

E-ORDER TERMS AND CONDITIONS

GEZGÍN OUTDOOR s.r.o.

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1. Scope and Relationship to the General Terms and Conditions

1.1 These e-order Terms and Conditions (hereinafter the “e-order Terms”) govern the use of the online ordering service (“e-order”) operated by GEZGÍN OUTDOOR s.r.o. (the “Seller”) for its brands, whether as a shared multi-brand ordering portal or as a brand-specific online ordering service, by registered Buyers, as referred to in Article III of the Seller's General Terms and Conditions (“GTC”).

1.2 The e-order Terms supplement and form an inseparable part of the GTC. In the event of any conflict between these e-order Terms and the GTC on matters specifically relating to the operation of the e-order service, these e-order Terms shall prevail; in all other respects, the GTC shall apply.

2. Access to the e-order Service

2.1 Access to the e-order service is available exclusively to Buyers who have completed the Buyer registration process described in Article II of the GTC and have been issued login credentials by the Seller.

2.2 The Buyer is responsible for maintaining the confidentiality of its login credentials (username and password) and for all activities that occur under its account. The Buyer shall notify the Seller without undue delay of any unauthorized use of its account.

2.3 The Seller may issue individual access credentials to specific employees or representatives of the Buyer, at the Buyer's request. The Buyer remains fully responsible for orders placed by any person using such credentials.

2.4 In accordance with Article XX.4 of the GTC, the Seller reserves the right to deactivate a Buyer's access to the e-order system if no order has been placed for four consecutive months. Renewed access may be requested through the Buyer's sales representative.

3. Product Catalogue and Prices

3.1 The e-order system displays the Seller's current product catalogue, including indicative availability and prices, both including and excluding VAT.

3.2 Product images, descriptions, and availability indicators displayed in the e-order system are for guidance only and do not constitute a binding offer within the meaning of § 1732 of the Czech Civil Code. Article VII.4 of the GTC applies accordingly.

3.3 Prices displayed in the e-order system may contain printing or system errors. In such cases, Article VIII.2 of the GTC (price stated on the delivery note prevails) shall apply.

4. Placing an Order through e-order

4.1 A Buyer places an order by selecting Goods and quantities in the e-order system and confirming the order through the corresponding function of the system (e.g., an “order” or “submit” button).

4.2 Before final confirmation, the e-order system shall present the Buyer with a summary of the selected Goods, quantities, indicative prices, and the proposed delivery date, allowing the Buyer to review and correct the order prior to submission.

4.3 Upon submission, the order becomes an irrevocable offer of the Buyer within the meaning of Article VII.3 of the GTC. A purchase contract is concluded only upon the Seller's confirmation in accordance with Article VI.1 of the GTC, which confirmation may itself be generated automatically by the e-order system or issued by a sales representative.

4.4 The minimum order quantity, cut-off times for next-day delivery, and cancellation deadlines set out in Articles VII.3, VII.7, and VII.9 of the GTC apply equally to orders placed through the e-order system.

5. Order History and Documents

5.1 The e-order system allows a registered Buyer to view its order history, current account balance (if credit terms apply), and, where technically available, to download copies of delivery notes and tax documents relating to past orders.

5.2 Availability of historical documents through the e-order system is provided for convenience and does not replace the Seller's statutory obligation to issue original tax documents.

6. Technical Availability

6.1 The Seller shall make reasonable efforts to ensure the availability of the e-order system but does not guarantee uninterrupted or error-free operation. Article XII of the GTC (Availability of Ordering Systems) applies.

6.2 In the event of a technical outage of the e-order system, the Buyer may place orders through any of the other ordering methods listed in Article VII.1 of the GTC (telephone, sales representative, e-mail/EDI).

7. Security and Acceptable Use

7.1 The Buyer shall not use the e-order system for any purpose other than the ordering of Goods for its own business needs, and shall not attempt to interfere with, disrupt, reverse-engineer, or gain unauthorized access to the e-order system or any related infrastructure.

7.2 The Seller reserves the right to suspend a Buyer's access to the e-order system with immediate effect in the event of suspected misuse, security breach, or fraudulent activity, and to inform the Buyer thereof without undue delay.

8. Personal Data and Cookies

8.1 Personal data processed in connection with the e-order system is handled in accordance with Article XIX of the GTC and the Seller's separate Information on the Processing of Personal Data, published on the Seller's website.

8.2 Use of cookies and similar technologies on the e-order website is described in the Seller's Cookie Policy, published on the Seller's website.

9. Final Provisions

9.1 The Seller may amend these e-order Terms at any time; the amended version becomes effective upon publication on the Seller's website. By using the e-order system after such publication, the Buyer accepts the amended version.

9.2 These e-order Terms are governed by the laws of the Czech Republic, and any dispute arising herefrom is subject to the jurisdiction provisions of Article XX.8 of the GTC.

9.3 Matters not expressly regulated in these e-order Terms shall be governed by the GTC.

Language. In the event of any discrepancy or difference in interpretation between this English version and the Czech-language version of these e-order Terms and Conditions, the Czech-language version shall be exclusively decisive and binding,

without prejudice to any mandatory consumer-protection rights under applicable law.