



## SALE OF NEW HUMAN SOLUTION S.R.O. GOODS ENQUIRED THROUGH THE WEBSITE OR OTHER MEANS

### GENERAL TERMS AND CONDITIONS FOR CONSUMERS

#### 1. ABOUT US

New Human Solution s.r.o., with its registered office at U Zámečku 196, Poříčí, 373 82, Boršov nad Vltavou, Company ID No.: 04435940, entered in the Commercial Register maintained by the Regional Court in České Budějovice under File ref. no. C 29160, is the operator of the [www.newhumansolution.com](http://www.newhumansolution.com) website through which you, as a consumer, can make enquiries about goods intended for the stabilisation of drinking water.

Please direct all your suggestions, queries or other correspondence via phone to: +420 777 818 252 or electronically by e-mail: [sales@newhumansolution.com](mailto:sales@newhumansolution.com). For claims on purchased goods, please follow the claims procedure.

#### 2. WHAT IS THE PURPOSE OF THESE TERMS AND CONDITIONS

- 2.1 The purpose of these General Terms and Conditions ('GTC') is to acquaint you with the basic principles and rules governing the enquiry, ordering and delivery of goods and our legal relations arising therefrom. The GTC deliberately do not describe matters that are obvious from their context.

#### 3. OUR OFFER

- 3.1 Goods offered to consumers via [www.newhumansolution.com](http://www.newhumansolution.com) or offers delivered by e-mail or other form of communication.

(the 'goods').

Delivery of goods can be requested via the enquiry form available at [www.newhumansolution.com](http://www.newhumansolution.com) without the need for your registration (the 'enquiry form').

**4. IT IS ALSO POSSIBLE TO ENQUIRE ABOUT GOODS DURING A PERSONAL MEETING, BY PHONE OR THROUGH OTHER MEANS.**

The delivery of goods so requested will be subject to these GTC provided that our offer to deliver the goods according to Section 4.1 below is sent to you by e-mail within 7 days after you request delivery of the goods (i.e. within 7 days after a personal meeting, telephone enquiry, delivery of a written enquiry, etc.).

When and how we conclude a Purchase Contract:

- 4.1 Please specify the desired goods in the enquiry form. Within 7 days after we receive your enquiry form, we will e-mail you an offer on the delivery the goods, which will include the following information/documents:
- 4.1.1 a description and detailed information about the requested goods,
  - 4.1.2 the price of the goods, billing information and method of payment (this information will not be provided separately if included in the pre-filled order form),
  - 4.1.3 the time, method and place of delivery of the goods, including related costs (this information will not be provided separately if included in the pre-filled order form),
  - 4.1.4 these GTC including the Complaints Policy,
  - 4.1.5 instructions on the possibility of withdrawing from the Contract, template of the withdrawal form,
  - 4.1.6 pre-filled order form.
- 4.2 If you agree to the terms and conditions of the goods delivery, then make the order payment according to the instructions in the order. By paying the full price for the goods as ordered, you have entered into a Purchase Contract with us.
- 4.3 By sending a confirmed order by e-mail together with 1) a tax document issued by us (order/advance invoice) for the payment of the price of the goods, 2) a description and detailed information about the ordered goods, 3) the GTC, 4) instructions on the possibility of withdrawing from the Contract and 5) a template of withdrawal from the Contract within 7 days after we receive your order, the relevant Purchase Contract is concluded, the content of which is determined by the confirmation of your order and these GTC; in all other respects our relationship shall be governed by the rules of the relevant legislation contained in particular in the Civil Code or the Consumer Protection Act.

- 4.4 If you do not send us an order within the time limit specified in Section 4.2 above, you are deemed not to have made a proposal to us to conclude a Purchase Contract. If you wish to have the goods delivered at a later date, please proceed again in accordance with Section 4.1 above.
- 4.5 You agree that the text of the concluded Purchase Contract and the related tax documents for the purchased goods will be provided to you exclusively in electronic form delivered to your email address according to your order.

