

# General Terms and Conditions

## General Terms and Conditions

of the company: MEDIN, a.s.

Seated at: Vlachovická 619, 592 31 Nové Město na Moravě, Czech Republic

Identification No.: 43378030

the company is registered in the Commercial Register maintained by the Regional Court in Brno, Section B, File No. 686

## 1. Definitions

For purposes of these General Terms and Conditions (the "**Terms and Conditions**"), the following words and expressions have the following meaning:

1.1 **Seller or Supplier** - MEDIN, a.s., seated at: Vlachovická 619, 592 31 Nové Město na Moravě, Czech Republic, identification No.: 43378030, entered in the Commercial Register kept by the Regional Court in Brno under B 686;

1.2 **Buyer or Customer** - an Entrepreneur or a Consumer;

1.3 **Consumer** - a natural person who does not act within their commercial or other business-related activity or within independent exercise of their profession when concluding the contract. The legal relations between the Seller and a Consumer not specified regulated in these Terms and Conditions are governed by the Civil Code and Act. No. 634/1992 Coll., on Consumer Protection, as amended, as well as by the related legal regulations;

1.4 **Parties** - the Seller or the Supplier and the Buyer or the Customer;

1.5 **Goods** - movables which are subject to sale and purchase under these Terms and Conditions;

1.6 **Purchase Agreement** - a contractual relationship established by a written purchase contract or in a manner provided for in these Terms and Conditions; and

1.7 **Purchase Price** - the price of the Goods agreed under these Terms and Conditions.

## 2. INTRODUCTORY PROVISIONS

2.1 These Terms and Conditions regulate mutual rights and obligations between the company MEDIN a.s. ("the Seller") and the customer or purchaser ("the Buyer") and also govern each contract to purchase the Goods concluded between the Seller and the Buyer, including contracts for the purchase of the Goods concluded between the Seller and the Buyer via the e-shop of the Seller which is operated on the website [www.medin.cz](http://www.medin.cz) (hereinafter referred to as the "**Online Store**").

2.2 Provisions differing from the Terms and Conditions can be agreed to by the Parties. Such different provisions agreed by the Parties supersede the provisions of these Terms and Conditions.

2.3 These Terms and Conditions form an integral part of each Purchase Agreement. The Purchase Agreement and Terms and Conditions are drafted in Czech or English.

2.4 The Terms and Conditions of the Buyer are not part of the Purchase Agreement, even if not expressly rejected by the Seller. Any application of the Terms and Conditions of the Buyer is absolutely excluded, unless the Seller and the Buyer expressly agree otherwise in writing.

2.5 The Seller is entitled to change or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effectiveness of the previous wording of the Terms and Conditions. Changes to the Terms and Conditions will be notified to the Buyer at least 30 days before the effective date of the changes. The Buyer shall get acquainted with the amended wording of the Terms and Conditions. If the Buyer does not agree with the changed Terms and Conditions, the Buyer is entitled to terminate in writing the Purchase Agreement within 2 months from the notification of the change of the Terms and Conditions, but in no case later than by the effective date of the change of the Terms and Conditions. The notice period is two months and shall run from

the first day of the month following receipt of the notice by the Seller. Unless the Buyer timely notifies its will to terminate the Purchase Agreement in writing, the amended Terms and Conditions become binding for the continued contractual relationship under the Purchase Agreement.

### **3. Purchase Agreement for Sales via the Online Store**

3.1 The Online Store lists Goods offered for sale by the Seller, including the prices of individual items of the Goods. The offer of sale of the Goods and the prices of the Goods remain valid as long as they are displayed within the Online Store. This provision does not limit anyhow the possibility of the Seller to conclude a Purchase Agreement under individually negotiated terms. All offers to sell the Goods located within the Online Store are non-binding and the Seller is not obliged to conclude any Purchase Agreement to sell the Goods.

3.2 The Online Store also contains information on the costs associated with packaging and delivery of the Goods. This information on the costs associated with packaging and delivery of the Goods applies only in cases when the Goods are delivered within the territory of the Czech Republic.

3.3 Depending on the nature of the purchase order (amount of the Goods, amount of the Purchase Price, estimated shipping costs), the Seller is always entitled to ask for additional confirmation of the purchase order by the Buyer (such as in writing or by a telephone call).

3.4 The closing of the Purchase Agreement occurs by delivery of the acknowledgement of the purchase order (acceptance) sent by the Seller to the Buyer to the specified e-mail address of the Buyer.

3.5 The Buyer can only introduce changes to an acknowledged purchase order or cancel it by mutual agreement with the Seller. The Seller is entitled to assert claims for damages and reimbursement of reasonable costs incurred in connection with the change or cancellation of any purchase order first acknowledged in writing. In this case, the Seller shall immediately notify the Buyer in writing of the occurrence and the estimated amount of such costs.

3.6 The Buyer agrees to the use of means of distance communication in concluding of the Purchase Agreements. Any costs incurred by the Buyer using means of distance communication in connection with concluding the Purchase Agreement (costs of internet connection, telephone costs) shall be borne by the Buyer himself/itself.

### **4. Purchase Agreement for Sales Outside of the Online Store**

4.1 By concluding a Purchase Agreement, the Seller undertakes to deliver the Goods to the Buyer and to transfer to the Buyer the ownership rights to the Goods and the Buyer undertakes to accept the Goods and pay the Purchase Price therefor.

4.2 A Purchase Agreement is concluded in each of these cases:

- the Seller acknowledge receipt of a purchase order of the Buyer in its entirety and without any amendments, reservations, limitations or other changes compared to the version sent of the purchase order sent by the Buyer. Acknowledgement of the purchase order which contains additions, reservations, limitations or other modifications shall be deemed a refusal of the purchase order and forms a new proposal of the Seller to conclude a Purchase Agreement, even if such an amendment, reservation, limitation or another change does not substantially change the conditions of the purchase order. The Purchase Agreement in such a case is closed only if this new proposal the Buyer confirm in writing and delivers it back to the Seller. For confirmation of the purchase order is regarded as sending or forwarding of the Goods by the Buyer in accordance with the purchase order;
- the Buyer acknowledges receipt of an offer of the Seller in its entirety and without any amendments, reservations, limitations or other changes compared to the offer submitted by the Seller;
- the Buyer takes over the Goods and confirms the delivery document; or
- the Buyer takes over the Goods and pays for the Goods.

## **5. Rights and Obligations of the Parties**

5.1 The basic obligation of the Seller is to deliver the Goods to the Buyer, hand over the relevant documents to the Buyer and to transfer ownership rights to the Goods to the Buyer in accordance with the provisions of the Terms and Conditions and/or the Purchase Agreement.

5.2 The basic obligation of the Buyer is to pay the Purchase Price for the Goods within the specified due date and accept delivery of the Goods in accordance with the provisions of the Terms and Conditions and/or the Purchase Agreement.

5.3 The Buyer that benefits from a signed written framework purchase agreement with the Seller shall notify the Seller in writing of any change of their identification data that form an essential part of the agreement, together with the next following order, but no later than within 10 calendar days from the effective date of such a change. These include changing the name and surname or company name / corporate name, legal form, registered office / place of business or residence, identification No., Tax Identification No., a change to persons representing/acting on behalf of the Buyer, change to phone numbers, as well as mergers with or acquisitions of other entities.

## **6. Purchase Orders**

6.1 Orders of the Goods, with the exception of Online Store orders, shall be sent by the Buyer by e-mail, fax or in writing. By sending a purchase order, the Buyer confirms that it/he is familiar with these Terms and Conditions and agrees with them in the wording hereof in force and effective as of the day of the purchase order.

6.2 The purchase order shall contain the data laid down by the Purchase Agreement, including but not limited to:

- Identification data of the Buyer;
- Type of the Goods ordered; and
- Quantity of the ordered Goods, individually for each type of the Goods.

If the Seller considers the data in the Order to be inaccurate or incomplete, it shall inform the Buyer on this and ask it/him to amend the same.

6.3 A change or cancellation of a purchase order acknowledged in writing, as well as of an offer of the Seller accepted by the Buyer in writing can only be done in writing, signed by both the Parties. The Seller is entitled to assert rights to damages and reimbursement of reasonable costs incurred in connection with the change or cancellation of any purchase order acknowledged in writing or of an offer of the Seller accepted by the Buyer in writing. In this case, the Seller shall immediately notify the Buyer in writing of the occurrence and the estimated amount of such costs.

## **7. Delivery of the Goods**

7.1 The Seller shall deliver the Goods in the quantity, quality and make determined in the Purchase Agreement or in the purchase order. Along with of the Goods, the Seller shall deliver to the Buyer the documents that are explicitly listed in the Purchase Agreement. If such documents are not expressly mentioned in the Purchase Agreement, the Seller is obliged to hand over to the Buyer all documents necessary for the acceptance, free handling and use of the Goods.

7.2 The Seller is entitled to deliver the Goods any time during the delivery period determined in the Purchase Agreement or purchase order. If the delivery period is not specified, it is understood that the Goods will be delivered within the timeframe, specified range, distance, circumstances, place and time that is usual in such a situation.

7.3 Partial deliveries of the Goods are permitted unless agreed otherwise among the Parties in writing.

7.4 The actual delivery of the Goods is carried out by external suppliers - shipping companies at the expense of the Buyer, unless agreed otherwise among the Parties in writing.

7.5 In case of sales through the Online Store, the delivery method of the Goods is determined by the Seller, unless specified otherwise in the Purchase Agreement. In the

event that the mode of transportation is determined on the basis of a request of the Buyer, the Buyer bears the risk and additional costs associated with such form of transport

7.6 Compliance with the delivery periods is subject to the fulfillment of the contractual obligations of the Buyer. The delivery time is reasonably extended in cases when the delivery of the Goods is delayed due to unforeseen events, including lack of electricity or raw materials, strike, lockout, order of relevant government authorities, or delay of or failure to satisfy subcontracted deliveries and similar cases in accordance with the clause of Art. 2913 Sec. 2 of the Civil Code. If the obstacle to performance as per the previous sentence lasts for longer than one month or if there is a shutdown of the enterprise of the Seller or of the subcontractors of the Seller, the Seller is entitled to withdraw from the Purchase Agreement.

7.7 A delay by the Seller regarding any delivery of the Goods is not a material breach of the Purchase Agreement.

7.8 The Buyer shall accept delivery of the Goods. If the Buyer refuses to accept delivery of the Goods within the delivery deadline, the Seller is entitled - at its option - either to send the Goods to the Buyer at the Buyer's expense and risk or to store the Goods at the expense and at the risk of the Buyer. The Seller is also entitled to completely or partially withdraw from the Purchase Agreement.

7.9 Proof of delivery of the Goods is an invoice or a delivery document (a delivery slip or a delivery note) containing specification of the type of the Goods, quantity supplied and accepted, purchase prices per unit of quantity and price per item of the Goods and the price for the whole delivery. When taking over the Goods from the carrier, the Buyer shall check the integrity of the packaging of the Goods and in case of any defects immediately notify the carrier and the Seller. In case of damage to the package indicative of unauthorized intrusion into the shipment, the Buyer does not have to take over the shipment from the carrier. The Buyer confirms by signing the delivery note that the shipment of the Goods meets all the terms and conditions and any further claims regarding faulty packages of damaged shipments containers can not be considered.

7.10. When accepting the Goods by the responsible person of the Buyer outside of the site/premises of the Buyer, the Purchase Agreement is deemed to be concluded by handing over the Goods to the contractual hauler of the Buyer or to a person that confirms receipt of the Goods by attaching their signature and the stamp of the Buyer.

7.11. Unless otherwise agreed by the Parties in writing, ownership right to the Goods passes to the Buyer as of the moment of full payment of the Purchase Price, including contractual penalty (if any).

7.12. The risk of damage to the Goods passes from the Seller to the Buyer at the moment of handing over the Goods to the Buyer or by sending or handing the Goods over to a carrier, unless the Parties agree otherwise in writing.

7.13. If for reasons on the part of the Buyer there is delay in acceptance of the Goods, the risk of damage to the Goods passes to the Buyer on the first day of such delay.

## **8. Purchase Price**

8.1 The Purchase Price of the Goods is a contractual price and is laid down by the price list of the Seller in force on the date of the Purchase Agreement or is determined by a written purchase contract, valid purchase order of the Buyer or a valid offer of the Seller. The agreement on the Purchase Price of the Goods also arises also by the Buyer paying immediately before or after the acceptance of the Goods the price in the amount required by the Seller. In the case of sales via the Online Store, the Purchase Price of the Goods is stated on the website of the Online Store.

8.2 The Buyer shall pay the Purchase Price even when the Goods are damaged, destroyed or lost after the risk of damage to the Goods transfers to the Buyer.

8.3 The Purchase Price is the price without the costs of non-standard packaging, transport, insurance and customs duties, unless agreed otherwise by the Parties in writing. Unless stated otherwise, the Purchase Price is listed without VAT, with the exception of the Online Store which lists Purchase Prices including value added tax and other related charges

8.4 The price of the Goods and any costs associated with the delivery of the Goods according to the Purchase Agreement shall be paid by the Buyer to the Seller as follows:

- in cash at the premises of the Seller at MEDIN, a.s., Vlachovická 619, 592 31 Nové Město na Moravě, Czech Republic; or

- in cash on delivery at destination determined by the Buyer in the purchase order;

8.5 The Seller is entitled to demand payment of the whole Purchase Price before sending the Goods to the Buyer. Otherwise, the Purchase Price is payable upon receipt of the Goods.

8.6 If it is customary in trade relations or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - invoice for payments made by the Buyer under the Purchase Agreement; the tax document - invoice will be sent in hardcopy or in electronic form in accordance with the applicable legislation to the address of the Buyer.

8.7 The Purchase Prices of the Goods listed within the Online Store only apply in cases when the Goods are delivered within the territory of the Czech Republic.

8.8 In case of delay in payment by the Buyer of the Purchase Price or a part thereof or the Buyer being in arrears regarding any other obligation arising under the Purchase Agreement or another agreement concluded between the Seller and the Buyer and/or under these Terms and Conditions, the Parties have determined by agreement the obligation of the Buyer to pay the Seller contractual penalty amounting to 0.1% of the outstanding amount per day from the day following the due date until payment is made. A claim for damages of the Seller is unaffected thereby.

## **9. Liability for Defects of the Goods, Warranty**

9.1 The rights and obligations of the Parties regarding liability of the Seller for defects including in-warranty liability of the Seller shall be governed by the relevant legal regulations (in particular by the provisions of the Civil Code).

9.2 The Seller is liable for the Goods having properties determined by the Purchase Agreement (or usual properties) for a period of 2 years. The warranty period starts from the date of receipt of the Goods by the Buyer.

9.3 The Seller is neither liable for defects arising without any fault of the Seller after the transition of the risk of damage to the Goods to the Buyer nor for defects caused by improper handling, usage, storage, excessive wear and defects caused by the Buyer or a third party.

9.4 Without any undue delay after the delivery of the Goods, the Buyer shall properly inspect and check the Goods or arrange for an inspection of the Goods to be carried out to make sure that the delivered Goods are free from defects.

## **10. The Procedure of Raising and Handling of Warranty Claims**

10.1 In the event that the delivered Goods have a defect, the Buyer shall claim the defect or defects in of the Goods vis-à-vis the Seller without undue delay after the discovery thereof. The Buyer shall demonstrate the defect of the Goods to the Seller in a credible manner. The Buyer shall store the Goods that it claims are defective separately from the rest of the Goods and may not handle the Goods in a manner which could hinder or prevent a review of said defects by the Seller.

10.2 Each warranty claim must be in writing (delivered to the Seller by registered mail, e-mail, fax or in person) and the nature of the defect has to be specified therein. The Seller determines whether to settle the claim by removal of the defect, repair of the Goods, replacement or a discount off the Purchase Price of the Goods supplied. After receiving a warranty claim, the Seller shall notify the Buyer within 30 calendar days in writing of assessment of the warranty claim. It is possible to extend this period by an agreement of the Parties. Even after this period elapses, the Seller is entitled to refuse a claim if it proves the claim to be unwarranted. The Buyer shall describe the defect of the Goods in its warranty claim in accordance with the relevant provisions of the Civil Code.

10.3 In cases of apparently damaged shipment (of packaging or of the Goods), it is imperative to sign a record on damaged shipment with the carrier without any delay. Later warranty claims will be disregarded.

10.4 The warranty claims procedure does not affect the obligation of the Buyer to pay the entire purchase price for the Goods properly and timely.

10.5 The rights of the Buyer arising from liability for defects of the Seller shall not apply if before taking over (accepting) the Goods, the Buyer was aware of a conflict with the Purchase Agreement or caused the conflict with the Purchase Agreement.

## **11. Withdrawal by a Buyer who is a Consumer, Extrajudicial Dispute Resolution**

11.1. A Buyer who is a Consumer has the right to withdraw from the Purchase Agreement within 14 days from receipt of the Goods in accordance with the clause of Art. 1829 Sec. 1 of the Civil Code. If the Buyer - Consumer chooses to exercise this right, they shall deliver the withdrawal notice to the Seller not later than within 14 days from receipt of the Goods to the address of the Seller or to the electronic mail address of the Seller: [prodej@medin.cz](mailto:prodej@medin.cz).

11.2 In case of withdrawal from the agreement according to Art. 11.1. of the Terms and Conditions, the Purchase Agreement is cancelled *ex tunc*. The Goods must be returned to the Seller within five (5) working days from the dispatch of the withdrawal notice to the Seller. The Goods must be returned to the Seller unworn and undamaged, in the original packaging, unused, complete and with the proof of purchase.

In the event that the returned Good is incomplete or damaged, the Seller may reduce the purchase price which is to be returned to the Buyer as a result of the withdrawal from the agreement by a corresponding amount (in accordance with Art. 2999 of the Civil Code). The cost of returning goods shall be borne by the Buyer - Consumer.

11.3 Within ten (10) days from the return of the Goods by the Buyer according to Art. 11.1. of the Terms and Conditions, the Seller is entitled to examine the returned Goods, especially in order to determine that the returned Good is not damaged, worn or partially consumed.

11.4. The Purchase Price for the returned Goods will be remunerated to the Buyer – Consumer within 14 days of the withdrawal by wire transfer to the bank account designated by the Buyer.

11.5 Except where withdrawal from the agreement is expressly agreed, the Consumer can not withdraw from contracts, among others:

- for provision of services if the performance started with consent of the Consumer before the deadline for withdrawal from the Purchase Agreement;
  - for supply of Goods or services the price of which depends on fluctuations of financial market beyond the control of the Seller;
  - for supply of Goods customized as per the wishes of the Consumer or for the Consumer, as well as for Goods subject to rapid deterioration, wear and tear or risk of becoming obsolete;
- or
- for supply of specific Goods that loses its value by tearing off the original packaging itself.

11.6. Jurisdiction for extrajudicial resolution of consumer disputes under purchase contracts is held by the Czech Trade Inspection (*Česká obchodní inspekce*), seated at Štěpánská 567/15, 120 00 Praha 2, identification No.: 00020869. For more information, please review: [www.coi.cz](http://www.coi.cz) and <https://adr.coi.cz/cs>.

## **12. Notices**

12.1 Unless agreed otherwise, all correspondence related to the Purchase Agreement shall be delivered to the other Party in writing, by e-mail, in person against a receipt slip or by registered postal service (selected by the sender).

12.2 The correspondence/message is delivered:

- In case of delivery by e-mail upon receipt by the incoming mail server; the integrity of messages sent by electronic mail may be secured by a certificate;
- In case of delivery in person or by postal operators at the moment of taking over the shipment by the addressee;
- In case of delivery in person or via postal service, also by refusal to accept receipt of the shipment if the addressee (or the person authorized to accept delivery) refuses to accept the shipment; or

- In case of delivery by postal services by expiry in vain of 10 days from the shipment being stored and of serving notice upon the addressee to take over the shipment if the shipment is stored with the postal service provider, even if the addressee fails to learn of the shipment being stored.

### **13. Liability for Damage, Payment of Damages**

13.1 Liability of the Parties for damages is governed by the Civil Code, if not stated otherwise in these Terms and Conditions and/or in the Purchase Agreement.

13.2 The Seller is liable vis-à-vis the Buyer for damages caused by culpable misconduct of the Seller (failure to comply with the obligations of the Seller) within the contractual relationship under these Terms and Conditions and/or the Purchase Agreement.

13.3 The Parties agree that the amount of damages is limited to payment of foreseeable damages rather than actual damages, lost profits or any indirect or consequential damages whatsoever to the Parties or third parties. The Parties agree that the amount of foreseeable damage which may be incurred by violation of the obligations of the Seller or of the Buyer represents the amount up to the amount of the Purchase Price of the Goods giving rise to the claim (regarding which the harmful event occurred), unless a written agreement negotiated by the Parties lays down a different cap.

13.4. The Parties shall be relieved of liability for breach of contractual obligations if the Party proves that compliance with its obligation under the Purchase Agreement was temporarily or permanently prevented by an extraordinary and unforeseeable and insurmountable obstacle arising beyond its control ("force majeure"). The Party in breach, breaching or expects with respect to all known facts to breach its obligation under the Purchase Agreement as a result of ensuing events of force majeure is obliged to immediately inform the other Party on such breach or event and make every possible effort to prevent such event or its aftermath and to remove them.

### **14. Protection and privacy of personal data**

14.1. The contractual parties undertake to keep confidentiality with regard to third parties concerning information they learn in connection to the fulfilment of the Purchase Agreement and which are not publicly known.

14.2. The Buyer acknowledges that the Seller processes the following personal data for the purposes of conclusion and fulfilment of the Purchase Contract - namely: name and surname, ID, VAT ID, long-term residence address, delivery address, e-mail address and telephone number, name and surname of a contact person, e-mail address and telephone number of a contact person (hereinafter referred to as "Personal Data"), wherein the processing of Personal Data is necessary for the conclusion and proper fulfilment of the rights and obligations arising from the Purchase Contract for the Seller. In the event that the Buyer does not or will not agree to the processing of Personal Data, the Seller is entitled to withdraw from the Purchase Agreement.

14.3. The Seller further processes Personal Data for the purpose of their legitimate interests (i.e. for the purpose of enforcing the rights under the Purchase Agreement). The Seller further processes other personal data, the provision of which is voluntary. The provision of such other personal data is not a condition for the conclusion of the Purchase Contract.

14.4. By ticking the agreement to sending commercial information on the E-shop, the Buyer agrees to the processing of Personal Data (including the e-mail address) for the purposes of sending information and commercial communications of the Seller and third parties to the Buyer. The current list of third parties to whom personal data may be transmitted can be found on the Seller's website. Consent to sending commercial communications is not a condition that would not in itself allow the conclusion of the Purchase Agreement.

14.5. The Buyer confirms that they have been advised by the Seller that the provision of their Personal Data is voluntary.

14.6. The Buyer is obliged to state their personal data correctly and truthfully. If any personal details of the Buyer changes, the Buyer is obliged to inform the Seller of this change without undue delay.

14.7. The Seller may assign a third party as a processor (especially a subcontractor) to the processing of the buyer's personal data. The current list of third parties can be found on the Seller's website.

14.8. The Buyer's personal data will be processed by the Seller in electronic or printed form and may be retained by the Seller for the time necessary for the purpose of their processing, i.e. for the duration of the Purchase Agreement and for at least 3 years from the date of termination of the Purchase Agreement or for the period required by the relevant legislations, or for the time necessary for the above mentioned purposes of the processing of personal data.

14.9. The Buyer may revoke their consent to the processing of their personal data at any time. A notice of withdrawal of consent of processing Personal Data may be sent by the Buyer either in written form to the Seller's contact address or in electronic form to their contact e-mail address. However, the Seller may process the Buyer's personal data necessary for the purposes of fulfilling the Purchase Contract without the Buyer's consent.

14.10. The Buyer has the following rights in relation to the processing of Personal Data: the right to request access to his or her Personal Data, the right to rectification or erasure, the right to limit the processing, the right to data portability, the right to object processing and the right to file a complaint with the supervisory office (Office for the protection of personal data in Czech Republic).

14.11. More detailed information on the processing of Personal Data is provided [HERE](#) and may also be provided to the Buyer upon their request sent to the contact e-mail of the Seller: [GDPR@medin.cz](mailto:GDPR@medin.cz).

14.12. The Buyer also agrees to store cookies on their mobile phone or other devices. The Buyer may withdraw their consent to the use of cookies, that are necessary for the conclusion and fulfilment of the Purchase Agreement, at any time.

## **15. Final Provisions**

15.1 The Seller is entitled to sell the Goods under a trade license and registration in the Commercial Register maintained by the Regional Court in Brno, Section B, File No. 686, and the activity of the Seller is not subject to any other permits. Trade control is carried out by the Trade Licensing Office within the scope of its powers.

15.2 If any provision of the Terms and Conditions is invalid or ineffective or becomes invalid or ineffective, the invalid provision shall be replaced by a provision the meaning of which is closest to the meaning of the invalid provision. Invalidity or unenforceability of one provision is without prejudice to the validity of the remaining provisions. Amendments to and alterations of the Purchase Agreement or the Terms and Conditions require written form.

15.3. The Buyer is aware of the fact that purchase of the Goods from the Seller creates no right to use registered trademarks, trade names, company logos or patents of the Seller, unless stipulated otherwise in a special contract.

15.4. These Terms and Conditions are valid and effective for the period from March 30, 2016 until issue of new general business terms and conditions; these Terms and Conditions supersede all the previous versions of the Terms and Conditions. The Seller is entitled to change or modify these Terms and Conditions at any time.

15.5. The relevant provisions of the Terms and Conditions and/or of the Purchase Agreement are valid until full settlement of rights and obligations between the Seller and the Buyer.

15.6. These Terms and Conditions are binding for the legal successors of the Parties.

15.7 Changing the rights and obligations under a concluded Purchase Agreement as well as complete or partial assignment of rights and obligations of the Buyer under such Purchase Agreement is subject to approval by the Seller. The Seller is entitled to transfer all the rights and obligations arising from this Purchase Agreement to third parties.

15.8 The Parties declare that none of them feels and is not considered to be a weaker party in comparison with the other Party and that they had the opportunity to familiarize themselves with the text and content of the Purchase Agreement and these Terms and Conditions; the Parties understand the content thereof and wish to be bound by the



contractual arrangement that they discussed at length together; this does not apply if the Buyer is a Consumer.

15.9. The Parties specifically exclude the application of the provisions of Art. 1726, Art. 1728, Art. 1729 and Art. 1740 Sec. 3 of the Civil Code.

15.10 The Purchase Agreement including the Terms and Conditions is archived by the Seller electronically.

15.11 Contractual relations among the Parties are governed by Czech law.

15.12 By closing this Purchase Agreement between the Seller and the Buyer, the Parties accept that their mutual relationship shall be governed by the legal regime of the Civil Code and other related legislation. Any disputes arising among the Parties shall be adjudicated by Czech courts.

15.13. Contact information of the Seller: address for correspondence MEDIN, a.s., Vlachovická 619, 592 31 Nové Město na Moravě, Czech Republic, e-mail address: prodej@medin.cz, phone number: 566 684 327.

### **In Nové Město na Moravě on March 30, 2016**

*In the case of interest in an out-of-court settlement of consumer disputes concerning the purchase contract, the Czech Trade Inspection is available, with a registered office at Štěpánská 567/15, 120 00 Praha 2, IČ: 00020869. For more information: [www.coi.cz](http://www.coi.cz) a [https://adr.coi.cz/cs\\_](https://adr.coi.cz/cs_)*