

SPECIAL TRADING CONDITIONS OF SALE OF DESIGNS

of the trading company
Wrapstock, s.r.o.

With registered office: Zlín, Prštné 627, Postal Code: 760 01
Identification No.: 020 18 888

Registered in the Commercial Register kept by the Regional Court
in Brno, Section C, File 108392 (hereinafter only „Wrapstock“).

The current wording of the Special Trading Conditions for Sale of
Designs (hereinafter only the „Special Trading Conditions“) is
available at www.wrapstock.com. The trade in car designs
published on the Website of Wrapstock is conducted subject to the
General Terms and Conditions and these Special Trading
Conditions and no deviations from these Special Trading
Conditions are permitted.

INTRODUCTORY PROVISIONS

- 1.1. Wrapstock, s.r.o., the operator of the Website wrapstock.com, Company Id. No.: 020 18 888, with registered office: Zlín, Prštné 627, Postal Code: 760 01, registered in the Companies Register kept by the Regional Court in Brno, Section C, File 108392, delivers products, services, designs, data, pictures and applications placed under the domain wrapstock.com to its Customers under the conditions hereof.
- 1.2. These Wrapstock's Special Trading Conditions regulate, in compliance with Section 2079 at seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only the „Civil Code“) the rights and obligations of the Parties arising from or in relation to or on the basis of the Purchase Agreement concluded according to Act No. 89/2012 Coll., the Civil Code, as amended, concluded by and between Wrapstock and another natural person or legal entity (hereinafter only the „Customer“).
- 1.3. Apart from these Special Trading Conditions, the Customer shall be obliged to observe also the General Terms and Conditions and Special Trading Conditions for Licences to Designs. Unless these Special Trading Conditions state otherwise, the rights and obligations of Customers, Users and Wrapstock shall be governed by the General Terms and Conditions.
- 1.4. Wrapstock shall be entitled to change the text of these Special Trading Conditions unilaterally at any time. No change of these Special Trading Conditions shall affect the obligation relationship which originated during the period of validity of the preceding version hereof. The current version of the Wrapstock Special Trading Conditions is published and available on the Wrapstock Website.
- 1.5. Unless specifically stated otherwise, the expressions used herein shall have the same meaning as those defined in the General Terms and Conditions.
- 1.6. For the purposes hereof, the company Wrapstock and the Customer shall be referred to as the „Parties“.

2. RULES OF PROVISION OF THE SERVICE OF SALE OF DESIGNS

- 2.1. The Customer shall buy the Designs through the Website on which Wrapstock publishes the Catalogue of Designs as well as purchase prices for which the Customer can buy the Designs.
- 2.2. The Customer acknowledges that Wrapstock is entitled to change the Catalogue of Designs (e.g. by removing or adding Designs or changing the arrangement) and that Wrapstock does not guarantee the placement and availability of Designs in the Catalogue.

3. ORDERING OF DESIGN

- 3.1. The Customer shall order the Design by completing and sending the form designated for that purpose.
- 3.2. The sent order for Design constitutes a proposal to conclude the Purchase Agreement.
- 3.3. Wrapstock shall confirm the Customer's order by email sent to the Customer's email address given in the order, unless the Parties agree otherwise. The Purchase Agreement shall be concluded as of the moment of confirmation of the Customer's order by Wrapstock.

4. ORDER CANCELLATION

- 4.1. The Customer shall be entitled to cancel the order without giving reason up to the time when the Customer receives the order confirmation from Wrapstock.
- 4.2. The order cannot be cancelled later than as stipulated in 4.1.

5. PRICE OF DESIGN AND METHOD OF PAYMENT

- 5.1. Prices of individual designs are published on the Website in the part relating to individual Designs. The price of Design is valid and decisive at the moment of placing the order by completing and sending the form designated for that purpose.
- 5.2. The Price of Design includes the costs of creating and administration of the Design.
- 5.3. The payment can be made by the method specified in the form for placing orders, unless the Parties agree otherwise.
- 5.4. The Customer shall be obliged to pay the Price of Design prior to gaining access to the Design for the purpose of its download.

