

## **General terms and conditions of Asmodee Czech Republic, s.r.o.**

### **1. Introductory provisions**

- 1.1 These general terms and conditions govern contractual relationships arising from the purchase and sale of goods in the online store of Asmodee Czech Republic s.r.o, operated on the website <https://en.blackfire.cz/>

### **2. Definition**

- 2.1 "**Asmodee**" means the company Asmodee Czech Republic s.r.o., with its registered office at Novozámecká 4/495, 198 00 Prague 9, ID number 25788418, entered in the Commercial Register kept by the Municipal Court in Prague under file number C 89674.
- 2.2 "**Price List**" means the price list of goods advertised in the E-shop, which is current at the time of sending the Order.
- 2.3 "**E-shop**" means the Asmodee online store operated on the website <https://en.blackfire.cz/>
- 2.4 "**Purchase Agreement**" means the agreement (or agreements) for the purchase of goods concluded through the E- -shop between Asmodee in the capacity of the seller and the Customer in the capacity of the buyer.
- 2.5 "**Order**" means the sending of a binding order for goods by the Customer via the E- -shop web interface.
- 2.6 "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.
- 2.7 "**Complaints Procedure**" means a document available on the website, which is an integral part of these general terms and conditions.
- 2.8 "**Parties**" means together Asmodee and the Customer.
- 2.9 "**GTC**" means these general terms and conditions, which are issued in accordance with Section 1751 of the Civil Code. The GTC specify and supplement the rights and obligations of Asmodee and the Customer arising from the Purchase Agreement.
- 2.10 "**Customer**" means a person who places an Order and concludes a Purchase Agreement through the E-shop. A Customer cannot also be a Consumer; the E- -shop is intended only for entrepreneurs acting within the scope of their business activities, which is a condition for the validity of the Purchase Agreement.

### **3. Purchase agreement**

- 3.1 The subject of the Purchase Agreement is Asmodee's obligation to deliver the goods to the Customer in accordance with the Order and the Customer's obligation to pay Asmodee the purchase price for this.
- 3.2 , Asmodee and the Customer always act within the scope of their business activities, which is a condition for concluding the Purchase Agreement, without which Asmodee would not have concluded the Purchase Agreement .
- 3.3 An Order can be created in the E- -shop after creating a user account for the Customer, or even without creating this account (for a one-time Order), if the E-shop allows it. After receiving the Order,

Asmodee will send the Customer a confirmation of receipt of the Order to the email address provided by the Customer. The purchase contract is concluded at the moment of sending the confirmation of receipt of the Order to the email address provided by the Customer.

- 3.4 The purchase price is based on the Price List current on the day the Order is made - the purchase prices for the selected goods are always stated in the order form on the E- -shop and by sending the Order, the Customer confirms that he agrees with the purchase prices for the goods. In the case of prices stated without VAT, VAT will always be added to the purchase prices in the amount according to current legal regulations.
- 3.5 The Customer acquires ownership of the goods only upon full payment of the purchase price.
- 3.6 Asmodee reserves the right to refuse all orders from the Customer for which the minimum total value, according to the Customer's Price List, of 1500 CZK excluding VAT or 62.5 € excluding VAT is not reached.

#### **4. Delivery of goods**

- 4.1 Asmodee will deliver the goods to the location specified by the Customer in the Order no later than thirty (30) days, unless it has expressly committed to earlier delivery of the goods. If the Order includes goods that Asmodee does not have in stock according to the information displayed in the E- -shop at the time the Order is sent, the delivery period is extended to ninety (90) days and Asmodee is entitled to withdraw from the Purchase Agreement within the same period.
- 4.2 The customer is obliged to provide the cooperation necessary for Asmodee to deliver the goods at the agreed place of delivery, and is obliged to accept the delivered goods and confirm the acceptance of the goods in writing on the delivery note (or other document, if applicable).
- 4.3 The costs of transporting the goods are not part of the purchase price and are paid by the Customer, unless the Price List indicates that the transport of the goods is included in the price of the goods (in which case Asmodee bears the costs of transporting the goods ). If, for reasons on the Customer's part, the goods must be delivered repeatedly or in a different way than specified in the Order, the Customer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
- 4.4 The risk of damage to the goods passes to the Customer upon their handover to the first carrier for transport to the destination (Section 2091 of the Civil Code).

#### **5. Privacy Policy**

- 5.1 Asmodee's information obligation towards the Customer pursuant to Article 13 of 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, and repealing Directive 95/46/EC (General Data Protection Regulation), related to the processing of the Customer's personal data for the purposes of fulfilling the Purchase Agreement, for the purposes of negotiating this agreement and for the purposes of fulfilling public law obligations, is fulfilled by Asmodee through the *Personal Data Protection Statement* , available on the website.

#### **6. Payment terms**

- 6.1 Asmodee is obliged to issue the relevant tax document (invoice) to the Customer and send it to the Customer, usually at the same time as the delivered goods, or by email or in another agreed manner.

- 6.2 The Customer is obliged to pay the price of the goods in the manner chosen by him/her in the E-shop order form (i.e. by bank transfer or cash on delivery at the location specified by the Customer in the order), or on the basis of an invoice issued by Asmodee with a maturity of at least seven (7) days. Payment of the purchase price is understood as the day the relevant amount is credited to the account specified in the invoice or in the payment instructions (within the E-shop payment gateway -, email, etc.).
- 6.3 In the event of the Customer's delay in paying the purchase price for the goods, the Customer is obliged to pay Asmodee a contractual penalty of 0.1% of the amount owed for each day of delay.

## **7. Liability for defects**

- 7.1 The rights and obligations of the Contracting Parties regarding rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
- 7.2 Asmodee is obliged to deliver the Customer goods without defects. Goods without defects means in particular the following:
- a) the goods have the properties agreed upon by the Contracting Parties, and in the absence of such an agreement, they have the properties described by Asmodee or the manufacturer, or which are customary with regard to the intended use;
  - b) the goods correspond in quality or design to the agreed sample or design, if the quality or design was determined according to the agreed sample or design;
  - c) the goods are in the appropriate quantity, measure and weight;
  - d) the goods comply with the requirements of legal regulations.
- 7.3 The provisions set out in Article 7.2 of the GTC do not apply to defects in goods sold at a lower price due to a defect for which the lower price was agreed, to goods worn out by normal use and sold at a lower price as used, or if this results from another special nature of the goods.
- 7.4 The Customer is obliged to inspect the delivered goods with professional care at the moment of their acceptance. The Customer is obliged to state any defects in the goods that can be detected during their inspection on the delivery note (or other document confirming the acceptance of the goods). In the event of delivery of goods other than those ordered, the Customer is obliged to inform Asmodee of this fact without undue delay .
- 7.5 The customer is obliged to report any defect in the goods without undue delay after they could have discovered it during a timely inspection and with sufficient care, otherwise they lose their rights under liability for defects pursuant to Section 2103 of the Civil Code.
- 7.6 Rights arising from defective performance (including warranty) can be exercised at the address Asmodee Czech Republic sro. Novozámecká 4/495, 198 00 Prague 9 – Hostavice, or at the e-mail address: [export-cz@asmodee.com](mailto:export-cz@asmodee.com) . Notification of defects must include the Customer's name, address, telephone number, e-mail (if available), order number, detailed description of the defect and description of how the defect arose. Physically damaged goods are sent to the warehouse address: NEPOINT, Okružní 781, 250 81, Nehvizdy.
- 7.7 Other rights and obligations of the Contracting Parties related to liability for defects may be regulated by the Complaints Procedure.

## **8. Withdrawal from the Purchase Agreement**

- 8.1 Asmodee is entitled to withdraw from the contract if the Customer fails to provide the necessary cooperation for the proper delivery of the goods or if the Customer is in arrears with payment of the purchase price for the goods for a period longer than seven (7) days. Asmodee is also entitled to withdraw from the Purchase Contract in the event of the initiation of insolvency proceedings against the Customer or the filing of a petition for the liquidation of the Customer.
- 8.2 The Customer is entitled to withdraw from the contract in the event of Asmodee's delay in delivering the goods exceeding thirty (30) days. This does not apply if the delay is due to an event of force majeure, provided that Asmodee has informed the Customer of this event without undue delay after becoming aware of it.
- 8.3 In the event of withdrawal from the Purchase Agreement by either of the Contracting Parties for any reason, the Customer is obliged to return to Asmodee the undamaged and properly packaged goods delivered under the Purchase Agreement within fourteen (14) days from the moment when he learns of the withdrawal from the Purchase Agreement (or when he himself withdraws from the Purchase Agreement). In the event of withdrawal from the Purchase Agreement, Asmodee is obliged to return to the Customer any payments made by him for the purchase price for these goods within fourteen (14) days from the date on which the undamaged and properly packaged goods are returned to it, in the same way as it received them from the Customer, unless otherwise agreed between the Contracting Parties. The costs of returning the goods are borne by the Customer, even in the case where the goods cannot be returned by regular mail due to their nature. Asmodee is entitled to unilaterally offset the claim for compensation for damage to the goods against the Customer's claim for a refund of the purchase price.

## **9. Other arrangements**

- 9.1 The Customer is obliged to provide -correct and truthful personal and other data when registering in the E-shop and within the framework of Orders, and to update these in the event of changes at least immediately before sending each subsequent Order.
- 9.2 The customer is obliged to properly protect their access data to the user account in the E- -shop and not to disclose these to any third party. The customer is not entitled to allow third parties to use their user account in the E- -shop.
- 9.3 Asmodee may cancel the Customer's user account in the E- -shop, in particular if the Customer does not use their user account for more than six months or in the event of a breach of the Customer's obligations under the Purchase Agreement (including a breach of these GTC).
- 9.4 Legal relations related to goods provided to the Customer free of charge are governed by the general legal regulation of the gift contract pursuant to Section 2055 et seq. of the Civil Code and are not subject to the rights under these GTC. If such goods (gift) are provided to the Customer simultaneously with other goods pursuant to a concluded Purchase Contract, the gift contract shall also terminate upon withdrawal from the Purchase Contract and the Customer shall be obliged to return the donated goods to Asmodee within the period pursuant to paragraph 8.3of the GTC.
- 9.5 The customer assumes the risk of change of circumstances. within the meaning of Section 1765(2) of the Civil Code.
- 9.6 The customer agrees to receive Asmodee's commercial communications and information related to Asmodee's goods to their email address.

- 9.7 The customer agrees to the storage of cookies on his computer. In the event that a purchase -can be made through the E-shop and Asmodee's obligations from the Purchase Agreement without storing so-called cookies on the Customer's computer, the Customer may revoke the consent in accordance with the previous sentence at any time.
- 9.8 The Customer is entitled to resell the goods purchased from Asmodee at any price at its discretion, regardless of any Asmodee materials containing recommended retail prices, etc.; likewise, the Customer is not restricted in any way in whom it resells such goods. This right of the Customer arises from the law and cannot be changed by any agreement between the parties or by the instructions of Asmodee . In the event of receiving any instruction from an employee or associate of Asmodee or any third party to this effect (or in the event of the presumption that such an instruction has been given), the Customer acknowledges that this is not an instruction from Asmodee and that he is not obliged to comply with such instruction in any way. In this context, the Customer only undertakes to notify Asmodee of such a case without delay by e-mail sent to the e-mail address: obchod@blackfire.cz.

## **10. Final arrangements**

- 10.1 These GTC shall apply only to the extent that the Contracting Parties do not agree otherwise in writing.
- 10.2 Legal relations under the Purchase Agreement are governed by the General Terms and Conditions in effect on the date of its conclusion. To the extent not regulated by agreement between the Contracting Parties or these General Terms and Conditions , legal relations under the Purchase Agreement are governed by Czech law, in particular the relevant provisions of the Civil Code.
- 10.3 In disputes arising from the Purchase Agreement, the general court at the registered office of Asmodee is competent .
- 10.4 Asmodee is entitled to unilaterally change or amend the GTC, Price List and Complaints Procedure at any time.
- 10.5 If any provision of these GTC is or becomes invalid or ineffective, this invalidity or ineffectiveness shall not affect the validity of the other provisions of the GTC.
- 10.6 Asmodee's contact details are as follows:
- Delivery address: Asmodee Czech Republic s.r.o. , Novozámecká 4/495, 198 00 Prague 9
- Email address: [export-cz@asmodee.com](mailto:export-cz@asmodee.com)
- Phone: +420 281 930 585
- 10.7 The use of commercial practices to determine the content of the Purchase Agreement within the meaning of Section 558(2) of the Civil Code is excluded.
- 10.8 These GTC are effective from September 18, 2024