

## **TERMS AND CONDITIONS**

business companies  
Golf Geum Technology s.r.o.  
based at Na Strži 65, 140 00 Prague, Czech Republic  
id number: 05034361  
registered in the Commercial Register kept by the Municipal Court in Prague,  
Section C, File 25  
for the sale of goods through the online store located at  
<https://www.golfgeum.com/en/configurator/>

### **INTRODUCTORY PROVISIONS**

- 1.1. These Business Terms and Conditions (hereinafter referred to as the "Business Terms and Conditions") of the trading company Golf Geum Technology sro, registered office: Na Strži 65, 140 00, identification number: 05034361, registered in the Commercial Register kept by the Municipal Court in Prague in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") govern the mutual rights and obligations of the parties arising in connection with or on the basis of hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online store. The online store is operated by the Seller on a website located at [www.golfgeum.com](http://www.golfgeum.com) (hereinafter referred to as the "Website") through the Website Interface (hereinafter referred to as the "Web Store Interface").
- 1.2. The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who acts when ordering goods in the course of his / her business activity or within his / her independent profession.
- 1.3. Provisions deviating from the terms and conditions can be agreed in the purchase contract. Divergent provisions in the sales contract shall take precedence over the provisions of the Terms and Conditions.
- 1.4. The provisions of the Terms and Conditions form an integral part of the purchase contract. The purchase contract and the terms and conditions are written in Czech. The purchase contract can be concluded in Czech or English language.
- 1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective date of the previous version of the Terms and Conditions.

## CONCLUSION OF THE PURCHASE CONTRACT

- 1.6. All presentation of the goods placed in the web interface of the shop is of informative character and the Seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.
- 1.7. The web interface of the store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if these goods cannot by their nature be returned by the normal postal route. Prices of goods include VAT and all related fees. Prices of goods remain valid as long as they are displayed in the web interface of the shop. This provision does not limit the Seller's ability to conclude a purchase contract under individually negotiated conditions.
- 1.8. The web interface also contains information about the costs associated with packaging and delivery.
- 1.9. To order goods, the Buyer fills in the order form in the web interface of the shop. The order form contains information about:
  - 1.9.1. ordered goods (the ordered goods are "inserted" by the Buyer into the electronic shopping cart of the web interface of the shop),
  - 1.9.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and
  - 1.9.3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").
- 1.10. Before sending the order to the Seller, the Buyer is allowed to check and change the data entered into the order by the Buyer, also with regard to the Buyer's ability to detect and correct errors caused by entering data into the order. The Buyer sends the order to the Seller by clicking on the "order" button. The data listed in the order they are deemed correct by the Seller. The Seller shall confirm the receipt to the Buyer immediately upon receipt of the order by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's E-mail Address").
- 1.11. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the order (eg in writing or by telephone).
- 1.12. The contractual relationship between the Seller and the Buyer arises upon delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by e-mail to the Buyer's e-mail address.

1.13. The Buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the purchase contract (Internet connection costs, telephone costs) shall be borne by the Buyer, which costs do not differ from the standard rate.

## **PRICE OF GOODS AND PAYMENT CONDITIONS**

1.14. The price of the goods and any costs associated with the delivery of goods according to the purchase contract may be paid by the Buyer to the Seller in the following ways:

by bank transfer to the Seller's account no. 2700988135/2010, kept at Fio banka s.r.o. ("Seller's Account");

cashless via GoPay payment system;

cashless payment card;

Together with the purchase price, the Buyer is obliged to pay to the Seller also the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.

1.15. The Seller does not require the Buyer to pay a deposit or other similar payment. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price in advance.

1.16. In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In case of cashless payment, the purchase price is due within 7 days from the conclusion of the purchase contract.

1.17. In the case of cashless payment, the Buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of cashless payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the Seller's account.

1.18. The Seller is entitled, not only if the Buyer fails to confirm the order additionally (Article 3.6), to request payment of the entire purchase price before sending the goods to the Buyer. The provisions of Section 2119 (1) of the Civil Code shall not apply.

1.19. Any discounts on the price of goods provided by the Seller to the Buyer cannot be

combined.

1.20. If it is usual in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue to the Buyer a tax document - invoice regarding payments made under the purchase contract. The Seller is a payer of value added tax. The tax document - the invoice is issued by the Seller to the Buyer after payment of the price of the goods and sent in electronic form to the Buyer's email address or physically added to the consignment.

## **WITHDRAWAL FROM THE PURCHASE CONTRACT**

1.21. The Buyer acknowledges that under the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the Purchase Contract for the supply of goods, which was modified according to the Buyer's wish or for himself, which has been irrevocably mixed with other goods after delivery, from a contract for the supply of sealed goods which the consumer has removed from the package and cannot be returned for hygienic reasons and from a contract for the delivery of audio or video recordings or computer software if Original packaging.

1.22. Unless the case referred to in Article 5.1 or any other case where the Purchase Agreement cannot be withdrawn, the Buyer has the right to withdraw from the Purchase Agreement within fourteen (14) days in accordance with Section 1829 (1) of the Civil Code. From the takeover of the goods, and in the case that the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the contract of sale must be sent to the Seller within the period specified in the previous sentence. For withdrawal from the purchase contract, the Buyer may use the sample form provided by the Seller, which is attached to the terms and conditions. Withdrawal from the Purchase Agreement may be sent by the Buyer to, inter alia, the Seller's premises or the Seller's e-mail address [info@golfgeum.com](mailto:info@golfgeum.com).

1.23. In case of withdrawal from the purchase contract pursuant to Article 5.2 of the Terms and Conditions, the purchase contract is canceled from the beginning. Goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract to the Seller. If the Buyer withdraws from the purchase contract, the Buyer bears the cost of returning the goods to the Seller, even if the goods can not be returned by its nature by normal mail. The goods cannot be damaged or visibly used.

1.24. In the event of withdrawal pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Agreement by the Buyer in the same manner as

the Seller accepted them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer upon returning the goods by the Buyer or otherwise, if the Buyer agrees and does not incur additional costs to the Buyer. If the Buyer withdraws from the contract, the Seller is not obliged to return the funds received to the Buyer before the Buyer returns the goods or proves that the goods sent to the Seller.

- 1.25. The Seller is entitled to unilaterally set off the claim for compensation of damage incurred to the Goods against the Buyer's claim for refund of the purchase price.
- 1.26. Until the Buyer accepts the goods, the Seller is entitled to withdraw from the contract at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by cashless transfer to the account specified by the Buyer.
- 1.27. If a gift is provided together with the goods to the Buyer, the gift contract between the Seller and the Buyer is concluded with the proviso that if the Buyer withdraws from the purchase contract, the gift contract for such gift expires and the Buyer is obliged to return provided gift.

## **TRANSPORT AND DELIVERY OF GOODS**

- 1.28. If the type of transport is negotiated on the basis of a special request of the Buyer, the Buyer bears the risk and possible additional costs associated with this way of transport.
- 1.29. If the Seller is obliged to deliver the goods to the place specified by the Buyer in the order under the purchase contract, the Buyer is obliged to take over the goods upon delivery.
- 1.30. In the event that, due to reasons on the part of the Buyer, it is necessary to deliver the goods repeatedly or in another way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. costs associated with other delivery methods.
- 1.31. 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 notify the carrier immediately. In case of finding a breach of the package, which indicates unauthorized entry into the shipment, the Buyer need not take the shipment from the carrier.
- 1.32. Other rights and obligations of the parties in the carriage of goods may be governed by special delivery terms of the Seller, if issued by the Seller.

## **RIGHTS OF DEFECTIVE PERFORMANCE**

- 1.33. The rights and obligations of the contracting parties in respect of rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
- 1.34. The Seller is responsible 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 when the Buyer has received the goods:
- 1.34.1. the goods have properties agreed upon by the parties and, in the absence of an agreement, those properties described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the goods and the advertising they carry out,
  - 1.34.2. the goods are fit for the purpose stated by the Seller or for which the goods of this kind are usually used,,
  - 1.34.3. the goods correspond to the quality or design agreed upon in the agreed sample or model, if the quality or design was determined according to the agreed sample or model,
  - 1.34.4. the goods are of an appropriate quantity, measure or weight, and
  - 1.34.5. the goods comply with legal requirements.
- 1.35. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear of the goods caused by its normal use, by the Buyer or if it results from the nature of the goods.
- 1.36. If the defect becomes apparent within six months of receipt, the goods shall be deemed to have been defective at the time of receipt. The Buyer is entitled to exercise the right from a defect that occurs in consumer goods within twenty-four months of receipt.
- 1.37. Rights from defective performance shall be exercised by the Buyer at the Seller's address, where acceptance of the complaint is possible with respect to the type of goods sold, possibly also at the registered office or place of business. The moment when the Seller receives the goods from the Buyer is considered to be the moment of the claim.
- 1.38. Other rights and obligations of the parties related to the Seller's liability for defects

may be regulated by the Seller's complaints procedure.

## **OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 1.39. The Buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 1.40. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of § 1826 para. e) of the Civil Code.
- 1.41. Out-of-court settlement of consumer complaints is provided by the Seller via the e-mail address info@golfgeum. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's email address.
- 1.42. The Seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 1.43. The Buyer hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.

## **PROTECTION OF PERSONAL DATA**

- 1.44. The protection of the personal data of the Buyer who is a natural person is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended.
- 1.45. The Buyer agrees to the processing of the following personal data: name and surname, home address, identification number, tax identification number, e-mail address and telephone number (hereinafter collectively referred to as "personal data").
- 1.46. The Buyer agrees with the processing of personal data by the Seller for the purpose of realizing rights and obligations under the purchase contract and for the purpose of maintaining a user account. Unless the Buyer chooses otherwise, he/she agrees to the processing of personal data by the Seller also for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety pursuant to this Article is not a condition that would, in itself, preclude the conclusion of a purchase contract.

- 1.47. The Buyer acknowledges that he/she is obliged to state his/her personal data (upon registration, in his/her user account, when ordering from the web interface of the shop) correctly and that he/she is obliged to inform the Seller without undue delay of any changes in his/her personal data.
- 1.48. The Seller may authorize a third party to process the Buyer's personal data as a processor. Except for the carrier transporting goods, personal data will not be transferred to third parties without the prior consent of the Buyer.
- 1.49. Personal data will be processed indefinitely. Personal data will be processed electronically in an automated manner or in printed form in a non-automated manner.
- 1.50. The Buyer confirms that the personal information provided is accurate and that he/she has been advised that this is a voluntary disclosure of personal information.
- 1.51. Should the Buyer believe that the Seller or the processor (Article 9.5) carries out the processing of his personal data that is contrary to the protection of the Buyer's private and personal life or the law, especially if the personal data are inaccurate with respect to for the purpose of their processing, may:
- 1.51.1. ask the Seller or processor for an explanation,
  - 1.51.2. require the Seller or processor to remedy the situation.
- 1.52. If the Buyer asks for information about the processing of their personal data, the Seller is obliged to provide this information. The Seller has the right to request adequate compensation not exceeding the costs necessary for providing the information pursuant to the previous sentence.

## **SENDING BUSINESS MESSAGES AND STORING COOKIES**

- 1.53. The Buyer agrees to receive information related to the Seller's goods, services or business to the Buyer's email address and further agrees to receive commercial communications from the Seller to the Buyer's email address.
- 1.54. The Buyer agrees to the storing of cookies on his computer. If it is possible to make a purchase on the website and fulfill the Seller's obligations under the purchase contract without depositing so-called cookies on the Buyer's computer, the Buyer may at any time withdraw the consent under the previous sentence.

## **DELIVERY**

1.55. It may be delivered to the Buyer at the Buyer's email address.

## **FINAL PROVISIONS**

1.56. If the relationship established by the purchase agreement 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 generally binding legal regulations.

1.57. If any provision of the Terms and Conditions is invalid or ineffective, or becomes such, 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.

1.58. The purchase contract, including the terms and conditions, is archived by the Seller in electronic form and is not accessible.

1.59. A standard form for withdrawal from the purchase contract is attached to the Terms and Conditions.

1.60. Seller's contact details delivery address: company site: Na Strži 65, 140 00 Prague, production facility and offices: U Továren 770/1b, 110 00 Prague 10, Czech Republic, e-mail address info@golfgeum.com, telephone 774 127 877.

In Prague on 7.5.2018

## 12. Annex MODEL OF WITHDRAWAL FROM THE PURCHASE CONTRACT

*My first and last name*

*My address*

*My phone and e-mail*

*Golf Geum Technology s.r.o.*

*ICO 05034361*

*Na Stržci 65, 140 00 Praha, Česká republika*

*At..... day .....*

### ***Subject: Withdrawal from a distance contract***

*Good day,*

*on ..... I concluded through your e-shop ..... the purchase contract for the goods (full name, type, color, including accessories) ..... I took the goods on*

*..... From a transport company employee*

*..... The shipment was delivered in intact packaging and in perfect condition.*

*As the goods did not fulfill my expectations, I decided to exercise my right and, in accordance with the wording of Section 1829 (1) of Act No. 89/2012 Coll., The Civil Code, to withdraw from the above purchase contract.*

*I send the goods back in a separate shipment and at the same time I ask you to remit the purchase price, including shipping costs amounting to ....., - CZK to my bank account no.*

*..... no later than 14 calendar days from delivery of this withdrawal.*

*Regards*

*.....  
(signature)*

*Attachments:*

*Copy of the sales receipt*