

General Business Conditions – EDENLIVE Ltd.

I.

Introductory provisions

1. These General Business Conditions (GBC) are binding on the purchase of brand products by EDENLIVE (shortly „products“) and their subsequent sale by registered partners who signed up cooperation agreement with EDENLIVE Ltd., TIN 24172499, residing at Trojická 1910/7, Prague 2, 128 00 (shortly „EDENLIVE Partner“), when this agreement is concluded at moment of registration on the company website *shop.edenlive.eu*.
2. EDENLIVE Partner acknowledges that these GBC are binding for him since his registration according to article 1 and forms a part of every purchase agreement concluded on an individual orders made in any way specified by GBC
3. By concluding a cooperation agreement EDENLIVE Partner confirms that he/she met the terms of GBC and agrees to their full extent. EDENLIVE Partner is bound by these GBC from the moment of registration.
4. Rights and obligations of the participants of a purchase contract (EDENLIVE and EDENLIVE Partner) are governed by adjusting the purchase contract according to §2079 #89/2012 under the Civil Code
5. In the case of a person who intends to buy the goods from EDENLIVE, a legal person or a person that acts when ordering products in the course of their business activities or in the course of their independent pursuit of their profession, will not apply on the relationship of such person's and EDENLIVE's rights and obligations of the consumer under the Civil Code.
6. EDENLIVE Partner is bound to comply with applicable laws and GBC.
7. EDENLIVE Partner hereby declares that he/she doesn't act as an employee or agent (must not even create such an impression), neither is mandated to contract EDENLIVE and EDENLIVE is not responsible for his contractual obligations. This sort of behavior is strictly prohibited (acting as EDENLIVE employee or agent). EDENLIVE Partner is not entitled to reimbursement of costs created in performing his/her activities.
8. EDENLIVE Partner buys/sells products only through his account and under his legal name.
9. EDENLIVE Partner is obliged to obtain all authorizations and permissions to perform his/her activities on his/her own. EDENLIVE Partner declares he/she takes note of all the obligations created by performing his/her activities (taxes, permissions, etc.). EDENLIVE Partner is solely responsible for performing his/her business activities (including sanctions).
10. EDENLIVE Partner is obligated to refrain from offering products, mediating or concluding contracts with other EDENLIVE Partners. Such behavior is strictly forbidden.
11. EDENLIVE Partner is obligated to refrain from any cooperation with persons (or legal persons) with the same or similar business subject as EDENLIVE. Such behavior is strictly forbidden.
12. EDENLIVE Partner is obligated to refrain (whether personally or indirectly) from hiring (recruiting) other persons to sell third-party products that have the same or similar business subject as EDENLIVE. Such behavior is strictly forbidden.
13. EDENLIVE Partner is strictly forbidden to disclose any information about other EDENLIVE Partners without prior consent of EDENLIVE. The same applies to all information related to EDENLIVE.

II.

Purchase of products

1. EDENLIVE Partner purchases products exclusively through EDENLIVE website (*shop.edenlive.eu*) on the basis of the purchase contract concluded by EDENLIVE Partners with EDENLIVE. The purchase agreement becomes a closed, valid and effective by the moment of payment of the purchase

price for the purchased products. The termination of the purchase contract happens by agreement between the involved parties.

2. EDENLIVE is entitled to terminate the purchase agreement with immediate effect if:
 - a) EDENLIVE Partner does not pay EDENLIVE any debt within 10 due days.
 - b) EDENLIVE Partner violates his/her obligation according to GBC.
3. All correspondence sent to EDENLIVE Partner's email address (entered during his/her registration on company website) is considered as received.

III.

Order and conclusion of the purchase contract

1. The purchase order is a draft of purchase agreement, the subject of which is the purchase of the products listed in the order. To order the goods there is a valid offer of goods including the purchase price published on the website *shop.edenlive.eu* at the time of the order. Purchase price means the price listed for each product (VAT included). The order can only be made via the EDENLIVE website.
2. The purchase contract for individual orders is closed, valid and effective at the moment of payment, for which the conditions of the current EDENLIVE catalog on the *shop.edenlive.eu* website are determining the purchase price. In the case of non-cash payment, the EDENLIVE Partner's obligation to pay the purchase price is met when the purchase price is transferred to EDENLIVE account.
3. A pre-requisite for the conclusion of the purchase contract is the EDENLIVE Partner's order. Properly made order means filling in all the required data when ordering EDENLIVE products. The data given on the EDENLIVE Partner's order is considered as correct. Without undue delay upon receiving an order and payment EDENLIVE will confirm the conclusion of the purchase contract by email. EDENLIVE is entitled to ask EDENLIVE Partner for confirmation of the order.
4. Ownership rights to purchased products are passed onto EDENLIVE Partner by shipping the purchased product to the first transporter for their transportation to EDENLIVE Partner. EDENLIVE and EDENLIVE Partners exclude the application of §2090 article 2 under the Civil Code to which both sides agree.
5. Potential damage to purchased product passes EDENLIVE Partner when the product is shipped to the first transporter. The place of delivery (according to §2123 article 1 under the Civil Code) is selected by EDENLIVE and EDENLIVE Partner as EDENLIVE premises.
6. All product presentations located on the EDENLIVE website *shop.edenlive.eu* is of an informative nature and EDENLIVE is not obligated to close the purchase contract (§1732 article 2 under the Civil Code is not applied).
7. The EDENLIVE Partner acknowledges that EDENLIVE may offer certain products free of charge to customers under certain marketing conditions or under certain pre-determined conditions. In such cases EDENLIVE Partner is obligated to cooperate with EDENLIVE so the products are delivered to customers together with their order. Such products will be provided by EDENLIVE and not at expense of EDENLIVE Partner.
8. EDENLIVE Partner agrees to use remote means of communication when concluding a purchase contract. EDENLIVE Partner is not entitled to reimbursement of costs created in performing his/her activities (internet, phone bills, etc.).

IV.

Pricing conditions

1. EDENLIVE Partner is obligated to pay the purchase price for the product (according to the article III. of these GBC)
2. The EDENLIVE website *shop.edenlive.eu* contains product information and product prices (including VAT and all related fees). Product prices remain valid for as long as they are displayed on the EDENLIVE website. This does not limit EDENLIVE's ability to conclude a purchase agreement under individually negotiated terms. The website also includes information on the costs associated with ordering (order processing fee) and delivery. Information on the cost of products supplied on the website is valid only for the country for which the delivery is chosen by partner Every country has an individual delivery cost.
3. EDENLIVE Partner agrees to the possible sending of tax documents electronically. EDENLIVE is authorized to send tax documents electronically. If EDENLIVE Partner changes his/her EDENLIVE email address, he/she is obligated to immediately inform EDENLIVE of this fact. If the means of transportation are changed by a special request of the EDENLIVE Partner, EDENLIVE's partner bears the risk and possible extra costs associated with this mean of transportation.

V.

Terms of delivery

1. The usual delivery time is within 7 business days since concluding the purchase contract (paying the purchase price). This deadline may be extended due to the delivery of products to countries other than Czech Republic, which EDENLIVE Partner acknowledges.
2. If EDENLIVE fails to deliver within the due, EDENLIVE is entitled to deliver or exchange ordered products similar to EDENLIVE Partner's other orders. EDENLIVE's obligation to deliver the products expires if the products could not be delivered within 30 days since concluding the purchase agreement (unless negotiated with EDENLIVE Partner).
3. EDENLIVE is not obliged to deliver products to an EDENLIVE Partner if the EDENLIVE Partner has any unpaid debt to EDENLIVE.
4. EDENLIVE reserves the right not to process an order if the previous order of EDENLIVE Partner is not fully paid on the day of the order. The abovementioned non-processing of the order is not a violation of the EDENLIVE cooperation agreement.
5. EDENLIVE Partner is obligated to accept the delivery. In case there is a need to repeat the delivery, EDENLIVE Partner is obligated to pay the costs of doing so (delivery, storage, etc.) unless EDENLIVE agrees to not paying mentioned costs.
6. Upon accepting the delivery from the transporter, the EDENLIVE Partner is obligated to check the integrity of abovementioned delivery and in a case of any damage is obligated to report it to the transporter.
7. EDENLIVE is entitled to request EDENLIVE Partner to pay a handling or delivery fee if the shipment returns to EDENLIVE as undeliverable or EDENLIVE Partner does not accept the delivery from the transporter or will not retrieve the shipment at the post office within due date.

VI.

Terms and options of payment

1. EDENLIVE Partner is obliged to pay the purchase price of the products immediately upon completing the order according to the instructions on the company website. In the case of non-cash payment, the EDENLIVE Partner's obligation to pay the purchase price is met when the relevant amount money is transferred to EDENLIVE bank account.
2. EDENLIVE reserves the right to determine the type of payment of each order when processing the order.
3. EDENLIVE Partner is obligated to pay EDENLIVE all costs related to processing the order and delivering the products.

4. EDENLIVE Partner acknowledges that, in a case of unpaid debt, EDENLIVE is entitled to recover the debt from EDENLIVE Partner via third-party. In case of recovering a debt via third party, EDENLIVE is entitled to disclose all personal information possessed by EDENLIVE. EDENLIVE Partner also acknowledges that EDENLIVE is to be reimbursed for any costs related to recovering the debt via third-party.
5. Any potential discounts on the prices provided to EDENLIVE Partner cannot be combined.

VII.

Warranty conditions and Complaints procedures

1. The right and obligations of all parties in case of defective performance are governed by §1914-1925, §2099- 2117 under the Civil Code. EDENLIVE's Complaint Rules apply to goods purchased from EDENLIVE by EDENLIVE Partner and claims have been claimed in the warranty period. If a defective performance is a minor breach of contract, EDENLIVE Partner is entitled to remove the defect removed or for a reasonable discount on the purchase price. In the case of defective performance by a material breach of the contract, EDENLIVE Partner is entitled to either have the defect removed by EDENLIVE delivering a new item without defect or by supplying the missing item, have the defect repaired or withdraw from the contract.
2. An invoice received after the purchase is used as the guarantee document.
3. Upon accepting the delivery of the products, EDENLIVE Partner is obligated to inspect the products and check the following:
 - a) If it is the product ordered by EDENLIVE Partner
 - b) If the product is not defective
 - c) If all parts of the product are present and functioning correctly
 - d) If the product has all the properties according to the order
 - e) If all the info on the invoice/check are correct
4. The warranty does not cover product defects found as a result of improper use, non-compliance with the instructions for the product, improper storage or damage to the EDENLIVE product by a partner or a third party.
5. Unpaid and yet invoiced products, EDENLIVE Partner is required to report within 24 hours from receiving the shipment via email shop@edenlive.eu. Later complaints or complaints reported in a way other than email will not be taken into account.
6. Claimed products must be delivered properly packaged to EDENLIVE. Products must be accompanied by a copy of the purchase invoice (including electronic invoices) in order to determine the exact date when the product was purchased. If a copy of the invoice (or receipt of the product) was not included in the complaint, the claim will not be considered as properly applied. EDENLIVE Partner acknowledges that he/she is not entitled to reimbursement of costs in the case of purchase of goods for the purpose of carrying out its business activities.
7. When returning the products from one order or returning products that were a condition for obtaining another product, EDENLIVE Partner is obliged to return all the contents of the order (gifts and other items that were part of the package).

VIII.

Withdrawal from the purchase contract

1. EDENLIVE Partner is entitled to withdraw from the purchase contract only in cases defined by §2001-2005 under the Civil Code
2. In the event of a withdrawal from the purchase contract, EDENLIVE Partner is responsible for all the costs associated with the return of EDENLIVE goods, even if the goods can not be returned by their normal postal route. Products have to be returned to EDENLIVE complete, preferably in its original packaging, must not show signs of wear or damage. If they are not returned in this required state, EDENLIVE is to obligated to accept these products.

3. Entitlement to compensation in case of product damage, EDENLIVE is entitled to count against EDENLIVE Partner's claim for a refund of the purchase price while EDENLIVE is entitled to count against any EDENLIVE Partner's claim for a refund of the purchase price any EDENLIVE Partner's debt to EDENLIVE Ltd.
4. Until EDENLIVE Partner accepts the delivery of a product, EDENLIVE is entitled to withdraw from the purchase contract anytime it is clear that EDENLIVE Partner will break the contract. In this case, EDENLIVE will return the purchase price to the EDENLIVE Partner without a delay, by a wire transfer to the bank account of abovementioned EDENLIVE Partner.
5. If EDENLIVE provided a gift for EDENLIVE Partner, the gift agreement between both parties is concluded with cancellation clause. If any abovementioned party withdraws from this agreement, the agreement is cancelled and EDENLIVE Partner is obligated to return the products, including the gift.
6. EDENLIVE is entitled to withdraw from the purchase contract in case of:
 - a) The ordered product is no longer produced/supplied or it has changed its price
 - b) EDENLIVE Partner has not paid the previous order in its full extent within the due date
 - c) The ordered product has been removed from the market due to technical reasons or irreparable defects

IX.

Sales of products

1. EDENLIVE Partner is obligated to sell the products to third parties exclusively through direct sales. EDENLIVE Partner is obligated to refrain from selling products by public sales, such as in shops, market places, stalls sales, exhibitions, fairs and other events to which the public has free access. EDENLIVE Partner is not authorized to display or otherwise present the products for sale at places where the public has free access.
2. EDENLIVE Partner is entitled to promote the products and sell them in locations specified in article IX. only with written consent of EDENLIVE Ltd.
3. EDENLIVE Partner is obligated to refrain from selling the products to persons (or legal persons) who are not their final consumer. This type of sales are possible only with written consent of EDENLIVE Ltd.
4. EDENLIVE Partner is obligated to sell the products exclusively at the prices listed in the catalogs/offerings issued by EDENLIVE. EDENLIVE Partner is not entitled to change this price in any way. EDENLIVE Partner is obligated to refrain from changing the product price.
5. EDENLIVE Partner is obligated to only use sales aids (documents, price lists, catalogs, etc.) issued by EDENLIVE. Use of other materials is strictly prohibited.
6. EDENLIVE Partner is obligated to refrain from any sort of disclosure of products in print or internet (advertising, blogs, email, etc.), including the use of the company logo. EDENLIVE Partner is obligated to refrain from the abovementioned negotiations even after the end of his/her cooperation with EDENLIVE Ltd.
7. EDENLIVE Partner is entitled to activities, mentioned in article IX. §5 and 6, only with written consent by EDENLIVE Ltd.
8. EDENLIVE Partner is obligated to make all of his/her statements about EDENLIVE (products, sales, etc.) in accordance with EDENLIVE materials. EDENLIVE Partner is obligated to refrain from any sort of disclosure of information about EDENLIVE which is inconsistent with EDENLIVE (products, sales, etc.).

X.

Rewards and benefits

1. EDENLIVE Partner acknowledges that all informations about rewards and benefits (including financial compensation) are published in „Guidelines for Success“ (issued by EDENLIVE Ltd.) and acknowledges its contents. EDENLIVE Partner acknowledges that rules set like this are binding.
2. „Guide to Success“ is a publication available on company website *shop.edenlive.eu*.

IX.

Contractual fine

1. EDENLIVE Partner is obligated to pay EDENLIVE Ltd. a contractual fine of 10.000,- CZK if he/she breaches the his/her contract (according to article §6-13, article IX. §1-8, article XIV. §4 and in all cases it is sufficient to breach either of them without having to breach them together). The contractual fine is to paid within seven days.

XII.

Change of contact details

1. In case of a change in contact details (entered during registration process), EDENLIVE Partner is obligated to immediately inform EDENLIVE of said changes.

XIII.

Registration and annual fee

1. EDENLIVE Partner is obligated to pay the registration fee of 300,- CZK (VAT not included). This fee is to be paid along with the purchase price of the first order.

XIV.

Termination of the contract

1. EDENLIVE Partner acknowledges that EDENLIVE Ltd. is entitled to terminate the contract (cooperation agreement, see article I.) at any time without disclosing the reason. From the moment of termination, EDENLIVE Partner loses his/her access to his EDENLIVE account on the company website *shop.edenlive.eu*.
2. In case of contract termination, EDENLIVE will inform its EDENLIVE Partner via email correspondence.
3. The notification about the contract termination is considered to be delivered even if the correspondence was marked/returned as undeliverable.
4. In case of contract termination, EDENLIVE Partner is obligated to return every single material/document received from EDENLIVE. EDENLIVE Partner is obligated to return abovementioned materials to EDENLIVE premises.
5. In case of contract termination, cooperation can be renewed by signing a new contract.

XV.

Arbitration clause

1. EDENLIVE Ltd. and EDENLIVE Partner explicitly acknowledge that all disputes arising out of cooperation between those two parties (article I.), as well as disputes over its invalidity and interpretation will be decided and solved in an arbitration, conducted by the sole arbiter: Mgr. Jan Hrabec, 850708/4487. The procedure will be followed according to act no.216/1994 under the Substantive Community Law. The venue of the arbitration is IAL SE headquarters, TIN 29031117, Jablonského 640/2, Prague 7, 170 00. The arbitration fee is 4% of value of matter at issue but at least

7000,- CZK (VAT not included). For each participant, the fee is increased by 50%. In case of change of contact details (address, email, phone number, etc.), all parties are obligated to inform of this event within 10 days (if not, all correspondence will be considered as delivered). Posting on court's official board is replaced by posting on arbiter's website *urednideskarozhodce.cz*. Arbitration is of an informal nature and non-public. Arbitration takes place without oral hearing. Arbitration takes place on the basis of written evidence.

XVI.

Final provisions

1. EDENLIVE Partner acknowledges that EDENLIVE Ltd. (according to §1752 #89/2012 under Civil Code) is entitled to unilaterally change and modify these GBC. In case of said changes or modifications, EDENLIVE Partner will be informed by publication of new GBC on company website *shop.edenlive.eu*. EDENLIVE Partner is entitled to, in case of disagreement, terminate cooperation agreement with EDENLIVE Ltd. with a 1 month notice and within 30 days since abovementioned changes or modifications.
2. EDENLIVE Partner bears the risk of changing circumstances according to §1765 article 2 under the Civil Code
3. EDENLIVE Ltd. and EDENLIVE Partner acknowledges that section §557 under the Civil Code will not apply.
4. EDENLIVE Ltd. and EDENLIVE Partner acknowledges that section §1800 under Civil Code will not apply.
5. In case of any of these GBC being invalid or ineffective, a new more appropriate clause will take its place. The invalidity or ineffectivity of one clause does not affect the validity or effectivity of other clauses.