

GENERAL BUSINESS CONDITIONS

of the company Net Industry, s.r.o.

FOR SERVICE:



VALID SINCE: May 1, 2016

I.
AGREEMENT CONCLUDING

1. Present general business terms and conditions (hereinafter referred to as the “**GTC**”) governs the rights and obligations of the contractual parties in course of concluding and fulfillment of the contract on works (hereinafter referred to as the “**Contract**”) between the provider, as supplier, on one side, and client, as customer, on the other side. For purposes of these GTC the provider is company Net Industry, s.r.o., with registered seat at Prague – Troja, Sadky 316/15, P.C. 171 00, BIN 276 97 967, company registered in the commercial register maintained by Municipal court in Prague, file No. C145056. Extract from commercial register shall be downloaded on internet page www.wehateironing.cz. For purposes of these GTC the client is person ordering the services of the supplier, through internet application on web page www.wehateironing.cz (hereinafter referred to as the “**Client**”) (hereinafter referred to as the “**Service**”).
2. Subject matter of the Contract is obligation of the provider to takeover from the Client, , according to present GTC, thing or things (further for singular and also plural only “**Takeover**”), the cleaning of which the Client ordered through Service (hereinafter referred to “**Thing**”), to make on it maintenance by cleaning and to handover duly made works to the Client, for which the Client undertakes to pay to the provider price according to the pricelist (hereinafter referred to as the “**Price**”) of the provider valid in moment of order confirmation by Client, which shall be downloaded on internet page www.wehateironing.cz (hereinafter referred to as the “**Pricelist**”). The Thing according to the present GTC shall be things mentioned in Pricelist, at which the price for cleaning is set. Any other things shall be subject to cleaning by the provider for Client only under previous arrangement.
3. The Contract shall be concluded between Provider and Client through Service. The Contract is concluded in moment when the Provider send to the Client confirmation on receiving the order.
4. By concluding the Contract is established obligation of the Provider to execute the works duly and timely and obligation of the Client to pay to the Provider the Price for duly made works.
5. By order confirmation under article II section 5 or 7 of GTC the Client confirms consent with GTC. Each Client, by confirming the consent with these GTC, confirms that according to § 1823 of the act No. 89/2012 Sb., Civil Code, as amended, specifically demands the Provider to start with fulfilling of its obligations arising from the Contract, immediately after concluding the Contract.

II. ORDER

1. The Contract shall be concluded only in case the Client duly filled in order form available through Service.
2. The Client is obliged to fill into order form all requested data which must be true, to use them to contact the Client in matters of the Contract. Optional part of order form is space for "short notice" and checkbox in case the address for handover of works (hereinafter referred to as the "**Return**") shall be different then address of Takeover. Order form does not have to be filled in if Client is logged on User's account, as is defined herein below. In this case the order form is filled in by system and Client fill in only date and time of Takeover and date and time of Return, provided Client does not want to fill in different details.
3. Service through the Contract is concluded has its own internal control typed in data. Provided the Client add in other then requested data, the system will not let Client continue in finishing the order before the defect, which was detected by system, is fixed.
4. After confirmation of all basic details mentioned in order form the Client shall click on banner "to the order". In this step the Client is allowed to choose one of two possibilities:
 - a. Self-counted order (marked with banner "No, the price will be given by laundry");
 - b. Own order (marked with banner "YES, need price")
5. Under Self-counted order the Client has right to handover to the Provider closely not specified type and number of Things to be cleaned, which must be suitable packed, i.e. in plastic bag, laundry basket etc. and Provider has obligation to count such Things at laundry, check their nature and record each specific type of these Things and number of each type, by which Provider informs the Client on Price calculated upon the Pricelist and possibly on defects of Things. The order becomes binding when Client send order by confirming banner "I do not want to count they tell me price" ("**order confirmation**"). Afterwards the to the Client is sent confirmation email in which is informed by the Provider that the Things will be counted by Provider and following the actualization of order will be sent to the Client with full list of Things, calculated price and request to choose Price payment method either by payment card or in cash when Returned. For payment the provision of section 8. And 9. herein below applies accordingly.
6. Under Own order the Client has obligation to add into order form which type of Things and what number of each type shall be cleaned. Service inform the Client immediately on Price calculated according to Pricelist. The Client shall ask Provider for cleaning of things other than mentioned in Pricelist (hereinafter referred to as the "**Other things**"). In this case the Client must fill in the field "other thing" with the description of the Other thing he wants to clean. The Provider shall set up the price for cleaning of Other thing and notify Client about

it. By confirming the price for cleaning the Other thing set up by Provider the set up price becomes binding for both parties.

7. After finishing of the order the Client is obliged to chose the payment method out of following options:
 - a. Payment via payment card with using 3D Secure system;
 - b. Payment at Return.

By choosing any of mentioned options the Own order becomes binding ("**order confirmation**").

8. When payment card payment option is chosen the Client is obliged to file in requested data into specific areas provided by Service. The Provider accepts the payment cards which are pictured when paying by payment card. If price is not paid by card the customer is obliged to pay the price in cash to the driver at Return.
9. If Payment at Return was chosen the Client is obliged to pay the Price to the Provider at Return into the hands of the driver, and only by cash payment. The Client je allowed to conclude the Contract with option of Payment at Return only up to CZK270.000. In other cases the system will not let him finish the order.
10. In case the order content the defect the Client is allowed, without undue delay, notify the Provider on defect, latest the Client shall inform the Provider on defects at Takeover. The Provider shall recalculate the Price according to order free of defects.

III.

1. The Provider, beside other obligations undertaken in these GTC, undertakes:
 - a. Confirm receiving of the order to the Client immediately;
 - b. Takeover of Things according to Contract;
 - c. Duly and with professional care and according to the present GTC clean the Things;
 - d. Deliver duly executed works in agreed Return time;
 - e. Clean the Things according to manufacturer's rules, which are, according to law, firmly connected with Thing, whereas the manufacturer's rules must math with pictogram and its sense, as mentioned on annex No. 1 of these GTC;
 - f. Things which are free of any manufacturer's rules, shall be cleaned by Provider with common care and instructions of Client, which shall be requested by Provider (for this case the Provider is not responsible for any damage on Things, except the case the damage was or should be presumable by Provider, should he act with common care);
 - g. Things which according to manufacturer's rules should not be cleaned, the Provider cannot clean unless is required to do so by the Client (in such case the Client bears full responsibility for any changes on Things made by cleaning under Client's demands);

- h. To return to the Client executed works in period requested by order or in period set by these GTC;
 - i. Clean also Things, which were Takeover but were not recorded in order, for price calculated according to Pricelist;
 - j. Settle with the Client the difference between price in order and price for payment of which the Provider has right, provided the Client was provided with fulfillment regarding more number of Things (hereinafter referred to as the “**Negative Balance**”) or in case the provider provided, according to the Contract, fulfillment regarding less Things (hereinafter referred to as the “**Positive Balance**”). Negative Balance and Positive Balance is payable on moment of Return and shall be paid only in cash;
 - k. Handover the works including Positive Balance, if any, to first person who declare confirmation of order.
2. The Client, beside other obligations undertaken in these GTC, undertakes:
 - a. When using services of Provider to comply with instructions and manuals, which are available at www.wehateironing.cz and these GTC.
 - b. Handover the Things to the Provider in time agreed for Takeover;
 - c. Takeover from Provider duly executed works in time agreed for Return;
 - d. Provide to the Provider necessary cooperation for providing of duly fulfillment. For period from sending the request for cooperation to the Client until moment when cooperation was provided by the Client the period for Return shall be prolonged; in such case the parties agrees on alternative Return time.
3. If Client does not Handover the Things on time of Takeover or Return, or if cooperation of the Client for Takeover or Return is not provided the Client is obliged to pay to the Provider transport costs spent for Takeover or Return, in flat amount of CZK150 in case of lost Takeover and CZK 150 in case of lost Return. Provided that because of Client the Return will be lost, the Things will be deposited with Provider on address of his seat for period of 3 months since day of Return; unless agreed otherwise by the parties (hereinafter referred to as the “**Alternative Return**”). If Alternative Return is not made within mentioned period the provider is obliged to inform the Client on its intention to sell the Things and set the Client period of two months for another Alternative Return (hereinafter referred to as the “**Second Alternative Return**”). Provided the Second Alternative Return is not made the provider is allowed to sell the Thing. The rights of provider under § 1609 of the Civil Code is not touched by previous provision.
4. Not sooner than in business premises the Provider has right to check if order matches to Takeover Things and if not to change the order to let order match with Takeover Things and to recalculate the Price according to the Pricelist and such changed order send to the Client for confirmation. When control of Things is being made Provider shall check if Things are free of any damage and if yes to inform the Client about it. The provider is free of any responsibility for discovered damage.

IV.

1. For purpose of these GTC, the cleaning means activity of Provider regarding maintenance of the Thing by applying commonly used process and with using of modern machines and preparations, the result of which is vanish of stain from Thing. Cleaning, for purposes of these GTC means also laundering, which is process using different operations then cleaning, but main purpose is same, i.e. vanish of stain from Thing. Part of Cleaning definition is ironing, which will be applied on Things, where it is common, except the Client demands not to iron the Things or any of them.
2. On www.wehateironing.cz Provider make public actual Pricelist, which is obligatory for the parties at the moment of finishing order by the Client. The Pricelist contain only total prices including value added tax. The transportation is subject to extra fee of CZK150 including VAT, except when the Client's order, without transportation, reaches amount CZK 990; in such case the transportation is free of any charge and is provided as part of Price (by this the pursuance of article III. section 3 is not excluded).
3. The order shall be placed 24 hours a day, but operational hours for fulfilling the Contract are only following: Monday-Friday from 7:00 to 21:00, excluding public holiday and days of working rest. Takeover and Return is provided by Provider only in area of capital city Prague.
4. The Provider is allowed to remunerate the Clients for using the Service or as invitation to use the Service by providing current or new Clients with business or occasional sale (hereinafter referred to as the "**Sale**"). Sale shall be applied with the Provider only through unique code provided to the Client by the Provider or released by Provider in other way (e.g. through mass media) (hereinafter referred to as the "**Code**"). To apply the Sale the Client is obliged to fill in the Code into field designated for Code fill in and must click on field "verify code". The Provider warn that in case the Client does not click on field "verify code" after filling in the Code into respective field, is not technically possible to manage the acceptance of the Code by Service and therefore cannot be and will not be applied in order execution. Provided the customer decides not to use filed in code he must click on banner "unmount" the code by which the code will be deactivated and ready to use in the future and will not be used for current order. The Sales cannot be combined. The Client having Sale for fidelity cannot apply any other Sale. Sale for fidelity is sale granted by Provider to the Client due to number of orders made by specific Client.

V.

1. Placing the order shall be made with registration, through User's account or without registration. Registration shall be made in system of Supplier operated on internet pages www.wehateironing.cz (hereinafter referred also to "system").
2. For successful registration (establishing of the user's account (hereinafter referred to as the "user's account") the Client is obliged to provide following true data:
 - a. Name and surname;
 - b. Address of electronical mail (e-mail);
 - c. Number of cellphone (mobile);
 - d. Full address and zip code;
 - e. Password which must be confirmed in process of registration.
3. When registration is successful, by e-mail is to the Client sent confirmation with all data necessary for log in to the user's account.
4. To log in to the user's account the Client shall type only e-mail address and password, which were used with registration.
5. The Client is obliged to disclose any and all information necessary for access to his user's account.
6. The Client is not allowed to let use his user's account to any third person.
7. The Provider shall close user's account, mainly in case the Client is not using his user's account for more than 1 year, or in case the Client breached his obligation under the Contract (including GTC).
8. The Client take into account that user's account might not be available continuously, mainly due to necessary maintenance of hardware and software equipment of Provider, or necessary maintenance of hardware and software equipment of third parties.
9. System is fully compatible with following software: Internet Explorer, Mozilla Firefox, Opera.
10. The Client agrees with concluding the Contract using long-distance communication tools. Client's costs for using long-distance communication tools in connection with concluding the Contract (costs for internet connection, telephone connection costs) shall be paid by Client, whereas such costs are not different from basic rate.

VI.

1. Personal data protection of the Client, natural person, is provided by act No. 101/2000 coll., on personal data protection, as amended.

2. The Client agrees with processing his personal data including name and surname, residence address, identification number, tax identification number, address of electronic mail, telephone number (hereinafter referred to as the “**personal data**”).
3. The Client agrees with processing of personal data by Provider, for purpose of concluding and fulfillment of the Contract and for keeping the user’s account of the Client. Should Client not choose different option, he agrees with processing of personal data also for delivery of information and business offers to the Client.
4. Consent with personal data processing in full range is not condition which would prevent the parties to conclude the Contract.
5. The Client is obliged to provide personal data correctly and truly and to inform Provider on change of personal data without undue delay.
6. The Provider may authorize third person with processing personal data of the Client, as processor. Beside persons transporting executed works and taking over thing to execute the works the personal data shall not be provided by the Provider to third person without consent of the Client.
7. Personal data shall be processed for indefinite period. Personal data shall be processed in electronic nature and automatically or in print nature in not automatic manner.
8. The Client confirms that provided personal data are true and was instructed that it is voluntary providing of personal data.
9. In case the Client shall be of opinion that Provider or processor process the personal data in conflict with protection of Client’s private and personal life or in conflict with law, mainly provided the personal data are not exact subject to purpose of processing, the Client shall:
 - a. Ask Provider for explanation;
 - b. Demand the Provider or processor to remove this situation.
10. Shall the Client ask for information on processing of his personal data, the provider is obliged to provide the Client with such information. The provider has right to ask for reasonable remedy, for providing information under previous sentence, which shall not be higher than costs necessary for providing such information.
11. Client agrees with sending information connected to services or enterprise of Provider, to electronic address of the Client and furthermore agrees with sending of business offers by Provider to electronic address of the Client.
12. Client agrees with downloading of data files improving individuality of web environment for the Client, so called “cookies” on his computer. Provided it is possible to conclude the

Contract in system and fulfill obligations of Provider from the Contract without downloading cookies to computer of the Client, the Client shall such approval recall anytime.

13. Any correspondence of the Provider dedicated to the Client is delivered on email address registered in system, unless Provider use communication by mobile phone.

VII.

WITHDRAWAL, RIGHTS FROM INVALID FULFILLMENT

1. According to §1837 letter a) of the Civil Code the Client is not allowed to withdraw from the Contract, provided the works were accomplished (when all obligation of the provider were fulfilled excluding Return), while due to consent of the Client with these GTC the Client agreed that Provider started fulfilling of the Contract immediately after concluding the Contract.
2. Until the works are accomplished the Client has right to withdraw from the Contract according to § 1834 of the Civil Code. If the Client withdraw from the Contract, is obliged to pay to the Provider proportional Price reflecting part of works which was done. Provided such calculated Price is lower than CZK 990, the Client is obliged to pay transportation.
3. In case when the Client is allowed to withdraw from the Contract according to GTC or according to law the Client is obliged to inform the Provider on his withdrawal on address of Provider's seat in form of unilateral legal act (for example by letter sent by regular mail, by fax or by e-mail). The Client is also allowed to use specimen form for withdrawal from Contract, which is available in the end of this document. The Client has right to decide if he use the specimen form or own wording. Specimen form might be filled up directly in system, which allows its direct send to the provider by click on banner "send". In such case will be automatically and immediately send confirmation to the Client on receiving the withdrawal. The Client has right to send withdrawal also by mail on address of Provider or by e-mail on address of Provider mentioned on www.wehateironing.cz.
4. If the works are not done properly the Client has right for discount, for removing the defect or for withdrawal from the Contract. Due to character of the works the Client has right to claim responsibility for defects of the works without undue delay when Client get knowledge of it or was supposed to get knowledge of it, if used appropriate attention. To avoid any doubts the parties agree that period in which the Client is supposed to get knowledge of any defects of the works is 7 working days as from day of Return. When claiming responsibility of the provider the Client is obliged to specify, for each individual Thing, what is defect on such Thing. The Provider shall give standpoint to the each claim of the Client, within 3 business days as from receiving claim of the Client.

VIII.

1. The Contract shall be concluded in Czech, English and Russian language.
2. In relation to the Client the Provider is not bounded by any codex of behavior.
3. Non court complaints shall be handled by Provider through e-mail info@wehateironing.cz. Information on results of complain shall be delivered to the Client according to GTC.
4. Provider is allowed to provide its services under business licenses. Business control is made by competent business authority in range of its competency. Control regarding personal data protection is made by Personal Data Protection Office. Czech Business Inspection is limitedly controlling also compliance with act No. 634/1992 coll., on customer protection, as amended.
5. The Client hereby take over the jeopardy of circumstances change according to § 1765 section 2 of Civil Code.
6. In case the Contract is concluded with international element the parties agreed that all rights and obligations shall be governed by Czech law excluding colliding norms. By this, the rights of customer arising from general norms, are untouched.
7. According to §14 of the act No. 634/1992 coll., consumer protection act, as amended, the Provider informs that subject of the amicable solution of consumer disputes related to or connected with the Contract is Czech Trade Inspection Authority – Central Inspectorate – ADR, Štěpánská 15, 120 00 Prague 2, web page: <http://www.coi.cz/en/>.
8. Is or will be any provision of GTC invalid or non-effective, instead of such shall come into force provision its sense is as close as possible to previous invalid provision. By invalidity or non-effectivity of provision is not touched validity and effectivity of any other provisions. Changes of the Contract or GTC must be made in written form.
9. The Contract including GTC is archived by provider in electronic form and is not available.
10. The part of GTC is specimen form for withdrawal from the Contract, which is available on web page www.wehateironing.cz.
11. Contact details are available on page www.wehateironing.cz.

Specimen form for withdrawal from the Contract:

Specimen form for withdrawal from the contract

(fill out this form and send it back only in case, you would like to withdraw from the contract)

Notice on withdrawal from the contract

Net Industry, s.r.o., with seat Praha – Troja, Sadky 316/15, P.C. 17100, BIN 276 97 967

Hereby I **notify** you that I **withdraw** from the contract on maintenance of the thing:

Concluded by order No. _____

Your name and surname:

Your address:

If you send your withdrawal in paper form, attach your signature: _____