

STOCKIST

General Business Terms and Conditions

ACTIVA spol. s r.o., registered office Prague 9 – Letňany, Veselská 686, post code 199 00, company ID No.: 481 11 198, VAT No.: CZ48111198, registered with the Municipal Court in Prague, Section C, file 16077.

I. General Provisions

1. These General Business Terms and Conditions specify the rights and obligations of ACTIVA (hereinafter referred to as the "Seller" or as "Activa") and the customer (hereinafter referred to as the "Customer") which must be observed during the sale of furniture and room accessories and other relevant goods designed to be sold exclusively in STOCKIST stores (hereinafter referred to as "showrooms").
2. These General Business Terms and Conditions are binding for all ACTIVA companies, that is for all individual and business entities purchasing goods through STOCKIST showrooms. The Seller may change or modify the text of these General Business Terms and Conditions without any Customer consent but only within a reasonable and adequate scope. In such scenario, the Seller is obligated to provide the Customer with the new wording of the General Business Terms and Conditions in written form with the proposed changes highlighted and specify an adequate time period during which the Customer shall notify the Seller whether they accept the proposed changes or not. Should the Customer fail to provide their statement during the establish time it shall be understood that the Customer accepts these changes. Should the Customer disagree with the proposed changes, either party may withdraw from these General Business Terms and Conditions. In such scenario, the time withdrawal period has been established at 15 days. Conditions under which proposed changes must be delivered to the Customer are specified in Article VIII of these General Business Terms and Conditions.
3. Any relations between ACTIVA and the Customer not specified in these General Business Terms and Conditions are subject to the applicable provisions of Act No. 89/2012 Coll., of the Civil Code (hereinafter referred to as the "Civil Code"). According to these General Business Terms and Conditions and pursuant to Section 419 of the Civil Code, a consumer is any regular person buying goods outside of any business activities.

II. Subject of Fulfilment

1. Fulfilment of this Agreement refers to Goods and services ordered by the Customer and delivered by the Seller to the place of delivery under the conditions specified further below.
2. Based on a Customer request the Seller shall produce a Price offer or issue an Order sheet containing a detailed description of the sold goods, price, payment terms and estimated (not obligatory) delivery date.
3. Written approval (signature) of the Price offer or the Order sheet shall be considered a binding order based on which the Seller shall issue the Customer a Pro-forma invoice. Written approval of the Price offer or Order sheet constitute conclusion of **a purchase contract pursuant to Section 1725 et seq. of the Civil Code.**
4. Before issuing the relevant Order sheet the Customer is obligated to provide the Seller with correct information necessary to issue a tax document, which include company name, company headquarters/address, company ID No., VAT No. (if the Customer is a VAT payer) and place of delivery.
5. Approved Goods shall be ordered by the Seller from their sub-suppliers immediately after the Pro-forma invoice is paid by the Customer, which means after the amount of the Pro-forma invoice is credited to the account number of the Seller.
6. The subject of this Agreement does not include procurement of professional services relevant to construction and pipe distribution systems or connection of gas or electric appliances, which are not provided by the Seller.

III. Purchase Price, Advance Payments and Purchase Price Payment

1. The purchase price will be established based on the current ACTIVA pricelist. Prices valid at the moment when the relevant Goods are ordered shall apply. Should significant modification in prices occur due to changes in currency exchange rates, inflation rate or if delivery conditions of the relevant manufacturer change, the Seller has the right (unless agreed otherwise between the Customer and the Seller) to require the Customer to compensate the Seller for the difference occurred due to the new purchase price. If the Customer disagrees with the new amount of the Purchase price the Customer has the right to withdraw from the relevant purchase contract.
2. If production and transportation of a mock-up of the relevant product is necessary, the Customer will be billed for full production and transportation cost.
3. The Seller reserves the right to request the Customer to pay an advance payment in the amount of at least 35% of the entire purchase price, including. VAT.
4. The agreed advance payment shall be paid by the Customer based on the Pro-forma invoice issued by the Seller either via bank transfer by crediting the amount to the account number of the Seller or in cash or by debit card at the Seller's store. The method of payment shall be selected by the Customer when the relevant purchase contract is agreed and the Seller is obligated to accept the selected method payment.
5. Cash or debit/credit card payments are always exclusively in Czech crowns. Non-cash bank payments transferred to the account number of the Seller are executed in Czech crowns. After a prior agreement between the Seller and the Customer, payments may also be done in euros but only under a condition that the purchase price on all documents will also be in euros. In such scenario, the Seller shall provide the Customer with the necessary payment details (bank name and address, IBAN, possibly SWIFT code).
6. After receiving of Goods on stock the Seller shall ask the Customer to pay the remaining amount of the purchase price and to specify the delivery method and delivery place. The Customer is obligated to pay the remaining purchase price balance no later than within 14 days following the receipt of the payment note using one of the following payment methods:
 - a. In cash or by credit card exclusively in Czech crowns at a branch store register, before accepting the relevant Goods.
 - b. Via bank transfer by crediting the amount to the account number of the Seller specified on the Pro-forma invoice issued by the Seller. The Goods will be delivered when the remaining balance of the purchase price is credited to the account number of the Seller.
 - c. Cash payment to a driver exclusively in Czech crowns, provided that shipping was ordered by ACTIVA.
7. No debt or obligation of the Customer may be set off or included in the payment of the Purchase price, regardless whether such debt came into existence due to a contract or due to any other reason.
8. In case of a non-cash payment the Customer's obligation is regarded as fulfilled when the relevant amount is credited to the account number of the Seller.
9. Should the Customer be late with a payment of the relevant invoice, the Seller is entitled to charge the Customer, without prior notification, a late interest equal to 0.05% of the due amount (including VAT) per each day of delay. The clause above shall not affect the Seller's right to receive compensation for damages.

