GENERAL TERMS AND CONDITIONS

OF PHYSICAL STORE SPINDL MOTION SHOP AND RENTAL **2026/2027**

Terms and Conditions and Complaints Procedure of MELIDA, a.s., CRN 241 66 511., based in Špindlerův Mlýn 281, postal code: 543 51 (hereinafter the 'Terms and Conditions' and the 'Seller') for the Spindl Motion shop and rental.

❶ INTRODUCTORY PROVISIONS AND DEFINITIONS

1.1 These terms and conditions govern the rights and obligations of the Seller and the buyer on the other side (hereinafter referred to as the 'Buyer') in the sale of goods.

1.2 These Terms and Conditions are publicly available, and with his payment for the goods, the Buyer confirms that he has read these Terms and Conditions and he expressly acknowledges that these Terms and Conditions are part of the contractual agreement between him and the Seller.

1.3 If the Buyer is a consumer as defined in paragraph 1.6 below, the relations not regulated by these Terms and Conditions shall be governed by Act no. 89/2012 Coll., the Civil Code as amended (hereinafter the 'Civil Code') and Act no. 634/1992 Coll. on Consumer Protection, as amended (hereinafter referred to as the 'Consumer Protection Act').

1.4 If the Buyer is an entity other than a consumer, as defined in paragraph 1.7 below, the relations not regulated by these Terms and Conditions shall be governed by the Civil Code (whereby the provisions of § 2158 to § 2174 of the Civil Code do not apply pursuant to § 2158 para. 1 of the Civil Code).

1.5 The Seller is a legal entity acting within his business activities in the conclusion and performance of the contract. The Seller directly delivers products to the Buyer or provides services.

1.6 A buyer – a consumer is any natural person who does not act as part of his business activity or as part of the independent exercise of his profession.

1.7 A Buyer – Other Entity (different from the buyer – consumer defined in paragraph 1.6.) is such a Buyer who is an entrepreneur, where it is clear that the purchase concerns his business during the conclusion of the contract. An entrepreneur is a person who independently performs gainful activity for his own account and at his own responsibility with a trade license or in a similar manner with the intention of doing so systematically in order to make a profit.

1.8 Subject of purchase – the goods specified in the purchase contract are the subject of purchase (hereinafter also referred to as 'Goods').

❷ DELIVERY/TAKEOVER OF GOODS

2.1 The Buyer is obligated to take over the Goods in accordance with the purchase contract. The Buyer is only entitled to take over the Goods after he has paid the full purchase price of the Goods.

❸ PRICES

3.1 Prices are contractual prices and they are listed including VAT (the Seller is a VAT payer).

❹ PAYMENT TERMS

4.1 The Buyer is obliged to pay the Seller the full amount of the purchase price properly and on time. The Buyer will only receive the Goods once the purchase price is paid.

4.2 The Buyer is obliged to pay the purchase price in cash or by credit card.

❺ RETENTION OF TITLE

5.1 The risk of accidental destruction and deterioration of the Goods passes to the Buyer when he takes over the Goods.

5.2 The Buyer confirms the takeover of the Goods with his payment.

5.3 Ownership of the goods passes to the Buyer upon full payment of the purchase price and fulfilment of all the Buyer's financial obligations to the Seller, including obligations under other contracts concluded between the Buyer and the Seller.

❻ TAKEOVER QUALITY GUARANTEE, RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS PROCEDURE

6.1 The Seller is responsible for making sure that the Goods are defect-free upon their takeover by the Buyer (takeover quality guarantee pursuant to §2161 and subsequently of the Civil Code).

6.2 If the Goods do not have the properties specified in §2161 of the Civil Code, the Buyer-Consumer may also request the delivery of new Goods without defects, if this is not unreasonable with regard to the nature of the defect. If the defect only concerns part of the Goods, the Buyer may only request replacement of the part; if this is not possible, he may withdraw from the contract. However, if this is unreasonable with regard to the nature of the defect, especially if the defect can be removed without undue delay, the Buyer has the right to free removal of the defect. If the Buyer-Consumer does not withdraw from the contract or does not exercise the right to a new item without defects, the replacement of its part or the repair of the item, he may request a reasonable discount. The Buyer-Consumer is also entitled to a reasonable discount if the Seller cannot deliver a new defect-free item,replace its part or repair the item, as well as if the Seller does not remedy the situation within a reasonable time, or if arranging the remedy causes the Buyer-Consumer considerable difficulties.

6.3 If a defect appears within six months of the takeover of the goods by the Buyer-Consumer, the item shall be deemed to have been defective at the time of the takeover.

6.4 The buyer does not have rights from defective performance, if it is a defect that he should have known by exercising usual care when concluding the contract. Furthermore, rights from defective performance do not belong to the buyer if he caused the defect himself.

6.5 Rights arising from defective performance do not apply to wear and tear caused by normal use, improper use or treatment, weather conditions, unprofessional handling, intentional damage or defects of which the customer was notified in writing in the purchase contract.

6.6 A Buyer-Consumer is entitled to exercise this right for a defect that is discovered in the goods within twenty--four months of the takeover, and a Buyer – Other Entity may exercise this right within six months of the takeover. For used goods, the parties agree on a period of two months from the takeover for the exercise of rights arising from defective performance.

6.7 By way of derogation from applicable provisions of the Civil Code, the following is stipulated for a Buyer-Other Entity in the event of defective performance:

- The occurrence of a repairable defect or repairable defects is always considered a minor breach of contract and not a material breach.
- In the event of a minor breach of contract, the Buyer – Other Entity has the right to removal of the defect or a reasonable discount from the purchase price, as chosen by the Seller.
- In the event of a material breach of contract, the Buyer – Other Entity has the right to a reasonable discount from the purchase price, or to withdraw from the contract.

6.8 Rights arising from defective performance are exercised at the Seller's address: Špindlerův Mlýn 281, postal code: 543 51 – Spindl Motion shop and rental

6.9 Complaints procedure: The Buyer can make an oral complaint at the Seller's store along with the submission of the original sales document or its copy (a purchase contract or proof of payment of the purchase price, hereinafter a 'copy of sales a document'), a written complaint in a letter with the original sales document or its copy, or an electronic complaint sent to valaskova@skiareal.cz. The Buyer can also make a complaint by phone at +420 702 117 646.

6.10 The Seller shall settle the Buyer-Consumer's complaint immediately, or within 3 working days in complex cases. This period does not include the time necessary for a professional assessment of the defect depending on the type of goods. Complaints, including the removal of defects, must be settled without undue delay, no later than 30 days from the date of the complaint, unless the Seller and the Buyer-Consumer agree on a longer period. The Buyer is obliged to provide 'effective cooperation' in the settlement of the complaint. This means he must enable an inspection or repair of the goods within the agreed period, prepare the goods for transport, or take over the goods after the repair.

6.11 If part or the full amount of the purchase price is returned to the Buyer for whatever reason (e.g. discount on the purchase price, withdrawal from the contract), it shall be sent to the Buyer by bank transfer to the account provided by the Buyer for this purpose within a reasonable period of time not exceeding 15 days, unless agreed otherwise.

6.12 In the event that the customer – consumer, is not satisfied with the way in which the operator as a seller has handled his complaint or believes that the operator has violated his rights, the customer has the right to contact the operator as a seller with a request for redress. If the operator responds negatively to the customer's request in this way or does not respond to such a request within 30 days from the date of submission, the customer has the right to file a motion to initiate alternative (out-of-court) dispute resolution pursuant to Act No. 634/1992 Coll. on Consumer Protection. The competent body for out-of-court settlement of consumer disputes with the operator as a seller is the Czech Trade Inspection, which can be contacted for the above purpose at the address Czech Trade Inspection, Gorazdova 1969/24, 110 00 Prague 1 or electronically at podatelna@coi.gov.cz (or b) another relevant authorized legal entity entered in the list of out-of-court dispute resolution entities maintained by the Ministry of Industry and Trade of the Czech Republic (the list of authorized entities is available at http://www.mpo.gov.cz/cz/ochrana-spotrebitele/mimosoudni-reseni-spotrebitelskych-sporu-adr/ , while the customer has the right to choose which of the listed alternative dispute resolution entities to contact.

❼ FINAL PROVISIONS

7.1 All contractual relations are governed by Czech law.

7.2 These Terms and Conditions shall take effect on the day of their publication, and they shall be applicable for all orders placed on this date and later. The Seller reserves the right to change these Terms and Conditions.

7.3 The Buyer is not entitled to assign his debt to the Seller arising from this contract to a third party without the Seller's consent.

7.4 A purchase contract does not need to be in writing. If a purchase contract is concluded in writing, any changes or amendments to it must also be in writing.

7.5 Special arrangements with the customer made in writing in a separate purchase agreement take precedence over provisions of these Terms and Conditions that they are in conflict with.

❽ PERSONAL DATA PROCESSING

8.1 The processing of personal data is minimised to the necessary extent for the purpose of the Buyer's registration and identification. All information necessary for the processing of personal data is available in the Privacy Policy at www.skiareal.cz.

❾ VALIDITY AND EFFECTIVENESS OF THE TERMS AND CONDITIONS

9.1. These Terms and Conditions shall come into effect on November 28, 2025. The Seller reserves the right to unilaterally change these Terms and Conditions.