General Terms and Conditions of AZUREON Poolmanufaktur s.r.o.

1. Introductory Provisions

1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the contractual relationship between the buyer (hereinafter referred to as the "Buyer" or "Client") and AZUREON Poolmanufaktur s.r.o., with its registered office at Nádražní 344/23, 150 00 Prague, Czech Republic, VAT Identification Number CZ29847184, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 453306 (hereinafter referred to as the "Seller" or "Contractor").

These GTC form an inseparable part of the purchase agreement concluded between the Buyer and the Seller, the subject of which is the supply of goods (hereinafter referred to as the "Goods"), or the contract for work concluded between the Client and the Contractor, the subject of which is the performance of work (hereinafter referred to as the "Agreement", being the collective designation for a purchase agreement and a contract for work). For the purposes of these GTC, the Seller/Contractor and the Buyer/Client are collectively referred to as the "Contracting Parties".

By signing the Agreement or any amendment thereto, the Buyer/Client confirms that they have read and understood the wording of these GTC, accept them and agree to their applicability.

1.2. The written form requirement shall also be satisfied in the case of legal acts performed by means of electronic communication, provided that such means enable the content of the legal act to be recorded and the person performing the act to be identified. The terms "in writing" or "written form" used in these GTC shall not include communication by SMS or messages sent via social networks. Legal acts performed by email shall be deemed delivered at the time they enter the recipient's sphere of control, in particular upon receipt at the most recent email address provided by the Buyer.

1.3. In the event of any conflict between individual provisions of these GTC and individual provisions of the Agreement, the provisions of the Agreement shall prevail.

1.4. The Seller is entitled to amend or supplement the wording of these GTC. Amendments shall be communicated to the Buyer at least 15 days in advance by electronic means. Rights and obligations arising during the period of validity of the previous version of these GTC shall remain unaffected.

2. Subject Matter of the Agreement

2.1. Under the Agreement, AZUREON Poolmanufaktur s.r.o., acting as the Seller, undertakes to deliver to the Buyer the item constituting the subject matter of the purchase, i.e. the product or goods specified in the Agreement (hereinafter referred to as the "Goods" or "Subject Matter of the Agreement"), and to enable the Buyer to acquire ownership of the Goods. The Buyer undertakes to accept the Goods and pay the purchase price to the Seller; or

2.2. AZUREON Poolmanufaktur s.r.o., acting as the Contractor, undertakes to perform the work agreed upon in the Agreement (hereinafter referred to as the "Work" or "Subject Matter of the Agreement") for the Client. The Client undertakes to accept the Work and pay the agreed remuneration for the Work.

3. Purchase Agreement

3.1. The Agreement shall be concluded:
a) by the Seller notifying the Buyer of acceptance of the Buyer's offer (order) without any additions, reservations, restrictions or other modifications by the Seller; acceptance of an offer containing an addition or deviation is hereby excluded in advance;

b) by the Buyer notifying the Seller of acceptance of the Seller's offer without any additions, reservations, restrictions or other modifications by the Buyer;

c) by the Buyer taking delivery of the Goods and confirming receipt, or by paying the purchase price to the Seller, provided that the Agreement has not been concluded pursuant to paragraph a) or b) of this clause.

3.2. The Buyer shall order the Goods in writing or in person. The written form requirement shall also be satisfied if an order is sent by email to the email address designated by the Seller for this purpose. Legal acts performed by the Seller by email shall be deemed delivered when they enter the recipient's sphere of control. The Buyer is also entitled to place an order by telephone using the telephone number designated by the Seller for this purpose. By placing an order, the Buyer confirms that they have read and understood the GTC in the version valid and effective at the time the order was submitted and agree to their applicability.

The order must contain at least the following information:

a) company name, designation of the entrepreneur/legal entity, place of business/registered office, registered address, Company Identification Number (IČ), VAT Identification Number (DIČ), and an indication of whether the Buyer is registered for VAT;
b) specification of the ordered Goods or services according to the designation used by the Seller, particularly type, size, design, etc.;
c) quantity of the ordered Goods, separately for each type and design;
d) method of delivery of the Goods;
e) delivery time;
f) place of delivery; unless otherwise agreed, the Seller's registered office shall be deemed the place of delivery;
g) the Buyer's contact details, particularly telephone number and email address, and, where applicable, the first name, surname and signature of the person authorised to represent the Buyer in this matter;
h) reference to any quotation issued, including its number or designation;
i) the contract price, if known to the Buyer according to the Seller's price list, including an indication of whether the price includes or excludes VAT.

3.3. If the Seller considers the information contained in the Buyer's order to be inaccurate or incomplete, the Seller is entitled to request that the Buyer supplement the information. Until the supplementary information is received, the order shall not be considered complete and confirmed.

3.4. Upon receipt of the order, the Seller shall send the Buyer an order confirmation or a new offer to conclude the Agreement. The order confirmation or new offer shall generally contain the information specified in Clause 3.2 of these GTC. If no order confirmation or new offer is sent to the Buyer within 14 (fourteen) days of the Seller receiving the order, the order shall expire and no Agreement shall be concluded.

The order confirmation may be sent by post or by electronic communication in accordance with Clause 1.2 of these GTC. The Seller is not obliged to confirm the Buyer's order.

Any acceptance by the Buyer of an offer made by the Seller that contains an addition, reservation, restriction, deviation or other modification shall, regardless of its nature or significance, not constitute acceptance of the offer but shall be considered a new offer by the Buyer. The Agreement shall be concluded only upon the Seller's express acceptance of this new offer. Acceptance of an offer made by the Seller must not refer to any terms and conditions other than these GTC. The Buyer's terms and conditions shall not form part of the Agreement, even if attached to the order, referred to in the order or otherwise used by the Buyer, unless the Seller expressly agrees to their applicability in writing.

3.4.1. The Buyer acknowledges that the information contained in these GTC and the annexes to the Agreement is provided for informational purposes only and does not replace the Buyer's obligation to ensure that construction and installation work is carried out professionally and in accordance with applicable laws and technical standards, where the purchase agreement concerns solely the supply of Goods without installation.

The Buyer has familiarised themselves with the design and characteristics of the Goods, their technical description and technical parameters, the work procedures and their results, any deviations that do not prevent normal use of the Goods, the materials used and their properties, and the requirements for maintenance and operation of the Goods.

3.4.2. If performance of the Agreement becomes substantially more difficult as a result of an event beyond the Seller's reasonable control, resulting in a significant increase in costs or disruption of the Seller's supply chain, the Seller and the Buyer shall be obliged to enter into negotiations regarding an adjustment of the Agreement. If no agreement is reached, the Seller shall be entitled to terminate the Agreement without compensation.

3.5. In the case of a purchase agreement concerning the supply of Goods where their installation by the Seller at a location specified by the Buyer has also been agreed, the provisions of Article 4 of these GTC governing contracts for work and the following provisions shall apply accordingly.

4. Contract for Work

4.1. By concluding the Agreement, the Client expressly declares that they are entitled to have the Work performed and the Subject Matter of the Work installed or erected at the location specified in the Agreement (hereinafter referred to as the "Place of Performance"). The Client undertakes to provide evidence of this entitlement upon request by the Contractor.

4.2. By concluding the Agreement, the Client confirms that they have familiarised themselves with the characteristics of the Subject Matter of the Agreement, the conditions for loading, transporting and unloading the items intended by the Contractor for performance of the Work, and the requirements for site preparation and completion at the Place of Performance.

4.3. Within the period specified in the Agreement, the Client shall prepare and hand over to the Contractor the Place of Performance in the agreed condition, in accordance with the requirements set out in the site preparation documentation, for the purpose of performing the Work and installing or erecting the Subject Matter of the Work.

The Client shall also fulfil all other conditions necessary for the Contractor's performance of the Agreement, particularly those specified in the Technical Data Sheet, the site preparation documentation and the installation conditions, which form an inseparable part of the Agreement. This also includes compliance with the obligations under Clause 4.4 of these GTC. The Contractor shall not be obliged to commence performance of the Work until these conditions have been fulfilled.

4.4. To ensure the necessary mutual communication, organisation and performance of the Subject Matter of the Agreement/Work, the Client shall, without a separate request, inform the Contractor in good time, in writing and in a verifiable manner, of their readiness to hand over the Place of Performance in accordance with Clause 4.3 of these GTC on the date specified in the Agreement. For this purpose, the Client shall use exclusively email or an agreed form provided by the Contractor. Upon receipt of the Client's notification of readiness to hand over the Place of Performance, the Contractor shall determine the date and time for taking over the Place of Performance and commencing performance of the Work there.

4.5. If the Place of Performance does not comply with the agreed conditions under Clause 4.3 of these GTC, or if the condition of the Place of Performance or its surroundings prevents the Contractor from performing the Work, the Client shall bear all costs associated with erecting or installing the Subject Matter of the Work at the Place of Performance. Such costs may include the use of a mobile crane, construction or other modifications to the Place of Performance or its surroundings, and additional services provided by the Contractor that are not specified in the Agreement. The Contractor shall not be obliged to fulfil its contractual obligations until the Client has ensured compliance with these conditions or until the conditions have otherwise been fulfilled.

4.6. The Client shall be liable for the consequences of inadequate site preparation, which may include, in particular, impairment of the function or characteristics of the Subject Matter of the Agreement, even if such defects are identified only during or after the commencement of installation or after delivery of the Subject Matter of the Agreement by the Contractor. If the Place of Performance does not meet the agreed conditions at the agreed time, the Client undertakes to reimburse the Contractor for costs arising from any additional work performed by the Contractor or from the Contractor's inability to perform the Work at the Place of Performance for this reason, particularly overhead, storage and transport costs. At the same time, the Contractor shall be entitled to payment of all amounts stipulated in the Agreement, including payments pursuant to the second sentence of this clause, before any work commences at the Place of Performance.

4.7. The Client or a representative of the Client holding written authorisation must be present at all times during any activities carried out by the Contractor at the Place of Performance. Otherwise, the Contractor shall not be obliged to perform the Work. The Client shall reimburse the Contractor for all costs incurred as a result of the Client's breach of this obligation.

4.8. If the Contractor delivers items intended for performance of the Work to the Place of Performance before site preparation has been completed or during unsuitable weather conditions, the Client undertakes to accept and store these items at the Place of Performance. The Contractor shall subsequently install the Subject Matter of the Work after site preparation has been completed and when weather conditions are suitable, on a date determined by the Contractor in advance.

Clause 6.1 of these GTC shall remain unaffected. The Client shall be obliged to pay the full remuneration for the Work as soon as the items constituting or intended to constitute the Subject Matter of the Work are brought to the Place of Performance.

4.9. During the Contractor's absence from the Place of Performance, the Client shall bear the risk of damage to individual items located there. If, during performance of the Work, the Subject Matter of the Work or any part thereof, or any item delivered by the Contractor to the Place of Performance for the purpose of performing the Work, is damaged or removed through no fault of the Contractor, the Client undertakes to pay the Contractor in advance an amount corresponding to the costs the Contractor is expected to incur for repair or replacement. Otherwise, the Contractor shall not be obliged to perform the Work.

4.10. The Contractor undertakes to deliver the Subject Matter of the Agreement to the Client within the period agreed in the Agreement. Rainy days and days on which the outdoor temperature falls below 10 °C or exceeds 30 °C at any time during the day shall not be included in this period or in the period between its expiry and the actual delivery date. The delivery period for the Subject Matter of the Agreement shall not commence before the Client has fulfilled their obligations towards the Contractor. The delivery period shall also be extended by the duration of any delay by the Client in fulfilling their obligations.

4.11. The Work shall be deemed performed once it has been completed and handed over. The Contractor shall fulfil its obligation to demonstrate that the Work is fit for use by allowing the Client to inspect the Subject Matter of the Work. The Work shall also be deemed completed and suitable for its intended use if it has minor defects which, individually or together with other defects, do not prevent or substantially restrict the use of the Subject Matter of the Work. The Client shall not be entitled to refuse acceptance of the Work on account of such defects.