IV. Delivery time

1. Estimated delivery time is specified on the Price offer or on the Order sheet and will be confirmed after the Goods are ordered from the relevant supplier/manufacturer. Delivery times differ and are based on Goods availability and on the level of manufacturing difficulties of individual Goods or Goods assemblies.
2. The delivery time for ordered Goods shall commence on the day when the Seller received the agreed advance deposit specified under Article III, item 3 from the Customer. As far as furniture assemblies are concerned where the Customer must also approve manufacturing documentation, the delivery time also depends (besides the receipt of the advance payment) on the day when the Customer signs the approved manufacturing documentation. In such scenario, the delivery time shall commence on the day which occurs later.

3. The Customer is obliged to collect/let deliver Goods immediately after the payment of the purchase price or the remaining sum. Maximum time for collecting/delivering of Goods is 30 days from receipt of requests for payment, the deadline for payment of the purchase price (up to 14 days after request), it does not change.
4. If the Customer does not collect the goods within the deadline, the Seller is entitled to charge him a fee for storage of Goods. The Customer will be informed about actual fee together with a request for the payment and for the collection of Goods.
5. The Seller is not obligated to deliver Goods to the Customer if the entire purchase price is not paid.

V. Goods Delivery Terms

1. Unless both contracting parties agree on a different delivery place, the place of delivery shall be the branch of the Seller where the Goods were ordered.
2. The Seller may also deliver Goods to the Customer in partial deliveries.
3. The Customer is obligated to accept delivered goods in person or through an accepted and demonstrated method (for example, email, in written form) or the Customer must assign a person authorised to accept the Goods.
4. The Customer is obligated to inform ACTIVA immediately about any changes in the established place of delivery or about any changes in the contact person information. The Seller is not liable for any damages occurred due to incorrect or late delivery of Goods, provided that such delay occurred due to a failure of the Customer to observe the obligations specified in this article.
5. Should the Goods not be delivered due to a failure of the Customer, the Seller is entitled to request compensation for repeated deliveries from the Customer.
6. Should the relevant Goods be delivered by third persons (shippers) based on an agreement between the Seller and the Customer, the applicable Goods ownership rights will be transferred from the Seller over to the Customer when the goods are handed over to the shipper.
7. If Goods are ordered together with installation services, the delivery time shall be regarded as fulfilled on the day when the Seller confirms that Goods are ready to be delivered and installed at the place of delivery.
8. The Seller is obligated to ensure that the following requirements have been complied with in advance:
 - a. The delivery of goods to the place of delivery must be possible without any unusual difficulties,
 - b. The Seller and persons authorised by the Seller must be able to access the place of delivery of Goods
 - c. In the case of installation of lamps or furniture to the walls or ceiling, the Buyer shall convey to the Seller all the information necessary for the installation (walls or ceiling material, height of ceiling, location of electrical outlet etc.) . The Seller shall receive those information at least 3 working days before the date of installation. If the Buyer does not provide such an information within the prescribed period, the Seller is entitled to refuse to execute installation.
9. Goods delivery and acceptance shall be confirmed when both parties sign the necessary delivery document (delivery sheet) containing the exact specifications and quantities of the delivered Goods. The Customer is obligated to sign the delivery document or to specify any possible defects or shortcomings in terms of the quality or quantity of the delivered Goods. Should the Customer fail to do so, the Seller has the right to refuse to hand the Goods over to the Customer.
10. Goods damage liability shall be transferred over to the Customer at the moment when the delivered Goods are accepted.
11. The Seller shall issue a tax document and hand it over to the Customer at the time of Goods delivery together with the delivery document/sheet, or the Seller may do so later if agreed by both parties. The Seller may email the Customer a tax document in electronic form (PDF format) provided that the Customer gave the Seller written consent to do so, and the Seller shall send the tax document to the email address specified in the written consent.
12. In addition to requirements specified by the applicable laws, each invoice must contain the following information:
 - a. Seller's bank details:
 - b. Purchase price payable and due date.

