

TON a.s.
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1. INTRODUCTION

1.1 These Terms and Conditions of the above-referenced company (further referred to as 'the seller') set out, in accordance with Section 1751 Paragraph 1 of the Civil Code of the Czech Republic (Law No. 89/2012 Coll., further referred to as 'the Civil Code'), the mutual rights and responsibilities that arise in relation to or on the basis of a purchase agreement concluded by the seller and a buyer through an order placed by the buyer with the seller, including through the seller's online store located at <http://www.ton.eu> (further also referred to as 'the website').

1.2 The buyer may negotiate purchase terms (as reflected in their specific purchase agreement) that are different from these general Terms and Condi-

tions. Terms incorporated into a purchase agreement take precedence over these Terms and Conditions.

1.3 The seller may regularly update or change these Terms and Conditions. Future changes to the Terms and Conditions in no way affect the rights and responsibilities that were in force when a purchase agreement was reached between the seller and the buyer.

1.4 The Terms and Conditions form an integral part of a purchase agreement. By placing an order, the buyer confirms that they have read the Terms and Conditions, including information relating to warranty and defective performance claims, as well as information on the seller's policy on the use of personal data,

and that the buyer agrees with these terms unconditionally, in the version that was valid and in force at the moment the order was placed.

1.5 These Terms and Conditions comply with the Consumer Protection Act of the Czech Republic (Law No. 634/1992 Coll.), as amended (further referred to as the Consumer Protection Act), and with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council about the protection of natural persons with regard to the processing of personal data and on the free movement of such data (issued on 27 April 2016 and further referred to as General Data Protection Regulation or GDPR).

2. USER ACCOUNT

2.1 After registering on the seller's website, the buyer can access their user account and place orders from the registered user interface. If the online store allows it, the buyer may place orders without user registration directly from the online store interface.

2.2 When registering on the seller's website and when placing an order, the buyer is required to provide true and accurate information. The buyer is also required to update information in the buyer's user account if any changes to this information occur. The seller considers information contained in the buyer's

user account and used during the placement of an order to be true and accurate.

2.3 Access to a user account is secured through a user name and a password. The buyer is required to keep in secret the information necessary for accessing the buyer's user account.

2.4 The buyer is not permitted to allow a third party to access their user account.

2.5 The seller can cancel a user account if the account has not been active for more than five years or if the user does not deliver on the responsibili-

ties arising from a concluded purchase agreement (including delivering on the responsibilities outlined in these Terms and Conditions).

2.6 The buyer understands that their user account may not be accessible at all times, in particular when the seller is carrying out necessary software and hardware maintenance, or such maintenance is being carried out on the software and hardware of a relevant third party.

3. PURCHASE AGREEMENT

3.1 All products shown on the seller's website serve an informational purpose only; the seller is not required to conclude a purchase agreement for the presented goods. Provisions contained in Section 1732 Paragraph 2 of the Civil Code do not apply.

3.2 TON's online store interface contains information about products on offer, including information about the price of such products. Prices shown on the website are inclusive of VAT and all associated charges. Prices are valid for as long as they are displayed on the online store platform. This provision does not preclude the possibility of the seller and the buyer concluding a purchase agreement with specially negotiated terms and conditions.

3.3 The online store interface contains information about packing and shipping costs.

3.4 To place an order, the buyer completes an order form on the online store interface. The order form contains the following key information:

- a) products being ordered (these are placed into the electronic shopping basket on the online store interface),
- b) payment method and the required shipping method, and

c) information relating to the cost of supplying the ordered goods.

Information contained in points a), b), and c) constitutes the 'purchase order'.

3.5 In concluding a purchase agreement, the buyer agrees to communicate with the seller via the website, email or telephone. The costs incurred by the buyer while communicating with the seller in the process of concluding a purchase agreement (internet and telephone costs) are to be covered by the buyer, as telephone and electronic communication with the seller does not incur extra charges.

3.6 The seller sends the buyer a binding order confirmation that specifies the goods that are the subject of the purchase (further referred to as 'the goods') and thereby formally concludes the purchase agreement. Information on the seller's website as it relates to the goods is presented on the basis of information available at the time of posting. The determining information about the goods, including their price, is the information that is published on the website at the moment the buyer submits their order to the seller. The way in which colours/shades of goods present on monitors and screens can vary from actual

colours/shades, as the display of colours depends on individual monitor/screen settings. Unless specified in the description of the pictured goods, accessories (including optional extras) and decorative objects are not included with the ordered goods.

3.7 Based on the specifics of a particular order (e.g. number of goods, total price, anticipated transport costs), the seller has the right to ask the buyer for an additional confirmation of the buyer's order (e.g. in writing or by phone).

3.8 An agreement between the seller and the buyer is considered to have been made when the seller sends an acceptance of the buyer's order to the buyer's electronic mail address.

3.9 Once the seller has accepted an order, invoicing details used for the order can be changed only at the seller's discretion.

3.10 If the buyer requires changes or additions to an existing order, the buyer must inform the seller of these changes/additions by sending an email to the email address provided in the footer of these Terms and Conditions. Changes or additions need to be approved by the seller prior to taking effect and are subject to an administrative fee of 50 Euros.

4. PAYMENT CONDITIONS

4.1 The seller has the right to request a deposit for the ordered goods.

4.2 Goods will be delivered to the buyer only after a full payment has been received for their cost, transport and, if applicable, for additional charges as outlined

in Article 5 of these Terms and Conditions, unless otherwise stipulated in the purchase agreement.

4.3 The buyer may pay for the goods, delivery and additional charges, as applicable, through the following means:

- a) Bank transfer
- b) Debit or credit card
- c) In cash when picking up goods in person.

4.4 The buyer will receive an electronic sales receipt. By purchasing goods on the seller's website, the buyer agrees with this fact.

4.5 The buyer becomes the owner of the goods once full payment has been made. The buyer may take over the goods only after they have paid for them

in full. When accepting the goods, the buyer must provide a copy of the sales receipt.

5. DELIVERY, TRANSPORT AND ASSOCIATED COSTS

5.1 The delivery address is the address provided by the buyer on the order form, unless agreed otherwise with the seller after the placement of the order.

5.2 Goods will be delivered to the buyer within 30 business days unless otherwise specified. Goods will be delivered on workdays between 8:00 and 19:00. The 30-day timeframe commences on the day on which the goods have been paid for in full.

5.3 At the delivery address indicated on the order form, goods are delivered to the front entry as long as conditions allow.

5.4 Carrying goods beyond the front entry, as well as their assembly and arrangement, is not included in the purchase price. Partial delivery is possible unless otherwise specified.

5.5 Carrying goods beyond the front entry as well as other services such as white glove delivery are to be agreed upon in the purchase agreement and are subject to an extra charge.

5.6 The buyer is required to provide access to the delivery site on the agreed upon delivery date and to ensure that someone is available to receive the goods. If the buyer does not fulfil this responsibility and the goods cannot be delivered as a result, any further attempts at delivery will be at the buyer's expense, which will have to be paid to the seller prior to the next delivery attempt.

5.7 The buyer is required to examine the goods carefully upon their receipt from the transport company. If the buyer finds that the goods are damaged and the damage appears to have been caused in transit, or if the total number of packages received does not match the total number listed on the delivery docket, the buyer should do as follows: Specify the damage or the number of packages received/missing on the delivery docket, and follow this by completing the 'Complaints and warranty claims' form, which is available on the seller's website, and sending it to the seller electronically. This should be done as soon as possible, but no later than three (3) business days from the day the goods were received. Together with

the 'Complaints and warranty claims' form, the buyer should also send photographs of the damaged goods, the packaging and the delivery docket. While waiting for a response from the seller, the buyer should not move the goods and they should try to preserve the packaging in which the goods were delivered.

5.8 If the buyer does not collect the goods within the period of 21 days of the planned shipment date as shown on the order confirmation, or if the goods that were intended for delivery are returned due to the buyer's unavailability to receive them, the seller has the right to charge the buyer a warehousing fee equivalent to 0.1% of the purchase price for each day of storage. In such a case, the seller also has the right to withdraw from the purchase agreement.

5.9 The delivery date shall be extended in situations where the seller is unable to deliver on the seller's obligations due to temporary or permanent force majeure – an unusual, unexpected and unavoidable obstacle not caused by the seller. This provision also applies in situations where force majeure affects the work of the seller's suppliers or sub-suppliers. The party that fails to deliver on its commitments shall be freed from responsibility if it can demonstrate that it was prevented – temporarily or permanently – from fulfilling its obligations by an unusual circumstance outside the sphere of its influence, one that could not have been anticipated at the time the purchase agreement was being negotiated, and therefore could not have been avoided in spite of all reasonable efforts expended.

5.10 The buyer assumes the risk of damage to the goods at the moment the buyer takes possession of the goods. Other arrangements can be written into the purchase agreement, in particular with reference to conditions of delivery as per INCOTERMS 2010.

5.11 The parties have agreed that if the buyer does not collect the ordered goods within 21 days from the date agreed in the purchase agreement, or where the buyer has been requested in writing – by email, SMS or fax – to collect the goods, the seller has the right to cancel the purchase agreement and to sell the

goods to a third party. In such a case, the buyer shall have no claim to compensation (e.g. for lost profit).

The cancellation of the purchase agreement must be delivered to the buyer in writing. If a purchase agreement is cancelled as a result of the goods not having been collected, the seller has the right to invoice the buyer a penalty equal to the downpayment that has already been paid on the goods or to 50% of the value of the uncollected goods, whichever amount is greater. If a downpayment has not been paid, then the penalty is equal to 50% of the value of the uncollected goods as stipulated in the purchase agreement.

5.12 If the buyer ends up collecting the goods before the seller exercises the right to cancel the purchase agreement per point 5.11, the seller has the right to charge a penalty equivalent to 0.1% of the value of the goods for each day in excess of the 21 days stipulated, but no less than 100 Euro.

5.13 The seller does not accept responsibility for damages the buyer could incur by concluding a purchase agreement with the seller, except for harm to a person's inalienable rights or harm caused intentionally or through gross negligence. The buyer is fully aware of and accepts this provision.

5.14 If the buyer has not paid in full within 14 days of receiving a confirmation of the order, the order will be automatically cancelled.

5.15 If the goods are delivered to another EU member state, the buyer is required to provide the seller, upon request, two documents that confirm that the goods were delivered to a EU member state, so that the goods can be sold free of VAT. Such documents must be provided within fifteen (15) days from the receipt of the goods, and can take the form of a CMR waybill signed by the buyer, delivery note signed by the buyer, or a shipment invoice if shipment was organised by the buyer. If the buyer does not provide these documents as requested, the seller has the right to charge the buyer for liabilities arising out of VAT being charged on the sale of the goods by the relevant tax authority.

6. CANCELLATION OF A PURCHASE AGREEMENT

6.1 The buyer understands that pursuant to Section 1837 of the Civil Code, it is not possible to cancel a purchase agreement for goods that were modified or customised per the buyer's wishes or for the buyer's benefit. The same applies to goods that were mixed with other goods (from other orders) after their delivery, where the nature of the goods makes it impossible to tell which goods belong to which order.

6.2 If the situation outlined in article 6.1, where a purchase agreement cannot be cancelled, does not apply, the buyer has the right, pursuant to Section 1829 Paragraph 1 of the Civil Code, to cancel a purchase agreement within fourteen (14) days from the receipt of the goods. If the purchase agreement encompasses several types of goods, or several parts, the 14-day period begins on the day when the last part of the order was received. Notice of the cancellation of the purchase agreement must be sent to the seller in writing within the timeframe noted above. To cancel the purchase agreement, the buyer may use the 'Cancellation of order' form that is available on the seller's website.

The cancellation form can be sent to the seller's headquarters or the seller's email address.

6.3 If the purchase agreement is cancelled per terms outlined in 6.2, the entire purchase agreement becomes null and void. The relevant goods must be returned to the seller within fourteen (14) days of the seller's receipt of the buyer's cancellation notice. The buyer must return the goods to the seller at the buyer's own cost, even if the goods cannot be sent through regular postal service (due to their size/nature).

6.4 If the buyer cancels the purchase agreement as outlined in 6.2 and 6.3, the seller will refund the purchase price to the buyer. The refund will be made within fourteen (14) days of the receipt of the buyer's cancellation of the purchase agreement. The refund will be made in the same manner in which the funds were originally received, unless the seller and the buyer agree otherwise. The seller has the right to return the funds paid by the buyer when the buyer returns the goods, or through other means, as long as the buyer agrees to this and does not incur any additional expenses as a result. If the buyer cancels

the purchase agreement, the seller is not required to process the refund until the buyer returns the goods or can prove that the goods have been handed over to the seller.

6.5 The buyer understands that if the goods are returned to the seller in a damaged state, the seller has the right to subtract compensation for such damages from the refund the buyer is due as a result of having cancelled a purchase agreement.

6.6 In addition to refunding the purchase price, the seller will also refund the cost of transporting the goods to the buyer. The transport cost refund will be equivalent to the most economical transport option listed on the seller's website on the date the order was placed or the lowest price offered by transport companies working in the location in question. The cost of returning the goods to the seller as a result of the buyer's cancellation of a purchase agreement is to be covered by the buyer. The buyer does not have the right to ask the seller for reimbursement of the costs associated with returning goods.

6.7 Where a purchase agreement is cancelled as per provisions of Article 6, the buyer further under-

stands that the cost of carrying goods beyond the front entry, as well as the cost of other services such as white glove delivery, is not included in standard delivery costs and therefore will not be refunded to the buyer.

6.8 If the buyer received a gift from the seller as part of the purchase, the buyer's purchase agreement stipulates that if the agreement is cancelled, the buyer forfeits the right to such gift, and must return it together with the returned goods.

6.9 If the goods were purchased in connection with the buyer's business or self-employment/freelance activities, the provisions of Article 6 do not apply (in other words, in such a case the buyer does not have the right to cancel a purchase agreement as per terms outlined in Article 6).

7. RIGHTS OF CLAIM AGAINST DEFECTIVE PERFORMANCE

7.1 The rights and responsibilities of parties in relation to claims against defects are ruled by generally binding regulations, in particular Civil Code Sections 1914-1925, 2099-2117 and 2161-2174, as well as the Consumer Protection Act, as amended.

7.2 The seller guarantees to the buyer that the purchased goods will be without fault at the time of delivery. More specifically, the seller guarantees that the goods, when received by the buyer, will:

- a) be of the character the parties have agreed on, or if they did not specifically agree on aspects of character, then of the character that has been described by the seller or the manufacturer, or that the buyer expected on the basis of the type of good and the seller's/manufacturer's advertised claims for such goods,
- b) be suitable for the purpose that has been promoted by the seller, or the purpose that such goods usually serve,
- c) be of the same quality and workmanship as the agreed-upon sample or design, if quality and workmanship were specified on the basis of an agreed-upon sample or design,
- d) be of the expected amount, size and weight, and
- e) meet the required specifications of relevant government standards/regulations.

7.3 Provisions of Article 7 do not apply to goods in the following circumstances:

- a) the defect was evident at the time the buyer received the good and a commensurate discount in the sale price was applied,
- b) the defect was caused by the buyer through incorrect use, storage, maintenance or intervention, or through mechanical damage,
- c) the defect was caused by an external event that was beyond the seller's control,
- d) at issue is normal wear and tear caused by regular use of the product, not a defect,
- e) the functional and aesthetic characteristics of the product were used up prematurely due to careless use,
- f) at issue are normal characteristics of natural materials rather than defects (e.g. knots, pith rays, shading and veneering with wood products, attraction to dust and small fibres with textile upholstery, leather characteristics, galvanizing and so on). The following characteristics do not constitute a defect: normal variation in colour or structure of natural materials, textiles and lacquered and oiled surfaces; natural characteristics of wood, including the smell of wood; and, with upholstered furniture, small variation in dimensions that are within the acceptable range of deviation.
- g) the defect is not evident even after careful professional examination of the product.

7.4 If a defect becomes apparent within six months of the receipt of a product, it is assumed that the product was defective already at the time of its receipt.

7.5 The seller's responsibilities for addressing issues with a defective product extend for at least as long as the responsibilities of the manufacturer. The buyer has the right to make a claim against a defective consumer good within 24 months of its receipt. If the product comes with information (on packaging,

user manual or related advertisement), in line with government regulations, about how long the product can be used, the provisions of quality warranty shall apply. With quality warranty, the seller guarantees that products will perform their normal function for a certain period of time or retain their normal characteristics for said amount of time. If the buyer has made a rightful claim about a defective product to the seller, the period for making a claim against a defective good and/or the warranty period is put on hold for the time the buyer is unable to use the product.

7.6 Provisions incorporated into Article 7 do not apply to products sold for a lower price as a result of a defect, where a lower price was negotiated as a result of the defect; products showing signs of normal wear and tear arising from regular use; products with defects that are commensurate with the level of use and wear the product had at the time it was received by the buyer; and parts or materials that were supplied by a customer for the making or completion of a product. The buyer does not have the right to make a claim against a defect if the buyer was aware of the defect before taking possession of the product, or if the defect was caused by the buyer.

7.7 The seller is responsible for remedying issues to which the rights of making claims against defective performance apply. If, however, the confirmation issued by the seller to the buyer with details of the seller's responsibilities for defects (as outlined in Section 2166 of the Civil Code) identifies a third party for repairs, and this party is located in the same area as the seller or in an area closer to the buyer, then the repairs will be done by the third party identified in the confirmation. With the exception of a situation where a third party has been identified for repairs (as outlined in the previous sentence), the seller is required to accept a claim in any of its business outlets that are capable of addressing the claim (by virtue of their product and service range), or even at the seller's headquarters. The seller is required to issue the buyer with a written confirmation of when the buyer submitted their claim, what is covered by the claim, and what remedy the buyer is requesting. The seller is also required to provide a written confirmation of the date and the manner in which the claim was resolved, including a confirmation of the repairs that were carried out and their duration. If the claim is rejected, the seller must also provide a written justification for the rejection. This responsibility also extends to third parties that have been charged by the seller to carry out repairs.

7.8 The buyer will inform the seller about which right of claim the buyer has chosen, either when the buyer informs the seller about the defect, or as soon as possible after the buyer has made a claim. The chosen remedy cannot be changed without prior approval from the seller, unless the buyer has requested repairs that prove to be impossible.

7.9 If there is an issue with a product that is not defined in Article 7, the buyer can request an exchange for a new product with no defect, assuming this is not excessive in relation to the claimed defect. If the defect pertains to only a product component, the buyer can request replacement of the relevant component. If this is not possible, the buyer can

cancel the purchase agreement. If this form of remedy is excessive in relation to the actual defect, especially when the defect can be removed without delay, the buyer has the right to have the defect removed at no cost. The right to receive a new product or a new component applies even when the defect could be removed, if the buyer cannot use the product as expected due to repeated occurrences of defects (following repairs) or due to a larger number of defects. In such a case, the buyer also has the right to cancel the purchase agreement. If the buyer does not cancel the purchase agreement, and does not claim their right to receive a new non-defective product or component in exchange, or claim their right to repairs, the buyer may request an appropriate level of discount on the product price. The buyer also has the right to an appropriate discount in situations where the seller is unable to provide new goods or components without a defect, or to repair the defect, or in situations where the seller does not organise a remedy in an appropriate timeframe, or the effort to arrange a remedy has caused the buyer significant difficulties.

7.10 A buyer who has the right to make a claim under Section 1923 of the Civil Code also has the right to claim reimbursement of expenses incurred in making their claim. If the buyer does not make a claim for reimbursement within one month of the end of the warranty period, the courts may not rule in favour of the reimbursement claim if the seller objects that the buyer has not actioned the reimbursement claim in time.

7.11 The seller reserves the right to make minor design changes to the goods on offer.

7.12 The seller is required to make an immediate decision on a claim against defective performance; in more complicated cases no later than in three (3) business days. This period does not include the time required for an expert assessment of the defect. The seller is required to issue the buyer with a written confirmation of when and where the buyer submitted the claim, the nature of the defect being claimed, the remedy the buyer is requesting, and the manner in which the buyer will be informed about the outcome of the claim. Resolution of the claim, including removal of the defect, must be reached without delay and no later than 30 calendar days from when the claim was received, unless a longer period is agreed upon with the buyer. If this period expires without a resolution, it is considered a significant breach of agreement on the part of the seller. A condition for the timeliness of the resolution process is that the buyer will assist the seller with resolving the claim, in particular, that the buyer will allow the seller to examine the goods for which the claim has been made.

7.13 The manner and time required for resolving a claim will be confirmed by the seller to the buyer in writing.

7.14 The buyer must collect the goods for which a claim had been made within 30 calendar days from when the claim should have been resolved. After this period, the seller has the right to charge the buyer with appropriate warehousing fees or to sell the goods and keep the proceeds. The seller has to inform the buyer of these two options (charging

warehousing fees or selling the goods) in advance, and to give the buyer adequate additional time to collect the goods.

7.15 The seller is not required to provide substitute goods to the buyer for the period in which a claim is being resolved.

7.16 The seller provides the buyer with a quality warranty covering the period of two (2) years, and one (1) year in the case of used goods. Claims under this quality warranty are guided by the above-listed provisions of these Terms and Conditions, unless the

specific product warranty or purchase agreement state otherwise.

7.17 For goods featuring the TON trademark, the seller extends the quality warranty to five (5) years from the date of sale, unless the purchase agreement stipulates otherwise. If the goods include cane weaving, however, the warranty on the weaving is only for two years, as this particular material does not come with the extended warranty.

7.18 If a refund is due to the buyer, the seller will process the refund in the same manner in which

funds were originally received, unless the seller and the buyer agree otherwise.

7.19 To make a claim against defective performance, the buyer can use the seller's website, send a letter or an email, or visit any of the seller's offices or showrooms.

7.20 If the buyer has purchased the goods in connection with the buyer's business or self-employment/freelance activities, the period allocated for the resolution of a claim is extended to 60 calendar days.

8. EXPENSES RELATING TO WARRANTY CLAIMS AND DISPUTE RESOLUTION

8.1 If a claim against defective performance is accepted by the seller as valid, the buyer/consumer (i.e. a buyer who has not purchased the goods in connection with their business or self-employment/freelance activities) has the right to claim for reimbursement of expenses that were reasonably incurred in making the claim.

8.2 If a claim against defective performance is not accepted by the seller as valid, the buyer – or both parties if they so agree – can approach a court expert with relevant professional experience and request that an independent expert review of the defect be carried out.

8.3 If the buyer and the seller do not reach an agreement, the buyer can approach existing out-of-court resolution mechanisms of consumer disputes, or the relevant court if necessary. If this situation

should occur, the buyer/consumer may choose to contact the Czech Trade Inspection Authority. More information about out-of-court (alternative) dispute resolution can be found on the Czech Trade Inspection Authority's website at: <https://www.coi.cz/en/alternative-dispute-resolution-for-consumer-disputes-adr/>.

8.4 The seller handles all out-of-court consumer dispute resolution from the email address shown in the footer of this document. The seller will send all relevant information about the handling of an out-of-court dispute to the buyer's email address.

8.5 The seller is not bound to the buyer by any specific code of conduct in the spirit of the provision contained in Section 1826 Paragraph 1 Point e) of the Civil Code.

8.6 The Czech Trade Inspection Authority is responsible for resolving out-of-court consumer disputes. The authority is headquartered at Štěpánská 567/15, 120 00 Prague 2. The authority's ID number is 000 20 869 and web address is at <http://www.coi.cz>.

8.7 The seller is authorised to sell goods on the basis of the company's lawful business registration. Audits of the seller's business activities are carried out by the relevant business registry office. Oversight of personal data protection is carried out by the Office for Personal Data Protection of the Czech Republic. The Czech Trade Authority has limited oversight over compliance with the provisions of the Consumer Protection Act, as amended.

8.8 The buyer accepts the risk of a change in circumstances as outlined in Section 1765 Paragraph 2 of the Civil Code.

9. COMMUNICATION METHODS

9.1 Unless otherwise agreed, all communication relating to the purchase agreement must be delivered in writing, whether electronically, in person, or via registered post or another delivery service (to be chosen by the sender). The buyer is sent all communication to the email address listed in the buyer's user account, if an account has been established.

9.2 A communication is considered to have been delivered under these circumstances:

- a) if sent via electronic mail, a communication is considered as delivered in the moment it is received by the recipient, if the receipt is confirmed electronically by the recipient
- b) if delivered in person or sent through post or another delivery service, a communication is considered as delivered within three (3) business days of its submission/sending, even in cases where the communication is refused by the recipient (or another party authorised to receive mail/deliveries on behalf of the recipient)

c) if sent via SMS, a communication is considered as delivered when a confirmation of its receipt is sent back to the sender's telephone number

9.3 In addition to the provisions outlined in parts 9.1 and 9.2, the seller is expressly entitled to carry out all actions relating to the seller's rights and obligations arising from a purchase agreement through a voice telephone call with the buyer, as long as the buyer has provided explicit consent for each conversation.

10. FINAL PROVISIONS

10.1 All matters relating to purchase agreements are governed by the laws of the Czech Republic.

10.2 These Terms and Conditions come into effect on the day of their publication and determine the rules for all orders placed on the day of their publication and thereafter. The seller reserves the right to amend these Terms and Conditions. Amended Terms and Conditions will be published on the seller's website. When amended Terms and Conditions are published, the preceding version becomes invalid. However, this does not affect purchase agreements that were concluded during the period in which the preceding version was valid (see first sentence of this paragraph).

10.3 The buyer does not have the right to transfer claims against the seller arising from a purchase

agreement to a third party, unless explicitly approved to do so by the seller.

10.4 In line with the Act on Waste Management (Law No. 185/2001 Coll.), as amended, the seller accepts, as part of its online business, free-of-charge take-back of used electronic appliances from the original place of delivery, without the need to purchase a new electronic appliance from the seller (pursuant to Section 37k Paragraph 4 Point a) of the Act on Waste Management).

10.5 If the purchase agreement includes an international element, the parties agree that the agreement will be governed by the laws of the Czech Republic. This provision does not take away protection afforded to the buyer/consumer by legal provisions from which one cannot deviate and which, in absence of the right

to choice of law, would apply to the agreement, in line with Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

10.6 If any provision in these Terms and Conditions turns out to be invalid or ineffectual, or becomes invalid or ineffectual, it will be replaced by a provision that resembles the invalid provision as closely as possible. A provision that has become invalid or ineffectual does not invalidate the remaining provisions of these Terms and Conditions.

10.7 The purchase agreement and these Terms and Conditions are archived by the seller in electronic format and are not accessible to anyone but the seller and the buyer.

11. HOW WE USE YOUR PERSONAL DATA

11.1 By concluding a purchase agreement with the seller, the buyer/data subject gives TON a.s. (further referred to as the 'company'), as the data controller, the permission to collect and process the buyer's

personal data under the conditions outlined in this article. The company is committed to protecting the buyer's personal information in line with applicable legislation, which since 25 May 2018 has been Regu-

lation (EU) 2016/679 of the European Parliament and of the Council about the protection of natural persons with regard to the processing of personal data and on the free movement of such data (further

referred to as 'General Data Protection Regulation – GDPR), as well as the Personal Data Protection Act of the Czech Republic (Act No 101/2000 Coll.), as amended. The company operates an online store at <http://www.ton.eu> (further referred to as the 'website'), through which it sells its products. The principles outlined herein relate to all personal information collected and processed by the company on the basis of contract performance obligations, legal obligations, legitimate interests, and permission received, in this case through the company's website. The principles outline the methods adopted by the company for processing as well as protecting customers' personal information. Pursuant to Article 4, Paragraph 7 of GDPR, the controller of personal data is the company listed in the header of this document. Personal data will be processed electronically through an automated process or in printed form through a non-automated process.

11.2 The buyer confirms that the personal information the buyer has provided is accurate, and that the buyer understands that the provision of personal information is considered voluntary. Personal details that will be processed include: first name and surname, home address, email address and telephone number. As part of the process for resolving defective performance claims, the company requires the following information from the buyer: first name and surname, home address, telephone number, email address and signature. All personal information collected in the second case will be used exclusively for resolving defective performance claims. The purposes for using personal data include: sale of goods on the company's online store or in showrooms, registration in the company's online store, negotiations prior to reaching a purchase agreement, management of the buyer's user account, responses to questions raised in the company's online store questionnaire, provision of targeted ads and sponsored content, and sending of marketing materials to the buyer on the basis of the seller's legitimate interests.

11.3 The buyer's personal data is processed in line with Article 6, Paragraph 1, point b) of GDPR (processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract). Without the buyer's personal data, the company would not be able to engage in pre-agreement negotiations, conclude an agreement, or deliver on its contractual obligations.

11.4 The processing of personal information is managed by the controller, or delegated by the controller to the following processors: suppliers, advisors, transport companies, and other service providers involved in the sale and delivery of products, resolving complaints/warranty claims, and processing payments; companies that are allied with the controller – in other words, companies that are owned or managed by the controller; entities involved in claiming rights (when requested to do so by representatives of the state or when protecting customers); and providers of data processing software, services and applications that the controller does not currently use.

11.5 With express prior consent received from the data subject, a data processor may record telephone calls and process telephone call recordings from the customer service line for the purpose of negotiating a purchase agreement, addressing suggestions for changes to agreements already reached, collecting additional information to secure contract performance, improving quality, resolving complaints/warranty claims, and so on. The permission to record and process a telephone call is given by a data subject when they choose to continue a call after having been informed by an operator that the call is going to be recorded. If the subject does not wish to be recorded, they can hang up and use another communication channel.

11.6 Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, General Data Protection

Regulation (GDPR), the controller wishes to inform the data subject that:

- 1) the personal information provided by the data subject will be processed on the basis of voluntarily-given permission, subject to the conditions outlined above,
- 2) a reason for providing the data subject's information is, in addition to the information outlined above, the data subject's interest in receiving the controller's product and service offerings, which would not be possible without this information,
- 3) when processing the data subject's personal information, the controller and processors will not resort to any automated decision-making or profiling,
- 4) the controller has not appointed any third party for the purpose of overseeing personal data protection, nor identified any representative who would be responsible for the controller's obligations under GDPR,
- 5) the controller has no intention to share the data subject's personal details with a third country, an international organisation, or other third parties not identified above,
- 6) the data subject has the right to know whether their personal data is being processed by the controller; the right to have their personal data corrected/updated; the right to request an explanation; the right to limit the extent to which their data is processed by the controller; the right to have their personal data deleted; the right to raise an objection against having their personal data processed; the right to have their data transferred; the right to withdraw their permission for the processing of their personal data at any time; and the right to lodge a complaint with the Czech Office for Personal Data Protection, located at Pplk. Sochora 27, 170 00 Prague 7, Czech Republic.

Thank you for purchasing a TON product. The mission of TON is to make products that meet the highest demands for design, quality and functionality. This is also documented by numerous awards our products won on domestic as well as foreign markets. Our product development and manufacture are based on principles of the original manufacturing technology of manual bending, tested by years of tradition and enhanced with the newest knowledge

in the areas of design and other manufacturing technologies. Every product undergoes a specific stress test in compliance with European standard EN 16139 Furniture – Strength, Durability and Safety. Most of our products are made of natural materials such as wood, cane weave, leather, wool, cotton etc. The natural origin of our products is manifested by colour alterations, growth defects of wood or leather, changes in wood texture or micro cracks, folds or

waves in leather and fabrics. These are no defects, rather the contrary. Every TON product is an original unique piece of furniture made by human hands. You can be sure that no one else will have the same TON chair as you. Regular professional care extends the life of any product, thus increasing your satisfaction with its use. Let us inform you how to best use TON products and how to take care of them.

Ambient environment

Just like people are harmed by extreme environmental effects, so is furniture made of natural materials. Non-standard relative humidity (lower than 40 % or, on the other hand, higher than 60 %) can negatively affect the product, causing shape deformation, damage to the upholstery or cane. If the product is

exposed to direct sunshine or another heat source (fireplace, stove, heating radiator etc.), its colour may change, its wooden, cane or leather parts may crack etc. This is a common phenomenon that occurs commonly in the natural environment you live in. Surroundings include also claws of your pets, metal

parts of clothes and hard seams, kitchen knives and other sharp objects which, when used without proper attention, may cause scratches and other damage to the surface of wood or leather, tears in a fabric or cane weave etc.

Wooden parts

Every piece of wood has its unique character and texture, which means that there are no two absolutely identical products and that identical appearance of two table top and additional panels cannot be guaranteed. Also knots and pith rays are common features of naturally growing material. Our products may contain small healthy knots which document the natural origin of the material.

The very structure of wood and its processing is a cause of different reactions of the individual parts to dyes and finishing materials. Steaming causes the characteristic pinkish colour of beech wood, which may mainly be seen in the light-stained shades. Steaming also changes wood properties of veneer, therefore veneers and solid wood react differently to dyeing, staining and finishing materials. UV radiation may cause colour differences between solid wood and veneered parts of the same product. Also dye oxidation caused by UV radiation will be different on a table top and a less frequently used or hidden insert panel. These changes cannot be subject to claim. Wood as a natural material constantly breathes and reacts to the ambient environment. As a result, micro cracks may appear in the lacquer or the wood texture may slightly surface in the course of life of the wooden product. Liquids act negatively on the surface, soaking through may cause stains or glass bottom prints. Therefore, all spilled liquids should be wiped dry immediately. Lacquered or oiled surface can also change colour or get damaged by placing a hot pot on the table top. This unwanted effect may be prevented by careful handling and use of insulating mats under hot pots or bowls. Another natural reaction to the environment is shape deviation in products with manually bent wooden

parts. For this reason, a dimension tolerance of ± 2 cm is defined for the leg spacing of every bent furniture product. The bent parts may also be stressed by transport, which may result in slight wobble of the product. This is not a product defect, as this condition is remedied by sitting on it. Tolerance of ± 3 mm is defined for solid wood table top to account for environmental effects. This tolerance also applies to the connection of the table top to the additional folding panel. Spontaneous sag of separate table top is prevented by a reinforcement on the bottom side supplied from the dimensions over 50 cm.

Treatment of lacquered tops

Lacquered surface finish does not usually require special maintenance. Dust wooden parts of the product with a soft, clean and dry duster of lint-free material (cotton, linen, buckskin). When dusting the furniture, do not press hard on the duster to avoid irreversible polishing of the surface. Wipe off spilled liquids immediately. Do not let large stains dry on the surface but remove them immediately with a moistened cotton cloth and then wipe the treated area dry. Cleaning and treatment with special furniture detergents is not necessary. However, if you do use them, you should follow instructions for use by their manufacturers and test them first on a less visible area.

! Never use concentrates or abrasive detergents (abrasive and polishing paste, powders) as they might scratch and damage the lacquered surface. Never use furniture polish or other products containing oils or waxes on a matt surface as they would produce uneven glossy stains on the surface.

Oiled surface treatment

Oiled surface finish requires regular care and preventive careful use. Dust wooden parts of the product with a soft, clean and dry duster of lint-free material (cotton, linen). Dry spilled liquids from the surface immediately with a textile or paper towel; do not smear the liquid on the surface unnecessarily. Then wipe the surface with a well wrung out cloth in the direction of the wood fibre and dry immediately. Do not let large stains dry on the surface but remove immediately and wipe the area using the same procedure. It is recommended to check oiled furniture regularly and treat it with a new oil layer when necessary. Wood may absorb oil unevenly during manufacturing and therefore the surface may be rougher to the touch or porous in places. The oil itself also naturally dries out. Rough and abraded spots, glossy edges, stains, minor scratches, dirt from shoes etc. can be repaired by a new oil layer. If you use a furniture treatment set recommended by the furniture manufacturer, follow the instructions for use carefully. If you use any other commercially available product for oiled surface treatment, follow its manufacturer's instructions and test the product first on a less visible area. How to proceed with oiling can also be found in the video tutorials on our website.

! Never use concentrates or abrasive detergents (abrasive and polishing paste, powders) as they might scratch and damage the oiled surface.

Upholstered parts

The texture of the fabrics used for furniture upholstery is different from the texture of the fabrics used for clothes and cannot be washed in most cases. Sunshine, radiant heat sources, or cold dry air generated by air conditioners cause drying of the fibre, which deprives the fibres from their flexibility, firmness and colour stability. Dust and sand particles are abrasive materials damaging the fibre. Sweat, skin grease or substances contained in cosmetic products can stain the fabric surface or react with the pigments used for the fabric dyeing. These effects, unlike staining with liquids, can act unnoticed but may contribute to accelerated ageing of the material. During upholstery or subsequent use, moderate

waving or folding of the upholstery material may occur. In the course of the product use, mutual rubbing of materials against each other may cause piling on the most stressed parts of the upholstered surface. These changes are given by the properties of the upholstery material or by the used upholstery technology and cannot be subject to claim. Light shades of fabrics, artificial or natural leathers, can be stained when in contact with other materials (non-colourfast textiles, denim, newspapers, magazines etc.). This staining, caused by chemical reactions of colour pigments, is not a sign of low quality of the upholstery materials and cannot be subject to claim. Natural leather is a very popular upholstery material

as it is soft and warm to the touch, has a pleasant characteristic smell and is wear resistant. Its quality depends on the animal's lifestyle as well as on the method of the leather processing. Minor defects originating during the animal's life, such as wrinkles, blood veins, scars, scratches etc. are regarded as permissible and are even required as an evidence of the 'genuine and unique' quality of the leather. Unacceptable defects include deep scratches, burnt marks, thin leather and processing related defects. In case of products with removable seat or backrest parts with exchangeable upholstery, the PUR foam should be protected against liquid soaking by a cover made of a waterproof material Sanapur. This material

is washable, provided with antibacterial treatment and easy to maintain. International cleaning symbols inform about proper care of the material.

Fabric and artificial leather treatment

Remove dust regularly with a vacuum cleaner with fine suction force and then comb the surface with a soft brush in the pile direction. Wipe the fabrics from time to time with a moistened white cotton cloth or buckskin to prevent excessive drying of the fibre by dry air in the room. Dry spilled liquids from the surface immediately with a white cotton or paper towel; do not smear the liquid on the surface unnecessarily. Do not let coarse impurities dry on the surface but remove them immediately with a dull object (such as a spoon). Finer impurities can be cleaned with lukewarm water (up to 30 °C) with a non-aggressive washing detergent. Do not scrub stains but wipe them off carefully with a moistened sponge. Wipe the stains from the edge towards the centre (or in the pile direction) to avoid making them larger. Do not press the solution to the fabric so as not to wet it excessively. Dry excessive moisture with a dry cloth again. Let the surface dry in room temperature, do not dry it in the sun, near heat sources, by hair dryers etc. Comb the dry fabric with a soft brush in the pile direction. In case of a stubborn

stain, use dry foam, an upholstery cleaner or a chemical cleaner, as directed by the symbol shown on the fabric.

Always test cleaning products on a hidden or not very visible part of the upholstery. Foam shampooing should carefully follow the instructions of the detergent manufacturer. If you do not want to risk in-house cleaning or do not know how to do it, ask a specialised company.

Pilling may be removed by brushing with a fine brush. Synthetic fibre is firmer and therefore pilling may be removed by careful cutting off with scissors or by means of special blades. Never tear the pilling off the fabric by force. There is no guarantee that the pilling will not reappear after their removal.

Artificial leather is usually undemanding in maintenance. Remove dust regularly with a fine suction force of your vacuum cleaner or with a wet cotton cloth. Dry spilled liquids immediately by a dry cotton or paper towel. Do not let other stains dry on the surface but remove them from the surface immediately with lukewarm water. Wipe the surface carefully with a moistened cotton cloth and dry with a dry towel.

Natural leather treatment

Remove dust regularly with a fine suction force of your vacuum cleaner or with a wet cotton cloth. Dry spilled

liquids immediately with a dry cotton or paper towel. Do not let other stains dry on the surface but remove them from the surface immediately with lukewarm water. Wipe the surface carefully with a moistened cotton cloth and dry with a dry towel. Once the leather absorbs the liquid, the staining may be irreversible! We recommend that you thoroughly clean and condition your leather furniture with special leather care materials 2-4 times per year depending on the level of use. Always use purpose-made leather care materials. When using any of these cleaners, follow the manufacturer's instructions and test the product first on a less visible area.

! Never use chemical solvents or removers (acetone, benzene, trichloroethylene) or abrasive cleaning paste for fabrics, artificial and natural leathers. Never use polishes or oil- or wax-based products for artificial leather cleaning as they might produce uneven glossy stains on the surface. When cleaning, prevent contact of the detergent with the wooden parts of the product. Do not use hot water or steam cleaners to avoid damage to the upholstery material and do not expose the wooden parts to excessive moisture and heat.

Other parts

The cane in our products is purely natural. Today, ready-made cane sheets are used instead of hand-weaving. The sheets are made from the inner part of the stem of rattan liana from the forests of Southeast Asia. Before being processed, the cane sheet is moistened to become flexible and then pressed into the groove in the seat or backrest by twisted rattan strings. Drying out then results in the required tensioning of the cane. Rattan fibre as a natural material naturally frays. During processing, the cane surface is smoothed with an electric razor. Cane may crack in a dry and warm environment or by excessive pressure in one place, therefore never kneel or stand on the cane parts of the furniture. To increase the strength and durability of natural cane weave, we recommend application of additional plastic weave (netting). Swivel chairs (types 503, 505, 523) swivel thanks to a simple cast iron mechanism. Swivel is always accompanied by height change, as the swivel mechanism is not connected with mechanical control in these products. Maximum unscrewing and complete disconnection of the parts is prevented by a safety lock (metal stop). Please note that products supplied before the end of 2014 are not yet equipped with the safety lock and therefore complete unscrewing (i.e. screwing over 68 cm), disconnection and fall may still

occur. Please note that swivel chairs (type 503, 523) are designed for home use only; they do not comply with certification for office furniture.

Surfaces made of high-pressure laminate are extremely resistant to scratch, cigarette ash, temperatures up to 180 °C, standard liquids and alcohol. However, careful handling is always recommended. It is not recommended to expose joints and edges to long-term water effect which might damage the edge glue, lipping or chipboard.

Glass tops of our products are made of hardened safety glass highly resistant to impact and extreme temperature changes. Table top thickness and light transmittance may differ depending on the model. Even though the glass is hardened for increased safety, never sit or stand on the glass tops.

Treatment of other parts

Remove dust from the cane parts regularly with a vacuum cleaner with fine suction force or comb the surface carefully with a soft brush. Wipe the cane from time to time with a slightly moistened white cotton cloth or buckskin to prevent excessive drying of the fibre by dry air in the room and let dry naturally. This treatment can be applied even if plastic netting is used under the natural cane weave.

Other parts of the product may be cleaned with standard cleaning detergents designed for the particular material (plastic, metal, glass etc.). When using any of these cleaners, follow the manufacturer's instructions and test the product first on a less visible area. Severe staining may be removed with lukewarm water. Don't forget to wipe the surface dry with a soft cotton cloth. The cast iron swivel mechanism of chair types 503, 505, 523 does not need special lubrication. However, a one-time application of a very thin layer of silicone oil will do no harm.

To prevent furniture or floor material damage, it is recommended to check the wear of glides every 6 months (particularly the felt and Teflon glides). Both the wood and the glass components of the Hoop bowl are handmade and require special care. The handcrafted glass bowl is fragile and therefore not recommended for washing in a dishwasher. The same guidance applies to the drinking glass in the Ripple set.

! Never use chemical solvents or removers (acetone, benzene, trichloroethylene) or abrasive cleaning paste for any other material of your product. As for laminated surface, never use polishes or oil- or wax-based products, as they might produce uneven glossy stains on the surface.

Product assembly and joint check

Follow the Assembly Instructions when assembling the purchased product. Assemble tables on a suitable soft surface. This will prevent mechanical damage to the table top. After completing the assembly, take the table out from the carton wrap and put it on legs. The table should be handled by the number of persons recommended in the Assembly Instructions. Other-

wise you might cause damage to the legs, the table top or the folding mechanism.

Regularly check and tighten all screws and bolts used for connections of the individual parts. This will increase the life and overall strength of the product. Increased clearance of the joints may result in excessive stress on parts and subsequent damage to the product.

! Do not overload the extended table at the point of connection of the table top. Do not sit, stand on the tables, etc. The wheels are not used for transporting the table (either in a folded or extended state).

Important information

After the end of the furniture service life treat it as waste, that is hand it over to an authorised waste disposal company for environmental disposal. Please follow all the instructions and recommendations contained herein. Regular professional care will extend the life of your product. In addition, professional care may be required for application of warranty claims.

In case of your failure to follow the above-mentioned instructions and recommendations, the manufacturer takes no responsibility for potential damage caused by inappropriate use or handling of the product, such as, for example, standing or kneeling on seating furniture. Our products are intended exclusively for interior use, unless otherwise specified (as in the case of the Sled).

TON strives to continuously improve all its products. Therefore please note that changes of the used materials, structure or surface finish may occur at any time. This may also be connected with changes of instructions or recommendations for use of the products. Thank you for your understanding. We wish you pleasant moments with our products.