4.12. The Client shall be obliged to accept the completed Work, with or without reservations, and confirm acceptance to the Contractor in writing on the handover document provided by the Contractor. A record of the graphical representation of the Client's signature on a dedicated electronic device provided by the Contractor (tablet or signature pad) shall also constitute proof of acceptance.

4.13. If the Client fails to accept the completed Work on the date specified in the Contractor's request for acceptance, the Work shall be deemed handed over on that date. The Contractor shall prepare a report documenting this and deliver it to the Client. That date shall be deemed the date of the taxable supply, and the Contractor shall be entitled to payment of the remuneration for the Work and to issue a tax document.

4.14. Unless expressly agreed otherwise, the Subject Matter of the Agreement does not include preparatory or final construction work, pressure testing, installation of pool steps, filling with water, commissioning of the Subject Matter of the Work, electrical installation and commissioning thereof, connection or protection of electrical equipment, or any other testing. The Client has been informed of the need for professional and safe connection of electrical installations associated with the Work and their inspection before connection to the electricity supply and commissioning.

4.15. The Client shall be liable for consequences arising from defects in the final construction work performed, particularly as a result of failure to comply with the Contractor's instructions contained in the agreed annexes to the Agreement (Technical Data Sheet, schematic pool drawing, site preparation documentation, Complaints Procedure, etc.). These annexes form an inseparable part of the Agreement, and the Client has familiarised themselves with them before concluding the Agreement. The Client shall be liable for the consequences of installing the Subject Matter of the Work at the Place of Performance and for its operation, securing and proper marking, particularly to prevent personal injury or property damage.

4.15.1. If performance of the Agreement becomes substantially more difficult as a result of an event beyond the Contractor's reasonable control, resulting in a significant increase in costs or disruption of the Contractor's supply chain, the Client and the Contractor shall be obliged to enter into negotiations regarding an adjustment of the Agreement. If no agreement is reached, the Contractor shall be entitled to terminate the Agreement without compensation.

4.16. The provisions of Article 3 of these GTC shall apply accordingly to contracts for work.

5. Price and Delivery of the Subject Matter of the Agreement

5.1. The price for the delivery or performance of the Subject Matter of the Agreement, as well as the time and method of payment, shall be specified in the Agreement. The prices of the Goods shall be determined according to the Seller's current price list, which is valid for a limited period and available from the Seller, unless expressly agreed otherwise in writing between the Contracting Parties in the Agreement.

The authority to approve or amend the price list, determine individual prices, price reductions, discounts, bonuses or other pricing conditions, and establish or amend warranty conditions and liability for defects shall rest exclusively with the Seller's managing directors acting jointly as two members and exclusively in writing.

Any amendments to the price list, warranties, delivery conditions, etc., that are not regulated by these GTC and have not also been confirmed by the managing directors shall be invalid from the outset. Such an act shall not create any obligation for the Seller unless subsequently confirmed by the Seller in writing.

Sales managers, directors or other persons acting on behalf of the Seller, other than the Seller's managing directors, shall not be authorised to change prices in any way, make price commitments, grant discounts or binding offers, or deviate from the applicable price list unless such deviation has been expressly approved in writing by the persons specified in this clause. Any verbal, email or other informal communication concerning a price, discount or other pricing condition shall not constitute a binding offer and shall not give the Buyer any right to conclude an Agreement on the terms communicated in this manner.

An amendment to the price list shall apply exclusively to orders concluded after the date on which the amendment takes effect and shall not apply to Agreements already concluded or orders already confirmed. The Seller is entitled to unilaterally adjust the price list for the Goods at any time during its period of validity. Such an amendment may be made without prior notice to the Buyer. The price change shall take effect on the date on which the new price list for the Goods is communicated to the Buyer.

5.2. Cashless payments agreed between the Seller and the Buyer shall be deemed made when the relevant amount is credited within the payment period to the Seller's account specified on the tax document, with the corresponding variable payment reference. **Cash payments at a business establishment or cash on delivery may only be made up to the maximum amount established by generally binding legislation, particularly the Act on the Limitation of Cash Payments.**

The Buyer shall pay the remaining portion of the contract price after deduction of any advance payment on the basis of an invoice or tax document issued by the Seller, unless the full amount has already been paid in advance pursuant to an advance invoice.

The Buyer shall not be entitled to withhold or refuse payment of the price due to formal defects in the invoice. In such a case, the Buyer must immediately inform the Seller, who shall issue a corrected invoice. If the Agreement stipulates that the Buyer must make an advance payment to the Seller, the Seller shall not be obliged to commence performance until the advance payment has been received.

If the Buyer is late in making the advance payment, the Seller cannot itself be considered in default during that period. The period for delivery of the Goods and provision of any additional services ordered from the Seller shall be extended by the duration of the Buyer's delay.

5.3. The Seller/Contractor is entitled to demand payment of the full price before dispatching the Subject Matter of the Agreement. The price of the Goods and services shall become binding upon conclusion of the Agreement. The price is determined on the assumption that delivery of the Goods will take place as a single, continuous operation without interruptions for reasons attributable to the Buyer. If additional costs arise for reasons attributable to the Buyer, the Buyer undertakes to reimburse the Seller in full for such additional costs.

5.4. Unless otherwise agreed in the Agreement, the price excludes the costs of non-standard packaging, transport, insurance, customs duties and any other costs associated with transporting the Goods to the location specified by the Buyer, as well as the costs of installation or servicing of the Goods. Transport of the Goods shall be organised by the Seller exclusively on the basis of an order from the Buyer and at the Buyer's expense. The occurrence of additional costs under this provision shall not entitle the Buyer to a price reduction, withdrawal from the Agreement or assertion of any other claims against the Seller.

5.4.1. Unless otherwise agreed in the Agreement, the price of the Subject Matter of the Agreement also excludes assembly and installation of the Goods and their subsequent servicing. The Buyer may order assembly, installation and servicing of the Goods, including the procurement of any spare parts, from the Seller or arrange for such work to be carried out by the Buyer or a third party at the Buyer's own expense. The Buyer shall bear the costs associated with the delivery of any spare parts. The Seller shall not be liable for damage suffered by the Buyer as a result of assembly, installation or maintenance of the Goods carried out by the Buyer or a third party.

