

# General Terms and Conditions - GTC Aurrie s.r.o.

This set of terms and conditions applies to all activities related to the purchase, sale, storage, and transport of precious metals offered by Aurrie s.r.o.

## PART 1 - GENERAL TERMS AND CONDITIONS

### I. INTRODUCTORY PROVISIONS

These General Terms and Conditions of Business (hereinafter referred to as "GTC") specify the rights and obligations of the Seller, which is the company Aurrie s.r.o., ID No.: O8435456, VAT No.: CZ 08435456, with its registered office at Floriana Nováka 5267/3, 796 01 Prostějov, registered in the Commercial Register under file No: web@yourgold.cz, web: <https://yourgold.cz> and the Buyer, who may be a natural or legal person, namely an entrepreneur or a consumer.

If the contracting party is an entrepreneur (who purchases goods for the purpose of resale, i.e., during business), the relationships that are not regulated by these GTC are governed by the Civil Code (Act No. 89/2012 Coll.) as amended.

If the contracting party is a consumer (who purchases goods for a purpose other than business), relations not regulated by these GTC are governed by the Civil Code (Act No. 89/2012 Coll.) as amended and the Consumer Protection Act (Act No. 634/1992 Coll.) as amended.

These GTC are drawn up in accordance with the provisions of Section 1751 (1) of the Civil Code.

The binding text of the contract is drawn up in the Czech language and may have identical multilingual versions (in such a case, however, the Czech version of the contract shall prevail).

### II. DEFINITIONS OF BASIC TERMS

"Consumer contract" means a contract of sale, a contract for work or any other contract where the contracting parties are, on the one hand, the consumer and, on the other hand, the supplier or seller.

"Seller" means a person who, in entering and performing a contract, is acting during his trade or other business. It is an entrepreneur who, through himself or other entrepreneurs, sells goods to buyers or provides services. The Seller is the company Aurrie s.r.o., ID No.: O8435456, VAT No.: CZ 08435456, with its registered office at Floriana Nováka 5267/3, 796 01 Prostějov, registered in the Commercial Register under file No. C 113691 kept at the Regional Court in Brno.

"Buyer" means a natural or legal person who may be a business or a consumer:

a) A Consumer Buyer is a person who is not acting during his trade or other business when concluding and performing a contract. It is a natural or legal person who purchases goods or uses services for a purpose

other than the business of dealing with those goods or services. The contractual relationship between the Seller and the Consumer Buyer is governed by these terms and conditions, the Civil Code, and the Consumer Protection Act.

b) A Business Buyer is a person who, in entering and performing a contract, is acting during his trade or other business. The contractual relationship between the Seller and the Buying Entrepreneur is governed by these Terms and Conditions and the Civil Code.

"E-Commerce" means the electronic commerce operated by the Seller, which is represented by a set of web pages and e-commerce applications on yourgold.cz.

"Means of distance communication" make it possible to conclude a contract without the simultaneous physical presence of the contracting parties. These include, for example, unaddressed print, addressed print, type letter, print advertising with order form, catalogue, telephone with (human) operator, telephone without (human) operator (automatic caller ID, audiotext), radio, videotext (telephone with screen), videotext (microcomputer and television screen), electronic mail, fax machine, television (television shopping, teleshopping) or public communication network (Internet).

"Purchase contract" is a bilateral legal act by which the Seller undertakes to deliver to the Buyer a movable thing (goods) specified individually or in quantity and kind and to transfer to him the ownership right to this thing and the Buyer undertakes to pay the Seller the purchase price.

"E-SHOP Purchase" means a type of purchase where the Buyer enters into a Purchase Agreement with the Seller for one or more Products, or for one or more Investment Products of Investment Products, where payment of the Purchase Price is made solely by a single payment.

A "SAVE Purchase Agreement" is a type of purchase where the Buyer enters into a Purchase Agreement with the Seller for one or more Investment Products with the possibility of successive purchases by instalments.

"Exceptional Payment" means a payment that is associated with the cost of enabling the purchase of one or more Investment Products by way of instalments.

### III. CONCLUSION OF THE PURCHASE CONTRACT

#### III.1 Different ways of concluding the Purchase Agreement

The Purchase contract can be negotiated in the following ways:

a) via the E-Commerce.

The Buyer has the possibility to order goods offered by the Seller in the E-Commerce only through his user account (hereinafter referred to as "user account") on the web interface of the E-Commerce operated by the Seller.

When creating and managing a user account, the Buyer is obliged to provide accurate and truthful information. The Buyer is obliged to update any changes to the information. The information provided by the Buyer in the user account and when ordering goods shall be deemed correct and true by the

Seller. Access to the user account is protected by a username, password and a one-time code sent to the Buyer's email by the Seller. The Buyer shall keep confidential the information required to access his/her user account and understands that the Seller shall not be liable for any breach of this obligation by the Buyer. The Buyer shall not have the right to allow third parties to use the user account. The Seller shall have the right to cancel any user account, if the Buyer fails to comply with its obligations under the Purchase Agreement (including the Terms and Conditions). The Seller is obliged to inform the Buyer of the cancellation of the user account electronically to the e-mail address specified in the respective cancelled user account. The Buyer acknowledges that the User Account may not be available continuously, due to necessary maintenance of the Seller's hardware and software equipment or necessary maintenance of third-party hardware and software equipment.

In the case of Electronic Commerce, the Purchase Contract is concluded now of delivery of the acceptance of the order by the Seller to the Buyer, i.e., now of delivery of the acceptance of the proposal for the conclusion of the Purchase Contract by the Buyer. Conclusion of the Purchase Contract without negotiation of all their formalities stipulated by the Civil Code and compulsorily filled in by the Buyer in the order is excluded according to the provisions of § 1726 of the Civil Code. This provision is not valid for the purchase by SAVE Purchase Contract, where the conclusion of the Purchase Contract occurs by crediting the first payment to the Seller's account by the Buyer.

Upon receipt of the order by the Buyer, the Seller shall confirm delivery of the order by means of an automatically generated e-mail message sent to the Buyer's address specified in the user account or in the order containing either.

- a) acceptance of the order, which will lead to the conclusion of the Purchase Contract or
- b) rejection of an order for any reason or without giving any reason when the Purchase Contract is not concluded.

b) by letter, e-mail, or telephone

The Buyer has the right to order goods from the Seller also by letter addressed to the Seller, by e-mail or by telephone.

The Seller shall have the right, upon receipt of an order from the Buyer, to reject such order for any reason or no reason, in the same manner as the order was received, in which case the Purchase Contract shall not be concluded.

The Purchase contract concluded by letter, e-mail or telephone is agreed at the time of acceptance of the order by the Seller.

### III.2. Common provisions for the different ways of concluding the Purchase Contract

The Buyer acknowledges that for goods offered by the Seller that have not yet been issued or are not available, the price is indicative only and is subject to change. No binding order can be placed for goods in the E-Commerce that are marked as such.

All offers for the conclusion of the Purchase Contract made by the Buyer are binding and irrevocable. The Buyer may only cancel the offer if the cancellation notice reaches the other party before or at the same time as the offer is delivered.

The Buyer is obliged to submit offers for the conclusion of the Purchase Contract so as not to act carelessly, without serious intent or without the necessary deliberation and caution. Otherwise, he agrees that his actions may cause damage to the Seller.

If the Buyer or Seller terminates the SAVE Purchase Agreement, the financial settlement on the last effective date of termination for Investment Products where part of the Purchase Price is paid but the total Purchase Price is not paid will be in the form of Investment Products of a lower weight. The portion of the Purchase Price paid that cannot be settled by the lowest possible Investment Product weight will be settled by way of financial settlement.

The Buyer acknowledges that the Seller has the right, at its discretion, depending on the nature of the order or reservation (order method, quantity of goods, purchase price, Buyer's person, estimated shipping costs, etc.), to request additional confirmation of the order or reservation from the Buyer by phone or email. If the Buyer fails to do so or fails to do so in a sufficiently credible manner, the Seller shall have the right to reject such order or reservation. The Seller shall also have the right to reject an order or reservation at its discretion if it appears to be unreliable, has been submitted by a person other than the Buyer or raises doubts as to its authenticity and intention to properly perform any Purchase Agreement.

The Buyer acknowledges that the Seller shall have the right, at its discretion, to require the Buyer to pay a deposit on the purchase price (hereinafter referred to as the "Deposit") as part of the execution of the order. The Seller shall decide the amount of the Deposit and the method of payment thereof adequately and depending on the specific circumstances and shall duly inform the Buyer thereof. The Deposit shall be due within 7 days of the provision of information on its amount and method of payment. The conclusion of the Purchase Contract shall only take place after due and timely payment of the Deposit. If the Buyer fails to pay the Deposit in due and timely manner, the order shall be terminated unless the parties agree otherwise. If the Buyer cancels the Purchase Contract after its conclusion and payment of the Deposit for any reason other than the procedure under Section 1829(1) of the Civil Code, the Seller shall have the right to demand a contractual penalty in the amount corresponding to the Deposit paid and to unilaterally set it off against the Buyer's claim for the return of the Deposit. If the Seller does not cancel the Purchase Contract according to the previous sentence and the Deposit has been paid at the same time, the Seller is obliged to set off the amount of the Deposit against its claim for payment of the purchase price for the ordered goods and reduce the purchase price by the amount of the Deposit paid.

The Buyer confirms that he/she has read these General Terms and Conditions (GTC), which also include the Complaints Procedure, and that he/she agrees to them unconditionally. These GTC are an integral part of the concluded Purchase Contract and are freely accessible on the E-Commerce website [www.yourgold.cz](http://www.yourgold.cz) in all versions, allowing their archiving and reproduction.

