

General purchase conditions – foreign business partners

Purchase conditions and Complaint procedure for foreign business partners (sale of goods abroad) of the company HACO, spol. s r.o., with registered office Svobody 826/88, 460 15 Liberec 15, Czech republic, Business ID: 61535699, VAT ID: CZ61535699, Incorporated in the Commercial Register kept by the Regional Court in Ústí nad Labem, Section C, Insert 7514, e-mail address for orders: export@haco.cz or objednavky@haco.cz.

1) Introductory Provisions and Definitions

These Terms and Conditions regulate mutual rights and obligations arising in connection with or on a basis of a purchase order concluded between the Buyer and the Seller, the subject of which is the purchase of the goods for the Buyer's need. These Terms and Conditions form an integral part of the Purchase Contract. The General Terms and Conditions are regulated in particular in the General Purchase Contract concluded with the Buyer.

2) Conclusion of the purchase contract

The buyer orders the goods in person at the seller's registered office, by phone, e-mail or in the e-shop by adding it to the shopping cart. In the order, the buyer will provide the required information necessary for the conclusion of the purchase contract and at the same time familiarize himself with these general terms and conditions and other terms and conditions relating to the ordered goods before ordering the goods. By ordering goods from the seller, the buyer agrees to these general terms and conditions, and further agrees to the processing of his personal data for the purpose of performing the contract.

The purchase contract is concluded at the moment of sending the order by the buyer and at the same time accepting the order by the seller. The seller will send the confirmation of receipt of the order to the buyer electronically. Confirmation of receipt of the order is also considered to be the issuance of a tax document by the seller and its sending to the buyer.

3) Complaint Procedure

a) DAMAGE DURING THE TRANSPORTATION

- Send a complaint to e-mail address: export@haco.cz within two working days after receiving damaged shipment
- It is necessary send completed Complaint protocol, including a photo of damaged packaging and damaged goods. Complaint protocol is available on www.haco.cz
- If the consignment is obviously damaged during the takeover, we recommend not to accept the consignment and immediately raise a complaint directly to the driver and also inform immediately the Seller.

b) COMPLAINT PROCEDURE (not applied to damage during transport – see point a)

- the Buyer shall verify the quantity and the quality of delivered goods without undue delay after the reception of the goods.
- To settle or acknowledge the complaint, it is necessary to fill the Complaint protocol. Complaint protocol is available on www.haco.cz

- The warranty period is provided for a minimum of 24 months. The warranty period can be extended only on the basis of a written agreement between the Seller and the Buyer.
- The Seller shall not be liable in the event of defects, damages or wears occurs due to improper use, breach of instructions and guidelines, improper assembly, unprofessional handling, lack of maintenance and common wear and tear, wilful damage and due to weather conditions,...
- The Buyer is obliged to prove the acquisition of the goods within the given period – e.g. by delivery note or invoice.
- Complaint must be settled without undue delay, no later than 30 calendar days from the day following the complaint, unless the Seller and the Buyer agree otherwise.

4) Prices and payment terms

The prices of the goods are set according to the current price list valid at the time of conclusion of the purchase contract, unless otherwise agreed.

The Buyer is obliged to pay the Seller the purchase price properly and on time. Ownership of the goods shall pass to the Buyer only upon full payment of the purchase price and fulfilment of all financial obligations of the Buyer towards the Seller, including obligations under other contracts concluded between the Buyer and the Seller.

In the event of non-compliance with the due date, the seller has the right to reduce or withdraw the discount granted.

In the event of non-payment of the purchase price within the due date specified on the tax document (invoice), the seller is entitled to charge the buyer statutory default interest from the first day of delay. Failure to comply with the due date also entitles the seller to a contractual penalty of 0.05% of the outstanding amount for each day of delay.

5) Protection of Personal data

In accordance with the provision of Article 13 of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Regulation on Personal data protection (hereinafter "the **Regulation**"), HACO, spol. s r.o. as the administrator of personal data (hereinafter referred to as the "**Administrator**") hereby informs its customers (hereinafter referred to as the "**Data Subject**") that:

- The Data Subject's personal data will be processed for the purpose of concluding the purchase contract and its subsequent fulfilment, including the settlement of any claims of the Data Subject from defective performance. The Data Subject's personal data will be handed over to the Administrator when sending the order. The legal basis for the processing of the Data Subject's personal data is therefore the fulfilment of the purchase contract established by the Data Subject's order and at the same time the fulfilment of the Administrator's legal obligations according to legal regulations governing the rights and obligations in connection with a consumer protection and bookkeeping.
- The reason for providing personal data to the Data Subject to the Administrator is the identification of the contracting parties necessary for the conclusion and fulfilment of the purchase contract, which would not be possible without providing such information.

- The Data Subject's personal data will be processed for the period during which the Administrator is obliged to store this data according to generally binding legal regulations, i.e. for at least 5 years according to the Accounting Act or for 10 years according to the VAT act.
- There will be no automated decision-making or profiling when processing personal data of the Data Subject.
- The Administrator has not appointed a personal Data Protection Officer or Representative to perform the obligations under the Regulation. The Data Subject's personal data may be provided to the delivery service provider selected by the Data Subject, as well as to person who provides legal and accounting services to the Administrator, in order to ensure proper fulfilment of obligations stipulated by generally binding legal regulations. The Administrator does not intend to hand over the personal data of the Data Subject to a third country, an international organisation or other than the above mentioned third parties.
- The Data Subject has the right to request from the Administrator access to his personal data, their correction or deletion, or restriction on processing, and to object to the processing, has the right to transfer this data to another administrator, as well as the right to file a complaint with the Office for Personal data protection if he considers that the Administrator is processing the personal data in violation of the Regulation.

The Administrator of personal data is HACO, spol. s r.o., Svobody 826/88, 460 15 Liberec 15, Czech republic, Business ID: 61535699, entered in the Commercial Register kept by the Regional Court in Ústí nad Labem, file number: C 7514.

To exercise your rights (especially the right to withdraw the consent, the right to information, the right to delete, block or correct personal data) you can contact in writing above mentioned HACO's address or send e-mail to: haco@haco.cz. The exercise of these rights is free of charge, unless otherwise provided by law.

The collection and use of personal data is carried out mainly for the purpose of contract fulfilment, as well as for sending marketing leaflets (newsletters) and similar information and for the purpose of setting up a customer account. In addition, it is necessary to process and store data with regard to tax and business archiving deadlines.

The distribution of marketing information can be cancelled at any time – in writing at HACO's address or by e-mail to: haco@haco.cz.

Third parties do not have access to personal data, except for persons who are necessary for the purpose of the contract (e.g. carriers, banking institutions), webmaster or public authorities under their regulation in accordance with applicable law.

HACO, spol. s r.o. is intensively involved in the protection of personal data, i.e. our website and other computer systems are secured by technical and organisational measures against access, alteration and processing of data by unauthorized persons, as well as against loss and destruction.

In case of any questions do not hesitate to contact our company – contact details are listed below.

6) Final provisions

These Terms and Conditions take effect on the day of their publication (on the web site www.haco.cz). The Seller reserves the right to change these Terms and Conditions.

Special agreements with the customer made in writing in the contract take precedence over those provisions of these Terms and Conditions which would conflict with them.