

GENERAL TERMS AND CONDITIONS

Of the company:

H2 Europe s.r.o.

IČ: 05592887, DIČ: CZ05592887

registered office in the Czech Republic, Ostrava, V Zátíší 810/1, 709 00 registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File 68262

**for the sale of goods via an online store located at
www.h2europe.com**

I.

INTRODUCTORY PROVISIONS

1. 1. These Business Terms and Conditions (hereinafter referred to as the "Business Terms and Conditions") of the H2 Europe s.r.o. Company, Identification Number: 05592887, VAT ID: CZ05592887, registered office of the Czech Republic, Ostrava, V Zátíší 810/1, 709 00, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 68262 (hereinafter referred to as the "Seller"), regulate the mutual rights and obligations of the contracting parties in accordance with the Act of the Czech Republic No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code") and the relevant European Union Directives. of the parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another person (hereinafter referred to as the "Buyer") via the Seller's e-shop. The online store is operated by the seller on a website located at www.h2europe.com (the "website") via the website interface (the "store web interface").
2. 2. For the purposes of these Terms and Conditions, a person who intends to purchase goods from the Seller and is a person acting in the course of ordering goods in the course of his business activity or in the course of his independent profession is considered to be an **entrepreneur**. For the purposes of these terms and conditions, a consumer is deemed to be a **consumer** who intends to purchase goods from the seller and is a person who, when ordering goods, acts outside of his business or outside the independent exercise of his profession.
3. Where explicit reference is made to consumers in these Terms and Conditions, this specific provision shall apply only to consumers. If these terms and conditions explicitly refer to entrepreneurs, this specific provision applies only to entrepreneurs. In other cases, the terms of these Terms and Conditions apply to both consumers and entrepreneurs.
4. Provisions deviating from the Terms and Conditions may be agreed in the purchase contract. Different arrangements in the Purchase Agreement take precedence over the terms and conditions of the Terms and Conditions.
5. The provisions of the Business Terms and Conditions form an integral part of the Purchase Agreement. The purchase contract and terms and conditions are drawn up in Czech, English, Slovak, Polish, Hungarian. The purchase contract can be concluded in Czech, English, Slovak, Polish, Hungarian

6. The Seller may amend or supplement the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effect of the previous version of the Terms and Conditions.

II. USER ACCOUNT

1. Upon registration by the Buyer at www.h2europe.com, the Buyer may access its user interface. From its user interface, the buyer may order goods (hereinafter referred to as "user account").
2. When registering on the website and ordering goods, the buyer is obliged to provide correct and true information. The Buyer is obliged to update the data stated in the User Account in any change. The information given by the buyer in the user account and when ordering goods is considered by the seller to be correct.
3. Access to the user account is secured by username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.
4. The Buyer is not entitled to allow the use of the User Account to third parties.
5. The seller may cancel the buyer's user account, especially if the buyer does not use his user account for more than 12 months or if the buyer violates his obligations under the purchase agreement (including terms and conditions).
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. necessary maintenance of hardware and software of third parties.

III. ENTERING INTO A PURCHASE AGREEMENT

1. All presentation of goods placed in the web interface of the shop is of informative nature and the seller is not obliged to conclude a purchase contract with respect to these goods, ie it is not an offer of goods subject to depletion of stocks or loss of the ability of the entrepreneur to perform.
2. The web interface of the store contains information about the goods, including prices of individual goods in euros. All fees and exchange differences between the amount paid and invoiced shall be paid by the Buyer. Prices of goods remain in effect as long as they are displayed in the store's web interface. This provision does not limit the seller's ability to conclude a purchase agreement under individually agreed conditions.
3. The web interface of the store also contains information on costs related to packaging and delivery of goods in the Czech Republic and outside the Czech Republic.
4. To order the goods, the buyer fills in the order form in the web interface of the shop. The order form contains especially information about:
 - a) the ordered goods (the buyer inserts the ordered goods into the electronic shopping cart of the web interface of the shop),
 - b) the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and

