

Commercial Terms – eDecoration

Sahm s.r.o.
registered office Podbělohorská 1434/50, Smíchov, 150 00 Praha 5
identification number: 41193962
recorded in the commercial register of the Metropolitan Court in Prague under entry C 3181
for the sale of goods and service via an e-shop at the website address
www.sahm-glass.cz, www.sahm-glass.eu ; www.sahm-glass.de ; www.edecoration.cz, www.odekoruj.cz

1. INTRODUCTION

1.1. The present commercial terms ("**Commercial Terms**") of Sahm s.r.o., company having the registered office in Podbělohorská 1434/50, Smíchov, 150 00 Praha 5, Id. No.: 41193962, recorded in the commercial register of the Metropolitan Court in Prague under entry No. C 3181 (the "**Seller**") regulate the mutual rights and obligations of the parties arising in connection with or under a purchase contract ("**purchase contract**") made between the Seller and the Buyer (the "**Buyer**") via the Seller's internet shop. The Seller's e-shop is operated through a website located at the addresses www.sahm-glass.cz; www.sahm-glass.de; www.sahm-glass.eu and www.edecoration.cz; www.edokoruj.cz ("**website**"), via a website interface ("**website interface**").

1.2. The Seller is a company that supplies goods and services as part of the eDecoration business model, which entails the sale of individually decorated goods (the "**goods**") a) to other businesses and private entrepreneurs who order (purchase) the goods in the course of their business and b) to individual consumers.

1.3 All purchases of individually decorated goods in accordance with the Buyer's instructions through the website interface are regulated by the present Commercial Terms. Conditions that derogate from the present Commercial Terms must be agreed directly in the Purchase Contract. The Purchase Contract conditions that derogate from present Commercial Terms prevail over the present Commercial Terms. The Commercial Terms are incorporated in the Purchase Contract by reference. The Purchase Contract and the Commercial Terms are executed in the Czech language.

1.4. The Seller may modify or amend the Commercial Terms from time to time; the new wording becomes effective on the date of its publication on the website unless the Seller expressly lays down a later effective date in the Commercial Terms. The Buyer agrees to read the effective wording of the Commercial Terms prior to each individual purchase (prior to each order). If the Buyer orders the goods after the effective date of amended Commercial Terms, the Buyer is deemed to agree with the amended Commercial Terms in their full extent. This is without prejudice to the rights and obligations arising in the period when the older version of the Commercial Terms was still effective.

2. WEBSITE INTERFACE, USER ACCOUNT

2.1. The website interface of the e-shop allows Buyers to order goods, edit their orders and input the decoration required directly through the e-shop's website interface, whether as registered or unregistered Buyers.

2.2. Registered Buyers may use the website to access their user interface. From the user interface, Buyers may order the goods, edit and input the decoration (via their "**user account**").

2.3. Buyers who wish to register and order the goods must complete all the required information correctly and accurately. Buyers must update their user account information if the information changes. Selected identification information of the Buyer (such as their registered office) are completely automatically from public databases and public registers based on a check of the Buyer's identification number (IČO) insofar as the information is relevant for the particular Buyer.

2.4. User account access is secured by a user login and password. The Buyers must keep confidential the information required to access their user account.

2.5. After user account registration, the Seller may send the Buyer, who is a business entity, an activation code to the Buyer's registered office. With the activation code, the Buyer will obtain a higher level of authentication and a broader range of functions for his user account. The higher authentication level is not available for Buyers who are individual consumers.

2.5.1 If the Buyer correctly enters his activation code in accordance with instructions, he will obtain the following functions through his user account:

- Access to all invoices previously issued by the Buyer (and the ability to print them);
 - Access to all previous Buyer's orders (including completed orders) and the possibility to repeat the order;
 - Access to statistical information about Buyer's purchases;
 - Ability to use discounts available to the Buyer for the purchase in Seller's brick-and-mortar (physical) shops.
- 2.5.2 The higher-level user account authentication, which is available for business users, is not required to purchase the Goods via the Seller's website e-shop interface.

