

Terms and Conditions

I. Basic Provisions

These General Terms and Conditions of Business (hereinafter referred to as "GTC") regulate the relations between the contracting parties the parties to the purchase contract/license agreement, where on one side is the company TRAIVA s.r.o., ID No. 25380141, VAT No. CZ25380141, with registered office at Pohraniční 104, 703 00 Ostrava, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 16963 as the seller (hereinafter referred to as "TRAIVA" or "Seller") and on the other hand the buyer (hereinafter referred to as hereinafter referred to as the "Buyer").

Further information about Traiva s.r.o. can be found on the website www.e-safetyshop.eu.cz in the "Contact Us" section.

The Buyer under these GTC is a natural person in the capacity of a consumer or a natural person engaged in business person or a legal entity.

A consumer is any person who, outside the scope of their business or outside the scope of his or her independent exercise of his or her profession, enters into a contract with TRAIVA or otherwise dealing with TRAIVA.

An entrepreneur is one who independently carries out on his own account and responsibility gainful activity by way of a trade or similar business with the intention of doing so consistently for the purpose of making a profit. An entrepreneur shall be regarded, inter alia, for the purposes of the protection of consumer protection, any person who concludes contracts relating to his own business, manufacturing or similar activity or in the independent exercise of his profession, or a person who acts in the name or on behalf of an entrepreneur. For the purposes of the GTC, an entrepreneur is means a person who acts in accordance with the preceding sentence in the course of his business activity. If the Buyer provides his/her identification number in the order, he/she acknowledges that he/she is in contractual relationship with TRAIVA, he is considered to be an entrepreneur and the rules set out in the GTC for entrepreneurs.

By creating an order, the buyer confirms that he/she has familiarized himself/herself with the these GTC, which form an integral part of the Pre-Contract Notice to the Buyer consumers contained in Article II of the GTC, the Complaints Procedure, the Privacy Policy and the Shipping Methods document, and that he expressly agrees to them, as amended and in force and in force at the time the order is created.

The Buyer is aware that the purchase of goods that are in TRAIVA's commercial offer does not incur no rights to use registered trademarks, trade names, company logos, etc. TRAIVA or TRAIVA's contractual partners, unless there is a specific contract in a particular case agreed otherwise.

The Buyer will receive a copy of the GTC as an attachment to the order confirmation to the specified e-mail address address, or are available after logging into the Buyer's user profile, section Customer Account and subsection Orders. The Buyer will receive an invoice containing the basic details of the contract, including a receipt in accordance with the Revenue Registration Act and a tax document, in printed form, which the Buyer agrees to. In case of interest in sending the invoice in electronic form, it is possible to use our contact form.

II. Pre-contractual Communication to the Buyer Consumers

TRAIVA informs the Buying Consumer that

- a) the cost of means of distance communication does not differ from the basic rate (if applicable).

internet and telephone connection according to the terms and conditions of the Buyer's operator, TRAIVA does not charge any additional fees, this does not apply to contractual transport);

- b) requires payment of the purchase price prior to the Buyer's acceptance of the performance from TRAIVA, if applicable. the obligation to pay a deposit or similar payment applies to the Buyer's requirements for the provision of specific services, if required and provided;
- c) TRAIVA shall not enter into a contract where the subject matter of the contract is repeated performance, if such contracts it brokers, the shortest period of time for which the parties' contract will shall be communicated by the provider of the performance in question, including details of the price; or the method of determining it per billing period, which shall always be one month, provided that the price is fixed;
- d) in the case of licence agreements concluded for an indefinite period, the price of the licence shall be for the entire term of the licence, unless otherwise specified;
- e) the prices of goods and services on the website operated by TRAIVA are inclusive and exclusive of VAT, including any charges provided for by law, however, the cost of delivery goods or services vary according to the method and provider chosen and the method of method of payment of the order;
- f) The consumer purchaser has the right to withdraw from the contract (unless otherwise stated below); and within a period of fourteen days, which shall run where the
 - i) the contract of sale, from the date of receipt of the goods;
 - ii) a contract having as its object several kinds of goods or the supply of several parts, from the date of receipt of the last delivery of the goods; or
 - iii) a contract having as its object a regular recurrent supply of goods, from the date of receipt of the first delivery of goods; and such cancellation must be sent to the address of TRAIVA's registered office, to the e-mail address address of TRAIVA, communicate it in person at TRAIVA's shop, or communicate by telephone;
- g) The consumer buyer cannot withdraw from the contract:
 - i) for the provision of services provided by TRAIVA with the prior express consumer's prior consent before the expiry of the withdrawal period;
 - ii) for the supply of goods or services the price of which depends on financial fluctuations market independent of TRAIVA's will and which may occur during the period for the withdrawal period;
 - iii) the delivery of goods which have been modified according to the consumer's wishes or for his/her person;
 - iv) the delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods upon delivery;
 - v) repair or maintenance carried out at a place designated by the consumer at his at the consumer's request; this shall not apply, however, in the case of

