

TRADING CONDITIONS

of trading company
BAGOBAGO, spol. s r.o.
with the registered office at Sudomerice 547, Sudomerice nad Moravou, Postcode 69666
Identification number: 12212890
recorded in the Commercial Register administered by the Regional Court in Brno,, File C,
File No. 83051
For the sale of goods via online store located at the following internet address:
www.bagobago.com

1. INTRODUCTORY PROVISIONS

- 1.1. The present Trading conditions (the "**Trading conditions**" hereinafter) of the trading company BAGOBAGO spol. s r.o., headquartered in Sudomerice 547, Sudomerice nad Moravou, Postcode 69666, Identification number: 12212890, registered in the Commercial Register administered by the Regional Court in Brno, Section C, File No. 83051 (the "**Seller**" hereinafter) adjust, pursuant to the provision of § 1751, par. 1, Act No. 89/2012 Coll., Civil Code of the Czech Republic (the "**Civil Code**" hereinafter) the mutual rights and obligations of the contracting parties associated with or based on a purchase agreement (the "**Purchase Agreement**" hereinafter) entered into by and between Seller and another natural person (the "**Buyer**" hereinafter) by means of the internet store of Seller. The internet store is operated by Seller on website located at the internet address www.bagobago.com (the "**Website**" hereinafter) by means of the Website interface (the "**Web Store Interface**" hereinafter).
- 1.2. The Trading conditions do not apply to cases when a person who intends to purchase goods from Seller is legal entity or entity acting within the frame of their entrepreneurial activity whilst ordering goods, or within the exercise of their own profession.
- 1.3. Any provisions divergent from the Trading conditions can be agreed on in Purchase Agreement. Divergent provisions in Purchase Agreement shall have precedence over the provisions contained in Trading conditions.
- 1.4. The provision of Trading conditions form an integral part of Purchase Agreement. Purchase Agreement and Trading conditions are drafted in the Czech and English language. Purchase Agreement can be entered into in Czech and/or English language.
- 1.5. The wording of Trading conditions can be changed or amended by Seller. This

provision shall not affect the rights and obligations originated throughout the effectiveness of the previous version of Trading conditions.

2. ENTERING INTO PURCHASE AGREEMENT

- 2.1. Any presentation of goods placed at Web Store Interface is on informative nature only, and Seller is not obligated to enter into a purchase agreement for the goods. The provisions of § 1732 par. 2, Civil Code of the Czech Republic, shall not apply.
- 2.2. Web Store Interface contains information about the goods, including the prices of individual items, and costs of goods return, if the goods cannot be returned by post. Prices of goods remain effective as long as they are displayed in Web Store Interface. The above provision does not limit in any manner whatsoever the right of Seller to enter into Purchase Agreement under individually agreed terms.
- 2.3. Web Store Interface further contains information about the costs associated with the packaging and delivery of goods. Information about the costs associated with the packaging and delivery of goods stated in Web Store Interface shall only apply if the goods are delivered from the Czech Republic territory.
- 2.4. To order goods, Buyer shall fill out an order form in Web Store Interface. The order form contains information on:
 - 2.4.1. the goods to be ordered (Buyer shall put the ordered goods in a purchase electronic basket of Web Store Interface),
 - 2.4.2. the method of paying the purchase price of goods, information about the required delivery method of the ordered goods, and
 - 2.4.3. information associated with the costs of goods delivery (further jointly referred to as "**Order**").
- 2.5. Before Order is sent to Seller, Buyer is enabled to check and alter the data Buyer has put in Order, even including the Buyer's authorisation to find out and correct mistakes produced whilst adding the data in Order. Buyer shall send Order to Seller by clicking the "Buy" option. The data stated in Order are considered right by Seller. Seller shall always upon the receipt of Order confirm the receipt to Buyer via electronic mail to the email address of Buyer stated in the user account or in Order (the "**Buyer's electronic address**" hereinafter).
- 2.6. Depending on the character of Order, Seller is always authorised (based on the quantity of goods, the amount of purchase price, and the anticipated freight costs) ask Buyer for additional Order confirmation (for instance written or via telephone).

- 2.7. The contractual relationship between Seller and Buyer originates upon the receipt (acceptance) of Order that is sent by Seller to Buyer via electronic mail to the email address of Buyer.
- 2.8. Buyer agrees to the distant use of communication media on the entering into Purchase Agreement. Any costs that Buyer incurs in the distant use of communication media in association with entering into Purchase Agreement (costs of internet connection, costs of telephone calls) shall be covered by Buyer, whilst these costs do not differ from the basic rate.

3. PRICE OF GOODS AND PAYMENT TERMS

- 3.1. The price of goods and any potential expenses associated with the delivery of goods according to Purchase Agreement shall be paid by Buyer to Seller in any of the following manner:
- by cash on delivery at the place specified by Buyer in Order;
 - via noncash transfer to the account of Seller No. 262 002 858 / 0300, IBAN CZ89 0300 0000 0002 6200 2858 kept with CSOB, a.s. (the "**Seller's account**" hereinafter);
 - via noncash transfer by means of the GoPay payment system;
 - by cashless payment - by payment card.
- 3.2. Along with the purchase price, Buyer is obliged to further reimburse Seller for costs of packaging and delivery of goods in the agreed amount. Unless explicitly stated otherwise, the purchase price further includes costs associated with the delivery of goods.
- 3.3. Seller does not required advance payment or another payment of similar nature. The above provision does not affect the provision of Art. 3.6 of Trading conditions in terms of the obligation to pay the purchase price of goods in advance.
- 3.4. In case of cash payment or payment on delivery, the purchase price is due on the acceptance of goods. In case of noncash payment, the purchase price is due within 3 days following the signing of Purchase Agreement.
- 3.5. In case of noncash payment, Buyer shall pay the purchase price of goods stating the variable symbol of the payment. In case of noncash payment, the Buyer's commitment to pay the purchase price is fulfilled on crediting the amount to the account of Seller.

- 3.6. Seller is authorised, especially if no additional Order confirmation is received from Buyer (as advised in Clause 2.52.6 hereof), to require the payment of the total purchase price yet prior to shipping the goods to Buyer. The provision of § 2119 par. 1, Civil Code of the Czech Republic, shall not apply.
- 3.7. Any potential discounts on the goods provided by Seller to Buyer shall not be mutually combined.
- 3.8. As long as it is common practice in business relations, or as long as it is stated in the generally binding legal regulations, Seller shall issue a tax document - invoice - to Buyer on the payments performed on the basis of Purchase Agreement. Seller is a value added tax payer. Seller shall issue a tax document - invoice - to Buyer upon the payment of the price of goods, in printed form, and attach it to the shipped goods. Seller shall send the tax document - invoice - to Buyer in electronic form to the address of Buyer only if Buyer request so.

4. WITHDRAWAL FROM PURCHASE AGREEMENT

- 4.1. Buyer hereby acknowledges that, pursuant to provision of § 1837, Civil Code, it cannot be withdrawn from Purchase Agreement for the delivery of goods that were adapted upon the request of Buyer or for the person of Buyer, it cannot be withdrawn from Purchase Agreement for delivery of goods that are perishable, it further cannot be withdrawn from Purchase Agreement for delivery of goods that have been upon their delivery irreversibly mixed with other goods, it cannot be withdrawn from Purchase Agreement for the delivery of goods in closed container that the consumer has taken out from the container and such goods cannot be returned for hygienic reasons, and it cannot be withdrawn from Purchase Agreement for the delivery of audio or video record or computer program if their original packaging has been destroyed.
- 4.2. Unless it is the case stated under clause 4.1 or another case when it cannot be withdrawn from Purchase Agreement, Buyer has the right to, pursuant to the provision of § 1829, par. 1, Civil Code, withdraw from Purchase Agreement within fourteen (14) days following the acceptance of goods, whilst in case that the subject of Purchase Agreement are several types of goods, or delivery of several parts, the said term starts running on the day when the last delivery of goods is accepted. The notice of withdrawal from the Purchase Agreement shall be sent to Seller within the term stated in the above clause. Buyer may send the withdrawal from the Purchase Agreement, among other, to the address of the Seller's branch, or to the **address of electronic mail of Seller**: info@bagobago.com.
- 4.3. In case of withdrawal from the Purchase Agreement pursuant to clause 4.2 of

Trading conditions, Purchase Agreement shall be cancelled from the beginning. The goods shall be returned to Seller intact within fourteen (14) days following the date of the withdrawal from Purchase Agreement. Should Buyer withdraw from Purchase Agreement, Buyer shall bear the expenses associated with the return of the goods to Seller, even in case when the goods cannot be returned by post due to their nature.

- 4.4. In case of withdrawal from Purchase Agreement, as advised in clause 4.2 of Trading conditions, Seller shall return any financial resources accepted from within fourteen (14) days following the effective date of the withdrawal by Buyer from Purchase Agreement in the same manner that Seller accepted them from Buyer, or to the account of Buyer stated in written. Seller is further authorised to return any monetary fulfilment provided by Buyer on the return of the goods even in another manner, as long as Buyer agrees to it, and Buyer does not suffer any additional costs. Should Buyer withdraw from Purchase Agreement, Seller is not obliged to return any received monetary fulfilment to Buyer before Buyer returns the goods to Seller.
- 4.5. Seller is authorised to unilaterally include any claim for compensation of damage on goods against the claim of Buyer for return of the purchase price.
- 4.6. Until the goods are taken over by Buyer, Seller is entitled to anytime withdraw from Purchase Agreement. In that case, Seller shall return the purchase price to Buyer without undue delay, via noncash transfer to the account stated by Buyer.
- 4.7. If Buyer is provided a gift together with the goods, the deed of gift between Seller and Buyer is entered into with condition subsequent, that should Purchase Agreement be withdrawn from by Buyer, the deed of gift regarding the said gift is no longer effective, and Buyer is obliged to return even the provided gift to Seller, along with the goods.

5. TRANSPORT AND DELIVERY OF GOODS

- 5.1. Should the way of transport be agreed on the basis of special request of Buyer, Buyer bears the risk and any potential additional expenses associated with that manner of transport.
- 5.2. Should Seller be obliged to deliver the goods pursuant to Purchase Agreement to the place stated by Buyer in Order, Buyer is obligated to take the goods over on the delivery.
- 5.3. If, for any reasons on the part of Buyer, the goods have to be delivered

repeatedly, or in another manner than is stated in Order, Buyer is obliged to pay any expenses associated with the repeated delivery of the goods, i.e. any expenses associated with different delivery manner.

- 5.4. On the acceptance of the goods from the carrier, Buyer is obliged to check the containers of goods for intactness, and, should any defects be found, report that immediately to the carrier. Should any container be found defective, that being a proof of unauthorised intrusion in the shipment, Buyer is not obliged to take that shipment over from the carrier.
- 5.5. Special rights and obligations of the parties concerning the transport of goods can be adjusted by special delivery terms of Seller, if issued by Seller.
- 5.6. The guide for the use and treatment of goods shall be attached to the goods. If, in the use or treatment of goods, Buyer proceeds demonstrably in violation with the attached manual, Buyer shall not be entitled to claim liability of Seller for any defect (damage) of goods occurred for the same reason; Buyer shall not release from liability for any damage to the goods by the use or treatment of those in conflict with the manual referring to the fact that the manual was not attached to the goods, unless Buyer has reported so to Seller at least via email on the receipt of goods.

6. TITLES FROM DEFECTIVE PERFORMANCE

- 6.1. The rights and obligations of the contracting parties from defective performance shall be governed by relevant generally binding legal regulations (in particular by the provisions of § 1914 to 1925, § 2099 to 2117, and § 2161 to 2174, Civil Code).
- 6.2. Seller guarantees to Buyer that the goods feature no defects on the acceptance. Seller further guarantees to Buyer that at the time when Buyer takes the goods over:
 - 6.2.1. The goods feature properties agreed by the parties, and should any arrangement be missing, that the goods feature such properties that were described by Seller or by the manufacturer, or that were expected by Buyer with regard to the character of the goods and based on the promotion presented by those,
 - 6.2.2. The goods suit to the purpose that is stated for their use by Seller, or to which goods of that type is usually used for,
 - 6.2.3. By its quality or design, the goods conform to the agreed sample or matrix, if the quality or design were determined upon an agreed sample or matrix;

6.2.4. The goods is in the corresponding quantity, extent or weight, and

6.2.5. The goods comply with the requirements of legal regulations.

- 6.3. The provisions contained in clause 6.2 of Trading conditions shall not apply to any goods sold at a price lower due to any defect for which that lower price has been agreed, to any wear of the goods caused by their typical use, used goods to any defect corresponding with the extent of use or wear, to any defect that the goods featured on their acceptance by Buyer, or if results so from the nature of the goods.
- 6.4. Buyer is entitled to exercise the right of defect that occurs in consumer goods within a twenty four-month term following the acceptance.
- 6.5. Buyer shall claim right from defective performance with Seller at the address of the Seller's branch where the acceptance of complain is feasible considering the assortment of the goods sold, alternatively at the registered office or place of business. The moment when Seller receives claimed goods from Buyer shall be deemed the moment of lodging the complaint.
- 6.6. Any additional rights and obligations of the parties concerning the liability of Seller for defect can be adjusted by the complaint procedure of Seller.

7. ADDITIONAL RIGHTS & OBLIGATIONS OF PARTIES

- 7.1. Buyer acquires ownership to the goods upon the payment of full purchase price of the goods.
- 7.2. In relation with Buyer, Seller is not bound by any codes of conduct, within the sense of provision of § 1826 par.1 subpar. e) Civil Code.
- 7.3. Seller deals with out-of-court settlement of consumer complaints by means of electronic address info@bagobago.com. Seller shall send the information regarding the settlement of Buyer's complaint to the electronic address of Buyer.
- 7.4. Seller is authorised to sell the goods based on trade licence. Trade inspection is performed by a competent trade licence office within their powers. Supervision over the area of personal data protection is conducted by the Office for Personal Data Protection. The Czech Trade Inspection supervises, among other, the compliance with the Consumer Protection Act No.634/1992 Coll., as subsequently amended.
- 7.5. Buyer hereby accepts the risk of change of circumstances, within the

interpretation of § 1765 par. 2, Commercial Code.

8. PERSONAL DATA PROTECTION

- 8.1. The personal data of Buyer who is a natural person is provided by Act No. 101/2000 Coll., on Personal Data Protection, as subsequently amended.
- 8.2. Buyer agrees to the processing of the following of his/her personal data: First name and surname, domicile address, identification number, tax identification number, electronic mail address and telephone number (hereinafter jointly referred to as the "**Personal data**").
- 8.3. Buyer agrees to the processing of his/her personal data by Seller for the purposes of the implementation of rights and obligations resulting from Purchase Agreement, and for the purposes of keeping a user account. Should Buyer not select another option, Buyer agrees to the processing of their personal data by Seller additionally for the purposes of sending information and commercial notification to Buyer. The consent with the processing of personal data in full, as advised in the present clause, does not constitute a condition that would as such disable entering into Purchase Agreement.
- 8.4. Buyer hereby acknowledges to be obliged to state their personal data (on registration, in their user account, on ordering from Web Store Interface) correctly and truly, and to notify Seller promptly of any change in their personal data.
- 8.5. Seller is authorised to have a third party as a processor to process the personal data of Buyer. Besides the people transporting the goods, personal data shall not be forwarded to third parties by Seller without the previous consent of Buyer.
- 8.6. Personal data shall be processed for an indefinite period. Personal data shall be processed in electronic form in an automated process, or in printed form in a non-automated process.
- 8.7. Buyer hereby confirms that the provided personal data are precise, and to be familiar with the provision of personal data being voluntary.
- 8.8. Should Buyer anticipate that Seller or processor (clause 8.5) process his/her personal data in a manner that contradicts the protection of private and personal life of Buyer, or that contradicts the law, in particular if personal data are inaccurate with regard to the purpose of their processing, Buyer may:
 - 8.8.1. ask Seller or processor for an explanation,

8.8.2. request that Seller or processor remove that situation.

8.9. If Buyer asks for information regarding processing of his/her personal data, Seller shall provide that information to Buyer. For the provision of information, as advised in the above clause, Seller is entitled to claim reasonable payment that does not exceed the costs necessary for the provision of such information.

9. SENDING COMMERCIAL NOTIFICATIONS AND SAVING COOKIES

9.1. Buyer agrees to be sent information relating to the goods, services or the enterprise of Seller to the electronic address of Buyer, and Buyer further agrees to sending commercial notifications by Seller to the electronic address of Buyer.

9.2. Buyer agrees with saving the co-called cookies in his/her computer. If any purchase on the website can be completed, and the obligations of Seller upon Purchase Agreement fulfilled without saving of cookies in the computer of Buyer, Buyer may anytime recall the consent according to the above clause.

10. DELIVERING

10.1. Buyer can be sent shipments/consignments to the electronic address of Buyer.

11. FINAL PROVISIONS

11.1. If the relation established by Purchase Agreement contains any international (foreign) element, then the parties agree that such relation shall be governed by the Czech law. The above clause shall not effect in any manner whatsoever the rights of consumer based on the generally binding legal regulations.

11.2. Should any of the provisions of Trading conditions be invalid or ineffective, or become such, it shall be replaced with another provision the meaning of which is as close as possible to the invalid one. Invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions.

11.3. Purchase Agreement and Trading conditions are archived by Seller in electronic form, and are not available.

11.4. Contact details of Seller: Delivery address: Sudomerice 547, Sudomerice nad Moravou, 69666, electronic address: info@bagobago.com; telephone: +420 732 827 251.

In Sudomerice, June 4, 2015

Ing. Roman Hudeček
Executive head