

1. INTRODUCTORY PROVISIONS

1. These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of the company GreenplantationCom s.r.o., with registered office at Hradisko 467, Luhačovice 76326, Czech Republic, identification number: 17944759, registered in the Commercial Register kept at the Regional Court in Brno, file number 132099, section C, insert 132099 (hereinafter referred to as "Seller") regulate in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "Purchase Contract") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online shop. The online shop is operated by the Seller on the website located at www.greenplantaion.com (hereinafter referred to as the "Website"), through the interface of the Website (hereinafter referred to as the "Shop Web Interface").
2. The Terms and Conditions do not apply if the person intending to purchase goods from the Seller is a legal person or a person acting in the course of his business or profession when ordering goods.
Provisions deviating from the terms and conditions may be agreed in the contract of sale. Deviating provisions in the contract of sale take precedence over the provisions of the terms and conditions.
The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The Purchase Contract may be concluded in Czech, Slovak, Polish, Hungarian, English, German, Italian, French, Dutch and Spanish. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

2. USER ACCOUNT

1. Based on the buyer's registration made on the website, the buyer can access his user interface. From his/her user interface, the Buyer can order goods (hereinafter referred to as "user account"). If the web interface of the Shop allows it, the Buyer can also order goods without registration directly from the web interface of the Shop.
2. When registering on the website and when ordering goods, the Buyer is obliged to provide all the information correctly and truthfully. The Buyer is obliged to update the information provided in the user account whenever it changes. The information provided by the Buyer in the user account and when ordering goods is considered correct by the Seller.

3. Access to the user account is secured by a user name and password. The Buyer is obliged to maintain the confidentiality of the information necessary to access his user account.
4. The Buyer is not entitled to allow third parties to use the user account.
5. The Seller may terminate the user account, in particular if the Buyer has not used his/her user account for more than 2 years or if the Buyer breaches his/her obligations under the Purchase Agreement (including the Terms and Conditions).
6. The Buyer acknowledges that the User Account may not be available continuously, in particular with regard to necessary maintenance of the Seller's hardware and software equipment or necessary maintenance of third party hardware and software equipment.

3. **CONCLUSION OF THE PURCHASE CONTRACT**

1. All presentation of goods placed in the web interface of the shop is informative and the seller is not obliged to conclude a purchase contract regarding these goods. Section 1732(2) of the Civil Code shall not apply.
2. The web interface of the shop shall contain information about the goods, including the prices of the individual goods and the costs for returning the goods if they cannot be returned by normal postal means by their nature. The prices of the goods are inclusive of value added tax and all related charges. The prices of the goods remain valid for as long as they are displayed on the web interface of the shop. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms.
3. The web interface of the shop also contains information on the costs associated with the packaging and delivery of the goods. The information on the costs associated with the packaging and delivery of the goods provided in the web interface of the shop is valid only in cases where the goods are delivered within the territory of the Czech Republic.
4. To order goods, the buyer shall fill in the order form in the web interface of the shop. The order form contains in particular information about:
 1. the goods ordered (the goods ordered are "inserted" by the buyer into the electronic shopping cart of the web interface of the shop),
 2. the method of payment of the purchase price of the goods, information on the desired method of delivery of the ordered goods, and
 3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "order").
5. Before sending the Order to the Seller, the Buyer is allowed to check and change the data entered by the Buyer in the Order, including with regard to the Buyer's ability to detect and correct errors arising from the data entered in the Order. The Buyer sends the order to the Seller by clicking on the "Order" button. The data provided in the order are considered correct by the Seller. The Seller shall confirm receipt of the order to the Buyer immediately upon receipt by e-mail to

the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").

6. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the order (e.g. in writing or by telephone).
7. The contractual relationship between the Seller and the Buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic mail address.
8. The Buyer agrees to the use of remote means of communication in concluding the purchase contract. The costs incurred by the Buyer in using distance communication means in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by the Buyer, without any difference from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

1. The Buyer may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Contract to the Seller in the following ways:
 1. in cash at the Seller's premises at Masarykova 149, Luhačovice 76326, Czech Republic;
 2. in cash on delivery at the place specified by the Buyer in the order;
 3. by wire transfer to the Seller's account 2102445018 / 2010, maintained at Fio banka a.s. (hereinafter referred to as the "Seller's account");
 4. in cash via the Comgate payment system;
 5. cashless by credit card;
 6. through a credit provided by a third party.
2. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
3. The Seller does not require a deposit or any other similar payment from the Buyer. This is without prejudice to Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.
4. In the case of payment in cash or in the case of payment on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within 7 days of the conclusion of the purchase contract.
5. In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.
6. The Seller shall be entitled, in particular in the event that the Buyer fails to confirm the order subsequently (Article 3.6), to require payment of the full

purchase price before the goods are dispatched to the Buyer. Section 2119 (1) of the Civil Code shall not apply.

7. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.
8. If it is customary in the course of business or if it is provided for by generally binding legal regulations, the seller shall issue a tax document - an invoice - to the buyer in respect of payments made under the purchase contract. The Seller GreenplantationCom s.r.o. is a payer of value added tax. The tax document - invoice shall be issued by the Seller to the Buyer after payment of the price of the goods and sent in electronic form to the Buyer's electronic address.
9. According to the Sales Records Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online; in case of technical failure, within 48 hours at the latest.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

1. The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, the Buyer may not withdraw from, among other things, a contract of sale for the supply of goods that have been modified according to the Buyer's wishes or for the Buyer's person, a contract of sale for the supply of perishable goods, as well as goods, from a contract for the supply of goods which have been irretrievably mixed with other goods after delivery, from a contract for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygienic reasons, and from a contract for the supply of an audio or visual recording or a computer program if the original packaging has been damaged.
2. Unless the case referred to in Article 5.1 of the Terms and Conditions or any other case in which the purchase contract cannot be withdrawn from, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods, in accordance with the provisions of Section 1829(1) of the Civil Code, where the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. The withdrawal from the purchase contract must be sent to the Seller within the period specified in the previous sentence. For withdrawal from the purchase contract, the buyer may use the sample form provided by the seller, which is an annex to the terms and conditions. The Buyer may send the withdrawal from the Purchase Contract, inter alia, to the Seller's business address or to the Seller's e-mail address store@greenplantation.com .
3. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The goods must be returned by the Buyer to the Seller within fourteen (14) days of the delivery of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear

the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

4. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract in the same manner as the Seller received them from the Buyer. The Seller shall also be entitled to return the performance provided by the Buyer already upon return of the goods by the Buyer or in another manner, provided that the Buyer agrees and no additional costs are incurred by the Buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.
5. The Seller is entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
6. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time until the buyer takes delivery of the goods. In this case, the seller shall refund the purchase price to the buyer without undue delay, without any delay, by cash to the account designated by the buyer.
7. 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 together with the goods to the Seller.

6. **TRANSPORT AND DELIVERY OF GOODS**

1. In the event that the method of transport is agreed upon at the specific request of the buyer, the buyer bears the risk and any additional costs associated with this method of transport.
2. If the seller is obliged under the contract of sale to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take delivery of the goods on delivery.
3. In the event that for reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivery.
4. On receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier. This is without prejudice to the buyer's rights under liability for defects in the goods and other rights of the buyer under generally binding legal regulations.

5. Further rights and obligations of the parties in the carriage of the goods may be regulated by the seller's special delivery conditions, if issued by the seller.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

1. The rights and obligations of the contracting parties with regard to the rights of defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
2. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the goods:
 1. the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
 2. the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
 3. the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,
 4. the goods are in the appropriate quantity, measure or weight; and
 5. the goods comply with the requirements of the legislation.
3. If the defect manifests itself within six months of receipt, the goods shall be deemed to have been defective on receipt.
4. The seller has obligations from defective performance at least to the extent that the manufacturer's obligations from defective performance continue. The buyer is otherwise entitled to exercise the right to claim for a defect that occurs in the consumer goods within twenty-four months of receipt. If the period of time for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time. If the buyer has rightly accused the seller of a defect in the goods, the time limit for exercising rights under the defective performance and the warranty period shall not run for the period during which the buyer cannot use the defective goods.
5. The provisions set out in Article 7.4 of the Terms and Conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to wear and tear caused by normal use of the goods, to a defect in the case of used goods corresponding to the level of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods. The

buyer is not entitled to the right of defective performance if the buyer knew before taking over the goods that the goods were defective or if the buyer caused the defect.

6. The rights of liability for defects in the goods shall be asserted against the seller. However, if the certificate issued to the seller regarding the scope of the rights of liability for defects (within the meaning of Section 2166 of the Civil Code) indicates another person designated to carry out the repair, who is in the place of the seller or in a place closer to the buyer, the buyer shall exercise the right to repair with the person designated to carry out the repair. Except in cases where another person is designated to carry out the repair pursuant to the preceding sentence, the Seller shall be obliged to accept the claim at any establishment where the acceptance of the claim is possible with regard to the range of products sold or services provided, or, where applicable, at the registered office or place of business. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires; as well as a confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification of the rejection of the complaint. This obligation also applies to other persons designated by the Seller to carry out the repair.
7. In particular, the Buyer may exercise his/her rights under the liability for defects in the goods in person at Masarykova 149, Luhačovice 76326, by telephone at +421 944 006 911 or by e-mail at store@greenplantation.com .
8. The Buyer shall inform the Seller of his/her chosen right when notifying the defect or without undue delay after notification of the defect. The Buyer may not change the choice made without the consent of the Seller; this does not apply if the Buyer has requested the repair of a defect that proves to be irreparable.
9. If the goods do not have the characteristics set out in Article 7.2 of the terms and conditions, the buyer may also demand the delivery of new goods without defects, unless this is unreasonable in view of the nature of the defect, but if the defect concerns only a part of the goods, the buyer may only demand the replacement of the part; if this is not possible, he may withdraw from the contract. If, however, this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer is entitled to have the defect remedied free of charge. The buyer is also entitled to the delivery of new goods or the replacement of a part 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. If the buyer does not withdraw from the contract or does not exercise the right to delivery of new goods without defects, to replacement of parts or to repair of the goods, he may demand a reasonable discount. The buyer is also entitled to a reasonable discount if the seller is unable to deliver new goods without defects, replace a part of the goods or repair the

goods, as well as if the seller fails to remedy the defect within a reasonable time or if it would cause the buyer considerable difficulty to remedy the defect.

10. Anyone who has a right under Section 1923 of the Civil Code is also entitled to compensation for the costs reasonably incurred in exercising that right. However, if the seller does not exercise the right to compensation within one month after the expiry of the period within which the defect must be pointed out, the court shall not grant the right if the seller argues that the right to compensation was not exercised in time.
11. Other rights and obligations of the parties relating to the seller's liability for defects may be regulated by the seller's complaints procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

1. The Buyer acquires ownership of the Goods upon payment of the full purchase price of the Goods.
2. 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.
3. Consumer complaints are handled by the Seller via the electronic address store@greenplantation.com. The Seller shall send information on the handling of the Buyer's complaint to the Buyer's electronic address.
4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
5. The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskypotřebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
6. The Seller is authorised to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade licensing authority. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended.
7. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

9. PROTECTION OF PERSONAL DATA

1. The Seller shall fulfil its information obligation towards the Buyer within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation) (hereinafter referred to as the "GDPR") relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiations of the Purchase Contract and for the purposes of the performance of the Seller's public obligations by means of a separate document.

10. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

1. 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. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.
2. The Buyer agrees to the storage of cookies on his computer. In the event that the purchase on the website can be made and the seller's obligations under the purchase contract can be fulfilled without storing cookies on the buyer's computer, the buyer can withdraw the consent according to the previous sentence at any time.

11. FINAL PROVISIONS

1. If the relationship established by the Purchase Agreement contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. By choosing the law according to the previous sentence, the buyer, who is a consumer, is not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
2. If a provision of the terms and conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

3. The Purchase Contract, including the Terms and Conditions, shall be archived by the Seller in electronic form and shall not be accessible.
4. A sample form for withdrawal from the contract of sale is attached to the terms and conditions.
5. Contact details of the Seller: delivery address Masarykova 149, Luhačovice 76326, Czech Republic, e-mail address store@greenplantation.com , telephone +421 944 006 911.