

TERMS AND CONDITIONS

LARX Smart Heating SE
with registered office at Kaprova 42/14, 110 00 Prague 1
identification number: 09939105
registered in the Commercial Register maintained by the Municipal Court in Prague, Section H,
Insert 2394 for the sale of goods through an on-line shop located at the Internet address
www.carbon-film.com

1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions (hereinafter referred to as "**Terms and Conditions**") of LARX Smart Heating SE, with its registered office at Kaprova 42/14, 110 00 Prague, identification number: 09939105, registered in the Commercial Register kept by the Municipal Court in Prague, Section H, Insert 2394 (hereinafter referred to as the "**Seller**") regulate in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll, Civil Code (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or on the basis of a Purchase Contract (hereinafter referred to as the "**Purchase Contract**") concluded between the Seller and another individual person (hereinafter referred to as the "**Buyer**") through the Seller's online shop. The online shop is operated by the Seller on the website located at www.carbon-foil.com (hereinafter referred to as the "**Website**"), through the interface of the Website (hereinafter referred to as the "**Shop Web Interface**").
- 1.2. The Terms and Conditions do not apply to cases where the person who intends to purchase goods from the Seller is a legal entity or a person who acts in the course of ordering goods in the course of his business or in the course of his independent exercise of his profession.
- 1.3. Provisions deviating from the Terms and Conditions may be agreed in the Purchase Contract. Deviating provisions in the Purchase Contract take precedence over the provisions of the Terms and Conditions.
- 1.4. The provisions of the Terms and Conditions are an integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The contract of sale must be concluded in the Czech language.
- 1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. All presentation of goods placed in the webinterface of the shop is informative in character and the Seller is not obliged to conclude a Purchase Contract in respect of these goods. Section § 1732(2) of the Civil Code shall not apply.

- 2.2. The web interface of the shop contains information about the goods, including prices of the individual goods and the cost of returning the goods if the goods cannot, by their nature, be returned by the normal postal route. The prices of the goods are inclusive of value added tax and all related charges. The prices of the goods remain valid for as long as they are displayed on the web interface of the shop. This provision does not limit the Seller's ability to conclude a Purchase Contract on individually agreed terms.
- 2.3. The shop's web interface also includes information on the costs associated with packaging and delivery of the goods. The information about the costs associated with packaging and delivery of goods listed in the web interface of the shop is valid only in cases where the goods are delivered within the Czech Republic.
- 2.4. To order goods, the Buyer fills in the order form in the web interface of the shop. The order form contains in particular information about:
- 2.4.1. ordered goods (ordered goods are "inserted" by the Buyer into the electronic purchase shopping cart web interface),
- 2.4.2. the method of payment of the purchase price of the goods, details of the required method of delivery ordered goods and
- 2.4.3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as "**order**").
- 2.5. Before sending the order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered into the order, including with respect to the Buyer's ability to detect and correct errors made when entering data into the order. The data provided in the order are considered correct by the Seller. The Seller shall confirm receipt of the order to the Buyer immediately upon receipt by email to the Buyer's email address specified in the user account or in the order (hereinafter referred to as "**Buyer's electronic address**").
- 2.6. The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of purchase prices, estimated shipping costs) to ask the Buyer for additional order confirmation (for example, in writing or by phone).
- 2.7. The contractual relationship between the Seller and the Buyer is established by the delivery of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic address.
- 2.8. The Buyer agrees to the use of remote means of communication when concluding the Purchase Contract. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself, and these costs shall not differ from the basic rate.

3. PRICE OF GOODS AND PAYMENT TERMS

3.1. The price of the goods and any costs associated with the delivery of the goods under the contract of sale may be paid by the Buyer to the Seller in the following ways:

- ☐ by wire transfer to the Seller's account
- ☐ cash on installation at a location chosen by the customer

3.2. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.

3.3. The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to the provisions of Article 3.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

3.4. In case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is due within 4 days of the conclusion of the Purchase Contract.

