

Terms and Conditions

company
Workswell s.r.o.
with its registered office at Na okraji 335/42, Veleslavín, 162 00 Prague 6
identification number: 290 485 75
registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 162 737

INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions of the Workswell s.r.o. business company (hereinafter referred to as "**terms and conditions**"), with registered office at 335/42, Veleslavín, 162 00 Prague 6, identification number: 29048575, registered in the commercial register maintained by the Municipal Court in Prague, section C, entry 162 737 (hereinafter referred to as "**WSW**") are regulated in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as **the "Civil Code"**) mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract, contract for work or other contract (hereinafter only "**agreement**") concluded between WSW and another entrepreneur or legal entity (hereinafter referred to as "**customer**").
- 1.2. These terms and conditions apply to customers who are entrepreneurs and legal entities.
- 1.3. Provisions deviating from the terms and conditions can be negotiated in the contract in the form of binding orders. Deviating provisions in the contract take precedence over the provisions of the terms and conditions. Terms and conditions are an integral part of every contract.
- 1.4. WSW can unilaterally change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

CONCLUSION OF CONTRACT

- 1.5. All presentation of goods, services and other performance of WSW placed on the website <https://www.workswell.eu/> (hereafter referred to as the "web interface") is for informational purposes only and WSW is not obligated to enter into a contract with respect to these goods or services. The provisions of Section 1732, paragraph 2 of the Civil Code are therefore not applicable.
- 1.6. The web interface contains information about services and offered goods, including relevant technical information data of each item with possible optional accessories.
- 1.7. Based on the customer's request, WSW prepares a specific offer (proposal for the conclusion of the contract), which it presents to the customer. WSW is not obliged to confirm the received request and it is not binding for it. WSW is entitled to verify the request in case of doubts about the authenticity and seriousness of the request.
- 1.8. The WSW offer is valid for the period specified in this offer, but no longer than 60 days from the date the offer is sent to the customer. WSW has the right to withdraw the offer at any time, even within the period specified for its acceptance.
- 1.9. Based on the WSW offer, the customer then makes a binding order towards WSW according to the WSW offer, always in writing via e-mail or another suitable written form.
- 1.10. The contract for performance (especially for the supply of goods or the provision of services) is in the sense of the relevant

provisions of the Civil Code concluded at the moment when the customer's binding order is delivered to WSW, within the deadline set for acceptance of the offer and without any changes compared to WSW's offer.

- 1.11. In the event of cancellation of an order by the customer regarding goods or services, WSW is entitled to cancellation a fee of 90% of the price of the goods/services. If WSW has already incurred costs in connection with the performance of the contract, it is also entitled to full compensation for these purposefully incurred costs. In case of cancellation of the order by the customer regarding goods specially modified according to the customer's requirements, WSW has the right to charge a cancellation fee of 100% of the price.

PRICE OF GOODS AND TERMS OF PAYMENT

- 1.12. The price of goods or services and any costs associated with the delivery of goods or the provision of services according to contract, the customer can pay WSW in the following ways:

- cashless after delivery of goods/provision of service by transfer to the bank account of WSW, which will be communicated to the customer for this purpose, e.g. by stating it on the invoice (hereinafter referred to as "**WSW account**");
- in cash on delivery at the place specified by the customer in the order;
- cashless before sending the goods/providing the service by transfer to the WSW account on the basis advance invoices.

WSW reserves the right in each specific case to determine the customer's method of paying the price of goods/services offered by WSW.

- 1.13. Together with the price of the goods/services, the customer is obliged to pay WSW also the costs associated with the packaging and delivery of the performance in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the price services as well as costs associated with the delivery of goods or the provision of services.
- 1.14. In case of non-cash payment, the price is payable within 14 days from the issue of the WSW invoice, unless otherwise agreed by the contracting parties in a specific case. In the case of non-cash payment, the customer's obligation to pay the price is fulfilled when the relevant amount is credited to the WSW account.
- 1.15. In the case of non-cash payment, the customer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol.
- 1.16. WSW is entitled to demand payment of the full price before sending the goods/providing the service to the customer.
- 1.17. WSW issues a tax document - an invoice - for payments made on the basis of the contract by the customer.
WSW is a VAT payer. Tax document - WSW will send the invoice to the customer at the latest together with the goods or by agreement with the customer in electronic form to the customer's email address.
- 1.18. In the event of non-compliance with the due date according to these terms and conditions, WSW is entitled to contractual default interest in the amount of 0.3% of the amount due for each day of delay. This does not affect WSW's claim to compensation for damage caused by the customer's delay.
- 1.19. In the event of the customer's delay in payment of the price or part of it, WSW is also entitled to suspend further agreed deliveries of goods/providing services, until the moment of payment of all due debts customer.
- 1.20. WSW reserves the right of ownership to the subject of performance and the right of ownership passes to the customer until

by paying the price in full. To eliminate doubts, the contracting parties expressly exclude the use of § 2160 of the Civil Code.

