

General sale and delivery terms

1. Preliminary provisions

1.1.

These General Sale and Delivery Terms (hereinafter as the “**SDT**”) describe common business cooperation between the company Singing Rock s.r.o. with its registered office at Poniklá 317, 514 01 Poniklá, Czech Republic, entered into the Companies Register kept by the Regional Court in Hradec Králové, Section C, Insert 32794, ID 29130719 (hereinafter as the “**Seller**”) and subjects that enter into a contract or agreement with the Seller or place an order for the goods of the Seller (hereinafter as the “**Buyer**”). These SDT are an integral part of any contract concluded between the Seller and the Buyer, unless the parties agree in an individual case otherwise.

1.2.

In case of any discrepancy between these SDT and the purchase contract concluded between the Seller and the Buyer, the provisions of the purchase contract shall prevail.

2. Order and conclusion of the contract

2.1.

The Buyer shall place an order on the Seller's order form available on request at the Seller's Sales Department (hereinafter as the “**Form**”) or via the Seller's online portal:

- a) b2b.singingrock.cz, if the Buyer has its registered office in the Czech or Slovak Republic; or
- b) b2b.singingrock.com, if the Buyer is located outside the Czech or Slovak Republic.

(hereinafter as the “**Online portal**”)

If the order is delivered to the Seller in another way, the Seller has the right to charge the Buyer with the administrative fee equal to 5% of the total value of the order (hereinafter as the “**Administrative fee**”).

If the Buyer places an order for the product not offered within the Form or Online Portal (“**Special Product**”) the Administrative fee is not charged to the Buyer, provided that the order is placed by e-mail or phone-call.

In case of the Special Product or in the case of the need to modify a standard product for the parameters of a Special Product, the Seller is entitled to the following surcharge:

CUSTOMER'S RESIDENCE	VOLUME	FEE
Czech Republic	< 20 pieces	CZK 500
Slovak Republic Republic of Austria	< 20 pieces	EUR 20
other countries	< 50 pieces	EUR 20 / USD 20

If the order of Special Product is in higher volume than the volume listed in the column designated as “Volume” above, the surcharge is not charged.

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2.2.

The order represents a proposal for the conclusion of a contract. The placing of the order is binding for the Buyer, and once confirmed by the Seller, it cannot be subsequently changed. The contract is concluded once the Seller delivers acceptance of the order to the Buyer.

2.3.

The Seller is not obliged to accept the order. If the Seller does not respond to the order within 14 working days, the order shall be deemed not accepted.

2.4.

If the order is not in the minimal value the Seller is entitled to a small order surcharge as follows:

CUSTOMER'S RESIDENCE	MINIMAL ORDER VALUE	SURCHARGE
Czech Republic	CZK 3,000 excluding VAT	CZK 100
Slovak Republic Republic of Austria	EUR 120 excluding VAT	EUR 5
other countries	EUR 1,000 EUR excluding VAT / USD 1,000 excluding VAT	EUR 30 / USD 30

3. Purchase Price and Payment Conditions

3.1.

A price agreement shall constitute a condition precedent to any conclusion of a valid Contract. The Purchase Price is determined by the prices specified in the current online price list of the Seller available as of the date of delivery of the order on the Seller's portal:

- a) b2b.singingrock.cz, if the Buyer has its registered office in the Czech or Slovak Republic; or
- b) b2b.singingrock.com, if the Buyer is located outside the Czech or Slovak Republic.

Unless otherwise expressly agreed, it is understood that the purchase price shall not include import duties, export duties, insurance, value added tax, customs, duties or other charges.

3.2.

The price of goods delivered to the other member states of the European Union (EU) than the Czech Republic, will be invoiced without the Czech VAT, provided that the Buyer proves its VAT registration in any member state of the EU. If the Buyer does not so prove, the price will be increased by the Czech VAT. If the Buyer's VAT registration is in a different EU country than the country of delivery of the goods, the Buyer shall subject the goods to VAT taxation in the country of delivery.

3.3.