2.6. The Buyer may not allow third parties to use his user account.

2.7. The Seller may cancel the Buyer's user account if:

- the Buyer has not used his user account for over 24 months, or
- the Buyer violates his obligation under the Purchase Contract (or Commercial Terms), or allows third parties to use his user account, or
- the Buyer, even if by his negligence, causes damage or loss to the Seller or the Seller's reputation, or violates good manners and rules of common business usage.

2.8. The Buyer acknowledges that the user account does not have to be available at all times due to Seller's website-related hardware and software updates, or the maintenance of third-party hardware or software or due to power cuts. The Seller reserves the right to restrict access to the e-shop website and to the user account in order to carry out repairs, updates and modifications of the website interface. The Seller may also discontinue the sale of goods through his website e-shop at any time. The Buyer waives any compensation for the loss caused by the inaccessibility or the shutdown of the website interface or user account.

3. FORMATION OF PURCHASE CONTRACT

3.1. The formation of the purchase contract is a multistep process. In the first step, the Buyer sends an inquiry, in the second the Seller confirms the inquiry with a production design preview (the design preview is the Seller's intellectual property – please refer to section 8.6 of the Commercial Terms for details), and the Buyer sends and order, in which the Buyer also confirms any potential modifications on display in the design preview. In the third step, the Seller's confirmation of acceptance of the Buyer's order with the Buyer's decoration, delivered to the Buyer, acts as the Seller's offer to enter into the purchase contract. The Buyer's decoration design as sent by the Seller to the Buyer will be prepared by the Seller's graphic design department. The production design preview of the goods with the Buyer's decoration as prepared by the Seller's graphic design department may slightly differ from the Buyer's original inquiry depending on the Seller's technological capabilities. The Purchase Contract between the Seller and the Buyer is formed at the moment when the Buyer confirms the Seller's offer to manufacture the goods in accordance with the production preview via the Seller's website interface by a Buyer's e-mail in which the Buyer requests the Seller to manufacture the goods (the "**Order**"). Until the delivery of the Buyer's Order to manufacture the goods in accordance with the production design preview, no actions on the part of the Seller or Buyer may be construed as the Seller's acceptance of the Buyer's offer to enter into a purchase contract.

3.2. By sending the inquiry, the Buyer confirms that he has read the present Commercial Terms and agrees to them. The Commercial Terms are available via the e-shop website and the Buyer is instructed to read them in due advance of sending the inquiry and has the opportunity to read them.

3.3. All goods on display in the e-shop website are shown merely for illustration and convenience and the Seller is not obliged to enter into a purchase contract for such goods. Section 1732(2) of the Civil Code does not apply.

3.4. The e-shop website interface presents information about the goods, such as the prices of individual articles, or the minimum volume of goods that may be ordered, which represents the minimum number of pieces of a certain type of goods that the Seller may offer from the technological and business perspective. The prices of the goods and the Buyer-specified modifications and decorations (the price always includes the decoration, the Seller does not sell the goods without the decoration) are shown exclusive and inclusive of value added tax and any potential additional fees (recycling, copyright fee etc.). The price of processing the modifications and decorations may change after the Buyer's initial inquiry depending on the potential design modifications by the Seller's graphic design department adopted to reflect the Seller's manufacturing and technological capabilities. The Seller will inform the Buyer about the adjusted price of the goods with the Buyer's decoration in the Seller's confirmation of acceptance of the Buyer's inquiry for Goods with Buyer's decoration, accompanied by the production design preview of the goods with the Buyer's decoration as prepared by the Seller's graphic design department. The final price of individual goods including all modifications and fees will be recorded under line "CZK with VAT + additional fees." The prices of the goods and the Buyer-specified modifications and decorations

are valid for as long as they are kept on display in the e-shop website interface. The price of the goods does not include shipping fees (the price of transporting the goods to their destination). This provision is without prejudice to the Seller's right to enter into a purchase contract under individual terms and conditions.

3.5. The information about the shipping fees is always displayed separately in the e-shop website interface in the section "Basket contents" as "Shipping fee excl. VAT". The information about the shipping fees on display in the e-shop website interface apply only to goods delivered within the Czech Republic. For deliveries abroad, the Buyer pays the shipping fee in accordance with the carrier's price list valid and effective at the time of shipping.

3.6. To inquire about the goods, the Buyer must complete the inquiry form in the e-shop website (by "placing" the goods at issue into the electronic basket on the e-shop website). In the inquiry form, the Buyer must also fill in the selected decoration and its design.

The inquiry form records the information about:

- 3.6.1. The goods (name, price in CZK excl. VAT, quantity, total price incl. VAT),
- 3.6.2. Amount of recycling contribution fee (PHE) for old electric and electronic equipment and other fees, if applicable,
- 3.6.3. VAT and total price including VAT,
- 3.6.4. Payment method,
- 3.6.5. Delivery method (intended destination),
- 3.6.6. Shipping costs (Buyer's shipping fee),
- 3.6.7. Buyer (Buyer's principal business activities / industry, identification information, contact information),
- 3.6.8. Delivery address, and
- 3.6.9. Decoration selected for the goods and the decoration design.

3.7. Prior to sending the inquiry via the inquiry form, the Buyer may check and edit the information recorded, and correct any potential errors made in the form. To send the inquiry to the Seller, the Buyer must click the button "Send order." The information recorded in the order are deemed to be correct by the Seller.

3.8. Immediately after sending an inquiry, the Buyer will receive an e-mail with a copy of the inquiry at the Buyer's e-mail address recorded in the user interface or in the inquiry form ("**Buyer's e-mail address**"). In the e-mail box, the Buyer will have to opportunity to check the contents of his inquiry. In the next step, the Seller will send the Buyer an e-mail confirmation that he has accepted the Buyer's inquiry for goods with Buyer's decoration and will send the Buyer a production design preview of the requested goods decorated in accordance with the Buyer's design and specifications as prepared by the Seller's graphic design department. The production design preview of the requested goods with the Buyer's decoration may differ slightly from the Buyer's inquiry depending on the Seller's production capabilities. The delivered confirmation of the inquiry acceptance with the production design preview constitutes Seller's offer to enter into a purchase contract under the present Commercial Terms.

3.9. Irrespective of the means of placing an order, the purchase contract between the Seller and the Buyer comes into existence only once the Buyer confirms to the Seller in writing (by e-mail) that he accepts the requested goods decorated for the Buyer in accordance with the production design preview and thus orders the goods. Until the delivery of the Buyer's order to manufacture the goods in accordance with the production preview, no actions on the part of the Seller or Buyer may be construed as an acceptance of an offer to enter into a purchase contract.

3.10. The Seller reserves the right to cancel the Buyer's inquiry or its part prior to entering into the purchase contract, or make a change to the inquiry, based on his agreement with the Buyer, by replacing the requested goods for another (new) goods, insofar as:

- a) the Goods are no longer manufactured, or
- b) the Goods are no longer available from the supplier, or
- c) the price of the Goods has changed (increased).

The Seller cancels or changes the inquiry by an e-mail sent to the Buyer's e-mail address. The delivery of the cancelation e-mail for an inquiry is deemed a refusal of the offer to enter into a purchase contract on the part of the Seller and a refusal of further negotiations concerning the conclusion of the purchase contract for the goods at issue, which means that contract is not formed in such particular case. When it comes to a change of the inquiry, the purchase contract is formed at the time the Buyer places the order with the Seller based on the changed inquiry in response to the confirmation of the acceptance of the changed inquiry containing the Seller's

production design preview modified in accordance with the changed inquiry. If the Buyer pays a part or the entire amount of the price of the Goods prior to cancellation, the Seller will refund the amount paid to the Buyer by a credit transfer to the Buyer's bank account, unless the parties agree otherwise or unless the present Commercial Terms stipulate otherwise. When it comes to a change of goods (change of inquiry), the Seller may unilaterally set off his claim to the payment of the purchase price for the new goods against the Buyer's claim for a refund of the amount already paid. The Buyer waives any compensation for the loss caused by the cancellation or the change of an inquiry hereunder.

3.11. The Buyer may cancel his order (meaning an inquiry confirmed and accepted after being processed by the Seller's graphic design department) only provided that the Seller has not yet started manufacturing the goods in accordance with the Buyer's order. To cancel the order, the Buyer must send an e-mail cancellation notice to the Seller's e-mail address. In return, the Seller will inform the Buyer by e-mail whether the manufacture of the Goods had already started and if he accepts the cancellation and whether the Seller withdraws from the purchase contract, or whether the manufacture is already in progress and therefore the order may not be cancelled and the contract revoked.

3.12. The Buyer agrees to the use of remote means of communication in negotiating and concluding the purchase contract. The Buyer bears his own costs related to the use of remote means of communication to conclude the purchase contract (internet connection fees, telephone call fees).

3.13 The Buyer may not withdraw from the purchase contract even if acting as a consumer, since the subject-matter of the purchase contract is the goods that were modified in accordance with the consumer's specific instruction and for his specific needs under s. 1837(d) of the Civil Code.

4. PRICE OF GOODS, MODIFICATIONS AND DECORATIONS, PAYMENT TERMS

4.1. The Buyer pays the price of goods, including the modifications and decorations specified by the Buyer and the costs of delivery in accordance with the purchase contract to the Seller by either of the following methods:

4.1.1 **By an advance on the purchase price** on the basis of a pro-forma invoice issued by the Seller after the conclusion of the purchase contract and sent to the Buyer's e-mail address, paid by a credit transfer to the Seller's bank account No. 1689532/0800, opened with Česká spořitelna, a.s. ("**Seller's bank account**");

4.1.2 **By paying the outstanding part of the purchase price** on the basis of a VAT document – invoice, issued by the Seller once the Buyer has received an e-mail notice that the ordered goods are ready for dispatch,

a) In cash at Seller's shops situated at:

I. **Sahm GASTRO – PRAHA**, U Stavoservisu 646/1a, 108 00 Praha 10 – Malešice

II. **Sahm GASTRO – BRNO**, Masná 34, 602 00 Brno

III. **Sahm GASTRO – OPATOVICE**, Areál VESNA, Čeperka u elektrárny 306, 532 15 Opatovice nad Labem

IV. **Sahm GASTRO – OSTRAVA**, Hladnovská 1944, 710 00 Ostrava – Slezská Ostrava

V. **Sahm s.r.o., Zálší 71, 565 01 Choceň**

b) By cash on delivery at the location designated by the Buyer in his order (delivery address);

c) By a credit transfer to the Seller's bank account.

4.2. Together with the price of the goods and the Buyer-specified modifications and decorations, the Buyer must also pay the Seller the shipping fee at the agreed amount.

4.3. The Seller may request an advance from the Buyer. This is without prejudice to section 4.6 of the Commercial Terms regarding the Buyer's obligation to pay the purchase price of the Goods in advance.

4.4. When paying in cash at the Seller's shop under paragraph 4.1.2 a) of the Commercial Terms or paying in cash on delivery under paragraph 4.1.2 b) of the Commercial Terms, the purchase price is due on the acceptance of Goods. For credit transfers under paragraph 4.1.2 c) of the Commercial Terms, the purchase price is due within 10 days from the delivery of the VAT document – invoice to the Buyer's e-mail address, unless stipulated otherwise in the Seller's confirmation of inquiry acceptance with the production design preview.

4.5. When paying by credit transfer, the Buyer must use the invoice number as the variable code of his payment. In credit transfer payments, the Buyer's obligation to pay the purchase price is satisfied when the entire purchase price (shipping fee included) has been credited to the Seller's bank account.

4.6. The Seller may request the payment of the entire purchase price prior to dispatching the Goods to the Buyer. Section 2119(1) of the Czech Civil Code does not apply.

4.7. Potential discounts on the price of the goods granted by the Seller to the Buyer may not be combined.

4.8. The Seller will issue to the Buyer a VAT document – invoice for payments made in accordance with the purchase contract. The Seller is a registered VAT payer. The Seller will issue the VAT document – invoice to the Buyer prior to dispatching (handing over) the Goods and shall send it by e-mail to the Buyer's e-mail address. The VAT document – invoice will also show the potential amount overpaid by the Buyer by means of an advance payment made on the basis of a pro-forma invoice.

4.9 If the Seller must refund any money to the Buyer (price of goods and Buyer-specified modifications and decorations or a part thereof), the Seller is not obliged to refund the interest, if any, accrued on such amount. The amount of the money refund by the Seller to the Buyer is determined from the price of the goods and Buyer-specified modifications and decorations or a part thereof that was actually paid by the Buyer to the Seller. Changes in the prices of goods and Buyer-specified modifications and decorations on display at the e-shop's website interface therefore do not affect the Seller's obligation to refund the money paid by the Buyer.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer may withdraw from the purchase contract only for causes listed in the Civil Code. The Buyer must deliver the notice of withdrawal from the purchase contract under this article of the present Commercial Terms to the Seller's place of business or by e-mail to the Seller's e-mail address sahmgastro@sahmgastro.cz.

5.2. In case of withdrawal from the purchase contract under section 5.1 hereof, the purchase contract is revoked from the outset. The goods must be returned, i.e. delivered to the Seller within seven (7) days of the delivery of the withdrawal notice to the Seller to the Seller's place of business. The Buyer bears all costs of the initial delivery of the goods to the Buyer and all costs related to the return of the goods to the Seller even if the goods may not be returned by regular mail due to its inherent nature.

5.3. If the Buyer withdraws from the purchase contract in accordance with section 5.2 of the Commercial Terms, the Seller shall return the money paid by the Buyer within fourteen (14) days from the delivery of the Buyer's withdrawal notice, but no sooner than after the return of the goods by the Buyer, in the same manner in which the Seller received the money from the Buyer. The Seller may also return the consideration paid by the Buyer upon the return of the goods by the Buyer or in any other manner to which the Buyer agrees, insofar as this does not create additional cost to the Buyer and the Seller. For the avoidance of doubt, in case of withdrawal from the purchase contract under section 5.2 of the Commercial Terms, the Seller is not obliged to return money to the Buyer before the Buyer returns the goods to the Seller. The Seller may set off the compensation for damage to the goods or for other costs sustained by the Seller in connection with the Buyer's withdrawal from the purchase contract in accordance with section 5.2 of the Commercial Terms (logistics, replacement, damaged packaging, soiling etc.) unilaterally against the Buyer's claim for a refund of the amount paid on the price of the goods.

5.4. The Seller may withdraw from the purchase contract at any time before the Buyer's acceptance of delivery of the goods, even without cause. This is without prejudice to the Seller's right to cancel the order under section 3.11 of the Commercial Terms. If the Seller withdraws from the purchase contract, the Seller shall refund to the Buyer the amount of the price paid for the goods, their modifications and decoration in accordance with the Buyer's instructions without undue delay by a credit transfer to the Buyer's bank account.

5.5. If the Buyer has received a gift together with the goods, the contract of donation made between the Seller and the Buyer is deemed to have been entered into with a condition subsequent which states that in case of a Buyer's withdrawal from the purchase contract, the contract of donation for such gift becomes void and the Buyer must return the gift to the Seller together with the goods.

6. SHIPPING AND DELIVERY

6.1. The Seller may engage third-party carriers to transport the goods, to which the Buyer agrees. The goods are delivered to the main entrance of the building designated by the Buyer. If the carrier does not reach the Buyer at the destination, the carrier will leave the Buyer a message (about the attempted delivery) and will attempt to deliver the goods the following business day. If the carrier does not reach the Buyer during the second attempted delivery, he will store the goods in his warehouse, where the Buyer will be able to collect the goods at his own expense during the business hours of the carrier's warehouse over the period of seven calendar

days after the second attempted delivery. The Buyer will bear the carrier's costs of storing the goods in the carrier's warehouse. If the Buyer fails to collect the goods in the carrier's warehouse within the period specified above, the Goods will be returned to the Seller. The Buyer's failure to accept delivery of the Goods is without prejudice to the Seller's right to the payment of the shipping fees and associated costs of transporting the Goods, including the costs of storing the Goods and returning the Goods back to the Seller.

6.2. If the means of transport have been agreed in accordance with the Buyer's special request, the Buyer bears the risk and the additional costs related to such means of transport.

6.3. If the Seller agrees to deliver the goods to a destination specified by the Buyer in the order, the Buyer must accept delivery of the goods at such destination (delivery address).

6.4. If the Goods need to be delivered repeatedly or in some other manner than stated in the order for a cause on the part of the Buyer, the Buyer must settle the costs related to the repeated delivery of goods or causes related to the storage and repeated or other mode of delivery.

6.5. Having accepted the goods from the carrier, the Buyer must immediately check the integrity of the packaging. The Buyer must report any defects immediately to the carrier and in writing to the Seller to the e-mail address edecoration@sahmgastro.cz. If the defective or broken packaging appears to indicate there has been an attempt to break into the consignment, the Buyer does not have to accept delivery of the consignment from the carrier.

6.6. The delivery / handover of the goods by the Seller to the Buyer is possible only after the payment of the outstanding amount of the purchase price under section 4.1.2 of the Commercial Terms both in case of personal acceptance in the Seller's place of business under section 4.1.2(a) of the Commercial Terms, and in case of acceptance by COD at the location designated by the Buyer in the order under section 4.1.2(b) of the Commercial Terms, and in case of payment by credit transfer under section 4.1.2(c) of the Commercial Terms.

6.7. Other rights and obligations related to the transportation of Goods may be regulated by the Seller's standalone Delivery Policy, if issued by the Seller.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations arising in connection with defective performance are regulated by applicable law (especially by sections 1914 to 1925, sections 2099 to 2117 and sections 2161 to 2174 of the Civil Code).

7.2. The Seller is liable to the Buyer that the goods are free from defects upon delivery. In particular the Seller is liable to the Buyer that at the acceptance of delivery by the Buyer:

7.2.1. The goods have the agreed specifications, and in the absence of such agreement, the goods exhibit the characteristics described by the Seller or the manufacturer or expected by the Buyer in view of the nature of the goods or Seller's advertising about the goods,

7.2.2. The goods are fit for the purpose indicated by the Seller or for the purpose for which this type of goods is such normally used,

7.2.3. If the quality or workmanship of the goods was determined by reference to the agreed sample or model, the goods correspond in quality or workmanship to the agreed sample or model,

7.2.4. The decor of the goods corresponds to production proof sent by the Buyer to the Seller,

7.2.5. The goods have the appropriate quantity, dimensions or weight, and

7.2.6. The goods comply with the requirements of the law.

7.3. The provisions of section 7.2 of the Commercial Terms do not apply to goods sold at a lower price on account of a defect for which the lower price was agreed, to normal wear and tear of the goods, in case of second-hand goods to wear and tear corresponding to extent of its previous use exhibited by the goods at the time of their acceptance by the Buyer, to goods for which the Buyer did not observe washing instructions for decorated glass under article 9 of the Commercial Terms, or to visual appearance caused by the inherent nature of the goods.

7.4. The Buyer must inspect the goods without undue delay after receipt. The Buyer must notify the Seller of the defect and exercise the rights arising from the defective performance without undue delay after the Buyer has had the opportunity to inspect the goods and discover the defect, but no later than 24 hours after taking delivery of the goods. The Buyer must notify the Seller of a hidden defect and exercise the rights from defective performance without undue delay after the Buyer has had the opportunity to discover such hidden defect, but

no later than 12 months after the Buyer has taken delivery of the goods. Section 2161(2) of the Civil Code does not apply.

7.5. The Buyer must report the defects and exercise the rights from defective performance ("warranty claim") at the Seller's place of business, registered office, business establishment or via the Seller's e-mail address edecoration@sahmgastro.cz. Concurrently with the exercise of the warranty claim or without undue delay thereafter, the Buyer must also deliver the claimed goods to the Seller. The warranty claim is deemed made when the Seller receives the claimed goods. The Seller shall respond to the claim within 60 days from receiving the claimed goods. If the Seller recognises the warranty claim as justified, the Seller shall resolve the claim within 60 days from the acceptance of goods, unless the parties agree otherwise in a specific case. The time limit for the resolution of the warranty claim is suspended if the Seller fails to received all documents necessary to resolve the claim.

7.6. Additional rights and obligations of the parties arising in connection with the Seller's liability for defects may be regulated by the Seller's Return Policy.

