

General terms and conditions of Catering Zdravě s.r.o.

1. OPENING PROVISIONS

- 1.1. These general terms and conditions (hereinafter referred to as "**Terms and Conditions**") of Catering Zdravě s.r.o., ID: 05970083, with registered office at address no. 106, 507 04 Třtěníce, registered in the commercial register maintained by the Regional Court in Hradec Králové under file number C39300 (hereinafter referred to as the "**Seller**"), regulate compliance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code , as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract or other similar contractual relationship (hereinafter referred to as the "**Contract**") concluded between the Seller and another legal entity or natural person (hereinafter referred to as the "**Buyer**"; the Seller and the Buyer collectively as the "**Parties**" and each separately as a "**Party**").
- 1.2. The seller is a company that provides services in the field of hospitality and organizes catering events, or other events of a similar nature.
- 1.3. These Terms and Conditions are an integral part of the Contract. In the event of a conflict between the provisions of these Terms and Conditions and the written Contract concluded between the Parties, the provisions of this Contract shall take precedence.
- 1.4. These Terms and Conditions exclude the application of the Buyer's terms and conditions.
- 1.5. By accepting these Terms and Conditions, the Buyer, in accordance with § 1801 of the Civil Code, accepts the exclusion of the application of § 1798 to 1800 of the Civil Code to the Contract and these Terms and Conditions.
- 1.6. The seller may change or supplement the wording of these Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

2. CREATION OF CONTRACT

- 2.1. The relationship between the Seller and the Buyer is based on the acceptance of the Seller's written calculation, and for these purposes, acceptance/confirmation in the form

of e-mail (if no written contract is directly concluded) is sufficient, and in the following manner.

- 2.2. The Buyer sends the Seller an order/request (or an offer to conclude a Contract).
- 2.3. The order can be placed by the Buyer (i) by telephone, (ii) by e-mail, (iii) by means of a form on the Seller's website (located at this address: <https://www.cateringzdrave.cz/>).
- 2.4. In the request, the Buyer must specify the following in particular (according to the nature of the requested services):
 - contact details (name, company, e-mail, telephone number);
 - date and place of the event;
 - type of event, expected number of guests, type of service expected, special dietary requirements;
 - budget according to the person who will participate in the event;
 - other notes, requirements or information essential for the proper provision of services by the Buyer and the conclusion of the Contract.(hereinafter referred to as "**Order**")
- 2.5. Based on the Order, the Seller will send the Buyer a calculation, which will state the price for the services that will be provided on the basis of the Contract (hereinafter referred to as "**Calculation**").
- 2.6. If a separate agreement is not concluded between the Parties in written (document) form, the Contract between the Parties is concluded at the moment of delivery of the acceptance of the Calculation by the Buyer (acceptance of the offer and conclusion of the Contract). At this moment, the Buyer's order for the subject of performance (i.e. the specified services) is binding for the Parties.
- 2.7. contains additions, reservations, restrictions or other changes is a rejection of the received Calculation (offer for the conclusion of the Contract) and is considered a new offer (for the content of the order/for the conclusion of the contract). The conclusion of the Contract will not take place if the Calculation (offer of the

conclusion of the Contract) is accepted by the Buyer with a deviation or addendum. This also applies in the case of a deviation or amendment that does not substantially change the terms of the Calculation (offers for the conclusion of the Contract).

- 2.8. Unless otherwise agreed between the Parties, the Buyer is obliged to confirm acceptance of the Calculation (offer with the Contract) by the Seller within 3 days of delivery of the Calculation (offer with the conclusion of the Contract) by written confirmation (e-mail is sufficient for these purposes). The relevant Contract is concluded upon delivery of the confirmation of the Calculation (offer of the conclusion of the contract).
- 2.9. The same period, i.e. 3 days, applies to the Seller in case of receipt of a new offer (for the content of the Calculation / conclusion of the Contract) according to paragraph 2.7 above.

3. PRICE, PAYMENT TERMS

- 3.1. The price in the confirmed Calculation is agreed upon as final and fixed, and unless otherwise determined therein or in these Terms and Conditions, it is stated without value added tax (hereinafter referred to as "VAT"), which will be added to it in accordance with the relevant legal regulations. The price includes all the Seller's costs necessary for the proper execution/delivery of services according to the Contract.
- 3.2. Without prejudice to the aforementioned provision of Article 3.1, in the event that the price is not agreed as final and fixed, but is stated as an estimated price (e.g. in the form of a preliminary price calculation based on agreed assumptions), the Seller is entitled to for reasons worthy of special consideration (e.g. unexpected or sudden increase in the price of raw materials, energy, etc.) to unilaterally increase the resulting price by up to 10% of the offer price (agreed upon acceptance of the Order). The Seller must inform the Buyer in advance about this increase and the reasons. However, if the resulting price is to exceed the offer price by more than 10%, this amount cannot be invoiced without the conclusion of an addendum to the Contract / prior written consent of the Buyer.
- 3.3. The invoice (tax document) issued by the Seller must contain all the statutory requirements for a tax document.
- 3.4. Invoices are due within **15 days**. The invoiced amount will be paid to the Seller's bank account indicated on the invoice. The Buyer's obligation to pay the price is fulfilled when the relevant amount is credited to the Seller's account.
- 3.5. The Seller's claims against the Buyer arising from the Contract and/or these Terms and

Conditions may be forwarded or stopped only without the prior consent of the Buyer.

- 3.6. Forwarding of rights and obligations from the Contract or part of it by the Buyer pursuant to § 1895 of the Civil Code is excluded.
- 3.7. The Seller is entitled to request from the Buyer a deposit for the services/performance that will be provided on the basis of the Contract, up to 80% of the price stated in the Calculation. In that case, the Seller issues an advance invoice to the Buyer. The advance paid will then be included in the total price confirmed by the Parties in the Calculation.

4. OTHER TERMS

- 4.1. The date and place of delivery of the Subject of Performance (i.e. goods and/or provision of services), as well as the method of transport, are usually agreed upon by the Parties upon conclusion of the Contract (i.e. upon acceptance of the Calculation).
- 4.2. If the Seller will not be able to deliver the performance properly based on the concluded Contract (i.e. the agreed quantity, quality and execution) and on time, he is obliged to inform the Buyer about this without delay. In that case, the Parties will conclude an addendum to the Agreement or agree on another way of solving the given situation.
- 4.3. The buyer assumes the risk of a change in circumstances within the meaning of §§ 1764 to 1766 of the Civil Code.
- 4.4. In the case of deliveries of goods (within the scope of carrying out the Contract), the delivery is accepted by the Buyer's written confirmation of delivery. Upon agreement with the Seller, it is possible to pick up the goods at one of the Seller's establishments. From the moment of taking over the catering goods, the Buyer assumes all responsibility for the food and drinks, and the Seller is not responsible for the further handling of the food and drinks. The Seller's goods (products - food and beverages) cannot be resold.
- 4.5. In the event that the subject of the Agreement is the provision of a catering event by the Seller, the Buyer is entitled to change the number of guests specified in the Order no later than 72 hours before the agreed event. In the event that the number of guests is reduced by more than 10 compared to the number stated in the Order, the Seller will prepare a new Calculation, which the Buyer is obliged to approve without undue delay.
- 4.6. If requested, the Seller will provide a complete itinerary for the catering event (event) with a time schedule, which he will confirm in electronic communication with the Buyer and is obliged to follow the itinerary on the date of the

event. The same conditions apply to the Buyer. Time changes to the itinerary are possible no later than 48 hours before the date of the catering event and must be reported to the Seller by phone or e-mail.

4.7.

5. TERMS OF CONTRACT CANCELLATION

5.1. In the event that the Buyer cancels the ordered catering event/cancels other ordered services 14 – 8 days before the date of the event/delivery of other ordered services, the Buyer is obliged to pay the Seller 10% of the total amount based on the approved Calculation.

5.2. In the event that the Buyer cancels the ordered catering event/cancels other ordered services 7-4 days before the date of the event/delivery of other ordered services, the Buyer is obliged to pay the Seller 30% of the total amount based on the approved Calculation.

5.3. In the event that the Buyer cancels the ordered catering event/cancels other ordered services 3 – 1 day before the date of the event/delivery of other ordered services, the Buyer is obliged to pay the Seller 100% of the total amount based on the approved Calculation.

6. CONTRACTUAL PENALTIES

6.1. In the event that the Buyer finds himself in arrears with the payment of the invoice, the Seller shall be entitled to pay a contractual penalty in the amount of 0.5% of the total price approved in the Calculation, for each calendar day of the delay.

6.2. The amount of compensation for any resulting damage is not tied to the amount of the agreed contractual fine mentioned in paragraph 6.1 above, and the Seller may demand damage arrears from the Buyer in addition to the contractual fine.

7. ZÁVĚREČNÁ USTANOVENÍ FINAL PROVISIONS

7.1. The Buyer acknowledges that, according to § 1837 of the Civil Code, it is not possible, among other things, to withdraw from the contract for the supply of goods that have been modified according to the wishes of the Buyer or for his person, from the purchase contract for the supply of goods that are subject to rapid deterioration, as well as goods that have been after delivery irreversibly mixed with other goods, from the purchase contract for the delivery of goods in closed packaging, which the Buyer has removed from the packaging and for hygienic reasons it is not possible to return it.

7.2. The parties may use electronic communication (primarily in the form of e-mail or via a data box)

for the delivery of documents based on the Agreement/these Terms and Conditions.

7.3. If the relationship established by the Contract contains an international (foreign) element, then such relationship is governed exclusively by the legal order of the Czech Republic.

7.4. The seller reserves the right to withdraw from the Agreement due to being out of stock, unavailability of goods, or when the manufacturer, importer or external supplier has interrupted the production or import of goods due to sudden circumstances. In that case, the Seller must deliver a written withdrawal from the Contract to the Buyer and return the funds (the price already paid, or the deposit) to the Buyer's bank account within 14 days from the delivery of the notice of withdrawal from the Contract.

7.5. The Seller is also entitled to withdraw from the Contract if the Buyer does not properly and timely pay the Seller an advance payment in accordance with Article 3.7 of these Terms and Conditions.

7.6. If any provision of these Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

7.7. These Terms come into force and effect on [*]. These Terms and Conditions replace in their entirety all previous general business terms and conditions issued by the Seller.