



# General Business Terms and Conditions

Visu, s.r.o.

## 1 Introductory Provisions

1. These General Business Terms and Conditions (hereinafter referred to as "GBTC") regulate the relationships between the parties to a purchase contract, where one of the parties is Visu, s.r.o., Company ID No. 070 91 346, VAT Reg. No.: CZ07091346, with its registered office at Hakenova 561, 463 03 Stráž nad Nisou, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, file No. C 41477, in the position of the seller (hereinafter referred to as "Seller"), and the other party is a consumer or entrepreneur in the position of the buyer (hereinafter also jointly referred to as "Contracting Parties").
2. Definition of terms used herein:
  - 2.1. "Order" shall be understood as the Buyer's order of purchase of the Seller's goods, which must contain sufficient specification of the requested goods, identification of the Buyer including its name, delivery and invoicing address or also Company ID No./VAT Reg. No. if the Buyer is an entrepreneur, and the Buyer's contact data (phone number, e-mail address, etc.); the Buyer's Order shall not be considered an offer for conclusion of a contract.
  - 2.2. "Offer" shall be understood as an offer of delivery of particular goods of the Seller to the Buyer made on the basis of an Order and containing technical specification of the goods, the purchase price or the manner of its determination, the amount of an advance on the purchase price, the goods delivery term, and a reference to these GBTC.
  - 2.3. "Contract" shall be understood as a purchase contract or an accepted Order concluded by and between the Seller and the Buyer concerning the sale of the Seller's goods.
  - 2.4. "Goods" shall be understood as products produced or sold by the Seller.
  - 2.5. "Buyer" shall be understood as a customer of the Seller, a natural person or a legal entity, which is taking care of conclusion or which concludes a contract with the Seller.
  - 2.6. "Consumer" shall be understood as everyone who, when concluding and performing a contract, does not act within their business activities or self-employment.
  - 2.7. "Entrepreneur" shall be understood as every natural person or legal entity that independently performs, on their own account and at their own responsibility, a gainful activity as a sole trader or in a similar manner with an intention of doing so continuously in order to achieve profit. An Entrepreneur is, among other things, for the purpose of consumer protection, also every person who enters into a contract related to its own business, manufacturing or similar activities, or engages in professional self-employment, or a person acting on behalf and on the account of the Entrepreneur. For the purposes of the GBTC, an Entrepreneur is a person who acts in accordance with the previous sentence within their business activities. If the Buyer states its identification number in the Order, he acknowledges that he is subject to the rules contained in the GBTC for Entrepreneurs.

3. By sending an Order for purchase of Goods to the Seller, the Buyer confirms having been familiarized with these GBTC.
4. The following are the contact and identification data of the Seller for the purposes of sending Orders and communication concerning the Contract:

**Visu, s.r.o.**

Mailing address: Hakenova 561, 463 03 Stráž nad Nisou

email: hello@visu.camp

www.: www.visu.camp

data box ID: 3qi8nzm

bank account: 225631102/0600

## 2 Entering into Contracts

1. Buyers can send their Orders of the Seller's Goods to the addresses and using the methods specified herein. With regard to the specific features of the Goods production procedures and the production capacity, the Seller does not guarantee that the Order will be processed within any particular period of time.
2. After the Order has been processed, the Seller shall send to the Buyer by e-mail an Offer of delivery of the Goods as specified in the Order.
3. The Contract between the Seller and the Buyer is concluded at the moment that the later of the following terms has been fulfilled: (i) The Seller receives acceptance of the Seller's Offer by the Buyer; and (ii) the Buyer pays an advance on the purchase price.
4. An advance on the purchase price and the purchase price shall be considered paid on the day that the respective amount is credited in the Seller's account referred to in Article 1 (4) hereof.
5. The Buyer shall be informed by e-mail that the advance on the purchase price has been paid and the Contract concluded.
6. For the purposes of concluding the Contract, the provisions of Section 1740 (3) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") shall not apply, i.e., a reply with an addendum or a difference 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.
7. Unless the Buyer accepts the Offer, i.e. if no notification of the Offer acceptance is delivered to the Seller within fourteen (14) days following the day that the Seller sent the Offer, the Offer shall expire.
8. The Seller is entitled to cancel the Offer until the moment it is accepted by the Buyer.

## 3 Price and Payment Terms

1. The purchase price for the Goods ordered as specified in the Offer is an agreed one. The purchase price specified in the Offer shall only be binding for the individual case of the particular Offer and only for the period of the Offer validity. If the period of time for the Offer acceptance expires in vain, the purchase price shall no longer be binding.
2. The Buyer understands and acknowledges that the Seller is a VAT payer.
3. The purchase price for the Goods of Visu Sitka shall be paid by the Buyer in two instalments as defined below:

- 3.1. An advance equalling 70% of the purchase price shall be paid on the basis of a pro-forma invoice issued by the Seller after the Contract conclusion within fourteen (14) days following the invoice issue date; the Seller will only start treating the Goods as specified in the respective Order and Offer after the advance has been paid in full; if the advance is not paid within thirty (30) days following the pro-forma invoice issue date, the Contract validity shall expire (a terminating condition); and
  - 3.2. The outstanding part of the purchase price shall be paid on the basis of an invoice issued by the Seller and sent to the Buyer prior to handover of the Goods to the Buyer; the Goods will only be handed over to the Buyer after the outstanding part of the purchase price has been paid in full.
4. The purchase price for other Goods than those specified in Article 3 (3) of these GBTC shall be paid by the Buyer in a single instalment on the basis of an invoice issued by the Seller and sent to the Buyer prior to handover of the Goods to the Buyer; the Goods will only be handed over to the Buyer after the outstanding part of the purchase price has been paid in full.
5. In the event of personal takeover of the Goods as referred to in Article 5 (4) hereof, the purchase price can be paid in cash or by means of a wire transfer directly at the place of the Goods handover. In such an event, item 8 of this article shall not apply.
6. The Seller undertakes to issue invoices with all requisites in accordance with the applicable tax and accounting regulations valid at the moment of issuing the invoice.
7. The Seller shall send invoices to the Buyer at the Buyer's e-mail address specified in the Order.
8. The amount charged by the invoice shall be deemed to be paid on the day that the invoiced amount is credited in the Seller's account specified in the respective invoice.

#### **4 Date of Performance**

1. The Goods delivery term shall always be arranged individually on the basis of the Seller's Offer accepted by the Buyer. The Goods delivery term shall be automatically postponed and the Seller shall not be considered late with the Goods delivery if the Buyer fails to pay the outstanding part of the purchase price in a due and timely manner.
2. If any of the obstacles listed below occurs, the Goods delivery term shall be postponed in favour of the Seller by the period of the obstacle duration:
  - 2.1. A failure of the Buyer to provide cooperation;
  - 2.2. An act or omission of the Buyer giving rise to legitimate concern that the Buyer will breach the Contract seriously;
  - 2.3. Obstacles which arise independently of the Seller's will, objectively preventing the Seller from fulfilling the subject of the Contract, including the delivery of the Goods to the Buyer.
3. The Goods delivery term can be postponed on the basis of an agreement of the Buyer and the Seller.

#### **5 Goods Handover**

1. The Seller shall hand over the Goods to be transported to the Buyer within fifteen (15) days following the payment of the purchase price in full.

2. The Goods transport shall be arranged by the Seller, who is also entitled to choose the manner of transport and a carrier.
3. Costs associated with transport of the Goods shall be borne by the Buyer and the price of the transport shall be included in the Offer.
4. The Buyer shall be entitled to collect the Goods at the Seller at the address specified in Article 1 (4) hereof; if the Buyer chooses that option, no transport fee shall be invoiced to it.
5. If the Goods are visibly damaged at the moment they are being handed over to the Buyer by the carrier, the Buyer shall be entitled to reject the handover and inform the Seller of that fact and include details of the reason for rejection of the handover. After the Goods are returned and checked, the Seller shall inform the Buyer of other steps.
6. The Buyer is required to check the Goods immediately after the delivery, and if within three (3) working days from the date of the delivery the Buyer does not claim legitimate and well-founded objections with the Seller regarding the condition of the Goods, the Goods shall be regarded as having been handed over without any defects.
7. The Seller is not responsible for any delay caused by the carrier.

## 6 Retention of Title

1. If the Goods are delivered to the Buyer prior to payment of the purchase price in full, the parties hereby arrange retention of the Seller's title to the Goods until the payment of the entire purchase price.
2. Unless a mandatory legal regulation determines otherwise, the liability for damage to the Goods shall pass onto the Buyer at the moment the Goods are handed over to the first carrier to be transported to the address specified by the Buyer in the Order.
3. Until the title to the Goods passes onto the Buyer, the Buyer shall not be entitled to alienate the Goods, burden them with any third party rights, modify or devalue the Goods.

## 7 Warranty, Liability for Defects

1. The Seller provides warranty of twenty-four (24) months for the Goods and the warranty period shall start on the day that the Buyer takes over the Goods.
2. Warranty defects will not be considered to include the following defects caused in particular by:
  - 2.1. Mechanical damage;
  - 2.2. Improper or inappropriate use or maintenance;
  - 2.3. Unprofessional service work;
  - 2.4. Wear and tear resulting from normal use.
3. The Buyer shall send a notification of defect to the Seller by e-mail at [hello@visu.camp](mailto:hello@visu.camp) and the notification must include at least the following information:
  - 3.1. Buyer's identification data;
  - 3.2. Number and date of conclusion of the Contract;
  - 3.3. Serial number of the Goods;
  - 3.4. Accurate and sufficiently detailed description of the defect;
  - 3.5. Date of notification.

4. Notifications made in any other way or notifications that do not contain the information specified above are not made properly and shall not establish the Buyer's rights based on the warranty or liability for defects.
5. The notification must be given without undue delay after the defect has been identified and if it is not given within fourteen (14) days from the date of the defect identification, the claims based on the warranty or liability for defects shall expire.
6. The Seller undertakes to remove the warranty defect within thirty (30) days following the day that the Buyer returns the Goods for repair, while the defect shall be removed by repairing or replacing the item; the defective Goods must be returned to the Seller at the Seller's address specified in Article 1 (4) hereof.
7. The Seller shall not be held liable for any defects resulting from incorrect or inaccurate instructions of the Buyer that could not have been revealed by the Seller even in the course of routine care.
8. The total potential liability of the Seller for defects, damage or non-property harm arising out of the Contract or related to the Contract, which applies to any and all claims of the Buyer, is limited by the amount equalling the purchase price without VAT paid by the Buyer for the Goods.

## **8 Consumer Provisions**

1. The provisions of this article hereof shall only apply to Contracts concluded with the Seller by the Buyer who is a Consumer.
2. The Buyer shall be entitled to withdraw from the Contract without stating a reason within fourteen (14) days, while that period of time shall start on the day that the Buyer takes over the Goods. Pursuant to Section 1837 (d) of the Civil Code, the Buyer shall not be entitled to withdraw from the Contract if the subject of the Contract consists in Goods treated or modified according to the Buyer's wish.
3. If the Buyer withdraws from the Contract, it shall send or hand over to the Seller the Goods it has received from the Seller without undue delay, however, no later than fourteen (14) days from the withdrawal.
4. If the Buyer withdraws from the Contract, the Seller shall return to the Buyer all monetary funds including the costs of delivery that the Seller received from the Buyer on the basis of the Contract in the same manner, which the Seller shall do without undue delay, however, no later than within seven (7) days following the return of the Goods that the withdrawal from the Contract relates to. The Seller will only return the received funds to the Buyer in a different manner if the Buyer has agreed with it and does not incur any additional costs.
5. If the Goods returned after withdrawal from the Contract are damaged otherwise than through the fault of the Seller, the Seller is entitled to claim from the Buyer damages, compensation for the costs incurred and for a decrease in the Goods value and set off that claim against the Buyer's entitlement to returning of the purchase price.
6. In accordance with the provision of Section 1820 (1) (g) of the Civil Code, the Buyer shall bear the costs of returning the Goods incurred in connection with the withdrawal from the Contract.

## **9 Personal Data Protection**

1. The Buyer agrees with the processing of its personal data by the Seller for the following purposes:

- 1.1. Any handling of personal data relating to the performance of the Contract or related obligations;
  - 1.2. Compliance with the Seller's obligations arising from the accounting and tax regulations or other legislation;
  - 1.3. Exercise of the Seller's claims relating to any breach of the Contract by the Buyer.
2. When handling personal data, the Seller undertakes to comply 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 "GDPR"), and Act No. 110/2019 Coll., on the protection of personal data, as amended (hereinafter referred to as "Personal Data Protection Act").
  3. In particular, the Seller undertakes to process personal data legally, fairly and transparently in relation to the specified purposes of processing.
  4. If the Seller as the personal data controller transfers personal data to a third party acting as a processor, the Seller undertakes to take measures ensuring that the processor proceeds in the processing of the Buyer's personal data in accordance with the GDPR and the Personal Data Protection Act.
  5. The Seller is entitled to authorize a third party to process the Buyer's personal data in respect of processing related to the compliance with the Seller's obligations arising from the applicable accounting and tax legislation.

## 10 Final Provisions

1. In matters not regulated by these GBTC this contractual relationship shall be governed by Act No. 89/2012 Coll., Civil Code, as amended, and by other applicable legal regulations.
2. The rights and obligations of the Contracting Parties shall always be governed by the version of the GBTC in effect at the date of conclusion of the Contract.
3. The authority responsible for out-of-court settlement of consumer disputes is the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)).
4. These Business Terms and Conditions come into effect on 1 September 2019.

1 September 2019

**VISU, s.r.o.**

Marek Vysušil, Executive Officer