

General Terms and Conditions

I. General Provisions

1. The object of these General Terms and Conditions of the company KUBÍČEK ADVERTISING Ltd., based in Brno, Francouzská st. 417/81, 602 00, Identification Number: 262 59 052, registered in the Commercial Register at the Regional Court in Brno, Section C, file no. 40520 issued in accordance with § 1751 of the Act no. 89 / 2012 Sb., of the Civil Code, as amended by applicable laws (hereinafter referred to as the "Terms") is to regulate the basic conditions of purchase contracts for the supply of goods and are binding for the regulation of relations between the Seller and the Purchaser, unless the contract contains varying arrangements. These Terms are always an integral part of the purchase contract; derogating provisions of the purchase agreement take precedence over them.

2. Every purchase contract that will be signed with the company KUBÍČEK ADVERTISING Ltd., based in Brno, Francouzská st. 417/81, 602 00, Identification Number: 262 59 052, registered in the Commercial Register of the Regional Court in Brno, Section C, file no. 40520 as the seller (hereinafter referred to as the "Seller") with any business partner as a purchaser or another purchaser (hereinafter the "Purchaser"), is governed by these Terms, unless otherwise agreed. The Purchaser acknowledges that acceptance of these Terms is a condition for concluding the purchase contract for the supply of goods. By concluding the purchase contract the Purchaser confirms that he is familiar with these Terms and agrees with them, and as amended and in force at the time of the conclusion of the purchase contract. By concluding the purchase contract the Purchaser also agrees that these conditions become an integral part of the purchase contract. Any purchase conditions of the Purchaser that differ from these Terms are in no way binding for the Seller, even if the Seller does not expressly reject them.

3. Any arrangements made between the Seller and the Purchaser before signing the purchaser contract shall be cancelled by signing the purchase contract, if not included in the purchase contract or not in compliance with these Terms.

II. The Rights and Obligations of Parties

1. By signing the purchase agreement, the Seller agrees to deliver goods to the Purchaser as specified in the purchase contract (in the order) with the necessary documents to enable the Purchaser to acquire the title to the goods and the Purchaser agrees to accept the goods and pay the purchase price in the specified manner and in the agreed currency.
2. The Seller shall deliver the goods in the design and accessory usual due to the purpose for which it is usually taken, unless special conditions are agreed between Seller and Purchaser. Specific parameters of the subject matter for the specific purpose shall be agreed in the purchase contract.
3. If the Purchaser requires graphic works from the Seller that are to be carried out on the surface of the goods, the Seller shall make a visual-graphic design (ie. design, drawing, model, graphic illustration etc.), which shall form an integral specification in the contract, and where the graphic works are clearly specified. In that case, the Purchaser is responsible to the Seller for the fact that he owns the rights arising from the relevant legislation to the provided visuals, that he is entitled to dispose of them and that their use in the manufacture of goods, respectively their use by the Seller and the Purchaser does not infringe upon the rights of third parties. In the event that contrary is proved and therefore it causes damage to the Seller, the Purchaser is obliged to compensate the damage to the Seller. The Seller reserves the right to make minor changes to shade of graphics, and shade of fabric of the packaging of the inflatable, compared with the visuals. Light passing through the inflatable, or light that falls on it, may due to natural and temporary visual illusion change the perception of colour of fabric or graphics. Purchasers who wish to reduce this effect shall further specify the applied graphics in this regard and require individual arrangements in the purchase contract.
4. By concluding the purchase contract, the Seller undertakes no obligation to install (assembly) the goods or other similar services.

III. Concluding the Purchase Contracts

1. The purchase contract is concluded in writing. The written form is met when the purchase contract signed by an authorized person is delivered by fax or e-mail (as an attachment), via a data mailbox or a data message with an electronic signature. The written form is met even

if the Seller signs the purchase contract, and sends this contract by an e-mail to the Purchaser who affixes his signature to the signed contract.

