

# General Terms and Conditions

## Article I. Basic provisions

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the relations between the contracting parties that arise on the basis of the conclusion of a lease agreement between the company PRO gentleman s.r.o., ID number: 05297605, with registered office at Na Louži 947/1, Vršovice, 101 00 Prague 10, registered in the commercial register maintained by the Municipal Court in Prague, section C , insert 261414 (hereinafter referred to as "**Lessor**"), and the tenant (hereinafter referred to as "**Tenant**").

1.2 The SuitsUp service allows you to rent men's suits and accessories in accordance with these GTC, the rental agreement provisions below and the Complaints Policy below. All goods advertised on the website [www.suitsup.cz](http://www.suitsup.cz) it is either brand new or cleaned at a reputable dry cleaner.

## Article II. Lease agreement

2.1 In the lease agreement, the Lessor undertakes to hand over the object of the lease to the Tenant for temporary use and the Tenant undertakes to pay the rent to the Lessor, take over the object of the lease and, at the end of the lease period, return the object of the lease to the Lessor under the conditions set out in the lease agreement. Tenant, for the purposes of the rental agreement, means the person whose contact details are filled out in the relevant order made via the website [www.suitsup.cz](http://www.suitsup.cz) (hereinafter "**website**").

2.2 By completing the order, the lessee confirms that he is fully autonomous, that he has read the rental agreement, and that he expressly agrees with the contractual provisions contained in the agreement and further agrees with the wording of the Complaints Regulations (hereinafter referred to as "**Complaints Procedure**"), which is an integral part of the rental agreement.

## Article III. Order procedure

3.1 The Lessee places the selected goods in the basket and chooses the exact date of the event for which the goods are being rented in the online calendar (while this date must not precede the creation of the order by less than 10 working days); in the next steps, the Tenant fills in the required information about his character; in summarizing the order, the Lessee checks and, if necessary, edits the entered data, completes his contact information, method of payment, collection of goods and delivery address (hereinafter referred to as "**Order**"). The Lessee is responsible for the authenticity of the data provided in the Order. By pressing the "finish and pay" button, the Tenant confirms the sending of the order. The Lessor is not responsible for any errors during data transmission.

3.2 Before sending the Order to the Lessor, the Lessee is allowed to check and change the data entered by the Lessee in the Order, also taking into account the Lessee's ability to detect and correct errors that occurred when entering data into the Order.

3.3 Based on the Order, the Tenant shall pay the rent in full, in the form of a deposit. This deposit will be included in the rent in full after the conclusion of the lease agreement, to which the tenant agrees.

3.4 The rental agreement is concluded at the moment of acceptance of the order by the Lessor after receiving it from the Lessee. The Landlord will confirm the acceptance of the order to the Tenant by an informative e-mail. The Lessor reserves the right not to accept the order, especially due to an earlier order by another customer for goods that the Lessee is interested in renting, depletion of stock, blocked IP address of the Lessee, and/or for other facts specified in this lease agreement.

3.5 The rental agreement is not validly concluded in the event that the Lessee wishes to rent the goods at a price published by mistake due to an error in the Lessor's internal information system. In such a case, the Landlord informs the Tenant of this fact.

#### **Article IV. Subject of lease**

4.1. The subject of the lease is understood to be the goods that the Lessee ordered from the Lessor via the website and for which the Lessor confirmed the acceptance of the order.

#### **Article V. Term of Lease**

5.1 The rental period is determined by the date specified in the order made by the Lessee and confirmed by the Lessor.

5.2 The date specified by the Tenant in the order confirmed by the Lessor is also considered the beginning of the rental period (hereinafter referred to as "**the beginning of the lease**").

#### **Article VI. Rent**

6.1 The rent is indicated by the Lessor for each individual item on the website, while the final amount is indicated when the Lessee completes the order.

6.2 Rent is payable upon conclusion of the rental agreement, unless otherwise stated below.

6.3 The Lessor is not obliged to hand over or send the leased object to the Lessee before the rent has been duly paid.

6.4 The tenant pays the rent and deposit via payment card.

#### **Article VII. Deposit**

7.1 The rental relationship is secured by a refundable deposit, which the Lessee is obliged to pay to the Lessor, while the Lessor is not obliged to hand over or send the object of the lease to the Lessee before the entire deposit has been duly paid. The deposit is set at the amount of 100% of the rent.

