

# General terms and conditions

These general terms and conditions ("Terms") of the individual Alexander Makki, with the email [info@inkpyro.com](mailto:info@inkpyro.com), phone number +420704074120, residing at Bří. Lohniských 110, 675 55 Hrotovice, ID 07072295, registered in the trade register (hereinafter referred to as the "Seller"), regulate, in accordance with Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended ("Civil Code"), the mutual rights and obligations between you, as the buyer, and me, as the seller, arising in connection with or based on a purchase agreement ("Agreement") concluded through the E-shop on the website [www.inkpyro.com](http://www.inkpyro.com).

I am not a VAT payer.

All information regarding the processing of your personal data is included in the Personal Data Processing Policy, which can be found at [inkpyro.com/files/en\\_ochrana-osobnich-udaju.pdf](http://inkpyro.com/files/en_ochrana-osobnich-udaju.pdf).

The provisions of these Terms are an integral part of the Agreement. The Agreement and the Terms are made in the Czech language. The wording of the Terms may be unilaterally changed or supplemented. This provision does not affect the rights and obligations arising during the effectiveness of the previous version of the Terms.

As you are likely aware, our communication primarily takes place remotely. Therefore, our Agreement also utilizes means of remote communication, allowing us to reach an understanding without the simultaneous physical presence of both parties. The Agreement is concluded remotely through the E-shop interface on the website ("E-shop web interface").

If any part of the Terms contradicts what we have jointly approved during the process of your purchase on our E-shop, that specific agreement will take precedence.

## SOME DEFINITIONS

The Price is the financial amount you will pay for the Goods.

The Shipping Price is the financial amount you will pay for the delivery of the Goods, including the cost of packaging.

The Total Price is the sum of the Price and the Shipping Price.

VAT is the value-added tax according to applicable legal regulations.

Invoice is the tax document issued in accordance with the value-added tax law for the Total Price.

Order is your binding proposal to conclude a Goods purchase Agreement with us.

User Account is an account created based on the information you provide, enabling the storage of entered data and the history of ordered Goods and concluded Agreements.

You are the person purchasing on our E-shop, legally referred to as the buyer.

Goods are everything you can purchase on the E-shop.

## GENERAL PROVISIONS AND INFORMATION

The purchase of Goods is only possible through the E-shop web interface.

When purchasing Goods, it is your obligation to provide us with all information correctly and truthfully. The information you provide in the Order will be considered correct and truthful.

We also provide access to Goods reviews by other consumers on our E-shop. The authenticity of such reviews is ensured and verified by linking reviews to specific orders in our internal system, allowing us to verify that the review comes from a real consumer.

## CONCLUSION OF THE AGREEMENT

The Agreement with us can only be concluded in the Czech language.

The Agreement is concluded remotely through the E-shop, with the costs of using remote communication means borne by you. However, these costs do not differ from the basic rate you pay for using these means (especially internet access), so no additional costs charged by us beyond the Total Price should be expected. By submitting the Order, you agree that we use remote communication means.

To conclude the Agreement, you must create an Order on the E-shop. This proposal must include the following information:

Information about the purchased Goods (you designate the Goods of interest on the E-shop by clicking the "Add to Cart" button);

Information about the Price, Shipping Price, method of payment of the Total Price, and the desired method of Goods delivery. This information will be entered as part of the Order creation in the E-shop user interface, with information about the Price, Shipping Price, and Total Price automatically provided based on the selected Goods, delivery method, and payment method;

Your identification and contact details for the delivery of Goods, including name, surname, delivery address, phone number, and email address.

During the Order creation process, you can change and verify the data until its completion. After checking by clicking the "Complete Order" button, you will finalize the Order. Before pressing the button, you must confirm your familiarity with and agreement to these Terms; otherwise, it will not be possible to complete the Order. A checkbox is used for confirmation and agreement. After clicking the "Complete Order" button, all entered information will be sent directly to us.

We will confirm your Order to you as soon as we receive it, sending a message to the email address provided in the Order. The confirmation will include a summary of the Order and these Terms as an attachment to the email message. The Terms in the version effective on the date of the Order, attached as an attachment to the confirming email message, constitute an integral part of the Agreement. By confirming the Order, the Agreement is concluded between us and you.

There may be cases where we cannot confirm your Order. This is especially true in situations where the Goods are not available, or when you order a greater quantity of Goods than we allow. However, information about the maximum quantity of Goods will always be provided to you in advance on the E-shop and should not be surprising to you. If there is any reason why we cannot confirm the Order, we will contact you and send you an offer to conclude the Agreement in a modified form compared to the Order. The Agreement is concluded when you confirm our offer.

In the event that an obviously incorrect Price is specified in the E-shop or in the Order, we are not obligated to deliver the Goods to you at this Price, even if you have received an Order confirmation, and thus the Agreement has been concluded. In such a situation, we will promptly contact you and send you an offer to conclude a new Agreement in a modified form compared to the Order. The new Agreement is concluded when you confirm our offer. A glaring error in the Price is considered, for example, a situation where the Price does not correspond to the usual price from other sellers or if a digit is missing or extra.

Upon the conclusion of the Agreement, you are obligated to pay the Total Price.

If you have a User Account, you can place an Order through it. In this case, you are still obliged to check the accuracy, truthfulness, and completeness of pre-filled data. However, the method of creating the Order is identical to that of a buyer without a User Account, but the advantage is that you do not have to repeatedly fill in your identification details.

In some cases, we allow the use of a discount for Goods purchases. To provide a discount, you must fill in the discount information in the designated field as part of the Order proposal. If you do so, the Goods will be provided to you at a discount.

## USER ACCOUNT

Based on your registration on the E-shop, you can access your User Account.

When registering a User Account, it is your obligation to provide all required information correctly and truthfully, updating it in case of any changes.

Access to the User Account is secured by a username and password. It is your obligation to maintain confidentiality regarding these access details and not to provide them to anyone. In case of misuse, we do not bear any responsibility.

The User Account is personal, and you are not authorized to allow its use by third parties.

We may cancel your User Account, especially if you have not used it for more than one year or if you violate your obligations under the Agreement.

The User Account may not be available continuously, especially due to necessary maintenance of hardware and software equipment.

## PRICE AND PAYMENT CONDITIONS, RESERVATION OF OWNERSHIP

The Price is always stated on the E-shop, in the Order proposal, and, of course, in the Agreement.

In case of a discrepancy between the Price specified for the Goods in the E-shop and the Price specified in the Order proposal, the Price stated in the Order proposal, which will always be the same as the price in the Agreement, will prevail. The Order proposal also specifies the Shipping Price and conditions when delivery is free.

The Total Price is stated, including VAT and all fees determined by law.

We will request payment of the Total Price from you after concluding the Agreement and before delivering the Goods. You can make the payment of the Total Price in the following ways:

Bank transfer. We will provide you with payment information as part of the Order confirmation. In the case of payment by bank transfer, the Total Price is due within 2 days of sending the order.

Online card payment. In this case, the payment is processed through the Comgate payment gateway, and the payment is governed by the conditions of this payment gateway, available at Comgate.cz. In the case of online card payment, the Total Price is due within 2 days.

An invoice will be issued in electronic form after payment of the Total Price and will be sent to your email address.

Ownership of the Goods passes to you only after you pay the Total Price and take possession of the Goods. In the case of payment by bank transfer, the Total Price is

Paid by crediting to Our account; in other cases, it is paid at the moment of payment execution.

## DELIVERY OF GOODS, TRANSFER OF RISK OF DAMAGE TO THE ITEM

The goods will be delivered to you within 30 days at the latest.

Delivery through transport company Zásilkovna;

Goods can only be delivered within the Czech Republic, Slovakia, Germany, Austria, and Poland.

The delivery time of the goods always depends on its availability and the chosen method of delivery and payment. The estimated delivery time of the goods will be communicated to you in the order confirmation. The time stated in these Terms is only approximate and may differ from the actual delivery time. In the case of personal pickup at the branch, you will always be informed about the possibility of picking up the goods via email.

After receiving the goods from the carrier, it is your obligation to check the integrity of the packaging, and in case of any defects, notify the carrier and Us immediately. In case of damage to the packaging indicating unauthorized manipulation and entry into the shipment, it is not your obligation to accept the goods from the carrier.

If you fail to fulfill your obligation to accept the goods, except in cases under Article 4 of the Terms, it does not result in a breach of Our obligation to deliver the goods to you. At the same time, your decision not to accept the goods does not constitute a withdrawal from the contract between Us and You. However, in such a case, We have the right to withdraw from the contract due to Your material breach of the contract or store the goods, for which We are entitled to a fee in the usual amount. If We decide to withdraw from the contract, the withdrawal is effective on the day We notify you of this withdrawal. Withdrawal from the contract does not affect the right to compensation for shipping costs or damages, if any.

If, for reasons on your part, the goods are delivered repeatedly or in a different way than agreed in the contract, it is your obligation to reimburse Us for the costs associated with this repeated delivery. We will send you the payment details for these costs to your email address provided in the contract, and they are due 14 days from the email delivery date.

The risk of damage to the goods passes to you at the moment you take possession of it. If you do not accept the goods, except in cases under Article 4 of the Terms, the risk of damage to the goods passes to you at the moment when you had the opportunity to take possession of it, but for reasons on your part, the takeover did not occur. The transfer of the risk of damage to the

goods means that from this moment on, you bear all the consequences associated with the loss, destruction, damage, or any devaluation of the goods.

If the goods were not listed as in stock on the E-shop, and an estimated availability time was provided, we will always inform you in case of:

An extraordinary production outage, in which case we will provide you with a new expected availability time or information that the goods cannot be delivered;

Delay in delivering the goods from Our supplier, in which case we will provide you with a new expected delivery time.

## RIGHTS FROM DEFECTIVE PERFORMANCE

We guarantee that at the time of the transfer of the risk of damage to the goods under Article 7 of the Terms, the goods are without defects, in particular, that the goods:

Correspond to the agreed description, type, and quantity, as well as quality, functionality, compatibility, interoperability, and other agreed properties;

Are suitable for the purpose for which you require them, and with which we agree;

Are delivered with the agreed accessories and instructions for use, including assembly or installation instructions;

Are suitable for the purpose for which goods of this kind are typically used;

By quantity, quality, and other properties, including durability, functionality, compatibility, and safety, correspond to the usual properties of goods of the same kind that you can reasonably expect, taking into account public statements made by us or another person in the same contractual chain, in particular, advertising or labeling;

Are delivered with accessories, including packaging, assembly instructions, and other instructions for use that you can reasonably expect; and

Correspond in quality or performance to the sample or template provided to you before the conclusion of the contract.

Rights and obligations regarding rights from defective performance are governed by the relevant mandatory legal regulations (in particular, the provisions of § 2099 to 2117 and § 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

In the event that the goods have a defect, especially if any of the conditions under Article 1 are not met, you can notify Us of such a defect and exercise rights from defective performance (i.e., lodge a complaint) by sending an email or letter to Our addresses provided in Our identification data. For a complaint, you can also use a sample form provided by Us, which is annex 1 to the Terms. In asserting the right from defective performance, it is necessary to choose how you want to resolve the defect, and this choice cannot be changed without Our consent. We will handle the complaint in accordance with the right from defective performance you have asserted.

If the goods have a defect, you have the following rights:

Elimination of the defect by delivering new goods without defects or delivering the missing part of the goods; or

Elimination of the defect by repairing the goods, unless the chosen method of defect removal is impossible or unreasonably expensive, especially considering the significance of the defect, the value that the goods should have without defects, and whether the defect can be removed by another method without significant difficulties for you. • We are entitled to refuse to remedy the defect if it is impossible or unreasonably expensive, especially considering the significance of the defect and the value that the goods should have without defects. • You also have the right to:

Reasonable price reduction; or

Withdrawal from the contract, if:

We refuse to remedy the defect or do not remedy it in accordance with legal regulations;

The defect recurs;

The defect is a material breach of the contract; or

It is clear from Our statement or the circumstances that the defect will not be remedied within a reasonable time or without significant difficulties for you. • The right to withdraw from the contract is not granted to you if you knew about the defect before taking over the goods or if you caused the defect yourself.

## WARRANTIES AND WITHDRAWAL FROM THE CONTRACT

If the defect is a material breach of the contract, you have the right to withdraw from the contract without undue delay after notifying Us of the withdrawal. The same right applies to you if the defect is a non-material breach of the contract and cannot be remedied.

In the case of a material breach of the contract, you can also:

Require the delivery of new goods without defects;

Require the delivery of a missing part of the goods; or

Require the repair of the goods.

If you do not withdraw from the contract or do not exercise the right to require the delivery of new goods without defects, the delivery of a missing part of the goods, or the repair of the goods, you may request a reasonable discount. You are also entitled to a reasonable discount if we cannot deliver new goods without defects, deliver the missing part of the goods, or repair the goods within a reasonable time or without significant difficulties for you.

In the event of withdrawal from the contract due to a defect or if you choose to withdraw from the contract after we have failed to deliver new goods without defects, deliver the missing part of the goods, or repair the goods within a reasonable time or without significant difficulties for you, the purchase contract is canceled from the beginning.

If you have received any benefits associated with the contract, you are obliged to return them to us without undue delay, no later than 14 days from the date of withdrawal from the contract, in the same way we returned the benefits to you. If it is not possible to return the benefits in the same way, you must return the benefits in cash or by transferring the amount to your bank account.

We are not obligated to return the received benefits to you before you return the goods or prove that you have sent the goods back to us.

If you withdraw from the contract and the goods cannot be returned to us in the condition in which you received them, you are obliged to compensate us for the reduction in the value of the goods to the extent that the goods have lost their value due to handling them in a manner other than necessary to become acquainted with the characteristics and functionality of the goods, including their usual use. Handling the goods in a manner other than necessary to become acquainted with their characteristics and functionality, including their usual use, means in particular:

The handling of the goods as if they were your property;

The use of the goods, especially when they have already been used for a period exceeding the time necessary to become acquainted with their characteristics and functionality;

The use of the goods without considering the circumstances and purpose for which they are intended.

In the event of withdrawal from the contract, you bear only the costs associated with returning the goods to us. If the goods, due to their nature, cannot be returned by regular mail, you also bear the costs associated with returning the goods, which cannot be returned by regular mail. The costs associated with returning the goods are estimated at a maximum of approximately EUR 50. You are not responsible for any loss in the value of the goods if the loss in value is due to handling the goods in a manner other than necessary to become acquainted with their characteristics and functionality.

If you withdraw from the contract and have received any gifts from us, the gift agreement with gifts is canceled from the beginning, and you are obliged to return the provided gifts to us together with the returned goods.

## PERSONAL DATA PROTECTION

The protection of personal data is governed by Our Privacy Policy, which is an integral part of the Terms.

## COMPLAINTS PROCEDURE

If you are dissatisfied with the quality or performance of the goods, you can use the complaint form, which is an annex to these Terms and is available on the website. The complaint can be sent to Our email address or mailing address provided in the identification data. We will handle the complaint in accordance with the statutory warranty provisions.

The deadline for handling the complaint is 30 days from the date of receipt of the complaint. If it is not possible to handle the complaint within this period, we will inform you about the reasons for the delay and the expected time to resolve the complaint.

You can also use the platform for online dispute resolution established by the European Commission, which is available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>. The platform is an interactive website that provides easy access to information and assistance in resolving disputes between you and Us.

If the complaint is not resolved to your satisfaction or if you believe that we have violated your rights, you have the right to contact the Czech Trade Inspection (Česká obchodní inspekce) with your complaint. More information on this can be found at: <https://www.coi.cz/>.

In case of a dispute with Us, you can also use the out-of-court settlement of consumer disputes through the ADR entity, which is the Czech Trade Inspection (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Czech Republic, ID: 000 20 869, internet address: <https://adr.coi.cz/cs>. The ADR entity is competent to resolve consumer disputes resulting from the purchase contract concluded between Us and You. You can also use the online dispute resolution platform at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>.

## FINAL PROVISIONS

These Terms, including all annexes, are effective from January 1, 2024.

We reserve the right to change these Terms. The new version of the Terms will be effective on the date of publication on the website. The rights and obligations arising during the period of effectiveness of the previous version of the Terms remain unaffected by the change of the Terms.

These Terms and the legal relationships arising therefrom are governed by Czech law. The parties agree that the courts of the Czech Republic have exclusive jurisdiction over disputes arising from or in connection with these Terms or legal relationships arising therefrom.

If any provision of these Terms is or becomes invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these Terms.

These Terms are drawn up in the Czech and English languages. In the event of a dispute over the interpretation of individual provisions of these Terms, the Czech version shall prevail.

These Terms are available on the website and in the premises of our company.

### Annex 1 - Complaint Form

Recipient: Alexander Makki, Bří. Lohnských 110, 675 55, Hrotovice Claiming a Complaint Date of Contract Closure:

Full Name:

Address:

Email Address:

Goods Subject to Complaint:

Description of Goods Defect:

Proposed Method for Handling the Complaint:

I also request the issuance of a confirmation of the complaint with information about when I claimed this right, the content of the complaint, the desired method of handling the complaint, along with my contact details for the purpose of providing information about the complaint resolution.



Date:

Signature:

## Annex 2 - Contract Withdrawal Form

Recipient: Alexander Makki, Bří. Lohniských 110, 675 55, Hrotovice I hereby declare that I am withdrawing from the Contract:

Date of Contract Closure:

Full Name:

Address:

Email Address:

Specification of the Goods to which the Contract relates:

Method for Returning Received Funds, or Bank Account Number:

If the buyer is a consumer and has the right, in the case of ordering goods through the [www.inkpyro.com](http://www.inkpyro.com) e-shop ("Company") or another means of distance communication, except as specified in § 1837 of Act No. 89/2012 Coll., the Civil Code, as amended, to withdraw from an already concluded purchase contract within 14 days from the date of contract conclusion, or if it is the purchase of goods, then within fourteen days of its receipt. In the case of a contract for the supply of several items or the delivery of several parts of goods, this period begins to run only from the delivery of the last piece or part of the goods, and in the case of a contract under which the goods are to be delivered regularly and repeatedly, from the delivery of the first delivery.

The buyer shall notify the Company of this withdrawal in writing to the Company's establishment address or electronically to the email address specified in the template form.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company shall, without undue delay, no later than 14 days from the withdrawal from the purchase contract, return or hand over to the Company the goods received.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company shall, without undue delay, no later than 14 days from the withdrawal from the purchase contract, return to the buyer all monetary funds (purchase price of the delivered goods) including delivery costs received from him on the basis of the purchase contract, in the same way. If the buyer chose a method of delivering the goods other than the cheapest one offered by the Company, the Company shall only refund the cost of delivering the goods in the amount corresponding to the cheapest offered method of delivering the goods. The Company is not obliged to refund the

received funds to the buyer before receiving the goods back or before the buyer proves that he sent the goods to the Company.

Date:

Signature: