

Business Terms and Conditions of HITEX s.r.o.

a limited liability company with its registered offices at Městečko Trnávka 265, 569 41, Czech Republic, Reg. No.: 25934457
registered in the Commercial Register at the Regional Court in Hradec Králové, Section C, File 15776

hereinafter the 'Seller'

for the sale of goods via the e-shop located at the website www.hitex.cz

1. Basic provisions

- 1.1. The Seller is involved in the development, production, and sale of special equipment for target shooters.
- 1.2. These business terms and conditions of the Seller (hereinafter referred to as the 'Terms') regulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the 'Civil Code'), the mutual rights and obligations of the Contracting Parties arising in connection with or on the basis of a purchase agreement (hereinafter referred to as the 'Purchase Agreement') concluded between the Seller and another person (hereinafter referred to as the 'Buyer'), both by the final consumer (hereinafter referred to as the 'Consumer'), as a person who is acting when ordering goods in the course of its business activities or as part of a separate profession (hereinafter referred to as a 'Trader') through the internet website www.hitex.cz (hereinafter referred to as the 'Website'), for the sale of goods, i.e., special equipment (hereinafter referred to as 'Goods') for target shooters offered by the Seller on the Website by the Seller to the Buyer. Any provisions diverging from these Terms can be arranged in the Purchase Agreement; diverging written arrangements made between the parties shall take precedence over the provisions of these Terms.
- 1.3. The Terms and Conditions shall apply in cases where a person intending to purchase Goods from the Seller is a legal person or a person who, when ordering Goods, is acting within the scope of their business activities or the independent performance of a profession.
- 1.4. The provisions of these Terms are an integral part of the Purchase Agreement / order.
- 1.5. The Seller may change the wording of the Terms or add to it. This provision shall not affect the parties' rights and obligations that arise during the effectiveness of the prior wording of the Business Terms and Conditions.

2. Specifications and Price of Goods

- 2.1. The current offer of Goods from the Seller is available on the Website of the Seller (www.hitex.cz), and any presentation of Goods

placed on the Website of the Seller is informative in nature. The Seller is not obliged to conclude a contract for such Goods. Section 1732 (2) of the Civil Code shall not be used.

- 2.2. The price of the Goods selected by the Buyer is always negotiated individually with each Buyer in the manner set forth below, given that each item of the Goods is produced for the Buyer on the basis of the agreed specifications. Any information provided verbally or over the phone regarding estimated prices of Goods prior to confirmation is only for informative purposes and is non-binding for the Seller and not enforceable by the Buyer.

3. Contract establishment

- 3.1. Before the actual processing of the order, it is recommended that the Buyer contact the sales department of the Seller at the email address blazek@hitex.cz, which will inform the Buyer of more specific conditions and will provide support options for ordering Goods in the form of:

- A. Ready-to-wear
- B. Measurements
- C. Models

All three of these options may be ordered by completing the interactive measurements at www.hitex.cz. The Buyer will also be informed that the measurements must be carried out by a person trained in the manner required by HITEX s.r.o. or a person who has experience measuring products for HITEX s.r.o. Measuring is also described in detail in an instructional video located at www.hitex.cz.

- 3.2. A Purchase Agreement shall be concluded on the basis of an order placed by the Buyer in the manner described below.
- 3.3. The Buyer (if the Buyer is a Consumer) or customer of the Buyer (if the Buyer is a Trader) shall allow themselves to be measured by a person trained by Hitex s.r.o. or a person who has measurement experience and proceeds according to the instructions in the video that is on the Website of the Seller (www.hitex.cz) in the Czech, English and German languages.

- 3.4. The Buyer shall be responsible for the accuracy of all the completed data, including dimensions, colours, and accessories, in the interactive

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measuring interface on the Website of the Seller (www.hitex.cz).

- 3.5. The Buyer shall choose a specific model of clothing from the menu on the Website of the Seller (www.hitex.cz) in the 'measurement' tab.
- 3.6. The Buyer shall complete all of the measurement steps (order form), i.e. dimensions (and/or dimensions of the Buyer's customer), colour combination of target shooter's clothing, accessories, and initials. The Buyer shall then agree to a binding order and the processing of personal data by clicking on 'Consent to binding purchase order and Consent to the processing of data'. The data specified by the Buyer in the order form when ordering the Goods shall be considered accurate by the Seller.
- 3.7. The Buyer's completed and confirmed order shall be sent automatically to the sales department of the Seller.
- 3.8. The Buyer shall then receive an email message sent to the specified email address with a copy of the configuration including a summary of the specified measurements and information that the Buyer will be informed as soon as possible regarding further steps.
- 3.9. The sales department of the Seller, after accepting the Buyer's order electronically, shall contact the Buyer at the specified email address with a notification that the order has been received for processing. After the order is processed by the Seller, the Buyer will receive at the specified email address the price of the selected, individually configured Goods, including the estimated delivery date. Postage costs shall be added to the price of the Goods; the Buyer is obliged to pay the postage costs to the Seller together with the purchase price of the Goods.
- 3.10. The Buyer shall send an email message to the email address from which the Seller sent the price quote, a statement of consent to the price of the selected, individually configured Goods to which postage costs will be added. The cost of postage is determined by the weight and the town and state/country where the Goods are to be sent.