The Purchase Price is to be paid on the basis of an invoice which may be issued by the Seller even before the goods are dispatched. Unless the invoice specifies a different due date, the due date is 14 days from the delivery of the invoice to the Buyer.

The Seller is entitled to demand a prepayment from the Buyer, i.e. payment of the full purchase price before the goods are dispatched.

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3.4.

The purchase price shall be deemed to be fully paid only when the full amount of the purchase price has been credited to the Seller's account. Without the Seller's express consent, the Buyer shall not withhold payment of all or part of the purchase price to offset any claim for damaged goods, or for any reason, including claims for defective goods.

3.5.

The Buyer shall pay the purchase price in full into the Seller's account. The Buyer shall pay all the bank or other charges and fees related to the transfer of funds to the Seller's account. All the payments of the Buyer shall be therefore made with the payment instruction OUR.

3.6.

If the Buyer does not pay the agreed deposit or purchase price in due time, or if the Buyer is in delay with an agreed instalment of the purchase price, this shall be deemed to be a substantial breach of the contract and the Seller may, at its own discretion, insist on payment by the Buyer, or withdraw from the purchase contract. This shall not affect the Seller's claim for damages. This also applies to cases of insolvency of the Buyer, or to a substantial deterioration of conditions affecting the transfer of funds from the country of the Buyer. If the contract provides for payment of the purchase price by instalments and the Buyer is in delay with payment of any instalment, the whole unpaid amount shall become due immediately.

3.7.

If the purchase price or its instalment is not paid within the agreed terms, the Buyer shall pay a contractual penalty equal to 0,05% of the unpaid amount for each day of delay, which does not affect the Seller's right to claim damages. In case of delay with the payment of the purchase price, the Seller is entitled to deny or delay future deliveries to the Buyer even if the fixed term of delivery has been agreed.

3.8.

The ownership title to the goods is transferred to the Buyer only after the full purchase price, including all accessories, is paid to the Seller. If the goods are delivered to the Buyer prior to the transfer of the ownership title to the goods by the Buyer, the Buyer shall have the obligation of a depository. The Buyer is obliged to store the delivered goods separately from other Buyer's property and to insure the delivered goods against damage caused by natural elements and against loss or theft, all at its own expense. The Buyer shall not be entitled to a payment for depository of the delivered goods or to compensation for any costs incurred in connection with the depository of the delivered goods. If the Buyer fails to pay the full purchase price, the Seller is entitled to withdraw from the contract. In such a case, the Buyer shall be obliged to deliver the goods defect-free back to the Seller at the Seller's registered office at the Buyer's expense, unless the Seller instructs the Buyer otherwise. Fulfilment of this obligation does not relieve the Buyer of the obligation to pay to Seller any contractual penalty, statutory interest on late payment and compensation for damages incurred by the Seller in this regard.

3.9.

The risk of damage of the goods passes to the Buyer upon the fulfilment of the Seller's obligation to deliver the goods in accordance with the relevant delivery terms.

4. Dispatching and Takeover of the Goods

4.1.

The place of delivery of the goods is the place agreed upon in the contract concluded on the basis of the order. If the parties do not explicitly agree on such a place, the goods will be delivered under the conditions of EXW Poniklá, INCOTERMS 2010.

4.2.

If a place of delivery is agreed differently from the Article 4.1 second sentence above and the Buyer does not provide the Seller with a dispatch information in time allowing the Seller to deliver the goods within the agreed deadline, the Seller may send the goods to the address of the Buyer that is known to the Seller, or may withdraw from the purchase contract as in the case of material breach of the purchase contract.

4.3.

If the Buyer, in spite of having been requested so to do, fails to take over the delivered goods at the place and within the time specified in the purchase contract, the Seller shall be free to either insist on execution of the terms of the purchase contract or to withdraw from the purchase contract and re-sell the goods to another customer and claim damages for losses incurred. If the Buyer is informed that the goods are ready to be dispatched or the goods are delivered to the Buyer and it refuses to take over the goods, the Seller shall be entitled to deposit the goods in its stores or in a public warehouse or with a third party, all at the Buyer's risk, peril and cost, or to resell the goods on the Buyer's account (provided the Buyer has already paid the full purchase price).

