

TERMS AND CONDITIONS

SPECIAL TURBO a.s. · effective from 1 July 2021

Terms and conditions of the business company SPECIAL TURBO a.s., Company ID No.: 26239337, with its registered office at Kischova 1732/5, Nusle, 140 00 Praha 4, for the sale of goods through the on-line shop at the internet address e-turbo.cz and for the sale of goods by other means of communication.

This is a translation of the Czech terms and conditions provided for the customer's convenience only. The binding version is the Czech wording available at www.specialturbo.cz. All contractual relations are governed by the law of the Czech Republic.

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as the "terms and conditions") of the business company SPECIAL TURBO a.s., Company ID No.: 26239337, with its registered office at Kischova 1732/5, Nusle, 140 00 Praha 4 (hereinafter referred to as the "seller") govern, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Czech Civil Code (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the contracting parties in the use of the seller's on-line shop at the internet address www.e-turbo.cz (hereinafter referred to as the "on-line shop") and the mutual rights and obligations arising on the basis of a purchase contract concluded between the seller and other persons (hereinafter referred to as the "buyer") through the on-line shop or by using other means of communication as set out further in these terms and conditions.

1.2. The provisions of these terms and conditions form an integral part of the purchase contract and of the framework purchase contract. Deviating arrangements in the purchase contract and in the framework purchase contract take precedence over the provisions of these terms and conditions.

1.3. The seller is entitled to change or supplement the wording of these terms and conditions. This provision is without prejudice to the rights and obligations arisen in accordance with the existing terms and conditions.

2. USER ACCOUNT

2.1. On the basis of the buyer's registration carried out in the on-line shop, the buyer may access his user interface. From his user interface the buyer may order goods. The buyer may also order goods without registration directly in the on-line shop.

2.2. When registering in the on-line shop and when ordering goods without registration, the buyer is obliged to state correctly and truthfully all the data required by the on-line shop. The buyer is obliged to update the data stated in the user account upon any change thereof. The data stated by the buyer in the user account and when ordering goods without registration are regarded by the seller as correct.

2.3. Access to the user account is secured by a user name and a password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account. The buyer is not entitled to allow third parties to use the user account.

2.4. Once the registration has been carried out, it is sufficient for each further order merely to log in with the login name and password. The following data must be stated upon registration: login name and password; first name and surname, or the name of the company; the complete postal address (street, house number, postcode and town); e-mail address; telephone. These data make it possible to issue a tax document, to identify a payment made by bank transfer and to track the current status of the order. The registration data are stored in the seller's database, where they are carefully protected against misuse.

2.5. The seller may cancel a user account, in particular where the buyer has not used his user account for more than 365 days, or where the buyer breaches his obligations under the purchase contract (including these terms and conditions).

3. CONCLUSION OF THE PURCHASE CONTRACT

3.1. All information about the goods placed in the on-line shop is of an informative nature and does not constitute an offer to supply such goods. This applies in particular to depictions of the goods, expected delivery dates and availability of the goods. The seller is not obliged to conclude a purchase contract regarding the goods so placed in the on-line shop. The provisions of Section 1732(2) of the Civil Code therefore do not apply. The seller is entitled to change the offered range of goods at its discretion and to discontinue the sale of goods without prior notice or information.

3.2. The stated prices of the goods are stated exclusive of value added tax. The prices of the goods remain valid for as long as they are displayed in the on-line shop. The seller reserves the right not to accept a proposal to conclude a purchase contract, or reserves the right to withdraw from a concluded contract, if the offered or agreed purchase price was displayed to the buyer in the on-line shop incorrectly.

3.3. In order to order goods the buyer fills in the order form in the on-line shop. The order form contains in particular information about the buyer; about the ordered goods (the buyer "places" the ordered goods into the electronic shopping cart of the on-line shop); about the method of payment of the purchase price of the goods and data on the required manner of delivery of the ordered goods; information about the costs associated with the delivery of the goods (hereinafter jointly referred to as the "order"). The buyer sends the order to the seller by clicking on the "Send order" button. The data stated in the order are regarded by the seller as correct. By sending the order the buyer at the same time confirms that he has acquainted himself with these terms and conditions.

3.4. The buyer may place an order for goods displayed in the on-line shop not only through the on-line shop, whether with or without registration in the user interface, but also in person, by post, by e-mail or by telephone. The buyer is, however, obliged to choose only one method of placing the order. If the buyer fails to comply with this obligation, the buyer is obliged to pay any additional costs of the seller associated with the removal of duplicate orders or any resulting harm. Regardless of the method of sending the order, these terms and conditions form part of the concluded purchase contract for goods placed in the on-line shop.

3.5. An order placed by a means other than through the on-line shop must be filled in legibly with the customer number stated, and must contain the name, Company ID No., Tax ID No. and the complete and exact address for delivery of the consignment and the invoice, telephone or fax contact, e-mail address, order number and date of issue, the method of collection of the goods and bank details. Further, it must contain an unambiguous specification of the required goods, if possible according to the catalogue or the specification of the goods in the seller's on-line shop, the quantity of the required goods, and if the goods are ordered on the basis of an earlier price quotation of the seller, the number of that price quotation must be stated. If any of these particulars is missing, the buyer's offer is not regarded as an order.

3.6. The sending of the order is a proposal to conclude a purchase contract addressed to the seller. A condition of the validity of the order is the completion of all mandatory data in the order form of the on-line shop, or compliance with the requirements for an order placed by another means pursuant to these terms and conditions, and acquaintance with these terms and conditions.

3.7. After receiving the order, the seller confirms such receipt to the buyer, as a rule by electronic mail to the buyer's electronic mail address stated in the user interface or in the order. The seller is always entitled, depending on the nature of the order, to verify the received order, in writing, electronically or by telephone.

3.8. The contractual relationship between the seller and the buyer arises upon delivery of the acceptance of the order, which is sent by the seller to the buyer.

3.9. The seller declares that it is not aware of the purpose of the purchase made by the buyer nor of the use for which the purchased goods are intended, and it therefore bears no liability for the buyer's choice of the ordered goods and the consequences thereof.

3.10. In the event that the seller cannot meet any of the requirements stated in the order, it shall send the buyer an amended offer stating the possible variants of the order and shall request the buyer's position. The amended offer is regarded as a new proposal of a purchase contract and in such a case the purchase contract is concluded only upon the buyer's acceptance. Also in this case these terms and conditions form an integral part of the conclusion of the purchase contract.

4. PRICE OF THE GOODS AND PAYMENT TERMS

4.1. The purchase price may be paid in cash, or by cash on delivery, by cashless transfer to the seller's bank account on the basis of an invoice with a set payment date (usually 14 to 30 days), by advance payment, or on-line through the GoPay payment gateway. The buyer is entitled to propose the method of payment of the purchase price. The purchase price paid in cash and by cash on delivery is due upon handover of the goods. The seller shall issue the relevant tax document to the buyer in accordance with the valid and effective legal regulations.

4.2. In the case of a cashless payment, the buyer is obliged to pay the purchase price of the goods together with stating the variable symbol of the payment. In the case of a cashless payment, the buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the seller's account.

4.3. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. If it is not possible to agree these costs at the moment of the conclusion of the purchase contract, the buyer is obliged to pay these costs in the amount actually incurred by the seller together with the agreed purchase price. Unless expressly stated otherwise, the purchase price hereinafter also means the costs associated with the delivery of the goods. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

4.4. The seller is entitled to require from the buyer a deposit or another similar payment even before the conclusion of the purchase contract, or it is entitled to require a deposit or another similar payment also after the conclusion of the purchase contract if this proves necessary for the fulfilment of the seller's obligation under the purchase contract. The provisions of Section 2119(1) of the Civil Code do not apply. The buyer is obliged to provide the deposit or similar payment within the period and in the manner determined by the seller. The seller always requires a refundable deposit or similar payment when purchasing goods sold on an exchange basis. When purchasing this type of goods, the buyer is obliged to return the old unit of the turbocharger. The return of the turbocharger is subject to the seller's conditions. These concern in particular compliance with the required type and technical condition of the turbocharger and compliance with the time limit for return. If the buyer fails to deliver the returnable core of the turbocharger within a period of 60 days, which begins to run from the day of confirmation of the order by the seller, the deposit is forfeited in favour of the seller.

4.5. The buyer acquires ownership of the goods upon payment of the entire purchase price of the goods. In the event of default in payment of the purchase price, the contracting parties agree on a contractual penalty in the amount of 0.05 % of the amount owed for each day of delay until payment. The seller is entitled to refuse an order from those buyers who are in default with the fulfilment of their obligations towards the seller.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. In addition to the statutory grounds, the seller is entitled to withdraw from the contract: in the event of the buyer's failure to fulfil the obligation under Article 4.4 of these terms and conditions; in the event of an order placed on the basis of an incorrect display of the price in the on-line shop; in the event of the buyer's default in payment of the purchase price or a part thereof or of the deposit on the purchase price longer than 7 calendar days; in the event of failure to take over the goods or delay in taking over the goods; in the event of the commencement of insolvency or enforcement proceedings against the buyer.

5.2. The seller is further entitled to withdraw from the contract at any time until the goods are taken over by the buyer.

5.3. In the event of withdrawal from the purchase contract, the purchase contract is cancelled from the outset. The goods must be returned to the seller within seven (7) days of the withdrawal from the contract.

5.4. In the event of withdrawal from the contract, the seller shall return the funds received from the buyer within fourteen (14) days of the buyer's withdrawal from the purchase contract, in the same manner in which the seller received them from the buyer. The seller is also entitled to return the performance provided by the buyer already upon the return of the goods by the buyer or in another manner, if the buyer agrees thereto and no additional costs arise for the buyer thereby. The seller is not obliged to return the received funds to the buyer before the buyer returns the goods to it. The costs of returning the goods in the event of withdrawal from the contract are borne by the buyer, including in the case where the goods cannot, due to their nature, be returned by the usual postal route.

5.5. In the event of withdrawal from the contract by the buyer due to an incorrect ordering of goods and the return of the goods to the seller within 3 months of the date of dispatch of the goods to the buyer, the seller is entitled to charge the buyer a fee in the amount of 20 % of the price of the purchased goods.

5.6. In the event of withdrawal from the contract by the buyer due to an incorrect ordering of goods and the return of the goods to the seller within 6 months of the date of dispatch of the goods to the buyer, the seller is entitled to charge the buyer a fee in the amount of 30 % of the price of the purchased goods.

5.7. In the event of withdrawal from the contract by the buyer due to an incorrect ordering of goods and the return of the goods to the seller after a period longer than 6 months from the date of dispatch of the goods to the buyer, the seller is entitled to charge the buyer a fee which it shall determine individually according to the condition of the returned goods, but not more than 50 % of the price of the goods.

5.8. The withdrawal must be made in writing and, in the case of purchase contracts agreed by electronic means, also electronically. Withdrawal from the contract is effective upon delivery of the notice of withdrawal to the other contracting party, or in accordance with the delivery rules under Article 9.1 of these terms and conditions.

5.9. If the seller withdraws from the contract in accordance with these terms and conditions, the buyer is obliged to reimburse the seller for the costs which the seller incurred in the preparation, packaging, dispatch and processing of his order in their actual amount, but at least in the amount of 10 % of the agreed purchase price.

5.10. The seller is entitled unilaterally to set off its claim for compensation for damage caused to the goods against the buyer's claim for the return of the purchase price.

6. TRANSPORT AND DELIVERY OF THE GOODS

6.1. The seller normally dispatches goods which are in stock within 24 hours after confirmation of the order; however, the seller does not undertake to dispatch within this period. For goods which are in stock at the time the order is placed, the usual delivery periods are 7-21 days. The buyer and the seller may agree another date of delivery of the goods, in particular in the case where the ordered goods are not in stock at the time the order is placed.

6.2. If the goods are not collected in person, the method of transport is agreed on the basis of a special request of the buyer. For this reason the buyer bears the risk and any additional costs associated with this method of transport. Dispatch of the goods may be chosen through the company PPL. If this method of dispatch of the goods within the territory of the Czech Republic is chosen, the seller charges "postage and packaging" in the amount of CZK 245 excluding VAT (in the case of use of the cash on delivery service, CZK 265 excluding VAT). In the case of delivery of the goods within the territory of the Slovak Republic, the seller charges "postage and packaging" in the amount of EUR 12.50 excluding VAT (in the case of use of the cash on delivery service, EUR 13.50 excluding VAT).

6.3. Delivery of the goods through a carrier is governed by the carrier's terms and conditions and the buyer is obliged to comply with them. If the goods are damaged upon takeover from the carrier, the buyer is obliged to draw up a complaint report with the carrier.

6.4. The seller is not obliged to insure the dispatched goods. Upon dispatch of the goods, the risk of damage to the goods passes to the buyer.

6.5. In the event of an order for a larger quantity of goods, the seller reserves the right to change the delivery date.

6.6. In the event that, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a manner other than that stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with the other method of delivery.

6.7. Upon takeover of the goods from the carrier, the buyer is obliged to check that the packaging of the goods is intact and, in the event of any defects, to notify this without delay to the carrier and to the seller.

6.8. In the case of personal collection of the goods at the seller's branch, the risk of damage to the item passes to the buyer at the moment of takeover of the goods at the branch.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 of the Civil Code, or Sections 2165 to 2174 in the case of a consumer), unless agreed otherwise below. The seller is liable to the buyer that the goods are free from defects upon takeover. In particular, the seller is liable to the buyer that, at the time the buyer took over the goods, the goods have the characteristics agreed by the parties and, in the absence of such an arrangement, have such characteristics as described by the seller or the manufacturer, the goods are in the corresponding quantity, measure or weight, and the goods comply with the requirements of legal regulations.

7.2. The provisions set out in Article 7.1 of these terms and conditions do not apply to goods sold at a lower price on account of a defect for which the lower price was agreed, to wear and tear of the goods caused by their ordinary use, in the case of used goods to a defect corresponding to the degree of use or wear which the goods had when taken over by the buyer, or where this follows from the nature of the goods.

7.3. Immediately after taking over the goods, the buyer is obliged to check the goods, in particular he is obliged to check the number of items of the goods and their completeness. If defects are found, he is obliged to notify them to the seller without undue delay, but no later than within 10 working days of taking over the goods. The buyer is obliged to document the defects found in a suitable manner and to send this documentation to the seller together with the goods and the notification of the defect. At the same time the buyer is obliged to choose the claim arising from defective performance.

7.4. If the form of repair "Repair at accrued costs" provided for turbocharger goods is chosen, it is first necessary to dismantle the goods and to carry out a diagnosis of the goods. The seller then sends the buyer a repair quotation to his electronic address or communicates it by telephone, and the buyer is entitled to reject this quotation.

7.5. In the event that the buyer rejects the repair pursuant to Article 7.4 of these terms and conditions, the seller shall send the goods back to the buyer, for safety reasons, in a dismantled state. The seller shall reassemble the turbocharger goods only at the express request of the buyer, at the price according to the seller's current price list of work.

7.6. The seller bears no liability for the subsequent handling of and dealing with the unrepaired turbocharger goods pursuant to Articles 7.4 and 7.5.

7.7. The buyer exercises the rights arising from defective performance with the seller at the address of one of its branches, or also electronically at the seller's e-mail address. The moment of exercise of a claim arising from defective performance is deemed to be the moment when the seller received from the buyer the goods subject to the complaint together with the submitted invoice or another document proving the delivery of the goods or the payment of the purchase price and a report or notification describing the defect and, where applicable, its cause.

7.8. The buyer is obliged to proceed in a similar manner in the case of a hidden defect which appears on the goods within the statutory period.

7.9. The seller shall provide information on the assessment of the asserted defect and of the buyer's claim within the shortest possible period, taking into account the complexity of the asserted defect and the seller's possibilities.

7.10. The seller is obliged to settle a complaint concerning goods purchased through the on-line shop within 30 days of taking over the goods from the buyer. The seller reserves the right to exceed this period in justified cases. The seller is obliged to notify the buyer of this procedure, at his electronic address.

7.11. The costs of asserting a claim arising from a defect which is not recognised by the seller are borne by the buyer, unless the seller and the buyer agree otherwise.

7.12. The seller provides a guarantee of quality for new turbochargers for a period of 24 months from the takeover of the goods by the buyer. For repaired turbochargers the seller provides a guarantee of quality for a period of 6 months from the takeover of the goods by the buyer, unless individually agreed otherwise with the buyer.

7.13. This guarantee does not apply and the seller assumes no liability for defects and damage caused arising from the operation of the goods, functional characteristics and damage caused by unprofessional use of the goods, as well as damage caused by force majeure and by incorrect handling of the goods.

7.14. The seller's liability towards the buyer is limited to the buyer's direct damage up to a maximum of the price of the goods concerned. This limitation of liability does not apply in the case of death or injury caused by the seller's negligence. The seller is not liable for any indirect, special, incidental or consequential damage (for example loss of profit or loss of income, loss of use, reworking, repair, production costs, costs of a product recall, harm to good reputation or loss of customers and the like). This limitation of liability is without prejudice to the buyer's rights granted by law to the extent that the seller may not, in accordance with the law, disclaim any implied or statutory warranties.

8. PROTECTION OF PERSONAL DATA

8.1. The buyer acknowledges that he is obliged to state all data (upon registration, in his user account, in an order placed through the on-line shop or by other means) correctly and truthfully, and that he is obliged to inform the seller without undue delay of any change in his data.

