**GENERAL TERMS AND CONDITIONS – VEHICLE SALES (ENTREPRENEUR)**

*within the meaning of Sec. 1751 of the Act No. 89/2012 Coll., Civil Code*
*(hereinafter referred to as the "**Civil Code**")*

## I.
## Introductory Provisions

1. The Seller is the company DAJBYCH, s.r.o., reg. No.: 62622099, with its registered office at Weberova 1234/1a, Košíře, 150 00 Prague 5, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, under file No. C 378558 (hereinafter referred to as the "***Seller***").
2. The Seller is an authorized dealer of Jaguar and Land Rover vehicles in the Czech Republic.
3. The subject matter of these General Terms and Conditions (hereinafter referred to as the "***GTC***") is the regulation of the rights and obligations of the contracting parties arising from the purchase contract *(order),* the subject of which shall be the Seller's obligation to deliver to the buyer a motor vehicle of the Jaguar or Land Rover brand as specified in the purchase contract (hereinafter referred to as the "***Vehicle***") and to allow the buyer to acquire the right of ownership of the Vehicle and the buyer's obligation to take over the Vehicle and pay the purchase price (hereinafter referred to as the "***Purchase Contract***").
4. The Seller concludes the Purchase Contract exclusively in writing. The Seller does not enter into contractual relations concerning the sale of Vehicles on the basis of a legal negotiations, which is not in the written form (i.e. the Purchase Contract concluded in a form other than written shall not be binding on the Contracting Parties).
5. The buyer means a person who enters into a Purchase Contract with the Seller or otherwise deals with the Seller in connection with the conclusion of a Purchase Contract (hereinafter referred to as the "***Buyer***"; the Seller and the Buyer jointly referred to as the "***Contracting Parties***" or individually as the "***Contracting Party***"). These GTC shall not apply to legal negotiations between the Seller and a person who, beyond the scope of his/her trade, business or profession, enters into a Purchase Contract with the Seller or otherwise deals with him (*consumer*).
6. These GTC form an integral part of the Purchase Contract concluded between the Seller and the Buyer within the meaning of Sec. 1751 of the Civil Code.

## II.
## Purchase Price and Payment Terms

1. In accordance with the provisions of Sec. 2118 of the Civil Code, the Buyer shall be obliged to pay the Seller the purchase price agreed in the Purchase Contract. For the purposes of legal relations between the Contracting Parties, the purchase price shall mean the sum of the basic price of the Vehicle, the price of the equipment, accessories and supplements of the Vehicle ordered by the Buyer, and any value added tax pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended, and other taxes and fees stipulated by valid and effective legal regulations as of the date of issuance of the tax document, which shall be associated with the transfer of ownership and placing Vehicle in service (hereinafter referred to as the "***Purchase Price***").
2. **The Contracting Parties hereby acknowledge and expressly agree that the Purchase Price of the Vehicle stated in the Purchase Contract shall be only a preliminary and indicative price, which was calculated on the date of conclusion of the Purchase Contract with regard to the price list of the importer/manufacturer valid on the date of signing the Purchase Contract, whereas this Purchase Price may be changed before or upon delivery of the Vehicle. In the event that, after the conclusion of the Purchase Contract, there is any change in the price or other conditions set by the Vehicle manufacturer or importer (including changes in the model year, changes in the price and equipment structure, issuance of a new price list or general price increase, etc.), the Seller shall be entitled to unilaterally recalculate or increase the Purchase Price compared to the preliminary price indicated in the Purchase Contract and the Buyer shall be obliged to pay the Purchase Price recalculated by the Seller in this manner. The Buyer expressly agrees with the above-mentioned procedure. In the event that the preliminary Purchase Price is increased by more than 10%, the Buyer shall be entitled to withdraw from the Purchase Contract.**
3. The Buyer shall be obliged to pay the Purchase Price for the delivery of the Vehicle in the manner stipulated in the Purchase Contract. Unless the method of payment of the Purchase Price is agreed in the Purchase Contract, the Purchase Price shall be paid in two payments (the first part of the Purchase Price and the second part of the Purchase Price). The maturity and amount of the first part of the Purchase Price (the deposit) shall be agreed in the Purchase Contract. If the maturity and amount of the first part of the Purchase Price are not stipulated in the Purchase Contract, the Buyer shall be obliged to pay the first part of the Purchase Price in the amount of 10% of the total Purchase Price within fourteen (14) days from the conclusion of the Purchase Contract. The maturity of the second part of the Purchase Price (the additional payment) shall occur ten (10) days after the Seller delivers the request for the additional payment of the Purchase Price to the Buyer. The request for the additional payment of the Purchase Price shall be delivered to the Buyer in the manner agreed by the Contracting Parties in these GTC for mutual delivery. The request for additional payment of the Purchase Price may also be delivered in the form of an e-mail message (i.e. by sending the request for the additional payment of the Purchase Price to the Buyer's e-mail address). The request for the additional payment of the Purchase Price shall not be sent to the Buyer until the Vehicle has been physically delivered by the manufacturer to the address of the Seller's premises, unless the Contracting Parties agree otherwise.
4. The issuance and delivery of a tax document (e.g. issuance and delivery of an advance invoice) shall also be deemed to be a request for the additional payment of the Purchase Price. Tax documents shall be delivered to the Buyer in the manner agreed by the Contracting Parties in these GTC for mutual delivery. Tax documents can also be delivered in the form of an e-mail message (i.e. by sending the tax document to the Buyer's e-mail address). If the tax document is received by the Buyer in person, the Buyer shall confirm its delivery by signing the tax document.
5. The obligation to pay the Purchase Price shall be deemed to be fulfilled in accordance with Sec. 1957 (1) of the Civil Code by crediting the full amount of the Purchase Price to the Seller's bank account specified in the Purchase Contract.
6. The Contracting Parties are aware of the fact that the Seller is an obligated entity for value added tax and the Purchase Price in the Purchase Contract pursuant to Article II., par. 1., 2. of

these GTC shall always be increased by the relevant amount corresponding to the value added tax according to the relevant valid and effective tax regulation, unless the Purchase Price is already explicitly stated in the Purchase Contract with this tax.

7. **In case the Buyer shall be in default with the payment of the Purchase Price according to Article II. of these GTC, the Buyer shall be obliged under Sec. 2048 of the Civil Code to pay the Seller a contractual penalty of 0.05% per day of the unpaid Purchase Price.**

## III.
## Transfer of ownership, Vehicle handover

1. The Seller shall be obliged to deliver the Vehicle to the Buyer within a reasonable period of time, taking into account the current situation on the relevant market and the current possibilities of the manufacturer. The deadline for delivering the Vehicle, if any, specified in the Purchase Contract shall be for indicative purposes only. The Buyer acknowledges that the deviation in the delivery date is usually in the range of up to 10 months. A reasonable period for the delivery of the Vehicle shall be considered to be the day/month specified in the Purchase Contract as the expected time/date of delivery of the Vehicle. In accordance with Sec. 2898 of the Civil Code, the Buyer hereby waives its right to compensation for any damages caused by the Seller's delay in delivering the Vehicle. The Buyer further acknowledges and agrees that the actual delivery date of the Vehicle, which may differ from the original delivery date, may also affect individual equipment items of the Vehicle or its technical, functional or aesthetic characteristics (e.g. there may be a deviation from the colour shade of the selected colour, etc.), in particular as a result of changes in production or as a result of the transition to a new model year. Certain items of the Vehicle's equipment or some of its technical, functional or aesthetic characteristics may be changed as a result of the above and may not be available on the date of actual delivery of the Vehicle, or may be modified or replaced, to which the Buyer agrees and acknowledges this fact.
2. The Buyer is obliged to take over the Vehicle at the Seller's registered office or business premises, after a prior request from the Seller, which may be made by telephone, e-mail or in any other manner agreed by the Contracting Parties in these GTC for mutual delivery. The Seller has premises at Weberova 1234/1a, 150 00 Prague 5 and at Na Výsluní 35, 326 00 Pilsen.
3. The Buyer shall be obliged to take over the Vehicle within five (5) days from the date the Seller requested him to take over the Vehicle. **In the event of the Buyer's delay in taking over the Vehicle, the Seller shall be obliged to store the Vehicle and the Buyer shall have a corresponding obligation to pay a fee for storage pursuant to Section 2159(3) of the Civil Code in the amount of CZK 500 per day. The Buyer shall bear the risk of any damage to the Vehicle in the case of the preceding sentence. In the event of a delay pursuant to the first sentence of this paragraph, the Seller also shall have the right to withdraw from the Purchase Contract. In the event of a delay pursuant to the first sentence of this paragraph, the Buyer shall be obliged to pay the Seller the contractual penalty in accordance with the provisions of the Sec. § 2048 of the Civil Code in the amount of 10% of the Purchase Price, no later than within five (5) working days from the date on which the Buyer is requested to pay the penalty.**
4. In the event that the Vehicle is for any reason not possible to deliver, handover and/or transfer the ownership of the Vehicle to the Buyer, the Seller shall notify the Buyer of this circumstance in the manner agreed by the Contracting Parties in these GTC for mutual delivery or by e-mail to the Buyer's e-mail address, provided that if the Buyer does not express the will to modify the concluded Purchase Contract with respect to the subject of performance and the Purchase Price *(i.e. if the Buyer does not express the will to purchase another Vehicle at the proposed Purchase Price)* within fourteen (14) days from the date of delivery of the notification, the Purchase Contract shall be terminated without further delay. If the Purchase Contract is terminated for the reasons in the previous sentence, the Contracting Parties shall be obliged to return everything that has been performed under the Purchase Contract, provided that the Buyer acknowledges and expressly agrees that the deposit provided under Article II. of these GTC shall be returned to the Buyer without any additional charges (especially interest). The Contracting Parties agree that the impossibility of performance under the first sentence of this paragraph means in particular, but not exclusively, the termination of the production of the Vehicle model, a significant change in the technical specification of the Vehicle (engine, volume and weight, external dimensions, safety parameters, equipment and functionality), and other circumstances objectively preventing the Seller from delivering the Vehicle to the Buyer in accordance with the Purchase Contract.
5. **According to the Sec. 2132 of the Civil Code, the ownership of the Vehicle is acquired by the Buyer only upon full payment of the Purchase Price. According to the provisions of the Sec. 2121 of the Civil Code, the risk of damage to the Vehicle shall be transferred to the Buyer at the moment of taking over the Vehicle from the Seller or at the moment the Buyer is in default with the handover of the Vehicle, i.e. if the Buyer does not take over the Vehicle although the Seller has allowed the Buyer to dispose of it.**
6. **In the event that the Buyer is in default with the payment of the Purchase Price or in the delay with the handover of the Vehicle for more than ten (10) days, the Buyer shall no longer be entitled to any discount on the Purchase Price provided by the Seller and the Purchase Price shall be increased by such amount.**
7. The Buyer undertakes to confirm the handover of the Vehicle to the Seller in the handover protocol with his/her signature or the signature of a person authorized to act on its behalf on the basis of a power of attorney with an officially certified signature. The Buyer agrees that the Vehicle shall be handed over to the Buyer only after verification of identity (with an identity card) and authorization to act on behalf of the Buyer.
8. The Buyer further undertakes to, at the time of the handover at the latest, properly inspect the Vehicle, including its equipment, documents and accessories, to ascertain its characteristics and become acquainted with its technical condition, to take a test drive with it and to indicate in the handover protocol drawn up with the Seller all obvious defects, deficiencies and other facts that may establish Buyer's rights under the defective performance.
9. The registration or change of the owner and/or operator in the register of motor vehicles shall be ensured by the Seller. The Buyer shall be obliged to provide the Seller with a power of attorney with an officially certified signature for the purpose of registering the Buyer as the new owner of the Vehicle in the register of motor vehicles.

## IV.
## Withdrawal from the Purchase Contract

1. The Contracting Party is entitled to withdraw from the Purchase Contract only for the reasons specified in the law or for the reasons stated in these GTC or the Purchase Contract.
2. If the Buyer is in default with the payment of the Purchase Price pursuant to Article II. Of these GTC, the Seller shall be entitled to withdraw from the Purchase Contract after the expiry of an additional reasonable period. A reasonable period according to the previous sentence shall be defined as the expiry of ten (10) days from the date of the agreed maturity of the Purchase Price (advance payment or additional payment). **The Buyer undertakes to pay the Seller a contractual penalty in the amount of the entire advance payment (up to a maximum of 10% of the Purchase Price) in the event the Buyer is in default with the payment of the Purchase Price and thus breaches its obligation to pay the Purchase Price to the Seller properly and on time.** Within the meaning of Sec. 2005 (2) of the Civil Code, the withdrawal from the Purchase Contract does not affect the Seller's right to payment of the contractual penalty. The payment of the contractual penalty under this provision does not affect the right to full compensation for any damages.
3. The Buyer shall not be entitled to interest (or other accessories) on the amount of funds returned to the Buyer by the Seller in the event of termination of the Purchase Contract, whether as a result of withdrawal from the Purchase Contract or for any other reason.

## V.
## Liability for Defects, Notification of Defects

1. The provisions of Section 2099 et seq. of the Civil Code shall apply in legal relationships established by a Purchase Contract, unless otherwise stipulated in this Article. The Buyer does not reserve any special characteristics that the Vehicle should have or that the Buyer expects it to have.
2. The provision of another thing is also considered to constitute a defect (e.g. delivery of a vehicle of the different brand). Fault in the documents necessary for the use of the Vehicle shall be also considered a defect.
3. In legal relations between the Seller and the Buyer, the provisions of the Sec. 2111 of the Civil Code shall apply in full. The Buyer shall be also obliged to notify any defects in writing and to deliver this notification in the manner agreed by the Contracting Parties in these GTC for mutual delivery, since only in this way shall the notification of defects be deemed to have been effectively delivered and legal consequences shall arise on the basis of it.
4. **The Buyer shall be obliged to notify the Seller of the defect without undue delay after the Buyer has been able to discover the defect by timely inspection and sufficient care. The Buyer shall be obliged to notify obvious defects to the Seller at the latest at the moment of the handover of the Vehicle**. **The Buyer is obliged to notify the Seller of hidden defects without undue delay after the Buyer has been able to discover them with reasonable care, but no later than one (1) month after the handover of the Vehicle.**
5. The Buyer shall not be entitled to the right of defective performance if the Buyer caused such defect himself. In particular, the Seller shall not be liable for defects in the Vehicle if such defects were caused by the use of the Vehicle in a contrary manner to the instructions for use, the instructions for its maintenance *(service manual),* in contrary of the usual vigilant use of things of this kind or by intentional or negligent interference with the integrity of the Vehicle or interference affecting the integrity of the Vehicle, whether caused by the Buyer or by another owner of the Vehicle. The Contracting Parties further agree that the Seller's liability for defects, if any, shall cease in the event the Buyer has handed over the Vehicle to a third party that is not an authorised repairer of Jaguar or Land Rover vehicles or is not a contractual partner of the general importer/manufacturer for repair or any factual actions affecting the maintenance or servicing of the Vehicle. Furthermore, the Seller shall not be responsible for any defects in the Vehicle that were caused as a result of interference with the Vehicle by the Buyer or a third party consisting of the implementation of unapproved modifications by the Vehicle manufacturer, e.g. any tuning of the Vehicle, i.e. installation of any unauthorized part or modifications (e.g. gps systems, anti-radar, tracking systems, etc.). For the avoidance of any doubt, the Contracting Parties hereby expressly agree that deterioration of the Vehicle (or its equipment) caused by its usual use shall not constitute a defect in the Vehicle and the Buyer shall not be entitled to the right of defective performance in such a case.
6. The Buyer shall be obliged to unconditionally observe the service intervals of the Vehicle. The service intervals of the Vehicle shall be determined by the document "Schedule of Regular Service Inspections", signed, and accepted by the Buyer upon handover of the Vehicle. The Buyer acknowledges that failure to observe the service interval shall result in the extinction of all rights of the Buyer arising from defective performance under this Article.
7. **In the case of a removable defect, the Buyer shall have the exclusive right to have the defect removed by repairing the Vehicle and shall has no other right from defective performance. The Buyer shall have the right to a reasonable discount on the Purchase Price and other rights from defective performance in the event that the defect is irremovable. The Seller may refuse to remove the removable defect, especially if removal is prohibitively expensive in view of the significance of the defect and the value that the Vehicle would have had without such defect. In such a case, the Buyer shall have the same rights as in the case of an irremovable defect, i.e. in particular the right to a reasonable discount on the Purchase Price. The Seller or the manufacturer shall decide whether the defect is removable or irremovable. In case of doubt, the nature of the defect in question shall be determined by an independent expert. In the event of the return of the Vehicle to the Seller as a result of withdrawal from the Purchase Contract, the rights and obligations of the Contracting Parties arising from Sec. 2110 of the Civil Code shall not be affected in any way.**
8. After proper notification of the defect, the Buyer shall be obliged to deliver the Vehicle to the Seller without undue delay for the purpose of assessing the nature and extent of the notified defect in order to allow the defect to be examined, no later than within seven (7) days from the date of notification of the defect. If the time limit according to the previous sentence is not maintained, the Buyer shall lose all rights arising from the defective performance. The Seller shall always be entitled to his own assessment of the defect. In the event that the Buyer frustrates this right (e.g. by removing a defect), the Buyer shall also lose all possible rights arising from defective performance.
9. The method of removing the defect shall be determined by the Seller according to the nature of the defect. The Contracting Parties further agree that the Seller shall be

obliged to remove the properly and timely notified defect within a period of time appropriate to the nature and character of such defect. In case of doubts about the adequacy of the period according to the previous sentence, the Seller's view shall prevail. A reasonable period of time is always at least sixty (60) days from the date of delivering the Vehicle to the Seller.

10. For the purposes of exercising the Buyer's rights arising under defective performance, the Purchase Price of the Vehicle after deduction of all discounts provided to the Buyer by the Seller is considered to be the Purchase Price of the Vehicle.
11. The Buyer shall be entitled to exercise the rights arising from defective performance and other rights arising from the breach of the Purchase Contract, with the Seller – the company DAJBYCH, s.r.o., reg. No. 62622099, with its registered office at Weberova 1234/1a, Košíře, 150 00 Prague 5, registered in the Commercial Register maintained by the Municipal Court in Prague, under the file No. C 378558, at the its premises at Weberova 1234/1a, 150 00 Prague 5, or Na Výsluní 35, 326 00 Pilsen.

## VI.
## Quality Guarantee

1. The Seller hereby guarantees, within the meaning of Sec. 2113 et seq. of the Civil Code, that under normal use of the Vehicle, the Vehicle shall be fit for use for its usual purpose throughout the warranty period and that it will retain its normal characteristics. Land Rover vehicles warranties last for a period of five (5) years or up to 150,000 km have been driven, whichever comes first. Jaguar warranties lasts for a period of five (5) years or up to 150,000 km have been driven, whichever comes first.
2. The warranty period for new Vehicles always starts from the moment of their handover by the Buyer. In the case of Vehicles have already been registered, the warranty period begins to run upon the placing Vehicle into service, or from the date of commencement of the warranty period specified in the document "Schedule of Regular Service Inspections", which shall prevail in such case. Already registered vehicles include, for example, demonstration vehicles, reference vehicles, or other vehicles that cannot be considered new.
3. **Within the warranty period, the Buyer shall have the right to have the defect repaired in the event of a defect covered by the warranty (hereinafter referred to as the "*Warranty Defect*"). No other rights under the warranty in the case of the Warranty Defect shall be granted to the Buyer. In particular, in the event of the Warranty Defect, the Buyer shall not be entitled to withdraw from the Purchase Contract, to a reasonable discount on the Purchase Price or to deliver a new vehicle without defects. However, this shall be without prejudice to the rights and obligations of the Contracting Parties arising from the provisions of Art. V. of these GTC, i.e. this arrangement shall not affect the Buyer's right to exercise rights of defective performance pursuant to Art. V. of these GTC.**
4. For the warranty to be valid, the Buyer shall be obliged to unconditionally observe the service intervals of the Vehicle. The service intervals of the Vehicle shall be determined by the document "Schedule of Regular Service Inspections", signed and accepted by the Buyer upon handover of the Vehicle. The Buyer acknowledges that failure to observe the service interval shall void the warranty and the Buyer shall no longer be entitled to successfully exercise any rights under the warranty.
5. The rights under the warranty shall not be granted to the Buyer if the Warranty Defect was caused by the Buyer. In particular, the Seller shall not be responsible for any Warranty Defects of the Vehicle if the Buyer or a third party has interfered with the Vehicle by making unapproved modifications by the manufacturer, e.g. any tuning of the Vehicle, i.e. installation of any unauthorized part or modifications (e.g. gps systems, anti-radar, search systems).
6. **The Buyer confirms that the Seller has informed the Buyer prior to the conclusion of the Purchase Contract and has specifically warned the Buyer that the information about the vehicles offered by the Seller and presented in promotional and advertising materials (in advertising), via electronic means (internet), on signboards, banners, production and other labels, operating instructions, etc., or in other public statements, may not correspond to the actual condition of the Vehicle (i.e. the actual characteristics and parameters of the Vehicle), and are not part of the Seller's offer, these information are generally only indicative and/or intended for comparison with other types or kinds of comparable vehicles, and the fuel consumption information stated in particular in the vehicle documentation have been determined by measurements carried out under the conditions set out in the applicable legislation and may not correspond to the consumption during the actual operation of the Vehicle. However, the Vehicle must be usable for its usual purpose and must not have worse characteristics than other vehicles of the same brand, type and equipment in normal operation.**
7. The Contracting Parties hereby expressly exclude the application of Sec. 2113 (2) of the Civil Code and Sec. 2114 (1) of the Civil Code.
8. In order to successfully exercise any rights arising from the warranty, the Buyer shall be obliged to notify the Seller of this fact without undue delay after Buyer has been able to discover the Warranty Defect with reasonable care. At the same time, the Buyer shall be obliged to bring the Vehicle to an authorised Jaguar and Land Rover service center without undue delay after notification of the Warranty Defect in order to have the Warranty Defect examined, but no later than within seven (7) days from the date of proper and timely notification of the Warranty Defect. Failure to observe the time limits described above, the Buyer forfeits all rights arising from the warranty. The Seller always has the right to his own assessment of the defect. In the event that the Buyer frustrates this right (e.g. by removing a defect), it also forfeits all possible rights under the warranty.

## VII.
## Protection of personal data

1. The Buyer hereby agrees to the processing of the Buyer's personal data within the meaning of Act No. 110/2019 Coll., on the Protection of Personal Data, as amended. The Seller undertakes to handle all personal data in accordance with applicable legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
2. The Buyer declares that the Seller as the controller of personal data:
   - informed the Buyer that in connection with the conclusion of the Purchase Contract, the performance of the Purchase Contract and the related services, it is essential for the

Seller to process certain personal data about the Buyer's person;
- informed the Buyer with the scope, purpose and other conditions of personal data processing carried out in connection with the conclusion of the Purchase Contract, the performance of the Purchase Contract and the related services (including the necessity of transferring personal data to third parties, such as vehicle manufacturers, their importer, etc.), and that the Buyer has become acquainted with the Principles of Personal Data Processing and Protection (hereinafter referred to as the "***Principles***"), which have been submitted to the Buyer by the Seller (a copy of which is available on the www.dajbych.cz website);
- informed the Buyer that the Buyer's personal data obtained by the Seller in connection with the conclusion of the Purchase Contract may also be processed by the Seller if such processing is required by legal regulations binding on the Seller or on the basis of the Seller's legitimate interests (e.g. the interest in protecting the Seller's legal interests (claims), interest in ensuring the safety and security of property and persons or the Seller's interest in marketing, promotion and advertising of the Seller's services), to the extent further specified in the Principles;
- instructed the Buyer of its rights related to the processing of the Buyer's personal data described above;
- informed the Buyer that the Seller can be contacted in person or in writing at the address of the Seller's registered office; via e-mail address gdpr@dajbych.cz possibly via the Seller's data box, in matters relating to the processing of personal data and their protection.

3. By signing the Purchase Contract, the Buyer confirms that has been notified of the right of access to personal data maintained about the Buyer by the Seller and of other Buyer's rights arising from generally binding legal regulations governing the protection of personal data. The Buyer further agrees that may withdraw consent to the processing of personal data only in writing.

## VIII.
## Delivery

1. Unless otherwise stipulated in the Purchase Contract or these GTC, all notifications, requests, demands or other communications issued by either Contracting Party under the Purchase Contract or these GTC (hereinafter referred to as the "***Notice***") shall be issued in writing and shall be deemed to have been duly issued when delivered to the relevant Contracting Party in person, by a courier service providing confirmation of delivery, by registered post (i.e. by post, confirming the submission of the postal item by a postal delivery slip on which the information filled in by the sender is confirmed to be the same as on the postal item) to the address of the relevant Contracting Party specified in the Purchase Contract, or to such other address as the relevant Contracting Party may specify in the notice sent to the other Contracting Party, or to its registered office address listed in the Commercial Register, or by delivery to the data box of the relevant Contracting Party. In the cases expressly stated in the Purchase Contract or in these GTC, the notification may be issued and delivered by e-mail or by telephone (to such e-mails and telephone numbers that the Contracting Parties may agree on for this purpose (whether in the Purchase Contract or these GTC) or that the Contracting Parties may communicate to each other in writing in connection with a specific agreement).
2. All notices issued pursuant to the Purchase Contract (or these GTC, which form an integral part of the Purchase Contract) shall be deemed to have been delivered:
   - on the day of physical receipt by the addressee in the case of personal or courier delivery; or
   - on the date indicated on the delivery receipt in the case of delivery by registered post; or
   - in the event that the notice is not delivered/given to the relevant Contracting Party for any reason on the fifth (5th) business day after the notice is sent; or
   - in the event that the Contracting Party has an established data box, on the day of delivery, but no later than on the tenth (10th) day following the date of delivery of the notification to the data box of the other Contracting Party; or
   - in the case of an e-mail, upon the expiry of two (2) hours after the e-mail has been sent to the other Contracting Party.
3. The Contracting Parties shall be obliged to notify each other of any change in contact details without delay. A breach of the obligation of the Contracting Party to notify the other Contracting Party of a change in the contact details shall be charged to the Contracting Party that breached the notification obligation. The Contracting Parties may change their contact details upon written notice to the other Contracting Party.

## IX.
## Final Provisions

1. In order to protect the Jaguar and Land Rover brands and to properly fulfill the vehicle's manufacturer obligations to professional organizations and the International Organisation of Motor Manufacturers (Organisation Internationale des Constructeurs d'Automobiles), the Buyer shall not be entitled to demonstrate the Vehicle at exhibitions, fairs, races, competitions, shows of any kind and similar public events without the prior written consent of the importer/manufacturer, if the purpose of such demonstration is, among other things, to demonstrate the Vehicle's characteristics, technical or driving qualities.
2. **The Buyer hereby declares that it buys the Vehicle as its end customer (user). The Buyer further declares that it is not buying the Vehicle for the purpose of its resale. Resale shall mean all transactions by which the Buyer effectively sells the Vehicle to a third party, regardless of the legal title or form of the transaction in question by which such resale is made. The Buyer undertakes not to take any legal action or acts constituting the characteristics of resale for a period of six (6) months from the date of handover of the Vehicle. The Contracting Parties agree that the Seller shall be entitled to withdraw from the Purchase Contract without further notice in case of a reasonable suspicion that the Buyer is not an end customer and/or buys the Vehicle for the purpose of its resale. The Seller shall also be entitled to withdraw from the Purchase Contract without further notice in the event that the Buyer breaches the prohibition on resale within a period of six (6) months from the date of the handover of the Vehicle.**
3. **In legal relations between the Seller and the Buyer, the provisions of Sec. 1764 to 1766 of the Civil Code and furthermore the provisions of Sec. 558 (2) and Sec. 1740 (3) of the Civil Code shall not apply.**

