it will not be possible to complete the order. The check box is used for confirmation and agreement. After pressing the " order with commitment to pay " all completed information will be sent directly to Us.
- 3.5. We will confirm your Order to you as soon as possible after it is delivered to Us by a message sent to your e-mail address specified in the Order. The confirmation will include a summary of the Order and these Terms and Conditions as an attachment to the e-mail message. The Terms and Conditions in the version effective on the date of the Order, i.e. in the version attached as an attachment to the confirming e-mail message, form an integral part of the Contract. Confirmation of the Order concludes the Contract between Us and You.

- 3.6. There may also be cases where we will not be able to confirm your Order. This is especially the case when the Goods are not available or when you order a larger number of Goods than is allowed by us. However, we will always provide you with information about the maximum number of Goods in advance within the E-shop and it should therefore not be surprising to you. If there is any reason why we cannot confirm the Order, we will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In such a case, the Contract is concluded when you confirm Our offer.
- 3.7. In the event that an obviously incorrect Price is stated in the E-shop or in the Order, we are not obliged to deliver the Goods to you at this Price even if you have received confirmation of the Order and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to conclude a new Contract in an amended form compared to the Order. In such a case, the new Contract is concluded when you confirm Our offer. An obvious error in the Price is considered, for example, a situation where the Price does not correspond to the usual price at other sellers or a figure is missing or left out.
- 3.8. In the event that the Contract is concluded, you will be obligated to pay the Total Price.
- 3.9. If you have a User Account, you can place an Order through it. Even in this case, you are obliged to check the accuracy, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is identical to that of a buyer without a User Account, but the advantage is that you do not need to fill in your identification data repeatedly.
- 3.10. In some cases, we allow you to use a discount on the purchase of Goods. To provide a discount, you must fill in the details of this discount in the pre-specified field within the Order proposal. If you do so, the Goods will be provided to you at a discount.

#### **4. USER ACCOUNT**

- 4.1. Based on your registration in the E-shop, you can access your User Account.
- 4.2. When registering a User Account, you are obliged to provide all entered data correctly and truthfully and to update it if it changes.
- 4.3. Access to the User Account is secured by a username and password. It is your obligation to maintain confidentiality regarding these access details and not to provide them to anyone. We are not responsible for any misuse of these details.
- 4.4. The user account is personal, and you are therefore not authorized to allow third parties to use it.
- 4.5. your User Account, especially if you have not used it for more than **10 years** or if you breach your obligations under the Agreement.
- 4.6. The user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software equipment.

#### **5. PRICE AND PAYMENT TERMS, RESERVATION OF TITLE**

- 5.1. The price is always stated in the E-shop, in the Order proposal and of course in the Contract. In the event of a discrepancy between the Price stated for the Goods in the E-shop and the Price stated in the Order proposal, the Price stated in the Order proposal will apply, which will always be identical to the price in

the Contract. The Order proposal also states the Price for shipping, or the conditions under which shipping is free.

- 5.2. The total price is final, including fees stipulated by law.
- 5.3. We will request payment of the Total Price from you after the conclusion of the Contract and before the delivery of the Goods. You can pay the Total Price in the following ways:
  - a) By card online. In this case, payment is made via the Stripe payment gateway, and the payment is governed by the terms and conditions of this payment gateway, which are available at: <https://stripe.com/en-cz/legal/ssa>.
  - b) Via PayPal. In this case, payment is made via the PayPal payment gateway, and the payment is governed by the terms and conditions of this payment gateway, which are available at: <https://www.paypal.com/cz/webapps/mpp/pay-online>.
  - c) Cash on delivery
  - d) By transfer to ČSOB Bank account number: 337929966/0300, IBAN: CZ26 0300 0000 0003 3792 9966
- 5.4. The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address. The invoice will also be physically attached to the Goods and available in the User Account.
- 5.5. Ownership of the Goods shall only pass to You after You have paid the Total Price and taken delivery of the Goods. In the case of payment by bank transfer, the Total Price shall be paid by crediting it to Our account, in other cases it shall be paid at the time of payment.

## **6. DELIVERY OF GOODS, TRANSFER OF RISK OF DAMAGE TO THE GOODS**

- 6.1. The goods will be delivered to you within **14** days at the latest by the method of your choice, and you can choose from the following options:
  - a) Personal collection from the company's headquarters by prior arrangement;
  - b) Personal collection at the delivery points of the company Zásilkovna, Uloženska;
  - c) Delivery via transport companies Czech Post, PPL CZ, DHL, Zásilkovna;
- 6.2. The delivery time of the Goods always depends on their availability and on the chosen method of delivery and payment. The expected delivery time of the Goods will be communicated to you in the Order confirmation. The time specified in these Terms and Conditions is only indicative and may differ from the actual delivery time. In the case of personal collection at the establishment, we will always inform you about the possibility of collecting the Goods by e-mail.
- 6.3. After receiving the Goods from the carrier, it is your obligation to check the integrity of the packaging of the Goods and, in the event of any defects, immediately notify the carrier and Us. If there is a defect in the packaging that indicates unauthorized manipulation and entry into the shipment, it is not your obligation to receive the Goods from the carrier.

- 6.4. If, for reasons arising on your part, the Goods are delivered repeatedly or in a manner other than that agreed in the Contract, you are obliged to reimburse Us for the costs associated with this repeated delivery. We will send you the payment details for paying these costs to your e-mail address specified in the Contract and they are due 14 days from the delivery of the e-mail.
- 6.5. The risk of damage to the Goods passes to you at the moment you take over the Goods. In the event that you do not take over the Goods, except in cases pursuant to Article 6.3 of the Conditions, the risk of damage to the Goods passes to you at the moment you had the opportunity to take over the Goods, but for reasons on your part did not take over. The transfer of risk of damage to the Goods means that from that moment you bear all consequences associated with the loss, destruction, damage or any impairment of the Goods.
- 6.6. If the Goods were not listed as in stock in the E-shop and an approximate availability time was indicated, we will always inform you in the event of:
- a) extraordinary production outage of the Goods, whereby we will always inform you of the new expected availability time or information that it will not be possible to deliver the Goods;
  - b) delay in delivery of the Goods from Our supplier, and we will always inform you of the new expected delivery time.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

- 7.1. We guarantee that at the time of transfer of risk of damage to the Goods pursuant to Article 6.5 of the Conditions, the Goods are free from defects, in particular that the Goods:
- a) corresponds to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
  - b) it is suitable for the purpose for which you request it and to which we agree;
  - c) is delivered with agreed accessories and instructions for use, including assembly or installation instructions;
  - d) is suitable for the purpose for which Goods of this type are usually used;
  - e) in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, corresponds to the usual characteristics of Goods of the same type that you can reasonably expect, also taking into account public statements made by us or another person in the same contractual chain, in particular advertising or labeling;
  - f) is supplied with accessories, including packaging, assembly instructions and other instructions for use that you might reasonably expect; and
  - g) corresponds in quality or design to the sample or template provided to you before the conclusion of the contract.
- 7.2. Rights and obligations regarding rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 2099 to 2117 and Sections 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

- 7.3. In the event that the Goods have a defect, in particular if any of the conditions under Article 7.1, you can notify Us of such a defect and exercise your rights from defective performance (i.e. claim the Goods) by sending an e-mail. You can also use the sample form provided by Us for the claim, which forms Annex No. 1 to the Terms. When exercising your right from defective performance, you must choose how you want to resolve the defect, and you cannot subsequently change this choice without Our consent. We will handle the claim in accordance with the right from defective performance you have exercised.
- 7.4. If the Goods are defective, you have the following rights:
- a) to remedy the defect by delivering new, defect-free Goods, or by delivering the missing part of the Goods; or
  - b) to eliminate the defect by repairing the Goods,
- unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the other method, which will be assessed in particular with regard to the significance of the defect, the value that the Goods would have without the defect, and whether the defect can be removed by the other method without significant difficulties for you.
- 7.5. We are entitled to refuse to remove the defect if this is impossible or disproportionately expensive, especially with regard to the significance of the defect and the value that the Goods would have without the defect.
- 7.6. You also have the right to:
- a) a reasonable discount on the Price; or
  - b) withdrawal from the Treaty,
- if:
- a) we refuse to remove the defect or fail to remove it in accordance with legal regulations;
  - b) the defect appears repeatedly,
  - c) the defect is a material breach of the Contract; or
  - d) it is obvious from our statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you.
- 7.7. The right to withdraw from the Contract does not apply if the defect in the Goods is insignificant.
- 7.8. If you caused the defect in the Goods yourself, you do not have any rights arising from defective performance.
- 7.9. A defect in the Goods is not wear and tear of the Goods caused by its normal use or, in the case of used Goods, wear and tear corresponding to the extent of its previous use.
- 7.10. When you make a complaint, we will issue you a written confirmation stating:
- a) the date you made the claim;