- 1.21. It is agreed between the contracting parties, in accordance with Section 1931 of the Civil Code, that if the customer pays in installments and does not fulfill any installment properly and on time, the customer loses the benefit of the installments and the remaining part of the purchase price becomes due on the first day of the customer's delay in paying the installment in question.

WITHDRAWAL FROM CONTRACT

- 1.22. Until the service is provided or the goods are taken over by the customer, WSW is entitled to withdraw from the contract at any time resign. In such a case, WSW will refund to the customer the price that has already been paid by the customer, without cash to the account provided for this purpose by the customer or to the account from which the funds were transferred to pay the price (if the customer does not notify WSW within 5 days of withdrawal), after offsetting of purposefully incurred costs by WSW for the performance of the contract.
- 1.23. WSW is also entitled to withdraw from the contract if the customer is in arrears with the payment of the price of goods/services longer than 5 working days. At the same time, in this case, WSW is entitled to a contractual penalty of 0.5% of the price of the goods/services.
- 1.24. The customer is not entitled to withdraw from the contract regarding the goods that have been delivered, or which he took over.
- 1.25. Withdrawal from the contract must be made in writing. In cases of contracts negotiated electronically, a withdrawal sent by e-mail is sufficient. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other contracting party.
- 1.26. WSW is entitled to set off a claim for compensation for damage caused to the goods unilaterally against the claim customer for a refund of the purchase price.

SHIPPING AND DELIVERY OF GOODS/FULFILLMENT TIME

- 1.27. In the event that the method of transport is agreed on the basis of a special request by the customer, the customer is responsible risk and possible additional costs associated with this mode of transport.
- 1.28. If, according to the contract, WSW is obliged to deliver the goods to the place specified by the customer in the binding order, the customer is obliged to take over the goods upon delivery.
- 1.29. When taking over the goods from the carrier, the customer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier immediately. A protocol will be written about defects. If a report on packaging defects is not drawn up, the customer loses claims arising from the damaged packaging of the goods and WSW is not responsible for the resulting damage.
- 1.30. Immediately after receiving the goods, the customer is obliged to check the goods, in particular he is obliged to check the number of pieces of goods and their completeness. In case of non-compliance, the customer is obliged to notify WSW without undue delay, but no later than 2 working days after receiving the goods. The customer is obliged to document detected defects in an appropriate way and send this documentation to WSW together with the notification of the defect (complaint).
- 1.31. Non-acceptance of the goods by the customer does not affect the right of WSW to demand full payment of the price.
- 1.32. The customer acknowledges and agrees that the time of delivery of goods/fulfillment of the service is set as non-binding. WSW is entitled to extend the time of delivery of goods/performance of service depending on the occurrence

objective circumstances that prevent delivery within the originally set deadline. Circumstances that occurred independently of WSW's will and were not known at the time of the conclusion of the contract, such as force majeure, changes in legal regulations, default by the WSW supplier, are considered objective circumstances. About extending the delivery time goods/performance of the service, WSW is obliged to notify the customer without undue delay. The customer acknowledges that WSW's commitment to deliver the goods/provide the service is not in the nature of a fixed commitment. Extending the time of delivery of goods/performance of service is not a breach of WSW's contractual obligation and the customer is not entitled to withdraw from the contract for this reason.

- 1.33. In the event that the customer does not allow delivery to the address of his headquarters, to another address indicated by him or through a carrier, it is agreed between the contracting parties that the alternative place of performance is the address of the headquarters of WSW. The customer is obliged to take over the subject of performance at the address of the WSW headquarters at his own expense within 5 calendar days from the date of notification of this fact and to pay all delivery costs incurred by WSW in an attempt to deliver the subject of performance in vain. If the customer does not take over the object of performance within the specified period, WSW is entitled to charge the customer a storage fee of 0.2% of the purchase price for each day of storage (starting with the expiration of the period according to the first sentence of this paragraph).
- 1.34. WSW is entitled to a contractual penalty of 0.5% for each day of delay in the event of the customer's delay in taking over performance. Payment of the contractual penalty does not release the customer from the obligation to properly pay the price and does not exclude the seller's right to compensation for damage caused by this delay.

RIGHTS FROM DEFECTIVE PERFORMANCE

- 1.35. WSW is responsible for defects in the subject of performance that already existed at the time the risk of damage passed to the customer. WSW is only liable for defects that arise later if it caused them by breaching its duty. WSW is not responsible for defects that arose as a result of conditions or material that the customer provided and insisted on using.
- 1.36. WSW makes no warranty of quality unless it issues a separate warranty certificate to the customer in the form of a unilateral WSW warranty statement.
- 1.37. The difference in color shades in reality and on the electronic ones cannot be considered a product defect display devices.
- 1.38. The customer's rights from defective performance are governed by the Civil Code, especially the provisions of Sections 2099 to 2112.
- 1.39. The customer is obliged to always handle the object of performance with sufficient care so that any defects are detected in time. The customer is obliged to report the defect without undue delay, i.e. no later than the following calendar day after the defect was discovered. The customer is obliged to report a hidden defect without undue delay after he could have discovered it with sufficient care, but no later than 6 months after taking over the object of performance in the case of goods and no later than 3 months in the case of services and related performance.
- 1.40. The customer always informs WSW of the defect in writing (by e-mail). WSW will inform the customer without undue delay of the method of checking the notification of the occurrence of a defect, in particular whether it is necessary to check the defect at the place of delivery or whether the customer will deliver the defective item of performance to the WSW headquarters. In the event that the customer delivers a defective item of fulfillment to the WSW headquarters, he is obliged to secure it so that it is not damaged. The shipment must be marked as "complaint" and must contain the least claimed object of performance (including accessories), a copy of the purchase document, handover protocol, a detailed description of the defect and the time it was discovered, the customer's contact information, or documents about the previous

complaint).

- 1.41. WSW will decide on the chosen method of handling the complaint after reviewing the properly claimed defect by the customer.
If the customer considers the defect to be a material breach of contract, WSW is obliged to do so document and prove.
- 1.42. To eliminate the defect, WSW is always entitled to deliver the missing goods to the customer in the first place or to eliminate the defect by repairing the goods.
- 1.43. An exchange of goods or withdrawal from the contract cannot be requested if the customer cannot return the item in the condition in which he received it.
- 1.44. Rights from defective performance do not belong to the customer if he knew about the defect before taking over the item or the defect himself caused
- 1.45. Claims from liability for defects further do not apply to wear and tear of the goods caused by their usual use; on things sold at a lower price; or if it follows from the nature of the matter. Furthermore, claims from liability for defects do not apply to defects in goods caused by **(i)** incorrect, insufficient, unprofessional or unreasonable actions or omissions during storage, handling, installation, operation, use, maintenance and security in violation of the instructions, rules and procedures communicated by the seller in documentation for the goods and/or during assembly, commissioning and training and/or in violation of generally known rules, procedures and principles; **(ii)** failure to ensure conditions for storage, handling, installation, operation, use, maintenance of the object of purchase consisting, in particular, in compliance with the limits of temperature, dustiness, humidity of the environment, chemical and mechanical influences; **(iii)** by carrying out modifications, changes, repairs, interventions by the buyer or a third unqualified person.
- 1.46. WSW is only liable for any damage caused by the goods if it can be proven that such damage was caused intentionally or by gross negligence on the part of a representative or employee of WSW. WSW bears no responsibility for damage caused by the goods to movable or immovable property due to incorrect use of the goods. Compensation for any damage caused by a defect in the goods is limited to 10% of the value of the relevant delivery of goods with which the damage is associated. The customer is obliged to limit WSW's liability for damages to third parties and property to the same extent as defined in this paragraph.
- 1.47. In the event that WSW does not recognize the claimed defects (this is not a legal or warranty liability), it is entitled to bill the customer for the costs of verifying the validity of the claim and assessing the defect.
The customer is obliged to pay the billed costs to WSW within the due date of the tax document that will be sent to him. At the same time, WSW will inform the customer of the method, date and cost of possible removal of an unrecognized defect in the goods and may agree with him to remove the defect for a fee.

SENDING COMMERCIAL MESSAGES AND STORING COOKIES

- 1.48. The customer agrees, in accordance with the provisions of § 7 paragraph 2 of Act No. 480/2004 Coll., on certain services of the information society and on the amendment of certain laws (the Act on certain services of the information society), as amended, to sending WSW business communications to an electronic address or to the customer's phone number.
- 1.49. The customer agrees to the storage of so-called cookies on his computer. If it is possible to make a purchase on the website and to fulfill WSW's obligations from the purchase contract without storing so-called cookies on

the customer's computer, the customer can revoke the consent according to the previous sentence at any time.

DELIVERY

- 1.50. All documents relating to or related to the contract for the supply of goods or the provision of services WSW can deliver to the customer's email address.

FINAL PROVISIONS

- 1.51. If the relationship established by the contract with WSW contains an international (foreign) element, then the parties agree that such a legal relationship is subject to Czech law and that Czech courts have jurisdiction over any disputes.
- 1.52. If any provision of the terms and conditions is invalid or ineffective, or becomes so, the invalid provision 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 others provision.

In Prague on March 1, 2022