

Terms of trade

Company COLIBRIS FLIGHT s.r.o.

with its registered office at Záměstní 1155 / 27, 710 00 OSTRAVA, Czech Republic

Reg.nr.: 07050321, VAT nr.: CZ07050321

registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 74320

1. INTRODUCTORY PROVISIONS

1.1. These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of COLIBRIS FLIGHT s.r.o., with its registered office at Záměstní 1155 / 27, 710 00 OSTRAVA, Czech Republic, identification number IČ:07050321, DIČ (WAT):CZ07050321, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 74320 (hereinafter referred to as the "Seller") are regulated in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code") 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 natural person (hereinafter referred to as the "buyer") through the seller's online store. The e-shop is operated by the seller on a website located at the internet address www.czechbeertaps.com (hereinafter referred to as the "website") through the website interface (hereinafter referred to as the "web interface of the store").

1.2. The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who acts when ordering goods in the course of his business or in the course of his independent exercise of his profession.

1.3. Provisions deviating from the Terms and Conditions may be agreed in the Purchase Contract. Deviating arrangements in the purchase contract take precedence over the provisions of the Terms and Conditions.

1.4. The provisions of the Terms and Conditions are an integral part of the Purchase Contract. The Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.

1.5. The Seller may change or supplement the wording of the Terms and Conditions. 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. USER ACCOUNT

2.1. Based on the Buyer's registration made on the Website, the Buyer can access its user interface. From its user interface, the buyer can order goods (hereinafter referred to as the "user account"). If the web interface of the store allows it, the buyer can also order goods without registration directly from the web interface of the store.

2.2. When registering on the website and ordering goods, the buyer is obliged to provide all data correctly and truthfully. The buyer is obliged to update the data specified in the user account upon

any change. The data provided by the buyer in the user account and when ordering the goods are considered correct by the seller.

2.3. Access to the user account is secured by a user name and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.

2.4. The Buyer is not entitled to allow the use of the user account to third parties.

2.5. The Seller may cancel the user account, especially if the Buyer does not use his user account for more than 1 year, or if the Buyer breaches his obligations under the Purchase Contract (including the Terms and Conditions).

2.6. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software, or the necessary maintenance of hardware and software of third parties.

3. CONCLUSION OF THE PURCHASE CONTRACT

3.1. All presentations of goods placed in the web interface of the store are of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of § 1732 para. 2 of the Civil Code does not apply.

3.2. The web interface of the store contains information about the goods, including the prices of individual goods. The prices of the goods include value added tax and all related fees. The prices of the goods remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.

3.3. The web interface of the store also contains information about the costs associated with packaging and delivery of goods. Information on the costs associated with the packaging and delivery of goods listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic.

3.4. To order goods, the buyer fills in the order form in the web interface of the store. The order form contains in particular information about:

3.4.1. the ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),

3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and

3.4.3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").

3.5. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer has placed in the order, also with regard to the buyer's ability to detect and correct errors made when entering data into the order. The order is sent by the buyer to the seller by clicking on the "Send order" button. The data specified in the order are considered correct by the seller.

3.6. Sending an order is considered to be such an act of the buyer that undoubtedly identifies the ordered goods, the purchase price, the person of the buyer, the method of payment of the purchase price, and is a binding draft of the purchase contract for the parties. The condition for the validity of the order is to fill in all the mandatory data in the order form, familiarize yourself with these terms and conditions on the website and confirm to the buyer that he has become acquainted with these terms and conditions.

3.7. Immediately after receiving the order, the Seller shall confirm this receipt to the Buyer by e-mail, to the Buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "Buyer's e-mail address").

3.8. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the order (for example, in writing or by telephone).

3.9. The draft purchase contract in the form of an order is valid for fifteen days.

3.10. The contractual relationship between the seller and the buyer arises from the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the buyer's e-mail address.

3.11. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the buyer to the buyer's electronic address an amended offer indicating the possible variants of the order and request the buyer's opinion.

3.12. The amended offer is considered to be a new draft of the purchase contract and the purchase contract is concluded in such a case only by the buyer's acceptance via e-mail.

3.13. The Buyer agrees to use remote means of 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 paid by the buyer himself, while these costs do not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

4.1. The price of the goods and any costs associated with the delivery of the goods under the purchase contract may be paid by the buyer to the seller in the following ways:

1. in cash at the Seller's premises at Zámostní 1155 / 27, 710 00 OSTRAVA, Czech Republic
2. cash on delivery at the place specified by the buyer in the order;
3. by wire transfer to the Seller's account (hereinafter referred to as the "Seller's Account");
4. cashless by payment card;

4.2. Together 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 agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

4.3. The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4. In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is payable within 14 days of the conclusion of the purchase contract.

4.5. In the case of cashless payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.

4.6. The Seller is entitled, especially if the Buyer does not receive additional confirmation of the order (Article 3.8), to require payment of the full purchase price before sending the goods to the Buyer. The provisions of § 2119 para. 1 of the Civil Code does not apply.

4.7. Any discounts on the price of goods provided by the seller to the buyer can not be combined with each other.

4.8. If it is customary in the course of business or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document – 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 – 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.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract:

5.1.1. on the supply of goods the price of which depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,

5.1.2. on the delivery of goods that have been modified according to the buyer's wishes or for his person

5.1.3. on the delivery of an audio or video recording or a computer program if it has broken its original packaging,

5.1.4. on the supply of newspapers, periodicals or magazines,

5.1.5. on the delivery of digital content, if it was not delivered on a tangible medium and was delivered with the prior express consent of the buyer before the expiration of the withdrawal period and the seller informed the buyer before the conclusion of the contract that in such a case he does not have the right to withdraw from the contract.

5.2. Unless it is a case referred to in Article 5.1 of the Terms and Conditions or another case where it is not possible to withdraw from the purchase contract, the buyer has in accordance with the provisions of § 1829 paragraph. 1 of the Civil Code, the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods, whereas 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. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer may use the sample form provided by the seller, which forms an annex to the terms and conditions. Withdrawal from the purchase contract may be sent by the buyer, inter alia, to the address of the seller's premises or to the seller's e-mail address.

5.3. In the event of withdrawal from the purchase contract pursuant to Article 5.2 of the Terms and Conditions, the purchase contract is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the Contract to the Seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.

5.4. In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of withdrawal from the Purchase Contract by the Buyer, 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 returning the goods to the buyer or in another way, if the buyer agrees with 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.

5.5. The Seller is entitled to unilaterally set off the claim for compensation for damage incurred to the goods against the Buyer's claim for a refund of the purchase price.

5.6. In cases where the buyer has in accordance with the provisions of § 1829 paragraph. 1 of the Civil Code, the right to withdraw from the purchase contract, the seller is also entitled to withdraw from the purchase contract at any time, until the goods are taken over by the buyer. In such a case, the seller will return the purchase price to the buyer without undue delay, by wire transfer to the account specified by the buyer.

5.7. 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 regarding such a gift ceases to be effective and the Buyer is obliged to return the provided gift to the Seller along with the goods.

6. TRANSPORT AND DELIVERY OF GOODS

6.1. In the event that the mode of transport is agreed on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

6.2. 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.

6.3. In the event that, for reasons on the part of the buyer, 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 the repeated delivery of the goods, respectively the costs associated with another method of delivery.

6.4. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the event of a violation of the packaging indicating unauthorized intrusion into the shipment, the buyer does not have to take over the shipment from the carrier.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties regarding the 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 Act No. 634/1992 Coll., on Consumer Protection, as amended).

7.2. The seller is liable to the buyer that the goods have no defects upon receipt. In particular, the seller is liable to the buyer that at the time when the buyer took over the goods:

7.2.1. the goods have the properties that the parties have agreed and, in the absence of an arrangement, have such properties that the seller or manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of advertising carried out by them,

7.2.2. the goods are suitable for the purpose stated by the seller for their use or for which goods of this type are usually used,

7.2.3. the goods correspond to the quality or design of the agreed sample or template, if the quality or design was determined according to the agreed sample or template,

7.2.4. the goods are in the appropriate quantity, measure or weight, and

7.2.5. the goods comply with the requirements of legal regulations.

7.3. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which a lower price was agreed, for wear and tear of the goods caused by their normal use, for used goods for a defect corresponding to the degree of use or wear and tear that the goods had when taken over by the buyer, or if it results from the nature of the goods.

7.4. If the defect occurs within six months of receipt, it is considered that the goods were defective at the time of receipt.

7.5. The rights arising from defective performance are exercised by the buyer at the seller at the address of his establishment, where the acceptance of the complaint is possible with regard to the range of goods sold, or even at the registered office or place of business.

7.6. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

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

8.2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of § 1826 para. 1 point. e) the Civil Code.

8.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, Internet address: <https://www.coi.cz>, is responsible for out-of-court settlement of consumer disputes arising from the purchase contract.

8.4. The Seller is entitled to sell goods on the basis of a trade license. Trade inspection is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of 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 of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.5. The Buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 para. 2 of the Civil Code.

9. PROTECTION OF PERSONAL DATA

9.1. The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

9.2. The Buyer agrees to the processing of the following personal data: name and surname, address of residence, identification number, tax identification number, e-mail address, telephone number (hereinafter collectively referred to as "personal data").

9.3. The Buyer agrees to the processing of personal data by the Seller for the purpose of realizing the rights and obligations under the Purchase Contract and for the purpose of maintaining a user account. Unless the buyer chooses otherwise, he agrees to the processing of personal data by the seller also for the purpose of sending information and commercial communications to the buyer. Consent to the processing of personal data in its entirety under this Article is not a condition that would in itself make it impossible to conclude a purchase contract.

9.4. The Buyer acknowledges that he is obliged to state his personal data (during registration, in his user account, when ordering from the web interface of the store) correctly and truthfully and that he is obliged to inform the Seller without undue delay of a change in his personal data.

9.5. By processing the Buyer's personal data, the Seller may entrust a third party as a processor. Except for persons transporting goods, personal data will not be passed on to third parties by the seller without the prior consent of the buyer.

9.6. Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

9.7. The Buyer confirms that the personal data provided are accurate and that he has been instructed that this is a voluntary provision of personal data.

9.8. In the event that the Buyer believes that the Seller or processor (Article 9.5) carries out the processing of his personal data that is contrary to the protection of the Buyer's private and personal life or contrary to the law, especially if the personal data are inaccurate with regard to the purpose of their processing, he may:

9.8.1. ask the seller or processor for an explanation,

9.8.2. require the seller or processor to remedy the situation.

9.9. If the buyer asks for information about the processing of his personal data, the seller is obliged to provide him with this information. The seller has the right to request reasonable compensation for the provision of information under the previous sentence, not exceeding the costs necessary to provide the information.

10. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

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

10.2. The Buyer agrees to store so-called cookies on his computer. In the event that it is possible to make a purchase on the website and fulfill the seller's obligations under the purchase contract without storing so-called cookies on the buyer's computer, the buyer may withdraw the consent under the previous sentence at any time.

11. SERVICE

11.1. Notices concerning the relationship between the seller and the buyer, in particular regarding withdrawal from the purchase contract, must be delivered by post in the form of a registered letter, unless otherwise specified in the purchase contract. Notices are delivered to the relevant contact address of the other party and are deemed to have been delivered and effective at the moment of their delivery by post, with the exception of the notice of withdrawal from the contract made by the buyer, when the withdrawal is effective if the notice is sent by the buyer within the withdrawal period.

11.2. A notification whose receipt was refused by the addressee, which was not collected within the storage period, or which was returned as undeliverable, is also deemed to have been delivered.

11.3. The Contracting Parties may deliver regular correspondence to each other by electronic mail, to the e-mail address specified in the Buyer's user account or specified by the Buyer in the order, or to the address specified on the Seller's website.

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. This does not affect the consumer's rights arising from generally binding legal regulations.

12.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision the meaning of which 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. Changes and additions to the purchase contract or terms and conditions require a written form.

12.3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.4. The annex to the Terms and Conditions consists of a sample form for withdrawal from the purchase contract.

12.5. Contact details of the seller:

delivery address: Záměstní 1155 / 27, 710 00 OSTRAVA, Czech Republic

e-mail address: info@colibris-flight.cz

phone: +420 606 039 236

13. RECORDS OF SALES

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

13.2. The Seller issues receipts in accordance with the Act on Registration of Sales in electronic form sent by e-mail or in paper form, depending on the chosen payment method and method of transport.

Ostrava, 01.01.2022

Claim Form

(fill in this form and send it back only if you want to claim the goods within the legal period. The form is need to print, sign and send to the mailing address below, or insert it into the shipment with returned goods).

Addressee

E-shop: **www.czechbeertaps.com**
Company: **COLIBRIS FLIGHT s.r.o.**
Correspondence address: **Zámostní 1155/27, Slezská Ostrava, 710 00 Ostrava**
e-mail address: **info@czechbeertaps. Com**
Phone Number: **+420 733 579 671, +420 606 039 236**

(fill in details below)

Consumer:

My name and surname:

My address:

My phone and email:

Exercise of the right from defective performance (complaints)

Weighing

of the day..... (*) I am in your shop (*) created the order (see below for order specifications).

However, the product I purchased shows thefollowing:

.....
.....

..... (* here you need to describethe defect in detail at).

I request to settle the complaint as follows:

.....
.....
.....
.....

(* here it is necessary to describe in detail the required method of process in; for example - "since it is a removable defect, I request the repair of the product no later than within the statutory period of 30 calendar days). At the same time,I ask you to issue a written confirmation of the claim stating when I exercised the right, what is the content of the complaint together with my claim for repair / replacement, and then confirmation of the date and method of settlement of the complaint, including confirmation of the repairand its duration(in the case of repair, not replacement).

- **Date of ordering:** (*) / **date of receipt:** (*)
- **Order number:** (*)
- **Monetary media for ordering, or even for delivery, were sent:** (*) (fill in how) **and they will be returned in the manner** of (*)
(in case of water on account please fill in the account number)
- **Name and surname of the consumer:** (*)
- **Consumer address:** (*)
- **Email:** (*)
- **Phone:** (*)

In **On:**
(place) (date)

Name, surname and signature of the consumer

(*) Delete or add the data that is not applicable.

List of Annexes:

1. Invoice for ordered goods No. (*)

General instructions on how to file a claim

As a consumer, you are obliged to prove the purchase of the item by submitting a purchase document or in another, sufficiently credible manner.

As a consumer, you cannot exercise rights from defects that you yourself have caused or that you knew about when making a purchase. The same applies to defects for which we have agreed with you, as the seller and consumer, to reduce the price. We are also not responsible for the normal wear and tear of the item.

The complaint must be filed within the 24-month period at the latest. The complaint must be filed immediately in order to avoid the spread of the defect and, as a result, the rejection of the complaint. By timely notification of the defect after it appears, you can ensure a smooth settlement of the claim.

The complaint is settled only when we notify you of this. If the statutory period expires, consider this to be a breach of contract and you can withdraw from the purchase contract.

Withdrawal form

(fill in this form and send it back only if you want to withdraw from the contract. The form must be printed, signed and sent to the mailing address below, or inserted into the shipment with the returned goods).

Addressee

E-shop: **www.czechbeertaps.com**
Company: **COLIBRIS FLIGHT s.r.o.**
Correspondence address: **Zámostní 1155/27, Slezská Ostrava, 710 00 Ostrava**
e-mail address: **info@czechbeertaps.com**
Phone Number: **+420 733 579 671, +420 606 039 236**

(fill in details below)

I hereby announce that I hereby withdraw from the contract for the purchase of these goods (*)/for the provision of the following services (*):

- **Date of ordering:** (*) / **date of receipt:** (*)
- **Order number:** (*)
- **The funds for the ordering, or even for delivery, were sent:** (*) (fill in how)
and will be returned in the manner of (*)
(in case of transfer to account, please fill in the account number)
- **Name and surname of the consumer:** (*)
- **Consumer address:** (*)
- **Email:** (*)
- **Phone:** (*)

In **On:**
(place) (date)

Name, surname and signature of the consumer

(*) *Delete or add the data that is not applicable.*