

# ESCO General Terms and Conditions (GTC)

## Section 1 General provisions

1. All contracts for the sale of products offered by us, concluded by **ESCO CZ PRODUCTION s.r.o.**, ID No. 260 57 654, with registered office at Blatenská 267, 387 31 Radomyšl, Czech Republic, registered in the Commercial Register maintained by the Regional Court in České Budějovice under File No. C 11428 (hereinafter "**ESCO**") shall be governed by these General Terms and Conditions ("**GTC**"). ESCO's contact details are the above address of the company's registered office, telephone number: +420 383 411 211, e-mail address for export and foreign market info@escoflooring.com, email address for the Czech and Slovak market: infocz@escoflooring.com.

2. Unless ESCO expressly agrees or accepts otherwise in contractual documents, order confirmations or other documents, the following shall apply to all contractual relationships:

- the purchasing terms, the terms and conditions or other agreements referred to by the Contracting partner in the order or other documents do not apply to the legal relationship.

3. If confirmation letters contain deviating or conflicting provisions, technical specifications, prices, quantities or other information, only ESCO's confirmation letter shall apply in all cases.

4. These GTC form an integral part of all Contracts concluded between ESCO and the Customer (regardless of the form or manner of their conclusion) and by concluding the Contract, the Customer simultaneously confirms that he/she has read these GTC and acknowledges that these GTC are part of the contractual arrangement between him/her and ESCO. These GTC are also available for viewing on ESCO's website - [www.escoflooring.com](http://www.escoflooring.com) - download section.

5. The Contracting partner's terms and conditions shall only apply if ESCO expressly accepts them in writing.

## Section 2 Definition of terms

1. Unless otherwise agreed or implied in the Contract, the following terms used in the GTC and/or the Contract shall have the following meanings: "**Order**" means the Customer's request to ESCO for delivery of Goods.

"**Contract**" means any contractual arrangement between ESCO and the Contractor in any form (written, oral or otherwise) for the delivery of Goods already in existence or to be manufactured. Unless the Contract for delivery of goods to be manufactured indicates that the Customer transfers to ESCO a substantial part of what is required for the manufacture of the Goods, this Contract shall be deemed to be a purchase contract and ESCO expressly undertakes to transfer ownership of the Goods to the Customer on the basis of the said contract of sale.

"**Parties**" means ESCO and the Customer.

"**Contracting Partner**" or "**Customer**" means an entity that has entered into a contract with ESCO and is an entrepreneur or consumer within the meaning of the CC. An entrepreneur for

these purposes is a (legal or natural) person acting within the terms of his/her business activities. For the purposes of these GTC, an entrepreneur is also any person who enters into contracts in connection with his own business, manufacturing or other activities or the independent exercise of his profession, or a person who acts for or on behalf of an entrepreneur.

"**Goods**" means any tangible or intangible assets to be delivered by ESCO to the Customer under the Contract.

"**Framework Agreement**" means a contract or any arrangement on the basis of which the Parties have agreed that these GTC will apply to any future Contracts entered into between them.

"**Delivery deadline**" means the deadline by which ESCO is obliged to deliver the Goods to the Customer. The Parties agree that the Delivery deadline shall be specified in ESCO's Order Confirmation in accordance with Section 1748 of the Civil Code

"**CC**" means Act No. 89/2012 Coll., the Civil Code, as amended.

## Section 3 Conclusion of a Purchase contract

1. Offers must be confirmed and such offers are non-binding to the extent to which they are not expressly identified by ESCO as binding offers.

In case of conclusion of a Framework Agreement:

In the event that a Framework Agreement has been concluded between the Parties, a Contract is concluded at the time the Contracting Partner sends a written Order and ESCO confirms the Order.

