



## **GENERAL BUSINESS TERMS AND CONDITIONS**

### **Trade Finance Consulting, s.r.o.**

seated at: Tylova 506/08, Kutná Hora-Vnitřní Město, 284 01 Kutná Hora, Czech Republic  
identification number: 07240520, DIČ: CZ07240520

### **1. Basic provisions**

#### 1.1.

The subject of these General Business Terms and Conditions of Trade Finance Consulting, s.r.o. (hereinafter referred to as the "TFC GBTC") is, in accordance with the provisions of Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended, the regulation of the terms and conditions of contractual relations relating to the sale of publications, seminars, and other services (e.g., organization of a corporate meeting, presentations, networking events, discussion panels, and others).

These TFC GBTC are an integral part of all arrangements relating to the above-mentioned services provided by Trade Finance Consulting, s.r.o. By completing and sending a binding order for services (e.g., in the form of registration - an electronic form, or in another electronic or written form), the Client acknowledges these TFC GBTC as binding for all performance related to the subject of the TFC GBTC.

### **2. Conclusion of the Contract and its basic content**

#### 2.1.

All presentations of Trade Finance Consulting, s.r.o. services, especially the presentations placed on the website, are of an informative nature, and Trade Finance Consulting, s.r.o. is not obliged to conclude a Contract regarding the given performance. The provisions of Section 1732, paragraph 2 of the Civil Code do not apply.

Orders for the implementation of Trade Finance Consulting, s.r.o. services are in electronic form (but not exclusively). By completing and sending a binding order for services via an electronic form (e.g., a seminar application), by e-mail, or in another written form, the Client expresses their agreement with the services and their price at the specified price. Trade Finance Consulting, s.r.o. has the right not to accept any order.

The contract is concluded upon acceptance of the order by Trade Finance Consulting, s.r.o., and confirmation of this fact to the Client. Trade Finance Consulting, s.r.o., shall immediately confirm the conclusion of the Contract to the Client by sending an informative email to the email address provided by the Client.

### 3. Payment Terms

#### 3.1.

The Client is obliged to pay the price for the services provided by Trade Finance Consulting, s.r.o., which are specified in the binding order for services according to 2.1, including those that were ordered additionally in accordance with the provisions of the TFC GBTC.

#### 3.2.

Unless otherwise agreed, the price for the performance is payable within seven (7) calendar days from the date of issue of the tax document (invoice) by Trade Finance Consulting, s.r.o.

The Client undertakes to provide Trade Finance Consulting, s.r.o. with an advance payment (up to the full price) in the event that the nature of the service usually requires it (e.g., in the case of arranging a seminar or other event at the request of the Client), and if requested by Trade Finance Consulting, s.r.o., in the specified amount and on the due date. If the advance payment is not paid by the Client in the specified amount and within the specified deadline, Trade Finance Consulting, s.r.o. reserves the right to cancel the already agreed order.

#### 3.3.

The Client undertakes to pay tax documents (invoices) no later than seven (7) calendar days from their issuance, unless otherwise agreed. Any complaint does not affect the maturity of the tax document.

#### 3.4.

The payment is considered to have been made only when it is credited to the account of Trade Finance Consulting, s.r.o., which is stated on the relevant invoice issued by Trade Finance Consulting, s.r.o.

#### 3.5.

If the Client defaults on the payment for the services provided, the Client is obliged to pay Trade Finance Consulting, s.r.o., in addition to the amount due, contractual interest on arrears in the amount of 0.05% of the amount due for each commenced (calendar) day of arrears starting from the first day following the due date of the tax document (invoice) until its full payment. Trade Finance Consulting, s.r.o. is not obliged to provide the performance or part thereof.

#### 3.6.

Trade Finance Consulting, s.r.o. reserves the right to use any payment of the Client to pay its oldest receivable/oldest overdue receivables.

#### 3.7.

When paying the price of the performance, the Client is obliged to indicate the variable symbol indicated on the tax document (invoice) of Trade Finance Consulting, s.r.o.

#### 3.8.

Any discounts provided are not added up, unless expressly stated otherwise. The discount cannot be applied to a service that is included in a promotional offer, unless expressly stated otherwise.

## 4. Cancellation conditions

### 4.1.

The Client may withdraw from the Contract by delivering a written withdrawal (possible also in electronic form) to Trade Finance Consulting, s.r.o.

If the Client cancels the order after its confirmation by Trade Finance Consulting, s.r.o. according to Article 2 of the TFC GBTC, the Client undertakes to pay Trade Finance Consulting, s.r.o. the corresponding cancellation fees as follows:

- Cancellation of the order within a period of 30 to 14 days inclusive before the agreed date of the start of the event corresponds to the payment of 05% of the agreed price.
- Cancellation of the order within a period of 14 to 7 days inclusive before the agreed date of the start of the event corresponds to the payment of 10% of the agreed price.
- Cancellation of the order within a period of 7 to 1 day inclusive before the agreed date of the start of the event corresponds to the payment of 50% of the agreed price.
- Cancellation of the order on the day of the event or non-participation in the event without prior cancellation corresponds to the payment of 100% of the agreed price.

The cancellation fee is always calculated from the price without taking into account any discounts (if the Customer withdraws from the Contract, the claim to any discount provided ceases from the beginning).

### 4.2.

The Customer is obliged to pay Trade Finance Consulting, s.r.o. cancellation fees according to the provisions of 4.1. TFC GBTC within ten working days from the date of notification of the cancellation of the order according to the provisions of 4.3. TFC GBTC. If the cancellation fee is not paid properly, the Customer is obliged to pay Trade Finance Consulting, s.r.o. in addition to the amount corresponding to the cancellation fee, also interest on delay in the amount of 0.05% of the amount due for each commenced calendar day of delay starting from the first day following the due date of the cancellation fee until its payment.

### 4.3.

The order must be cancelled electronically to the contact person according to the binding order for services, who is obliged to confirm the accepted cancellation in the same form without undue delay.

### 4.4.

Until the performance is provided to the Client, Trade Finance Consulting, s.r.o. is entitled to withdraw from the Contract at any time.

In such a case, Trade Finance Consulting, s.r.o. will return the entire paid price of the performance to the Client without undue delay, to the account from which the payment was received, or at the request of the Client to another account designated by him.

Trade Finance Consulting, s.r.o. also reserves the right to change the specifications and parameters of the educational event (or other services) at any time. Any changes will be communicated to the Client electronically (by e-mail) or by telephone.

## **5. Complaints**

### **5.1.**

The Customer shall submit a complaint about the services (or goods) provided by Trade Finance Consulting, s.r.o. in person at the registered office of Trade Finance Consulting, s.r.o., in writing at the registered office of Trade Finance Consulting, s.r.o. (Tylova 506/08, Kutná Hora-Vnitřní Město, 284 01 Kutná Hora) or electronically via the e-mail address: info@tradefinanceconsulting.com. The complaint shall be handled by the contact person specified in the binding order for the goods or services to which the complaint relates.

The Customer is obliged to submit any defects no later than ten (10) calendar days from the date of the educational event; otherwise, their rights regarding these defects shall lapse. The complaint about defects must contain a description of the alleged defects. In the case of defects for which Trade Finance Consulting, s.r.o. is responsible and which the Customer applies properly and in a timely manner, the Customer is entitled to a reasonable discount on the price of the performance.

After submitting a complaint, the Customer will be notified of the progress and subsequent settlement of the complaint within the legally prescribed deadlines in writing, electronically (e-mail), or by telephone.

## **6. Arbitration Clause**

### **6.1.**

All potential disputes arising in connection with the services of Trade Finance Consulting, s.r.o., shall first be resolved by both parties through amicable means, and if amicable means are not reached, shall be governed by Czech law and shall be resolved at the Arbitration Court at the Economic and Agrarian Chamber of the Czech Republic by one arbitrator, who shall be appointed by the chairman of the arbitration court upon the request of either of the contracting parties. The arbitration proceedings shall be held in Prague. The costs of the proceedings, including the arbitrator's fee, shall be paid by the party that loses the dispute. The provisions of this point shall not apply if the Client has the status of a consumer.

## **7. Consent to sending commercial offers by Trade Finance Consulting, s.r.o.**

### **7.1.**

The Client agrees to receiving commercial offers by Trade Finance Consulting, s.r.o., which is carried out in accordance with Act No. 480/2004 Coll. on certain information society services, as amended.

## **8. Force Majeure**

### **8.1.**

If Trade Finance Consulting, s.r.o., despite all its efforts appropriate to the situation, is unable to meet the terms of the agreed arrangements due to force majeure, it shall be entitled to cancel the order or change it appropriately without further authorization. Force majeure shall mean, in particular, war, mobilization, internal unrest, confiscation, strike, lockout, damage to the premises and its equipment as a result of natural disasters or internal unrest, explosion, epidemic, regulation of public law measures, and shortage of materials caused by the above reasons. In the event of force majeure, the Client is not entitled to apply any sanctions or equivalent claims against Trade Finance Consulting, s.r.o.

## **9. Other arrangements**

### 9.1.

If the Client changes the number of participants, the Client undertakes to notify the contact person, according to the binding order for services, of this information no later than 2 weeks before the agreed date of the start of the event. In this case, Trade Finance Consulting, s.r.o., reserves the right to change the agreed price. Trade Finance Consulting, s.r.o., and the Client are obliged to proceed in accordance with Articles 2 and 3 of the TFC GBTC.

### 9.2.

By registering for the services of Trade Finance Consulting, s.r.o. (e.g., seminar, round table, organization of a corporate meeting, presentation, networking event, discussion panel, etc.), the Client agrees to the taking of photographs from this event and agrees to the free use of the photographs taken without the need for prior consent on appropriate occasions, including publication on the website. The participation fee for the services of Trade Finance Consulting, s.r.o. is contractual according to Act No. 526/90 Coll. and does not include costs associated with the preparation and implementation of other possible services of Trade Finance Consulting, s.r.o. Trade Finance Consulting, s.r.o. reserves the right to change the program, set an adjusted price, and to cancel due to a lack of registered participants.

### 9.3.

If Trade Finance Consulting, s.r.o. and the Client do not reach an agreement on matters related to the changes additionally requested by the Client, Trade Finance Consulting, s.r.o. reserves the right to cancel the order and demand payment of the cancellation fee from the Client in accordance with Article 4 of the TFC GBTC, while the agreed price will correspond to the agreed price without adding those additionally ordered services that were the reason for the cancellation of the order.

### 9.4.

The Client undertakes to pay for any damage caused by damage to, or theft of, Trade Finance Consulting, s.r.o. equipment or facilities during the preparations, the event itself, or its liquidation by the Client or its participants.

### 9.5.

If a technical or other defect occurs in the Trade Finance Consulting, s.r.o. facility or in another facility where the agreed event is to take place, which does not allow the use of this space for the purpose agreed upon by the parties, outside the provisions of point 8.1, Trade Finance Consulting, s.r.o. undertakes to notify this fact immediately after its discovery and to propose a method of implementing the ordered service, and in the event that no agreement is reached, to return all deposits already paid, and the contractual relationship will be terminated.

## **10. Final Provisions**

### 10.1.

All disputed issues will be resolved by Trade Finance Consulting, s.r.o. and the Client primarily electronically or in person, with the aim of reaching an agreement. Arbitration or litigation will be considered as a last resort.

### 10.2.

These General Terms and Conditions of Trade Finance Consulting, s.r.o. shall enter into force and take effect on 1 January 2026. They are available at the registered office and premises of Trade Finance Consulting, s.r.o. or electronically at [www.tradefinanceconsulting.com](http://www.tradefinanceconsulting.com). Changes are reserved.

In Kutná Hora on 1 January 2025