- subsequent performance other than the supply of repairs or spare parts other than those requested;
- vi) the supply of goods in sealed packaging which the consumer has removed from the packaging and from it cannot be returned for hygiene reasons;
 - vii) the supply of an audio or visual recording or a computer program, if the original packaging has been damaged;
 - viii) the supply of newspapers, periodicals or magazines;
 - ix) for transport or leisure activities, where the entrepreneur has made such supplies the business or activity is provided within the specified time;
 - x) the delivery of digital content, unless it has been delivered on a tangible medium and has been supplied with the prior express consent of the consumer before the expiry of the withdrawal period, TRAIVA stresses that in the case of delivery digital content delivered online, such a contract cannot be withdrawn from.
- h) in the event of withdrawal, the Buyer Consumer shall bear the costs associated with the return of the goods to TRAIVA, and in the case of a contract concluded by means of distance communication, the cost of returning the goods if such goods cannot be returned by normal postal means due to its nature;
- i) the consumer is obliged to pay a proportionate part of the price in the event of withdrawal contract, the subject of which is the provision of services and the performance of which has already begun;
- j) **As the buyer, you are obliged to pay the purchase price and take possession of the item. This obligation is imposed on you by Act No. 89/2012 Coll., Section 2118. Failure to accept the consignment therefore constitutes a breach of the purchase contract by the buyer according to § 2118 and you will be obliged according to § 2913 of the Civil Code to pay the seller for the damage incurred, e.g. the cost of transporting the goods and the freight charges that the seller had to pay to the carrier.**
- i) By sending an order, the buyer concludes a purchase contract, which is binding not only for the seller but also for the buyer.
 - ii) The seller undertakes to deliver the goods, and the buyer (the end customer) undertakes to accept and pay for the goods. The seller fulfils his obligation at the moment of handing over the consignment for postal transport or personal collection.
 - iii) The buyer is informed of the dispatch of the package by email and also receives information from the carrier (if he/she provides his/her phone number and email when concluding the purchase contract). If necessary, the buyer can contact us or the carrier to arrange a change of delivery date or to extend the time for the package to be stored at the delivery point.
 - iv) If the buyer does not take delivery, this is a clear breach of the purchase contract and the buyer is liable for the damage incurred by the seller. The Buyer shall be liable to pay the Seller for all costs incurred in sending the package.- If a parcel sent to us on COD is returned unclaimed, an email demand will be sent to pay the unnecessary postage paid. If payment is not received, we will forward the amount due to a law firm and collection agency for collection.
- k) Translated with www.DeepL.com/Translator (free version)
- l) j) the contract or the relevant invoice will be stored in TRAIVA's electronic archive;
 - m) k) the consumer may lodge a complaint via the contact form or, alternatively, may refer the complaint to a supervisory or state supervisory authority.
 - n) in the case of a pre-order of goods by the Buyer, the price of such goods is only preliminary. The final price of the goods may therefore vary. TRAIVA will be notified of the price change. will inform the Buyer. The purchase price of the goods will only be

determined after the goods have been stocked TRAIVA. Any difference between the preliminary price paid and the purchase price will be TRAIVA will refund or be paid by the Buyer prior to delivery of the goods if the Buyer does not decide to cancel the pre-order. TRAIVA will retain the following for goods that can be pre-ordered, reserves the right to change the delivery date, even repeatedly. In the event of a substantial change in the delivery date (i.e. 14 days), the Buyer has the right to withdraw from the contract. If the circumstances on which TRAIVA relied at the time of pre-ordering the goods change by the Buyer to such an extent that TRAIVA cannot reasonably be required to be bound by the pre-order, TRAIVA shall have the right to cancel the pre-order without further notice and subsequently inform the Buyer thereof.

- o) Its contact email address is info@traiva.cz. However, TRAIVA recommends contact via its contact form.

III. Contract

1. Conclusion of the contract

The creation of an order occurs when the Buyer inserts the selected goods, service or electronic content into the basket and submits the order. The Buyer may be assisted in the conclusion of the contract by a TRAIVA employee, either directly in the shop or by telephone and fax or e-mail order. Before the Buyer confirms the order, the Buyer may change both the required The Buyer may choose both the desired performance in the shopping cart and the method of delivery and payment. The Buyer is obliged to check all the information he/she has provided/selected when creating the order. The purchase contract is concluded confirmation of the order created by the Buyer by TRAIVA, for any errors in TRAIVA shall not be liable for any errors in data transmission. The conclusion of the contract shall be confirmed by TRAIVA without delay. Buyer by an informative email to the Buyer's specified email address.

