

# General Terms and Conditions Effective from 29.11.2024

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## 1. General Provisions

- 1.1. The General Terms and Conditions (hereinafter referred to as "GTC") are valid for orders, deliveries, and complaints of all goods and services provided by UniMark CZ s.r.o., Trojanova 124, 272 01 Kladno, ID: 28252047, VAT ID: CZ28252047 (hereinafter referred to as "Supplier" or "UniMark") to all natural and legal persons (hereinafter referred to as "Buyer"). The Supplier operates websites (hereinafter referred to as "Websites"). Deviating provisions in the contract take precedence over the wording of the General Terms and Conditions but must be agreed in writing by both contracting parties. Unless otherwise stated, all contractual relationships are concluded in accordance with the laws of the Czech Republic. If the Buyer is a consumer, relationships not regulated by the business terms and conditions are governed by the Civil Code (Act No. 89/2012 Coll.) and the Consumer Protection Act (Act No. 634/1992 Coll.), all as amended. If the Buyer is a legal entity or another business entity, the relationships are governed by the Civil Code, Act No. 89/2012 Coll., all as amended, and in this case, the provisions on consumer contracts (distance contracts) contained in Act No. 89/2012 Coll. and other consumer protection regulations do not apply. The provisions of the business terms and conditions are an integral part of the purchase contract. The purchase agreement and the terms and conditions are prepared in Czech, with the English version serving only as a reference translation. The purchase agreement can only be concluded in Czech or English.
- 1.2. The buyer is adequately informed of the terms and conditions before placing an order on the website and has the opportunity to review them no later than the submission of the order. In the case of an order placed by phone or electronically, e.g., by email, the buyer is informed of the applicable terms and conditions in the order confirmation with a link to the website where they are available. If the buyer disagrees with the terms and conditions, they must express their disagreement in writing before the goods are dispatched or before approving the preview. If the buyer does not do so and approves the preview or the goods are dispatched, they thereby express their agreement with the terms and conditions. By concluding the purchase agreement, the buyer confirms that they have reviewed and agree to the terms and conditions. Detailed in section 2 - Proposal and Conclusion of Purchase

Agreement.

### 1.3. Definitions

- **Supplier:** UniMark CZ s.r.o., a company with its registered office at Trojanova 124, 272 01 Kladno, ID: 28252047, VAT ID: CZ28252047.
- **Buyer:** A natural or legal person who concludes a purchase contract with the Supplier.
- **Goods:** Products and services offered by the Supplier through the Websites.
- **Websites:** The Supplier's websites at [www.unimark.cz](http://www.unimark.cz), [www.unipresent.cz](http://www.unipresent.cz), and [www.unitextile.cz](http://www.unitextile.cz).
- **GTC:** These General Terms and Conditions.

## 2. Proposal and Conclusion of Purchase Agreement

- 2.1. The Buyer agrees to the use of remote communication means when concluding the purchase agreement. The costs incurred by the Buyer in connection with concluding the purchase agreement (e.g., internet connection costs, telephone call costs) are borne by the Buyer.
- 2.2. The proposal to conclude a purchase agreement is the order of goods made by the Buyer on the Supplier's Websites, or the order made by phone or electronically (e.g., by email). The prices of the goods are valid at the time the order is placed. The Supplier reserves the right to adjust prices subsequently in the event of an obvious error in the price, quantity, or if the goods are no longer manufactured or have changed. In such a case, a new order confirmation with adjusted prices or a new price offer will be sent to the Buyer, and the Buyer is required to unequivocally express consent with the new order confirmation or price offer. If the Buyer does not confirm consent within 5 working days, it is considered that the purchase agreement has been canceled. The delivery time is extended by the time necessary to approve the new order confirmation/price offer
- 2.3. The Supplier has the right to adjust the agreed prices after the conclusion of the contract or before delivery if there is an increase in production costs, for example, due to changes in exchange rates, raw material prices, and/or labor costs, or in the event of any government measures. These adjustments are possible only if these changes occurred after the conclusion of the contract but before the delivery of the goods.
- 2.4. In the case of an e-shop order, the customer will promptly receive an order confirmation (this confirmation only represents an acknowledgment of receipt of the proposal to conclude a purchase agreement). The purchase agreement is concluded by this confirmation, unless there are obvious errors in the price, quantity, or description, or if the goods are not available. An obvious error is understood to be, for example, an incorrect price that would be clearly disproportionate to the usual price or lower than the purchase price. In such a case,

