

GENERAL TERMS AND CONDITIONS

GEZGÍN OUTDOOR s.r.o.

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CONTENTS:

1. Introductory Provisions
2. Buyer Registration
3. Web Service – e-order
4. Sales – Customer Card
5. Sales Based on Buyer Registration
6. Conclusion of the Purchase Contract
7. Ordering of Goods and Confirmation
8. Price and Payment Terms
9. Delivery, Acceptance of Goods and Returnable Deposited Packaging
10. Withdrawal from the Contract
11. Liability for Defects in Goods and Complaints
12. Availability of Ordering Systems
13. Specific Adjustment of Certain Instruments
14. Personal Data Protection and Consent to Processing
15. Final Provisions

I. Introductory Provisions

I.1 These General Terms and Conditions (hereinafter the “Terms and Conditions”) shall apply to any order or purchase of goods from GEZGÍN OUTDOOR s.r.o. and its affiliated brands (hereinafter the “Seller”) by a registered buyer (hereinafter the “Buyer”). The current list of private labels sold by GEZGÍN OUTDOOR s.r.o. is available **HERE**. The Terms and Conditions become an inseparable part of each purchase contract and part of framework contracts for the supply of goods or services, if such has been concluded between the Seller and the Buyer. The always-current version of the valid Terms and Conditions is published on the Seller’s website at www.gezginoutdoor.com. Before placing an order, the Buyer is always obliged to familiarize himself with the current wording of all Terms and Conditions.

I.2 The Buyer is entitled to conclude a purchase contract with the Seller as follows:

- By telephone at +420 777 789 091
- On the basis of Buyer registration in the ways set out below.
- By sending an order via the web service for registered customers – **e-order**.

I.3 In concluding the purchase contract, the Buyer agrees to the use of means of distance communication. 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, etc.) shall be borne by the Buyer himself.

I.4 The subject of purchase under these Terms and Conditions is the supply of goods, in particular foodstuffs, beverages, drugstore goods, tobacco products, and non-food goods for gastronomy and households (other non-food goods) (hereinafter in these Terms and Conditions as the “Goods”).

II. Buyer Registration

II.1 Registration of each Buyer takes place within business communication through our sales representatives. Each Buyer has the option, in cooperation with his sales representative, to fill in a **Buyer Card**, in which he provides his basic data necessary for further cooperation, information about establishments, delivery points, specific requirements for the execution of delivery, etc.

II.2 An entity with an identification number may conclude exactly one Buyer registration. Without proper Buyer registration, it is not possible to conclude a purchase contract between the Seller and the Buyer, unless a special written agreement between the parties provides otherwise. Any exceptions shall be decided by the Seller in justified cases.

II.3 Without a duly completed Buyer Card and subsequent registration in the Seller’s accounting system, it is not possible to make purchases of Goods under these Terms and Conditions. When completing the Buyer Card, the Buyer is obliged to provide only true, actual, and complete information. The Buyer is obliged to inform the Seller of any changes to the data that could affect the proper performance of the purchase contract, without delay after such change occurs.

III. Web Service – e-order

Within the ordering, purchase, and sale of Goods to the Buyer, a Buyer registered for this service may use the services of the e-shop located at www.gezginoutdoor.com . For the conclusion of these contracts, these Terms and Conditions and the **e-order Terms and Conditions** available after logging in as a registered user at www.gezginoutdoor.com . shall always apply.

IV. Sales – Customer Card

IV.1 Within the ordering, purchase, and sale of Goods to the Buyer, the Buyer has the right to use the services of the stores by obtaining a **Customer Card**.

IV.2 Registration and purchases based on the Customer Card are governed by these Terms and Conditions and by separate Terms and Conditions available on the company’s website at www.gezginoutdoor.com/obchodni-podminky-zakaznicka-karta-gezgin

V. Sales Based on Buyer Registration

Within the ordering, purchase, and sale of Goods to the Buyer, the Buyer has the right to conclude with the Seller a purchase contract under these Terms and Conditions. When ordering Goods within the e-order on the website, the provisions of this part of the Terms shall apply accordingly.

VI. Conclusion of the Purchase Contract

VI.1 The Seller presents Goods which the Buyer may order in various ways. The presentation of Goods in any form cannot be considered as an offer to conclude a purchase contract; the provision of § 1732 (2) of the Civil Code is excluded. For the avoidance of any doubt, the purchase contract between the Seller and the Buyer is concluded only at the moment when the Seller confirms the Buyer’s order of

Goods and confirms the date of delivery of the Goods. In the event that the Seller does not confirm the order, it shall be deemed that the purchase contract is concluded at the moment when the purchased Goods are delivered by the Seller to the place designated by the Buyer.

VI.2 Until the express written confirmation of the order or the delivery of the Goods to the Buyer and their acceptance, no act of the Seller may be interpreted as acceptance of the Buyer's offer.

VII. Ordering of Goods and Confirmation

VII.1 An order of Goods by the Buyer may be placed in the following ways (ordering systems):

- by telephone, through a sales representative or call centre,
- through the e-order service,
- during a personal visit by the sales representative,
- electronically (e-mail, EDI, etc.).

VII.2 The Buyer is always obliged, before placing an order, to familiarize himself with the current wording of the Terms and Conditions. By sending or approving the order, the Buyer confirms that he has acquainted himself with these Terms and Conditions and that he agrees with them.

VII.3 The minimum order quantity through the ordering systems, with delivery to the designated place, is **1 pallet of Goods**, except for gastronomic facilities, for which the minimum order quantity is also **1 pallet of Goods**, unless otherwise agreed in writing between the parties. The Seller is entitled unilaterally to set (and to withdraw this advantage at any time) a lower minimum order quantity for a specific customer or group of customers. Information on the currently valid minimum order quantity will be provided upon request or electronically by e-mail. The sent order is an irrevocable offer to conclude a contract made by the Buyer. By placing the order, the Buyer is bound by his offer to conclude the purchase contract until it is concluded by the Seller or until the order is cancelled, which may only be done in accordance with these Terms and Conditions.

VII.4 The Seller does not guarantee the availability of the ordered Goods. Information on availability indicated for Goods on the Seller's website is for information only and is indicative. The Seller is not obliged to accept the Buyer's offer. The Seller may also express consent with a reservation, by which the Buyer's offer is refused and a new offer to conclude a contract with new content is made. In such a case, the contract is concluded only by the expression of unconditional consent of one of the contracting parties to the offer of the other contracting party. However, part of the content of a contract concluded in this way shall always be these Terms and Conditions, with which the Buyer agreed when confirming the original order.

VII.5 The Seller reserves the right to reject the Buyer's order in whole or in part and not to deliver the Goods, including in cases where the price of Goods presented in the e-order, leaflets or other sources communicated by the Seller is incorrectly stated, or if the price of the Goods has changed significantly with regard to current stocks, or if the ordered Goods are not available from the Seller. The Seller reserves the right to deliver to the Buyer an alternative item with regard to the currently available warehouse stock of Goods, especially in cases where manufacturers replace an existing product with another of similar weight or variant, where manufacturers of tobacco products replace the original variant with another tax-stamped price, or where the Seller has replaced the assortment with another brand. The Buyer has the right not to take over such Goods from the Seller, which right must be exercised only upon acceptance of the Goods.

VII.6 The Seller is entitled to set maximum withdrawal limits for individual Goods and not to deliver any excessively ordered quantity of Goods.

VII.7 The Buyer is entitled to cancel his order no later than **16:00 hours** on the day preceding the day of collection or the planned delivery date specified or agreed in the order, and this through the originally chosen method of ordering.

VII.8 The Seller reserves the right to cancel the Buyer's order or part thereof before concluding the purchase contract also in cases where:

- a) the Goods are no longer manufactured and therefore cannot be delivered,
- b) the promotional stock is already or will be sold out by the day of loading the Goods,
- c) the acquisition price of the Goods from the Seller's external suppliers changes significantly.