6. GUARANTEE PERIOD AND COMPLAINS

- 6.1. The guarantee period lasts 2 years and starts running from the day of takeover of the Design. The guarantee is provided to the design in material form.
- 6.2. The guarantee does not apply to normal wear and tear of the Design resulting from its use.
- 6.3. The User who uploaded the Design to the Website is responsible for the quality and properties of the Design towards the Customer.

- 6.4. In case of a Design defect identified during the guarantee period which had not been caused by normal wear and tear or improper use by the Customer, the Customer shall have the right to make warranty claim of the Design.
- 6.5. To make the warranty claim of the Design, the Customer shall be obliged to contact Wrapstock at the address of its registered office or by email sent to: info@wrapstock.com. To make the warranty claim, the Customer can also use the customer support section available on the webpage where the Customer can input the warranty requirement and obtain the response.
- 6.6. Based on the information obtained by Wrapstock on the Design defects, the Customer shall be informed how to proceed, in particular to which address the Customer should send the Design warranty claim and the person/entity against who/which the warranty shall be enforced.
- 6.7. The Customer shall issue the warranty claim against the User in written form stating how the Design defect shows and what defective performance right the Customer intends to exercise.
- 6.8. The User against who the Customer makes the warranty claim is obliged to handle the complaint within 60 days in accordance with applicable provisions of the Civil Code.
- 6.9. The User shall be obliged to inform the Customer and Wrapstock in writing or by phone on the next steps and methods of solving the complaint.

7. CUSTOMER'S RIGHTS AND OBLIGATIONS

- 7.1. The Customer is obliged to pay the Price for the Design properly and in time according to the above terms and conditions.
- 7.2. When using the Website the Users shall be obliged to comply with these Special Trading Conditions, General Terms and Conditions and Special Trading Conditions for Licences to Designs, applicable legal regulations of the Czech Republic and of the country in which the Customer is situated, as well as good manners.
- 7.3. When concluding the Purchase Agreement, the Customer shall be obliged to state only true data and information that is not at variance with the Law of the Czech Republic and the country in which the Customer is situated, as well as good manners.
- 7.4. The Customer shall be obliged to use the Services only for the purpose for which they are intended.
- 7.5. The Customer shall not be entitled to interfere with the Website, in particular in a way that would damage the functionality of the Website or in order to gain an unfair advantage over other Customers or Users.
- 7.6. The Customer shall not be entitled to use any other interface than the interface offered for that purpose to the Website for the access to the Services.
- 7.7. In particular the Customer shall not be entitled to endanger safety and continuous operation of the Website. Such conduct by the Customer shall be

regarded as gross violation of the Customer's obligations.

- 7.8. The Customer shall not be entitled to publish, gather, hold or process personal data of other Customers or Users in any way.
- 7.9. Within the framework of using the Services and any communication on the Website, the Customer shall observe the principles of good behaviour and avoid using vulgar expressions, insults, threats, attacks, trolling, flame, flood, provocative expressions, incite racial, political or other hatred and intolerance.
- 7.10. The Customer shall not be entitled to use software or scripts containing computer viruses or other computer codes in order to gain unauthorised access to the data placed on the Website or to intentionally damage or overload the system.
- 7.11. The content of the Website is protected under Act No. 121/2000 Coll., the Copyright Act, as amended. Without the prior explicit consent from Wrapstock, any reproduction of the content, including the reproduction by means of Robot/Crawler technologies or similar search mechanisms, is impermissible.

8. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS

- 8.1. The Design posted on the Website is the property of the User publishing the Design.
- 8.2. The Website, software, databases, scripts and logos of which the Website consists, are the property of Wrapstock.
- 8.3. The Website, logos and Designs are subject to intellectual property rights and are protected by Act No. 121/2000 Coll., the Copyright Act, as amended.
- 8.4. Without the Owner's explicit consent the User, as well as all other visitors to the Website, are prohibited from copying, reproducing or damaging the object of the intellectual property right.

9. DURATION AND TERMINATION OF THE AGREEMENT

- 9.1. The Purchase Agreement can be terminated by agreement of the Customer and Wrapstock or by withdrawal from the Agreement by Wrapstock in case of gross violation of the Customer's obligations.
- 9.2. With regard to Section 1837, Letter d) of Act No. 89/2012 Coll., the Civil Code, as amended, the Customer shall not be entitled to withdraw from the Purchase Agreement because the Design has been adapted to the Customer's requirements or for the Customer.
- 9.3. Wrapstock shall be entitled to withdraw from the Purchase Agreement for the following reasons:
 - a) Customer's delay of payment of the Purchase Price longer than 30 days;
 - b) Intentional disruption of the Website functionality or intentional preferential treatment compared to other Customers or Users;
 - c) The use of the Design for other than intended purpose.

- 9.4. If a Party disagrees with the other Party's reason for withdrawal or denies the existence of such reason, such Party shall be obliged to send its written objection to the other Party within 10 days of the receipt of the notice of withdrawal. If the Party fails to do so, such Party shall be deemed to agree with the reason for withdrawal from the Agreement.
- 9.5. If the non-defaulting Party sets an additional period for performance (which the non-defaulting Party is not obliged to do in case of a material breach of the Agreement), the non-defaulting Party shall be entitled to withdraw from the Agreement only after the expiry of such additional period.
- 9.6. The withdrawal from the Purchase Agreement shall be regarded as the withdrawal from the Licence Agreement. As of the time when both Agreements shall cease to exist, the Customer shall not be entitled to use the Design and shall be obliged to remove it.
- 9.7. As of the moment of the end of the Agreement, Wrapstock shall invalidate the Customer's access to the online download of the Design.
- 9.8. The Agreement shall cease to exist as of the delivery of the notice of withdrawal. Accordingly all rights and obligations of the Parties arising from the Agreement shall cease. However the withdrawal from the Agreement shall not affect any right to damages and provisions which, in accordance with the expressed will of the Parties or with regard to their nature, should last even after the termination of the Agreement.

10. MISCELLANEOUS PROVISIONS, FORCE MAJEURE

- 10.1. If any Party to the Purchase Agreement is prevented from performing or in delay in performing any of its obligations under the Agreement as a consequence of any Event of Force Majeure, the affected Party shall inform the other Party in writing of such event without delay as soon as possible including detailed description of the situation and all other relevant information related to the Event of Force Majeure (including all evidence of such Event of Force Majeure which can be provided) and stating the time for which the duration of such non-performance or delay in performing can be reasonably expected. The affected Party shall use its best efforts to eliminate or overcome such Event of Force Majeure as soon as possible. If the affected Party has always in full extent and consistently complied with the obligations under this Article, than such Party shall be released from performing its contractual obligations the performance of which has been prevented from the date of notice until the date when such Event of Force Majeure ceases to exist.
- 10.2. An Event of Force Majeure means an obstacle occurring independently of the will of the affected Party preventing it from performing its obligations, if it cannot be reasonably expected that the affected Party could have averted or overcome such obstacle or its consequences and that the affected Party could have expected such obstacle at the time of assuming the

obligation, including but not limited to:

- a) War, hostilities or war operations (whether the war or hostilities have been declared or not), invasion, acts of foreign enemies and civil war;
 - b) Uprising, revolution, rebellion, revolt, seizure of civil or military government, conspiracy, disorder, civil unrest and acts of terrorism;
 - c) Strike, sabotage, blockade, embargo, import restrictions imposed by the Czech Republic;
 - d) Natural or physical disasters.
- 10.3. The Customer hereby assumes the risk of change in circumstances within the meaning of Section 1765 (2) of Act 89/2012 Coll., the Civil Code, as amended.

11. PERSONAL DATA PROTECTION

- 11.1. Information on the personal data protection in relation to the Regulation of the European Parliament and of the Council (EC) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ES („GDPR”) and implementation of measures to ensure compliance of the Wrapstock's procedures with the GDPR and associated legislation on personal data protection are available at www.wrapstock.com. The Customer hereby acknowledges to have been acquainted with the above information (the regulations on personal data protection and processing).

