

General Terms and Conditions

breAd. & edible labels s.r.o.

ID. No.: 28815084

**with registered office at: Jamnická 66, 738 01 Staré Město, Czech Republic
registered in the Commercial Register of the Regional Court in Ostrava under File Ref. No.: C 56233**

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I.

Introductory Provisions

The General Terms and Conditions govern the relationship between breAd. & edible labels s.r.o., ID No.: 28815084, with registered office at: Jamnická 66, 738 01 Staré Město, Czech Republic, registered in the Commercial Register of the Regional Court in Ostrava under File Ref. No.: C 56233, (hereinafter also referred to as the "**Seller**") and customers of breAd. & edible labels s.r.o. (hereinafter also referred to as the "**Buyer**"), namely contractual relations that do not arise through the Seller's online shop.

Any and all deliveries of goods made at the time these General Terms and Conditions are affective shall be governed by these General Terms and Conditions, unless otherwise agreed individually between the Seller and the Buyer. The General Terms and Conditions, the content of which forms an integral part of a concluded purchase contract, are published on the Seller's website. The Buyer accepts validity of these General Terms and Conditions by ordering goods from the Seller (at the moment of sending an order) and at this moment the rights and obligations specified herein come into force and are binding on the part of the Buyer.

II.

Purchase of Goods

The Seller is a company focused on the production and subsequent sale of edible labels and edible paper goods intended for bakery and confectionery products. Any legal or natural person, entitled and eligible to purchase goods from the range offered by the Seller, may purchase goods from the Seller for the commercial prices set by the latter.

III.

Offer of Goods and Conclusion of a Purchase Contract

The Seller's offer of goods is non-binding and the Buyer cannot demand delivery of the entire volume of ordered goods if the Seller does not have such goods in stock or if the Seller is unable to produce the required volume of goods. The Seller shall notify the Buyer of this fact no later than upon delivery of the goods. The contract between the Seller and the Buyer arises on the basis of a written, e-mail or telephone order confirmed by the Seller at the moment:

- of a payment in advance or by payment of a given amount in cash to the Seller upon receipt of the goods,
- of payment of an invoice (delivery by parcel service, courier, carrier) by handing over the goods to the person in charge of the shipment or by personal receipt of the goods by the Seller. At this moment, the risk of damage to the goods also passes to the Buyer.

IV.

Purchase Price of Goods

Information on prices of the goods is provided in the catalogue. Prices are exclusive of VAT and any related fees and costs. Prices of the goods remain valid for the period for which they are listed in a current catalogue of goods, which has not ceased to be effective with publication of a new catalogue

containing new prices of goods, since a published new catalogue without anything further replaces a previous catalogue. This provision does not preclude negotiation of a purchase contract under individually-agreed terms and conditions for a purchase price of the goods.

V.

Delivery Terms and Conditions

All arrangements for any specific delivery times agreed by the Buyer must be made in writing and confirmed by the Seller. All agreed delivery times are subject to availability of the goods. The Buyer cannot claim damages for non-delivery from the Seller's suppliers. The Buyer is entitled to withdraw in writing (by e-mail) from the part of the contract for delivery of goods that has not been fulfilled on the part of the Seller within the agreed dispatch time-limit.

The Buyer accepts the goods on the basis of a signature including the legible name, surname and stamp of the Buyer on the invoice (delivery note) issued by the Seller. By signing, the Buyer confirms receipt of the delivery according to the quantity and range of goods stated thereon and at the same time confirms that the delivered goods do not bear any signs of obvious defects or damage.

In the case of sending the goods via a shipping service, the Buyer is obliged to immediately check integrity of the consignment in the carrier's presence, check integrity of the original company labels and check completeness of the contents according to the attached invoice (delivery note) and write down any shortcomings (differences) in the carrier's shipping note. If such record is not made, the Buyer loses the option of a claim and any subsequent claim for damages against the carrier according to its shipping terms.

By accepting the goods from the carrier and signing the delivery notes, the Buyer confirms that the goods do not bear signs of obvious defects or damage and confirms the obligation to pay the price of the goods according to the attached invoice.

In the event of non-acceptance of the ordered delivery by the Buyer, the costs thus incurred by the Seller shall be claimed from the Buyer. In the event of a legitimate claim in relation to a delivery on the part of the Buyer regarding incompleteness of delivery according to a delivery note or stock mix-up caused by the Seller, any further transport costs incurred in this manner shall be borne by the Seller. Confirmation of receipt of the goods in person or by means of a shipping service does not affect other legitimate claims of the Buyer against the Seller, which may arise, for example, due to hidden defects in the goods, etc.

Due to the nature of the business relationship between the Seller and the Buyer, the Seller is not obliged to demonstrate functionality of the goods to the Buyer in the course of individual purchases.

VI.

Payment Terms

The payment condition for payment of the purchase price of the goods to the Seller by the Buyer is:

- a) payment in advance or in cash, according to Article III., the first indent of these General Terms and Conditions,
- b) payment by a transfer order, according to Article III., the second indent of these General Terms and Conditions.

An advance payment is made on the basis of an advance payment request issued by the Seller and the number of this advance payment request is used as the variable symbol for the payment. An advance payment means a method of payment where the relevant amount has been credited to the Seller's

account no later than at the time of receipt of the goods and is, unless the goods are paid for in cash on receipt, a basic condition for Buyers who make a purchase based on the Seller's offer and these General Terms and Conditions. The Seller may accept payments from permanent customers by a bank transfer order for invoices with maturity of five calendar days only based on further agreements. In all cases of payment in advance it applies that the Buyer may only collect the goods after the relevant documents of payment to the Seller's account have been received. The due date of payment of the purchase price stated in the tax document means the date on which the amount was credited to the Seller's account. In the event of repeated non-compliance with these payment terms, payment in advance or in cash shall be required by the Seller on a permanent basis, regardless of the quantity of goods received.

VII.

Reservation of Title

The Buyer acknowledges and agrees that title to the goods passes to the Buyer upon full payment of the purchase price stated on the invoice attached to the goods.

VIII.

Ordering Goods

You can order goods via the INTERNET network at the aforesaid internet addresses of the Seller. An order may also be delivered to the Seller in writing, by e-mail to the above-stated e-mail address or by telephone to the above-stated telephone number. An order must contain an accurate selection of goods made from the Seller's catalogue of goods. The Seller shall inform the Buyer of receipt of an order by telephone or by sending an e-mail confirmation of receipt of the order, including the date of receipt, the list of ordered goods, the number of pieces, the price and the order status. Orders are binding and once the goods have been produced, the order cannot be cancelled or changed.

The following information must be provided on an order:

- company (exact business name)/first and last name
- the address
- contact person
- tel. No.
- e-mail:
- address of the recipient, if different from the company address
- ID No. - if the customer is an business entrepreneur
- VAT number - if the customer is a VAT payer
- description of the required goods
- number of items
- price according to the current price list
- delivery method
- if the goods are ordered on the basis of a special offer or price agreement, the type of special offer under which the price was negotiated must be stated.

It is in the Buyer's interest to provide the above information on every order to ensure a proper and prompt delivery of the goods. The Seller reserves the right not to accept an order that does not contain all the aforesaid prerequisites. The Seller may accept an order in its entirety or in part.

In the event that during the period when the goods have been ordered and the order has not yet been confirmed by the Seller, there has been a significant change in the foreign currency exchange rate or a change in the price or the goods to be delivered, upon agreement with the Buyer the Seller reserves the right to modify the order or not to confirm it.

IX.

Warranty for the Goods

The Seller has obligations from defective performance at least to the extent of a manufacturer's obligations from defective performance. The Buyer is otherwise entitled to exercise the rights under defective performance occurring in consumer goods within twenty-four (24) months of receipt.

If the period for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on quality guarantee shall apply. By the quality guarantee the Seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time. If the Buyer has rightfully accused the Seller of a defect in the goods, the time limit for exercising rights under defective performance and the warranty period shall not run for the period during which the Buyer cannot use the defective goods.

The provisions referred to in the preceding paragraph of these General Terms and Conditions shall not apply to goods sold at a lower price due to a defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods due to a defect corresponding to the degree of use or wear and tear that the goods had when taken over by the Buyer, or if such results from the nature of the goods. The Buyer is not entitled to rights under defective performance if it was aware before taking over the goods that the goods are defective or if the Buyer itself caused the defect.

The Buyer's rights arising from the Seller's liability for defects, including the Seller's warranty liability, shall be asserted by the Buyer with the Seller in writing at the Seller's registered office address or electronically at the Seller's contact address. In a complaint, the Buyer shall indicate in particular the reason for the complaint, a description of the defect of the goods, attaching a copy of the tax document (invoice) for purchase of the goods, its bank account number to which the performance (the purchase price paid) should be reinstated in the case of settlement of the complaint through a refund, which cannot be resolved in any other legally permissible way, the goods subject to the complaint shall be sent complete, not just in part, in a packaging appropriate to the nature of the goods, unless otherwise agreed in writing between the Seller and the Buyer.

The Seller is obliged to provide the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of the complaint settlement is required by the Buyer, along with confirmation of the date and method of the complaint settlement, including confirmation of a repair and its duration, or a written justification of a rejection of the complaint. Products that are made at request of the Buyer ("custom-made goods") cannot be returned; they may only be subject to claims for quality reasons.

The Buyer is not entitled to rights under defective performance if it/he was aware before taking over the goods that the goods are defective or if the Buyer itself/himself caused the defect.

In the event of a legitimate claim, the Buyer is entitled to compensation for reasonable costs incurred in connection with the claim. The Buyer may exercise this right with the Seller within one month after expiry of the warranty period, otherwise such may not be recognised by a court.

Rights due to defects of the goods shall expire in case of unprofessional assembly or unprofessional commissioning of the goods, as well as in case of unprofessional handling of the goods, i.e. in particular in case of use and storage of the goods in conditions that do not correspond to the parameters specified in the related documentation for the goods.

The rights and obligations of the Contracting Parties with regard to rights arising from defective performance are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code.

X.

Personal Data

When the Seller handles the contractual agenda, personal data of buyers who are natural persons may be processed. The Seller processes the personal data of the Buyers, which it obtains in connection with conclusion of contracts, as such is necessary for the fulfilment of contractual obligations and its obligations under the law. Based on its legitimate interests, the Seller also stores the necessary data for 10 years from entering into a contractual obligation in case of any legal claims.

Personal data is not transferred to countries outside the EU, nor used for purposes other than those stated above. Personal data is transferred to other recipients, if this is required by law, and also to the Seller's business partners who process the data as processors based on a contract for the processing of personal data.

In connection with the aforesaid processing of personal data, the Buyer, who is a natural person, has the right to request information on the personal data processing at any time. If the conditions under the relevant legislation are met, the Buyer also has the right to correct, supplement, delete or restrict its personal data processing. In particular, in the case of personal data processing by the administrator on the basis of its legitimate interests, the Buyer also has the right to object to the processing. The Buyer also has the right to lodge a complaint with a supervisory authority. The Buyer can exercise all the above rights through the contacts listed in these General Terms and Conditions.

If the Buyer's personal data is transferred to the Seller in the course of business, the Seller shall process the Buyer's identification, payment, delivery and, where applicable, other necessary data in the capacity of a processor, based on documented instructions from the Buyer and in accordance with Article 28 of 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 on repealing of Directive 95/46/EC ("GDPR").

The Seller is entitled to involve other processors in the processing, in particular in the storage of data, the support of the Seller's software equipment and the distribution of goods to the Buyer. The Seller shall always bind the processor to the same data protection obligations as set out in these General Terms and Conditions and the principles when processing the Buyer's personal data.

The use of the Buyers' personal data will take place on the part of the Seller for the time necessary to process the order, after which the data shall be stored to the extent necessary and for the period of time required by law.

The processing shall always be carried out only on the basis of documentable instructions from the Buyer issued to the Seller, in particular through individual orders.

In the personal data processing, the Seller, as the processor, shall proceed as follows :

1. The protection of personal data of the Buyer, who is a natural person, is provided for by Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (GDPR) (hereinafter also referred to as "GDPR").
2. By sending an order, the Buyer agrees to the processing of personal data by the Seller for the purpose of exercising the rights and obligations under the purchase contract and for the purpose of sending information and commercial communications to the Buyer. The legal basis for the processing is the performance of a contract pursuant to Article 6, Para. 1 (b) and the legitimate interest pursuant to Article 6, Para. 1 (f) of the GDPR. The legitimate interest of the Seller is direct marketing.

3. The Buyer acknowledges that it/he is obliged to provide the personal data correctly and truthfully and that it/he is obliged to inform the Seller without undue delay of any change in its/his personal data.

4. Personal data shall be processed in an electronic form in an automated manner or in a paper form in a non-automated manner.

5. In the event that the Buyer believes that the Seller or the Processor is processing its/his personal data in a way that is contrary to the protection of the Buyer's private and personal life or contrary to the law, in particular if the personal data is inaccurate with regard to the purpose of its processing, it/he may:

- ask the Seller or the processor for an explanation,
- require the Seller or the processor to remedy the situation. In particular, this may involve blocking, correcting, supplementing or destroying personal data. If the Buyer's request pursuant to the preceding sentence is found to be justified, the Seller or the processor shall immediately remedy the defective state. If the Seller or the processor does not comply with the request, the Buyer has the right to contact the Data Protection Authority directly. This provision is without prejudice to the Buyer's right to address its complaint directly to the Office for Personal Data Protection.

6. If the Buyer requests information on the personal data processing, the Seller is obliged to provide the Buyer with this information.

7. The Buyer agrees to receive information related to the Seller's goods, services or business at the Buyer's electronic address and further agrees to receive commercial communications from the Seller at the Buyer's electronic address.

8. The Seller processes the Buyer's cookies to personalise content and advertisements, provide social media features and analyse traffic. The Seller shares information on the Buyer's use of the web interface with its social media, advertising and analytics partners.

XI.

Validity and Effectiveness, Applicable Substantive and Procedural Law

These General Terms and Conditions, as well as any subsequent amendments and modifications thereof, shall enter into force on the date of their publication by the Seller.

Any and all agreements between the Seller and the Buyer are governed by the law of the Czech Republic. If the relationship established by a purchase contract contains an international element, the Contracting Parties agree that the relationship shall be governed by the law of the Czech Republic. This shall not affect consumer rights arising from generally-binding legal regulations.

Any disputes arising out of or in connection with a concluded purchase contract (including any disputes relating to non-contractual obligations arising in connection therewith and any disputes relating to its existence, validity or termination) shall be exclusively adjudicated by the competent courts of the Czech Republic, in accordance with Czech substantive and procedural law.