



CHARGING STATIONS

# Terms & Conditions

## **Elexim, a.s. – MyBox Division**

Company ID: 25565044

**Registered office:** Riegrovo náměstí 179/14, 767 01 Kroměříž

**Electromobility Division Branch: Hulínská 1814/1B, 767 01 Kroměříž**

Registered in the Commercial Register maintained by the Regional Court in Brno, Section B, File 6930 Represented by Michal Fojtík, Director of the Electromobility Division

**Effective date: from 1.1.2024**

## **1. OVERVIEW**

- 1.1. These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of Elexim, a.s., with its registered office at Hulínská 1814/1B, 767 01 Kroměříž, Identification Number: 25565044, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, File 6930 (hereinafter referred to as the "Seller") govern in accordance with the provisions of Section 1751 par. 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another legal or natural person (hereinafter referred to as the "buyer") by sending an order or by e-mail. Servicing/installation services may also be part of the purchase contract within the meaning of the previous sentence. For the purposes of these Terms and Conditions, a purchase contract pursuant to the previous sentence also means a contract between the seller and the buyer, the subject of which is exclusively maintenance services.
- 1.2. The buyer is a consumer or an entrepreneur. A consumer is any person who, outside the scope of their business activities or outside the framework of the independent performance of their profession, concludes a contract with a seller or otherwise deals with them. An entrepreneur is understood to be a person who independently performs gainful activity on his own account and responsibility in a trade or similar manner with the intention of doing so systematically for the purpose of making a profit. If the Customer provides his/her identification number in the order, he/she acknowledges that the relevant rules of the Terms and Conditions for Entrepreneurs apply to him/her.
- 1.3. These terms and conditions are an integral part of the purchase contract and are prepared in the Czech language. These Terms and Conditions shall also apply to

purchase contracts concluded between the Seller and the Buyer via the e-mail addresses of the Parties.

- 1.4. The wording of the terms and conditions may be changed or supplemented by the seller. This provision is without prejudice to the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

## 2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. All presentations of goods and services provided by sellers are of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 par. 2 of the Civil Code shall not apply.
- 2.2. The seller provides information about goods and services, including pricing based on individual customer demand. The prices of the goods are without value added tax and all related fees. Each price offer is individually negotiated with the customer and is valid for the period specified in the offer.
- 2.3. Based on the customer's demand, the seller prepares a price offer, which also contains information about the costs associated with the packaging and delivery of goods. These costs are based on the specific conditions of the order.
- 2.4. The buyer will reach out to the seller via email or other communication channel with a demand for specific goods or services. The seller will then send a quote containing the following information:
  - Buyer's identification data (name, company registration number, tax identification number, registered office or place of residence, e-mail address, telephone contact),
  - Specification of the goods and/or services requested;
  - Method of payment of the purchase price of goods and/or services, information on costs associated with the delivery of goods,
  - Information on the costs associated with the delivery of goods,
  - Indicative date of delivery of goods and/or services,
  - Place of delivery of goods and/or services.
- 2.5. **Before confirming the order based on the quotation, the buyer is allowed to review and modify the data provided in the offer, also taking into account the buyer's ability to detect and correct errors. The buyer then confirms their order to the seller via email or by sending a purchase contract. Immediately after receiving the order, the seller confirms this receipt to the buyer by e-mail, usually within 3 days of receiving the order.**
- 2.6. Depending on the nature of the order (quantity of goods, purchase price, expected shipping costs), the seller is always entitled to ask the buyer for additional confirmation or clarification of the order (e.g. in writing or by phone).

- 2.7. The seller is obliged to assess the order after confirming receipt of the order. The seller is entitled to refuse the order, in which case he is obliged to notify the buyer of this fact to the buyer's electronic address, no later than 3 working days from the date of confirmation of receipt of the order. The seller is entitled to refuse the order at any time and for any reason, or even without giving a reason. The purchase contract between the seller and the buyer is concluded by sending a confirmation of receipt of the order with a postponement of effect for 3 days.
- 2.8. The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are borne by the buyer himself, and these costs do not differ from the basic rate.

### 3. TRANSPORT AND DELIVERY OF GOODS

- 3.1. In the event that the mode of transport is agreed upon by a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.
- 3.2. **If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery.** The provisions on installation according to the Installation Services section of these Terms and Conditions shall apply to the delivery of the goods.
- 3.3. **If the transport of the goods is provided by a third party other than the seller, the risk of damage to the goods passes to the buyer at the moment of handing over the goods to the first carrier. In such a case, the buyer is obliged to carry out a proper inspection of the goods upon delivery of the goods and confirm the receipt of the goods in the manner specified by the carrier.**
- 3.4. **In the event that, for reasons on the buyer's side, it is necessary to deliver the goods repeatedly or in a different way than stated in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or the costs associated with another method of delivery.**
- 3.5. The parties agree that in the event of a problem in transport (accidents, traffic jams, etc.) or in the event of a breakdown of the vehicle transporting the goods, the delivery date will be extended by 1 day.

### 4. INSTALLER

- 4.1. **In the event that the order includes installation services, the seller undertakes to deliver and install the selected goods at the place of performance and within the deadline specified in the order, the seller is obliged to inform the buyer of the delivery and/or installation date. Installation means the integration of goods**

**to a designated place and their restoration to a state of use. If the order includes only a general determination of the delivery and/or installation date, the seller is obliged to inform the buyer of the exact date of installation of the goods, no later than 3 days before the planned date of delivery and installation.**

- 4.2. The buyer is obliged to determine the exact location of the goods within the agreed place of performance, no later than 5 days before the planned installation. The buyer is also obliged to ensure, at its own expense, the provision of energy necessary for commissioning and testing of the goods, as well as the construction readiness of the site, including the readiness of the infrastructure for the installation of the goods, throughout the installation period.
- 4.3. The buyer is obliged to provide the seller with all necessary cooperation, in particular to provide the seller and/or persons designated by the seller and/or persons designated by the seller with conditions for proper and undisturbed installation and delivery, to determine the exact place for the placement of the goods, to provide the seller with the necessary access, facilities and documentation according to the seller's requirements, for the entire period necessary for the installation of the goods.
- 4.4. The buyer is obliged to allow the delivery and installation of the goods and to provide the seller with the necessary cooperation according to this article even before the agreed delivery and installation date. In such a case, the seller undertakes to inform the buyer of an earlier delivery and installation date, no later than 3 days before the scheduled delivery and installation date.
- 4.5. The parties agree that the delivery and installation date is extended by:
1. during which the seller could not deliver and/or commence the installation of the goods or continue with its installation for reasons on the buyer's side (e.g. due to the buyer's delay in determining the exact place for the placement of the goods, **or if the buyer provides the seller with cooperation in the installation of the goods**)
  2. during which the buyer is in default with the fulfilment of its obligations under these Terms and Conditions,
  3. during which the seller interrupts or does not commence the delivery and/or installation of the goods at all on the instructions of the buyer or third parties,
  4. for which the obstacle caused by force majeure persists, whereas for the purposes of these Terms and Conditions, an obstacle due to force majeure is also any event independent of the will of the parties that could not have been foreseen at the time of concluding the purchase contract, in particular natural disasters, fire, floods, strikes, state of emergency, state of emergency or other circumstances beyond control.
- 4.6. The Buyer or a person authorized by the Buyer undertakes to arrive at the place of delivery and/or installation within the agreed date of performance in such a way as to enable the Seller to deliver and/or install the goods and to take over the goods

after the delivery and/or completion of the installation of the goods in accordance with this article.

**4.7. On the delivery and/or completion of the installation of the goods, the parties will draw up a handover protocol in which each party may state its comments or complaints. By signing the handover protocol, the party only confirms its participation in the handover of the goods, but by signing the party does not confirm the legitimacy or truthfulness of the other party's statement. The buyer is not entitled to refuse to accept the goods for defects or backlogs that do not prevent the use of the goods. In case of doubts about the nature of the defects and backlogs, the buyer is obliged to take over the goods, and all alleged defects and backlogs are obliged to be stated in the handover protocol, otherwise the buyer is obliged to accept the goods without reservations. The parties are obliged to provide each other with all the cooperation necessary for the handover (including setting a specific date for handover, attendance for handover and takeover and drawing up a handover protocol). By signing the handover protocol, the goods are deemed to have been properly delivered and/or installed; The goods are duly delivered and/or installed even if the buyer refuses to accept the goods and/or sign the handover protocol in violation of this paragraph, or fails to provide the necessary cooperation for the handover of the goods.**

**4.8. In the event that the buyer refuses to accept the goods due to defects, the parties undertake to immediately draw up a report in which all the complained defects will be recorded. In the given protocol, the parties shall state the deadline for the removal of defects, which may not be shorter than 15 working days, if such a period is not agreed, the seller undertakes to remove the defects or backlogs within 30 working days. For the duration of the period for the removal of defects or backlogs according to this paragraph, the goods will remain at the place of performance, with the buyer being liable for damage to the goods. After the removal of defects or backlogs, the buyer is obliged to take over the goods, in accordance with the above provisions of this article on handover and acceptance.**

## **5. SERVICE**

**5.1. In addition to the delivery and installation of goods, the seller also provides paid additional services:**

- Supervision and administration within the **ProCare service packages**.
- Servicing is provided for all types and models of goods.
- ProCare management and supervision services are provided at three levels for each type of goods – **Basic, Advance and Advance+**.

**5.2. The warranty period for our products is 24 months as standard.** There is no need to choose a paid service within the warranty period. However, in such a case, the customer pays the cost of a service technician in the amount of **CZK 1,200 per hour** and for transport to the installation site in the amount of **CZK 12 per kilometer**.

5.3. The response time to a service call report is within **5 working days**. Reports can be made by phone or e-mail, and service reports are accepted on weekdays from **8:00 a.m. to 4:00 p.m.** In the event that an email notification is received outside working hours, the response period starts from the next business day.

**5.4. Maintenance and prevention (prophylaxis)**

In order to ensure optimal operation and service life of charging stations, Elexim, a.s. - MyBox division recommends customers to perform regular prophylaxis of charging stations at least once a year. This maintenance includes checking the technical condition, cleaning and any minor service interventions.

**Please note that if this recommended regular maintenance is not followed by the customer and a defect occurs that could have been avoided by regular maintenance, the complaint may not be accepted as justified. The nature of the defect will be assessed individually in such cases.**

## **6. PRICE OF GOODS AND PAYMENT TERMS**

6.1. The buyer may pay the price of the goods and any costs associated with the delivery of the goods according to the purchase contract to the seller in the following ways:

- by cashless transfer to the account of the seller no. **305414001/5500**, registered with Raiffeisenbank a.s. (hereinafter referred to as "**seller's account**").
- **Along with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the amount that will be specified in the order. Unless expressly stated otherwise, the purchase price and the costs associated with the delivery of the goods are also understood.**

6.2. The buyer is obliged to pay the purchase price when concluding the purchase contract, unless the parties have agreed otherwise. The purchase price can be paid on the basis of an invoice issued by the seller, and the invoice is due 14 days from its issuance, unless otherwise stated.

In cases where an advance payment is agreed, the seller issues an advance invoice, which must be paid before the start of the contract performance (e.g. before the delivery of goods or the start of production). The due date of the advance invoice is 14 days from its issuance, unless the parties agree otherwise. After payment of the advance invoice, the buyer will be issued a final invoice for the remaining part of the purchase price.

**The Buyer acknowledges that in the event of delay in payment of any invoice, the Seller has the right to suspend the delivery of goods or services until all amounts due have been paid in full.**

6.3. If it is customary in business relations or if it is stipulated by generally binding legal regulations, the seller will issue a tax document – an invoice – to the buyer regarding payments made on the basis of the purchase contract. The seller is a payer of value

added tax. Tax document – the invoice is issued by the seller to the buyer after payment of the price of the goods and sent in electronic form to the buyer's electronic address.

- 6.4. According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, they are obliged to register the received sales with the tax administrator online; In the event of a technical failure, within 48 hours at the latest.

## **7. WITHDRAWAL FROM THE PURCHASE CONTRACT BY THE CONSUMER**

- 7.1. The buyer, who is a consumer, acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from a purchase contract for the supply of goods that have been modified according to the buyer's wishes or for him, from a purchase contract for the supply of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery, from a purchase contract for the supply of goods in closed packaging, which the consumer has removed from the packaging and cannot be returned for hygienic reasons, and from the purchase contract for the supply of an audio or video recording or a computer program, if the consumer has broken their original packaging.
- 7.2. Unless it is a case referred to in Article 1 of the Terms and Conditions or another case where it is not possible to withdraw from the purchase contract, the buyer – consumer has the right to withdraw from the purchase contract in accordance with the provisions of Section 1829 par. 1 of the Civil Code, within fourteen (14) days of receipt of the goods, and if the subject of the purchase contract is several types of goods or the delivery of several parts, This period runs from the date of receipt of the last delivery of goods. The withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. The buyer can send the withdrawal from the purchase contract, among other things, to the address of the seller's registered office or to the seller's e-mail address [info@mybox.eco](mailto:info@mybox.eco)
- 7.3. In the event of withdrawal from the purchase contract pursuant to Article 8.2 of the Terms and Conditions, the purchase contract is cancelled from the beginning. The goods must be returned by the buyer to the seller within fourteen (14) days of delivery of the withdrawal from the purchase contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.
- 7.4. In the event of withdrawal from the purchase contract pursuant to Article 8.2 of the Terms and Conditions, the seller shall return the funds received from the buyer within fourteen (14) days of the buyer's withdrawal from the purchase contract, in the same way as the seller received them from the buyer. The seller is also entitled to return the performance provided by the buyer when the goods are returned by the buyer or in another way, if the buyer agrees to it and the buyer does not incur

additional costs. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.