3.11. Upon the Buyer's consent to the price of the selected, individually configured Goods in accordance with the procedure laid down in point 3.10 of the Terms, a Purchase Agreement will be considered to have been established.

3.12. Following the approval of the price of the Goods in accordance with the procedure laid down in point 3.10 of the Terms, the Seller shall issue and send to the Buyer's specified email address a pro forma invoice for payment in advance with a payment due date within 14 days; the invoice shall be paid by non-cash transfer to the Seller's bank account specified in the pro forma invoice. The Buyer's obligation to pay the purchase price shall be fulfilled upon the crediting of the respective amount to the Seller's account.

3.13. After payment of the pro forma invoice has been received, the Seller shall produce the Goods ordered by the Buyer, specifically custom-ordered Goods. The production and delivery process will take up to approximately 6–10 weeks.

3.14. Before dispatching the Goods based on the Buyer's specified configuration, the Goods will undergo quality control measurements. The Seller shall record the quality control measurements in the record kept on file with the Seller.

3.15. Together with the produced Goods, the Seller shall send the Buyer an invoice electronically to the email address of the Buyer.

4. Delivery terms

4.1. The Seller shall deliver the Goods to the Buyer in accordance with the agreed order within the time limit indicated by the Seller when sending the price of the Goods ordered, unless the parties agree otherwise.

The Seller shall send the Goods to the Buyer's specified address. The Buyer is obliged to accept the Goods delivered.

4.2. If, due to reasons on the Buyer's side it becomes necessary to deliver Goods repeatedly or in a manner other than as specified in the Order, the Buyer shall be required to pay the costs related to repeat delivery of the Goods and the costs related to a different delivery method.

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4.4. Upon acceptance of the Goods from the shipper, the Buyer shall be required to check that the packaging of the Goods has not been breached, and in the event of any defects to notify the shipper promptly.

4.5 The Buyer is obliged to check the consistency of the quantities and the configuration of the Goods immediately after delivery of the Goods. If the Buyer discovers a discrepancy between the supplied and the ordered Goods or apparent damage to the packaging or products, the Buyer shall be obliged to notify the Seller and/or shipper immediately in writing and record the discrepancy on the delivery note.

5. Order cancellation by the Buyer, withdrawal from the Purchase Agreement

5.1. After the acceptance of the order by the Seller and confirmation of the price of the Goods ordered by the Buyer according to Article 3.10. of the Terms, it will be necessary to discuss any change to or cancellation of the order with the Seller, as the Buyer cannot cancel the order unilaterally, since it concerns custom Goods.

5.2. The Buyer, even if they are also a Consumer, acknowledges that, pursuant to the provisions of Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from the purchase contract for the supply of Goods that have been modified according to the Buyer's wishes or for their person.

6. Terms of payment, transfer of ownership

6.1. The payment shall be made based on the Seller's issued pro forma invoice in the manner described in Article 3.12. of the Terms with usual payment terms applying to the delivery of Goods. Other payment terms can be agreed upon individually, especially if the Buyer is a Trader,

6.2. Unless the Buyer and Seller have agreed otherwise, the Buyer shall be obliged to pay the purchase price of the Goods on the basis of the pro forma invoice issued by the Seller. The payment term of the invoice is 14 days from the date of issuance, unless otherwise agreed. The invoice shall contain details about the type, quantity, price, delivery address, and billing address in relation to the Goods. The invoice must

contain all of the details required for a tax document.

6.3. In the event that the Buyer is unable to make the payment by the payment due date specified on the pro forma invoice issued by the Seller for any reason, the Buyer must promptly contact the Seller and agree on a change to the payment terms. If the Buyer does not do so and/or if there is no agreement on the due date, the Seller shall be entitled to withdraw from the Purchase Agreement.