In cases where a Framework Agreement has not been concluded and the order form has not been used:

In the event that a Framework Agreement has not been concluded and the Contracting partner does not use the ESCO Order Form available on the ESCO website at [www.escoflooring.com](http://www.escoflooring.com) - download section, the Contract is concluded using a **three-step** process whereby the Contracting partner sends ESCO a written Order (Step 1), ESCO confirms the Order in writing (Step 2), and then the Contracting partner either confirms the written Order confirmation back to ESCO, takes delivery of the Goods, or responds in some other indisputable manner to show that it accepts ESCO's confirmation of the Order (e.g. pays the advance invoice; step 3).

In cases where a Framework Agreement has not been concluded and the order form has been used:

In the event that no Framework Agreement has been concluded and the Contracting partner uses the ESCO order form available on the ESCO website at [www.escoflooring.com](http://www.escoflooring.com) - download section, a Contract shall be concluded at the time of written confirmation of the Order by ESCO. For the purposes of this Article, the Parties shall consider confirmation made by e-mail to be written confirmation. These GTC form part of the Contract.

2. The Contracting partner agrees to the use of telecommunication means for the conclusion of a Contract.

3. The prices contained in the price list provided by ESCO (electronically/in writing) are excluding VAT, unless specified otherwise in the price list. ESCO hereby informs the Contracting partner that it is a VAT payer and VAT shall be added to the price excluding VAT at the legal rate applicable at the time of conclusion of the purchase contract. The purchase price of the Goods sold under an individual Contract is specified in the written confirmation of the Order by ESCO and is determined on the basis of the applicable price list, an individual price quotation or on the basis of a special price quotation (specified in the document titled ESCO Terms and Conditions) sent by ESCO to the Contracting party.

4. Unless otherwise specified in the Contract or the price list, "EXW" (Incoterms 2010) delivery terms shall apply. In compliance with these terms, the Contracting partner shall bear all costs, charges, taxes and risks from the time the Goods are handed over to the carrier.

5. ESCO is entitled to modify the GTC in accordance with the procedure set out in Section 14(1) of the GTC.

6. The Contracting partner acknowledges that the Goods will be put into production within 24 hours after conclusion of the Contract. After this period elapses, neither the Order nor specification of the Goods can be modified in any way.

## Section 4 Purchase on the basis of a sample, quality and installation

1. If purchase is made on the basis of a sample, the samples provided to the Contracting partner do not represent or warrant that each individual unit will exactly match the sample, as it is a natural product. This is especially true for texture, colour structure and the number of knotholes. The right to deviations from the sample remains stipulated to the extent that these deviations are caused by the nature of the materials used and are normal.

2. Unless otherwise agreed, the Contracting partner shall bear the costs for delivery of the samples.

3. The Contracting partner has read ESCO's Technical Specifications and accepts all items contained in these Technical Specifications.

4. ESCO's products are sorted by hand according to strict rules. Occasional sorting errors cannot be excluded and only constitute a minor defect if more than 5% of the order quantity is affected.

5. The Contracting partner is obliged to inspect the goods immediately after the risk of damage to the goods is transferred and to immediately point out any defects in the Goods. The Contracting partner undertakes to refrain from installing Goods that are not faultless in the Contracting partner's opinion and which the Contracting partner wishes to return (however, this does not affect the obligation to carry out a timely inspection of the Goods). If the Contracting partner installs or begins to install the Goods, it declares with good reason that defects occurred after the Goods have been properly and professionally inspected prior to installation.

## **Section 5 Site of performance, transfer of risks, transport and return costs**

1. ESCO's registered office is the site of performance for all deliveries by ESCO; EXW parity (Incoterms 2010) is arranged, ESCO's registered office at the time of conclusion of the Contract. This means, especially for consumers, that the Contracting partner will collect the Goods at ESCO's registered office, unless otherwise agreed in the Contract. To the extent that the Contracting partner requests, ESCO may, by agreement, transport the goods itself or have them transported by a carrier designated by ESCO to a location designated by the Contracting partner, in which case the Contracting partner shall bear all costs and risks associated with such transport.

2. In the event of application of EXW parity according to Incoterms 2010 EXW, risk is transferred at ESCO's registered office when the Goods are handed over to the Contracting partner or the carrier designated by the Contracting partner. This especially applies to transportation risks, which are borne by the Contracting partner, even if ESCO transports or has transported the Goods to another location at the Contracting partner's request.

3. If the Parties individually agree that ESCO will arrange transportation and that ESCO will be liable for any damage incurred during transportation, the Contracting partner shall only be entitled to make a claim against ESCO for damage incurred during transportation if the Contracting partner can provide ESCO with a CMR consignment note or other transportation document (hereinafter the **"Transportation document"**) detailing the damage, at the time of unloading at the latest. The Contracting partner must also submit detailed photographs of the damaged Goods at the time of unloading. ESCO shall not be obliged to make payment for the Contracting partner's claims for compensation without presentation of a Transportation document with notification of damage and a photograph of the damaged goods. If any particulars of the Transportation document are not expressly governed by law, the Contracting partner shall be obliged to submit a delivery note detailing the damage, at the time of unloading at the latest. In the absence of an individual agreement, delivery shall be made at EXW parity to the address of ESCO's registered office, valid at the time of conclusion of the contract (Incoterms 2010).

4. The Contracting partner undertakes to provide ESCO with maximum cooperation in claiming damages against carriers if requested to do so.

5. ESCO assumes no liability for errors or misunderstandings that occur during communication between the Contracting partner and the transportation company.

## **Section 6 Delivery deadlines and delivery conditions**

1. Unless agreed otherwise, the delivery deadline for Goods delivered by ESCO is generally 5 days to 11 weeks. The delivery deadlines specified in the Contracting partner's order and/or in ESCO's confirmation shall always be non-binding for ESCO, unless ESCO expressly and clearly declares that the delivery deadline is binding in such confirmation. All delivery deadlines are subject to correct and timely delivery to ESCO, unless ESCO is

responsible for such incorrect or late delivery or guarantees binding delivery deadlines in writing. Delivery to ESCO means delivery of such items that ESCO needs to fulfil its obligations by the carrier/Contracting partner to ESCO.

2. ESCO is entitled to unilaterally extend the delivery deadline by a maximum of 5 weeks beyond the time agreed in the Contract or order or by confirmation thereof. ESCO is obliged to inform the Contracting partner of this extension of the deadline.

3. ESCO is entitled to make partial deliveries.

4. If the Contracting partner delays in accepting a delivery or breaches other obligations of cooperation, ESCO shall be entitled to claim compensation for damages, including any additional costs. This does not affect any other claims or rights.

5. If the Contracting partner is a consumer and does not take delivery of the Goods delivered by ESCO at the location specified in the Contract, the Goods shall be returned to ESCO and the Contracting partner shall be liable for the cost of transport (both transport and return transport).

6. If the Contracting partner delays in acceptance of the Goods by more than 1 month, ESCO is entitled to payment of a contractual penalty (warehouse fee) in the amount of CZK 50 for each pallet of Goods for each, even partial, day of delay. If the Customer fails to collect the Goods within a further month, ESCO is entitled to withdraw from the Contract. Withdrawal does not affect the right to payment of the contractual penalty (storage fee).

7. If ESCO's delivery is interrupted or delayed and ESCO is unable to meet the delivery deadline due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of the will of ESCO or its supplier in the supply chain, which temporarily or permanently objectively prevents ESCO or its supplier from acting, or if such an obstacle arises on the Customer's part, this fact or event shall be considered a force majeure event. In the event of a force majeure and also in the event of other circumstances not caused by ESCO or its supplier, preventing the performance of confirmed Orders by the specified deadline, ESCO's obligation to deliver the Goods according to the Order shall not be delayed for the duration of the force majeure. Lack of production capacity due to breakdowns or staff shortages is also considered a force majeure.

8. The delivery deadline for the delivery of Goods according to the Order shall be interrupted in the event of an impediment to performance on the part of the Customer, until the Customer has duly and fully fulfilled all its obligations, such as the provision of technical data and documents, permits, payment of any deposit, etc. If the Customer fails to perform the obligations necessary or required to fulfil ESCO's obligations (i.e. provide the necessary cooperation), ESCO shall not be obliged to deliver the Goods. ESCO shall then have the option to deliver the Goods after the Customer has fulfilled its obligations within a substitute deadline corresponding to the current production conditions, especially taking into account current production potential and capacity, and the Customer shall be obliged to accept the Goods within the substitute deadline, or ESCO may withdraw from the concluded Contract.

## **Section 7 Payment of the purchase price, price clause**

1. The purchase price is payable upon delivery of the Goods to the Contracting partner, unless otherwise agreed.

2. The price of the Goods is specified in the Contract, with the proviso that ESCO reserves the right to unilaterally increase the price of the Goods in the event of an increase in the cost of production (i.e. the Parties negotiate a price clause). For assessment of a price change according to the previous sentence, the decisive moment is the moment ESCO sends the Order confirmation to the Customer in comparison to the delivery deadline set by ESCO, also taking into account Section 6(7) and (8) of these GTC. Major manufacturing inputs include, but are not limited to, the cost of raw materials, wages, energy, transportation and legal levies (e.g., tax changes) and other costs associated with ESCO's manufacturing process and delivery of the Goods to Customer that ESCO must or has had to expend in order to manufacture or create and/or deliver the Goods. No consent from the Customer is required for this increase. The provisions of Section 2155(2) of the CC and 2156 of the CC do not apply. If the Customer is a Consumer, ESCO may also unilaterally increase the price of the Goods if there is an objective, serious and specific reason for such an increase, which ESCO shall inform the Customer-Consumer of in a clear and understandable manner. ESCO and the Customer-Consumer agree and accept that this objective, serious and specific reason for a price increase is an event or fact that results in an unexpected and unforeseeable change in the availability and price of or interference in the production of manufacturing inputs (materials, raw materials, energy, labour and wages, etc.).

2. All payments shall be made in the currency according to the Contract (i.e. price list or order) by transfer to the account specified on the invoice or call for performance. Other currencies are accepted only by prior written agreement.

3. The Contracting partner is not entitled to off-set any claims against ESCO.

## **Section 8 Liability for defects, warranty and warranty conditions**

### **[liability for defects]**

1. The Contracting partner's rights arising from defective performance are conditional upon the Contracting partner's timely inspection of the Goods without delay and the timely exercising of its rights arising from defective performance.

2. In the event of a defect in a purchased item, ESCO will either remedy the defect or supply another defect-free item, provided that the Contracting partner delivers the defective Goods to ESCO in the condition in which it received them from ESCO. In the event of repairs, ESCO shall cover all the costs necessary to correct the defects, i.e. transportation, unless the transportation costs are increased by shipping the purchased item to a location other than to the same location as the first delivery.

3. If the remedy is not achieved for reasons for which ESCO is responsible, the Contracting partner is entitled to choose to

withdraw from the Contract or to demand a reasonable discount on the purchase price.

4. Rights exercised on time on the basis of defective performance shall be excluded especially to the extent a) to which the Contracting partner is liable for the defect, b) to the extent that the defect was caused by negligent handling, intentional damage, improper storage, improper installation or unauthorised reworking of the goods, or c) the Contracting partner knew of the defect at the time of installation of the defective Goods or should have discovered the defect if it had exercised all professional care (and, if the Contracting partner is a consumer, if it had exercised due diligence), d) the defect is obvious and the Contracting partner accepted the Goods.

6. ESCO shall be liable in accordance with the law if ESCO culpably breaches a material contractual obligation; however, in this case, the compensation for liability for damages shall be limited to the maximum sum of the foreseeable, normally incurred damages.

7. To the extent that the Contracting partner is entitled to compensation, ESCO's liability is further limited to a maximum of the price of the defective part of the goods.

#### **[warranty and warranty terms]**

8. In the event that the flooring is used in the home (i.e. not in a commercial property), ESCO provides a 10-year warranty under the conditions set out below. ESCO only provides the warranty to the Contracting partner in the case of the initial installation.

9. The warranty period begins at the time the risk of damage to the item is transferred.

10. The warranty does not apply if the Goods are improperly stored. ESCO does not continue to provide a warranty, nor is it liable for Goods delivered to a storage location with a distributor, a retailer or Contracting partner.

11. In the event that the Contracting partner exercises its rights under the warranty, ESCO shall, at its deliberation, repair or replace the defective Goods or part thereof. In the event of replacement of the Goods, only products from ESCO's current product portfolio that most closely match the products under warranty that the claim concerns will be supplied. No other form of compensation or compensation is possible. The warranty does not cover the cost of labour associated with removal or replacement of the Goods.

12. If the claim is accepted and the claim is made during the first or second year of the warranty, 100% of the cost of repair or replacement of the product will be covered. If the claim is made during the third or fourth year of the warranty and the claim is accepted, 80% of the cost of repair or replacement will be covered. If a claim concerning the Goods is made during the fifth or sixth year of the warranty and the claim is accepted, 60% of the cost of repair or replacement will be covered. If a claim concerning the Goods is made during the seventh or eighth year of the warranty and the claim is accepted, 40% of the cost of repair or replacement will be covered. If a claim concerning the Goods is made during the ninth or tenth year of the warranty and the claim

is accepted, 20% of the cost of repair or replacement will be covered.

13. ESCO will never cover indirect costs associated with repairing or replacing Goods, such as the relocation of furniture or the removal and re-installation of components of real property or other objects.

14. After the Goods have been repaired or replaced, the warranty is not extended or restarted.

15. Application of the warranty is conditional to the Contracting partner notifying of a defect in the Goods in writing within 30 days from the date on which the defect appears.

16. The Contracting partner is obliged to provide ESCO with all possible cooperation if it exercises its rights on the basis of the warranty.

17. The warranty does not apply in the following cases:

Visible defects - if a floor with an obvious defect is installed, the warranty does not apply

Damage to the Goods due to improper use or maintenance - Goods must be installed and maintained in accordance with ESCO's installation and maintenance instructions and using ESCO's approved maintenance products. Proof that maintenance and installation have been carried out in accordance with ESCO's instructions and that the end user/Consumer has received these instructions from you, may be required. Instructions are given on the website at [www.escoflooring.com](http://www.escoflooring.com).

Damage to the extent of normal wear and tear - any oiled wood floor is subject to normal wear and tear in accordance with industry standards. Normal wear and tear due to non-compliance with maintenance standards and useful ESCO recommendations is hereby excluded from the warranty. ESCO provides a sample list of recommended practices for use and maintenance below. A complete list is provided in the industry standards (for the USA: [www.nwfa.org](http://www.nwfa.org); for Europe and all other countries: [www.parquet.net](http://www.parquet.net)). Useful recommendations from ESCO are as follows: The floor can be cleaned with a slightly damp cloth. Excessive water should be avoided, and the floor should be dried after cleaning. Do not clean floors using steam cleaners, carpet cleaners, polishes or any liquid cleaners without the express permission of ESCO. Apply suitable protective pads to the legs of furniture. Chair/furniture castors/wheels must be soft. A protective mat should be placed under office chairs. Use of a vacuum cleaner with a turbo brush will cause damage to the floor that is not covered by this limited warranty. Devices to clean shoes should be provided at the entrance, to prevent sand or gravel from damaging the floor. Breathable rugs or mats should be placed in high traffic areas. Damage caused by spilled liquids, heels, animal claws, nails, falling objects, etc. is not covered by the warranty. This warranty does not apply to flooring installed in bathrooms or other areas exposed to the risk of spills or high humidity.

Damage caused by accident - including, but not limited to, scratches caused by moving heavy objects across the floor,

impact, subsequent damage, fire, natural disaster or any other circumstances other than normal use.

Damage due to abnormal conditions - moisture damage and warping of floorboards due to unusually low (less than 40%) or high (more than 60%) humidity.

