

# General Business Terms of the “Diamond Certainty ”

**D.I.C. INVESTMENT Limited** , Dominion Centre , Room 1802, 43-59 Queens Road Street ,  
Hong Kong Company number : 1643720

Bank accounts :

HSBC Hong Kong , Acc.No : **848-465456-838** , SWIFT : HSBCHKHKKH

CITFIN Sporitelni druzstvo, Czech Republic , IBAN : **CZ862060000000001090474**

SWIFT : **CITFCZPPXXX**

( Seller )

## Preamble

*"Based on the obligations from the clause of Kimberley process signatories, the Seller as trader knowing the issue of diamonds informs the buyers about the following when he declares that all the products/diamonds supplied come from legal sources not engaged in the financing of conflicts in accordance with United Nations resolutions. The Seller hereby guarantees that based on personal knowledge and/or written guarantees provided by the supplier of these diamonds, these diamonds are not conflict diamonds".*

## I. Basic Provisions

1.1 These General Business Terms and Conditions (hereinafter “**GBTC**”) govern the relationships in the conclusion of all orders of services, products and goods of the Seller and they are binding for any business contact between the Seller and the Buyer.

1.2 By sending an order for the supply of services, goods and products, either from the internet order form or by e-mail, the person who did so confirms to have understood the GBTC, expresses his/her agreement with their wording and acceptance thereof in their entirety. To foreclose any doubts, these business terms replace fully the contract of purchase. By eventual confirmation of any order or (i) making a binding order, the Buyer acknowledges to accept the Business Terms and Conditions for the supply of services and goods as declared by the Seller. The relationships between the Buyer and the Seller shall be governed by these Business Terms and Conditions, which are binding for both Parties hereto and represent the integral part of the Order.

1.3 The currently valid version of the General Business Terms and Conditions is always published on the Seller’s official website at [www.diamondcertainty.com](http://www.diamondcertainty.com) (Hereinafter only the web site).

1.4 The means of remote communication are used to conclude the contract according to these GBTC, that make it possible to conclude the contract without the simultaneous physical presence of the contracting parties.

1.5 The establishment of the negotiated contractual relationship through the official Seller’s web site or by means of e-mail is always subject to the acceptance by the Seller of the Buyer’s order in the form of a letter sent by the Seller (so called Welcome letter, evtl. Acceptance) to the Buyer’s e-mail address the Order arrived from.

### 1.6 Definition of basic terms:

• **Acceptance by the Seller** – electronic confirmation by the Seller, delivered to the Buyer by e-mail, in which the basic identification data are specified of both Seller and Buyer, such as the Seller’s trade name and bank account the Buyer shall make the payment to).

• **Bonus** for due and regular monthly payments

The Buyer will be awarded the **LOYAL** bonus for the regular monthly payment of services, goods and products, calculated from the total Seller’s turnover and **REFERRAL** bonus for making recommendations. The current amount of Bonuses is listed in the client zone (hereinafter only CZ) at the company web sites. Both **LOYAL** and **REFERRAL** bonus are sent to the Buyer monthly by bank transfer to the bank account number specified by the Buyer in his/her CZ.

The lowest amount to be sent to the Buyer is \$100. The Client’s **LOYAL** and **REFERRAL** bonus can also be accounted towards the purchase price of the Seller’s goods.

However, all such Bonuses will be awarded and carried to the Client's account only if the Seller records the payment of regular monthly advances – payments of the specific Client's program in all calendar months preceding the month in which the awarding of Bonus is assessed.

**Client zone** (hereinafter only CZ) is a web interface designed for Clients, in which they can find the overviews of Client's monthly payments, his/her bonuses, list of Seller's goods, etc. The set-up of a Client Zone is free of charge and no fees are charged to the Buyer for its keeping.

