

CASELINER s.r.o.
Standard Service Terms and Conditions for Non-Consumers and Legal Entities

I. Background

- 1.1. These standard service terms and conditions for non-consumers and legal entities ("**Terms and Conditions**") are set in accordance with Act No. 89/2012 Sb., the Civil Code, as amended ("**Civil Code**"). These Terms and Conditions are the standard terms for the provision of services by CASELINER s.r.o., a company with its registered office at Nad Jezerem 568, 252 50 Vestec, registered with the Municipal Court of Prague under File No. C 146137, Co. Reg. No.: 285 00 164, VAT Reg. No. CZ28500164 ("**CASELINER**"), to customers (as defined below) – private individuals other than consumers (as defined below) and legal entities purchasing goods (as defined below) from CASELINER.
- 1.2. By submitting an order (as defined below), the customer acknowledges having read and being in agreement with the Terms and Conditions. Except as otherwise provided for in the Terms and Conditions, the rights and obligations of CASELINER and the customer explicitly agreed in the order prevail over the rights and obligations set out herein.

II. Definitions and Interpretation

CASELINER and the Customer acknowledge and agree that the following expressions used herein have the following meaning:

- 2.1. "**CASELINER**" means a legal entity incorporated under the laws of the Czech Republic.
- 2.2. "**Customer**" means a private individual other than a consumer; or a legal entity.
- 2.3. "**Contract**" means a contract between the Customer (buyer) and CASELINER (seller) for the purchase of PIT EQUIPMENT or the Goods.
- 2.4. "**Parties**" means collectively the Customer and CASELINER.
- 2.5. "**Consumer**" means an individual executing a contract or dealing with CASELINER outside that individual's trade, business, craft or profession.
- 2.6. "**PIT EQUIPMENT**" means a solid portfolio of equipment for racing teams including special transport and storage equipment, static box equipment, tools, refuelling sets, pit stands, LED electronic boards, products for VIP facilities and pit accessories.
- 2.7. "**Goods**" means the goods manufactured and/or dealt with by CASELINER.
- 2.8. "**Bespoke Goods**" means the Goods customised at the Customer's request.
- 2.9. "**Retail Prices**" means the prices specified for the individual items of the Goods and payable by the Customer for the Goods.
- 2.10. "**Order**" means the order for the Goods.
- 2.11. "**Purchase Price**" means the purchase price payable for the Goods in individual cases as agreed by the Parties and shown on the order confirmation (as defined below in Clause 3.3 hereof).

III. Order, Contract Execution

- 3.1. All Orders will be submitted by the Customer to CASELINER solely in the PDF or XLS format and emailed to info@caseliner.eu or other email address indicated by CASELINER to the Customer for that purpose; or sent by post to the CASELINER's trading address at Nad Jezerem 568, CZ-252 50 Vestec.
- 3.2. CASELINER reserves the right to accept only the Orders containing the code, text specification and number of items of the ordered Goods.

- 3.3** All Orders will be accepted/confirmed by CASELINER solely in writing; by email sent to the email address used by the Customer to submit the Order or sent by post to the address indicated by the Customer. In that confirmation, CASELINER will confirm the specification of individual items of the ordered Goods, number of individual items of the ordered Goods and the Purchase Price payable for the ordered Goods, and will anticipate the date on which the Goods will arrive (“**Order Confirmation**”).
- 3.4** The Customer will approve the anticipated date shown on the Order Confirmation without undue delay (at the latest within two (2) business days) after the Order Confirmation has been delivered); by email sent to the CASELINER’s email address info@caseliner.eu or other email address indicated by CASELINER to the Customer for that purpose. Not commented on by the Customer within four (4) business days after the Order Confirmation has been delivered, the anticipated date shown on the Order Confirmation is deemed approved by the Customer. The Customer acknowledges that by approving the anticipated date shown on the Order Confirmation in accordance with this Clause 3.4 hereof the Customer at the same time confirms without reservation the specification of individual items of the ordered Goods, number of individual items of the ordered Goods and the Purchase Price payable for the ordered Goods shown on the Order Confirmation.
- 3.5** The Goods will be supplied by CASELINER in the amount shown on the Order Confirmation; by the anticipated date set in accordance with Clause IV hereof.
- 3.6** The Customer acknowledges that the Goods supplied by CASELINER under the Contract will include also the Goods purchased by CASELINER from other manufacturers and dealers (“**Subcontractors**”). The anticipated date set by CASELINER and shown on the Order Confirmation anticipates that the individual items of the Goods will be supplied by the Subcontractors along with CASELINER by that date.
- 3.7** The Contract between CASELINER and the Customer hereunder is created upon the CASELINER’s acceptance of the Customer’s Order and indication of the anticipated date shown on the Order Confirmation sent to the Customer; and upon the Customer’s approval of the anticipated date shown on the Order Confirmation or upon the moment that date is deemed approved by the Customer.

IV. Supply and Delivery

- 4.1** CASELINER will supply the Goods by making the same available for collection by the Customer at the CASELINER’s trading address at Nad Jezerem 568, 252 50 Vestec, Czech Republic. Except as the Parties otherwise agree, the Customer will commission carrier services at the Customer’s expenses and risk to collect the Goods. The Customer will notify CASELINER as of the carrier commissioned to collect the Goods at the CASELINER’s trading address and will do so before the anticipated date of collection. Where so requested by CASELINER, that carrier will prove its authorisation to collect the Goods on behalf of the Customer. For the avoidance of doubt, it is stipulated that the risk of damage to the Goods passes to the Customer under Section 2121 and Section 2123(1) of the Civil Code upon the collection of the Goods, upon the moment the Goods are made available for collection by the Customer under the Contract even if the Customer fails to collect the Goods within the stipulated time limit, or upon the moment the Goods are collected by the carrier named by the Customer, as the case might be.
- 4.2** CASELINER reserves the right to name and show a carrier on the Order Confirmation as an option for the Customer to collect the Goods from CASELINER and deliver the same to the Customer at the Customer’s expenses and risk. If interested in the services of the carrier offered by CASELINER, the Customer will accept the offer by email sent to the CASELINER’s email address info@caseliner.eu or other email address indicated by CASELINER to the Customer for that purpose; at the latest within three (3) days after the Order Confirmation has been sent. The Customer explicitly acknowledges and agrees that the Goods will be delivered to the Customer by the carrier selected hereunder, at the Customer’s expenses and risk, after the carrier’s costs are paid by the Customer into the account of that carrier. The bank details will be shown by that carrier on the invoice issued in respect of the carrier services. CASELINER will notify the Customer once the Goods leave the CASELINER’s warehouse to be delivered to the Customer. The Customer hereby acknowledges and agrees that CASELINER will not be held liable for late delivery, whether caused by the carrier (delayed delivery, etc.) or by the Customer (failure to lend assistance with collecting the Goods, etc.), and for damage to the Goods caused during delivery to the Customer. Any and all communication regarding the delivery will be maintained directly between the Customer and the carrier.
- 4.3** The Customer acknowledges that the day on which the Goods are made available for collection cannot be requested by the Customer to precede the day on which the Goods are anticipated to arrive as shown on the Order Confirmation.
- 4.4** Where the Goods are made available for collection and the Customer is in breach of the Contract by failing to collect the Goods within the stipulated time limit, CASELINER will take reasonable steps to store the Goods. Where the Customer fails to collect the Goods for over fourteen (14) calendar days, CASELINER may (and can) request the Customer to pay the storage fee of five per cent (5%) of the Purchase Price payable for the Goods for every commenced week of delay.

- 4.5** Customer's delay in collecting the Goods for over thirty (30) calendar days is deemed a material breach of the Customer's contractual obligation; in which case CASELINER has a right to cancel the Contract. Where the Customer fails to collect the Goods at the destination agreed by the Parties and shown on the Order Confirmation for reasons attributable to the Customer, any and all costs incurred in re-delivering the Goods to the destination agreed by the Parties and shown on the Order Confirmation will be borne by the Customer.
- 4.6** CASELINER will pack the Goods accordingly so that to preserve and protect the Goods during delivery to the destination agreed by the Parties and shown on the Order Confirmation. CASELINER is entitled to claim a refund of reasonable costs incurred in packing the Goods hereunder from the Customer. The Customer acknowledges and agrees that CASELINER will charge packaging costs on the Goods sold for less than CZK 5,000.00 excl. VAT. The packaging costs will be charged in the amount set in the CASELINER's price list or as agreed by the Parties.
- 4.7** The Goods comes into the Customer's possession upon full payment of the Purchase Price payable for the Goods as agreed by the Parties.
- 4.8** Risk of damage to the Goods. The risk of damage to the Goods will pass to the Customer upon the moment the Goods are made available for collection under the Contract as shown on the Order Confirmation, that is, upon the moment the Goods are made available by CASELINER to be collected by the Customer at the CASELINER's trading address at Nad Jezerem 568, 252 50 Vestec, or upon the moment the Goods are made available by CASELINER to be collected and delivered to the destination designated by the Customer via the carrier commissioned by the Customer or named by CASELINER as an option for the Customer. The risk of damage to the Goods will pass to the Customer also where the Customer is in breach of the Contract by failing to collect the Goods by the date agreed by the Parties, namely upon the moment the Goods were to be collected as agreed by the Parties.
- 4.9** CASELINER is entitled to supply the Goods to the Customer before the date shown on the Order Confirmation and notify the Customer as of the same in advance; in which case the Goods will be obligatorily collected by the Customer from CASELINER on the new date determined by CASELINER.

V. Claims Procedure

- 5.1** The claims procedure governs guarantees on the Goods and claims made under the guarantee within the guarantee period; in relation to the Goods purchased by the Customer from CASELINER. The claims procedure is set in accordance with the Civil Code. By collecting the Goods from CASELINER or carrier, the Customer agrees to that claims procedure.
- 5.2** The Goods are supplied with an invoice; some Goods are supplied with a guarantee certificate. Where the Goods are supplied without a guarantee certificate, the claims will be made with reference to the invoice.
- 5.3** Except as CASELINER and the Customer otherwise agree in writing, CASELINER will give a twelve (12) month guarantee on the Goods.
- 5.4** The guarantee period begins with the day on which the risk of damage to the Goods has passed to the Customer; and stops running for the length of the waiting period during which the Goods are with CASELINER for the purposes of repair under the guarantee. Where the claim made under the guarantee is approved, the guarantee period is extended by the waiting period. For the avoidance of doubt, it is stipulated that the waiting period begins with the day subsequent to that on which CASELINER accepts the Goods from the Customer making a claim under the guarantee and ends with the day on which that claim is handled by CASELINER and the Goods are prepared for collection by the Customer, rather than with the day on which the Goods are collected by the Customer. Where the claim made under the guarantee is declined by CASELINER, the guarantee period is not extended by the respective period. Where the Goods are replaced in response to the claim made under the guarantee, the guarantee period starts anew, upon the collection of the new Goods by the Customer.
- 5.5** The Customer will inspect the Goods as soon as the risk of damage to the Goods has passed, however, at the latest within three (3) days, and will make any faulty product claims against CASELINER in writing without undue delay.
- 5.6** The Customer is entitled to make a faulty product claim at the CASELINER's trading address at Nad Jezerem 568, 252 50 Vestec or submit the same to third parties named by CASELINER. Where the faulty product claims are made by way of returning the Goods via a carrier, the Goods are recommended to be returned at all times to the CASELINER's registered office address at Nad Jezerem 568, 252 50 Vestec or to the address of a respective party designated by CASELINER to accept the claims. Where the guarantee certificate designates other party to carry out repairs and that party is located at the place of CASELINER or another place closer to the Customer, the Customer will claim repair with that party designated to carry out guarantee repairs (Section 2172 of the Civil Code).

5.7 CASELINER is liable only for the following faults developed to the Goods:

- a) faults the Goods have upon the moment the risk of damage to the Goods passes to the Customer, including faults that develop to the Goods only later; and
- b) faults developed to the Goods as a breach of CASELINER's obligations.

The said liability is not absolute and as such is excluded in relation to:

- a) faults developed during the manufacturing process using the items submitted by the Customer to CASELINER for that purposes; and
- b) faults known or must have known to the Customer given the Contract execution circumstances.

5.8 The guarantee does not apply to:

- a) damage caused by incorrect or faulty accessories and incorrect consumables used together with the Goods;
- b) damage caused by improper operation, unauthorised or improper use or installation contrary to the user instructions shown on the Goods accompanying documents;
- c) general wear and tear;
- d) mechanical faults;
- e) damage caused by inappropriate use;
- f) damage caused by faulty installation, use, operation or neglect;
- g) damage caused by excessive use or non-observance of the user instructions shown in particular on the packaging and guarantee certificate;
- h) unauthorised adjustments made to the Goods by a third party;
- i) damage caused by tampering with or modifications to the Goods; and
- j) damage caused by natural disasters or force majeure.

Where the Goods are supplied by CASELINER to the Customer before the anticipated date, CASELINER may repair the faulty Goods or supply the missing Goods or replace the Goods by that date; in which case the Customer has no right to make a claim for damages.

CASELINER is not liable for damage to the Goods caused during delivery to the destination designated by the Customer. The Customer acknowledges that a claim for damage to the Goods caused during delivery to the destination designated by the Customer may be properly made only when the requirements set out by the respective carrier in the respective carrier agreement are met. Where the Customer fails to meet the requirements for making a claim for damage to the Goods caused during delivery to the destination designated by the Customer, the Customer is not entitled to claim damages against the respective carrier or CASELINER. For the avoidance of doubt, it is stipulated that the Customer will always properly inspect the Goods upon collection of the Goods from the carrier in order to reveal any and all damage to the Goods caused during delivery and make a claim for that damage (if any) against the carrier immediately. The Customer acknowledges that no damage to the Goods caused during delivery may be made, whether in full or in part, unless the Goods are properly collected from the respective carrier. No claim for damage to the Goods caused during delivery to the destination designated by the Customer may be made against CASELINER on any other grounds. CASELINER will assist the Customer as necessary with making a claim for damage caused during delivery against the respective carrier.

5.9 Claims, Claims Handling Period

The Customer will make a claim without undue delay after the fault is or could have been revealed by the Customer. In making the claim, the Customer will submit the claimed Goods (or part thereof) to CASELINER – clean and in accordance with hygiene standards and practices, together with all accessories and component parts. The Customer will lend all assistance to CASELINER, or authorised service centre, as the case might be, with verifying the existence of the fault and handling the claim (including testing and disassembling of the Goods).

The Customer acknowledges that where the fault is not reported to CASELINER without undue delay after that fault is or could have been revealed by the Customer CASELINER is rightfully entitled to object that the fault was reported late and hence deny the Customer's faulty product claim.

The Customer will submit the claimed Goods complete. Where the Goods are submitted incomplete and the fault claimed can be ascertained and/or removed only after the Goods are submitted complete, the period for handling the claim begins only with the day on which the missing parts are submitted.

The Customer will submit the claimed Goods to CASELINER together with the invoice evidencing that the Contract in respect of that Goods has been executed. The claim will be properly made where the invoice is submitted. The costs

incurred by the Customer in submitting the claimed Goods are borne by the Customer. The Goods will be submitted to CASELINER at the Customer's risk. The Goods claimed will be packed accordingly and labelled properly and the faults claimed will be specified in detail.

CASELINER will notify the Customer in writing as of the claim handling results within a reasonable time after the claim has been properly made (and the Goods claimed have been properly submitted to CASELINER).

5.10 Claims Handling

Having reviewed the submitted documents and examined the claimed Goods briefly, CASELINER will:

- a) approve the claim and handle the same immediately; or
- b) accept the claimed Goods to handle the claim hereunder where the claim cannot be handled immediately; or
- c) deny the claim and return the claimed Goods to the Customer immediately.

Where the Goods are accepted by CASELINER for detailed examination, CASELINER will decide based on the results of that detailed examination whether the claim made will be approved and handled hereunder or denied.

In making the claim, the Customer will receive a written confirmation – an RMA report that will serve as evidence that the claim has been made. In drawing up the RMA report, the Customer will disclose all the information required and confirm the completeness and correctness of the same by signing the RMA report. The RMA report will contain information as to the date on which the claim was made and content of the claim.

CASELINER is entitled to refuse to accept the Goods where the Goods or parts thereof are not clean.

CASELINER is entitled to refuse to accept the Goods also where the Goods are submitted other than in accordance with hygiene standards and practices.

CASELINER is further entitled to refuse to accept the Goods for safety and handling reasons where the fuel tanks are not emptied.

5.11 Approved Claim

Where the claim is approved, CASELINER may:

- a) repair the Goods where repair is feasible;
- b) replace the Goods (or part thereof) where repair is not feasible; or
- c) offer a reasonable reduction in the agreed Purchase Price payable for the Goods where repair or replacement is not feasible.

The provisions of Section 2108 of the Civil Code are excluded.

CASELINER is entitled to handle the individual claims in the order shown above. The Customer has no right of option as regards the order of handling the claim.

5.12 Claim Handling Results

Having handled the claim, CASELINER will notify the Customer as of the claim handling results.

CASELINER will issue a written confirmation to the Customer containing information as to the date and mode of handling the claim, repair carried out and waiting period, or reasons for denial, as the case might be.

The Customer will collect the claimed Goods against the RMA report obtained upon submitting the Goods claimed; or will identify themselves to collect the claimed Goods.

Where the Customer fails to collect the Goods claimed, that is, the repaired or replaced Goods for over thirty (30) days after the claim was supposed to be handled hereunder, the Customer may be charged a storage fee of EUR 5 (five Euros) for every commenced day of delay in collecting the Goods claimed. Where the Customer fails to collect the Goods claimed and where the storage fee charged exceeds the Purchase Price payable for the claimed Goods under the Contract, CASELINER is entitled to retain that Goods to settle the respective storage fee.

5.13 Denied Claim

Where the claim is denied by CASELINER, CASELINER has a right to claim a refund of the costs incurred by CASELINER in relation to the Customer's denied claim.

VI. Payment, Invoices

- 6.1** The Customer will pay CASELINER the Purchase Price for the Goods shown in the Retail Price List and the Offer, respectively; the prices being shown in CZK or EUR.
- 6.2** The Purchase Price payable for the Goods will be specified by CASELINER on an invoice emailed to the email address used by the Customer to submit the Order or sent by post to the address indicated by the Customer, as the case might be.
- 6.3** The Parties agree that the Customer will pay CASELINER the Purchase Price for the Goods in full and by the date shown on the invoice. The Purchase Price is deemed paid when the CASELINER's account shown on the respective invoice is credited with the respective amount or when the Purchase Price is paid in cash. CASELINER will supply the Goods to the Customer after the Purchase Price is paid by the Customer in full.
- 6.4** Customer's failure to settle the invoice for over five (5) calendar days is deemed a material breach of the Customer's obligations under the Contract; in which case CASELINER has a right to cancel the Contract.
- 6.5** The Parties agree that the Customer will always pay CASELINER the Purchase Price for the ordered Bespoke Goods, provided that CASELINER is ready to supply the Goods under the Order confirmed by CASELINER; except as the Parties otherwise agree.
- 6.6** Where the Bespoke Goods are ordered under the Contract and the Order, respectively, and where the Contract and the Order, respectively, are then cancelled by the Customer for the reasons not attributable to CASELINER, the Customer will pay CASELINER the Purchase Price in full despite the cancellation and CASELINER will retain the right to payment of the Purchase Price, respectively, except as the Parties otherwise agree.
- 6.7** Except as CASELINER and the Customer otherwise agree, the (pro forma) invoices are payable within fourteen (14) calendar days of invoice date.
- 6.8** Invoices failing to include the elements prescribed by law may be returned by the Customer to CASELINER for correction or completion by the due date shown on the invoice. The Customer will not be in delay in paying the Purchase Price for the Goods until the corrected invoice is returned. Claims for the correction of invoices made by the Customer after the due date shown on the respective invoice have no suspensory effect on the Customer's obligation to pay the Purchase Price for the Goods against the issued invoice.

VII. Penalties

- 7.1** Where the Customer gets in delay in paying the Purchase Price for the Goods, the Customer will be charged statutory late payment interest. CASELINER is entitled to claim a contractual penalty of 0.05% of the outstanding amount for every commenced day of delay payable by the Customer in addition to that statutory late payment interest.
- 7.2** Where CASELINER gets in delay in supplying the Goods, the Customer is entitled to claim a contractual penalty of 0.03% of the Purchase Price payable for the Goods for every commenced day of delay; however, up to the amount not exceeding 15% of the total Purchase Price payable for the Goods.

VIII. Personal Data Processing

- 8.1** The personal data of the Customer or the parties related to the Customer disclosed in the Contract or otherwise provided to CASELINER ("**Customer's Related Parties**"), within the scale of the personal data regarding the: (i) Customer: name and surname, address, email address, telephone number and bank account; and (ii) Customer's Related Parties: name and surname, email address, telephone number ("**Personal Data**"), will be processed by CASELINER acting in the capacity as the controller in order to execute the Contract and perform the rights and obligations thereunder. Acting in the capacity as the controller, CASELINER may process the respective Personal Data also (i) for compliance with legal obligations implied by individual provisions of law, for instance, accounting; and (ii) for the purposes of the legitimate interests pursued by CASELINER whereby, for instance, the Personal Data may be transmitted within the CASELINER's group or be processed by CASELINER acting in the capacity as the controller for the purposes of informing the Customer or the Customer's Related Parties as to the delivery of the Goods to the Customer. The legal basis for processing the Personal Data is thus based on Article 6(1)(b), 6(1)(c) and 6(1)(f) 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 repealing Directive 95/46/EC (General Data Protection Regulation) (“**Regulation**”). Acting in the capacity as the controller, CASELINER will allow third parties – processors to access the Personal Data only under the conditions provided for by applicable law, the said processors being the CASELINER’s accounting, tax or legal advisors.

- 8.2** Acting in the capacity as the controller, CASELINER maintains an electronic database of individual Customers and Customer’s Related Parties (parties specified in the Contract or the Order as contact persons, or parties involved in delivering the Goods to the Customer, as the case might be). The Personal Data will be kept as long as necessary for the performance of the Contract. The Personal Data will be kept by CASELINER for the purposes of future claims for an additional period of five (5) years after the Contract has ended or for a longer period required for that purposes by applicable law.
- 8.3** The Customer hereby acknowledges having been aware of the scale, purpose and means of processing the Personal Data and having reviewed the information regarding the personal data processing available at <http://www.caseliner.eu> and **Appendix 1** hereto. The Customer confirms they authorisation to transmit the Personal Data of the Customer’s Related Parties to CASELINER acting in the capacity as the controller; and compliance with the Regulation with respect to the Customer’s Related Parties.
- 8.4** CASELINER will ensure that the data held are processed securely and in compliance with standard norms and laws in force regulating personal data, confidentiality is maintained and appropriate technical and organisational measures are in place against unauthorised or unlawful processing of the Personal Data and against loss, destruction or damage of the same.
- 8.5** The Customer will lend all assistance to CASELINER required by applicable law with respect to the Personal Data processing; namely as regards the notification of a Personal Data breach, data protection impact assessment and consultations of the supervisory authority.
- 8.6** The Customer acknowledges that the Personal Data subjects have relevant rights relating to their Personal Data in compliance with the Regulation; namely the right of access to data, the right to have data rectified or deleted, or to restrict the processing, as the case might be, the right to object to the processing, the right to data portability and the right to lodge a complaint with a supervisory authority. The Customer confirms compliance with the obligation to inform under Article 13 and 14 of the Regulation in relation to the Personal Data subject – Customer’s Related Parties whose Personal Data have been transmitted by the Customer to CASELINER, at least to the extent of information regarding the personal data processing available at <http://www.caseliner.eu> and **Appendix 1** hereto.
- 8.7** Where the Customer is in breach of either obligation under the Contract, or the Regulation, as the case might be, and CASELINER therefore incurs any costs, becomes obligated to compensate the damage suffered by the Personal Data subject or to pay any penalty, the Customer will reimburse CASELINER for that costs, compensation or penalty at the latest within ten (10) days after having been so requested in writing.

IX. Miscellaneous

- 9.1** Except as the Parties otherwise agree, no monetary claim recorded by the Customer against CASELINER under other legal relations with CASELINER may be unilaterally and automatically offset by the Customer against a CASELINER’s claim under the Contract.
- 9.2** Where the Purchase Price payable for the Goods is to be paid by the Customer under the Contract only after the Goods are supplied and where it becomes apparent from the Customer’s post-Contract conduct that the Customer’s obligations (namely to collect the Goods and pay the Purchase Price payable for the Goods) will not be performed, CASELINER is entitled to refuse performance under the Contract until the Customer performs or secures sufficient performance of that obligations under the Contract. CASELINER is entitled to set an additional time limit of then (10) calendar days for the Customer to perform the obligations under the Contract. Where that time limit expires to no effect, CASELINER is entitled to cancel the Contract.
- 9.3** Where the Customer fails to perform either of the Customer’s obligations under another contract executed with CASELINER (“**Other Contract**”), CASELINER may refuse performance under the Contract until the Customer performs or secures sufficient performance under the Other Contract. CASELINER is entitled to set an additional time limit of then (10) calendar days for the Customer to perform under the Other Contract. Where that time limit expires to no effect, CASELINER is entitled to cancel the Contract. The provisions of Section 1913 of the Civil Code are excluded.
- 9.4** Where CASELINER has a right to cancel the Contract hereunder, all of the rights and obligations of the Parties under the Contract terminate upon cancellation of the Contract; without prejudice to damages and contractual penalties claimed for the breach of Customer’s obligations and security for the obligations.

- 9.5** The Parties agree under Section 630(1) of the Civil Code that all of the CASELINER's claims and rights against the Customer under the Contract (namely the right to payment of the Purchase Price payable for the Goods) will be subject to the statutory limitation period of fifteen (15) years following the Contract execution.
- 9.6** Except as otherwise explicitly provided for herein, the requirement for written form is complied with also where the acts are made by email.
- 9.7** Written instruments designated for the Customer will be delivered to the address specified by the Customer in the Order; written instruments designated for CASELINER will be delivered to the address specified in the Terms and Conditions. The Parties will notify each other as of their new mailing (or email) address without undue delay, whereby CASELINER will do so by specifying its new address in the amended Terms and Conditions displayed on the CASELINER's website. Where the Parties fail to do so, the written instrument is deemed delivered even if returned to the sender as undelivered to the last known address, with effect from the day that written instrument has been returned as undelivered.
- 9.8** The rights and obligations created hereunder will be governed and construed in accordance with the laws of the Czech Republic, namely Act No. 89/2012 Sb., the Civil Code, as amended.
- 9.9** The Customer acknowledges and agrees that any dispute arising out of or relating to the Contract other than settled out of court will be resolved by the courts of the Czech Republic, under the laws of the Czech Republic. The competent court for resolving disputes will be the civil court with jurisdiction over the Customer.
- 9.10** CASELINER reserves the right to amend the Terms and Conditions. The amended Terms and Conditions will be properly displayed on the CASELINER's website securely accessible by the Customer and emailed to the Customer's email address. The amended wording of the Terms and Conditions will always supersede the previous wording of the Terms and Conditions in full. The Contract will always be governed by the Terms and Conditions being in force and effect at the moment of Contract execution.

Issued on 1 January 2019 with effect from 1 January 2019

Appendixes:

Appendix 1 – Personal Data Processing