

TERMS AND CONDITIONS

trading company

AirsoftGuns s.r.o.

based Usti nad Orlici, Nadrazni 540, Postal Code 562 01, Czech rep.

Identification number: 274 60 681

registered in the commercial register of the Regional Court in Hradec Kralove, Section C, File 20241

for the sale of goods through an online store located on the Internet at

www.airsoftguns-europe.com

1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions ("Terms and Conditions") of AirsoftGuns s.r.o., headquartered Usti nad Orlici, Nadrazni 540, Postal Code 562 01, Czech rep., identification number: 274 60 681, registered in the commercial register of the Regional Court in Hradec Kralove, Section C, Insert 20241 (hereinafter referred to as "Seller") govern in accordance with § 1751 paragraph. 1 of Law no. 89/2012 Coll., the Civil Code, as amended (the "Civil Code") mutual rights and obligations of the Parties arising in connection with or under the purchase agreement (the "Purchase Agreement") concluded between the seller and the company or consumer person (hereinafter the "Buyer") through the online shop of the seller. Internet business is operated by the seller on a website located at www.airsoftguns-europe.com (hereinafter the "Website"), through a website interface (hereinafter referred to as "Web-based commerce").

1.2. In cases where a person who intends to purchase goods from the seller is a company or consumer person who is ordering goods in their business activity or in their independent practice of the profession, govern relations between the seller and customer as well as specific provisions of Article number 12 of the trading conditions. In other cases where the buyer is a consumer, we take into account the provisions of the law no. 634/1992 Coll., Consumer Protection Act, as amended (the "Consumer Protection Act").

1.3. Provisions diverging from terms and conditions can be agreed in the purchase contract. Divergent arrangements in the contract shall prevail over the terms of trade.

1.4. Provisions of the conditions are an integral part of the purchase contract. The Purchase Agreement and the terms of the conditions are written in the English language. Purchase contract can be concluded in the English language.

1.5. The Business Conditions can be amended by the Seller. This provision does not affect the rights and obligations arising after the effective period of the previous version of business conditions.

2. USER ACCOUNT

2.1. Based on the registration of the buyer on the website, the buyer can access to own user interface. From own user interface buyer can order goods (hereinafter "user account"). In the event that the web interface allows trade, buyers can also order goods without registration directly from the interface of the shop.

2.2. During registering on the website and ordering goods, the buyer is obliged to provide correct and true information. Data filled in the user's account is buyer obliged to update in case of their change. The data referred by the buyer during ordering goods by the seller in the user account are believed to be correct.

2.3. Access to the user account is secure by a username (email address) and password. The buyer is obliged to maintain confidentiality regarding information necessary to access the user's account.

2.4. Buyer is not authorized to allow the use of a user account by third parties.

2.5. Seller can cancel a user account, especially if the buyer does not use the user account for more than six (6) months, or if the buyer violates obligations from the purchase contract (including terms and conditions).

2.6. Buyer acknowledges that the user account may not be available at all times, especially with regard to the necessary maintenance of hardware and software of seller or necessary maintenance of hardware and software of third parties.

3. DECLARATION OF THE PURCHASER

3.1. Buyer acknowledges that the products presented by the seller in the web interface of trade may be regulated by Act no. 119/2002 Coll., As amended (hereinafter the "Arms Act"). According to the provisions of § 7. e) of the Firearms Act are weapons of D category gas weapons, where is the kinetic energy of the bullet on the muzzle reaches more than 16 J. According to § 15 para. 1 of the Firearms Act D category weapon or

ammunition for such weapons may acquire and hold or wear a person over 18 years old and has eligibility for legal actions. The category D, weapon or ammunition for such weapons may acquire and hold by a company.

3.2. The buyer, who is a consumer person who is interested to buy the goods from the seller, which is category D weapons or ammunition into the weapon, declares that he/she is over 18 years old and absolutely sui juris. The buyer, who is a consumer person, is obliged to prove age for seller on request. In the event that the buyer violates his obligation in the previous sentence or proves his statement in the first sentence to be false, the seller can resign from the contract at any time (if the contract of sale had already taken).

3.3. In the case that the seller has declared in the first sentence of Article 3.2. trading conditions prove to be false and the Seller as a consequence causes any expense or damage (including public penalties or costs of representation in dealings with public authorities), buyer agrees to compensate expense or harm to the Seller without undue delay.

4. ENTERING INTO A PURCHASE AGREEMENT

4.1. All presentations of goods placed in the web interface of trade is indicative and seller is not obliged to conclude a purchase agreement regarding this product. The provisions of § 1732, paragraph. 2 of the civil law code does not apply.

4.2. Web interface provides information about goods and individual prices. Prices include VAT and all related charges. Prices of goods remain in force as long as they are displayed in the web interface of the shop. The seller choose enter into a purchase contract with individually agreed conditions by this provision is not limited.

4.3. Web interface of the shop also contains information of the costs associated with packaging and delivery. Information of the costs associated with packaging and delivery of the goods are listed in the web interface of the shop and they are applies only in cases when the goods are delivered within the territory of the European Union, unless otherwise stated.

4.4. To order goods, the buyer fills an order form in the web interface of the shop. Order form contains particular information about:

4.4.1. ordered goods (the ordered goods buyer "inserted" into the virtual shopping cart of the web interface of the shop),

4.4.2. method of payment of the purchase price, details of the required method of delivery of the ordered goods and

4.4.3. information of the costs associated with the delivery of goods (hereinafter collectively referred to as the "Order").

4.5. Before sending the order to the seller, the buyer is allowed to check and modify data which he put to the order, also with regard to the possibility of the buyer to detect and correct mistakes during data entry to the order. Order, which is a proposal to conclude a contract (offer) and it is irrevocable, the buyer send it by click on **Place My Order**. The data referred in the order are considered to be correct for the seller. Immediately after seller receipt the order from the buyer the seller confirms receipt and electronic mail (order status - accepted), to the buyer's e-mail address specified in the user interface or in the order (hereinafter the "electronic address of the purchaser").

4.6. Depending upon character of the order (quantity of goods, purchase price, estimated shipping costs) Seller is always entitled to ask the buyer for additional confirmation (for example by writing or by telephone).

4.7. The contractual relationship (purchase agreement) between seller and buyer arises by accepting the order (acceptance) by the seller.

4.8. Buyer agrees to use remote communication means to concluding the purchase contract. Costs incurred by the buyer when he use remote communication means in relation to entering a purchase contract (cost of internet access, telephone costs) are borne by the Buyer, these costs do not differ from the standard rate.

5. PURCHASE PRICE AND PAYMENT TERMS

5.1. The price of goods and any costs associated with the delivery of goods according to the contract the buyer can pay to the seller:

5.1.1. via cash on delivery service shipper the location specified by the buyer in order,

5.1.2. cashless payment by suitable credit card and relevant payment gateway via web interface of shop, or

5.1.3. bank transfer to the seller's account no. CZ1601000001077772090247, established by the Komerční banka, a.s. (hereinafter the "Seller Account").

5.2. Together with the purchase price, the Buyer shall pay the costs associated with packaging and delivery of goods at an agreed rate. Unless expressly stated otherwise, the purchase price includes the costs associated with delivering of the goods.

5.3. The seller does not require from the buyer pay a deposit or other similar payment. This is without prejudice to the provisions of Article. 5.6 commercial conditions concerning the obligation to pay the purchase price in advance.

5.4. In the case of payment by cash on delivery service carrier, the purchase price is payable upon receipt of goods. In the case of cashless payment of the purchase price is payable within seven (7) days from the purchase contract.

5.5. In the case of cashless payment, the buyer is obliged to pay the purchase price, together with the variable symbol of the payment. In the case of cashless payment by the purchaser to pay the purchase price at the time met the appropriate amount to the seller's account.

5.6. The seller is entitled, even if it is not an additional confirmation by the buyer (Art. 4.6), require payment of the full purchase price before the goods are delivered to the buyer. The provisions of § 2119, paragraph. 1 of the Civil Code shall not apply.

5.7. Any discounts from the goods price provided by the Seller can not be combined.

5.8. If it is customary in trade relations or if so stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice about the payments resulting from purchase contract for the buyer. Seller is a payer the value added tax. The tax document - invoice may expose the seller to the buyer until payment of the price of goods and send it electronically to the buyer's email address.

5.9. According to the law on the registration of sales, the seller is obliged to issue a receipt to the buyer. He is also obliged to register received revenue to the tax authorities online; in case of technical failure, then within 48 hours.

6. WITHDRAWAL FROM THE PURCHASE CONTRACT

6.1. Buyer acknowledges that pursuant to § 1837 of the Civil Code, among other things, can not withdraw from the contract for the supply of goods whose price depends on fluctuations of financial markets beyond the control of businessmen and which may occur during the period for withdrawal from the contract on delivery of goods which have been modified as desired by the buyer or his person, from the purchase contract for the supply of goods subject to rapid deterioration of the purchase contract for the supply of sealed goods which the consumer unsealed hygienic reasons it is not possible to go back and purchase from contracts for the supply of audio or video recordings or computer program, if violated their original packaging.

6.2. Buyer also acknowledges that the seller provides to him "Exemplar instructions about the law of withdrawal", which is available in text form on the website store.

6.3. If that is not the case referred in Article 6.1. or another case where you can not withdraw from the contract, the buyer has the right, in accordance with § 1829, paragraph. 1 Civil Code withdraw from the contract, within fourteen (14) days from receipt of goods, in case the purchase contract is subject to several types of goods or supply of several parts, this time limit start from the date of receipt of the final delivery. Withdrawal from the purchase contract must be sent to the Seller within the period specified in the previous sentence. For withdrawal from the purchase contract the buyer can use the "standard form for withdrawal," which is available on the website of the trade. Withdrawal from the purchase contract the buyer can send inter alia address of the seller AirsoftGuns s.r.o., Druzstevni 1383, 562 06 Usti nad Orlici, Czech rep. (hereinafter "the store").

6.4. In case of withdrawal from the contract pursuant to Art. 6.3 trading conditions of the purchase agreement will be void from the beginning. If the buyer exercises the right to withdraw from the purchase agreement, the effects of withdrawal will apply to the credit agreement or Borrow, which in connection with the payment of the price of goods has been concluded with him. Returns must be sent or given to the Seller without undue delay, no later than fourteen (14) days from the withdrawal to the address of the seller, otherwise it is considered that the buyer withdrawing from his right of withdrawal. When the buyer withdraws from the purchase agreement, the buyer pays the cost of returning the goods to the seller.

6.5. In case of withdrawal pursuant to Art. 6.3 trading conditions the seller will return the funds received from the buyer within fourteen (14) days from the withdrawal from the purchase contract by the buyer by the same way as it is received from the buyer to the seller. The seller is also entitled to return the benefits provided by the buyer at the time of returning the goods by the buyer or otherwise, if the buyer will agree with it and do not get additional costs to the buyer. In case that the purchase price paid for the goods at the point of delivery of goods to the buyer (ie. Cash on delivery), the seller will return the funds to the buyer by wire transfer. If the buyer will withdraws from the purchase contract, the seller is not obliged to return the funds has received from the buyer earlier, or the buyer return the goods or furnishes evidence that he already sent the goods to the businessman.

6.6. A reduction in the value of goods for which the purchaser is responsible, the seller is entitled to unilaterally set off against the Buyer's claim for refund of the purchase price.

6.7. Until the receipt of the goods by the buyer, the seller can at any time withdraw from the contract. In this case, the seller will return purchase price, which had received from him, without undue delay, by bank transfer to bank account specified by the buyer.

6.8. If is granted with goods gift to the buyer, is the gift agreement between the seller and the purchaser concluded with the resolutive condition if the event of a withdrawal from the contract buyer. Donation agreement regarding the gift loses efficiency and the buyer is obligated to return the gift with the goods to the seller. The gift is also considered as well as free shipping, free handling charge, discount from the price and crediting loyalty points for buying goods.

7. TRANSPORT AND DELIVERY

7.1. In the event that the method of transport is negotiated based on of a special request of the buyer (consumer) or if the buyer is not a consumer is buyer responsible for the risk and any additional costs associated with transportation of goods . In this case, the risk of damage by passing goods over to the first carrier for transportation to the final destination of the buyer. By convey to the buyer in this case means a referral to the first carrier for transmission to the buyer.

7.2. If the seller according the purchase contract shall deliver the goods to the place specified in the order specified by the buyer, the buyer is obliged to accept the goods on delivery. If the buyer does not pick up the goods the seller can stored this goods for the buyer. Fee for the storage is the agreed in the amount of 0.05% of the value of the stored goods for each calendar day of storage. The seller is the also entitled to require from the buyer to pay the interest on late payment of the unpaid purchase price or part thereof. The interest on late payment is agreed in the amount of 0.05% of the outstanding amount for each calendar day of delay. Previously mentioned is without prejudice to Seller's right to self-help sale according to § 2126 of the Civil Code.

7.3. In the event that the reasons for which the goods need to be delivered repeatedly or in any other way than stated in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. costs associated with other delivery method.

7.4. Recipient of consignment specified in the contract of carriage acquires rights under this agreement, if requested release of the consignment after it to get to the destination. This moment is transferred to the recipient a right to compensation for the shipment. If the recipient is not a consumer, the acquisition of rights occurs even after the expiry of the shipment to its destination should occur.

7.5. Other rights and obligations of the parties in the transport of goods that can modify a specific delivery conditions of the seller, if the seller issued.

8. RIGHTS OF DEFECTIVE PERFORMANCE

8.1. The rights and obligations of the parties regarding the rights of defective performance shall be governed by the relevant legislation, particularly the provisions of § 1914-1925, § 2099-2117 and 2161-2174 § Civil Code and in particular, § 19 of the Consumer Protection Act.

8.2. Seller is responsible that the goods on delivery does not have defects. In particular, the seller is responsible to the buyer at the time when the buyer take up the goods

8.2.1. the goods have properties which the parties have agreed, and if there is no agreement, has characteristics which describe the seller or the producer or which the buyer expected considering the nature of goods and based on the of their advertising,

8.2.2. the goods are fit for the purpose which the seller says or to which the goods of the same type are usually used,

8.2.3. the goods correspond by quality or design to the agreed sample or template, if it was quality or performance determined by the agreed sample or model,

8.2.4. the goods are in the right quantity, measure or weight and

8.2.5. the goods comply with the legal requirements.

8.3. Provisions listed in Article 8.2. trading conditions do not apply to goods sold at a lower price at fault for which the lower price was negotiated on the wear and tear caused by its common use, in used goods to defect by use or wear that goods had to take over by the buyer. or if it appears that the nature of the goods.

8.4. When the defect is apparent within six months from receipt, it is considered that the goods were defective at the time of takeover. The buyer is entitled to exercise the right of defect that occurs in consumer products during the twenty four months from receipt.

8.5. The rights of defective performance the buyer must enforce to the seller at place of his store where is possible to accept a claim with respect to assortment of goods for sell, possibly also in the store or place of business. The time for lodging a claim shall mean the time when the seller receives the goods claimed by the buyer.

8.6. Other rights and obligations of the parties associated with the responsibility of the seller for defects, complaints procedure governed by the seller, which is an integral part of business conditions.

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. The buyer acquires ownership of the goods after payment of the full purchase price.

9.2. The Seller is not in relation to the buyer bound by any codes of conduct according to § 1826, paragraph. 1 point. e) of the Civil Code.

9.3. Out of court complaints handling provided by the seller via e-mail addresses support@airsoftguns.cz. Information about the settlement of the complaint of the buyer will send the seller to the buyer's email address.

9.4. The seller is entitled to sell goods at based on a trade license. Trade inspection performs out under its authority the Trade Licensing Office (<http://www.ustinadorlici.cz>). Controls over protection of personal data exercised by the Office for Personal Data Protection (<https://www.uouu.cz>). Czech Trade Inspectorate (<http://www.coi.cz>) within the defined range among other things, supervision over the observance of the Consumer protection act. Supervision in the area of arms and ammunition exercises Czech Office for Firearms and Ammunition (<http://www.cuzs.cz>). Previously mentioned institutions are also the subjects of-court settlement of consumer disputes.

9.5. Buyer hereby takes on himself the danger of changing circumstances within the meaning of § 1765, paragraph. 2 of the Civil Code.

9.6. The seller reserves the right about textual errors and mistakes in the displayed photographs of the goods on the website.

10. PROTECTION OF PERSONAL DATA

10.1. Protection of personal data of buyer who is consumer person is provided by Act no. 101/2000 Coll., On Protection of Personal Data, as subsequently amended.

10.2. Buyer agrees with the processing of their personal data: name, address, identification number, tax identification number, email address and telephone number (hereinafter collectively referred to as "personal data").

10.3. The buyer agrees with processing of personal data by the seller, for the purpose of realization of rights and obligations under the contract and for the purpose of maintaining user account. If the buyer does not choose another option, agrees with the processing of personal data by the seller as well as for the purpose of sending commercial messages and information to the buyer. Consent to the processing of personal data in their entirety under this Article is not a condition which would in itself made it impossible to conclude a purchase agreement.

10.4. Buyer acknowledges that he is obliged to his personal data (for registration, in your user account, when ordering from the web interface of the shop) correctly and truthfully and without undue delay inform the seller about the change in his personal data.

10.5. Processing of personal data Seller may appoint a third party as a processor. Except the persons transporting goods are not personal information without prior consent of the buyer forwarded to third parties by the seller.

10.6. Personal data will be processed for an indefinite period. Personal data will be processed electronically by an automated manner or in printed form by non-automated manner.

10.7. The buyer confirms that the personal information is accurate and he was instructed that is fundamentally about voluntary provide personal information.

10.8. In case that the buyer thought that the seller or processor (Art. 10.5) performs the processing of his personal information which is inconsistent with the protection of private and personal life of the buyer or against the law, especially if the personal information is incorrect considering the purpose of processing, can:

10.8.1. ask the seller or processor for explanation,

10.8.2. to require from seller or processor to correct the situation.

10.9. If the buyer requests information regarding the processing of their personal information, the seller must deliver this information. Seller has the right to provide information pursuant to the preceding sentence, to require reasonable compensation not exceeding the costs of providing the necessary information.

11. SENDING OF COMMERCIAL INFORMATION AND STORING COOKIES

11.1. Buyer agrees to receive information related to goods, services or the company of the seller to the buyer's email address and agree to receive commercial messages from the seller to the buyer's email address.

11.2. Buyer agrees with saving of so-called the cookies on his computer. In case that is purchase on the website can be made and obligations of the seller of the purchase agreement is possible to comply, without causing saving of so-called the cookies on your computer , the buyer may appeal consent under the preceding sentence at any time.

12. SPECIAL PROVISIONS FOR CASES IN WHICH THE BUYER IS NOT CONSUMER

12.1. Relations between the seller and the buyer who is not consumer, the provisions of Article 6.1. To Art. 6.6, Art. 8.1 to 8.5, Art. 9.2 to 9.4 and art. 14.3 of trading conditions do not apply.

12.2. Relations between the seller and the buyer who is not consumer, it excludes the application of § 1799 and 1800 of the Civil Code.

12.3. Relations between the seller and the buyer, which is businessman, precluding the use of conserved commercial usage within the meaning of § 558 paragraph. 2 of the Civil Code.

13. DELIVERY

13.1. To the buyer can be delivered to the email address specified in his user account or given to the buyer in the order.

14. FINAL PROVISIONS

14.1. f the relationship of the purchase agreement includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the rights of consumers resulting from generally binding legislation.

14.2. If any provision of the Terms and Conditions is invalid or ineffective, or could be in future, instead of the invalid provision became a provision whose meaning is from invalid provision as close as possible. The invalidity or unenforceability of one provision is without prejudice to the other provisions. Amendments and supplements to the purchase agreement or terms and conditions require a written form.

14.3. The purchase contract including terms and conditions is archived by the seller in electronic form and is not accessible.

14.4. Contact details of seller: the delivery address AirsoftGuns s.r.o., Druzstevni 1383, 562 06 Usti nad Orlici, Czech rep., e-mail address support@airsoftguns.cz, phone +420 733 124 416.

In Usti nad Orlici, CZ, date 24.2.2017

AirsoftGuns s.r.o.