**7.5. Buyer acknowledges that when reporting service requests via the Mobile App, an anonymous email address (e.g., Apple Service "Hide My Email" – @privaterelay.appleid.com addresses) may be provided as contact information. In this case, it may not be possible to establish a back-up communication from the service or technical department. In order for the request to be properly processed, the buyer is required to include at least one other direct and functional contact in the message – an e-mail or phone number. Otherwise, the seller reserves the right not to process such a report further.**

7.6. The seller is entitled to unilaterally offset the claim for compensation for damage caused to the goods against the buyer's claim for a refund of the purchase price.

7.7. In cases where the consumer has a right of interest in the purchase of the consumer in accordance with the provisions of Section 1829 par. 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time, until the buyer takes over the goods. In such a case, the seller shall refund the price for the goods and/or services to the buyer without undue delay, cashless to the account designated by the buyer.

7.8. If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is concluded with the condition that if the buyer withdraws from the purchase agreement, the gift agreement with respect to such gift loses its effectiveness and the buyer is obliged to return the gift provided to the seller together with the goods.

## **8. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

8.1. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and, in the case of buyers – consumers, also Act No. 634/1992 Coll., on Consumer Protection, as amended).

8.2. The seller answers to the buyer that the goods are free of defects upon receipt. In particular, the seller is liable to the buyer that at the time when the buyer took delivery of the goods:

- the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, the characteristics which the seller or manufacturer has described or which the buyer expected with regard to the nature of the goods and on the basis of their advertising;

- the goods are suitable for the purpose stated by the seller for their use or for which the goods of this type are usually used,
- the goods correspond in quality or design to the agreed sample or template, if the quality or design was determined according to the agreed sample or template,
- the goods are in the appropriate quantity, measure or weight, and
- The goods comply with the requirements of legal regulations.

8.3. If the defect appears within six months of receipt, the goods are deemed to have been defective upon receipt. This does not apply to cases where the buyer is an entrepreneur.

8.4. The seller has obligations from defective performance to the extent to which the obligations arising from the manufacturer's defective performance persist. The buyer – consumer is entitled to exercise the right arising from a defect that occurs in consumer goods within twenty-four months of receipt. If the goods sold, their packaging, instructions attached to the goods or advertising in accordance with other legal regulations indicate the period for which the goods can be used, the provisions on the quality guarantee shall apply. By guaranteeing quality, the seller undertakes that the goods will be suitable for use for the usual purpose for a certain period of time or that they will retain their usual properties. If the buyer has rightly complained to the seller of the defective goods, the period for exercising rights from defective performance does not run or the warranty period for the period during which the buyer cannot use the defective goods.

8.5. The provisions set out in Article 8.4 of the Terms and Conditions shall not apply to goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of goods caused by their normal use, to a defect corresponding to the degree of use or wear and tear that the goods had when they were taken over by the buyer, or if it results from the nature of the goods. The buyer is not entitled to the right from defective performance if the buyer knew before taking over the goods that the goods were defective, or if the buyer caused the defect himself.

8.6. Rights arising from liability for defective goods are exercised with the seller. The seller is obliged to accept a complaint in any establishment where the acceptance of a complaint is possible with regard to the range of products sold or services provided, or even at the registered office or place of business of the seller. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what is the content of the complaint and what method of handling the complaint the buyer requires; and also a confirmation of the date and method of settlement of the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint. This obligation also applies to other persons designated by the seller to carry out the repair.

8.7. The buyer may specifically exercise his rights arising from liability for defective goods, in particular by correspondence at the address Hulínská 1814/1B, 767 01 Kroměříž or by e-mail.

8.8. The buyer shall inform the seller of the right he has chosen when reporting the defect or without undue delay after the defect is notified. The buyer cannot change the choice without the seller's consent; this does not apply if the buyer has requested the repair of a defect that proves to be irreparable.

8.9. If the goods do not have the characteristics set out in Article 1(1) of the Regulation. **8.2 of the Terms and Conditions, the Buyer may also require the delivery of new goods without defects, if it is not unreasonable with regard to the nature of the defect, but if the defect concerns only a part of the goods, the Buyer may only require the replacement of the part; if this is not possible, the Buyer may withdraw from the contract. However, if it is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to have the defect removed free of charge. The buyer has the right to have new goods delivered or a part replaced even in the case of a repairable defect, if he cannot use the goods properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the buyer also has the right to withdraw from the contract. If the buyer does not withdraw from the contract or does not exercise the right to have new goods delivered without defects, to have their parts replaced or to have the goods repaired, he may request a reasonable discount. The buyer has the right to a reasonable discount even if the seller cannot deliver new goods without defects, replace a part of them or repair the goods, as well as if the seller fails to remedy the situation within a reasonable time or if the remedy would cause significant difficulties for the buyer.**

8.10. **The Buyer acknowledges that some types of supplied goods, in particular charging cables,** may undergo visual changes during use that are not considered a defect:

- all **types of cables (straight and twisted)** may experience **gradual lightening or discoloration** of the outer sheath due to UV radiation, temperature, humidity and mechanical wear,
- **In addition, twisted cables may cause slight bending or deformation** due to the dead weight of the cable and repeated hanging.

Such changes are **a normal consequence of use in accordance with the intended product and do not give rise to any claim for a claim.**

8.11. Whoever has the right under Section 1923 of the Civil Code is also entitled to reimbursement of costs purposefully incurred in exercising this right. However, if the seller does not exercise the right to compensation within one month after the expiry of the period within which the defect is to be complained of, the court will not grant the right if the seller objects that the right to compensation was not exercised in time.

8.12. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure.

8.13. The buyer acknowledges that the supplied equipment (charging stations) are certified and tested for operation in environments with a temperature of up to +50 °C. If the device is exposed to direct sunlight for a long time and the operating ambient temperature significantly exceeds this limit value, the device may automatically reduce its performance to protect the internal components, or temporarily shut down (so-called repelled) until the device cools down naturally.

This condition is a standard part of the product's protection logic and is not considered a defect in the device or a reason for complaint.

## 9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

9.2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 par. 1 lit. e) of the Civil Code.

9.3. Consumer complaints are handled by the seller via the e-mail address [info@mybox.eco](mailto:info@mybox.eco). The seller will send information about the settlement of the buyer's complaint to the buyer's electronic address.

9.4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent to settle consumer disputes arising from a purchase contract out of court. The Online Dispute Resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between a seller and a buyer arising from a purchase contract.

9.5. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant 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 online dispute resolution).

9.6. The seller is entitled to sell goods on the basis of a trade license. The trade licensing inspection is carried out by the relevant trade licensing office within its competence. Supervision over the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

9.7. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765 par. 2 of the Civil Code.

## 10. PERSONAL DATA PROTECTION

10.1. Its obligation to inform the buyer within the meaning of Article 13 of Regulation 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 the "**GDPR**") related to the processing of the buyer's personal data for the purposes of performing the purchase contract, For the purposes of negotiating a purchase contract and for the purposes of fulfilling the seller's public law obligations, the seller performs by means of a special document.

## **11. ENVIRONMENTAL PROTECTION AND ENVIRONMENTALLY FRIENDLY DISPOSAL**

11.1. The seller undertakes to comply with the principles of environmental protection in the development, production and distribution of its products. The products are designed with sustainability, reducing negative environmental impacts and resource efficiency in mind.

**11.2. The buyer acknowledges that all electrical and electronic equipment supplied by the seller is subject to the obligation of ecological disposal in accordance with the Waste Act. In the event of the end of the service life of the purchased equipment, the buyer is obliged to ensure their environmentally friendly disposal through specialized companies or through the seller's collection points available for the recycling of electrical waste.**

11.3. The seller is actively involved in recycling and responsible waste management, thus contributing to environmental protection. Information on collection points and conditions for environmentally friendly disposal is available on request through the seller's contact details.

## **12. FINAL PROVISIONS**

12.1. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. The choice of law under the previous sentence does not deprive the buyer, who is a consumer, of the protection afforded to him by the provisions of the legal order, from which it is not possible to deviate contractually, and which, in the absence of a choice of law, would otherwise apply under the provisions of Article 6 para. 1 Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

12.2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

12.3. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and will no longer be made available to the buyer.



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12.4. The annex to the Terms and Conditions is a model form for withdrawal from the purchase contract.

12.5. Contact details of the seller: address for delivery Hulínská 1814/1B, 767 01 Kroměříž, e-mail address, phone +420 799 114 919.

12.6. The seller ensures the take-back of used products within the meaning of Act No. 541/2020 Coll.