5.5. If, at the time of the taxable supply, i.e. on the date of handover of the Subject Matter of the Agreement or payment of the price of the Goods, different VAT legislation applies from that in force on the date the Agreement was concluded, the Seller shall be obliged to adjust the agreed price in accordance with the new legal provisions. The Contracting Parties undertake to accept the price adjusted in this manner. The price adjustment shall affect all provisions of the Agreement.

If, on the date of delivery of the Goods or provision of the service, the Buyer does not have a valid VAT Identification Number (DIČ) issued for VAT purposes in the relevant EU Member State, the Buyer shall be obliged to pay the Seller an amount equal to the VAT applicable in the Czech Republic on the date of delivery of the Goods or provision of the service. The price for the delivery of the Goods shall be increased by this amount.

5.6. The Seller is entitled to set off its due and not-yet-due receivables, insofar as they are enforceable, against any receivables of the Buyer. The Buyer shall not be entitled to unilaterally set off its receivables without the Seller's written consent.

5.7. If the Buyer defaults on payment of a monetary obligation arising from any Agreement concluded with the Seller, the Seller shall be entitled to suspend delivery of the Goods or other performance until all outstanding amounts have been paid in full, without thereby being considered in default. The Seller shall also be entitled to do so if, after conclusion of the Agreement, it becomes aware of adverse circumstances affecting the Buyer's ability to pay or financial situation.

5.8. The Seller shall deliver the Goods within the period agreed in the Agreement. The Seller is entitled to extend the delivery period by the duration of any temporary impediment to the performance of its contractual obligations caused by an extraordinary, unforeseeable and unavoidable obstacle beyond its control. Such obstacles include, in particular, natural events (earthquakes, floods, adverse weather), mobilisation, armed conflicts, civil unrest, power outages, traffic accidents, police checks, maritime accidents, road or port closures, or an obstacle referred to in Clause 5.2 of these GTC.

The Seller shall immediately inform the Buyer of the obstacle and whether, and if so when, it will be able to fulfil its contractual obligation. The Buyer shall have no claim against the Seller for compensation for damage suffered as a result of such obstacles. During the existence of such an obstacle, the Buyer shall not be entitled to withdraw from the Agreement on the grounds of the Seller's delay in delivering the Goods or providing the ordered services.

5.9. If obstacles at the delivery location or in its surroundings prevent the Seller from properly delivering the Goods or providing services, the Buyer shall bear all costs necessary to remove such obstacles. Such costs may include transshipment of the Goods, use of a mobile crane, construction or other modifications to the delivery location or its surroundings, additional services provided by the Seller or carrier, or partial deliveries. The Seller shall not be obliged to fulfil its contractual obligations until the Buyer has ensured the removal of such obstacles or until they have otherwise ceased to exist.

The Seller shall only be obliged to deliver the Goods to a location accessible to the truck or articulated vehicle transporting them. The Buyer must inform the Seller in good time if the delivery location is not accessible in this manner and designate a suitable location for unloading the Goods. Otherwise, the carrier shall transport the Goods to the nearest accessible location, where the Buyer shall be obliged to unload them at their own expense.

5.10. The Buyer shall bear full responsibility for accepting the Goods in accordance with the concluded Agreement. If the Buyer authorises a third party, including a carrier selected by the Buyer, to accept the Goods under the Agreement (hereinafter referred to as the "Authorised Person"), the Buyer shall bear full responsibility for the proper granting of such authorisation and for the actions of the person authorised to accept the Goods. The actions of the Authorised Person shall be deemed actions of the Buyer. The Seller shall not be liable for damage caused to the Buyer by such an Authorised Person.

5.11. If the Seller or a carrier selected by the Seller hands over the Goods at the delivery location specified in the Agreement to a person presenting themselves as authorised by the Buyer to accept the Goods, the Seller or carrier shall be deemed to have acted in good faith regarding that person's authority. The Seller shall not be liable for damage suffered by the Buyer if it subsequently transpires that the person was not actually authorised by the Buyer to accept the Goods under the Agreement.

5.12. The Buyer shall be obliged to unload the Goods delivered by the Seller at the agreed delivery time and location, at the Buyer's own expense and responsibility. For this purpose, the Buyer shall provide suitable technical equipment, such as a forklift or crane, and/or a sufficient number of properly instructed adults to unload the Goods. The Buyer shall unload the Goods on the agreed delivery date within two hours of the time specified by the Seller for the commencement of unloading. Otherwise, the Buyer shall be obliged to pay the Seller compensation of CZK 750 for each additional hour commenced until unloading has been completed. The Buyer undertakes to accept all packaging material delivered with the Goods. The driver of the transport vehicle shall allow the Buyer to carry out unloading but shall not be obliged to unload the Goods personally.

The Seller recommends that the Buyer provide:

- suitable technical equipment or at least four physically capable adults to unload a pool enclosure supplied in the BOX version;
- at least four physically capable adults to unload an assembled pool enclosure.

5.13. The slinging and handling of loads may only be carried out in accordance with applicable regulations, in this case the international standard ISO 12480. Particular attention must be paid to protecting the health and safety of persons within the handling area and preventing damage to property, including the load itself. If disposable lifting slings (white straps) are attached to the pool, they are intended solely to lift the load sufficiently to allow the prescribed lifting equipment to be passed underneath. Disposable lifting slings must not be used to move the pool. The pool may only be placed on a flat, clean surface free from stones or other protrusions that could damage its bottom. Wooden supports longer than the width of the pool may be used. A sufficient number must be provided to prevent deformation of the pool. The distance between individual supports must not exceed 30 cm.

Openings and other elements on the pool that may appear to be handling or lifting points are intended exclusively for production purposes and must not be used for attaching lifting equipment. They are not load-bearing lifting points. Any handling of the pool (hereinafter referred to as the "Load") is subject to the applicable regulations governing such handling, namely international standard ISO 12480. Responsible person: crane operator holding a valid certificate of competence. Attachment and slinging of the Load must comply with the applicable regulations for slinging loads. Only marked lifting accessories of appropriate load capacity and length may be used for handling loads. Unmarked lifting accessories or lifting points shall not be considered permissible lifting accessories or lifting points. Responsible person: slinger holding a valid certificate of competence.

Lifting accessories may only be used in accordance with applicable regulations and their rated load capacity. Responsible person: slinger holding a valid certificate of competence.

These technical instructions are provided for informational purposes only and do not replace the Buyer's obligation to comply with applicable laws and technical standards.

5.14. If the Buyer fails, for any reason, to accept Goods that have already been transported under the Agreement at the agreed time and location, the Buyer shall be obliged to pay the Seller, before the commencement of the respective transport, the costs of returning the Goods to the Seller and subsequently transporting the Goods to the Buyer again.

5.15. The agreed delivery time may not be changed unilaterally. If the Buyer informs the Seller before transport of the Goods begins that they will not accept the Goods at the agreed time for any reason, the Buyer shall be obliged, immediately upon the Seller's request, to pay a cancellation fee equal to the costs of the transport already arranged and a storage fee of CZK 500 for each day commenced until the Goods are released from storage for transport to the Buyer. Payment of the cancellation fee and storage fee shall settle all claims of the Buyer in connection with the non-delivery of the Goods at the agreed time.

6. Ownership and Transfer of Risk

6.1. Ownership of the Goods shall pass to the Buyer only upon full payment of the purchase price to the Seller (retention of title). The Buyer hereby assigns to the Seller all receivables arising from any resale of these Goods, and the Seller accepts this assignment.

6.2. The risk of damage to the Goods, including loss or deterioration in quality, as well as all subsequently incurred costs, shall pass from the Seller to the Buyer upon delivery of the Goods to the Buyer at the delivery location specified in the Agreement. The same legal consequence shall apply if the Buyer fails to accept the Goods despite the Seller having made them available to the Buyer.

The Seller shall not be liable for damage to the Goods occurring after the risk has passed to the Buyer, even if the Buyer has not accepted the Goods.

6.3. The Goods are protected by industrial property rights and intellectual property rights, particularly the protected designations AZUREON, BRILIX, G2, G3, ALBIXON BOX and ALBIXON NOBOX, as well as other trademarks, trade names, domain names, graphic elements, photographic documentation, videos, animated materials, marketing and technical documentation, and know-how belonging to the Seller or persons or companies affiliated with the Seller through ownership or personnel relationships.No provision of the Agreement or these GTC shall be construed as transferring any rights to the Buyer or granting any licence, sublicence, exclusive or non-exclusive right of use, whether expressly or implicitly.

The Buyer shall be entitled to use the trademarks, trade names, domains, designations, symbols, photographic documentation, videos, animated materials and other materials of the Seller and persons or companies affiliated with the Seller through ownership or personnel relationships exclusively for identifying and promoting the Goods. Such use shall be permitted only with the prior written consent of a representative of the Seller and exclusively within the scope, for the purpose, in the form, for the period and within the territory specifically and expressly defined in that consent.

6.3.1. The Buyer shall not be entitled to use these rights or materials:

- for other business activities of their own;
- to promote other products or services;
- to edit, combine, modify or create derivative works from them in any manner;
- to present them as their own or as rights or materials belonging to a third party;
- in a manner likely to create a risk of confusion, **whether partially or indirectly, unless the Seller has given express and specific written consent.**

6.3.2. Actual use, tolerance, inactivity, omission, failure to exercise a right or silence on the part of the Seller shall not be construed as consent to use these rights or materials. Nor shall such circumstances establish any licence, sublicence, right of use, regional or other exclusivity, or right equivalent to a right in rem, even on the basis of long-standing use or the Buyer's good faith. The possibility of acquiring, through acquisitive prescription, any intellectual property right belonging to the Seller or persons or companies affiliated with the Seller through ownership or personnel relationships is expressly excluded.

The Buyer undertakes to maintain the confidentiality of all data, materials and information provided in connection with the Goods. This obligation also extends to the use of industrial property rights and intellectual property rights associated with the delivered Goods. Any infringement of these rights by the Buyer shall constitute a material breach of the Agreement and shall entitle the Seller, in particular, to:

- immediate cessation of unauthorised use;
- removal of protected signs from all media and materials;
- full compensation for damages;
- restitution of unjust enrichment;
- assertion of further statutory claims without the need for prior notice.

6.3.3. The Buyer/Client undertakes to maintain the confidentiality of all data made available to them. This shall also apply to the use of industrial property rights relating to the Subject Matter of the Agreement.

6.3.4. Any authorisation granted to the Buyer to use intellectual property rights belonging to the Seller or persons or companies affiliated with the Seller through ownership or personnel relationships shall terminate no later than the date of termination of the Agreement, unless expressly agreed otherwise in writing.

6.4. If the Buyer/Client fails to pay the agreed price properly and on time, the Seller/Contractor shall be entitled, pursuant to Clause 6.1 of these GTC, to remove the Subject Matter of the Agreement, including accessories, from the Place of Performance at the Buyer's/Client's expense. For this purpose, the Buyer/Client expressly consents to the Seller/Contractor entering the Place of Performance where the Subject Matter of the Agreement is located. In such a case, the Buyer/Client shall not be entitled to any performance, particularly reimbursement of costs incurred in restoring the Place of Performance to its original condition, provided that its alteration was strictly necessary for the Seller/Contractor to exercise the right described in the preceding sentence.

6.5. If the Buyer/Client is in default in accepting the Subject Matter of the Agreement or making a payment, the Seller/Contractor shall be entitled, after prior notification and after granting the Buyer/Client an additional reasonable period of at least 30 days to fulfil the obligation, to sell the Subject Matter of the Agreement in an appropriate manner for the account of the Buyer/Client.

6.6. If the Buyer/Client defaults on payment of a monetary obligation arising from any Agreement concluded with the Seller/Contractor, the Seller/Contractor shall be entitled to suspend delivery of the Goods or other performance until all outstanding amounts have been paid in full, without thereby being considered in default. The Seller/Contractor shall also be entitled to do so if, after conclusion of the Agreement, it becomes aware of adverse circumstances affecting the Buyer's/Client's ability to pay or financial situation.

7. Rights Arising from Defective Performance

7.1. The Seller/Contractor shall deliver or perform the Subject Matter of the Agreement in accordance with the terms of the Agreement and the generally binding legal regulations of the Czech Republic. The Seller's liability for defects shall be governed by the relevant provisions of the Civil Code of the Czech Republic. If the Seller expressly provides a guarantee of quality for the Goods or a particular characteristic of the Goods pursuant to Section 2113 et seq. of Act No. 89/2012 Coll., the Civil Code, the Seller's special conditions, hereinafter referred to as the "Warranty Conditions for Distributors", applicable to the respective Goods shall apply.

The authority to establish and amend warranty conditions and liability for defects shall rest exclusively with the Seller's managing directors acting jointly as two members and exclusively in writing. Any amendments to warranties or conditions that are not regulated by these GTC and have not also been confirmed by the managing directors shall be invalid from the outset.

7.2. The Buyer acknowledges that the information contained in these GTC is provided for informational purposes only and does not replace the Buyer's obligation to ensure that construction and installation work is carried out professionally and in accordance with applicable laws and technical standards.

The Buyer has familiarised themselves with the design and characteristics of the Goods, their technical description and technical parameters, the work procedures and their results, any deviations that do not prevent normal use of the Goods, the materials used and their properties, and the requirements for maintenance and operation of the Goods.

7.2.1. External influences may cause deformation (deflection) of the infill panels of the pool enclosure structure. **Such deformation constitutes a natural characteristic of the materials used in production, does not impair the use of the Goods and shall not constitute grounds for a complaint.**

The Buyer acknowledges that the actual internal dimensions and measurements of the Goods may be subject to certain spatial, shape-related and production-related tolerances. These tolerances amount to ±30 mm for polypropylene pools (approximately 0.4% of the product length) and ±20 mm for aluminium pool enclosure structures (approximately 0.25% of the product length), compared with the values specified in the Agreement. The stated tolerances are based on general technical principles and are guided by the relevant provisions of standards ČSN EN ISO 20457 and ČSN 73 1601. The specified dimensions may also change depending on the thermal expansion of the materials, the installation method and changes in environmental or climatic conditions.

7.2.2. The Buyer has been informed of the contents of the other documents forming an inseparable part of the Agreement, particularly the wording and contents of the respective handover reports and the illustrated annex concerning the construction process and completion of the pool shell.

The Buyer has expressly familiarised themselves with the site preparation procedure to be ensured before installation of the Goods at the Place of Performance and the recommended procedure for completing the construction work after taking delivery of the Goods. Changes in shape, dimensions or characteristics caused by defective site preparation or completion work, groundwater or rainwater, earth pressure or other external influences shall not constitute grounds for a complaint.

7.2.3. The Buyer has been informed of the necessity of surrounding the technical shaft with concrete. For all types of pool enclosures, particular care must be taken when handling the product and its components, especially with regard to children's safety. The Buyer acknowledges that the materials used to manufacture the pool enclosure structure and its infill panels are specifically intended for this purpose, namely the manufacture of pool enclosures. The surface treatment of the structural components of the enclosure is carried out in accordance with the standards applicable to this intended use. If the enclosure structure has not been surface-treated, the Seller prohibits the use of active-oxygen-based oxygen chemistry (ozone chemistry).

7.2.4. The Buyer has been informed of the necessity of professional and safe connection of electrical equipment associated with the Goods and its inspection before connection to the electricity supply and commissioning. When installing a skimmer pool or overflow pool and a technical shaft, the construction company and its procedures must be continuously monitored, and photographic documentation of the construction work must be prepared regularly. The construction work must be carried out in accordance with the current version of the "Site Preparation" document and the recommendations contained therein, particularly:

- surveying and excavation – details of excavation for the base slab and positioning of the pool equipment (technical shaft);
- levelling the excavation base and draining the base slab – installation of the drainage system in the individual stages;
- concreting the base slab – concrete pouring, installation of reinforcement mesh and final concrete layer;
- positioning the pool shell and installing the pool equipment in the individual stages;
- bracing the pool and subsequently backfilling with soil in the individual stages;
- concreting the thermal structure in the individual stages according to the pool type (overflow/skimmer);
- for overflow pools, concreting beneath the overflow channel in the individual stages;
- construction of the base slab for the final surface finish in the individual stages.

If a complaints procedure is initiated, the Seller shall request the photographic documentation prepared in order to assess whether the complaint is justified. The Seller shall not be liable for defects or damage resulting from defective site preparation, installation or other interventions carried out by the Buyer or a third party.

7.3. The Buyer has familiarised themselves with the contents of the Complaints Procedure, which sets out in greater detail the scope, conditions and procedure for asserting the Seller's liability for defects in the Goods.

Without the Seller's prior written consent, the Buyer shall not be entitled to carry out any interventions on the Goods or permit interventions by a third party, particularly repairs, modifications, dismantling, installation, servicing or other technical interventions.

If the Buyer defaults on payment of the purchase price under the Agreement, the Seller shall be entitled to suspend the processing of a complaint until the purchase price has been paid in full. No warranty shall be granted in such a case. Any intervention by a third party in the Goods without the Seller's prior written consent shall result in the termination of the Seller's liability for defects in the Goods to the extent that such intervention may have influenced the occurrence or extent of the defect, as well as the termination of any guarantee of quality granted.

An exception shall apply exclusively in an emergency where the safety of persons is directly endangered or significant property damage is imminent and the Seller's prior consent cannot be obtained. In such a case, the Buyer shall be obliged to:

- take only those measures necessary to prevent the immediately threatened damage;
- inform the Seller immediately in writing of the intervention;
- provide evidence of the scope, reason and nature of the intervention, including photographic documentation and identification of the person carrying out the intervention.

If the Buyer fails to demonstrate compliance with the above conditions, the intervention shall be deemed unauthorised, with all the legal consequences arising under this Article. The Buyer shall be obliged to take reasonable measures to mitigate damage.

7.4. The Buyer acknowledges that advertising statements, illustrations and multimedia presentations are provided for informational purposes only and that the characteristics of the Goods relevant to the concluded Agreement are those agreed between the Parties and described by the Seller before the Agreement was signed.

7.5. Not specified.
7.6. Not specified.

7.7. The Buyer shall be obliged to inspect the Goods immediately upon receipt and notify the Seller in writing of any apparent defects within 1 day of taking delivery. Rights arising from defects must be asserted no later than 6 months after delivery of the Goods. Otherwise, the right to submit a complaint shall lapse, and withdrawal from the Agreement on these grounds shall no longer be possible.

7.8. The Buyer shall bear the burden of proving the existence of the defect and that it arose before the transfer of risk.

8. Contractual Penalties and Compensation for Damages

8.1. If the Seller is in default in handing over the Goods, the Seller shall pay the Buyer a contractual penalty of 0.05% of the price of the Goods for each day of delay, on the basis of a tax document/ invoice issued by the Buyer for this purpose. The maximum contractual penalty under this provision shall be 5% of the price of the Goods.

8.2. If the Buyer defaults on a payment under the Agreement, the Buyer shall be obliged to pay the Seller a contractual penalty of 0.05% of the price of the Goods for each day of delay in fulfilling the obligation. The contractual penalty shall become payable upon the Seller's request.

8.3. Payment of the contractual penalty under Clause 8.2 shall not affect the right to compensation for damage caused, including loss of profit, even to the extent that such damage exceeds the contractual penalty.

8.4. If the Buyer fails to accept the Goods on the date specified in the Agreement and a transport price has been agreed in the Agreement, the Buyer shall be obliged to pay the Seller 100% of the transport price immediately upon request. This shall also constitute cancellation of transport for pools if cancellation takes place 30 calendar days or less before the scheduled dispatch date, or cancellation of transport for pool enclosures, BRILIX products, walls and shafts if cancellation does not take place at least 7 calendar days before the scheduled dispatch date.

8.5. If an order for Goods is cancelled or an already scheduled dispatch date is postponed within a period shorter than the deadlines specified below, the Seller shall be entitled to charge a cancellation fee of 25% of the price of the ordered Goods on the basis of an invoice issued by the Seller:

- NO BOX pool enclosures – less than 21 calendar days before the scheduled dispatch date;
- standard, model-specific and customised pools – less than 28 calendar days before the scheduled dispatch date;
- custom-manufactured pool enclosures – less than 35 calendar days before the scheduled dispatch date.

If an earlier dispatch date than those specified above was agreed when the Goods were ordered, cancellation or postponement of the scheduled date shall also result in cancellation fees of 25% of the price of the entire order.

No cancellation fee shall apply to standard BOX pool enclosures, technical walls, shafts or BRILIX products.

8.6. The Seller shall not be liable for indirect, consequential or special damages, particularly loss of profit suffered by the Buyer or the Buyer's third parties, loss of revenue, loss of business opportunities or other indirect economic losses, reputational damage or penalties imposed on the Buyer by third parties. The Seller's total liability for damages arising from an Agreement/order shall be limited to an amount equal to 5% of the value of the respective Goods.

8.7. If the Seller/Contractor engages another person (a third party) to collect receivables arising from the Agreement against the Buyer/Client, the Buyer/Client shall also be obliged to pay the costs associated with collection by that third party.

8.8. If the Buyer/Client has caused the invalidity of the Agreement, the Buyer/Client shall be obliged to compensate the Seller/Contractor for the resulting damage, including loss of profit.

9. Force Majeure

9.1. The Seller shall be released from its obligation to compensate for damages if it proves that it was temporarily or permanently prevented from fulfilling its contractual obligation by an extraordinary, unforeseeable and unavoidable obstacle beyond its control (force majeure), which arose after conclusion of the Agreement and could not be prevented by the Seller.

9.2. Circumstances constituting force majeure within the meaning of the Agreement shall include, in particular, natural disasters such as earthquakes, floods, hurricanes and fires; wars, revolutions, uprisings, pirate attacks, political coups, general strikes, government interventions in the form of boycotts or embargoes, major disruptions to electricity or oil supplies, terrorist attacks, epidemics, quarantine measures and other unforeseeable and unavoidable events. Adverse weather conditions that make delivery of the Goods or provision of the ordered service impossible shall also constitute force majeure.

9.3. If a force majeure event occurs, the Seller shall be obliged to inform the Buyer immediately in writing. The Seller shall likewise notify the Buyer when the force majeure event ends. Failure to comply with this obligation shall result in the loss of the right to invoke the force majeure event.

9.4. The Seller's contractual obligations shall be temporarily suspended for the duration of the force majeure event. If performance of the Agreement becomes impossible due to force majeure, the Contracting Parties shall agree, by means of an amendment to the Agreement, on an appropriate adjustment of the Subject Matter of the Agreement, price and performance period. If no agreement is reached, either Contracting Party shall be entitled to withdraw from the Agreement by unilateral declaration sent to the other Contracting Party by registered post. The Contracting Parties expressly agree that, in the event of delay or impossibility of performance caused by force majeure, neither Party shall have any claim against the other for compensation for damages, loss of profit, contractual penalties or other compensation.

9.5. If performance of the Agreement becomes substantially more difficult as a result of an event beyond the Seller's reasonable control, resulting in increased costs or disruption of the Seller's supply chain, the Seller and the Buyer shall be obliged to enter into negotiations regarding an adjustment of the Agreement.

If no agreement is reached, the Seller shall be entitled to terminate the Agreement without compensation.

10. Withdrawal from the Agreement

10.1. If any of the obstacles referred to in Article 5 of these GTC permanently prevents the Seller from fulfilling its obligations towards the Buyer, or if such an obstacle persists for more than 30 days, the Seller shall be entitled to withdraw unilaterally from the Agreement in writing. In such a case, the Seller shall refund the purchase price already paid by the Buyer, or the relevant portion thereof, less the costs incurred by the Seller up to that point from which the Buyer derives a benefit. In such a case, the Seller shall not be liable to the Buyer for failure to fulfil its obligations under the concluded Agreement or for damage arising from such failure. In particular, the Seller shall not be liable to the Buyer for damage arising from agreements concluded by the Buyer with other persons, especially consequential or indirect damage.

10.2. The Seller shall also be entitled to withdraw unilaterally from the Agreement where provided for in the Agreement or by law. The Seller shall be entitled to withdraw from the Agreement if the Buyer enters liquidation or if insolvency proceedings or comparable proceedings are initiated against the Buyer. The Seller shall also be entitled to withdraw from the Agreement or suspend deliveries of Goods if the Buyer is more than 15 calendar days late in fulfilling a due obligation towards the Seller.

The Seller shall also be entitled to withdraw from the Agreement if the Buyer materially or repeatedly breaches any contractual obligation, despite having been notified of the breach in writing and failing to remedy it within an additional reasonable period of at least 10 calendar days. This shall not apply to breaches of obligations concerning the protection of intellectual property or confidentiality. In such cases, the Seller shall be entitled to withdraw from the Agreement with immediate effect.

10.3. In the event of withdrawal, the Agreement shall terminate on the day following the date on which the written notice of withdrawal is delivered to the other Contracting Party. The notice of withdrawal must be delivered to the other Contracting Party by registered post or by data message to its address. The notice of withdrawal shall also be deemed delivered on the date on which a registered letter is returned to the sender as undeliverable or at the time the recipient expressly refuses to accept it.

In the case of delivery by data message, the statutory presumption of delivery shall apply.

10.4. Termination of the Agreement by withdrawal shall not affect the Contracting Parties' obligations to pay contractual penalties, compensation for damages or compensation for other losses, or the validity and effectiveness of contractual provisions which, by their nature or by express agreement, are intended to remain in force after termination of the Agreement.

11. Common Provisions

11.1. The unenforceability, ineffectiveness or invalidity of any provision of these GTC or the Agreement shall not affect the validity, effectiveness or enforceability of the remaining provisions. If a provision is ineffective or invalid for any reason, it shall be replaced by the statutory provision that most closely corresponds to its content. The Contracting Parties undertake to replace such a provision without undue delay with a new agreement that is legally permissible and corresponds as closely as possible to the original meaning and intention of the Parties.

11.2. The Buyer acknowledges that all technical instructions contained in these GTC are provided for informational purposes only and do not replace the Buyer's obligation to comply with applicable laws and technical standards. The Seller shall not be liable for damage arising from the Buyer's or a third party's failure to observe or incorrect interpretation of these technical instructions.

11.3. The Seller/Contractor is entitled to take photographic documentation of the delivered Goods/performed Work and use it for its own marketing and presentation purposes, particularly on its websites, social networks or as reference material. The photographic documentation shall exclusively show the Goods/Work and shall not include the appearance of the Buyer/Client, any other identifiable persons, personal data or other circumstances that could reveal the Buyer's/Client's privacy or the exact location of the Goods/Work. The Buyer/Client shall not be entitled to any remuneration in connection with such use.

11.4. The Seller/Contractor reserves the right to modify technological procedures, provided that such modifications do not affect the characteristics of the Goods/Work or impair their normal use. Such modifications to technological procedures may also take place after the Agreement has been signed, particularly in view of technical and technological developments at the Seller/Contractor, for example through innovations, appropriate facelifts or technological progress.

Such modifications shall not constitute grounds for the Buyer/Client to withdraw from the Agreement or claim compensation or damages from the Seller/Contractor.

12. Final Provisions

12.1. By concluding the Agreement and accepting these GTC, the Buyer confirms that they have been familiarised with the technical description of the Goods, which corresponds to the expectations arising from marketing and advertising materials and descriptions, and that sufficient technical information has been provided. The Buyer has also been informed of the conditions for operation, use and maintenance and of the contents of these GTC, which the Buyer acknowledges as binding.

12.1.1. The natural person acting on behalf of the Buyer shall satisfy any monetary claim of the Seller arising against the Buyer under the Agreement or these GTC. This guarantee shall secure every obligation arising from the Agreement, including obligations arising in the future which the Buyer, as debtor, fails to fulfil properly and on time.

12.2. The Buyer agrees that the Seller may use data relating to the Buyer, for the accuracy of which the Buyer is responsible and which is specified in agreements and/or other documents, for offering additional Goods and services, sending commercial communications, and for business documentation and statistical purposes.

12.3. By concluding the Agreement with the Seller, the Buyer undertakes not to engage in competitive activities towards the Seller during the term of the Agreement that could adversely affect the Seller's business activities.

In particular, without prior express consent, a licence or other authorisation granted by the Seller, the Buyer shall not:

a) manufacture Goods identical or confusingly similar to the Goods forming the subject matter of the concluded Agreements;
b) copy, imitate or otherwise use technical solutions employed by the Seller in manufacturing the Goods, or disclose such technical solutions to third parties;
c) present the Seller's Goods as the Buyer's own Goods or as Goods belonging to another legal entity, or engage in any other acts of unfair competition against the Seller.

For each individual breach by the Buyer of an obligation under this Article of the GTC, the Buyer shall be obliged to pay the Seller a contractual penalty of CZK 2,500,000 (in words: two million five hundred thousand Czech crowns).

Payment of the contractual penalty shall not affect any other claims of the Seller. The Seller and the Buyer declare that the amount of the contractual penalty corresponds to the nature and significance of the obligation secured by it.

12.4. Unless otherwise provided in the Agreements or these GTC, the relevant provisions of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended, shall apply to the concluded Agreements.

Legal relationships arising from the Agreements shall be governed by the laws of the Czech Republic. Disputes shall be decided by the court of the Czech Republic having subject-matter jurisdiction and territorial jurisdiction over the location of the Seller's registered office.

12.5. The Seller's price list for the Goods constitutes an annex to these GTC. The Seller's price list for the Goods is available in printed form at the Seller's registered office or shall be sent to the Buyer/Client by email upon request.

12.6. These General Terms and Conditions shall enter into force on 1 September 2026.