Different colour and texture of wooden Goods - wood is a natural product. Just as no two trees are ever exactly the same, each board is unique and can vary in colour and texture. Natural features, such as knots and colour variances, are natural and do not affect the quality of the floor.

Differences between production batches - wood is a natural product and therefore there will be differences. ESCO strongly recommends the use of products from a single batch for installation and is not responsible for variations.

Colour transformation - every wooden floor will change colour. The colour of the wood may darken or lighten due to sunlight. This is a natural process.

#### **Section 9 Stipulation of ownership**

1. ESCO retains the title to the delivered goods until all payments related to the business relationship with the Contracting partner have been received. However, the risk of damage to the items shall be transferred to the Contracting partner upon receipt of the goods. ESCO may unilaterally waive this stipulation of ownership at any time, even to just part of the delivered goods.

2. In the event that the Contracting partner's conduct is in breach of the Contract, particularly in the event of delay in payment, ESCO is entitled to request in writing the return of the purchased item and to withdraw from the Contract; the Contracting partner is obliged to comply with this request within fourteen days. If the Goods or their part cannot be returned (e.g. they have already been laid or otherwise processed or have been degraded by poor storage), the Contracting partner is obliged to pay the price of the Goods according to the Contract instead of returning them.

3. The Contracting partner is obliged to treat the delivered Goods with care and is obliged to insure the Goods against damage by fire, water and theft at its own expense, based on their original value.

4. In the event of seizure of property or other interference by third parties, the Party shall promptly notify ESCO in writing so that ESCO may take legal action to protect its property. In the event that a third party is unable to compensate ESCO for legal and out-of-court costs for an action, the Party shall be liable for losses incurred by ESCO.

#### **Section 10 Consumer information**

1. The provisions set out in Section 10 shall only apply if the Contracting partner is a Consumer.

2. The Contracting partner (Consumer) confirms that the following information was apparent to him/her from the context prior to conclusion of the contract:

- A) **ESCO's identity data and e-mail correspondence address** ([info@escoflooring.com](mailto:info@escoflooring.com) for ESCO CZ PRODUCTION s.r.o. and [info@escoflooring.com](mailto:info@escoflooring.com))

- B) **designation of the Goods or services and a description of their main characteristics to the extent appropriate to the means of communication used and the nature of the Goods or services:**

The Contracting partner was informed of the price list and detailed description of the Goods and was allowed to view samples of the Goods at ESCO's premises under the conditions defined in these GTC.

- C) **The total price of the Goods, including taxes and charges and similar monetary payments, and the method of its calculation.**

The Consumer has been informed of the final price of the Goods and services and related payments, including the price of transport. The Consumer again acknowledges that the price list prices are excluding VAT, unless otherwise stated in the price list. VAT will be added to the price excluding VAT at the statutory rate, which is currently 21%. If a price clause has been agreed in the Contract or these GTC, the Consumer has the right to withdraw from the Contract in the event of a substantial price increase.

- D) **Delivery costs.** The Consumer has also been informed of the price of transportation according to the price list or as stated in the Contract or order confirmation.
- E) **Information about the duration of the commitment.** The commitment is not agreed for an indefinite period unless a Framework Agreement has been concluded between the Parties.
- F) **Digital content data.** ESCO does not provide any digital content.
- G) If the Contract has been concluded by a means of communication allowing conclusion of the Contract without the physical presence of the Parties, the Consumer confirms that he/she has been provided with and acknowledges the following information in particular:

**1. Conditions, deadlines and procedure for exercising the right of withdrawal and a sample withdrawal form;**

- a. The Consumer has the right to withdraw from a Contract concluded remotely or from a Contract concluded outside ESCO's business premises within **14 days**, even without giving reasons. The deadline ends 14 days after the date on which the Consumer or a third party other than the carrier designated by the Consumer takes delivery of the Goods. Such withdrawal simply needs to be sent before the deadline in order to meet the deadline. ESCO expressly points out that the Consumer **does not have the right to withdraw from the Contract in cases when the Goods**

**are made to the Consumer's requirements or adapted to the Consumer's personal needs** (i.e. where the Goods are made to the Consumer's order according to the parameters specified by the Consumer or selected from the price list or other materials offered by ESCO).