## 5. PAYMENT OF PRICE, DELIVERY OF GOODS

- 5.1 The delivery of the goods is conditional upon full payment of the price of the goods including the costs of delivery (see Section 5.6 of the GTC) according to the tax document issued by us (order/advance invoice) within the due date indicated in this tax document, which shall not be shorter than 3 working days from its delivery to your e-mail.
- 5.2 The price of the goods and delivery costs can only be paid by bank transfer. The price of the goods and the costs will be deemed to have been paid if the relevant amount is credited to our account indicated in the tax document (order/invoice).
- 5.3 If the price of the goods, including the costs of delivery, is not paid in full within the due date specified in the issued tax document (order/advance invoice), we have the right to withdraw from the Contract by notification, which will be delivered to you in the same form as the confirmed order was sent to you. If applicable, we will refund the amount paid to you within 14 days of withdrawal to the bank account from which we received such payment.
- 5.4 Once you have paid the price of the goods including the cost of delivery, we will issue you a tax document for the received payment in accordance with Act No. 235/2004 Coll., on value added tax, as amended (this document is not the basis for any further payment, it only proves that we have received the purchase price), and we will confirm the time of goods delivery. We reserve the right to change the delivery time if the delivery times of our suppliers change.
- 5.5 The price does not include installation. The installation is carried out according to the instructions for installation, use and maintenance of the goods. If you are interested in the installation of goods by our company, then this paid service must be requested separately.
- 5.6 We deliver the goods including the necessary documents for the goods (in particular, instructions for installation, use and maintenance of the goods) via the contractual carrier specified in the order to the delivery address specified by you in the order. The cost of delivery is borne by our company, but only if the price of the



ordered goods including value added tax equals or exceeds the amount of CZK 10,000 (in words: ten thousand Czech crowns).

## **6. TRANSFER OF PURCHASED GOODS OWNERSHIP**

- 6.1 The ownership of goods enquired via [www.newhumansolution.com](http://www.newhumansolution.com) or through other means (see the last paragraph of Section 3.1 above) is passed to you at the time of their receipt.
- 6.2 The risk of damage to the goods passes to you at the moment of goods receipt.
- 6.3 Immediately upon receipt, check that the goods and their packaging are not obviously damaged. If you detect any damage, follow the instructions in the Complaints Policy.

## **7. WHEN AND HOW TO WITHDRAW FROM THE PURCHASE CONTRACT**

- 7.1 You have the right to withdraw from a Purchase Contract concluded with us without giving any reason within 14 days of receipt of goods ordered by you. Withdrawal from the Purchase Contract means that the Purchase Contract is cancelled from its beginning and you are obliged to return the delivered goods to us and we are obliged to refund their purchase price.
- 7.2 We hope that you will understand that it is not possible to withdraw from the purchase of the goods if you break the safety features (hologram stickers) with which the goods are equipped that guarantee their components have not been tampered with.
- 7.3 If you withdraw from the purchase of goods that have already been used beyond the normal inspection and functional testing that normally occurs when goods are sold in the shop, we are entitled to require that you pay the difference between the price of the new goods and the standard price of the returned goods.
- 7.4 You can withdraw from the Purchase Contract in writing by letter sent to New Human Solution s.r.o., U Zámečku 196, Poříčí, 373 82, Boršov nad Vltavou, or by e-mail sent to [sales@newhumansolution.com](mailto:sales@newhumansolution.com). To withdraw from the Purchase Contract, you may use the form sent to you by e-mail at the same time as the confirmed order according to Section 4.3 above (and deliver the completed form in the manner specified in the previous sentence of this section of the GTC).
- 7.5 You must deliver the purchased goods to us at your own expense within 14 days of your withdrawal from the Purchase Contract, either in person on working days from 9 a.m. to 3 p.m. or through a postal service operator or a contractual carrier to the address New Human Solution s.r.o., U Zámečku 196, Poříčí, 373 82, Boršov nad Vltavou, but always in the original packaging, which ensures that the goods will

not be damaged during transport. We are obliged to return any funds received, i.e., the purchase price and other funds we received from you during the sale of the returned goods, to you within the same period, but not before you return the goods to us (the goods will be handed over to us) or prove that they were sent to our address.

- 7.6 We also reserve the right to withdraw from the Purchase Contract if you do not take delivery of the ordered goods, by a notice sent to you by e-mail, and within 14 days of withdrawal from the Contract we are obliged to return to you the received funds after deducting the amount of CZK 500, which will cover our costs associated with the return of the goods.

## 8. HOW TO CLAIM DEFECTIVE GOODS

- 8.1 Our mutual rights and obligations regarding our liability for defects in the goods are governed by applicable law. A more detailed description of these rights and obligations is contained in the Complaints Policy, which forms part of the GTC.
- 8.2 Any queries regarding a claim of defective goods will be answered by calling +420 777 818 252 or by e-mail at: [sales@newhumansolution.com](mailto:sales@newhumansolution.com).

## 9. OTHER INFORMATION YOU SHOULD KNOW

- 9.1 If we are unable to resolve any dispute with you in connection with the purchase of goods under these GTC by mutual agreement, you may contact the **Czech Trade Inspection Authority**, Central Inspectorate – ADR Department, Štěpánská 15 120 00 Prague 2, e-mail :[adr@coi.cz](mailto:adr@coi.cz), website: [adr.coi.cz](http://adr.coi.cz).
- Consumers may use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.
- 9.2 If the relationship based on the Purchase Contract contains a foreign element, then our relationship is governed by Czech law.
- 9.3 We only process the personal data that you provide us in connection with the purchase of goods for the purposes of fulfilling the Purchase Contract and complying with legal obligations in the sense of the relevant provisions of the General Regulation on the Protection of Personal Data (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC), and we will not use it for purposes other than for the given purchase, and we will only pass it on to transport and logistics service providers to the extent necessary for the performance of the Purchase Contract.