8. OTHER RIGHTS AND OBLIGATIONS, COPYRIGHTS AND ALTERNATIVE RESOLUTION OF CONSUMER DISPUTES

8.1. The Buyer acquires ownership of the goods on the later of the payment of the full purchase price or the acceptance of delivery. The risk of damage to the goods passes to the Buyer upon the acceptance of the goods. If the Buyer fails to accept delivery for reasons on his part (see section 6.1 of the Commercial Terms), the risk of damage to the goods passes to the Buyer at the moment of the first failed attempt to deliver the goods.

8.2. The Seller is not bound by any code of conduct vis-a-vis the Buyer as referenced in section 1826(1)(e) of the Civil Code.

8.3. The out-of-court settlement of the Buyer's complaints will be handled by the Seller via the e-mail address edecoration@sahmgastro.cz. The Seller will send the information about the resolution of the Buyer's complaint to the Buyer's e-mail address.

8.4. The Seller has a trade license to sell the goods. The potential supervisory activities in the area of trade licensing is performed by the local Trade Office. Personal data compliance is monitored by the Office for Personal Data Protection.

8.5. The Buyer hereby accepts the risk of change of circumstances under section 1765(2) of the Civil Code.

8.6. By commissioning the decoration or modification of the goods, the Buyer confirms that he owns or is licensed to use the logo, image or text used in the decoration. The Seller disclaims any liability for an unauthorised use of any logo, image or text used to decorate the goods in accordance with the Buyer's instructions. The Buyer shall indemnify the Seller and hold the Seller harmless against any third party claims arising from an unauthorised use of any logo, image or text used to decorate the goods in accordance with the Buyer's instructions. The production preview of the goods sent by the Seller together with the order confirmation constitutes the creative work of the Seller and the Buyer may not dispose of, distribute or otherwise use the Seller's work in any way. If the Buyer interferes with or infringes upon the Seller's creative work, he shall be fully liable therefor and shall compensate the Seller for any ensuing damage or harm.

8.7. If a consumer dispute arises between the Seller and the Buyer as a consumer from the purchase contract or a service agreement that the parties are unable to resolve amicably, the consumer may file a petition for an alternative dispute resolution to the designated consumer dispute resolution authority, specifically to:

Czech Trade Inspection Authority
Central Inspectorate – ADR Department
Štěpánská 15
120 00 Praha 2
Email: adr@coi.cz
Website: coi.cz.

9. DECORATED GLASS WASHING INSTRUCTIONS

9.1. In order to preserve the lustre and shine of Sahm premium decorated glasses, the following conditions must be observed:

9.1.1. Hand wash:

- i. Wash the glasses in a special glass cleaner in water at a minimum temperature of 45° C;
- ii. After washing, first rinse the glasses with warm water, then with cold water;
- iii. Drain the clean glass on a rack with the cup facing down and allow them to dry;
- iv. Do not use any cloths to dry them as these are not completely free of grease;
- v. Do not use mechanical cleaning.

9.1.2. Washing in commercial glasswashers:

- i. Do not wash decorated glass in domestic dishwashers;
- ii. Place the glasses so as to prevent mechanical stress (bumps, touches, scratches);
- iii. Do not wash decorated glass together with other dishes or cutlery;
- iv. Water hardness should not exceed 5°d;
- v. Washing temperature should not exceed 60° C, rinse water temperature should be 62 ± 2° C (according DIN I 051 1);
- vi. Use washing and rinsing agents that are suitable for decorated glass;
- vii. The recommended washing time is 150 seconds at maximum; after rinsing, remove the glass from the machine immediately and let it dry to high gloss. Never wipe the washed glass;
- viii. Do not cool warm glass by water colder than 15 °C;
- ix. We also advise observing all recommendations from the glasswasher manufacturer.

10. PERSONAL DATA PROTECTION

10.1. The Buyer agrees to the processing of the following personal data: business name, first and family name, address of the registered office and of the place of business, identification number, VAT number, e-mail address, phone number, delivery address (if it differs from the registered office/place of business address) (collectively "personal data") even after the completion of the performance of the purchase contract until such time the Buyer withdraws in writing his consent with the processing and collection of this personal data.

10.2. The Buyer agrees that the Seller and the persons specified in section 10.4 of the present Commercial Terms may process the Buyer's personal data for the purpose of exercising rights and obligations from the purchase contract and for the purpose of maintaining a user account. Unless the Buyer chooses a different option (or expressly disagrees), the Buyer also agrees to the processing of his personal data by the Seller and by the persons specified in section 10.4 hereof for the purposes of sending information and commercial communications to the Buyer.

10.3. The Buyer acknowledges that he must provide true and accurate personal data (upon registration, in his user account, when ordering from the online store) and that he must notify the Seller without undue delay about any change in his personal data.

10.4. The Seller may appoint a third party to process the Buyer's personal data. Except for persons that transport the goods (third-party carriers), who receive the Buyer's personal data to the extent necessary to deliver the goods, and except for the Seller's related entities, who receive the Buyer's personal data for the purposes stated above and for the purpose of providing the information about the Seller and the Seller's related entities, and about their products and advertising activities, including the provision of samples and for marketing purposes, the Seller will not share the Buyer's personal data with any third parties in the absence of the Buyer's express prior consent. The Buyer acknowledges and agrees that his personal data may be processed and transferred even outside the territory of the Czech Republic under the same conditions.

10.5. Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in paper form in a non-automated manner.

10.6. The Buyer confirms that the personal data provided is accurate and that he has been informed that the provision of his personal data is voluntary.

10.7. If the Buyer comes to believe that his Seller or the processor (section 10.5) processes his personal data contrary to the Buyer's right to privacy and protection of personal right or contrary to law, in particular, if the Buyer comes to believe that his personal data is inaccurate with respect to the purpose of processing, the Buyer may:

- 10.7.1. ask the Seller or the processor for explanation,
- 10.7.2. ask the Seller or the processor to remedy the matter.

10.8 If the Buyer inquires about how his personal data is being processed, the Seller must disclose the information to the Buyer. The Seller may charge a reasonable fee for the provision of such information that

does not exceed the costs of obtaining and disclosing such information to the Buyer.

11. COMMERCIAL MESSAGES AND COOKIES

11.1 The Buyer agrees to receiving information related to goods, services and business activities of the Seller and the Seller's affiliates to the Buyer's e-mail address and agrees to receiving commercial and marketing messages from the Seller and the Seller's affiliates through the Buyer's e-mail. At the end of each commercial message, there will be a link through which the Buyer will be able to unsubscribe from the mailing list.

11.2. The Buyer agrees to the storage of cookies on his computer. If the goods may be purchased via the website and the Seller's obligations from the purchase contract may be fulfilled without storing cookies on the Buyer's computer, the Buyer may withdraw his consent under the previous sentence at any time.

12. NOTICES

12.1. The Buyer may receive notices from the Seller via e-mail at the address recorded in the Buyer's user account or in the Buyer's order.

12.2. In the absence of a provision to the contrary, notices to the Seller may be delivered to the Seller's contact addresses specified in section **13.4.** of the Commercial Terms.

12.3. A notice is deemed delivered also on the date when the addressee refuses to accept delivery or on the date when the sender receives the undelivered consignment, which was duly sent to the addressee's address under this Article with a note that the addressee was not reached or did not collect the consignment.

13. FINAL PROVISIONS

13.1 The parties' rights and obligations under the purchase contract are governed by Czech law, particularly by Act No. 89/2012 Sb., Civil Code (hereinafter referred to as "Civil Code").

13.2. Should a provision of the present Commercial Terms be or become invalid or non-effective, it shall be replaced by a provision that best expresses the meaning contemplated by the invalid or non-effective provision. A provision that is not valid or effective does not affect the validity or effect of the remaining provisions. The purchase contract may only be modified in signed writing (even electronically).

13.3. The purchase contract and the Commercial Terms are archived in the electronic format and are not available in a printed form.

13.4. Seller's contact info: Delivery address: Sahn s.r.o., Podbělohorská 1434/50, Smíchov, 150 00 Praha 5; e-mail address: edecoration@sahmgastro.cz; phone +420 274 772 249.

Prague, 1 December 2023

Sahn s.r.o.
Michael Sahn
managing director