By concluding the Purchase Contract between the Buyer and the Seller, the parties are bound by this Contract and their mutual rights and obligations arising from the Purchase Contract arise.

In accordance with Section 1740(3) of the Civil Code, the Seller excludes acceptance of an offer with an amendment or deviation.

n The Seller has the right to set a maximum quantity of any offered goods that can be ordered and delivered by the Buyer, while this limit is binding for the Buyer and the Buyer has no right to exceed or bypass this limit. The Buyer shall not have the right to circumvent this limit in any way, even legally, otherwise it exposes itself to the possibility of the Seller to refuse such order or to withdraw from the respective Purchase Contract. The Buyer and the Seller may agree that this limit shall not be applied in the agreed cases.

The Buyer understands that all presentation of goods on the web interface of the Seller's Electronic Shop is informative, and the Seller is not obliged to conclude a Purchase Contract regarding these goods. The provisions of Section 1732(2) of the Civil Code shall not apply by agreement between the Buyer and the Seller.

## IV. PAYMENT TERMS

### IV.1 GENERAL PAYMENT TERMS

The prices of the goods quoted by the Seller are inclusive of VAT and are valid now when the Buyer orders the goods. The Seller has the right to adjust or change the prices of the goods at any time, but this does not apply to goods already ordered by the Buyer. This section of the GTC does not apply to reservations for goods offered by the Seller that have not yet been issued pursuant to Article III.2 of these GTC.

The purchase price is deemed to be paid on the day when the full purchase price arrives in the Seller's account. If the goods are to be delivered outside the EU under the Purchase Contract, payment of the purchase price can only be made by a non-cash payment order before delivery of the goods and the Seller has the right to increase the purchase price by the statutory customs duty.

The purchase price can be paid in one of the following ways: Cash on delivery: The Buyer shall pay the purchase price in cash when the goods are handed over by the carrier (including the tax document) and the goods are received. The Seller shall have the right to charge a fee for payment of the purchase price by cash on delivery in the amount specified, which the Buyer agrees to by sending his order.

Non-cash payment order: the Buyer shall pay the purchase price non-cash based on the order confirmation issued by the Seller or the call for payment by the Seller. The goods will be delivered by the Seller after payment of the purchase price to the address specified by the Buyer in the order or according to the chosen method of delivery. In this case, the purchase price is payable within 24 hours of the delivery of the advance invoice or call for payment to the Buyer. The Buyer is obliged to make payment with a note to the recipient designated by the Seller.

### IV.2 TERMS OF PAYMENT FOR INVESTMENT PRODUCTS - E-SHOP Purchases

The following specific payment terms apply to the sale of products and investment products via the E-SHOP in the Buyer's User Account, which are products of an investment nature and/or products for which

the Seller notifies the Buyer that their price depends on the price of the relevant precious metal on the investment market and on the exchange rate.

The purchase price is determined by fixation according to the following rules.

Depending on the payment method, the purchase price is fixed as follows:

by bank transfer or cash deposit to the Seller's account - when paying by bank transfer or cash deposit to the Seller's account, it is necessary to pay 100% of the price set by the confirmed order. After the payment of this amount to the Seller's account, the price will be fixed, and the Buyer will be informed about the possible overpayment or underpayment. The Buyer has the right to approve or disapprove the underpayment. The Buyer is obliged to inform the Seller of the disapproval of the underpayment immediately after receiving the information about the underpayment by e-mail: web@yourgold.cz. The Buyer is obliged to pay the arrears within 24 hours of receipt of the information about the arrears. If the Buyer does not approve the arrears or fails to do so within the specified period, one of the following methods may be followed: If the Buyer communicates properly with the Seller, i.e., expresses his/her opinion within 24 hours from the information about the arrears, a new price fixing will take place on the next working day and the procedure described above will be followed accordingly.

The Buyer has the right to withdraw from the Purchase Contract and cancel the order.

#### **IV.3 PAYMENT TERMS FOR INVESTMENT PRODUCTS - SAVE Purchase Agreement**

The following specific payment terms apply to the sale of investment products, through the SALES CONTRACT, which are products of an investment nature and/or products for which the Seller notifies the Buyer that their price depends on the price of the relevant precious metal on the investment market and on the exchange rate.

n The purchase price is determined by fixation according to the following rules.

Depending on the payment method, the purchase price is fixed as follows:

By bank transfer or cash deposit to the Seller's account - when paying by bank transfer or cash deposit to the Seller's account, the Buyer pays the purchase price for the goods in the Purchase Contract SAVE, in instalments. Instalment means payment less than the actual purchase price of the goods ordered in the SAVE Purchase Contract on the date of credit of payment from the Buyer to the Seller's account. Fixation of the Purchase Price shall take place on the date the Instalment is credited by the Buyer to the Seller's account according to the current price list specified in the Buyer's User Account. The Buyer will be informed of the current price and the quantity of the purchased goods stated in grams.

