

TERMS AND CONDITIONS

These Terms and Conditions govern the purchase of our products by business partners who are not consumers and form part of any contract you enter into with us when purchasing our products by distance by completing the order form located at www.bpagency.eu.

1. INTRODUCTORY PROVISIONS

- 1.1 These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") govern the mutual relations, rights and obligations of the parties arising in connection with or under the Purchase Contract (hereinafter referred to as "**Purchase Contract**") between our company - Blue Projects Agency, s.r.o, with its registered office at Roháčova 188/37, 130 00 Prague 3, Czech Republic (EU), Reg. No.: 27448932, registered in the Commercial Register kept by the Municipal Court in Prague in Section C, Insert No. 112988 (hereinafter referred to as **the "Seller"**) and the person who concludes the Purchase Contract with the Seller (hereinafter referred to as **the "Buyer"**).
- 1.2 The provisions of these Terms and Conditions are intended only for a business professional who is a person who has registered with the Seller for the purpose of purchase ("**Registration**") and do not apply where the person intending to purchase goods from the Seller is a consumer.
- 1.3 Arrangements deviating from the Terms and Conditions may only be agreed in writing, in particular in the order form or by e-mail. Deviating arrangements agreed in writing shall take precedence over arrangements under the Terms and Conditions.
- 1.4 The Terms and Conditions are an integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are drawn up in English and are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as **the "Civil Code"**).
- 1.5 The Seller may change or supplement the wording of the Terms and Conditions. This does not affect the rights and obligations arising at the time of the effectiveness of the previous version of the Terms and Conditions.

2. INFORMATION RELATED TO THE CONCLUSION OF THE PURCHASE CONTRACT

- 2.1 Any presentation of goods placed on the website <http://www.bpagency.cz/> is of an informative nature and is not an offer to conclude a contract in relation to the presented goods. The Seller is not obliged to enter into a contract of sale in respect of these goods. Section 1732(2) of the Civil Code shall not apply.
- 2.2 The website contains information about the goods (designation and main features), the buyer receives information about the price of the goods in the price list sent via e-mail, the address of which the buyer provided during Registration (hereinafter referred to as **the "Price List"**).
- 2.3 Unless otherwise agreed, the prices stated in the price list are always valid for goods ordered during the period of validity of the Price List. The Price List is valid until revoked by sending a new price list.

- 2.4 Unless otherwise agreed, the price, method of payment and method of delivery of the goods are specified in the order confirmation sent to the Buyer (hereinafter referred to as **the "Confirmation"**) on the basis of the order made by filling in the order form (hereinafter referred to as **the "Order"**).
- 2.5 The prices of the goods are exclusive of value added tax (VAT).
- 2.6 Information on the costs associated with packaging and delivery of the goods is provided with the order confirmation and varies according to the chosen method and provider of transport and method of payment.
- 2.7 These Terms and Conditions do not restrict the Seller's ability to conclude a Purchase Contract on individually agreed terms.

3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1 By sending information via the order form on the Seller's web interface, the Buyer makes an Order, which constitutes an offer to conclude a Purchase Contract. As part of the Order, the Buyer shall disclose:
- (a) contact details;
 - (b) type of goods;
 - (c) preferred method of delivery of the goods and payment of the purchase price.
- 3.2 The Order shall be deemed to have been accepted upon confirmation by the Seller. Before Confirmation, the Seller reserves the right to ask the Buyer by telephone or in writing to confirm the seriousness of the Order, in particular depending on the nature of the Order (quantity of goods, estimated purchase price, estimated shipping costs).
- 3.3 The Seller concludes the Purchase Contract with the Buyer by confirming the Order in writing via electronic mail
- 3.4 The Seller confirms the Order, which is also a confirmation of the conclusion of the Purchase Contract, by delivering it to the Buyer at the e-mail address provided by the Buyer. The Confirmation includes:
- (a) a summary of the information from the order (type and quantity of goods, place of delivery and method of delivery);
 - (b) the price of the goods together with the price list to which they are subject;
 - (c) the cost of delivery of the goods;
 - (d) method of payment.
- 3.5 The Seller has the right to inform the Buyer of the current unavailability of the goods and the earliest possible delivery date.
- 3.6 The Buyer acknowledges that the Seller is not obliged to enter into the Purchase Agreement. In this case, the Seller is obliged to inform the Buyer of the rejection of the order.
- 3.7 In particular, the Seller reserves the right to refuse to enter into a purchase contract with a Buyer who has previously breached an obligation to the Seller in a material way, if the information provided by the Buyer is insufficient or untrue, the goods are no longer manufactured or are not

currently in stock or the offer of goods is incorrect. In such a case, the Buyer will be contacted immediately and a further course of action will be agreed with the Buyer.

- 3.8 The Buyer agrees to the use of remote communication means in concluding the Purchase Contract. Costs incurred by the Buyer when using remote means of communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself, such costs being governed by the terms and conditions agreed between the provider of the service concerned and the Buyer.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1 The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways:
- a) cash on delivery at the place specified in the order;
 - b) cashlessly, only by bank transfer to the Seller's account number specified in invoice, under the variable symbol, which is the number of the invoice, within 5 days of the conclusion of the Purchase Contract.
- 4.2 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. The purchase price does not include these costs, unless otherwise agreed. For the purposes of this Contract, the purchase price shall also include the costs associated with the delivery of the goods, unless otherwise stated.
- 4.3 The Seller does not require a deposit or any other similar payment from the Buyer, unless otherwise expressly agreed.
- 4.4 The Seller is entitled to demand payment of the full purchase price before the goods are shipped to the Buyer. The provisions of Section 2119(1) of the Civil Code shall not apply.
- 4.5 Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.
- 4.6 The Seller shall issue the invoice to the Buyer in respect of payments made under the Purchase Contract. The Seller shall issue the invoice to the Buyer upon Confirmation of the Order and send it in electronic form to the Buyer's electronic address. Invoices will be issued under the variable symbol - the number of invoice.
- 4.7 In the case of a purchase of goods of the same type in the quantity and for the period specified in the price list, the price of these goods shall be reduced by the amount specified in the price list (hereinafter referred to as **the "Discount"**). The Discount shall be granted by the Seller by crediting the purchase price of the goods according to the Order at the time of entitlement to the Discount.

5. TRANSPORT AND DELIVERY OF GOODS

- 5.1 In the event that the method of transport is agreed on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this method of transport.

- 5.2 In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- 5.3 Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of a breach of packaging indicating unauthorized intrusion into the shipment, the Buyer may not accept the shipment from the carrier.
- 5.4 Upon conclusion of the Purchase Contract, the Buyer is obliged to accept the ordered goods under the conditions and at the specified place.
- 5.5 The Seller undertakes to deliver the goods within 30 working days of order confirmation, unless- a shorter period is agreed in writing. In the event that the Seller is unable to deliver the goods within this time limit or within another agreed time limit, the Seller shall notify the Buyer of this fact, together with the indication of a new time limit, in which case the Buyer shall be entitled to state that he does not accept the new time limit and cancels the order, i.e. to withdraw from the Purchase Contract.
- 5.6 The place of delivery of the goods is the address specified in the order, otherwise the Buyer's registered seat specified in the Registration.
- 5.7 Goods are duly delivered at the time of delivery to the place of delivery. The Buyer is obliged to take delivery of the goods at the place of delivery.
- 5.8 The goods will be delivered in the quality and design corresponding to their purpose, or in the quality and design specified in the Order.

6. TRANSFER OF RISK OF DAMAGE TO GOODS AND LIABILITY FOR DEFECTS

- 6.1 The risk of damage to the goods passes to the Buyer at the moment of proper delivery of the goods.
- 6.2 The Buyer is obliged to report any defects detectable upon receipt of the goods, in particular in quantity, damage to packaging or otherwise obvious, on the next working day. Other defects shall be notified by the Buyer without undue delay after they have been detected, but no later than 5 days after they have been or could have been detected.
- 6.3 The relevant provisions of the Civil Code otherwise apply to the exercise of rights based on defects.

7. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 7.1 The Buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 7.2 For the purpose of delivery, the Buyer undertakes to notify the Seller of any changes without undue delay.

- 7.3 The Buyer undertakes, in connection with the offer of goods purchased under these Terms and Conditions to consumers, to comply with the Seller's recommendations available on the Internet at <http://www.bpagecy.cz/>.
- 7.4 The Purchaser acknowledges that the use and further offering of the goods must always be carefully considered in the light of their characteristics and that their use may not be appropriate in certain medical conditions of the user. The Seller accepts no liability for any unsuitability of the use and further offering of the goods.
- 7.5 The buyer assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

8. DATA PROTECTION AND STORAGE OF COOKIES

- 8.1 The protection of personal data of the Buyer, who is a natural person, is based on Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as "**GDPR**").
- 8.2 The Buyer acknowledges that he/she is obliged to provide his/her personal data correctly and truthfully when registering and ordering and that he/she is obliged to inform the Seller without undue delay of any change in his/her personal data.
- 8.3 By registering or ordering, the Buyer confirms that the personal data provided in the Registration and Order is accurate and that he/she is familiar with the "Privacy Policy" and that he/she has been informed of his/her rights and how to handle his/her personal data within the scope of the "Privacy Policy", which is available at <http://www.bpagecy.cz/>.

9. SUBMISSION

- 9.1 The Buyer shall be served via the email address specified by the Buyer in the respective Order, otherwise to the email address specified in the Registration.
- 9.2 The Seller may be served via the contact details provided on the website <http://www.bpagecy.cz/>.

10. FINAL PROVISIONS

- 10.1. All agreements between the Seller and the Buyer are governed by the law of the Czech Republic. If the relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law.
- 10.2. The parties expressly agree that the court of first instance with jurisdiction in the first instance, with its seat in Pilsen, shall have local jurisdiction for any disputes arising from the contract of which these Terms and Conditions form an integral part.
- 10.3. In the case of a translation of the Purchase Contract, the English version shall apply.

10.4. These Terms and Conditions are effective as of 1/2025 and are available on the Seller's website at <http://www.bpagecy.cz/> as **version 1.0.1**