3.5. In case of non-cash payment, the Buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.

3.6. The Seller is entitled, especially in the event that the Buyer fails to confirm the order (Article 2.6), to demand payment of the full purchase price before the goods are sent to the Buyer. Section § 2119 (1) of the Civil Code shall not apply.

3.7. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined with each other.

3.8. If it is customary in the course of business or provided for by generally binding legal regulations, the Seller shall issue a tax document - an invoice to the Buyer in respect to payments made under the Purchase Contract. The Seller is the payer of value added tax. The Seller shall issue the tax document - invoice to the Buyer - after payment of the price of the goods and send it in electronic form to the Buyer's electronic address.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT

4.1. The Buyer acknowledges that according to the provisions of Section § 1837 of the Civil Code, it is not possible, inter alia withdraw from a contract of sale for the supply of goods which have been adapted to the Buyer's wishes or for his person, from a contract of sale for the supply of perishable goods and goods which have been irretrievably mixed with other goods after delivery, from a contract of sale for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygienic

reasons, and from a contract of sale for the supply of an audio or visual recording or a computer program if the consumer has broken their original packaging.

- 4.2. Unless it is a case referred to in Article 4.1 of the Terms and Conditions or any other case where it is not possible to withdraw from the Purchase Contract, the Buyer has the right to withdraw from the Purchase Contract within fourteen (14) days of receipt of the goods, in accordance with the provisions of Section § 1829 (1) of the Civil Code, and in the event that the subject of the Purchase Contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. The withdrawal from the Purchase Contract must be sent to the Seller within the period specified in the previous sentence. The Buyer may send the withdrawal from the Purchase Contract, inter alia, to the Seller's business address or to the Seller's email address.
- 4.3. In the event of withdrawal from the Purchase Contract pursuant to Article 4.2 of the Terms and Conditions, the Purchase Contract shall be canceled effectively from its beginning. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.
- 4.4. In case of withdrawal from the contract according to Article 4.2 of the Terms and Conditions, the Seller shall return the money funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract, in the same manner as the Seller received them from the Buyer. The Seller shall also be entitled to return the subject of the contract provided by the Buyer already upon return of the goods by the Buyer or otherwise, provided that the Buyer agrees to this and no additional costs are incurred by the Buyer. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods to him or proves that he/she has sent the goods to the Seller. Only unpacked thermostats in their original packaging may be returned, carbon foil only in whole unpacked rolls (boxes). If the foil has been cut "to size", a return claim cannot be made for custom-made products. We only sell as a wholesaler to subjects that have a valid business licence. Consumables (butyl tape, cables, cardboard, adipan, PE film, etc.) cannot be returned.
- 4.5. The Seller is entitled to unilaterally apply the claim for payment for damage to the goods-
- 4.6. In cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, the Seller is also entitled to withdraw from the Purchase Contract at any time until the Buyer takes over the goods. In this case, the Seller shall refund the purchase price to the Buyer without undue delay, in the full amount of the original purchase, to the account designated by the Buyer.
- 4.7. If a gift is given to the Buyer together with the goods, the gift contract between the Seller and the concluded by the Buyer with a condition. If the Buyer withdraws from the Purchase Contract, such gift shall cease to have effect and the Buyer shall be obliged to return the gift together with the goods to the Seller.

5. TRANSPORT AND DELIVERY OF GOODS

- 5.1.** In the event that the method of transport is agreed on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.
- 5.2.** If the Seller is obliged under the Purchase Contract to deliver the goods to the place designated by the Buyer in the order, the Buyer is obliged to accept the goods upon delivery.
- 5.3.** In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of goods, or the costs associated with a different method of delivery.
- 5.4.** Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event that the packaging is found to be damaged, indicating unauthorized intrusion into the shipment, the Buyer may not accept the shipment from the carrier.
- 5.5.** Further rights and obligations of the parties in the carriage of the goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

- 6.1.** The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
- 6.2.** The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer takes delivery of the goods:
 - 6.2.1.** the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the Seller or manufacturer or expected by the Buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
 - 6.2.2.** the goods are fit for the purpose stated by the Seller for their use or for which goods of that kind are usually used,
 - 6.2.3.** the goods correspond in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen,
 - 6.2.4.** the goods are in the appropriate quantity, measure or weight; and
 - 6.2.5.** the goods comply with the legal requirements.

- 6.3. The provisions referred to in Article 6.2 of the Terms and Conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the level of use or wear and tear that the goods had when taken over by the Buyer, or if this results from the nature of the goods.
- 6.4. If a defect appears within six months of receipt, the goods shall be deemed to have been defective upon receipt. The Buyer is entitled to exercise the right to claim a defect that occurs in consumer goods within twenty-four months of receipt.
- 6.5. The rights from defective performance shall be asserted by the Buyer to the Seller at the address of the Seller's establishment where the acceptance of the claim is possible with regard to the range of goods sold, possibly also at the registered office or place of business.
- 6.6. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Regulations.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 7.1. The Buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 7.2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section § 1826(1)(e) of the Civil Code.
- 7.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz>, is competent for the out-of-court settlement of consumer disputes arising from Purchase Contracts.
- 7.4. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended.
- 7.5. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section § 1765(2) of the Civil Code.

8. DATA PROTECTION

- 8.1. The protection of personal data of the Buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended.
- 8.2. The Buyer agrees to the processing of the following personal data: name and surname, home address, identification number, tax identification number, e-mail address and telephone number (hereinafter collectively referred to as "**personal data**").
- 8.3. The Buyer agrees to the processing of personal data by the Seller for the purpose of exercising

the rights and obligations under the Purchase Contract and for the purpose of maintaining the user account. Unless the Buyer chooses otherwise, the Buyer agrees to the processing of personal data by the Seller also for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety according to this article is not a condition that would in itself prevent the conclusion of the Purchase Contract.

- 8.4. The Buyer acknowledges that he/she is obliged to provide his/her personal data (when registering, in his/her user account, when placing an order from the web interface of the shop) correctly and truthfully and that he/she is obliged to inform the Seller without undue delay of any change in his/her personal data.
- 8.5. The Seller may entrust a third party as a processor to process the Buyer's personal data. Except for the persons transporting the goods, personal data will not be transferred to third parties by the Seller without the prior consent of the Buyer.
- 8.6. 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.
- 8.7. The Buyer confirms that the personal data provided is accurate and that he/she has been informed that this is a voluntary provision of personal data.
- 8.8. Should the Buyer believe that the Seller or the Processor (Article 8.5) is carrying out processing of his/her personal data which is contrary to the protection of the Buyer's private and personal life or contrary to the law, in particular if the personal data is inaccurate with regard to the purpose of its processing, he/she may:
 - 8.8.1. ask the Seller or processor for an explanation,
 - 8.8.2. require the Seller or processor to remedy the situation.
- 8.9. If the Buyer requests information about the processing of his/her personal data, the Seller is obliged to provide him/her with this information. The Seller shall be entitled to charge a reasonable fee for the provision of the information referred to in the preceding sentence, not exceeding the costs necessary to provide the information.

9. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

- 9.1. The Buyer agrees to receive information related to the Seller's goods, services or business at the Buyer's electronic address and further agrees to receive commercial communications from the Seller at the Buyer's electronic address.
- 9.2. The Buyer agrees to the storage of cookies on his/her computer. In the event that the purchase can be made on the website and the Seller's obligations under the purchase agreement can be fulfilled without storing cookies on the Buyer's computer, the Buyer may withdraw consent under the previous sentence at any time.

10. SUBMISSION

10.1. The Buyer may be served at the Buyer's electronic address.

11. FINAL PROVISIONS

11.1. If the relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.

11.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

11.3 The contract of sale including the Terms and Conditions is archived by the Seller in electronic form and is not accessible.

11.4. Seller's contact details: delivery address LARX s.r.o. Průběžná 2507/50, 370 04 České Budějovice

email address info@larx.cz, telephone +420 725 140 144.

In Prague on the 26.9.2021