2. The written form of the purchase contract is also met if the authorized person of the Purchaser sends the order to the Seller, which is then confirmed by an authorized person of the Seller and sent back to the Purchaser. The purchase contract is, in this case, concluded by exposing the "order confirmation" by the Seller and the delivery of the confirmation to the Purchaser.

3. The order of the Purchaser can be carried out in writing, by e-mail, fax, via a data mailbox or a data message with an electronic signature, and it shall contain the accurate identification of the Purchaser, the exact name of goods, delivery dates and quantities required.

4. The authorized person of the Seller confirms the order and sends it in writing, by e-mail, fax, data mailbox or a data message with an electronic signature back to the Purchaser, within five working days of its receipt.

5. All changes and additions to the purchase contract shall be in writing.

IV. The Price of Goods and Terms of Payment

1. The Purchaser is obliged to pay the purchase price in the currency, in the amount, within the time, and in the manner agreed between Seller and Purchaser. In the event that the purchase contract is concluded on the basis of the order of the Purchaser, the purchase price will be negotiated and binding on both Parties at the moment when the Seller accepts the Purchaser's order, where the amount of the purchase price or at least the method of its determination is stated. As a basis for payment of the purchase price the Seller will issue an invoice with the particulars of a tax document.

2. The purchase price is payable at the maturity date of the invoice. The invoice is due at the time and in the currency specified on the invoice by the Seller.

3. Wherever the Terms deal with the purchase price, it means the purchase price including VAT at the statutory rate, unless specifically stated otherwise. In the event of changes in the statutory rate of VAT on the subject of performance, its amount will be adjusted according to the regulations in force at the time of the taxable event.

4. Unless the Seller and the Purchaser agree otherwise, the purchase price does not include the cost of transporting the goods to the Purchaser, the price of loading on the means of

transport, cost of transportation, postage, cost of transport packaging, handling fees, insurance of products or other fees. All of these costs are paid by the Purchaser.

5. The Seller reserves the right to require a deposit on the purchase price from the Purchaser, up to 100% of the agreed purchase price. If a partial payment of the purchase price in advance is agreed, the advance payment will be made on the basis of issued proforma invoice by bank transfer or in cash before delivery date.

6. As a moment of payment of the purchase price shall be the date of crediting the appropriate amount to the account of the Seller or receiving the cash payments.

7. In the event that in the purchase contract (in the order) the purchase price is given in foreign currency, the Purchaser is obliged to pay the purchase price in the agreed currency, and the purchase price of goods is calculated at the exchange rate of the currency at the date of conclusion of the contract and promulgated on this date by the Czech national Bank (the "CNB"). The Parties have agreed that if at the date of issuing the invoice, the exchange rate (CNB) of CZK against the agreed currency is changed by more than 5% due to the exchange rate prevailing on the date of conclusion of the contract the Seller may increase or reduce the purchase price at the same rate. In the event that the purchase price in the purchase contract (in order) is listed in foreign currency, the Seller may issue the invoice to the Purchaser in CZK, where the amount of the purchase price in a foreign currency, agreed in the purchase contract (listed in order), is to be converted by the Purchaser to the CZK National Bank exchange rate valid on the invoice date, and in that case the Purchaser is obliged to pay the purchase price in CZK in the amount stated on the invoice.

V. The Supply of Goods, Transfer of Risk of Damage to Goods, Reservation of Ownership

1. The Seller shall deliver the goods to the Purchaser in delivery time agreed upon between the Seller and the Purchaser. The Seller is entitled to deliver the goods at any time within the agreed time, even in parts and the Purchaser is obliged to take over the goods thus supplied.

2. The delivery period shall be extended in the following cases:

- The Purchaser's delay in payment of the purchase price or its advance; the delivery time is extended for a period of Purchaser's delay.

- The Purchaser's delay in payment of part of the purchase price and possibly the price of transport, even subsequently agreed, if agreed to pay upon receipt of goods; the delivery time is extended for a period of the Purchaser's delay.
- Filling objective obstacles laid down in Article VI. of the Terms; the delivery time prolongs by the time during which the objective obstacle in fulfilling the obligations of the Seller lasted, including the time needed to restore the normal functioning of the Seller.

3. The place of delivery is the seat of the Seller, unless expressly agreed otherwise in writing.

4. The Purchaser is obliged to accept the goods within 10 days from notice by the Seller that the production of goods is completed.

5. As the moment of delivery of goods to the Purchaser is considered the date when the Purchaser could pick up the goods at the headquarters of the Seller or the day when the goods were handed over to the first carrier to transport (transport, postal or other). A document proving the Seller's delivery of the goods is notation of the Seller about the possibility to collect the goods, or the delivery note or other document (eg. the contract of carriage, waybill, postal sheet, invoice) proving that the goods were handed over to the Purchaser or carrier for transportation.

6. To take over the ordered goods from the Seller is entitled only a Purchaser in person, or a person authorized to act on behalf of the Purchaser, or the Purchaser's agent, or carrier, and he or she is obliged to confirm the receipt of goods in writing. These persons are obliged to prove their identity (by identity card etc.) and permission to take over the goods (certificate of incorporation, power of attorney, a written contract of carriage, etc.) to the Seller.

7. The Seller is entitled to suspend the delivery of the goods to the Purchaser if the Purchaser is in arrears with payment of any claims of the Seller from the Purchaser, or if the Purchaser acts contrary to the provisions of other agreements or contracts between the Seller and the Purchaser. In the event of late payment of the claims of the Seller from the Purchaser, the Seller is entitled to suspend delivery of the goods to the Purchaser until these claims are paid. In this case the Seller is not in delay in delivering the goods detained. The delivery period of these goods begins to run again from the payment of claims of the Seller, with the payment of which the Purchaser is in default.

8. The risk of accidental destruction, loss or damage to the goods passes to the Purchaser at the moment of delivery of the goods to the Purchaser, or the transfer of the title to the

goods to the Purchaser if this occurred earlier. The Seller is not responsible for any damage to goods incurred during transport. Loading and transport of the goods, the Purchaser secures himself, on his own account, costs and risk. If the supply of goods takes the form of handing over the goods to the carrier, the Seller is obliged to mark the goods as a shipment of the goods to the Purchaser, and the goods are dispatched for the account and risk of the Purchaser.

9. The goods remain the property of the Seller until the completion of all obligations of the Purchaser against the Seller, especially the full payment of the purchase price, and the Purchaser is not entitled to dispose of it in any way without the consent of the Seller. The Purchaser then becomes the owner of the goods only after full payment of the purchase price. The risk of damage to the goods, however, passes to the Purchaser at the time of its takeover. If the purchase price is paid before delivery of the goods, the Purchaser acquires the title to the goods at the time of delivery. Reservation of proprietary rights acts against creditors of the Purchaser only if it was acquired by agreement in writing and signatures of the parties were officially certified, up from the day of official verification of signatures. The Seller is also entitled to exercise a lien on the goods until full payment of the purchase price. In the event that the Seller detains the goods, the Seller shall inform the Purchaser in writing about this detention and its reason. Benefit from things for reimbursement shall not be counted.

VI. Circumstances Excluding Liability

1. In the event that there are circumstances that cannot be foreseen at the time of conclusion of the contract, and that cause the Seller an obstacle in fulfilling his contractual obligations, the Seller is entitled to extend the deadline for fulfilment of the time during which this obstacle lasted, and if necessary also the time strictly necessary to restore normal operation.

2. The circumstances of the previous paragraph that exclude liability shall mean events that the Seller during the care that can be reasonably required, could not foresee and could not prevent, for example strikes, wars, delays not caused by the Seller, caused by public authorities, delays in deliveries of production materials and components, natural disasters, acts of force majeure. The Seller is obliged to immediately inform the Purchaser that there

were circumstances excluding liability and communicate the anticipated delay in delivering the goods.

VII. Breach of Contractual Obligations and its Consequences

1. In case of delay of the Purchaser to pay the purchase price or its advance, the Parties agree that the amount of contractual penalties, which the Purchaser is obliged to pay to the Seller, without the Seller being required to send a reminder to the Purchaser, is 0.05% of the outstanding amount for each day of delay, and that the penalty does not affect the right to compensation in full.

2. In case of delay of the Purchaser to pay the purchase price or its advance, the Seller is entitled to withhold delivery of other goods, even in the case of already confirmed orders. The Seller in this case is not in default with the delivery of the goods detained. The date of delivery of the goods detained is extended for a period of Purchaser's delay in payment of the purchase price or its deposit.

3. A substantial breach of the purchase contract shall be considered Purchaser's default in payment of any payment longer than 20 days.

4. In the event of Purchaser's delay in payment of the purchase price (or its supplement) longer than 60 days, the Seller is entitled to withdraw from the contract with the following consequences:

- The Purchaser is obliged to return the provided performance (goods) within 15 days from the notification of withdrawal. Breach of this obligation entitles the Seller to a contractual penalty equal to half the total purchase price agreed between the Seller and the Purchaser, and the obligation of the Purchaser to full compensation is not affected by this. The seller is also entitled to take all measures to ensure that goods could no longer be used by the Purchaser.
- The Seller shall, within 15 days from returning the goods, return to the Purchaser the benefits received minus the amount of damage to the Seller that resulted from a breach of the purchase contract by the Purchaser (esp. for goods damaged, the impossibility of re-use of part of the goods, for example because of the displaying the logo of the Purchaser etc.), and the costs associated with the withdrawal.

5. If the Purchaser is in default with acceptance of the goods, the Seller is entitled to withdraw from the purchase contract (cancel the Purchaser's order), or retain the goods

with which the Seller may further dispose in a manner commensurate to the circumstances. The Seller is entitled to withhold the goods until the Purchaser pays the reasonable costs associated with the preservation of goods. For the preservation of the goods the Purchaser will be charged a fee of EUR 150, - CZK per a day of the Purchaser's delay. If the Purchaser is in default of acceptance of goods longer than 10 days, the Seller may sell the goods to a third party at any price; In this case, however, the Purchaser is obligated to pay, as compensation for damages, the loss, which was caused by this to the Seller, and also a penalty equal to half of the purchase price agreed in the purchase contract. The provisions of § 2119 of the Civil Code is excluded.

6. As a significant breach of the purchase contract shall be considered the Purchaser's delay in accepting the goods longer than 10 days.

7. In case of delay of the Purchaser to take the goods the Purchaser is obliged to compensate the Seller the damage incurred in this connection.

8. The Purchaser is not entitled to withhold a part or all of the purchase price of goods due to any complaints or due to any claims against the Seller. In the event that the Purchaser acts contrary to the above, the Purchaser gets into arrears with the payment of the purchase price.

9. The Seller is entitled to withdraw from the contract by written notice with an immediate effect in case of substantial breach of the purchase contract by the Purchaser. The Seller is entitled to withdraw from the contract also in the event of insolvency proceedings on the Purchaser or in the case of the Purchaser's decision on his or her entry into liquidation. Withdrawal from the contract due to breach of obligations in other cases is governed by the Civil Code.

10. The Purchaser is obliged to reimburse the Seller for all costs incurred in judicial and non-judicial debt collection and related costs, including costs of legal representation.

VIII. Quality Guarantee and Claim for Goods

1. The Purchaser has the right of defective performance under § 2099 et seq. Civil Code. The Seller reserves the right to minor technical changes to the goods that do not affect its functionality.

2. The Seller is responsible for defects in goods that the goods has at the moment of transfer of the risk of damage to goods to the Purchaser, even for the later that were caused by breach of obligations of the Seller.

3. The Purchaser is obliged to immediately notify the Seller in writing of apparent defects, but not later than 10 days after the date the Purchaser with due diligence should identify the defects during the first inspection of goods according to § 2104 of the Civil Code.

4. The Purchaser is entitled to exercise his or her rights under the guarantee so that he or she shall notify in writing all details of the defects found without delay and not later than 10 days after their discovery. Upon receipt of such notice, the Seller is obliged to immediately take one of the following measures:

- ask the Purchaser to send the defective goods to be repaired,
- replace the defective goods or part thereof,
- reject the complaint as illegitimate.

5. The Seller provides the Purchaser a guarantee for the quality of goods for a period of 12 months from delivery of the goods to the buyer. In case of conclusion of a consumer purchase contract, guarantee provided by the Civil Code will be applied. The warranty period is extended for a period of handling of complaints by the Seller.

6. If a seller asks to send the defective goods or parts thereof for repair, the purchaser bears the costs and risk of transportation of defective goods and dispatch of the goods repaired or replaced. Replaced defective parts, components of goods, or goods shall become the property of the Seller and the Purchaser is obliged to issue them if the Seller asks, and if requested by the Seller, store them for inspection by the Seller.

7. The warranty covers only those defects that were notified by the Purchaser in writing within 10 days after the date the Purchaser found them, respectively when the Purchaser should have found them with due diligence during the inspection, which is to be carried out immediately after receiving the goods, and that occurred despite compliance with the instructions of the Seller specified in the operating manual, the goods were used in the usual manner and under normal circumstances, while the Purchaser is considered to be a person who has experience with the use of that type of goods, if the purchase contract does not specify otherwise. Warranty claims do not arise particularly if the goods were wrongly installed by the purchaser or a third party, in the case of improper or inadequate maintenance, in case of faulty design or unauthorized modification, respectively changes in

goods made by the purchaser or a third party, in the case of mildewing of inflatable due to improper storage or maintenance, failure to observe the operating conditions, etc. The warranty also does not cover normal wear and tear, or its affiliates.

8. Prints, paintings and other types of graphics on fabric of inflatable can flake off due to the use or practices inconsistent with the instructions (for example, when exposed to acids, alkalis, or certain other chemicals), they can be scuffed or torn apart in contact with sand, gravel or other sharp or abrasive materials or otherwise suffer on their appearance or functionality. Such cases do not constitute the Purchaser's right to complaint.

9. The provisions of this Article shall not apply to goods accessories not manufactured by the Seller. In this case, the Purchaser is entitled to claim mentioned accessories only directly from the manufacturer and in accordance with the warranty, unless the parties agree otherwise.

10. The provisions of this article shall also not apply to inflatable, for which can be agreed special warranty in the purchase contract.

11. The Seller is responsible only for the actual damage incurred as a breach of obligations of the Seller expressly provided in these terms and conditions, or in a concluded purchase contract, under the conditions laid down below. The total liability of the Seller for the performance of his duties under the Terms and possibly in the purchase contract is limited to an amount equal to 25 % of the price of the supply of goods.

12. Any contractual fines or other penalties paid by the Seller to the Purchaser are counted for compensation for damages in full.

13. The Seller is not liable for any indirect, incidental or consequential damages or lost profits or for any damages or losses arising on the basis of contracts concluded between the Purchaser and third parties. The Seller is also not responsible to the Purchaser for damage caused by circumstances beyond responsibility, ie. state intervention, operational, transport and energy failures, failure of electronic commerce, strikes or lockouts. These circumstances are reason to delay the fulfilment of contractual obligations on the sell side for the period and to the extent the effectiveness of these circumstances. The same applies, even if those circumstances occurred at the Seller's subcontractors.

X. Consent to the Processing of Personal Data

1. In accordance with the Act no. 101/2000 Coll., On protection of personal data and amending certain laws, as amended (hereinafter the "Act"), the Purchaser (hereinafter the "Customer") agrees to the processing of personal data by a administrator of KUBÍČEK ADVERTISING Ltd., based in Brno, Francouzská st. 417/81, 602 00, Identification Number: 262 59 052, registered in the Commercial Register of the Regional Court in Brno, Section C, file no. 40520 (hereinafter the "Trustee") for marketing purposes of the controller ie. mainly offering their own or third party products and services, sending information about organized events, products, services and other activities, contacting the customer for market research purposes and for the purpose of marketing research, when the customer is contacted by e-mail or phone, as well as sending commercial messages by electronic means pursuant to Act no. 480/2004 Coll., On certain information society services and amending certain laws (Act on certain information society services), as amended, whether these marketing purposes are implemented by the trustee or by other entities, that the trustee entrusts by the realization of these marketing agencies; the purpose of analyzing personal data of customers in particular to allow direct addressing of specific customers or groups of customers; the purpose of arranging, organizing and evaluating different types of competitions, surveys and similar events.

2. Personal data means data contained in a particular contract or other document to which these Terms are attached ie. especially name, surname, phone, e-mail address. The trustee will process personal data manually and automatically directly through his employees and processors authorized by the trustee, as well as via third parties to be designated by the trustee for processing of personal data and on the basis of contracts concluded under the provisions of § 6 of the Act no. 101/2000 Coll. This consent is granted for a maximum period of 10 years from the date of its issue. The customer has the right, under the law, to have access to his or her personal data processed by the trustee (especially the right to receive information on the purpose of processing, the range of processed personal data and their sources, the nature of the processing and the recipient or recipients of personal data). The trustee shall transmit this information to him or her without undue delay for adequate compensation, not exceeding the costs of providing the necessary information. If the customer learns that the processing of personal data is inconsistent with the protection of his or her private and personal life or in violation of the law, he or she has the right to

request from the administrator or his authorized processor explanations and removal of the resulting state. Within the meaning of § 7 para 2 of Act no. 480/2004 Coll., As amended, the customer agrees that the trustee or a person authorized by him, used the electronic contact details for the purpose of commercial communications by electronic means, which cover both products and service of the trustee and others.

X. Final Provisions

1. For legal relations between the parties arising from this contract and in connection with it, the legal order of the Czech Republic, particularly the Civil Code is crucial. The legal relationship between the Seller and the Purchaser expressly ungoverned by the purchase contract and / or the Terms is governed by the Czech Civil Code and related legislation.
2. Legal actions based on which the obligations arising out of the purchase contract is to be changed, cancelled or extinguished require written form.
3. The provisions on contractual penalty, interest on arrears and damages do not cease by withdrawal from the contract.
4. The Seller reserves the right to change or amend the Terms, especially when changing related laws or changing the method of trading. The Seller shall announce the changes, additions and their effectiveness appropriately.
5. No part of the purchase price for delivered goods may be offsetting claims of the Purchaser that the Purchaser has against the Seller.
6. The Seller and the Purchaser can contact each other through the postal and transportation services (hereinafter referred to as "Post"), by fax or email. All tasks, reports, documents, reminders and other information sent by one contracting party to the other in connection with the contract by fax, e-mail or post shall be deemed duly delivered to the other Party after three days of their submission to the other Party on its postal / email address or fax number listed in the contract or a different mail / e-mail address or fax number which the Party has announced to the delivering Party, unless proven earlier delivery. In the event that the contents of any document could not be notified to the other Party for any reason, this document is deemed delivered by the expiration of seven days from the receipt of the document in the sphere of disposition of the other Party. If the other contracting party notifies the delivering party in this period that the document had not been delivered, a copy thereof shall be delivered to the party.

7. The Purchaser is not entitled to assign his rights arising from the purchase contract to a third party, nor assign or stop to a third party any claim that he has against the Seller, without the prior written consent of the Seller.

8. Any invalidity of individual provisions of the purchase contract and / or Terms does not affect the legal validity of the other contractual provisions and conditions of the purchase contract. Ineffective or unenforceable provisions will be replaced by such arrangements which will be economically and technically the closest to the original formulation. This also applies in case of things unadjusted by the purchase contract or Terms.

9. These terms and conditions are available on the Internet adress of the Seller <http://www.reklamakubicek.cz>.

10. These terms and conditions are effective from 2017.