the customer will be informed within 48 hours of receiving the order and will be offered an adjustment or cancellation of the order. The supplier also reserves the right, depending on the nature of the order (quantity of goods, purchase price, estimated delivery costs), to request additional confirmation of the order from the buyer in writing (e.g., by email), see point 2.2.

- 2.5. In the case of a telephone or email order, this constitutes the delivery of a proposal to conclude a purchase agreement; the purchase agreement is not concluded by this alone. The purchase agreement is concluded once the customer receives an order confirmation by email. The supplier is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated delivery costs), to request additional confirmation of the order from the buyer in writing (e.g., by email), see point 2.2. The order confirmation contains a link to the supplier's terms and conditions (VOP). If the buyer disagrees with the VOP, they must express their disagreement in writing before the goods are shipped or before the proof is approved. If they do not do so and approve the proof or the goods are shipped, they express their agreement with the VOP.
- 2.6. All goods presented on the Supplier's Websites are not considered a proposal to conclude a purchase agreement. The proposal to conclude a purchase agreement is made by the Buyer by placing an order. The Supplier reserves the right to cancel the order for goods marked as "On request, not in stock, or custom-made product" if the goods can no longer be delivered or replaced in any way, or if the price has significantly changed, and the Buyer does not accept this before the conclusion of the purchase agreement. The Supplier will inform the Buyer of this situation. If part or the entire order has been paid, the money will be refunded to the Buyer no later than within 5 working days.
- 2.7. All shipping or delivery dates provided by the Supplier on its website, in the order confirmation, or in email communication related to the order confirmation are only indicative and are not binding. The Supplier will make all reasonable efforts to meet these dates. However, the Supplier is not liable for delays caused by unforeseen circumstances that are beyond its control, such as transportation issues, acts of God, unavailability of raw materials, delays caused by third parties, such as delays in the Supplier's delivery, or other situations beyond its control. If the Supplier does not meet the original estimated shipping date, it will inform the Buyer within 10 business days after the lapse of that date and provide a new estimated shipping date. The Buyer has the right to withdraw from the Purchase Agreement if the original estimated shipping date is not met, provided that the notice of termination is given in writing (e.g., by email) to avoid any ambiguity regarding the form of termination, and the notice period is 10 business days. During this period, the Supplier has the opportunity to deliver the goods and thereby rectify the situation, provided that production has demonstrably begun, the goods have been manufactured, or the goods have been handed over to the carrier. In this case, the Buyer is obliged to accept the goods during the notice period. If the Supplier does not deliver the goods by the end of the notice period, the Purchase Agreement will be canceled. If part of the order has already been manufactured, the Buyer is obliged to accept that portion of the goods. However, if the Buyer refuses to accept the goods during this period, even though the Supplier has fulfilled the conditions stated in this paragraph, the Buyer will be responsible for all costs associated with the delivery and potential storage of the goods, and their withdrawal from the

Purchase Agreement will not be considered valid. The Supplier bears no responsibility for any consequential damages, including but not limited to loss of profit or incidental damages caused by delays in the estimated date stated in the order confirmation or in email communication related to the order confirmation, and no compensation for damages will be provided in such cases, as these dates are indicative.

- 2.8. Data in an already issued tax document (invoice) cannot be changed. Data can only be changed based on a corrective tax document. Data in the order confirmation can 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 sent by the buyer along with the order are invalid and do not apply to the submitted order. Any special conditions requested by the buyer are valid only if they have been agreed upon in writing and signed by both parties as part of the concluded purchase agreement.

### **3. Buyer's Obligations**

- 3.1. To pay the price according to the following article of these GTC and the price of all agreed services provided by the Supplier, which are directly related to the fulfillment of the GTC.
- 3.2. To properly receive the ordered goods or services.
- 3.3. All information obtained by the Buyer in connection with the fulfillment of the GTC shall be properly secured against misuse, and the Buyer undertakes not to provide third parties with information that could harm the Supplier in commercial competition.
- 3.4. Not to act on behalf of the Supplier or to use its name without its express consent in the event of, for example, further resale to third parties.
- 3.5. The Buyer must not copy any software, drawings, specifications, know-how, and other information of the Supplier without its written consent. The Buyer is obliged to maintain strict confidentiality regarding all information and know-how obtained from the Supplier and must not disclose it to third parties without the prior written consent of the Supplier. The Buyer also must not use this information and know-how in any other way than expressly stated in writing based on the agreement to which these GTC apply.
- 3.6. The Buyer must not copy any drawings, software, templates, tools, etc., even if they were made in cooperation with or for the Buyer, or products made using them, without the prior written consent of the Supplier, nor use them in any other way than expressly stated in writing based on the agreement to which these GTC apply. Any templates and tools, etc., remain the property of the Supplier, even if they were made based on the Buyer's order and/or the manufacturing costs were charged to the Buyer. If any intellectual property rights arise during the performance of the agreement to which these GTC apply, all such rights belong to the Supplier, and the

Buyer will transfer them to the Supplier to the necessary extent.

3.7. The Buyer shall indemnify the Supplier against all claims of third parties arising from the infringement of intellectual property rights in connection with the production, delivery, or use of the product or service delivered or provided according to the Buyer's specifications. This indemnity also applies if the Supplier modifies an existing item or work at the request of the Buyer.

### 3.8. Protection of Intellectual Property

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

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

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

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

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

4.2. Delivery is fulfilled when the Supplier's representative, i.e., the driver, hands over the goods to the Buyer's authorized representative at the place of performance specified in the goods order. In the case of the delivery of graphic works, delivery is fulfilled upon delivery of the approved and corrected graphics on optical media or electronically. The Buyer is required to raise objections to the delivered graphics within 2 working days. If no objections are raised to the delivered graphics, the delivery of the graphics is considered fulfilled, and the Supplier is entitled to invoice according to the order. If the Buyer is unable to physically receive the delivery at the specified place of performance, the Supplier will attempt to contact the Buyer to agree on an alternative delivery time or place. If the delivery cannot be made even after repeated attempts, the goods will be returned to the Supplier's warehouse, and the Buyer will bear the costs of repeated transportation.

4.3. Upon delivery of the goods, the Buyer's representatives are required to physically accept the goods, approve the delivered type, quantity, and quality of the delivery. The acceptance will be confirmed on the delivery note, invoice, or receipt protocol from the carrier. The Supplier will not consider any subsequent claims regarding the type, quantity, and apparent defects as valid, and such claims will be rejected as unjustified. If the Buyer discovers damage to the goods during transport, they must immediately report the damage to the carrier and draw up a damage report with

them. The Buyer must send a copy of the damage report to the Supplier no later than within 24 hours of receiving the goods. If the Buyer refuses to accept the goods due to apparent defects or damage, they must immediately inform the Supplier and provide reasons for the refusal.

- 4.4. By signing the delivery note to the carrier, the Buyer agrees to accept the goods and confirms that the shipment is not mechanically damaged.
- 4.5. In the case of cash delivery of goods, the Supplier's representative, i.e., the carrier, is authorized to receive cash for the goods from the Buyer's representative. In this case, the Supplier's representative will issue a receipt for the payment made.
- 4.6. The place of performance is understood to be the place where the Buyer takes over the delivered goods from the carrier.
- 4.7. The risk of damage to the goods passes to the Buyer upon the Buyer's receipt of the goods, or in the event of the Buyer's delay in receiving the goods, upon notification of the place of storage of the goods. From this moment, the Buyer is obliged to secure 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 the price of transport.
- 5.2. By sending an order in writing, by email, or through the Websites, the Buyer fully agrees and is aware of the current price of the goods stated for the respective product on the Websites, including the price of transport and quantity discounts. The valid prices are confirmed to the Buyer by the Supplier at the time of order confirmation by email (see article 2 of the GTC). In the case of an order through the Websites, the Supplier reserves the right to change prices – in such a case, the Supplier will send the Buyer a new price offer with valid prices for approval, and after approval, will send the Buyer a new order confirmation by email with prices according to the price offer (see article 2 of the GTC).
- 5.3. The contracting parties may agree on contractual prices for certain individual business cases. In such a case, a price offer will be prepared for the Buyer in writing or sent by email before the order. The Buyer then confirms that they agree with the individual price calculation – offer by sending an order in writing or by email.
- 5.4. The Supplier's right to payment of the purchase price arises upon receipt of the goods or services by the Buyer. Furthermore, the Supplier's right to payment of the purchase price arises upon the conclusion of the purchase contract, which concerns products of all custom production that cannot be sold to another entity due to modifications or specific production, and all graphic services. The Buyer acquires ownership of the goods or graphics only after payment of the purchase price.
- 5.5. The Supplier will issue an invoice – a tax document with a due date of 14 days for

the delivered goods or services 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, a 'Proforma Invoice' is issued, which the Buyer is obliged to pay within the due date stated on the invoice. After payment of the proforma invoice, a tax document is issued to the Buyer for the advance payment. After the delivery of the goods, the value of the advance payment is deducted on the issued "Invoice – Tax Document." In this case, the delivery date of the goods is extended compared to the date in the order confirmation by the days until the proforma invoice is paid.
- 5.7. The due date is understood to be the day the invoiced amount is credited to the Supplier's account or by making a direct cash payment at the Supplier's cash desk.
- 5.8. Consequences of Delay in Payment
  - 5.8.1 In the event of the Buyer's delay in payment of the purchase price, the Supplier has the right to make further sales only for cash or on a proforma invoice – advance payment.
  - 5.8.2 By sending an order, the Buyer confirms that at the time of receiving the goods, even on an invoice with a due date, they will have the financial means to pay for the delivered goods/services within the proper due date of the issued invoice. If they cannot guarantee payment for the goods, they do not order or receive the goods.</p></li></ol>
  - 5.8.3 In case of violation of payment terms, the Supplier is entitled to repossess the unpaid goods from the Buyer. The Buyer undertakes to allow the Supplier's representatives access to the goods delivered by the Supplier. The Buyer expressly declares that they agree with this possibility. The price of such repossessed goods for the purpose of offsetting is determined by issuing a credit note by the Supplier. The Buyer will pay the Supplier a so-called cancellation fee of 50% of the price of the repossessed goods. If the repossessed goods by the Supplier from the Buyer do not correspond to the quality in which the goods were received by the Buyer from the Supplier, the Supplier is entitled to charge the Buyer a cancellation fee of up to 100% of the price of the repossessed goods. In the case of repossession of custom-made goods and products with printing, the cancellation fee can be up to 100%. The Buyer will also pay the Supplier all additional costs associated with securing the goods or claim by the Supplier or a third party. If the goods are damaged, the Buyer is obliged to compensate the Supplier for the full amount of the damage. The Supplier is not responsible for damages resulting from the repossession of goods.
  - 5.8.4 In the event of the Buyer's delay in payment of the purchase price of goods or services provided, the Buyer is obliged to pay the Supplier contractual interest on late payment in the amount of 0.07% of the outstanding amount for each day of delay. The contractual interest on late payment is due within 10 days from the delivery of the payment request by the Supplier. This does not affect the Supplier's right to claim compensation for the damage incurred from the Buyer.

## 6. Printed Products

- 6.1. If the Supplier receives an order for products intended for printing for the Buyer (hereinafter referred to as “printed products”), the Buyer is obliged to provide directly reproducible material of a quality that, in the reasonable opinion of the Supplier, is sufficient.
- 6.2. For custom-made products, such as printed items, the purchase contract is concluded at the moment when the customer approves the sent proof / preview. The preview may contain a price offer instead of an order confirmation. By approving the preview, a binding order and agreement with the price from the price offer is created – after that, an order confirmation will be sent to the Buyer. The proof or new order confirmation may include proposals for price changes due to the chosen printing technology, the number of printing colors, or other specifications. By approving the proof, the customer agrees to the new terms, including any price changes, and the purchase contract is thereby concluded.
- 6.3. The Supplier shall send the Buyer a graphic proof of the printed products (hereinafter referred to as “proof”) for approval no later than 2 working days from receipt of the order. The Buyer is obliged to approve or reject the proof within 5 working days of its receipt. If the Buyer does not approve or reject the proof within this period, the Supplier has the right to cancel the order. Products are not reserved by merely creating an order until the proof is approved by the Buyer.
- 6.4. Minor deviations of printed products from the proof, which include but are not limited to shades, logos, and/or dimensions, are not considered defects. For example: If the approved proof shows a specific shade of blue, the final print may exhibit a deviation in the shade of  $\pm 10\%$  depending on the printing technology and material used. Furthermore, if the approved logo size is 5 cm x 5 cm, the actual product may have a logo size of  $\pm 0.5$  cm.
- 6.5. If a delivery time has been agreed upon between the Supplier and the Buyer, this time is extended by the period between sending the proof and its approval by the Buyer.
- 6.6. In the event that the Supplier identifies technical or other obstacles during production or in preparation for production that make it impossible to complete a specific part of the order as per the approved proof, the Supplier is obliged to inform the Buyer without undue delay. The Supplier shall offer the Buyer an alternative solution that aligns with technical possibilities and preserves the original specifications of the order as much as possible. If the Buyer does not agree with the proposed solution, they have the right to withdraw from the purchase contract with respect to the specific unfeasible part of the order. In such a case, the Supplier shall refund the Buyer the full amount paid for products or services that cannot be delivered, within 10 business days of receiving written notice of withdrawal. This withdrawal does not apply to other parts of the order that can be properly produced and delivered. The Supplier bears no liability for any direct, indirect, or consequential damages caused by the impossibility of completing a part of the order, including, but not limited to, loss of profit, increased costs for the Buyer, or other financial losses. The Buyer expressly waives any claims for compensation

against the Supplier in such cases.

- 6.7. All costs related to work on printed products performed by the Supplier shall be invoiced to the Buyer separately unless otherwise agreed in writing.
- 6.8. The Supplier has the right to deliver up to 5% fewer printed products to the Buyer than stated in the order, and these products will be billed accordingly, not replaced with new goods to meet the exact order quantity.
- 6.9. If the Supplier does not send the proof within 2 working days, the Buyer has the right to withdraw from the contract without compensation for any damage, which includes but is not limited to any costs and/or loss of profit.
- 6.10. All other applicable agreements related to the order are stated in the sent proof.

## **7. Warranty, Liability for Defects**

- 7.1. The Supplier is responsible to the Buyer that the goods sold do not have defects at the time of receipt (according to § 2161 et seq. of Act No. 89/2012 of the Civil Code). This means that the sold goods have the quality and utility properties required by the contract, described by the Supplier, manufacturer, or its representative, or expected based on advertising conducted by them, or the quality and utility properties usual for goods of this type, comply with the legal requirements, are in the appropriate quantity, measure or weight, and correspond to the purpose stated by the Supplier for the use of the goods or for which the goods are usually used.
- 7.2. The Buyer shall inspect the goods as soon as possible after receipt in accordance with § 2104 (no later than 24 hours after receipt) and verify their properties and quantity. The Buyer shall report any apparent defect in the goods without undue delay (no later than 24 hours after receipt). For example: If the Buyer discovers that the delivered goods contain mechanical damage, such as a cracked plastic part, or if part of the ordered quantity is missing, they must report this fact to the Supplier no later than 24 hours after receipt of the goods. Failure to do so will result in the Supplier's liability for damages being void.
- 7.3. The right to defective performance does not apply to the Buyer if the Buyer knew before taking over the goods that the goods had a defect (e.g., broken box) or caused the defect themselves.
- 7.4. The warranty does not cover normal wear and tear of the goods (or their parts) caused by use. A shorter product lifespan cannot be considered a defect and cannot be claimed as such.
- 7.5. The delivery may deviate by up to 5% from the agreed weight, size, color, concentration, composition, or relative density. For example: If a color with a certain pigment concentration is ordered, this concentration may vary by  $\pm 5\%$  from the specification.

- 7.6. The Supplier has the right to deliver up to 5% fewer printed products than stated in the order and to invoice these products accordingly, not to replace them with new goods to the correct quantity according to the order. For example: If the order is for 500 printed mugs, the Supplier can deliver between 475 and 500 mugs and invoice only for the actual number of mugs delivered.
- 7.7. Samples and models serve only as indicative examples. The Buyer cannot derive any rights from illustrations in the Supplier's catalogs or from other advertising or promotional materials.
- 7.8. Claims are made only in writing, stating the date of delivery of the goods, the number of the relevant invoice, the type of goods, the label from the packaging of the goods, the claimed quantity, a description of the defect, and samples with the defect in question, along with the Buyer's request.
- 7.9. The Buyer is obliged to pay the full purchase price even in the event of a claim for the delivery of goods, within the given term, and not to link the claim for the delivery of goods with the payment of the purchase price.
- 7.10. Damage (mechanical, chemical, improper installation, poor storage, etc.) is not considered a defect, and such claims will be rejected as unjustified.
- 7.11. If the Supplier determines that the defect or deficiency reported by the Buyer in time is valid, it must, at its discretion, replace the defective products, supply the missing products, or partially or fully refund the invoiced amount for the defective item. If the Supplier decides to refund the purchase price (or part of it), the Buyer must first return the defective products to the Supplier.
- 7.12. The Supplier is only responsible for damages caused by its intent or gross negligence, or as stated in article 7.11. The Supplier is not liable for any consequential damages or lost profits of the Buyer. The Supplier is not responsible for damages caused by improper handling, installation, storage, or use by the Buyer.
- 7.13. The Buyer is obliged to fully indemnify the Supplier against all claims of third parties related to any delivered products or services provided, and which are raised against the Supplier for any reason.
- 7.14. Customers who use the goods for business purposes or trade with the product are subject to a warranty period set by the specific importer of the goods into the Czech Republic. The warranty period of 24 months is intended only for consumers, not for entrepreneurs who purchase goods as part of their business activities. The warranty period begins on the date of receipt of the products.
- 7.15. Complaint Process
  - 7.15.1 The complaint must be made in writing, stating the date of delivery of the goods, the invoice number, the type of goods, the label from the packaging of the goods, the claimed quantity, a description of the defect, and samples with the defect

in question.

7.15.2 The Buyer must file a complaint within 5 working days of discovering the defect.

7.15.3 The Supplier will confirm receipt of the complaint within 2 working days of receiving it and provide the Buyer with information on the next steps.

7.15.4 The Supplier will handle the complaint within 30 days of its receipt unless both parties agree otherwise.

7.15.5 The Buyer is obliged to deliver the goods for the complaint in the condition in which they were received, including all accessories and documentation. The Supplier has the right to refuse to accept goods that are not properly cleaned.

7.15.6 The Supplier may provide replacement goods during the complaint process only based on a written agreement with the Buyer.

## **8. Withdrawal from the Contract**

- 8.1. Withdrawal from the purchase contract under § 1829 and following of the Civil Code is only possible for consumers. In the case of a purchase made within the business activity where the VAT ID is stated on the invoice, there is no right to withdraw from the contract according to these GTC, and consumer provisions on distance contracts do not apply. Returning goods within a business activity is only possible if the goods are returned in complete and unopened packaging within 14 days of receipt. For example, if crayons are packed in a box of 500 pieces, only the entire box can be returned. If the packaging is incomplete, less than a whole package was ordered, or the goods are custom-made, returning within a business activity is not possible. Information on the number of pieces in the package is stated for each product in the "Packaging Details" or "Parameters" tab. When returning goods within a business activity, a fee of up to 20% of the goods' price is charged for restocking in the foreign warehouse due to logistics and transport costs. We will inform you of the fee amount in advance based on the dimensions and number of boxes and the location of the return. In the case of returning goods, a credit note will be issued to the Buyer, and the transport costs will not be credited, and the restocking fee will be deducted from the credit note amount. Therefore, we recommend ordering a sample of the goods first so that the Buyer can verify the quality and specifications of the product and avoid the need to return the goods with a fee. Specific cases of withdrawal from the contract due to the impossibility of fulfilling the order are governed by Article 6.6. of these Terms and Conditions.
- 8.2. The Buyer acknowledges that under § 1837 and following of the Civil Code, it is not possible, among other things, to withdraw from the purchase contract for the supply of graphic services and custom-made products, as well as goods that are perishable, subject to wear and tear, or obsolescence, if the consumer has violated their original packaging, or for the return of goods in a sealed package, which the Buyer has removed from the package and for hygienic reasons cannot be returned.
- 8.3. The Buyer returns the goods to the Supplier at their own expense.

- 8.4 . The Buyer is obliged to return the goods in the original packaging and in a condition that allows further sale. The Buyer acknowledges that if the goods returned to the Supplier are damaged, worn, or partially consumed, the Supplier is entitled to claim compensation for the damage incurred. The Supplier is entitled to set off the claim for compensation for the damage incurred against the Buyer's claim for the return of the purchase price. Normal damage to the original packaging that occurred during unpacking of the goods cannot be considered as depreciation of the goods.
- 8.5. If the Buyer within the business activity withdraws from the contract according to article 8.1 of the GTC, the Buyer acknowledges that the Supplier is entitled to retain all payments related to the delivery of goods (including, but not limited to, handling fees, storage fees, packaging costs, delivery costs, and other associated costs).
- 8.6. If the Buyer consumer (purchase without VAT ID) withdraws from the contract according to article 8.1 of the GTC, the Buyer acknowledges that the Supplier is entitled to retain the additional costs associated with the delivery of goods, where the Buyer consumer chose a delivery method other than the cheapest offered method (e.g., delivery by express courier or paid a handling fee for an order less than 1,000 CZK without VAT). In this case, the Supplier will refund the Buyer consumer the delivery costs in the amount of the cheapest offered delivery method and without the handling fee. The handling fee for orders under 1,000 CZK without VAT is a fee for a low-value order. The customer is informed of this fact in the order process in the cart, and by submitting the order together with the handling fee, the Buyer agrees that this fee cannot be refunded.
- 8.7. If a gift is provided to the Buyer along with the goods, the gift agreement between the Supplier and the Buyer is concluded with a resolutive condition that if the Buyer withdraws from the purchase contract, the gift agreement for such a gift becomes ineffective, and the Buyer is obliged to return the gift to the Supplier along with the goods.
- 8.8. Order cancellation by the Supplier – The Supplier reserves the right to cancel the order (purchase contract) or its part in the following cases: the goods are no longer manufactured or supplied, or the Supplier's goods price has significantly changed, as well as in the case of an obvious error in the price of the goods (i.e., a price that is obviously different from the usual price for this type/kind of goods). An obvious error in the price of the goods is considered, for example, an obviously low price of the goods and other obvious errors in writing. If this situation occurs, the procedure according to article 2 of the GTC will be applied. If the Buyer has already paid part or all of the purchase price, this amount will be returned to their account or address within 10 working days, but no later than 30 days from the cancellation of the order by the Supplier.
- 8.9. Order cancellation by the Buyer is only possible if the goods have not yet been dispatched and if the goods are not according to article 8.10 of the GTC.
- 8.10. Order cancellation by the Buyer is not possible in the case of custom production, including, but not limited to, printing, product printing, specific production or product

modification for the customer, graphic services, or ordering goods to order if any actions for the production or delivery of this custom production have already begun. In such a case, cancellation by the Buyer is only possible by agreement with the Supplier and subject to the payment of the Supplier's incurred costs.

## **9. Withdrawal from Circulation**

- 9.1. The Buyer undertakes to provide the Supplier with all necessary cooperation if the Supplier decides for any reason to withdraw all sold products from the market or issue a warning to Buyers and/or end-users regarding these products (hereinafter referred to as "withdrawal from circulation"). For example: If it is found that a specific batch of USB flash drives contains a manufacturing defect, the Buyer agrees to cooperate in withdrawing them from the market by stopping their sale, informing their customers, and returning the defective products to the Supplier.
- 9.2. At the Supplier's request, the Buyer is obliged to return and sell to the Supplier all products they have in stock in exchange for compensation for the invoiced price if the Supplier decides to withdraw them from circulation.
- 9.3. The Buyer is obliged to provide the Supplier with all necessary information in time so that the Supplier can promptly inform Buyers and/or end-users about the withdrawal from circulation.
- 9.4. The Buyer must organize their business activities to provide the information mentioned in the previous paragraphs. The provisions of Directive 2001/95/EC on general product safety will be considered basic in this regard. For example: The Buyer should keep records of all sold USB flash drives, including customer contact details, to quickly inform all affected parties in the event of a withdrawal from circulation.

## **10. Personal Data Protection**

- 10.1. The Supplier undertakes to maintain confidentiality of all facts learned during its activities for the Buyer that are of an economic, banking, or commercial secret nature and of facts whose presentation to the outside world could in any way affect the Buyer's security, business interests, or good name. The Supplier undertakes to process personal data in accordance with applicable legal regulations and internal personal data protection rules.
- 10.2. Personal data will be processed for the purpose of identifying you as a Buyer, to carry out and perform necessary accounting operations and record your payment for purchased goods, to ensure proper delivery of goods, and to communicate with you. The Buyer has the right to access personal data, correct, or delete them in accordance with GDPR.
- 10.3. By purchasing from the Supplier, you consent to the Supplier transferring the personal data of its customers for the proper transport of goods to carriers or insurance companies for the purpose of proper delivery of goods and communication with you. Otherwise, UniMark CZ, s.r.o. does not sell or rent

personal data to third parties. The Supplier processes the Buyer's personal data in accordance with EU Regulation No. 2016/679 (hereinafter "GDPR") and the laws of the Czech Republic. Detailed conditions for personal data protection (GDPR) are available [here](#) and are an integral part of the GTC.

## 11. Force Majeure

- 11.1. If it is not possible to make a delivery in whole or in part due to force majeure, the Supplier is entitled to suspend the delivery. If this situation persists or is expected to persist for more than three months, the Supplier has the right to suspend or cancel the agreement without being obliged to pay any damages. The Supplier will inform the Buyer of the situation without undue delay.
- 11.2. The Supplier defines "force majeure" as any circumstances that prevent reasonable compliance with the agreement, in any case, but not exclusively. These circumstances include, but are not limited to, transportation issues, any (even partial) delays of the Supplier's suppliers, any (even partial) delays of third parties involved by the Supplier in the performance of the agreement, restrictive government measures, including failure to obtain the required permit of any kind, breakdown or interruption of the operation of any public service, breakdown, interruption, or termination of raw material supplies, semi-finished products and/or finished products, as well as any circumstances that the Supplier cannot foresee and influence.

## 12. Final Provisions

- 12.1. If any provision of the GTC is invalid or ineffective, or becomes such, the invalid provisions will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Changes and additions to the purchase agreement or GTC require written form. Any changes and additions to the purchase agreement must be signed by authorized representatives of both parties.
- 12.2. If a dispute arises between the Supplier and the Buyer from the concluded purchase agreement, the parties will first try to resolve the dispute amicably. If no agreement is reached, the dispute will be resolved by the locally and factually competent courts at the Supplier's registered office, unless otherwise provided by law. The consumer may address their complaint to the Czech Trade Inspection (website: [www.coi.cz](http://www.coi.cz)).
- 12.3. The Supplier reserves the right to change these General Terms and Conditions. The current GTC will be published on the Supplier's Websites and always apply to the current order.
- 12.4. **Copyright:** All copyrights to the content on the Supplier's Websites, including texts, designs, technical drawings, graphics, and images, belong to the Supplier or its suppliers. Details can be found [here](#).
- 12.5. **Cookies:** Information on the use of cookies and their settings can be found [here](#).

- 12.6. **Ecological Disposal:** Information on the ecological disposal of electrical equipment, batteries, and accumulators can be found [here](#).
- 12.7. **EKO-KOM Statement:** Information on packaging charges and recycling of waste can be found [here](#).
- 12.8. **Copyright Fees:** Information on copyright fees can be found [here](#).



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