The confirmation is accompanied by the current version of the GTC including the TRAIVA Complaints Procedure. Retrieved from contract (including the agreed price) may be amended or cancelled only by agreement of the parties or on legal grounds, unless otherwise stated in the GTC.

If any gift is provided with the Goods which is not used by the Buyer, the Buyer is must contact TRAIVA in advance and tell TRAIVA that they are not interested in the gift. In this case the Buyer will be sold the goods without the gift. If the Buyer fails to do so and accepts the gift, the Buyer shall be obliged, in the event of withdrawal from the contract pursuant to Article IV, paragraph 1. of the GTC, to return the gift.

The concluded contract is archived by the Seller for at least five years from its of its conclusion, but for no longer than the period required by applicable law, for the purpose of successful performance and shall not be accessible to third parties not involved. Information on the individual technical steps leading to the conclusion of the contract can be found in these GTC, where the process is clearly described.

2. Delivery of the object of purchase

By the Purchase Contract, TRAIVA undertakes to deliver the item to the Buyer, to provide digital the content/license that is the subject of the purchase, and enable him to acquire ownership/license of and the Buyer undertakes to take possession of the item/digital content and pay TRAIVA the purchase price. TRAIVA retains ownership of the item and therefore the

Buyer will only become the owner by full payment of the purchase price. Similarly, this rule applies in the case of the purchase of license or service.

TRAIVA shall hand over the item to the Buyer, as well as the documents relating to the item, and shall allow Buyer to acquire ownership of the item/license in accordance with the contract. TRAIVA shall comply with the obligation to hand over the item to the Buyer if it allows the Buyer to dispose of the item at the place and notifies him in due time.

If TRAIVA is to ship the item, it shall hand over the item to the Buyer's business by handing it over to the first carrier to carriage for the Buyer and shall allow the Buyer to exercise the rights under the contract of carriage against the carrier, TRAIVA shall hand over the item to the Buyer-Consumer at the time it hands over the item to the carrier.

If the subject of the purchase is digital content, the subject of the purchase is deemed to have been handed over at the moment when TRAIVA delivers an e-mail message to the Buyer with a link to download it or when he makes the download link available to him in his user profile. TRAIVA points out that the download link for digital content is only valid for one year. The buyer is therefore must download the digital content within this period.

If TRAIVA delivers more items than agreed, the purchase contract is also concluded for the excess quantity, unless the Buyer has rejected it without undue delay. TRAIVA shall deliver the object of purchase to the Buyer in the agreed quantity, quality and design. If it is not agreed how the item is to be packed, TRAIVA shall pack the item according to custom; if not, then in a manner necessary for the preservation and protection of the item. TRAIVA shall provide the same manner the item for transport.

In order to minimise damage and ensure a smooth supply, TRAIVA reserves the right to ship goods to a Buyer who has placed a single order and/or one day order for a total value exceeding 100.000,- CZK incl. VAT, only after full payment of the total purchase price. Once the Buyer has paid the total purchase price of the purchased goods, TRAIVA will carry out the dispatch in accordance with the Buyer's requirements set out in the order.

3. Passage of the risk of damage

A thing is defective if it does not have the agreed characteristics. The performance of another thing is also considered to be a defect and defects in the documents necessary for the use of the thing. The Buyer's right from defective performance is based on the defect that the thing has when the risk of damage passes. of damage to the Buyer, even if it does not become apparent until later. The Buyer's right is also established by a defect arising later defect which TRAIVA has caused by a breach of its duty. The Buyer shall inspect the item as soon as possible after the transfer of the risk of damage to the item and satisfy himself as to its characteristics and quantity. He shall inform the TRAVA of any defects found and deficiencies, he shall inform TRAIVA without undue delay.

The risk of damage passes to the Buyer upon acceptance of the item. The same consequence shall apply if he does not take over the Buyer does not take possession of the item, even though TRAIVA has allowed him to dispose of it. Damage to the item that occurs after the risk of damage to the item has passed to the Buyer shall not affect the Buyer's obligation to pay the purchase price, unless TRAIVA caused the damage by a breach of its obligation.

Upon the party's agreement to accept the item, the other party shall be entitled to the item upon prior notice on behalf of the selling party in an appropriate manner after the selling party has has given the seller a reasonable additional period of time to take possession. This

also applies if the party is in default the payment of which the handing over of the item is conditional.

