

GENERAL TERMS AND CONDITIONS

of

ALDA hotel equipment a.s.

for consumers

I.

Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") are business terms and 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 Oskořínká 162, 289 31 Chleby, 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, who is a consumer within the meaning of Section 419 of the CC (hereinafter referred to as the "Buyer"; the Seller and the Buyer are hereinafter collectively referred to as the "Parties"). 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 at the time of conclusion of the contract.
2. A consumer is defined as any person who enters into a contract of sale or otherwise deals with the seller outside the scope of his business activity or outside the scope of his independent exercise of his profession.
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 shall not be bound by any other terms and conditions unless expressly agreed to in writing by an authorized 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, 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. These GTC are binding for all buyers. However, this does not affect the buyer's option to conclude a purchase contract on different mutually agreed terms.
7. The Seller is entitled to unilaterally change these GTC. The Seller shall always publish any change to the GTC on its website at alda.cz.
8. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) CC.
9. All presentation of the goods placed on www.alda.cz, in the Seller's price lists, advertising catalogues, etc. is of an informative nature, is intended primarily for entrepreneurs and persons who are not consumers, and the Seller is not obliged to conclude a purchase contract regarding these goods.
10. These GTC also contain information that the Seller as an entrepreneur is obliged to communicate to buyers who are consumers before concluding the contract.

II.

Conclusion of the purchase contract

1. The purchase contract will be concluded on the basis of the seller's offer and its confirmation by the buyer. The offer is made by the Seller to the Buyer on the basis of the Buyer's enquiry, which does not oblige the Buyer to purchase any goods.
2. The buyer can make a request for goods:
 - in writing and by sending it by fax or by post to the address of the Seller's place of business or registered office,
 - verbally in person or by telephone, or

- electronically by email to alda@alda.cz.
3. By sending an inquiry and/or subsequently agreeing to the offer, the buyer agrees to these GTC.
 4. The request must include in particular:
 - identification data of the buyer in the range of name, surname, date of birth, address,
 - the exact name of the desired goods, or the variant of the goods listed on alda.cz,
 - the required amount,
 - request for delivery date and place,
 - the method of transport and, if applicable, the delivery condition.
 5. On the basis of the received inquiry, the seller sends his offer or rejection of the inquiry to the buyer. The offer will state the unit price, the shipping cost (if already known), the packaging, the total price (including all taxes) and the delivery dates. The tender may be sent in writing, by fax or electronically. The Seller may withdraw the offer if such withdrawal is received by the Buyer before the Buyer has delivered to the Seller its acceptance of the offer. An offer may also be valid only for the period specified therein.
 6. In the event of unavailability of the requested goods, the buyer will be informed of this fact in the offer or in the rejection of the request, and may be offered by the seller to supply a product of comparable or higher level.
 7. The purchase contract is concluded upon delivery of the buyer's consent to the offer to the seller. Consent may be given in writing, by fax or electronically.
 8. In the event that the Buyer sends its acceptance of the offer to the Seller with additions, reservations or other changes, such acceptance shall be considered a new inquiry, unless the Seller confirms to the Buyer that it agrees to the changes.

9. The seller assumes that the buyer is a person who is a consumer. If it turns out that the buyer concludes the contract within the scope of his business activity and the future buyer does not indicate this fact in his inquiry and the purchase contract is concluded, the purchase contract is governed by the GTC applicable to entrepreneurs, which are published at alda.cz.
10. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Agreement (costs of internet connection, costs of telephone calls, etc.) shall be borne by the Buyer himself, and these costs shall not differ from the basic rate.
11. The contract of sale is always concluded in Czech, which is also the language in which the seller deals with the buyer.
12. The contract of sale including the terms and conditions is archived by the seller in electronic form and is not accessible.

III.

Delivery conditions

1. By the purchase contract, the seller undertakes to hand over the goods and transfer the ownership of the goods to the buyer and the buyer undertakes to take over the ordered goods and pay the agreed purchase price for them.
2. Title to 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 Seller delivers the goods to the Buyer by its own employees or by a carrier (transport service). The Buyer may also collect the goods from the Seller, if the Seller allows this for the goods in question.
4. Unless expressly agreed otherwise, the delivery date is always within the agreed calendar week (i.e. any day during the agreed calendar week).

5. If the agreed delivery date is "immediately" and if no other date is specified in the Purchase Agreement, this date shall be understood as ten (10) working days from the date of conclusion of the Purchase Agreement.
6. The Seller may also deliver the goods at any time before the expiry of the delivery period, unless otherwise specified in the Purchase Contract.
7. In the event that the method of transport is agreed upon at the Buyer's specific request, the Buyer shall bear the risk and any additional costs associated with this method of transport.
8. If the Seller is obliged under the Purchase Contract to deliver the goods to the place designated by the Buyer, the Buyer is obliged to take delivery of the goods upon delivery. In other cases, the buyer shall take possession of the goods at the time of sale. If the buyer does not take possession of the goods within the time specified, the seller is entitled to payment for storage. If the parties have not agreed on the amount, the usual amount shall apply.
9. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different manner than agreed, the Buyer shall be obliged to pay the Seller the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivery.
10. On receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier. This is without prejudice to the buyer's rights under liability for defects in the goods and other rights of the buyer under generally binding legal regulations.

IV.

Purchase price and payment terms

1. On the alda.cz website and in the Seller's price lists, the prices of goods may in some cases be quoted without VAT, as the information on the website and in the price lists is primarily for businesses (not for consumers). The exact prices of goods including VAT are therefore always communicated to the buyer in the offer. 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 specified period of time.

2. The shipping fee is charged depending on the chosen method 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 from the confirmed place of delivery, the Buyer is obliged to pay the Seller the associated extra costs (in particular higher transport costs).
3. The Buyer will be charged a packing fee in the amount of CZK 150,- excluding VAT per pallet of goods, if the goods are packed on pallets.
4. The Buyer is obliged to provide a deposit of 100% of the total price for the payment of the purchase price, including the cost of transport and any packaging and all taxes (hereinafter referred to as the "total price"), which will be set off against the total price. The Buyer shall pay the Deposit to the Seller by wire transfer on the basis of an advance invoice issued by the Seller after the conclusion of the Purchase Contract with a due date of fourteen (14) days from the date of dispatch of the advance invoice to the Buyer. In case of sending the goods on COD, the Buyer is obliged to pay the total price upon receipt of the goods. Upon personal collection, the total price can also be paid in cash or by credit card at the Seller's premises.
5. The Seller is not obliged to commence performance until the deposit has been paid, in which case the period of performance shall be extended by the time between the sending of the advance invoice and the payment of the deposit.
6. The Buyer is obliged to check the accuracy of the personal details on the advance invoice and tax documents and to notify the Seller immediately of any deficiencies.
7. Payment of the advance payment and the total price shall be deemed to have been made on the date of crediting the relevant amount to the Seller's bank account in the case of a non-cash payment, and on the date of payment in the case of a cash payment.
8. 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 (e.g. together with the goods), in accordance with the relevant legislation.

9. Pursuant to Act No. 112/2016 Coll., on the registration of sales, as amended, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online; in case of technical failure, then no later than within forty-eight (48) hours.

V.

Transfer of ownership

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 applies to all the goods under the contract of sale.
2. Title to price quotations, drawings and other documents shall remain exclusively with the Seller, even after they have been provided to the Buyer and the future Buyer. These materials may only be disclosed to third parties with the prior written consent of the Seller and must be returned to the Seller upon request.

VI.

Withdrawal from the contract

1. If there is a valid and effective withdrawal from the contract, the parties are obliged to return to each other everything that was provided by the other party before the withdrawal on the basis of the purchase contract. If documents in paper or electronic form have been provided with the goods, the buyer undertakes to return these documents together with the goods.
2. In the event of withdrawal from the purchase contract, the buyer is obliged to return the goods to the seller at his expense within fourteen (14) days from the date of withdrawal.

3. If the Buyer withdraws from the Contract, the Seller shall return to the Buyer all monies, including delivery costs and packing costs, received from the Buyer within (14) days of the withdrawal from the Contract. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller shall reimburse the Buyer for the cost of delivery of the goods in an amount equivalent to the cheapest method of delivery offered.
 4. If the Seller withdraws from the Contract, the Seller shall reimburse the Buyer the total price of the Goods accepted from the Buyer within (14) days of withdrawal. If the seller withdraws due to a breach of the buyer's obligations, the seller shall only refund the shipping and packaging costs within the same period if the goods have not yet been packed and shipped.
 5. The Seller shall return the funds in the same manner as it received them. The Seller shall only return the funds received by other means if the Buyer has agreed to this and if no additional costs are incurred.
 6. The Seller is not obliged to return the funds received to the Buyer before the Buyer has handed over the goods to the Seller or proved that he has dispatched the goods to the Seller.
 7. In the event of withdrawal from the 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. The cost of return depends on the quantity and nature of the goods and the total amount depends on the method of return chosen by the buyer.
 8. The Seller is entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
- A. Withdrawal from the contract by the seller
9. The Seller is entitled to withdraw from the Purchase Contract only in cases expressly stated in the Purchase Contract, in these GTC or in the law.
 10. The seller is entitled to withdraw from the purchase contract if:

- a) the buyer has breached the purchase contract in a material way
- b) the Purchaser is in default in payment of the total price or the deposit or any part thereof for more than fourteen (14) days;
- c) the Buyer is in breach of his obligation to take delivery of the goods.

11. The Seller is also entitled to withdraw from the Purchase Contract in cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with Section 1829(1) of the Civil Code until the Buyer takes over the goods. In such a case, the seller shall refund the total price to the buyer without undue delay.

12. The seller is entitled to withdraw from the purchase contract in whole or in part also in the event that the price of the goods was set in the offer obviously incorrectly, or in cases where force majeure prevents him from properly fulfilling his obligations.

B. Withdrawal from the contract by the buyer

13. 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.

14. Pursuant to Section 1829 of the CC, the Buyer has the right to withdraw from a distance contract and a contract concluded outside commercial premises within fourteen (14) days, which period shall run from the date of conclusion of the contract and if it concerns:

- a) the purchase contract, from the date of receipt of the goods,
- b) a contract involving several goods or the supply of several parts, from the date of acceptance of the last delivery of the goods, or
- c) a contract having as its object a regular recurring delivery of goods, from the date of acceptance of the first delivery of goods.

15. However, the buyer is not entitled to withdraw from the contract in the cases referred to in § 1837 CC, in particular in the case of a contract:

- a) for the delivery of goods that have been modified according to the wishes of the buyer or for his person;
- b) the delivery of perishable goods or goods which have been irretrievably mixed with other goods after delivery;
- c) the delivery of goods in sealed packaging which have been removed from the packaging by the buyer and cannot be returned for hygienic reasons.

16. If the buyer exercises the right to withdraw from the contract pursuant to § 1829 CC, the withdrawal period is deemed to be maintained if the buyer sends the seller a notice that he/she is withdrawing from the contract during the withdrawal period. The withdrawal may be delivered in person to the Seller's premises, sent to the Seller at the Seller's registered office address or by email to alda@alda.cz or delivered to the Seller in another appropriate manner.
17. In the event that the buyer withdraws from the contract according to § 1829 CC, he is liable to the seller only for the decrease in the value of the goods that arose as a result of handling the goods differently than it is necessary to handle them with respect to their nature and characteristics.
18. If the Buyer is entitled to withdraw from the contract pursuant to Section II, Title One, Part Four of the CC, i.e. in particular in the cases referred to in Section 1829 of the CC (see paragraph 14 of this article of the GTC), he may use the withdrawal form attached as Annex 2 to these GTC for this purpose. In such a case, the Buyer is not obliged to state the reason for withdrawal.

VII.

Liability for defects, warranty and claims

1. The rights and obligations of the contracting parties with regard to the rights arising from defective performance are governed by the purchase contract, the provisions of these GTC and the relevant generally binding legal regulations (in particular, the provisions of § 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). The Seller's Complaints Procedure published on alda.cz is intended only for persons who are not consumers and does not apply to contractual relations with consumers.
2. The Seller shall be liable to the Buyer that the goods (item) are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the goods,
 - a) the goods have the characteristics agreed between the parties and, in the absence of an agreement, such characteristics as the seller or manufacturer described or the

buyer expected in view of the nature of the goods and on the basis of the advertising carried out by them,

- b) the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
- c) the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,
- d) the item is in the appropriate quantity, measure or weight; and
- e) the item complies with the requirements of the legislation.

3. If the defect becomes apparent within six (6) months of receipt, the goods shall be deemed to have been defective upon receipt.

4. The seller shall have obligations for defective performance at least to the extent that the manufacturer's obligations for defective performance continue.

5. The Buyer shall be entitled to exercise the right to claim for defects that occur in consumer goods within twenty-four (24) months of receipt. This does not apply:

- a) for an item sold at a lower price, the defect for which the lower price was agreed,
- b) the wear and tear caused by the normal use of the item,
- c) in the case of a second-hand item, a defect corresponding to the degree of use or wear and tear which the item had when it was taken over by the buyer; or
- d) where the nature of the thing so requires.

6. If the goods sold, their packaging, the instructions accompanying the goods or the advertisement indicate the period of time for which the goods may be used (expiry date) in accordance with other legislation, the seller shall provide a guarantee of quality for such goods for the period of their usability. The seller may also provide a guarantee of quality for other goods which do not have an expiry date as referred to in the first sentence. The seller undertakes by the guarantee of quality, unless otherwise specified below, that the goods will be fit for their usual purpose or retain their usual characteristics for a specified period of time.

7. The buyer is not entitled to the right of defective performance and the guarantee if the buyer knew before taking over the goods that the goods were defective or if the buyer caused the defect himself.

8. The rights of liability for defects in the goods shall be asserted against the seller. If, however, the certificate issued by the seller pursuant to Section 2166 of the Civil Code specifies another person designated to carry out the repair, who is at the seller's location or at a location closer to the buyer, the buyer shall exercise the right to repair at the person designated to carry out the repair. Except in cases where another person is designated to carry out the repair pursuant to the preceding sentence, the Seller shall be obliged to accept the claim at any establishment where the acceptance of the claim is possible with respect to the range of products sold or services provided, possibly also at the Seller's registered office or place of business. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of complaint settlement the Buyer requires; as well as a confirmation of the date and method of complaint settlement, including confirmation of the repair and its duration, or a written justification of the rejection of the complaint. This obligation also applies to other persons designated by the Seller to carry out the repair.
9. The buyer may exercise his/her rights under the liability for defects of goods with the seller in person at the address Oskořinská 162, 289 31 Chleby u Nymburka, by phone at + 420 325 531 625 or by e-mail at alda@alda.cz.
10. If the goods do not have the characteristics set out in paragraph 2 of this article of the GTC, the Buyer may also demand the delivery of new goods without defects, unless this is unreasonable due to the nature of the defect, but if the defect concerns only a part of the goods, the Buyer may only demand the replacement of the part; if this is not possible, the Buyer may withdraw from the contract. If, however, this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer is entitled to have the defect remedied free of charge. The buyer is also entitled to the delivery of new goods or the replacement of a part in the case of a removable defect if he cannot use the goods properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the buyer also has the right to withdraw from the contract. If the buyer does not withdraw from the contract or does not exercise the right to delivery of new goods without defects, to replacement of parts or to repair of the goods, he may demand a reasonable discount. The buyer is also entitled to a reasonable discount if the seller is unable to deliver new goods without defects, replace a part of the goods or repair the goods, or if the seller fails to remedy the defect within a reasonable time or if it would cause the buyer considerable difficulty to remedy the defect.
11. Anyone who has a right under section 1923 CC is also entitled to compensation for the costs reasonably incurred in exercising that right. However, if the right to compensation is not exercised within one (1) month after the expiry of the period within which the defect must be pointed out, the court shall not grant the right if the seller argues that the right to compensation was not exercised in time.

12. The Seller or his authorised officer shall decide on the claim immediately or, in complex cases, within three (3) working days. This time limit does not include the time appropriate to the type of product or service required for a professional assessment of the defect. The complaint, including the removal of the defect, shall be settled without undue delay, at the latest within thirty (30) days from the date of the complaint, unless the parties agree on a longer period. Failure to meet this deadline shall be deemed a material breach of contract.

13. The quality guarantee does not cover the following defects in the goods or parts thereof:

- for defects caused by improper use, e.g. use of the goods in violation of the instructions for installation, use and operation (or the requirements of operating and maintenance regulations) or in violation of technical standards or other safety regulations in force in the Czech Republic;
- for defects caused by improper installation or modification or any other unauthorized tampering with the goods or their individual parts without the prior written consent of the Seller,
- defects caused by physical damage or an unavoidable event (natural disaster, accident, etc.), weather conditions, fire, water, lightning or electrostatic discharge,
- wear and tear caused by normal use,
- for defects caused by improper transport and storage,
- defects and faults arising from the use of the product in aggressive environments such as chemical plants, swimming pools, saunas,
- for defects caused by improper maintenance of the goods (contrary to the cleaning instructions in Annex 1 to these GTC or the maintenance instructions supplied with the goods),
- for goods sold at a lower price, the defects for which the lower price was agreed,

- in the case of used goods, for defects corresponding to the level of use or wear and tear that the goods had when they were taken over by the buyer.

14. The warranty period runs from the handover of the item to the buyer; if the item has been shipped under the contract, it runs from the arrival of the item at its destination. If the purchased item is to be put into operation by someone other than the seller, the warranty period shall run from the date of putting the item into operation, provided that the buyer has ordered the commissioning within three (3) weeks from the receipt of the item and has duly and timely provided the necessary cooperation for the performance of the service.

15. The provisions of paragraphs 8 and 9 of this article of the GTC shall apply mutatis mutandis to the exercise of warranty rights, whereby the Buyer shall be obliged to exercise its warranty rights and notify the Buyer of the defects without undue delay after it has had the opportunity to inspect the object of performance and discover the defect, but no later than the end of the warranty period.

16. In the case of timely exercise of warranty rights, the buyer is entitled to have the defect removed by repair or delivery of a new item, while the choice of the specific method of removal of the defect is up to the seller. If the seller informs the buyer that the defect is not removed by repair or delivery, the buyer is entitled to a reasonable discount on the purchase price.

17. The buyer is not entitled to the warranty if the defect is caused by an external event after the risk of damage has passed to the buyer. This does not apply if the seller caused the defect.

IX.

Information on dispute resolution

1. The Buyer is entitled to send complaints to the Seller at alda@alda.cz. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's electronic address.

2. In the event that a consumer dispute arises between the contracting parties under the Purchase Contract, which cannot be resolved by mutual agreement, the Buyer may submit a proposal for out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection

3. Central Inspectorate - ADR Department, Štěpánská 44, 110 00 Prague 1, email: adr@coi.cz

website: coi.cz. The buyer may also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskypotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

X.

Privacy Policy

1. The Seller declares that the personal data provided to it by the Buyer will always be handled in accordance with the applicable legal regulations governing the protection of personal data, in particular in accordance with 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 alda.cz.

XI.

Final provisions

1. These GTC including their components are valid and effective from 1 March 2022 and are available at the premises of ALDA hotel equipment a.s. and electronically at alda.cz.
2. Annex 1 to these GTC is the maintenance manual, and Annex 2 to these GTC is a sample withdrawal form.