

SPECIAL TRADING CONDITIONS

for Licences to Designs

of the trading company

Wrapstock, s.r.o.

With registered office: Zlín, Prštné 627, Postal Code: 760 01

Identification No.: 020 18 888

Registered in the Commercial Register kept by the Regional

Court in Brno, Section C, File 108392 (hereinafter only

„Wrapstock“).

The current wording of the Special Trading Conditions for Licences to Designs available at www.wrapstock.com. The trade in car designs published on the Website of Wrapstock is conducted subject to the General Terms and Conditions and these Special Trading Conditions and no deviations from these Special Trading Conditions are permitted.

INTRODUCTORY PROVISIONS

- 1.1. Wrapstock, s.r.o., the operator of the Website wrapstock.com, Company Id. No.: 020 18 888, with registered office: Zlín, Prštné 627, Postal Code: 760 01, registered in the Companies Register kept by the Regional Court in Brno, Section C, File 108392, delivers products, services, designs, data, pictures and applications placed under the domain wrapstock.com to Users under the conditions hereof.
- 1.2. These Wrapstock's Special Trading Conditions regulate, in compliance with Section 2371 at seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter only the **„Civil Code“**), the terms and conditions for granting the authorisation to exercise the right in relation to the copyright work (Design) in the original or processed or otherwise changed form to use it in a certain way or in all ways of use to an unlimited extent and the Customer undertakes to pay the licence fee to Wrapstock.
- 1.3. Granting licences for the Website content forms a part of the offered Services.
- 1.4. Apart from the Licence, the Customer shall acquire no other rights to Designs. All rights granted by the Licence remain the property of the User uploading the Design to the Website.
- 1.5. Apart from these Special Trading Conditions for Licences to Designs, the Customer shall be obliged to observe also the General Terms and Conditions and Special Trading Conditions for Sale of Designs. Unless these Special Trading Conditions state otherwise, the rights and obligations of Customers, Users and Wrapstock shall be governed by the General Terms and Conditions.
- 1.6. Wrapstock shall be entitled to change the text of these Special Trading Conditions unilaterally at any time. No change of these Special Trading Conditions shall affect

the obligation relationship which originated during the period of validity of the preceding version hereof. The current version of the Wrapstock Special Trading Conditions is published and available on the Wrapstock Website.

- 1.7. Unless specifically stated otherwise, the expressions used herein shall have the same meaning as those defined in the General Terms and Conditions.
- 1.8. For the purposes hereof, the company Wrapstock and the Customer shall be referred to as the **„Parties“**.

2. RULES OF GRANTING LICENCES TO DESIGNS, LICENCE AGREEMENT

- 2.1. Individual Designs in relation to which the Customer may acquire Licences are posted on the Website.
- 2.2. The Customer acknowledges that the Licence is granted to the Designs as uploaded by the Users to the Website.
- 2.3. The Customer acknowledges that Wrapstock is entitled to change the Catalogue of Designs (e.g. by removing or adding Designs or changing the arrangement) and that Wrapstock does not guarantee the placement and availability of Designs in the Catalogue.
- 2.4. The Customer shall order the Licence to Design by completing and sending the form designated for that purpose. The Licence to Design and Design are ordered by the Customer together by completing one form.
- 2.5. The sent order for the Licence to Design shall constitute a proposal to conclude the Licence Agreement. The Licence Agreement and the Purchase Agreement shall be concluded at the same time, i.e. by Wrapstock's confirmation of the Customer's order as indicated in the Special Trading Conditions for Sale of Designs.
- 2.6. Wrapstock shall confirm the Customer's order by email sent to the Customer's email address given in the order, unless the Parties agree otherwise. The Purchase Agreement shall be concluded as of the moment of confirmation of the Customer's order by Wrapstock.

3. ORDER CANCELLATION

- 3.1. The Customer's effective withdrawal from the Purchase Agreement in accordance with the provisions stipulated in the Special Trading Conditions for Sale of Designs shall be deemed as the withdrawal from the Licence Agreement concluded hereunder.

4. PRICE OF LICENCE TO DESIGN AND METHOD OF PAYMENT

- 4.1. Prices of Licences to individual Designs are published on the Website in the part relating to individual types of Designs (the Licence Fee can be included in one single price together with the Design purchase price). The price of the Licence to Design is valid and decisive at

the moment of placing the order by completing and sending the form designated for that purpose.

- 4.2. The Customer can make the payment of the Licence Fee for the Design by the method specified in the form for placing orders, unless the Parties agree otherwise. Usually the Customer shall pay the Design purchase price and the Licence Fee for the Design at the same time.
- 4.3. The Licence Fee for the Design shall be due and payable with 30 days from date of issue of the invoice at the latest or the by the maturity date specified in the invoice depending whichever date is earlier
- 4.4. The price for Licence and Design are specified together as one single price.
- 4.5. The Customer shall be obliged to pay the price for Licence prior to acquiring the access to the Design for the purpose of its download.

5. EFFECTIVENESS OF THE LICENCE

- 5.1. Unless specified otherwise, immediately after the payment of the Licence Fee for the Design and payment of the purchase price Wrapstock shall send by email the URL address where the Design shall be made available for the Customer, further the URL address for download of the Design shall be made available for the Customer in his/her profile section.
- 5.2. By means of the provided link the Design shall be made available for the Customer for 30 days and the Customer shall be allowed in total 3 downloads of the Design.
- 5.3. As of the delivery of the link, the Licence Agreement concluded under these Special Trading Terms shall come into force, i.e. the Customer shall be entitled to use the Design within the specified scope.

6. LICENCE SCOPE

- 6.1. The scope of Licence to Designs which are provided by Wrapstock to Customers is specified in these Special Trading Conditions, on the Website and in the invoice issued by Wrapstock which confirms the scope of Licence ordered by the Customer.
- 6.2. The quantitative scope of Licence to Design is limited to the possibility of sticking over only one car. In the case of violation of the quantitative limit of the scope of the Licence the Customer shall be obliged to compensate Wrapstock and the User for the damage suffered by them by the breach of the Customer's obligation.
- 6.3. Unless in the relevant part of the Website stated otherwise, the Licence to the Design is granted as non-exclusive.
- 6.4. Subject to the proper payment of the Licence Fee, the Licence to the Design is provided by the Customer to Wrapstock for an indefinite period of time and unlimited territory.

- 6.5. The Parties can agree on an extension of the Licence Scope. The Extension of the Licence Scope can be subject to a fee.

7. OBLIGATIONS OF THE CUSTOMER AND WRAPSTOCK

- 7.1. The Customer explicitly acknowledges that he/she authorised to grant sub-licences, unless the Parties agree otherwise.
- 7.2. The Customer shall be entitled to transfer the rights arising from the granted Licence to Design only with the prior consent from Wrapstock. The Wrapstock's consent must be in written form. This limitation shall apply also to all entities forming any concern or other business group with the Customer.
- 7.3. The Customer is not entitled to remove, change, cover or interfere in any way with any copyright or other marking of the User who uploaded the Design to the Website.
- 7.4. The Customer acknowledges that all copyrights to the Design belong to the User who uploaded the Design to the Website. All logos, trademarks and other marking placed on the Design belong to the User who uploaded the particular Design to the Website.
- 7.5. The Parties are obliged to keep confidential all substantial facts acquired in the course of performing the obligations arising from the Licence Agreement, including but not limited to the information constituting trade secrets and confidential information of the Parties.
- 7.6. The Customer shall be obliged to ensure the Design, in relation to which the Licence has been granted, against any copying and unauthorised use.
- 7.7. The Customer is allowed to modify or change the Design or its name only with the Wrapstock's consent.

8. BREACH OF THE LICENCE AGREEMENT, PENALTY

- 8.1. If the Customer fails to meet the conditions arising from the concluded Licence Agreement, Wrapstock shall be entitled to withdraw from this Agreement and claim damages.
- 8.2. In the event of a Customer's interference with the copyright of the User who uploaded the Design to the Website the Customer shall be obliged to pay a contractual penalty in the amount of EUR 4,000.- (in words: four thousand euros) to the User. The contractual penalty shall be payable on the basis of the notice of contractual penalty within 15 (fifteen) days from the date of delivery of the notice. The right of the User who uploaded the Design to the damages caused by the Customer's interference with the copyright shall not be affected by the payment of the contractual penalty.
- 8.3. Apart from the right stipulated above in Paragraph 8.2., in case of infringement of the copyright of the User who uploaded the Design to the Website the User shall have the right that all further interferences with the copyrights are prevented and the right to receive information on

the method and scope of unauthorised use of the copyright, the right that all consequences of the interferences with the copyrights are remedied including receiving reasonable compensation and unjust enrichment.

- 8.4. Wrapstock shall be entitled to represent the User who uploaded the Design in relation to the enforcement of the rights under Paragraphs 8.2 and 8.3.

9. DURATION AND TERMINATION OF THE AGREEMENT

- 9.1. The Agreement can be terminated by agreement between the Customer and Wrapstock, by withdrawal from the Agreement in case of gross violation of the Customer's obligations or by termination by notice by any Party.
- 9.2. With regard to Section 1837, Letter d) of Act No. 89/2012 Coll., the Civil Code, as amended, the Customer shall not be entitled to withdraw from the Agreement because the Design was adapted to the Customer's requirements or for the Customer.
- 9.3. Wrapstock shall be entitled to withdraw from the Licence Agreement for the following reasons:
- Customer's delay of payment of the Licence Fee longer than 30 days;
 - Intentional disruption of the Website functionality or intentional preferential treatment compared to other Customers or Users;
 - Infringement of the rights of the User who uploaded the Design to the Website under Act 121/2000 Coll., the Copyright Act, as amended;
 - Unauthorised reproduction of the Design for which the Licence has been granted.
- 9.4. If a Party disagrees with the other Party's reason for withdrawal or denies the existence of such reason, such Party shall be obliged to send its written objection to the other Party within 10 days of the receipt of the notice of withdrawal. If the Party fails to do so, such Party shall be deemed to agree with the reason for withdrawal from the Agreement.
- 9.5. The withdrawal from the Licence Agreement shall be regarded as the withdrawal from the Purchase Agreement. As of the time when both Agreements shall cease to exist, the Customer shall not be entitled to use the Design.
- 9.6. The Agreement shall cease to exist as of the delivery of the notice of withdrawal. Accordingly all rights and obligations of the Parties arising from the Agreement shall cease. However the withdrawal from the Agreement shall not affect any right to damages, default interest, contractual penalties and provisions which, in accordance with the expressed will of the Parties or with regard to their nature, should last even after the termination of the Agreement.
- 9.7. If the Licence Agreement is concluded for an indefinite period of time, any Party can terminate it by notice. The notice of termination must be sent to the other Party in

written form and shall come into force after the lapse of one year from the end of the calendar month in which the notice of termination shall be delivered to the other Party.

- 9.8. As of the death of the natural person or dissolution of the legal entity to which the Licence to Design was granted, the rights and obligations arising from the Licence Agreement shall pass to their legal successors.

10. MISCELLANEOUS PROVISIONS, FORCE MAJEURE

- 10.1. If any Party to the License Agreement is prevented from performing or in delay in performing any of its obligations under the Agreement as a consequence of any Event of Force Majeure, the affected Party shall inform the other Party in writing of such event without delay as soon as possible including detailed description of the situation and all other relevant information related to the Event of Force Majeure (including all evidence of such Event of Force Majeure which can be provided) and stating the expected time of duration of such nonperformance or delay in performing. The affected Party shall use its best efforts to eliminate or overcome such Event of Force Majeure as soon as possible. If the affected Party has always in full extent and consistently complied with the obligations under this Article, than such Party shall be released from performing its contractual obligations the performance of which has been prevented, from the date of notice until the date when such Event of Force Majeure ceases to exist.
- 10.2. An Event of Force Majeure means an obstacle occurring independently of the will of the affected Party preventing it from performing its obligations, if it cannot not be reasonably expected that the affected Party could have averted or overcome such obstacle or its consequences and that the affected Party could have expected such obstacle at the time of assuming the obligation, including but not limited to:
- War, hostilities or war operations (whether the war or hostilities have been declared or not), invasion, acts of foreign enemies and civil war;
 - Uprising, revolution, rebellion, revolt, seizure of civil or military government, conspiracy, disorder, civil unrest and acts of terrorism;
 - Strike, sabotage, blockade, embargo, import restrictions imposed by the Czech Republic;
 - Natural or physical disasters.
- 10.3. The Customer hereby assumes the risk of change in circumstances within the meaning of Section 1765 (2) of Act 89/2012 Coll., the Civil Code, as amended.

11. PERSONAL DATA PROTECTION

- 11.1. Information on the personal data protection in relation to the Regulation of the European Parliament and of the Council (EC) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/ES („GDPR”) and implementation of

measures to ensure compliance of the Wrapstock's procedures with the GDPR and associated legislation on personal data protection are available at www.wrapstock.com. The User hereby acknowledges to have been acquainted with the above information (the regulations on personal data protection and processing).

12. SERVICE OF NOTICES

12.1. Notices concerning the relationship between the Customer and Wrapstock must be served in one of the following ways:

12.1.1. By electronic mail to the valid electronic addresses of the Parties:

12.1.1.1. The electronic mail address of Wrapstock is written below in these Special Trading Conditions,

12.1.1.2. The electronic mail address of the Customer is specified in the form for placing orders.

12.1.2. By the postal service by a registered letter.

12.2. The day of delivery shall be deemed the day when the e-mail message is sent off, the day when the registered letter is delivered or refused by the Customer to be accepted or the day on which the registered letter is returned to Wrapstock as undelivered.

12.3. The Customer agrees that the contractual relationship shall be concluded by means of remote communication. The cost incurred by the Customer in using the means of remote communication in relation to the conclusion of the contractual relationship (cost of internet connection, cost of telephone calls) shall be borne by the Customer. It is not excluded that in a specific case the Parties shall agree on a procedure different from these Special Trading Conditions.

13. CLOSING PROVISIONS

13.1. If any provisions of the Licence Agreement are or shall become fully or partially invalid of if any provisions of the Licence Agreement are missing, the validity of the remaining provisions of the Licence Agreement shall not be affected thereby. Instead of the invalid or missing provisions the Customer and Wrapstock shall negotiate such valid provisions that shall correspond to the meaning and purpose of the invalid or missing provision. If any provision of the Licence Agreement shall prove to be apparent, the effect of such mistake on other provisions of the Licence Agreement shall be evaluated according to Section 576 of Act 89/2012 Coll., the Civil Code, as amended. The Customer and Wrapstock agree that in such case they shall without delay initiate negotiation to change such provision so that it shall become valid, legal and enforceable and so that it shall preserve, to the maximum possible extent, the original intent of the Customer and Wrapstock in relation to the provision covering the matter concerned.

- 13.2. Any disputes between the Customer and Wrapstock arising from the Licence Agreement shall be first solved amicably.
- 13.3. Agreements concluded subject to these Special Trading Conditions shall be governed exclusively by the Czech law. Other matters not regulated hereby shall be governed by Act 89/2012 Coll., the Civil Code, as amended, by Act 634/1992 Coll., on the Consumer Protection, as amended, and other related substantive legal and procedural regulations.
- 13.4. Any disputes between the Customer and Wrapstock arising from or relating to these Special Trading Conditions and/or individual agreements shall be decided by the court of competent jurisdiction and the Customer and Wrapstock have, in accordance with Section 89 (a) of Act 99/1963 Coll., the Code of Civil Procedure, as amended, agreed on the exclusive jurisdiction of the local court of first instance which is the court situated in the place of registration of Wrapstock.
- 13.5. Wrapstock shall be obliged to familiarise the Customer with these Special Trading Conditions, as well as the Special Trading Conditions for Sale of Designs and the General Terms and Conditions in their entirety. The current versions of these Special Trading Conditions, the Special Trading Conditions for Sale of Designs and the General Terms and Conditions are published on the Website.
- 13.6. The supervision over the compliance with the obligations arising from Act 634/1992 Coll., on the Consumer Protection, as amended, is exercised by the Czech Trading Inspection (www.coi.cz). The conditions and ways of contacting the Czech Trading Inspection, as the supervision body, with a complaint are specified on the Webpage www.coi.cz. In case of a consumer dispute between Wrapstock and the Customer being in the position of consumer, which dispute cannot be solved by mutual agreement, the Customer shall be entitled to file a motion for extrajudicial settlement in the Czech Trading Inspection.
- 13.7. Wrapstock is entitled to conduct its business on the basis of its Trade Licence. The trade control is performed by the competent Trade Licensing Office. The supervision over the personal data protection is exercised by the Office for Personal Data Protection.
- 13.8. If the relationship established by the Licence Agreement concluded under these Special Trading Conditions contains an international (foreign) element, then the Parties have agreed that the relationship shall be governed by the Czech law. The consumer rights arising from generally binding legal regulations shall not be affected by that.
- 13.9. In the case of a business relationship with a foreign Customer, the version of these Special Trading Conditions in the Czech language shall prevail.
- 13.10. If the Customer is in default of payment, Wrapstock shall be entitled to require the reimbursement of cost

incurred in enforcing the payment of the due amount including the cost of third party activities, e.g. collection agencies or law offices.

13.11. Wrapstock contact details: address for service: Zlín, Prštné 627, Postal Code: 760 01, electronic mail address: info@wrapstock.com, Tel.: .

These Special Trading Conditions shall come into force on: