

Terms and Conditions

GENERAL TERMS AND CONDITIONS

ALDA hotel equipment a.s.

I.

Introductory provisions

1. These General Terms and Conditions of Business (hereinafter referred to as "**GTC**") are business conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**CC**") and apply to all purchase contracts concluded between ALDA hotel equipment a.s, with its registered office at Oskořínská 162, 289 31 Chleby u Nymburka, ID No. 07713606, VAT No. CZ07713606, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 24018 (hereinafter referred to as the "**Seller**"), and the Buyer (hereinafter referred to as the "**Buyer**"; the Seller and the Buyer are hereinafter jointly referred to as the "Parties"), including partial purchase contracts concluded on the basis of framework contracts. These GTC are therefore an integral part of the purchase contracts concluded between the Seller and the Buyer, always in the version valid and effective on the date of the order.

2. These Terms and Conditions shall only apply to persons who are entrepreneurs or persons who are not considered consumers by law. An entrepreneur is a person who independently carries out a self-employed activity on his own account and responsibility by means of a trade or similar activity with the intention of doing so on a regular basis for profit. Any person who enters into contracts in connection with his own business, manufacturing or similar activity or in the independent exercise of his profession, or who acts in the name or on behalf of an entrepreneur, shall also be regarded as an entrepreneur. The Special Terms and Conditions for Contracts with Consumers shall apply to legal relations with consumers.

3. In the event that the rights and obligations in the purchase contract differ from these GTC, the deviating provisions in the contract shall prevail.

4. The Seller is not bound by any other terms and conditions unless they have been expressly agreed to in writing by an authorised representative of the Seller.

5. In the event that the Buyer sends the Seller its terms and conditions and the Seller does not expressly agree to them in writing pursuant to paragraph 4 of this article of the GTC, and the purchase contract is nevertheless concluded, the contractual relationship shall be governed by these GTC and the Buyer's terms and conditions shall not apply.

6. The Seller offers the goods mainly via the website www.alda.cz or via the sample room in the Seller's premises in Chlebe u Nymburka.

7. These GTC are binding for all buyers.

8. The Seller is entitled to unilaterally change these GTC. The Seller shall always publish any change to the GTC on its website at www.alda.cz.

II.

Order of goods and conclusion of the purchase contract

1. The buyer can order the goods by:

- - in writing and by sending a fax or mail to the address of the Seller's business premises or registered office,
- - orally in person or by telephone, or
- - electronically by email to alda@alda.cz.

Orders for goods from the hotel cosmetics section can also be placed directly at www.alda.cz.

2. By submitting an order and/or subsequently agreeing to the order confirmation, the Buyer agrees to these GTC as in force and effect on the date of the order.

3. The order must contain in particular:

- - identification data of the buyer (registered office, VAT number, valid VAT number in case of VAT registration),
- - the exact name of the ordered goods, or the variant of the goods listed on www.alda.cz,
- - the required quantity,
- - the date and place of delivery,
- - the method of transport and, if applicable, the delivery condition,
- - the name and surname of the person authorised to act for the buyer in the execution of this order.

4. On the basis of the sent order, the seller sends the buyer a confirmation of the order or its rejection. The order confirmation will specify the unit price, the shipping price (if already known), the total price and the delivery dates. The order confirmation can be sent in writing, by fax or electronically. The Seller may revoke the order confirmation if such revocation is received by the Buyer before the Buyer delivers the order confirmation to the Seller.

5. In the event of unavailability of the ordered goods, the Buyer will be informed of this fact in the order confirmation or in the order rejection and may be offered by the Seller to supply a product of comparable or higher standard.

6. The purchase contract is concluded upon delivery of the Buyer's consent to the order confirmation to the Seller. The confirmation may be made in writing, by fax or electronically.

7. The contract of sale may also be concluded by the seller delivering the ordered goods to the buyer directly on the basis of the received order. In this case, the Seller does not send the Buyer a confirmation according to paragraph 4 of this article of the GTC.

8. If the Buyer sends a reconciliation of the order confirmation to the Seller with additions, reservations or other changes, such reconciliation shall be considered a new order, unless the Seller confirms to the Buyer that he agrees with the changes.

9. The Seller assumes that the Buyer is a person acting in the course of his business or a person who is not considered by law to be a consumer. In the event that the prospective buyer is a person deemed to be a consumer within the meaning of Section 419 of the Civil Code and the prospective buyer does not indicate this fact in the order and the purchase contract is concluded with these GTC, the seller is entitled to withdraw from the purchase contract.

III.