12. SERVICE OF NOTICES

- 12.1. Notices concerning the relationship between the Customer and Wrapstock must be served in one of the following ways:
 - 12.1.1. By electronic mail to the valid electronic addresses of the Parties:
 - 12.1.1.1. The electronic mail address of Wrapstock is written below in these Special Trading Conditions,
 - 12.1.1.2. The electronic mail address of the Customer is specified in the form for placing orders.
 - 12.1.2. By the postal service by a registered letter.
- 12.2. The day of delivery shall be deemed the day when the e-mail message is sent off, the day when the registered letter is delivered or refused by the Customer to be accepted or the day on which the registered letter is returned to Wrapstock as undelivered.
- 12.3. The Customer agrees that the contractual relationship shall be concluded by means of remote communication. The cost incurred by the Customer in using the means of remote communication in relation to the conclusion of the contractual relationship (cost of internet connection, cost of telephone calls) shall be borne by the Customer. It is not excluded that the Parties shall agree on a procedure different from these Special Trading Conditions.

13. CLOSING PROVISIONS

- 13.1. If any provisions of the Purchase Agreement are or shall become fully or partially invalid or if any provisions of the Purchase Agreement are missing, the validity of the remaining provisions of the Purchase Agreement shall not be affected thereby. Instead of the invalid or missing provisions the Customer and Wrapstock shall negotiate such valid provisions that shall correspond to the meaning and purpose of the invalid or missing provisions. If any provision of the Purchase Agreement shall prove to be apparent, the effect of such mistake on other provisions of the Purchase Agreement shall be evaluated according to Section 576 of Act 89/2012 Coll., the Civil Code, as amended. The Customer and Wrapstock agree that in such case they shall without delay initiate negotiation to change such provision so that it shall become valid, legal and enforceable and so that it shall preserve, to the maximum possible extent, the original intent of the Customer and Wrapstock in relation to the provision covering the matter concerned.
- 13.2. Any disputes between the Customer and Wrapstock arising from the Purchase Agreement shall be first solved amicably.
- 13.3. Agreements concluded subject to these Special Trading Conditions shall be governed exclusively by the Czech law. Other matters not regulated herein shall be governed by Act 89/2012 Coll., the Civil Code, as amended, by Act 634/1992 Coll., on the Consumer Protection, as amended, and other related substantive legal and procedural regulations.
- 13.4. Any disputes between the Customer and Wrapstock arising from or relating to these Special Trading Conditions and/or individual agreements shall be decided by the court of competent jurisdiction and the Customer and Wrapstock have, in accordance with Section 89 (a) of Act 99/1963 Coll., the Code of Civil Procedure, as amended, agreed on the exclusive jurisdiction of the local court of first instance which is the court situated in the place of registration of Wrapstock.
- 13.5. Wrapstock shall be obliged to familiarise the Customer with these Special Trading Conditions in their entirety. The current version hereof is published on the Website.
- 13.6. The supervision over the compliance with the obligations arising from Act 634/1992 Coll., on the Consumer Protection, as amended, is exercised by the Czech Trading Inspection (www.coi.cz). The conditions and ways of contacting the Czech Trading Inspection, as the supervision body, with a complaint are specified on the Webpage www.coi.cz. In case of a consumer dispute between Wrapstock and the Customer being in the position of consumer, which dispute cannot be solved by mutual agreement, the Customer shall be entitled to file a motion for extrajudicial settlement in the Czech Trading Inspection.
- 13.7. Wrapstock is entitled to conduct its business on the basis of its Trade Licence. The trade control is performed by the competent Trade Licensing Office. The supervision over the personal data protection is

- exercised by the Office for Personal Data Protection.
- 13.8. If the relationship established by the Purchase Agreement concluded under these Special Trading Conditions contains an international (foreign) element, then the Parties have agreed that the relationship shall be governed by the Czech law. The consumer rights arising from generally binding legal regulations shall not be affected by that.
- 13.9. In the case of a business relationship with a foreign Customer, the version of these Special Trading Conditions in the Czech language shall prevail.
- 13.10. If the Customer is in default of payment, Wrapstock shall be entitled to require the reimbursement of cost incurred in enforcing the payment of the due amount including the cost of third party activities, e.g. collection agencies or law offices.
- 13.11. Wrapstock contact details: address for service: Zlín, Prštné 627, Postal Code: 760 01, electronic mail address: info@wrapstock.com, Tel.: .

These Special Trading Conditions shall come into force on: