

Conditions of Sale

These Conditions of Sale apply to and govern the sale of products by Sentien HQ s.r.o., with its registered office at Blanická 922/25, 120 00 Prague, Czech Republic, corporate ID No. 08224048 (“**Sentien**” or the “**Seller**”) to you (the “**Buyer**”). Please read these conditions carefully before placing an order with Sentien. By placing an order with Sentien, you agree that these Conditions of Sale shall apply to your purchase contract with Sentien.

1. General Provisions

- 1.1 These Conditions of Sale govern the mutual rights and obligations of the contracting parties arising in connection with the purchase contract concluded between the Seller and the Buyer through the online store operated by the Seller on the basis of the Buyer’s order and the Seller’s acceptance of the order (the “**Purchase Contract**”).
- 1.2 The Seller is a business which sells goods to its customers. The Seller supplies goods directly or through other businesses to the Buyer.
- 1.3 The Buyer is a customer of the Seller, who places an order with the Seller regardless of his/her/its legal form or purpose of ordering the goods. If the Buyer is a consumer under the laws applicable to these Conditions of Sale, he/she is also referred to as the “**Consumer**” under these Conditions of Sale. The rights and obligations under these Conditions of Sale apply to the Buyer (regardless of whether it is a consumer, business or other entity) unless stated in these Conditions of Sale, or the legislation implies that certain rights belong exclusively to consumers.
- 1.4 The Buyer has the opportunity to become familiar with these Conditions of Sale before submitting the order and is notified in advance of their existence. By sending the order, the Buyer confirms that he/she/it has read these Conditions of Sale and agrees with their content.
- 1.5 Provisions of these Conditions of Sale form an integral part of the Purchase Contract. The Purchase Contract and the Conditions of Sale are concluded in the language of the Buyer’s order accepted by the Seller.
- 1.6 These Conditions of Sale are valid as stated on the website of the Seller on the date of the conclusion of the Purchase Contract.
- 1.7 The Buyer will receive a copy of these Conditions of Sale as an attachment to the order confirmation to the e-mail address provided by the Buyer.

2. Purchase Contract

- 2.1 The presentation of the goods placed on the e-shop web interface contains a name as well as a description of the main properties of the goods. The e-shop web interface contains information about the goods, including the prices of individual goods. Prices of goods include VAT and other fees directly associated with the purchase, except for delivery costs which are shown separately. If the Buyer is a

business and the relevant legislation provides the Seller is entitled to supply the goods without VAT, the purchase price may be modified accordingly. Prices do not include import customs, taxes or other fees that are not directly associated with the purchase. Prices of goods remain valid for as long as they are displayed in the e-shop web interface.

- 2.2 The e-shop web interface also contains information about the costs associated with delivery. The Seller uses one or more third party commercial delivery services (the “**Carrier**”) for transporting the goods to the Buyer. Information on the costs associated with the delivery of goods listed in the e-shop web interface is valid only in cases where the goods are delivered to the territory of the member states of the European Union (the “**EU**”) and the European Free Trade Association (the “**EFTA**”). If the goods are to be sent outside the EU or EFTA member states as requested by the Buyer, a specific agreement on these costs between the Seller and the Buyer is necessary.
- 2.3 The Seller will inform the Buyer without undue delay if the information on the goods or the price displayed on e-shop web interface has changed or was in some way incorrect.
- 2.4 The individual Purchase Contract is concluded on the basis of the electronic order of the Buyer made on the e-shop web interface. The electronic order is a proposal to conclude a contract (an offer). Before placing the order with the Seller, the Buyer has the opportunity to identify and correct any errors. The data provided ultimately by the Seller shall be considered as correct.
- 2.5 The Purchase Contract is concluded upon confirmation of acceptance of the order by the Seller. If the Seller cannot confirm acceptance of the order immediately, it will confirm receipt of the order and accept or decline the order without undue delay after the receipt of the order. The Seller is not responsible for any errors in data transmission. Pre-orders (as defined below) are processed in accordance with article 3 of these Conditions of Sale.
- 2.6 The Seller reserves the right not to accept the order and/or not to deliver the goods in particular in case the goods are not available or in case the Seller is not able to fulfill the order for other material reasons. The Seller shall notify the Buyer of this fact without undue delay.
- 2.7 The Buyer agrees to the use of digital communication means when concluding the Purchase Contract. The costs incurred by the Buyer when using digital communication means in connection with the conclusion of the Purchase Contract (costs of internet connection, telephone costs) will be borne by the Buyer himself.
- 2.8 By sending the order, the Buyer confirms that he/she/it has received all the mandatory information under the relevant legislation.

3. Pre-Orders

- 3.1 Pre-order (the “**Pre-order**”) is an order for a product that is not yet available for general sale by the Seller but is planned to be made available for general sale in near future and is officially announced by the Seller (the “**Future Product**”).

- 3.2 If the Buyer places a Pre-order, he/she/it agrees to pay the full upfront price of the Future Product or pay a deposit specified by the Seller (the “**Pre-order Payment**”), whereas he/she/it acknowledges that the Pre-order Payment does not guarantee the availability of the Future Product but represents the Buyer’s offer to buy the Future Product when it is generally released for sale.
- 3.3 The Buyer’s offer is deemed accepted and the Purchase Contract is concluded only once the acceptance of the Pre-order is confirmed by the Seller. As the Seller will not confirm acceptance of the Pre-order immediately, it will confirm receipt of the Pre-order and accept or decline the Pre-order without undue delay after the Future Product is available for sale.
- 3.4 Either the Buyer or the Seller may cancel a Pre-order at any time for any or no reason prior to the Seller’s confirmation of acceptance of the Pre-order. In such a case the Buyer will be refunded the Pre-Order Payment within 14 days.
- 3.5 In case there is a reason for the Seller to increase the originally announced purchase price of the Future Product, the Seller will inform the Buyer about such fact and will ask the Buyer (a) whether the Buyer wants to conclude the Purchase Contract under such conditions, whereas in such case the Buyer will be requested to pay the remaining part of the purchase price, or (b) whether the Buyer wants to cancel the Pre-order; whereas the Buyer will be refunded the original Pre-Order Payment within 14 days.

4. Price of Goods and Payment Terms

- 4.1 The price of the goods and any costs connected with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in one of the following ways (according to the Buyer's choice, but subject to actual availability of such payment method in the Seller’s online store):
 - 4.1.1 by bank transfer - the Buyer pays the purchase price to the Seller's account specified by the Seller (including the variable symbol of payment); or
 - 4.1.2 by credit card – the Buyer pays the purchase price immediately after placing the order via payment gateway on the website of the Seller.
- 4.2 The purchase price of the goods is paid before the goods are dispatched; the goods will not be dispatched until the payment is made. The Buyer's obligation to pay the purchase price is fulfilled at the moment when the relevant amount is credited to the Seller's account.
- 4.3 The Buyer is also obliged to pay the Seller the costs associated with the delivery of the goods in the agreed amount together with the purchase price. Unless expressly provided otherwise, purchase price also refers to the costs associated with the delivery of goods.
- 4.4 If it is customary in business relations or it is prescribed by legislation, the Seller shall issue to the Buyer a tax document - an invoice to the payment made under the Purchase Contract. The Seller is a payer of value-added tax. The invoice is issued by the Seller to the Buyer after payment of the price of the goods and sent it in electronic form to the Buyer's email address.

4.5 Discounts on the price of goods provided by the Seller to the Buyer cannot be combined unless the Seller decides otherwise.

5. Carriage and Delivery of Goods, Price of Delivery

5.1 The Seller shall make all reasonable efforts to provide for the delivery of the goods to the Buyer within the period specified for the goods as the delivery time, however no later than 30 days after the conclusion of the Purchase Contract.

5.2 The conditions for delivery of goods are as follows:

5.6.1 availability of the stock of ordered goods in the ordered quantity;

5.6.2 payment of the purchase price.

5.3 The Seller is obliged to deliver the goods to the place specified by the Buyer in the order and the Buyer is obliged to receive and accept the goods upon delivery to such place.

5.4 If the ordered goods or part of the goods from the order cannot be delivered within the aforementioned period, the Seller will inform the Buyer of this fact as soon as possible and will notify the Buyer of the expected date of delivery of the goods. If the Seller fails to deliver the goods within such a reasonable additional period of time the Buyer shall have right to withdraw from the Purchase Contract and in the event of payment of the purchase price or part of it, the Buyer will be refunded within 14 days.

5.5 In the event that due to reasons on Buyer's side it is necessary to deliver the goods repeatedly or in another way than specified in the order, the Buyer may be requested by the Seller to pay the costs associated with repeated/different delivery of the goods. If the Buyer does not receive and accept the goods at delivery by violating his/her/its obligation, he/she/it may be requested to pay to the Seller charges for storing the goods for each day of delay in the amount of EUR 0,30, but no more than EUR 10. The Seller is entitled to sell the goods in an appropriate manner after the Seller demonstrably notified the Buyer by e-mail and has given him a new adequate delivery period. The Seller is entitled to set off storage costs and costs of attempted delivery of goods due to lack of cooperation on the part of the Buyer against the Buyer's claim for refunds.

5.6 The goods are considered to be delivered when they are handed over (delivered) by the Carrier to the Buyer.

5.7 When receiving the goods from the Carrier, the Buyer is obliged to check the integrity of the packaging of goods and in case of any defects to notify the Carrier immediately. By signing the delivery note, the Buyer confirms that the consignment of the goods met all conditions and requirements and that no later complaint regarding package damage shall be taken into account. In case of finding damage to the package, which may indicate unauthorized entry into the shipment, the Buyer may refuse to take over the shipment from the Carrier.

6. Instruction of the Consumer about the Right of Withdrawal

- 6.1 Except in the case referred to in point 6.6. of these Conditions of Sale or any other case where the Purchase Contract cannot be withdrawn, the Consumer has the right to withdraw from the Purchase Contract in accordance with sec. 1829 (1) of the Civil Code (as defined below).
- 6.2 The Consumer has the right to withdraw from the Purchase Contract within 14 days without giving any reason. In the case of the conclusion of a Purchase Contract, the 14-day period shall run from the day following the day on which the goods are received and accepted by the Consumer or by a third party designated by the Consumer. In the case of the conclusion of a Purchase Contract involving several types of goods or the supply of several parts of the goods, the 14-day period shall run from the day following the day on which the Consumer or a third party designated by the Consumer accepts the last type or part of the goods.
- 6.3 In order to exercise the right of withdrawal, the Consumer must inform the Seller of his/her withdrawal in the form of a unilateral legal act (for example, by a letter sent through the postal operator, or by email to returns@sentienhq.com). The Consumer may also use the standard withdrawal form available on Seller's website; however, the use of the standard withdrawal form is not mandatory for the Consumer.
- 6.4 In order to comply with the withdrawal period, it is sufficient that the withdrawal is sent to the Seller before the expiry of the relevant period.
- 6.5 Consequences of withdrawal from the Purchase Contract:
- 6.5.1 If the Consumer withdraws from the Purchase Contract, the Seller shall return to the Consumer without undue delay, at the latest within 14 days from the delivery of the notice of withdrawal, any payments that the Seller has received from the Consumer, including delivery costs (except for the additional costs incurred as a result of the Consumer's chosen delivery method other than the cheapest standard delivery method offered by the Seller). The Seller shall use the same means of payment used by the Consumer to execute the initial transaction unless the Consumer expressly states otherwise. The Seller returns the payment to the Consumer only after receiving the returned goods or after the Consumer proves that he/she has sent the goods back to the Seller's designated address, whichever comes first.
- 6.5.2 In the case of withdrawal, the Consumer is obliged to send or hand over the goods back to the Seller at the address: Sentien HQ s.r.o., Blanická 922/25, 120 00 Prague, Czech Republic, without undue delay, however no later than within 14 days from the date of withdrawal. The time limit shall be deemed to be maintained if the goods have been dispatched before 14 days have elapsed. The goods must be packed in suitable packaging, clean and complete.
- 6.5.3 The direct cost of returning the goods shall be borne by the Consumer.
- 6.5.4 The Consumer is responsible for any reduction of the value of the goods as a result of the handling of the goods in a manner other than that necessary to become familiar with the nature and characteristics of the goods, including their functionality. If the returned goods are damaged by a breach of the

Consumer's obligations, the Seller is entitled to claim against the Consumer the compensation for the reduced value of the goods and set off such an amount against the purchase price.

- 6.5.5 If any promotional gift is provided to the Consumer together with the goods, the donation contract between the Seller and the Consumer ceases to be effective on the date of withdrawal and the Consumer is obliged to return to the Seller the provided promotional gift together with the goods.
- 6.6 The Consumer acknowledges that he/she cannot withdraw from the contract:
- 6.6.1 for the provision of services if they were performed with his/her prior express consent before the end of the time limit for withdrawal and the Seller informed the Consumer before concluding the contract that he/she shall thereby lose the right of withdrawal,
- 6.6.2 for the supply of goods which were customised or personalised,
- 6.6.3 for the supply of sealed goods which were unsealed after supply by the Consumer and which are not suitable for return due to hygiene reasons,
- 6.6.4 for the supply of digital content which is not supplied on a tangible medium if it was supplied with the prior express consent of the Consumer before the time limit for withdrawal and the Seller informed the Consumer before concluding the contract that he/she shall thereby lose his right of withdrawal,
- 6.6.5 in other cases, specified by applicable laws.

7. Liability for defects, warranty

- 7.1 The rights and obligations of the contracting parties regarding the rights from defective performance are governed by the relevant legislation (in particular the provisions of sections 1914 to 1925, sections 2099 to 2117 and sections 2161 to 2174 of the Civil Code (as defined below)).
- 7.2 The Seller is 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 goods were received and accepted by the Buyer:
- 7.2.1 the goods have the properties agreed by the parties and, in the absence of any other agreement, the properties described by the Seller or reasonably expected by an average consumer with regard to the nature of the goods and the advertising carried out by the Seller,
- 7.2.2 the goods are fit for the purpose stated by the Seller or for which goods of this kind are usually used,
- 7.2.3 the goods correspond to their description on the Seller's web site,
- 7.2.4 the goods are in adequate quantity, measure or weight,
- 7.2.5 the goods comply with EU safety requirements and their sale is not prohibited in EU.
- 7.3 The provisions stated in point 7.2 of the Conditions of Sale shall not apply to the goods sold at a lower price due to a defect in such goods for which the lower price

has been agreed for wear and tear on the goods caused by their normal use, in the case of used goods, the defect corresponds to the level of use or wear that the goods had when they were taken over by the Buyer, or if it results from the nature of the goods. Provided the Seller is liable for defects in these cases, the Buyer has the right to a reasonable discount instead of the right to exchange the goods.

- 7.4 If the defect becomes apparent within six months of receipt, the goods shall be deemed to have been defective at the time of receipt unless the contrary can be proven. The Buyer is entitled to exercise the right of liability for defects no later than 2 years after receipt of goods.
 - 7.5 The Buyer is obliged to file a complaint with the Seller without undue delay after finding the defect. If he/she/it does so in writing or electronically, he/she/it must provide his/her/its contact details, a description of the defect and a request for the method of handling the claim.
 - 7.6 The Buyer shall exercise the rights of defective performance at the Seller's registered office or place of business. The moment when the Seller receives the goods from the Buyer is considered to be the moment of submission of the claim.
 - 7.7 If the defective performance is a material breach of the Purchase Contract, the Buyer is entitled to exercise one of the following options:
 - 7.7.1 a claim for free removal of the defect by repair, or
 - 7.7.2 a claim for removal of the defect by delivery of a new item without defect or delivery of the missing item, unless this is unreasonable due to the nature of the defect, if the defect concerns only a part of the item, the Buyer may request replacement of this part; or
 - 7.7.3 a reasonable discount on the purchase price; or
 - 7.7.4 refund of the purchase price based on the Buyer's withdrawal.
- The Buyer shall notify the Seller of the choice of the claim at the same time as the notification of the defect without undue delay after such notification. The choice may be changed without the Seller's consent if the Buyer has requested a repair of the defect, which proves to be unrepairable. If the Seller does not remove the defects within a reasonable time or notifies the Buyer that it will not remove the defects, the Buyer may request a reasonable discount on the purchase price or withdraw from the Purchase Contract instead of having the defect removed. If the Buyer does not exercise his/her/its right from a material breach of contract in time, he/she/it has the rights as in a minor breach of contract.
- 7.8 In the case of a defect, which means an insignificant breach of the Purchase Contract, the Buyer is entitled to remove the defect or to receive a reasonable discount on the purchase price (further see § 2107 et seq. of the Civil Code).
 - 7.9 If the Seller refuses to remove the defect even though he is obliged to do so, the Buyer may request a reasonable discount on the price or withdraw from the Purchase Contract.
 - 7.10 In the event of a complaint, the Buyer is obliged to prove the purchase of the goods (original proof of purchase or other proof). The period for handling the complaint

starts from the handover/delivery of goods to the Seller or to the place designated for repair. The goods have to be packed in suitable packaging, clean and complete.

- 7.11 The Seller is obliged to decide on a complaint immediately, no later than within 3 working days. The Seller may also decide that a professional assessment is required. The Seller shall inform the Buyer of the need for professional assessment within the same period. The complaint, including the removal of the defect, shall be settled by the Seller within 30 days of its application unless the parties agree in writing on a longer period. After this period, the Buyer has the same rights as if it was a material breach of contract.
- 7.12 The Seller will inform the Buyer about the claim settlement by e-mail.
- 7.13 In case of a justified complaint, the Buyer is entitled to reimbursement of the documented necessary costs.
- 7.14 The Seller is not liable for defects caused by normal wear and tear, failure to follow the instructions for use or improper handling of the goods.
- 7.15 To the extent permissible by applicable laws, in no event will Sentien or any of its affiliates be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, or claims of customers or other third parties for such or other similar damages.

8. Other Rights and Obligations of the Parties

- 8.1 The Buyer acquires ownership of the goods upon conclusion of the Purchase Contract and full payment of the purchase price for the goods.
- 8.2 When using the e-shop web interface, the Buyer is not entitled to use mechanisms, software or other procedures that could have a negative impact on the operation of the e-shop web interface. The e-shop web interface may be used only to the extent that it does not prejudice the rights of other customers of the Seller and which is in accordance with its purpose.
- 8.3 The Buyer acknowledges that the software and other components constituting the e-shop web interface (including photographs of the goods offered) are protected by copyright. The Buyer undertakes not to engage in any activity that could allow him/her/it or third parties to tamper with or misuse the software or other components constituting the e-shop web interface.
- 8.4 The Buyer acknowledges that the Seller shall not be liable for errors resulting from third-party interference with the website or from the use of the website in violation of its purpose.
- 8.5 The Seller is not bound by any codes of conduct within the meaning of sec. 1826 point. e) of the Civil Code.

9. Take-back of electrical and electronic equipment

- 9.1 The Seller may be obliged to take back certain used electrical and electronic equipment in accordance with the relevant legal regulations. The Buyer is entitled to ask for the take back of old electronic equipment when purchasing a new similar electrical equipment from the Seller's e-shop at the time and place of delivery of the new product (on an item for item basis). The Buyer has to announce to the Seller that he/she/it intends to use this possibility when placing the order or within three days of placing the order. Such take back is free of charge.
- 9.2 Electrical, electronic waste, batteries or accumulators must not be disposed of together with mixed waste but must be disposed of at designated places, i.e. collection yards or their places of return, e.g. the locations mentioned above. These facilities and waste will be further used to produce new facilities. Dangerous and harmful substances from these devices and waste can damage the environment or human health.

10. Data Protection

- 10.1 The Seller processes certain personal data of the Buyer. Further information on the purpose, scope, manner and time of processing of personal data by the Seller are contained in the [Privacy Policy Notice](#) of the Seller available at the Seller's website.
- 10.2 The Seller declares that in accordance with Regulation (EU) 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 (the "GDPR") the Seller (i) has taken measures to protect personal data, (ii) manages security risks so that personal data are not compromised, (iii) ensures the exercise of the rights of personal data subjects (including the Buyer) in accordance with the GDPR and other legislation. Supervision of personal data protection is performed by the Office for Personal Data Protection (www.uoou.cz).
- 10.3 The Buyer acknowledges that he/she is obliged to provide his/her personal data correctly and truthfully and that he/she is obliged to inform the Seller without undue delay about a change in his/her personal data.

11. Correspondence

- 11.1 Unless agreed otherwise, all correspondence related to the Purchase Contract must be delivered to the other party in writing, by e-mail, in person or by registered mail through the postal service provider (as selected by the sender).

12. Final Provisions

- 12.1 These Conditions of Sale are elaborated in accordance with Czech laws, in particular in accordance with provisions of Act No. 89/2012 Coll., the Civil Code (the "**Civil Code**"), as amended and Act No. 634/1992 Coll. on Consumer Protection, as amended (the "**Consumer Protection Act**"). Matters not specified in these Conditions of Sale are therefore governed by Czech law, in particular by the Civil Code and the Consumer Protection Act.
- 12.2 If the relationship related to the use of the website or the legal relationship established by the Purchase Contract contains an international (foreign) element,

then the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights arising from mandatory legal regulations.

- 12.3 The Seller is entitled to sell goods on the basis of a trade license and the activity of the Seller is not subject to any other authorization. Trade control is carried out within the scope of its authority by the competent Trade Licensing Office. Supervision of the Seller as a seller/supplier of products and goods to the internal market and supervision of compliance with obligations pursuant to Consumer Protection Act is carried out by the Czech Trade Inspection Authority as a state administration body. More information is available at www.coi.cz.
- 12.4 Disputes arising between the Seller and the Buyer shall be settled by the competent general court of the Czech Republic under the Civil Procedure Act, provided the mandatory international private law norms do not prescribe otherwise. The Seller shall preferentially seek alternative dispute resolution with the Buyer. In the event of a dispute between the Consumer and the Seller, the Consumer may make use of the option of alternative dispute resolution. In such a case, the Consumer may contact the alternative dispute resolution entity, which is the Czech Trade Inspection Authority (<http://www.coi.cz>) and proceed according to the rules therein. More information on alternative dispute resolution can also be found on the website of the Czech Trade Inspection Authority. To initiate alternative dispute resolution is also possible via the online form on the website <https://webgate.ec.europa.eu/odr/>.
- 12.5 If any provision of the Conditions of Sale is invalid or ineffective, or becomes so, 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. Changes and amendments to the Purchase Contract or the Conditions of Sale require a written form.
- 12.6 These Conditions of Sale come into effect on 1 December 2019.