7.2 The deposit can be paid via the order form.

7.3 The Lessee is obliged to pay the deposit by the day preceding the day on which the subject of the lease is sent by the Lessor to the Lessee in accordance with Article IX. In this case, the deposit is made by blocking the appropriate one

amounts on the Lessee's payment card. The Tenant will be informed about the need to pay the deposit via email.

7.4 If the object of the lease is returned in accordance with the lease agreement (especially on the agreed date and in a condition corresponding to normal wear and tear), the deposit will be returned to the Tenant. The deposit will be returned by unblocking the relevant amount on the payment card.

7.5 The Lessor reserves the right to refuse the return of the deposit in the event that the Lessee violates his obligations arising from the rental agreement (in particular, if the object of the lease is returned in a condition that does not correspond to normal wear and tear or if it is not returned on time). In such a case, the deposit will be used to pay for damage caused by the Tenant to the object of the lease or to set off the Lessor's claim arising as a result of the Tenant's delay in returning the object of the lease according to Articles X and XI.

#### **Article VIII.**

##### **Withdrawal from the contract, cancellation fees**

8.1 The lessee has the right to withdraw from the rental agreement by canceling the order under the following conditions. If the order is canceled by the lessee in writing more than 10 days before the start of the lease, no cancellation fee is charged to the lessee. In the event that the order is canceled by the Lessee between 3 and 10 days (inclusive) before the start of the lease, the Lessor is entitled to pay a cancellation fee of 50% of the agreed rent. If the order is canceled less than 48 hours before the beginning of the lease, the Lessor is entitled to pay a cancellation fee in the amount of 100% of the agreed rent. Cancellation fees are payable at the Lessor's request. The Lessee agrees that the Lessor is entitled to unilaterally set off the Lessee's claim for the return of the deposit against the Lessor's claim for the payment of the cancellation fee.

#### **Article IX. Delivery of the object of the lease**

9.1 The subject of the lease will be sent by the Lessor to the Tenant via the Czech Post to the address specified by the Tenant in the order, using the "package to hand" service, 7 days before the beginning of the lease. The subject of the lease can be picked up by the Tenant directly in the Showroom, but the Lessor must agree to this.

9.2 In the case of choosing delivery by Czech Post, the Lessee is obliged to indicate in the order the delivery address at which he will stay at the time when the object of the lease is delivered to him. If the carrier does not reach the Tenant, he will leave instructions for collection at the location.

9.3 After handing over the shipment to the carrier, the Lessor sends the Lessee the tracking number of the shipment. This serves the Tenant to find out where the object of the lease is currently located.

9.4 The Lessor bears no responsibility for the fact that the object of the lease does not arrive to the Lessee on the day specified in the order confirmation. If the Lessee does not receive the shipment on the specified day, he is obliged to inform the Lessor immediately.

9.5 In the event that the Lessee discovers after delivery of the leased object that the leased object does not correspond to the ready-made size that the Lessee would need, the leased object is entitled to its freight, including all packaging and materials that were part of the leased object (labels, envelopes, protective packaging, boxes, etc.) in the original packaging to the Lessor and request in writing from the Lessor other goods of the corresponding size. The lessor is not obliged to accept this exchange due to insufficient stock or because such goods are already leased to a third party. If the exchange is accepted by the Lessor, he is obliged to inform the Lessee of this fact without undue delay. The Lessor is not obliged to send such goods to the Lessee before the original object of the lease is properly returned to him. In this case, the goods are sent to the Lessee at his expense.

#### **Article X. Return of Lease**

10.1 The Lessee may, after prior agreement with the Lessor, return the rental object directly to the Lessor in the Showroom. Otherwise, he will use the delivery services of the Czech Post. The Lessor will hand over the rental item to the Lessee along with the packaging in which the Lessee will deliver the rental item back to the Lessor using the postage prepaid by the Lessor. In such a case, the Lessee will send the object of the lease to the Lessor's address specified in the order confirmation.