Delivery conditions

1. By the purchase contract, the seller undertakes to hand over the goods and transfer the goods to the buyer and the buyer undertakes to take over the ordered goods and pay the agreed purchase price for them.

2. Ownership of the goods shall pass to the Buyer upon payment of the purchase price in full under the conditions set out in Article V of these GTC.

3. The risk of damage to the goods passes to the Buyer upon the Buyer's acceptance of the goods under the conditions set out in Article V. of these GTC.

4. The Seller shall deliver the goods to the Buyer at the place of delivery by its own employees or by a carrier (transport service). The Buyer may also collect the goods from the Seller.

5. The Seller shall not be liable for any delay in delivery caused by the transport service.

6. The delivery time is confirmed by the Seller for the agreed calendar week. Delivery of the goods by the Seller in the calendar week immediately following the agreed calendar week shall be deemed to be timely delivery of the goods under the Purchase Contract and shall not constitute a default by the Seller.

7. If the Buyer requests the delivery date immediately and unless a different date is stipulated in the Purchase Agreement, this date shall be understood to be ten (10) working days from the date of conclusion of the Purchase Agreement.

8. The Seller may also deliver the goods at any time before the expiry of the delivery period, unless otherwise stipulated in the Purchase Contract.

9. By doing so, the Buyer confirms the delivery of the goods in the quantity and quality according to the delivery note. If the goods are delivered in such a way that the buyer is not able to immediately ensure the inspection of quantity and quality, he shall add the text "without physical inspection" to his signature. In such a case, the Buyer is obliged to carry out the inspection as soon as possible and to make any claim concerning quantity and obvious defects within three (3) working days of the date of receipt at the latest.

10. In the case of delivery of the goods by the carrier, the buyer is obliged to check the number of shipments and damage to the outer packaging of the goods already upon receipt from the carrier in the presence of the driver of the transport company. If a defect is found (the contents of the delivery are not complete, the goods are damaged by transport, etc.), the buyer shall claim the shipment directly with the carrier and notify the seller of this fact without undue delay.

11. If the buyer refuses to take over the goods in violation of the purchase contract, or if the buyer does not provide the necessary cooperation to take over the goods, or if the buyer does not pick up the goods within the agreed period for personal pick-up from the seller, the seller is entitled to:

- (a) repeat the delivery of the goods at the Buyer's expense, even if the Buyer should not have paid the delivery charges under the contract of sale; or
- (b) require the Buyer to collect the goods from the Seller at the Buyer's expense without undue delay, in which case the Buyer shall collect the goods from the Seller without undue delay and the Seller shall be entitled to charge the Buyer for the storage of the goods at the normal storage charge; or
- (c) store the goods with a third party at the buyer's expense; or
- (d) deposit the goods (the object of performance) in the court's custody pursuant to section 1953 CC, the costs of such substitute performance being borne by the buyer; or
- e) withdraw from the contract of sale.

As long as the seller does not withdraw from the purchase contract, the seller is entitled to change the exercise of his rights under a) to d), i.e. e.g. to have the goods originally stored by him stored by a third party.

12. If the buyer refuses to take over the goods in violation of the purchase contract, or if the buyer fails to provide the necessary cooperation to take over the goods or if the buyer fails to collect the goods within the agreed time limit for personal collection, this does not affect the Buyer's obligation to pay the total price (including freight and packing) and the Buyer is obliged to compensate the Seller for the damage caused (including unnecessarily incurred transport costs, even if the Buyer was not obliged to pay the transport costs under the contract of sale, the cost of packing the goods - packing, the value of the depreciated goods, etc.) and the costs of storage of the goods according to paragraph 11 of this article of the GTC.

13. If the delivery of the goods has to be repeated for reasons not on the Seller's side, in particular if the Buyer thwarts the delivery of the goods, the Buyer shall be obliged to pay the Seller the costs associated with the repeated delivery of the goods, even if the Buyer did not have to pay the transport fee under the purchase contract.

14. If the Seller is unable to deliver the goods according to the Purchase Contract because the goods have ceased to be produced or their delivery time has changed or the Seller is prevented from fulfilling his obligations by force majeure, the Seller is entitled to withdraw from the Purchase Contract according to Article VI, paragraph 5 of these GTC. The Seller is also entitled to propose to the Buyer to amend the Purchase Contract and to deliver replacement goods of a comparable or higher standard. If the Buyer agrees to such a change, the Seller shall deliver the replacement goods to the Buyer instead of the original goods.

IV.

Purchase price and payment terms

1. The prices of goods are always listed on the website www.alda.cz, in contracts and in the Seller's price lists without VAT. Promotional or sale prices of goods are valid until the stock is sold out when the number of pieces of promotional or sale goods is indicated or for a period of time specified.

2. The purchase price for the goods will be increased by the cost of packaging and transport to the destination, calculated according to the weight and number of packages, except for the following exceptions:

- in the case of purchase of goods from the hotel cosmetics section with a purchase price exceeding the total amount of CZK 5,000 excluding VAT after any discounts with a place of delivery in the Czech Republic, the transport fee is not charged. For the avoidance of doubt, if the Buyer withdraws from the Purchase Contract pursuant to Article VI, paragraph 7 of these GTC in such a way that the purchase price of the goods from the hotel cosmetics section after withdrawal is less than the financial limit at which shipping is not charged, the Buyer is obliged to reimburse the Seller for the shipping costs.

3. The transport fee is charged depending on the chosen mode of transport according to the price lists of the respective carrier. In the event that the Buyer (or the Seller at the Buyer's request) changes the place of delivery compared to the confirmed place of delivery, the Buyer is obliged to pay the Seller the associated extra costs (in particular higher transport costs).

4. Packing fee will be charged if the goods are packed on pallets, in the amount of 150,- CZK excluding VAT/one pallet of goods.

5. The Buyer shall pay the Purchase Price, including the price of transport and packing (if any) (hereinafter referred to as the "Total Price") to the Seller on the basis of an invoice (tax document) issued by the Seller after the conclusion of the Purchase Contract with a due date set by the Seller within fourteen (14) calendar days of the invoice being sent to the Buyer. In the case of sending goods

on delivery, the Buyer is obliged to pay the purchase price, including shipping and handling, upon receipt of the goods.

6. The Seller is entitled at its discretion (even after the conclusion of the Purchase Contract) to require the Buyer to pay a deposit of up to 100% of the total price, in particular but not exclusively:

- a) if the buyer is registered with the seller as a "new buyer", i.e. as a buyer who has not yet concluded at least (3) three purchase contracts with the seller for which the total price has been paid on time;
- b) if the Buyer is in default of payments under another contract;
- c) in the case of the sale of goods which the Seller does not normally keep in stock and orders or produces in the required quantity only on the basis of a concluded purchase contract with the Buyer;
- d) in the case of goods that are modified/manufactured according to the Buyer's requirements (e.g. logos, goods of dimensions other than normal dimensions, etc.) and in other similar cases.

The Buyer is obliged to pay the Seller an advance payment of the purchase price on the basis of the Seller's advance invoice due fourteen (14) days after the advance invoice is sent to the Buyer. The Seller shall not be obliged to commence performance of the Purchase Contract until the deposit has been paid by the Buyer, in which case the time for performance shall be extended by the period between the sending of the advance invoice and the payment of the deposit. The Buyer agrees to pay the full total price for the Goods less the deposit to the Seller on the basis of the Seller's final invoice due fourteen (14) days after the invoice is sent to the Buyer.

7. If the contracting parties agree that the total price will be paid immediately upon receipt of the goods by the buyer, no advance invoice need be issued, but only a final invoice, which will be delivered to the buyer directly with the goods or sent electronically on the day of shipment of the goods to the buyer's address.

8. The Buyer is obliged to check the accuracy of the personal details on the invoice and notify the Seller immediately of any deficiencies. Changes made after the expiry of fourteen (14) days cannot be corrected in the invoice and any consequences shall be borne by the Buyer.

9. Payment of the total price or advance payment shall be deemed to have been made on the date on which the relevant amount is credited to the Seller's bank account.

10. In the event that the Buyer is in default of payment of any payment due to the Seller, the Seller shall be entitled to suspend further deliveries of the Goods under any contract between the Seller and the Buyer, and the Buyer shall not be entitled to make any claim against the Seller on this account. The Seller shall resume the suspended performance only after the Buyer has paid the payment which was in arrears.

11. The Seller shall send the tax document to the Buyer after the conclusion of the Purchase Contract electronically or deliver it to the Buyer in another appropriate manner.

12. The Buyer shall be entitled to unilaterally set off only such of its claims as are due, enforceable, not time-barred and not disputed by the parties, provided that such set-off has been agreed in writing by the Seller. The Seller shall be entitled to set off against the Buyer any receivables due.

13. the Buyer shall not be entitled to assign any claim against the Seller arising from the Purchase Contract or any part thereof to a third party without the prior written consent of the Seller.

V.

Transfer of title and risk of damage to property

1. The ownership of the goods shall be acquired by the buyer only after the payment of the total price to the seller and the goods shall remain the property of the seller until that time. In the event that the Buyer pays only part of the total price to the Seller, the retention of title shall apply to all the goods under the Purchase Contract. Until the buyer has acquired ownership of the goods, he may not make any disposition of the goods (in particular, transfer the goods to another) without the prior written consent of the seller. If the buyer makes a disposition of the goods, he must notify the person against whom he makes the disposition of the seller's reservation of title.

2. Title to price quotations, drawings and other documents shall belong exclusively to the Seller, even after they have been provided to the Buyer and the prospective Buyer. These materials may only be disclosed to a third party with the prior written consent of the Seller and must be returned to the Seller at the Seller's request.

3. The risk of damage to the goods passes to the buyer upon acceptance of the goods. The same shall apply if the buyer does not take possession of the goods although the seller allows him to dispose of them.

4. If the seller delivers the goods to the carrier for transport to the buyer at the place specified in the contract of sale, the risk of damage passes to the buyer when the goods are handed over to the carrier at that place, and if no place has been agreed, when they are handed over to the first carrier for transport to the place of destination.

VI.

Withdrawal from the contract

1. If there has been a valid and effective withdrawal from the contract, the contracting parties are obliged to return to each other everything that was provided by the other party on the basis of the purchase contract before the withdrawal, unless otherwise specified below. In the event of a refund,

the other party shall not be entitled to interest. If documents in paper or electronic form have been provided with the goods, the buyer undertakes to return these documents together with the goods, undamaged and complete.

2. In the event of withdrawal from the Purchase Contract, the Buyer shall return the Goods to the Seller in their original packaging at the Buyer's expense within ten (10) days of the effective date of withdrawal. The Seller shall refund the total price or deposit paid to the Buyer within ten (10) days after the goods have been returned to the Buyer. However, in the event that the Seller withdraws from the Contract, the Seller shall not be obliged to reimburse the Buyer for shipping and packing, and if the Buyer has not been charged for shipping, the Buyer shall reimburse the Seller for the cost of shipping, and the Seller shall be entitled to unilaterally set off the claim for reimbursement of such costs against the Buyer's claim for reimbursement of the purchase price. The Seller is also always entitled to unilaterally set off against the Buyer's claim for reimbursement of all or part of the price a claim for reimbursement for damage to the goods.

A. Withdrawal from the contract by the seller

3. Without limiting the Seller's other rights and remedies, the Seller may immediately withdraw from all or part of the Purchase Contract by written notice sent to the Buyer without any obligation to the Buyer if:

- a) the buyer has breached the purchase contract in a material way;
- b) the Purchaser is in default in the payment of the total price or any part thereof for more than thirty (30) days;
- c) the Buyer has breached its obligations under the Purchase Agreement and has failed to remedy the breach even within thirty (30) days after being notified of the breach by the Seller;
- d) the Buyer has failed to provide the Seller with sufficient cooperation under the Purchase Agreement or is otherwise in default and fails to provide the Seller with adequate assurance that it will be able to perform its obligations under the Purchase Agreement in a timely and proper manner;
- e) the Buyer is in default in payment of the total price for the Goods or any part thereof under another contract of sale for more than fourteen (14) days and fails to provide adequate security to the Seller that it will be able to perform its obligations under the Contract in a timely and proper manner;
- f) the Buyer is bankrupt, or the Buyer files an insolvency petition against itself, or the insolvency court dismisses the insolvency petition against the Buyer for lack of assets of the Buyer, or the insolvency court declares bankruptcy over the assets of the Buyer, or the Buyer enters into liquidation or is appointed a trustee under special legislation or is in a similar position under the law of the country of its domicile;
- g) if it becomes apparent that the Buyer will not fulfil its obligations;
- h) the Buyer makes unauthorised use of the Seller's intellectual property or protected industrial property;

- i) as provided in these GTC; or
- j) the law so provides.

4. If the Seller withdraws from the Purchase Contract for any of the above reasons, the Buyer shall not be entitled to compensation for the costs and damages related thereto.

5. The Seller shall be entitled to withdraw from the Purchase Contract in whole or in part also if the goods are no longer manufactured, are unavailable for a long time, the price of the goods has changed or has been incorrectly determined, or if the Seller is prevented from properly fulfilling its obligations by force majeure.

B. Withdrawal from the contract by the buyer

6. The Buyer is entitled to withdraw from the Purchase Contract only in cases expressly stated in the Purchase Contract, in these GTC or in the law. According to the GTC, the Buyer is entitled to withdraw from the Purchase Contract if:

- a) the Seller breaches the Purchase Agreement in a material way and fails to remedy the breach even within thirty (30) days after being notified of the breach by the Buyer;
- b) the Seller is bankrupt, or the Seller files a bankruptcy petition against itself, or the bankruptcy court dismisses the Seller's bankruptcy petition for lack of assets of the Seller, or the bankruptcy court declares bankruptcy over the Seller's assets, or the Seller enters into liquidation.

7. The Buyer may furthermore withdraw from the Purchase Contract within one (1) week from the conclusion of the Purchase Contract if the goods have not yet been dispatched by the Seller. The whole purchase contract or partly (for some items) can be withdrawn in this way. You can also withdraw electronically by sending your withdrawal to alda@alda.cz.

8. However, withdrawal from the purchase contract pursuant to paragraph 7 of this article of the GTC is not possible in the case of order confirmation approval for custom-made goods - e.g. logoed goods, bed linen in the pattern specified by the buyer, congress equipment according to the exact specification, non-standard high number of goods that the seller ordered/manufactured only for the buyer, etc.

VII.

Liability for defects, warranty and claims

1. The method and basic conditions of claiming defects in goods and exercising rights arising from the guarantee for the quality of goods (if provided) are governed by the Seller's Complaints Procedure, which is an integral part of these GTC and forms an integral part of the purchase contract concluded

between the Buyer and the Seller. The Complaints Procedure is published on the Seller's website www.alda.cz and in printed form at the Seller's premises.

VIII.

Sanctions

1. In the event of delay of the Buyer in payment of the total price or part thereof or any financial performance to be paid by the Buyer under the Purchase Contract, the Buyer is obliged to pay the Seller a contractual penalty of 0.1% of the amount due for each day of delay. However, this is without prejudice to the Seller's right to full compensation for the damage caused by the Buyer to the Seller by breach of its obligation.

IX.

Dispute resolution and applicable law

1. In the event of a dispute arising between the Parties in connection with the Purchase Contract, the Parties shall preferably resolve such dispute amicably. If the dispute is not resolved after mutual negotiations, it shall be submitted to the competent court for decision. In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the court competent to resolve the dispute at first instance shall be the court in whose district the Seller has its registered office.

2. The rights and obligations not expressly governed by these GTC and the Purchase Contract shall be governed by the law of the Czech Republic. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

X.

Confidentiality and protection of personal data

1. All information, facts and all documentation (hereinafter collectively referred to as "Confidential Information") relating to the Goods and the Purchase Contracts (including the amount of discounts provided by the Seller) are confidential and may include trade secrets of the Seller or its subcontractors. Accordingly, Buyer shall use the Confidential Information only for the purpose for which it was provided to Buyer and shall maintain the confidentiality of the Confidential Information. Information, facts and any documentation, the nature of which implies that it may be further

disseminated by the Purchaser or is generally known, shall not be deemed to be Confidential Information.

2. As part of the duty of confidentiality, the Buyer shall in particular:

- a) not disclose or disclose Confidential Information to third parties or otherwise make it public;
- b) ensure that the Confidential Information is not accessed by any unauthorised person;
- c) ensure that all persons to whom it provides Confidential Information pursuant to paragraph 3 of this GTC Article comply with the confidentiality obligation under this Article. The Buyer shall be liable for the observance of the confidentiality obligation by such persons as if the Buyer had breached the confidentiality obligation himself.

3. The Buyer may disclose Confidential Information:

- a) only to its employees and associates to the extent necessary for the performance of the purchase contract;
- b) to the extent permitted in paragraph 4 of this GTC (Enforced Disclosure); and
- c) to other persons only with the prior written consent of the Seller.

4. The Buyer may provide Confidential Information to the extent necessary:

- a) required by order of any competent court or administrative authority; or
- b) in cases required by the laws of the Czech Republic.

However, prior to the disclosure of any Confidential Information by the Buyer, the Buyer shall always endeavour (to the extent permitted by law) to consult with the Seller as to any possible exclusion or restriction on the disclosure of such information and to disclose the Confidential Information only to the extent strictly necessary.

5. The Seller declares that it will always treat the personal data provided to it by the Buyer in accordance with the applicable legislation governing the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 10/2019 Coll., on the processing of personal data, as amended. Further information on the processing of personal data is provided in the Privacy Policy of ALDA hotel equipment a.s., which is available on the website www.alda.cz.

XI.

Final provisions

1. These GTC, including their components, are valid and effective from 1 February 2022 and repeal the previous version of the GTC and are available at the premises of ALDA hotel equipment a.s. and electronically at www.alda.cz. However, purchase contracts concluded prior to the effectiveness of these GTC and the rights and obligations of the contracting parties arising therefrom are still governed by the GTC under which they were concluded.