

## Terms and Conditions

of the company  
Ing. Radek Pohan  
with registered office at Hermankova 861/9, 713 00, Ostrava - Hermanice, Czech Republic (EU),  
identification number: 01343581  
registered in the Trade Register kept by Ostrava City Municipality,  
No. S-SMO/018831/13/ZU  
for the sale of the goods through an online shop located on the internet address  
[www.eliterebels.eu](http://www.eliterebels.eu)

### 1. BASIC PROVISIONS

- 1.1. The Terms and Conditions (hereinafter „**Terms and Conditions**“) of the company Ing. Radek Pohan, with registered office at Hermankova 861/9, 713 00, Ostrava - Hermanice, Czech Republic, identification number: 01343581, registered in the Trade Register kept by Ostrava City Municipality No. S-SMO/018831/13/ZU (hereinafter “**seller**”) adjust in accordance with the provision of section 1751 paragraph 1 of the Act No. 89/2012 Sb., Civil Code (hereinafter “**Civil Code**”) the mutual rights and obligations of the contracting parties arising in connection with or based on the sales contract (hereinafter “**sales contract**”) concluded between the seller and another natural person (hereinafter “**buyer**”) through the seller’s internet shop. The internet shop is operated by the seller on the internet address [www.eliterebels.eu](http://www.eliterebels.eu), through the web interface (hereinafter “**web interface of the shop**”)
- 1.2. The Terms and Conditions do not apply to cases, where the person that intends to buy goods from the seller, is the artificial person, or person who acts within its business activity when ordering the goods or the person is self-employed.
- 1.3. Differing provisions of the Terms and Conditions can be negotiated in the sales contract. Different provisions in the sales contract take precedence over the provisions of the Terms and Conditions.
- 1.4. Provisions of the Terms and Conditions are the inseparable part of the sales contract. The sales contract and the Terms and Conditions are drawn up in English. The sales contract can be concluded in English.
- 1.5. The wording of the Terms and Conditions can be changed or supplemented by the seller. The rights and obligations arising during the effectivity of the previous wording of the Terms and Conditions are without prejudice to this provision.

### 2. USER ACCOUNT

- 2.1. The buyer can access his/her user interface based on the buyer’s registration made on the website. The buyer can carry out ordering goods from his/her user interface (hereinafter “**user account**”). The buyer can order goods without registration directly from the web interface of the shop, in case that the web interface of the shop allows it.

- 2.2. The buyer is obliged to state all the details correctly and truthfully when registering on the web page and ordering goods. The details stated in the user account must be updated on any change by the buyer. The details provided in the user account by the buyer and during ordering goods are considered to be correct by the seller.
- 2.3. The access to the user account is secured by username and password. The buyer is obliged to maintain confidentiality about necessary information to access to her/her account.
- 2.4. The buyer is not authorized to allow the use of the user account to third parties.
- 2.5. The seller may close the user account, especially if the buyer does not use his/her user account for more than two years or if the buyer breaks the sales contract's obligations (including Terms and Conditions).
- 2.6. The buyer takes into account, that the user account does not have to be available continuously, especially with regard to the necessary maintenance of the hardware and software equipment of the seller, or to the necessary maintenance of the hardware and software equipment of the third parties.

### 3. CONCLUDING THE SALES CONTRACT

- 3.1. All the presentations of the goods placed in the web interface of the shop are of informative nature and the seller is not obliged to conclude sales contract concerning these goods. The provision of section 1732 paragraph 2 of the Civil Code does not apply.
- 3.2. The web interface of the shop contains information about the goods, including the statements of prices of the individual goods and the costs of returning the goods if these goods cannot be returned by usual postal route for their nature. The goods' prices are stated including the value added tax and all the related fees. The goods' prices remain valid for as long as they are displayed in the web interface of the shop. The seller's possibility to conclude sales agreement under individually negotiated terms is not limited by this provision.
- 3.3. The web interface of the store also includes information on the costs related to packaging and delivering of the goods. The information on costs related to packaging and delivering of the goods stated in the web interface of the store is valid only in cases when the goods are delivered within the territory of the European Union.

- 3.4. To order the goods, the buyer will fill in the ordering form in the web interface of the shop. The ordering form mainly contains information about:
- The ordered goods (ordered goods are “put” into the electronic shopping cart of the web interface of the shop by the buyer),
  - The payment method of the sales price of the goods, data of the required way of delivery of the ordered goods and
  - Information on the costs related to the goods’ delivery (hereinafter jointly “**order**”).
- 3.5. The buyer is allowed to check and modify the data, that were placed in the order by the buyer, with regard to the buyer’s ability to find out and correct the errors caused by entering data into the order before sending the order to the seller. The buyer sends the order to the seller by clicking the “**Process to PayPal**” button. The data stated in the order are considered to be correct. The seller affirms the receiving of the order as soon as possible via e-mail, on the buyer’s e-mail address stated in the user interface or in the order (hereinafter “**buyer’s e-mail**”).
- 3.6. The seller is always entitled to ask the buyer for additional confirmation of the order (for example in writing or by phone), depending on the order’s nature (quantity of goods, sales price, estimated delivery costs).
- 3.7. The contractual relationship between the seller and the buyer is established by the order’s delivery (acceptance), which is sent by the seller to the buyer via e-mail to the buyer’s e-mail address.
- 3.8. The buyer agrees with using the means of distance communication when concluding the sales contract. The costs incurred to the buyer when using the means of distance communication in connection with concluding the sales contract (costs of internet connection, costs of phone calls) are paid by the buyer himself/herself.

#### 4. PRICE OF GOODS AND PAYMENT CONDITIONS

- 4.1. The buyer may pay the seller the price of goods and potential costs related to goods’ delivery according to the sales contract by the following method:
- Cashless by payment card;
  - Cashless by way of payment system GoPay;
  - Cashless by way of payment system PayPal;
  - Cashless by transfer to the seller’s account, IBAN: BE38 9670 3497 9172, SWIFT/BIC: TRWIBEB1XXX, kept at the company TransferWise Europe SA, Square de Meeûs 38 bte 40, Brussels, 1000, Belgium (hereinafter „**seller’s account**“);
- 4.2. The buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods at the agreed amount, together with the sales price. Unless otherwise specified, the sales price is also understood as costs related to the goods’ delivery.
- 4.3. The seller does not demand deposit or other similar payment from the buyer. This is without prejudice to the provision of Article 4.6 of the Terms and Conditions regarding obligation to pay the sales price of the goods in advance.
- 4.4. In the case of cashless payment, the sales price is due for payment at the time of the conclusion of the sales contract.
- 4.5. In the case of cashless payment, the buyer is obliged to pay the sales price of the goods together with stating the variable symbol of the payment. In the case of cashless payment, the buyer’s obligation to pay the sales price is fulfilled when the corresponding amount is charged to the

seller's account.

- 4.6. The seller is entitled, especially in the case, that the seller does not receive the additional confirmation of the order from the buyer (Article 3.6), to request the payment of the full sales price before the goods are dispatched to the buyer.
- 4.7. Any discounts on the price of the goods provided by the seller to the buyer cannot be combined.
- 4.8. If it is usually within the trade or if it is settled by the generally binding legislation, the seller issues a tax document for the buyer – invoice – concerning payments based on the sales contract. The seller is not a taxpayer of the value added tax. The tax document – invoice – is issued by the seller for the buyer after payment of the goods' price and is sent in electronic form to the buyer's e-mail address.
- 4.9. Under the Act on Registration of Sales, the seller is obliged to issue a receipt to the buyer. The seller is also obliged to register the received payment at the tax administrator online; in case of technical failure, within no later than 48 hours.

## 5. WITHDRAWING FROM THE SALES CONTRACT

- 5.1. The buyer takes into account, that according to the provision of the section 1837 of the Civil Code, it is not possible, besides other things, to withdraw from the sales contract on goods delivery, that has been adjusted according to the buyer's wish or for his/her person, from the sales contract on goods delivery that yield to rapid spoilage, as well as the goods, that were irretrievably mixed with other goods after the delivery, from the sales agreement on the goods delivery in sealed packaging, that the consumer has pulled out from the packaging and it is not possible to return them for hygienic reasons and from the sales contract on delivery of a sound or pictorial recording or a computer program, if he/she disrupts the original packaging.
- 5.2. If it's not the issue stated in Article 5.1 or another case, when it is not possible to withdraw from the sales contract, the buyer has got the right to withdraw from the sales contract in conformity with the provision of section 1829 paragraph 1 of the Civil Code, within fourteen (14) days from the receipt of the goods, wherein the case, that several kinds of goods or delivery of several parts were subject to the sales contract, this period runs from the date of the receipt of the last delivery of the goods. The withdrawal from the sales contract must be sent to the seller within the period stated in the previous sentence. In order to withdraw from the sales contract, the buyer may use the sample form provided by the seller, which is part of the supplement of the Terms and Conditions. Besides other things, the buyer may send the withdraw from the sales contract to the address of the seller's place of business or on the e-mail address of the seller [info@eliterebels.eu](mailto:info@eliterebels.eu).
- 5.3. In case of withdrawing from the sales contract in accordance with the Article 5.2 of the Terms and Conditions, the sales contract rescinds from the outset. The goods must be returned to the seller within fourteen (14) work days since dispatching the withdraw from the sales contract to the seller. If the buyer withdraws from the sales contract, the buyer bears the costs associated with returning the goods to the seller, also in the case when the goods cannot be returned by usual postal route for their nature.
- 5.4. In case of withdrawing from the sales contract in accordance with the Article 5.2 of the Terms and Conditions, the seller returns the funds received from the buyer within fourteen (14) days since the withdrawal from the sales contract by the buyer, in the same manner, as the seller

accepted the funds from the buyer. The seller is also entitled to return the performance provided by the buyer upon returning the goods by the buyer or different manner if the buyer agrees with it and no additional costs will emerge to the buyer. If the buyer withdraws from the sales contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or proves, that the goods have been dispatched to the seller.

- 5.5. The seller is entitled to unilaterally credit the buyer's claim for a refund of the purchase price with the claim to compensation for damage incurred on the goods.
- 5.6. Upon receipt of the goods by the buyer, the seller is entitled to withdraw from the sales contract at any time. In such case, the seller gives the buyer's sales price back without undue delay, cashless on the account specified by the buyer.
- 5.7. If a gift is provided together with the goods to the buyer, the donation contract between the seller and the buyer is concluded with cancellation term, that if the buyer withdraws from the sales agreement, the donation agreement becomes ineffective concerning the gift and the buyer is obliged to return the provided gift together with the goods to the seller.

## 6. TRANSPORT AND DELIVERY OF THE GOODS

- 6.1. In case that the mean of transport is negotiated upon buyer's special request, the buyer bears the risk and possible additional costs related to this mean of transport.
- 6.2. According to the sales contract, if the seller is obliged to deliver the goods in the place specified by the buyer in the order, the buyer is obliged to accept the goods upon delivery.
- 6.3. In case, that it is necessary to deliver the goods repeatedly or in another way than it was stated in the order for reasons on the buyer's side, the buyer is obliged to pay the costs related to the repeated delivery of the goods, respectively the costs associated with another mean of delivery.
- 6.4. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the case of any defects notify the carrier without undue delay. In the event of violation of the packaging showing the unauthorized entry into the consignment, the buyer does not have to accept the delivery from the carrier.
- 6.5. Other rights and obligations of the parties during the transport of the goods can be adjusted by the seller's specific terms of delivery if they were issued by the seller.

## 7. RIGHTS OF DEFECTIVE PERFORMANCE

- 7.1. The rights and obligations of the contracting parties regarding rights of defective performance are governed by generally binding legislation (especially by the provisions of sections 1914 to 1925, sections 2099 to 2117 and section 2161 to 2174 of the Act No. 89/2012 Sb., Civil Code and the Act No. 634/1992 Sb., Consumer Protection Act, as amended).
- 7.2. The seller is liable for the goods to be flawless upon receipt to the buyer. In particular, the seller is responsible to the buyer, that at the time the buyer accepted the goods:
  - the goods have got attributes, that were agreed on by the parties, and if there is no arrangement the goods have got attributes which the seller or the manufacturer described or which the buyer expected with regard to the advertisement they promote,
  - the goods are suitable for the purpose, that is stated by the seller or to which the goods of this kind are usually used,

- the goods meet the requirements of the quality or performance of the agreed sample or template if the quality or performance was determined according to the agreed sample or template,
- the goods are in the appropriate quantity, amount or weight and
- the goods meet the requirements of the law.

7.3. The provisions of Article 7.2 of the Terms and Conditions do not apply to goods being sold at lower price for defect for that the lower price was agreed, for the wear of the goods caused by its regular use, for used goods for the defect corresponding to the extent of using or wearing that the goods already had upon takeover of the buyer, or it emerges from the nature of the goods.

7.4. If a defect becomes evident within six months since the takeover, it is considered that the goods were defective already at the takeover. The buyer is entitled to claim the right for defects that occur on consumer goods within twenty-four months since the takeover.

7.5. The buyer makes a claim to rights to defective performance at the seller's address of his place of business where the acceptance of the complaint is possible due to the assortment of goods being sold, eventually at the registered office or place of business. The moment when the complaint is made is a moment when the seller received the complained goods from the buyer.

7.6. Other rights and obligations of the parties related to the seller's liability for damages can be regulated by the seller's complaints rules.

## 8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The buyer comes into possession of the goods when the sales price is completely paid.

8.2. The seller is not bound by any codes of conduct in the relation to the buyer within the meaning of provision section 1826 paragraph 1 subparagraph e) of the Civil Code.

8.3. Dealing with the consumers' complaints are handled by the seller through the e-mail address [info@eliterebels.eu](mailto:info@eliterebels.eu). The information on the buyer's settlement of the complaint will be sent by the seller to the buyer's e-mail address.

8.4. The Czech Trade Inspection Authority with registered office at Stepanska 567/15, 120 00 Praha 2, identification number: 00020869, Internet address: <https://www.coi.cz/informace-o-adr/>, is authorized to the out-of-court settlement of the consumer disputes from the sales contract. The platform for disputes' settlement online is located on the Internet address <http://ec.europa.eu/consumers/odr> that can be used to settle disputes between the seller and the buyer from the sales contract.

8.5. The European Consumer Centre Czech Republic, with registered office at Stepanska 567/15, 120 00 Praha 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to the Regulation (EU) No 524/2013 of the European Parliament and of the Council 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 consumer ODR).

8.6. The seller is authorized to sell the goods on the basis of the trade license. The authorized Trade Licensing Office does the trade control within its scope of competence. The supervision of the area of personal data protection is performed by The Office for Personal Data Protection. Among other things, The Czech Trade Inspection Authority performs in the defined extent the supervision of the observance of the Act No. 634/1992 Sb., Consumer Protection Act, as



amended

8.7. The buyer assumes the risk of changing of circumstance in accordance with the section 1765 paragraph 2 of the Civil Code.

## 9. PROTECTION OF PERSONAL DATA

9.1. The information obligation toward the buyer within the meaning of the Article 13 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 "GDPR Regulation") relating to the processing of the buyer's personal data for the purposes of performance of the sales contract, for the purposes of negotiations of this contract and for the purposes of fulfillment of the public obligations of the seller, the seller fulfills them through a special document.

## 10. SENDING COMMERCIAL COMMUNICATIONS AND STORAGE OF COOKIES

10.1. The buyer agrees with sending information related to the seller's goods, services or company on the e-mail address of the buyer and also agrees with sending the commercial communication by the seller to the e-mail address of the buyer. The information obligation towards the buyer within the meaning of the Article 13 of the GDPR Regulation related to the processing of the buyer's personal data for the purposes of sending commercial communications is fulfilled by the seller through a special document.

10.2. The buyer agrees with storing of the so-called cookies on his computer. In case that the shopping is possible on the website and the seller's obligations from the sales agreement can be performed, without saving of the so-called cookies on the buyer's computer, the buyer may withdraw the consent according to the previous sentence at any time.

## 11. DELIVERY

11.1. It can be delivered to the buyer on his/her email address.

## 12. FINAL PROVISIONS

12.1. If a relationship based on the sales contract contains an international (foreign) element, the parties negotiate that relationship is governed by Czech law then. By the choice of law according to previous sentence, the buyer, who is the consumer, is not depriving of the protection, granted to him by the provisions of the legal system, from which is prohibited to derogate, and which would otherwise apply in the non-existence of the choice of law according to the provision of Article 6 paragraph 1 of the 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).

12.2. If any provision of the Terms and Conditions is considered to be void of ineffective, or it will become, instead of void provisions a provision will be introduced whose import is close to the

void provision. By the voidability or unenforceability of one provision is not affected the validity of other provisions.

- 12.3. The sales contract, including with the Terms and Conditions, is archived by the seller in the electronic form and is not accessible.
- 12.4. The attachment of the Terms and Conditions contains a sample form to withdraw from the sales contract.
- 12.5. Under the Act on Registration of Sales, the seller is obliged to issue a receipt to the buyer. The seller is also obliged to register the received payment at the tax administrator online; in case of technical failure, within no later than 48 hours.
- 12.6. The seller's contact data: postal address Ing. Radek Pohan, Hermankova 861/9, 713 00, Ostrava - Hermanice, Czech Republic (EU), phone number: +420 552 308 601, e-mail address [info@eliterebels.eu](mailto:info@eliterebels.eu).

In Ostrava, Czech Republic (EU) on 2021/04/28

Ing. Radek Pohan