

TERMS AND CONDITIONS

Before buying our products, please read the terms and conditions carefully. If you have any questions, feel free to contact us.

1. Introductory provisions

1.1. For the purposes of this contract, OteSound, s.r.o., IČ: 27661164, DIČ: CZ27661164, residing at Klatovská 424/22, Ponava, 602 00 Brno, registered in the commercial register with Regional Court in Brno under file number C 49802, will further be referred to as “Otesound” or “the seller”.

The seller is subject to VAT.

Payment details of the seller:

Raiffeisenbank a.s.

Hvězdova 1716/2b, 140 78 Praha 4, Czech Republic

IBAN: CZ8755000000005329415036

SWIFT code: RZBCCZPP.

1.2. These terms and conditions (further referred to as “terms and conditions”) are a part of the purchase contract and define the contractual relationship between the seller and the buyer. Terms and conditions govern mutual rights and obligations between contractual parties, in coherence with § 1751 article 1 law nr. 89/2012 coll. of the civil code (further referred to as „the civil code“). These rights and obligations are established by the buyer purchasing a product from the seller, thus entering a purchase contract.

1.3. The Internet store is managed by the seller, and can be accessed at www.otecables.com (further referred to as “the website“), through the interface of the Internet store (further referred to as “the web store“).

1.4. These terms and conditions do not apply in cases where the buyer is either a legal person, or a natural person acting on behalf of their employer or their own entrepreneurial activities.

1.5. Provisions derogating from the terms and conditions can be established in the purchase contract. Derogating arrangements in the purchase contract supersede any derogating agreements in the terms and conditions.

1.6. Establishing the terms and conditions is an integral part of the purchase contract. The purchase contract and the terms of condition are written in English language. The purchase contract can be entered into in English language.

1.7. The seller can update or change the terms and conditions. This does not affect the rights and obligations that were enacted under the previous version of the terms and conditions.

2. Selecting and ordering products, entering the purchase contract

2.1. Presentation of any products at the web store is of strictly informative character and the seller is under no obligation to sell the presented products. Provision § 1732 art. 2 of the civil code does not apply.

2.2. The web store contains information about the products and the related terms of purchase, warranty conditions, delivery options, payment options and refund possibilities

2.3. After choosing a product from the web store, the buyer sends an inquiry to the seller via contact form or e-mail.

2.4. The seller creates a quote for the product(s) or service(s) and forwards the quote to the buyer's email address

2.5. If the buyer agrees to the terms of purchase as specified in the quote, the buyer makes a binding order by confirming that they accept the quote. Before making the binding order, the buyer is required to get acquainted with the terms of purchase established by the terms and conditions and complaint procedure. This does not exclude the possibility of the seller to negotiate different conditions for the purchase contract.

2.6.

Most of the products advertised on the web store are not available in stock. We produce them on commission. Estimated delivery time is included in the seller's quote.

2.7. The quote that the seller makes to the buyer includes:

- a/ List of products in the quote
- b/ Prices of individual products and the total price of the order
- c/ VAT rates that apply to the products in question
- d/ Delivery conditions according to INCOTERMS
- e/ Validity of the offer
- f/ Payment conditions, means of payment
- g/ Estimated time of delivery
- h/ Information about the requirement to get acquainted with the terms and conditions and complaints procedure with a link to the page of the web store.

2.8. Contractual relationship between the seller and the buyer is created by the buyer accepting the seller's quote. If the buyer accepts the quote, it is automatically assumed that the buyer has acquainted themselves with and fully agreed to the terms and conditions, including the complaints procedure.

2.9. The buyer agrees to using long-range communication means when negotiating the purchase contract. The costs to the buyer from using long-range communication means related to negotiating the purchase contract (Internet connection, phone calls) are covered by the buyer. These costs do not differ from usual rates.