9.4 The GTC also include the Complaints Policy.

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### **COMPLAINTS POLICY**

#### **1. ABOUT US**

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#### **2. WHAT IS THE PURPOSE OF THIS COMPLAINTS POLICY**

2.1 The purpose of this Complaints Policy (**'Complaints Policy'**) is to acquaint you with the basic principles and rules that we follow when dealing with complaints about goods enquired through [www.newhumansolution.com](http://www.newhumansolution.com) or other means (see the last section of Article 3.1 of the GTC).

2.2 The Complaints Policy is part of the GTC and wherever it does not state otherwise, the text of the GTC shall apply without further reference.

2.3 In all respects not expressly addressed in the Complaints Policy, the legal regulations contained in the current Civil Code and the Consumer Protection Act shall automatically apply.

#### **3. OUR RESPONSIBILITY FOR SOLD GOODS**

3.1 We are liable for any defects in the goods enquired about via [www.newhumansolution.com](http://www.newhumansolution.com) or other means (see the last section of Article 3.1 of the GTC), which occur within 24 months of receipt of the goods, unless otherwise stated in the tax document.



3.2 You may exercise your rights under our defective performance with us within 24 months of receipt of the goods unless otherwise stated in the tax document.

#### **4. WHAT TO DO IF THE GOODS SHOW VISIBLE DAMAGE**

4.1 Any queries regarding a claim of defective goods will be answered by calling +420 777 818 252, or by e-mail at: [sales@newhumansolution.com](mailto:sales@newhumansolution.com).

4.2 Upon receipt of the delivered goods, inspect them to make sure that the goods and their packaging are not visibly damaged.

4.3 Any obvious defects must be claimed by email within 24 hours of receipt of the goods. We will not be able to accept complaints of visible defects communicated to us after 24 hours from the delivery of the goods.

#### **5. WHAT TO DO IF THE DEFECT APPEARS LATER**

5.1 You can consult your questions regarding the claim of defective goods by calling +420 777 818 252 or electronically via e-mail at: [sales@newhumansolution.com](mailto:sales@newhumansolution.com).

5.2 Defects that were not detectable upon receipt of the goods, or that only subsequently became apparent, but no later than within the statutory time limits, can be claimed by phone or e-mail. In order to settle a claim, it is necessary for us to receive the defective goods. Goods must be delivered to us within 5 days of the claim in person on working days from 9 a.m. to 3 p.m. or through a postal service provider or a contractual carrier to the address New Human Solution s.r.o., U Zámečku 196, Poříčí, 373 82, Boršov nad Vltavou.

5.3 Upon inspection of the claimed goods, we will draw up a claim report and will determine a date with you regarding its settlement. Complaints will preferably be handled by replacing the defective goods, or their defective part(s), with defect-free goods, or their defect-free part(s), based on the specific nature of the goods.

#### **6. DEFECTS IN GOODS THAT WE ARE NOT LIABLE FOR**

6.1 The rights arising from liability for defects in goods do not apply in particular to:

- (a) damage to any component caused by normal wear and tear;
- (b) cosmetic defects (e.g. scratches, dents) that do not affect the function/operation of the product;
- (c) malfunctions due to the use of an incompatible product;

- (d) damage or malfunction caused by opening or modifying parts of the goods that are secured by safety features (hologram stickers), except for opening (and damaging the hologram sticker) due to the installation of the STABFOR replacement kit according to the installation, use and maintenance instructions for the goods; or
- (e) defects caused by the use of the supplied equipment in contravention of the relevant instructions for installation, use and maintenance of the goods.

## **7. YOUR RIGHTS WHEN LODGING A COMPLAINT CONCERNING GOODS**

- 7.1 You have the right to have your complaint settled without undue delay, but no later than 30 days from the date of filing.
- 7.2 If the defect in the goods is a minor breach of the purchase contract, you have the right to have the defect in the goods removed, or to a reasonable discount on the purchase price.
- 7.3 If the defect is a substantial breach of the purchase contract or if we do not handle your complaint in time, you have the right to the delivery of a new item without defects or the delivery of the missing item, the removal of the defect by repairing the goods, to a reasonable discount on the purchase price or the right to withdraw from the purchase contract.
- 7.4 If the same defect occurs after a second repair or if the goods have more defects, you have the right to have new goods delivered or to have the defective part replaced, or even to withdraw from the purchase contract.
- 7.5 You are also entitled to reimbursement of the costs reasonably incurred in making the claim provided that you request it within 1 month of the end of the period for exercising your rights under defective performance.