- b. The Consumer may withdraw from the Contract by written unilateral legal action delivered to ESCO or by any other unilateral statement making it absolutely clear that the Consumer is exercising his/her right to withdraw from the Contract.
- c. To withdraw from the Contract, the Consumer may **use the sample form** published on ESCO's website ([www.escoflooring.com](http://www.escoflooring.com)), which he/she has also been informed of together with these GTC. Use of the sample form is optional. If the Consumer takes advantage of the sample form, ESCO will promptly acknowledge receipt.
- d. Consequences of withdrawal:
- If the Consumer withdraws from the Contract and has not yet received the goods, ESCO shall refund all money received from the Consumer without delay (within 14 days at the latest) from delivery of such withdrawal, including the cost of delivery of the Goods, unless the Contracting partner has arranged its own transportation (ESCO shall not refund additional costs incurred as a result of the Consumer's chosen method of delivery, which is different from the cheapest method of delivery offered by ESCO). The means of payment used by the Consumer for the initial transaction will be used for the refund, unless the Consumer specifies otherwise.
  - If the Consumer withdraws from the contract and has already received the Goods, ESCO will only make a refund after it receives the returned Goods or after the Consumer has proved that he/she has sent the Goods back.
  - The costs associated with returning the Goods will be borne by the Consumer and are estimated at 2% of the purchase price, but at least CZK 5,000 plus VAT.
  - The Consumer shall be liable for any reduction in the value of the Goods resulting from handling the Goods in a manner other than that necessary to familiarise him/herself with the nature, characteristics and functionality of the Goods.

- H) **Information on out-of-court dispute resolution**

ESCO informs the Consumer that if there is a dispute arising from the Contract that cannot be resolved by agreement, the Consumer may submit a proposal for out-of-court resolution of such a dispute to the designated entity for out-of-court resolution of consumer disputes, which is the Czech Trade Inspectorate (CTIA), Inspectorate Headquarters - ADR Department, Gorazdova 1969/24, 120 00 Prague 2, email: [adr@coi.cz](mailto:adr@coi.cz), web [www.adr.coi.cz](http://www.adr.coi.cz)

**Section 10 Copyright**

All text, images, interior design, samples and ESCO trademarks and other content, including page layout and elements on the ESCO website at [www.escoflooring.com](http://www.escoflooring.com) are protected by copyright. Any modification, further processing and use is only permitted with ESCO's express written consent.

**Section 11 Data protection and sending commercial messages**

1. ESCO processes the Contracting partner's (natural person) personal data in these circumstances and with regard to the requirements of the legislation of the Czech Republic and the European Union, in particular Regulation (EU) 2016/679 on the protection of natural persons (GDPR) and Act No.110/2019 Coll., on the processing of personal data.

2. ESCO processes the personal data of the Contractual Partner (natural person) for the following purposes: for order processing, website visits, contract performance and for its own marketing purposes. For these purposes and subject to the other conditions set out in this information, the Contracting partner will provide ESCO with its consent to the processing of its following personal data: First name, last name, residential address, identification number, VAT number, e-mail address and telephone number, all for an unlimited period of time. Personal data are processed in automated electronic form or in non-automated paper form. ESCO is entitled to use third parties as processors to process personal data.

3. The Contracting partner is entitled to have his/her personal data corrected, erased, limited or stored in accordance with the principles of data portability, provided that the provisions of the law have been complied with. If the Contracting partner considers that ESCO or a processor used by the ESCO manages personal data in a manner incompatible with the protection of the Contracting partner's private or personal life, or in an unlawful manner, in particular if the personal data are not accurate, taking into account the purpose of processing, the Contracting partner may:

- a) request an explanation from the controller or processor
- b) require the controller or processor to remedy the defective situation. This may especially involve blocking, rectifying or deleting personal data.

If ESCO fails to meet these requirements, the Party is entitled to apply to the regulatory authority - the Office for Personal Data

Protection, located in Prague, at Pplk. Sochora 727, 170 00 Prague 7 - Holešovice, [www.uouu.cz](http://www.uouu.cz).

4. The Contracting partner is entitled to withdraw any data protection consent granted to ESCO at any time with effect for the future.

5. The Contracting partner's personal data will be processed by ESCO employees who are entrusted with this duty, or by a processor who has concluded a contract for the processing of personal data with ESCO.

The processor shall ensure the protection of the Contracting partner's personal data.

6. The Contracting partner's personal data will not be disclosed to third parties, except to the contractual processor and the service provider who are engaged in arranging or carrying out transportation for the purpose of performing the Contract and where such processing is necessary for fulfilment of the legitimate interests of ESCO or the third party to whom the data is disclosed.

7. The Contracting partner has the right to access and correct his/her personal data, either in writing by letter/notification to ESCO headquarters or electronically by sending an e-mail to [info@escoflooring.com](mailto:info@escoflooring.com) or [infocz@escoflooring.com](mailto:infocz@escoflooring.com).

8. Commercial messages may be sent to the Contracting partner within the meaning and under the terms of Section 7(3) of Act No. 480/2004 Coll., on Certain Information Society Services, provided that the Contracting partner has the option to refuse the use of the details of its electronic contacts for delivery of such commercial messages. Withdrawal of such consent is free of charge and the Contracting partner may opt out by sending an e-mail to [info@escoflooring.com](mailto:info@escoflooring.com) or [infocz@escoflooring.com](mailto:infocz@escoflooring.com).

#### **Section 12 - Jurisdiction, applicable law**

1. If the Contracting partner is not a consumer, the **local jurisdiction** shall be determined **according to the place of ESCO's registered office** in the Czech Republic at the time of initiation of legal proceedings. For the avoidance of doubt beyond the foregoing, the Parties confirm that international jurisdiction between them is determined by the jurisdiction of the courts of the Czech Republic, which have local jurisdiction pursuant to the preceding sentence.

2. All contracts between ESCO and the Contracting partner and all legal relations related thereto shall be governed by the applicable laws of the Czech Republic.

#### **Section 13 Severability of provisions, final provisions**

1. The Contracting partner may only assign the Contract or any part thereof or any of its claims against ESCO under the Contract or any claim against ESCO with ESCO's express prior written consent.

2. These GTC are valid as of the date ESCO sends the Order confirmation, or, if a Framework Agreement has been concluded, as of the date the Framework Agreement is concluded. By concluding the Contract, the Contracting partner accepts all the provisions of these GTC valid on the date ESCO sends the Order confirmation, including the price of the ordered Goods specified in the Order confirmation, unless otherwise agreed in writing in a

specific case. If a Framework Agreement is concluded, the Contracting partner accepts the wording of these GTC as of the date the Framework Agreement is concluded.

#### **Section 14 Amendment of the GTC and their effectiveness, applicable language version**

1. ESCO may unilaterally change the wording of these GTC. If a Framework Agreement has been concluded, ESCO is obliged to inform the Contracting partner, at least by e-mail, of any changes to the terms and conditions and the Contracting partner is then entitled to stipulate in writing that the changes to the GTC are ineffective against him/her, within a time limit of three months, starting from the first calendar day following the calendar month in which ESCO forwarded the information about amendment of the GTC to the Contracting partner. If the Contracting partner stipulates the ineffectiveness of an amendment to the terms and conditions, ESCO shall terminate the Framework Agreement within the time limit agreed in the Framework Agreement.

2. In the event that these GTC are translated into another language and a conflict, or an interpretive ambiguity arises between the Czech version and the version in another language, the version of the GTC in the Czech language shall always prevail.

**These GTC shall take effect on 1 July 2025**

**ESCO CZ PRODUCTION s.r.o.**