4. Responsibility of TRAIVA

TRAIVA shall be liable to the Buyer that the item is free from defects upon receipt. In particular, TRAIVA shall be liable to the Buyer that at the time the Buyer took possession of the item,

- a) the item has the characteristics which the parties have agreed, failing such agreement, that it has such characteristics which TRAIVA or the manufacturer described or which the Buyer expected in view of the nature of the goods and on the basis of the advertising carried out by them;
- b) the item is fit for the purpose for which TRAIVA states it is to be used or for which the item is of that kind is usually used;
- c) the item is of an appropriate quantity, measure or weight; and
- d) the item complies with the requirements of the legislation. If the defect becomes apparent within six months of receipt, the item shall be deemed to have been defective already on receipt. The buyer shall be entitled to exercise the right to claim for a defect that occurs in the consumer goods goods within twenty-four months of receipt, unless otherwise stated, but this shall not apply:
 - (i) in the case of an item sold for a lower price, the defect for which the lower price was agreed;
 - (ii) the wear and tear caused by the normal use of the item;
 - (iii) in the case of a second-hand item, to a defect corresponding to the degree of use or wear and tear to which the item it had when taken over by the Buyer; or
 - iv) where the nature of the thing so requires.
- e) In the case of consumer goods, the Buyer is entitled to exercise the right of defect within twenty-four (24) months, however, if the goods do not have an expiry date, in which case the period is reduced only to the date marked on the packaging of the goods.

The consumer acknowledges that if gifts are provided with the goods, the right to claim defects within 24 months can only be exercised in respect of the goods sold, but not in respect of gifts provided together with the goods. For these gifts, the consumer may exercise the rights under defective performance only within 14 days from the date of receipt of the goods. The trader is not entitled to gifts to exercise rights of defective performance.

The individual time limits are further regulated in the Complaints Procedure.

For the Buyer-entrepreneur, the time limit for exercising the rights from defective performance may be regulated differently, if this is expressly stated for a given type of goods, the time limit so stated shall prevail.

In such a case, the goods are marked as follows.

The Buyer shall not be entitled to the right of defective performance if the Buyer was aware of the defective goods before taking delivery, that the item is defective or if the Buyer himself caused the defect. If the item has a defect for which TRAIVA is obliged and if the item is sold at a lower price or a second-hand item, the Buyer shall have the right to a reasonable discount instead of the right to exchange the item.

5. Material breach of contract

If the defect occurs within the specified period and if the defective performance is a material breach of contract, the Buyer has the right to:

- a) to remedy the defect by delivery of a new item without defect or delivery of the missing item, unless this is disproportionate in relation to the nature of the defect, but if the defect relates to only a part of the item, the Buyer may only require replacement of the part; if it is not possible, he may withdraw from the contract. If, however, in view of the nature of the defect disproportionate, in particular if the defect can be remedied without undue delay, the Buyer shall have the right to have the defect removed free of charge;
- b) to have the defect remedied by repairing the item;
- c) a reasonable discount on the purchase price; or
- d) to withdraw from the contract.

The buyer shall inform TRAIVA of his/her chosen right upon notification of the defect or without undue delay after notification of the defect. The Buyer cannot change the choice made without the consent of TRAIVA; this does not apply if the Buyer has requested the repair of a defect which proves to be irreparable. If the Buyer does not remedy TRAIVA fails to remedy the defects within a reasonable time or notifies the Buyer that it will not remedy the defects, the Buyer may demand a reasonable discount on the purchase price in lieu of the removal of the defect, or may withdraw from the contract.

If the Buyer fails to exercise its right in time, the Buyer shall have the rights as in the case of a non-substantial breach of contract - see below.

The Buyer-Consumer is entitled to a reasonable discount even if TRAIVA cannot deliver a new item without defects, replace a part of the item or repair the item, as well as if TRAIVA fails to remedy the situation within a reasonable time or that remedying the situation would cause the consumer significant difficulties.

6. Non-substantial breach of contract

If the defective performance is an insubstantial breach of contract, the Buyer is entitled to have the defective performance remedied the defect or to a reasonable discount on the purchase price. As long as the Buyer does not exercise the right to a discount on the purchase price or does not withdraw from the contract, the Buyer may

TRAIVA shall supply what is missing or remedy the legal defect. TRAIVA may remedy other defects in accordance with at its option by repairing the item or by supplying a new item. If TRAIVA fails or refuses to remedy the defect in time, the Buyer may demand a reduction in the purchase price or may withdraw from the contract. The choice made The Buyer cannot change the choice without TRAIVA's consent.

7. Breach of contract in general

The Buyer is also entitled to the delivery of a new item or the replacement of a part in the event of a removable defect, if he cannot use the item properly due to the recurrence of the defect after repair (third claim of the same defect) or for a greater number of defects (at least 3 defects at the same time). In such a case In such a case, the Buyer - consumer also has the right to withdraw from the contract. When a new item is delivered, the Buyer shall return

the originally delivered item to TRAIVA at TRAIVA's expense (including all accessories supplied).

If the Buyer has not notified the defect without undue delay after he could have done so upon timely inspection and with reasonable diligence, the court shall not grant the Buyer the right of defective performance. If the defect is hidden defect, the same applies if the defect was not notified without undue delay after the Buyer could with reasonable diligence have discovered it, but not later than two years after the delivery of the goods.

8. Quality guarantee

By guaranteeing the quality, TRAIVA undertakes that the item will be fit for use for a certain period of time for its usual purpose or that it will retain its usual characteristics. These effects include the indication of the guarantee the warranty period or the shelf life of the item on the packaging or in the advertising. A guarantee may be given also on an individual part of the item.

The warranty period starts from the delivery of the item to the Buyer; if the item has been shipped according to the contract, it starts from the arrival of the item at the place of destination. If the purchased item is to be put into operation by someone other than TRAIVA, the warranty period shall run from the date of commissioning. The purchaser has no right under the warranty if the defect was caused after the risk of damage to the item has passed to the Buyer by an external event.

9. Use of electronic content, software, etc.

The Buyer is obliged to comply with the obligations set out in these GTC, copyright legislation and the specific licence terms of the product in the use of all electronic content (for the purposes of the GTC, software and films) purchased from TRAIVA. If the Buyer violates the obligations so set forth, then he/she shall be obliged to pay any damages, and such conduct may also have criminal consequences.

10. Subsequent sale of the purchased item

If the Buyer sells, donates or otherwise transfers the item purchased from TRAIVA to another person, he/she shall inform TRAIVA thereof. If the Buyer fails to inform TRAIVA, TRAIVA shall still consider the Buyer to be the owner of the item in question and as the person to whom the rights from the defective performance belong.

IV. Withdrawal from the contract

1. Withdrawal from the contract by the Buyer Consumer

The consumer has the right to withdraw from the contract within fourteen days. The period under the first sentence shall run from the date of conclusion of the contract and in the case of

- a) purchase contract, from the date of receipt of the goods;
- b) a contract for several goods or for the supply of several parts, from the date of acceptance of the last delivery of the goods; or
- c) a contract having as its object a regular recurrent delivery of goods, from the date of acceptance of the first delivery of goods.
- d) TRAIVA allows the consumer to withdraw by correspondence, by writing to:

TRAIVA s.r.o. - Claims,
Pohraniční 2911/13b,
703 00 Ostrava

If the Buyer Consumer withdraws from the contract, he/she shall send or hand over to TRAIVA without undue delay without delay, but no later than fourteen days after withdrawal, the goods which TRAIVA received, at his own expense. The Buyer Consumer should return the goods complete, i.e. including all delivered accessories, with complete documentation, undamaged, clean, preferably including original packaging, in the condition and value in which the goods were received. If the goods are consumer goods, then the contract can only be withdrawn if the Buying Consumer delivers the goods undamaged and unused in the intact original packaging.

If the Buyer Consumer decides to withdraw within the above mentioned period, TRAIVA recommends for speed up the processing of the withdrawal, the goods should be delivered to TRAIVA's address together with the accompanying letter with the reason for withdrawal (not a requirement), with the number of the purchase receipt and the bank account number indicated, or indicating whether the amount will be withdrawn in cash. The consumer purchaser is only liable to TRAIVA for any reduction in the value of the goods resulting from a result of handling the goods in a manner other than that which is necessary in relation to their nature and characteristics.

If the value of the purchased goods exceeds 50.000,- CZK incl. VAT or if the subject matter of the contract is custom-made, such withdrawal shall not be possible at all.

In the case of cash credit notes, TRAIVA may require the submission of identification (ID card or passport) in order to prevent damage and to prevent the laundering of proceeds of crime. Without presenting one of the following of these documents, TRAIVA may refuse to reimburse the funds. If the Consumer Buyer withdraws from the contract, TRAIVA will refund the funds without undue delay, no later than fourteen days after the withdrawal, all funds that received from him under the contract in the same manner. If TRAIVA is entitled to compensation for the reduction in the value of the goods, it shall be set off against the consumer Buyer's claim for reimbursement the purchase price.

If the Buyer Consumer withdraws from the contract, TRAIVA is not obliged to return the money received funds to the consumer until the Buying Consumer has handed over the goods to the TRAIVA or proves that the goods have been dispatched to TRAIVA, the Buying Consumer shall return the goods to TRAIVA without undue delay after withdrawal from the contract, but within 14 days at the latest.

The Buying Consumer acknowledges that if gifts are provided with the goods, the gift contract between TRAIVA and the Buyer is concluded on the condition that the use of the right to withdraw from the purchase contract within 14 days, the gift contract shall cease to be effective and the Buying Consumer is obliged to return the related goods together with the returned goods the gifts provided, including any enrichment gained. In the event that these are not returned, these values shall be considered as unjust enrichment of the Buyer Consumer. Unless the return of the object of the unjust enrichment is not readily possible, TRAIVA shall be entitled to monetary compensation in the amount of the normal price. In the event of withdrawal from the gift contract, the contract of sale and the contracts are treated separately in this respect.

2. Withdrawal from the contract by the entrepreneur and in other cases

The entrepreneur buyer may be allowed by TRAIVA to withdraw from the purchase contract within a period of 14 days to withdraw. If the value of the purchased goods exceeds CZK 50,000 incl. VAT or if the subject of the contract is custom-made, such withdrawal is not possible at all.

If the Buyer entrepreneur is allowed to withdraw from the purchase contract, the Buyer shall acknowledge that the refunded purchase price may be reduced by the reduction in the value of the goods.

If the Business Buyer is allowed to withdraw from the Purchase Contract within a period of fourteen days and the returned goods are not in their original packaging including all parts and accessories, then the Buyer Business acknowledges that TRAIVA reserves the right to charge a fee for such return, in an amount that compensates TRAIVA for costs necessary to put the goods back on sale. Compensation for diminution in value of the goods or compensation for the cost of reintroducing the goods for sale shall be credited against the Purchase Price returned to the Buyer Business.

The purchasing entrepreneur cannot withdraw from the contract due to the occurrence of a defect, nor can he demand delivery of a new item if he cannot return the item in the condition in which he received it. This does not apply:

- a) if the change in condition is the result of an inspection to determine a defect in the item;
- b) if the Buyer used the item before the defect was discovered;
- c) if the Buyer has caused the impossibility of returning the item in its unaltered condition by his conduct or omission; or
- d) if the Buyer sold the item before the defect was discovered, consumed it, or altered the item in the course of normal use; if this has happened only in part and TRAIVA allows the Buyer to withdraw from the contract, the Buyer shall return to TRAIVA what is still to be returned and shall reimburse TRAIVA to the extent to which he has benefited from the use of the item. (e) If the Buyer Entrepreneur has not notified the defect in time, the Buyer Entrepreneur shall lose the right to withdraw from contract.

In order to protect the rights of the Buyer Entrepreneur, if the Buyer Entrepreneur is a legal entity and requests the reimbursement of the credit note in cash directly at a TRAIVA branch, then the relevant amount will only be handed over to the persons authorised to act for the legal entity concerned, i.e. the statutory body or a person who proves himself by a certified power of attorney or a person, who is listed as the 'administrator' in the buyer's profile on the website www.e-safetyshop.eu; and with proof of identity.

3. Withdrawal from the contract by TRAIVA in case of an error in the price of the goods

In addition to the cases provided for by law, TRAIVA is entitled to withdraw from the contract in the event of an obvious error in the price of the goods.

Withdrawal from the contract under this clause is possible within 14 days from the day following the date of the conclusion of the purchase contract between the Buyer and TRAIVA by TRAIVA cancelling the Buyer's order or by otherwise indicating to the TRADE that it is withdrawing from the contract. If the Buyer has paid at least part of the purchase price of the goods, this amount will be transferred to the Buyer back to his bank account no later than 14

days from the day following the date of withdrawal the date of withdrawal from the contract by TRAIVA.

V. Security and Information Protection

With regard to the protection and processing of the Buyer's personal data by TRAIVA, the following shall apply these [Privacy Policy](#).

VI. Operating hours

Orders via the TRAIVA online shop: 24 hours a day, 7 days a week. In the event of an information system failure or force majeure, TRAIVA is not liable liability for failure to comply with the operating hours of the e-shop. TRAIVA's shop opening hours are listed on the TRAIVA website and are subject to change.

VII. Price and payment terms

1. Price conditions

All prices are contractual. In the online e-shop www.e-safetyshop.eu are always current and valid prices in Czech currency (CZK), except in the case of incorrect prices, see provisions below in this article.

The prices listed for individual products are final, i.e. including VAT and any other taxes and fees that the Buyer must pay to obtain the goods, but this does not apply to any charges for freight, delivery and communication costs to the distance, which are only indicated in the shopping cart and whose amount depends on the Buyer's choice. However, the Buyer acknowledges that the final prices for the products are quoted after rounding to whole crowns in accordance with the relevant legislation, thus in specific situations there may be a slight deviation in the final total of all products purchased from this is due to the rounding off to whole crowns.

A detailed breakdown of the purchase price, including pennies, is always provided in the Buyer's basket. Promotional prices are valid until TRAIVA stocks are sold out or when the number of pieces of the promotional item is specified in sale of the specified number of pieces of the promotional goods or until the end of the promotion, whichever is thewhichever comes first.

The original price (typically depicted on the website as part of the discount information as crossed out) means the lowest price in the 30 days prior to the discount at which the subject goods/service/licence (the "Goods") were offered by TRAIVA on its website. The calculation of the original price does not take into account individual price advantages and price advantages that are not directly included in the current selling price of the Goods (i.e. not provided automatically and across the board, such as discount codes). The original price calculated in this way remains valid even if the Goods are discounted several times over a shorter period of time, but for a maximum of 90 days.

The Buyer acknowledges that there may be instances where a contract is not concluded between TRAIVA and the Buyer, in particular if the Buyer orders goods at a price published in error due to an error in TRAIVA's internal information system or malpractice of TRAIVA's personnel. In such a case, TRAIVA is entitled to withdraw from the purchase contract, including after the Buyer has received an e-mail confirming his order, of which TRAIVA shall notify the Buyer without without undue delay. Examples where an incorrect price may be published are in particular the following:

- the price of the goods is incorrect at first sight (e.g. it does not take into account the purchase price or the normal price of the goods);
- the price of the goods is missing or missing one or more digits;
- the discount on the goods exceeds 50 % without the goods being part of a specific marketing a special campaign or sale marked with a special symbol and advertising the corresponding amount of discounts.
- TRAIVA points out that the TRAIVA information system also indicates goods with apparently incorrect price automatically indicates that the goods are discounted or in sale, etc. If there is any doubt as to whether the goods are actually discounted or whether they are the Buyer is therefore obliged to contact TRAIVA and inform to verify the correctness of the price.

TRAIVA reserves the right to declare the purchase contract null and void in the event of misuse of, inter alia, personal data, I.D./I.D. data, misuse of payment cards, etc., or due to intervention of an administrative or judicial authority, the Buyer will be informed of such action.

2. Payment terms

Payment of the total price will be required from you after the conclusion of the Contract and before delivery of the Goods. The Goods shall remain the property of TRAIVA until the purchase price is paid in full, but the risk of damage damage to the Goods shall pass upon acceptance of the Goods by the Buyer. The Buyer's billing details cannot be changed after the order has been placed.

TRAIVA reserves the right to offer the Buyer only selected payment methods according to its own discretion.

According to the Sales Records Act, the Seller is obliged to issue a receipt to the Buyer and is also obliged to register the received sales with the tax administrator online; in the case of in case of a technical failure, within 48 hours at the latest.

In case of payment by credit card at a branch, the Buyer is obliged to cover the data on his payment card and his PIN code.

You can pay the total price in the following ways:

- a. Bank transfer. We will send you the information for making the payment within the Order confirmation. In case of payment by bank transfer, the total price is payable within 5 working days.
- b. By online card. In this case, payment is made through the payment gateway, PayU and payment is subject to the terms and conditions of that payment gateway. In the case of payment by card online, the total price is payable within the next day.
- c. Google Pay and Apple Pay. In this case, payment is made through a payment gateway, with payment governed by the terms of that payment gateway. In the case of Google Pay and Apple Pay, the total price is payable immediately.
- d. Cash on delivery. In this case, payment will be made on delivery of the Goods against delivery of the Goods. In the case of payment on delivery, the total price is payable on receipt of the Goods. This type of payment cannot be used for custom orders.
- e. Cash on delivery. Cash can be paid for Goods in the event of collection at Our premises. In the case of cash on collection, the total price is payable on receipt of the Goods.

f) Invoice in advance - this type of payment is only for companies with a valid VAT number. We will send you the information for payment in the Order confirmation. In case of payment by advance invoice, the total price is due within 5 working days. Advance invoice can be issued from 1000.- CZK incl. VAT.

The invoice will be issued in electronic form after payment of the total price and will be at your e-mail address. The invoice will also be physically attached to the Goods.

In the case of custom production, payment in advance is required. The deadline for payment is 3 calendar days from order confirmation. If payment is not credited to our account within this period, the order will be automatically cancelled without further notice.

The invoice will be issued in electronic form after payment of the total price and will be sent to your e-mail address. The invoice will also be physically attached to the Goods.

Ownership of the Goods shall pass to you only after you have paid the Total Price and accepted the Goods. In the case of payment by bank transfer, the Total Price is paid by crediting Our account, otherwise it is paid at the time of payment.

Refunds

If the Buyer withdraws from the contract concluded with TRAIVA or if the Buyer is refunded for any other reason, TRAIVA shall return to the Buyer the funds that it has received from the Purchaser in the same manner. The Buyer is responsible for the accuracy of the details for the return of funds provided by TRAIVA in the event that it is not possible to return the funds in the same way as payment for the order was made (e.g. the customer paid in cash at the store or to a courier, the payment has expired the customer's card has expired and TRAIVA has no other payment details for the Buyer), or in the event that TRAIVA, at its sole discretion, complies with the Buyer's request to change the method of refund.

VIII. Ordering

You can order in the following ways:

- a. via TRAIVA's electronic shop (hereinafter referred to as "e-shop");
- b. by electronic mail at www.e-safetyshop.eu/ contact us;
- c. in person at TRAIVA's premises;
- d. by telephone.

Orders can be placed directly at any of our branches at any time during opening hours. during the hours of that branch. All telephone orders can be made via the TRAIVA information line during store opening hours.

TRAIVA recommends the Buyer to place orders through the e-shop via registered Buyer's profile on TRAIVA. In the case of public access to the Internet, the following recommends the Buyer to log out of his/her profile after placing an order.

The Buyer will be informed of the estimated time of delivery of the ordered goods by e-mail. The duration of delivery of the ordered goods and the price of shipping depend on the shipping method chosen by the Buyer in the second step of the order within his cart. The Buyer acknowledges that the estimated delivery time may change in depending on the logistical capabilities of TRAIVA and/or its carriers, of which TRAIVA will inform the Buyer immediately.

X. Terms of delivery

1. Methods of delivery

TRAIVA provides or arranges different delivery/delivery methods according to current availability individual services and with regard to capacity and availability. In case of intervention force majeure or failure of the information system, TRAIVA shall not be liable for late delivery of goods.

All available transport methods, their current conditions and prices can be found at website www.e-safetyshop.eu.

2. Other conditions

When collecting an order paid in advance, TRAIVA or its contractual partner may require Presentation of identification (ID card or passport) in order to prevent damage and to prevent the laundering of proceeds of crime. Without the presentation of one of these documents, TRAIVA or its contractual partner may refuse to deliver the goods. This authority is derived from Article 2900 of the Civil Code, which establishes the obligation to prevent and prudence.

Goods purchased by the Buyer legal entity will be handed over only to the statutory body of the legal entity, or to a person who presents a certified power of attorney, or to a person who is listed as the "administrator" in the Buyer's profile on the website www.e-safetyshop.eu and who presents his/her ID card. Goods purchased by a Buyer who is a natural person will be handed over only upon presentation of a valid identification card (ID or passport). If the goods are not handed over by personal collection at a branch and if the goods are purchased by the Buyer, who is a VAT payer at the time of purchase and is invoiced at 0% VAT, then the place of delivery must be the address of the registered office or place of business listed in the commercial, trade or similar register.

The buyer is obliged to check the goods together with the carrier immediately upon receipt the condition of the shipment (number of packages, intactness of the tape with the company logo, damage to the box) according to the enclosed delivery note. The buyer is entitled to refuse to accept the shipment, which is not in conformity with the purchase contract, e.g. because the shipment is incomplete or damaged. If the Buyer accepts such a damaged shipment from the carrier, the necessary damage described in the carrier's handover report.

Incomplete or damaged shipments must be reported immediately by email to reklamace@traiva.cz, draw up a damage report with the carrier, and the carrier shall, without fax, e-mail or post to TRAIVA without delay. Additional claims incompleteness or external damage to the shipment does not deprive the Buyer of the right to claim the item, however, it gives TRAIVA the opportunity to prove that there is no breach of the purchase contract.

XI. Warranty Terms

The warranty conditions for the goods are governed by TRAIVA's Complaints Procedure and the applicable legal regulations of the Czech Republic. The proof of purchase is usually used as a warranty certificate (details see the Complaints Procedure).

XII. Final Provisions

Relations and any disputes arising under the contract shall be settled exclusively under the law of the Czech Republic and shall be settled by the competent courts of the Czech Republic. The Convention

The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall, in accordance with Article 6 of this Convention shall not apply. Any disputes between TRAIVA and the Buyer may also be settled out of court. In such a case the Buyer-Consumer may contact an out-of-court dispute resolution body, which is, for example, the Czech Trade Inspection Authority (COI) - the Czech Trade Inspection Authority controls and supervises legal and natural persons selling or supplying products and goods on the internal market, providing services or other similar activities on the internal market, providing consumer credit or operating marketplaces (marketplaces) unless another administrative authority exercises supervision under specific legislation. Before proceeding to out-of-court dispute resolution, TRAIVA recommends that the Buyer first contact TRAIVA to resolve the situation.

The contract is concluded in the Czech language. If a translation is created for the Buyer's needs the text of the Contract, it is understood that in the event of a dispute over the interpretation of terms, the interpretation of the Contract in the Czech language. These General Terms and Conditions including their components are valid and effective from 17.8.2022 and supersede the previous version of the GTC including its components, and are available in the registered office and at the shop.

