

General Terms and Conditions of Sale of the company TOMKET EXPORT

Article 1 – Scope of Application

These General Terms and Conditions of Sale (hereinafter referred to as “GTC”) shall apply to any legal relationship between the Purchaser (hereinafter referred to as “the Client”) and the Seller (hereinafter referred to as “TOMKET”).

Any other provisions or general terms and conditions of the Client shall not apply and their use is thus excluded.

Article 2 – Registration, Orders

Prior to be entitled to make orders, the Client shall be required to register himself. No orders can be made without prior registration. Documents necessary for the registration are as follows:

- Certificate of incorporation or any similar document proving that the Client has been incorporated in his Member State (in case of a legal entity),
- ID number and VAT number proving that the Client is an entrepreneur,
- Copy of the ID card or a passport of the managing director of a company or these documents of a natural person entrepreneur

All documents shall be processed and stored electronically and used exclusively for the purpose indicated in these General Terms and Conditions.

It is essential for the Client to list a current contact phone number and email address for easy access by TOMKET. Only this contact information will be used for communication towards the Client and the Client takes responsibility for their accuracy.

All orders shall exclusively be made electronically, on the website of TOMKET. Price quoted at the time of the order is final, including shipping costs. For orders with only 1 item, a surcharge will be added according to the shipping costs. Unless otherwise expressed, any order shall only become legally binding for the client upon its receipt by TOMKET and the Client shall not be entitled to withdraw from it. TOMKET shall confirm the receipt of said order within one working day, if possible. However, TOMKET may approve of a withdrawal request in specific cases. In such a case TOMKET is entitled to charge the Client a cancellation fee amounting to 5 % (five per cent) of the order plus the consignment costs amounting to at least 15€ per shipping parcel. The Client is aware of the fact that there is no contractual right for mutual cancellation.

TOMKET reserves the right to refuse, cancel or terminate any order (even when already confirmed) with immediate effect for any reason. The Client does not have this right and shall not be entitled to claim any damages if TOMKET cancels an order.

Article 3 – Non-disclosure Agreement, Data Privacy

The Client undertakes to keep confidential all information which will become accessible to him in connection with the legal relationship to TOMKET.

If the Client is a natural person, then his data is subject according to the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as “GDPR”) and other relevant legislature. TOMKET undertakes to fulfill all obligations arising from data privacy.

The Client hereby gives consent to the processing of his or her personal data for the purposes of the mutual business relationship. The consent may be withdrawn any time. The withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal.

The Client as the data subject is hereby being provided with following information according to Article 13 GDPR:

- (a) the identity and the contact details of the controller is TOMKET EXPORT s.r.o.,
- (b) the purpose of the processing is a business contract,
- (c) the recipients of the personal data are only companies involved in the transaction, i.e. the delivery company,
- (d) the personal data shall be transferred to a third country only if it is necessary to fulfill obligations arising from any order made, the data shall not be transferred to any international organization,
- (e) the data shall be stored during the business relationship and afterward as long as it is necessary to fulfill obligations towards the state (for instance storage of invoices required by the law etc.),
- (f) the Client has the right to request from TOMKET access to and rectification or erasure of personal data or restriction of processing concerning the Client or to object to processing as well as the right to data portability,
- (g) the right to withdraw consent at any time, without affecting the lawfulness of processing based on consent before its withdrawal,
- (h) the right to lodge a complaint with a supervisory authority,
- (i) the provision of personal data is a contractual requirement which is necessary to enter into a contract, the Client is not obliged to provide the personal data, in case of failure to provide such data the contractual parties could not enter into a contract,
- (j) no automated decision-making, including profiling shall be effectuated.

Article 4 – Payment, Delivery, Warranty, Liability, Recycling Fee

All payments must be fulfilled via bank transfer. TOMKET does not accept any cash, cheques, bills etc.

The goods shall only be dispatched upon receipt of the purchase price. Delivery prior to payment is excluded if not agreed otherwise by a specific agreement between the Client and TOMKET.

The Client is responsible for the accuracy of the provided data. If any data, provided by the Client, turns out to be inaccurate which could result in failure to deliver the goods properly, the Client shall be required to compensate any additional costs paid by TOMKET. In case of any such problem, the Client should immediately contact TOMKET.

TOMKET provides warranty only on manufacture defects of the goods and disclaims all other warranties. The warranty period shall be 6 months commencing upon the delivery of the goods with the condition that the purchase price has been fully settled. Notification must be made by the Client in writing to TOMKET. The Client shall bear the costs of the delivery of the goods back to TOMKET. He shall either dispatch the goods back to TOMKET on his own expense or if TOMKET arranges the transport, the Client shall be charged any and all remuneration paid by TOMKET to the haulier (DPD, GLS etc.).

The Client is aware of the fact that it is the producer who acknowledges or disclaims any claim arising from defective goods. If the producer acknowledges the defect, the transport cost shall be refunded to the Client by TOMKET. If the producer disclaims his responsibility, no costs shall be refunded. In such case TOMKET is obligated to dispatch the goods no sooner than upon receipt of the payment for the new delivery.

In no event shall liability of TOMKET towards the Client exceed the amount that has been paid by the Client for the goods that are the subject of the order. TOMKET shall not be liable for any other damages, lost profits, lost business, etc.

The Client is aware of the fact that the price of the goods is without the recycling fee, it is the Client's responsibility to charge this fee to the end customer.

Article 5 – Final Provisions, Jurisdiction, Applicable Law

Any legal relationships or any other matters between the contractual parties shall be governed by Czech law with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG).

Any dispute arising from any legal relationship between the Client and TOMKET shall be settled in accordance with Article 25 REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters by the District Court in České Budějovice, Czech Republic. The jurisdiction of the court shall be exclusive.