

**1. COMPANY IDENTIFICATION**

Name: Aqua Angels EUROPE, s.r.o. (hereinafter the „**Company**“)  
Registered seat: Prague 1, Na Příkopě 17, ZIP Code 110 00  
ID: 288 77 128  
VAT ID: CZ28877128  
www: [www.aqua-angels.com](http://www.aqua-angels.com)

**2. GENERAL PROVISIONS**

- 2.1. These General Terms (hereinafter the „**GT**“) govern the rights and obligations of the Company and the customer, who is the ultimate consumer in the Czech Republic (hereinafter the „**Customer**“), unless the individual contract provides otherwise.
- 2.2. These GT do not govern the rights and obligations of the Company and the customer, who is a businessperson, buying Company's products and services for the purposes of its business.

**3. PRODUCTS**

- 3.1. The Company offers following core products:
- a) 3 gallon (11.3 liter) glass barrel of water Aqua Angels,
  - b) 0.75 liter glass bottle of water Aqua Angels,
  - c) 0.7 liter aluminum bottle of water Aqua Angels,
- 3.2. The Company offers, among others, following side products:
- a) Aquamat SlimCool for dispensing the water Aqua angels from 11.3 liter barrels,
  - b) Sanitation of aquamat SlimCool,
  - c) Electric water pump for dispensing the water Aqua Angels from 11.3 liter barrels,
  - d) Sanitation set for the electric water pump.
- 3.3. The Company reserves the right to change or modify the offer of core or/and side products, at any time.
- 3.4. Pictures of the products on Company's web page and social media are illustrative.

**4. RETURNABLE PACKAGING**

- 4.1. Product specified in clause 3.1.a) is supplied to the Customers in returnable three (3) gallon glass barrel in protective transport wooden cage (glass barrel and transport wooden cage hereinafter collectively the „**Returnable Packaging**“).
- 4.2. It is not allowed to use Returnable Packaging for storage of other liquids or for purposes not specified by the Company.
- 4.3. Deposit for one (1) piece of Returnable Packaging is specified according to the current Company's price list at the date of Customer's order.
- 4.4. The Customer is obliged to pay a deposit for the quantity of Returnable Packaging at his disposal. This deposit for Returnable Packaging is recorded for an account of the specific Customer.
- 4.5. In the event that a quantity of product specified in clause 3.1.a) is ordered and more Returnable Packaging is returned than the number of product delivered, the value of the difference between the returned and delivered Returnable Packaging will be transferred to the Customer as a credit for future orders.
- 4.6. In the event that the Customer terminates purchases and begins purchases under another person, he may request the Company to transfer the deposit for Returnable Packaging to this new person.
- 4.7. The Customer is obliged to return promptly (within 10 days) all Returnable Packaging to the Company, when terminates buying the product specified in clause 3.1.a).
- 4.8. In the event of non-return of Returnable Packaging or return of damaged Returnable Packaging, the Customer is not entitled to a refund of the deposit paid for Returnable Packaging. In addition, in the event of non-return of Returnable Packaging, the Customer is obliged to pay compensation to the Company in the amount of CZK 600 (in words: six hundred Czech crowns) for 1 (one) piece of non-returned Returnable Packaging.
- 4.9. The Company will return the deposit for Returnable Packaging only to the Customer who has demonstrably paid this deposit to the Company. The Company is not obliged to return the deposit for Returnable Packaging to a person who does not prove that he has paid the deposit for Returnable Packaging.

**5. AQUAMAT SLIMCOOL**

- 5.1. The manufacturer of the aquamat SlimColl is Ebac Ltd, Great Britain.
- 5.2. The Company sells and rents aquamat SlimCool for dispensing water Aqua Angels from 11.3 liter glass barrels only.
- 5.3. The Company provides 24 (twenty-four) months warranty for the device for ultimate consumers, non-entrepreneurs, and 6 (six) months for ultimate consumers, entrepreneurs and legal entities. This warranty does not apply to changeable sanitation.
- 5.4. The Customer is obliged to check its condition and functionality upon the receipt of aquamat SlimCool and claim immediately defects found. Defects that had aquamat SlimCool upon receipt, but the Customer was unable to determine, must be claimed immediately after its discovery.
- 5.5. The Customer is obliged to describe defects of aquamat SlimCool in his claim and indicate how they show.
- 5.6. The Company is obliged to eliminate the claimed defect within a reasonable time.
- 5.7. The Company provides a post-warranty paid service of the aquamat SlimCool for active Customers of the Company who purchase the product specified in point 3.1.a) and are not terminated in the Company's system according to point 7.6. of GT.
- 5.8. The manufacturer of aquamat SlimCool and the Company recommend carrying out the sanitization at least 4x (four times) a year with a

view to maintaining the quality of water. Sanitation of aquamat SlimCool is a complete replacement on internal part that comes into contact with water. Sanitation is carried out at the Customer's place and the Customer is responsible for its ordering. The Company is not liable for the quality of the water in case of not carrying out the sanitization in recommended terms.

- 5.9. In case of any damage caused by the operation of aquamat SlimCool, the Customer is obliged to inform the Company immediately, but no later than the day following the event, including the demonstrable photographic documentation. Later complaints will not be considered.

## **6. ELECTRIC PUMP**

- 6.1. The Company sells the electric pump for dispensing water Aqua Angels from 11.3 liter glass barrels only.
- 6.2. The Company provides 24 (twenty-four) months warranty for the device for ultimate consumers, non-entrepreneurs, and 6 (six) months for ultimate consumers, entrepreneurs and legal entities. This warranty does not apply to changeable intake and dispensing tube.
- 6.3. The Customer is obliged to check its condition and functionality upon the receipt of the electric pump and claim immediately defects found. Defects that had electric pump upon receipt, but the Customer was unable to determine, must be claimed immediately after its discovery.
- 6.4. The Customer is obliged to describe defects of the electric pump in his claim and indicate how they show.
- 6.5. The Company is obliged to eliminate the claimed defect within a reasonable time.
- 6.6. The Company does not provide a post-warranty service of the electric pump.
- 6.7. The Company recommends carrying out the change of intake and dispensing tube 4x (four times) a year with a view to maintaining the quality of water. Change of intake and dispensing tube is carried out at the Customer's place and the Customer is responsible for ordering this change. The Company is not liable for the quality of the water in case of not carrying out the change of intake and dispensing tube in recommended term.
- 6.8. In case of any damage caused by the operation of the electric pump, the Customer is obliged to inform the Company immediately, but no later than the day following the event, including the demonstrable photographic documentation. Later complaints will not be considered.

## **7. ORDERING OF PRODUCTS**

- 7.1. Order can be made:
- a) Via e-mail [office@aqua-angels.com](mailto:office@aqua-angels.com),
- b) Through the order form on the Company's website, [www.aqua-angels.com](http://www.aqua-angels.com).
- 7.2. The order will be processed during business hours, Monday - Friday from 08:30 - 16:00. Orders sent after business hours will be processed the next business day.
- 7.3. The Customer is obliged to specify in the order the following information:
- a) His identity, under which he is or will be conducted by the Company,
- b) The name and quantity of ordered products,
- c) Delivery address and the telephone contact of the recipient.
- 7.4. If the order does not contain all data according to the previous point, it is considered incomplete. The order shall be considered complete only after obtaining additional or detailing information.
- 7.5. The order will not be accepted and processed by the Company if it registers overdue receivables from the Customer.
- 7.6. The Customer's account can be terminated in the Company's system as active after the Customer does not order at least 3 (three) pieces of the product 3 gallon (11.3 liter) glass barrel of Aqua Angels water, or any other products of the value of CZK 1 500 (one thousand and five hundred Czech crown), for more than 5 (five) months. The Customer will be informed of this fact and will be asked to return the Company's property, especially the Returnable Packaging.

## **8. DELIVERY OF PRODUCTS**

- 8.1. The Company charge the Customer for shipping of the products price according to the current price list of the Company.
- 8.2. The Company supplies products to the Customer at the agreed address in its working hours, usually within 2 (two) working days from receipt of the order in the area of Prague and Central Bohemia, in other location according to the agreement with the Customer.
- 8.3. In the event that it is necessary to deliver the products repeatedly for reasons caused by the Customer, the Customer is always obliged to pay the Vein transport price in the value of the Transport Price according to the currently valid Price List of the Company.
- 8.4. The Customer is obliged to check the delivered products, especially integrity of the packaging. After checking the products delivered, the Customer is obliged to sign the delivery note and / or invoice confirming a receipt of products.
- 8.5. The risk of damage to the product is transferred to the Customer upon receipt of the products.
- 8.6. The ownership right to the products is transferred to the Customer at the moment when purchasing price is credited to the account of the Company.
- 8.7. The company guarantees the water quality during date of expiration, until the original packaging is opened by the Customer.

## **9. PURCHASING PRICE, PAYMENT OF PURCHASING PRICE**

- 9.1. The purchasing price of the Company's products is specified by the pricelist valid at the date of Customer's order.
- 9.2. The Company reserves the right to change or modify the pricelist, at any time.
- 9.3. The purchasing price of delivered products is payable by the date indicated on the invoice/tax document issued by the Company.

- 9.4. In the case of cash payment, the purchasing price is considered paid at the moment of receipt of cash from the Customer by the employee of the Company. The tax document for the purchase will then be sent to the Customer by e-mail to the Customer's email.
- 9.5. In the case of bank transfer, the purchasing price is considered paid at the moment when appropriate amount is credited to the account of the Company. The tax document for the purchase will then be sent to the Customer by e-mail to the Customer's email.
- 9.6. In the case of payment via the payment terminal, the Customer will obtain printed document from the payment terminal. The tax document for the purchase will then be sent to the Customer by e-mail to the Customer's email.
- 9.7. In the event that the Customer is in default with payment of the purchasing price or its part, the Company has the right to demand a contractual penalty of 0.1% of the outstanding amount for each day of delay.
- 9.8. In the event that the Customer is in default with payment of the purchasing price or its part, the Company reserves the right to require from the Customer payment of the outstanding liabilities and the new delivery in cash. If the Customer does not accept to pay in cash, the Company reserves the right to deliver the ordered products only after all Customer's liabilities to the Company are paid in full.
- 9.9. The Company reserves the right to recover overdue liabilities with the help of a specialized third person.
- 9.10. Any Customer's overpayment incurred by any way may not be returned by the Company to the Customer but will be taken as a credit to the Customer for his further purchases of products.

#### **10. STORAGE AND HANDLING OF THE PRODUCTS**

- 10.1. To preserve the quality of the Company's core products, the Customer is required to store the products in the dark and cool and protect them from direct sunlight and adhere the expiration date.
- 10.2. The Company does not guarantee the water quality in case that the Customer does not comply with the clause 10.1.
- 10.3. When handling the Product specified in 3.1.a) and the Returnable Packaging, the Customer shall always hold the transport wooden cage with both hands on both handles. When removing the glass barrel from the protective transport wooden cage, it is forbidden to remove the barrel only by pulling the lid, it is necessary to hold the barrel neck itself as well.

#### **11. PROTECTION OF PERSONAL DATA**

- 11.1. All Customer's data and information are processed in accordance with European Parliament and Council Regulation (EU) 2016/679 ("GDPR"), and with the applicable laws of the Czech Republic, especially the Law on Personal Data Protection No. 101/2000 Coll. as amended. The Company is registered at The Office for Personal Data Protection of the Czech Republic under the reference number 00067349/001.
- 11.2. All data obtained from the Customer, the Company uses solely for its internal use and for sending commercial messages and does not provide any third parties with it. Exceptions could be external transporters, who are provided with Customers' personal data to the minimum extent that is necessary for the smooth delivery of the Company's products.
- 11.3. The Customer confirms that the personal data provided is accurate, and that the Company will not violate any rights of any third party by using it.
- 11.4. Detailed principles for processing and protecting personal are described in the policy for processing and protection of personal data issued by the Company, which are available upon request from the Company, at [dpo@aqua-angels.com](mailto:dpo@aqua-angels.com).

#### **12. FORCE MAJEURE**

- 12.1. In the case of extraordinary events beyond the reasonable control such as war, epidemics, strikes, riots, crime, or force majeure events such as hurricane, flood, earthquake, volcanic eruptions, etc. the Company's liability is excluded.

#### **13. FINAL PROVISIONS**

- 13.1. These GT are binding for all the company's Customers, unless individual contract provides otherwise.
- 13.2. For the supply of products other than those specified in paragraph 3, these GT apply only supportively in matters that are not individually defined between the Company and the Customer.
- 13.3. All relations between the Company and the customer, that are not defined by these GT, are governed by the relevant provisions of Law no. 89/2012 Coll. Civil Code, as amended.
- 13.4. The Customer agrees that any disputes arising from the above-described relations between The Company and the Customer will be addressed by locally competent court according to the registered office of the Company. The applicable law is the law of the Czech Republic.
- 13.5. The Customer accepts all provisions of these GT at the moment of ordering the products.
- 13.6. The Company reserves the right to change or modify these GT, at any time.
- 13.7. These GT become effective on December 1, 2022.