

BUSINESS TERMS AND CONDITIONS:

Company name:

VirginGrip s.r.o. (Ltd.)

based: **Tisá 382, 403 36 Tisá, the Czech Republic,**

Company Registration Number: 055 79 406

Registered in the Commercial Register at the Regional Court in Ústí nad Labem, the Czech Republic,
Section C, Insert 38496

Sale of goods via on-line store at:

www.virgingrip.com

1. INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter referred to as the “Business Conditions”) of VirginGrip s.r.o. Ltd., registered office at Tisá 382, 403 36 Tisá, the Czech Republic, Identification number: 055 79 406, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem, the Czech Republic, Section C, Insert 38496, hereinafter referred to as the “Seller”) govern the mutual rights and obligations of the parties arising out of or in accordance with the Purchase Contract in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as “the Civil Code” (hereinafter referred to as the “Purchase Agreement”) concluded between the Seller and another individual (the “Buyer”) through the Seller’s Internet Store. The e-shop is operated by the seller on the web site: www.virgingrip.com (hereinafter referred to as the “website”) through the website interface (hereinafter referred to as the “web interface of the store”).

1.2. Business terms do not apply to cases where a person intending to buy the goods from a seller is a legal entity or a person acting on the order of the goods in the course of the business or in their independent pursuit of their profession.

1.3. Provisions derogating from the Business Conditions is to be negotiated in the Sales Contract. Other arrangements in the Sales Contract are prior to over the provisions of the Business Conditions.

1.4. Business Conditions are an integral part of the Sales Contract. The Purchase Agreement and the Business Conditions are in the Czech language. The Purchase Contract is to be concluded in the Czech language.

1.5. The seller is entitled to change or add the wording of the Business Conditions. Such commitment is has no impact on the rights and obligations arising within the period of validity of the previous version of the Business Conditions.

2. THE USER ACCOUNT

- 2.1. The buyer can access the user interface based on the buyer's Website Registration. From its user interface, the buyer can perform the ordering of goods (hereinafter referred: "User Account"). Providing the web interface store available, the buyer can also order goods without registration; directly from the Web Store interface.
- 2.2. When Signing-up or ordering goods via the Website, the buyer is required to truly state all personal data truly and correctly. Shall there be any changes within the User Account, the User is required to update the Account in accordance with such changes. Therefore, placing order, the data (provided by the buyer within the User Account or the Seller) is considered correct.
- 2.3. The User Account Access is secured by a User Name and Password. Regarding the access information to the User Account the buyer is required to act confidentiality.
- 2.4. The buyer has no authorization to pass the use of the User Account onto a third party.
- 2.5. Providing the User Account has not been active for over a period of 12 months, or the buyer breaches in the sales contract, including Business Terms, the seller is fully entitled to cancel deactivate such User Account.
- 2.6. The buyer is fully aware of occasional disconnection of the User Account access; due to technical HW/SW maintenance on the vendor or third part behalf.

3. SIGNING AN AGREEMENT

- 3.1 The goods presented on Web Store Interface (hereinafter referred to: WSI) are presented for informative purposes only and the seller has no obligation to conclude a purchase contract for such. Section§ 1732 (2) of the Czech Civil Code does not apply.
- 3.2. Regarding the goods, the WSI contains information about the goods, including the price indication of each item as well as refund conditions (providing an item to be returned is of such character that cannot be returned via mail.) Goods' prices include V.A.T. and fees added. Product prices remain valid for the period of being displayed on the WSI. This provision does not limit the seller's entitlement to commit a purchase contract upon individual agreement.
- 3.3. The WSI also includes information related to the stock packaging and delivery conditions and applies for the Czech Republic only.
- 3.4. To order the goods via WSI , the order form is to be filled out by the buyer, containing in particular:

3.4.1. Goods ordered (entered into WSI e-shopping card)

3.4.2. Way of the purchase payment, delivery details required

3.4.3. Delivery costs (further on as: "Order").

3.5. Prior to sending the Order to the seller, the buyer is entitled to check and modify the data the buyer has entered into the Order. The buyer's permitted to identify and correct errors which have occurred. The Order is sent by the buyer to the seller by clicking the "Order" button. The details given in the Order are considered correct. Successful delivery of the Order is due to be confirmed by the Seller via e-mail, to the buyer's e-mail address listed in the User Account or in the Order (hereinafter referred: "Buyer's e-address").

3.6. The seller's behalf is entitled to claim additional details due to the Order specifics, (quantity, purchase price, estimated transport costs). The part is entitled to contact the buyer in order to confirm the Order (e.g. via phone, in written, etc.)

3.7. The seller's and the buyer's became contractually linked upon the delivery acceptance of the Order and is sent to the buyer via e-mail, to the buyer's contact details.

3.8. The buyer agrees to use non-face to face means of communication concluding the purchase contract, (e.g. Internet cost, telephone call costs etc.) Such costs are fully covered by the buyer's behalf, providing it does not alter from basic charges.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

4.1. Under the Purchase Contract, the buyer may commit the payment for the goods and delivery in the following manner:

- in cash at: Tisá 333, 403 36 Tisá, the Czech Republic;
- in cash according to the buyer's requirements within the Order;
- bank transfer onto: account No. 277370354/0300, registered with ČSOB (hereinafter referred "Seller Account");
- via PayPal system,;
- via credit card;

4.2. Atop the purchase price, the buyer is required to cover the packaging and delivery costs at the rate agreed. Unless otherwise specified, the purchase price and the costs associated with the delivery of the goods are further understood.

4.3. The seller does not claim any deposit or other similar payment in advance. This means no prejudice to the provisions of 4.6. of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4 Cash payment or cash delivery of the purchased price is payable upon its acceptance. Non-cash payment to be made within 3 days post the purchase contract concluded.

4.5. Upon non-cash payment, the buyer is required to include payment reference number of the purchase price. The purchaser's obligation to pay the purchase price is understood as fulfilled upon the relevant amount got successfully transferred onto the seller's account.

4.6. Providing the buyer does not receive an additional Order confirmation (Article 3.6), the seller is entitled full payment of the purchase matter before it has been dispatched to the buyer. § 2119 (1) of the Czech Civil Code does not apply.

4.7. Discount price supplied by the seller is for one item each and does not apply to more than one item at a time.

4.8. The seller is obliged to issue a tax included receipt-invoice to the purchaser providing it is customary within the trade or under legal regulations, in respect of payments made under the purchase contract. The seller is a VAT taxpayer. The tax included receipt-invoice is issued by the seller to the purchaser after paying the price of the goods and is obliged to send it to the e-mail address of the buyer.

5. CONTRACT WITHDRAW CONDITIONS

5.1. In accordance with § 1837 of the Czech Civil Code, The Buyer is, inter alia, fully aware of the following:

The Contract cannot be withdrawn providing the product had been altered upon the buyer's previous request.

The Contract cannot be withdrawn providing the product expiration period is short by its nature.

The Contract cannot be withdrawn providing the delivery has been irreversibly mixed with other goods. The Contract cannot be withdrawn for goods in sealed packaging once unpacked. Such goods cannot be returned for hygienic reasons.

The Contract cannot be withdrawn for the delivery of a sound or pictorial recording or a computer program, both original.

5.2. In accordance with Section 1829 (1) of the Czech Civil Code and providing the case is not referred within 5.1 of the Terms and Conditions, or providing the Contract cannot be withdrawn, the buyer is entitled to withdraw from the Purchase Contract up to fourteen (14) days from the delivery date.

Providing the delivery consists of several types of goods or the delivery of several parts of the purchase contract, this period runs from the date of the last delivery. The withdrawal from the Contract must be sent to the seller within the period specified in the previous sentence. In order to withdraw from the Contract, the buyer may use the Withdraw template provided by the seller in the Condition Appendix.

The withdrawal from the Contract is made by the buyer, inter alia, to the seller's address or to the seller's e-mail: sales@virgingrip.com

5.3. In the event of the Contract withdrawal 5.2 of the Conditions, the purchase Contract is cancelled from the Contract issue date. The goods must be returned to the seller within 14 (fourteen) days since the Contract withdrawal to the seller. Providing the buyer withdraws from the purchase Contract, the buyer bears the costs associated with the return of the goods to the seller, even in cases the goods cannot be returned by their usual postal route.

5.4. In the event of withdrawal under Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within 14 (fourteen) days of withdrawal from the Purchase Agreement in the same manner as the Seller has accepted from the Buyer. The seller is also entitled to return the performance provided by the buyer upon returning the goods to the buyer or otherwise, provided the buyer agrees and does not incur any additional costs to the buyer. Providing the buyer withdraws from the purchase Contract, the seller is not obliged to return the received funds to the buyer until the buyer returns the goods or proves the goods have been dispatched to the seller.

5.5. The seller is entitled to indemnify unilaterally the buyer's claim for a refund of the purchase price.

5.6. Providing the buyer has the right to withdraw from the Contract in accordance with the provision of section 1829 (1) of the Czech Civil Code, § 1829 the seller is also entitled to withdraw from the Contract at any time providing the goods got acquired by the buyer. In such a case, the seller shall return an amount of the purchase price to the buyer, to the account specified by the buyer without further due.

5.7. Providing a gift is supplied to the buyer along with the goods, the Gift Agreement between the seller and the buyer is concluded only in the event of the buyer's withdrawal from the purchase contract, which means the gift agreement has repealed and the buyer is obliged to return the goods and the gift to the seller it was supplied by.

6. TRANSPORTATION AND SUPPLY OF GOODS

6.1. Providing the mode of transport is agreed upon according to the buyer's special requirement, the buyer bears the risk of any additional costs associated with this mode of transport.

6.2. Providing the seller is obliged to deliver the goods in the place specified by the buyer within the Order, according to the purchase Contract, the buyer is obliged to accept the goods upon delivery.

6.3. Repeated delivery or its manner other than that stated in the Order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, respective costs added associated with non-standard ways of delivery.

6.4. Upon the goods acceptance from the transporter, the buyer is obliged to check the integrity of the

packaging of the goods and, in the event of any defects, to notify the carrier without undue delay. In the event of a violation of the packaging indicating unauthorized entry into the consignment, the buyer does not accept delivery of the consignment from the carrier.

6.5. Other parties' rights and obligations in the carriage of goods may be altered within the Seller's Specific Delivery Terms, providing the seller has issued such.

7. RIGHTS OF DEFECTED PERFORMANCE

7.1. The rights and obligations of the parties regarding defective performance applied as stated within generally binding legal regulations ((in particular § of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Czech Civil Code and Consumer Protection Act 634/1992 Coll. as amended).

7.2. Regarding the goods, the seller is obliged to supply the buyer with goods featuring no defects. In particular, upon the buyer's acquisition, the seller's behalf bears responsibility for the goods, as followed:

7.2.1. The goods are of characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described or which the buyer expects regarding the nature of advertised features of such goods.

7.2.2. The goods meet its quality proclaimed by the terms of use stated by the seller or their usual purpose.

7.2.3. The goods exhibit properties agreed by both parts, by realizations of a sample agreed or a model template; providing the quality remains in accordance with the sample or the template.

7.2.4. The goods are of appropriate quantity, degree or weight and

7.2.5. The goods comply with legal requirements.

7.3. The provisions 7.2 of the Conditions do not apply to goods sold at a lower price for a defect for which the price agreed lowered; for used goods-wear due to the terms of Use, for the quality proven goods proved to the buyer upon the purchase act, or providing resulted by its nature.

7.4. Regarding a defect within six months from the date of purchase, the goods are deemed to have been defective already at the purchase act. The buyer is entitled to claim the right to a defect that occurs on consumer goods within twenty-four months of the purchase act.

7.5. Rights of defective performance are exercised by the buyer at the seller's premises or address, where acceptance of the claim is possible regarding the range of goods sold, eventually at the registered office or business location.

7.6. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's Claim conditions.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

8.2. The seller is not bound by any codes of conduct related to the buyer in terms of § 1826 (1) e) the Czech Civil Code.

8.3. The extrajudicial settlement of the consumer litigation from the sales agreement to be subject to The Czech Commercial Inspection, with the registered office; Česká obchodní inspekce; at Štěpánská 567/15, 120 00 Praha 2, the Czech Republic IČ: 000 20 869, Internet address: <http://www.coi.cz>

8.4. The seller is authorized to sell the goods on the basis of a Trade License (Živnostenské oprávnění). The trade license inspection is implemented by the relevant Trade-licence Office within its competence. Supervision of the personal data protection is implemented by the Office for Personal Data Protection. The Czech Trade Inspection (Česká obchodní inspekce) exercises, among others, the supervision of the observance of Act No. 634/1992 Coll., On Consumer Protection, as amended.

8.5. The buyer is fully aware of possible changing circumstances may occur in accordance with § 1765 (2) of the Czech Civil Code.

9. PERSONAL DATA PROTECTION

Terms and conditions

- 1) Pursuant to the provisions of the Regulation (EU) of the European Parliament and the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "GDPR") you hereby grant your consent VirginGrip s.r.o with its seat in Tisá 382, 403 36 Tisá, Czech republic, (company ID no.: 05579406) hereinafter referred to as the "Controller") to process your personal data:
 - full name
 - phone number
 - e-mail (hereinafter referred to as "Personal Data")
 - address (hereinafter referred to as "Personal Data")
- 2) We process Personal Data based on your explicit consent.
- 3) Your Personal Data is processed for the purposes of processing your requests for delivery of ordered goods by our company.

- 4) Processing period: 1 year of the consent date. Once the said period expires, we shall duly delete your data.
- 5) Personal Data is processed by the Controller, however, it can be also processed by the following Processors: Hosting provider - Northhub, Šaldova 894/5, 400 01 Ústí nad Labem-město, (company ID no.: 68437820)
- 6) You hereby give your explicit consent to the above-mentioned processing. Personal data is provided on the voluntary basis. You can always revoke your consent by simply clicking on this link: **Unsubscribe**.
- 7) Subject to the GDPR Regulation you have the following rights:
 - a. to withdraw your consent at any time;
 - b. to request information about Personal Data processing from us;
 - c. to request access to Personal Data from us;
 - d. to request that we rectify imprecise Personal Data, that we supplement or update it, if applicable;
 - e. to request that we immediately erase personal data;
 - f. to request that we restrict Personal Data processing;
 - g. to request that we transmit Personal Data in a machine-readable format;
 - h. in case of any doubts as to the lawfulness of the Personal Data processing you can contact our company via grip@virgingrip.com

10. COOKIES COMMERCIAL MAIL & COOKIES DOWNLOAD

10.1. The buyer agrees to provide the goods related information, services or business to the buyer's electronic address and agrees to send the sales announcements to the buyer's e-address.

10.2. Buyer agrees to store so-called cookies on his computer. Providing the purchase on the website and the seller's obligations under the purchase contract are fulfilled without the so-called cookies being stored on the purchaser's computer, the buyer is entitled to withdraw the consent under the preceding sentence at any time.

11. DELIVERY CONDITIONS

11.1. Deliveries to the buyer are sent to the buyer's e-address.

12. FINAL PROVISIONS

12.1. Providing the relation based on the sales Contract contains an international (foreign) element, the parties agree that acts performed are under the Legislation of the Czech Republic. This does not affect the consumer's rights under generally binding legal regulations.

12.2. Providing some of such provisions of the Terms and Conditions act or become invalid or

ineffective, instead of the invalid clauses, a provision occurs. Such provisions approximate the terms up to a maximum extent. The invalidity or ineffectiveness of such provision is with no prejudice to the validity of other provisions.

12.3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and secured.

12.4. The Appendix on Terms and Conditions contains a withdrawal template from the purchase Contract.

12.5. Seller's delivery address:
VirignGrip s.r.o, Tisá 382, 403 36 Tisá, the Czech Republic,
e-mail address: sales@virigngrip.com,
phone: +420 724 482 300.

In Tisá, 25.5.2018

Appendix:

Notice of withdrawal

The addressee

VirginGrip s.r.o, Tisá 382 403 36 Tisá, the Czech Republic
sales@virgingrip.com

I hereby withdraw from the Purchase Contract for these Goods (*)

- Date of order (*) / Date of receipt (*)
- The buyer's name and surname
- The buyer's address

Signature of consumer / consumer (only if this form is paper based)

Date

() Delete as appropriate or complete the data.*