

# General Purchasing Terms

**Purchasing** Terms of trading company Tritón Pardubice, spol. s r. o., Company ID: 60110422 with its registered office in Starý Mateřov 130, postal code 530 02 registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section C, Entry 5386

## No. I. Introductory Provisions

These Purchasing Terms apply **to the sale of goods**.

The subject of these Purchasing Terms is the regulation of the contractual relationship between the seller, the company **Tritón Pardubice, spol. s r. o.**, Company ID: 60110422, VAT number CZ60110422 with its registered office in Starý Mateřov 130, postal code 530 02 registered in the Commercial Register kept by the Regional Court in Hradec Králové, Section C, Entry 5386 (hereinafter referred to as "**Seller**"), and the buyer (hereinafter referred to as „**Consumer**“).

The formation, running and termination of all contractual relationships between the Seller and the Consumer are governed by these Purchasing Terms, in matters of terms not regulated by the valid and effective legal order of the Czech Republic in particular Act No. 89/2012 Coll., the **Civil Code**, as amended, and Act No. 634/1992 Coll., the Consumer Protection Act, as amended, if the buyer is a Consumer. Provisions deviating from the Purchasing Terms may be negotiated in the Purchase Agreement. Deviating provisions in the Purchase Agreement take precedence over the provisions of the Purchasing Terms.

The Purchasing Terms are an integral part of the Purchase Agreement. The Purchasing Terms are drawn up in Czech, English and German language. In case of a discrepancy, the Czech version shall prevail.

## No. II. Orders

All product presentations located at the following web addresses:

- <https://www.triton.cz>
- <https://www.triton-racks.de>
- <https://www.triton-racks.com>
- <https://www.triton.pl>
- <https://www.satniskrinky.cz>
- <https://www.garderobenspinde.de>
- <https://www.clotheslockers.eu>

**are only informative and shall not be considered an offer to conclude a contract. The Seller is not bound in any way by the presentation of the goods on these web addresses. The contracting parties hereby exclude the application of Section 1732, paragraph 2 of the Civil Code. The Consumer may only make a non-binding request for the goods located at these web addresses.**

## Product inquiry

A product inquiry made by the Consumer is not a proposal to conclude a purchase agreement (offer)

under Section 1731 et seq. of the Civil Code, but only an invitation to submit an offer, and does not bind either the Consumer or the Seller. The Seller is not obliged to conclude a purchase agreement regarding the goods requested by the Consumer. The Consumer is not obliged to accept the subsequent sales offer made by the Seller.

The Seller shall accept inquiries by post, e-mail, through the websites listed in these Purchasing Terms, or in person

The Customer is obliged to provide the correct information in their binding order, in particular:

- the consumer buyer shall provide their personal identification information (name and surname, address)
- the business buyers or a legal entity shall provide their business name, company identification number, tax identification number, registered office or place of business
- The precise delivery address of delivery for the ordered goods
- The name of the employee who placed the order
- The name and designation of the goods
- The requested quantity of goods
- The desired mode of transport.

### **Sales offer**

The inquiry made by the Consumer to the Seller does not obligate the Seller to issue a sales offer. It is solely at the discretion of the Seller whether to make a sales offer to the Consumer or not.

A sales offer is a directed legal act by the Seller, aimed at concluding a purchase contract with the Consumer. The content of the sales offer includes the specification of the subject of purchase (goods), quantity, price, and delivery date. The Seller issues and sends the sales offer (a binding proposal to conclude a purchase contract) to the email address provided by the Consumer in the inquiry.

These Purchasing Terms, which form an integral part of the sales offer, are attached as an electronic message (email) attachment containing the sales offer. The Seller expressly refers to the attached Purchasing Terms in the text of the electronic message (email) containing the sales offer.

If the buyer is a consumer, the Seller will inform the Consumer in the sales offer of the main characteristics of the goods, the total price, and the costs of delivery, as required by Section 1811 paragraph 2 (c) and (e) of the Civil Code. The Seller will also ensure that it is clear and explicit from the sales offer that, by accepting the sales offer, the consumer buyer is committing to pay.

### **Acceptance of the sales offer**

Acceptance of the offer means a directed legal act by the Consumer, in which the Consumer expresses agreement with the sales offer (including the attached Purchasing Terms) made by the Seller and intended for the Consumer.

The purchase contract is concluded at the moment of receipt (delivery) of the acceptance of the sales offer by the Consumer, in accordance with Section 1740 of the Civil Code, provided that there is complete conformity in the content of the sales offer issued and delivered by the Seller to the Consumer, and the acceptance of the sales offer by the Consumer.

The Consumer accepts the sales offer of the Seller by sending an electronic message (email) addressed to the Seller's email address: [obchod@triton.cz](mailto:obchod@triton.cz), or by replying to the original email.

By accepting the sales offer, the buyer agrees to these Purchasing Terms.

### **No. III. Prices and Delivery**

The prices listed on the Seller's website and the prices listed in the Seller's price list, which the Seller has sent to its Consumer, are only informative, and the Seller is not bound by them. The Seller reserves the right to change the price list or prices listed on the website, or to determine special price categories. The Seller may inform its Consumer of any updates to the prices listed in the price list or on the website through written messages in the form of supplements to the price list.

**However, the Seller is always bound only by the prices listed in the sales offer intended for the Consumer, which the Consumer has fully accepted.**

The price for delivery is determined based on the amount of goods purchased and the distance to the place of delivery. Quantity and individual discounts are provided by the Seller only by agreement.

### **No. IV. Terms of Delivery**

The goods are dispatched in the agreed manner and within the agreed timeframe. The Consumer can pick up the goods in person at the headquarters of Tritón Pardubice, spol. s r. o. after agreeing with the Seller.

The Seller usually delivers the goods within 4 weeks of the conclusion of the purchase agreement.

The working hours of the warehouse staff are from Monday to Friday, from 7:00 a.m. to 3:30 p.m.

If the Seller and the Consumer agree on the FCA (Free Carrier) clause under the INCOTERMS 2020 rules as part of their contractual relationship, the Consumer is obliged to provide the Seller with a written confirmation stating that the goods were shipped or transported by the buyer or a third party on the Consumer's behalf, indicating the country of destination of the goods. This written confirmation will also include: the date of issuance; the name (company) and address (registered office) of the buyer; the quantity and type of goods; the invoice number, date, and place of completion of the goods transportation; the identity of the person receiving the goods and the identity of the person issuing this confirmation on behalf of the Consumer.

If the Consumer does not provide the above-mentioned written confirmation to the Seller no later than the tenth day of the month following the delivery of the goods, or provides untrue information in the written confirmation, the Consumer undertakes to reimburse the Seller for all costs incurred by the Seller in connection with this matter. These costs may include, but are not limited to, the retroactively calculated value-added tax due to the failure to meet the conditions for VAT exemption under the applicable EU and Czech laws and regulations, any interest on late payments or penalties, etc.

### **No. V. Payment Terms**

The Consumer may pay the purchase price under the purchase agreement by:

- **in cash on delivery** at the place specified by the Consumer in the order (recipient address)
- **by cashless transfer** to the Seller's account No. **6836992/0800**, SWIFT code: GIBACZPX, IBAN: CZ37 0800 0000 0000 0683 6992, held with Česká spořitelna a.s. - **payments in CZK**

- **by cashless transfer** to the Seller's account No. **6837012/0800**, SWIFT code: GIBACZPX, IBAN: CZ79 0800 0000 0000 0683 7012, held with Česká spořitelna a.s. - **payments in EUR**

(hereinafter referred to as the "**Seller's account**").

Together with the purchase price, the Consumer is obliged to pay the Seller the costs associated with packaging and delivery of the goods. Unless explicitly stated otherwise, the purchase price includes the costs associated with the delivery of the goods.

If it is customary in the business or required by generally binding legal regulations, the Seller shall issue a tax document - an invoice to the Consumer regarding payments made under the purchase agreement. The Seller is a value-added taxpayer. The tax document - invoice shall be issued by the Seller and sent to the buyer in electronic form to the Consumer's electronic address.

The Consumer is obliged to pay the purchase price for the ordered goods properly and on time. The purchase price is due on the due date specified in the invoice. The invoice is due within the period specified by the Seller in the invoice.

In case of delay in payment of the purchase price or its deposit by the Consumer, the Seller is entitled to withhold the delivery of further goods, even in the case of previously confirmed orders. In this case, the Seller is not in delay with the delivery of the withheld goods. The delivery deadline for the withheld goods is extended by the time of the Consumer's delay in paying the purchase price or its deposit.

