



General Terms and Conditions

Visu, s.r.o.

1. Preamble

1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the mutual rights and obligations arising from the contracts concluded between VISU, s.r.o., ID No. 070 91 346, with its registered office at Hakenova 561, 463 03 Stráž nad Nisou, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, File No. C 41477, and its customers in the event that a contract has been concluded between these entities containing a reference to these GTC.
2. In the contractual relations subject to these GTC, VISU, s.r.o. acts in the position of the supplier, contractor or seller (hereinafter referred to as the "Supplier") and the customer acts in the position of the client or the buyer (hereinafter referred to as the "Client"). The Supplier and the Client are then referred to collectively as the "Parties".

2. Entering into Contracts

1. The Contract between the Supplier and the Client can be concluded:
 - 1.1. in paper form containing the signatures of the Supplier and the Client;
 - 1.2. remotely at distance.
2. If the Contract is entered into remotely, it will be concluded at distance in the following way:
 - 2.1. based on the Client's order, the Supplier sends an offer to the Client by e-mail containing the draft contract, the technical specification of the product to be delivered, and these GTC with the accompanying text stating that it is a proposal for the conclusion of a contract;
 - 2.2. the Contract will then be concluded by sending the Client's confirmation by e-mail to the Supplier stating that the Client accepts the offer unconditionally and agrees with the wording of the contract, the technical specifications and the GTC.
3. For the purposes of concluding the contract, the provisions of Section 1740 (3) of Act of the Czech Republic No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") shall not apply, i.e., a response with an addendum or a variation that does not substantially change the terms of the offer, does not constitute acceptance of the offer and does not result in the conclusion of a contract.
4. If the Client fails to accept the offer within 14 days of the date on which it was sent by the Supplier, the offer will expire.
5. The offer is revocable by the Supplier until it is accepted by the Client.

3. Price and Terms of Payment

1. The price for the subject of the Contract is set as an agreed price and is only binding for a particular case and only for the time until the offer lasts; upon the fruitless lapse of the time limit for acceptance the offer shall cease to be binding.
2. The price for the subject of the Contract will be paid by the Client on the basis of advance and regular invoices, provided that the amount of the advance and regular payments and

their maturity will always be agreed individually in the respective contract.

3. The Supplier undertakes to issue invoices with all requisites in accordance with the applicable tax and accounting legislation.
4. The Supplier will always send the invoices to the Client's e-mail address specified in the relevant contract.
5. The amount charged by the invoice shall be deemed to be paid on the date of crediting the invoiced amount to the Supplier's account indicated on the relevant invoice.

4. Date of Performance

1. The Contracting Parties agree that the date of fulfilment of the subject of the Contract will always be negotiated in the respective contract.
2. In the case of the obstacles listed below, the date of fulfilment of the subject of the Contract will be extended for the benefit of the Supplier for the duration of the obstacle:
 - 2.1. failure of the Client to provide assistance;
 - 2.2. conduct of the Client, which indicates that it materially breaches the contract;
 - 2.3. obstacles, which arise independently of the Supplier's will, objectively preventing the fulfilment of the subject of the contract.
3. In the case of damage to the work or goods during transport, the date of fulfilment of the Contract will be extended by 14 days.
4. The date of fulfilment of the Contract may be extended by agreement of the Parties.

5. Handover of the Work or Goods

1. The method of handing over the work that is the subject of the Contract or of the goods will always be agreed in the respective contract.
2. The transport to the Client is provided by the Supplier and the Supplier is entitled to select a carrier of its choice.
3. The costs associated with the transport shall be borne by the Client and the price of transport will be agreed by the Parties in the respective contract.
4. The Client is entitled to pick up the work or goods at the Supplier's premises, in which case the transport will not be charged to the Client.
5. In the case that the work or goods are visibly damaged when handed over to the Client by the carrier, the Client is entitled to refuse the takeover and notify the Supplier of this fact and request its remedy.
6. The Client is obliged to check the work or goods without delay after they have been delivered to them and if within three working days from the date of the delivery of the work or goods the Client does not claim objections with the Supplier regarding their condition, the work or goods are deemed to be delivered without defects.
7. The Supplier is not responsible for any delay caused by the carrier.

6. Retention of Title

1. The Parties have agreed on the retention of ownership title to the works or goods provided by the Supplier to the Client until the full payment of the price of the work or the purchase

price, provided that the risk of damage to the item already passes to the buyer on the date of takeover of the work or goods.

2. The Client is not entitled to alienate the work or goods or encumber them with any third party rights until the transition of ownership.

7. Warranty, Liability for Defects

1. The Supplier provides warranty for the supplied works or goods for a period of 24 months, the period of which starts on the date of takeover of the work or goods by the Client.
2. Warranty defects will not be considered to be the following defects caused in particular by:
 - 2.1. mechanical damage,
 - 2.2. improper or inappropriate use,
 - 2.3. wear and tear resulting from normal use.
3. The Supplier undertakes to remove a warranty defect by means of repair or replacement of the item within 30 days from the date on which the work is handed over to the Supplier by the Client, provided that the work is delivered by the Client to the Supplier's place of business.
4. The notification of defect must be sent by the Client to the Supplier's e-mail address hello@visu.camp, and it must contain at least:
 - 4.1. identification data of the Client;
 - 4.2. number and date of conclusion of the contract;
 - 4.3. serial number;
 - 4.4. description of the defect;
 - 4.5. date of notification.
5. Notifications made in any other way or notifications that do not contain the particulars specified above are not made properly and do not establish the Client's rights based on the warranty or liability for defects.
6. The notification must be made without undue delay after the defect has been detected and if it is not made within 14 days from the date of detection of the defect, the claims based on the warranty or liability for defects shall expire.
7. The Supplier is not responsible for any defects resulting from incorrect or inaccurate instructions of the Client that could not have been revealed by the Supplier even in the course of routine care.

8. Consumer Provisions

1. The provisions of this article of the GTC shall only apply to contractual relationships in which the Client acts in the position of the consumer.
2. If the subject of the Contract is a work performance, the customer is not entitled to withdraw from the Contract without giving any reason, since the provision of Section 1837 (d) of the Civil Code shall be applied.
3. In the case that the subject of the Contract is the purchase of goods, the Client is entitled to withdraw from the Contract without giving any reason within a period of 14 days, the period of which starts to run from the date of takeover of the goods by the Client.

4. If the Client withdraws from the contract, it shall send or hand over to the Supplier without undue delay, no later than fourteen days from the withdrawal, the goods it has received from the Supplier.
5. If the Client withdraws from the contract, the Supplier shall return to the Client without undue delay, no later than fourteen days from the withdrawal, all financial funds, including the costs of delivery received by the Supplier from the Client based on the Contract in the same manner. The Supplier will only return the received funds to the Client in a different manner if the Client has agreed with it and does not incur any additional costs.
6. The time limit for the return of the funds according to the preceding paragraph is 7 days starting on the date when the Client delivers the goods to which the withdrawal relates to the supplier.
7. In accordance with the provision of Section 1820 (1) (g) of the Civil Code, the Client shall bear the costs of returning the goods incurred in connection with the withdrawal from the contract.

9. Protection of Personal Data

1. The Client agrees to the processing of its personal data by the Supplier for the following purposes:
 - 1.1. any handling of personal data relating to the performance of the Contract or the related obligations,
 - 1.2. compliance with the Supplier's obligations arising from the accounting and tax regulations or other legislation,
 - 1.3. exercise of the Supplier's claims relating to any breach of the Contract by the Client.
2. The Supplier undertakes to proceed in the handling of personal data 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 (hereinafter referred to as the "GDPR"), and Act No. 101/2000 Coll., on the protection of personal data, as amended (hereinafter referred to as the "Personal Data Protection Act").
3. In particular, the Supplier undertakes to process the personal data legally, fairly and transparently in relation to the specified purposes of processing.
4. In the case that the Supplier as the controller transfers personal data to a third party as the processor, the Supplier undertakes to take measures so that the processor proceeds in the processing of the Client's personal data in accordance with the GDPR and the Personal Data Protection Act.
5. The Supplier is entitled to entrust the processing of the Client's personal data to a third party in respect of processing related to the compliance with the Supplier's obligations arising from the accounting and tax legislation.

10. Final Provisions

1. In matters not regulated by these GTC and the contract, the contractual relationship shall be governed by Act of the Czech Republic No. 89/2012 Coll., the Civil Code, as amended, and by other relevant legal regulations.
2. In the event of a conflict between these GTC and the contract, the provisions of the Contract shall prevail.

3. The rights and obligations of the Client and the Supplier are always governed by the version of the GTC in effect at the date of conclusion of the contract.
4. The authority responsible for out-of-court settlement of consumer disputes is the Czech Trade Inspection (www.coi.cz).
5. These terms and conditions enter into effect on 1 July 2018.

1 July 2018

VISU, s.r.o.

Marek Vysušil, Executive Manager