6.4. If the Buyer prevents the Seller from meeting the agreed terms of delivery of the Goods as a result of a delay with the takeover of the Goods or fails to provide the Seller with the needed cooperation, the Seller shall be entitled to place the unretrieved Goods in storage, and if the Buyer does not take possession of the Goods within 6 months, the Seller shall be entitled to destroy the Goods at the Buyer's expense.

6.8. The Buyer shall acquire the title to the Goods upon acceptance.

6.9. The liability for damage to the Goods shall pass to the Buyer at the moment the Goods are taken over.

7. Defects in Goods

7.1. The Seller shall be responsible for ensuring the Buyer that the Goods are not defective. In particular, the Seller shall be responsible for ensuring the Buyer that at the time the Seller takes over the Goods::

- the Goods will have the features the parties have agreed to, and if there is no such agreement, the features which the Seller specified or which the Buyer expected with regard to the nature of the Goods and based on advertising by the Seller;
- the Goods are suitable for the purpose(s) for which they are specified by the Seller or for which Goods of this type are normally used;
- the Goods are in the appropriate quantity, level of quality or weight; and
- the Goods comply with the requirements of legislation.

7.2. The provisions specified in Article 7.1 of these

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Terms are not applicable for Goods sold at a lower price due to defects for which a lower price has been agreed upon due to wear of the Goods caused by regular use, for used Goods due to a defect corresponding to the level of use and wear which the Goods had upon acquisition by the Buyer, or if otherwise implied by the nature of the Goods.

- 7.3. If a defect appears within a period of 6 months from acceptance, then it shall be assumed that the Goods were already defective at the time of their acceptance.
- 7.4. The Seller provides the Buyer with a warranty for the Goods for 24 months (unless stated otherwise), which shall begin from the moment of receipt of the Goods.
- 7.4. The rights arising from defects may be exercised by the Buyer in relation to the Seller at the Seller's registered seat, located at the address Městečko Trnávka 265, 569 41, Czech Republic.
- 7.5. The Seller shall not be liable for any defects in the Goods if they have been caused by the Buyer or any factors outside the Seller's control.
- 7.6. If, after takeover of the Goods, the Buyer discovers that the ordered Goods are not suitable for the Buyer or the Buyer's customer based on their expectations, the Buyer shall promptly inform the Seller's sales department at the email address blazek@hitex.cz. The Buyer shall follow the instructions issued by the Seller, including sending photos in a shooting position, accompanied by a tape measure for the places where the problem is, and writing down many centimetres must to be added or removed. The Seller shall send the Buyer electronically to the specified email address instructions regarding how to proceed, i.e., sending Goods (clothing) back into production, where all of their dimensions will be verified and where it will be assessed who is responsible for what has occurred; in the event of errors by the Buyer, in particular improper submission of data (or data of the Buyer's customer, if the Buyer is a Trader) in an order form, the Buyer shall reimburse the Seller for all costs incurred for repairs and postage related to returning and repeat delivery of

the Goods; in the event of the Seller's error, the Seller shall pay these costs.

8. Return Policy

- 8.1. The Buyer is required to submit any claims by sending the subject of performance (the complete Goods that are the subject of the complaint) and issuing a written notice containing a description that is as detailed as possible of the discovered defect(s) in the Goods, or may apply such complaints in person. The complaint location is the Seller's registered seat specified in Article 7.4. of the Terms.
- 8.2. If a claim regarding defects in the Goods is lodged, the Seller shall take possession of the Goods for complaint handling. The Buyer shall be informed of the outcome of their complaint by email to the Buyer's specified email address.

9. Elimination of defects in Goods

- 9.1. The Seller is authorised to use third parties to ensure the elimination of defects.

10. Liability

- 10.1. The Seller shall not be liable to the Buyer for damages that arise as a result of:
- improper or inadequate use of the Goods,
 - improper or inadequate cleaning of the Goods.
- 10.2. The parties to this binding relationship hereby state that the amount of foreseeable damages that may arise as a result of the Seller's breach of its obligations shall be no greater than the price of the Goods in relation to which the damages have occurred, unless the parties agree on a different amount.
- 10.3. The parties to this binding relationship shall not be liable, except in cases defined by the applicable law, for breaches of obligations as a result of force majeure, i.e. circumstances arising independently of the will of the parties that could not be averted despite maximum effort, and/or which are objectively inevitable circumstances. In the event of force majeure (such as the destruction of the vehicle delivering the ordered Goods, a fire affecting the ordered Goods, etc.), the Seller shall cease to be obliged to deliver the ordered Goods to the Buyer, in which case the Buyer shall be unable to enforce entitlement to its delivery or to claim compensation for damages.

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11. Contracting Parties' other rights and obligations

- 11.1. In relation to the Buyer, the Seller is not bound by any codes of conduct as defined by the provisions of Section 1826 (1) (e) of the Civil Code.
- 11.2. Any Consumer complaints shall be settled by the Seller via the email address blazek@hitex.cz. The Seller shall send information about the settlement of the Buyer's complaint to the email address used by the Buyer to send the complaint.
- 11.3. The competent authority for out-of-court settlement of Consumer disputes arising from the Purchase Agreement is Česká obchodní inspekce (The Czech Trade Inspection Authority), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Reg. No.: <https://adr.coi.cz/cs>. The online settlement platform at <http://ec.europa.eu/consumers/odr> may be used to settle disputes between the Seller and the Buyer resulting from a Purchase Agreement.
- 11.4. The European Consumer Centre Czech Republic, with its registered seat at Štěpánská 567/15, 120 00 Prague 2, website: [Http://www.evropskyspotrebitel.cz](http://www.evropskyspotrebitel.cz) is a contact point according to the Directive of the European Parliament and Council (EU) No. 524/2013 of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 11.5. The Seller is entitled to sell Goods based on a trade licence. The Trade Licensing Authority shall exercise its relevant jurisdiction to check the validity and effectiveness of trade licences. The Czech Personal Data Protection Office shall perform supervision over personal data protection. The Czech Trade Inspection Authority shall to a limited extent perform tasks including the supervision of compliance with Act No. 634/1992 Coll., the Consumer Protection Act, as amended.
- 11.6. The Buyer hereby accepts the risk of a change of circumstances pursuant to Section 1765 (2) of the Civil Code.

12. Personal data protection, sending of commercial notices, storage of cookies

- 12.1. The Seller shall comply with their information obligation in relation to the Buyer in accordance with Article 13 of Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as the '**GDPR**') relating to the processing of the Buyer's personal data for the purpose of performance of a Purchase Contract and for the purpose of negotiations relating to a Purchase Contract and for the purpose of complying with the public law obligations, through a separate document.
- 12.2. The Buyer agrees, within the meaning of Section 7 (2) of Act No. 480/2004 Coll, on Certain Information Society Services and on Amendments to some Acts (Certain Information Society Services Act), as amended, to receiving the Seller's commercial communications at the Buyer's email address or phone number. The information obligation towards the Buyer within the meaning of Article 13 of the GDPR relating to the processing of the Buyer's personal data for the purpose of sending commercial communications is fulfilled by the Seller through a separate document.
- 12.3. The Buyer gives its consent to the saving of cookies on its computer. If it is possible to shop on the Website and perform the Seller's obligations arising from the Purchase Contract without the saving of cookies on the Buyer's computer, the Buyer may cancel its consent as per the previous sentence at any time

13. Final provisions

- 13.1. All documents shall be delivered to the Buyer's specified email address.
- 13.2. To the extent that the relationship established under the Purchase Agreement contains an international (foreign) element, the parties' relationship shall be governed by Czech law. By choosing the law under the preceding sentence, a Buyer who is a Consumer is not deprived of the protection provided to them by the provisions of the law, from which the parties cannot deviate as part of the contractual relationship, and which, in

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the absence of a choice of law, would otherwise apply under Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

- 13.3. Should any provisions of the Commercial Terms and Conditions be found to be or become invalid or ineffective, then such invalid and/or ineffective provisions shall be replaced by provisions with a meaning that corresponds as closely as possible to the purpose of the replaced provisions. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.
- 13.4. The Purchase Agreement, including the Commercial Terms and Conditions, shall be archived by the Seller in an electronic form and shall not be accessible.
- 13.5. Seller's contact information: address for correspondence: HITEX s.r.o., Městečko Trnávka 265, 569 41, Czech Republic, email address: blazek@hitex.cz
- 13.6. These Terms are published on the Website of the Seller (www.hitex.cz) and are available at the registered offices of the Seller at HITEX s.r.o., Městečko Trnávka 265, 569 41, Czech Republic. The Buyer is hereby notified that the binding relationship established during the provision of the aforementioned performance and established at the time of receipt and acceptance of the Buyer's issued order by the Seller shall be governed by these Terms.
- 13.7. The Seller reserves the right in accordance with the provisions of Section 1752 of the Civil Code to revise or supplement these Terms, particularly in the event of changes to related legislation or in the event of a change in the manner of delivery of the Goods. Any such change and/or supplementation of these Terms and their effectiveness shall be reported by the Seller in an appropriate manner, which shall also include publication on the Website specified in these Terms.

These Business Terms and Conditions are valid as of 25.5.2018