

Business Conditions effective as of od 1/2/2022

Business Conditions Bystroň - Integrate s.r.o.

I. General Provisions

1. These Business Conditions apply to purchase in the following e-shops:

Bystroň at www.bystron.cz

(hereinafter as “**e-shop**”)

2. The e-shop operator and seller is company Bystroň - Integrate s.r.o., with its registered office at Podlesí 506, 757 01 Valašské Meziříčí, the Czech Republic, Identification Number: IČ: 26828944, DIČ: CZ26828944, registered at the Company Register at the Regional Court in Ostrava, Section C, Enclosure 25997(hereinafter as “**Seller**”).

3. These Business Conditions, in compliance with the legal regulations, specify the rights and obligations of the Seller and the Purchaser.

4. The legal relations concerning the Seller and the Purchaser follow the legal code of the Czech Republic. Any provisions not included in this document are pursuant to the Civil Code (Act No. 89/2012 Coll. as amended), and the Consumer Protection Act (Act No. 634/1992 Coll. as amended) in case the Purchaser is a consumer.

5. The Seller communicates with the Purchaser by way of e-mail to inform on all notifications and transactions. Any such notification sent by the Seller to the Purchaser is considered as delivered on the day following the day of the dispatch.

6. The Seller may be notified on the address of the registered office or on the following email address: bystron@bystron.cz

II. Specification of Terms

1. Consumer is any person who, outside the scope of his/her business activities or outside the scope of such person's job performance, concludes a contract with an entrepreneur or deals with him/her.

2. Consumer Contract is a Contract of Purchase between the two contracting parties, represented by the Consumer and the Entrepreneur. The Seller, within the framework of the Consumer Contract, is the Entrepreneur.

3. The rights and obligations of the Seller and the Purchaser follow the legal system of the Czech Republic. The offer of the goods of the e-shop is valid till the stock lasts, unless specified otherwise. Possible queries may be addressed telephonically on +420 571 619 321 on working days from 7:00 till 14:00 or by e-mail: bystron@bystron.cz. The costs related to the use of the communications means (telephone, internet, etc.) shall be on the Purchaser's expense and depend on the remunerations arranged between the Purchaser and the communication provider.

III. Purchase Order and Conclusion of the Contract of Purchase

1. The Purchaser is obligated to acquaint himself/herself with the purchase procedure on the web page of the Seller's "ESHOP – BUSINESS CONDITIONS" prior to the placement of the purchase order. The Purchaser is obligated to acquaint himself/herself with these business conditions and the conditions related to the delivery of the goods and the purchase price. These business conditions are available in the PDF format on the web page of the Seller. The Purchaser may check and/or alter the data of the purchase order prior to its placement.

2. The purchase order may be placed, and the Contract of Purchase may be concluded in Czech. The purchase order may further be placed electronically or telephonically on +420 571 619 321 on the working days from 7:00 to 14:00. The costs related to the use of the communications means (telephone, internet, etc.) shall be on the Purchaser's expense and comply with standard tariffs of the telecommunication operator of the Purchaser.

3. By placing the offer for goods with the "**Goods In Stock**" clause on the web page, it is understood as a proposition made by the Seller for conclusion of the Contract of Purchase. **The Contract of Purchase is considered as concluded upon the acceptance of the Purchase Order from the Purchaser by the Seller.** At that instance mutual rights and obligations arise between the Purchaser and the Seller in compliance with the Contract of Purchase and the Business Conditions therein. Placement of the offer for goods with the "**Goods to order**" clause on the web page indicates a non-binding offer for the goods that is yet to be manufactured or adjusted for the purposes of the Purchaser. In such a case the offer shall be customized and sent via e-mail to the Purchaser and only then it may be considered a proposition made by the Seller towards the Purchaser to conclude the Contract of Purchase. **The Contract of Purchase is considered as concluded upon a confirmation e-mail of such customized offer sent by the Purchaser to the Seller.** At that instance mutual rights and obligations arise between the Purchaser and the Seller in compliance with the Contract of Purchase and the Business Conditions therein.