10.2 The lessee is obliged to return the object of the lease no later than three working days after the end of the lease period. The decisive moment for the assessment of the timely return of the leased object is considered to be the moment when the leased object is taken over from the Lessee by the Lessor or the leased object is handed over for delivery by Czech Post.

10.3 The lessee is obliged to return the rental object in the original protective packaging. The Lessee is also obliged to return to the Lessor all packaging and materials that were part of the subject of the lease (labels, envelopes, protective packaging, boxes, etc.).

10.4 If the object of the lease is not returned no later than three working days after the end of the lease period, the Lessor is entitled to pay a contractual penalty in the amount of 50% of the agreed rent. If the Lessee does not return the object of the lease within 7 working days after the end of the lease period, the Lessor is entitled to pay a contractual penalty in the amount of 100% of the agreed rent. If the Tenant does not return the object of the lease within 20 working days (including) after the end of the lease period, the Lessor is entitled to pay a contractual penalty in the amount of 100% of the agreed rent increased by CZK 15,000. Contract fines are payable at the request of the Lessor. The contracting parties agree that the amount of the contractual fines corresponds to the obligations that these contractual fines ensure. The Lessee agrees that the Lessor is entitled to unilaterally offset the Lessee's claim for the return of the Deposit against the Lessor's claim for the payment of the cancellation fee. By paying the contractual fine, the Lessee does not release himself from the obligation to compensate for the damage.

10.5 If the Lessee returns the rental item in a damaged or heavily soiled condition that does not correspond to normal wear and tear, the Lessee agrees that the costs associated with

returning the rental item to its original condition will be charged to the Lessee. The Lessee agrees that the Lessor is entitled to unilaterally set off the Lessee's claim for the return of the Deposit against the Lessor's claim for the payment of such costs.

10.6 The tenant is not entitled under any circumstances and in any way to clean the object of the lease or remove any damage on it, or send it to a dry cleaner. If this happens and damage occurs to the object of the lease, the Lessee is obliged to pay for such damage. The Lessee agrees that the Lessor is entitled to unilaterally offset the Lessee's claim for the return of the Deposit against the Lessor's claim for payment of such damage.

#### **Article XI. Lessee's Liability**

11.1 The risk of damage to the leased object passes to the Lessee at the time of taking over the leased object.

11.2 The lessee is fully responsible for the loss, theft or destruction of the object of the lease. In such a case, the value of the leased object is determined from the purchase price of the leased object reduced by an amount corresponding to the wear and tear of the leased object. The Lessee is obliged to pay the damage to the Lessor at his request immediately as soon as the Lessor becomes aware of such a fact. For the purposes of this article, the object of the lease is also considered lost, stolen or destroyed if the Lessee does not return it to the Lessor within 45 days from the end of the lease period.

11.3 In the event that the Lessee provides the subject of the lease to a third party (even under the age of 18), the Lessee bears full responsibility for any damage caused to the subject of the lease.

#### **Article XII. Claims procedure**

12.1 The complaint procedure is governed by the below-mentioned provisions of the Complaints Regulations, which are an integral part of the rental agreement.

#### **Article XIII.**

13.1 If individual provisions of the rental agreement are invalid or unenforceable or become invalid or unenforceable, this will not affect the validity of the rest of the agreement. The contracting parties undertake to replace an invalid or unenforceable provision with a provision that comes as close as possible to the purpose of the original provision. This also applies to filling gaps in the contract.

13.2 The Lessor and the Lessee specify that the lease agreement is governed by the law of the Czech Republic and that relations not governed by this agreement are governed by the relevant provisions, in particular Act No. 89/2012 Coll., Civil Code, as amended, and related regulations.

13.3 The rental agreement is valid and effective on the date of confirmation of the Tenant's order by the Lessor.

13.4 All changes and additions to the rental agreement may be made by mutual agreement of the contracting parties and must be made in the form of a written addendum to the rental agreement, otherwise they are invalid.

13.5 The lessor and the lessee agree that any disputes arising from the lease agreement will be resolved amicably in the first place. Disputes that are not resolved in this way will be submitted exclusively to the competent courts of the Czech Republic.

#### **Article XIV. Handling of personal data**

14.1 The Lessee gives the Lessor his consent to the collection and processing of the Lessee's personal data for the purposes listed below in this article, until the time of his written withdrawal of consent to such processing. Disagreement must be sent in writing to the address Na Louži 947/1, Vršovice, 101 00 Prague 10, Prague, 109 00. The written statement can be replaced by a statement in electronic form via email sent to the address [info@suitsup.cz](mailto:info@suitsup.cz).

14.2 The provided personal data of the Tenant are confidential and will not be disclosed or provided to a third party in any way. These personal data will be used for the purposes of carrying out the performance of the lease agreement, in particular for actions related to the delivery of the object of the lease, for the purposes of payment transactions between the Lessor and the Lessee (communication of name, account number and delivery address) and also for the purposes of the Lessor's marketing actions. The Landlord undertakes to proceed in such a way that the Tenant does not suffer damage to his rights, in particular the right to preserve human dignity, and also takes care to protect against unauthorized interference in the private and personal life of the data subject. Personal data that is provided voluntarily by the Tenant to the Lessor for the purpose of fulfilling the order and marketing actions of the Lessor, is collected, processed and stored in accordance with applicable legal regulations, in particular Act No. 101/2000 Coll., on the protection of personal data, in the valid and effective version.

14.3 The Lessor may further, with the Lessee's consent, process so-called "cookies" in order to facilitate the provision of information society services, in accordance with the provisions of Directive 95/46/EC on the purpose of "cookies" or similar tools. It is ensured that users are aware of the information that is stored on the end device they use. Users have the option to refuse that "cookies" or similar tools are stored on their end devices, e.g. by activating the anonymous browsing functionality in your browser.

#### **Article XV.**

##### **Intellectual property law**

15.1 The lessee acknowledges that all the content of the website [www.suitsup.cz](http://www.suitsup.cz) including text, graphics or code is protected by copyright and is the property of the Lessor. The latter grants permission to copy and print parts of these pages only for the purpose of ordering goods and only for non-commercial use. Any other way of use, including reproduction, distribution, display or transmission of the content of this site is prohibited without the written consent of the Landlord.

#### **Article XVI Final Provisions**

16.1 By completing the order, the Lessee confirms that he has familiarized himself with these General Terms and Conditions and the Complaints Procedure and that he agrees with them in the version valid and effective at the time the order is sent. The lessor

reserves the right to change the General Terms and Conditions and the Complaints Procedure at any time to a reasonable extent. The current version of the General Terms and Conditions is located at the bottom of the [www.suitsup.cz](http://www.suitsup.cz) website in the "Business Terms" tab. A later version always replaces all previous versions.

16.2 These General Terms and Conditions, inclusive, are valid and effective from 15 November 2016 and cancel the previous version of the General Terms and Conditions, while they are available at the Lessor's headquarters and premises or electronically at [www.suitsup.cz](http://www.suitsup.cz).

Complaints Procedure

#### **Article I. General Provisions**

1.1 These Complaints Rules are an integral part of the rental agreement concluded between the company PRO gentleman s.r.o., IČ: 05297605, with registered office at Na Louži 947/1, Vršovice, 101 00 Prague 10, registered in the commercial register maintained by the Municipal Court in Prague, section C, file 261414 ( hereinafter "**Lessor**") and the lessee specified in the contract and describes the procedure for making a claim for goods rented by the Lessee from the Lessor.

1.2 The lessee is obliged to familiarize himself with the Complaints Regulations before sending the order. At the same time, the Tenant acknowledges that he is obliged to provide the Lessor with the necessary cooperation necessary for handling the complaint.

1.3 By concluding the rental agreement, the Tenant agrees to these Complaints Regulations.

1.4 If these Complaints Regulations use terms or definitions, they are understood in the sense in which they are defined in the rental agreement and GTC. If it is not defined there either, it is understood in the sense in which it is used by legal regulations.

