

I. GENERAL

These E-shop business terms and conditions (the "Conditions") govern the legal relationship originating from purchase contracts between TON a.s., with registered office at Michalea Thoneta 148, 768 61 Bystřice pod Hostýnem, Company ID No.: 49970585, registered in the Commercial Register maintained by the Brno Regional Court, Section B, File No. 1239 (the "Seller") and the Buyer (which includes both consumers and other customers).

All contractual relationships are entered into pursuant to Czech law. If the Buyer is a consumer (i.e. any individual who, outside of his or her business activities or separate course of business, enters into a contract or has dealings with the entrepreneur), then the relations not specifically governed by these Conditions are governed by the Civil Code (Act No. 89/2012 Coll.), and the Consumer Protection Act (Act No. 634/1992 Coll.). If the Buyer is not a consumer, then the legal relationship based on a contract outside of these Conditions is governed by the Civil Code (Act No. 89/2012 Coll.).

II. ENTERING INTO A PURCHASE CONTRACT

1. If the Buyer is a consumer, the proposal of the purchase contract (offer) is implemented by displaying the offered products on the Seller's E-shop website, in which the purchase contract becomes valid upon submission of order by the Buyer/consumer and its receipt by the Seller. The Seller will then without delay confirm to the Buyer the receipt of the order through notification to a designated e-mail address; this notification, however, has no effect on the contract. Received orders may be changed only with the express consent of both Parties.
2. We recommend that the Buyer takes the opportunity to conduct a thorough review of the entire order prior to submitting the order to the Seller. The Buyer will then submit the order by clicking on "Confirm order".
3. If the Buyer is not a consumer, then the proposal of the purchase contract is created when the Buyer submits the product order, and the purchase contract is valid upon the moment of delivery of the binding order confirmation by the Seller to the Buyer.
4. By the procedural process described above leading to the completion of the purchase contract, the Buyer confirms that he or she is familiar with the Conditions and agrees to them. The E-shop website presents an explicit option of reviewing the Conditions prior to submitting the order, and we recommend all Buyers to use this opportunity and read through them in detail.
5. The illustrations, weights and dimensions of the products (goods) listed in the catalogue are purely informative, unless otherwise stated as binding.
6. Listed prices do not include VAT, unless stated otherwise.

III. DELIVERY TIME, MANNER OF DELIVERY, FAILURE TO COLLECT GOODS

1. Delivery time is established by the Seller in the order confirmation. Delivery is considered complete on the day of the shipment of the order, the day the goods leave the inventory of the Seller, or on the day the goods are ready for collection by the Buyer. On this day, the Seller is then authorised to issue an invoice. The Seller has the right to partial deliveries of goods. Delivery time may be extended in the event of any unexpected issues not caused by the Seller, such as unexpected events of force majeure, strikes, and other obstacles beyond the Seller's control. The same is true for instances in which these issues may arise with the Seller's suppliers. In such cases, financial claims for delays do not apply. Damage caused due to delayed delivery of goods on the part of the Seller may be claimed only up to the amount of the value of the delayed items.
2. The manner of shipment of products is established in the order. Unless stipulated otherwise in writing, the Buyer shall pay the shipping costs, and the amount will be established in the order. The Buyer takes over risks of damage incurred to goods no later than at the time of shipment (submission of goods to the shipment facility).
3. The Parties have agreed that should the Buyer fail to collect the purchased items within 21 days of the date listed in the purchase contract or of the date of the Seller's purchase request in writing, by telephone, or by fax ("uncollected goods"), the Seller has the right to withdraw from the contract and to sell these goods to a different party. In this case, the Buyer is not entitled to claim damages. A written notice of withdrawal from the contract must be submitted to the other Party. The Seller has the right to bill the Buyer for generalised claims for damages upon withdrawal from the contract on the side of the Seller for 50 % of the deposit received in relation to the price of the uncollected goods.
4. If the uncollected goods are subsequently collected and the Seller has not yet exercised its right to withdraw from the contract according to the previous paragraph, the Seller has the right to demand a contractual fine from the Buyer in the amount of 1 % of the value of these goods for each day of the delay beyond the first 21 days of delay.



- Contractual fines are due on the day of the receipt of the invoice and can be used toward the received deposit and/or toward other compensation from the Buyer.

IV. COMPENSATION - PAYMENT FOR GOODS

- Purchases through the E-shop require a 100 % deposit in the amount of the order. If the required deposit is not paid within 14 days of the issuance of the order, the respective order is automatically cancelled. The contracted delivery time begins when the entire amount of the purchase price is paid to the account of the Seller listed in the order. Should the Buyer fail to pay the invoice in a timely manner, the Seller has the right to charge interest of 0.1 % of the amount owed for each day of the delay. This does not affect any possible claims for damages.

V. CONSUMER'S RIGHT TO WITHDRAW FROM THE CONTRACT

- Pursuant to Section 1829 of the Civil Code, the Buyer, if he or she is a consumer, has the right to withdraw from the contract completed through the E-shop within 14 days of the receipt of goods. This right can be utilised only by consumers.

- Pursuant to the provision of Section 1820, letter f) of the Civil Code, the Seller hereby provides consumers with information regarding the right to withdraw from the contract pursuant to Government Regulation No. 363/2013 Coll. for long-distance purchase contracts:**

- You have the right to withdraw from the contract within 14 days without specifying a reason.
- You have the right to withdraw from the contract without specifying a reason within 14 days from the day after delivery of goods, i.e. from the day when you or your designated third party (other than the carrier) received the goods.
- For the purposes of exercising the right to withdraw from the contract, you must so inform TON a.s., with its registered office at Michaela Thoneta 148, 768 61 Bystřice pod Hostýnem, fax: +420 573 378 261, e-mail: info@ton.cz in the form of a one-page legal transaction (such as a letter sent by post, by fax or by e-mail). You may use the template below for contract withdrawal, though it is not required.
- In order to comply with the time limit of withdrawal from the contract, you need only to send the request to withdraw from the contract before the respective time period elapses.
- Consequences of withdrawing from the contract
We will return your payment only after we receive the returned items or proof that you have sent the items back, whichever comes first:
 - Receipt of goods
Return or submit the goods to the Seller without undue delay, within 14 days from the withdrawal of the contract at the latest. In order to comply with the return period, items must be sent within 14 days.
 - Expenses related to product returns
You will be responsible for all expenses related to product returns.
 - Responsibility for depreciation in value of returned items
You are only responsible for depreciation in value of items resulting from handling these items in a manner that is inconsistent with the nature and character of the items, including their functionality.

Template for withdrawal from contract

Declaration of withdrawal from contract

- The addressee, TON a.s., with registered office at Michaela Thoneta 148, 768 61 Bystřice pod Hostýnem, fax: +420 573 378 261, e-mail: info@ton.cz
 - I/We declare (*) that I/we am/are (*) hereby withdrawing from the contract for purchase of this product (*)/for provision of these services (*)
 - Date of order (*)/date of receipt (*)
 - First name and surname of the consumer/consumers
 - Address of the consumer/consumers
 - Signature(s) of the consumer/consumers (only if this form is being sent in hard copy format)
 - Date
- (*) Cross out that which does not apply or fill in additional information.

- For successful and easy returns, the Seller asks that the Buyer/consumer follows the procedures below:
 - Contact us with your request for withdrawal from the purchase contract, listing the number of the order, date of purchase and receipt of goods. After review, we will ask you to submit a written request for withdrawal from the contract and to return the items in question.
 - Please send the complete request with a copy of your order by registered mail or by e-mail to our invoice address.
 - Please send the items in question via registered, insured post to our invoice address. We are not responsible for loss or damage of return shipments. The items must be intact (including all documents and accessories), unused and repacked so



that the original packaging is not damaged during transport. Do not send the returned goods by cash-on-delivery (such shipments will not be accepted).

- d) You will be reimbursed the respective amount in the same form as your original payment (to your bank account, money order). Change of recipient or manner of reimbursement will result in a CZK 250 fee.
4. Contract withdrawal is not possible in the following cases:
- if items are returned damaged (including damage to the original packaging), used or incomplete (missing documentation, warranty certificates, accessories, etc.),
 - **if ordered items include a custom order** that is manufactured after the order was submitted, custom to the Buyer's request for the Buyer himself or herself; such as products with custom upholstery, optional wood stain, or other custom order. **Custom orders include items such as any E-shop items marked as "4-6 week availability"**. These products are not in stock and are always manufactured upon individual customer request and demand.
 - if the services provided during the product purchase have already been started; such as chair assembly at the manufacturer's location.

Pursuant to the provision of Section 1837 d) of the Civil Code, it is not possible to withdraw from the contract in the aforementioned situations without providing a reason for withdrawal. Withdrawal from the purchase contract will not be approved upon failure to meet any of the conditions mentioned above. Items will subsequently be returned at the Buyer's expense or stored in the Seller's warehouse. The handling fee for item storage is 1.5 % per day of the invoiced amount (a fee including insurance of the stored items).

VI. CLAIMS, WARRANTY

1. With all shipments, the Buyer must check that they have received the correct items, check that they have received the full order, and inspect for any visible damages incurred during shipping, immediately upon the receipt. Any defects discovered must be recorded on the delivery note and confirmed by the haulier, otherwise they will not be approved. The Buyer must immediately notify the Seller in writing of any other defects discovered after unpacking the items. The Seller grants to the Buyer a quality guarantee for the period of two years from the date of delivery in addition to the statutory liability for defects of goods according to the Civil Code. For items carrying the TON label, the Seller provides an extended quality guarantee to the Buyer for a period of five years from the date of delivery. The Buyer must strictly observe the installation instructions and the instructions for use, and make certain to tighten all screws, in accordance with the "Furniture care and maintenance" created by the Seller.
2. Buyers' claims for damages must be based on the respective regulations of the Czech Civil Code and the claims regulations of the Seller.
3. The Seller is not responsible for defects, nor are defects covered by the quality guarantee in the following circumstances: (a) the goods were demonstrably used contrary to the "Furniture care and maintenance" supplied by the Seller; and/or (b) were used in a manner inappropriate to the functional properties or contrary to the function for which they were designed; and/or (c) were subsequently wilfully altered, changed or joined with other items not supplied by the Seller. Claims will also not be honoured for minor discrepancies in dimensions and colour shades, particularly those caused by the natural character of the materials used. The Seller is also not responsible for claims for regular wear and tear caused by common use of items.
4. Unless the responsibility of defects can be subscribed to the Buyer, the Seller is responsible for defects, and is obliged to repair them. If the Seller proves that he is not responsible for the defect, the Buyer is obliged to reimburse the Seller any legitimate expenses related to repairs, plus a 20 % surcharge.
5. Pursuant to Section 1820, paragraph 1) letter j) of the Civil Code, for claims that were not resolved by the Seller's claims representatives to the Buyer's satisfaction, the Buyer holds the right to submit a complaint to the Czech courts, the Czech Trade Inspection, or the respective Trades Office for the Seller's address.

VII. GOVERNING LAW, COURT JURISDICTION

1. The governing law is the law of the Czech Republic. Application of the United Nations Convention on Contracts for international sales of goods is expressly prohibited. In the case of disputes, the court with local jurisdiction for both contracting parties is the District Court in Kroměříž or the Regional Court in Brno. However, the Seller has the right to assert its claims in the Buyer's place of business or residence.
2. If any of the regulations of the Conditions are in conflict with the Civil Code of the Czech Republic, the respective regulation of the Civil Code shall apply; however, the remaining articles of the Conditions remain intact.



VIII. FINAL PROVISIONS AND VALIDITY OF THE CONDITIONS

1. Customers' personal data is stored in accordance with current Czech laws, primarily Act No. 101/2000 Coll., on Personal Data Protection, as amended. By entering into purchase contract, the Buyer agrees with the processing and collection of his or her personal data in the Seller's database following the successful completion of the contract unless he or she submits in writing his or her non-consent with this processing.
2. The Buyer has the right to access and alter his or her personal data, as well as other rights related to such personal data, as stipulated by law. Personal data can be removed from the database upon a written request by the customer. Customers' personal data is fully protected from misuse or abuse. The supplier does not give out customers' personal data to any third party. Exceptions include external carriers, to whom only the information necessary for product delivery is given.
3. The Sellers stores completed individual contracts in an electronic format and they are accessible only by the Seller.
4. The Buyer agrees with the use of remote communication systems when entering into the purchase contract. The costs incurred by the Buyer when using remote communication systems in connection with the purchase contract (internet connection fees or telephone fees) shall be paid by the Buyer.
5. By submitting an order through the E-shop, the Buyer confirms that he or she is familiar with the Conditions, agrees with them, and accepts them.
6. These E-shop business terms and conditions are valid as of 1 January 2014, and replace all previously issued E-shop business terms and conditions.

