

Terms and Conditions

1. Introductory provisions

These Terms and Conditions (hereinafter also referred to as the "Terms and Conditions" or "T&C") govern the relationship between the Customer (hereinafter also referred to as the "Customer") and the Supplier in the performance of services relating to moving, clearing, removal to a collection yard, etc. (hereinafter also referred to as the "Removal"). These relationships are furthermore governed, in particular in the points not covered by these Terms and Conditions, by Act No. 89/2012 Coll., the Civil Code and related legislation. These Terms and Conditions shall apply in the version published on the Supplier's website on the date of dispatch of the binding order or acceptance of the offer by the Supplier. By sending a binding order or accepting an offer from the Supplier, the Customer confirms that it has read the Terms and Conditions, understands them and agrees to them without reservation.

Supplier Information:

Stěhování Ježko s.r.o.

Zbraslavská 12/11, Malá Chuchle

159 00 Praha

Phone number: +420775623372

ID NO.: 14294281

VAT: CZ14294281

Email: info@stehovanikulovyblesk.cz

Website: www.stehujemepraha.cz

2. Inquiry, ordering services, order confirmation, order cancellation, withdrawal from contract

- Non-binding inquiry
- Binding order
- Contract conclusion
- Order cancellation
- Cancellation of contract by the supplier
- Order postponement

Non-binding request for services

The Customer may make an enquiry (non-binding order) for services by means of distance communication, i.e. in particular by telephone or, where appropriate, by means of a form published on the Supplier's website (hereinafter referred to as the "web interface") or by e-mail (hereinafter referred to as the "distance method"), or also by agreement with the Supplier in person in writing. On the basis of

the request, the supplier shall draw up a quotation for the services, including a price estimate. An enquiry shall not be deemed to be an order for services.

Binding order

The Customer shall place a binding order for services (hereinafter referred to as 'order'), in particular by telephone, e-mail or SMS, or in writing, or by receipt of

the Supplier's offer pursuant to the preceding paragraph, at the latest 24 hours before the requested performance of the services, unless the Customer and the Supplier agree otherwise. The Supplier may invite the Customer, who has placed his order by telephone, to deliver it by any of the other delivery methods mentioned above in order to authorise it. Each order must be confirmed by the Supplier, usually verbally, but if one of the parties insists on it, it is confirmed in writing (by text message or e-mail or in writing at a personal meeting).

Conclusion of the contract

The verbal confirmation of a binding order by the supplier leads to the acceptance of the proposal and therefore to the conclusion of the removal contract by implication (a "contract" is created), unless one of the parties insists on a written contract.

Order cancellation by the customer

The customer may unilaterally cancel his binding order free of charge until it has been confirmed by the supplier or by mutual agreement of both parties within 24 hours before the start of the move. In other cases where the client cancels the order less than 24 hours before the execution of the order, the client shall pay the costs incurred by the supplier for the execution of the order (travel and personnel costs, etc.) according to the supplier's price list.

Withdrawal from the contract by the supplier

The Supplier reserves the right to cancel the order or part of it without penalty in the event of a so-called force majeure event, i.e. circumstances that the Customer could not have foreseen or averted, such as a natural disaster, accident, traffic accident, governmental measures, etc. In such cases, the client will be contacted immediately and a further course of action will be agreed with the client. If the customer has already paid part or all of the contract price, this amount will be returned to the customer's account or address without delay.

Change of order date

Notwithstanding the above, the Supplier reserves the right to postpone the start of the contract without penalty for reasons of special consideration. Such reasons shall include, in particular, delays in completing the previous contract which could not have been foreseen. The Supplier guarantees the execution of the contract on the agreed calendar day. If there are serious reasons why the order cannot be carried out on the agreed date, the client and the supplier shall agree on another date.

Price list

The price list is published on the supplier's website at <https://www.stehujemepraha.cz/ceny-nasich-sluzeb/>. The Supplier reserves the right to change the Price List by publishing it on its website at least 1 day before the change takes effect.

3. Payment terms

- Cash
- Bank transfer in advance as a deposit for services
- By bank transfer after the service has been provided with invoice due (10 days)

Payment of the contract price shall be made by the customer in cash in principle, after completion and settlement of the contract. The Supplier shall issue a receipt or "receipt slip", unless the Supplier and the Client agree otherwise in advance. If the client and the contractor so agree in advance, payment of the contract price may, subject to the conditions set out below, also be made by bank transfer in advance with a cash advance in the amount of the estimated contract price in advance. Upon completion and settlement of the contract, the balance or overpayment will be invoiced and refunded, with both the overpayment and the balance due within 10 days of completion of the contract; or by Bank Transfer, payable as per invoice. If no due date is stated on the invoice, the contract price is payable within 10 days of completion of the contract. The method of payment of the contract price must be agreed between the parties no later than before the commencement of the contract. Payment for services by bank transfer on the basis of an invoice must be agreed in advance, especially in the case of large-scale relocation of companies, offices, institutions, etc., and only when the order is made by e-mail or in writing by a person authorized to act on behalf of the company or institution when ordering services.

The customer must submit an extract from the Commercial Register or similar register and provide billing information at the time of ordering or at the latest before the move begins. In the event that the invoice is not paid by the customer in time, the customer's employee shall first urge the customer by telephone or e-mail with a request for payment. In the event that the customer fails to pay the claim despite the urging, the matter is referred to legal proceedings. The Supplier shall charge a fee of CZK 1,000 (one thousand Czech crowns) for processing and sending the written out-of-court demand for payment of the debt; this fee shall be reflected in the invoice issued by the Customer and sent together with the demand. In the event of non-payment of the amount due on the basis of this written out-of-court demand, which the Supplier considers to be a last attempt at conciliation, the Supplier is prepared to pursue its claim against the Client by legal means, in particular by filing a lawsuit with the locally competent court through the chosen law firm. These relations are furthermore governed, in particular in points not covered by these Conditions, by Act No. 89/2012 Coll., Civil Code, and related legislation.

4. Cooperation of the Client

The Client is obliged in its own interest to provide the necessary assistance during the removal, in particular:

- cupboards, safes and similar items are locked or otherwise secured against opening during the move and no items are inside; if any items are inside, the Customer must notify the Supplier before the move and provide the Supplier with a list of the items enclosed inside;

- ensure that the items to be moved are guarded during the move when they are not at the disposal of the movers, in particular when they are not in a locked property or in the closed cargo area of the moving truck or are not currently in the possession of the movers (loading, unloading);
- to draw attention to items of a special nature, e.g. of a large value, special shape or material, etc. The supplier reserves the right not to move the following items in particular:
 - a. items and objects endangering human life or health, e.g. explosives, weapons, narcotic and psychotropic substances, flammable substances with low flash point, poisons, radioactive substances, corrosives, gases and liquids in pressurised containers, etc;
 - b. valuables, jewellery, money, personal documents, etc;
 - c. items which are extremely easily damaged even if special handling instructions are followed;
 - d. items of great value, antiques, works of art, etc;
 - e. other objects and items which, due to their nature, require special adaptation of the vehicle or the creation of special conditions during transport in accordance with the applicable handling regulations;
 - f. animals - alive or dead

The removal of items under (c), (d) and (e) by the contractor's staff is only possible after clear prior agreement on the method of handling and after protective packaging or other measures. The Supplier shall only be liable for damages if it has been notified in advance of the special nature of the item to be moved, has agreed to move the item and if only its employees handle the item during the entire period from the acceptance of the order through packing, loading, transport, unloading and the acceptance of the order by the Customer. Conversely, in the absence of prior agreement and in the event of interference with the moving of such items by the Customer or third parties, the Supplier shall in no event be liable for any damage to or caused by such items being moved. The Customer shall always be liable for any such damage. In the event of a final court decision that the company is obliged to compensate the persons entitled to compensation for damage, where the damage in question was caused as a direct result of the breach of contractual obligations by the client, the supplier shall be entitled to a contractual penalty against the client in the amount of such damage. The Customer is obliged to ensure that at the commencement of the move, no objects, including valuables, jewellery, money, personal documents, antiques, mobile phones, small electronics, personal belongings, etc., which are not the agreed object of the move, are present in the moving premises. The customer is fully responsible for all items handled or moved, transported or transferred by him or third parties during the contract.

5. Claims, compensation for damages

The Supplier shall be liable for damages incurred during the execution of the Customer's order only if the damages were caused to items or objects that were handled only by the Supplier's employees during the entire order and were not interfered with by any third parties or the Customer - from the time of receipt through packaging, loading and unloading to the Customer's acceptance of the order. The Customer is entitled to claim damage caused by damage, destruction, partial or total loss of the moved objects and loads that were handled only by the Supplier's employees at all times or damage caused by damage to the premises in which the move took place. In such cases, the Supplier shall have liability and carrier's

liability insurance. The customer is obliged to take possession of and inspect the items and loads being moved on completion of the job, as well as the premises in which the move took place and, if applicable, the removal vehicle immediately thereafter. In the event that the client discovers damage caused by the contractor during the move, he shall draw up a complaint report with the contractor's employee. Subsequent claims of this nature shall be disregarded. If the customer refuses to sign the complaint report, the supplier's representative shall state this fact in the report. The Supplier shall only be liable to the Client for actual damage to the items being moved or the premises in which the move took place. Actual damage is understood to be the reduction in the value of the items moved or the premises concerned as a result of the damage event. However, in no event shall the Supplier be liable to the Customer for loss of profit and other consequential damages that may arise in connection with the removal. Furthermore, the Supplier shall not be liable for damage caused by defects or the inherent nature of the items to be moved, nor for damage to items that are in such a state that handling them itself entails a risk of damage, in particular items that are already damaged or have cracks, scuffs, visible damage, old or already damaged furniture, electronics or electrical appliances showing a significant degree of wear and tear. Without prejudice to the above, the Supplier shall be liable for demonstrable mechanical damage (surface damage, deformation, cracks) to the items, not for the functionality of the equipment, e.g. it cannot be claimed that the TV does not work without showing any signs of damage. The Supplier shall also not be liable for the loss of contents of cabinets, safes and other items of a similar nature which have not been locked or otherwise securely closed by the Customer prior to the move or for which a list has not been drawn up and mutually confirmed in accordance with Article 4 of these Terms and Conditions prior to the actual move. The Supplier shall not be liable for damage to valuables, jewellery and other items valued at more than CZK 10,000 (ten thousand Czech crowns) (even individually), unless the Customer has notified the Company of this fact in advance or unless this fact is stated in writing in the order or other written confirmation provided by the Customer to the Supplier prior to the removal of the items. The Supplier is not responsible for the loss of items, including valuables, jewellery, money, personal documents, antiques, mobile phones, small electronics, personal belongings, etc., which are located in the premises where the Supplier is moving and which are not the agreed subject of the move. The Supplier shall not be liable for the quality of the packing or the quality of the packing materials if the Customer prepares the items for transport himself using his own packing materials. The Supplier shall also not be liable for any damage caused thereby. The Supplier shall not be liable for the actions and appearance of any persons who are not employees of the Supplier (or its subcontractors), including the Client's representatives or random persons who have no relationship to the Supplier or the Client, residents or users of the premises (neighbours), passers-by, other workers, builders, employees of other removal or cleaning companies, etc., who are in the premises where the removal is taking place. The Supplier shall also not be liable for any damage caused by such persons.

6. Out-of-court dispute resolution

In the event that a consumer dispute arises between the Supplier and the Customer arising from a contract of sale or a contract for the provision of services which cannot be resolved by mutual agreement, the Consumer may submit a proposal for out-of-court settlement of such a dispute to the designated consumer dispute resolution body, which is

Czech Trade Inspection Authority Central Inspectorate - ADR Department Štěpánská 44, 110 00 Praha 1

Email: adr@coi.cz Website: adr.coi.cz

7. Final provisions

The Company reserves the right to change these GTC by publishing the new version on its website www.stehujempraha.cz and no later than 1 calendar day before the change takes effect. Personal data (in particular name, surname, address) of the Customer are collected and processed in accordance with the Personal Data Protection Act No. 101/2000 Coll., as amended. Personal data is fully secured against misuse. By submitting an order, the customer agrees to the processing and collection of his/her personal data in the supplier's database. Personal data can be removed from the database upon written request of the customer. By sending a binding order or accepting an offer from the Supplier, the Customer confirms that he/she has read and understood

Current version of the Terms and Conditions, understands them, considers them clear, certain and understandable and agrees without reservation that these Terms and Conditions become an integral part of the contractual relationship between the Supplier and the Customer and that they are binding for the regulation of their contractual relationship.

8. Validity and effectiveness

These Terms and Conditions shall come into force and effect on 01.05.2023.

In Prague on 01.05.2023

Stěhování Ježko s.r.o. – Stěhování Kulový Blesk