- c) information on the cost of delivery of goods (hereinafter referred to as "order").
5. Before sending the order to the seller, the buyer is allowed to check and change the data entered into the order by the buyer, even with regard to the possibility of the buyer to detect and correct errors in entering data into the order. The buyer sends the order by clicking on the "**Submit**" button. The data listed in the order they are considered correct by the seller.
 6. If the Buyer is a Consumer, the Seller shall immediately confirm receipt of the Order by e-mail to the Buyer at the Buyer's e-mail address specified in the User Interface or Order (hereinafter referred to as "Buyer's e-mail address"). The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs) to ask the buyer for additional confirmation of the order (for example in writing or by phone).
 7. The consumer's contractual relationship between the seller and the buyer arises upon delivery of an order receipt sent to the buyer by e-mail to the buyer's e-mail address. The contractual relationship between the seller and the buyer who is an entrepreneur arises by sending the order to the seller and its delivery to the seller.
 8. The Buyer agrees to use the means of distance communication to conclude the Purchase Contract. The costs incurred by the buyer when using the means of distance communication in connection with the conclusion of the purchase contract (the cost of internet access, the cost of telephone calls) are paid by the buyer, and these costs do not differ from the standard.

IV. GOODS PRICE AND PAYMENT CONDITIONS

1. The price of the goods and any costs associated with the delivery of the goods under the purchase contract shall be paid by the buyer to the seller by credit card.
2. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with packaging and delivery of the goods at the agreed amount. Unless expressly stated otherwise, the purchase price is also understood to include the costs associated with the delivery of the goods.
3. The Seller is entitled to demand payment of the entire purchase price before the goods are shipped to the Buyer.
4. The Buyer's obligation to pay the purchase price shall be fulfilled at the moment the relevant amount is credited to the Seller's account.
5. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined.
6. If it is customary in the course of trade or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - invoice for the payments made under the purchase contract to the Buyer. The seller is a payer of value added tax. The tax document - invoice is issued and sent by the seller to the buyer in electronic form to the electronic address given by the buyer. In an invoice for residents of a country paying a different currency than EURO, a conversion from EUR to that currency according to the

national central bank's exchange rate will be given, unless such a course is available online, the central rate of any commercial bank will be used.

V.

WITHDRAWAL FROM THE PURCHASE CONTRACT

1. The Buyer acknowledges that it is not possible to withdraw from the purchase contract for the delivery of goods that have been modified according to the Buyer's wish or for the person from the contract of delivery of perishable goods as well as the goods irrevocably mixed with other goods, from the purchase contract for the delivery of goods in a sealed package, which the consumer removed from the packaging and cannot be returned for hygienic reasons.
2. If this is not the case referred to in Article V (1) of the Terms and Conditions or any other case where the Purchase Contract cannot be withdrawn, the Buyer who is a Consumer shall have the right to withdraw from the Purchase Contract within fourteen (14) days since the takeover of the goods, where the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Agreement must be sent to the Seller within the period specified in the previous sentence. In order to withdraw from the purchase contract, the buyer who is a consumer may use the **model form provided by the seller, which is attached to the business conditions**. Withdrawal from the purchase contract must be sent by the buyer in writing to the address of the seller's premises: H2 Europe s.r.o., V Zátíší 810/1, 709 00 Ostrava, Czech Republic.
3. In case of withdrawal from the purchase contract in accordance with Article V point 2 of the Terms and Conditions, the purchase contract is canceled from the beginning. Goods must be returned to the seller within fourteen (14) days of withdrawal. If the Buyer withdraws from the Purchase Agreement, the Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by their usual postal route due to their nature..
4. In the event of withdrawal from the contract pursuant to Article V point 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 Agreement by the Buyer in the same manner as the Seller accepts them. The Seller is also entitled to return the performance provided by the Buyer at the time of returning the goods by the Buyer or otherwise, if the Buyer agrees with this and does not incur additional costs for the Buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the funds received to the buyer before the buyer returns the goods to him.
5. The Seller shall be entitled to unilaterally set off the claim for damages for the goods against the Buyer's claim for the refund of the purchase price.
6. Until the goods are taken over by the buyer, the seller is entitled to withdraw from the contract at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by wire transfer to the account specified by the Buyer.
7. If a gift is given to the buyer together with the goods, the gift contract between the seller and the buyer is with the termination condition that if the buyer withdraws from the

purchase contract, the gift contract for such gift is lost and the buyer is obliged to along with the goods to the seller return the gift or pay its purchase price.