In the event that the Buyer has already paid part or all of the purchase price before delivery of the Goods, this amount shall be returned to his account and the purchase contract shall not be concluded.

VII.9 The Buyer is entitled to order Goods with a requirement for delivery on the next distribution day no later than **14:00 hours** on the day preceding the distribution day. The Seller is entitled to refuse the Buyer's order for the following day even before this time limit.

VIII. Price and Payment Terms

VIII.1 The Buyer is obliged to ascertain the purchase price of the Goods from the Seller before sending the order. The prices of the Goods are available to the Buyer in the following ways:

1. by telephone through information provided by operators,
2. through the price lists stated in the e-order system,
3. from the prices stated in the Seller's current leaflets,
4. by making an inquiry to the sales representative or by e-mail.

VIII.2 The Seller declares that the prices stated in the price lists in the e-order system and in the leaflets may contain printing errors. The actual purchase price for the Goods will always be indicated for each item in the delivery note. If the price of the ordered Goods stated in the e-order or in the leaflet does not correspond, the price stated in the delivery note of the Goods shall apply. If the difference between the purchase prices is higher than 10%, the Buyer has the right not to take over the Goods.

VIII.3 The price of the Goods includes the price of transport, provided that the Buyer complies with the purchase volume limit set out in these Terms and Conditions and unless otherwise contractually agreed with the Buyer.

VIII.4 The Buyer undertakes to pay the purchase price in advance by bank transfer on the basis of a proforma invoice issued, unless otherwise contractually agreed between the parties.

VIII.5 The prices of the Goods presented are usually stated both including and excluding VAT. The Seller reserves the right to change the price of the Goods stated in the system according to the current warehouse prices.

IX. Delivery, Acceptance of Goods and Returnable Deposited Packaging

IX.1 The Seller shall usually deliver the Goods on the day chosen by the Buyer, unless otherwise stated for the Goods. In the event that the delivery period is to be significantly extended, the Seller reserves the right to contact the Buyer regarding further procedure.

IX.2 The Seller undertakes to strive for delivery on the requested date, but bears no liability for non-delivery at the requested time if this was caused by circumstances which, considering all the circumstances, could not be influenced by the Seller.

IX.3 The place of delivery is usually the place in the Czech Republic specified by the Buyer upon Buyer registration. For another place of delivery – a new establishment – a new registration of the establishment must be completed, either by contacting the Seller or through the sales representative. If the Goods are transported to the Buyer by the Seller, the risk of damage to the Goods passes to the Buyer upon handover of the Goods to the Buyer.

IX.4 Ownership of the Goods is transferred to the Buyer only upon full payment of the purchase price. The provision of the previous sentence does not establish the right of the Buyer to return any Goods taken over to the Seller, unless otherwise agreed in writing between the parties. In the event of returning the Goods to the Seller, the Buyer is obliged to ensure that the Goods are returned in the original packaging and that the minimum durability period is not shorter than 2/3 of the original minimum durability period. This does not apply to perishable Goods; such Goods may not be returned by the Buyer to the Seller after proper acceptance. The risk passes to the Buyer already upon acceptance of the Goods.

IX.5 If the Buyer does not duly take over the Goods at the place of delivery, such delivery shall be deemed ineffective. Ineffective delivery shall not affect the Seller's right to claim and enforce compensation for damages incurred in connection with such ineffective delivery, at least to the extent of the costs incurred in transporting the Goods to the place of delivery and back to the Seller's warehouse. In the event of the Buyer's request for redelivery, the Seller is entitled to charge the Buyer the delivery costs, which shall be set at a flat rate of CZK 50 per 1 km of route.

