

General Terms and Conditions

1. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions" or "GTC") apply to registration for admission to professional conferences and/or symposia, seminars, webinars, training courses and workshops organized by the Česká betonářská společnost ČSSI z.s. and/or for the purchase of professional publications, all located on the Internet at: <https://cbsbeton.eu> (hereinafter referred to as "website"), which is operated by the Česká betonářská společnost ČSSI z.s., registered association, with its registered office at Na Zámecké 1518/9, Prague 4: ID number: 708 02 408, VAT No.: CZ70802408, registered in the Association Register kept by the Municipal Court in Prague, Section L, Insert 49984 (hereinafter referred to as the "Seller").

2. The Seller's contacts, including telephone and e-mail addresses, are as follows:

Tel.: +420 775 124 100, +420 605 404 598

E-mail: office@cbsbeton.eu

3. The subject matter of these Terms and Conditions is the regulation of the legal relationship between the Seller, as the operator of the website on which it is possible to purchase admission to professional conferences and/or symposia seminars, webinars, trainings and workshops (hereinafter referred to as: "seminar(s)") and/or to purchase professional publications (hereinafter referred to as: "publications") (hereinafter collectively referred to as: "goods") and the buyer, arising from the purchase contract concluded between the parties via the website (hereinafter referred to as: "purchase contract"), and in particular the regulation of their mutual rights and obligations.

4. The purchase contract is concluded in the Czech language and is governed by the Czech law, especially by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and Act No. 634/1992 Coll., the Consumer Protection Act, as amended (hereinafter referred to as the "Consumer Protection Act").

5. Before placing an order via the form located on the website, the buyer will be asked to read and accept these GTC. These GTC may be amended or updated at any time. The order is subject to the GTC as sent to the buyer's email address in text form at the time the order summary is sent.

6. These GTC are an integral part of the purchase contract. The provisions contained in the purchase contract which deviate from these GTC shall always prevail. Matters not expressly covered by the purchase contract and the GTC shall be governed by the provisions of the Civil Code, as amended.

7. All information about the goods placed on the website is of an informative nature and the Seller is not obliged to conclude a purchase contract regarding these goods.

8. The Seller does not guarantee the immediate availability of all goods offered on the website.

9. When placing an order, the buyer selects the publication and/or seminar, the number of copies of the publication or the number of participants in the seminar, the method of payment and, in the case of a publication, the method of delivery.

2. Information about goods and prices

1. Information about the goods, including their price and their main features, is provided for each individual item on the website.

2. Any presentation of the goods on the website is for information purposes only and does not constitute an offer to conclude a purchase contract or a proposal to supply goods within the meaning of §1731 or §1732 of the Civil Code and the seller is not obliged to conclude a contract of sale in respect of the goods.

3. The purchase price (hereinafter referred to as: "purchase price") is indicated for the individual items of goods on the website; this purchase price does not include the shipping costs of the goods. The purchase price of the goods is inclusive of value added tax, all related taxes and charges and other similar monetary benefits. The purchase price of the goods remains valid for the time period displayed on the website. This provision does not preclude the negotiation of a purchase contract on individually agreed terms and conditions, in particular in the form of price adjustment to the consumer's personality based on automated decision-making according to the consumer's previous purchasing behaviour, provided that the consumer has given the Seller express consent to such determination of the purchase price.

4. Any discounts on the purchase price of the goods cannot be combined with each other, unless the Seller and the buyer agree otherwise.

5. All purchase prices, including promotional prices, are valid until further notice or while stocks last. All changes and modifications of the purchase prices on the website are subject to change. The offer of goods presented on the website (including any promotional goods, sales and leaflet promotions) is valid until stocks are exhausted or the seller's ability to perform is lost or the offer is limited for a specified period of time. The purchase price is valid at the time of ordering the goods.

3. Conclusion of the purchase contract

1. An order can only be placed on the website via the order form, for the goods that are offered on the website by the seller at the time of the order. The website provides information about the goods, including the purchase price of the goods and the amount of the related costs (e.g. the price of postage).

2. All information about the goods on the website is for information purposes only and the Seller is not obliged to conclude a purchase contract in respect of the goods.

3. The Seller does not guarantee the immediate availability of all goods offered in the online shop.

4. The buyer orders goods in the following ways:

- a) through his customer account as a member;
- b) by completing the order form as a non-member.

5. When placing an order, the buyer selects the goods, the number of items, the method of payment and delivery.

6. Before sending the order, the buyer is allowed to check and change the data he has entered in the order- binding application form. The buyer sends the order-binding application to the Seller by clicking on the "send (order binding payment)" button or other corresponding unambiguous wording with an easily legible inscription, which shows that the buyer undertakes to pay. The information given in the order are deemed to be correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the buyer's acknowledgement that he/she has read these Terms and Conditions. By submitting an order placed on the website, the buyer agrees to these Terms and Conditions, which are an integral part of the purchase contract, as well as the purchase price, payment terms and the chosen method of transport and its price.

7. Immediately upon receipt of the order, the Seller shall send the buyer a confirmation of receipt of the order to the email address provided by the buyer when placing the order. This confirmation shall not be deemed to constitute the conclusion of the purchase contract. The confirmation shall be accompanied by the Seller's current Terms and Conditions in text form.

8. The buyer may cancel the order for the publication only until the Seller sends the goods to the buyer and the confirmation of the concluded purchase contract. The buyer may cancel the order of the publication by sending a message to the Seller's email office@cbsbeton.eu. The conditions for

cancellation of the seminar order – so-called cancellation is always specified in the organizational instructions of the individual seminar.

9. In the event that there is an obvious technical error on the part of the Seller when indicating the price of the goods on the website or during the ordering process, the Seller is not obliged to deliver the goods to the buyer at this obviously incorrect price even if the buyer has been sent an automatic confirmation of receipt of the order according to these Terms and Conditions. The Seller shall inform the buyer of the error without undue delay and shall send the buyer an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the buyer to the Seller's email address.

10. The Seller is always entitled to ask the buyer for additional confirmation of the order (in paper form, by e-mail, SMS or telephone), especially in connection with the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs).

11. The buyer agrees with the use of remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using remote means of communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the buyer himself, and these costs shall be in the regular amount, depending on the tariff of the telecommunication services used by the buyer.

12. The buyer acknowledges that the Seller is not obliged to conclude the purchase contract, especially with persons who have previously substantially breached their obligations to the Seller (e.g. due to cancellation of the order due to non-collection of the parcel at the post office - in such a case the Seller may require such a customer to pay in advance, or orders sent from a blocked IP address or from an IP address listed on the so-called blacklist).

13. The buyer is obliged to collect the ordered goods and to pay its purchase price and, if applicable, the price for the chosen method of transport.

14. The ownership of the goods passes to the buyer upon receipt of the goods and full payment of the purchase price.

4. Payment terms and delivery of goods

1. Payment for the ordered goods can be made by the following methods, unless the Seller and the buyer agree on another method:

- a) cash on delivery in case of delivery of a publication via transport service provider to the buyer's address within the Czech Republic.
- b) online via a payment gateway or via QR code after the order has been created. The buyer is redirected to a secure bank payment gateway where the buyer enters the necessary details for payment.
- c) by bank transfer after receipt of the order. The Seller sends the buyer the amount of the purchase price, the account number and the variable symbol of the payment to his e-mail. The buyer shall pay the goods to the Seller's bank account before the publication is sent, otherwise the publication will not be sent or delivered.

2. The amount of costs associated with delivery and, if applicable, packaging of the goods is always indicated directly on the website and applies to delivery of goods within the Czech Republic.

3. The publication will be sent to the buyer within 14 working days from the buyer's confirmation of the order by e-mail, if such publication is on stock at the Seller. In the case of a publication that is not on stock, the Seller will send the buyer an e-mail proposing a specific solution of such a situation.

4. The place of delivery of the goods is the address located within the Czech Republic specified by the buyer in the order. If the buyer requires delivery of the goods abroad, such a case will be resolved by a separate agreement between the buyer and the Seller.
5. The Seller reserves the right to change the method of transport or the carrier. The different shipping methods are offered according to the current availability, taking into account the capacity and range possibilities.
6. Together with the purchase price, the buyer is obliged to pay to the Seller the costs associated with packaging (if charged) and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price shall also include the costs associated with the delivery of the goods.
7. In the case of non-cash payment by bank transfer, the purchase price is due within 14 days of dispatch of the order. The order is processed only after the receipt of payment of the purchase price to the Seller's account. If the purchase price is not paid by the buyer at the time of maturity, the buyer, who is a consumer, is deemed to have withdrawn from the purchase contract, unless he expresses a contrary will.
8. In case of online payment via a payment gateway, the buyer shall follow the instructions of the respective electronic payment provider.
9. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the Seller's bank account.
10. The Seller reserves the right not to deliver the goods due to the objective reasons. In such a case, the Seller shall send the buyer onto the e-mail address provided by the buyer information about the reason for non-delivery of the goods, which shall be deemed to be a withdrawal from the purchase contract by the Seller, if it has already been concluded, or cancellation of the order. The Seller shall at the same time try to offer to the buyer a solution of the current situation, in particular to offer him other similar goods. In such a case, the Seller shall refund to the buyer all financial means received from the buyer, including the cost for the cheapest method of delivery offered, without undue delay and in the same manner as it was received from the buyer. In the event of withdrawal from the contract under this paragraph, the contract of sale shall be cancelled from the outset.
11. The goods shall be delivered to the buyer: a) to the address specified by the buyer in the order b) personal collection at the Seller's registered office c) regarding seminars, the materials necessary for the seminar (e.g. but not limited to meal vouchers, tags, handouts, tickets, etc.) shall be handed over to the buyer on the day and place of the seminar against the buyer's signature of the attendance list. The choice of delivery method is made during the ordering process.
12. The cost of delivery of the goods depending on the method of shipment and receipt of the goods is indicated in the order confirmation by the Seller. In the event that the method of delivery is agreed upon at the buyer's specific request, the buyer bears the risk and any additional costs associated with this method of delivery.
13. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon its delivery. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a different manner than specified in the order, the buyer shall pay the costs connected with the repeated delivery of the goods or the costs connected with a different method of delivery.
14. Upon receipt of the publication from the carrier, the buyer is obliged to take over the delivered publication, check the integrity of the packaging-especially the shipping box, check the publication for quantity and in case of defects immediately inform the Seller by phone or by e-mail sent to office@cbsbeton.eu, and initiate a complaint procedure with the carrier. In the event that the packaging is found to have been damaged, the buyer does not have to accept the shipment from the carrier.

15. The Seller shall issue a tax document-invoice to the buyer. The tax document is sent to the buyer's email address and/or attached to the goods delivered.

16. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but not before taking over of the goods. Liability for accidental spoilage, damage or loss of the goods shall pass to the buyer at the time of acceptance of the goods or at the time when the buyer was obliged to accept the goods, but he did – irrespectively of his duties arising from the purchase contract.

5. Withdrawal from the purchase by the buyer

1. The buyer, who is a consumer, has the right, in accordance with the provisions of § 1829 para. 1 of the Civil Code, to withdraw from a distance contract or a contract concluded outside commercial premises without giving any reason and without any penalty within 14 days from the date of conclusion of the contract or from the date of receipt of the goods or the last piece of goods (if the consumer orders several pieces of goods that are delivered separately in one order) or from the receipt of the last item or part of the delivery of goods consisting of several items or parts, or from the receipt of the first delivery of goods if the contract provides for regular delivery of goods for an agreed period of time.

2. **A buyer who is a consumer may not withdraw from the contract of sale under** the provisions of Section 1837 of the Civil Code:

- a) for the provision of services, if they have been provided in full; in the case of performance for consideration, only if the performance has begun with the consumer's prior express consent before the expiry of the withdrawal period and the Seller has instructed the consumer prior to the conclusion of the contract that the provision of the performance terminates the right to withdraw from the contract,
- b) the supply of goods or services the price of which depends on financial market fluctuations independent of the Seller's will and which may occur during the withdrawal period,
- c) for the supply of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract with the provision that delivery may not be made until after the expiry of thirty days and the actual value of which depends on market fluctuations independent of the Seller's will,
- d) the supply of goods made to the consumer's requirements or adapted to his personal needs,
- e) the supply of perishable goods or goods with a short shelf life, as well as goods which, by their nature, have been irretrievably mixed with other goods after delivery,
- f) for urgent repair or maintenance to be carried out at a place designated by the consumer at his express request; this shall not apply, however, to the carrying out of repairs other than those requested or to the supply of goods other than spare parts necessary to carry out the repair or maintenance,
- g) the supply of goods in sealed packaging which, for health or hygiene reasons, are not suitable for return after having been breached by the consumer,
- h) the supply of an audio or visual recording or a computer program in sealed packaging if the consumer has broken it,
- i) the supply of newspapers, periodicals or magazines, except for subscription contracts for their supply,
- j) for accommodation, carriage of goods, hire of a means of transport, meals or leisure activities, if the contract is to be performed on a specific date or within a specific period,

- k) concluded by public auction under any other law at which the consumer may be physically present; or
- l) for the supply of digital content which is not delivered on a tangible medium, after performance has begun; in the case of performance for consideration, if it has begun with the prior express consent of the consumer before the expiry of the withdrawal period, the consumer has been informed that the right to withdraw from the contract is thereby extinguished and the Seller has provided him with a confirmation pursuant to Article 1824a(1) and (2) or Article 1828(3) and (4) of the Civil Code.

3. A buyer who is a consumer may withdraw from the purchase contract by any unambiguous statement made to the Seller; the buyer may also withdraw by using of the sample withdrawal form, the text of which is attached to these GTC, which the buyer fills in and sends onto the Seller's e-mail office@cbsbeton.eu. If the Seller allows the consumer to withdraw by completing and submitting the sample withdrawal form on the website, the Seller shall confirm its receipt to the consumer in text form without undue delay.

4. If a gift is given to the buyer together with the goods, the gift contract between the Seller and the buyer is concluded with the condition that if the buyer withdraws from the purchase contract, the gift contract with respect to such gift shall cease to be effective and the buyer shall be obliged to return the gift to the Seller together with the goods. If the buyer fails to return the gift within the time limit set by the Seller, the Seller shall have the right to continue to recover the amount corresponding to the value of the unreturned product.

5. If additional goods are sold at a highly discounted promotional price (e.g. 1 CZK), it is considered that the purchase contract, the subject of which is these discounted promotional goods, is concluded with a resolutive condition, and if the purchase contract, the subject of which was the goods to which the goods were sold at a discounted promotional price, is withdrawn, the purchase contract regarding the discounted promotional goods ceases to be effective and the buyer is obliged to return the goods to the seller at the discounted promotional price and the seller returns the purchase price of these discounted promotional goods to the buyer. If the buyer does not return the highly discounted goods within the time limit set by the Seller, the Seller shall have the right to continue to recover the amount corresponding to the value of the unreturned product.

6. The Seller is entitled to withdraw from the purchase contract at any time until the buyer has taken delivery of the goods. In such case, the Seller shall refund to the buyer all financial means received from the buyer, including the cost of the cheapest method of delivery offered, without undue delay, in the same manner as it was received from the buyer. In the event of withdrawal from the contract under this paragraph, the contract of sale shall be cancelled from the outset.

7. In the event of withdrawal from the Purchase Contract pursuant to Article 5(1) of these GTC, the Seller recommends to the buyer to return the subject goods, except for the goods pursuant to Article 5(2). GTC, in the original intact packaging, undamaged, so that it does not bear signs of use, complete (including accessories, warranty card, instructions, etc.) clean, and together with the invoice to hand it over or send it to the Seller no later than 14 days after such withdrawal to the address of the Seller's registered office. **The costs of returning the goods shall be borne by the buyer.** Goods may be returned by normal postal means due to their nature. The Seller shall be entitled to unilaterally set off the claim for damages caused to the goods against the buyer's claim for a refund of the purchase price.

8. The Seller shall return to the buyer all financial means received from the buyer, including the cost of the cheapest delivery method offered, within 14 days of withdrawal from the contract in accordance with these GTC. The Seller shall do so in the same way in which he has received them from the buyer. In the case of payment through a payment gateway, the Seller shall return to the buyer all funds received from the buyer through the same payment gateway; in the case of payment in cash, the Seller shall return the cash to the buyer or pay it to the buyer's account specified by the buyer, when paying by credit

card at the Seller's premises, the Seller shall return all funds received from the buyer to the same credit card, when paying by cash on delivery, the Seller shall return all funds received from the buyer by wire transfer to the account specified by the buyer or cash to the buyer in person. Any other method of returning the funds is possible only by prior agreement.

9. If the buyer withdraws from the purchase contract, the Seller is not obliged to return the funds received under the previous paragraph to the buyer before he receives the goods or before the consumer proves that he has sent the goods back, whichever is earlier.

10. The buyer shall be liable to the Seller for any diminution in the value of the goods resulting from handling the goods other than that necessary to acquaint him with the nature, characteristics and functionality of the goods.

11. In the event of withdrawal from the purchase contract pursuant to this article, the purchase contract shall be cancelled from the outset.

6. Rights arising from defective performance

1. The rights and obligations of the contracting parties with regard to rights of defective performance shall be governed by the applicable legal provisions, in particular Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code.

2. The Seller warrants and represents to the buyer that the sold goods are in conformity with the purchase contract upon acceptance by the buyer, in particular that it is free from defects.

3. The Seller warrants and represents to the buyer that at the time when the buyer has taken over the goods from the Seller in person or at the time when the Seller has given them for transport pursuant to Article 4 of these GTC

- a) the goods are fit for the purpose for which the item of this kind is usually used, also with regard to the rights of third parties, legal regulations, technical standards or codes of conduct of the industry, if there are no technical standards,
- b) the goods are of a quality and have other characteristics, including durability, functionality and safety, which corresponds to the usual characteristics of goods of the same kind which the buyer may reasonably expect, including public statements made by the Seller or by another person in the same contractual chain, in particular by advertising or labelling,
- c) the goods are supplied with such accessories, including packaging, assembly instructions and other instructions for use, as the buyer may reasonably expect,
- d) the goods correspond in quality or workmanship to the sample or specimen provided by the Seller to the buyer before the conclusion of the contract; and
- e) the goods comply with the requirements of the law.

4. The provisions referred to in Article 6(3) of these GTC shall not apply in the case of goods sold at a lower price to a defect for which the lower price was agreed, to wear and tear caused by normal use, in the case of second-hand goods to a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the buyer, or if this results from the nature of the goods.

5. The buyer is entitled to exercise the right to claim for defects that occur in the goods within 2 years from the receipt of the goods; in the case of a second-hand purchase, this period may be reduced to one year from the receipt of the goods. If the buyer has rightly complained to the seller about the defect, the period under the first sentence of this paragraph shall not run for the period during which the buyer cannot use the goods.

6. In the event that the goods do not have the characteristics referred to in Art. 6 (3) of these GTC, the buyer may demand the removal of the defect. At his option, he may demand the delivery of a new item without defect or the repair of the item, unless the chosen method of removing the defect is impossible or unreasonably costly compared to the other method; this shall be assessed in particular with regard to the significance of the defect, the value the item would have without the defect and whether the defect can be removed by the other method without significant difficulties for the buyer. If the defect relates only to a part of the item, the buyer may require replacement of that part or withdraw from the contract and claim a refund of the purchase price. The Seller may refuse to remedy the defect if it is impossible or unreasonably costly to do so, in particular in view of the significance of the defect and the value the item would have had without the defect.

7. If delivery of new goods is not possible, the buyer may withdraw from the contract and demand a full refund of the purchase price. However, if this is disproportionate in view of the nature of the defect, in particular if the defect can be removed without undue delay, the buyer has the right to have the defect removed free of charge.

8. The buyer, who is a consumer, is also entitled to the delivery of new goods or the replacement of parts in the case of a removable defect if he cannot use the goods properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the buyer also has the right to withdraw from the contract.

9. The statutory provisions of Sections 2099 ff. of the Civil Code shall govern the rights of a buyer who is not a consumer in respect of defective performance.

10. If a defect occurs within one year of receipt of goods, the goods shall be deemed to have been defective upon receipt, unless the nature of the goods or the defect precludes this. This period does not run for the time during which the buyer cannot use the goods, if he has rightly complained about the defect. This provision shall not apply in the case of goods sold at a lower price to a defect for which the lower price was agreed, to wear and tear caused by normal use, or in the case of second-hand goods to a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the buyer, or if this results from the nature of the goods.

7. Claims

1. Rights arising from defects and rights arising from any quality guarantee (hereinafter referred to as "claims") shall be claimed with the Seller.

2. The buyer may exercise his rights from defective performance within 2 years from the receipt of the goods. After this period, the defect right cannot be exercised against the Seller, unless the parties agree otherwise or the Seller or the manufacturer provides a special guarantee for quality beyond its legal obligations. The buyer shall exercise his rights under the defective performance without undue delay after he discovers that the goods are defective.

3. The buyer may claim the goods in person at the Seller's registered office or by post. The buyer shall be obliged to make a claim without undue delay after discovering a defect in the goods, but no later than on the last day of the specified period.

4. When making a claim, the buyer is obliged to present the original goods claimed, the original invoice-tax document of purchase of the goods or the warranty certificate and to provide a specific description of the defect and his contact details (especially return address, telephone number, email) for the purpose of providing information on the settlement of the claim.

5. The Seller shall issue the buyer with a written confirmation of when the claim was made, what is its content, what method of handling the claim is required, by email immediately after receipt of the claim (if the email is known), in the case of a personal claim it is forwarded immediately.

6. The buyer is aware that if he/she fails to deliver the claimed goods including all accessories received, then in the event of the buyer's withdrawal from the contract, the buyer will be refunded the purchase price less the price of the undelivered accessories.

7. Breach of the protective seal, informative sticker or serial number puts the buyer at risk of rejection of the claim, unless the damage occurs during normal use. Seals and serial numbers are an integral part of the goods and in no way limit the customer's right to use and handle the goods to the full extent of what they are intended for.

8. A claim cannot be made if the defect of the goods is due to improper use or storage of the goods by the buyer, or the expiry date indicated on the packaging of the goods has already expired, or the goods have already been consumed.

9. Complaints, including the removal of defects, must be settled without delay, no later than 30 days from the date of the complaint, unless the Seller and the buyer agree on a longer period. If this period expires in vain, the buyer has the right to withdraw from the purchase contract or to demand a reasonable discount. The moment of claim is considered to be the moment when the buyer's expression of will (exercise of the right from defective performance) reaches the Seller.

10. The buyer is not entitled to the right of defective performance if the buyer knew before taking over the item that the item has a defect or if the buyer caused the defect himself.

11. In the case of a justified claim, the buyer is entitled to compensation for reasonable costs incurred in connection with the claim. The buyer may exercise this right with the Seller within one month after the expiry of the warranty period. If the claim was unjustified, the buyer is obliged to reimburse the Seller for the costs incurred in connection with the unjustified claim.

12. The buyer is obliged to take delivery of the claimed goods within 30 days from the date on which the claim should have been settled at the latest, after which time the Seller is entitled to charge a storage fee at the agreed rate, otherwise at the usual rate. The Seller must give the buyer prior notice of this procedure and a reasonable additional period of time to take delivery of the goods.

13. The Seller must issue the buyer with a confirmation of the date and manner of the settlement of the claim, including confirmation of the repair and the duration of the repair, or a written justification for the rejection of the claim.

14. If the claim is rejected and if the buyer agrees to pay for the repair, the repair will be charged according to the Seller's current price list.

15. Before the paid repair is carried out, the buyer shall be informed of the price of the repair, its scope and the time required for its execution, and the repair shall be carried out as soon as possible. A paid repair can only be carried out after the buyer's express consent has been given after the information according to the previous sentence.

16. If the buyer is a business and the claim is rejected, the buyer acknowledges that the Seller is entitled to overcharge the buyer for the costs of the authorised repairer or technician for the diagnosis of the defect and transport according to the price list of the authorised repairer.

8. Information on the processing of personal data, sending commercial communications and storing cookies

1. The Seller shall process the buyer's personal data as necessary for the performance of the purchase contract concluded with the Seller for the sale of the goods (or for the implementation of measures taken prior to the conclusion of the purchase contract with the Seller) and shall also process the Buyer's personal data as necessary for the performance of the Seller's public law obligations.

2. The controller of personal data is the Czech Concrete Company ČSSI, z.s., pobočný spolek, with its registered office at Na Zámecké 1518/9, Prague 4, 140 00, ID No.: 708 02 408, VAT No.: CZ70802408, registered in the Federal Register maintained by the Municipal Court in Prague, Section L, Insert 49984 (hereinafter referred to as the "Controller").

3. Contact details of the Controller are as follows: delivery address Na Zámecké 1518/9, Prague 4, 140 00, e-mail address office@cbsbeton.eu, telephone +420 775 124 100 or +420 605 404 598.

4. The Controller has not appointed a data protection officer.

5. The legal reason for processing personal data is:

- a) performance of the contract between the buyer and the Controller pursuant to Article 6(1)(b) of the Regulation,
- b) the legitimate interest of the Controller in providing direct marketing (in particular for sending commercial communications and newsletters) pursuant to Article 6(1)(f) of the Regulation,
- c) the buyer's consent to processing for the purpose of providing direct marketing (in particular for sending commercial communications and newsletters) pursuant to Article 6(1)(a) of the Regulation in conjunction with Article 7(2) of Act No. 480/2004 Coll., on certain information society services, in the absence of an order for goods or services.

6. The purpose of the processing of personal data is:

- a) processing the buyer's order and exercising the rights and obligations arising from the contractual relationship between the buyer and the Controller; when placing an order, personal data are required that are necessary for the successful processing of the order (name and address, contact), the provision of personal data is a necessary requirement for the conclusion and performance of the purchase contract, without the provision of personal data it is not possible to conclude the contract or its performance by the Controller,
- b) sending of commercial communications and other marketing activities, as well as the fulfilment of related public obligations by the Controller.

7. The Controller does not engage in automated individual decision-making or profiling within the meaning of Article 22 of the Regulation.

8. Other recipients of the buyer's personal data will be shipping companies and other persons involved in the delivery of goods or the execution of payments under the purchase contract, and persons providing technical services related to the operation of the e-shop for the Controller, including the operation of software and data storage. Another recipient of the buyer's personal data will be the carrier.

9. The recipients of the buyer's personal data processed for the purpose of fulfilling legal obligations may also be tax authorities or other competent authorities in cases where the controller is required to do so by generally binding legal regulations.

10. The Controller does not intend to transfer the buyer's personal data to a third country (non-EU country) or an international organisation.

11. Under the conditions set out in the Regulation, the buyer has the right to request access to his/her personal data from the Controller, the right to rectification or erasure of his/her personal data or restriction of its processing, the right to object to the processing of his/her personal data and the right to the portability of his/her personal data.

12. Should the purchaser believe that the processing of his/her personal data has violated or is violating the Regulation, he/she has the right, among other things, to lodge a complaint with a supervisory authority.

13. The buyer is not obliged to grant his personal data. The provision of his personal data is a necessary requirement for the conclusion and performance of the purchase contract and without the provision of his personal data the purchase contract cannot be concluded or performed by the Controller.

14. When processing personal data, the Controller shall comply with:

- a) the principle of legitimacy (i.e. it processes personal data only if it has a reason to do so under the law or a contract or if the data subject has given his/her explicit consent to the processing),
- b) the principle of proportionality (i.e. it processes personal data only if the required purpose cannot be achieved by other means),
- c) the principle of transparency (i.e. it processes personal data in the most transparent way possible),
- d) the principle of integrity and confidentiality (i.e. it processes personal data in such a way that they are not misused, unlawfully processed, accidentally lost, destroyed or damaged); and
- e) the principle of limited storage (i.e. it keeps personal data only for as long as necessary).

15. The Controller shall process personal data, depending on the purpose, for the duration of the contractual relationship between the Controller and the data subject or until the data subject's consent to the processing of personal data is withdrawn.

16. After the termination of the contractual relationship between the Controller and the data subject, the Controller shall process the personal data for the period provided for by law for the purpose of fulfilling the obligations imposed on it therein.

17. After the expiry of the period for storing personal data pursuant to this Article, the personal data shall be destroyed in the following ways:

- a) shredding of original documents or copies thereof or their anonymisation,
- b) deletion of electronic databases or their anonymisation,
- c) permanent exclusion of personal data from further processing.

18. As a data subject, the Seller has rights in connection with the processing of personal data which arise from legal regulations and which he may exercise at any time. These include in particular:

- a) the erasure right (i.e. the right to have the data completely erased if they are no longer necessary for the purposes of processing, if the data subject withdraws consent to the processing of personal data, if he or she objects to the processing of personal data, or if the personal data were unlawfully obtained),
- b) the correction right (i.e. the right to have inaccurate personal data concerning the data subject corrected by the Controller without undue delay. In connection with this right, the data subject is obliged to inform the Controller of any changes to the personal data processed),
- c) the right of access to personal data (i.e. the right to obtain confirmation from the Controller as to whether or not personal data concerning him or her are being processed. The data subject may at any time request information from the Controller about the processing of personal data),
- d) the right to data portability (i.e. where the processing is automated or where the data are processed on the basis of the data subject's consent, the data subject has the right to request an overview of the personal data processed about him or her by the Controller in a structured, commonly used and machine-readable format and to transmit those data to another controller).

Where technically feasible, the data may be transmitted directly by the Controller to the other Controller),

- e) the right to withdraw consent to the processing of personal data (i.e. where the data subject has given consent to the Controller to process personal data for purposes requiring such consent, the data subject has the right to withdraw that consent in writing at any time. Processing that occurred before the withdrawal of consent is lawful),
- f) the right to lodge a complaint with a supervisory authority (i.e. if the data subject becomes aware or believes that the Controller is processing personal data in a manner contrary to the Regulation, the data subject has the right to lodge a complaint with a supervisory authority);
- g) the right to unsubscribe from emails- the data subject has the right to tell the Seller at any time that he or she no longer wishes to receive marketing communications by email. This can be done by clicking on the unsubscribe link provided in each email containing marketing communications, or by emailing the customer's request to office@csbeton.eu;
- h) the right to unsubscribe by mail- the buyer may at any time request to cancel the sending of marketing communications by mail in the manner specified in the specific offer;
- i) the right to unsubscribe from any SMS alerts-the buyer has the right to unsubscribe from any SMS alerts by sending a STOP message back to the five-digit number from which the messages are sent. The buyer will then receive a confirmation of unsubscription from the relevant program;
- j) the right to restrict and object to the processing of personal data -the data subject has the right to have the Controller restrict the processing of personal data if the data subject contests the accuracy of the data (and for the time necessary for the controller to verify the data), if the processing is unlawful or if the Controller no longer needs the personal data but the data subject requests that the data be left. If the data subject objects to the processing, the processing will be restricted until it is verified that the legitimate grounds of the controller override the legitimate grounds of the data subject.

19. All documents and documents on which personal data are indicated are kept in locked premises of the Controller to which third parties do not have access.

20. Personal data that are stored electronically are protected against access by third parties and possible misuse by access passwords. Physical media of electronic information shall be protected against unauthorised access by third parties and personal data stored on the media shall also be protected by antivirus protection.

21. The Controller shall ensure technical, organisational, personnel and other appropriate measures within the meaning of the Regulation to be able to demonstrate at any time that the processing of personal data is carried out in accordance with the Regulation so that unauthorised or accidental access to, alteration, destruction or loss of, unauthorised transmission of, or other unauthorised processing of, personal data and data media containing such data, as well as other misuse of such data, cannot occur.

22. The buyer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, to the sending of commercial communications by the Seller to the buyer's electronic address or telephone number.

23. When visiting a website, viewing or clicking on an online advertisement (including advertisements placed on third party websites), visiting a social networking site or downloading one of the Seller's applications, certain data about the use of that site and the buyer's device is also collected by automated means or through technologies such as cookies, embedded web links and web beacons. Cookies are

small text files that are sent from a website to a customer's internet-connected device to uniquely identify the browser or to store information or settings in the browser.

24. The Seller uses technical cookies necessary for the functionality of the website for the aforementioned purpose - internal cookies to ensure the best possible operation and functionality of the website. The buyer has the option to block these cookies and disable them in the settings of his browser. In connection with the receipt of data via cookies, the Seller's web servers may record specific data such as the type of operating system, browser type, domain and other system settings, language, country and time zone in which the device is located. Embedded web links may also record data such as the address of the website from which the buyer was redirected, and the IP address of the device used to connect to the Internet.

9. Delivery

1. Unless another specific method of communication has been agreed between the parties, any communication under the purchase contract shall be made in accordance with this article of the GTC. In addition to other methods of communication agreed between the parties, personal delivery, delivery by registered mail, courier service or electronic mail to the Seller's registered office address shall be deemed effective: Na Zámecké 1518/9, Prague 4, 140 00, email: office@cbsbeton.eu and at the buyer's address and email specified in the order. Notices shall be delivered to the relevant contact address of the other party and shall be deemed to be delivered and effective upon delivery (by mail or electronically), except for the notice of withdrawal made by the buyer, in which case the withdrawal shall be effective if the notice is sent by the buyer within the withdrawal period.

2. In the case of sending a registered letter, a notice is also deemed to have been delivered if its receipt is refused by the addressee, if it is not collected within the storage period or if it is returned as undeliverable.

3. The parties may deliver ordinary correspondence to each other by electronic mail to the electronic mail address indicated in the buyer's user account or indicated by the buyer in the order, or to the address indicated on the Seller's website.

10. Final provisions

1. The Seller has the right to change these GTC at any time. Such amended GTC shall come into force and effect on the date of their publication on the website or on the date specified therein. This provision shall not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. In the legal relationship with a buyer who is not a consumer, the application of the provisions of § 558 paragraph 2, § 1799 and § 1800 of the Civil Code is excluded.

3. The Seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 (1) (e) of the Civil Code.

4. The authority within the meaning of Section 1820(1)(s) of the Civil Code is the competent trade licensing authority within the scope of its competence. Supervision over the protection of personal data is exercised by the Office for Personal Data Protection and supervision over compliance with Act No 634/1992 Coll., on Consumer Protection, as amended, is exercised by the Czech Trade Inspection Authority within the defined scope.

5. In accordance with § 14 of Act No. 634/1992 Coll., on Consumer Protection, as amended, the Seller hereby informs the buyers who are consumers that the subject of out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority, whose Internet address is www.coi.cz. The buyer who is a consumer may use the online dispute resolution platform set up by the European Commission at

<http://ec.europa.eu/consumers/odr/> to resolve a dispute arising from a purchase contract that cannot be resolved by mutual agreement with the seller. The Seller's email address is: office@cbsbeton.eu.

6. If any provision of these Terms and Conditions becomes invalid, ineffective or unenforceable in whole or in part, the remainder of the provision shall remain in full force and effect and the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision.

7. If the relationship established by the contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to the consumer's rights under generally binding legislation.

8. These GTC come into force and effect on the date 27th June 2024

In Prague on 27th June 2024

Withdrawal form

(sample form for withdrawal from the purchase contract by the consumer within 14 days from the date of receipt of the goods)

Send the completed form to the Seller's address: office@cbsbeton.eu

In accordance with the provisions of § 1829 (1) of the Civil Code No. 89/2012 Coll., **I hereby withdraw from the purchase contract** concluded with the Seller, Česká betonářská společnost ČSSI, z.s., pobočný spolek, with its registered office at Na Zámecké 1518/9, Prague 4, 140 00, ID No.: 708 02 408, VAT No.: CZ70802408, registered in the Association Register kept by the Municipal Court in Prague, Section L, Insert 49984

Order number/tax document number:	
Name and surname:	
Address:	
E-mail address:	
Specification of goods:	
Bank account number for reimbursement of all financial means received , including the cost of the cheapest method of delivery, but excluding the cost of returning the goods - or specify another method of reimbursement that will not incur any cost to you	<ul style="list-style-type: none">- In the case of payment through a payment gateway, the Seller will refund to the buyer all funds received from the buyer through the same payment gateway.- In the case of payment on delivery, the Seller shall return to the buyer all funds received from the buyer by wire transfer to the account specified by the buyer or in person to the buyer in cash.

At on

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Signature of the consumer