An Extraordinary Payment is a payment that is made from the Buyer's first payments on a SAVE Purchase Agreement. The Exceptional Payment is determined by the percentage rate set out in the Fee Schedule x the number of Investment Products listed in the Buyer's SAVE Purchase Agreement. For the 100:0 contract type, the Exceptional Payment is paid out of the Buyer's first instalments. For a 50:50 contract type, 50% of the Buyer's first instalments are applied to the Extraordinary Payment and 50% of the first instalments paid

by the Buyer are applied to the purchase of the Investment Products listed in the Buyer's SAVE Purchase Agreement.

## V. DELIVERY OF GOODS

### V.1 Different delivery methods

The Seller is obliged to deliver the purchased goods to the Buyer by courier service or Czech Post.

The buyer is obliged to take delivery of the ordered goods under this contract. If the Buyer fails to collect the ordered goods within the given time, the Buyer shall be in breach of the Purchase Contract. Therefore, it cannot be wrongly assumed that the contract is automatically terminated by the non-acceptance of the goods. If the shipment is not received, the Seller has the right to claim from the Buyer compensation for the costs of transporting the goods incurred in sending the order (postage). If the delivered goods do not meet the Buyer's expectations, the Buyer has the option to return the goods within 14 days of receipt of the goods by way of redemption. In this case, it is necessary to send the undamaged goods back to Aurrie s.r.o. together with the completed "Withdrawal from the Purchase Contract" form, which can be found [HERE](#).

For more information on transport options, please see the [Fee Schedule](#) section.

### V.2 Common provisions for different delivery methods

The marked goods are sent by the Seller for delivery usually within 10 working days from the conclusion of the Purchase Contract and the credit of the purchase price payment to the Seller's account. However, the Seller reserves the right to extend this period up to 21 working days in justified cases for technical or operational reasons, of which it undertakes to inform the Buyer.

If required by the nature of the goods, if such obligation is determined by a binding legal standard or if it has been agreed between the Buyer and the Seller in the Purchase Contract, the Seller is obliged to deliver to the Buyer together with the goods such documentation and documents that are necessary for the proper acceptance and use of the goods.

If the Seller delivers to the Buyer a larger quantity of goods than agreed, the Purchase Contract is concluded for the excess quantity of goods, unless the Buyer accepts the goods without undue delay, no later than 5 days after delivery of the goods, or the Seller notifies the Buyer of this fact and invites him to return the excess goods. In the above cases, the Buyer is obliged to return the surplus goods to the Seller's registered office without undue delay and at the Seller's expense.

If technically feasible, the Seller may, at the Buyer's request and at the Buyer's expense, divide the ordered goods into several separate shipments. In the event of splitting the ordered goods into several shipments for reasons on the Seller's side, in particular stock shortages, the Buyer shall bear the costs of transportation only once and the Seller shall bear the remaining costs of transportation.

If for reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the Seller the associated costs.

## VI. WITHDRAWAL FROM THE PURCHASE CONTRACT

Withdrawal differs for Consumer Buyers, Business Buyers and sellers. The Seller reserves the right to withdraw from the Purchase Contract in the following situations:

- a) if the creation or confirmation of an order is due to an apparent system failure, software error or human error,
- b) if the order was created to an apparently dubious or non-existent delivery address,
- c) if the order was made by a person other than the owner of the user account or was made from the account of another buyer to exceed the maximum limit of the goods to be ordered,
- d) if the order was made with obvious speculative intent without serious intention of the Buyer to take the goods, which is evidenced by repeated withdrawal of the Buyer without a relevant reason,
- e) if the order is made by a Buyer who has not fulfilled his obligations to the Seller in the past,
- f) if the ordered goods are sold out and cannot be replaced by goods of equivalent quality and price,
- g) if the goods are to be delivered first by a third party to the Seller but that person is unable to deliver the goods to the Seller,
- h) if the goods are no longer produced or delivered, there has been a significant change in the price of the goods supplied by the Seller's supplier, the goods are unavailable for a long time, or the price was incorrectly stated in the online store due to a mistake or administrative error.
- i) if any of the above situations under a) to f) occur, the Seller shall immediately contact the Buyer to agree on the next course of action. If the Buyer has already paid the purchase price or part of it and the contract is not concluded, the amount paid will be refunded.

The consumer purchaser has the right to withdraw from a contract concluded by means of distance communication (including online trade) without giving any reason and without penalty pursuant to Section 1829(1) of the Civil Code, except in the cases referred to in Section 1837 of the Civil Code. The Seller points out that, pursuant to Section 1837(b) of the Civil Code, the Consumer Buyer does not have the right to withdraw from the Contract if there has been a change in the price of the raw material on the NYMEX/COMEX commodity exchange in New York, USA, between the delivery of the order to the Buyer and the delivery of the goods. A material change is defined as a change of +/- 1% in the price of the raw material. The Seller also points out that, pursuant to Section 1837(d) of the Civil Code, the Consumer Buyer does not have the right to withdraw from the contract if the goods have been modified according to the Buyer's wishes or for the Buyer's benefit.

The Consumer Buyer must withdraw from the contract in writing via the email address provided in the Buyer's user account.

Withdrawal from the contract must be made within 14 days from the day following the date of receipt of the goods by the Buyer by the consumer or a third party designated by him (except the carrier). Taking over of the goods means the moment when the goods are available to the Buyer, i.e., the day of depositing the goods at the post office, if the Buyer was not reached as the addressee, the day following the day when the Buyer received information about the possibility of picking up the goods at the Seller's shop, if this method of delivery was agreed. To determine the moment of receipt of the goods, the moment when the Buyer subsequently collects the stored goods at the post office is not decisive. To meet the withdrawal deadline, it is sufficient to send the withdrawal before the expiry of the relevant deadline by post to the Seller's address.

If the consumer withdraws from the contract, the Buyer must return the goods received to the Seller at the Seller's registered office without undue delay, no later than 14 days after the withdrawal. The goods should preferably be in their original packaging, including the packaging. All costs associated with the return of the goods in the event of withdrawal shall be borne by the Buyer Consumer.

In the event of withdrawal from the contract by the consumer, the Seller shall return to the Buyer all monies, including delivery costs, received under the contract in the same manner. The funds may be returned in another way only with the consent of the Consumer Buyer and on condition that no further costs are incurred. If the Buying Consumer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller shall refund the cost of delivery only in the amount corresponding to the cheapest method of deliver

The consumer purchaser is liable for the diminution in value of the goods if they have been handled differently than was necessary to familiarise him with their features and functions. Withdrawal from the Purchase Contract pursuant to Section 1829(1) of the Civil Code cannot be understood as a free loan of goods. If the Buying Consumer withdraws from the contract within 14 days of receipt of the performance, he must return to the Seller everything he has received under the contract. If this is no longer possible (e.g., the goods have been destroyed or consumed in the meantime), he must provide the Seller with monetary compensation in return for what can no longer be returned. In the case of damaged goods, the Seller may exercise the right to compensation and set this claim off against the Buyer's claim for reimbursement of the purchase price.

If the Buyer has entered into the contract negligently, without serious intent or without the necessary deliberation and care, and the withdrawal from the contract has caused damage to the Seller (e.g., the goods were ordered from a third party), the Seller may exercise the right to compensation for damages and set off this claim against the Buyer's claim for a refund of the purchase price. In this case, the Seller shall only refund the Purchase Price to the Buyer less the amount corresponding to the compensation for damages.

The Seller may offset his actual costs of returning the goods against the purchase price to be refunded to both the consumer and the Business Buyer.

## VII. TRANSFER OF RISK OF DAMAGE TO GOODS AND RETENTION OF TITLE

The risk of damage to the goods shall be transferred to the Buyer Consumer now when the goods are received from the carrier. The risk of damage for the Buyer-entrepreneur is transferred now of receipt of the goods from the Seller or now of handing over the goods to the carrier selected for delivery of the goods to the Buyer at the place specified in the Buyer's order. The Seller shall fulfil its obligation to hand over the goods to the Buyer by handing them over to the carrier selected to deliver the goods to the Buyer and allowing the Buyer to exercise its rights under the contract of carriage against the carrier. Ownership of the goods remains with the Seller until the Buyer has paid the purchase price in full.

## PART 2. - COMPLAINTS POLICY

---

## I. INTRODUCTORY PROVISIONS

These Complaint Terms apply to the purchase of any goods under the Purchase Contract. The Complaints Conditions specify the rights and obligations of the Seller and the Buyer, who may be a natural or legal person, namely a business or a consumer, as defined in Part 1 of these GTC. The warranty under these Claims Conditions applies to goods purchased under the Purchase Contract and claimed within the warranty period.

## II. CONFLICT WITH THE PURCHASE CONTRACT

### a) Consumer Buyer

The rights of the Consumer Buyer are governed primarily by the provisions of the Civil Code. If the Buying Consumer discovers damage to the delivered goods (i.e. any defect in the goods), any difference between the delivery note, tax document (invoice) and the goods actually delivered, or any difference between the marking of the goods indicated on the delivery note or invoice and the goods actually delivered (in particular in the quality, measure, quantity or in the integrity of the goods), or has not received with the shipment a correctly completed delivery note or invoice, we recommend that you contact the Seller without undue delay after receipt of the goods in a demonstrable manner in order to eliminate such defects.

In the case of a Consumer Buyer, a contradiction with the Purchase Contract that has arisen within 6 months from the date of receipt of the goods shall be deemed to have already existed at the time of receipt of the goods, unless this is contradicted by the nature of the goods or unless proven otherwise. In the event that the goods are not in conformity with the contract of sale upon receipt by the Buying Consumer, the Buying Consumer shall have the right to have the Seller restore the goods to a condition corresponding to the contract of sale free of charge and without undue delay, either by replacing the goods or by repairing them, as requested by the Buying Consumer; if such procedure is not possible, the Buying Consumer may demand a reasonable discount on the price of the goods or withdraw from the contract.

If the Buying Consumer knew about the discrepancy with the Purchase Contract at the time of receipt of the goods and accepted the goods without reservation or if the discrepancy with the Purchase Contract was caused by the Buying Consumer, the Buying Consumer is not entitled to free of charge to bring the goods into conformity with the Purchase Contract.

### b) Buyer Entrepreneur

The purchaser is obliged to inspect the goods as soon as possible after the risk of damage to the goods has passed. If the Buyer fails to inspect the goods or arrange for them to be inspected at the time of the passing of the risk of damage to the goods, the Buyer may only claim for defects detectable during such inspection if he proves that the goods already had such defects at the time of the passing of the risk of damage to the goods.

The Seller is liable for the defect that the goods have at the time when the risk of damage to the goods passes to the Buyer, even if the defect becomes apparent after that time. The Seller is also liable for any

defect that arises after the time when the risk of damage to the goods passes if it is caused by a breach of his obligations.

If the Buyer-entrepreneur discovers damage to the goods, any difference between the delivery note, tax document or invoice and the goods delivered (especially in quantity, quality, and design), he is obliged to notify the Seller without undue delay.

### III. QUALITY GUARANTEE AND LIABILITY FOR DEFECTS IN THE PURCHASED GOODS (WARRANTY)

The warranty period begins on the day the Buyer takes delivery of the goods. Unless a different length of warranty period for a specific item of goods is indicated on the invoice, delivery note or in the E-Commerce, the Seller provides a warranty for the goods lasting 24 months from its receipt by the Buyer. The period between the claim for liability for the defect and the moment when the Buyer was obliged to accept the repaired goods is not included in the warranty period. In the case of replacement goods, the new warranty period begins on the date of receipt of the replacement goods.

The Seller is obliged to provide the Buyer with a warranty certificate in written form at the latest upon receipt of the goods, which will include:

information that the Buyer is entitled to a free repair against the Seller and this right is not affected by the quality guarantee, the designation of the object covered by the guarantee, the scope of the guarantee, the name and address of the Seller's registered office. the manner of exercising the rights under the guarantee, or the terms of the guarantee

### IV. SITUATIONS WHERE THE GUARANTEE CANNOT BE INVOKED

The warranty does not apply and cannot be invoked in the following situations:

- after the warranty period has expired.
- wear and tear of the goods due to normal use.
- mechanical damage, damage caused by improper installation, mishandling or lack of care.
- for goods with a reduced price, the warranty does not cover defects for which the price has been reduced.
- in the case of used goods, the Seller shall not be liable for defects corresponding to the level of use or wear and tear that the goods had when taken over by the Buyer.
- The Seller shall not be liable for defects in the goods of which the Buyer knew or should have known at the conclusion of the contract, considering the circumstances under which the contract was concluded, unless the defects relate to the characteristics of the goods that the goods should have had under the contract.

### V. COMPLAINT HANDLING AND PROCESSING PROCEDURE

a) Consumer as buyer

The Buyer Consumer sends the claimed goods at his own expense and risk to the address of the Seller's registered office.

The Seller proposes to send the goods for complaint together with the accessories and, if possible, in the original or replacement packaging. The Seller also recommends submitting a warranty card, delivery note or invoice with the goods to speed up the claim process. However, the Buyer is always obliged to prove that the goods were purchased from the seller. The Seller or his authorised employee will decide on the claim immediately, or in complicated cases within three working days. This time limit does not include the time required for a professional assessment of the defect, which is reasonable according to the type of product or service. When a claim is made, the employee shall draw up, together with the consumer and the Buyer, a Confirmation of Receipt of Claim, in which he/she shall specify the description of the claimed defect, the method and the deadline for resolving the claim.

The complaint must be settled, including the removal of the defect, within 30 calendar days at the latest, unless a longer period is agreed with the consumer. The 30-day period for processing the complaint starts on the day after the consumer purchaser submits the complaint. After the expiry of this period, the consumer has the same rights as if it were a defect that cannot be remedied.

After the claim has been processed, the Buyer will receive one copy of the Receipt of Claim, which will indicate how the claim was processed. The Buyer Consumer shall make further possible claims for the replaced goods because of this Confirmation.

If the Seller, when assessing the claimed defect, determines that the claim is not justified, the Seller shall notify the Buyer of this fact to the Consumer without undue delay, but no later than 30 days after the claim is made. If the Seller assesses the claim as unjustified, it shall state this fact in the Confirmation of Receipt of Claim.

