

general terms and conditions



TON a.s.
Michaela Thoneta 148 768 61
Bystřice pod Hostýnem
Czech Republic
info@ton.eu, ton.eu

1. INTRODUCTORY PROVISIONS

1.1 The present general business conditions (the "**GTC**") of the company **TON a.s.**, having its registered office at Michaela Thoneta 148, 768 61 Bystřice pod Hostýnem, ID No.: 49970585, registered in the Commercial Register kept by the Regional Court in Brno, File. No. B 1239 (the "**Seller**") regulate, in accordance with the provision of Section 1751 (1) of Act No. 89/2012 Coll., Civil Code (the "**NCC**"), mutual rights and obligations of parties that are established in connection with or on the basis of purchase agreement (the "**Purchase Agreement**") entered into between the Seller and a third party (the "**Purchaser**") in a distance manner.

1.2 If the Purchaser is a consumer – i.e., every person who enters into the Purchase Agreement outside the scope of their business activity or outside

the scope of the independent performance of their occupation, then relationships that are not expressly regulated by these GTC are governed by the NCC and Act No. 634/1992 Coll., on Consumer Protection. If the Purchaser is not the consumer, then legal relationships, established by the agreement outside the scope of these GTC, are governed by the NCC. The Purchaser, who states within an order the ID No. and/or Tax ID No., will not be deemed to be the consumer.

1.3 The parties may change, exclude, or complete certain provisions of these GTC only on the basis of a written agreement of both parties (e.g., in the Purchase Agreement) provided that the other provisions of the GTC remain valid for the parties.

1.4 The goods will be delivered to the Purchaser on the territory of the Czech Republic, the Slovak

Republic or other countries agreed in the Purchase Agreement.

1.5 The provisions of the GTC form the integral part of the Purchase Agreement. The Purchase Agreement and the GTC are prepared in the English language. The Purchase Agreement may be entered into in the English language.

1.6 The Seller may change or complete the wording of the GTC. This provision does not affect the rights and obligations established during the period of effect of the previous wording of the GTC.

1.7 All contractual relationships are entered into under the legal order of the Czech Republic.

2. GOODS

2.1 All presentation of the goods placed on the website of the Seller www.ton.eu, in its catalogues, or in its stores is of an informative nature, and the Seller is not obliged to enter into the Purchase

Agreement regarding those goods. The provision of Section 1732(2) of the NCC does not apply.

2.2 The Seller reserves the right to make minor modifications to the goods of a technical nature that

will not affect the final appearance and functionality of the goods also after the entering into the Purchase Agreement.

3. ENTERING INTO PURCHASE AGREEMENT

3.1 The Purchaser places an order in writing or by email with the Seller for the goods that will be designated according to the catalogue designation of the Seller or the website, the Purchaser will indicate in the order at least (i) their first name and surname/the business name of a company, the address of residence/the registered office, ID No. and Tax ID No. (if acting in the capacity of an entrepreneur), and the contact electronic address of the Purchaser, (ii) the designation of goods of the Seller according to the catalogue of the Seller or the website, (iii) the number of pieces of the goods, and (iv) the place of delivery of the goods. If Purchaser requests individual modifications to the goods, the Purchaser will also specifically indicate their specifications in the order.

3.2 The Seller reserves the right to decide on the confirmation of the order also partially.

3.3 The Purchase Agreement is entered into between the parties through the email communication, i.e., on the date on which the Seller confirms the order of the Purchaser in writing. The written confirmation of the order is also deemed to be the dispatch of an advance invoice, or the Purchase Agreement and these GTC signed by the Seller. If the Seller confirms the order of the Purchaser only partially or makes other changes, reservations, amendments, or restrictions to the order (the "**Modified Order**"), such a Modified Order is deemed to be the new proposal to enter into the agreement that has to be confirmed by the Purchaser again. The Purchase Agreement is entered

into upon the delivery of the written confirmation of the Modified Order of the Purchaser to the Seller. However, a mere specification based on the technical specification of the Seller is not deemed to be the Modified Order.

