

COMMERCIAL TERMS

I. Introductory provisions

These Commercial Terms apply for purchases from the online store **www.arles.cz**, operated by the company **ARLES s.r.o. (for more details see Seller/Supplier in part II.)**.

The Commercial Terms are part of the purchase agreement entered into and govern the relationships between ARLES s.r.o., as the Seller, on one side, and the Buyer, on the other side. All of the contractual relationships have been entered into in accordance with the laws of the Czech Republic. For a contracting party who is a consumer, the relationships established by these Commercial Terms are governed by Act No. 40/1964 Coll., the Civil Code, and Act No. 634/1992 Coll., on consumer protection. If a contracting party is not a consumer, the relationships not governed by these Commercial Terms are governed by Act No. 513/1991 Coll., the Commercial Code, as amended.

The Complaint Rules are an inseparable part of these Commercial Terms

II. Definition of Terms

E-shop

An electronic shop or other order system operated on the internet by a business that is in the position of a supplier who offers goods or services to consumers.

Consumer contract

Consumer contracts are purchase contracts, contracts for work or other contracts, if the contracting parties are a consumer and a supplier.

Consumer contract entered into via the internet

A contract for arrangement of which a remote communication means was used (the internet) which makes it possible to enter into an agreement without the physical presence of the contracting parties. During the use of the internet, the contents of the request must be information necessary for entering into a contract that includes the details required by law. This information must be provided in a clear and comprehensible manner with consideration for the principles of good faith and protection of the more vulnerable contracting party or consumers, especially minors.

Commercial Terms (CT)

The text more clearly defining and clarifying the rights and obligations of the Supplier and consumers in their contractual relationship, to which the offering party sufficiently and visibly links on the website of the e-shop before the contract is entered into and with which the consumer has the opportunity become familiar sufficiently in advance before entering into the contract and which becomes an inseparable part of the contract and becomes binding.

Seller/Supplier:

A person or entity who upon entering into and fulfilling a contract acts within his commercial or other business activities.

1. Basic Data:

ARLES s.r.o.

Holešovská 429

76316 Fryšták

tel.: (+420)577113630

fax: (+420)577019511

Business ID

No.: 25544276

CZ2554427

Tax ID No.: 6

Registration: ARLES s.r.o. is registered in the Commercial Register at the Regional Court in Brno, Section C, File 32123.

2. Operating hours:

Mon-Fri 7:00 a.m. to 6:00 p.m.

receipt of orders for shipping with delivery within the Czech Republic usually by the next business day:

by 5:00 p.m.

Buyer

The E-shop's customer is the Buyer. Due to the valid legislative definition, there is a difference between a Buyer who is a consumer and one who is not. In these Commercial Terms the word "Buyer" is used without further consideration of whether or not the Buyer is a consumer.

1. Consumer

A Consumer is an individual who when entering into and fulfilling a contract does not act as part of his commercial or other business activities or separate performance of a profession. **A consumer** when entering into business relationships shall provide the Seller only with his contact information necessary for problem-free handling of the order and/or information that the consumer wants to be specified on purchase documents.

2. A Buyer who is not a consumer

This category automatically includes every Buyer who does not fulfil the definition specified above and who also does not do business in the sector of office technology.

Such person or entity when entering into business relationships shall provide the Seller with his contact information necessary for problem-free handling of the order.

3. Dealer

This category automatically includes each business person or entity doing business based on a valid Business ID No. and doing business in the sector of office technology. The Buyer is included in this category after the Seller has verified the Buyer's authorisation to use in particular the price advantages for this category (particularly doing business in the sector of office technology and services proven by relevant documentation and a guarantee of regular purchases and/or the existence of a brick and mortar or online shop). Upon starting business relationships, the Dealer shall provide information to the Seller about the Dealer's authorisation to do business and about the Dealer's legal subjectivity (and is required to notify the Seller of any changes to such information until the business relationships end):

a copy of a trade licence (submitted only by persons/entities doing business under a trade licence)

a copy of a statement from the Commercial Register (submitted only by limited liability companies and joint-stock companies)

a copy of proof of registration for VAT

Based on a written agreement this group can also include persons or entities not doing business in the office technology sector.

I. Personal data protection

1. The Seller pledges to respect and protect the personal data provided by the Buyer in accordance with the personal data protection act, as amended (Act No. 101/2002 Coll.).

The Seller hereby declares that all personal data is confidential and shall be used only for the internal needs of the e-shop www.arles.cz and will neither be made public nor provided to any third parties (except external transporters to whom customers' personal data is provided in the minimum extent necessary for delivery of goods) nor misused in any way.

The Buyer by entering into the contract agrees with the processing and collection of his personal data in the Seller's database following the successful fulfilment of the contract until such time that the Buyer revokes such consent in writing (e-mail is sufficient). The Buyer has the right to access his personal data, the right to correct them and other rights related to such personal data as stipulated by law.

2. The provided personal data shall be used particularly for these purposes: to successfully handle orders from the Buyer, complaints, etc.

to inform the Buyer about information directly related to his orders, complaints, etc.
to provide information to the Buyer about the goods, prices, etc.

3. The Seller reserves the right to use all publicly available resources to verify the truthfulness and current status of provided personal data.

4. The Seller reserves the right to refuse to process registration if the Seller discovers that the provided data:

is untruthful

was provided by a person or entity to whom the data does not belong

was provided with an intention that is at variance with the valid laws of the Czech Republic.

5. The personal data provided by the Buyer shall be processed and stored safely in the Seller's information system and securely protected against misuse by any third parties.

6. The Buyer has the right at any time to request a change to such personal data and in accordance with the Commercial Terms may request cancellation of registration in writing.

In writing at the address: ARLES s.r.o. Holešovská 429, 763 16 Fryšták

or by e-mail at shop.arles.cz

7. Individual contracts following their arrangement shall be archived by the operator in electronic form and available only to the operator of the shop.

III. Order

1. Orders can be made in the following ways:

via the e-shop at www.arles.cz or <http://shop.arles.cz>

by e-mail at the address eshop@arles.cz or another e-mail address of any of any of the sales representatives

in

person

by fax

by telephone (a call with a sales representative, which is charged based on the regular rates of the Buyer's telephone company)

The costs incurred by the Buyer when using remote communication means in relation to entering into the Purchase Contract (costs of internet connection or telephone calls) shall be paid by the Buyer.

2. By sending the order, the Buyer confirms that he has become provably familiar with and agrees with these Commercial Terms and with the Complaint Rules, in their wording as valid and effective at the moment when the electronic order is sent. The Buyer shall be bound by these Commercial Terms as of the moment when he enters into the Purchase Contract.

The order is a proposed version of the Purchase Contract. The Purchase Contract shall be established at the moment when Seller confirms the order by e-mail, by phone or by fax, not by an automatic response regarding receipt of the order. The Commercial Terms and the Complaint Rules in their current wording are available for downloading on the e-shop's website www.arles.cz.

The created contract (including the agreed price) can be changed or cancelled only on the basis of an agreement by the parties or for legal reasons.

The parties shall enter into the contract in the Czech language, unless circumstances on the Seller's or Buyer's side exclude such possibility; the contract may also be entered into in another language that the parties understand, but it shall continue to be governed by Czech law.

The Buyer's orders, with the exception of telephone orders, shall be archived by the Seller for the purpose of their successful fulfilment and shall not be made available to third parties. Information about individual technical steps leading to entering into the contract is apparent from the process of ordering in our e-shop, and the Buyer shall have the right before sending the order to check and correct it.

3. The Seller reserves the right to refuse to accept orders via ICQ, Skype or another unspecified IM communication tool.

4. An order realised in any of the manners specified in point 1 shall be binding and may be cancelled only under the following conditions:

Dealer who is not a consumer:

In the case of goods ordered from a supplier specially for a Dealer or Buyer who is not a consumer, the penalty for the order can reach up to 100% of the price of the goods plus shipping. The Seller shall always impose such penalties if the order being cancelled is for goods that were specially

ordered for the Buyer based on a binding order. The Seller is required when accepting such order to notify the Buyer in writing about such goods.

A penalty invoice will also be issued if the Buyer refuses to take over the ordered goods and as a result the order is cancelled automatically.

IV. Prices and price categories

1. All prices are contractual. The Seller shall perform inclusion in the price category based on part II of the point "Buyers" in these Commercial Terms.

2. The range of goods for sale and prices of such goods remain valid for the period during which they are displayed on the shop's web interface. Special prices are valid while supplies last with specification of the number of discounted goods or for a specified period of time.

3. The prices on the order shall become binding for the Dealer and/or the Buyer who is not a consumer upon the confirmation of the order by the Seller and the establishment of the purchase contract. The prices are specified excluding VAT. In the recapping summary of the order, the price is always specified including VAT.

The new price list shall become valid and effective when it is published on the Seller's website. In the case of goods that are not in stock on the date when the order is delivered the Seller shall bill the price valid on the date of shipping of the goods to the Dealer and/or Buyer who is not a consumer. If the valid price is identical or lower than on the offer, it shall not be confirmed to the Dealer and/or Buyer who is not a consumer, the goods will be delivered for the valid price at the time of receipt of goods, and the potential difference will be refunded to the account of the Dealer/Buyer. If the price exceeds the price specified on the order, the Seller shall notify the Dealer or Buyer who is not a Consumer about it immediately, and the Buyer/Dealer may accept the new price or reject the delivery without penalisation.

In the event of a telephone order, the Dealer and Buyer who is not a consumer will always be informed of the valid price for the particular order.

4. The prices on the order for consumers are valid already at the moment when the order is sent via the e-shop www.arles.cz.

The prices are specified excluding VAT. In the recapping summary of the order, the price is always specified including VAT.

V. Payment terms

1. The payment may be made in the following ways:

In cash, upon personal acceptance

For cash on delivery, if the goods are delivered (payment in cash or by card)

Payment in advance by bank transfer to the Seller's account

Payment of an invoice with a due date (only for dealers after fulfilling special conditions)

2. Possible payment methods for goods for customers from abroad:

In cash, upon personal acceptance

Payment in advance by bank transfer; the goods will be delivered to you in person (or sent by a courier service) after the paid amount posts to the Seller's bank account. In this case, please contact your sales representative, who will send you a document with the necessary information for the bank transfer; you must only select a bank account type suitable for you, to which you will pay (we maintain accounts in CZK, EUR and USD).

Payment of an invoice with a due date (only for dealers after fulfilling special conditions)

VI. Delivery terms

1. Personal retrieval

The goods may be picked up either directly by the Buyer or by a person assigned (authorised) to do so by a business operator or statutory body. This person must sufficiently identify himself/herself. If this condition is not fulfilled, the Seller reserves the right not to deliver the goods and relieves the Seller of any liability for delays or damage.

2 Sending via a courier service in the Czech Republic

Goods can be sent to the buyer by the PPL or DPD delivery services or by the Czech Postal Service. The price for shipping and handling is CZK 85 excluding VAT.

The maximum weight of a single package is 31.5 kg. Following consultation with your sales representative, the maximum permitted weight of a single package can be 50 kg. (based on transported goods)

Orders received on a weekday by 5:00 p.m. will usually be delivered on the following weekday. Upon delivery, the Dealer and/or the Buyer who is not a consumer is required to check together with the shipper the condition of the shipment (the number of packages and whether it has been breached or damaged) based on the attached waybill and to refuse to accept incomplete or obviously damaged parcels.

The same approach is recommended to a Buyer who is a consumer.

An incomplete or obviously damaged shipment needs to be reported promptly by telephone to (+420) 577 113 634 or by e-mail (shop.arles.cz)

The Dealer and/or Buyer who is not a consumer is required to draft with the shipper a record of damage and sent it to the Seller by fax or e-mail within 24 hours (expedice@arles.cz). He/she is also required to refrain from further handling the damaged parcel and transported goods and to retain them for proper documenting by an employee of the shipping company. The Seller shall submit a complaint to the shipper.

If the take-over of the parcel by the Dealer or the Buyer who is not a consumer from the shipper is confirmed by a signature on the shipper's documents, no additional complaints regarding incompleteness or apparent damage may be recognised. **The same approach is recommended to a Buyer who is a consumer.**

In situations when the packaging is apparently undamaged, but the transported goods have been damaged (by impact, shaking, etc.), the Dealer and/or the Buyer who is not a consumer must submit a complaint to the shipper no later than within 2 business days from the receipt of the package and immediately contact the Seller by phone at (+420) 577 113 634 or by e-mail at expedice@arles.cz and is also required to refrain from further handling the package and goods and retain them for proper documenting by an employee of the shipper. The Seller shall submit a complaint to the shipper.

The same approach is recommended to a Buyer who is a consumer.

In the event of non-compliance with the approach specified above, the Sellers shall not be liable for potential damage caused to the Dealer and/or Buyer who is not a consumer during the transport of the package.

3. Sending of items to abroad via a shipper

We send items abroad via the DHL / PPL/, DPD courier service.

The maximum weight of a single shipped package is 30.0 kg.

Please verify the delivery price and delivery deadline after confirming the order by contact your sales representative or sending an e-mail to eshop@arles.cz.

Upon delivery, the Buyer is required to check together with the shipper the condition of the shipment (the number of packages and whether a package has been breached or damaged or the goods have been damaged) based on the attached waybill and to refuse to accept incomplete or obviously damaged parcels.

An incomplete or damaged package needs to be reported to the Seller without delay by phone at (+420) 577 113 631 or by e-mail at reklamace@arles.cz, and a record of the damage must be written immediately with the shipper and sent within 24 hours to the Seller by fax or e-mail (reklamace@arles.cz). He/she is also required to refrain from further handling the damaged parcel and transported goods and to retain them for proper documenting by an employee of the shipping company. The Seller shall submit a complaint to the shipper.

If the take-over of the parcel by the Buyer from the shipper is confirmed by a signature on the shipper's documents, no additional complaints regarding incompleteness or apparent damage may be recognised.

In the event of non-compliance with the approach specified above, the Seller shall not be liable for potential damage caused to during the transport of the package.

II. Warranty terms

The warranty terms, conflicts with the purchase contract, the complaint process, issuance of the warranty certificate and exercising of rights related to liability for damage are governed by the Seller's Complaint Rules, which are an inseparable part of these Commercial Terms.

III. Withdrawal from the Purchase Contract

1. Withdrawal from the Purchase Contract by a Buyer who is a consumer:

Section 53 paragraph 7 of the Civil Code

If the contract was entered into using remote communication methods, the consumer shall be entitled to withdraw from the contract without specifying a reason and without any sanctions within 14 days following the receipt of the fulfilment.

Section 53 paragraph 8 of the Civil Code

Except in cases where withdrawal from the contract has been expressly agreed upon, the consumer may not based on paragraph 7 withdraw from contracts

on provision of services, if the fulfilment of the particular contract began with the consumer's consent before the lapse of 14 days from the take-over of the fulfilment,

b) for deliveries of goods or services whose price depends on financial market fluctuations over which the supplier has no influence,

- c) for deliveries of goods modified based on the consumer's wishes as well as goods subject to quick perishing, wear or aging,
- d) on supply of audio and video recordings and computer programs, if the consumer damages their original packaging,
- e) for delivery of newspapers, periodicals and magazines,
- f) for services amounting to a game or lottery.

Section 53 paragraph 10 of the Civil Code

If the consumer exercises the right to withdraw from the contract pursuant to paragraph 7, the supplier shall be entitled only to reimbursement of actually incurred costs related to the return of the goods. The Supplier is also required to return paid financial amounts to the consumer no later than within 30 days following the withdrawal from the contract.

The consumer shall exercise his right to withdraw from the contract by sending his statement of intention to withdraw to the Seller no later than 14 days following the receipt of the items and is not required to send the goods together with the withdrawal notice. If the goods are sent separately from the statement of intention to withdraw from the contract, the consumer shall be required to specify in the package that the goods are being returned in connection with the withdrawal from the purchase contract and to identify the purchase contract sufficiently. The consumer shall deliver the goods to the address ARLES s.r.o., Holešovská 429, 763 16 Fryšták. We recommend returning the goods in the original undamaged package. If the goods contain signs of damage or wear, the Seller may claim from the consumer compensation for the reduction of the value of the returned goods (reimbursement of damage).

The Buyer shall cover the costs related to sending the goods to the Seller. The goods may not be sent for cash on delivery.

2. Withdrawal from the purchase contract by a dealer and/or buyer who is not a consumer:

A dealer or buyer who is not a consumer is entitled to withdraw from the purchase contract in accordance with relevant provisions of the Commercial Code, as amended.

In the event of an erroneous order from a dealer or buyer who is not a consumer and the subsequent replacement of the goods (in their original packaging without breaches), the Seller reserves the right to bill a cancellation fee in the amount of 10% of the price of the returned goods for covering of provably incurred costs.

This shall not affect the Seller's right to decide whether or not to accept the return of the goods. The cancellation fee up to 100% of the price will be applied by the Seller if the case involves an erroneous order for goods that were specially ordered for the buyer based on a purchase contract. The Seller is required when accepting such order to notify the Buyer in writing about such goods.

3. Cancellation of order by Seller, right to change prices:

The Seller reserves the right to cancel any order or any part of it in the following situations:

- a) the goods are no longer produced or supplied
- b) the supplier's price for the goods have changed dramatically (does not apply for consumers, see paragraph IV.)
- c) if there is an apparent mistake in the price of the goods (i.e. a price apparently different from the usual price for this type of goods), if it is not clearly stated in relation to the particular goods that there is an extraordinary discount or special campaign or similar special deal in effect.

In such cases the Buyer will be immediately contacted and further steps will be agreed upon. If the Buyer has already paid the purchase price partially or in full, such amount will be transferred back to the Buyer's account or address as soon as possible.

IV. Final provisions

1. These General Commercial Terms are valid and effective as of 4 March 2015.
2. We would like to inform you that the images specified next to the goods are only for informative purposes. More specific information can be provided to you during an online chat with a sales representative, by telephone or by e-mail.
3. The Seller reserves the right to change these Commercial Terms without prior notification. This provision shall not affect the rights and obligations established during the effectiveness of the previous version of these Commercial Terms.
4. The Buyer confirms by submitting his offer that he agrees fully with all of the points specified above.