In case of non-cash payment, the Consumer is obliged to pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the Consumer's obligation to pay the purchase price is fulfilled at the moment of crediting the respective amount to the Seller's account.

Discounts provided by the Seller to the Consumer on the purchase price of goods cannot be combined.

## **No. VI. Warranty and Complaints**

The rights and obligations of the contracting parties relating to defective performance are governed by the relevant generally binding legal regulations (in particular provisions of Sections 1914 to 1925 of the Civil Code, Sections 2099 to 2117 of the Civil Code, and if the buyer is a Consumer, also Sections 2161 to 2174 of the Civil Code).

The Seller warrants to the Consumer that the goods have no defects upon receipt. In particular, the Seller warrants to the buyer that at the time when the Consumer takes over the goods:

1. the goods have the properties that the parties agreed upon, and if there is no agreement, the goods have such properties that the seller or the manufacturer described or that the Consumer expected with regard to the nature of the goods and based on the advertising carried out by them,
2. the goods are suitable for the purpose which the Seller specifies for its use or to which goods of this kind are usually used,
3. the goods correspond to the agreed quality or design of the sample or model, if the quality or design was determined according to the agreed sample or model,
4. the goods are in the appropriate quantity, measure or weight, and

5. the goods comply with legal requirements.

The provisions set out in this article shall not apply to goods sold at a lower price due to a defect for which the lower price was agreed, to wear and tear caused by its usual use, to used goods for defects corresponding to the extent of their use or wear and tear which the goods had at the time of their acceptance by the buyer, or if it results from the nature of the goods.

Any complaint regarding damage to the goods caused by transport does not entitle the Consumer to withhold payment or extend the due date.

The Consumer is obliged to inspect the goods immediately after their receipt. If the Consumer discovers damage to the delivered goods caused during transport, the Consumer is obliged to note this fact upon receipt in the delivery and transport note and have it confirmed by the carrier.

In the event of a justified complaint of a defect by the Consumer, the Seller shall decide on the Consumer's right to choose from this defect according to applicable legal regulations.

The warranty period is 12 months. The warranty certificate is fully replaced by the tax document (invoice) issued by the Seller.

The warranty does not apply in particular to normal wear and tear of the item caused by its use, to defects caused by improper installation, neglect of recommended maintenance, and use of the goods contrary to the operating instructions.

#### **No. VII. Special provisions on complaint for Consumers**

The rights arising from liability for defects pursuant to this Article may only be claimed by a buyer who is also a Consumer. This Article does not apply in cases where the buyer is a legal entity or a person who acted in concluding the contract in the course of their business activities or in the exercise of their independent profession.

The Consumer is entitled to claim the right from a defect that occurs in consumer goods within two years from the takeover. If the subject of the purchase is already used consumer goods, the contracting parties have agreed that the period for claiming rights from defective performance is shortened to half the statutory period in accordance with Section 2168 of the Civil Code.

If defects in the goods are not claimed from the Seller in time, the rights arising from liability for defects will expire.

**The place for claiming defects is the Seller's business premises at Tritón Pardubice, spol. s r.o., No. 130, 530 02 Starý Mateřov.** The Consumer can personally bring the claimed goods every working day from 7:00 am to 3:30 pm or can send the goods to this address. The goods must not be sent cash on delivery, such shipments cannot be accepted by the Seller. In the case of sending goods, the Consumer is obliged to choose such a method of transport that the goods are not damaged or otherwise disturbed during transport, in particular, the Consumer is obliged to protect the goods with a strong and undamaged packaging. The Seller is not responsible for any damage during transport. When claiming defective goods, the Consumer is obliged to attach a copy of the purchase receipt and to clearly describe the defects of the goods and, if necessary, to indicate how the complaint should be resolved. To expedite the matter, it is recommended to also provide the Consumer's telephone number and email address, in addition to their name, surname, and address.

The Consumer's claims when claiming defects arise from the applicable legal regulations, in particular Act No. 89/2012 Coll., the Civil Code, as amended, and in particular as follows:

## **Elimination of defects**

If the item has a defect, the buyer may request its elimination. At their choice, the Consumer may request delivery of a new item without defects or repair of the item, unless the selected method of defect elimination is impossible or compared to the other method unreasonably expensive; this shall be assessed in particular with regard to the significance of the defect, the value that the item would have without the defect, and whether the defect can be eliminated by the other method without significant difficulties for the Consumer.

The Seller may refuse to eliminate the defect if it is impossible or unreasonably expensive, in particular with regard to the significance of the defect and the value that the item would have without the defect.

The Seller shall eliminate the defect within a reasonable time after it is pointed out, so as not to cause significant difficulties for the Consumer, taking into account the nature of the item and the purpose for which the Consumer purchased the item.

The Seller shall bear the costs of defect elimination. If dismantling of the item, which was assembled in accordance with the nature and purpose of the item before the defect occurred, is necessary, the Seller shall carry out the dismantling of the defective item and the assembly of the repaired or new item or pay the associated costs.

## **Reasonable discount and withdrawal from the agreement**

If the Seller refuses to remove the defect or fails to do so, or if the defect reappears, the Consumer may request a reasonable discount or withdraw from the agreement, or if the defect is a substantial breach of the agreement, or if the Seller's statement or circumstances make it apparent that the defect will not be removed within a reasonable time or without significant inconvenience to the Consumer.

The Consumer cannot withdraw from the contract if the defect is insignificant; it is assumed that the defect is not insignificant. If the Consumer withdraws from the agreement, the Seller shall refund the purchase price without undue delay after receiving the goods or after the Consumer proves that the goods have been sent.

The parties have agreed that any disputes between the Seller and the Consumer shall be subject to the jurisdiction of the courts of the Czech Republic. Any disputes between the operator and the Consumer can also be resolved out of court. In such a case, the Consumer can contact an out-of-court dispute resolution body, such as the Czech Trade Inspection Authority, or resolve the dispute online through the designated ODR platform. Before resorting to out-of-court dispute resolution, the Seller recommends that the Consumer first use the electronic address [obchod@triton.cz](mailto:obchod@triton.cz) to resolve the situation.

In case of any questions regarding a complaint, the Consumer may contact the Seller by phone at +420 467 401 111 (every business day from 7:00 to 15:30) or by e-mail at [obchod@triton.cz](mailto:obchod@triton.cz).

## **No. VIII. Withdrawal from the agreement within the legal deadline by the Consumer**

The right to withdraw from the agreement under this article is granted solely to a person in the position of a Consumer. This article does not apply, in particular, to cases where the buyer is a legal entity or acts within the scope of their business activities or their independent professional practice.

If the agreement was concluded using distance communication means, the Consumer has the right to withdraw from the agreement without stating a reason and without any penalty within 14 days. Unless otherwise specified, the period ends fourteen days from the day the agreement was concluded.

If the subject of the obligation is the purchase of goods, the period ends fourteen days from the day the consumer or a third party other than the carrier designated by the Consumer takes possession of the goods, or

1. the last piece of goods, if the Consumer orders more than one item of goods in a single order, which are delivered separately,
2. the last item or piece of a delivery of goods consisting of several items or parts, or
3. the first delivery of goods, if the contract provides for the regular delivery of goods for a specified period.

If the Consumer exercises the right to withdraw from the agreement, the deadline for withdrawal according to the previous paragraph is considered to be observed if the Consumer sends a notice to the Seller during this period that they are withdrawing from the agreement, and the notice must be addressed to the Seller's establishment at Tritón Pardubice, spol. s r. o., No. 130, 530 02 Starý Mateřov / Tritón Pardubice, spol. s r.o., branch Prague, Do Čertous 2627/9, 193 00 Prague 20 - Horní Počernice. The withdrawal must specify the agreement from which the Consumer is withdrawing, information about the withdrawal, the Consumer's name and address, and the account number to which the Consumer wishes to have the money refunded if the withdrawal is justified. To facilitate communication, the Consumer is recommended to provide their phone number or email address. The Consumer may use a form provided as an appendix to these Purchasing Terms terms to exercise their right to withdraw, but it is not obligatory.

The Consumer is obliged to send or deliver the goods they received from the Seller without undue delay, but no later than 14 days from the withdrawal from the agreement, and also to include a copy of the purchase receipt. The returned goods must not be sent cash on delivery. The goods must be complete (including accessories and all documentation), undamaged and without signs of wear and tear. Otherwise, the Seller is entitled to deduct the amount of damage caused to them by the damage to the goods, which may equal the purchase price of the goods. The Consumer is particularly obliged to ensure that the goods are not damaged during transport, by providing suitable packaging for the goods.

The Consumer cannot withdraw from the agreement under this article, in particular, in the following cases:

1. the provision of services, if they have been provided in full; in the case of paid services, only if they have started with the Consumer's prior express consent before the expiration of the withdrawal period and the Seller has informed the Consumer before the conclusion of the agreement that the provision of services will result in the loss of the right to withdraw from the agreement,
2. the delivery of goods or services, the price of which depends on fluctuations in the financial market that are independent of the Seller's will and which may occur during the withdrawal period,

3. the delivery of alcoholic beverages, the price of which was agreed upon at the time of concluding the agreement, with the delivery possible after thirty days have elapsed and their actual value depends on market fluctuations independent of the Seller's will,
4. the delivery of goods made according to the Consumer's requirements or adapted to their personal needs,
5. the delivery of goods subject to rapid decay or goods with a short shelf life, as well as goods which, due to their nature, have been irreversibly mixed with other goods after delivery,
6. urgent repairs or maintenance to be carried out at the place designated by the Consumer at their express request; however, this does not apply to the execution of repairs or the delivery of other goods than spare parts necessary for repairs or maintenance, which were not requested by the Consumer,
7. the delivery of goods in a sealed package that is not suitable for return due to health or hygiene reasons, once the Consumer has broken the seal,
8. the delivery of sound or visual recordings or computer programs in a sealed package, if the Consumer has broken the seal,
9. the delivery of newspapers, periodicals, or magazines, except for subscription contracts for their delivery,
10. accommodation, transportation of goods, rental of a means of transport, catering or use of leisure time, if the agreement is to be fulfilled on a specific date or during a specific period,
11. concluded on the basis of a public auction under another law, which the Consumer may physically attend, or
12. the delivery of digital content that is not delivered on a tangible medium, after the performance has commenced; in the case of performance for consideration, if it began with the express consent of the Consumer before the expiration of the withdrawal period, the Consumer has been informed that the right to withdraw from the agreement expires, and the entrepreneur has provided them with a confirmation under Section 1824a paragraph 1 and 2 or Section 1828 paragraph 3 and 4.

If a gift was provided to the Consumer together with the goods, a gift agreement between the Seller and the Consumer is concluded with a dissolving condition that if the Consumer withdraws from the purchase contract, the gift agreement regarding such a gift ceases to be effective and the Consumer is obliged to return the gift together with the goods.

If the Consumer withdraws from the agreement, they are obliged to bear the costs associated with returning the goods, including the costs of returning the goods if such goods cannot be returned by regular postal service due to their nature. The Seller shall return to the Consumer all funds, including delivery costs, received from the Consumer under the agreement within 14 days of withdrawal from the agreement, but not before the Consumer hands over the goods or proves that they have been sent. If the Consumer has chosen a delivery method other than the cheapest one offered by the Seller, the Seller shall refund the consumer the costs of delivering the goods in the amount corresponding to the cheapest offered method of delivering the goods. The Consumer is also liable to the Seller, in particular for any reduction in the value of the goods resulting from handling the goods in a manner other than necessary to establish the nature and properties of the goods.



The right to compensation for damage to the goods is reserved for the Seller, who may unilaterally set off such a claim against the Consumer's claim for a refund of the purchase price.

#### **No. IX. Final Provisions**

**These Purchasing Terms form part of the concluded purchase agreement in the wording specified on the Seller's website on the day of sending the proposal to conclude the purchase agreement (sales offer) by the Seller to the Consumer.**

At the moment of concluding the purchase agreement, the Consumer accepts all provisions of the terms and conditions in the wording attached to the sales offer.

The seller is not bound by any special codes of conduct in relation to the Consumer pursuant to Section 1820 paragraph 1 letter n) of the Civil Code.

The protection of Consumer privacy is governed by the Information on the Processing of Personal Data available at the internet addresses specified in Article II of these Purchasing Terms.

The wording of the Purchasing Terms may be amended or supplemented by the Seller. This provision does not affect any rights and obligations arising during the effectiveness of the previous wording of the Purchasing Terms.

In Starý Mateřov on 15.05.2023