VI. TRANSPORT AND DELIVERY OF GOODS

1. Goods that will be available to the Seller at the time of acceptance of the goods order by the Seller shall be delivered to the Buyer by return, but no later than within 14 days from the date of acceptance of the Goods Order by the Seller.
2. Goods that will not be available at the Seller's warehouse at the time of accepting the goods order will be delivered to the Buyer by return, within 30 days of the goods being stored in the Seller's warehouse.
3. The Seller shall inform the Buyer of the date of delivery of the goods and their availability at the Buyer's request to the e-mail address specified by the Buyer.
4. If the mode of transport is negotiated 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.
5. 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 accept the goods upon delivery.
6. In the event that the goods must be delivered repeatedly or in any other way than stated in the order for reasons on the part of the buyer, the buyer is obliged to pay the costs associated with repeated delivery of the goods, resp.. costs associated with other means of delivery.
7. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and to notify the carrier immediately in case of any defects. In case of a breach of the packaging indicating an unauthorized intrusion into the shipment, the Buyer may not accept the shipment from the carrier.
8. The risk of damage to the goods passes to the buyer by taking over the goods by the buyer.

VII. RIGHTS FROM DEFECTIVE PERFORMANCE

1. The Seller is liable to the Buyer for the goods being delivered without defects, ie in the agreed quantity, quality, design and without any legal defects. If the quality and performance are not agreed, the Seller shall perform in a quality and design suitable for the purpose apparent from the contract; otherwise for the usual purpose. Delivery of other goods is also considered a defect.
2. If the Seller's declaration or the handover document shows that the Seller has delivered a smaller quantity of goods, the defective goods shall not apply to the missing goods. However, if the seller delivers a larger quantity of goods than was agreed to the buyer who is an entrepreneur, the purchase contract is also concluded for the surplus quantity, unless the buyer refused it without undue delay.

3. The Seller shall be liable to the Buyer, who is the consumer, that the goods have been delivered free of defects, namely that at the time the goods were taken over by the Buyer:
 - a) the goods possess the characteristics agreed by the parties and, in the absence of an arrangement, the characteristics which the seller or the manufacturer has described or which the buyer has expected with regard to the nature of the goods and the advertising carried out by them;,
 - b) the goods are fit for the purpose indicated by the seller for their use or for which goods of that kind are normally used,
 - c) 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 model,
 - d) the goods are in appropriate quantity, measure or weight,
 - e) the goods comply with the requirements of the legislation.
4. The buyer's right of defective performance constitutes a defect that the goods have in the transfer of the risk of damage to the buyer, even if the defect becomes apparent only later. The buyer's right shall also be established by a later defect caused by the seller's breach of his obligation. The defect can be criticized within six months of receipt of the goods.
5. The buyer who is a consumer is entitled to exercise the right of defect that occurs in the goods within twenty-four months of receipt of the goods.
6. As soon as the Buyer discovers a defect, he shall notify the Seller without undue delay. The moment of filing a claim is considered to be the moment when the seller received the claimed goods from the buyer. If the buyer rightly defects the seller, the time limit for exercising the defective performance rights for the period during which the buyer cannot use the defective goods is not running.
7. The Buyer shall exercise the rights of defective performance with the Seller at the address of the Seller's premises in which the acceptance of the complaint is possible with regard to the assortment of the goods sold, possibly at the registered office or place of business. The buyer must indicate the required method of defect removal at the time of the defect notification. The Buyer cannot change the choice made without the Seller's consent.
8. If the defect is removable, the Buyer may claim either the addition of what is missing, the delivery of new goods without defects, or a reasonable discount on the purchase price. If it is not possible to remove the defect and if the goods cannot be properly used for it, the buyer may demand a reasonable discount from the purchase price or withdraw from the purchase contract. The Buyer shall be entitled to reimbursement of reasonably incurred costs in exercising his right.
9. Until the buyer exercises the right to a discount on the purchase price or withdraws from the contract, the seller may deliver what is missing or remove the defect.
10. If the seller does not remove the defect in time or refuses to remove the defect, the buyer may request a discount on the purchase price or may withdraw from the purchase contract.
11. Upon delivery of new goods, the Buyer shall return the goods originally delivered to the Seller at its expense.
12. The Buyer has no rights of defective performance if it is a defect, which he had to know with usual attention already at the conclusion of the contract. This does not apply if the Seller has explicitly assured him that the item is free of defects or if the defect is hidden crafted.

13. If the buyer who is an entrepreneur has not notified the defect without undue delay after he / she was able to find out the defect in timely inspection and sufficient care, the court will not grant him the right of defective performance. If it is a hidden defect, the same applies if the defect was not reported without undue delay after the buyer was able to identify it with sufficient care, but no later than two years after handing over the item..

VIII.

OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Buyer acquires ownership of the goods by paying the entire purchase price and accepting the goods.
2. The Seller is not bound by any codes of conduct in relation to the Buyer.
3. Out-of-court settlement of consumer complaints is provided by the Seller via e-mail: info@h2europe.com, Seller will send the Buyer's complaint to the Buyer's email address.
4. The Seller is entitled to sell the goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, to a limited extent, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.
5. The buyer hereby assumes the risk of a change of circumstances and cannot therefore seek a renewal of the contract negotiations if there is a change in circumstances so substantial that the change in the rights and obligations of the parties in particular is a gross disproportionate disadvantage to either of them either by disproportionately increasing the cost of performance or disproportionately reducing the value of the subject matter.

IX.

PRINCIPLES OF PERSONAL DATA PROCESSING

H2 Europe s.r.o., IČ: 05592887, DIČ: CZ05592887, registered office in the Czech Republic, Ostrava, V Zátíší 810/1, 709 00 registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File 68262 declares that all personal data (further as "Data") is considered to be strictly confidential and is handled in accordance with applicable privacy laws.

The security of your personal information is our priority. We therefore pay due attention to personal data and protection. In this Privacy Policy ("Policy"), we would like to inform you of what personal information we collect about you and how we further use it.

1. Personal data and their processing
- 1.1 Personal Data Categories

If you shop at www.h2europe.com, we collect the following information:

- Name and contact details: first and last name, billing address, postal address, e-mail address, telephone contact, bank details, sponsor link.

- Data based on contract duration - purchased products, services provided
- Login: login names. We don't have access to passwords.

If you receive marketing messages from us, we collect the following information:

- Name and contact details: name and surname, email address

We also process these personal data:

- Communication data between H2 Europe and the customer
- Behavioral records on websites managed by H2 Europe

1.2 Method of obtaining personal data

We collect personal information directly, ie we only receive data that you provide us with activities on our website, filling out a form to create a customer / partner account, submitting an order form, subscribing to marketing messages, using the services we provide, sending feedback and by your communication with the company.

1.3 Purpose of personal data processing

We process your personal data in order to fulfill our contractual obligations, to provide the services we offer and to improve their quality in the interest of your satisfaction.

Processing orders of goods or services ordered through our e-shop at www.h2europe.com or through customer support. In order to fulfill the purchase contract and to fulfill certain obligations (eg to issue a tax document), the processing of these data is necessary on the basis of the law.

Customer support. In order to provide customer service and resolve any problems in the performance of the purchase agreement, we process your personal data for the necessary fulfillment of the obligations under these agreements.

Communication. We use the collected data for email, event. telephone communication with our customers and business partners to help or advise you on the selection of goods and ordering, to inform you of the current status of your order or request, to obtain information from you regarding the settlement of the claim or to inform you of the progress of its processing. We may contact you even if your account requires attention in order to maintain active status or update system functions.

Improving service quality. We use the data to improve the quality of the services we offer, the website and the system, for example by adding new features, services and information that will provide the customer with greater clarity and comfort in using our services. The constant improvement of service quality is the legitimate interest of the company in terms of competition success. For the purpose of improving service quality, your data is anonymized to protect it.

Security and dispute resolution. In terms of legitimate interest, we may process your data while ensuring the security of our system and customer safety, as well as dispute resolution and enforcement of agreements.

Marketing offers. Corporate newsletter (business message) sent by email. We are sending you commercial communications regarding the products you have purchased or similar products or special company events. If you buy from us as a customer or business partner, we process this information based on your consent given when creating a customer / partner

account. If you are not our customer, you have given us permission to process your data by subscribing to our newsletter.

You can cancel the sending of business messages at any time by clicking on the check-out link in the footer of any newsletter you receive from us. You can also contact our customer support directly to unsubscribe. If you unsubscribe from your commercial communications, we will no longer use your electronic contacts for these purposes. We'll start using them again if you sign up again or request it explicitly.

1.4 Transfer of the personal data to third parties

Your personal data will only be transferred or otherwise conveyed to third parties if it is necessary to perform a purchase contract, on legitimate interest or if you have previously agreed to it, to:

- Transporters, with the aim of delivering products or services ordered by you and resolving complaints, including withdrawal
- Credit card companies, payment service providers for payment processing, and banks based on your order, performance of the purchase agreement
- Other service providers, third parties involved in data processing;
- Third parties, such as lawyers, courts to enforce or conclude any contract with you;
- - Public authorities (eg Police)

If third parties use the data within their legitimate interest, the controller is not responsible for such processing. Such processing is governed by the policies of the processing of personal data of the respective companies and persons.

2. Security of personal data and their preservation

- Your personal information is transmitted to us in encrypted form. We use SSL (secure socket layer) encoding system. We provide our websites and other systems by technical and organizational measures against the loss and destruction of your data, against unauthorized access to your data, alteration or dissemination
- For our processors, we require proof of compliance of their systems with GDPR
- Access to your customer account is only possible after entering your personal password. In this context, we would like to remind you that it is essential that you do not disclose your access data to third parties and always close your web browser window after your activity in the customer account, especially if you are using the computer with other users. H2 Europe assumes no responsibility for the misuse of the used passwords only if H2 Europe directly causes this.
- We process and store personal data:
 - at the time necessary to ensure all rights and obligations under the Purchase Agreement, ie during the order and warranty period
 - 1 year after the end of the warranty period to resolve potential disputes
 - - at a time during which H2 Europe, as the controller, is required to retain data under generally binding legislation. Accounting documents, such as invoices issued by H2 Europe, are legally archived for 10 years after they are issued
- Marketing offer approval is valid until further notice
- Communication for 2 years

In other cases, the processing period results from the purpose of the processing or is governed by the data protection legislation.

3. Rights of data subjects

- If we process your personal information, you may at any time request free information about the processing of your personal data.
- In the event that you believe that we process personal data in violation of your personal data protection and privacy policy, you may request clarification, request that we remove such resulting status, in particular you may request a correction, add-on, dispose or blocking personal data.
- You have the right to contact the Data Protection Officer or the Office for Personal Data Protection at any time with your request
- You may withdraw your objection to the processing of personal data at any time. If you withdraw your consent to the processing of your personal data, your personal data will be deleted or anonymized; however, this does not apply to personal data that H2 Europe needs to fulfill legal obligations (such as equipping an already submitted order) or to protect its legitimate interests. Personal data will also be destroyed if personal information is not required for the intended purpose or if the storage of your data is inadmissible for other statutory reasons.

4. Website

- Our site uses cookies to offer you a relevant and interesting offer. Cookies are small text files that are stored on your computer, smartphone or other device and are used in your browser. You can find more information about cookies [here](#). We use cookies for example for
- the correct functioning of the basket so that you can complete your order as easily as possible
- remembering your login information so you don't have to re-enter it
- with business partners to remember their sponsorship link to register new customers / partners
- best fit our site to your needs by tracking visiting our site, your site movement and features
- finding information about viewing ads so we won't show you ads for items you don't want

Cookie Refusal - Cookie settings are part of your web browser. Most browsers automatically accept cookies by default. Cookies can be refused by your web browser or restricted to your chosen types.

5. Contact us

If you have any questions, comments, or requests that relate to the Privacy Policy, please contact us at the address or customer line listed at the footer of this Policy.

Contact:

H2 Europe s.r.o.
V Zátíší 810/1
709 00 Ostrava
Czech republic

Customer support: +420 777 725 728, info@h2europe.company

This Privacy Policy is effective from May 1, 2018.

X. FINAL PROVISIONS

1. 1. If the relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.
2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes invalid or ineffective, instead of the invalid provision, a provision whose meaning is as close as possible to the one of the invalid provision commences. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the Purchase Agreement or Terms and Conditions require written form.
3. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
4. Contact details of the seller:
 - a) Delivery address: V Zátíší 810/1, 709 00 Ostrava
 - b) E-mail address: info@h2europe.company
 - c) Phone: 777 725 728
5. The sample form for withdrawal from the purchase contract is attached to the Terms and Conditions..
6. These Terms and Conditions come into force and effect on 1 December 2016 and are valid until the date of publication of the new Terms and Conditions.

In Ostrava, 1.5.2018

H2 Europe s.r.o.

Model withdrawal form
for a consumer who is a consumer
in accordance with the General Terms and Conditions
(fill out this form and send it back only if you want to withdraw from the contract)

Notice of withdrawal from the contract

Addressee: H2 Europe s.r.o.
IČ: 05592887, DIČ: CZ05592887
Registered office in the Czech Republic, Ostrava, V Zátíší 810/1, 709 00

I/we announce (*), that I am/we are withdrawing (*) from the purchase agreement about providing these services(*)

Date of order(*)/date of receipt(*)

Name and surname of the consumer(s)

Address of the consumer(s)

Consumer(s) signature
(only if this form is sent in paper form)

Date and signature: