

1. General Provisions

- 1.1 Scope. These General Terms and Conditions (hereinafter referred to as the "**GTC**") govern the conclusion of contracts between BONITA and the Customer and the mutual rights and obligations related to the contractual relationships established by the Purchase Contracts concluded between BONITA as the Seller and the Customer as the Buyer or related to the contractual relationships established by the Contracts for Work concluded between BONITA as the Contractor and the Customer as the client. The Customer can act as a business entity, non-business entity or as a consumer. These GTC apply to all Purchase Contracts and Contracts for Work regardless of the method of concluding the Contract.
- 1.2 Definition. To simplify the text of these GTC, abbreviations defined in this document are used, in particular the following abbreviations:
- 1.2.1 "**BONITA**" means Bonita Group Service s.r.o., with its registered office at Drásov, Čedlosy 583, ID No. 277 38 795, registered in the Commercial Register maintained by the Regional Court in Brno, file No. No.: C 55742;
 - 1.2.2 "**Consumer Customer**" means any person who, outside the scope of their business activities or outside the framework of the independent performance of their profession, enters into a contract with BONITA or otherwise deals with it;
 - 1.2.3 „**Non-Business Customer**" means a legal entity which, when concluding and performing the Contract with BONITA, does not act within the scope of its business activities or its independent performance of its profession;
 - 1.2.4 "**Business Customer**" means a legal entity or a natural person who independently performs gainful activity on its own account and responsibility in a trade or similar manner with the intention of doing so systematically for the purpose of making a profit, as well as a person registered in the Commercial Register, as well as a person who has a trade license or other authorization to do business under another law;
 - 1.2.5 "**Customer**" means Consumer Customer, Non-Business Customer and Business Customer;
 - 1.2.6 "**Contract for Work**" means a contract the subject of which is a obligation of BONITA to perform a Work for the Customer and obligation of the Customer to take over the Work and pay BONITA Price of the Work;
 - 1.2.7 "**Purchase Contract**" means the contract the subject of which is BONITA's obligation to deliver Goods to the Customer and Customer's obligation to pay BONITA purchase Price for the Goods;
 - 1.2.8 "**Contract**" means a Purchase Contract and/or a Contract for Work;
 - 1.2.9 "**Goods**" means products from the BONITA product catalogue presented in the online environment of the E-Shop and/or in other promotional or marketing materials and environments of the BONITA company, in particular equipment for playgrounds, outdoor gyms, fitness machines, dog playgrounds and street furniture;
 - 1.2.10 "**Work**" means the subject of performance of BONITA on the basis of the Contract for Work, in particular the delivery and assembly of the Goods agreed and specified between BONITA and the Customer in the individual Contract.
 - 1.2.11 "**Order**" means Customer's proposal to conclude an Contract;

- 1.2.12 „**E-Shop**“ means interface of the online store operated by BONITA, which is available at www.hriste-bonita.cz;
- 1.2.13 "**Other Electronic Means**" means a method of concluding a Contract by written electronic means that are different from concluding the Contract through E-shop;
- 1.2.14 "**Mandatory Consumer Information**" means information for the Consumer Customer pursuant to provisions of Section 1811 par. 2 and Section 1820 par. 1 Civil Code;
- 1.2.15 "**Inquiry**" means Customer's request for provision of these GTC and of Mandatory Consumer Information;
- 1.2.16 "**Price**" means purchase price and/or price of Work;
- 1.2.17 "**Accompanying Documentation**" means any documentation necessary for the assembly, use or maintenance of the Goods or Work delivered to the Customer, in particular assembly instructions and instructions for use. In the case of playgrounds, the accompanying documentation always includes operations book;
- 1.2.18 "**Complaint**" means notification of defects and exercise of rights arising from liability for defects and from the Consumer Warranty to BONITA;
- 1.2.19 "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.3 GTC as part of the Contract. These GTC are an integral part of each Contract concluded between BONITA and the Customer, unless otherwise stipulated in these GTC or unless otherwise agreed in the Contract. Different written Contracts of the parties shall take precedence over the provisions of these GTC.
- 1.4 Binding effect of the GTC on the Consumer Customer. In the event that the Contract is concluded by Consumer Customer, these GTC become part of the Contract only on the basis of explicit consent of the Consumer Customer. When concluding the Contract through the E-shop, the Consumer Customer expresses his/her consent to these GTC by ticking the box designated for this purpose, thereby declaring that these GTC have been provided to him by BONITA and that he/she has familiarized him/herself with these GTC before sending a binding Order and that he/she fully agrees with GTC. When concluding the Contract by Other Electronic Means, the Consumer Customer expresses his/her consent to these GTC by expressly declaring in the Order that these GTC were provided to him by BONITA and that he has become acquainted with these GTC before sending the binding Order and that he agrees with them in their entirety.
- 1.5 Terms and Conditions of the Customer. The terms and conditions of Business Customer do not become content of the Contract, even if BONITA delivers the Goods or performs the Work without reservations. Use of any terms and conditions of the Business Customer is thus excluded.
- 1.6 Subject of performance according to the Purchase Contract. The subject of performance by BONITA under the Purchase Contract is delivery of Goods agreed and specified between BONITA and the Customer in the individual Contract. The main characteristics of the Goods are part of the Mandatory Consumer Information and are also listed on the E-shop website and/or in other

promotional or marketing materials and environments of BONITA for each individual Goods separately.

- 1.7 Subject of performance according to the Contract for Work. The subject matter of BONITA's performance under the Contract for Work is execution of a Work (especially in form of delivery and installation of Goods) agreed and specified between BONITA and the Customer in individual Contract. The Work may also include other activities related to the Goods, such as in particular design of a playground or training ground, maintenance, service, repair, revision, modification or disassembly of the Goods or things similar to the Goods. The main properties and characteristics of the Work are part of the Mandatory Consumer Information.
- 1.8 Catalogue. BONITA hereby expressly warns Customers that catalogue of Goods presented within the E-Shop and/or in other promotional or marketing materials and environments of BONITA is only of an informative character and in no case is a proposal of BONITA to conclude a Contract. BONITA hereby reserves the right to correct errors and/or other omissions in its E-shop and/or in other promotional or marketing materials and environments of BONITA.

2. Orders and conclusion of a Contract

- 2.1 Order via E-shop. It is possible to place an Order directly from the web interface of the E-Shop after entering mandatory data required by BONITA in an order form. In the event that such an Order contains at least basic information pursuant to paragraph 2.4 of these GTC, the Customer's proposal to conclude a Contract is considered binding.
- 2.2 Order by e-mail. An order can also be placed by sending an email to info@hriste-bonita.cz. In the event that such an Order contains at least basic information pursuant to paragraph 2.4 of these GTC, the proposal to conclude a Contract is considered binding.
- 2.3 Order at BONITA. Orders can also be placed in non-electronic form at the address of BONITA or at its other premises. In the event that such an Order contains at least basic information pursuant to paragraph 2.4 of these GTC, the proposal to conclude a Contract is considered binding.
- 2.4 Order requirements. In addition to the expression of will to conclude a Contract, each Order of the Customer must contain at least the following information:
- a) Name and surname / business name;
 - b) Company ID, save for case of Consumer Customer;
 - c) Address;
 - d) Contact details, especially in the form of telephone number and e-mail;
 - e) Tax ID of the Business Customer and Non-Business Customer;
 - f) Identification and more detailed specification of the ordered Goods or Work;

- g) Goods delivery method and payment method;
- h) Place of Goods delivery or place of performance (installation) of the Work;
- i) Goods delivery date or Work completion date.

It is possible to check or edit the data prior to placing an Order.

- 2.5 Concluding a Contract. Sending or submitting an Order in any way, nor its delivery or takeover by BONITA does not imply the conclusion of a Contract between BONITA and the Customer. BONITA shall confirm delivery of the Order to the Customer in writing. Confirmation of Order delivery sent by BONITA to the Customer does not constitute acceptance of an Order. BONITA is not obliged to accept the Order. The Contract between BONITA and the Customer is concluded only on the basis of an express and written acceptance of the Order by BONITA, at the moment of delivery of the written confirmation of BONITA of acceptance of the Order to the Customer. BONITA shall send a confirmation of Order acceptance in the same way as the Consumer Customer submitted the Order. BONITA stores concluded Contracts which can be accessed through the E-shop or shall be sent to the Customer based on request.
- 2.6 Deficiencies in the Order. In the event that it is not possible to process the Order due to incompleteness or inaccuracy of data therein, BONITA shall invite the Consumer Customer to complete it, or warn of the impossibility of concluding the Contract.
- 2.7 Orders of Consumer Customer, Inquiry. BONITA hereby notifies Consumer Customers that it is obliged to provide the Consumer Customer with Mandatory Consumer Information in advance. Therefore, on the basis of a non-binding Inquiry of the Consumer Customer submitted in any form, BONITA shall provide the Consumer Customer with Mandatory Consumer Information in writing and in a manner adequate to the means of communication used by Consumer Customer. In the event that the Consumer Customer places an Order with BONITA before the Mandatory Consumer Information has been provided to him/her, such an order shall constitute an Inquiry.
- 2.8 Contract amendment. Any changes to the Contract shall be made in writing, otherwise shall be invalid.

3. Prices, payment terms

- 3.1 Price of the goods. When selling through the E-Shop, the prices of Goods are indicated for each individual Goods. When concluding the Contract by Other Electronic Means, the prices of Goods are communicated to the Customers via electronic message. Prices of Goods are quoted in Czech crowns (CZK) and are divided into a price without value added tax and a price including value added tax. The prices listed for the Goods do not include shipping, packaging, postage, customs fees and other similar costs, the amount of which depends on the

specific Order, in particular on the method of delivery of the Goods, the total weight/volume of the ordered Goods, the carrier's conditions, the terms and conditions of the Work, etc., which are borne by the Customer.

- 3.2 Total price of Goods. Before the Customer is allowed to place an Order, the total Price of each individual Goods will be calculated and displayed/communicated to the Customer, including value added tax and the costs of shipping, delivery, postage and other costs and charges. In the event of ordering more than one piece of the Goods, the total aggregate price of all ordered Goods including value added tax and all stated costs associated with the delivery of the Goods, including value added tax, will be stated below. The total price of Goods is always part of the Mandatory Consumer Information.
- 3.3 Price of Goods payment method. Unless otherwise agreed, an invoice shall be issued to the Customer upon receipt of the Goods by the carrier for delivery to the Customer. Price payment can be agreed in particular as follows:
- a) upon Goods receipt by the Customer at the premises of BONITA, the Customer is obliged to pay the price upon Goods receipt;
 - b) in the case of delivery of the Goods by delivery to the Customer, the Consumer shall pay the Price cash on delivery upon receipt of the Goods;
 - c) by bank transfer before Goods delivery to the following account:
Recipient: Bonita Group Service s.r.o.
Account No.: 304977208/0300; or
 - d) by bank transfer after Goods delivery to the following account:
Project Promoter: Bonita Group Service s.r.o.
Account No.: 304977208/0300
- 3.4 Reservation of Title. In case of a Business Customer or Non-Business Customer, the Customer acquires ownership to the Goods at the moment of full payment of the total purchase Price of the Goods, including shipping fees and other related fees. Until the Price is not paid in full, the Business Customer and Non-Business Customer are not entitled to dispose of the Goods, in particular they may not transfer them to third parties or legally encumber.
- 3.5 Price of the Work. The total Price of the Work shall always be agreed with the Customer individually, and always represents Mandatory Consumer Information. The Consumer Customer is not obliged to pay for extra work beyond the agreed total Price, unless otherwise agreed in the Contract or these GTC. The provisions of Clauses 3.1 and 3.2 of these GTC shall apply mutatis mutandis to the Price of the Goods to be assembled or installed within the Work. Unless otherwise agreed, the invoice shall be issued to the Customer upon completion of the Work. If a pre-invoice or an advance invoice has been agreed as the method of payment, the Customer undertakes to pay the Price of the Work in full before the commencement of the performance of the Work on the basis of the issued advance invoice, while BONITA is not in default with the obligation to perform the Work until the Price of the Work is paid in full. The price for the delivery of the Goods is not added to the Price of the Work (i.e. e.g. the price for delivery by courier, post or directly by BONITA).

- 3.6 Delay. In the event of a breach of obligation to pay the Price or other financial obligation on time, the Business Customer and Non-Business Customer undertakes to pay BONITA a contractual penalty in the amount of 0.05% of the outstanding amount for each commenced day of delay, while the right to damages shall not be hereby affected, as well as statutory default interest. Should the Business Customer or Non-Business Customer fail to pay the due Price or other monetary obligation in full duly and on time, BONITA shall not be obliged to fulfil its obligations arising from the concluded Contract until full payment, the delivery date of the Goods and the date of Work performance are postponed by the number of days of the Customer's delay in paying the monetary obligation in delay, and BONITA shall not be liable for any damages, nor for any defects and Business Customer and Non-Business Customer shall have no rights under liability for defects or warranty during the period of delay in payment of the financial obligation. In the event of a delay of the Business Customer or the Non-Business Consumer with payment of due Price or a part thereof or any other financial obligation, BONITA is also entitled to withdraw from the Contract and exercise the right to compensation for damages, in particular the costs incurred by BONITA in connection with the delivery and production of the agreed Goods or the performance of the Work and all related costs, as well as lost profits.
- 3.7 Cashless payment. Unless otherwise agreed, in the case of cashless payment of the Price, the Customer is obliged to pay the Price no later than 14 days from the date of issue of the tax document – invoice. In case of non-cash payment of the Price, the Price is considered paid on the day it is credited to the bank account of BONITA stated on the tax document.
- 3.8 Discounts, gifts and bonuses. For discount or other marketing events, unless otherwise stated, individual discounts and other benefits provided cannot be combined. In the event that the Customer has been provided with gifts or other bonuses on the basis of the Contract, the existence of a donation agreement shall depend on the existence of the main Contract and the donation agreement is concluded with a termination condition of termination of the donation agreement in the event of main Contract termination. Use of discount coupons and gift vouchers is governed by terms and conditions agreed in the Contract or the terms and conditions specified on the coupon or voucher.
- 3.9 Value added tax. Value added tax is always added to the Price, except for cases stipulated by applicable law. Unless expressly informed otherwise by the Business Customer or Non-Business Customer, the Prices in all BONITA materials are stated without VAT. In the event that the statutory value added tax rate is changed before the taxable supply is provided, the Price shall be adjusted according to the current value added tax rate.

4. Goods delivery conditions

- 4.1 Place of Goods delivery. The place of Goods delivery shall be specified in the Contract. In case of Business Customer or Non-Business Customer and it is not agreed otherwise in the Contract, Goods delivery shall be performed in

accordance with the following delivery terms: EXW Drásov, Čedlosy 583, postal code 664 24, Czech Republic, INCOTERMS 2020.

- 4.2 Delivery Deadline for Goods. The agreed period for the delivery of Goods commences from the Contract conclusion. In the case of Consumer Customer and unless otherwise agreed, the delivery period is no more than 8 weeks from Contract conclusion; should an additional reasonable period provided by the Consumer Customer expire, the Consumer Customer is entitled to withdraw from the Contract. In the event of a delay of Business Customer and Non-Business Customer with the payment of the Price, the deadline for delivery of the Goods shall be extended by the number of days of delay in payment of the Price. Should the delivery period expire, the Consumer Customer is entitled to withdraw from the Contract if BONITA refuses to deliver or if the delivery is extremely important for the Consumer Customer with regard to the circumstances of the conclusion of the Contract or the circumstances announced in advance. Unless agreed otherwise, in case of Business Customer and Non-Business Customer, the delivery date is 8 weeks from the Contract conclusion.
- 4.3 Receipt of Goods. The Customer is obliged to take over the Goods at the agreed time and place, depending on the method of delivery. If the Goods are to be delivered by a carrier, the Customer is obliged to accept them upon delivery to the place of destination. In the event that the Customer does not accept the Goods, BONITA is entitled to withdraw from the Contract and to reimbursement of costs associated with the delivery of the Goods, should such costs have not been paid before the delivery. Should the Customer fail to take over the Goods, BONITA is entitled to a storage fee of CZK 50 for each day of delay in taking over the Goods. In the event of repeated delivery after non-receipt of the Goods, BONITA is entitled to reimbursement of the costs associated with repeated delivery. The Customer is not obliged to accept damaged Goods or Goods with defects.
- 4.4 Inspection of goods. The Business Customer and the Non-Business Customer are obliged to inspect the Goods upon receipt of the Goods and, in particular, to check whether the delivered Goods do not show obvious defects and whether they contain the Accompanying Documentation. After the Goods have been accepted by the Business Customer and the Non-Business Customer without reservation, the Goods are deemed to have no obvious defects upon delivery.
- 4.5 Notification of damage to the Goods. Acceptance of damaged or defective Goods shall not affect the Customer's obligation to pay the Price; Customer's right arising from liability for defects shall not be hereby affected. BONITA may be informed about damage of the delivered Goods in the following manner:
- a) online on the relevant page of the E-shop;
 - b) by e-mail sent to info@hriste-bonita.cz;
 - c) in person at any of BONITA's establishments; or
 - d) by phone at: +420 774 401 509.
- 4.6 Risk of damage transfer. The risk of damage to the Goods passes to the Consumer Customer at the moment of Goods receipt. The risk of damage to the

Goods passes to the Business Customer and Non-Business Customer in accordance with the agreed delivery conditions.

- 4.7 Packaging of goods. Unless otherwise agreed, the Goods shall be packaged in a manner suitable for their preservation and protection.

5. Conditions for Work performance

- 5.1 Work performance place. The place of Work performance shall be specified in the Contract. The Business Customer and the Non-Business Customer are responsible for the suitability of the place of Work performance and its construction readiness. In case of unsuitability of the Work performance site or construction unpreparedness, BONITA is entitled to increase the Price or withdraw from the Contract with respect to the Business Customer and the Non-Business Customer. Should the Work performance site be not suitable for Work performance despite prior written notice from BONITA, the Business Customer and Non-Business Customer undertakes to pay a contractual penalty in the amount of CZK 7 500,- for each violation, even repeatedly.
- 5.2 The date of Work performance. The date of Work performance shall be specified in the Contract. The date of Work performance is automatically postponed by whole days during which it was not possible to perform the Work, even partially, due to adverse climatic conditions, while average daily temperature of less than 5 °C recorded at the place of Work performance shall always be considered an adverse climatic condition. Should the Business Customer and the Non-Business Customer be in delay with Price payment, the deadline for the performance of the Work shall be extended by the number of days of delay in Price payment. Unless agreed otherwise, the term of performance of the Work is 10 weeks from the conclusion of the Contract.
- 5.3 Use of third parties. BONITA is entitled to use a third party in the performance of the Work, in which case it is liable as if it performed the Work itself.
- 5.4 Assembled elements. BONITA hereby warns and instructs the Customer that the Work (especially individual playground elements, fitness machines and/or outdoor training ground) will be performed by BONITA at an agreed place according to the individual technical sheets of the relevant assembled components so that the technical parameters are met. If the Contract does not stipulate the spatial distribution of the individual separate elements of the Work, the spatial distribution shall be determined by BONITA.
- 5.5 Landscaping. Unless otherwise agreed with the Business Customer or Non-Business Customer or unless these GTC stipulate otherwise, the Work Price does not include any landscaping, surface treatment (impact areas) according to ČSN EN 1177+A1 (or ČSN EN 16630 standard in case the subject of the Work is Goods of fitness type - fitness machines and/or so-called street workout) and removal and storage of excavated soil.
- 5.6 Cooperation and accessibility of the Work performance site. BONITA hereby notifies the Customer of the fact that the Customer's cooperation is necessary for

execution of the Work, also by making the place of the Work accessible so that the place of Work performance is accessible to smaller earthworks equipment (e.g. crawler mini-excavator, UNC type multi-purpose wheel loader, etc.) for the entire duration of the assembly. The date of Work performance is postponed automatically by the number of days during which the cooperation was not provided by the Customer, even if only partially (e.g. the place of Work performance was not accessible). If the place of Work performance is not accessible within 5 days of the delivery of the written request to the Customer, BONITA is entitled to withdraw from the Contract.

- 5.7 Construction readiness. BONITA hereby notifies the Customer of the fact that the place of Work performance Work must meet basic conditions of construction readiness, in particular it must be cleaned of sharp objects, it must be straight and the potential slope must not exceed 2%, it must comply with the ČSN EN 1177+A1 or ČSN EN 16630 Standards and no utilities infrastructure shall pass through it. The Business Customer and the Non-Business Customer declare and undertake to ensure that the place of Work performance meets the conditions of construction readiness defined in this provision, in the related technical documentation, in the Contract or its annex or in another public or private document, directive, standard or decision. In the event that the place of Work performance does not meet conditions of construction readiness within 5 days of the delivery of a written request to the Consumer for cooperation, BONITA is entitled to withdraw from the Contract. At the same time, the Customer shall be obliged to ensure the possibility of connecting and taking electricity and water from the distribution system at the place where the Work is performed, but no further than 20 meters from the place where the Work is performed, while the Business Customer and Non-Business Customer are obliged to ensure the aforementioned at their own expense.
- 5.8 Legal preparedness. BONITA draws the Customer's attention to the fact that the execution of the Work may require compliance with public or private law conditions for the Work performance, in particular zoning decisions, building permits, consents of real estate owners or other interested persons, binding opinions or statements of any public authorities or infrastructure operators that are or may be necessary for the Work performance, and these are not secured by BONITA to any extent and are not part of the Work. By making the place of Work performance accessible, BONITA assumes that all conditions specified in this provision are met. Deadline for Work performance is postponed without further notice by the number of days during which the conditions within meaning of this provision were not met, even if only partially. Should the conditions pursuant to this provision be not met, BONITA is entitled to withdraw from the Contract and the Business Customer and Non-Business Customer undertake to pay BONITA a contractual penalty in the amount of the Price of the Work.
- 5.9 Additional work for ground modifications. Unless otherwise agreed, the Contract for Work includes Work performance on common soil. Should it turn out during the commencement of the Work performance that the place of Work performance is made up of subsoil of various types of material (concrete, building debris, etc.), stony subsoil, concrete subsoil or asphalt or other unnatural subsoil, the

Customer undertakes to pay the price for extra work associated with additional earthworks and difficult conditions during the Work performance in the amount of CZK 950/hour/person without VAT, while the Customer is obliged to pay all costs associated with the implementation of extra work. In such a case, the Consumer Customer is entitled to withdraw from the Contract, in which case the Consumer will be obliged to pay BONITA the Price for the performance actually provided by the moment of withdrawal from the Contract.

- 5.10 Securing the place of Work performance. The Business Customer and the Non-Business Customer are obliged to secure the place of Work performance (construction site) at their own expense against the intrusion of third parties or animals for the entire duration of the Work.
- 5.11 Risk of damage to the Work. The risk of damage to the Work passes to the Customer upon receipt of the Work. In case partial Work take over is agreed upon, the risk of damage to the Work passes for each individual part taken over upon its takeover. Business Customer and Non-Business Customer acquires the ownership right to the Work only after full payment of the Price of the Work.
- 5.12 Acceptance of the work. BONITA and the Customer shall draw up a written protocol on the takeover of the Work. The Work is handed over by signing the handover protocol by the Customer without any reservations or defects preventing the use of the Work. BONITA's obligation to perform the Work for the Customer is also fulfilled should the Customer fail to confirm the receipt of the Work without grounds for refusal, i.e. without stating the relevant and legitimate reason for not taking over the Work within an additional period set by BONITA.
- 5.13 Defects not preventing Work utilization. The Customer's obligation to pay the full Price of the Work to BONITA is not affected by the occurrence of defects. In such a case, the Customer is entitled to rights arising from defective performance, which are further specified in these GTC.
- 5.14 Grass board. If the subject of the Work is a playground element with creation of an impact area in the form of a so-called grass board, then
- a) The installation of the impact surface includes laying a plastic underlay, laying grass boards and securing the boards against displacement with pegs;
 - b) BONITA hereby warns the Customer that grass boards may show height unevenness after laying, depending on the profile of the substrate. Any unevenness in height on the grass boards is not a defect of the Work or the Goods. Grass boards cannot be installed, among other things, on fresh, uncompacted soil, due to the gradual settling of the soil. Grass boards can therefore only be installed on mowed lawns and solid substrates;
 - c) BONITA hereby notifies the Customer of the fact that the grass board fulfils function of an impact area declared by the manufacturer only if there is a completely maintained grass area on it and it overgrows it. A grass area without a subsequent solid grass area does not fulfil the function of an impact area to the extent specified by the manufacturer.

- 5.15 Gravel. If the subject of the Work is a play element with an impact area in the form of a so-called Gravel (areas of natural aggregate – small smooth round pebbles), and:
- Should the construction of this type of impact area be not part of the subject of the Work, BONITA notifies the Customer that it is necessary to modify the surface (impact area) according to the ČSN EN 1177+A1 standard (pebbles with a fraction of 2 – 8 mm); and
 - Should the construction of this type of impact surface be part of the subject of the Work, the surface (impact area) treatment according to ČSN EN 1177+A1 is part of the Work and the Price.
- 5.16 Rubber. Should the subject of the Work be a playground element with an impact surface in the form of cast rubber and:
- Should the construction of this type of impact surface be not part of the subject of the Work, BONITA notifies the Customer that it is necessary to modify the surface (impact surface) according to ČSN EN 1177+A1 (rubber); and
 - Should the construction of this type of impact surface be part of the subject of the Work, the surface treatment (impact area) according to ČSN EN 1177+A1 is part of the Work and the installation of cast rubber (rubber) includes engraving of the surface (dredging) to a depth of 200 mm, compacted crushed aggregate fr. 16 - 32 - 100 mm, compacted crushed aggregate fr. 4 - 8 - 50 mm.

6. Withdrawal from the Contract

- 6.1 Consequences of withdrawal from the Contract. By withdrawing from the Contract, the Contract is cancelled from the beginning and the parties are obliged to return everything they have provided on the basis of the cancelled Contract. In case return of the unjust enrichment is not possible, the damaged party is entitled to monetary compensation in the amount of the usual price of the object. By withdrawing from the Contract, the donation agreement that is dependent on it shall also be automatically cancelled. Withdrawal from the Contract is possible under the conditions set out in these GTC, by the Contract or if stipulated by law.
- 6.2 Withdrawal from the Contract by BONITA. In addition to the grounds stated in other provisions of these GTC, BONITA is entitled to withdraw from the Contract concluded with Business Customer or Non-Business Customer, at any time from the date of conclusion of the Contract until the moment the Customer takes over the Goods or Work, on the following grounds:
- Exhaustion of stock of ordered Goods;
 - Failure to accept the Goods upon delivery;
 - Abuse of the E-shop ordering system;
 - Provision of incorrect Customer data in the Order;
 - failure to fulfil any obligation of the Customer even within the additional period granted by BONITA.

7. Information for the Consumer Customer on the right to withdraw from the Contract

- 7.1 Right to withdraw from the Purchase Contract. The Consumer Customer has the right to withdraw from the Purchase Contract within 14 calendar days from the date of receipt of:
- a) Goods by the Consumer Customer or a third party designated by the Customer other than the carrier;
 - b) the last piece of Goods, if the Consumer Customer orders more pieces of Goods that are delivered separately within one Order; or
 - c) the last item or part of a delivery of Goods consisting of several items or parts; or
 - d) the first delivery of the Goods, if the Contract stipulates a regular delivery of the Goods for the agreed period of time,
- and also before the expiry of this period, without any sanction and without grounds for withdrawal from the Contract.
- 7.2 Right to withdraw from the Contract for Work. The Consumer Customer has the right to withdraw from the Contract for Work within 14 calendar days from the date of conclusion of the Contract, without any sanction and without the need to state grounds for withdrawal.
- 7.3 Impossibility of withdrawing from the Contract for Work. BONITA hereby notifies the Consumer Customer that he/she cannot withdraw from the Contract pursuant to provision 7.2 of these GTC (i.e. within 14 days from the conclusion of the Contract for Work without giving a reason) after the Work is performed (i.e. completion and handover/takeover) if the Work has been completed (i.e. completed and handed over/taken over). If the Consumer Customer withdraws from the Contract pursuant to paragraph 7.2 of these GTC prior to finished performance of the Work, the Consumer Customer is obliged to pay BONITA a proportional part of the agreed Price for the performance provided up to the moment of withdrawal from the Contract. The provisions of this paragraph shall apply only should the performance of the Work was commenced on the basis of a prior express request of the Consumer Customer before the expiry of the period for withdrawal from the Contract and should the Consumer Customer have also declared that he/she has been informed of the consequences of the impossibility to withdraw from the Contract.
- 7.4 Impossibility of withdrawal from the Contract. The Consumer Customer is not entitled to withdraw from the Contract pursuant to paragraphs 7.1 and 7.2 of these GTC if the subject of the Contract is:
- a) provision of services, if they have been fully provided; in the case of performance for consideration, only if it commenced with the prior express consent of the Consumer Customer before the expiry of the period for withdrawal from the Contract and the Consumer Customer was informed that the provision of the performance terminates the right to withdraw from the Contract before the conclusion of the Contract,
 - b) supply of Goods or Services the price of which depends on financial market fluctuations independently of BONITA's will and which may occur during the period for withdrawal from the Contract;
 - c) delivery of Goods manufactured according to the requirements of the Consumer Customer or adapted to his personal needs;

- d) delivery of Perishable Goods or Goods with a short shelf life, as well as Goods that have been irretrievably mixed with other Goods after delivery, due to their nature;
- e) urgent repair or maintenance to be carried out at the place specified by the Consumer Customer at his express request; however, this does not apply to the performance of repairs other than those requested or the delivery of Goods other than spare parts necessary for the repair or maintenance;
- f) delivery of Goods in sealed packaging that is not suitable to be returned for health protection or hygienic reasons after the Consumer Customer has broken the packaging;
- g) delivery of an audio or video recording or a computer program in a sealed package, if the Consumer Customer has violated the package;
- h) supply of newspapers, periodicals or magazines, with the exception of subscription contracts for their supply;
- i) transportation of the Goods, rental of a means of transport or use of leisure time, if it is to be performed on a specific date or in a certain period according to the Contract; or
- j) in the case of other contracts, if so stipulated by the Civil Code, but which do not fall within the scope of BONITA's activities and which are not usually concluded.

7.5 Method of withdrawal. The period for withdrawal from the Contract is complied with if the Consumer Customer sends BONITA a notice of withdrawal from the Contract no later than on the last day of the 14-day period for withdrawal. The Consumer Customer may send a written notice of withdrawal from the Contract to the e-mail address: info@hriste-bonita.cz or to postal address: Bonita Group Service s.r.o., Drásov, Čedlosy 583, postal code 664 24 or in another way that ensures delivery of the notice to BONITA. To exercise the right to withdraw from the Contract, the Consumer Customer may also use the form included in these GTC as an attachment. If the Contract has been concluded orally, a clearly worded statement of the Consumer Customer expressing the will to withdraw from the Contract is sufficient for withdrawal from the Contract.

7.6 Returns. The Consumer Customer is obliged to return the Goods to BONITA to the address Drásov, Čedlosy 583, postal code 664 24 or to any business premises of BONITA within 14 days from the date of withdrawal from the Contract. The deadline is met if the Consumer Customer dispatches the Goods before its expiry. The Consumer Customer is obliged to return all gifts and bonuses provided on the basis of contracts terminated as a result of withdrawal from the Contract together with the Goods.

7.7 Damage to goods. In the event that the Consumer Customer withdraws from the Contract within 14 days according to par. 7.1 and/or 7.2 of these GTC, the Consumer Customer shall be liable to BONITA for Goods value reduction resulting from Goods handling otherwise than necessary to familiarize him/herself with the nature, properties and functionality of the Goods.

7.8 Refund of the price. BONITA shall return to the Consumer Customer all funds, including the costs of delivery, received from the Customer on Contract basis without any undue delay, no later than 14 days from the date of delivery of the

withdrawal notice, in the same manner the funds were received. If the Consumer Customer has chosen a method of delivery of the Goods offered by BONITA other than the cheapest one, the Consumer Customer shall be refunded the costs of delivery of the Goods to the Consumer Customer in the amount corresponding to the cheapest method of delivery of the Goods offered. If the Consumer Customer withdraws from the Purchase Contract, BONITA is not obliged to return the received funds before receiving the Goods or before the Consumer Customer proves that the Goods were sent back, whichever occurs first.

8. Liability for defects

- 8.1 Consumer Customer. In the case of Customers – Consumers, the rights and obligations arising from defective performance are governed by the relevant generally binding legal regulations, i.e. in particular by the provisions of the Civil Code.
- 8.2 Complaints Policy. The rights of Consumer Customer from liability of BONITA for defects and, if applicable, the Consumer Warranty, the conditions and method of complaints, including information on where the complaint can be made, are regulated in more detail in the BONITA Complaint Policy, which is part of these GTC as Article 9.
- 8.3 Business Customer and Non-Business Customer. Rights and obligations arising from defective performance in case of Business Customers and Non-Business Customers are governed by provisions of Civil Code. Business Customer and Non-Business Customer shall enjoy warranty for Goods or Work only in case it has been agreed upon in writing in advance or stipulated in these GTC. Information on technical specification of Goods or Work or any other data provided is not considered a warranty.

9. Complaint Policy for the Consumer Customer

- 9.1 Scope of the Complaints Policy. Provisions of this article of the GTC constitute a complaint procedure for the Consumer Customer. Provisions of this article shall apply to all Purchase Contracts and Contracts for Work concluded with the Consumer Customer. Where reference is made anywhere in this section to only Goods or only to the Work, this term always includes both the Goods and the Work, depending on type of Contract.
- 9.2 Liability for defects. BONITA is responsible for the fact that the Goods and Work
- a) correspond to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
 - b) it is suitable for the purpose for which the Consumer Customer requires it and to which BONITA has consented,
 - c) is supplied with agreed accessories and instructions for use, including assembly or installation instructions;
 - d) is suitable for the purpose for which an item of this kind is normally used, also having regard to third party rights, legislation, technical standards or codes of conduct of the sector, if there no technical standards apply;

- e) quantity, quality and other characteristics, including durability, functionality, compatibility and safety, correspond to the usual characteristics of items of the same kind that the Consumer Customer can reasonably expect, also taking into account public statements made by BONITA or another person in the same contractual chain, in particular by advertising or labelling;
- f) is supplied with accessories, including packaging, assembly instructions and other instructions for use, which the Consumer Customer can reasonably expect, and
- g) corresponds to the quality or design of the sample or template provided by BONITA to the Customer before concluding the Contract.

If Goods or Work do not meet the requirements above, it shall be considered a defective performance.

- 9.3 Time aspect of defects. The Consumer Customer may complain of a defect in Goods or Work within two years from their receipt, unless otherwise stated in the Contract, these GTC or legal regulations, and in the case of used Goods within one year from the Goods receipt.
- 9.4 Exemption from general requirements. If BONITA has expressly informed the Consumer Customer when concluding the Contract that a certain characteristic of Goods or Work does not comply with the general requirements according to par. 9.2 lit. d) to g) of these GTC, and the Consumer Customer has expressly agreed thereto, this discrepancy shall not constitute a defect in Goods or Work.
- 9.5 Defects caused by assembly. With respect to Consumer Customer BONITA shall be also liable for a defect caused by incorrect assembly or installation carried out by BONITA under the Contract. The same rule applies also should the assembly or installation be carried out by the Consumer Customer and the defect occurred as a result of a deficiency in instructions provided by BONITA.
- 9.6 Liability for Work defects - Construction. The court shall not grant a right arising from a hidden defect of a Work (building) that the Consumer Customer did not complain of without undue delay after he/she could have discovered it with sufficient care, but no later than five years from the takeover of the Work. If a defect appears within two years of Work receipt, the Work (building) shall be deemed defective upon receipt, unless the nature of the defect precludes it.
- 9.7 Warranty. BONITA may provide Consumer Customer with a Consumer Warranty beyond the scope of statutory rights from defective performance, in particular by Price refund, replacing the Goods or Work or repairing it or providing a surrogate service (hereinafter also referred to as the "**Consumer Warranty**"), should Goods or Work not have the properties specified in warranty declaration. Provisions of Consumer Warranty apply only if the Consumer Warranty has actually been provided.
- 9.8 Warranty period. The warranty period commences on the date of receipt of the Goods or Work by the Consumer Customer, should the Consumer Warranty be provided.

- 9.9 Length of warranty period. Provided the Goods or Work are maintained in accordance with technical requirements and original spare parts are used, all according to the specification in the Operating Book or other documents supplied with the Goods or Work, the Consumer Warranty for individual playground elements (or fitness – strength machines and/or street workouts) is provided as follows:
- a) 120-month Consumer Warranty on parts such as restraints, spring swivel bodies, slide tails, etc., which are made of high-pressure full-colour polyethylene (HDPE) or high-pressure laminate (HPL);
 - b) 60 months Consumer Warranty on the load-bearing parts of the structures of the play elements (or fitness – fitness – machines and/or so-called street workouts) (does not apply to surface treatments, paints, varnishes, zinc, etc.);
 - c) 60 months Consumer Warranty for other metal and wooden parts of the play equipment (or fitness – fitness machines and/or street workouts) (does not apply to finishes, paints, varnishes, zinc, etc.);
 - d) 20 years Consumer Warranty on stainless steel structures.

Consumer Customer is entitled to the same set of rights under the Consumer Warranty as he/she is entitled to under warranty for defects.

- 9.10 Consumer Warranty confirmation. A proof of purchase of Goods or Work and/or the warranty certificate serves as a confirmation of the Consumer Guarantee.

- 9.11 Deadline for exercising rights. Consumer Customer may exercise rights arising from liability for defects only if he/she has complained, i.e. reported the defect by period of liability for defects expiry according to provisions of par. 9.3 of these GTC. A defect covered by the Consumer Warranty must be claimed, i.e. reported no later than specified warranty period expires, unless otherwise stated in the warranty certificate. If the Consumer Customer has rightly complained of a defect, the period for exercising rights shall not run for the period during which the Consumer Customer cannot use the Goods.

- 9.12 Defect Liability Rights. If the prerequisites for liability for defects are met and if the Consumer Customer reports the defect in time, the Consumer Customer is entitled to:

- a) defect removal by repair or delivery of a new item,
- b) reasonable discount on the Price, or
- c) withdraw from the Contract.

- 9.13 Repair or delivery of a new item. Consumer Customer cannot choose defect removal by repair or delivery of a new item if the chosen method of removing the defect is impossible or disproportionately expensive compared to the other; this is assessed in particular with regard to defect significance, the value the item would have free of defect and whether the defect can be remedied differently without significant inconvenience to BONITA. BONITA may refuse to remove the defect in case it is impossible or disproportionately expensive, especially with regard to the significance of the defect and the value the Goods or Work would have free of the defect. If the Consumer Customer does not pick up the Goods or Work within a reasonable time from the day when he/she should have picked

them up after the defect has been removed, he/she is obliged to pay BONITA a fee for storage in the usual amount.

- 9.14 Discount on the Price and withdrawal from the Contract. Consumer Customer is entitled to a discount on the Price or the right to withdraw from the Contract in the event that:
- a) BONITA refused to remove the defect or did not remove it,
 - b) the defect occurs repeatedly,
 - c) the defect is a material breach of contract,
 - d) it is obvious from BONITA's statement or from the circumstances that the defect will not be removed within a reasonable time or without significant inconvenience to the Consumer Customer.
- 9.15 Withdrawal from the Contract due to defects. Consumer Customer cannot withdraw from the Contract if the defect is insignificant. After withdrawal from the Contract, BONITA shall refund the Price to the Consumer Customer without undue delay after returning the Goods or Work or after proving that the item was sent to BONITA.
- 9.16 Method of Complaint submitting. Consumer Customer is entitled to exercise his/her rights arising from the liability for defects and the Consumer Warranty against BONITA in any of the following ways:
- a) in writing at the address: Bonita Group Service s.r.o., Drásov, Čedlosy 583, postal code 664 24;
 - b) by sending an e-mail to: info@hriste-bonita.cz;
 - c) with another person eventually indicated on the warranty certificate, packaging, in E-Shop or other document who is designated to receive complaints liability for defects or the Consumer Warranty.
- 9.17 Content of the complaint. To assess the Claim, BONITA needs the following information:
- a) Consumer Customer Data;
 - b) Contact details of the Consumer Customer;
 - c) Description of defects (it is recommended to attach photo documentation of defects);
 - d) Right chosen by the Consumer Customer for defective performance or Consumer Warranty (i.e. repair, delivery of a new item, discount on the Price or withdrawal from the Contract);
 - e) in the event that the Consumer Customer chooses to withdraw from the Contract or a reasonable discount on the Price, the data for returning the Price or its part.
- 9.18 Complaint Confirmation. Without undue delay after submitting the Complaint under defective performance or under Consumer Warranty, BONITA shall issue a written confirmation to the Consumer Customer (an e-mail message is also considered a written form), stating the date on which the Consumer Customer filed the Complaint, what is its content, what method of handling the Complaint the Consumer Customer requires and the contact details of the Consumer

Customer for the purpose of providing information on the settlement of the Complaint.

- 9.19 Presentation of Goods. For the purposes of Complaint handling, Goods may be handed over to BONITA at the address: Čedlosy 583, 664 24 Drásov, Czech Republic or at the address of any BONITA business premises. To remove the defect, BONITA shall pick up the Goods at its own expense, or shall dismantle the defective item and assemble the repaired or new item, or pay the costs associated with it.
- 9.20 Deadline for settling the Complaint. BONITA shall settle the Complaint and inform the Consumer Customer about its settlement within 30 days from the date of filing the Complaint, unless the Consumer Customer agrees otherwise with BONITA. After this period expires in vain, the Consumer Customer may withdraw from the Contract or request a reasonable discount on the Price.
- 9.21 Methods of handling Complaints. Settlement of a Complaint means termination of the Complaint procedure (a) by returning of the repaired Goods or Work, (b) by replacing the Goods or Work or a defective part thereof, (c) by returning the Price, (d) by paying a reasonable discount on the Price, (e) by a written request to accept the performance or (f) by a written rejection of the Complaint including grounds for rejection.
- 9.22 Confirmation of Complaint settlement. BONITA shall provide the Consumer Customer with a written confirmation of Complaint settlement no later than by settlement period expiry in the same way the Complaint was filed, whereas an e-mail message with the following content is also considered to be in writing: confirmation of the date and method of settlement of the Complaint, including confirmation of repair and its duration, or a written justification for rejecting the Complaint.

10. Liability for defects, warranties and claims towards Business Customers and Non-Business Customers

- 10.1 Scope. Provisions of this article of the GTC shall apply to all Purchase Contracts and Contracts for Work concluded between Business Customer and Non-Business Customer. If reference is made only to the Goods or only to the Work, such term always includes both the Goods and the Work, depending on the type of Contract.
- 10.2 Warranty. In the event that the Goods or Work are maintained in accordance with technical requirements and original spare parts are used, all according to the specifications in the Operating Book or other documents supplied with the Goods or Work, the warranty for individual playground elements (or fitness – strength machines and/or street workouts) is provided as follows:
- a) 120-month warranty on parts such as barriers, spring swing bodies, slide fronts, etc., which are made of high-pressure full-dyed polyethylene (HDPE) or high-pressure laminate (HPL);

- b) 60-month warranty on the load-bearing parts of the structures of the play elements (or fitness (strength) machines and/or so-called street workout) (does not apply to surface treatment, paint, varnish, zinc, etc.);
- c) 60-month warranty on other metal and wooden parts of the playground equipment (or fitness (strength) machines and/or so-called street workout) (does not apply to surface treatment, paint, varnish, zinc, etc.);
- d) 24-month warranty on surface treatment (especially paint, varnish, zinc, etc.), colour fastness (HPL, HDPE);
- e) 24-month warranty on laminated materials (e.g. plywood), slides, springs and fixing parts, bearings, fasteners;
- f) 20-year warranty on stainless steel structures;
- g) 6-month warranty on moving parts of fitness equipment;
- h) 24 months for other unspecified parts.

10.3 Exclusions of warranty. The warranty does not apply to consumables, defects and/or defects caused by improper use, use contrary to the accompanying documentation, unauthorized manipulation, defects caused by vandalism, fault of a third party, damage by violence, improper maintenance, improper handling, use and installation contrary to technical conditions, natural wear and tear, failure to comply with the inspection schedule, consequences of natural disasters, fire, lightning or exposure to such physical influences which are usually uncommon. The warranty does not cover refurbishment of parts, which must be renewed at least 1× every 24 months. The warranty does not cover maintenance, modifications and refilling of material in impact areas. The warranty does not apply to inappropriate, inadmissible use of the elements (i.e. such use that does not result from their logical and normal use, e.g. the slide is designed to slide from top to bottom while sitting, other use is inadmissible and prohibited). BONITA's liability for defects covered by the warranty expires in the event that the Goods/Work has been moved and/or the Goods/Work has been affected by any manipulation, all by third parties other than BONITA. Furthermore, the warranty does not apply to changes in the functionality of the Goods or Work caused by a different method of operation and maintenance than specified in the accompanying documentation, or caused by additional construction or construction modifications.

10.4 Complaints. In the event of exercising rights arising from defective performance or warranty by the Business Customer or Non-Business Customer, BONITA shall announce whether it accepts liability for the defect or under warranty. In the event that BONITA accepts the Complaint as justified, BONITA undertakes to remove the defect within 30 days, provided it is objectively possible while also depending on the length of delivery times of BONITA's suppliers. Otherwise, this period may be unilaterally extended by BONITA for the reasons mentioned above. Should the Complaint be justified, the warranty period is extended by the time the Claim is being settled.

10.5 Limitation of Liability. BONITA is not liable to the Business Customer and Non-Business Customer for defects:

- a) with respect to Goods sold for a lower Price due to a defect for which a lower Price was agreed;
- b) to wear and tear of Goods caused by their normal use;
- c) in case of second-hand Goods, a defect corresponding to the degree of use or wear and tear that the Goods had at the time of receipt;
- d) for defects caused by their nature, in particular as regards consumer and perishable Goods;
- e) for defects of the Goods the Customer had knowledge of prior to receiving the Goods; and
- f) defects in the Goods caused by the Customer.

10.6 Complaint requirements. The Goods must be handed over in a condition that allows Complaint legitimacy assessment, in particular the Goods shall not be handed over unreasonably dirty. In the event of a Complaint, the Business Customer and the Non-Business Customer are obliged to:

- a) prove that the Goods were purchased from BONITA; and
- b) notify what defect the Goods are subject to Complaint.

11. Other provisions

11.1 Severance pay. The Customer is entitled to cancel the Contract by paying a severance pay pursuant to Section 1992 of the Civil Code in the amount of:

- a) 50% of the price of Goods or Work, including VAT, if the severance payment was made within 14 days (inclusive) of the conclusion of the Contract; or
- b) 100% of the price of the Goods or Work, including VAT, if the severance pay was paid more than 14 days after the conclusion of the Contract.

Payment of severance pay is not required for Contract cancellation in case the Consumer Customer is entitled to withdraw from the Contract pursuant to statutory provisions, Contract or these GTC.

11.2 Intellectual Property. The Customer has no right, title or other interest in the business name, trademarks, trade dress, copyrights, patents, domain names, website content, product names, catalogues or any other intellectual property rights of BONITA and/or a third party. The Customer is not entitled to copy or use intellectual property of BONITA, its suppliers or licensors in any way without the express prior written consent of BONITA.

11.3 Trade secrets. The Business Customer and the Non-Business Customer undertake to consider as a business secret all non-public business and technical information that they have become acquainted with during contractual relationship with BONITA. BONITA drawings, models, templates and similar objects and materials may not be made available or otherwise provided to third parties, reproduced or distributed without prior written consent of BONITA. Business Customer and Non-Business Customer is obliged to return provided items to BONITA immediately after Contract performance.

- 11.4 Force Majeure. Should performance of the Contract become temporarily impossible for unforeseeable and unavoidable reasons beyond the control of BONITA, Goods delivery date and Work performance deadline shall be postponed by the number of days during which it was even partially impossible to fulfil the obligation to deliver the Goods or to complete the Work. The Consumer Customer and BONITA are entitled to withdraw from the Contract in the event of force majeure (in particular, but not exclusively, war, natural disaster, measures taken by public authorities in connection with the pandemic).
- 11.5 Disclaimer. BONITA hereby notifies the Customers that the Goods (playground equipment, fitness – machines and/or outdoor training areas) are suitable for use only if they are installed in accordance with the ČSN EN 1177+A1 standard (or the ČSN EN 16630 standard). If BONITA does not perform Goods assembly the Customer is hereby warned that the assembly must be carried out by a professionally qualified provider.
- 11.6 Operation of playgrounds and workout playgrounds. The Operating Book and other parts of the Accompanying Documentation set out binding instructions of the Manufacturer for their operation. This Workbook is available in the E-Shop at <https://www.hriste-bonita.cz/provozni-knihy/t720> and shall be provided to the Customer in electronic form after Contract conclusion but before Goods delivery or before Work handover. BONITA hereby warns and instructs the Customer that the use of the Goods and Work (i.e. playground or workout playground) must always be in accordance with the Accompanying Documentation and especially with the Operating Book. BONITA is in no way the operator of the playground or workout playground and is not responsible for their operation. In the event the operator of Goods or Work (i.e. the playground or workout playground) cannot ensure compliance with the Accompanying Documentation and in particular with the operating book, or in case the Goods or Work are defective, the Operator is obliged to prevent playground or workout playground use until compliance with the Accompanying Documentation, in particular with the operating book, is achieved and/or the defect is removed. Business Customer and Non-Business Customer undertake to familiarize themselves with the Accompanying Documentation before taking over the Goods/Works.
- 11.7 Contractual penalties. The total amount of contractual penalties applied by the Consumer towards BONITA shall not exceed 10% of the value of the Contract, on the basis of which the contractual penalties are applied. BONITA's right to full damages is unaffected by its claim for payment of a contractual penalty or its payment.

12. Privacy Policy

- 12.1 Information on the protection of Customer's personal data by BONITA forms an annex to the Contract and is available at <https://www.hriste-bonita.cz/informace-gdpr/t535> .

13. Suggestions, complaints and alternative (out-of-court) dispute resolution

- 13.1 In case the Customer believes that BONITA has violated his/her rights, or if he/she wants to inform BONITA about other facts related to the Contract, any suggestions or complaints may be:
- Sent electronically to the e-mail address info@hriste-bonita.cz or in writing to the address Bonita Group Service s.r.o., Drásov, Čedlosy 583, postal code 664 24;
 - Communicated to BONITA in person at any establishment;
 - Reported by phone at +420 774 401 509;
 - Submitted electronically via the E-shop at www.hriste-bonita.cz.
- 13.2 Consumer Customer is entitled to file a motion to initiate an out-of-court settlement of a consumer dispute pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended. In such a case, the Consumer Customer may file a motion with the Czech Trade Inspection Authority (web: <https://www.coi.cz/informace-o-adr/>), acting as an alternative dispute resolution entity.
- 13.3 The Consumer Customer can also use the European Online Dispute Resolution platform, which is available at: <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show>.

14. Final provisions

- 14.1 Contact details. Contact details of BONITA are: tel. no.: +420 774 401 509, e-mail: info@hriste-bonita.cz. Other identification and contact details of BONITA are available at www.hriste-bonita.cz/.
- 14.2 Communication. Electronic communication between BONITA and the Customer is considered to be written communication under the condition of using the Customer's electronic (e-mail) address specified in the Order and BONITA info@hriste-bonita.cz. In case of doubt, an electronic message sent to the Consumer Customer and the Non-Business Customer is deemed to have been delivered 3 days from the date of its sending.
- 14.3 Regulatory. Activities of BONITA are subject to regulatory oversight by the authorities of the Czech Republic, which are competent to handle complaints. The supervisory authorities are, in particular, the Czech Trade Inspection Authority, trade licensing offices and the Office for Personal Data Protection.
- 14.4 Governing Law. Legal relations between BONITA and the Customer pursuant to these GTC and the Contract, as well as any future disputes arising from these relationships, are governed exclusively by Czech procedural and substantive law, with the exception of the United Nations Convention on the International Sale of Goods (Vienna Convention). In the event that the Contract is concluded with a Consumer Customer, the rights and obligations not regulated by the GTC or the Contract are governed in particular by the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended. In the event that the Contract is concluded

with a Business Customer and a Non-Business Customer, the rights and obligations not regulated by the GTC nor by the Contract are governed by the Civil Code.

- 14.5 Jurisdiction of courts. Any disputes arising from or related to the Contracts shall be resolved before the courts of the Czech Republic in accordance with the applicable laws of the Czech Republic. International jurisdiction of courts in relation to the Consumer Customer is governed by the provisions of the relevant legal regulations. In the case of the Business Customer, the territorial jurisdiction of the District Court Brno – venkov is hereby agreed for any and all disputes arising from the Contracts, save for exclusive territorial jurisdiction.
- 14.6 The Severability Clause. In the event that individual provisions of these GTC or individual Contracts be or become invalid and/or ineffective, this does not result in the invalidity and/or ineffectiveness of the entire GTC or individual Contracts. In such a case, BONITA and the Business Customer and Non-Business Customer undertake to agree on such an arrangement that will be as economically close as possible to the purpose pursued by the invalid and/or ineffective provision.
- 14.7 Validity and effectiveness of the GTC. These GTCs are valid and effective starting from 01.10.2024. BONITA reserves the right to change these GTCs. The Contract is governed by the GTCs effective at the time of its conclusion and subsequent amendment of the GTCs shall not affect rights or obligations arising from the already concluded Contract, unless otherwise agreed in the Contract. All previous versions and the current valid version of these GTC are available on the <https://www.hriste-bonita.cz/obchodni-podminky/t517>.

ANNEX TO THE GENERAL TERMS AND CONDITIONS
Bonita Group Service s.r.o.

<p>Notice of withdrawal (fill in this form and send it back only if you want to withdraw from the Contract)</p>
<p>Addressee:</p> <p>Bonita Group Service s.r.o. with its registered office at Drásov, Čedlosy 583, postal code 664 24, Czech Republic ID no.: 277 38 795, Registered in the Commercial Register maintained by the Regional Court in Brno, file no. No.: C 55742</p> <p>Address for electronic mailing: info@hriste-bonita.cz Tel. contact: +420 774 401 509</p>
<p>I hereby announce* that I withdraw* from the Contract for the provision of these goods/from the Contract for the provision of this service*:</p>
<p>Order date/receipt date*:</p>
<p>Name and surname of the Consumer(s)*:</p>
<p>Address of consumer(s)*:</p>
<p>Bank account to which the amount is to be refunded:</p> <p>_____</p>
<p>Signature of the consumer(s)* (only if this form is submitted in paper form):</p>
<p>Date:</p>
<p>* Delete as appropriate</p>