

**GENERAL TERMS AND CONDITIONS of JSTB International, s.r.o. – SALE OF TRAMPOLINES  
(hereinafter as the “TCs”)**

**1. Definitions of Terms**

- 1.1 “**Seller**” shall mean the company JSTB International, s.r.o., Company Reg. No.: 28135466, with registered office at Petráská 1168/29, Nové Město, 110 00 Praha 1, registered with the Municipal Court in Prague, section C, file no. 255845.
- 1.2 “**Customer**” shall mean the other Party to the Contract which undertakes to accept the Subject of Sale and pay the purchase price for it to the Seller. The Customer undertakes to inform the Seller about any changes concerning its address, registered seat or other invoice data. The Customer shall mean a consumer or entrepreneur. A consumer is anyone who concludes this Contract beyond the scope of its business activities, or beyond the scope of its individual practice of its profession. An entrepreneur is a person who individually carries out on its own account and responsibility gainful occupation as a trade or similar activity with the aim to do so systematically in order to achieve a profit.
- 1.3 “**Order**” shall mean an order validly made by the Customer and confirmed by the Seller based on which a purchase contract shall be concluded between the Seller and the Customer. If a Contract is concluded electronically, the Order shall mean the Seller’s electronic order form.
- 1.4 “**Contract**” shall mean a purchase contract concluded between the Seller and the Customer in the form of an Order under the terms and conditions stipulated herein. When a Contract is concluded at the Seller’s premises, the Contract shall be deemed concluded once the Order is signed by the Seller and Customer. When a Contract is concluded by distance means, the Contract shall be deemed concluded once the Order is confirmed by the Seller. When a Contract is concluded electronically, the Contract shall be deemed concluded when these TCs are confirmed and an electronic Order is sent to the Seller who shall confirm the Order in return. Any amendment to the Contract shall be confirmed by the Seller and the Customer in writing in compliance with these TCs. Otherwise the amendment shall not be valid. A sample of the electronic order form is included in the annex to these TCs.
- 1.5 “**Subject of sale**” shall mean an item which is to be sold by the Seller to the Customer based on the Contract, particularly involving trampolines, as described and specified in the Order, their parts (components) or accessories. If the Subject of sale concerns an individual trampoline part or accessories, only relevant provisions of these TCs shall be valid between the Parties.
- 1.6 “**Know - how**” shall mean certain original literary, dramatic work, piece of music, artistic and other work within the meaning of the Czech Copyright Act and the Berne Convention used in relation to Trademarks and the JUMPING® fitness training programme.
- 1.7 “**Trademark**” shall mean certain word, graphical or combined trademarks a/or designation of services which are owned or used by the Seller or a person connected with the Seller as on the effective date of this Contract.

**2. Introductory Provisions**

- 2.1 These TCs shall govern the rights and obligations of the Customer and of the Seller in connection with the sale of trampolines, their individual parts (components) or accessories at the Seller’s premises, electronically or by distance means.
- 2.2 By making an Order, the Customer confirms that it has been familiarized and agrees with these TCs.
- 2.3 If the Contract cannot be concluded because the goods required are out of stock, or cannot be delivered for reasons on the part of the Seller’s sub-suppliers, the Seller shall inform the Customer and cancel or amend the Order as agreed with the Customer.
- 2.4 The relationship between the Seller and the Customer shall be governed by the laws of the Czech Republic, particularly by Act no. 89/2012 Coll., Civil Code (hereinafter as the “**Civil Code**”).

**3. Price and Payment Terms**

- 3.1 Unless otherwise stipulated in the Contract, the Customer shall pay the purchase price based on an invoice issued by the Seller and within the due date indicated in the invoice. Invoices shall be issued by the Seller before the Subject of sale is dispatched to the Customer, unless otherwise agreed by the Parties in writing. Invoices shall be issued in accordance with Act no. 235/2004 Coll., on value added tax, and Act no. 563/1991 Coll., on accounting, as amended.
- 3.2 Should the Customer be in default of payment of the price for the Subject of sale as specified in the Contract, the Customer shall be obliged to pay to the Seller interest on late payment equalling 0.1% of the amount due for each commenced day of delay. Entitlement to interest on late payment shall be without prejudice to entitlement to compensation for damage, even if it exceeds the value of interest on late payment.

- 3.3 Payments shall be made as specified by the Seller, preferably by credit transfer to a bank account specified by the Seller in advance.
- 3.4 Upon execution of the Contract, the Seller shall be entitled to require a deposit from the Customer equalling up to 30% of the purchase price. The Customer shall pay the deposit at the date of conclusion of the Contract. The deposit shall be set against the relevant part of the purchase price.
- 3.5 If delivery of the Subject of sale is arranged to a place requested by the Customer, the Customer undertakes to pay to the Seller, in addition to the purchase price, also costs connected with such delivery.

**4. Delivery Terms**

- 4.1 In case of orders without delivery, the Customer shall collect the Subject of sale at the Seller’s premises personally or have it collected by a person (or third party) authorized by the Customer.
- 4.2 In case of orders without delivery, the risk of damage to the Subject of sale shall pass to the Customer once the goods are made available for transport or once the Customer or a person (or third party) authorized by the Customer collects the goods.
- 4.3 If the Seller arranges transport of the Subject of sale from the Seller’s premises to a place specified by the Customer, it needs to be indicated in the Order.
- 4.4 When transporting the goods from the Seller’s premises to a place specified by the Customer, the Subject of sale shall be deemed handed over to the Customer as soon as the Subject of sale is made available to the Customer on an incoming vehicle, ready for unloading in a place specified by the Customer. All risks connected with unloading of the Subject of sale shall be borne by the Customer.
- 4.5 If the Subject of sale is a used item, the Seller’s authorized worker shall draw up a handover certificate confirming handover of the Subject of sale and describing the technical condition of the Subject of sale and defects, if any. The handover certificate shall be signed by the Customer and the Seller’s authorized worker.

**5. Transfer of Title and Retention of Title**

- 5.1 If the Customer is a consumer, it shall assume title to the Subject of sale upon acceptance of the Subject of sale. If the Customer is an entrepreneur, retention of title shall apply between the Parties, as described below.
- 5.2 The Subject of sale shall remain the property of the Seller even after the Contract comes into effect and the Subject of sale is handed over to the Customer. Title to the Subject of sale shall not pass to the Customer until its price is paid in full and all entitlements exercised by the Seller against the Customer based on mutual contractual relationships are fulfilled (retention of title).
- 5.3 As long as retention of title applies, the Customer shall not be entitled to pledge the Subject of sale under retention of title, or make the Subject of sale available to third parties in any way (re-sale, etc.). Should the Subject of sale be withheld, confiscated, treated or used in another way by third parties, the Customer shall notify the Seller without undue delay.
- 5.4 Should the Customer breach its obligations, particularly as regards default of payment of its liabilities, the Seller shall be entitled to require the Subject of sale under retention of title back, even without having to withdraw from the Contract. In such a case, the Customer shall be obliged to immediately return the Subject of sale to the Seller at its own cost upon the Seller’s request and deliver it directly to the Seller’s premises or hand it over to a carrier or another person authorized by the Seller to deliver it to the Seller’s premises. Otherwise, the Customer shall be deemed to have given consent to the Seller to collect the Subject of sale from the place where the Subject of sale was placed by the Customer at the Customer’s cost.

**6. Withdrawal from the Contract**

- 6.1 If the Contract is concluded by distance means within the meaning of sec. 1820 et seq. of the Civil Code, the Customer (consumer) shall be entitled to withdraw from the Contract without giving a reason within 14 days of acceptance of the Subject of sale. This provision shall also apply if the Order is made by distance means and the Subject of sale is then collected from the Seller’s premises.
- 6.2 The possibility to withdraw from the Contract cannot be understood as a possibility to borrow the goods free of charge. Should the Customer wish to withdraw from the Contract, it shall return all fulfillments it obtained under the Contract to the Seller.
- 6.3 The Customer acknowledges that if the value of the Subject of sale returned by the Customer is reduced as a result of improper treatment of the Subject of sale contrary to its nature and characteristics, the Customer shall be liable for such reduction in the value of the Subject of sale. The right to compensation for damage incurred (reduction in the value of the Subject of sale) shall be

unilaterally offset against the Customer's entitlement to a refund of the purchase price.

- 6.4 The Customer shall return the Subject of sale within 14 days of withdrawal from the Contract. The Subject of sale shall be returned to the Seller's premises. The Seller shall not accept the Subject of sale if it is sent cash on delivery. The Subject of sale shall be sent complete, without any sign of wear or damage caused by the Customer. The Subject of sale shall be sent along with all related documents and documentation.
- 6.5 The cost of returning the Subject of sale shall be borne by the Customer.
- 6.6 The Seller shall be obliged to return to the Customer the full price of the Subject of sale no later than within 14 days of the moment the Seller received a notice of withdrawal from the Contract and the payment shall be made in the same way which was used by the Customer, or in another way as agreed by the Parties. If the Seller offers several options under a certain means of delivery of the Subject of sale, it shall be obliged to reimburse the cheapest option to the Customer; however, it shall not be obliged to refund the money received to the Customer before the Customer returns the Subject of sale to the Seller.
- 6.7 The Customer is aware of the fact that pursuant to sec. 1837 of the Civil Code, it shall not be possible to withdraw from the Contract under the above conditions if the Contract concerns:
  - delivery of goods customized to fit the Customer's needs or adjusted for the Customer;
  - delivery of perishable goods, as well as goods which were irreversibly mixed with other goods after delivery;
  - delivery of goods in sealed packaging which have been taken out of the packaging by the Customer and which cannot be returned for hygienic reasons.
- 6.8 The Customer may also inform the Seller about withdrawal from the Contract electronically (by e-mail). To withdraw from the Contract, the Customer may use the template in accordance with Government Regulation no. 363/2013 Coll., available [here](#).

#### 7. Warranty and Liability for Defects

- 7.1 The Subject of sale shall:
  - have the agreed, specified or usual characteristics;
  - be delivered in the required quantity;
  - comply with the requirements of legal regulations imposed on the given type of goods;
  - have the same quality or design as the agreed sample or template if quality was agreed in this way.
- 7.2 By concluding the Contract, the Customer represents that it is aware of the technical condition of the Subject of sale.
- 7.3 If the Subject of sale is a used item, the Customer represents that it does not have any reservation about the condition of the Subject of sale which reflects the age and wear of the Subject of sale.
- 7.4 If the Subject of sale accepted fails to comply with the above requirements, or if it is not fit for the purpose of use claimed by the Seller, or for the purpose which the Subject of sale of this kind is usually used for, it shall be deemed defective goods. The Seller shall be responsible for such defects of the Subject of sale in accordance with the terms and conditions stipulated by law and in this part of these TCs.
- 7.5 The Customer's right arising from defective fulfilment shall be based on a defect of the Subject of sale upon transfer of the risk of damage to the Customer, even if the defect does not show until later. The risk of damage shall pass to the Customer upon acceptance of the Subject of sale pursuant to sec. 4 hereof. The same consequence shall apply if the Customer fails to accept the Subject of sale even though the Seller made it available for loading.
- 7.6 The Seller shall be responsible for any damage incurred to the trampoline metal frame and handle after acceptance of the Subject of sale by the Customer for a warranty period of 24 months or for such a time as specified in an advertisement, on packaging or in the instructions manual. The 2-year warranty shall not apply to the rubber rope and trampoline mat as these are items subject to depreciation. For the Jumping@PROFI trampoline, the manufacturer recommends replacing the rubber ropes and trampoline mat no later than after 300 hours of use. If a defect occurs during six months of acceptance of the goods by the Customer, the Subject of sale shall be deemed faulty as of its acceptance. In case of a used item, the period for exercising the rights from faulty fulfilment shall be 12 months.
- 7.7 The warranty period shall be extended by the time during which the Seller handled the complaint concerning the Subject of sale. The rights arising from liability for defects which are covered under the warranty period shall cease to exist if not exercised within the warranty period.

- 7.8 If the Subject of sale is a used item, the Customer acknowledges that based on the provisions of sec. 2167, lit. c) of the Civil Code, the Seller shall not be liable - if the Subject of sale is a used item - for defects corresponding to the level of use or wear which the Subject of sale showed during its acceptance by the Customer.
- 7.9 The Seller shall not be responsible for any defects incurred as a result of regular wear or failure to comply with the instructions manual.
- 7.10 The Seller shall not be obliged to comply with the Customer's request if it proves that the Customer was aware of the defect before acceptance of the Subject of sale, or if the defect was caused by the Customer.
- 7.11 The Seller shall provide a 24-month warranty concerning the metal frame and trampoline handle unless it is a used item.
- 7.12 The warranty shall not apply to consumable materials (rubber rope and trampoline mat), spare parts or components subject to wear and lubricants.
- 7.13 The warranty shall not apply to defects caused by improper use of the Subject of sale (overloading, improper handling, improper repairs and unauthorized changes).

#### 8. Lodging a Complaint

- 8.1 In connection with a defect which constitutes a material breach of the Contract the Customer may lodge a complaint and at its discretion require:
  - elimination of the defect by having a new item or work without defect delivered, or by having a missing item delivered;
  - elimination of the defect by having it repaired free of charge;
  - adequate discount off the price; or
  - refund of the price based on withdrawal from the Contract.
- 8.2 A material breach shall mean a breach of the Contract which the party in breach of the Contract was aware of during conclusion of the Contract or if it must have known that the other Party would not have concluded the Contract if it had foreseen such defect.
- 8.3 The Customer shall inform the Seller about the preferred method of elimination of the defect pursuant to sec. 8.1 hereof. If the Customer fails to do so, the preferred method of the defect elimination shall be elimination by repair. The choice cannot be changed without the Seller's consent; this shall not apply if the Customer requested repair of the defect which proves to be non-repairable.
- 8.4 Should the Seller fail to eliminate the defect within a reasonable time limit (no later than within 30 days if the Customer is a consumer, and within 90 days in any other cases), or should the Seller inform the Customer that it will not eliminate the defect, the Customer may request a reasonable discount off the price instead of the defect elimination, or it may withdraw from the Contract. If the Customer fails to choose its right in time, it shall have the same rights as in the case of an immaterial breach of the Contract.
- 8.5 In case of a defect which constitutes an immaterial breach of the Contract (regardless of whether the defect can be eliminated or not), the Customer shall be entitled to elimination of the defect or an adequate discount off the price.
- 8.6 If the defect occurred repeatedly after a repair (third complaint concerning the same defect, or fourth complaint concerning different defects), or if the Subject of sale has a larger number of defects (at least three defects at the same time), the Customer may exercise its right to a discount off the price, replacement of the Subject of sale (delivery of a new item or work without defects), or withdraw from the Contract.
- 8.7 The Subject of sale subject to a complaint shall be delivered to the address of the Seller's premises at Chýnovská 2989, 390 02 Tábor, or handed over at any other business premises of the Seller. The Subject of sale subject to a complaint shall be delivered along with any documents which the Customer received with the Subject of sale (tax document, warranty card, etc.). It is also necessary to provide a short description of the defect of the Subject of sale under complaint, or to clearly highlight the defect in another way.
- 8.8 The Customer shall deliver the Subject of sale under complaint clean, rid of any dirt and hygienic. The Seller shall be entitled to refuse acceptance of the Subject of sale for the complaints procedure should it not comply with the general principles of hygiene.
- 8.9 The Seller undertakes to inform the Customer about acceptance of the complaint and decision in that matter no later than within three working days of its receipt. The Seller shall have 30 days to eliminate the defect if the Customer is a consumer, and 90 days in any other cases. The Seller shall not be liable for any damage arising from the use of the Subject of sale, for the Customer's lost profit caused by the defect of the Subject of sale, functional properties, for damage caused by improper use of the Subject of sale, and for damage caused by external circumstances and improper handling. These types of defects shall not be covered under the warranty granted.

## 9. Rights and Obligations of the Customer

- 9.1 The Customer shall be entitled to use the know-how and the Trademark only within the scope stipulated by the Contract.
- 9.2 The Customer shall be obliged to use the know-how and the Trademark only in connection with trampolines approved by the Seller in writing. If trampolines are delivered by the Seller, they shall be deemed approved.
- 9.3 The Customer shall be obliged to use the know-how and the Trademark only through a person trained by the Seller for that purpose. The Customer shall not be entitled to carry out such training itself and it shall use so called master instructors provided by the Seller.
- 9.4 The Customer is entitled to use the know-how and the Trademark within the scope stipulated in the Contract only within its premises at an address specified in the Order.
- 9.5 The Customer shall be obliged to allow the Seller, or a person authorized by the Seller, to check the use of the know-how and the use of Trademark.
- 9.6 The Customer shall be obliged to use the know-how and the Trademark in compliance with the principles of use which are specified in the logo manual, which is freely available at the Seller's website at [www.jumping-fitness.com](http://www.jumping-fitness.com), and in compliance with fair business practice.
- 9.7 The Customer shall be obliged to mark any visual recordings made in connection with the use of the know-how or with the use of the Trademark with a logo and the word "JUMPING®".
- 9.8 To promote the know-how and the Trademark, the Customer shall be obliged to use only advertising materials approved by the Seller in writing. If advertising materials are delivered by the Seller, they shall be deemed approved.
- 9.9 The Customer shall act in such a way so as not to damage the reputation of the Seller's know-how, Trademark or goods, or that of a person close to the Seller, or a person connected with or acting in accord with the Seller. The Customer shall not act contrary to the Seller's interests.
- 9.10 For the duration of the Contract, the Customer shall be obliged to promote only the Seller's products in connection with the know-how.
- 9.11 The Customer shall use the know-how and the Trademark so as not to damage the prestige and good name of the JUMPING® fitness training programme and/or of the Seller.
- 9.12 The Customer, members of the Customer's elected bodies, Customer's associates, persons close to the Customer or to members of elected bodies or associates shall not be entitled to use or register any mark which is identical to or interchangeable with the Seller's Trademark, or a mark that might promote a programme which is interchangeable with the JUMPING® training programme. This obligation shall apply for the duration of this Contract as well as for a period of ten (10) years after its termination.
- 9.13 The Customer, members of elected bodies of the Customer, Customer's associates, persons close to the Customer, members of elected bodies or associates shall not be entitled to run an activity similar to or interchangeable with the know-how or the Trademark under this Contract for a period of ten (10) years after termination of this Contract.
- 9.14 The Customer, members of elected bodies of the Customer, Customer's associates, persons close to the Customer or members of elected bodies or associates shall not be entitled to disclose any information or knowledge acquired from the Seller's documents or trainings, or documents designated as "confidential".
- 9.15 The Customer undertakes to mark its business premises with a readily visible sign of the "JUMPING®" logo at its own cost.
- 9.16 The Customer, members of elected bodies of the Customer, Customer's associates, persons close to the Customer or members of elected bodies or associates undertake(s) not to conclude any other Contract the content of which might have an impact on fulfilment of this Contract. They also undertake not to conclude any other contract the content of which is similar to the content of this Contract. For the duration of this Contract, the Customer undertakes not to conclude any other contract similar to this one and to refrain from any conduct which might be detrimental to the business activities in its business premises specified in the Contract.
- 9.17 The Customer undertakes that classes held under the JUMPING® fitness training programme in the Customer's premises shall be given only by persons who have concluded a licence agreement with the Seller, and not by anyone else, while such licence agreement shall entitle the instructor to demonstrate exercises and guide the classes of the JUMPING® fitness training programme and this agreement shall be valid and effective as on the date when the rights arising from this agreement are exercised.
- 9.18 The Customer shall not use (for profit or otherwise) the Trademark or know-how in a way other than what is allowed herein. The Customer is especially not entitled to use the Trademark in connection with other services or other goods (e.g. nutrition, supplements, clothes, etc.).
- 9.19 The Customer shall not be entitled to assign the rights and obligations hereunder, or a part thereof, to a third party. The Customer shall not be entitled to grant a sub-licence to any of the rights under this Contract.
- 9.20 The Customer shall be obliged to make sure that the Instructors shall offer the Programme in compliance with the provisions and requirements specified in the JUMPING® Logo Manual which is freely available as the Seller's website at [www.jumping-fitness.com](http://www.jumping-fitness.com), i.e. particularly using trampolines with the JUMPING® mark approved by the Seller in writing.

## 10. Final Provisions

- 10.1 The Customer gives consent to the Seller to collect and archive personal data about the Customer and its purchases. Such data may be processed solely in accordance with statutory procedures, as stipulated below.
- 10.2 Customer's data shall be stored in accordance with relevant laws of the Czech Republic, particularly Act no. 101/2000 Coll., on the protection of personal data. Any data obtained from the Customer shall be used by the Seller only for internal purposes of the company and to enhance its services. External suppliers are an exception and they shall be provided the Customer's data to a minimum extent which is necessary for trouble-free delivery of the Subject of sale.
- 10.3 The Customer shall be entitled to complain with a supervisory body or with a state supervision body, such as the Czech Trade Inspection Authority, relevant trade office and, in connection with the protection of personal data, also with the Office for Personal Data Protection. The Buyer who meets the characteristics of a consumer pursuant to sec. 2, par. 1, lit. a) of Act no. 634/1992 Coll., on the protection of the Consumer (hereinafter as the "Consumer Protection Act") shall have the right, pursuant to sec. 20d et seq. of the Consumer Protection Act, to an out-of-court settlement of a dispute arising from a purchase contract concerning a Subject of sale. The entity for an out-of-court settlement of consumer disputes (i.e. a body authorized to settle such disputes) shall be, within the meaning of sec. 20e, lit. d) of the Consumer Protection Act, the Czech Trade Inspection Authority. The website of the Czech Trade Inspection Authority is <http://www.coi.cz/>.
- 10.4 These TCs might vary in case of other contracts concluded in the future. This shall be without prejudice to this Contract.
- 10.5 The provisions of these TCs shall govern the rights and obligations of the Seller and the Customer unless otherwise agreed in the relevant Contract and confirmed in the Order.
- 10.6 If in a specific Contract the Seller and the Customer agree on terms and conditions which differ from the terms and conditions stipulated herein, these TCs shall apply only subsidiarily. The Customer's terms and conditions, if any, shall apply only if the Seller gives its explicit written consent to them when concluding the Contract. If the Customer's terms and conditions stipulate that the application of these TCs shall be subject to the Customer's explicit written consent, the conflict provisions of sec. 1751, par. 2, of the Civil Code shall apply.
- 10.7 If the Customer is a consumer, the provisions of these TCs shall apply only to the extent which is not contrary to the provisions protecting the consumer which are contained particularly in the Civil Code.
- 10.8 The terms "written notification", "written consent", etc. in these TCs shall mean notification, consent, etc. made in writing and signed, or sent by e-mail. If a notification is sent from an e-mail address communicated by the Customer, the Customer may not claim abuse of the e-mail address. With notifications sent by fax, the requirement for a written form is complied with only if the Customer communicated its contact fax number to the Seller in advance. If it is not possible to prove that a written notification, consent, etc. was delivered, it shall be deemed delivered on the third business day of their demonstrable dispatch.
- 10.9 If any obligation or provision arising from the Contract is or becomes invalid, unenforceable and/or ostensible, such invalidity, unenforceability and/or ostensible character shall be without prejudice to the other provisions. The Parties shall replace such an invalid, unenforceable and/or ostensible obligation with an obligation which corresponds with the original, severed obligation to the maximum extent possible.
- 10.10 Any Contract concluded may only be amended by written addenda approved by the Seller and the Customer.

10.11 Any disputes arising from this Contract and/or in connection with it shall be settled with final validity by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbiters pursuant to its Rules. If for any reason jurisdiction is not given to the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, any disputes arising from this Contract and/or in connection with it shall be settled by general courts of the Czech Republic.

**Annex no. 1 – A Sample of the Electronic Order Form**