- c. Customer order No., if the Seller requests the Customer to provide such number on the order.
 - d. Delivery document number and order number.
13. If the issued tax document contains incorrect or missing data the Customer may deliver the issued tax document back to the Seller using an approved delivery method. Together with the returned document the Customer must specify (based on the Customer's opinion) what defects the tax document contains. Should the tax document indeed be issued incorrectly, the Seller shall issue the Customer a new document containing all necessary information and complying with all applicable requirements.

VI. Goods Claims and Warranty

1. The rights and obligation of the Seller and the Customer in terms of Goods defect liabilities shall be subject to generally valid and accepted legal regulations, in particular, to Section 2099 et seq. of the Civil Code. If the Customer is also the final consumer as specified in Section 419 of the Civil Code, Goods defect rights and responsibilities are subject to applicable locally valid legal regulations, in particular to the provisions of Section 2165 et seq. of the Civil Code.
2. The Customer is obliged to inspect the Goods at the time of delivery. Incorrect goods quantities or defects must be reported by the Customer immediately at the time of the Goods acceptance process on the applicable Good acceptance document (delivery document). Defects specified on the Goods acceptance documents must be described by the Customer and must include descriptions of how these defects manifest themselves. The Customer must request the Seller, or a person authorised by the Seller who handed over these Goods, to sign this document. Claiming apparent (visible) defects, which the Customer could have discovered during the handover process but which are not specified on this document, may not be accepted as justified.
3. The Customer shall claim defective Goods in person at the relevant branch of the Seller, or via email or in writing. For each claim the Seller must produce a claim report (claim protocol). During a claim the Customer is obligated to present a tax document (invoice) or possibly warranty card (if issued) or any other document demonstrating the purchase of the claimed item and also detailed description of the defect and claimed rights. Based on the nature of the claim, the Customer may also provide additional documents which might be necessary for the claim evaluation, for example photographs, etc.
4. Following the receipt of the claim the Seller shall issue the Customer with a reference number which the Customer shall use when communicating with the Seller.
5. The Customer is obligated to provide the Seller with the necessary cooperation needed for successful processing of the claim. In particular, if the claim involves a smaller item or small parts such as hinges, drawers, chair seats, chairs, etc., the Customer must pack these parts properly and hand them over to the Seller. Claimed goods must be properly packed and cleaned in order to prevent damage during handling.
6. Products made from natural materials (wood, leather) cannot be claimed defective if the apparent defect ensues from the type/characteristics of the natural materials such as material impurities, disproportion in design, colour shades, structure, etc.
7. Products made entirely or partially by hand (handmade products) cannot be claimed as defective due to small variations ensuing from manual work, such as variations in stitching or fabric/leather draping, etc., and which the Customer was aware of at the time of goods acceptance, or if such type of variation is typical for manual production and does not affect the functionality of the product.
8. Should additional Goods be ordered later, variations in fabric or wood colour shades cannot be claimed as defective.
9. Further, the Seller is not liable for the following defects:
 - a. defects caused by the Customer or by a person other than the Seller after the Goods were accepted, or if such defects occurred due to outside events,
 - b. defects caused by unprofessional Goods handling,
 - c. defects occurring due to improper exposure of Goods to harmful weather conditions,
 - d. excessive wear and tear of goods occurring due to improper use,
 - e. defect occurring due to mechanical damages or due to modifications or tampering,
 - f. defects due to which the Customer received a discount and which are specified on the relevant tax document.

10. The Seller is not liable for defects occurring during transport or installation, if these services were not provided by the Seller.
11. The Seller is liable to the Customer and responsible for the fact that the sold item complies with the relevant purchase contract, in particular that the sold item is free of defects. If during the acceptance process it is discovered that the item is not in compliance with the purchase contract (hereinafter referred to as "incompliance with the purchase contract"), the Customer may request the Seller to remedy these defects and to make sure that the item complies with the requirements specified in the purchase contract and the Seller shall do so free of charge. Based on the Customer's request the Seller shall either replace or repair the item. If such defect removal is not possible the Customer may request an adequate discount from the purchase price or the Customer may withdraw from the contract. This shall not apply in cases when the buyer was aware, before accepting the item/product, of the fact that the item does not comply with the requirements specified in the purchase contract, or when the buyer alone caused such incompliance. Non-compliance with the relevant purchase contract which occurs within six months following the acceptance of the item shall be regarded as a defect existing at the moment of the item acceptance, unless it contradicts the nature of the product or unless proven otherwise.
12. The Customer cannot withdraw from the purchase contract if:
 - a) the contract describes provision of services and if these services were fulfilled based on the previous and explicit consent of the Customer before the withdrawal time period expired and provided that ACTIVA notified the Customer before conclusion of the relevant contract that in these cases the Customer has no right to withdraw from the contract,
 - b) the contract describes the delivery of Goods or services whose prices depend on financial market fluctuations and independently of ACTIVA intentions, and which may occur during the contract withdrawal time period,
 - c) the contract describes the delivery of alcoholic beverages which may only be delivered after a 30-day period and whose price depend on financial market fluctuations independently of ACTIVA,
 - d) the contract describes the delivery of Goods which have been modified according to Customer specifications or modified to suit the personal needs of the Customer,
 - e) the contract describes the delivery of Goods subject to rapid deterioration, including Goods which were irreversibly mixed with other Goods after the delivery,
 - f) the contract describes repair or maintenance services performed at a location specified by the Customer and upon the request of the Customer; however, this clause does not apply if other than required repairs were performed, or if other than required spare parts were delivered,
 - g) the contract describes deliveries of Goods packed in sealed containers which were removed from the container by the Customer and these Goods cannot be returned due to hygienic issues,
 - h) the contract describes delivery of audio/video recordings or software and the original packaging was tampered with,
 - i) the contract describes deliveries of magazines or periodicals,
 - j) the contract describes accommodation and transportation services, meal providing services or leisure time utilisation, provided that Activa offers these services during specified times,
 - k) the contract was concluded based on a public auction pursuant to applicable laws describing public auctions, or
 - l) the contract describes deliveries of digital contents, unless such contents were stored on physical media and provided that these Goods were delivered based on the previous and explicit consent of the Customer before the contract withdrawal time period expired, and provided that ACTIVA notified the Customer before conclusion of the relevant contract that in such scenario the Customer has no right to withdraw from the contract.
13. The Seller is obligated to process the claim within 30 days after acceptance of the claim. If the claimed Goods must be sent to a manufacturer abroad for evaluation, and if an expert evaluation of the relevant defect and its causes, etc. is unnecessary, the Seller may extend the claim time period up to 60 days. The Seller shall inform the Customer about such situation in a timely manner.
14. Within 4 days following the receipt of Goods returned by the Customer pursuant to the article above, the Seller is obligated to inspect the returned Goods and to establish whether the returned Goods are damaged, worn out or partially used. Within 10 days after the Goods examination period expired and provided that the

return of the Goods was justified, the Seller is obligated to reimburse the Customer for the paid purchase price plus any cost acquired in connection with the return of the Goods. If it concerns contract withdrawal, the Seller is not obligated to reimburse the Customer for the purchase price, provided that the Customer failed to return the ordered and delivered Goods back to the Seller.

15. Delivered Goods are covered by a 24-month warranty, unless a different warranty is provided by the manufacturer, or a different period is required by legal regulations. If it concerns refreshment items, computer consumables or office items, the manufacturer warranty specified on the Goods packaging shall always apply. An individual or special warranty is always specified in the ACTIVA catalogue or at the company website under the description of the relevant Goods.
16. If the Customer is also the final consumer as defined by Section 419 of the Civil Code, the warranty has been established at 24 months. If the sold item, its packaging, or instructions for use attached to the item specify an expiration date, as required by legal regulations, the warranty period ends with expiration of this deadline.
17. The warranty period shall begin on the day when the Goods are handed over to the Customer, or rather when the applicable delivery document is confirmed by the Customer. The warranty period shall be interrupted during the time when the Customer cannot use the Goods (Goods claim/complaint proceedings, repairs, etc.). The warranty does not apply to wear and tear caused by regular use.

VII. Personal Data Protection and Commercial Message Sending

1. Protection of personal Customer data is provided under Act No. 101/2000 Coll. on personal data protection, as amended.
2. The Customer agrees and is aware that the Seller will use their personal data provided to the Seller for the purpose of concluding the relevant purchase contract, including the Customer's first and last name, permanent address, electronic email, phone number or other information provided to the Seller for the purpose of concluding the relevant purchase contract (hereinafter referred to as "**personal data**").
3. The Customer agrees and is aware that the Seller will process their personal data for the purpose of exercising rights and obligations resulting from the purchase contract and for the purpose of sending information and commercial messages to the Seller.
4. The Customer is aware of their responsibility to provide true and correct personal data when making online orders and to inform the Seller without any undue delay about any changes in their personal data.
5. The Seller may appoint a third party as the processor for processing their Personal Data. Except for persons handling Goods deliveries Customer's personal data will not be disclosed by the Seller to any third parties without the prior consent of the Customer.
6. Personal data may be used for an indefinite period of time. Personal data will be processed in electronic form using an automated process, or manually if provided in a paper form.
7. The Customer declares that their personal data was provided voluntarily and that it is accurate. The Customer is aware of the fact that the consent allowing the Seller to process their personal data may be revoked through a written notice delivered to the Seller's address.
8. Should the Customer feel that the Seller or the data processing person uses their personal data contrary to the rules describing the protection of private and personal life, or contrary to the law, in particular if the personal data is inaccurate with regard to the processing purposes, the Customer may:
 - request the Seller or the data processing person to provide an explanation,
 - request the Seller or the data processing person to remedy this situation. This may particularly include blocking, correcting, adding or disposal of personal data. If, based on the previous sentence, the Customer request is justified, the Seller or the data processing person must remedy the defective status immediately. If the Seller or the data processing person fails to satisfy the request, the Customer may exercise their rights and forward this issue directly to the Office for Personal Data Protection. This provision does not affect the Customer's right to address the Office for Personal Data Protection directly and immediately.
9. If the Customer requests the Seller to explain and describe the actual method used to process their personal data, the Seller is obligated to provide the Customer with such information. The Seller is entitled to ask for a reasonable compensation for information provided based on the previous sentence, however, not exceeding the costs required for providing the actual information.
10. The Customer agrees to receive information relevant to goods, services or to the company of the Seller electronically, sent to the Customer's email address. Further, the Customer agrees to receive commercial messages sent by the Seller at their email address.

VIII. Delivery of Notices

1. Unless agreed otherwise, all correspondence relating to the purchase contract must be delivered to the other contracting party in writing via electronic mail, in person or via registered mail services provided by a postal carrier (at the sender's discretion). Mail shall be delivered to the email address of the Customer.
2. A message shall be considered delivered:
 - in case of electronic delivery, a mail shall be regarded as delivered when it is received by the incoming mail server. The integrity of messages sent via electronic mail may be secured by a certificate,
 - in case of personal delivery or through a postal service provider, mail shall be considered delivered when accepted by the addressee,
 - in case of personal delivery or through a postal service provider, mail shall be considered delivered when the mail is rejected by the addressee (or by a person authorised to accept mail on behalf of the recipient),
 - in case of delivery through a postal service provider, upon expiration of a ten (10) day period following the day when the shipment was stored at the relevant postal service provider and when a mail delivery notification was sent to the recipient, including cases when the addressee had no way of knowing that mail was stored on their behalf.

IX. Final Provisions

1. These General Business Terms and Conditions apply only to relations in terms of furniture and room accessories purchasing as well as other related items designed exclusively for sale in regular STOCKIST stores.
3. Legal relations between ACTIVA and the Customer shall be subject to the applicable legislature of the Czech Republic.
4. Should relations between ACTIVA and the Customer include international issues, both parties agree that such relation will be subject to applicable Czech laws. This clause shall not affect consumer rights resulting from generally binding legal regulations.
5. The Seller is entitled to sell Goods on the basis of a occupational license, and the Seller's activities are not subject to any other permits. The relevant Trade and Licensing Office shall perform the necessary occupational licence inspections.
6. In the case of a dispute, a Customer who is also the final consumer may turn to the Ministry of Industry and Trade, which has the jurisdiction to solve disputes through non-governmental organisations providing consulting services focusing on consumer rights and solutions for particular consumer issues.
7. These General Business Terms and Conditions shall take effect on 1 February 2017.