

**NOTICE — Working Translation**

*This is a working English translation of the Czech original. The Czech version (Obchodní podmínky) is the legally binding document. Please consult legal counsel for binding use.*

**GENERAL TERMS AND CONDITIONS OF PLUTEO STORE s.r.o.**

*Effective from 1 May 2024*

**1. Introductory Provisions**

1.1. These General Terms and Conditions (hereinafter "GTC") form an integral part of every offer, order, purchase contract, or other legal act concluded or made between PLUTEO STORE s.r.o., Company ID No. 198 89 241, with its registered office at Lidická 700/19, Veveří, 602 00 Brno, as the seller on one side (hereinafter the "Seller") and the Seller's customer who is an entrepreneur on the other side (hereinafter the "Buyer"), in connection with the Seller's business activities carried out primarily on its web platform [www.pluteo.cz](http://www.pluteo.cz), or in similar related contexts. The Seller and the Buyer are hereinafter jointly referred to in the GTC as the "Contracting Parties".

1.2. Sales, business, or other terms of the Buyer that have not been approved in writing by the Seller shall not apply to the contractual relations between the Contracting Parties.

1.3. Unless the purchase contract or order provides otherwise, these GTC apply. Deviations from the GTC are possible only by written agreement of the Contracting Parties.

1.4. These GTC are available on the Seller's web portal at [www.pluteo.cz](http://www.pluteo.cz). The Contracting Parties may, in specific cases, change or exclude individual provisions of these GTC, but only by written agreement of both Contracting Parties.

1.5. Legal relations not regulated by these GTC, the contract, or other legal acts of the Contracting Parties are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), or other relevant regulations of the Czech legal order.

1.6. The Buyer expressly acknowledges that all legal acts with the Seller pursuant to these GTC may be carried out only within the mutual business activities of the Contracting Parties. The Buyer is therefore aware that the provisions of the Czech legal order established for the protection of consumers or the weaker contracting party do not apply to these contractual relations and that, to the extent permitted by law, these GTC may include provisions different from those established by legal regulations.

**2. Conclusion of Contract**

2.1. Depending on the scope and form of individual transactions, the following types of contracts may be concluded:

1. contract concluded based on a confirmed written order
2. written purchase contract signed by the Contracting Parties

**2.1.1. Contract concluded based on a confirmed written order**

2.1.1.1. The contract is deemed concluded at the moment when the Seller delivers to the Buyer a written confirmation of the order placed by the Buyer on the Seller's web portal [www.pluteo.cz](http://www.pluteo.cz). The Seller will usually send the order confirmation to the Buyer's e-mail address or in another written form.

2.1.1.2. If the Buyer does not receive a written confirmation of the order from the Seller within two business days after placing the order, the Buyer is entitled to withdraw the order. Withdrawal of the offer is effective only if the withdrawal reaches the Seller before the Seller has sent the written confirmation of the order.

**2.1.2. Purchase Contract**

2.1.2.1. For selected transactions, a standard written purchase contract signed by the Contracting Parties is concluded. A purchase contract is concluded only when the Contracting Parties agree on it.

2.2. If, according to the law of the country of origin of the offered or supplied goods or its parts, an export or re-export permit is required, the effectiveness of any offer, order, or contract, as well as the subsequent

performance of the delivery of goods, is conditional on the issuance of such a permit. Until the issuance of the said permit, the Seller is not in default with the performance of the delivery.

### 3. Subject of Contract

3.1. The subject of the contract concluded between the Seller and the Buyer pursuant to these GTC is the paid transfer of ownership of materials and products from surplus and unused stock that are advertised by the Seller's customers on the Seller's web platform [www.pluteo.cz](http://www.pluteo.cz) (hereinafter "Goods"), from the Seller to the Buyer.

3.2. The Goods, the paid transfer of which is the subject of the contract, meet the definition of unused surplus stock, i.e., stock that remains unused on the customers' premises for various reasons (moral obsolescence, excess purchased quantities, etc.). These are mainly components and products that were purchased but, for objective reasons, were never used or consumed in projects, contracts, or other activities.

3.3. The Buyer acknowledges, with regard to the definition and nature of the Goods pursuant to Section 3.2 of the GTC, that the Goods may not be covered by warranty, that in accordance with the provisions below the Buyer's rights from defective performance have been limited, that the Goods may not be packaged in original packaging or may not contain all documents that were part of the original packaging, or that other similar circumstances may occur.