4.4.

The Buyer will be informed in case the Seller is not able to dispatch the goods to the Buyer according to the terms of purchase contract. The Seller will be granted by the Buyer an additional reasonable time for fulfilling all obligations and unless it is agreed otherwise the Seller is allowed to make partial delivery of the goods at its own discretion.

4.5.

The Buyer undertakes to confirm receipt of the goods on the delivery note and then return this confirmed delivery note back to the Seller. If the goods are delivered to a non-member state of the EU and the Seller does not ensure the transport of the goods, the Buyer undertakes to prove the date of the passing of the external border of the EU.

5. Warranty claims

5.1.

The goods are defective if they do not meet the requirements declared in the Seller's delivery conditions for the given type of products or in the delivery note. The Seller will supply the delivery conditions for a given type of product to the Buyer on request.

5.2.

If the Buyer discovers any defects in the goods supplied, he must inform the Seller in writing as soon as possible and in any case not later than seven calendar days after the goods delivery date. In case of delay, the Buyer forfeits its rights arising from defective goods.

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5.3.

The Buyer must inform the Seller in writing about any other (hidden) defects as soon as possible, without unnecessary delay, after the defects are discovered, but in any case, before the end of the warranty period of six months after delivery, otherwise the Buyer forfeits its rights arising from defective goods. The Seller offers a guarantee of quality only for this period.

5.4.

Goods are not deemed to be defective if the goods comply with tolerance levels stated in the delivery terms. Claims for defects must be delivered by registered post and must be supported by tangible evidence, i. e. samples of defective goods, a detailed description of the defect for which a claim is being made and a description of the way the products were handled and used when the defect was discovered, including the lodging of the claim. Unless otherwise agreed, the Buyer shall send the Seller a sample of the goods for which the claim is made, and the claim shall be processed on the Seller's premises. On the Seller's request, the Buyer is obliged to discuss the claim at the appropriate place, such as the place where the goods under complaint are stored. Until the complaint procedure is completed, the Buyer is not entitled to carry out any form of repair without the Seller's prior written permission.

5.5.

If the claim proves to be justified, the Seller, at its own discretion, can repair the goods within a reasonable time on the Seller's premises or the Buyer's premises, or the Seller can replace the defective goods with new, non-defective goods, or offer the Buyer an appropriate discount on the price of the goods. The claim is unjustified if the goods under complaint have defects which have been caused by the Buyer himself or by a third party.

5.6.

If the claim is not dealt with in a reasonable time in one of the aforementioned ways, the Buyer can then withdraw from the purchase contract to the extent of the defective performance. However, if the Buyer previously requested a discount on the price of the goods, it is not entitled to withdraw from the contract.

5.7.

Liability of the Seller is limited, as further specified herein. The Seller shall not be liable for damages in excess of the total price of goods stated in the purchase contract related to the damage. In these SDT, the term damage means compensation for damages and non-pecuniary harm pursuant section 2894 (1) and (2) of Act No. 89/2012 Sb., the civil code, as amended. The Seller shall not be liable for any loss of profit.

6. Termination of the contract

6.1.

The contractual relationship between the Seller and the Buyer established by the contract may only be terminated before its fulfilment by:

- a) a written agreement signed by both parties;
- b) a written notice of termination by either party for agreed reasons and, in the case of a framework contract, written notice of termination by either party with a three months' notice period for any or no reason whatsoever; or
- c) a written withdrawal by either party for legal or contractual reasons, in particular for material breach of contract.

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7. Governing Law

7.1.

This Contract and relations arising from it are governed by the law of the Czech Republic, especially by provisions of Section 2079 et seq. and forwarded of the Czech Civil Code, 89/2012 Sb.

7.2.

If the Buyer is an entity without a registered address or place of business in the Czech Republic, any disputes arising from any contract governed by the SDT or in connection with it shall be, with the exclusion of jurisdiction of common courts, finally decided in arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague by three arbitrators determined in accordance with the Rules of this Court. The Parties undertake to fulfil all duties imposed upon them by the arbitration award in due time as specified therein.

7.3.

If the Buyer is an entity with its registered address or place of business in the Czech Republic, the place of jurisdiction shall, in accordance with Section 89a of the Czech Civil Procedure Code, be the court determined by the registered office of the Seller.

8. Personal Data Protection

8.1.

The Seller in the position of a personal data controller processes the personal data of the Buyer, obtained in connection with the fulfilment of the Buyer's order and the resulting contractual relationship. During the processing of the personal data, the Seller shall abide by the principles arising from Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR") and other regulations on protection of personal data.

8.2.

The purpose of processing personal data of the Buyer by the Seller is to fulfil the contractual relationship and deliver the ordered goods to the Buyer. The legal reason for such processing is the fulfilment of contractual obligations within the meaning of Article 6 (1) (b) of GDPR.

8.3.

The Seller may further process the Buyer's personal data for the purpose of direct marketing and in this context send to the Buyer a commercial communication regarding the same or similar goods that the Buyer has previously purchased from the Seller. The legal reason for such processing is the legitimate interest of the controller within the meaning of Article 6 (1) (a) of GDPR.

8.4.

The Buyer's personal data may be passed by the Seller on to third parties which help the Seller fulfil its contractual obligations by providing certain services. The Seller transmits personal data only to those processors who provide guarantees of a sufficient level of security to personal data and process such personal data solely on the basis of a contract on the processing of personal data.

8.5.

The Seller shall process the Buyer's personal data for the period necessary for the proper fulfilment of the contractual obligation and in accordance with the applicable legal periods.

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8.6.

The Seller has adopted appropriate technical and organizational measures to ensure a sufficient level of security to personal data and to prevent unauthorized or accidental access, alteration, destruction or loss of personal data, their unauthorized transmission and other unauthorized processing or misuse.

8.7.

In connection with the processing of personal data, the Buyer has the right to: (i) request access to the personal data and information about their processing; (ii) correct or supplement inaccurate personal data; (iii) request deletion of the processed personal data; (iv) limit the processing of personal data; (v) obtain personal data which was provided to the Seller in a structured commonly used and machine-readable format; (vi) object to processing where the processing of personal data is based on the Seller's legitimate interest; and (vii) file a complaint with the Data Protection Supervisory Authority.

8.8.

If the Buyer receives from the Seller any personal data relating, in particular, to the Seller's employees or contractors, the Buyer shall process such personal data in accordance with the purpose for which it was provided, and shall adopt sufficient organizational and security measures to prevent their unauthorized processing.

9. Final Provisions

9.1.

The purchase in e-shop of the Seller is governed by SDT published at the e-shop's website (www.singingrock-outlet.cz/obchodni-podminky).

9.2.

Current version of SDT is available in the Seller's registered office and at the Seller's website (www.singingrock.com/terms-of-sale).

9.3.

The Seller reserves the right to unilaterally change or supplement the SDT if a reasonable later need for modification occurs.

9.4.

The Buyer is obliged to abide by confidentiality of all facts that will be made available to him in connection with the contractual relationship with the Seller and whose disclosure to a third party could cause harm to the Seller, in particular the facts that are considered trade secrets and other information that can be used for commercial or business purposes even if they are not considered to be a trade secret. The confidentiality obligation shall remain effective even after the termination of the contract, for as long as such breach of the confidentiality obligation is liable to cause damage to the Seller. As a breach of the obligation under this paragraph shall not be deemed a situation where the obligation to disclose the confidential information on the basis of a legal obligation. In other cases, disclosure of confidential information is subject to the Seller's prior written consent.

9.5.

Any non-use or omission of a claim or a right arising from the contract shall not be construed as a waiver of a claim. Unless expressly made in writing by the relevant party, a waiver of a particular claim arising from the contract shall not be construed as a waiver of any other claim. Any

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extension of a period for performance of a particular obligation or other legal action foreseen in the contract shall not be construed as an extension of a period for performance of any other obligation or other legal action foreseen in the contract.

9.6.

These SDT came into the effect on 1st of July, 2022.

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