

General terms and conditions of T-SHIRTS 4U Ltd. valid from January 1st, 2024

1. Subject and scope of general terms and conditions

- 1.1 These general terms and conditions (hereinafter referred to as "GTC") regulate the rights and obligations of T-SHIRTS 4U Ltd., ID 63986515, with registered office at Vaníčková 315/7, 169 00 Prague 6, registered in the commercial register maintained by the Municipal Court in Prague, section C, insertion 38359 (hereinafter referred to as "the T4U company") and its customers, as well as the procedure for concluding a contract with the customer.
- 1.2 The General Terms and Conditions are, in accordance with the provisions of § 1751 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code") part of the content of contracts concluded by T4U with the customer, and the customer had the opportunity to become familiar with these General Terms and Conditions before concluding the contract, either on the website of T4U (Internet domain <http://www.t4u.cz>), or by sending them to T4U together with the offer. The content of the contract consists of T4U's offer and the GTC accepted by the customer. If T4U has concluded a framework contract with the customer, the content specific purchase contracts or work contracts as well as framework contract arrangements.
- 1.3 In case of a conflict between the provisions of the General Terms and Conditions and the provisions of the purchase contract or contract for work, the provisions of the purchase contract take precedence, or work contracts. In the event of a conflict between the provisions of the GTC and the provisions of the framework agreement, the provisions of the framework agreement take precedence. In case of a conflict between the provisions of the framework contract and the provisions of a specific purchase contract or work contract, the provisions of the specific purchase contract take precedence, or work contracts.
- 1.4 The customer can only be an individual or a company who runs a business and with whom T4U concludes a contract in connection with the customer's business, the subject of which is the delivery of custom-made textiles (purchase contract; the customer is the buyer) or the execution of printing, embroidery, sublimation or application prints on the customer's textile (work contract; the customer is the one ordering goods and / or services). For the avoidance of doubt, only a person who identifies himself to T4U by his ID number is considered a customer.
- 1.5 The Czech Republic is also considered a customer, or another state, territorial self-governing unit (municipality, region) or other public procurement contractor pursuant to § 4 of Act No. 134/2016 Coll., on public procurement, as amended, such as a state contribution organization or a contribution organization in which the function of the founder is performed by a territorial self-governing unit, if the T4U company concludes a contract with such an entity, the subject of which is the delivery of custom-made textiles or the execution of printing, embroidery, sublimation or the application of prints on the customer's textiles.

2. Conclusion of the contract

- 2.1 The contract between T4U and the customer is concluded upon acceptance of the offer from T4U by the customer.
- 2.2 The customer may contact T4U in person or by e-mail with their request for a quote. The request must include:
1. customer contact details (first and last name or name, identification number of a person or a company, place of business, registered office or residence);
 2. graphic materials;
 3. print model / print instructions;
 4. production date;
 5. method of packaging;
 6. number of pieces;
 7. when ordering goods: type of goods, size, numbers, colour;
 8. method of transporting goods.
- 2.3 Graphic materials can be delivered in electronic form Pdf, Ai, EPS, PSD, TIFF or in another form agreed by T4U.
- 2.4 If the data contained in the customer's request provide enough information to process the offer, T4U will send the customer an offer in the form of an offer sheet. The offer will be sent to the customer by e-mail. The offer must include a notice that the contract is governed by these GTC. T4U is bound by the offer for a period of fourteen days from the day it is sent to the customer, unless otherwise stated in the offer.
- 2.5 If the customer agrees with the offer, he confirms its acceptance to T4U by e-mail. The contract is concluded by the delivery of the acceptance by T4U, according to Article 1.4. of these Terms.
- 2.6 If the acceptance of the offer is delivered to T4U by 1:00 p.m. on a working day, it is registered in the information system of T4U on the same day (hereinafter referred to as the "information system"). If the acceptance of the offer is delivered to T4U after 1:00 p.m. on a working day or on a day other than a working day, is registered in the information system no later than the following working day.

3. Delivery period

- 3.1 The deadline for the delivery of custom-made textiles or the execution of printing, embroidery, sublimation or the application of prints on the customer's textiles (hereinafter referred to as the "delivery deadline") is included in the T4U offer.
- 3.2 The delivery period is considered to have been met if within this period
- a) the goods are ready for collection by the customer at the T4U company premises at the address Vaničková 315/7, Prague 6, and the customer is informed of this fact;
 - b) the goods are handed over for transport, if the transport is provided by a transport service.

- 3.3 The T4U company ceases to be bound by the obligation to comply with the delivery deadline (fulfil the order within the delivery deadline) in the following cases:
- a) the customer does not pay the advance invoice within the specified period;
 - b) the customer does not comment on the print mock-up within the period according to paragraph 6.3;
 - c) the customer does not comment on the modelled product within the period according to paragraph 6.8;
 - d) the customer did not deliver the goods for the creation of the work within the specified period (e.g. did not deliver the goods for decoration);
 - e) the customer has not delivered the documents necessary for the implementation of the order within the specified period;
 - f) the customer has not provided T4U with other cooperation necessary to fulfil its obligation;
 - g) the customer is in arrears with the payment of any monetary obligation owed to T4U;
 - h) there is a circumstance precluding liability within the meaning of § 2913 paragraph 2 of the Civil Code;
 - i) the goods necessary to fulfil the order are not available on the market;
 - j) in other cases determined by these GTC,
- while the new delivery period starts to run after the removal of the relevant obstacle.
- 3.4 The T4U company is obliged to inform the customer without undue delay that a circumstance excluding liability has occurred according to paragraph 3.3 letter h) of these GTC or that there are no available goods on the market necessary to fulfil the order according to paragraph 3.3 letter i) of these GTC.
- 3.5 If the T4U company is in delay in fulfilling the order within the delivery period, it is obliged to pay the customer, upon his written request, a contractual penalty of 0.05% of the purchase price for each day of delay.

4. Price

- 4.1 The price for the delivery of a custom-made textile or the execution of printing, embroidery, sublimation or the application of prints on the customer's textile (hereinafter referred to as the "purchase price") may be determined:
- 1. based on the submitted Offer of T4U;
 - 2. based on the valid price list of T4U;
 - 3. based on the content of the framework contract;
 - 4. by special agreement between T4U and the customer.

- 4.2 The purchase price will be stated in T4U's offer addressed to the customer and does not include the following costs:
- a) the cost for packaging the goods; the cost for packaging the goods will be determined according to the specific requirements of the customer for the packaging of the goods and their amount will be agreed with the customer together with the agreement on the method of packaging the goods;
 - b) the costs for making a print mock-up from the supplied graphics and editing the graphic materials supplied by the customer;
 - c) the cost for transporting the goods to the customer, unless otherwise specified in these GTC.
- 4.3 Value added tax is added to the purchase price in the amount determined by legal regulations on the date of the taxable transaction.

5. Maturity

- 5.1 Tax documents issued by T4U are due seven (7) days from the date of issue. Advance invoices issued by T4U are due three (3) days from the date of issue. The customer can request a change in the due date by sending an e-mail to the address: "info@t4u.cz". T4U is not obliged to comply with the request.
- 5.2 The purchase price and related costs can be paid
- a) by bank transfer
 - b) in cash
- 5.3 For new customers, T4U requires payment of an advance before starting production of the order. The amount of the deposit is stated in the offer according to paragraph 2.4.
- 5.4 After proper payment of the purchase price and related costs for three orders, T4U can agree with the customer on payment of the price and costs after taking over the goods for other orders. The customer must apply for this option by e-mail to info@t4u.cz, T4U does not need to notify him of this option. The customer is not automatically entitled to the above, and T4U may reject his request without stating the reason for the rejection.
- 5.5 If the customer is in arrears with the payment of the purchase price or related costs, the customer is obliged to pay T4U a contractual penalty of 0.1% of the amount due for each day of delay. The due date of the contractual penalty always occurs on the last day of the relevant calendar week in which the customer's delay in payment of the purchase price lasted, even partially.
- 5.6 Ownership of the goods is transferred to the customer only upon payment of the entire purchase price and/or related costs.
- 5.7 The customer is not entitled to unilaterally set off his claim against T4U's claim or assign his claim to T4U to a third party.
- 5.8 In the event of the customer's delay in paying the purchase price or related costs for more than ten days from the due date of the tax document or advance invoice, T4U is entitled to withdraw from the contract.

5.9 In case of the Customer's delay in payment of any monetary obligation to T4U, T4U shall be entitled to suspend all deliveries to the Customer until all of the Customer's obligations to T4U have been settled. Such suspension of supplies shall not be considered a breach of contract by T4U.

6. Print mock-up and modelled product

- 6.1 Print mock-up means a graphic design of printing, embroidery, sublimation or application of prints on textiles, which includes size, quantity, colour and method of technology (printing, embroidery or sublimation). The print mock-up can be supplied to T4U by the customer, or the print mock-up can be prepared by T4U. If the customer does not indicate at the latest when accepting the offer that he will supply the print mock-up, T4U will prepare the print mock-up; this does not apply if T4U and the customer agree otherwise. The T4U company is responsible for the preparation of the print mock-up, the amount of which will be agreed between the T4U company and the customer.
- 6.2 If T4U prepares a print mock-up, it is sent to the client by e-mail within 24 hours after the accepted offer has been registered in T4U's information system and all data for the preparation of the print mock-up has been provided by the customer, incl. any physical samples, if they are needed for the preparation of the print model.
- 6.3 The customer is obliged to comment on the print mock-up within 24 hours of its delivery. It is not possible to proceed with printing, embroidery, sublimation or application of prints on textiles without the approval of the print model by the customer. If the customer does not comment on the print mock-up within the time limit according to the first sentence, his right to have the order completed within the delivery time expires.
- 6.4 If the customer has reservations about the first print mock-up and the following (second) print mock-up sent by T4U to the customer has already been approved by the customer, the delivery period is extended by the period from the expiration of the period for comments on the first print mock-up until the customer approves the print mock-up. If the customer has reservations about the first print mock-up and the second print mock-up, the customer's right to have the order completed within the delivery time expires. Depending on the moment of approval of the print mock-up by the customer, T4U will agree a new delivery time with the customer.
- 6.5 After preparing the print model, the modelled product can be prepared. The designed product is prepared when the T4U company and the customer agree on it. The preparation of a patterned product means the execution of printing, embroidery, sublimation or the application of prints on one piece of textile.
- 6.6 The T4U company will agree with the customer whether the patterned product (i.e. own textile) will be sent to him by courier service or a scanned or photographed patterned product will be sent by e-mail.

- 6.7 In case that the patterned product is sent by the delivery service, the customer will be notified by e-mail about the delivery of the patterned product to the delivery service.
- 6.8 If a modelled product is sent to the customer by courier service, the customer is obliged to comment on the modelled product within 24 hours of its delivery. If the customer does not respond within this period, the customer's right to have the order completed within the delivery time expires, and T4U will agree a new delivery time with the customer.
- 6.9 Without approval of the patterned product or scanned or photographed patterned product by the customer, it is not possible to proceed with printing, embroidery, sublimation or application of prints on textiles for the agreed scope of the order (amount of textiles).
- 6.10 In the case of a customer's reservation to a sampled product or a scanned or photographed sampled product means a change in the customer's requirements compared to the agreed correction, the customer's right to have the order completed within the delivery time expires at the moment the customer's reservation to the sampled product or scanned or photographed sampled product is delivered to T4U, and T4U will agree a new delivery time with the customer. For the same reason (the customer's request for a change compared to the agreed print model, another change (new print model, new modelled product) will be charged according to the established price list.
- 6.11 If the order includes something other than simple printing, embroidery, sublimation or the application of printing, the deadlines according to paragraphs 6.1 to 6.10 do not apply and the T4U company will agree individually with the customer on the individual dates for sending the correction and the modelled product or the scanned or photographed modelled product and the deadlines for their approval by the customer.

7. Place of delivery of goods

- 7.1 The customer is obliged to take over the goods (custom textile or completed work) at the T4U company premises at Vaníčková 315/7, Prague 6, unless otherwise agreed. The customer is obliged to confirm receipt of the goods in writing, usually by signing and imprinting a stamp, if used by the customer, on the delivery note.
- 7.2 Free delivery of goods by T4U within Prague can be agreed with the customer.
- 7.3 Upon agreement with the customer, the goods can be sent to the customer by a transport service (Messenger, DPD, UPS, Czech Post), which is paid for by the customer. Each carton with goods is marked with an identification label, according to which it is possible to check the contents of the shipment. Detailed information about the shipment is given in the delivery note.
- 7.4 Unless otherwise stipulated by law, the customer is obliged to take over the goods. The customer is obliged to confirm the acceptance of the goods.

8. Risk of damage to property

8.1 The risk of damage to the goods passes to the customer

- a) upon receipt of the goods by the customer at the premises of T4U at the address Vaničkova 315/7, Prague 6;
- b) handing over the goods for transport, if it is provided by a transport service.

8.2 If the customer is in arrears with taking over the goods, the risk of damage to the goods passes to the customer at the moment of his delay in taking over the goods.

8.3 In the case of a contract for work, the customer bears the risk of damage to the things he procured for the performance of the work, according to § 2598, paragraph 1 of the Civil Code, and remains their owner until the time when they become part of the subject of the work through processing. The textile handed over by the customer for the execution of the work remains the customer's property at all times and the customer bears the risk of damage to it at all times. T4U's commitment to perform the work and hand it over to the customer is fulfilled:

- a) upon receipt of the goods by the customer at the premises of T4U at the address Vaničkova 315/7, Prague 6;
- b) handing over the goods for transport, if it is provided by a transport service.

8.4 After receiving the goods, the customer is obliged to follow the manufacturer's instructions for handling the textile (washing, ironing, etc.). The customer is obliged to instruct the persons to whom the goods are passed on about the obligation to comply with the manufacturer's instructions for handling textiles.

9. Dimensional tolerance and quantity differences

9.1 When delivering a custom-made textile (purchase contract) or printing or applying prints to the customer's textile (work contract), shrinkage and deformation of the textile material used and the printing technology used must be taken into account within +/- 5% in the X and Y axes. Possible deviations in the range according to the first sentence do not constitute a breach of the obligation of T4U.

9.2 For technological reasons, in the case of a contract for a work (printing, embroidery, sublimation or application of prints on the customer's textile), it is allowed that part of the textile handed over by the customer for the execution of the work may deteriorate during the execution of the work. The scope of the work is reduced by the amount of degraded textile. The customer may avoid reducing the scope of the work by providing T4U with a quantity of textile that is greater than the scope of the work. For the delivery of a larger quantity of textiles, the customer must agree with T4U.

- 9.3 If the amount of degraded textile does not exceed 2% (in words: two percent) of the total number of textiles handed over by the customer for the execution of the work, the customer is not entitled to payment of the price of the degraded textile.
- 9.4 If the amount of degraded textile exceeds 2% (in words: two percent) of the total number of textiles handed over by the customer for the execution of the work, T4U will reimburse the customer for the purchase price of that part of the degraded textile that exceeds 2% (in words: two percent) of the total number of textiles given by the customer for the execution of the work, but no more than the price customary at the time and place.

10. Duty of Confidentiality

- 10.1 The customer is obliged to maintain the confidentiality of all facts of a commercial, production or technical nature related to the company T4U, which have real or at least potential material or immaterial value and which are not normally available in the relevant business circles (hereinafter referred to as "confidential information").
- 10.2 The customer must not misuse confidential information for his own benefit or for the benefit of a third party.

11. Liability for defects

- 11.1 T4U is responsible for defects that:
- a) has the goods at the moment when the risk of damage to the goods passes to the customer, or
 - b) occur during the warranty period (warranty).
- 11.2 T4U provides the customer with a quality guarantee for all delivered products for a period of 24 months from the date of transfer of ownership to the customer in accordance with the relevant provisions of the Civil Code, unless otherwise specified by T4U for the relevant goods. For textiles with printing or embroidery, T4U provides the customer with a quality guarantee for a period of 6 months, unless otherwise specified. Either an invoice, a delivery note or a receipt issued by T4U serves as a guarantee certificate. The warranty does not cover damage caused by excessive or inappropriate use (e.g. mechanical wear caused by inappropriate handling), neglect of the goods (e.g. destruction of the print with an iron) or damage caused by force majeure. The customer acknowledges that the goods must be washed at up to 40°C, inside out and without the use of aggressive detergent additives.
- 11.3 T4U is not responsible for defects that are a consequence of the properties of the material provided by the customer.
- 11.4 The company T4U is not obliged to check the suitability of the textile provided by the customer for printing, embroidery, sublimation or application of prints on the customer's textile and, in the event of detection of unsuitable textile, to notify the customer of this fact. If the T4U company informs the customer about the inappropriateness of the textile, while this unsuitability is an obstacle to the proper execution of the work, the T4U company is entitled to interrupt the execution of the work to the extent necessary until the delivery of a

suitable textile by the customer or the receipt of a written communication from the customer that he insists on the execution of the work using the delivered textile. The delivery period is extended by the time during which the execution of the work had to be interrupted. T4U is also entitled to reimbursement of the costs associated with the interruption of the execution of the work or the use of unsuitable items until such time as their unsuitability has been established.

- 11.5 The customer is obliged to inspect the received goods with professional care no later than the next working day after receiving them and to notify T4U of the occurrence of defects within three working days after receiving the goods.
- 11.6 If the goods are delivered with defects or if T4U is responsible for the occurrence of defects during the warranty period, the customer is entitled to have the defect removed, deviating from § 2106 to § 2111 of the Civil Code. The removal of the defect is carried out at the option of T4U by supplying replacement goods or carrying out repairs. If it is not possible to remove the defect because the textile necessary to perform the work is not available or it is not possible to carry out the repair, the customer has the right to a discount on the price.
- 11.7 The customer cannot request the removal of a defect in the goods from T4U, i.e. make a claim for liability for defects, if he does not present the defective goods, namely all pieces for which the defect is claimed.
- 11.8 The T4U company will comment on the validity of the claim within 30 calendar days from the date of delivery of the defective goods to the T4U company premises at Vaníčková 315/7, Prague 6.
- 11.9 The occurrence of a defect does not affect the customer's obligation to pay the purchase price.
- 11.10 If the customer is provided with a certain number of items at a discount due to the occurrence of a defect, T4U's responsibility for defects does not apply to these items. In order for the customer to be able to make a claim from liability for defects in other items, he must present all the items on which he was given a discount at the same time as the goods for which the defect is claimed, in order to eliminate doubts as to whether the goods on which the claim was made discount provided.

12. Protection of personal data

- 12.1 In its business activities, T4U is governed by Act No. 101/2000 Coll., on the protection of personal data, as amended. All data provided by the customer is kept and protected against misuse and will not be provided to third parties for further use. Customer data can only be used by T4U for the purposes of statistical processing and communication with the customer.
- 12.2 The customer has the right to withdraw his consent to the processing of personal data at any time by a written statement delivered to T4U. Furthermore, the customer has the right to ask T4U in writing for information on the processing of his personal data, including (i) the purpose of the processing of personal data; (ii) the definition of personal data that is or has been the subject of processing together with the indication of their source; and (iii) details of the recipients of such information.

12.3 The customer acknowledges that he is obliged to provide his personal data correctly and truthfully, and that he is obliged to inform the seller without undue delay of any change in his personal data.

13. Final Provisions

13.1 The customer is obliged to inform T4U without undue delay of any obstacle that prevents the fulfilment of his obligation.

13.2 The contractual relationship between T4U and the customer is governed by Czech law, in particular Act No. 89/2012 Coll., Civil Code.

13.3 All disputes arising from contractual relationships between T4U and the customer will be decided with finality before the competent courts of the Czech Republic, with the court determined according to the registered office of T4U having jurisdiction.

13.4 The application of all provisions of the UN Vienna Convention on the International Purchase of Goods is expressly excluded for the contractual relationship between T4U and the customer, except for those whose application cannot be excluded.

13.5 These GTC are valid and effective on the date stated in the GTC header. GTC are published on the website www.t4u.cz. Only T4U is authorized to change or supplement these GTC at any time. Changes to the General Terms and Conditions do not affect already concluded contracts. The company T4U will announce the change of GTC by notification on the website www.t4u.cz.