

## **BUSINESS CONDITIONS**

### **I. BASIC PROVISIONS**

These General Business Conditions regulate relations between the purchaser and the seller in relation to the sale of goods between the Tomáš Berdych Foundation (hereafter the “seller”) and its business partners (hereafter the “purchaser”).

The seller: The Tomáš Berdych Foundation, based at Na Pankráci 1683/127, Prague 140 00, is a foundation registered with the register of foundations kept by the Municipal Court in Prague, Section N, Entry 103, whose purpose is, in accordance with the statutes issued, the performance of activity focusing primarily on:

- a) the development of programmes and activities in the area of physical education for the young,
- b) support for and implementation of the foundation’s own sports projects and competitions,
- c) improving conditions for training talented young athletes,
- d) support and education in a healthy lifestyle and sport,
- e) assistance in securing children’s sporting and cultural needs.

The purchaser – end user: When business relations are initiated, the purchaser will provide the seller merely with the contact details necessary to the problem-free settlement of its order and any other details it wishes to be stated on purchase documents.

Legal relations between the seller and the end user that are not specifically covered by these General Business Conditions are subject to the pertinent provisions of Act 40/1964 Sb., The Civil Code, and associated regulations.

Legal relations between the seller and the purchaser that are not specifically covered by either these General Business Conditions or the contract between the seller and the purchaser are subject to the pertinent provisions of Act 513/1991 Sb., The Commercial Code, as amended, and associated regulations. An individual contract with the purchaser takes precedent over these Business Conditions.

The purchaser is aware of the fact that the purchase of products from the commercial range of the seller does not provide it with any right to use the registered brands, business names, company logos or patents of the seller or other companies, unless agreed otherwise in a specific case in a special contract.

### **II. SECURITY AND THE PROTECTION OF INFORMATION**

The seller declares that all personal details are confidential and will be used only in the performance of the contract with the purchaser and will not be otherwise published, provided to third parties, etc. with the exception of situations associated with distribution or payment relations associated with ordered goods (communication of name and address for the purpose of delivery).

### **III. ORDERING HOURS**

Orders may be made through the Internet store at the address <http://www.podejrukusportu.cz/> 24 hours a day, 7 days a week.

### **IV. ORDERS**

The purchaser will receive goods for the price valid at the moment of ordering. The seller will provide the purchaser with confirmation of the price and delivery deadline by telephone or e-mail in the case of special goods to order or goods that are not currently in stock. The seller is entitled to change the price charged to the purchaser in view of the current situation on the market and depending on any changes to the exchange rate between the Czech crown and foreign currencies.

Orders may be made through the electronic store at <http://www.podejrukusportu.cz/> (hereafter merely “e-shop”).

### **V. INFORMATION ON PRODUCTS**

Information on products in the seller’s e-shop is merely of an illustrative nature and details may differ from the goods delivered.

### **VI. PAYMENT CONDITIONS**

- cash on delivery of the goods (the cash to be handed by the customer to the carrier)
- payment in advance by bank transfer

The goods will remain the property of the seller until complete payment is made.

## VII. GUARANTEE CONDITIONS

Guarantee conditions are subject to the complaints code of the seller.

## VIII. FINAL PROVISIONS

These General Business Conditions are valid from **24 August 2015** and revoke all previous provisions and customs. The seller reserves the right to change these General Business Conditions without prior notice.