3. Price of the products and payment conditions

3.1. All prices listed at the web store include VAT. Shipping costs will be added to the price (including potential customs charges) if the seller is required to deliver the products according to the purchase contract. If the price for a particular product is not included on the web store, it can be obtained by sending an inquiry to the seller. The seller subsequently creates a quote for the buyer, for requisites of the quote see 2.7.

3.2. Price of the goods and any eventual costs arising from packaging and delivering the products according to the purchase contract will be paid by the buyer via cashless transfer to the seller's bank

account. Information about the transfer (account number, bank, variable symbol or a different reference for payment identification) will be provided to the buyer by the seller after entering the purchase contract. The payment will usually be made to our account with Raiffeisenbank, see 1.1.

3.3. The buyer's obligation to pay for the products is fulfilled at the moment when the money has been credited to the seller's bank account.

3.4. If the delivery of the products is a part of the purchase contract, the buyer is required to also pay for the costs of packaging and shipping along with the agreed price of the products.

3.5. The seller usually requires the payment from the buyer in advance. This does not exclude the possibility of entering a contract under different conditions.

3.6. If it is customary in business relations, or if it is established by mandatory legal provisions, the seller will provide an invoice with the information about all payments related to the purchase contract. The seller is a payer of VAT. The seller will send the invoice to the buyer's email address.

3.7. By the same means, the invoice for packaging and shipping costs can be provided (even separately), if packaging and shipping are part of the purchase contract. Payment is usually required in advance. This does not exclude the possibility of mutual agreement under different conditions.

4. Shipping and delivery of the products

4.1. If the seller is obligated to deliver the products to the buyer, the buyer bears the risks and costs of shipping.

4.2. The seller makes a quote to the buyer regarding the delivery of the products. The seller chooses a delivery service. If the buyer accepts the quote, it is considered a binding order of the delivery service from the seller, and the buyer is required to pay the costs associated with the delivery. The seller reserves the right to change the means of delivery, even without the knowledge of the buyer. This however cannot result in lowering the quality or changing the price of the service.

4.3. If the seller is required according to the purchase contract to deliver the products to a location specified by the buyer, the buyer is required to receive the shipment at the time of delivery.

4.4. If the products have to be delivered repeatedly due to the buyer failing to receive the products, the buyer is required to cover any costs related to repeated delivery or different means of delivery.

4.5. When receiving the products, the buyer is required to check for integrity of the packaging, and in case of any defects, the buyer is required to immediately inform the carrier. If the packaging has been compromised, the buyer is not required to accept the shipment from the carrier.

4.6. Other rights and obligations of the contractual parties related to the delivery can be modified by the seller, if the seller provides special delivery conditions.

4.7. The products can be personally collected at the point of dispensation at the following address: OteSound, s.r.o., Palackého náměstí 9A, 621 00 Brno-Řečkovice.

5. Withdrawal from the purchase contract

5.1. The buyer hereby acknowledges that according to provision § 1837 of the civil code, it is not possible to withdraw from the purchase contract if the products were modified according to the wishes of the buyer.

5.2. In coherence with provision § 1829 art. 1 of the civil code, the buyer has the right to withdraw from the purchase contract within 14 days from receiving the products. If the products that are part of a single purchase are delivered across multiple shipments, the return period starts after receiving the last of the shipments. Withdrawal from the purchase contract has to be delivered to the seller within the return period. For withdrawing from a purchase contract, you can use the template provided by the seller. The buyer can send the withdrawal from the purchase contract to the address of the seller, or via e-mail at sales@otecables.com.

5.3. The address for returning the products (even personally) is OteSound, s.r.o., Palackého náměstí 9A, 621 00 Brno-Řečkovice.

5.4. In the case of withdrawal from the purchase contract according to article 5.2 of the terms and conditions, the purchase contract is terminated. The products have to be returned within 14 days of the withdrawal from the purchase contract. If the buyer withdraws from the purchase contract, the buyer bears the shipping costs related to the return of the products to the seller, even in cases where the products cannot be shipped via usual delivery methods. The buyer is required to verify the purchase of the products (preferably by presenting proof of purchase).

5.5. In case of withdrawal from the contract according to article 5.2 of the terms and conditions, the seller returns the payment received from the buyer within 14 days from withdrawal of the buyer from the purchase contract. If the buyer withdraws from the purchase contract, the seller is not required to return the payment for the products before the buyer returns the products, or proves that the products have been shipped to the seller.

5.6. The buyer has the right to unpack and test the products after receiving them within the 14 day period, in a way that is appropriate when buying products from a brick-and-mortar shop, to the extent necessary to determine the function, features and quality of the products. The buyer is responsible for lowering of the price of the products that has been caused by handling of the products that is not considered necessary to determine the function, features and quality of the products. The seller has the right to make a unilateral claim for the costs of damages against the claim of the buyer for refunding the payment that the seller received from the buyer as a part of the purchase contract.

(We recommend the products are returned undamaged, unused and in original condition, including accessories)

5.7. If the shipment consisted of more parts, and the buyer does not return all the parts of the shipment, the seller returns only the amount of money proportionate to the value of returned goods.

5.8. Before sending the products back, please inform us in writing that you want to withdraw from the contract. See article 5.2 for conditions of withdrawal.

5.9. According to the provision § 1837 letters a), j) of the civil code, the buyer cannot withdraw from the contract if the contractual services in question (for example shipping) were already utilized before the end of the withdrawal period. Costs of shipping, if the products have already been shipped, are non-refundable.

5.10. The seller has the right to withdraw from the purchase contract at any time before the products are received by the buyer. In such cases, the seller refunds the price of the products to the buyer as soon as possible, via a cashless transfer to the buyer's account.

6. Rights when receiving defective products

6.1. The seller is responsible that the products are in flawless condition at the time of delivery. The seller is responsible for the following at the time of delivery:

a/ The products have properties that were mutually agreed upon by the seller and the buyer, and if there is no such agreement specified in the purchase contract, the products have properties that were advertised by the seller or that the buyer can reasonably expect, based on marketing and nature of the products.

b/ The products are suited for the purpose that is advertised by the seller, or that the products are suitable for the purpose that can be reasonably expected for this particular type of product.

c/ The quality of the product is not lower than as it was advertised by the seller, or as it was contractually negotiated between the seller and the buyer.

d/ The buyer receives the products in the appropriate quantity and weight.

e/ The products are compliant with the applicable legal regulations.

6.2. The provisions included in article 6.1 of the terms and conditions are not applicable to products that are sold at reduced priced because of a defect, or to any wear associated with regular usage of the product. If the products were sold as used, these provisions do not apply to any wear or flaws that were present at the time the products were received by the buyer.

6.3. If a defect in a product is discovered within 6 months of the buyer receiving it, it is assumed that the product was defective at the time of the buyer receiving the product. The buyer can exercise warranty rights regarding the product within 24 months from receiving the products.

6.4. Warranty claims are handled by the seller at the address OteSound, s.r.o., Klatovská 424/22, Ponava, 602 00 Brno, or by e-mail at sales@otecables.com.

6.5. Other rights and obligations of the contractual parties regarding the seller's warranty responsibilities and exact procedure of putting forward a warranty claim are specified in the complaint procedure.

7. Other rights and responsibilities of the contractual parties

7.1 The buyer gains legal possession of the products by paying the seller in the amount equal to the full price of the products.

7.2. Any extra-judicial consumer disputes regarding the purchase contract are handled by the Czech Trade Inspection (Česká obchodní inspekce), residing at Štěpánská 567/15, 120 00 Praha 2, IČO: 00 02 08 69, website: <http://www.coi.cz>. The buyer has the right to submit a petition with the Czech Trade Inspection via online form, available at <https://www.coi.cz/informace-o-adr/>

7.3. The buyer hereby accepts the risks of the conditions changing according to § 1765 art. 2 of the civil code.

7.4. In case of dispute the buyer can submit a petition via the platform for extra-judicial consumer disputes within the EU, which is available at:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

The petition can be submitted only if both the buyer and the seller reside in the EU.

7.5. European Consumer Center Network, bureau for the Czech Republic, residing at the address: Štěpánská 567/15, 120 00 Praha 2; website: <http://www.evropskyspotrebitel.cz>; is the place of contact according to 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 consumer ODR).

7.6. Each of the contractual parties bears any costs related to extra-judicial consumer disputes.

8. Protection of personal information.

8.1. Personal data controller according to regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (further referred to as: „GDPR“) is OteSound, s.r.o., IČ: 27661164, DIČ: CZ27661164, residing at Klatovská 424/22, Ponava, 602 00 Brno, registered in the commercial register with Regional Court in Brno under file number C 49802 (further referred to as: „data controller“).

8.2. Data controller's contact info is:
Address: Klatovská 424/22, Ponava, 602 00 Brno
E-mail: sales@otecables.com

8.3. The data controller handles your identification and contact information necessary for the fulfillment of the contract which you provided, namely the following:
name and surname
email and phone number
shipping and billing address
cookies and IP

8.4. The legal grounds for processing of the personal data are:
a/ fulfillment of the contract between you and the controller according to art. 6 par. 1 b) GDPR,
b/ fulfillment of the legal responsibilities of the controller, according to art. 6 par. 1 c) GDPR,
c/ lawful interest of the controller to provide direct marketing (mainly for distributing of commercial communication and newsletters) according to art. 6 par. 1 f) GDPR,
d/ your consent to your personal data being processed for the reason of providing direct marketing (mainly for commercial communication according to art. 6 par. 1 a) GDPR in conjunction with s § 7 par. 2 law nr. 480/2004 Sb., about some services of the information society in the case that the purchase contract has not been signed.

8.5. Reasons for processing personal data are:
a/ completing your order and execution of legal rights and obligations between you and the controller; when placing an order, personal data is required for fulfilling the order (name and

address, contact information), providing personal information is a requirement for entering and fulfilling the purchase contract, without providing personal information it is not possible to enter or fulfill the contract,

b/ fulfillment of legal responsibilities towards the state,

c/ sending commercial communication and other marketing activities.

8.6. Automated individual decision-making is not granted to the controller according to art. 22 GDPR.

8.7. The controller keeps the personal information

a/ for the duration that is necessary for fulfillment of rights and obligations emerging from the contractual relationship between you and the controller and exercising claims based on these contractual relationships (for the time of 15 years after ending of the contractual relationship).

b/ before the agreement with processing of personal data for marketing purposes is revoked, or for maximum time of 5 years, if the personal data is processed based on the agreement.

After this period, the controller erases the personal information.

8.8. Receivers of the personal information are persons who

a/ participate in delivery of goods/services/realization of payments according to the contract

b/ handles the operation of the web store or provides other services related to the operation of the web store,

c/ provide marketing services.

The controller does not intend to provide the personal information to a third country (outside EU).

8.9. Under the conditions established by GDPR, you have a right to:

a/ access your personal data according to art. 15 GDPR,

b/ update your personal data according to art. 16 GDPR, or limit its processing according to art.18 GDPR,

c/ erase your personal information according to art. 17 GDPR,

d/ submit a challenge against processing of the personal data according to art. 21 GDPR,

e/ transferability of the personal data according to art. 20 GDPR, and

f/ revoke the agreement with processing of the personal data through writing or electronically to an address or e-mail of the controller included in art. 8.2.

Furthermore, you have to right to submit a complaint with the Office of personal data protection in the case that you suspect that your rights to protection of your personal information have been violated , or you can take the matter to a corresponding court.

8.10. The controller hereby declares that all appropriate technological and organizational measures were taken in order to protect the personal data.

The controller accepted technological measures to protect data storage units and storage of personal data in paper form.

The controller hereby declares that only persons authorized by the controller have access to the personal data.

8.11. By submitting the contract form, you confirm that you have been acquainted with the conditions of protection of personal data and that you fully accept these conditions.

8.12 Agreement to processing the personal data for purposes of direct marketing (mainly for commercial communications and newsletters) according to art. 6 par. 1 a) GDPR in conjunction with s § 7 par. 2 law nr. 480/2004 Sb., regarding some services of the information society in the case that the order for the product or service has not been made is granted by checking separately listed agreement via the contact form. By checking the agreement, you confirm that you have been

acquainted with the conditions of personal data protection and that you fully accept these conditions.

8.13. The controller has the right to update the conditions of processing of personal data. New version of the conditions will be available at the controller's website.

9. Cookies

9.1. This website collects small files, commonly known as cookies, in adherence to the applicable law. Cookies are small data files, thanks to which the websites you visit can remember actions you took and store the information that you entered, so you do not have to do it repeatedly. Cookies do not present any danger, but are important to privacy protection. Cookies cannot be used for identification of the visitors or misuse of the login information.

9.2. We use cookies for example to store preserve your choice between mobile and desktop versions of the store, for monitoring voting in polls and for preserving your browsing preferences when visiting this website. More detailed information can be accessed through contacting the web master, whose contact information is listed bellow. Furthermore, we use third party cookies (for example Google analytics for purposes of monitoring visit rate). These cookies are under the control of third parties and we do not have any access to them.

9.3. Most web browsers automatically accept cookies by default. By visiting this website, you agree that your cookie information can be stored. Cookie usage can be limited or blocked via settings of your browser.

10. 30 day trial purchase

10.1 With certain products, we offer the option of "trial purchase" with 30-day return period. Products with the option of "trial purchase" are properly designated in the webstore interface. Products that have been modified per request of the buyer cannot be "tried out".

10.2 All the provisions of the Terms and Conditions that are relevant to purchasing the product apply to "trial purchase"

10.3 When performing "trial purchase", the buyer pays for the product. The buyer has 30 days to try out the product, starting at the time of delivery of the product. The buyer is free to use the product according to the instruction manual. The manual is available through the webstore interface, on the associated product page.

Withdrawal from contract, as specified by article 5 of these Terms and Conditions, remains the same.

10.4 During the "trial purchase", the buyer has the right to return the product to the seller. If the buyer wants to return the product, the buyer is required to inform the seller within the 30-day trial period by email at sales@otecables.com. The message has to include the requisites of a Form for returning the "trial purchase" goods. Acceptance of such message must be confirmed by the seller immediately.

10.5 After agreement, the buyer returns the product(s) on "trial purchase" to the seller. It needs to be packed as original (or equivalent), at the risk of the buyer. Product(s) where the serial number has been damaged or erased cannot be returned.

10.6 When the buyer returns the product(s) on “trial purchase”, it results in withdrawal from contract of purchase. The seller returns payments, as designated by the buyer. If the buyer withdraws from the contract, the seller is not obligated to return the payments before the product(s) is returned to the seller, or of the buyer proves the products have already been sent back to the seller.

10.7 In case of “trial purchase”, administrative fee of 15 EUR or 390 CZK / per unit (depending on which currency was the original transaction) will be deducted from the original amount of money paid.

10.8 Other provisions of these Terms and Conditions remain the same.

11. Closing provisions

11.1. If the relationship defined by the purchase contract includes international element, all contractual parties agree that the relationship is governed by Czech law. This does not affect the rights of the consumer required by the applicable law.

11.2. The purchase contract, including the terms and conditions, is archived by the seller in electronic form.

11.3. Updates and changes of the terms and conditions are required to be submitted in written form. For the contractual relationship between the seller and the buyer, the version available at www.otecables.com at the time of entering the purchase contract is applicable. Updating of the terms and conditions is unilateral and the new terms and conditions come into effect at the time of their publication.

In Brno, on 1.10.2019