3.4 The request of the Purchaser for an additional change to the Purchase Agreement entered into that will be delivered to the Seller by email to the address of the Seller stated in the header of the Purchase Agreement and which the Seller confirms after checking the manufacturing status to the Purchaser is subject to the payment of the administrative fee of EUR 50.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

4.1 The purchase price includes the cost of transport of the goods to the place of delivery only if it is expressly stated in the Purchase Agreement and exclusively provided that the conditions specified therein are fulfilled. In such a case, the delivery to the specific floor, assembly, and decoration of the goods are not included in the purchase price. The goods are delivered to the delivery address stated in the Purchase Agreement in front of the first front door (i.e. on the pavement) if conditions so permit. Partial deliveries are permitted.

4.2 If the purchase price does not include the cost of transporting the goods to the place of delivery under the previous paragraph, the Purchaser is obliged to pay to the Seller, in addition to the purchase price, (i) the cost of the agreed transport of the goods and, if applicable, according to specifications and needs of the Purchaser, also (ii) the cost of services consisting of

the delivery of the goods to any floor of a building and other services related thereto at the place of delivery (i) and (ii) jointly the "**Transport Services**")

The more detailed specification and price of these services is always the part of the Purchase Agreement. The Purchaser is obliged to pay the price of the Transport Services always no later than with the payment of the additional payment of the purchase price of the goods.

4.3 If it is not expressly agreed in the Purchase Agreement otherwise, the Purchaser is obliged to pay to the Seller an advance payment on the purchase price in the amount of at least 50% of the total purchase price. The advance payment is payable within 14 days from the date of entering into the Purchase Agreement and the delivery of an advance invoice of the Seller to the Purchaser to the account of the Seller

that is specified in the advance invoice and under the variable symbol specified therein.

4.4 The Purchaser will pay the purchase price, the advance payment on the purchase price, as well as the cost of the Transport Services (i) by a bank transfer to the account of the Seller stated in the Purchase Agreement or (ii) in cash or by a payment card at the establishment of the Seller.

4.5 For non-cash payments, the date of crediting the amount to the account of the Seller is always decisive.

4.6 If the payment of the purchase price or the advance payment on the purchase price requested by the Seller is not paid by the Purchaser within 14 days from the date of entering into the Purchase Agreement, the Purchase Agreement will cease to exist without further acts as of the first day following the expiry of said due date in vain. In the event of a delay

of the Purchaser in the payment of any other amount under the Purchase Agreement for the period exceeding fifteen (15) days, the Seller is entitled to withdraw from the Purchase Agreement.

4.7 In the event of a delay by the Purchaser in the payment of the amount owed, the Purchaser is obliged

to pay to the Seller the contractual interest on late payment in the amount of 0.03% on the amount owed for each day of delay of the Purchaser.

4.8 The Seller is entitled to demand the payment of the full purchase price before the goods are dispatched.

4.9 In relation to payments made on the basis of the Purchase Agreement, the Seller will issue a tax document – the invoice to the Purchaser and send it in electronic form to the electronic address of the Purchaser. The Seller is the payer of value added tax.

5. MANUFACTURE AND DELIVERY TIME, MANNER OF DELIVERY, CONSEQUENCES OF NON-TAKE-OVER OF GOODS

5.1 Unless otherwise expressly stated in the Purchase Agreement, the goods will be delivered to the Purchaser only after the full payment of the purchase price of the goods; if the provision of the Transport Services has been agreed, then also after the full payment of the price of the Transport Services.

5.2 The ownership right to the goods is transferred to the Purchaser only upon the full payment of the purchase price of the goods according to the Purchase Agreement to the account of the Seller specified in the Purchase Agreement and under the variable symbol corresponding to the number of the Purchase Agreement.

5.3 The place of delivery of the goods is the address of the Purchaser stated in the Purchase Agreement if the parties do not expressly agree otherwise in the Purchase Agreement. The goods will be delivered to the address of the place of delivery.

5.4 The method of delivery of the goods is specified in the Purchase Agreement. If it is not otherwise agreed in the Purchase Agreement or these GTC, the payment of the transport fee is the responsibility of the Purchaser, who will always be informed of its amount by the Seller before the Purchase Agreement is entered into. No later than upon the dispatch of the goods, the Purchaser takes over the risk of damage caused to the goods (upon the hand-over of the goods for transport). Different arrangements may be regulated in writing in the Purchase Agreement, namely by reference to the delivery parity according to INCOTERMS 2020. If the method of transport is agreed on the basis of a special request of the Purchaser, the Purchaser bears the risk and potential additional costs associated with such a method of transport.

5.5 The manufacturing time is binding. The delivery time will be the maximum of 30 days from the date on which the manufacturing time expires.

5.6 The manufacturing time of the goods starts from the date when the advance payment on the purchase price made by the Purchaser is credited to the account of the Seller. In the event that, according to the Purchase Agreement, material supplied by the Purchaser is to be incorporated into the goods of the Seller, the manufacturing time starts on the date when the advance payment on the purchase price is duly paid according to the previous sentence and when all such material is delivered to the Seller by the Purchaser, i.e., from the date when both of the above-stated conditions are met.

5.7 The delivery time is fulfilled on the date of the dispatch of the consignment, the date when the goods are removed from the warehouse of the Seller and/or on the date when the goods are prepared for the take-over by the Purchaser or the authorised carrier of the

Purchaser. On the date when the manufacturing time expires, the right of the Seller to invoice is established. The Seller reserves the right to dispatch the goods otherwise ready for dispatch within 3 days from the payment of the full purchase price of the goods (and the price of the Transport Services if they were agreed to be provided for consideration).

5.8 The delivery and/or manufacturing time will be prolonged in the case of unexpected events not caused by the Seller, such as unexpected acts of force majeure, strikes, delays of suppliers of the Seller and other obstacles not caused or done by the Seller, and which occurred independently to the will of the Seller. This also applies if these circumstances occur with the suppliers of the Seller. In all cases stated here, the Seller is obliged to explain the reasons for the delay and to demonstrate the occurrence of the circumstances in question upon the request of the Purchaser, and in all cases stated here, the right of the Purchaser to claim compensation for damage caused and/or sanctions for the delay in delivery is excluded if the Seller proves upon the request of the Purchaser that the delay was caused by circumstances beyond the reasonable control of the Seller, and they were established independently to the will of the Seller. Actual damage caused for the reason of a delay in the delivery of the goods by the Seller for a reason for which the Seller is liable may be claimed in the manner of a contractual penalty to the Seller in the amount of 0.03% of the purchase value of the goods which the Seller has failed to deliver to the Purchaser or whose delivery has been delayed, for each day of delay, and the contractual penalty so agreed is a lump sum compensation for the damage caused by the delay in delivery.

5.9 The Seller will inform the Purchaser by email to the electronic address of the Purchaser when the goods are ready to be delivered or dispatched. The Purchaser is obliged to take over the goods within 20 days from the date on which the Purchaser was informed by the Seller on the readiness to deliver or dispatch the goods.

5.10 If it is not agreed for the relevant matter otherwise in these GTC, the risk and liability for damage caused to the goods are transferred to the Purchaser at the time of the take-over of the goods.

5.11 If the Purchaser compromises the delivery of the goods, any further attempt to deliver the goods is subject to a charge, and the Purchaser is obliged to pay to the Seller the cost of the Transport Services before any further attempt to deliver the goods or take over the goods in person at the establishment of the Seller and at the expense of the Purchaser.

5.12 The Purchaser is obliged to arrange an access route to the place of delivery as of the agreed date of delivery. The Purchaser acknowledges that the Seller does not transport the goods to locations with difficult terrain, traffic restrictions, and other limitations that prevent the transport of the goods by an appropriate motor vehicle. The Purchaser is obliged to inform the Seller of these facts when entering into the Purchase Agreement or immediately after those facts have objectively occurred (windfalls, floods, landslides, impassable roads and bridges, etc.). If the delivery of the goods is compromised due to the unsuitability of the access roads according to this paragraph, any further attempt to deliver the goods will be subject to a fee, and the Purchaser is obliged to pay the Seller the price of the Transport Services before the next attempt to deliver the goods or take over the goods in person at the establishment of the Seller at the own expense of the Purchaser.

5.13 If the Purchaser does not take over the purchased goods within the time limit agreed in article V, paragraph 9 of these GTC (i.e., within 20 days from the date on which the Seller has informed the Purchaser of its readiness to deliver or dispatch the goods), the Purchaser will be obliged to pay to the Seller the storage fee of 0.5% of the purchase price of the goods for each day of the delay of the Purchaser, but not less than EUR 50 for each day of delay, and the Seller is entitled to withdraw from the Purchase Agreement.

5.14 The withdrawal has to be delivered to the Purchaser, and the delivery is deemed to be also the delivery of an electronic message to the email address of the Purchaser and/or a data message to the data box of the Purchaser. The Purchase Agreement ceases to exist on the date of delivery of the withdrawal. The cessation of existence of the Purchase Agreement does not affect titles of the Seller to the payment of the storage fee of the goods according to the previous paragraph and to the payment of contractual interest on late payment of the Purchaser in the payment of the amount due under the Purchase Agreement accrued up to the date of the withdrawal of the Seller.

5.15 The storage fee of the goods is payable on the date of delivery of the invoice issued by the Seller to the Purchaser, and the Seller is entitled to set it off against the deposit received and/or any other performance received from the Purchaser. Similarly, the Seller is entitled to set off its receivable on the payment of the agreed interest on late payment accrued up to the date of the withdrawal of the Seller from the Purchase Agreement against the deposit received and/or other performance received from the Purchaser.

6. CONSEQUENCES OF NON-TAKE-OVER OF GOODS FOR ENTREPRENEURS

6.1 If the Purchaser entered into the Purchase Agreement in the capacity of an entrepreneur, i.e., a person who entered into the Purchase Agreement within the performance of their business activity or within the independent performance of their profession, the provisions of article V. paragraphs 13, 14, and 15 of these GTC will not apply to the legal relationship of the parties established by the Purchase Agreement.

In such a case, all provisions of this article VI. of the GTC are applied to the legal relationship of the parties established by the Purchase Agreement instead. It applies that the Purchaser who provides their ID No. or Tax ID No. within the entering into the Purchase Agreement will be deemed to be an entrepreneur without further acts.

6.2 The parties have agreed that if the Purchaser does not take over the purchased goods within the term agreed in article V. paragraph 9 of these GTC (i.e., within 20 days from the date on which the Purchaser was notified by the Seller of its readiness to deliver or dispatch the goods), the Seller may withdraw from the Purchase Agreement and sell the non-taken over goods to another person. The Purchaser will not then

have any titles to compensation for damage caused, e.g., lost profit, etc. For the violation of the obligation to take over the goods, the Purchaser is obliged to pay to the Seller the contractual penalty in the amount of the received advance payment on the purchase price, if the advance payment was not made, then in the amount of 50% of the purchase price of the non-taken over goods stated in the Purchase Agreement.

6.3 The withdrawal has to be delivered to the Purchaser, and the delivery of an email message to the email address of the Purchaser and/or a data message to the data box of the Purchaser is also deemed to be the delivery. The Purchase Agreement ceases to exist on the date of delivery of the withdrawal. The

cessation of existence of the Purchase Agreement does not affect the right of the Seller to the payment of the contractual penalty under the previous paragraph of this article or the right of the Seller to the payment of contractual interest on late payment for the delay of the Purchaser in the payment of the amount due under the Purchase Agreement accrued up to the date of the withdrawal of the Seller.

6.4 In the event that there has been the subsequent take-over of the non-taken over goods, and the Seller has not yet exercised the right to withdraw from the Purchase Agreement according to the previous paragraphs; for the breach of the obligation of the Purchaser to take over the goods in a timely manner, the

Purchaser is obliged to pay to the Seller the contractual penalty of 1% of the purchase price of the goods for each day of its delay, but not less than EUR 100.

6.5 The contractual penalties are payable on the date of delivery of the invoice issued by the Seller to the Purchaser, the Seller is entitled to set them off against the deposit received and/or another performance received from the Purchaser. Similarly, the Seller is entitled to set off its receivable on the payment of the agreed interest on late payment accrued up to the date of the withdrawal of the Seller from the Purchase Agreement against the deposit received and/or another performance received from the Purchaser.

7. GUARANTEE FOR QUALITY

7.1 If the Purchase Agreement or these GTC do not expressly provide otherwise, the Seller, beyond its legal obligations, provides the Purchaser with a guarantee for the quality of the new goods for the period of two years, in the case of the used goods, for a period of one year. In the case of the goods sold in their raw state (i.e., without a finished surface), the Seller provides the guarantees only for the structural integrity of the goods for the period of two years.

7.2 For the goods with the TON trademark, the Seller provides the Purchaser with an extended guarantee for the quality of the new goods for the period of ten years from the delivery of the goods, unless otherwise expressly stated in the Purchase Agreement or these GTC. This does not apply if the goods include the cane – this material is not covered by the extended guarantee. In the case of the goods with the TON trademark and sold in their raw state (i.e., without the

finished surface), the Seller only provides the guarantee for the structural integrity of such goods for the period of ten years.

7.3 The guarantees under the previous paragraphs do not apply to the upholstery material supplied by the Purchaser.

8. RIGHT OF CONSUMER TO WITHDRAW FROM PURCHASE AGREEMENT

8.1 If the Purchase Agreement has been entered into through the remote email communication, the Purchaser, if the Purchaser is the consumer, has the right to withdraw from the Purchase Agreement within 14 days from the take-over of the goods in accordance with Section 1829 of the NCC. This right can only be exercised if the consumer is concerned.

8.2 It is not possible to withdraw from the Purchase Agreement if:

- (i) the goods are returned damaged (including the original packaging), used, or incomplete; and/or
- (ii) in accordance with the provision of Section 1837 (d) of the NCC, in the event the goods were modified according to the wish of the Purchaser or for the Purchaser, namely if they are the goods into which the Seller included material supplied by the Purchaser (namely, upholstery elements), carried out modifications related to the colour of the goods, designation of personal specification, etc.

8.3 In accordance with the provision of Section 1820 (f) of the NCC, the Seller hereby provides **consumers with instruction on the right to withdraw from the agreement in accordance with Decree of Government No. 363/2013 Coll. in the event of entering into the purchase agreement remotely:**

1. Right to withdraw from agreement.

1.1 Within 14 days, you have the right to withdraw from the entered into agreement without stating a reason.

1.2 You have the right to withdraw from the agreement without stating the reason within the term of 14 days from the date following after the delivery of the goods, i.e., from the date when you or the person defined by you (other than the carrier) takes over the goods

1.3 For purposes of the exercise of the right to withdraw from the agreement, you have to inform the seller of your withdrawal from the agreement, i.e., TON a.s., having its registered office at Michaela Thoneta 148, 768 61 Bystrice pod Hostynem, email: info@ton.eu, in the form of a unilateral legal act (for example, a letter sent through the operator of postal services or by email). You can use the template form stated below for the withdrawal from the agreement that is published on the website of the seller; however, it is not your obligation.

1.4 In order to observe the term for the withdrawal from this agreement, it is sufficient to send the withdrawal from the agreement before the expiry of the relevant term.

2. Consequences of withdrawal from agreement

2.1 We will return the payment only after the receipt of the goods returned or if you demonstrate that you send the goods back, depending on what occurs earlier.

2.2

a) Take-over of goods

Send the goods without undue delay, no later than within 14 days when this agreement was withdrawn, back or hand them over to TON a.s., having its registered office at Michaela Thoneta 148, 768 61 Bystrice pod Hostynem, Czech Republic. The term is deemed to be observed if you send the goods back before the expiry of 14 days.

b) Cost related to return of goods

You will pay direct costs connected with the return of the goods.

c) Liability for reduction of value of goods returned

You are only liable for the reduction of the value of the goods due to handling the goods in a manner other than that necessary to learn the nature and characteristics of the goods, including their appearance and functionality.

8.4 For the successful and smooth return of the goods, the Seller requests the Purchaser – the consumer – to observe the following procedure:

- 1** Contact us with a request to withdraw from the Purchase Agreement, stating the date of entering into the Purchase Agreement and the take-over of the goods. After a review, we will invite you to make a written request to withdraw from the Purchase Agreement and send the goods back.
- 2** Send the complete request together with the copy of an order by registered mail or email to our invoicing address.
- 3** Send the goods by registered mail and insured to our invoicing address. We are not liable for loss or damage caused to the consignment during transport back to us. The goods must be complete (including all documents and accessories), unused, undamaged, and packaged in such a manner that

their original packaging is not damaged during the transport. Do not use "cash on delivery" when sending the goods back (such goods will not be accepted).

4 The money will be sent in the same form as the payment was made (to an account, by a postal order).

8.5 If a gift was provided to the Purchaser together with the goods, the gift agreement between the Seller and the Purchaser is entered into with the condition subsequent if the Purchaser withdraws from the Purchase Agreement, the gift agreement with respect to such a gift will cease to be effective, and the Purchaser will be obliged to return the undamaged gift to the Seller together with the goods.

8.6 In the event of the withdrawal from the Purchase Agreement under this article by the Purchaser, the Seller will return the funds received from the Purchaser within fourteen (14) days of the withdrawal of the Purchaser from the Purchase Agreement in the same manner as the Seller received them from the Purchaser. The Seller is also entitled to return the performance provided by the Purchaser already upon the return of the goods by the Purchaser or in another manner, provided that the Purchaser agrees, and no additional costs are incurred by the Purchaser. If the Purchaser withdraws from the Purchase Agreement, the Seller is not obliged to return the received funds to the Purchaser before the Purchaser returns the goods to the Seller or proves that the Purchaser has sent the goods to the Seller.

8.7 The Seller is entitled to unilaterally set off the claim to the payment for damage caused to the goods against the claim of the Purchaser to the return of the purchase price.

9. RIGHTS FROM DEFECTIVE PERFORMANCE

9.1 Rights and obligations of the parties in relation to rights from the defective performance are governed by the relevant generally binding legal regulations (namely the provisions of Section 1914 through 1925, Section 2099 through 2117, and 2161 through 2174 of the NCC and Act No. 634/1992 Coll., on Consumer Protection, as amended).

9.2 When using the goods, the Purchaser is obliged to strictly observe the Instructions for Use and Care of Furniture as delivered to the Purchaser together with the Purchase Agreement, and they are also permanently available on the website (the "Instructions"). The Seller is not liable in any manner whatsoever for the conduct of the Purchaser when using the goods in conflict with the Instructions.

9.3 For all consignments (as well as for personal collection of the goods), the Purchaser has to personally and immediately upon the receipt inspect the delivered items for correctness, completeness, and any visible damage caused by transport. Any defects found have to be stated on the delivery note and confirmed by the carrier, otherwise they will not be accepted. Other defects detected, after unpacking of the goods, must be reported by the Purchaser to the Seller immediately, but no later than within two days, in writing (email is sufficient) or in person (at the establishment of the Seller) always ideally with photograph documentation.

9.4 If the carrier does not provide the Purchaser with the proper Transport Services paid by the Purchaser, the Purchaser is obliged to state this reservation in the delivery note and inform the Seller immediately in writing of such reservations (email is sufficient).

9.5 The Seller is liable to the Purchaser that the goods are free from defects upon the take-over. In

particular, the Seller is liable to the Purchaser that at the time the Purchaser took over the goods:

- a) the goods have the characteristics agreed between the parties and, in the absence of an agreement, the goods have the characteristics described by the Seller;
- b) the goods are fit for the purpose for which the Seller states they are to be used or for which goods of that kind are usually used;
- c) the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen;
- d) the goods are of the appropriate quantity, measure, or weight; and
- e) the goods comply with the requirements of legal regulations.

9.6 The provisions stated in this article will not be applied to the goods, namely if:

- a) the defect was present in the goods at the time of the take-over and a discount on the purchase price is agreed for such a defect;
- b) the defect is caused by the Purchaser and has been caused by improper use, storage, improper maintenance in conflict with the Instructions, or by the intervention of the Purchaser or mechanical damage;
- c) the defect was caused by an external event beyond the control of the Seller;
- d) it is the regular wear and tear of the goods caused by their use, and it is not the defect;
- e) the utility and aesthetic values of the goods have been prematurely exhausted by the negligent use;
- f) the natural properties of natural materials are involved and not the defect (e.g., knots, wood grain,

light shading and veneering in the case of wooden products, the adhesion of dust and hair in the case of textile covers, the properties of leather, galvanisation, etc.). The defects in the goods do not include the usual colour or texture differences in natural or textile materials, varnished or oiled surfaces, typical characteristics of wood, including odour, or minor dimensional variations in furniture upholstery within tolerances; and

- g) the defect does not manifest itself in the goods even after a thorough professional examination.

9.7 The claims of the Purchaser arising from defects in the goods are based on the relevant provisions of the Civil Code of the Czech Republic.

9.8 In accordance with the provision of Section 1820 (1) (j) of the NCC, the Purchaser is entitled to address the potential complaint of the Purchaser that has not been resolved by the Seller to the satisfaction of the Purchaser to the competent Czech court or the Czech Trade Inspection Authority, or to the locally competent Trade Licensing Office according to the registered office of the Seller.

9.9 The provisions set out in this article of the GTC will not be applied to the goods sold at a lower price due to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, to the second-hand goods due to the defect corresponding to the level of use or wear and tear that the goods had at the take-over by the Purchaser, or if it results from the nature of the goods.

9.10 The rights from the defective performance are exercised by the Purchaser with the Seller at the address of the establishment of the Seller or at the registered office of the Seller.

10. OTHER RIGHTS AND OBLIGATIONS OF PARTIES

10.1 The Seller is not bound by any codes of conduct in relation to the Purchaser within the meaning of the provision of Section 1826(1)(e) of the NCC.

10.2 The Seller administers consumer complaints via the electronic address info@ton.eu. The Seller will send the information on the administration of the complaint of the Purchaser to the electronic address of the Purchaser.

10.3 The Czech Trade Inspection Authority, having its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.:000 20 869, the internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from the Purchase Agreement. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Purchaser from the Purchase Agreement.

10.4 The European Consumer Centre Czech Republic, having its registered office at Štěpánská 567/15, 120 00 Prague 2, the internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

10.5 The Seller is entitled to sell the goods on the basis of a trade licence. The trade inspection is carried out within the scope of its competence by the competent Trade Licensing Office. The supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things,

compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

10.6 The Purchaser hereby assumes the risk of change of circumstances within the meaning of Section 1765 (2) of the NCC.

10.7 It is expressly agreed that the communication to the Purchaser may be delivered at his electronic address.

10.8 The Purchaser agrees to the use of remote means of communication for the entering into the Purchase Agreement. The cost incurred by the Purchaser in using distance communication means in connection with entering into the Purchase Agreement (internet connection cost, telephone call cost, or postage cost) will be paid by the Purchaser; and said cost does not differ from the basic rate.

11. PERSONAL DATA

11.1 In connection with entering into the Purchase Agreement, you provide us with your personal data, which the Seller, as the controller, processes, to the extent of first name, surname, address, electronic address, mobile phone and/or landline numbers, payment details, the goods purchased.

11.2 We process your personal data (i) for the performance of the Purchase Agreement and in connection with acts performance of acts before entering into the agreement, (ii) for the performance of a legal obligation, i.e., in particular in relation to obligations related to the statutory liability of the Seller, and (iii) for the

purposes of the legitimate interests of the Seller as a controller that also include processing for the purposes of direct marketing (both by mail, email, or telephone) and the carrying out a marketing research.

11.3 In connection with the processing of personal data, you as a data subject have the right to object to processing for direct marketing purposes at any time free of charge. If you do so, the personal data will no longer be processed for these purposes.

11.4 For the above-stated purposes, the Seller may process the personal data of the Purchaser and transfer them to companies that process personal data for

the Seller in the Czech Republic or conduct marketing surveys. The information on companies that process personal data or conduct marketing surveys for the Seller can be obtained at the address of the Seller.

11.5 The Seller keeps the personal data for the period necessary for the purposes of performance from the agreement and for the period of 5 years after the termination of the legal relationship between the Seller and the Purchaser.

11.6 If it is possible on the basis of the law, you have the right to amend or correct the personal data we hold about you. You also have the right to a copy of

the personal data we hold about you, including their sources, purposes, methods of processing, and the parties with whom we share your data.

11.7. If you believe that the processing of your personal data by the controller is in breach of the

valid regulations, you have the right to object to the processing and also the right to file a complaint with the Office for Protection of Personal Data.

11.8. More detailed conditions of the processing of personal data are published on the website of the

Seller with the following link: <https://www.ton.eu/en/gdpr/>

12. FINAL PROVISIONS

12.1. The Purchaser is not entitled to assign its receivable on the Seller arising from the Purchase Agreement to a third party without the consent of the Seller.

12.2. If the relationship established by the Purchase Agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to the rights of the consumer arising from generally binding legal regulations. The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

12.3. If any provision of these GTC is or becomes invalid or ineffective, the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, whose meaning is as close as possible to the invalid provision, will replace

the invalid provisions. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

12.4. The Purchase Agreement, including the GTC, is archived by the Seller in the electronic form, and it is not available to third parties.

12.5. By entering into the Purchase Agreement, the Purchaser confirms that the Purchaser has been informed of, agrees to, and accepts the content of these GTC.

12.6. Contact details of the Seller:

delivery address:

TON a.s.,

Michaela Thoneta 148,

768 61 Bystřice pod Hostýnem

electronic mail address: info@ton.eu

In Bystřice pod Hostýnem on 15. 12. 2022

TON a.s.