4. In accordance with Sec. 564 of the Civil Code, the creation, change or extinction of legal consequences intended by the Purchase Contract and these GTC may be made solely and exclusively in written. Acting in any other form shall not produce any legal consequences between the Contracting Parties.
5. The term "day" used in these GTC shall mean a calendar day, unless otherwise expressly stated in these GTC.
6. The Buyer acknowledges that upon the purchase of the Vehicle for its business purposes and claiming a VAT refund, the final VAT deduction is subject to the determination of the relevant tax authority. The Seller shall not be responsible to the Buyer for the VAT refund.
7. If it appears that the Buyer's representative has provided the Seller with false or incomplete information about his/her authorization/mandate, the representative undertakes to compensate the Seller for any damage incurred as a result.
8. The payment of the contractual penalty under the Purchase Contract or these GTC shall not affect the Buyer's obligation to compensate for any damage caused by the Buyer to the Seller by breaching the obligation secured by the contractual penalty in question, including damage exceeding the contractual penalty in question.
9. The Buyer may not transfer or assign rights (claims) or obligations under the Purchase Contract or these GTC to a third party without the prior written consent of the Seller.
10. The Seller shall be entitled to unilaterally offset claims arising under the Purchase Contract or these GTC (in particular claims for the payment of the contractual penalty) against the Buyer's claims arising under the Purchase Contract or these GTC (in particular claims for the repayment of the funds already provided to the Seller for the payment of the Purchase Price). Similarly, the Buyer shall be entitled to offset these reciprocal claims. The Contracting Parties agree that the claims in question may be offset even if they are not due at the time of offset.
11. The Buyer (natural person) hereby declares that he/she has informed his/her spouse of the intended purchase of the Vehicle and that he/she has given his/her consent to the purchase of the Vehicle. The Buyer undertakes to deliver the written consent of the spouse to the Seller at the latest before the handover of the Vehicle. In the event that the Buyer fails to fulfil the obligation under the previous sentence properly and on time, the Seller shall be entitled to withdraw from the Purchase Contract and demand compensation from the Buyer for the damage incurred as a result of the breach of such obligation.
12. With regard to the fact that the Seller is a person obliged to identify the Buyer within the meaning of Act No. 253/2008 Coll., on Certain Measures against the Legalization of Proceeds of Crime and Terrorist Financing, as amended, the Seller records the information about the Buyer and the person who acts in the transaction on behalf of the Buyer and verifies and archives it according to the submitted documents. By signing the Purchase Contract, the Buyer and its representative, if any, confirm and declare that the submitted identity document(s) is/are valid and that he/she has no objections to the identification made, and that he/she gives explicit consent to the Seller to make a copy of the identity card and to store the data and copy(s) by the Seller for the period stipulated by law exclusively for the purposes of Act No. 253/2008 Coll.
13. The rights and obligations of the Contracting Parties not expressly regulated in these GTC or in the Purchase Contract shall be governed by the relevant provisions of the Civil Code.
14. The Contracting Parties have agreed that in accordance with Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, the District Court for Prague 5 shall have territorial jurisdiction to resolve disputes arising from the Purchase Contract or from these GTC, and in the case of substantive jurisdiction of the Regional Courts, the Municipal Court in Prague shall have territorial jurisdiction.
15. Pursuant to Article 3 (1) Regulation No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I), all legal relations arising from the Purchase Contract shall be governed by the laws of the Czech Republic.
16. In accordance with Section 7 of Article 25 (1) (a) of Regulation (EU) No. 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, the courts of the Czech Republic, as a Member State of the European Union in which the Seller has its registered office, shall have jurisdiction in the event of a future dispute arising out of the legal relationship based on the Purchase Contract.
17. **Different arrangements between the Buyer and the Seller contained in the Purchase Contract concluded between Contracting Parties shall prevail over the provisions of these GTC.**
18. The Seller shall be entitled to change these GTC at any time. However, the amendment to these GTC shall not affect the rights and obligations of the Contracting Parties arising from already concluded Purchase Contract, for which the GTC version valid and effective at the time of the conclusion of the respective Purchase Contract shall always apply and be decisive.
19. These GTC come into force and effect on 1.6.2023.

The Buyer hereby confirms that prior to signing the Purchase Contract, the Buyer has become thoroughly acquainted with these GTC, the Buyer fully and unreservedly agrees with the content of these GTC, all statements stated in these GTC are correct, the Buyer does not aware of any obstacles that would prevent the conclusion of the Purchase Contract, and in witness thereof, the Buyer attaches his/her handwritten signature or the signature of a person authorized to act on behalf of the Buyer below.

On _____

_____

Buyer's signature