The Seller shall confirm to the Purchaser the conclusion of the Contract of Purchase (Purchase Order acceptance) via an e-mail to the e-mail address stated by the Purchaser in the Purchase Order.

Based on the concluded Contract of Purchase it is an obligation of the Seller to hand in the subject matter (goods) of the contract to the Purchaser. It is an obligation of the Purchaser to take such goods over from the Seller and settle the agreed purchase price and the handling price in compliance with the shipment method selected by the Purchaser.

4. The Purchase Order, or confirmation of the customized offer by the Purchaser are considered as binding and the Purchaser thus accepts the provisions of the Business Conditions including the obligation to settle the price for the goods and the shipment price on the day of placing the Purchase Order or confirmation of the customized offer.

5. The Contract of Purchase shall be archived for the purposes of its execution and fulfilment and shall not be accessible to third parties. The Seller grants the Purchaser access to the Contract.

IV. Pricing and payment methods

1. The Seller reserves the right to alter the prices of the goods and the shipping prices stated on the web pages. Such alterations do not apply to the already concluded contracts.

2. The Purchaser may select one of the following payment methods:

a) Payment in cash upon takeover of the goods

In case the goods is to be collected in person at the shop, the Purchaser may settle the price in cash or with a payment card. For further information go to <https://www.bystron.cz/kontakt/>.

b) Cash on delivery

The Purchaser settles the price to the freight forwarder upon delivery.

c) Bank transfer payment prior the shipment of the goods to the Purchaser or prior to personal takeover of the goods at the shop.

d) Payment gateway - Visa, Visa Electron, MasterCard, MasterCard Electronic and Maestro.

e) Advance payment for "Goods to Order". The Purchaser is obligated to settle the Advance Payment to the Seller prior to the shipment of such goods in the value stated in the customized offer provided by the Seller.

In case of a bank transfer payment, all payment data shall be displayed upon the completion of the order. Payment data is also included in the e-mail confirmation of the order.

Preparation of the goods for dispatch begins once the Seller's account has been credited with the agreed sum.

3. Tax document – the Seller sends the invoice to the Purchaser via e-mail on the day of dispatch or as part of the delivered goods.

V. Dispatch of the goods to the Purchaser

1. **The goods with the "Goods In Stock" clause shall be dispatched by the Seller in compliance with the applicable conditions and the selected payment method within agreed term from the day of delivery of the Purchase Order and with respect to the stock accessibility.** The information on the accessibility of the goods on stock is available on the internet pages of the Seller. The "In stock" goods shall be dispatched on the following working day. The goods "In supplier's stock" is usually dispatched within 2 to 5 working days. In case it is not possible to dispatch the goods in compliance with the above stated terms, the Seller shall inform the Purchaser telephonically or via e-mail. The delivery term of the goods with the **"Goods To Order"** clause is to be stated upon individual assessment with respect to the suppliers' delivery terms. The approximate term is always stated in the customized offer. The **"Goods To Order"** is placed for manufacture upon the confirmation of the customized offer by the Purchaser. The Seller does not guarantee the delivery of the goods that is not in stock due to being long term sold out, about which is the Seller obligated to inform the Purchaser via a phone call or e-mail.

2. The Purchaser selects the delivery method in the Purchase Order. Individual options also include the shipment prices.

3. **Personal take over** at the Seller's shop is always free of charge. As soon as the goods is ready for collection, the Purchaser receives an e-mail or a telephonic notification about the readiness of such goods for takeover. The Purchaser is then obligated to collect the goods within a week's time from the notification date.

4. Delivery made by the forwarding company PPL: **Parcel delivery service PPL** and/or **DPD CZ s.r.o. (formerly Geis Parcel CZ s.r.o.)** provide delivery services within a day upon receipt of the parcel from the dispatch office. In case the first attempt of delivery is not successful, the forwarding company leaves a notification at the delivery place and makes another attempt for delivery on the following day or as agreed with the addressee. Each parcel has its identification number and is easy to track on the web pages of the forwarding company. The choice of a forwarding company is solely individual and depends on the size and weight of the parcel and the transport route length.

PPL: Maximum weight 31,5kg, maximum length 120cm, maximum dimensions 120x60x60cm, maximum length and circumference combined. 360cm.

DPD: Maximum weight 31,5kg, , maximum l 175cm, maximum circumference 300cm.

5. The goods delivered on pallets are forwarded via companies **Schenker** and **Toptrans**. The pricing is individual and depends on the size and weight of the parcel and the transport route length.

7. The Purchaser may learn about the forwarding details on the web pages of the corresponding company.

<https://www.ppl.cz/>, <https://www.dpd.com/cz/cs/>, <https://www.dbschenker.com/cz-cs/>, <https://www.toptrans.cz/>

VI. Goods takeover by the Purchaser

1. The Purchaser is obligated to collect the ordered goods. Before the takeover from the forwarder, the Purchaser shall inspect the goods for its intactness and completeness. In case the packaging is damaged, the Purchaser may refuse the takeover and fills in a report with the forwarder about the damage.

2. Should, in case of delivery by the PPL company, the goods show signs of apparent mechanical damage, the Purchaser contacts the PPL company on the customer line. tel. 840 775 775 and follows the directions of the operator to make a complaint.

3. Should, in case of delivery by the DPD CZ company, the goods show signs of apparent mechanical damage, the Purchaser files a report about the damage not later than within 7 days from the delivery term. The procedure of the claim is described in detail on the DPD CZ web site ([HERE](#)).

4. In case of delivery by companies Schenker and/or Toptrans (goods on pallets):

- **Check the parcel at takeover** – any visible and apparent damage is to be filed to the forwarding documentation. It is then possible to take such goods over without the concern of possible filing a claim.
- **In case of damage to the machinery/goods** it is recommended to file a proof of loss with the driver or to refuse the takeover of the delivered goods.

5. In case the Purchaser does not take the goods over or in case the Purchaser does not collect the goods from the forwarder resulting in the return of the goods back to the Seller, the goods shall be dispatched to the Purchaser repeatedly. In such a case the Purchaser shall be charged with double the forwarding price. The Seller shall notify the Purchaser via e-mail. In case that, upon such notification, the Purchaser does not settle the price for the goods, the agreed forwarding price and the price for repeated forwarding within 7 days from the e-mail notification sent by the Seller, the Seller is entitled to withdraw from the contract due to the default in taking delivery and settlement of the purchase price and the price for forwarding.

6. The provisions of previous Article do not apply in case of damage to the packaging in compliance with Article 1 of the Business Conditions.

VII. Liability of the Seller for the defects of the goods

1. The Seller's liability for defects of goods follow the regulations and provisions of the Civil Code and/or the provisions concerning sales of goods.

2. The Purchaser is entitled to exercise his/her right to claim possible defects of the goods within the twenty-four months period from the date of the takeover of the goods.

3. Provisions concerning the guarantee and the quality apply in case the packaging of the goods or the enclosed Instructions for Use state a period for which such goods may be used. For a purchasing entrepreneur the guarantee period is limited to two years from the date of the goods takeover.

4. The guarantee period begins by the takeover of the goods by the Purchaser. In case of replacement of the goods the guarantee period starts again by the day of the takeover.

5. Any notification on the defects of the goods must be made in writing and enclosed with the claimed goods. The Purchaser is then obligated to hand the goods over to the Seller. The goods must be complete, clean and with complete documentation. Should the Purchaser fail to do so, the Seller has the right to refuse to accept the claim.

It is necessary to state all detected defects, i.e., the type of defects, their appearance and the way they are demonstrated and the suggested method of settlement of the claim (Purchaser's preferred method). The claim must be complemented with all the necessary documentation issued by the Seller to the Purchaser. The claim may be performed in person at the registered office of the Seller or via postal service. The Purchaser is not entitled to alter the exercised claims unless it has been agreed otherwise. The confirmation document about the date, the nature and the subject of the claim is to be send via e-mail to the Purchaser or handed over to the Purchaser personally.

6. The Seller or a person appointed by the Seller shall decide about the claim without any due delay or within three working days. This period does not include the period that is reasonable and necessary due to the nature of the product for an expert assessment of the defect. The whole claim procedure must be handled without due delay within a 30-day period from the day of filing the claim. Any undue delay of the aforementioned period may be considered a breach of contract.

7. In case the quantity or the type of goods as stated on the invoice varies from the actually supplied goods, the Purchaser is obligated to inform the Seller in writing about such discrepancies within three working days. Non-fulfilment of such period shall be considered as acceptance of the goods by the Purchaser and a reason for the claim dismissal. In case the claim is accepted as legitimate, the Purchaser is entitled to require delivery of the missing goods or replacement of goods with the goods as originally ordered by the Purchaser.

8. The Seller is liable for the defects of the goods at the time of the takeover and/or defects arising with the guarantee period.

9. The Purchaser is entitled to exercise his right for removal of the defects as follows

a) the right for free of charge, due and timely removal of the defect, and in case it is not unreasonable the right for replacement of the defective goods. If the defect concerns only a specific part of the machinery the Purchaser may only require replacement of such defective part.

b) if such a procedure is not possible the Purchaser has the right to withdraw from the contract.

c) the Purchaser is entitled for a reasonable price deduction in compliance with Article 11 of this Section

10. The right for delivery of a new product or replacement of a part of the product may also be exercised in case of a removable defect, provided that the Purchaser is not able to make use of the product due to repeat occurrence of the defect after repair or for the reason of more concurrent defects. In such a case the Purchaser is entitled to withdraw from the contract.

11. In case the Purchaser does not withdraw from the contract or does not exercise the right for delivery of a new, flawless product, he or she is entitled to require a reasonable price reduction. The Purchaser is entitled for a reasonable price reduction in case the Seller is not able to deliver a new product without defects, replace its part, provide a repair, or in case the seller is not able to rectify the situation within a reasonable period or in case it would present a difficulty to rectify such situation.

12. The liability rights for defects of goods and products cease to exist in case they have not been exercised in time or within the guarantee period.

13. The seller is not liable, and the guarantee does not apply to the following in particular:

a) defects caused by improper handling or manipulation or by mechanical damage;

b) damage caused by common tear and wear, or by absence of maintenance, or by excessive use, or or by use of the product for unsuited or improper purpose or in improper conditions;

c) damage caused by fire, water, static electricity or force majeure;

d) damage caused by unqualified installation, modification, or use in an improper way, or use of the equipment that is in discrepancy with the Operating Instructions manual, or the safety measures applicable in the Czech Republic;

e) gifts that are provided free of charge.

14. The Seller does not take any liability for damages resulting from operating the product, functional characteristics and damages resulting from unauthorized use of such products as well as the damages resulting from external events and faulty manipulation.

15. The liability right for defects of goods and products further cease to exist in case when the Purchaser new prior to the takeover of the product that such a product was defective or in case the Purchaser caused the defect himself or herself.

VIII. Withdrawal from the contract by the Seller

1. The Seller reserves the right to withdraw from the Contract of Purchase in compliance with the legal regulations and the conditions stipulated in these business conditions. The seller is further entitled to withdraw from the contract in the following cases:

- a) the goods and products are no longer manufactured or supplied;
- b) the price on the side of the Seller's suppliers increased;
- c) the purchaser, previously, repeatedly did not take over the ordered goods without giving the reasons;
- d) the Seller, by mistake, stated on his web pages or in the confirmation of the purchase order a price which is in clear disproportion with the usual price or the value of the goods.

2. In case the Seller withdraws from the contract because of an undue delay of the Purchaser, the Seller has the right, without any further limitations to his other rights, for settlement of a lump sum related to the proceedings of the purchase order packaging, handover to the forwarder as well as the takeover, unpacking and storage of the returned goods. The lump sum value is CZK 1.500,- in case of the goods delivered on pallets and CZK 300,- in other cases including the delay of takeover of the goods at the Seller's shop and other shipping costs. The amounts stated above are due within ten days upon receiving the e-mail notification.

3. In case the Seller withdraws from the contract and the Purchaser has already paid the purchase price or a part of it, the Seller returns the purchase price to the purchaser within 14 days from the withdrawal from the contract upon the return of the goods and after inclusion of legitimate receivables towards the Purchaser.

IX. The conditions and the proceedings related to the right of the consumer to withdraw from the contract within 14 days from the day of receiving the goods without giving reasons.

1. If the contract of purchase has been concluded with the use of communication means, the consumer, in compliance with Art. 1829 of the Civil Code, is entitled to withdraw from the contract within 14 days from the day of the reception of the goods without giving reasons. In case of a contract of purchase the subject matter of which are several different types of goods or delivery or several parts, the withdrawal period begins on the day of reception of the last part of the delivery.

2. The withdrawal from contract must be explicit and must be delivered to the registered office of the seller or to the e-mail address of the seller in compliance with Art. I – section 2 of these Business Conditions. In the withdrawal the consumer is to state the following:

- a) to whom the withdrawal is addressed (name and registered office of the seller)
- b) explicit notification of withdrawal from the contract
- c) the date and the purchase order number
- d) the goods that is being referred to
- e) the date of the goods takeover
- f) the bank account number for returning of the financial means the seller accepted from the purchaser
- g) the name, surname, and full address of the consumer
- h) the date and signature of the consumer.

3. The consumer may also use the withdrawal from the contract sample form available on the web pages of the seller.

4. In case the consumer withdraws from the contract, he/she shall send or hand over to the seller without any undue delay, or within 14 days from the withdrawal from the contract all the goods that he/she received from the seller.

5. Upon the consumer's withdrawal from the contract, the seller shall, without any undue delay but no later than 14 days from the withdrawal from the contract, return all financial means, including the price for shipping which the seller has accepted from the consumer based on the contract. The consumer agrees that the financial means are returned to the consumer's bank account by way of a bank transfer. The financial means may also be returned to the consumer in cash at the registered office of the seller in case the consumer requires that.

6. In case the consumer chooses other than the cheapest way of delivery of goods offered by the seller, the seller shall return to the consumer the cost for delivery of the goods corresponding to the cheapest offered method of delivery of the goods. Personal collection of the goods at the shop of the seller which is free of charge is not considered to be the cheapest method of delivery of goods.

7. In case of a withdrawal from the contract of purchase the consumer bears the expenses connected with returning the goods to the seller.

8. In case the consumer withdraws from the contract of purchase, the seller is not obligated to return the accepted financial means to the consumer before the consumer hands over the goods or proves dispatching the goods to the seller.

9. The consumer is obligated to return the goods to the registered address of the seller. **The goods may not be sent to the seller by way of cash on delivery. The cash on delivery goods shall not be taken over by the seller. It is also recommended to the consumer to provide the goods with insurance.**

10. The claim to withdraw from the Contract of Purchase by the consumer does not apply in case the contract was concluded in the shop of the seller or in case of agreed delivery of an atypical piece of equipment or goods designated as "Goods to Order". By an atypical piece of equipment or goods marked as goods to order it is understood the goods and products with special modifications made to fit the specific requirements of the purchaser that is, therefore, not suitable for further sale. For that purpose, Art. 1837, letter. d) of the Civil Code shall apply.

11. In case of withdrawal from the contract, the consumer is responsible to meet the seller's right for depreciation of the value of the goods which has occurred as a result. of a way of handling with such goods. In such cases refer to Art. 5 of this document.

X. Conditions and procedures to examine the right of the purchaser to withdraw from the contract

1. The purchaser is entitled to withdraw from the contract in cases stipulated by these business conditions and, further by the conditions stipulated by the legal regulations. In such a case the purchaser shall contact the seller in writing and state that he or she is withdrawing from the contract giving the reason of withdrawal, the purchase order number, the date of purchase, and the bank account number to which the refund money is to be transferred. The money may also be refunded in cash at the registered office of the company. The withdrawal from the contract must be explicit and must be delivered to the address of the registered office of the seller or to the seller's email address in compliance with Art. I, section 6 of these Business Conditions. The purchaser bears the costs connected with the return of the goods. The purchaser is obligated to return the goods to the registered office of the seller on the day of the withdrawal from the contract at the latest. The seller is obligated to return to the customer the paid price after returning the goods within 30 days from withdrawal from the contract to the bank account given by the purchaser. **The goods may not be sent to the seller by way of cash on delivery. The cash on delivery goods shall not be taken over by the seller. In case the goods is worn down or damaged the purchaser is obligated to provide an appropriate compensation.**

XI. Extrajudicial solution of consumer disputes, concluding provisions

1. Extrajudicial solution of consumer disputes comes under the competence of the Czech trade inspection with the registered office on Štěpánská 567/15, 120 00 Praha 2, internet address <http://www.coi.cz>, IS DS: x7cab34.

2. Extra judicial solution of consumer disputes between the seller and the consumer with the permanent address in the European Union may be solved online through an online application developed by the EU platform <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=CS>. The seller may be contacted on his email address: vilem.bystron@bystron.cz

3. In case the Contract of Purchase based relationship includes an international element, the parties have agreed, that such a relationship is under the rule of the Czech law and Czech legal regulations. That does not limit the rights of the consumer following generally binding legal regulations.

4. In case any of the provisions of the Business Conditions become void or ineffective, they shall be replaced by provisions closest in their interpretation to the provisions.

Invalidity or inefficiency of one provision does not affect the validity of the remaining provisions. Any modifications and/or amendments to the Contract of Purchase or the Business Conditions may only be executed in writing.

5. The solution of any possible disputes between the contracting parties come under the Czech Republic court of justice.

XII. Information on personal data processing

1. The data given by the purchaser in relation to the purchase come under the decree of the European Parliament and the European Council No. (EU) 2016/679 from April 27, 2016, general regulations for personal data protection No. 101/2000 Coll., about personal data protection as amended. The seller is the administrator and processor of personal data. Internet pages of the seller include valid identification data and an updated list of contacts of customers. The data is protected against the misuse by third parties.

2. Provision of personal data is voluntary, yet necessary for execution of the Contract of Purchase. Provision of personal data is a precondition for Contract of Purchase conclusion and execution. Non-provision of personal data would hinder due execution of legal and contractual duties of the seller.

3. Giving consent to personal data processing from the side of the purchaser does not constitute a condition for the Contract of Purchase conclusion.

4. The seller shall process the personal data both manually and automatically. The personal data shall be accessible or provided to authorized employees and persons for execution of delivery and/or payment transactions. The data shall further be accessible to authorised persons to provide accounting, software or other services related to operating the e-shop, based on the contractual relationship in the scope necessary for due provision of services.

5. The data shall be stored and processed by the seller as long as it shall be necessary for execution of the concluded contract or for purposes related to other legal reasons, following legal regulations. In case the purchaser gives consent to processing of the personal data, such data shall be managed and processed for the agreed period of time or until such consent is recalled.

XIII. Cookie files

Certain pieces of information gathered from the visitors of the web pages are analysed in order to improve and develop the services offered on the pages. The person of the user is not, based on such information, identifiable, not even with the use of further information at our possession. Such information may, for instance, include an IP address of a connected computer and the visited page. For that type of information, the cookie files are used.

A cookie file is a small file that saves the web pages on a hard disc of the user. That file identifies specific information based on previous visits of the web pages.

Cookie files are used to identify repeated visits of our web pages to facilitate the movement on the web. The cookie file saves the preferred local and language settings of the user.

The information from the cookie file is gathered to allow us better to follow the numbers of repetitive and new visitors and for the purpose of an internal analysis of attendance of our pages

Many browsers accept the cookie files automatically as the default setting, but it is usually possible to disable them. In case our visitors and customers do not wish the cookie files to be used, it is possible to disable them in the settings. It may happen, however, that by completely disabling the cookie files, some parts of the web pages may not be accessible or may be displayed incorrectly.

In Valašské Meziříčí on 1/2/2022