#### **Article II.**

2.1 The lessor declares that all goods advertised on the website [www.suitsup.cz](http://www.suitsup.cz) it is either brand new or cleaned at a reputable specialist dry cleaner. The Lessor further declares that the object of the lease when handed over to the Lessee or delivered to the Czech Post has no defects, is properly cleaned and suitable for normal use. The Lessor is not responsible for damage or contamination of the object of the lease that occurs during its transport to the Lessee. In particular, the seller declares that:

- The subject of the lease has the properties that the parties have agreed upon, and if there is no agreement on such properties that the Lessor described or that the Lessee expected, then it has the usual properties,
- The object of the lease is suitable for the purpose that the Lessor states for its use or for which the object of this type is usually used,

- The object of the lease is in the corresponding quantity or measure.

### **Article III.**

#### **Exercising rights from defective performance**

3.1 When taking over the object of the lease from the Lessor, or from the transporter, the Lessee shall properly and carefully check the condition of the object of the lease and any shipment (in particular, the number of packages, intactness or damage to the packaging).

3.2 The lessee shall immediately check the completeness of the subject of the lease.

3.3 In addition, the Lessor recommends that, in the event of taking over a damaged shipment from the carrier, attach photo documentation of the damage and packaging when claiming the rental item.

3.4 If the object of the lease shows any defects after it has been placed at the disposal of the Lessee, the Lessee is obliged to notify the Lessor of these defects immediately after their discovery, including their detailed description, and to hand over or send the object of the lease back to the Lessor in the same manner as stipulated for the normal return of the subject of the lease in the lease agreement.

3.5 The claimed object of the lease must contain all components that were handed over to the Tenant with it. The Lessor recommends that the Lessee attach a description of the defect and sufficient contact details of the Lessee (especially the order number, return address and phone number of the Lessee).

3.6 After the object of the lease becomes available to him, the Lessor will assess the alleged objections of the Lessee regarding defects and, if he finds them justified, will provide the Lessee free of charge with other defect-free goods that are identical to the object of the lease. In the event that such goods cannot be provided by the Lessor for any reason, the Lessee is entitled to offer alternative goods. In the event that the Tenant does not agree to such an exchange for alternative goods, he is obliged to notify the Lessor immediately, while he has the right to return the paid rent and deposit in full. In the same way, the Lessee can exercise the right to return the paid rent and deposit in the event that it would be obvious that the replacement goods will be available to him only after the date he indicated in the order as the start date of the lease.

3.7 In the event that the Tenant's complaint is found to be unjustified, the Lessor is not obliged to return the rent paid.

### **Article IV.**

#### **Exclusions from the Lessor's liability for defects**

4.1. The guarantee does not apply in particular to damage to the object of the lease caused by:

- Damage to the object of the lease caused by the Tenant or a third party,



- By using the object of the lease in conditions that do not correspond to the normal environment in which the use of this type of thing usually occurs (especially damage due to excessive heat, humidity, dust, etc.),
- By neglecting to take care of the subject of the lease,
- By making a claim after the date of the event for which the object of the lease was rented.

#### **Article V. Common Provisions**

5.1 The Lessor shall issue to the Lessee a written confirmation of the date and method of settlement of the claim, or the justification for the rejection of the claim.

5.2 After handling the complaint, the Lessor will notify the Tenant of the termination of the complaint either by phone, via SMS, or by e-mail. If the goods were sent by a transport service, they will be sent to the Lessee's address after processing.

5.3 The Lessee has the right to reimbursement of purposefully incurred costs associated with the application of a claim that was recognized by the Lessor as justified. These costs are understood as the least necessary. In particular, this is the postage for sending the claimed object of rent back to the Lessor, if the Lessor did not use the prepaid postage provided together with the object of rent for this sending. These costs do not include the journey by car for making a claim, express transport of the rental object and other similar things. Reimbursement of costs must be requested without undue delay.

5.4 The lessee is obliged to check the claimed goods received, especially its completeness, i.e. that the package contains everything it is supposed to contain. Later objections will no longer be taken into account.

#### **Article VI. Common provisions**

6.1 These Complaints Rules are valid from 11/15/2016.