In the event of a justified claim, the consumer is entitled to reimbursement of the necessary costs incurred in connection with the exercise of liability for defects. The individual claims of the consumer purchaser under liability for defects depend on whether the claimed defect can be remedied.

#### a) Remediable defects

If it is a removable defect, the Buyer is entitled to its free, timely and proper removal, while the Seller is obliged to remove the defect without undue delay. If it is not possible to remove the defect in the claimed goods due to its nature, the Buyer Consumer may demand replacement of the goods or replacement of its part if the defect concerns only this part. If such a procedure is not possible, the Buyer may ask for a reasonable discount on the price of the goods or withdraw from the contract. The Buyer shall also have the right to replace the goods or withdraw from the contract in the event of a recurrence of the defect after repair or in the event of a large number of defects that prevent the proper use of the goods. A greater number of defects means 3 legitimate and accepted claims of the same kind or 4 legitimate and accepted claims of different kinds.

#### b) Irremediable defects

In the case of an irremovable defect that prevents the proper use of the goods as faultless goods, the Buyer has the right to exchange the goods for new ones or may withdraw from the contract. If it is an irremediable defect which does not prevent the proper use of the goods and the Buyer consumer does not request their replacement, he has the right to a reasonable discount on the price of the goods or may withdraw from the contract.

b) Buying entrepreneur

The Buyer is obliged to notify the Seller of the defect in a demonstrable manner without undue delay after its discovery. The Buyer shall deliver the claimed goods at his own expense and risk to the Seller's registered office address. He is obliged to deliver the goods for complaint together with the accessories and, if possible, in the original or replacement packaging. The Seller recommends that the warranty card, delivery note, or invoice is also submitted to expedite the claim procedure, but the Buyer is always obliged to provide proof of purchase of the goods from the Seller.

The Claims Officer will assess the defect and decide on the validity of the claim and whether it is a material or immaterial breach of contract, if possible, immediately, otherwise within a reasonable time. The Seller's employee shall draw up a Claim Receipt Document with the Buyer Business about the claim, in which he/she shall specify the description of the defects, the method and the date of the claim settlement.

If the Seller, when assessing the claimed defect, finds that the claim is not justified, it shall inform the Buyer without undue delay, but no later than 30 days after the claim is made. If it considers the claim to be unfounded, it shall state this fact in the Claim Receipt.

The Buyer's claims for liability for defects are based on whether the delivery of defective goods has substantially or insubstantially breached the contract.

a) Material breach of contract

The contract is substantially breached if the goods have irremediable defects or many defects that prevent their proper use. In such a case, the Buyer-entrepreneur may:

- a) require the removal of defects by supplying replacement goods for the defective goods, supplying the missing goods, and removing legal defects,
- b) require the removal of defects by repairing the goods, if they are repairable,
- c) demand a reasonable discount on the purchase price; or
- d) withdraw from the contract.

The Buyer Business has the choice between these claims only if the Buyer Business makes the choice in the notification of defects when making a claim or within 2 days after the notification. The Buyer may not change the choice made without the consent of the Seller. If the Buyer does not make his choice of claims within the above-mentioned time limit, he shall have claims for defects in the goods as in the case of an insubstantial breach of contract.

b) Non-substantial breach of contract

If the breach of contract is insignificant, for example if the goods contain removable defects or multiple defects that do not prevent their proper use, the Buyer has the following options:

- a) require delivery of the missing goods and remedy any other defects in the goods; or
- b) request a reduction in the purchase price.

The Seller is obliged to remove other defects either by repairing the goods or by supplying replacement goods of his choice.

The reasonable time for the removal of defects in the goods is 30 calendar days. In justified cases, the reasonable time may be set otherwise by the Seller. Unless the Buying Business fails to notify the Seller of its disagreement without undue delay after notification of the period, it shall be deemed to have been agreed. If the Seller fails to remedy the defects within the period specified (or within the period specified as aforesaid), the Buyer Entrepreneur may demand a reduction in the purchase price or withdraw from the contract. The Buyer-entrepreneur may only withdraw from the contract if he informs the Seller of his intention at the time of setting the deadline for the removal of the defect or within a reasonable time before withdrawing from the contract. The Buyer-entrepreneur cannot change the choice made without the consent of the Seller.

The Buyer-entrepreneur cannot withdraw from the contract if he has not notified the Seller of the defects in time. Withdrawal from the contract does not occur if the Buyer Entrepreneur cannot return the goods in their original condition, except in cases where the impossibility of returning the goods in their original condition is not caused by the Buyer Entrepreneur's acts or omissions, or where the condition of the goods has changed because of a proper inspection to detect defects in the goods.

If the value of the returned goods has decreased (e.g., due to partial consumption or wear and tear of the goods), the Buyer is obliged to compensate the Seller for the difference up to the amount in which he benefited from the use of the goods. In such a case, the Seller is entitled to set off the value of the wear and tear or consumption of the goods against the Buyer Entrepreneur's claim for a refund of the purchase price. The purchase price shall then be paid to the Buyer Business in the amount less the value of the wear and tear or consumption of the goods.

Supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended, is exercised by the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), ID No.: 00020869, with its registered office at Prague 2, Štěpánská, 567/15, Postal Code 120 00, which is also competent for the out-of-court settlement of consumer disputes arising from a purchase contract.

## VI. CLAIMS FOR GOODS DAMAGED DURING TRANSPORT

If the Buyer receives a shipment with visibly damaged goods, he has the right to refuse to accept the shipment and to state the reason for the damage to the packaging. If the Buyer accepts the shipment or discovers the damage after the packaging has been removed, we recommend that the Buyer report the damage to the carrier and draw up a damage report as soon as possible, no later than 3 working days after

receipt of the goods. Based on this report and the result of the carrier's investigation, the Seller will decide whether the claim is justified. If the Buyer fails to report the defect of the goods damaged during transport in time, he loses all claims related to this defect that he could have made against the Seller.

## VII. CHARGING STORAGE CHARGES FOR UNCLAIMED GOODS

If the Buyer does not collect the resolved complaint within 30 days of its settlement, he will be charged a storage fee of CZK 20 for each day of non-collection of the goods after completion of the repair. If the Buyer does not collect the goods even after the amount of the storage fee exceeds the price of the goods claimed, the goods will be used to pay the storage fee.

## PART 3. – COMMON AND FINAL PROVISIONS

### I. INTRODUCTORY PROVISIONS

This section of the GTC applies to all preceding sections of the GTC unless otherwise stated.

### II. COMPLAINTS AND DISPUTE RESOLUTION

The Seller ensures the handling of consumer complaints via e-mail [web@yourgold.cz](mailto:web@yourgold.cz). The Seller sends information about the handling of the complaint to the Buyer's e-mail address. Complaints can also be resolved by telephone or in writing at the contact details listed in Article 1. point I. of these Terms and Conditions.

All provisions and legal relations arising from the Purchase Contract between the Seller and the Buyer shall be governed by the law of the Czech Republic, in particular the Civil Code as amended. In the event of a dispute, the Seller and the Buyer undertake to do everything possible to resolve the dispute amicably. The Seller undertakes to seek preferably an out-of-court settlement of disputes with the Buyer.

The Seller and the Buyer agree that disputes arising under or in connection with the concluded Purchase Contract, which is an annex to these Terms and Conditions, including the Complaints Procedure, shall be decided by the general courts. The Buyer entrepreneur acknowledges and agrees that according to the provisions of § 89a of Act No. 99/1963 Coll., Civil Procedure Code, as amended, the District Court in Ostrava is locally competent to resolve any disputes.

### III. BUSINESS ACTIVITIES OF THE SELLER AND THE SUPERVISING INSTITUTION

The seller offers goods for sale based on his trade licence. The relevant trade authority is responsible for controlling the seller's trade activities. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)) is responsible for monitoring compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended. The Assay Office controls compliance with Act No. 539/1992 Coll., on hallmarking and testing of precious metals.

## IV. FINAL PROVISIONS

The Seller is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code in relation to the Consumer Buyer. The Buyer assumes the risk of change of circumstances pursuant to Section 1765(2) of the Civil Code.

GTC are valid in the wording specified on the Seller's website on the day of sending the order by the Buyer. The Buyer agrees and accepts all provisions of the GTC and the Complaints Procedure in force on the date of dispatch of the order, including the price of the ordered goods, unless otherwise demonstrably agreed. These GTC and the Complaints Procedure are provided to the Buyer in a form that allows their archiving and reproduction.

The Seller and the Buyer shall not be liable for breach of their obligations under the Purchase Contract if they are prevented from performance by force majeure. Both undertake to minimise the damage caused by force majeure.

The delivery addresses for documents between the Seller and the Buyer are the Seller's registered office and the Buyer's address(es) specified in the order.

The current GTC are available at [www.yourgold.cz](http://www.yourgold.cz) and each Buyer is notified of the opportunity to familiarize themselves with them when making a purchase. The Seller has the right to amend or change the GTC and the Complaints Procedure in connection with changes in legislation or the market. Older versions of the GTC can be obtained on request from the Seller.

If any provision of the GTC or the Complaints Procedure conflicts with the law, the law shall apply. The ineffective provision shall not affect the validity of the other provisions. Invalid provisions shall be replaced by valid provisions that correspond as closely as possible to the meaning and purpose of the replaced provisions.

If the relationship between the Seller and the Buyer involves an international element, the parties agree that Czech law governs this relationship. If the relationship between the Buyer and the Seller, which is based on the Purchase Contract, has an international character, the parties agree that this relationship will be subject to Czech law. This agreement does not affect the consumer's rights under generally binding legislation.

These GTC are valid from 05.02.2024