

terms and conditions & policy on defective performance



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registered in the company registry of Brno Regional
Court under file number B 1239
online store address: www.ton.eu
bank: KB b.ú. CZK
account number: 402691/0100
IBAN: CZ77 0100 0000 0000 0040 2691
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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 on the basis of a purchase agreement concluded by the seller and a buyer through an order placed by the buyer on the seller's online store at www.ton.eu (further referred to as 'website').

1.2 The buyer may negotiate purchase terms (as reflected in their specific purchase agreement) that are different from these general Terms and Conditions. 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 a 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 personal data policy, and that the buyer agrees with these terms unconditionally, in the version that was valid and enforceable 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 responsibilities 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 as well as the cost of returning the products if returns via the postal service are not possible (given the nature of a particular good). 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 'goods') and thereby formally concludes the purchase agreement. Information on the seller's website relating 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 purchased 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, the buyer cannot change the invoicing details that were provided on the order form.

3.10 If the buyer requires changes or additions to an existing order, the buyer must inform the seller by sending an email to the email address provided in the order confirmation/email address of the employee handling the order. Changes or additions need to be approved by the seller prior to taking effect.

4. PAYMENT CONDITIONS

- 4.1 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.
- 4.2 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
- 4.3 Pursuant to the Act on Registration of Sales

(No. 112/2016 Coll.), as amended, the seller is required to provide the buyer with a sales receipt.

- 4.4 The buyer becomes the owner of the goods once full payment has been made. The buyer may take over the goods only after the buyer has 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 otherwise agreed with the seller after the placement of the order.
- 5.2 The cost of delivery of the goods to the delivery address provided by the buyer is incorporated into the purchase agreement.
- 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, and 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, is to be agreed upon in the purchase agreement and is subject to extra charge.
- If the transport company does not provide the delivery service that has been paid for, the buyer must report this fact on the delivery docket.
- 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. Alternatively, the buyer may collect the goods, at the buyer's expense, at one of the showrooms listed in point 5.7.
- 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 should try to preserve the packaging in which the goods were delivered.

Buyers can collect their goods at no cost at one of the following showrooms (the current list of showrooms is available on the website): Showroom BRNO-KOMÍN (Běly Pažoutové 1, Brno, 62400), Showroom BRNO – Modřice (Svratecká 989, Modřice, 664 42), Showroom BYSTRICE P.H. (Přerovská 1241, Bystřice pod Hostýnem, 768 61), Showroom OSTRAVA (Náměstí Biskupa Bruna 1, Ostrava, 702 00), Showroom PARDUBICE (17.listopadu 221, Pardubice, 530 02), Showroom PLZEŇ (Truhlářská 2755, Plzeň, 301 00), Showroom PRAHA 2 (Karlovo náměstí 3, Praha 2, 120 00), Showroom PRAHA – Černý Most (Chlumecká 1539/7, Praha 9, 198 00), Showroom PRAHA – Holešovice (Komunardů 28, Praha 7, 170 00).

- 5.8 When collecting the goods, the buyer is required to bring identity documents.

- 5.9 If the buyer chooses the option of collecting the purchased goods in person, they shall do so within 21 days of the planned shipment date, as shown on the order confirmation.

- 5.10 If the buyer does not collect the goods within the period outlined in 5.9, 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 excess storage. In such a case, the seller has the right to withdraw from the purchase agreement.

- 5.11 If the goods are being purchased in connection with the buyer's business or self-employment/freelance activities, the following provisions of Article 5 apply as well.

- 5.12 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 situa-

tions 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 could therefore not have been avoided in spite of all reasonable efforts expended.

- 5.13 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.

- 5.14 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 goods not having been collected, the seller has the right to invoice the buyer a penalty equivalent to the downpayment that has already been paid on the goods.
- 5.15 If the buyer ends up collecting the goods before the seller exercises the right to cancel the purchase agreement per point 5.14, the seller has the right to charge a penalty equivalent to 1% of the value of the goods for each day in excess of the 21 days stipulated, but no less than 100 Euro.

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

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

6. CANCELLATION OF THE 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 does not apply, nor any other situation in which a purchase agreement cannot be cancelled, 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. Cancellation of the purchase agreement must be sent in writing to the seller within the timeframe noted above. To cancel the purchase agreement, the buyer may use the 'Cancellation of order' form, which is included as an annex to these Terms and Conditions. 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 according to the terms outlined in 6.2, the entire purchase agree-

ment 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. 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 is not required to process the refund until the goods have been returned.

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 the purchase agreement.

6.6 In addition to refunding the purchase price, the seller will also refund the buyer 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. The cost of returning the goods as a result of the buyer's cancellation of the purchase agreement is to be covered by the buyer. The buyer does not have the right to ask the seller for reimbursement of these costs.

6.7 Where a purchase agreement is cancelled as per provisions of Article 6, the buyer further understands 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 according to the 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 Sections 1914–1925, 2099–2117, and 2161–2174 of the Civil Code, 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; to products showing signs of normal wear and tear arising from regular use; to 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; or if it pertains to this type of good, to parts or materials supplied by the customer for the making or completion of the 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 his/her 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 has also 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 court 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 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 Beyond the warranty requirements stipulated by law, the seller provides the buyer with a quality warranty for 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 TON's 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: 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 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 Czech law.

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 Czech law. 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.

10.8 The appendix to these Terms and Conditions comprises a pro forma for cancelling the purchase agreement (with the title 'Cancellation of order').

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 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 (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 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 an operator has informed them 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 original product. Our mission is to make furniture and accessories that meet the highest level of demand for design, quality and functionality. Our efforts have been recognised by the many awards that our products have garnered on the domestic as well as international arena. Our product development and manufacturing methods are based on our original technique of manual wood bending, which has been tested through a century-long tradition of furniture

making and enhanced with the latest in technological advancements and design. Every product is also tested in compliance with the European standard EN 16139 Furniture – Strength, Durability and Safety. Most of our products are made from natural materials such as wood, cane weaving, leather, wool and cotton. The natural character of our products manifests in their colour variations, in growth imperfections and micro cracks on wood components, and in folding and creasing on leather

and natural fabrics. These are not defects – quite the contrary. Each TON product is a unique piece of furniture made by human hands – you can be confident that no one else will sit on the same TON chair as you. Regular and professional care will extend the life of all our products, increasing your satisfaction and length of use. Please allow us to share with you information on how best to use and care for our products.

1. AMBIENT SURROUNDINGS

1.1 Extreme environments affect not only humans, but also furniture made from natural materials. Atypical relative humidity (less than 40% or more than 60%) can have a negative effect on a product, causing distortion in shape and damage to upholstery or cane weaving. If

a product is exposed to direct sunlight or another heat source (fireplace, stove, heating unit, etc.), the colour of the product may gradually change, and cracks may appear in wood, cane and leather. This is the result of natural responses to a changing environment. Our ambi-

ent surroundings also include pet claws, metal parts and hard seams on clothing, and kitchen knives and other sharp objects. When used carelessly, these can result in scratches and damage to wood and leather surfaces, or to tears in fabric and cane weaving.

2. WOODEN PARTS

2.1 Each piece of wood has a unique character and texture, making it impossible to create two absolutely identical products, or to ensure that table extensions will look exactly the same as the main part of a table. Other characteristic features of natural tree growth include knots and pith rays; on our products you may encounter small healthy knots that testify to a product's natural origin. The very structure of wood, coupled with the wood-working process, means that different components will react differently to stains and other finishing products. Steaming causes beech wood to take on the pinkish hue that is especially evident on lighter stained wood. The steaming process used in plywood production changes the characteristics of wood, which is why plywood reacts differently to staining and other finishing products than solid wood. The effects of UV radiation can also result in colour variations between plywood and solid wood product components. Similarly, colour oxidation caused by UV radiation will feature differently on a tabletop than on the less frequently used/more hidden extension leaves. These differences do not constitute a basis for a warranty claim.

As a natural material, wood is constantly breathing and reacting to the ambient environment. In time, hairline fractures may develop in lacquer, or the surface may lose its smooth finish as pores gradually open up. Spilled liquids can cause damage to wood surface and lead to staining/splotches if absorbed by the wood. This includes round water stains left behind by glasses and cups. We recommend that you wipe off spilled liquids immediately. Lacquered and oiled surfaces can also be damaged when hot dishes are placed on the surface. This can be avoided with careful use of trivets whenever hot dishes or pots are placed on a table.

Products containing handbent components may have slight variations in form that are caused by the ambient environment. As a result, bentwood furniture has a variation tolerance of ± 2 cm for the span between individual legs. In addition, transport exerts tension on bentwood products, and this can lead to mild rocking. This is not considered a defect, as it will correct after a short period of use. The ambient environment also influences tabletop dimensions, which have a variation tolerance of ± 3 mm. This variation also pertains to the connection between a tabletop and extension leaves. Tabletop buckling is corrected with the use of a support that is routed onto the underside. The support is supplied for all tabletops larger than 50 cm.

2.2 Maintenance of a lacquer finish

Lacquer finish is easy to maintain. Dust should be removed with a soft, clean, dry dusting cloth made from a material that does not release fibres (cotton, linen, chamois). Dust with a light touch so you do not permanently remove the lacquer finish. Wipe dry spilled liquids immediately. If there is heavier soiling on the surface, do not allow it to dry – remove the stain/dirt immediately with a damp cotton cloth and then dry it completely. The use of purpose-made furniture cleaning and furniture maintenance products is not necessary. If you use such products, it is essential that you follow manufacturer's instructions and test the product first on an inconspicuous spot.

Never use harsh/abrasive cleaning agents (polishing pastes and powders), as they could scratch and damage the lacquered surface. Never use furniture polish or another substance containing oils and waxes on a matte finish lacquer surface, as this would result in uneven glossy stains.

2.3 Maintenance of oil finish

Oil finish requires regular maintenance and careful use. Dust should be removed with a soft, clean, dry dusting cloth made from a material that does not release fibres (cotton, linen, chamois). Remove spilled liquids immediately with a cloth or a paper towel, using blotting action to prevent spreading the liquid over the surface. Afterwards wipe the surface with a cloth that has been squeezed dry, moving in the direction of the wood fibres. Dry the surface completely. If there is heavier soiling on the surface, do not allow it to dry – remove it immediately and dry the surface completely using the same method as above. We recommend that you check the surface of oiled furniture regularly and apply new oil if necessary. Wood can absorb oil unevenly during the manufacturing process, so there may be surface areas that are rougher or more porous to touch. A natural feature of oil is that it dries out over time. A new layer of oil can fix rough and scuffed areas, shiny edges, stains, small scratches, stains from shoes, and so on. We recommend that you use a wood care/maintenance product sold through our online store. If you use another commercial product for treating oiled wood (not one found on our website), test the product first on an inconspicuous spot. When using a wood care product, always follow the manufacturer's instructions precisely. Finally, our website has an instructional video on how to correctly oil a wood surface. Never use harsh/abrasive cleaning materials (polishing pastes and powders), as this would result in scratches and damage to the oiled surface.

3. UPHOLSTERED COMPONENTS

3.1 Upholstery fabrics have a different structure than fabrics used for clothing, and therefore many of them cannot be laundered. UV radiation, radiant heat, and cold, dry air from air-conditioners dehydrate fabric fibres, resulting in the loss of flexibility, strength and colourfastness. Dust and sand particles are abrasive to fabrics and damage their fibres. Sweat, skin oil and cosmetic products can stain the surface of upholstery fabrics or react with colour pigments. While we tend to be less aware of the effects of these substances than those of a spilled liquid, they can contribute to gradual fabric deterioration.

Upholstery fabrics can fold and crease slightly during the upholstering process or while a product is being used. Similarly, during use, friction/chafing between materials can result in the formation of pills/bobbles in the most frequently used areas. These changes are inherent to specific upholstery materials, or the upholstering process, and do not constitute a reason for a warranty claim.

Light-coloured fabrics and synthetic and natural leathers can become discoloured when they come in contact with other materials (non colour-fast fabrics, denim, newsprint, magazine print, etc.). Discolouration as a result of

a chemical reaction with coloured pigments does not lower the quality of upholstery materials, and does not constitute a reason for a warranty claim.

Thanks to its supple feel, warmth, characteristic smell and durability, natural leather is highly sought-after as an upholstery material. Its quality is dependent both on the kind of life an animal had and on the processing of the hide. Small blemishes created during the animal's life, including wrinkles, venules and small scars and scratches, are considered allowable 'blemishes' – indeed, they are desired in natural leather as proof of leather's authenticity and uniqueness. Deep scratches, burn marks, patches

of thin leather, and damage caused through processing are considered to be defects and are not allowable.

3.2 Some products have removable seat and backrest components with washable covers over a PUR-foam

base. We recommend that customers cover the foam seats and backrests with waterproof Sanapur protectors to avoid water damage. Sanapur is a washable material with an antibacterial finish.

3.3 Each upholstery material comes with international cleaning symbols that specify the appropriate cleaning method.

4. CARING FOR FABRICS AND SYNTHETIC AND NATURAL LEATHER

4.1 Fabric and synthetic leather maintenance

Dust your upholstery regularly with a vacuum cleaner set on a low setting, and then comb the fabric with a soft brush, moving in the direction of the nap. From time to time wipe the fabric with a damp white cotton cloth or chamois, so that the fabric fibres will not dehydrate from ambient dry air.

Remove spilled liquids immediately with the help of a white cotton cloth or a paper towel, using a blotting action to prevent spreading the liquid over the surface. Do not let solid parts of stains dry on the surface – remove them right away with the help of a blunt instrument (like a spoon). Follow by washing the remaining stain with lukewarm water (up to 30 °C) and a gentle washing agent. Don't rub a stain; instead, dab at it gently with a damp sponge. Move from the outer edge of the stain towards the centre (in the direction of the nap) to prevent the stain from spreading. Take care not to press the washing liquid into the fabric, and avoid getting the fabric too wet. Blot away excess moisture with a dry cloth. Let the material dry at normal room temperature; do not dry it in the sun, near a heat source, or with a hairdryer. Once dry, the fabric can be combed with a soft brush in the direction of the nap.

For a more stubborn stain, use dry-cleaning foam, upholstery cleaner, or an appropriate chemical cleaning agent (per symbols indicated on the fabric). When shampooing with foam, follow the manufacturer's instructions precisely. If you are not confident or are unsure about the process, we recommend that you use a professional cleaning service.

If pills/bobbles begin to show in areas experiencing a lot of abrasion, these can be removed with a soft fabric comb. Synthetic fibres are stronger than natural fibres, so pills/bobbles on synthetic fibres can be removed with careful cutting or with the help of special shavers. Do not pull pills out. Removal of pills does not guarantee that they will not reoccur.

Synthetic leathers are generally easy to maintain. Remove dust regularly with the help of a vacuum cleaner set on a low setting or with a damp cotton cloth. Remove spilled liquids immediately with a dry cotton cloth or a paper towel, using a blotting action. Do not let stains dry on the surface – remove them gently with a cotton cloth dampened in lukewarm water, and then dry fully.

4.2 Natural leather maintenance

Remove dust regularly with a vacuum cleaner set on a low setting or with a damp cotton cloth. Remove spilled

liquids immediately with a dry cotton cloth or a paper towel, using a blotting action. Do not let stains dry on the surface – remove them gently with a cotton cloth dampened in lukewarm water and then dry completely. Once leather absorbs a stain, it may not be possible to remove it!

We recommend a complete cleaning and leather-care treatment with specially made products 2–4 times per year, depending on the intensity of use. When using leather care products, follow manufacturer's instructions and test the product on an inconspicuous spot.

4.3 Never use chemical solvents and thinners (such as acetone, benzene and trichloroethylene) or abrasive cleaning pastes on fabrics and synthetic and natural leather. Do not use polish or oil/wax-based products on synthetic leather, as this would result in irregular glossy patches on the surface. When cleaning upholstery, make sure that the cleaning agent does not come in contact with the furniture's wooden parts. Do not use hot water or a steam cleaner, as these could damage upholstery as well as wooden parts.

5. OTHER COMPONENTS

5.1 The weaving on our products is made from rattan cane, a purely natural material. Instead of weaving cane by hand, today we use ready-made cane sheets made from the inner part of the stem of the rattan palm, which grows in the forests of South East Asia. Cane sheets are moistened prior to use, which makes them very flexible, and then attached with reed spline into grooves in the seat and the backrest. Repeated drying tightens the cane sheet to the desired level of tension. Although cane fibres naturally fray, we clean the fraying with an electrical tool during the manufacturing process. Cane sheets may crack if the product is stored in a dry and warm environment, or when excessive pressure is applied to one spot. As a result, you should never kneel or stand on cane weaving. To enhance the durability and longevity

of natural cane weaving, we recommend the addition of artificial netting underneath.

5.2 Revolving chairs (models 503, 505, 523) turn thanks to a simple turning mechanism made from cast iron. Revolving always involves changing chair height, as the revolving mechanism on these chairs is not restricted by a mechanical control. For chairs made from 2015 onwards, there is a safety stop that prevents the chair from unscrewing completely and coming apart. However, chairs made until the end of 2014 do not have this safety stop, so there is a risk that if one of these chairs rises to a height of 68 cm, it will unscrew and topple. Revolving chairs number 503 and 523 are intended for home use only, and do not comply with certification requirements for office furniture.

5.3 High-pressure laminate surface areas are highly resistant to scratches, cigarette ash, temperatures up to 180 °C, common liquids and alcohol. However, careful use is always advised. Avoid exposing connecting parts and edges to the effects of water, as this could damage glued edges, edging material and chipboard.

5.4 Glass panels on our products are made from tempered glass that is highly resistant to impact and temperature variations. Pane thickness and light permeability may vary between individual models. Although the glass has been tempered, it should not be sat or stood on.

6. MAINTENANCE OF OTHER COMPONENTS

6.1 Remove dust regularly from woven components with a vacuum cleaner set on a low setting, or brush the surface with a soft brush. From time to time wipe cane weaving with a lightly dampened white cotton cloth or chamois, to prevent the fibres from dehydrating due to dry ambient conditions, and let the weave dry naturally. This type of maintenance can be done even if there is artificial netting underneath the cane.

6.2 Other product components can be cleaned with common cleaning agents intended for the specific material in question (plastic, metal, glass, and so on). Always follow manufacturer's instructions and test the product first on an inconspicuous spot. More stubborn dirt/stains can be removed with lukewarm water, and the surface should be dried completely with a soft cotton cloth. The cast iron revolving mechanism used for chair models 503, 505 and 523 does not need to be oiled in any

special way. However, it won't mind a one-off application of a very thin layer of silicon oil.

To prevent damage to a chair or a floor, we recommend that you check glides every six months to see whether they need replacing (especially with felt and Teflon glides).

The wooden ring on the Hoop bowl was crafted by hand and will benefit from periodic care. Similarly, the glass component is the product of handcraft and is therefore fragile. Consequently, we do not recommend washing it in a dishwasher. The same applies to the glass in the Ripple collection.

6.3 Never use chemical solvents and thinners (such as acetone, benzene and trichloroethylene) or abrasive cleaning pastes on any materials. Do not use polish or oil and wax-based products on laminate surfaces, as this would result in irregular glossy patches.

7. PRODUCT ASSEMBLY AND CHECKING CONNECTIONS

7.1 When assembling a product, always follow assembly instructions. When assembling a table, work on a suitably soft underlay, as this will prevent damage to the tabletop. Once the table has been assembled, remove the cardboard wrapping and stand the table upright. We recommend that the table be handled by as many individuals as noted in the assembly

instructions, otherwise there is the risk of damaging the legs, the tabletop or the extension mechanism. We also recommend that you regularly check and tighten connecting screws. This will extend the life of the product and ensure overall strength and stability. If there is too much give at connection points, individual parts may experience too much strain and lead to product

damage. When a table has been extended, do not place excessive weight on the area where two leaves connect. Do not sit or stand on tables. Leg castors on extendable tables are intended to assist with table extension – they are not intended to move the whole table (whether in standard or extended version)!

8. IMPORTANT INFORMATION

8.1 Once your furniture is no longer usable, please hand it over to an authorised facility so that it may dispose of it in an environmentally sustainable manner.

8.2 Please follow the instructions and recommendations included in this care and maintenance guideline. By caring for your furniture regularly and appropriately, you will extend its life. In addition, appropriate care may

be a condition for a warranty claim. If these instructions and recommendations are not followed, we cannot be responsible for potential damages arising from inappropriate use and handling of the product.

8.3 At TON we are continuously working on product improvement. As a result, we may at any time change the way a product is built, the materials that we use, or the

surface finish we apply. This may also result in changes in the instructions and recommendations regarding the appropriate use of the product. We thank you for understanding and wish you many years of enjoyment with TON furniture.

In Bystřice pod Hostýnem, 1 June 2020
TON a.s.