

TERMS AND CONDITIONS

ALBISTAV DEVELOPMENT s.r.o. with registered office at

Skalička 65, Skalice 50003, Skalice

identification number: 28849388 VAT number:

CZ28849388

registered in the Commercial Register kept at the Regional Court in Hradec Králové, Section C,
Insert 30851

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") of the company ALBISTAV DEVELOPMENT s.r.o., with registered office at Skalička 65, Skalice 50003, identification number: 28849388, VAT number: CZ28849388, registered in the Commercial Register kept at the Regional Court in Hradec Králové, Section C, Insert 30851 (hereinafter referred to as "**Seller**") regulate in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "**Purchase Contract**") concluded between the Seller and a natural person or legal entity with a place or seat of business outside the Czech Republic (hereinafter referred to as the "**Buyer**").
- 1.2. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.3. The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The contract of sale can be concluded in the Czech language.
- 1.4. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. All presentation of the goods placed in the web interface www.pooldo.cz is informative and the seller is not obliged to conclude a purchase contract regarding these goods. Section 1732(2) of the Civil Code shall not apply.
- 2.2. To order goods, the buyer fills out the order form on the web interface www.pooldo.cz or by e-mail or in person with the seller.
- 2.3. Before sending the order to the seller, the buyer is allowed to check and change the data. The Buyer sends the order to the Seller via the web interface, electronic mail or in person.

The Seller shall promptly, upon receipt of the order, notify the Buyer. The order shall be confirmed by e-mail to the Buyer's e-mail address specified in the order (hereinafter referred to as the "**Buyer's e-mail address**").

- 2.4. Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional order confirmation (for example, in writing or by phone).
- 2.5. The contractual relationship between the Seller and the Buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic mail address.

3. PRICE OF GOODS AND PAYMENT TERMS

- 3.1. 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 manner.

By wire transfer to the Seller's account No. 2501201424/2010, maintained at FIO banka CZ (hereinafter referred to as the "**Seller's account**"); in the case of payment in Euro to account No. 3374283002/5500 maintained at Reiffeisen Bank (hereinafter referred to as the "**Seller's account**").

- 3.2. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
- 3.3. If the subject of the purchase is a swimming pool and pool technology, the Seller requires payment of a deposit of 70% of the total price of the goods, including any work carried out by the Seller, transport costs and value added tax. Section 2119(1) of the Civil Code shall not apply. Payment of the advance is due within 5 working days of the conclusion of the contract or according to the term of the advance invoice. The buyer is obliged to pay the remaining 30% upon delivery of the goods or according to the deadline on the total invoice.
- 3.4. If the subject of the purchase is a swimming pool roof, the seller requires a deposit of 50 % of the total price of the goods, including any work carried out by the seller, transport costs and value added tax. Section 2119(1) of the Civil Code shall not apply. Payment of the advance is due within 5 working days of the conclusion of the contract or according to the term of the advance invoice. The buyer is obliged to pay the remaining 50% upon delivery of the goods or according to the deadline on the total invoice.
- 3.5. In case of non-cash 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 non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.
- 3.6. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.
- 3.7. If it is customary in the course of business or if it is provided for by generally binding legal regulations, the seller shall issue the following in respect of payments made under the contract of sale tax document - invoice to the buyer. The seller is a payer of value added

tax. The Seller shall issue the tax document - invoice to the Buyer after payment of the price of the goods and send it in electronic form to the Buyer's electronic address.

- 3.8. According to the Sales Records Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online; in case of technical failure, within 48 hours at the latest.
- 3.9. In case of delay in payment of the total amount (additional payment), the Seller is entitled to demand a contractual penalty of 0.2% of the amount due for each day.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 4.1. Unless it is a case referred to in Article 5.1 of the Terms and Conditions or another case where the purchase contract cannot be withdrawn from, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods, in accordance with the provisions of Section 1829(1) of the Civil Code, where the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. The withdrawal from the purchase contract 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 an annex to the terms and conditions. The Buyer may send the withdrawal from the Purchase Contract, inter alia, to the Seller's business address or to the Seller's e-mail address.
- 4.2. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The Goods must be returned by the Buyer to the Seller within fourteen (14) days of delivery of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned due to their nature by normal postal means.
- 4.3. In the event of withdrawal from the Purchase Agreement 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 Buyer's withdrawal from the Purchase Agreement in the same manner as the Seller received them from the Buyer. The Seller shall also be entitled to return the performance provided by the Buyer already upon return of the goods by the Buyer or in another manner, provided that the Buyer agrees and no additional costs are incurred by the Buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.
- 4.4. The Seller is entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
- 4.5. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time until the buyer takes over the goods. In this case, the Seller shall refund the purchase price to the Buyer without undue delay, in cash to the account designated by the Buyer.
- 4.6. If a gift is given to the buyer together with the goods, the gift contract between the seller

and the buyer is concluded with the condition that if the buyer withdraws from the purchase contract, the gift contract with respect to such gift shall cease to be effective and the buyer shall be obliged to return the gift together with the goods to the seller.

5. TRANSPORT, DELIVERY AND STORAGE 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. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery.
- 5.3. 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 in the order, the buyer is obliged to pay the costs associated with the repeated delivery of goods.
- 5.4. Upon receipt of the goods, the buyer is obliged to check the integrity of the goods and in case of any defects, immediately notify the seller. This is without prejudice to the buyer's rights under the liability for defects in the goods and other rights of the buyer under generally binding legal regulations.
- 5.5. The risk of damage to the Goods (e.g. loss or deterioration of the Goods) as well as any additional costs incurred shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer at the place of delivery specified in the Contract. The same consequence shall apply if the Buyer does not take possession of the Goods although the Seller has allowed him to dispose of them.
- 5.6. The Buyer shall be obliged to unload the Goods delivered by the Seller at the time and place of delivery agreed in the Contract at its own expense and responsibility and to procure suitable technical means for this purpose, e.g. forklift truck, crane or sufficient number of properly instructed adults to unload the Goods. The Buyer shall unload the Goods on the agreed delivery day within two hours from the time specified by the Seller for the start of the unloading, otherwise the Buyer shall pay the Seller a compensation of EUR 30 for each additional hour commenced until the unloading is completed. The Buyer agrees to accept all packaging material delivered with the Goods. The driver of the carrier's vehicle shall allow the Buyer to unload the Goods but shall not be obliged to unload the Goods personally. The Seller recommends that the Buyer arrange
 - for unloading the roofing in the box technical equipment or at least 4 persons,
 - at least 4 persons for unloading the roofing in assembled condition
- 5.7. Tying and handling of loads may only be carried out in accordance with the applicable regulations - in this case the international standard ISO - 12480. The emphasis is on protecting the health of persons in the handling area, and protecting property from damage, including the load. If there are disposable lashings on the pool (white kurtas), they are only intended for lifting the load so that the prescribed lashings can be stretched. Disposable lashings shall not be used to move the pool. The pool may only be stored on a

flat and clean surface free of stones and other possible protrusions that would damage the bottom. Wooden liners longer than the width of the pool may be used, in sufficient numbers to avoid deformation of the pool (spacing of the liners must not exceed 30 cm). Holes and other elements on the pool that resemble handling elements are for production purposes only and are not intended for hanging. They are not tensile strength elements. All handling of the pool (hereinafter referred to as load) is subject to the regulations applicable to such handling - International Standard ISO - 12480. Responsible person: crane operator, with valid certificate. The attachment/tying of the load must be carried out in accordance with the regulations for tying the load. Only marked lashings of the appropriate capacity and length may be used for handling loads. Any unmarked lashing device (or hitch point) is not a lashing/slinging device. Responsible person: a binder with a valid certificate (licence). Tying devices may be used in accordance with the applicable regulations and with the appropriate load capacity. Responsible person: a binder with a valid certificate (licence).

- 5.8. If the goods are delivered to the buyer's warehouse, the buyer is obliged to ensure suitable storage conditions. The goods must be stored in dry, airy, well-ventilated premises. In the case of storage of swimming pools, it is necessary to remove the covering foils from the walls, bottom and steps of the pool and to protect the pool with a tarpaulin against dust, adverse weather conditions and uneven sunlight. Swimming pools must only be stored on a flat, solid surface. In the case of storage of pool roofing, the covering sheets of polycarbonate sheets must be removed.
- 5.9. Other rights and obligations of the parties in the carriage of the goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

- 6.1. The rights and obligations of the contracting parties with regard to the rights arising 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 and Act No. 634/1992 Coll., on Consumer Protection, as amended).
- 6.2. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods:
- 6.2.1. the goods have the characteristics agreed by the parties and not specified in Articles 6.5. 6.6. 6.6. 6.7. 6.7.1. 6.7.2. 6.7.3. 6.7.4. 6.7.5. 6.7.6. 6.7.7. 6.7.8. and, in the absence of agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
- 6.2.2. the goods are fit for the purpose stated by the seller for their use or for which goods of that kind are usually used,
- 6.2.3. the goods correspond in quality or workmanship to the agreed sample or pattern, if the quality or workmanship was determined according to the agreed sample or pattern,

6.2.4. the goods are in the appropriate quantity, measure or weight; and

6.2.5. the goods meet the requirements of the legislation.

6.3. The buyer may exercise his/her rights under the liability for defects by e-mail at the following address info@pooldo.com or by sending a registered letter to ALBISTAV DEVELOPMENT s.r.o. Skalička 65, Skalice 500 03.

6.4. Other rights and obligations of the parties relating to the seller's liability for defects are governed by
Articles 6.5.

6.5. The Seller provides the Buyer with a 60-month warranty for the quality and tightness of the pool skeleton. The 60 month warranty is valid only upon delivery and installation of the pool skeleton by the seller. Furthermore, the total amount according to 3.3 and 3.4 agreed between the seller and the buyer must be paid. The warranty for other parts of the pool - pool accessories is 24 months. The warranty of 24 months does not apply to the following products.

6.6. The warranty does not apply to the pool skeleton if the installation and transport were not part of the contract agreed between the seller and the buyer. In this case, the warranty is 24 months.

6.7. Furthermore, the warranty does not cover defects arising from:

6.7.1. unprofessional handling or incorrect storage of the pool skeleton, as well as mechanical or chemical damage,

6.7.2. unprofessional construction preparation and non-compliance with the instructions for use of the product, as well as transformation of the product due to non-compliance with the instructions,

6.7.3. unprofessional drainage of the base plate under the pool skeleton, the seller shall not be liable for damage caused by groundwater, washout, floods, strong winds and other natural disasters,

6.7.4. inexpert handling of pool water - the temperature of the pool water must not exceed 30 °C, the pH of the pool water must be between 7.0-7.6pH, the chlorine value in the pool must not exceed 0.6 mg/l of water,

6.7.5. unprofessional operation of the pool in winter, failure to follow the procedure prescribed for winterizing the pool and its components, which is available on the website <https://pooldo.cz/technicka-podpora/>

6.7.6. for manufacturing and thermal tolerance, which makes the difference in dimension on the pool skeleton and steps up to 4 cm,

6.7.7. the natural aging process of the product, aesthetic deviations caused by production and normal use, which do not cause water leakage from the pool skeleton.

6.7.8. improper storage of the product.

6.7.9. When installing a skimmer or overflow pool and a process shaft or upstream shaft, it is

necessary to continuously check the construction company and its procedures and take regular photo documentation of the construction work, which must be carried out in accordance with the current versions of the "Installation Instructions" documents, which are stored at <https://pooldo.cz/technicka-podpora/>. In the event that a complaint procedure is initiated, the Seller will require the photographic documentation taken in order to assess the validity of the complaint.

6.8 The Seller is not responsible for any damage to health caused by the unprofessional use of the pool skeleton (pool) or by the use of the pool by a minor, including the accompaniment of an adult, and the Seller is not responsible for persons who are not qualified to swim or use the pool. The Seller recommends that the pool be used only in the presence of a responsible and competent person. The buyer assumes all responsibility for damages to health from the date of receipt of the product (pool skeleton and its components).

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. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.
- 7.3. Consumer complaints are handled by the Seller via the electronic address info@pooldo.com. The Seller sends information about the handling of the Buyer's complaint to the Buyer's electronic address.
- 7.4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, 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 purchase contracts.
- 7.5. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 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 online dispute resolution for consumer disputes).
- 7.6. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on Consumer Protection, as amended.
- 7.7. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

8. DATA PROTECTION

- 8.1. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for

the purposes of the negotiations on the Purchase Contract and for the purposes of the Seller's public law obligations by means of a separate document. <https://pooldo.com/wp-content/uploads/2020/02/gdprs.pdf>

9. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

- 9.1. In accordance with the provisions of § 7 (2) of Act No. 480/2004 Coll., on certain information society services and on amendments to certain acts (Act on certain information society services), as amended, the Buyer agrees to the Seller sending commercial communications to the Buyer's electronic address or telephone number. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.
- 9.2. The buyer agrees to the storage of cookies on his/her computer. In the event that the purchase can be made on the website and the seller's obligations under the purchase contract can be fulfilled without storing cookies on the buyer's computer, the buyer may withdraw consent under the previous sentence at any time.

10. SUBMISSION

- 10.1. The Seller may be delivered to the Seller's electronic address, personally to the company's CEO or to the address of ALBISTAV DEVELOPMENT s.r.o. Skalička 65, Skalice 500 03.

11. FINAL PROVISIONS

- 11.1. If the relationship established by the purchase contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. By choosing the law according to the preceding sentence, the buyer, who is a consumer, is not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 11.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, 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.
- 11.3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
- 11.4. A sample form for withdrawal from the purchase contract is attached to the terms and conditions.
- 11.5. Seller's contact details: delivery address ALBISTAV DEVELOPMENT s.r.o. Skalička 65, Skalice 500 03, e-mail address info@pooldo.com, telephone +420 722 417 628.

