1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions of Sale (also referred to as "GTCs") of the company MINYX servis s.r.o., ID No.: 036 86 183, with its registered seat at Hustopeče, U Dálnice 1289/1, ZIP: 693 01, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert No. 87195 (also referred to as the "seller") regulate in accordance with the provision of Section 1751 par. 1 of the Act No. 89/2012 Coll., Civil Code (also referred to as the "Civil Code"), the mutual rights and obligations of the contracting parties arising from a purchase contract concluded between the seller and other persons acting in the course of ordering goods as part of their business activities or in the capacity of self-employment (also referred to as the "buyer").

1.2. These GTCs shall apply mutatis mutandis also – within the limits of statutory protection – to cases where the person who intends to purchase goods from the seller is a consumer within the meaning of Section 419 of the Civil Code as amended (referred to as the "consumer"). The provisions of these GTCs which apply to consumers are not, except where expressly referred to, applicable to purchase contracts concluded between the seller and the buyer, i.e. other persons acting in the course of their business activities or in the capacity of self-employment when ordering goods.

1.3. The provisions of these GTCs form an integral part of every purchase contract. Deviating provisions in the purchase contract shall prevail over the provisions of these GTCs only if the seller has expressly agreed to them. These GTCs also apply to purchase contracts concluded through the seller's online shop available or rather operated on the website **www.minyx.cz**, through the web interface located therein (also referred to as the "e-shop"). Special rules for the purchase of goods by a consumer through the e-shop are laid down in article 16. of these GTCs. Section 1732 par. 2 of the Civil Code does not apply for the purposes of these GTCs, i.e. to the conclusion of purchase contracts.

1.4. The use of general terms and conditions of sale or purchase of the buyer or consumer is hereby excluded, unless expressly accepted in writing by the seller. The actions of the seller and the performance of contracts by the seller shall not be deemed to be an acceptance of the use of terms and conditions different from these GTCs of the seller.

2. CONCLUSION OF THE CONTRACT

2.1. Price quotations made by the seller constitute an invitation to place an order by the buyer and may be changed at any time without prior notice. The placement (listing) of a specific type of goods in the form of individual items on the e-shop, does not represent a quotation within the meaning described in the previous sentence, and therefore does not constitute an obligation on the part of the seller to supply specific goods. The seller shall draw up and send a price offer to the buyer on the basis of the buyer's enquiry made via the (B2B) enquiry section of the e-shop for non-consumer buyers. The conclusion of the actual purchase contract via the e-shop, is subject to the procedure laid down in article 2.3. of these GTCs.

2.2. All information about the goods placed on the e-shop, with the exception of the information pursuant to article 2.4. of these GTCs, are of an indicative or informative nature, including images of the goods, estimated delivery times, dimensions, availability of goods, stock, as well as other parameters of the goods. Therefore, the seller is not responsible for the accuracy and completeness of the information provided on the e-shop in comparison with the actual status and is not obliged to conclude a purchase contract regarding specific goods. The indication of "availability" displayed for an individual item of goods in the e-shop cannot be interpreted as a deadline for the delivery of the goods by the seller. The stated availability of the goods is only an indicative, non-binding estimate of the time expected after the seller's available stock has been depleted. The seller is not interested in enticing or deceiving its customers, therefore the possibility of supplying the goods ordered by the buyer is always verified by the seller, whereas the actual delivery of the goods to the buyer is always subject to an order acceptance by the seller. The seller points out that, particularly in view of the nature of internet sales and deliveries from suppliers, it is not possible to demonstrate the goods to the buyer in advance. Goods offered through the e-shop are always limited by the seller's current stock, whereas orders or deliveries of goods after they are sold out cannot be guaranteed in any way. The seller is also entitled to change the range of offered goods at any time and to discontinue the sale of goods without prior notice or information.

2.3. The purchase contract between the buyer and the seller is concluded only upon written or electronic (by e-mail to the buyer's e-mail address) notification of the acceptance of the buyer's order by the seller. By ordering the goods, the buyer bindingly declares that he wants to purchase the ordered goods and agrees to the seller's GTCs. The seller reserves the right to refuse an order without giving a reason, while orders for the supply of goods at a price up to CZK 200,- (inclusive) excluding tax, shall not be taken into account.

2.4. Unless explicitly marked in the e-shop, price quotation and/or in the product lists otherwise, all goods offered by the seller are so-called atypic/Non-cancelable/Non-refundable (also referred to as "NCNR goods"). The buyer is always obliged to collect and pay the agreed upon price pursuant to a purchase contract concluded on NCNR goods.

2.5. Following its acceptance, an order for goods cannot be changed, cancelled or rescheduled by the buyer – except by the consumer –without the seller's consent. The seller reserves the right to allocate the sale of the goods between its customers.

2.6. If the seller– no matter whether prior or following the acceptance of an order –, discovers a printing, system, human, supplier or other error relating to the goods or its delivery (in particular published or otherwise detectable on the e-shop or indicated in the order, in the order acceptance, or in other notifications), as well as in the event of out of stock, unavailability of the goods and despite making every effort that can be required of him, the seller is unable to deliver the goods to the buyer within the agreed time or at the agreed price, or due to force majeure, the seller is always entitled to withdraw from the purchase contract, cancel, refuse or not accept an order. Such an error may relate in particular to the current price of the goods, its quantity, the possibility of delivery, the available stock, the image of the goods on the e-shop or any other fact, which may result in the impossibility of delivering the goods to the buyer in time or properly in accordance with the order or the concluded purchase contract. The buyer shall be informed of this fact immediately upon discovery, whereas the seller shall be entitled – at his own discretion – not to deliver such goods, not to send / not to accept such an order, to reject the execution of an order submitted by the buyer or an order accepted by the seller or to unilaterally withdraw from the concluded purchase contract as stated above. In these exceptional cases, the seller shall not be in default of delivery.

2.7. The seller is always entitled to unilaterally withdraw from a purchase contract (until goods delivered) or immediately cancel / reject an order if the price of the goods or the quantity indicated on the e-shop were incorrect due to human, system or other error. In case the buyer has already paid the purchase price, this shall be refunded by the seller in such cases within fifteen (15) days from the date of cancellation of the purchase contract or rejection of the order. The seller is also entitled to unilaterally withdraw from the purchase contract or not to hand over the goods to the buyer if the provision of incorrect, incomplete or

false information regarding the buyer, the person taking over the supplied goods during the communication with the seller is discovered, or if there is a risk of damage to the seller as a result of the conduct of the person with whom he has communicated (e.g. fraudulent conduct).

3. PRICES

3.1. Prices are quoted for net goods only and do not include taxes, transport costs, or other costs or charges such as charges for special packaging and marking of the goods, permits, certificates, excluding customs declarations and registration. Any additional charges are borne by the buyer.

3.2. The seller declares that he is not aware of the purpose of the purchase made by the buyer or the use, the purchased goods are intended for. Therefore, he is not responsible for the choice of the ordered goods and its consequences for the buyer.

3.3. In the event, that any of the requirements specified in the order cannot be fulfilled by the seller, he shall send the buyer an amended offer indicating the possible variants of the order and request the buyer's standpoint. The amended offer shall be considered as a new draft of the purchase contract and the purchase contract shall be concluded in such a case only upon acceptance by the buyer. These GTCs shall also form an integral part of a purchase contract concluded in such a manner.

4. PAYMENT TERMS

4.1. The price shall be paid on the basis of an invoice issued by the seller. The seller is entitled to issue the invoice after the conclusion of the purchase contract with the buyer. The invoiced amounts are payable on the due date indicated on the seller's invoice, without set-off or deduction of withholding tax or other amounts. The buyer expressly gives his consent to the issuance and receipt of invoices in electronic form.

4.2. In the event of default in payment by the buyer, the seller shall be entitled to charge a contractual default interest on the amount due from the due date to the date of payment at a rate of 10% per annum, as well as reasonable legal fees or collection costs incurred in connection with collection.

4.3. The seller is entitled to charge a fee of CZK 100,- for each reminder of an unpaid (due) invoice.

4.4. The seller is entitled to require an advance or other similar payment from the buyer prior to the conclusion of the purchase contract, as well as to require such an advance or other similar payment following the conclusion of the purchase contract, if this proves necessary to fulfil the seller's obligation arising from the purchase contract. Section 2119 par. 1 of the Civil Code shall not apply. The buyer is obliged to make the advance or other similar payment within the time limit and in the manner specified by the seller.

4.5. The seller shall be entitled at any time to change the terms of the buyer's advance payments or credit, to request financial data from the buyer in order to verify his solvency, to require a bank guarantee or other form of security or to suspend any pending orders of the buyer. The seller may set off payments to any of the buyer's accounts. In the event of default by the buyer in any payment under a purchase contract, the seller shall be entitled, without prejudice to any other legal claims, to amend scheduled deliveries or cancel any outstanding orders and to declare all outstanding invoices immediately due and payable.

4.6. Payment of the invoice or the price shall be deemed effective once the invoiced amount is credited to the bank account designated by the seller.

5. DELIVERY TIME, PARTIAL SUPPLIES

5.1. Unless the seller specifies otherwise in writing, all deliveries by the seller shall be subject to the delivery term EXW seller's warehouse, seller's premises, or in the case of direct shipments, EXW manufacturer's warehouse (according to INCOTERMS 2020). The place according to the previous sentence shall be deemed to be the place of delivery of goods.

5.2. The delivery times indicated by the seller in a price quotation are estimates only, valid in case of timely delivery of materials and supplies to the seller. The seller shall not be liable for late, partial or early deliveries and the buyer shall accept delivery and make payments for the goods delivered in such a manner. Delay in delivery of an order or any part thereof shall not entitle the buyer to cancel other deliveries.

5.3. The delivery time shall be extended reasonably if it has not been complied with as a result of force majeure, strike, unforeseen obstacles, allocation, impossibility of taking the goods from generally available sources, delivery difficulties of a subcontractor or as a result of other circumstances not caused by the seller, as well as if such circumstances affect his subcontractors.

5.4. A framework order stands for a purchase contract under which the ordered goods are delivered in parts or in stages. A framework order shall not exceed a period of twelve (12) months. Framework orders can only be made after fixed delivery dates – considered as binding – have been set. In the event of non-compliance by the buyer, the seller shall be entitled to change the agreed purchase price. The seller reserves the right to ship the goods according to the contractually agreed terms without prior notice.

6. TRANSPORT, TRANSFER OF RISK

6.1. If the buyer requests delivery of the goods to a place other than the place specified in article 5.1., he shall bear the risks, costs of shipping and transportation of the goods, starting with the dispatch of the goods from the seller's warehouse or the manufacturer's warehouse. Insurance throughout transport shall be provided only at the request and expenses of the buyer, who shall indicate in his request the risks to be covered.

6.2. If the shipment is delayed through no fault of the seller or the buyer fails to take over the goods in time, the goods shall be stored at the buyer's expense and risk.

6.3. The seller shall not be liable for damages resulting from non-acceptance or late acceptance of the goods, unless these are caused by the seller.

6.4. Upon receipt of the goods, the buyer is obliged to check the integrity of the packaging and the completeness of the delivery, in particular the number of transport packages (parcels/consignments). In the event of any apparent defects discovered in connection with the transport of the goods, e.g. if the transport packaging equipped with an original seal is damaged or in case of any other disturbance of the packaging, indicating unauthorized interference of the shipment is discovered, the buyer is obliged to immediately notify the carrier as well as the seller, no later than within one (1) working day. The buyer is obliged to

note the defects according to the previous sentence on the carrier's/deliverer's transport document upon taking over the shipment (especially when signing the acceptance) and to mark all obvious damage to the shipment and the packaging. In the event of any defects in the transport or packaging referred to herein, the buyer is entitled to refuse the acceptance of goods. If the buyer nevertheless decides to accept the goods, he shall not be entitled – except as a consumer – to any rights arising from the liability for obvious defects in the goods.

7. RETENTION OF TITLE

7.1. The seller reserves the right of ownership of the goods until full payment of the purchase price of the goods as well as all other claims arising from the respective business relationship.

8. LIABILITY FOR DEFECTS, COMPLAINTS

8.1. The seller provides a guarantee for the quality of the goods only in cases and with the guarantee period provided by the manufacturer of the supplied goods. In case of a guarantee, the seller shall be liable for the defects in goods that arise during the guarantee period. Otherwise, the seller is liable for defects of the goods that are already present at the time of delivery.

8.2. In the event that the shelf life of goods is limited by a particular act (e.g. installation), the guarantee period of the goods is limited to that shelf life/act.

8.3. The buyer is obliged to file a defect claim (complaint) resulting from the discrepancy with the purchase contract with regard to the quantity, or number (pieces), type of the delivered goods (invoice), or failure to deliver the relevant documents, to the seller in writing immediately, but no later than within seven (7) calendar days of receipt of the goods, otherwise it is considered that the goods were delivered properly in accordance with the purchase contract and the buyer is not entitled to any rights arising from the liability for defects in the goods. In case of goods supplies prepared by measuring or weighing, the difference between the delivered quantity of components indicated on the delivery note and the actual delivery, not exceeding ± 2% (depending on the type of goods), shall not serve as basis for complaint.

8.4. In the event of a justified complaint, the buyer shall only be entitled to (subject to seller's discretion) the repair of the goods, their free of charge replacement or a refund of the purchase price of goods that have been found defective.

8.5. The rights arising from the liability for defects, including guarantee, does not apply to the buyer in the event, that the goods are mechanically damaged, used in violation of the instructions for use or other instructions or in the event of a defect caused by improper assembly or installation.

8.6. The seller makes no representations or guarantees in relation to the software supplied as part of the goods and accepts no liability in relation to the software. Unless otherwise expressly stated in the relevant software license agreement, the software is provided without any further guarantees.

8.7. The buyer shall only be entitled to return goods purchased from the seller and only together with a Return Material Authorisation number (also referred to as "RMA") obtained from the seller or via the seller's website **www.minyx.cz/RMA**.

8.8. In case of goods subject to a guarantee, the buyer is obliged to inform the seller in writing (complaint) of a specific defect without undue delay after it arises during the guarantee period.

8.9. In the event of a complaint submitted in accordance with these GTCs, the buyer shall return the goods in accordance with the seller's instructions. The buyer shall pay the costs of returning the goods to the seller in advance. The seller shall evaluate the complaint within a reasonable period of time – depending on the nature of the goods – following the return of the goods, but no later than within sixty (60) days. The seller shall settle a justified complaint in the manner specified in article 8.4. of these GTCs and shall bear the costs associated therewith (transport), including the reimbursement of the buyer's costs pursuant to the previous sentence. In the event of an unjustified complaint (i.e. the goods are not affected by a defect at all and/or are affected by a defect for which the seller is not responsible), the seller shall send the goods back to the buyer and/or store them until collected by the buyer, all at the buyer's expenses. The seller shall inform the buyer in writing of the receipt, progress and settlement of a complaint.

9. LIABILITY RESTRICTIONS

9.1. The seller’s liability towards the buyer is limited to the compensation of the damage directly incurred by the buyer, however, up to a maximum amounting to the price of the goods in question. The buyer expressly agrees with this limitation of the seller's liability and waives any rights to compensation above this extent. The described limitation of liability does not apply in the event of death or injury caused by the seller's negligence. The seller shall not be liable for any indirect, special, incidental or consequential damages (e.g. loss of profit or loss of revenue, loss of data, loss of use, rework, repair, production costs, recall costs, damage to reputation or loss of customers). This limitation of liability is without prejudice to the rights of the buyer conferred by the law to the extent that the seller's liability cannot be limited.

10. CIRCUMSTANCES EXCLUDING LIABILITY

10.1. The seller shall not be liable for the non-performance of his contractual obligations under the purchase contract provided this is caused by circumstances beyond his reasonable control (e.g. force majeure events, acts or omissions of the buyer, business interruption, natural or man-made disasters, epidemics, shortages of materials or goods, strikes, criminal acts, delays in delivery or transportation, or inability to procure materials or goods from regular sources).

11. USE OF GOODS

11.1. The buyer is obliged to comply with the manufacturer's specifications of the goods, which may not be used in life support devices, human implants, nuclear devices or other devices or equipment where the failure of the goods could lead to injury to life or damage to property. Should the buyer use or sell the goods for use in said apparatus or devices or fails to comply with the manufacturer's specifications of the goods, the buyer agrees that such use, sale or failure to comply with the specifications is at his sole risk and the seller shall bear no liability in connection therewith.

12. IMPORT / EXPORT

12.1. Certain goods and related technology sold by the seller are subject to export control measures of the United States, the European Union or other countries, other than boycott regulations (also referred to as "export regulations"). Buyer shall comply

with the export regulations and obtain any authorizations or permits required for the transportation, export, re-export or import of the goods and related technology.

12.2. Buyer may not export or re-export the goods and related technology to any country or entity for which such export or re-export is prohibited, including any country or entity subject to sanctions or embargoes imposed by the United States of America, the European Union or other countries.

12.3. The buyer must not use the goods and related technology in connection with chemical, biological or nuclear weapons, missile systems (including ballistic missiles, space launchers or sounding rockets) or unmanned aerial vehicles for such missiles or weapons, or for the development of weapons of mass destruction.

13. ELECTRONIC ORDERS

13.1. These GTCs shall apply to the sale and purchase of goods between the buyer and the seller even if electronic data exchange, the buyer's internal gateway, a third party gateway or other electronic means are used for any part of the purchase and sale of goods (also referred to as “electronic order”).

13.2. Buyer’s acceptance of the seller's request for the confirmation of an electronic order or the acceptance of information regarding an electronic order provided by the seller to the buyer in written, e-mail or other electronic form, shall be binding for the buyer.

14. WITHDRAVAL FROM THE PURCHASE CONTRACT

14.1. In addition to the statutory reasons, the seller is entitled to withdraw from the purchase contract:

a) in the event of buyer’s failure to fulfil his obligation under article 4.4. of these GTCs;

b) in case of a delay with payment of the purchase price or part thereof lasting longer than seven (7) calendar days;

c) in case of an unjustified refusal to accept the goods by the buyer;

d) in the event of the commencement of an insolvency or execution proceedings against the buyer.

14.2. In the event of a withdrawal, the purchase contract shall be cancelled from the outset. The goods must be returned to the seller within seven (7) days of withdrawal from the purchase contract, unless these have not yet been delivered.

14.3. In the event of a withdrawal from a purchase contract, the seller shall return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract in the same manner as the seller received them from the buyer. The seller shall not be obliged to return the funds received, before the buyer returns the goods to the seller. The costs of returning the goods in the event of a withdrawal from the purchase contract shall be borne by the buyer, whereas these may be set off unilaterally by the seller against the already paid purchase price.

14.4. The buyer shall not be entitled to withdraw from a purchase contract for goods that have already been duly delivered and used by the buyer at the same time. The provision of article 14.7. of these GTCs are hereby not impaired.

14.5. Withdrawal from the purchase contract must be carried out in writing, in case of purchase contracts concluded electronically, also electronically. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other contractual party.

14.6. The buyer shall be entitled to withdraw from the purchase contract if the goods are returned undamaged, unused in the original packaging, including all parts and accessories to the seller. In this case, the buyer is obliged to pay the seller a withdrawal fee in the amount corresponding to the costs incurred in securing (acquisition from 3rd parties), the preparation, packaging, shipping of the goods in the actual amount, but not less than 20% of the agreed purchase price. Buyer shall not be entitled to the right of withdrawal under thus article14.6. of the GTCs, if the subject matter of the purchase contract is the supply of NCNR goods.

14.7. The seller is entitled to unilaterally set off his claims arising from the purchase contract against the buyer's claim for a refund of the purchase price (in the event of withdrawal from the purchase contract).

15. PERSONAL DATA PROTECTION

15.1. The personal data protection of natural persons (referred to as the "data subject") is regulated by Regulation (EU) No 2016/679 of the European Parliament and of the Council, 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 (also referred to as the "General Regulation").

15.2. In relation to the data subject on the part of the buyer of the purchase contract (consumer and/or contact natural person of the buyer), the seller acts in the position of a data controller. The contact details of the seller are as follows, e-mail: **obchod@minyx.cz** and telephone: **+420 511 199 111**.

15.3. The seller processes the personal data of the data subject in the form of name and surname, residential address, e-mail and telephone contact, as well as the content of the submitted order.

15.4. The seller processes the provided personal data on the legal basis of the conclusion and performance of a purchase contract, namely for the purpose of proper provision of performance under the concluded purchase contract, for related communication during performance, for the purposes of operating the user account, and also on the basis of a legitimate interest consisting in the maintenance of the seller's client database.

15.5. The seller is entitled to transfer the processed personal data to third parties, including transfers to third countries. The categories of recipients to whom the seller is entitled to hand over personal data are the processors used by the seller to fulfil the purpose defined above (in particular, the carrier who is responsible for the delivery of the ordered goods).

15.6. The seller will process the personal data provided for an indefinite period of time, until the purposes for which the personal data are processed have ceased to exist. The provided personal data is processed in electronic form in an automated manner and in physical form in a manual manner.

15.7. The seller hereby informs the data subjects, whose personal data is processed by the seller pursuant to the above described, that they have the right (i) to information (as to the extent) and access to the personal data processed about them by the seller, (ii) to rectification of personal data, (iii) to erasure of personal data, (iv) to restriction of personal data processing, (v) to

object to the processing of personal data, (vi) to the portability of personal data, (vii) to lodge a complaint about the processing of personal data with the relevant supervisory authority.

16. SPECIAL PROVISIONS ON THE PURCHASE OF GOODS BY THE CONSUMER THROUGH THE E-SHOP

A. *Introductory provisions*

16.1. This part (article 16.) of these GTCs regulates exclusively the rights and obligations of the parties arising in connection with or on the basis of a purchase contract (also referred to as the "purchase contract") concluded between the seller and the consumer via the e-shop.

16.2. The purchase contract and the GTCs are drawn up in Czech or English, whereas the purchase contract may also be concluded in Czech as well as in English.

B. *User account*

16.3. By registering on the e-shop, the consumer may access his user interface (also referred to as the "user account"). The consumer may place orders for goods through his user account. The e-shop also allows ordering of goods without registration, i.e. without creating a consumer user account.

16.4. The consumer is obliged to always provide complete and truthful information when creating a user account, as well as when ordering goods via the e-shop without a user account and to update this information without undue delay following a potential change. The seller assumes that the information provided by the consumer pursuant to this article 16.4. of the GTCs is always complete, correct and true, and therefore it is not for the seller to make any judgement and/or further evaluation thereof.

16.5. The user account is secured against unauthorized access by a username and password, which the consumer is obliged to protect and keep secret in such a way that the user account cannot be misused. The user account is non-transferable, i.e. the consumer is not entitled to allow its use by a 3rd party.

16.6. If the consumer has not used his user account (i.e. has not logged into it) for more than eighteen (18) months and/or if the consumer breaches his obligations under the purchase contract, including these GTCs, the seller is entitled to erease the consumer's user account without previous notice.

16.7. The consumer expressly acknowledges and understands that for operational reasons, e.g. due to the necessary regular maintenance of the hardware and software equipment of the seller or third parties, it is not possible to ensure the uninterrupted availability of the user account.

16.8. The provisions of article 16.B of these GTCs shall also apply in relation to a buyer who is not a consumer.

C. *Purchase contract*

16.9. The e-shop contains information about the goods, including their prices and the costs of potential return in the event that the goods cannot be returned by regular postal means. The prices of the goods in the e-shop include value added tax, customs duty and all related charges. The prices of the goods are valid during the period for which they are displayed in the e-shop. The prices of the goods are not subject to adaptation to the consumer's personality on the basis of automated decision-making. The provisions of article 2.2. to 2.7., art. 10. and art. 11. of these GTCs shall apply mutatis mutandis.

16.10. The e-shop also contains information on the costs associated with the packaging and delivery of goods in the Czech Republic, as well as information regarding the method and time of delivery of the goods. If the seller offers free delivery of the goods to the consumer, this is subject to the payment of a minimum total purchase price of the goods in the amount indicated in the e-shop. If the consumer partially withdraws from a purchase contract as a result of which, the total remaining purchase price of the goods not affected by the withdrawal does not reach the minimum amount pursuant to the previous sentence, the consumer's right to free delivery of the goods ceases automatically.

16.11. In order to place an order for goods, the consumer shall fill in a form on the e-shop, which contains in particular the following information regarding:

a) the ordered goods (the consumer places the goods in the shopping cart of the e-shop by clicking on the "BUY PRODUCT" button);

b) the method of payment of the purchase price of the goods, the details required for the delivery of the goods; and

c) information on any costs associated with the delivery of goods

(also referred to as the "order").

16.12. The consumer has the possibility to check and change the data entered in the order before submitting it, including the possibility to detect and correct errors made when completing the order. By clicking on the "ORDER AND PAY" button the consumer addresses a binding order towards the seller. The information provided in the order are considered correct by the seller. The seller shall confirm receipt of the consumer’s order via e-mail to the consumer's e-mail address registered in the user account or specified in the order (also referred to as the "consumer's e-mail").

16.13. The seller reserves the right to request the consumer for an additional order confirmation (in writing or by telephone) at any time.

16.14. The purchase contract shall be concluded upon delivery of the acceptance of an order (acceptance) by the seller, which he sends electronically to the consumer's e-mail.

16.15. The consumer expressly gives his consent to the use of remote means of communication when concluding a purchase contract and shall bear the costs incurred by using such means (internet connection, telephone call). The costs according to the previous sentence correspond to standard rates. The seller does not conclude contracts with repeated performance. The costs of delivery of the goods varies depending on the chosen method and provider, and the method of payment, in accordance with these GTCs.

16.16. The consumer acknowledges and expressly agrees that updates of content with digital properties are not provided by the seller as part of delivery of the goods, shall these form part of the goods.

D. ***Purchase price of goods and its payment***

16.17. The seller offers the following methods of payment of the price of the goods as well as the costs associated with their delivery:

a) cash on delivery at the place specified by the consumer in the order;

b) cashless through ComGate payment gateway.

16.18. Unless stipulated otherwise, the costs associated with the packaging and delivery of the goods in the agreed amount are payable together with the purchase price. The provision of article 4.4. of these GTCs (advance payment of the purchase price) shall apply mutatis mutandis, also in the event, that the consumer does not make an additional order confirmation pursuant to article 16.13. of these GTCs.

16.19. Any discounts on the purchase price granted by the seller cannot be combined with each other.

16.20. If generally binding legal regulations stipulate, the seller shall issue a tax document (invoice) for the purchase price of the goods under the purchase contract and send this – following the full payment of the purchase price – in electronic form to the consumer's e-mail.

E. ***Delivery of goods***

16.21. The seller offers the following methods of delivery:

a) delivery via carrier – the company **PPL CZ s.r.o.**, ID No.: 251 94 798, with its registered seat at Říčany, K Borovému 99, ZIP: 251 01;

b) personal collection at the seller's premises located at the address: **Hustopeče, U Dálnice 1289/1, ZIP: 693 01**;

c) delivery through the postal and transport services provider – the company **Zásilkovna s.r.o.**, ID No.: 284 08 306, with its registered seat at Prague, Českomoravská 2408/1a, ZIP: 190 00.

16.22. The seller is entitled to require the consumer to pay the costs associated with repeated delivery of the goods, or costs incurred by a different method of delivery than originally specified in the order. The provisions of articles 6.2. and 6.4. of the GTCs shall apply mutatis mutandis.

F. ***Liability for the defects of goods***

16.23. The seller shall be liable that the goods are free from defects upon collection by the consumer, i.e. in particular that (i) they have the agreed characteristics and, in case of absence of an agreement, characteristics described by the seller or the manufacturer or expected by the consumer in view of the nature of the goods and on the basis of the advertising carried out by them, that (ii) they are fit for the purpose, which the seller states for its use or for which goods of the same kind are usually used, that (iii) they are in the appropriate quantity, measure or weight, that (iv) they comply with the requirements of the law, and that (v) they are supplied with the accessories, including packaging, assembly instructions and instructions for use.

16.24. If a defect manifests itself within one (1) year of receipt, the goods shall be deemed to have been defective already upon collection, unless the nature of the goods or the defect precludes this. The time period pursuant to the previous sentence does not run for the period during which the consumer cannot use the goods, provided the complaint regarding the defect is justified. The consumer shall not be entitled to any rights arising from defective performance if he was aware of the defect in the goods before collection or caused the defect himself.

16.25. The rights and obligations of the seller and the consumer arising from the liability for defects in the goods shall be governed by the relevant generally binding legal provisions (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174b of the Civil Code and the Act No. 634/1992 Coll., on Consumer protection, as amended).

16.26. If the goods are defective, the consumer may demand the removal of the defect via the supply of new goods without defects and/or by repair of the defect, unless the chosen method of defect removal is impossible or disproportionately expensive compared to the other method; this shall be assessed in particular with regard to the significance of the defect, the value the goods would have without the defect and whether the defect can be removed by the other method without significant difficulties for the consumer.

16.27. The consumer may claim a reasonable discount on the price of the goods or withdraw from the purchase contract if (i) the seller has refused to remove the defect or has failed to do so in time, (ii) the defect manifests repeatedly, (iii) the defect represents a substantial breach of the purchase contract, or (iv) it is apparent from the seller's statement or from the circumstances that the defect will not be removed within a reasonable time or without substantial difficulty to the consumer.

16.28. The consumer is not entitled to withdraw from the purchase contract if the defect in the goods is insignificant. The burden of proof according to the previous sentence is on the seller.

16.29. If the consumer withdraws from the purchase contract, the seller shall refund the purchase price without undue delay following the return of the goods or after the consumer proves that he has sent the goods back.

16.30. Except in cases where another person is appointed to carry out the repair, the consumer is entitled to complain about the defect in the goods at any of the seller's establishments where the acceptance of a complaint is possible with regard to the range of goods offered, or even at the seller's registered office (also referred to as "complaint"). The same applies to a written complaint. The seller is obliged to provide the consumer with a written confirmation of the date on which the consumer submits a complaint, its content and the manner in which the consumer requests it to be settled, including the contact details of the consumer for the purpose of providing information on the settlement of the complaint.

16.31. The complaint, including the removal of the defect, must be settled without undue delay, not later than thirty (30) days from the date of complaint submission, unless the seller and the consumer agree on a longer period. The expiry of this period in vain shall give rise to the consumer's right under article 16.27. of these GTCs. The seller shall provide the consumer with confirmation of the date and manner of settlement of the complaint, including confirmation regarding the repair and its duration, or a written justification of the rejection of the complaint.

16.32. The consumer may exercise his rights under the liability for defects in goods, i.e. complaints may be submitted in particular in person at the address of the seller's registered office, via telephone at **+420 511 199 104** or by e-mail at **reklamace@minyx.cz**.

16.33. The consumer who has exercised his rights under the liability for defects in goods is also entitled to a compensation for the costs that he has reasonably incurred in this connection. However, if the consumer does not exercise the right according to the previous sentence within one (1) month following the expiry of the period within which the defect must be pointed out, the court shall not grant such right, provided the seller objects to the late exercise of the right to compensation.

16.34. The seller is entitled, but not obliged, to provide a guarantee for the goods in addition to his statutory obligations arising from the liability for defects.

G. ***Withdrawal from the purchase contract***

16.35. In accordance with Section 1829 par. 1 and 2 of the Civil Code, the consumer has the right to withdraw from the purchase contract without giving any reason within fourteen (14) days from the date of (i) receipt of the goods, and in the case of a purchase contract the subject matter of which are/is (ii) several types of goods or (iii) the delivery of several parts, from the date of receipt of the last delivery of goods, or in relation to a purchase contract with (iv) regular repeated delivery of goods, from the date of receipt of the first delivery of goods.

16.36. Withdrawal shall be effective if submitted by the consumer within the time limit pursuant to article 16.35. of the GTCs in the form of a written notice of withdrawal from the purchase contract to the seller's business address or electronically to the e-mail address **shop@minyx.cz**. For the purpose of withdrawal from the purchase contract, the consumer may use the model form included in annex 1 to these GTCs.

16.37. If the consumer withdraws from the purchase contract, he shall send or hand over to the seller the goods received from the seller without undue delay, but no later than within fourteen (14) days after the withdrawal from the purchase contract. At the same time, the consumer shall bear the costs of returning the goods, even if the goods cannot be returned by normal postal means due to their nature.

16.38. In the event of withdrawal from the purchase contract, the seller shall return to the consumer without undue delay, but no later than within fourteen (14) days of withdrawal from the purchase contract, all funds, including delivery costs, received from the consumer under the purchase contract, in the same manner, unless the consumer agrees to a different method of return and with no additional costs for the consumer. If the consumer originally chose a method of delivery other than the cheapest method of delivery offered by the seller, the seller shall reimburse the consumer for the cost of delivery of the goods in an amount corresponding to the cheapest method of delivery available.

16.39. If the consumer withdraws from the purchase contract, the seller is not obliged to return the funds received to the consumer before the consumer hands over the goods to the seller or provides evidence of having sent the goods back to the seller. The consumer shall be liable to the seller for any devaluation of the goods resulting from handling the goods in a manner different from that required by their nature and characteristics. The seller is entitled to unilaterally offset his claim under the previous sentence (depreciation) against the consumer's claim for the refund of the purchase price.

16.40. In cases where the consumer is entitled to do so under the provision of Section 1829 par. 1 of the Civil Code, the seller has the right to withdraw from the purchase contract at any time until the consumer has taken delivery of the goods. In such a case, the seller shall refund the purchase price to the consumer without undue delay, via wire transfer to the account designated by the consumer.

H. ***Other arrangements regarding the purchase contract with a consumer***

16.41. The consumer acquires the ownership right to the goods upon full payment of the purchase price. The consumer also assumes the risk of change of circumstances within the meaning of Section 1765 par. 2 of the Civil Code.

16.42. In relation to the consumer, the seller is not bound by any code of conduct within the meaning of Section 1820 par. 1 let n) of the Civil Code.

16.43. The seller shall handle potential consumer complaints by electronic mail, received via the e-mail address specified in article 16.32. of the GTCs. The seller shall send information about the handling of the complaint to the consumer's e-mail.

16.44. The **Czech Trade Inspection Authority**, ID No.: 000 20 869, with its registered seat at Prague, Štěpánská 567/15, ZIP: 120 00, Internet address: https://adr.coi.cz/cs, is competent for out-of-court settlement of consumer disputes arising from purchase contracts. The online dispute resolution platform located at http://ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the consumer under the purchase contract.

16.45. The consumer may lodge a complaint with the state supervisory or oversight body in the following fields:

a) control of the authorization to sell goods, with the competent trade office;

b) protection of personal data, with the Office for Personal Data Protection;

c) compliance with consumer law under the Civil Code and the Act No. 634/1992 Coll., on Consumer protection, as amended, with the Czech Trade Inspection Authority.

16.46. The purchase contract including the GTCs is archived by the seller in electronic form and is not accessible.

16.47. Contact details of the seller: registered office address **Hustopeče, U Dálnice 1289/1, ZIP: 693 01**, e-mail address **shop@minyx.cz**, telephone **+420 511 199 104**. The seller does not provide any other means of online communication.

17. FINAL PROVISIONS

17.1. The purchase contract, including these GTCs, as well as the legal relations arising thereof, are governed by the generally binding legal regulations of the Czech Republic, in particular the Civil Code. All disputes arising out of and/or in connection with a purchase contract, including disputes arising out of the delivery of goods, shall be decided exclusively by the materially and locally competent courts of the Czech Republic.

17.2. It shall be established that if the purchase contract contains an international (foreign) element, the contractual relationship established by such contract shall be governed by the Czech law. Based on the choice of law pursuant to the previous sentence, the consumer is not deprived of the protection granted by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of article 6 par. 1 of the Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

17.3. If any provision of these GTCs is or becomes invalid or ineffective, the invalid provision shall be replaced by a statutory provision, the meaning of which is as close as possible to the invalid provision. The invalidity or ineffectiveness of a provision shall not affect the validity of the other provisions.

17.4. These GTCs shall come into force and become effective on **November 5th, 2026**. Contractual relations arising before these GTCs come into force shall continue to be governed by the terms and conditions of the seller in force and effect at the time of their formation. The seller is entitled to change or supplement the wording of these GTCs.

17.5. The GTCs are valid and binding from the date of their publication on the seller's website and may be also consulted at the seller's registered seat. The seller reserves the right, at its own discretion, to cancel, change, modify or replace them with new ones, however the terms and conditions in force at the time of the conclusion of the purchase contract shall apply to such (concluded) contracts.

In Hustopeče, on **November 5th, 2026**

Annex no.1 of the GTCs – Model purchase contract withdrawal form

(*fill in this form and send it back only if You want to withdraw from the contract*)

Notification of withdrawal from the contract

Seller: MINYX servis s r.o., ID No.: 036 86 183,
seated at Hustopeče, U Dálnice 1289/1, ZIP: 693 01
tel. +420 511 199 111, e-mail: reklamace@minyx.cz

Delivery address: Hustopeče, U Dálnice 1289/1, ZIP: 693 01

I/We hereby notify(*) that I/We hereby withdraw(*) from the purchase contract for the supply of the following goods(*)/the provision of these services(*):

Date ordered(*)/date delivered(*):

Name and Surname of the consumer/consumers(*):

:

Address of the consumer/consumers(*):

Place and date:

Signature of the consumer/consumers (only if this form is sent in paper form):

(*) (*) Delete where not applicable or add details.