3.4. The Buyer also acknowledges that at the time of written confirmation of the order or conclusion of the purchase contract under Article 2 of the GTC, the Seller may not be the owner of the Goods that are the subject of the paid transfer under the order or purchase contract concluded with the Buyer. However, the Seller undertakes that, after written confirmation of the order or conclusion of the purchase contract under Article 2 of the GTC, it will endeavor to transfer ownership of the relevant Goods to itself in order to fulfill its obligation to the Buyer. If, for any reason, ownership of the Goods is not transferred to the Seller within a reasonable time after the conclusion of the contract with the Buyer, or if the Goods are damaged or destroyed during transport to the Seller or to the Buyer by the contractual carrier, the Seller is entitled to withdraw from the contract concluded with the Buyer. Withdrawal from the contract must be in writing. In case of withdrawal under this paragraph, the contract is regarded as never having been concluded, and the Contracting Parties cannot make any claims against each other (with the exception of the right to a refund of the purchase price if it was paid by the Buyer before the delivery of the Goods), in particular, they have no right to compensation for damages caused by withdrawal from the contract.

### 4. Offer Data and Materials, Protection of Information

4.1. Information about the Goods (weight, dimensions, performance parameters, price, offered quantity, etc.) provided on the Seller's web portal is preliminary, informative, and may change. They become binding when expressly stated and confirmed by the Seller in the order confirmation or in the contract.

4.2. Non-public information of a technical and commercial nature that the Seller provides to the Buyer is considered by the Seller to be its trade secret. The Buyer undertakes not to provide this information to third parties and may not use it for itself or for others. The Seller is entitled to disclose to third parties any information about the contractual relationship with the Buyer (including the very existence of such a relationship) only with the prior written consent of the Buyer. In case of breach of obligations under this paragraph, the Contracting Party that breached the obligation is obliged to compensate the other party for the resulting damage.

### 5. Delivery Conditions, Acceptance of Goods by the Buyer

5.1. The Seller is obliged to deliver the Goods to the place specified by the Buyer in the order or in the purchase contract, with a corresponding delivery note, and the Buyer is obliged to accept the Goods.

5.2. The Seller is entitled to use a contractual carrier to transport the Goods to the Buyer.

5.3. The Seller is obliged to provide the Goods with packaging that complies with the requirements of relevant legal regulations, in particular Act No. 477/2001 Coll., on packaging, as amended, or other relevant regulations, in particular to ensure adequate protection of goods against damage to the destination, regardless of the agreed delivery condition, while enabling its handling by common handling means.

5.4. The Buyer is obliged to perform a detailed non-technical check within two business days from the acceptance of the Goods. For the purposes of these GTC, a non-technical check means a check of the conformity of the received Goods with the order and a check of its visible undamage and completeness. If, during the non-technical check, the Buyer discovers damage, incompleteness, or other non-conformity of the Goods with the

order, the procedure under Article 10 of the GTC will be followed, or another suitable remedial procedure may be chosen by written agreement of the Contracting Parties.

5.5. In case of detection of damage, incompleteness, or other non-conformity of the Goods with the order, the Buyer is obliged to immediately notify the Seller of these detected defects and discrepancies in writing to the Seller's e-mail address [info@pluteo.cz](mailto:info@pluteo.cz) and describe in detail what these defects and discrepancies consist of. Where appropriate, the Buyer is obliged to attach photographs or videos showing the claimed defect or other damage to the notification of the defect.

5.6. After receiving the Buyer's notification of the existence of damage or other non-conformities of the received Goods with the order in accordance with the previous paragraph, the Seller is obliged to review the validity of the Buyer's claim without undue delay. For this purpose, the Seller is entitled to request the return of the Goods to the Seller, or the Seller is entitled, by prior agreement of the Contracting Parties, to examine the claimed defects of the Goods at the Buyer's plant.

5.7. The Seller is obliged to inform the Buyer in writing about the result of the review of the Goods claim without undue delay after its evaluation.

5.8. If the Buyer's claim is recognized as valid by the Seller and the Buyer withdraws from the contract pursuant to Article 10, paragraph 1 of the GTC, the Seller and the Buyer have agreed that the Buyer will, without undue delay, but no later than within 2 business days from the receipt of the notification of the result of the review of the Goods claim from the Seller, send the claimed goods back to the Seller, at the Seller's expense.

5.9. The Seller is entitled to use a contractual carrier to transport the claimed Goods from the Buyer. The Seller will inform the Buyer of the preference of this method and the date of collection of the claimed Goods.