IX.6 Any person present at the Buyer's premises who objectively appears to be authorized to act on behalf of the Buyer shall be deemed capable of accepting the Goods on behalf of the Buyer. The Buyer is obliged to ensure the presence of a person authorized to accept the Goods at the time of delivery. If, at the required time of delivery, no person capable of accepting the Goods is present at the place of delivery, or if the Goods cannot be properly handed over for any other reason, the driver shall contact the Buyer by telephone and agree on further procedure. If it is not possible to reach the Buyer by telephone and agree on further procedure, the Buyer shall be informed on the next working day about the failed attempt at delivery and about the cancellation of the order. The Seller shall deposit the Goods delivered behind the first lockable door of the Buyer's warehouse or premises. The Buyer is obliged to ensure accessibility and passage for the Seller to such warehouse or door of the premises.

IX.7 Together with the delivery of the Goods, the Seller undertakes to provide the Buyer with the necessary tax documents or a delivery note indicating the assortment of the Goods delivered, including quantity and price, so that the delivery can be properly inspected and accepted. The Buyer is obliged to confirm acceptance of the Goods on the documents presented by the Seller.

IX.8 The Buyer undertakes to return to the Seller returnable deposited packaging, and the Seller undertakes to repurchase such packaging. The Buyer may return returnable packaging upon delivery of the next supply to the establishment or during the opening hours of the Seller's wholesale centre from which the Goods were delivered.

IX.9 The Seller is entitled to change the type of packaging purchased back or to terminate the purchase back of a specific packaging. The Seller is obliged to notify customers of this change one month before implementation. The Seller may discontinue the use of packaging that was previously returnable. In such a case, the Seller shall continue to repurchase such unused packaging for at least 3 months from the last introduction of the packaging into circulation. The Seller is also obliged to inform consumers about the change in the amount of money for purchased returnable packaging for at least 10 calendar days before the date of implementation of the change. Customers shall be informed of the change on the website www.gezginoutdoor.com .

X. Withdrawal from the Contract

X.1 If the Buyer is also a consumer under this contract, he has the right, in certain cases provided for by law, to withdraw from a contract concluded outside the Seller's usual business premises, within 14 days. In the event of exercising such a right, the Buyer shall bear the costs associated with returning the Goods.

X.2 With the exception of cases where the Goods are defective or non-conforming to the contract, purchased Goods cannot be returned. In particular, Goods for which the cold chain may have been interrupted, or hygienic packaging has been opened, may not be returned. Furthermore, Goods that are perishable, or for which more than one third of the minimum durability period has already expired, cannot be returned.

X.3 Any exchange or return of Goods must be approved in advance by the Seller. The Buyer shall return the claimed Goods at his own expense to the Seller's wholesale centre from which the Goods were delivered, after prior written notice to the contact e-mail. Upon acceptance of the Goods, the Seller shall issue a confirmation of acceptance and, in the case of an acknowledged complaint, shall issue a credit note.

X.4 Goods without defects cannot be returned, and no reverse acceptance is possible.

X.5 This Article shall be without prejudice to any rights and obligations arising from applicable legal regulations that are not otherwise regulated in these Terms and Conditions.

XI. Liability for Defects in Goods and Complaints

XI.1 The Buyer is obliged, after delivery of the Goods, to properly inspect and check their properties, both with regard to their quality and quantity. By confirming the tax document or delivery note, the Buyer confirms that he has checked and accepted the Goods as to their quantity and quality.

XI.2 The Buyer is obliged, upon acceptance of the Goods, to check whether they have any apparent defects. If defects are discovered, the Buyer is obliged to assert all claims arising from the defects immediately upon acceptance and not to take over the Goods from the driver. The driver shall deduct the defective Goods on the tax document or delivery note. In the case of cash payment, the total cash collection shall be adjusted in relation to the quantity and price of the defective Goods. Apparent defects shall be deemed to include:

1. delivery of Goods where the cold chain was evidently broken during transport;
2. quantitative differences compared to the tax document or delivery note;
3. delivery of Goods other than those ordered, unless it is an acceptable alternative under these Conditions;

4. mechanical damage to the Goods or their packaging during transport;
5. Goods delivered beyond their shelf life.

XI.3 Other defects may be claimed by the Buyer without undue delay after their discovery, within the warranty period of the Goods. The warranty period of the Goods shall be understood as the minimum durability period of the Goods indicated by the manufacturer on the Goods or their packaging. If a date is indicated on the delivered Goods by which the Goods must be used, or the minimum durability date, the warranty period shall end upon the expiry of this date.

XI.4 Notification of defects other than apparent ones shall be made by the Buyer by sending a complaint form to the contact e-mail of the Seller's branch from which the Goods were delivered to the Buyer, no later than within 7 days from the discovery of the defect. When making a complaint, the Buyer is obliged to state the Company ID (IČO) and the establishment to which the Goods were delivered, the date of delivery, order number, sales document number, type and quantity of the claimed Goods, reason for the complaint, and the account number to which the Buyer requests payment of an acknowledged complaint.

XI.5 Defects in foodstuffs subject to rapid spoilage must be claimed no later than the following day after delivery, otherwise the Buyer shall not be entitled to assert defects in the Goods against the Seller.

XI.6 The Buyer is obliged to properly store the claimed Goods, in particular to comply with the storage conditions indicated on the product, and the Buyer is obliged to objectively prove this fact.

XI.7 A complaint protocol shall be drawn up on the conducted complaint procedure, indicating the manner of handling the complaint.

XI.8 The Buyer is obliged to hand over the Goods for complaint in a clean, complete and suitable packaging so that no further damage to the Goods occurs. The Buyer is responsible for damage to the Goods during transport to the Seller caused by unsuitable packaging.

XI.9 The Seller shall not be liable for defects in the Goods:

1. if the defect was caused by the Buyer himself by using the Goods contrary to the instructions for their use or storage or to generally known rules for their use or storage, or in another way,
2. if the Buyer knew or could have known of the defect at the time of acceptance of the Goods,
3. if the Buyer's complaint is contrary to the nature of the Goods, especially in the case of perishable Goods,
4. for which a discount on the price of the Goods was granted,
5. that arose during the warranty period as a result of wear and tear from normal use or from improper or excessive use, or after the expiry of the product's service life,
6. caused by interference with the Goods or their parts by an unauthorized person.

XI.10 The Seller shall handle the complaint within 30 days from the date on which the Buyer asserted the complaint.

XI.11 If the defect in the Goods represents a non-substantial breach of contract, the Seller shall, when handling the Buyer's complaint, have the right to choose between remedying the defect and providing a reasonable discount on the purchase price.

XI.12 If the defect in the Goods represents a substantial breach of contract, the Seller shall be entitled to handle the Buyer's complaint, at his choice, in one of the following ways:

1. remedying the defect by delivering new Goods without defects or delivering missing Goods,
2. remedying the defect by repairing the Goods,
3. providing a reasonable discount on the price of the Goods, or
4. withdrawal from the contract and refunding the purchase price of the Goods to the Buyer upon return of the Goods by the Buyer.

XII. Availability of Ordering Systems

XII.1 The Seller shall not be liable for technical problems associated with the availability and functionality of any of the company's ordering systems and for any damage incurred in this connection.

XII.2 The Seller shall not be liable for errors, omissions, or technical difficulties arising as a result of interventions by third parties into the e-order website or as a result of use of the e-order website contrary to its purpose.

XIII. Specific Adjustment of Certain Instruments

XIII.1 When concluding a contractual relationship between the Seller and the Buyer, the contracting parties are entitled to agree on the incorporation of specific instruments into the contract, namely:

1. credit – setting a maximum possible balance with the Seller. The Seller shall not be obliged to conclude further purchase contracts or deliver ordered Goods to the Buyer if the total outstanding amount (including not yet due amounts) reaches or exceeds the agreed credit limit,
2. guarantee obligation and other securing instruments.

XIII.2 These instruments shall always be dealt with between the contracting parties within the framework of separate written agreements.

XIII. Specific Adjustment of Certain Instruments

XIII.1 If the Seller issues to the Buyer any customer or discount cards, vouchers, coupons, or other instruments enabling discounts or other benefits, these are always the property of the Seller, unless expressly stated otherwise.

XIII.2 The Seller is entitled to unilaterally change, limit, or cancel the validity of such instruments at any time, even without prior notice to the Buyer.

XIII.3 The Buyer is obliged to use such instruments exclusively in accordance with the conditions set by the Seller.

XIV. Personal Data Protection and Consent to Processing

XIV.1 The Seller processes the Buyer's personal data in accordance with the valid and effective legislation of the Czech Republic, in particular Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data

Protection Regulation, hereinafter also referred to as “GDPR”), and handles the obtained personal data as confidential.

XIV.2 The Buyer is informed that tax documents and delivery notes issued by the Seller for the supply of goods to the Buyer, and the personal data contained therein, may be transferred for processing to a third party for the purpose of further use within the IT solution provided by such third party to the Seller and/or the Buyer.

XIV.3 The Buyer declares that if he provides the Seller with personal data of other persons (e.g. their contact details) for the purpose of their inclusion on tax documents or delivery notes (including for the purpose of their transfer by the Seller to third parties in accordance with these Terms and Conditions), the Buyer has secured all necessary consents of such persons in accordance with the Personal Data Protection Act, if such consents are required by that Act.

XIV.4 The Buyer is informed that in the event of using the customer telephone hotline services, his calls may be recorded for the purpose of evaluating and improving the quality of services provided.

XIV.5 Further and more detailed information on the processing of commercial data is dealt with in a separate document published on the company’s website at www.gezginoutdoor.com/information-on-processing-of-personal-data

XV. Final Provisions

XV.1 These Terms and Conditions and all concluded purchase contracts shall be governed by the legal order of the Czech Republic.

XV.2 The Seller is entitled to amend these Terms and Conditions at any time. The new Terms and Conditions shall be effective as of the date of their publication on the company’s website. By placing an order, the Buyer always expresses consent to the current version of the Terms and Conditions.

XV.3 In the case of a complaint or a possible adjustment of the delivery date or method of delivery, communication by e-mail shall be sufficient instead of written communication, provided that the authorized person of the other party confirms receipt of the message from his/her usual e-mail address.

XV.4 The Seller reserves the right to remove a Buyer from the e-order system if the Buyer has not ordered any goods for the last four consecutive months. Renewed access to the e-order system may be obtained according to the instructions in the Registration section.

XV.5 If the Buyer is a consumer, he has the right, in the event of a dispute arising from a purchase contract, to out-of-court resolution of such consumer dispute. The Czech Trade Inspection Authority (www.coi.cz) is the subject of out-of-court resolution of consumer disputes in these cases. He may also use the online dispute resolution platform established by the European Commission at ec.europa.eu/consumers/odr. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: www.evropskyspotřebitel.cz, is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

XV.6 The Seller is entitled to cancel the Buyer’s registration in the event that:

- the Buyer terminates or suspends his business activity for any reason – at the same time, the Buyer is obliged to inform the Seller of this fact without undue delay,
- the Buyer is in arrears with his payment for more than 30 days after the due date,
- insolvency proceedings are commenced against the Buyer, or an insolvency petition is filed, even if filed by the Buyer himself,
- enforcement proceedings are initiated against the Buyer,
- the Buyer is insolvent or is threatened with insolvency,
- the Buyer has not concluded any purchase contract with the Seller for more than 4 months,
- the Buyer otherwise breaches his obligations set out in these Terms and Conditions or in the contract.

XV.7 In the event that the relationship established by the purchase contract contains an international element, such relationship shall be governed by Czech law. This shall be without prejudice to consumer rights arising from generally binding legal regulations.

XV.8 In the event of a conflict between provisions governing the rights and obligations arising from purchase contracts concluded between the Seller and the Buyer at the time of Buyer registration and the purchase of goods, the following order of precedence of documents and rights and obligations arising therefrom shall apply, whereby the document takes precedence:

1. written confirmation of the order by the Seller, which contains a specific arrangement of rights and obligations different from this contract,
2. framework agreement on the supply of goods,
3. Buyer card,
4. these Terms and Conditions.

These Terms and Conditions shall take effect on **1 January 2025**.