- **Price of goods**

The price of goods for diamonds with the weight category of 0.30-0,35ct, 0.50-0.55ct, 1.00-1.05ct is presented according to the internationally recognized Rapaport Diamond Report ([www.diamonds.net](http://www.diamonds.net)) price list for the weights of 0.35ct, 0.55ct, 1.05ct excluding the value added tax (VAT) and these GBTC and is published in the CZ and in the case of physically exhibited goods in the partnership commercial premises.

The price of goods for jewellery and watches is defined based on the Seller's price list published in the CZ and in the price list of the partnership commercial premises (in the case of goods exhibited physically) and these GBTC.

**Diamond Club** – every Buyer becomes a member of the Diamond Club; any advantages of this Club are described at [www.diamond-international-club.com](http://www.diamond-international-club.com)

- **Price list of delivery** – the price for the delivery of goods to the place specified by the Buyer and approved by the Seller. The details are published at the web sites.

- **Certificate** – any diamond not imbedded in a jewel is provided with a certificate issued by the independent third party with the status of a guarantor, internationally recognized in this industry. The following 3 independent worldwide gemmological laboratories have been selected for the certification:

IGI, GIA and HRD.

Certificate is a document issued by the Independent Worldwide Gemmological Institute IGI, HRD or GIA that certifies the genuineness of the diamond and provides a detailed description and evaluation of all its dimensions and parameters ([www.IGIworldwide.com](http://www.IGIworldwide.com), <http://www.hrdantwerp.com>, <https://www.gia.edu/>).

- **Delivery** – as delivery is intended the handing over of fully paid goods to the Buyer in the partnership business premises of the Seller or by both Seller and Buyer confirmed delivery of goods by the selected carrier to the Buyer's address whereas the Buyer pays the transport according to the parameters from the Price list of deliveries. In the case of delivery of the diamond, delivered will be the Certificate from one of the independent laboratories (IGI, HRD or GIA), showing the parameters of goods, as well as a document, describing the calculation of the final sales price of the relevant goods – diamonds, jewels, watches or other Seller's goods on the day of readiness of goods for delivery.

- **Electronic order form**, also referred to only as the order form is the means through which the Buyer creates the order, using the form available on the Seller's website or sent to the Buyer via e-mail.

- **Invoice** – a **document** - proof of purchase specifying the amount paid by the Buyer for the delivery taken, containing all legal requisites and created and distributed in electronic format (e.g. PDF). The invoice will be issued to the Buyer towards the payments already made, clearing all the advance payments made and it will be delivered to the Buyer together with the delivery of goods, at latest.

- **Buyer** – is understood to be a physical entity concluding a contract with the Seller according to these GBTC, or otherwise dealing with the Seller outside his/her entrepreneurial activities or outside the execution of his/her profession, e.g. the Consumer; it can also be the Entrepreneur who is a legal or physical entity and is dealing with the issue of conclusion of such contract within his/her commercial or other entrepreneurial activities.

- **Order** – is made electronically using the electronic order form on the Seller's website. Sending of

the electronic order shall be deemed to be an action by the Buyer that identifies without any doubt the ordered delivery, including the price, person of the Buyer, as well as the way of payment, e.g. for the Buyer it's the binding draft contract. The condition for the electronic order validity is the filling in into the form of all mandatory data, possibility of getting acquainted with these GBTC on the Seller's website and confirmation by the Buyer of getting acquainted and accepting these GBTC.

- **Notification** – a short communication from the Seller concerning changes in his person, the introduction of new service, product or goods, new pricing or update of these GBTC. The Seller usually informs the Buyer about the content of notifications by means of an electronic mail and simultaneously also at the web site.
- **Seller** is the company D.I.C. INVESTMENT Limited, Dominion Centre, Room 1802, 43-59 Queens Road Street, Hong Kong
- **Product or Goods** – natural cut diamonds, jewels, watches, membership in the diamond club or other goods and services from the current Seller's offer that are the subject matter of sale according to the GBTC.
- **Purchase Program** – the amount of recurrent monthly payments and recurrent purchase chosen by the Buyer in accordance with the parameters listed in the individual programs of the Article 1.7.
- **Rapaport - Rapaport Diamond Report** (for short Rapaport or RAP) is the globally recognized price list of diamonds providing the worldwide benchmark for determination of the value of diamonds at the particular time and place in accordance with the fluctuation in the financial market ([www.diamonds.net](http://www.diamonds.net), [www.rapaport.com](http://www.rapaport.com)).
- **Regular payment** – the instalment payment towards the purchase price is the monthly payment by the Buyer, sent to the Seller's account, whereas as regular part payment is considered the summary payment credited to the Seller's account in the particular calendar month that is higher than or equal to the minimum monthly payment determined by the purchase program chosen and credited to the Seller's account at latest at the last day of the particular month. The regularity of the payment is still assessed in accordance with the current purchase program at the time of crediting of the specific payment to the Seller's account.
- **Contract** – a contract/agreement where on one side there is the Seller and on the other side there is the Buyer, whereby the subject matter of such contract is the delivery (ies) of goods according to the dates determined by the Buyer's capability to pay and the purchase program chosen according to the Art. 1.7. In the case that there is a reference in these GBTC to the Contract, such reference means any document that forms or is part thereof, such as the order, acceptance, integral part, GBTC, etc. The contracting parties are aware of and agree with the fact that the contract is concluded by means of remote communication (distance contract) and consists of the Buyer's order, acceptance by the Seller and these GBTC.
- **Contracting parties** – the parties of these GBTC and Contract, or the participants of the contracting relationship, where there is a Seller on one hand and the Buyer on the other one.
- **Time or Delivery time** – the time within which the Seller is obliged to provide the Delivery, provided the conditions are fulfilled, set by this Contract, the Seller and these GBTC. The Seller has the right to specify unilaterally the time of delivery, depending on the demandingness of the supply and his time and operation possibilities. The indicative time is set in the order acceptance. In the case of delay in the delivery of data necessary to create the Order on the Buyer's side, the Seller has the right to extend the date of handing over of the delivery. To resolve any doubt, the deadline is considered the time of 30 days after the full down-payment of the purchase price and agreed upon way of Delivery. The Seller sends the information on the preparedness of the goods to the Buyer by e-mail.
- **Monthly payment** – Buyer's financial performance in the favour of Seller prior to the beginning of Delivery. The amount of advance payments and the due dates are defined in the particular purchase program.

## **1.7 Definiton of the Purchase Program parameters**

### **Monthly payments:**

Minimum of USD 60 or its multiples 120, 180, 240, 360, 420....600....1,500...3,000...6,000, etc.

### **Specification o goods:**

Membership in diamond club: the parameters are described at: [www.diamond-international-club.com](http://www.diamond-international-club.com)

Diamonds :

Cut : round, brilliant

Weight: 0.30-035ct , 0.50-0.55ct , 1.00-1.05ct

Colour: D- H

Clarity: IF -SI1

Certificate: IGI, GIA, HRD

Jewels and Watches and other goods: exhibited and sold in partnership business premises and jewels, watches and other goods of the Seller shown in the CZ at Seller's web sites

1.8 The Buyer acknowledges that by paying the monthly payment made after the delivery he/she concludes the contract with the same wording. If, based on the Seller's notification, the Buyer doesn't express actively his/her opinion according to the Art. 2.1.7, the excess payment after the delivery shall be considered as advance payment too.

## **II. Conclusion of the Contract**

### **2.1 Procedure for concluding a Contract**

2.1.1 Both individual and recurring Contracts are concluded by means of the on-line forms on the web or by e-mail. The Purchase Contract is concluded from the moment when the Seller accepts the order sent by the Buyer by means of the on-line form on the web or by e-mail according to the art. 2.1.5.,

2.1.2 Based on such Contract concluded between the Buyer and Seller, the Seller undertakes to provide the Buyer with the goods according to the payments already made towards the purchase price according to the parameters set below.

2.1.4 Except for the above, the order shall include also the particulars required by electronic order form at the Seller's website; the order can eventually be sent by e-mail for confirmation.

2.1.5 After having received the order, the Seller sends the Buyer the order acceptance by means of web interface or by e-mail. The Seller is obliged to send to the Buyer the order acceptance at latest within 5 working days from the date of delivery of the order (the acceptance is usually made immediately). When the basic data (scope and characteristics of the delivery) issued by the Seller in the order acceptance correspond with the content of the Buyer's order, by sending the order acceptance the Seller confirms his will to accept the Buyer's order as binding; herewith is concluded the contract and established the contractual relationship.

2.1.6 The content and scope of deliveries to be made, as well as other arrangements such as, in particular, the duration, deadline, obligation of the Buyer to provide collaboration, payments, are set by these GBTC and any individual contract, provided such contract contains arrangements different from these GBTC.

2.1.7 For the purpose of these GBTC and of the Contract, the Buyer explicitly agrees that unless he/she actively expresses within 5 days his/her opinion of any documents, timetables, notifications, clarifications of information or requests made by the Seller, the Seller will consider all his proposals as approved by the Buyer.

2.1.8 The changes to the Contract are negotiated by the Seller and Buyer in the way outlined in the Art. 1.9, 2.1 and following.

2.1.9 The Seller is entitled to require the Buyer to prove his/her identity by means of identity card or other identity document provided with the photo and in the case of the Buyer's representative, the Seller is entitled to ask him/her to prove the relationship with the Buyer by submitting the written power of attorney entitling the Buyer's representative to act on the Buyer's behalf. The Seller is entitled to keep for the purpose of filing the copy of the identity document or power of attorney as specified in the previous sentence.

### **III. Distribution of deliveries. Purchase price, payment terms**

#### **3.1 Distribution of the delivery**

3.1.1 The Buyer can obtain the delivery by personal takeover at the partnership Buyer's facility at:

Široká 15, 110 00 Praha 1, Czech Republic,  
Krasovského 13 ,851 01 Bratislava, Slovak Republic,  
Concord Tower 3508 , Dubai Media City , Dubai UAE ,  
Nikolay Haytov 8A, 1113 Sofia, Bulgaria,

The list of current business premises – takeover facilities can be found at Seller's websites.

Further the goods can be delivered to a properly indicated address after the proper and by the Seller approved payment according to the pricelist of deliveries

In the case of a personal takeover of the diamond in these partnership business premises the Buyer agrees with the transfer of the subject matter of the Purchase Contract to these partnership subjects or collaborating companies. In the case of personal takeover, a legal value added tax is added to the advances paid or to the Purchase Price and it must be paid by the Buyer at the latest when the goods are handed over.

3.1.2 Distribution of the delivery to the place designated by the Buyer will be made within 30 days from the payment of the purchase price and the of shipping according to the price list of deliveries, whichever comes later.

3.1.3 Should the Buyer fail to collect his/her delivery in the partnership business premises within 90 days from the notification of the readiness of goods for takeover or refuse to take the goods over at the properly designated address, the Seller is entitled to charge the Buyer with the storage in the amount of 0,3% of the price of goods daily.

#### **3.2 Selection of goods**

3.2.1. The Buyer can at any time take the goods towards the payments already made.

The selection of goods can be made either in the partnership business premises or at Seller's web site [www.diamondcertainty.com](http://www.diamondcertainty.com) or [www.diamond-international-club.com](http://www.diamond-international-club.com)

If the Buyer confirms his/her choice at the Seller's web site, the purchase is considered to be realized and within 10 working days the Seller sends to the Buyer the e-mail with the information about the readiness of goods for personal takeover and eventual possibilities of the alternative ways of delivery according to the art. 1.6. The concrete price of concrete goods is specified at Seller's web sites and in the case of exhibited goods, in the partnership business premises. If, in the decisive time of purchase the right originated for the Buyer to the Bonus for proper payment of advances according to the Art. 1.6, this bonus is included and the final price of diamond for the Buyer will be in such case reduced by the amount of bonus.

3.2.2 Individual prices of deliveries and services, as well as the total payment resulting from the specific purchase program stipulated in the art. 1.7 are VAT free.

VAT is added to the price of goods at the moment of personal takeover in the partnership business premises and the Buyer undertakes to pay the legal VAT and the eventual pay-up to the purchase price at the moment of takeover of the given goods, at the latest

### **3.3 Payment terms and consequences of certain breaches**

3.3.1 The Buyer makes the Contract payments based on his/her ability to do so, however at least in the minimum amount resulting from the selected Program of Purchase referred to in the Art. 1.7 of these GBTC. Payment is made by wire transfer to the Seller's account specified in the confirmed order. This provision does not apply in the case on an on-line payment (i.e. through Pay-Pal system or by means of payment or credit cards). In such case the buyer makes the payment by means of the relevant payment on-line system in the CZ of the Seller's web site.

3.3.2 The contract is concluded in accordance with the art. 2.1.1 f the GBTC after the acceptance of the Buyer's order by the Seller.

After takeover of any individual piece of goods from the delivery the Seller receives the invoice that is at the same time considered to be a delivery note. The invoice includes the clearance of previous monthly payments.

3.3.3 The Buyer's obligation to pay his/her liability towards the Seller duly and on time is satisfied on the date of crediting of the advance to the Seller account until the full payment of the goods.

### **IV. Duration and termination of the Contract**

4.1.1 The Contract is terminated:

- based on the written agreement of both Parties,
- by written notice of the Buyer for the reasons of and in accordance with these GBTC or by written notice of the Seller for the reasons of and in accordance with these GBTC or due to a circumstance that negates the legality and prevents him from the fulfilment of the contractual obligations. The notice period is 15 days.
- by withdrawing from the Contract by any of contracting Parties.

4.1.2 Withdrawing from the Contract is possible only for the reasons set by these GBTC, unless otherwise agreed by the contracting parties in the Contract, based on the written notice delivered to the other party with the specification of the reason of the avoidance and with the withdrawal effect beginning in the moment of delivery of such notification to other party. The Buyer herewith acknowledges that it is not possible to withdraw from the contract from the reasons other than mentioned above, since it is a delivery of goods whose price depends on financial market disparities, independent from the Seller's will that can occur in the course of the period for withdrawal from the Contract after it was concluded.

4.1.3 Any contracting party is entitled to withdraw from the Contract in the case that the other Party went into liquidation, a forced administration was imposed to, an insolvency proceeding was initiated and is in progress against it, the proposal was rejected to begin the insolvency proceeding due to the lack of property, or the enforcement of the decision (execution) started in.

4.1.4 The Buyer is further entitled to withdraw from the Contract due to the substantial breach of the Contract by the Seller, such as repeated failure to fulfil the obligations resulting to the Seller from the Contract which the Seller fails to remedy within 60 (sixty) days from the delivery of a written call informing about such non-performance. In such case the Buyer will be refunded by transferring to the by him/her specified bank account all unused advance payments in full amount.

4.1.5 By withdrawing from the Contract, all rights and obligations of the Parties resulting from the Contract cease with the exception of those that, due to their nature and will of the Parties, are to last even after the Contract termination, especially the rights and obligations stipulated in the provisions regarding the compensation for damages, contractual fines and Buyer's obligation to pay the liabilities due.

4.1.6 The Buyer is entitled to terminate the Contract for and subject to the conditions stipulated in the Art. 8.2 or without specifying any reason. The notice period of one month begins to lapse from the first day after the delivery of a written notice to the Seller. When the Buyer terminates the

Contract, the Seller has the right to keep the already paid advances and to clear them towards and further release to the Buyer the goods in the value, equal to the remaining value of the advance payments already paid.

4.1.7 The Seller has the right to terminate the Contract due to the substantial breach on the Buyer's side, such as delay in the payment of 3 (three) consecutive payables (advances) according to the Purchase program and failure to keep to the payment moral, whereby the rightness of advance payment is assessed according to the current Purchase program valid on the day when the advance was delivered. The notice period of one month begins to lapse from the first day after the delivery of a written notice to the Buyer. In such case the Seller has the right to count the already made payments-towards and to release to the Buyer the goods in the value, equal to the remaining value of the advance payments already paid.

4.1.8 The goods released to the Buyer according to the Art. 4.1.6 a 4.1.7 correspond to the Purchase price really paid.

4.1.9 Provided it will be necessary for the settlement of any common liabilities, payments and credits, the Seller has in any case the right to release to the Buyer also any other goods (e.g. diamonds of any other weight and quality characteristics).

4.1.10 Any notifications in relation to the Contract termination shall be made in accordance with the Art. VII GBTC, delivered by e-mail to the contact e-mail address or published at the web interface.

## **4.2 Further provisions in relation to delivery**

4.2.1 If the failure to comply with the delivery time was caused by the reasons beyond the Seller's control, the delivery time shall be prolonged accordingly.

## **V. Obligations of the Parties, guarantee**

### **5.1 Liability**

5.1.1 Seller is liable to the Buyer for any damage caused to him/her by the Seller's breach of the obligations under this contractual relationship. The Seller is not liable for any damages or defects in the delivery that were not caused by him.

5.1.2 Except for the cases provided by the applicable law, the participants of this contractual relationship are not liable for the breach of liabilities caused by force majeure, i.e. circumstances that occurred independently of the will of participants and could not be averted despite of all possible effort or that are an objectively unavoidable accident.

5.1.3 Force majeure:

The said circumstances that can't be influenced by the participants and therefore exclude the liability are:

- state of war
- legal restrictions on export, import, production, strikes, sabotages,
- natural disasters
- other facts the Seller was not able to foresee or to influence even by making reasonable effort and which hinder the fulfilment of the concluded contract.

5.1.4 The affected Party is obliged to inform the other Party without any delay about the occurrence of the liability excluding circumstances, otherwise it loses the right to avoid the consequences of such circumstances. Upon termination of such circumstances, the Party concerned is obliged to immediately inform the other Party hereto about the alternative date of fulfilment. The Seller shall fulfil the obligations under this paragraph by publishing these circumstances at his official product website or by sending an e-mail.

5.1.5 The Seller shall deal with the eventual Buyers' complaints to the satisfaction of each Buyer by means of the individual agreement and in accordance with the legal regulations in force. Upon the receipt of goods, the Buyer is obliged to inspect the goods in order to discover any apparent defects in both quality and quantity, as well as the damages. The Buyer is obliged to inform the Seller without any delay about any further eventual non-apparent defects, particularly defects of material or processing and at the same time to prevent the subsequent damages resulting from the further use

of goods. The Seller shall not be liable for this way arisen defects and those caused by the carrier. Unless stated otherwise, the goods are subject to the 12-month guarantee. The procedure of making claims and other conditions are governed by the complaint rules of the company, available at the Seller's business premises and at the company web site [www.diamondcertainty.com](http://www.diamondcertainty.com) .

## **VI. Personal data protection**

6.1 When placing an order, the data are required, necessary for the successful execution of the order (name/company, address and contact, etc.). The data provided will be used to fulfil the legal obligations, liabilities specified in the Contract and these GBTC, such as executing orders, dealing with complaints, etc. The personal data are processed by means of the electronic database, necessary for negotiations and closely linked with the fulfilment of the Seller's obligations and realization of the Contract, as well as, where appropriate, through third-party personal data processors, responsible for their conduct.

6.2 The data are at the exclusive disposal of the Seller and provided to third parties only with the exceptions, listed in the Article VI. of the GBTC and further with the exception of situations relating to distribution or payments, bookkeeping and fulfilment of other legal obligations of the Seller. They will not be provided to any other person.

6.3 By providing of the above personal data, the Buyer agrees with the use of these data by the Seller and third parties, companies collaborating with the Seller, for the purpose of offering their products and services.

6.4 By confirming the order, the Buyer:

6.4.1 agrees with the use of his/her personal data for electronic sending by the Seller of business communications, advertising materials, direct sale, market research and direct offers of products and, at the same time

6.4.2 declares that he/she doesn't consider the sending of information according to the par. 6.4.1 to be an unsolicited advertising, because the Buyer explicitly agrees with such sending of information.

6.5 the Buyer may revoke the consent under this par. By e-mail at any time.

6.6 Both Seller and Buyer undertake to treat confidentially all documents and information expressly marked as confidential, the confidentiality of which is based on the law or are clearly not intended for any third party.

## **VII. Delivery, cashless payments**

7.1 Any notifications concerning the Seller's and Buyer's relationship, in particular those concerning the creation, duration and termination of Contract, with the exceptions stipulated in the Contract and these GBTC shall be delivered either by e-mail to the relevant second Party's contact address or published at the web or in the CZ and are considered as delivered and effective from the moment when three days lapsed from the dispatch by the Seller of the e-mail or from the moment of publishing at the website.

7.2 Regular correspondence between the Contracting Parties can be exchanged by e-mail whereby the e-mail delivery occurs in the moment of sending of the electronic message to the relevant addressee's e-mail address provided this will occur during the working days between 9:00–17:00 o'clock, otherwise at 9:00 o'clock of the first working day following the day not worked and provided the receipt of notification is confirmed to the sender from the same e-mail address the original e-mail was sent by the sender to (with the exception of delivery of orders).

7.3 Any cashless payments between the Parties will be made by wire transfer to the bank accounts specified in the Contract. An exception from this rule or change of the bank account number shall be notified to the other Contracting Party in a way described in the Art. 7.1.

## **VIII. Final provisions**

8.1 Unless otherwise agreed in the particular Contract, all business relations between the Buyer and Seller shall be governed by these GBTC of the Seller.

8.2 The Seller is entitled to change or amend unilaterally the GBTC; at the same time, he is than

obliged to publish without any delay the new GBTC on his internet websites. By payment of the instalment that will be made after such GBTC modification the Buyer accepts these changes in full. As approval is considered also the procedure according to the Art. 2.1.7. In the case of disagreement with the unilateral modification of GBTC the Buyer has the right to terminate the contract, within 7 days from the modification notification, with one-month notice. If the Buyer doesn't terminate the Contract according to the previous sentence, it is considered that he/she agrees with the GBTC modification and wishes to remain in the contractual relationship with the Seller, respecting the modified GBTC wording. Minor amendments and modifications of unsubstantial character are not subject to consent.

8.3 Any other verbal arrangements are ineffective.

8.4 In the case when any of the provisions of these GBTC becomes ineffective, the remaining provisions remain effective. The Buyer and Seller undertake to replace without any delay the invalid provision by such one that is the closest to the economic purpose pursued by the ineffective provision and to do so by means of a written supplement.

8.5 The concluded contracts are archived by the Seller in electronic format and are not accessible. The language of communication between the Seller and the Buyer and the language of the Contract is both English and Czech.

8.6 These General Business Terms including further legal relationships not governed herewith, as well as (order confirmation) those referring to these General Business Terms are governed by the law of Hong Kong for all Buyers and they are in the exclusive jurisdiction of Hong Kong courts.

8.7 Each Party hereto is obliged to inform the other Party without any delay of all the facts not specified in the Contract that may affect the fulfilment of obligations under this Contract.

8.8 The Buyer has no right to transfer his/her rights and obligations under this Contract, either in part or fully, without prior written consent of the Seller. The Seller undertakes not to withhold such consent unreasonably.

8.9 These GBTC are valid and effective from 25. 9. 2017.

Prague, September 25, 2017

Luboš Říha, Director