5.10. The Buyer acknowledges that due to damage, incompleteness, and other non-conformities with the order of any kind of Goods, the Buyer has no right to compensation for damages or other similar claims against the Seller, with the exception of the right to withdraw from the contract pursuant to Article 10 of the GTC.

## 6. Transfer of Risk of Damage to the Item

6.1. The risk of damage to the Goods passes to the Buyer upon delivery of the Goods to the Buyer.

## 7. Delivery Time

7.1. The Seller is obliged to deliver the Goods as soon as possible, or within the time agreed in the order confirmation or in the purchase contract.

7.2. The Seller informs the Buyer of the delivery date of the Goods on an ongoing basis, but at least one business day before the planned delivery date of the Goods. The Seller's obligation to inform the Buyer of the delivery date of the Goods may also be fulfilled by the contractual carrier through which the Seller sends the Goods.

7.3. If the delivery date is set in the contract by a specific date and the Seller is in default with the fulfillment of the agreed obligation set out in the contract, the delivery date is extended by the same number of business days as the Seller's delay.

7.4. With regard to the nature of the Goods within the meaning of Article 3 of the GTC, the Buyer has no rights or claims against the Seller due to non-compliance with the delivery time, in particular, the Buyer is not entitled to claim compensation for damages against the Seller for this reason. The Buyer is also not entitled to withdraw from the contract concluded with the Seller for this reason, unless expressly agreed otherwise in writing by the Contracting Parties.

## 8. Prices and Payment Terms

8.1. The Seller is a VAT payer.

8.2. The purchase price of the Goods is stated on the Seller's web portal [www.pluteo.cz](http://www.pluteo.cz) exclusive of VAT.

8.3. The Buyer acknowledges that the purchase price stated on the Seller's web portal [www.pluteo.cz](http://www.pluteo.cz) may be further increased by packaging fees, storage fees, transportation, customs, insurance, and other similar legitimate payments.

8.4. The purchase price, including payments under the previous paragraph, will be invoiced by the Seller upon dispatch of the Goods. The invoice must contain all the elements of a tax document.

8.5. The invoice will be delivered to the Buyer electronically to the e-mail address provided, by post to the address provided by the Buyer, or will be delivered together with the Goods as part of the delivery.

8.6. Unless otherwise agreed in writing in the contract, the Buyer will pay the Seller the price of the Goods as follows:

- 100% of the price by online payment when creating and sending the order of Goods on [www.pluteo.cz](http://www.pluteo.cz), or by cash on delivery when handing over the Goods to the Buyer by the contractual carrier

8.7. The Contracting Parties may also agree in writing in the contract that the Buyer will pay the Seller the price on the issued invoice as follows:

- 100% of the price based on the issued invoice with maturity within 15 calendar days from the date of issue of the invoice
- 100% of the price in advance before delivery of the Goods to the Buyer based on the issued advance invoice with maturity within 7 calendar days from the date of issue of the advance invoice

## 9. Ownership Right to the Goods

9.1. Ownership of the Goods passes from the Seller to the Buyer upon payment of 100% of the price invoiced by the Seller pursuant to Article 8 of the GTC and upon expiry of the periods specified for withdrawal from the purchase contract pursuant to Article 10 of the GTC.

9.2. The Buyer is obliged to properly store and maintain the delivered Goods at its own expense until the moment of acquiring ownership of the Goods, to have them secured against loss, theft, damage, and destruction as a result of all possible events. The Buyer is not entitled, until the full price has been paid, to transfer ownership of the goods to a third party or otherwise encumber the Goods.

## 10. Withdrawal from the Contract Due to Defects in the Goods

10.1. If, after performing a non-technical check of the Goods pursuant to Article 5 of the GTC, the Buyer makes a claim regarding the Goods due to its visible damage, incompleteness, malfunction, or other non-conformity of the Goods with the order, and this claim is evaluated as valid by the Seller pursuant to Article 5 of the GTC, the Buyer is entitled to withdraw from the contract on the basis of which the Goods were delivered. The Buyer's right to such withdrawal from the contract expires if the Buyer does not exercise it in writing within 2 business days from the Seller's written notice of the validity of the Goods claim.

10.2. If, after putting the Goods into production, operation, or use in another way for which the Goods are intended, the Buyer detects or finds a defect in the Goods that prevents the use of the Goods in the usual manner, or in the manner agreed by the parties in the contract, while the Goods had this defect already at the time of transfer of risk of damage to the Goods pursuant to Article 6 of the GTC to the Buyer, the Buyer is entitled to withdraw from the contract. The withdrawal must be in writing and sent to the Seller's e-mail address [info@pluteo.cz](mailto:info@pluteo.cz). The Seller, however, is entitled to verify whether the defect described by the Buyer in the withdrawal from the contract is suitable for withdrawal from the contract, i.e., that the defect actually prevents the use of the Goods in the usual manner, or in the manner agreed by the Contracting Parties, and that this defect existed on the Goods already at the time of transfer of risk of damage to the item to the Buyer. The Buyer is therefore not entitled to withdraw from the contract if the Goods were damaged by the Buyer's handling or other breach of its obligations.

10.3. Withdrawal from the contract pursuant to the previous paragraph must be in writing without undue delay after the discovery of the defect in the Goods, but no later than within 15 calendar days from the receipt of the Goods by the Buyer. As part of the withdrawal from the contract, the Buyer is obliged to describe in detail the detected defect of the Goods so that it is clear what it consists of. Where appropriate, the Buyer is also obliged to attach photographs or videos showing the claimed defect. For the purpose of reviewing the defect of the Goods, the Seller is entitled to request the return of the Goods to the Seller, or the Seller is entitled, by prior agreement of the Contracting Parties, to examine the claimed defects of the Goods at the Buyer's plant.

10.4. Without undue delay after receipt of the withdrawal from the contract, the Seller is obliged to review the defects of the Goods described by the Buyer and to inform the Buyer in writing whether the withdrawal from the contract is valid or not.

10.5. If the withdrawal from the contract is found by the Seller to be valid, the obligation between the Buyer and the Seller is canceled from the beginning by withdrawal from the contract, and the contract is regarded as never

having been concluded, and the Contracting Parties have no claims against each other, with the exception of the right to return of the Goods and the paid purchase price. However, withdrawal from the contract does not affect the right to payment of a contractual penalty or default interest, if it has already become due, the right to compensation for damages arising from breach of contractual obligation, or any agreement that, due to its nature, is to bind the parties even after withdrawal from the contract.

10.6. If the Buyer's withdrawal from the contract is not found by the Seller to be valid, the Contracting Parties have agreed that the Buyer's withdrawal is regarded as if it had not been made and the Contracting Parties are obliged to fulfill all obligations arising from the contract.

10.7. In case of valid withdrawal from the contract under this article, the Contracting Parties shall return what has been performed. The Buyer is in particular obliged to return the Goods to the Seller in accordance with sections 5.8 to 5.10 of the GTC, if this has not yet occurred, and the Seller is obliged to return to the Buyer the part of the price already paid pursuant to Article 8 of the GTC, no later than 15 business days from the return of the Goods on the basis of a credit note issued by the Seller.

10.8. The Contracting Parties expressly acknowledge that after the expiry of the periods specified for withdrawal from the contract under this article, any withdrawal from the contract is not possible, even for any hidden defects that would manifest themselves only later after the expiry of the periods under this article.

## 11. Warranty and Claims

11.1. The Seller does not provide, due to the nature of the Goods under Article 3 of the GTC, a warranty for its quality, i.e., it does not provide a warranty that the delivered Goods will be fit for use for the agreed or otherwise usual purpose for a certain period or that they will retain the agreed or otherwise usual properties. This does not apply if the warranty for the given Goods is provided directly by the Seller's supplier and this warranty is agreed by the Contracting Parties directly in the contract.

11.2. By granting consent to these GTC, the Buyer acknowledges and accepts the information under the previous paragraph of the GTC. However, this consent of the Buyer does not exclude its right to withdraw from the contract and return the Goods to the Seller pursuant to other provisions of the GTC.

## 12. Compensation for Damages and Contractual Penalty

12.1. If the Buyer is in default with the payment of an issued invoice pursuant to Article 8 of the GTC, the Seller is entitled, in addition to statutory default interest, to charge the Buyer a contractual penalty of 0.05% of the amount due for each day of delay in payment of the invoice.

12.2. If the Seller is in default with the payment of an issued credit note after valid withdrawal from the contract pursuant to Article 10.4 of the GTC, the Buyer is entitled, in addition to statutory default interest, to charge the Seller a contractual penalty of 0.05% of the amount due for each day of delay in payment of the credit note.

12.3. The Seller is not liable to the Buyer for breach of its obligations if it was caused by delay or other breach of obligations of its suppliers. However, the Seller is obliged to inform the Buyer of the delay or other breach of obligations of the Seller's suppliers.

12.4. The Buyer is not entitled to compensation for damages incurred on the Goods themselves or to compensation for damages incurred as a result of non-delivery or defects in the delivery of Goods (e.g., in case of production failure, etc.), in particular the Buyer's loss of profit, etc.

## 13. Withdrawal from the Contract

13.1. Either Contracting Party is entitled to withdraw from the contract only in cases established by the contract, the GTC, and in cases under the following paragraphs of this article of the GTC.

13.2. The Seller may also withdraw from the concluded Contract in the following cases:

a) The Buyer is in default with the payment of its due monetary obligations under the Contract for more than 30 calendar days, while the Contracting Parties have expressly agreed to exclude the application of § 2133 of the Civil Code.

b) The Buyer becomes insolvent, in payment difficulties, or there is a reasonable concern that such a case may occur immediately, in particular in case of commencement of insolvency proceedings or similar proceedings under the Buyer's legal order.

c) The Buyer breaches the provisions of Article 9.2 of the GTC by transferring the Goods to a third party before full payment of the price of the Goods.

d) The Buyer repeatedly breaches other provisions of the Contract or the GTC. Repeated breach means a state in which a breach of the Contract has occurred, while a breach of the Contract or the GTC has already occurred in the past and the Customer has been notified of this defective state.

e) The Buyer is in default with the fulfillment of an obligation under the Contract or the GTC and the default is not remedied even within an additional reasonable period set by the Seller.

13.3. Withdrawal from the Contract is possible only in writing.

## 14. Final Provisions

14.1. The Contract and all related legal relations are governed by the legal regulations of the Czech Republic, with the exclusion of conflict-of-law rules of private international law and the Vienna Convention on the International Sale of Goods. All disputes arising from the Contract that cannot be resolved amicably will be decided by the competent general court of the Czech Republic.

14.2. The Buyer is not entitled to assign any of its claims under the Contract, even in part, to a third party without the prior written consent of the Seller.

14.3. If any provision of the contract or the GTC is invalid or ineffective, or becomes such, the invalid provisions will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Changes and amendments to the purchase contract or purchase terms require written form.

14.4. Withdrawal from the contract created in accordance with these GTC or from a contract of which these GTC are part does not affect the right to payment of a contractual penalty or default interest, if it has already become due, or the right to compensation for damages arising from breach of contractual obligation. Other provisions of these GTC are not affected by this provision.

14.5. All disputes arising in connection with contracts arising on the basis of these GTC, or with contracts of which these GTC are part, whether disputes concerning the establishment, performance, and termination of obligations, as well as disputes about their validity, or other, the parties will first try to resolve through mutual negotiation and out-of-court agreement. If the dispute cannot be resolved in this way, it will be resolved through the general courts of the Czech Republic. The Contracting Parties have agreed, within the meaning of the provisions of § 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, that the locally competent court for the decision of such disputes is the general court of the Seller.

14.6. The Contracting Parties acknowledge that, in connection with the performance under these purchase terms, mutual transfer of personal data of representatives and contact persons of the contracting parties takes place for the purpose of ensuring communication, in the scope of: name, surname, telephone number, and e-mail address. Furthermore, in this context, legitimate processing of personal data takes place. The Contracting Parties are not entitled to transfer this personal data to a third party without the express written consent of the other contracting party.

14.7. The Contracting Parties undertake to inform natural persons whose personal data they have provided in contractual documents, or in connection with the performance of the contractual relationship, to the other contracting party, of such method of processing of their personal data, and at the same time of their rights, which they have as data subjects in connection with the processing of their personal data, i.e., in particular, to file an objection at any time against such processing.

14.8. The Contracting Parties undertake to ensure that within the contractual relationship they will apply the principles set out in 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), which entered into force on 25 May 2018.

14.9. The Contracting Parties hereby declare that, in the period before the conclusion of the purchase contract, neither of the contracting parties or its representative engaged in any conduct that could be qualified as corrupt conduct (e.g., bribery, trading in influence, clientelism, etc.). The Contracting Parties also declare that they tolerate no form of corrupt conduct and undertake to take all appropriate and available measures to prevent corrupt conduct of their employees, representatives, suppliers, and intermediaries, and other third parties. Such

measures shall mean in particular familiarization of other entities with internal anti-corruption rules of the contracting party and a commitment to their compliance.

**These General Terms and Conditions are effective from 1 May 2024**