8.2. The buyer consents to the sending of information related to the goods, services or business of the seller to the buyer's electronic address and further consents to the sending of commercial communications by the seller to the buyer's electronic address.

8.3. The seller is, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data, the controller of the personal data which it processes for the purpose of carrying out its business activity, to the following extent: first name and surname, postal address, delivery address, e-mail address, telephone numbers, Company ID No., Tax ID No.

The reason for the processing is the registration of the buyer in the seller's database for the purpose of trade, carrying out marketing research, sending commercial communications, offers and newsletters, including providing information about promotional events and competitions.

Period of processing of personal data: for the duration of the contractual relationship and subsequently for a further five years from its termination.

Personal data may be provided to third parties, and only to persons for the purpose of the processing of accounting matters. Further, upon request, to public authorities within the limits of the law.

Personal data will not be transferred to third countries, to an international organisation or to third parties other than those stated above.

In the event that consent is granted, the customer acknowledges that the granting of consent is voluntary and that he has the right at any time to withdraw his consent to the processing of personal data in writing, at the address of the seller's registered office or by sending an e-mail to the address gdpr@specialturbo.cz. He further has the right to request access to his personal data, their rectification, restriction or erasure and to object to the processing, has the right to data portability to another controller, has the right not to be the subject of automated decision-making, as well as the right to lodge a complaint with the Úřad pro ochranu osobních údajů (Czech Office for Personal Data Protection) if he considers that the controller is proceeding in the processing of personal data contrary to Regulation (EU) 2016/679 of the European Parliament and of the Council.

9. DELIVERY OF NOTICES

9.1. Notices concerning the relations between the seller and the buyer, in particular those concerning withdrawal from the purchase contract, must be delivered by post to the address stated by the buyer in the order or in the user interface, or to the address of his registered office or place of business, or to the seller's registered office. Delivery by electronic mail to the addresses stated in the buyer's user account, or in the seller's on-line shop, is also permissible. Notices are delivered to the relevant contact address of the other party and are deemed delivered at the latest upon the expiry of the third day after their demonstrable dispatch. A notice the acceptance of which was refused by the addressee, which was not collected within the storage period, or which was returned as undeliverable, is also deemed delivered.

10. OUT-OF-COURT SETTLEMENT OF DISPUTES

10.1. The Česká obchodní inspekce (Czech Trade Inspection Authority), with its registered office at Štěpánská 567/15, 120 00 Praha 2, Company ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from the purchase contract. The on-line dispute resolution platform located at the internet address <http://ec.europa.eu/consumers/odr> may be used in resolving disputes between the seller and the buyer arising from the purchase contract.

10.2. Evropské spotřebitelské centrum Česká republika (European Consumer Centre Czech Republic), with its registered office at Štěpánská 567/15, 120 00 Praha 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 consumer ODR).

10.3. The seller is authorised to sell goods on the basis of a trade licence. Trade licence inspection is carried out, within the scope of its competence, by the relevant trade licensing office. The Česká obchodní inspekce (Czech Trade Inspection Authority) exercises, within a defined scope, among other things supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection.

11. FINAL PROVISIONS

11.1. If any provision of these terms and conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning comes as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the remaining provisions. Amendments and supplements to the purchase contract require written form or must at least be made by electronic mail.

11.2. These terms and conditions come into force and effect on 1 July 2021. Contractual relationships arisen before these terms and conditions came into effect remain valid and are governed by the terms and conditions valid at the time of their creation. All arrangements between the seller and the buyer are governed by the legal order of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the

relationship is governed by the law of the Czech Republic. This is without prejudice to the consumer's rights arising from generally binding legal regulations.

11.3. The seller is not bound in relation to the buyer by any codes of conduct within the meaning of the provisions of Section 1826(1)(e) of the Civil Code.

11.4. All rights to the seller's website, in particular the copyright to the content, including the page layout, photographs, films, graphics, trade marks, logos and other content and elements, belong to the seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the seller's consent.

11.5. The seller is not liable for errors arising as a result of interventions by third parties in the internet shop or as a result of its use contrary to its purpose. When using the internet shop, the buyer must not use procedures which could have a negative effect on its operation, and must not carry out any activity which could enable him or third parties to interfere without authorisation with, or to use without authorisation, the software or other components forming the internet shop, or to use the internet shop or parts thereof or the software in a manner which would be contrary to its purpose or intended use.

11.6. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

11.7. The seller may change or supplement the wording of these terms and conditions. This provision is without prejudice to the rights and obligations arisen during the period of effect of the previous wording of these terms and conditions.