

General terms and conditions of RISS COMPANY s.r.o., Company identification number 25237195,

valid for the provision of all services of the international franchise network EXTRA SERVICES

I. Introductory Provisions

1. The company RISS COMPANY s.r.o., CIN 25237195, with its registered office at Nádražní 24, Plzeň 301 00, is a limited liability company registered with the Regional Court in Pilsen under the file number C 11465 and is the operator of the international franchise network EXTRA SERVICES and the operator of the Internet portal <https://extra-services.eu>, which collects requests and orders for services from Customers and forwards them to its FRANCHISEES and PARTNERS, members of the international network EXTRA SERVICES.

2. RISS COMPANY s.r.o. is a company that has established an international franchise network of FRANCHISEES and BUSINESS PARTNERS, operating under their own name, under CINs; however, they provide all services under the internationally registered trademark EXTRA SERVICES and are obliged to perform their services under the same conditions, solely determined by RISS COMPANY s.r.o.

3. RISS COMPANY s.r.o. has hereby issued the General Terms and Conditions (hereinafter referred to as "GTC"), valid throughout the European Union. Therefore, the General Terms and Conditions shall become integral to every contractual relationship between the Contracting Parties. The CONTRACTOR refers to all FRANCHISEES and contractual PARTNERS of RISS COMPANY s.r.o. The CUSTOMER refers to all natural or legal persons who order any services offered and provided by the international franchise network EXTRA SERVICES.

4. The purpose of the General Terms and Conditions is to establish and specify the rights and obligations of both the Contractor and the Customer and other conditions of the services provided. These General Terms and Conditions are publicly available to everyone at the address <https://extra-services.eu/pdf/gb/extra-services-general-terms-and-conditions.pdf> in PDF format, and each Customer is obliged to familiarise themselves with them. By ordering a service from the international franchise network EXTRA SERVICES, the Customer accepts them. Should any provisions in the Work or Framework Contract deviate, these provisions shall prevail over the wording of the GTC.

5. For the purposes of the contractual relationship and GTC, the following terms shall have the given meaning:

- a) Moving: The performance of the work under the contract, consisting of loading and transporting the moved items from the place of dispatch or loading to their destination and their subsequent unloading and handing over to the Customer (including any other agreed services).
- b) Moved items: Movable items, which are the subject of the moving, i.e. items that the Contractor loads at the place of dispatch, transports to their destination, and unloads

and hands them over to the Customer. Standard moved objects are objects whose weight does not exceed 100 kg per piece.

- c) Place of dispatch (loading): The place designated by the Customer from which the items are moved, i.e., where the Contractor shall load the moved items.
- d) Destination (unloading): The place designated by the Customer where the items are moved, i.e., where the moved items are unloaded and handed over to the Customer.
- e) Cleaning: The performance of the work under the Contract, which consists of the agreed cleaning at the location or address specified by the Customer (including any other agreed services).
- f) Cleaning services: Standard or general cleaning of family houses, apartments, offices, restaurants, hotels, shops, business premises, etc., whereas cleaning means washing and cleaning of all residential and non-residential premises, washing of windows, blinds, frames, doors, cleaning of sofas, armchairs, carpets and other cleaning tasks carried out by the Contractor at the Client's request.
- g) Cleaning location: The place designated by the Customer where cleaning services are carried out by the Contractor.
- h) Craft services: Handicraft, painting, assembly, bricklaying, carpentry and maintenance work such as painting, assembly of furniture and kitchen units, partition walls, rubbish removal, reconstruction of residential cores, replacement of lights, sockets, sinks, demolition, landscaping, finishing works and other related services commonly known as craftsmen's or handymen's services and which the Contractor will carry out at the Client's request.
- i) Place of performance: The place designated by the Customer where the Contractor will perform the agreed craft services.
- j) Contractual relationship: Refers to any order made by a natural or legal person by personally submitting an order in the online order form on the website <https://extra-services.eu>, by e-mail, via CHAT communication, in person or in any other way agreed that appears binding to the Contractor.

II. Obligations of the Customer

1. In the case of a request for moving services, the Customer is obliged to provide the Contractor with the following information in particular:

- a) The quantity, volume, weight, complexity and nature of the items to be moved,
- b) The items to be moved that require special care or extreme caution, especially if they are fragile, valuable, antique or excessive objects,
- c) Any problems, including potential problems, relating to the handling, assembly or disassembly of the moved items, or any issues relating to access to the place of dispatch or destination,
- d) The value of the items to be moved (the Customer shall provide the Contractor with an inventory of all the items to be moved, indicating their estimated prices),
- e) The exact date of the move.

2. When the Customer requires cleaning services, they are obliged to inform the Contractor sufficiently in advance about the following:

- a) The volume, difficulty, scope and nature of the given cleaning,
- b) The items to be cleaned that require special care or caution, especially if they are fragile, valuable, antique or rare objects,

- c) Any problems, including potential problems, relating to the handling, assembly or disassembly or any issues relating to the use of cleaning products,
- d) The value of the items to be cleaned (the Customer shall provide the Contractor with an inventory of all the cleaned things, indicating their estimated prices),
- e) The exact commencement date of the cleaning.

3. When the Customer requires craft services, they are obliged to inform the Contractor in particular about the following:

- a) The volume, complexity, scope and nature of the services provided,
- b) The service tasks that require special care or extreme caution, any problems, even potential, associated with handling, assembly or disassembly, or any issue related to the use of unique technologies or accessibility issues,
- c) The value of repaired or replaced items (the Customer shall provide the Contractor with an inventory of all repaired items, indicating their estimated prices),
- d) The exact date of the provision of craft services.

If the Customer provides the Contractor with false, inaccurate, incomplete or misleading information and the Contractor incurs additional expenses or damages due to such information, the Customer is obliged to reimburse the Contractor for such extraordinary costs or damages without undue delay.

4. The Customer is obliged to provide the Contractor with the addresses, telephone contacts and electronic addresses (e-mails) through which the Customer or the persons responsible for assistance can be reached, and which can be used as a direct contact prior to the provision of any of the aforementioned moving, cleaning or craft services, during the provision thereof, as well as subsequently after the completion of any services provided. Should any of these details change, the Customer is obliged to notify the Contractor of the change without delay, at the latest within 24 hours.

5. The Customer is obliged to provide suitable packaging for the moved items before the move unless otherwise contractually agreed.

6. The Customer is obliged to be present at the place of dispatch while loading the items to be moved. After loading them, the Customer is obliged to check whether any things have been forgotten at the place of dispatch.

7. The Customer is obliged to provide the Contractor with all the cooperation that can reasonably be required of him in the performance of moving, cleaning or craft services.

8. The Customer is obliged to give instructions regarding unloading the objects to be moved.

9. The Customer is obliged to be present at the place of destination at the agreed time for the purpose of handing over the moving, cleaning or craft services provided and for the final acceptance and inspection of said services. The Customer is also obliged to confirm the acceptance of these services to the Contractor in writing. Should the Customer fail to comply with the obligation to be present at the place of destination at the agreed time and date, the Contractor will deem the service to have been duly taken over, and no complaint may be lodged in respect of the completed service.

10. If the Customer is not present at the destination, they are obliged to provide the Contractor with instructions well in advance on how the moved goods are to be handled. Otherwise, the Contractor shall be entitled to unload the moved items at a suitable place to be determined by the Contractor. The items to be moved shall be deemed to have been properly handed over.

11. When handing over moving, cleaning or craft services, the Customer is obliged to immediately perform quality control thereof. The Customer is obliged to immediately notify the Contractor of any visible defects, damage or destruction caused by the Contractor and, if the fault or damage cannot be remedied on the spot, to draw up a damage report with the Contractor; otherwise, they lose the right to compensation.

III. Price and Payment Terms

1. The Customer is obliged to pay the agreed price for the moving, cleaning or handyman services provided by the FRANCHISEE or PARTNER of the international franchise network of EXTRA SERVICES in the agreed amount and manner based on the contractual relationship. The Contractor is entitled to reasonably increase the price if unforeseeable and other costs arise while providing the service, for which the Contractor is not responsible. The Contractor is obliged to inform the Customer of the price increase immediately, at the latest, within five days. The Contractor shall determine minimum invoicing periods, minimum amounts and the criteria for determining the price of moving, cleaning or craft services as follows:

2. The price is always set as the hourly rate for services of the EXTRA SERVICES international franchise network. All prices for the services provided are detailed in the pricelists of individual services of the EXTRA SERVICES international network for each EU country where the services are provided. Each pricelist for a given EU country always includes for any services provided the minimum price charged and the currency.

3. If the services are provided by a FRANCHISEE or a PARTNER of the international franchise network of EXTRA SERVICES, who is not a VAT payer, the minimum amount invoiced to the Customer will indicate the price and the currency without VAT.

4. The hourly rate will be charged according to the valid pricelist of the EXTRA SERVICES international franchise network. It shall always be calculated from the beginning of the work at the place of dispatch (loading), the place of cleaning or the place of the carrying out of craft services and tasks by any member of the EXTRA SERVICES international franchise network.

5. In the case of moving, cleaning or craft services carried out within the town or municipality where the service has been commenced, the hourly rate, and, therefore, the calculation of the price according to the valid hourly rate list, shall be completed when the work has been handed over.

6. In the case of a move outside the city or town where the services have commenced, the hourly rate and, thus, the price according to the applicable hourly rates shall be calculated upon the return (arrival) to the place where the services commenced. (By moving from point A to point B, the services are terminated and simultaneously charged only when the Contractor returns to point A).

7. In the case of cleaning or craft services outside of the Contractor's place of business, i.e. the Contractor needs to travel to the Customer from their registered office to the place of cleaning or craft service and back, the resulting price will be charged and increased by the mileage according to the valid pricelist of the country where the service was rendered.

8. The Contractor shall charge payment for services or mileage travelled based on the publicly available current pricelist of the EXTRA SERVICES international network for a specific service and the country where the services are provided unless otherwise contractually agreed.

9. Prior to the provision of any moving, cleaning or craft services by FRANCHISEE or a PARTNER of the EXTRA SERVICES international franchise network, the Customer shall pay the Contractor a deposit amounting to 100% of the agreed price, unless otherwise contractually agreed.

10. The Customer is not entitled to withhold payment or any part thereof due to any complaints concerning the service provided. The Customer is also not authorised to set off against the price or any part thereof any claims against the Contractor. The Customer will default on payment if they act contrary to this provision. The Customer is not entitled to assign any claim arising from the contractual relationship against the Contractor to a third party without the Contractor's prior written consent.

11. If the Customer is in default of payment for the services, the Customer shall pay the Contractor a contractual penalty in the amount of 0.05% of the amount owed for each day of the delay and, after 15 days of default, a contractual penalty in the amount of 0.5% of the price of the amount owed for each day of the delay.

12. Contract prices for the international moving or for the provision of cleaning or craft services do not include customs duties, VAT or fees that may be charged in the territory of third countries and insurance beyond the scope of standard insurance.

13. Prices for international shipping or for the provision of cleaning or craft services abroad may be affected by changes in the value of foreign currencies, tax and security regulations, legislation of third countries and the like. The Contractor has the right to reasonably adjust the price when such circumstances arise and to charge the additional costs incurred to the Customer. The due date of the tax document with these costs shall be set at five working days from the date of its issue.

14. If the Contractor requires a financial security deposit for the eventual disposal of the stored items being moved, waste from cleaning or from providing craft services, the Customer shall pay this deposit in the required amount prior to the provision of any services to members of the EXTRA SERVICES international franchise network.

IV. Rights and Obligations of the Contractor

1. The Contractor is obliged to carry out moving, cleaning or craft services at the agreed date and time with professional care and skill. In particular, when providing moving, cleaning and craft services, the Contractor is obliged to proceed with caution and refrain from doing anything that could lead to damage, destruction or loss of the Customer's items.

2. The Contractor is obliged to load the moved items at the place of dispatch and unload them at the destination according to the Customer's instructions.
3. The Contractor shall endeavour to meet the instructions and requirements of the Customer while providing moving, cleaning and craft services. The Contractor is obliged to notify the Customer of the inappropriateness of the instructions and requirements received.
4. The Contractor is obliged to hand over the moved items to the Customer at the destination. With regard to the provisions of Article II(10), the performed services shall also be deemed to have been duly handed over if the Contractor unloads them at a suitable place determined by them because the Customer has failed to fulfil their obligation to take over the moved items and has not given the Contractor timely instructions on how to handle them.
5. The Contractor has the right at any time, and without the Customer's prior consent, to enter into a contractual relationship with third parties to implement the services provided.
6. The Contractor has the right to choose the means of transport for road, air or sea transport at their own discretion and experience.
7. The Contractor has the right to choose cleaning agents for the given type of cleaning at their own discretion and experience.
8. The Contractor has the right to choose any equipment for the given type of craft service at their own discretion and experience.
9. The Contractor has the right to take possession of any of the Customer's moved items if all the Customer's obligations to the Contractor have not been settled. The Contractor has a lien on all moved objects in the value of the amount owed and costs associated with storage (for the entire period during which the lien was exercised), management of the moved objects, sale and any other costs arising from non-payment of the Customer's obligation to the Contractor. If the Customer fails to pay the amount due within 14 days of the Contractor's call for payment, the Contractor shall be entitled to sell the moved or stored items and pay off the resulting debt. The amount received in excess of the amount owed shall be transferred to the Customer's bank account within 14 days of the date of acquisition.

V. Items and Services Excluded from Relocation/Moving

1. In particular, the following items shall be excluded from moving unless otherwise contractually agreed or the regulations of a third country determine otherwise (e.g. alcohol, food):
 - a) Live animals and plants,
 - b) Works of art or collectables,
 - c) Other items of high value (jewellery, money, precious stones and metals, securities and others),
 - d) Other rare items,
 - e) Hazardous items (weapons, explosives, flammables and others).
2. The Contractor shall not be liable for damage caused to items excluded from moving, which have been moved without the Contractor's knowledge and consent.

3. The Contractor shall not arrange to remove or install objects fixed to walls, floors or ceilings unless otherwise contractually agreed.

4. The crew sent by the Contractor to carry out the move shall not be authorised to change the contractual arrangement or to agree to the performance of work that has not been contractually agreed upon in advance. The Customer has no right to demand these services from the Contractor's crew. If the Contractor incurs extraordinary expenses or damage due to such an occurrence, the Customer is obliged to compensate the Contractor for such additional costs or damage without undue delay.

VI. Contractor's Liability for Damage

1. The Contractor shall be liable for damage, destruction, loss or deterioration of moved, cleaned or entrusted items (hereinafter referred to as "Damage") that have occurred between the start of the provision of a specific service at the place of dispatch, cleaning or performance and the handover of the finished service.

2. The Contractor shall be liable for damage only up to 30% of the agreed price unless otherwise contractually agreed (to ensure higher insurable risks, it is necessary to adequately insure the moved items with the Contractor).

3. The Contractor shall not be liable for damage if it could not have been prevented or averted by exercising professional care. In particular, the Contractor shall not be responsible for damage caused by the Customer, a defect, the nature and condition of the moved, cleaned or entrusted objects, atmospheric or climatic conditions, electrical, electronic or mechanical faults, or inadequate packaging of these objects. Furthermore, the Contractor is not responsible for damage to fragile items if they prove that they have taken all the reasonable measures to prevent such damage.

4. To successfully claim liability for damage, the Customer must notify the Contractor of the damage in writing within three days of the handover. Such notification shall be accompanied by a list of the damaged, destroyed or lost items, including their declared value and a description of the damage.

VII. Amendment of the Agreement

1. The Customer is entitled to change the place of dispatch, destination, cleaning location, and place of performance or to stop the moving, cleaning or craft services entirely before commencing the provision of moving, cleaning or craft services. However, the Customer shall reimburse the Contractor for any expenses or damages incurred due to such action. The Customer shall not be entitled to change the place of dispatch, destination, cleaning location, or place of performance or to stop the moving, cleaning or craft services altogether before commencing the moving, cleaning or craft services if this is not feasible, particularly given the Contractor's operations. The Contractor is obliged to inform the Customer of this fact immediately but no later than within five working days.

2. The Contracting Parties can also contractually agree on changes or additions. Such an agreement requires a written form.

VIII. Termination of the Contractual Relationship

1. The contract shall terminate:

- a) Upon completion of the moving, cleaning or craft service provided by the FRANCHISEE or PARTNER of the EXTRA SERVICES international franchise network,
- b) By agreement of the Contracting Parties,
- c) Upon withdrawal.

2. The moving, cleaning or craft service shall be deemed completed when the work is handed over to the Customer at the destination, cleaning location or performance location. If the Customer fails to be present at the destination when the moved items are unloaded at a suitable place designated by the Contractor, the Customer has breached the obligation to take over the moved items and has not given the Contractor timely instructions on handling them.

3. Withdrawal from the contractual relationship must be notified to the other Contracting Party in writing.

4. The Contractor is entitled to withdraw from the contractual relationship if the Customer fails to fulfil any obligation arising from the contractual relationship, especially if the deposit has not been made. The Contractor's right to compensation for damage caused by the Customer shall not be affected.

5. The Customer is entitled to withdraw from the contract:

a) If the Contractor breaches the Contract, especially if the Contractor is more than ten days in arrears with providing moving, cleaning or craft services, even though the Customer has called on the Contractor in writing to perform them. This option shall be limited if the Contractor proves force majeure (including disruptions, strikes, natural disasters, civil unrest and war conflicts, explosions, etc.).

b) By paying a cancellation fee, which is negotiated at 50% of the price in case of withdrawal five or more days before moving, and 100% of the cost in case of withdrawal less than five days before the ordered service starts.

IX. Delivery of Documents

1. The Contracting Parties are obliged to deliver documents to each other in the form of a registered letter, a letter in their own hands or by electronic mail.

2. The Contractor is obliged to deliver documents to the address or e-mail box notified by the Customer. If a document sent to this address is returned to the Contractor as undelivered, the document shall be deemed to have been delivered on the day it is returned to the Contractor.

3. If the Customer has an agreement with a FRANCHISEE or PARTNER of the EXTRA SERVICES international franchise network, they are obliged to deliver the documents to the electronic address or to the address of the company headquarters of a specific Contractor who is a member of this network.

X. Arbitration Clause

1. The Contracting Parties have agreed that all property disputes resulting from the Contract or arising in connection herewith shall be finally settled by the Arbitration Court of the given state, where the services were provided according to its rules, by a three-member arbitration panel, each of the Contracting Parties choosing one of the arbitrators and agreeing among themselves on the person of the third arbitrator, the chairperson of the arbitration panel. If a Contracting Party fails to notify the arbitrator within ten working days of being requested to do so by the other Contracting Party, the other Contracting Party shall select a second arbitrator.

2. Should a claim arising from the Contract be assigned, the agreed arbitration clause is also valid for the new creditor of the claim arising hereunder.

XI. Final Provisions

1. The Client shall prolong the limitation period for all rights accrued to the Contractor in connection with the Contract, in particular the right to payment of the price, the right to payment of accessories, the right to compensation for damages and the right to severance pay, for three years from the date when the limitation period first commenced.

2. The Customer acknowledges that fulfilling the Contractor's obligations under the Contract and General Terms and Conditions requires their cooperation. Without the provision of such cooperation, in particular the fulfilment of obligations under the Contract and the GTC, the Contractor cannot guarantee the proper fulfilment of their obligations hereunder and, in particular, they are not in default of these obligations.

3. The Client declares that all provisions of the GTC are clear and considered sufficiently definite. The conclusion of the Contract constitutes the expression of the free, serious and genuine will of the Customer and the Contractor; by reading the Contract, they have expressed their unconditional consent to be bound by the provisions hereof.

4. The Contracting Parties have expressly agreed that should any provisions of the Contract or the GTC be found invalid, the validity of the other provisions of the Contract and the GTC will not be affected. The Contracting Parties undertake to replace the invalid provisions within a reasonable time with valid clauses reflecting the commercial and legal meaning of the original provisions as closely as possible.

5. These general terms and conditions of RISS COMPANY s.r.o. shall enter into force on 11/11/2022 and shall be available at all time on the website of the international franchise network EXTRA SERVICES at <https://extra-services.eu>. They shall form an integral part of the contractual documentation.