

TERMS AND CONDITIONS | GLASS SERVICE, a.s.

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions ("**Terms and Conditions**") of the company **GLASS SERVICE, a.s.**, with its registered office at Rokytnice 60, 755 01 Vsetín, identification number: 258 49 077, registered in the Commercial Register maintained by the Regional Court in Ostrava, file no. B 2269 ("**GS**"), regulate in accordance with Section 1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code ("**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or under a contract for the provision of services ("**Contract**") concluded between GS and a third party ("**Customer**" and together with GS "**Parties**") via the GS website at the gsl.cz domain or any of its subdomains ("**Website**").
- 1.2. These Terms and Conditions shall apply to the Contracts, the subject matter of which are services provided in connection with events organised by GS ("**Events**"), the provision of services consisting of analysis of the Customer's samples ("**Analysis**"), as well as other GLASS services where these Terms and Conditions are referred to (together with Events and Analysis, the "**Services**").
- 1.3. Provisions deviating from the Terms and Conditions may be agreed in the Contract. Deviating provisions in the Contract take precedence over the provisions of the Terms and Conditions.
- 1.4. The provisions of the Terms and Conditions are an integral part of the Contract. The Contract and the Terms and Conditions are drawn up in Czech and English. The Contract may be concluded in Czech and English.
- 1.5. The wording of the Terms and Conditions may be amended or supplemented by GS. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. CONCLUSION OF THE CONTRACT

- 2.1. The Web interface includes information about the Services, including the Price (including all related fees). This provision does not limit GS's ability to enter into the Contract on individually negotiated terms.
- 2.2. To order the Service, the Customer shall fill in a form available at the Web ("**Order**").
- 2.3. Before sending the Order, it is possible to check and change the data and to detect and correct any errors made when entering data into the order. These Terms and Conditions will be displayed to the Customer before the Order is sent. The Customer shall submit the Order by clicking on the "*Submit a binding order*" button. The information provided in the Order is deemed to be correct.
- 2.4. The contractual relationship between GS and the Customer is established by delivery of the order acceptance by e-mail. A summary of the Order will be included in the acknowledgement and these Terms and Conditions will be attached. The Terms and Conditions as in force on the date of the Order form an integral part of the Contract.
- 2.5. In the event of an obvious error in the content of the Web, GS is not obliged to provide the Service to the Customer under the conditions stated, even if the Order is confirmed. In such a situation, GS shall send a new draft Contract in a modified form compared to the Order without undue delay. The new Contract is then concluded as of Customer's confirmation of the draft Contract. If the Customer does not accept the draft even within 5 days from the date of receipt, the new draft Contract shall be deemed rejected and GS may withdraw from the Contract.
- 2.6. The Customer agrees to the use of remote communication means, which are paid for by the Customer.

3. PRICE OF GOODS AND PAYMENT TERMS

- 3.1. Upon conclusion of the Contract, the Customer shall pay the Price and, if applicable, the packaging and delivery costs, if applicable.
- 3.2. The Customer undertakes to bear any costs related to the payment of the Price (in particular transaction fees).
- 3.3. GS will provide the Service to the Customer only after full payment of the Price. This can be paid in particular through a payment gateway.
- 3.4. GS will subsequently issue a tax document - invoice to the Customer.
- 3.5. GS is entitled to require a prepayment up to 100% of the Price.

4. WITHDRAWAL FROM THE CONTRACT

- 4.1. To the extent permissible by the applicable law, the Parties exclude the possibility of the Customer to withdraw from the concluded Contract.

- 4.2. Until the Services are provided, GS is entitled to withdraw from the Contract at any time.
- 4.3. If the Customer is a consumer, he/she acknowledges that in accordance with Section 1837 (j) of the Civil Code he/she does not have the right to withdraw from the Contract without giving any reason pursuant to Section 1829 of the Civil Code

5. PROVISIONS RELATING TO CERTAIN SERVICES

- 5.1. By entering into a contract, the subject of which is the Event, GS agrees to allow participation in the Event.
- 5.2. GS undertakes to inform the Customer if the ordered Event is full before the Order is received.
- 5.3. GS reserves the right not to allow participation in the Event to those participants who do not provide proof of payment of the Order.
- 5.4. GS reserves the right to make any necessary changes in the parameters of the Event (modify the content of the Event, change the date of the Event or change the person leading the Event), always maintaining the quality and duration of the Event.
- 5.5. GS further reserves the right to cancel the Event entirely in the event of an unexpected and unforeseen event or if the minimum number of participants in the Event is not reached.
- 5.6. During the Event, it is prohibited to make or otherwise capture any audio or audio-visual recordings without the express permission of GS.
- 5.7. Analysis will be provided to the Customer in accordance with the Law and GS' best knowledge of the quality of the Analysis results.
- 5.8. The result of the Analysis shall be communicated to the Customer in deadline agreed between the Parties. The result of the Analysis will be sent to an electronic address unless otherwise agreed.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

- 6.1. The rights and obligations of the Parties arising from defective performance shall be governed by the applicable generally binding regulations.
- 6.2. GS shall be responsible to the Customer for ensuring that the Service provided by GS is provided in accordance with the principles of professionalism. GS is not responsible for the outcome of the Services.
- 6.3. The Parties hereby exclude the obligation of GS to reimburse the Customer for any direct or indirect damage caused to the Customer or a third party in connection with the Service provided.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 7.1. If GS is obliged under the Contract to deliver the results of the Services to the location specified by the Customer in the Order, the Customer shall accept the delivery. In the event of repeated delivery, the Customer shall bear the costs associated therewith.
- 7.2. GS is not bound by any codes of conduct in relation to the Customer within the meaning of Section 1826(1)(e) of the Civil Code.
- 7.3. The contract will be stored electronically with GS for the period required by law. To access the Contract, the Customer may use requests sent to the email address info@gsl.cz.
- 7.4. The out-of-court handling of consumer complaints is handled by GS via an electronic address. The GS sends information about the settlement of the Customer's complaint to the Customer's electronic address. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz>, 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 GS and the Customer, who is a consumer, arising from a purchase contract concluded by electronic means. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.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). The Czech Trade Inspection Authority supervises compliance with Act No 634/1992 Coll., on consumer protection, as amended, within a defined scope.
- 7.5. Those provisions of the Terms and Conditions which are prohibited in relation to consumers pursuant to Section 1813 et seq. of the Civil Code shall not apply to the Consumer Customer.
- 7.6. The Customer hereby assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code.

7.7. The Customer declares that all communications of the GS have been made clearly and comprehensibly in the language in which the Contract is concluded.

8. FINAL PROVISIONS

- 8.1. The Parties may deliver ordinary correspondence to each other by electronic mail to the electronic mail address specified in the Order and these Terms and Conditions.
- 8.2. The parties agree on Czech law as the applicable law. This is without prejudice to the consumer's rights under generally binding legislation.
- 8.3. GS shall not be liable for lost profits. If GS is liable for actual damages, such damages shall be limited to damages foreseeable to GS at the time of entering into the Contract, but not to exceed the amount of the Price. The Customer expressly agrees that GS shall not be liable for any damages to third parties or for loss of profit, loss of reputation, loss of business opportunity or anticipated savings of benefits or other damages of a similar nature. Any recourse claims by the Customer for compensation of damages are excluded.
- 8.4. If the Customer is an entrepreneur, the provisions of these Terms and Conditions shall apply, except for the provisions which by their nature correspond to the protection afforded to consumers under generally binding legislation.
- 8.5. If any 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. Amendments and supplements to the contract of sale or the terms and conditions shall be in writing.
- 8.6. The Contract, including the Terms and Conditions, is archived by the GS in electronic form and is not accessible.
- 8.7. A sample form for withdrawal from the purchase contract is attached to the Terms and Conditions.
- 8.8. GS contact details: registered office address, e-mail address: info@gsl.cz or telephone: +420 571 498 511.

WITHDRAWAL FORM

concluded with the consumer by distance or off-premises pursuant to Sections 1820 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended ("CC")

Seller („Recipient“):

Company: **GLASS SERVICE, a.s.**
Address: Rokytnice 60, 755 01 Vsetín, Czech Republic
ID: 258 49 077
Tax ID: CZ25849077
Telephone: +420 571 498 511
e-mail: info@gsl.cz

Customer („Sender“):

Name and surname:
Address:
Telephone:
e-mail:

sender hereby notifies that it withdraws from the contract in accordance with § 1829 et seq. of the CC:

Product/service name:
Date of order:
Order number:
Price shall be returned: bank account, acc. No.:
Date of filling the Form:
Signature:*

*Please fill in the signature only if you are sending the Form in paper form