

## GENERAL COMMERCIAL TERMS AND CONDITIONS

### I. INTRODUCTORY PROVISIONS

1. These General Commercial Terms and Conditions (hereinafter referred to only as the "Conditions") are issued by **HURRICANE FACTORY TATRALANDIA s.r.o., company ID number: 459 42 498, with registered office at Bratislava, Dvořakovo nábřeží 8, Postcode: 811 02**, in its capacity as a legal entity which is entered in the Commercial Register maintained by the Municipal Court in Bratislava I in Section Sro, File number 69599/B and shall apply to contracts concluded between the Client or a third party in whose favour a contract is concluded (hereinafter referred to only as "Third Party") and the Provider HURRICANE FACTORY TATRALANDIA s.r.o.
2. The Provider ensures provision of the services specified on the website [www.hurricanefactory.com](http://www.hurricanefactory.com).
3. All contractual relations are concluded in compliance with the laws of the Czech Republic. If a contracting party is a consumer, relations which are not regulated for by these Conditions shall be governed by Act No. 89/2012 Coll., Civil Code (hereinafter referred to only as the "CC") and Act No. 634/1992 Coll., on Consumer Protection as amended (hereinafter referred to only as the "ACP").

### II. DEFINITION OF TERMS

**Consumer contract** - shall be understood to mean a purchase contract, contract for work or other contract pursuant to the Civil Code, if one of the contracting parties is a consumer and the other a supplier.

**Service provider / supplier** - shall be understood to mean a party which acts within the framework of their commercial or other entrepreneurial activity while concluding and performing contracts. This concerns an entrepreneur/enterprise who/which supplies products or provides services to the Client directly or via other entrepreneurs/enterprises (hereinafter referred to only as "**Provider**").

**Client - non-entrepreneur** - shall be understood to mean a party which does not act within the framework their commercial or other entrepreneurial activity while concluding and performing contracts. This is a natural person (consumer) or legal entity who/which purchases products or uses services for another purpose than doing business with these products or services (hereinafter referred to only as "**Client - non-entrepreneur**").

**Client - entrepreneur** - shall be understood to mean a natural person or legal entity who/which purchases products or uses services for the purpose of doing business with these products or services (hereinafter referred to only as "**Client - entrepreneur**").

**Client** – shall be understood to mean the common designation for a Client - non-entrepreneur and Client - entrepreneur

**Conclusion of a contract** - an order placed by the Client shall be understood to be a draft contract and the actual contract is concluded at the moment of delivery of the binding consent of the Provider to the Client to its draft contract (binding confirmation of the order by the Provider). From this moment onwards, mutual rights and obligations shall be created between the Client and the Provider as defined in the contract and the Conditions which constitute an integral part of this contract. If the contract is concluded in favour of a Third Party, this party shall not become an entitled party until the moment when it expresses its consent to the contract. If the Third Party does not give its consent, the contract shall only give rise to effects between the contracting parties which concluded it. Until this time, that contracting party which ordered performance in favour of the Third Party shall be entitled to performance (the same applies if the Third Party refused to give its consent).

### **III. INFORMATION ABOUT THE CONCLUDED CONTRACT AND THE COMMERCIAL TERMS AND CONDITIONS**

1. By placing an order, the Client confirms that he/she has familiarised himself/herself with these Conditions and that he/she agrees to them. His/her attention is drawn to these Conditions sufficiently before actually placing the order and he/she has the possibility of familiarising himself/herself with them. The Client is obliged to inform the Third Party in whose favour the contract was concluded of the rights and obligations arising from the contract, this being until such time as the entitled party exercises its entitlement to provision of services from the Provider. The Third Party hereby also expresses its consent to the concluded contract and to these Conditions. **The Client and Third Party shall hereinafter be referred to using the common designation of Client.**

2. The Conditions specify the relationship of commercial cooperation between HURRICANE FACTORY TATRALANDIA s.r.o. and the Client. The Provider and the Client undertake to respect and comply with the Conditions.

3. By sending off the order form, the Client accepts all of the provisions of the Conditions valid as at the date of sending of the order without reservation, as well as the price of the ordered goods valid on the date of sending the order, including the transportation or postal fee specified in the catalogue of the e-shop [www.hurricanefactory.com](http://www.hurricanefactory.com) and in the order, unless demonstrably agreed otherwise in a specific case. The Client shall be irrevocably bound by a sent order, however the right of the Client - consumer to withdraw from the contract in accordance with Section 1829 CC shall not be affected by this.

4. The concluded contract shall be archived by the Provider for the purpose of its successful performance and shall not be available to third uninvolved parties. Information about the individual technical steps necessary for conclusion of a contract are evident from these Conditions where this process is comprehensibly described. The Client has the option of checking the order and correcting it if necessary before actually sending it. These Conditions are displayed on the website of the e-shop [www.hurricanefactory.com](http://www.hurricanefactory.com) and their archiving and reproduction by the Client is thus possible. The wording of these Conditions is drawn up in Czech and English; in the event of any dispute or ambiguity in interpretation, the Czech version shall always be decisive. The concluded contract shall be governed by Czech law.

5. Costs for use of means of remote communication (telephone, internet etc.) for placing an order are dependent on the tariff for the telecommunications services which the Client uses.

#### **IV. PROTECTION OF PERSONAL DATA**

1. Protection of personal data is regulated for in the separate document - Information for customers on protection of personal data which is available at [www.hurricanefactory.com](http://www.hurricanefactory.com).

2. The Provider evaluates information about use of the [www.hurricanefactory.com](http://www.hurricanefactory.com) website (such as the number of users visiting this website and where it was accessed from) for statistical purposes. This information is only numerical in nature (without any personal data) and shall be used for further analysis and improvement of future experience on the part of shoppers with the company's website.

#### **V. SCOPE OF SERVICES PROVIDED**

1. The contractual relationship between the Provider and the Client is created on the basis of orders of services placed via the order form on the website [www.hurricanefactory.com](http://www.hurricanefactory.com) or via orders for services placed by telephone, by e-mail or in person at the Provider's address.

2. The gift pack contains a so-called gift voucher (or coupon) on which specification is provided, in particular of the service which the gift voucher entitles the holder to use, validity of the gift voucher and its so-called value, as well as an accompanying letter to go with the gift voucher and where applicable a card. The validity of the gift pack ends on expiry of the validity period or use of the ordered service. The validity of the gift voucher is always indicated directly on the gift voucher. The gift pack cannot be exchanged for its cash value.

3. The place of delivery of the gift pack is the address specified by the Client in the order form (unless agreed otherwise).

4. Ownership of the gift pack is transferred at the moment of its acceptance by the Client, subject to payment of the price specified in the concluded contract. The gift pack may be transferred to a Third Party, whereas these Conditions shall remain valid and the Client shall be obliged to inform this Third Party of all rights and obligations arising from these Conditions, this being until the moment when this Third Party exercises its/his/her entitlement to provision of services by the Provider.

5. The service shall be provided to the person specified during reservation of the date. The Provider shall bear no liability for loss of the gift voucher which is necessary for reservation of a date for provision of the service after its due delivery.

6. By reservation of a date in combination with payment of the price, if the price was not already paid at an earlier date, the Provider undertakes to provide the Client the service in the agreed scope and quality as specified in the order which constitutes the basis for the gift pack. The order shall not be binding until the moment of due payment of the price of the service - experience. Reservation of a date and place for the specific activity shall be arranged with the Provider by the validity date specified on the gift voucher. Due to limited capacity, it is advisable to reserve the desired date well in advance, i.e. at least two weeks in advance.

7. On the basis of reservation of the service - experience, the Provider shall be obliged to provide the Client all necessary information relating to the service - experience – in particular the location for provision of the service, duration of the service, any equipment which may be necessary for the service - experience and where applicable, the Provider may require confirmation of the Client's state of health.

8. Cancellation of the reservation shall be understood to mean that the reservation is cancelled. Cancellation of the reservation by the Client shall be performed according to the following criteria:

Number of hours before the agreed date and time for use of the service	Cancellation fee % of the value of the cancelled service
> 72 hours	0%
48 - 72 hours	30%
24 - 48 hours	60%
< 24 hours	100%

9. In the event of cancellation by the Provider, the Provider shall be obliged to provide

the Client an alternative date and time suitable for the Client. If a different suitable date and time cannot be provided, the Provider shall refund the Client the whole value of the cancelled service.

## **VI. PROVIDER'S PRICE LIST OF SERVICES**

1. The current Prices of services are listed on the website [www.hurricanefactory.com](http://www.hurricanefactory.com). Prices are always specified inclusive of value added tax (VAT) unless explicitly determined otherwise. The VAT rate is determined by law and will always be stated in tax documents.
2. In the event of delay on the part of the Client in settlement of any financial obligation towards the Provider arising from the contractual relationship, entitlement shall be created for the Provider to a contractual penalty in the level of 0.05% of the outstanding amount per day and in the level of 0.1% of the outstanding amount per day until payment from the 15th day.
3. An out-of-date voucher can no longer be prolonged. On expiry of the validity period, the gift voucher is invalid and the possibility of reserving a date expires on expiry of the validity period of the gift voucher.

## **VII. CONTRACTUAL RIGHTS AND OBLIGATIONS**

1. The Client is aware that all activities - services which he/she participates in are exclusively at its own liability. The Client must himself/herself assess his/her physical, mental and health condition for the given type of activity. Information about any possible restrictions (age, medical and physical fitness and where applicable requirement for a medical examination) is listed in the information to be found on the website [www.hurricanefactory.com](http://www.hurricanefactory.com).
2. The Client shall be obliged to present himself/herself at the agreed time and date at the place or provision of the service. If he/she fails to do so, the Provider shall not be obliged to provide the service to the Client, even at an alternative time and date.
3. The Client shall be obliged to ensure accompaniment and supervision by an adult or to ensure the consent of the legal guardian in the event of participation by persons under the age of 18 (unaccompanied).

4. The Client shall be entitled to arrange a replacement to take his/her place at any time before provision of the service. This party must be given the gift voucher and the replacement must meet the conditions specified in the information to go with the given activity (e.g.: age, state of health, medical certificate).

5. The Provider undertakes to ensure a responsible party at the place of performance of the experience (hereinafter referred to only as the Instructor) who shall train the Client and familiarise him/her with all of the obligations and conditions which he/she must comply with over the duration of provision of the service, if the nature of the service so requires.

6. The Client shall be obliged to provide the Provider compensation for damage incurred by the service Provider during use of services in the event of failure to comply with the instructions of the Provider which he/she was familiarised with before performance of the service.

#### **VIII. RIGHTS ARISING FROM LIABILITY FOR DEFECTS**

1. The Provider shall be obliged to provide the Client ordering a gift voucher services in the full scope determined and specified on the website or in the attached description of activity which is part of the gift pack.

2. Any complaints about shortcomings of a service must be submitted by the Client to the Provider, ideally in writing and without unnecessary delay, no later however than within 3 months of performance of the service or from the date on which the service should have been provided. The Provider shall be obliged to provide statement regarding the given claim immediately, in complicated cases within 3 working days of delivery of the claim. A reasonable period pursuant to the type of service which is required for expert assessment of the defect shall not be included in this deadline. The claim shall be settled without unnecessary delay, within 30 days of the date of the claim having been made. Once this deadline has expired, the Client shall in particular be entitled to withdraw from the contract or to a discount on the price.

3. The Provider shall issue the Client written confirmation of the date on which he/she made the claim, its content and the method of resolution of the claim which the Client requires. It shall also issue the Client confirmation of the date and method of settlement of the claim. For the event of a rejected claim, it shall issue written justification for this rejection.

4. The Client shall be entitled to reimbursement of all necessary costs relating to making a claim, only however if this claim was indicated by the Provider as legitimate. If conditions are given for withdrawal from the contract for reasons lying on the side of the service Provider, the Client shall be entitled to reimbursement of all performance paid for.

## **IX. WITHDRAWAL FROM THE CONTRACTUAL RELATIONSHIP**

1. The Provider may withdraw from the contract in the event of serious breach of obligation on the part of the Client or Third Party in whose favour the contract was concluded and who accepted the contract as determined by this Contract, this being without provision of compensation for damage.

2. The Client shall be entitled to withdraw from the contract in the following cases:

a) In the case of serious breach of obligation on the part of the Provider. Withdrawal shall be exercised in writing, ideally within 2 days of such a fact arising.

b) If the Client - non-entrepreneur is a natural person (consumer), he/she shall be entitled to withdraw from the Contract in accordance with Section 1829 CC within a deadline of 14 days from ordering of the gift voucher, if the contract was concluded using means of remote communication (internet, e-mail, telephone), this being without stating his/her reasons and without any sanctions. If the Client - non-entrepreneur, a natural person (consumer) exercises this right, he/she must deliver notice of withdrawal from the contract by the 14th day from acceptance of the certificate (gift pack) if performance of the contractual relationship has not already occurred. If the Client - non-entrepreneur is a legal entity, it shall not be entitled to withdraw from the contract in accordance with the provisions of Section 1829 CC.

3. It is recommended that withdrawal by the Client - non-entrepreneur, a natural person (consumer) on the basis of Section 1829 CC be performed in writing to ensure greater legal certainty.

## **X. FINAL PROVISIONS**

1. All of the materials and information on the Provider's website are exclusively the property of the Provider. These materials and this information may not be used or modified without the consent of the Provider. These Conditions shall apply in the version specified on the Provider's website on the date the Client sends the order.

2. The GENERAL COMMERCIAL TERMS AND CONDITIONS became valid and effective on 7.5.2018