

General Terms and Conditions

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1. General Provisions

1.1.

These General Terms and Conditions (hereinafter also referred to as the "GTC") apply to orders, deliveries and complaints relating to all goods and services supplied by UniMark CZ s.r.o., Trojanova 124, 272 01 Kladno, Company ID No.: 28252047, VAT ID No.: CZ28252047 (hereinafter the "Supplier" or "UniMark") to all natural and legal persons (hereinafter the "Buyer"). The Supplier operates the websites (hereinafter the "Websites"). Individual arrangements agreed between the Supplier and the Buyer shall prevail over these GTC. Unless otherwise stated below, contractual relationships shall be governed by the laws of the Czech Republic.

The Websites and the Supplier's offer are intended primarily for businesses. Where the Buyer is acting in the course of its business, the relationship shall be governed in particular by Act No. 89/2012 Coll., the Civil Code, as amended, and provisions intended exclusively for consumer protection shall not apply. If the Supplier accepts an order from a Consumer, mandatory consumer-protection provisions shall apply to that relationship; provisions of these GTC expressly intended for a Business Buyer shall not apply to a Consumer.

The provisions of these GTC form an integral part of the purchase agreement to the extent that they have been validly incorporated into the contractual relationship. The purchase agreement and these GTC are drawn up in Czech; the English version is provided for reference only. A purchase agreement may be concluded only in Czech or English.

1.2.

The Buyer is sufficiently informed of the GTC before placing an order on the Websites and has the opportunity to review them no later than before submitting the order. In the case of an order placed by telephone or electronically, in particular by e-mail, the Buyer is informed of the applicable GTC in the order confirmation, which contains a link to the Websites where the GTC are available. If an order is preceded by a quotation, proof, preview or other communication from the Supplier, a link to the GTC may already be included in such communication. In the case of a telephone or e-mail order, the purchase agreement is concluded in the manner set out in Article 2.5, unless Article 6.2

provides otherwise for custom-made products. The Supplier's order confirmation states that the order is accepted subject to these GTC. If the Buyer does not agree with the GTC, the Buyer must notify the Supplier without undue delay. This does not affect the time at which the purchase agreement is concluded under these GTC.

Where the Buyer is a Consumer, the Supplier shall provide the Consumer with the GTC and other information in text form on a durable medium to the extent and at the time required by applicable law.

1.3.

Definitions

- **Supplier:** UniMark CZ s.r.o., with its registered office at Trojanova 124, 272 01 Kladno, Company ID No.: 28252047, VAT ID No.: CZ28252047.
- **Buyer:** A natural or legal person who enters into a purchase agreement with the Supplier.
- **Business Buyer:** A Buyer who, when entering into and performing the agreement, acts in the course of its business or other similar gainful activity, or in the independent exercise of its profession.
- **Consumer:** A natural person who, outside the scope of their business activity or independent exercise of their profession, enters into an agreement with the Supplier or otherwise deals with the Supplier.
- **Goods:** Products and services offered by the Supplier through the Websites or otherwise in the course of the Supplier's business activities.
- **Websites:** The Supplier's websites at www.unimark.cz, www.unipresent.cz
- **GTC:** These General Terms and Conditions.

2. Proposal and Conclusion of the Purchase Agreement

2.1.

The Buyer agrees to the use of means of distance communication when entering into the purchase agreement. The Buyer bears any costs incurred in connection with entering into the purchase agreement (e.g. internet connection costs or telephone charges).

2.2.

An order for Goods created by the Buyer on the Supplier's Websites, or an order placed by telephone or electronically (e.g. by e-mail), constitutes a proposal to enter into a purchase agreement unless these GTC, a quotation or other communication between the parties provides otherwise. Prices of the Goods are valid at the time the order is placed. The Supplier reserves the right to make a subsequent adjustment if the Supplier's offer, including products in the e-shop, contains an obvious error in the price, quantity or other information concerning the Goods, or if the Goods are no longer manufactured, are unavailable or their specification has changed. In such a case, the Buyer shall receive a new order confirmation with amended terms or a new quotation, and the Buyer must expressly accept the proposed change. If the Buyer does not confirm acceptance within 5 business days, the Buyer shall be deemed not to have accepted the proposed change. If, as a result, the order cannot be fulfilled under the original terms, the Supplier may cancel the order if

the purchase agreement has not yet been concluded, or proceed in accordance with these GTC and applicable law if the purchase agreement has already been concluded. In such a case, the delivery period shall be extended by the time required for the Buyer to approve the new order confirmation or quotation.

2.3.

Where the Buyer is a Business Buyer, the Supplier may, after conclusion of the purchase agreement but before delivery of the Goods, reasonably adjust the agreed price if, after conclusion of the agreement, there is an objective increase, not caused by the Supplier, in costs directly related to performance, in particular as a result of changes in exchange rates, prices of raw materials, energy or transport, mandatory public-law charges or other similar inputs. The price increase may not exceed the demonstrable impact of such increased costs on the specific performance, and the Supplier shall inform the Buyer of the increase before delivery of the Goods. This provision does not apply to Consumers; the agreed price may be changed after conclusion of an agreement with a Consumer only in cases permitted by law or on the basis of a subsequent agreement between the parties.

2.4.

In the case of an e-shop order, the Buyer shall promptly receive confirmation of receipt of the order. The purchase agreement is concluded when this confirmation is sent by the Supplier, unless there is an obvious error in the price, quantity or description, or the Goods are unavailable; for custom-made products, Article 6.2 of these GTC shall apply in priority. An obvious error includes, in particular, an incorrect price that is manifestly disproportionate to the usual price or is clearly the result of a technical or typographical error. In such a case, the Buyer shall be informed no later than 48 hours after receipt of the order and shall be offered an amendment or cancellation of the order. Depending on the nature of the order, in particular the quantity of Goods, the purchase price or anticipated transport costs, the Supplier also reserves the right to request additional written confirmation of the order from the Buyer before the agreement is concluded; see Article 2.2.

2.5.

In the case of an order placed by telephone or e-mail, the Buyer's order constitutes a proposal to enter into a purchase agreement; mere receipt of the order by the Supplier does not conclude the purchase agreement. The purchase agreement is concluded at the moment when the Supplier sends the Buyer an order confirmation by e-mail, unless these GTC, in particular Article 6.2 for custom-made products, provide otherwise. Depending on the nature of the order, in particular the quantity of Goods, the purchase price, anticipated transport costs or other circumstances of the order, the Supplier is always entitled, before sending the order confirmation, to request additional written confirmation of the order or its terms from the Buyer (e.g. by e-mail); see Article 2.2. The order confirmation contains a link to the Supplier's current GTC and states that the order is accepted subject to these GTC. Once the order confirmation has been sent, no further confirmation, payment or other act by the Buyer is required for the purchase agreement to be concluded, unless the Supplier expressly requested additional confirmation under the preceding sentence before sending the order confirmation.

If the Supplier, on its own initiative, contacts a Consumer by telephone for the purpose of entering into an agreement, the special statutory regime applicable to such telephone offers shall apply; this

rule does not apply where the Consumer initiated the telephone contact for the purpose of placing an order.

2.6.

Goods presented on the Supplier's Websites do not constitute a proposal to enter into a purchase agreement. The proposal to enter into the purchase agreement is made by the Buyer by placing an order. The Supplier reserves the right to cancel an order for Goods marked "On request", "Not in stock" or "Custom-made product" if the Goods can no longer be supplied or replaced in another way, or if their price has changed significantly and the Buyer does not accept this before the purchase agreement is concluded. The Supplier shall inform the Buyer of this situation. If part or all of the order has already been paid, the relevant amount shall be returned to the Buyer no later than within 5 business days.

2.7.

All dispatch or delivery dates stated by the Supplier on the Websites, in the order confirmation, quotation or related communication are indicative unless a specific date is expressly agreed in writing as binding. The Supplier shall make reasonable efforts to meet such dates and shall not be liable for delays caused by circumstances beyond its reasonable control, in particular transport problems, force majeure, unavailability of raw materials or delays by third parties.

Where the Buyer is a Business Buyer and the Supplier fails to meet the original estimated dispatch date, the Supplier shall provide a new estimated date. The Buyer may give the Supplier written notice requiring delivery and grant an additional period of 10 business days. During this additional period, the Supplier is entitled to complete and deliver the performance. If the Supplier fails to deliver even within this additional period, the Buyer may withdraw from the agreement in respect of the part of the performance not yet fulfilled. If, before the notice of withdrawal is delivered, a separable part of the order has demonstrably been completed or part of the Goods has already been handed over to the carrier, the Business Buyer is obliged to accept and pay for that part, unless otherwise agreed in writing.

To the extent permitted by law, the Supplier shall not be liable to a Business Buyer for indirect or consequential loss or loss of profit arising solely from failure to meet an indicative date. This does not affect rights that cannot be contractually excluded or limited. Where the Buyer is a Consumer, the Consumer's rights in the event of the Supplier's delay shall be governed by mandatory provisions of applicable law.

2.8.

Information in an already issued tax document (invoice) cannot be changed. Any correction shall be made by means of a corrective tax document. Information in an order confirmation may be changed if the customer has not yet received the Goods and no tax document (invoice) has been issued.

2.9.

Any terms and conditions of the Buyer sent with an order or in related communication are not accepted by the Supplier and shall not apply to the contractual relationship unless the Supplier expressly agrees to their application in writing. Individual arrangements between the parties that have been agreed in writing or electronically in connection with a specific order shall prevail over these GTC in the event of a conflict.

3. Buyer's Obligations

3.1.

To pay the price in accordance with the following Article of these GTC and the price of all agreed services provided by the Supplier that are directly related to performance under these GTC.

3.2.

To duly accept the ordered Goods or services.

3.3.

The Buyer undertakes to properly protect against misuse all information obtained in the performance of these GTC and further undertakes not to disclose to third parties any information whose disclosure could harm the Supplier in competition.

3.4.

Not to act in the name of the Supplier or, without the Supplier's express consent, to present itself as being backed by the Supplier, including, for example, in connection with further resale to third parties.

3.5.

The Buyer may not copy any software, drawings, specifications, know-how or other information of the Supplier without the Supplier's written permission. The Buyer shall maintain strict confidentiality regarding all information and know-how obtained from the Supplier and shall not disclose them to third parties without the Supplier's prior written consent. The Buyer may not use such information and know-how in any manner other than as expressly provided in writing under the agreement to which these GTC apply.

3.6.

The Buyer may not copy any drawings, software, templates, tools, etc., even if made in cooperation with or for the Buyer, nor products made using them, without the Supplier's prior written consent, nor use them in any manner other than as expressly provided in writing under the agreement to which these GTC apply. Any templates, tools, etc. shall remain the property of the Supplier even if they were made on the basis of the Buyer's order and/or the manufacturing costs were charged to the Buyer. If any intellectual property rights arise during performance of the agreement to which these GTC apply, all such rights shall belong to the Supplier and the Buyer shall transfer them to the Supplier to the extent necessary.

3.7.

The Buyer shall indemnify the Supplier against all third-party claims arising from infringement of intellectual property rights in connection with the manufacture, supply or use of a product or service supplied or provided according to the Buyer's specifications. This indemnity also applies if the Supplier modifies an existing item or work at the Buyer's instruction.

3.8.

Protection of Intellectual Property

3.8.1 All intellectual property rights, including copyrights, patents, trademarks, designs and know-how relating to the Supplier's products and services, shall remain the exclusive property of the Supplier.

3.8.2 The Buyer is not entitled to use, reproduce, distribute or otherwise exploit the Supplier's intellectual property rights without the Supplier's prior written consent.

3.8.3 Any unauthorised use of the Supplier's intellectual property rights shall be considered a serious breach of these GTC and may result in legal action against the Buyer. The Buyer undertakes to inform the Supplier of any unauthorised use of intellectual property rights without undue delay.

3.9.

Cross-border B2B supplies and extended producer responsibility obligations

Where the Goods are supplied outside the territory of the Czech Republic, the Supplier supplies the Goods exclusively to Buyers who purchase them in the course of their business activities for the purpose of further making them available on the market to third parties, in particular by resale, supply or free distribution in the course of commercial or business activities, and not as end users of the Goods.

By entering into the purchase agreement, the Buyer expressly declares that it will further make the Goods available on the market to third parties and that, in relation to the supplied Goods, it does not act as an end user, unless applicable law provides otherwise.

The Buyer is obliged to duly comply with all obligations imposed on it in connection with the subsequent making available of the Goods on the market by the laws and regulations of the country or countries in which it further makes the Goods available on the market. This includes, in particular, obligations relating to extended producer responsibility (EPR), registration, record-keeping, reporting, take-back and applicable fees relating in particular to packaging, electrical and electronic equipment, batteries and accumulators and other products subject to similar schemes, insofar as such obligations apply to the Buyer under applicable law in its capacity as a producer, manufacturer, importer, distributor or other obligated person.

If the Buyer does not meet the conditions set out in this Article, in particular if it purchases the Goods as their end user, the Buyer is obliged to inform the Supplier thereof in writing before entering into the purchase agreement. The Supplier is entitled to refuse such an order or make its acceptance subject to an individual agreement.

The Buyer is responsible for the accuracy and completeness of its declaration under this Article and, at the Supplier's request, shall provide reasonable documentation demonstrating the manner in which the Goods are further made available on the market or compliance with the applicable registration or other statutory obligations. If the Supplier incurs additional costs or other financial loss as a result of a false or incomplete declaration by the Buyer, the Buyer shall reimburse the Supplier for such costs or loss to the extent permitted by applicable law. This is without prejudice to any obligations imposed directly on the Supplier by mandatory provisions of applicable law.

4. Transport and Delivery of Goods, Risk of Damage to Goods

4.1.

The Supplier undertakes to arrange transport of the Goods to the Buyer under the pricing conditions specified in the price list on the Websites, unless otherwise agreed.

4.2.

Delivery is completed when the Supplier's representative or driver hands over the Goods to the Buyer's authorised representative at the place of performance specified in the order. In the case of graphic works, delivery is completed upon delivery of the approved and corrected graphics electronically or on an optical medium. In this case, the Buyer is obliged to raise objections to the delivered graphics within 2 business days. If no objections are raised, delivery of the graphics shall be deemed completed and the Supplier is entitled to invoice in accordance with the order. If the Buyer is unable to physically take delivery at the specified place of performance, the Supplier shall attempt to contact the Buyer to agree an alternative time or place of delivery. If delivery cannot be completed even after repeated attempts, the Goods shall be returned to the Supplier's warehouse and the Buyer shall bear the costs of repeated transport.

4.3.

Where the Buyer is a Business Buyer, the Buyer is obliged, to the extent reasonably possible, to inspect the Goods upon receipt, in particular their type, quantity, apparent condition of the shipment and apparent defects, and to notify the Supplier of any apparent deficiencies without undue delay, no later than within 24 hours of receipt. In the case of late notification, the Supplier is entitled to raise the defence of late notification of a defect to the extent permitted by law. If the Buyer discovers transport damage to the shipment, the Buyer must notify the carrier without undue delay, where possible record a reservation in the transport document, and provide the Supplier with available documentation, in particular photographs or a damage report.

Where the Buyer is a Consumer, the preceding 24-hour period is not a forfeiture period and does not in any way limit the Consumer's statutory rights arising from defective performance.

4.4.

By accepting the shipment without reservation, the Buyer confirms that, at the time of acceptance, there was no apparent mechanical damage to the outer packaging that could have been detected during an ordinary inspection. This does not affect rights arising from defects that could not be detected upon acceptance or any mandatory rights of a Consumer.

4.5.

In the case of a cash-on-delivery transaction, the Supplier's representative or carrier is entitled to accept cash payment for the Goods from the Buyer's representative. A receipt for such payment shall be issued.

4.6.

The place of performance is the place where the Buyer takes delivery of the Goods from the carrier.

4.7.

The risk of damage to the Goods passes to the Buyer upon acceptance of the Goods by the Buyer or its representative or, if the Buyer is in delay with acceptance, upon notification of the place where the Goods have been stored. From that moment, the Buyer is obliged to protect the delivered Goods against damage or theft.

5.Payment Terms and Price of Goods

5.1.

The price of the Goods is stated for each product on the Websites, including any quantity discounts and transport charges.

5.2.

The price of a specific order is based on the price stated on the Websites, in a quotation or in other commercial communication from the Supplier, depending on how the order was arranged. The applicable price is confirmed to the Buyer by the Supplier in the order confirmation sent by e-mail (see Article 2 of the GTC), or, for custom-made products, in the quotation, proof or preview approved by the Buyer pursuant to Article 6.2 of the GTC. If a price change is required before the agreement is concluded, the Supplier shall send the Buyer an amended quotation or other amended terms for approval; the changed price becomes binding only in accordance with the procedure under Article 2 or Article 6 of these GTC. Article 2.3 for Business Buyers remains unaffected.

5.3.

The parties may agree individual contractual prices for specific business cases. In such a case, a written quotation shall be prepared for the Buyer or sent by e-mail before the order is placed. By subsequently placing the order in writing or by e-mail, the Buyer confirms acceptance of the individual price calculation / quotation.

5.4.

The Supplier's right to payment of the purchase price arises upon the Buyer's acceptance of the Goods or services. In addition, the Supplier's right to payment arises upon conclusion of a purchase agreement concerning any custom-made products which, as a result of modification or specific manufacture, cannot be sold to another party, as well as all graphic services. The Buyer acquires title to the Goods or graphics only upon full payment of the purchase price.

5.5.

The Supplier shall issue the Buyer an invoice / tax document for the supplied Goods or services with a due date of 14 days, unless otherwise agreed.

5.6.

The Supplier is entitled to request an advance payment of up to 100% of the order value before delivery. If an advance payment is required, the Supplier shall issue an advance payment document specifying the due date. After receipt of the advance payment, the Supplier shall issue a tax document for the payment received if required by law. Following delivery of the Goods, the advance payment received shall be taken into account in the final settlement. If an advance payment is required, the delivery period shall be extended by the period during which the Buyer is in delay with its payment.

5.7.

The due date means the date on which the invoiced amount is credited to the Supplier's account or paid directly in cash at the Supplier's cash desk.

5.8.

Consequences of Late Payment

5.8.1

If the Buyer is in delay with payment of the purchase price, the Supplier is entitled to make any further sales to the Buyer only against cash payment or on the basis of a pro forma invoice / advance payment.

5.8.2

Where the Buyer is a Business Buyer, by placing an order it confirms that it is able to duly and timely meet its monetary obligations arising from the order. If it reasonably believes that it will not be able to pay the purchase price within the agreed period, it is obliged to take this into account before ordering and not to order the Goods without prior agreement with the Supplier.

5.8.3

If a Business Buyer is in delay with payment of the purchase price for Goods that remain the property of the Supplier pursuant to Article 5.4, the Supplier is entitled to demand their return and the Buyer is obliged to permit their release and collection by the Supplier in accordance with applicable law. Upon taking the Goods back, the Supplier shall issue an appropriate credit note or other accounting document. The Buyer shall pay the Supplier a cancellation fee equal to 50% of the price of the Goods taken back. If the Goods are not in the same condition and quality as when accepted by the Buyer, the cancellation fee may amount to up to 100% of their price. In the case of custom-made products and products with printing, the cancellation fee may amount to up to 100% of the price. The Buyer shall also reimburse all reasonably incurred ancillary costs connected with taking the Goods back, storage, transport or securing the receivable and shall compensate any damage to the Goods. The Supplier's liability for damage arising in connection with taking the Goods back is excluded to the fullest extent permitted by law; this does not affect cases in which liability cannot be excluded or limited in advance.

5.8.4

Where the Buyer is a Business Buyer, in the event of delay in payment of the purchase price for Goods or services, the Buyer is obliged to pay the Supplier contractual default interest at the rate of 0.07% of the outstanding amount for each day of delay. Contractual default interest is due within 10 days after delivery of the Supplier's demand for payment. This does not affect the Supplier's right to compensation for damage to the extent permitted by law. Where the Buyer is a Consumer, default interest shall apply only to the extent permitted by mandatory provisions of applicable law.

6. Printed Products

6.1.

If the Supplier receives an order for products intended to be printed for the Buyer (hereinafter "printed products"), the Buyer is obliged to provide directly reproducible material of a quality that, in the Supplier's reasonable opinion, is sufficient.

6.2.

For custom-made products, such as products with printing, the purchase agreement is concluded at the moment when the Buyer approves the proof or preview sent by the Supplier. The proof or preview may contain a quotation instead of an order confirmation. If a link to the Supplier's current GTC has not already been provided to the Buyer in connection with the relevant order, a link to the GTC shall be included in the proof, preview or related communication before approval. By approving the proof or preview, a binding order is created and the Buyer simultaneously agrees to

the price and other terms stated in the proof, preview, quotation or related communication; an order confirmation shall subsequently be sent to the Buyer. A proof, preview or quotation submitted to the Buyer for approval may contain proposed changes to the price resulting from the selected printing technology, number of print colours, quantity or other specifications. By approving the proof or preview, the Buyer agrees to these terms, including any price changes, and the purchase agreement is thereby concluded.

6.3.

The Supplier shall send the Buyer a graphic proof of the printed products (hereinafter the “proof”) for approval no later than within 2 business days after receipt of the order. The Buyer is obliged to approve or reject the proof within 5 business days after receipt. If the Buyer neither approves nor rejects the proof within this period, the Supplier is entitled to cancel the order. Products are not reserved merely by placing an order until the proof has been approved by the Buyer.

6.4.

Where the Buyer is a Business Buyer, reasonable manufacturing deviations of printed products from the approved proof that correspond to the nature of the material used and the manufacturing technology, in particular minor deviations in shade, placement or dimensions of the print, shall not be considered defects. Where a colour shade or print dimension has been approved in the proof, the final parameters may reasonably differ as a result of the technology and material used; unless otherwise individually agreed, a dimensional deviation of up to $\pm 5\%$ and an ordinary technological colour variation shall be considered acceptable. In the case of a Consumer, this provision applies only to the extent that it does not limit the Consumer’s mandatory rights to conformity of the Goods with the agreement.

6.5.

If a delivery period has been agreed between the Supplier and the Buyer, that period shall be extended by the time between sending the proof and its approval by the Buyer.

6.6.

If, during production or preparation for production, the Supplier identifies a technical or other obstacle that objectively prevents performance of a specific part of the order in accordance with the approved proof, the Supplier shall inform the Buyer without undue delay and, where possible, offer an alternative solution preserving as much of the original specification as possible. If the Buyer does not agree with the proposed solution, the Buyer may withdraw from the agreement in respect of the objectively unfeasible part of the order. In such a case, the Supplier shall refund payments received for that unfeasible part within 10 business days after receipt of the Buyer’s written notice, unless a shorter period is required by law.

Where the Buyer is a Business Buyer, to the fullest extent permitted by law the Supplier shall not be liable for indirect or consequential loss or loss of profit arising solely from the objective impossibility of carrying out that part of the order. This does not affect cases in which liability cannot be contractually excluded or limited, in particular loss caused intentionally or by gross negligence.

6.7.

All costs related to work on printed products carried out by the Supplier shall be invoiced to the Buyer separately unless otherwise agreed in writing.

6.8.

Where the Buyer is a Business Buyer, the Supplier is entitled to deliver up to 5% fewer printed products than stated in the order and invoice only the quantity actually delivered, unless otherwise individually agreed. In the case of a Consumer, this provision shall apply only if such a quantity range was expressly agreed in advance in accordance with applicable law.

6.9.

If the Supplier fails to send the proof within 2 business days, the Buyer is entitled to cancel the order without any right to compensation for any costs, loss of profit or other damage.

6.10.

Individual arrangements set out in a quotation, proof, preview or related written or electronic communication and accepted by the Buyer form part of the specific order. In the event of a conflict, such specific, later or special arrangements shall prevail over the general provisions of these GTC to the extent of the conflict; the remaining provisions of the GTC remain unaffected.

7. Warranty and Liability for Defects

7.1.

Where the Buyer is a Business Buyer, the Supplier is liable for defects in the Goods in accordance with the agreed characteristics, these GTC and the applicable provisions of the Czech Civil Code governing sale, in particular Sections 2099 et seq. Where the Buyer is a Consumer, the Supplier is liable for defects and conformity of the Goods with the agreement under the mandatory provisions of the Czech Civil Code governing the sale of goods to Consumers, in particular Sections 2158 et seq.

7.2.

Where the Buyer is a Business Buyer, the Buyer is obliged, to the extent reasonably possible, to inspect the Goods as soon as possible after the risk of damage passes and to verify their characteristics and quantity. Apparent defects and quantity discrepancies must be notified to the Supplier without undue delay, no later than within 24 hours of receipt; hidden defects must be notified without undue delay after discovery. In the event of late notification, the Supplier is entitled to raise any statutory defence based on late notification of the defect.

Where the Buyer is a Consumer, neither the 24-hour period nor any other contractual notification period under this Article limits the Consumer's statutory rights arising from defective performance.

7.3.

The Buyer has no right arising from a defect caused by the Buyer and, in cases provided by law, no right arising from a defect of which the Buyer was aware when entering into the agreement or which the Buyer should have recognised in the circumstances. In the case of a Consumer, this provision applies only to the extent permitted by mandatory law.

7.4.

Normal wear and tear corresponding to ordinary use of the Goods, damage resulting from improper use, inappropriate maintenance or storage, or a characteristic of the Goods that corresponds to their nature and was known to the Buyer in advance shall not be considered a defect. Mandatory rights of a Consumer remain unaffected.

7.5.

Where the Buyer is a Business Buyer, due to ordinary manufacturing and material tolerances the characteristics of the delivery may deviate from the agreed parameters to a reasonable extent, but by no more than $\pm 5\%$ in relation to weight, dimensions, concentration, composition or similar measurable parameters, provided that such deviation does not materially restrict the usual or agreed purpose of the Goods and no more precise tolerance was individually agreed. In the case of a Consumer, this provision applies only to the extent that it does not limit the Consumer's statutory rights to conformity of the Goods with the agreement.

7.6.

Where the Buyer is a Business Buyer, the Supplier is entitled, in the case of custom-made products and products with printing, to deliver up to 5% fewer units than stated in the order and invoice only the quantity actually delivered, unless otherwise individually agreed. In the case of a Consumer, a different quantity may be delivered only to the extent expressly agreed in advance and permitted by law.

7.7.

Samples, models, illustrations and visual materials serve as an indicative representation of the Goods unless they have been expressly agreed as a binding sample or characteristic of the specific delivery. This does not affect expressly agreed characteristics of the Goods or mandatory rights of a Consumer arising from public statements, descriptions or other information that, under applicable law, form part of the requirements for conformity of the Goods with the agreement.

7.8.

Where the Buyer is a Business Buyer, a complaint shall be made in writing or by e-mail and shall state at least the identification of the order or invoice, the type of Goods, the quantity complained of and a description of the defect. To the extent possible and appropriate, the Buyer shall attach photographs, the label from the packaging or a sample of the defective Goods. A complaint may be made at the Supplier's registered office or using the current contact details stated on the Websites.

Where the Buyer is a Consumer, a complaint may be made in the manner and at the places provided by law; the absence of packaging, a label or another document that is not necessary to prove the claim does not in itself result in loss of the Consumer's statutory rights.

7.9.

Making a complaint does not in itself release a Business Buyer from the obligation to pay the undisputed part of the purchase price within the agreed period. A Business Buyer is entitled to withhold only such part of the unpaid purchase price as applicable law permits to be withheld in view of the defect claimed. Where the Buyer is a Consumer, the Consumer's right to withhold the unpaid purchase price or part thereof is governed by mandatory provisions of applicable law.

7.10.

Mechanical or chemical damage, damage caused by improper installation, incorrect use, inappropriate storage, failure to follow instructions or other acts of the Buyer or a third party shall not be considered a defect for which the Supplier is liable if there is a causal link between such conduct and the damage. Rights that cannot be contractually limited remain unaffected.

7.11.

If a complaint by a Business Buyer is justified, the Supplier is entitled, depending on the nature of the defect and within the limits of applicable law, to choose an appropriate remedy, in particular repair, replacement of defective Goods, delivery of missing quantity, a reasonable discount or refund of the price of the defective item. If the Supplier refunds the purchase price of Goods, the Buyer is obliged to return the defective Goods where their nature permits.

Where the Buyer is a Consumer, the Consumer's choice and order of remedies for defective performance are governed by the mandatory provisions of the Czech Civil Code; this provision does not limit the Consumer's statutory rights.

7.12.

Where the Buyer is a Business Buyer, the Supplier is liable for financial loss to the extent provided by applicable law and these GTC. To the fullest extent permitted by law, the Supplier's liability for indirect or consequential loss and loss of profit is excluded. The Supplier is not liable for damage caused by improper handling, installation, storage or use of the Goods by the Buyer or a third party. No provision of these GTC excludes or limits liability that cannot be excluded or limited in advance under applicable law, in particular liability for loss caused intentionally or by gross negligence.

In the case of a Consumer, the Supplier's liability is governed by mandatory provisions of applicable law.

7.13.

Where the Buyer is a Business Buyer, the Buyer undertakes to reimburse the Supplier for reasonably incurred costs and loss arising from third-party claims if such claims directly result from materials, specifications, instructions or content supplied by the Buyer, unauthorised use of rights, subsequent resale or other acts or omissions of the Buyer for which the Supplier is not responsible. This provision does not apply to claims caused by a breach of duty or fault on the part of the Supplier.

7.14.

Where the Buyer is a Business Buyer, a contractual guarantee of quality is provided only if it is expressly provided for the specific Goods by the Supplier, manufacturer or importer and only to the extent of the terms of such guarantee. The Business Buyer's statutory rights arising from defective performance remain unaffected.

Where the Buyer is a Consumer, the Consumer's statutory rights arising from defective performance, including the right to raise a defect that becomes apparent within the statutory period, are not replaced or limited by a contractual guarantee. Any guarantee of quality is an additional right alongside those statutory rights.

7.15.

Complaint Procedure

7.15.1 Where the Buyer is a Business Buyer, the complaint shall be made in the manner specified in Article 7.8. The Supplier may request reasonable additional documentation necessary to assess the defect.

7.15.2 A Business Buyer is obliged to notify a hidden defect without undue delay after discovery; apparent defects and quantity discrepancies shall be notified pursuant to Article 7.2. In the event of late notification, the Supplier is entitled to raise the applicable statutory defences.

7.15.3 The Supplier shall normally confirm receipt of a complaint from a Business Buyer within 2 business days and inform the Buyer of the next steps. Where the Buyer is a Consumer, the Supplier shall issue the Consumer with confirmation of the complaint containing the particulars required by law.

7.15.4 The Supplier shall handle a complaint from a Business Buyer within a reasonable period having regard to the nature of the defect, normally within 30 days unless otherwise agreed. A Consumer complaint, including removal of the defect, shall be handled no later than within the statutory period unless a longer period is agreed with the Consumer.

7.15.5 The Buyer is obliged to allow the Supplier to assess the Goods complained of and, depending on the nature of the Goods, to hand them over together with any necessary accessories. The Goods should be in a reasonably clean condition allowing safe assessment of the defect. The Supplier may refuse to accept only Goods whose condition objectively prevents safe handling or assessment, until that obstacle has been removed; mandatory rights of a Consumer remain unaffected.

7.15.6 Replacement Goods for the duration of a complaint procedure are provided by the Supplier only on the basis of an individual agreement with the Buyer.

8. Withdrawal from the Agreement

8.1.

Where the Buyer is a Business Buyer, the Buyer has no statutory right to withdraw from the agreement without giving a reason under provisions intended for Consumers. However, the Supplier voluntarily allows a Business Buyer to return ordinary Goods that have not been custom-modified within 14 days after receipt, provided that the Goods are complete, unused, in unopened packaging or other packaging suitable for further sale, and constitute a complete sales unit. If the packaging is incomplete, less than a complete sales unit was ordered, or the Goods are custom-made, the Supplier is not obliged to accept the return. Information on the number of units in a package is stated for the relevant product under “Packaging Details” or “Parameters”. For such a voluntary return, the Supplier may charge a restocking fee of up to 20% of the price of the returned Goods, and the Business Buyer bears the transport costs and other reasonably incurred costs associated with the return, in particular return to a foreign warehouse. Upon request, the Supplier shall state the expected fee for the specific shipment.

Where the Buyer is a Consumer and the agreement was concluded at a distance or away from business premises, the Consumer has the right to withdraw from the agreement without giving a reason within the statutory period, provided that the statutory conditions are met and none of the exceptions set out in Article 8.2 or applicable law applies.

8.2.

A Consumer has no right to withdraw from the agreement in the cases specified in Section 1837 of the Czech Civil Code. In relation to the Supplier's assortment, this includes in particular an agreement for the supply of Goods manufactured according to the Consumer's requirements or adapted to the Consumer's personal needs, typically products with individual printing, engraving, embroidery or other custom modification; Goods that are liable to deteriorate rapidly or have a short shelf life; and Goods in sealed packaging that the Consumer has removed from the packaging and that cannot be returned for hygiene reasons. Additional statutory exceptions apply to services or digital content where relevant to the specific order.

8.3.

A Business Buyer returns the Goods to the Supplier at its own expense. A Consumer bears the direct costs of returning Goods following withdrawal without giving a reason only if and to the extent that such obligation is imposed by applicable law and the Consumer has been duly informed thereof. This does not affect rights arising from a justified complaint concerning defective Goods.

8.4.

A Business Buyer making use of the voluntary return option under Article 8.1 is obliged to return the Goods complete, in the original or other appropriate packaging and in a condition suitable for further sale. If the returned Goods are damaged, worn, incomplete or otherwise diminished in value, the Supplier is entitled to set off against the Business Buyer an appropriate amount corresponding to the damage or reduction in value.

When withdrawing from an agreement, a Consumer is liable only for any reduction in the value of the Goods resulting from handling the Goods beyond what was necessary to become familiar with their nature, characteristics and functionality; the Consumer is not obliged to return the Goods in their original packaging unless applicable law provides otherwise for the specific Goods.

8.5.

In the case of a voluntary return of Goods by a Business Buyer under Article 8.1, the Supplier is not obliged to refund the original transport costs, handling fees, storage charges or other costs associated with the original delivery or subsequent restocking, unless otherwise agreed by the parties.

8.6.

If a Consumer validly withdraws from an agreement without giving a reason, the Supplier shall refund, without undue delay and no later than within the statutory period, all funds received under the agreement, including delivery costs to the extent required by law. If the Consumer selected a method of delivery other than the least expensive method offered by the Supplier, the Supplier shall refund delivery costs only up to the amount corresponding to the least expensive offered method. The Supplier is entitled to withhold the refund until it has received the Goods or until the Consumer proves that the Goods have been sent back, whichever occurs first, unless applicable law provides otherwise.

8.7.

If a gift is provided to the Buyer together with the Goods, the gift agreement between the Supplier and the Buyer is concluded subject to the resolutive condition that, if the Buyer withdraws from the

purchase agreement, the gift agreement relating to that gift ceases to have effect and the Buyer is obliged to return the gift to the Supplier together with the Goods.

8.8.

Before the purchase agreement is concluded, the Supplier is entitled to reject or cancel an order in particular if the Goods are no longer manufactured or supplied, are objectively unavailable, there is an obvious error in the price or description, or the terms of performance have materially changed and the Buyer does not accept the proposed change. If the purchase agreement has already been concluded, the Supplier may withdraw from or terminate the agreement only in cases provided by these GTC or applicable law. Where the Buyer is a Consumer, this provision applies only to the extent permitted by mandatory law. If part or all of the purchase price has already been paid and the order or agreement is validly cancelled or terminated, the Supplier shall refund the relevant amount without undue delay and no later than within the statutory or agreed period.

8.9.

Where the Buyer is a Business Buyer, the Buyer may cancel an order only until the Goods are dispatched and only if the Goods are not covered by Article 8.10, unless otherwise agreed in writing with the Supplier. Statutory rights of a Consumer remain unaffected.

8.10.

Where the Buyer is a Business Buyer, the Buyer is not entitled to unilaterally cancel custom-made production, including in particular printing, product printing, engraving, embroidery, specific manufacture or modification of products, graphic services or other Goods ordered on a custom basis, once steps toward manufacture or delivery have commenced. Cancellation is then possible only by agreement with the Supplier and subject to payment of the costs incurred to date and, where applicable, any other agreed amount.

Where the Buyer is a Consumer, the Consumer's statutory right of withdrawal does not apply in particular to Goods manufactured according to the Consumer's requirements or adapted to the Consumer's personal needs, in accordance with Article 8.2 and Section 1837 of the Czech Civil Code.

9. Product Recall and Withdrawal

9.1.

The Buyer undertakes to provide the Supplier with all necessary cooperation if the Supplier decides, for any reason, to recall or withdraw sold products from the market or issue a warning to Buyers and/or end users in connection with such products (hereinafter "recall/withdrawal"). For example, if a specific batch of USB flash drives is found to contain a manufacturing defect, the Buyer agrees to cooperate with the recall/withdrawal by ceasing their sale, informing its customers and returning the defective products to the Supplier.

9.2.

At the Supplier's request, the Buyer is obliged to return and sell back to the Supplier all products held in stock in exchange for reimbursement of the invoiced price if the Supplier decides on a recall/withdrawal.

9.3.

The Buyer is obliged to provide the Supplier in a timely manner with all information necessary for the Supplier to warn Buyers and/or end users about the recall/withdrawal without delay.

9.4.

The Buyer is obliged to organise its business activities so as to ensure, to the extent required by applicable law, traceability of the supplied products and effective cooperation in the event of a product recall, withdrawal or other safety measure. In the case of further distribution, the Buyer shall comply in particular with directly applicable Regulation (EU) 2023/988 of the European Parliament and of the Council on general product safety (GPSR) and any other legislation applicable to the specific product. To the extent required by law, the Buyer shall retain information necessary to identify supplied products, batches and successive economic operators or customers so that affected products can be traced.

10. Personal Data Protection

10.1.

The Supplier undertakes to maintain confidentiality regarding all facts learned in the course of its activities for the Buyer that constitute economic, banking or business secrets, as well as facts whose disclosure could in any way affect the Buyer's security, business interests or reputation. The Supplier undertakes to process personal data in accordance with applicable law and its internal personal-data protection rules.

10.2.

Personal data are processed in particular for the purpose of identifying the Buyer, entering into and performing the agreement, carrying out accounting and tax obligations, arranging delivery, communication, protection of legal claims and compliance with other statutory obligations. Natural persons whose personal data are processed by the Supplier have the rights provided by the GDPR, in particular the right of access, rectification, restriction of processing, objection and, in cases provided by law, erasure or data portability.

10.3.

To the extent necessary, the Supplier may disclose personal data to persons involved in performance of the agreement or operation of the business, in particular carriers and providers of payment, accounting, insurance, IT and similar services, where such disclosure is necessary for performance of the agreement, compliance with a legal obligation or is based on another appropriate legal basis under the GDPR. Consent from the Buyer is not required where the legal basis for processing is performance of the agreement, compliance with a legal obligation or another lawful basis. The Supplier does not sell or rent personal data to third parties for their own marketing purposes without an appropriate legal basis. Detailed information on the processing of personal data is available [here](#).

11. Force Majeure

11.1.

If performance is wholly or partly prevented or materially impeded by an extraordinary circumstance beyond the Supplier's reasonable control which could not, despite reasonable care, have been foreseen, prevented or overcome (hereinafter "force majeure"), the Supplier is entitled, for the duration of the impediment, to suspend performance to the necessary extent or reasonably extend the performance period. If such impediment lasts, or can reasonably be expected to last, for

more than three months, the Supplier is entitled to terminate the agreement to the extent not yet performed without being liable for loss arising solely as a result of that impediment. The Supplier shall inform the Buyer of any material impediment without undue delay. Rights that cannot be contractually excluded under applicable law remain unaffected.

11.2.

Depending on the circumstances, force majeure includes in particular natural disasters, fire, flood, war, terrorist attack, epidemic or pandemic, large-scale failure of energy, telecommunications or transport systems, intervention by a public authority, embargo, unforeseeable shortage of raw materials or transport, a strike outside the Supplier's operations, or serious failure of a supplier or carrier caused by any such extraordinary circumstance. A circumstance that the Supplier could have influenced or overcome by exercising reasonable care shall not constitute force majeure.

12.Final Provisions

12.1.

If any provision of these GTC is or becomes invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. The applicable law and an interpretation that most closely reflects the economic and legal purpose of the invalid or ineffective provision shall apply in its place.

Where these GTC require an act to be made in writing, e-mail or other electronic communication that enables the content of the act to be recorded and the acting person to be identified shall also be considered written form, unless applicable law requires a stricter form in the specific case.

Individual amendments or supplements to the purchase agreement may be agreed in this manner if the content of the communication demonstrates the consent of both parties.

12.2.

If a dispute arises between the Supplier and a Business Buyer out of or in connection with the purchase agreement, the parties shall first attempt to resolve the dispute amicably. To the extent permitted by procedural law, for disputes between businesses arising from their business activities, the parties agree on the local jurisdiction of the court having jurisdiction according to the Supplier's registered office; this does not affect any exclusive jurisdiction provided by law.

Where the Buyer is a Consumer and a consumer dispute cannot be resolved by mutual agreement, the Consumer may submit a proposal for out-of-court dispute resolution to the ADR body: Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, Czech Republic, e-mail: adr@coi.gov.cz, website: <https://coi.gov.cz/informace-o-adr/>. This does not affect the Consumer's right to bring the matter before the competent court.

12.3.

The Supplier reserves the right to amend these GTC for the future. The version of the GTC applicable to a specific purchase agreement is the version used when that agreement was concluded, in particular the version stated or made available in connection with the relevant order. A later amendment to the GTC does not by itself amend an already concluded purchase agreement unless otherwise agreed by the parties or provided by law. The current and archived versions of the GTC are available on the Supplier's Websites.

12.4.

Copyright: All copyrights in the content of the Supplier's Websites, including texts, designs, technical drawings, graphics and images, belong to the Supplier or its suppliers. Details are available [here](#).

12.5.

Cookies: Information on the use of cookies and their settings is available [here](#).

12.6.

Recycling: Information on the recycling and disposal of electrical and electronic equipment, batteries and accumulators is available [here](#).

12.7.

EKO-KOM Statement: Information on the fulfilment of extended producer responsibility obligations relating to packaging placed on the market in the Czech Republic through the EKO-KOM system is available [here](#).

12.8.

Copyright Levies: Information on copyright levies is available [here](#).

Download the current General Terms and Conditions in PDF:

[GTC effective from 22.08.2026](#)

Archived (no longer effective) General Terms and Conditions:

[GTC effective from 15.05.2024 to 28.11.2024](#) [GTC effective from 29.11.2024 to 21.08.2026](#)