

CASELINER s.r.o. General Terms and Conditions, "Consumer" Section

These general terms and conditions, "consumer" section (hereinafter "Terms and Conditions") have been drawn up pursuant to Act No. 634/1992, on consumer protection, and Act No. 89/2012, the Civil Code, as amended. The Terms and Conditions apply to contractual relationships between CASELINER s.r.o. and the purchaser/consumer during purchase of goods from CASELINER s.r.o.

By placing an Order, the purchaser/consumer confirms that he has familiarized himself with these Terms and Conditions and that he agrees with them. Unless specified otherwise in these Terms and Conditions, divergent specification of the parties' rights and obligations explicitly stipulated in the Order takes precedence over provisions of the Terms and Conditions.

1. Definitions

The "Vendor" or "CL" is a corporate subject: CASELINER s.r.o., ID: 28500164, with offices at: Nad Jezerem 568, 252 42 Vestec, whose line of business is the purchase, sale, and manufacture of Goods, which during fulfillment acts within the scope of its mercantile or other business activity.

The "Consumer" or "Buyer" is the end customer to whom CL sells goods. The Consumer is a subject that outside the scope of its business activity or outside the scope of the independent performance of his profession concludes a contract with the Vendor or otherwise deals with him.

The "Contract" is a purchase contract or other contract, if the contracting parties are the Consumer as one party and the Vendor as the other, that is created based on a valid Order. These Terms and Conditions are an integral part of each Contract concluded between the Consumer and the Vendor.

"CL Goods" or just "Goods" are goods manufactured and/or distributed by CL (primarily PIT EQUIPMENT, or part thereof).

"PIT EQUIPMENT" is a complete portfolio of motor racing team equipment, from special transport and storage equipment, static box equipment, pit stalls, and electronic LED time display panels to VIP facilities and accessories, and represents one of CL's main activities.

A "Custom Product" or "Custom Goods" are goods prepared and manufactured according to the Consumer's requirements.

"Retail Prices" are prices listed in [Appendix 1](#).

2. Processing of Personal Data

The Vendor pledges to uphold **Act No. 101/2000, on the protection of personal data**. All personal data is confidential and shall be used solely to fulfill the Contract with the Buyer, and shall not be published in any way or provided to a third party, except for situations related to fulfillment of the Contract. By entering into the Contract, the Buyer agrees with the processing of his personal data in the Vendor's database.

This processing and collection of personal data may be used for fulfillment of the Contract and for purposes of offering sales and services to the Buyer. The Buyer provides his data voluntarily, nevertheless, its provision is contingent on conclusion of the Contract or another obligation. The Buyer is aware that through the purchase of the Goods he does not incur any rights to use business names, company logos, trademarks, etc., unless stipulated otherwise in a specific case by special provisions.

3. Ordering, Conclusion of the Contract, Delivery of CL Goods

CL Goods can be ordered in the following ways:

- via email to the Vendor's address (order@caseliner.eu)
- via a letter addressed to the Vendor's business premises (Nad Jezerem 568, 25242 Vestec)

An **Order** is defined as a written or email purchase of CL Goods. An order must contain the codes of the CL Goods, text specifications, and the number of units of the Goods. An Order shall be considered as having been received and thus valid after written (i.e. written or email) approval of the Order by the Vendor (hereinafter the "Order" or "Contract").

The Buyer will receive the Goods for the price applicable at the moment it is ordered.

CL hereby pledges to deliver the CL Goods in the amount stipulated in the Order and by the date agreed upon according to availability, after the purchase price has been paid in accordance with these Terms and Conditions.

The Consumer hereby acknowledges that CL also distributes Goods from other manufacturers, manufacturing subcontractors, and distributors (see Appendix 1), and thus if Goods are delivered later than the agreed-upon date due to a different manufacturer, manufacturing subcontractor, or distributor, or due to a shipper, CL is not responsible for this late delivery of Goods.

Unless specified otherwise in the Contract, specifically in the confirmed Order, CL shall fulfill its obligation to **deliver the Goods** by placing the Goods at the disposal of the Consumer at its business premises at Nad Jezerem 568, Vestec:

- i.e. it shall permit the Consumer to **personally pick up** the Goods at its business premises at Nad Jezerem 568, Vestec (EXW Nad Jezerem 568, Vestec); or
- **CL shall arrange suitable shipping of the Goods for the Consumer** to a destination of his choosing at the Consumer's cost, by a shipper chosen by CL. The Consumer shall pay the costs of shipping the Goods as billed by the forwarder or shipper. The Vendor pledges to inform the Consumer of the fact that the Goods have been sent; or
- **CL shall allow the Goods to be picked up by a Shipper arranged by the Consumer** and transported to a destination specified by him at the Consumer's cost and risk.

The Consumer thus has the right to choose **the pickup method for the Goods** in the Order: at the Vendor's business premises in person, or by a shipper

selected by CL, or a shipper selected by the Consumer, at the Consumer's cost. If the Consumer arranges his own shipping, he must respect the opening hours of CL's warehouse and agree with CL in advance on the date and time the Goods will be picked up. The Consumer does not have the right to ask that the Goods be picked up prior to the delivery date agreed upon in the Order.

If the Consumer does not pick up the Goods for more than 14 days, this constitutes a serious breach of his contractual obligations and CL has the right to withdraw from the Contract (from the Order). If the Consumer does not take delivery of the Goods at the destination for reasons on his end, he bears all costs related to repeated sending of the Goods to the destination.

If CL places the Goods at the disposal of the Consumer and the Consumer breaches conditions agreed upon in the Order by failing to take delivery of the Goods by the agreed-upon date, CL shall take appropriate measures to store the Goods. If the Consumer is more than 14 days late in taking delivery of the Goods, CL is authorized (but not obliged) to ask the Consumer to pay storage fees in the amount of 5 % of the purchase price of the Goods (excluding VAT) per each week or part thereof late.

CL pledges that it shall pack the Goods in suitable manner to preserve and protect them during transport.

The Consumer must pay CL handling costs if the purchase price of the Goods does not exceed 5000 CZK excluding VAT. Handling costs are stipulated pursuant to CL's current price list or by agreement, see the Catalogue (Appendix 1).

4. Price and Payments

The Consumer pledges to pay CL the purchase price for Goods delivered in the amount stipulated in **the price list or catalogue (Appendix 1)**. Prices listed in [Appendix 1](#) do not include VAT, and are in CZK or EUR.

The Vendor shall issue a tax document (invoice) for the purchase price of the CL Goods and shall deliver it to the Consumer.

The contracting parties have agreed that the Consumer must **pay CL the purchase price in full prior to delivery of the Goods**, unless specified otherwise in writing.

Payment of the purchase price is defined as crediting of the relevant amount to **CL's account** in CZK 43-3635650297/0100 in EUR 43-3731160247/0100, or payment of the purchase price **in cash or with a payment card** at CL's business premises.

The contracting parties have hereby agreed that in the case of an Order for **Custom Goods**, the Consumer must pay CL 100 % of the purchase price even if the Contract is subsequently terminated for any reason whatsoever, unless the contracting parties agree otherwise.

Unless CL and the Consumer come to a different mutual agreement, tax documents (invoices) are due in 14 calendar days after they are issued.

If an invoice does not have the essentials of a tax document required by law, the Consumer has the right to return the invoice to CL for correction or amendment by the due date on the invoice. Until the corrected invoice is returned, the Consumer is not late in paying the purchase price. If the Consumer claims the right to have the invoice corrected later, this claim has no suspensory effect on the Consumer's obligation to pay the purchase price based on the invoice.

5. Withdrawal from or Termination of the Contract

When a Contract (Order) is concluded using means of distant communication (§ 1820 of the Civil Code) the Consumer has the right to withdraw from the Contract within 14 days of the day the Consumer or a subject specified by the Consumer (other than a shipper) takes delivery of the Goods, or the last part of the Goods, if the delivery involves several types of Goods or delivery of several parts (§ 1829 of the Civil Code). In order to meet the deadline for withdrawal from the Contract, it is sufficient to send notice of withdrawal from the Contract to the Vendor prior to the expiry of the relevant deadline.

A Consumer may not withdraw from a Contract (§ 1837 of the Civil Code)

- concerning the provision of services if they were fulfilled with his prior explicit agreement prior to the expiry of the deadline for withdrawal from the Contract;
 - concerning the delivery of Goods that were customized according to the Consumer's wishes or for him, especially concerning delivery of Custom Goods;
 - concerning repairs or maintenance performed at a location specified by the Consumer at his request; this, however, does not apply in the case of subsequent performance of repairs other than those requested or delivery of spare parts other than those requested;
 - concerning delivery of an audio or video recording or computer program, if he has tampered with their original packaging;
 - concerning the delivery of digital content, if it was not delivered on a physical medium and was delivered with the Consumer's prior explicit agreement prior to the expiry of the deadline for withdrawal from the Contract.
- If the Consumer claims the right to withdraw from the Contract, he bears the direct costs of returning the Goods. Maximum costs are estimated to be [TO BE FILLED IN] CZK ((§1820(1)(g) of the Civil Code). The Consumer is responsible to the Vendor only due to reduced value of the Goods due to its handling in another manner than that required to familiarize oneself with the nature and properties of the Goods, including functionality (§1833 of the Civil Code). If the Consumer withdraws from the Contract, the Vendor shall, without undue delay and no later than fourteen days after withdrawal from the Contract, refund all monies including delivery costs received from the Consumer based

on the Contract, in the same manner. However, the Consumer must pay an aliquot part of the price in case of withdrawal from a Contract for services whose fulfillment already began. If the Consumer chose a delivery method for the Goods other than the least expensive one offered by the Vendor, the Vendor shall refund the Consumer costs of delivery of the Goods corresponding to the least expensive manner of delivery of the Goods. Monies shall not be refunded to the Consumer before he hands the Goods over to the Vendor or provides proof that the Goods were sent. The Consumer shall send the Goods or hand them over to the Vendor without undue delay and no later than fourteen days after withdrawal from the Contract.

If withdrawing from the Contract, the Buyer must:

- deliver to the Vendor the original of the invoice or purchase receipt on which the Goods are listed with their serial number, if provided, and a warranty sheet, if issued;
- when using a shipping service to return the Goods to the Vendor, package them in suitable packaging (ideally the original packaging) to prevent damage during transport. The Buyer is fully liable for any damage caused during transport;
- deliver the Goods in complete condition, including instruction manual and other documents, cables, and other accessories.

It is appropriate to notify the Vendor of withdrawal from the Contract in writing, and the notification can be included with the returned Goods. The Vendor recommends insuring the Goods prior to sending them. The attached sample form may be used to withdraw from the Contract, but is not mandatory.

If a mutual agreement is not reached on changes to the concluded Contract, for example due to a price change, end of production, etc., the Vendor may withdraw from the Contract within fourteen days of delivery of order confirmation to the Buyer. The Vendor may withdraw from the Contract in writing or electronically via email.

6. Defect Claim Scope, Conditions, and Method

Claims due to defects and rights ensuing from defective performance are fully governed by relevant legislation. The Buyer has the right to lodge a claim due to a defect in Goods for twenty-four months after taking delivery. If the sold item, its packaging, or included instruction manual lists a deadline for use of the item, the Vendor pledges that the item shall be usable during this period for the usual purpose or that it shall maintain its usual properties, from the moment the item (the Goods) is handed over to the Buyer; if the item was sent pursuant to the Contract, from the item's arrival at its destination.

The Rights of the Buyer due to a Defect

If the Goods are defective, the Buyer may request free elimination of the defect on the item or delivery of a new item without defects, unless this is unreasonable due to the nature of the defect. If only a part of the item is defective, it is possible to request replacement of just the defective part. If it is not possible to repair or replace the item, the Buyer has the right to withdraw from the Contract.

If an item has three or more defects or if the same defect occurs for a third time, the Buyer has the right to ask for the item or part thereof to be replaced, or to withdraw from the purchase contract. If the Buyer does not withdraw from the Contract or does not claim the right to delivery of a new defect-free item, he may claim a commensurate discount for replacement of a part thereof or for repair. The Buyer also has the right to a commensurate discount if the Vendor cannot deliver a new item without defects, replace part thereof, or repair the item, as well as if the Vendor does not correct matters within a reasonable amount of time or if the correction would cause the Consumer significant difficulties. If the item has a defect that places an obligation on the Vendor and if the item is sold for a lower price or is a used item, instead of the right to replacement of the item, the Buyer has the right to a commensurate discount (§2171 of the Civil Code).

A defect claim shall not be lodged:

- in the case of an item sold for a lower price due to the defect for which the lower price was stipulated;
- for wear and tear on an item caused by its normal use;
- in the case of a used item for a defect corresponding to the degree of use or wear and tear that the item had when accepted by the Buyer; or
- if this ensues from the nature of the item (§2167 of the Civil Code).

The Buyer is not entitled to lodge a defect claim if the Buyer knew prior to taking delivery of the item that it had a defect, or if the Buyer caused the defect (§2170 of the Civil Code).

Location and Manner in which a Defect Claim is Lodged

The Buyer may lodge a defect claim on the Vendor's business premises. When lodging a defect claim, by sending Goods via a shipping service, it is recommended that the Goods always be sent to the Vendor. However, if the warranty sheet stipulates a different subject for repair at the Vendor's location or that is closer for the Buyer, the Buyer shall claim the right to repair with the business stipulated for warranty repairs (§2172 of the Civil Code). The Vendor or his authorized employee shall make out an RMA (Return Materials Authorization) form with an RMA number and other prescribed information.

The following is required for a defect claim:

- the Vendor must be given the original warranty sheet, if one was issued, and the invoice or purchase receipt listing the Goods along with the serial number if one was provided;
- when using a shipping service to return the Goods to the Vendor, they must be packaged in suitable packaging (ideally the original packaging) to prevent damage during transport; if the Goods are damaged during transport and in subsequent refund claim proceedings the Shipper rejects the claim due to inappropriate packaging, the Buyer bears full responsibility for any damage

caused;

- the Goods must be delivered in complete condition, including instruction manual and other documents, cables, and other accessories, so that functionality may be verified to facilitate repair;
- a detailed description of the defect and how many times it has occurred;
- prior to handing over any data media, its content must be backed up; the Vendor bears no responsibility for any data loss or damage.

The above steps will speed up the claim process and reduce the likelihood that it will be rejected by the Vendor.

Claim Processing

The Vendor or an authorized employee will make an immediate decision regarding the claim, or within three days in complicated cases. This period does not include a reasonable amount of time needed according to the type of product or service for an expert assessment of the defect. The claim, including defect elimination, must be processed without undue delay, within 30 days of the claim being lodged, unless the Vendor and Consumer agree on a longer period. Once this deadline has passed, the Consumer has the same rights as in the case of a defect that cannot be eliminated.

If the Buyer lodges a claim due to defective performance, the other party shall issue written confirmation of when the claim was lodged, as well as of the repairs and their duration (§2173 of the Civil Code).

Processed claims will be sent to the Buyer via a Shipper or stored at the Vendor's business premises to be picked up in person, as indicated on the claim form.

The maximum storage period is 6 months; after this time the Vendor may give the Buyer a reasonable amount of time to pick up the item. If he also informs him that if he does not do so the item will be sold, the Vendor may sell the item for the Buyer once this deadline has passed; in doing so, he shall proceed pursuant to applicable legislation.

Return of Goods Damaged During Transport

If a consignment of Goods is delivered to the Buyer visibly damaged, the Buyer has the right to refuse to take delivery of the consignment due to damaged packaging. If he accepts it anyway or ascertains the Goods are damaged after the packaging has been removed, the Buyer shall lodge a return claim. In order to avoid any doubt and possible rejection of the claim by the Vendor, it is recommended that the Buyer report the damage to the relevant shipper immediately upon receiving the Goods, within at most three days, and write up a damage report for the Goods. Based on this written damage report and the results of the shipper's investigation, the Vendor shall decide whether the claim is justified, and if the claim is accepted the Buyer has the right to receive replacement Goods or to withdraw from the purchase contract. A return claim incurred due to transport cannot be recognized as valid without a damage report.

7. Final Provisions

In order for email correspondence to be binding, the addressee must send notification via email that he has received the given message and that he understands its content.

Letters must be sent to the addresses listed in the Order or in these Terms and Conditions. Each contracting party must inform the other party of a change in its postal address (or email address). If it does not do so, a letter is considered delivered even if it is returned to the sender unclaimed from the last notified address on the day it is returned.

Rights and obligations established by the Contract shall be governed by and interpreted in accordance with the Czech Republic's current legal code.

The Contracting Parties have agreed that any disputes arising from the Contract or in connection with it shall be addressed by agreement and in an amicable manner. If the Contracting Parties are unable to reach an amicable agreement within one month of the day when one of the Contracting Parties notifies the other party of a dispute, either of the Contracting Parties shall have the right to initiate arbitration proceedings. In this case, the dispute shall be submitted for resolution and resolved with finality in arbitration proceedings before the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by a panel of arbiters pursuant to its Rules of Arbitration. Disputes shall always be decided by three arbiters, who shall be named pursuant to the Rules of this court.

The proceedings shall be in Czech, and the location of this court shall be Prague, Czech Republic. The arbitration ruling will be final and binding for the Contracting Parties. Unless the arbitration panel decides otherwise, each party shall independently bear its own costs in connection with these arbitration proceedings.

CL reserves the right to make changes in these Terms and Conditions. Any change shall be duly published on CL's website. Newer Terms and Conditions always replace prior Terms and Conditions in full. A current Contract (Order) is always subject to terms and conditions in force and effective the moment it is approved by the Entrepreneur.

These Terms and Conditions were issued on 1 January 2016 and come into effect on 1 January 2016.

Appendices:

Appendix 1 – Retail prices, quote or invoice/advance invoice

Appendix 2 – Contract withdrawal form.