- b) what is the content of the complaint;
  - c) what method of handling the complaint you require;
  - d) Your contact details for the purpose of providing information about the handling of the complaint.
- 7.11. Unless we agree on a longer period, we will eliminate the defects within 30 days of receiving the complaint and provide you with information about the complaint settlement at the contact details provided. If this period expires in vain, you may withdraw from the Contract or request a reasonable discount.
- 7.12. We will inform you by e-mail about the settlement of the complaint and issue you with a confirmation of the date and method of settlement of the complaint. If the complaint is justified, you are entitled to compensation for the costs reasonably incurred. You are obliged to prove these costs, e.g. with receipts or confirmations of the cost of transport. In the event that the defect has been eliminated by the delivery of new Goods, you are obliged to return the original Goods to Us, but the costs of this return will be borne by Us.
- 7.13. If you are an entrepreneur, it is your obligation to report and point out the defect without undue delay after you have been able to discover it, but no later than three days after receiving the Goods.
- 7.14. If you are a consumer, you have the right to exercise your rights from defective performance for a defect that occurs in consumer goods within 24 months of receipt of the goods.

## **8. WITHDRAWAL FROM THE CONTRACT**

- 8.1. Withdrawal from the Contract, i.e. termination of the contractual relationship between Us and You from its inception, may occur for the reasons and in the manner specified in this article, or in other provisions of the Terms and Conditions in which the possibility of withdrawal is expressly stated.
- 8.2. If you are a consumer, i.e. a person purchasing Goods outside the scope of your business activity, you have the right, in accordance with the provisions of Section 1829 of the Civil Code, to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract, or in the case of the purchase of goods, within fourteen days from the date of receipt of the goods. If we have concluded a Contract covering several items of Goods or the delivery of several parts of Goods, this period shall not begin until the date of delivery of the last item or part of the Goods, and if we have concluded a Contract on the basis of which we will deliver the Goods to you regularly and repeatedly, it shall begin on the date of delivery of the first delivery.
- 8.3. You may withdraw from the Contract in any demonstrable manner (in particular by sending an e-mail or letter to Our addresses listed in Our identification data). You may also use the sample form provided by Us, which forms Annex No. 2 to the Terms and Conditions, for withdrawal.
- 8.4. even as a consumer, you cannot withdraw from the Contract in cases where the subject of the Contract is the performance specified in Section 1837 of the Civil Code.
- 8.5. The withdrawal period pursuant to Article 8.2 of the Terms and Conditions is deemed to have been observed if you send Us a notification during that period that you are withdrawing from the Contract.

- 8.6. In the event of withdrawal from the Contract pursuant to Article 8.2 of the Terms and Conditions, you are obliged to send the Goods to Us within 14 days of withdrawal and you bear the costs associated with returning the Goods to Us. On the other hand, you are entitled to a refund of the Shipping Price, but only in the amount corresponding to the cheapest offered method of delivery of the Goods that we offered for the delivery of the Goods. In the event of withdrawal due to the fact that We breach the concluded Contract, we also cover the costs associated with returning the Goods to Us, but again only up to the amount of the Shipping Price in the amount corresponding to the cheapest offered method of delivery of the Goods that we offered for the delivery of the Goods.
- 8.7. In the event of withdrawal from the Contract, the Price will be refunded to you within 14 days from the effective date of withdrawal to the account from which it was credited, or to the account selected for withdrawal from the Contract. However, the amount will not be refunded before we receive the Goods, or you prove to Us that they have been sent back to Us. Please return the Goods to Us clean, if possible including the original packaging.
- 8.8. In the event of withdrawal from the Contract pursuant to Article 8.2 of the Terms and Conditions, however, you are liable to us for any reduction in the value of the Goods resulting from handling the Goods in a manner other than that necessary to enable you to become familiar with the nature, properties and functionality of the Goods, i.e. in the manner in which you would become familiar with the Goods in a brick-and-mortar store. If we have not yet refunded the Price to you, we are entitled to offset the claim for costs against your claim for the refund of the Price.
- 8.9. We are entitled to withdraw from the Contract at any time before we deliver the Goods to you if there are objective reasons why it is not possible to deliver the Goods (in particular reasons on the part of third parties or reasons arising from the nature of the Goods), including before the expiry of the period specified in Article 6.1 of the Conditions. We may also withdraw from the Contract if it is obvious that you have provided intentionally incorrect information in the Order. In the event that you purchase goods as part of your business activity, i.e. as an entrepreneur, we are entitled to withdraw from the Contract at any time, even without giving a reason.

## **9. CONSUMER DISPUTE RESOLUTION**

- 9.1. We are not bound by any codes of conduct in relation to buyers within the meaning of Section 1826, paragraph 1, letter e) of the Civil Code.
- 9.2. handle consumer complaints via the email address **info@position7.com** . Information about the complaint will be sent to the buyer's email address.
- 9.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, Company ID: 000 20 869, Internet address: <http://www.coi.cz> , is responsible for the out-of-court resolution of consumer disputes arising from the Contract . The online dispute resolution platform located at the Internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer , arising from a purchase contract concluded by electronic means.
- 9.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 796/44, 110 00 Prague 1, internet address: <http://www.evropskyspotřebitel.cz> , is the contact point pursuant to 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).

## **10. FINAL PROVISIONS**

- 10.1. If Our and Your legal relationship contains an international element (for example, we will ship goods outside the territory of the Czech Republic), the relationship will always be governed by the laws of the Czech Republic. However, if you are a consumer, your rights arising from legal regulations are not affected by this agreement.
- 10.2. We will deliver all written correspondence with you by electronic mail. Our e-mail address is listed in Our Identification Data. We will deliver correspondence to your e-mail address listed in the Agreement, in your User Account or through which you contacted us.
- 10.3. The Contract may only be amended by our written agreement. However, we are entitled to amend and supplement these Terms and Conditions, but this amendment will not affect Contracts already concluded, but only Contracts concluded after the effective date of this amendment.
- 10.4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational disruptions, subcontractor outages, etc.), we are not liable for damage caused as a result of or in connection with force majeure, and if the force majeure situation lasts for more than 10 days, both We and You have the right to withdraw from the Contract.
- 10.5. The Annex to the Terms and Conditions is a sample complaint form and a sample withdrawal form from the Contract.
- 10.6. The Agreement, including the Terms and Conditions, is archived in electronic form by Us, but is not accessible to You. However, You will always receive these Terms and Conditions and the Order confirmation with a summary of the Order by e-mail, and You will therefore always have access to the Agreement even without Our cooperation. We recommend that You always save the Order confirmation and the Terms and Conditions.
- 10.7. These Terms and Conditions shall enter into force **on 1.6.2024.**

## APPENDIX NO. 1 - CLAIM FORM

Recipient: [info@position7.com](mailto:info@position7.com)  
Hooli sro  
ID number: 07502087

### Filing a complaint

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Goods that are being complained about:	
Description of defects in the Goods:	
Suggested method for handling complaints:	

At the same time, I request a confirmation of the claim, stating when I exercised this right, what the claim is, what method of handling the claim I request, along with my contact details for the purpose of providing information about the claim handling.

Date:

Signature:

## ANNEX NO. 2 - FORM FOR WITHDRAWAL FROM THE CONTRACT

Recipient: [info@position7.com](mailto:info@position7.com)

Hooli sro

ID number: 07502087

**I hereby declare that I withdraw from the Contract:**

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Specifications of the Goods covered by the Contract:	
Method for returning the funds received, or providing the bank account number:	

If the buyer is a consumer, he has the right, if he ordered goods via the e-shop of **Hooli sro** (" **Company** ") or another means of distance communication, except for the cases specified in Section 1837 of Act No. 89/2012 Coll., the Civil Code, as amended, to withdraw from the already concluded purchase contract within 14 days from the date of conclusion of the contract, or if it concerns the purchase of goods, then within fourteen days from its receipt. In the case of a contract whose subject is several pieces of goods or the delivery of several parts of goods, this period begins to run only on the date of delivery of the last piece or part of the goods, and in the case of a contract on the basis of which the goods are to be delivered regularly and repeatedly, from the date of delivery of the first delivery.

The buyer shall notify the Company of this withdrawal in writing to the address of the Company's premises or electronically to the e-mail address specified on the sample form.

If the buyer, who is a consumer, withdraws from the purchase contract, he shall send or hand over to the Company the goods he received from it without undue delay, no later than 14 days from the withdrawal from the purchase contract.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company will return to him without undue delay, no later than 14 days from withdrawal from the purchase contract, all funds (purchase price of the delivered goods) including delivery costs that it received from him on the basis of the purchase contract, in the same way. If the buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Company, the Company will return to the buyer the costs of delivery of the goods only in the amount corresponding to the cheapest method of delivery offered. The Company is not obliged to return the received funds to the buyer before the goods are received back or before the buyer proves that he has sent the goods to the Company.

Date:

Signature: