

TERMS AND CONDITIONS FOR SALES OF CUSTOMER PACKAGES

of ŠKODA AUTO a.s., a company with its registered office at: 869 Tř. Václava Klementa, 293 01 Mladá Boleslav, Reg. No. (IČO): 00177041, VAT No. (DIČ): CZ 00177041, for sales of customer packages (hereinafter referred to as "Products") via an online shop on <https://www.skoda-auto.cz/nabidka/zakaznicke-balicky>.

1 INTRODUCTORY PROVISIONS

- 1.1 Under Section 1751, paragraph 1 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code"), these Terms & Conditions (hereinafter referred to as the "Terms & Conditions") of Škoda Auto a.s., a company with its registered office at 869 Tř. Václava Klementa, 293 01 Mladá Boleslav, Reg. No. (IČO): 00177041, VAT No. (DIČ): CZ 00177041 (hereinafter referred to as the "Seller"), govern mutual rights and obligations of the Buyer and the Seller (hereinafter also referred to as the "Contracting Parties") that arise in connection with or under a purchase agreement (hereinafter referred to as the "Purchase Agreement") made between the Contracting Parties through the Seller's online shop (hereinafter referred to as the "Online Shop"). The Online Shop is operated by the Seller on a website on <https://www.skoda-auto.cz/nabidka/zakaznicke-balicky> (hereinafter referred to as the "Website").

The Seller contact details are:

ŠKODA AUTO, a.s.

a company with its registered office at 869 Tř. Václava Klementa, Mladá Boleslav II, 293 01

Mladá Boleslav, Delivery No.: 293 60

T.: +420 326 831 213

e-mail: zakaznicke.balicky@skoda-auto.cz

- 1.2 The Buyer is either a Consumer (always a natural person) or an Entrepreneur (natural person or legal entity). A Consumer is a person that, outside the scope of their business or outside the scope of performing their job, enters into the Purchase Agreement with the Seller or deals with the Seller in some other way. An Entrepreneur is a person who independently performs a gainful activity on their own account and responsibility in a trade or in a similar manner with the intention of doing so consistently in order to achieve profit. For the purposes of consumer protection, an Entrepreneur is also any person that enters into contracts relevant to their own trading, production or similar business or to independent performance of their job, or a person that acts on behalf of or on the account of an Entrepreneur. By -stating their identification number in their order, the Buyer acknowledges that the Seller considers them to be an Entrepreneur.
- 1.3 By placing an order, the Buyer confirms that they have read the Terms & Conditions before entering into the Purchase Agreement and that they agree to the Terms & Conditions version that is in force and effect at the moment of creating the order. The Buyer also receives a copy of the Terms & Conditions to the Buyer-specified e-mail address, as an attachment to the order confirmation message.
- 1.4 The Buyer is aware that purchases of Products offered by the Seller do not confer any rights to use any registered trademarks, trade names, company logos, etc. of the Seller or third parties, unless otherwise agreed in a special agreement.

- 1.5 The provisions of the Terms & Conditions are an integral part of the Purchase Agreement. Provisions deviating from the Terms & Conditions may be agreed in the Purchase Agreement. Deviating provisions in the Purchase Agreement take precedence over provisions of the Terms & Conditions.
- 1.6 The Seller may change or supplement the wording of the Terms & Conditions. This provision does not affect the rights and obligations that arose during the period of validity of the previous version of the Terms & Conditions.
- 1.7 The standard operating hours of the Online Shop are 24 hours a day, 7 days a week. The Buyer acknowledges that the Online Shop may not be available continuously, especially with regard to necessary maintenance of the Seller's hardware and software or necessary maintenance of third-party hardware and software.

2 PERSONAL DATA

- 2.1 When ordering a Product on the Website, the Buyer is obliged to provide all personal data correctly and truthfully and to inform the Seller of any changes. The Buyer confirms that the personal data provided by them are correct and true. The Seller is entitled to delete any incorrect and false personal data.
- 2.2 The Buyer's personal data that are part of orders and/or reservations are considered confidential information and are protected against misuse.

Personal data will be processed by Škoda Auto as the Personal Data Administrator or parties contractually authorised by the Administrator to process personal data for the purpose of performing the Agreement with the Buyer and for the purpose of offering Škoda products and services, checking Buyer satisfaction, as well as for the purpose of disseminating commercial communications under the Information Society Services Act (No. 480/2004 Coll. as amended) until the Buyer has expressed, in writing, their disagreement to such processing.

The Buyer also has additional rights specified in the European Data Protection Regulation (2016/679). A list of such rights is available [HERE](#). Provision of personal data is voluntary on the part of the Buyer. If the Buyer does not wish to receive information about offers of products and/services, the Buyer informs ŠKODA AUTO accordingly via the Company's information line on +420 326 831 213 or by e-mail at zakaznicke.balicky@skoda-auto.cz

- 2.3 The rules for processing and protecting personal data are described in a separate document.

3 EXECUTING THE PURCHASE AGREEMENT

- 3.1 All presentations of Products placed on the web interface of the Shop are of informative nature, and the Seller is not obliged to enter into the Purchase Agreement in connection with such product items. Section 1732, paragraph 2 of the Civil Code shall not apply.
- 3.2 The web interface of the Shop contains information about Products. The prices of Products include the applicable value added tax and all related fees. All prices remain valid for as long as they are shown on the web interface of the Shop. This provision does not limit the Seller's entitlement to enter into the Purchase Agreement under individually agreed terms.

- 3.3 When ordering and purchasing Products in the Online Shop, the Buyer selects, in particular, the Product ("puts" it into the online basket) and the method of payment (of the purchase price); this is also collectively referred to as the "Order".
- 3.4 Before sending their Order to the Seller, the Buyer can check and change the data that the Buyer has entered into the Order, including with regard to the fact that it is generally possible for the Buyer to find and correct any errors made when entering data into Online Shop Orders. All information provided in the Order is considered correct by the Seller. Immediately upon receiving the Order, the Seller confirms receipt of the Order to the Buyer by sending an email to the Buyer's email address specified on the user interface (hereinafter referred to as the "Buyer's Email Address").
- 3.5 Depending on the nature of the Order (quantity, purchase price), the Seller is always entitled to request the Buyer to provide an additional order confirmation while also being entitled to propose amending the contractual terms and/or to provide additional information (by e-mail, telephone, in writing).
- 3.6 The contractual relationship between the Seller and the Buyer is established by delivering the Order receipt confirmation (Order acceptance message) which is sent by the Seller to the Buyer by email to the Buyer's Email Address.
- 3.7 The Buyer agrees to the use of remote means of communication when executing the Purchase Agreement. Any costs incurred by the Buyer when using remote means of communication to execute the Purchase Agreement (internet connection costs, telephone call costs, etc.) shall be borne by the Buyer, and such costs do not differ from the basic rate (the Seller does not charge any fees for these services).

4 PRICE AND TERMS OF PAYMENT

- 4.1 The Buyer can pay the prices of Products (inclusive of VAT) under the Purchase Agreement to the Seller as follows:
- MasterCard or Visa via a secure online payment gateway (online card payment);
- 4.2 The Seller reserves the right to cancel reservations already made - cancellation or change of date.
- 4.3 If usual in the course of business or if provided for in generally applicable legislation, the Seller issues an invoice (bill) to the Buyer in respect of payments made under the Purchase Agreement. The Seller is a VAT payer. Under the Value Added Tax (Act No. 235/2004 Coll. as amended), the VAT rate varies depending on the nature of the Product purchased.

5 WITHDRAWING FROM THE PURCHASE AGREEMENT

- 5.1 Consumers acknowledge that under Section 1837 of the Civil Code, they cannot withdraw from a contract/agreement executed through an online shop if it is, inter alia, a contract on:
- Accommodation, transportation of goods, transport vehicle rental, catering or leisure-time service, if such contract is to be performed on a particular date or within a particular period (tickets, e-tickets).

5.2 The Seller is entitled to withdraw from the Purchase Agreement at any time until the Buyer has taken over the Product concerned (until the Customer Package in question has been used), primarily on account of operational changes or other unexpected events. In such case, the Seller refunds the purchase price to the Buyer without undue delay, cashless, to an account designated by the Buyer.

6 TRANSPORT AND DELIVERY

6.1 The Seller provides or arranges the following product delivery methods:
– Delivery by means of electronic communication (e-ticket, e-content).

7 RIGHTS FROM DEFECTIVE PERFORMANCE

7.1 The Contracting Parties' rights and obligations arising from defective performance are governed by generally applicable legislation (in particular the Civil Code and the Consumer Protection Act (No. 634/1992 Coll.)).

7.2 The Seller is responsible to the Buyer for ensuring that each Product (purchased by the Buyer) is free from defects upon receipt. In particular, the Seller is responsible to the Buyer for ensuring that each Product:

- a) Conforms to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
- b) Is fit for the purpose for which the Buyer requires it and to which the Seller has agreed; and
- c) Is delivered with all agreed accessories and instructions for use, including assembly or installation instructions.

7.3 The Buyer is not entitled to any rights from defective performance if it is the Buyer that has caused the defect concerned. Wear and tear caused by standard use or, in cases of used items, wear and tear corresponding to the extent of their previous use, is not considered to be a defect.

7.4 The Buyer asserts their rights from defective performance at the Seller. The moment of filing a defect claim is the moment when the Seller receives the goods concerned from the Buyer. The Buyer is obliged to report any defect without undue delay after the Buyer could have found such defect through of a timely inspection and sufficient care.

7.5 In the event of a written defect claim, the Buyer is informed of receiving such claim, the way the claim is to be addressed and how long the claim handling process will take, within 2 working days.

7.6 Where a defective performance is admitted (accepted), the cost of returning the product is borne by the Buyer.

7.7 The Seller informs the Buyer of defect claim settlement cases by phone or e-mail, or, if so agreed, in writing.

7.8 The Seller assumes no liability for damages resulting from the operation/use of products, functional features and improper use of products, as well as for any damages caused by external circumstances and mishandling.

- 7.9 Where a defective performance is a material breach of the Purchase Agreement, the Buyer is entitled to the following:
- a) Eliminating the defect by delivering a new, defect-free item or delivering all missing items, if any;
 - b) Eliminating the defect by repairing the item concerned;
 - c) Providing a reasonable discount on the purchase price;
 - d) Withdrawing from the Agreement.
- 7.10 The Buyer informs the Seller which of these rights they have chosen - when reporting the defect or without undue delay after reporting the defect. The Buyer cannot change the choice they have made without consent from the Seller. The above does not apply where the Buyer requests fixing a defect that turns out to be irreparable. Where the Seller fails to remedy defects within a reasonable period of time or informs the Buyer that the Seller will not remedy such defects, the Buyer may require a reasonable discount on the purchase price in lieu of remedying the defects or may withdraw from the Purchase Agreement. Where the Buyer is a Consumer, they are entitled to a reasonable discount even if the Seller is unable to deliver a new, defect-free item, replace some part thereof or repair the item, as well as if the Seller fails to remedy the defect concerned within a reasonable time or if remedying the defect would cause significant difficulties for the Consumer. Where the Buyer fails to choose their right on time, they have the same rights as in the event of an insignificant breach of the Agreement - see below.
- 7.11 Where a defective performance is an insignificant breach of the Agreement, the Buyer is entitled to remedying the defect concerned or to a reasonable discount on the purchase price. The Seller may, at their option, remedy a defect by repairing the item concerned or by delivering a new item. Where the Seller fails to remedy a defect timely or refuses to remedy such defect, the Buyer may require a discount on the purchase price or may withdraw from the Purchase Agreement. A choice already made by the Buyer cannot be changed without the Seller's consent.
- 7.12 Where the Buyer is a Consumer, they are entitled to require a reasonable discount or to withdraw from the Purchase Agreement in cases where:
- a) The Seller has refused or failed to remedy a particular defect;
 - b) A particular defect reoccurs;
 - c) A particular defect is a material breach of the Agreement, or
 - d) It is evident from a statement made by the Seller or from the circumstances that a particular defect will not be remedied within a reasonable time or without causing significant inconvenience to the Buyer.
- 7.13 Where the Buyer fails to report a defect on time and without undue delay after they could have found such defect through a timely inspection and sufficient care, the court shall not grant the Buyer any rights from defective performance. If such defect is latent, the same shall apply if the defect was not reported without undue delay after the Buyer could have found it by putting in reasonable care, but not later than within two years after delivery.
- 7.14 Where the Buyer is a Consumer, they are entitled to claim defects that become apparent within two years of receiving the item concerned. Where a particular item bought by the Buyer comes with digital characteristics and where, under the Agreement, the digital content or digital content service is to be provided continuously over a certain period of time, Consumers are entitled to claim defects in the digital content that occur within two years of receiving the item concerned. Where the Purchase Agreement performance period is more than two years, Consumers are entitled to rights from defective performance in relation to any defects that occur within such period.

- 7.15 Where the Buyer is an Entrepreneur, they are obliged to report and claim any defect without undue delay after such defect could have been found, but no later than within three days of receiving the goods concerned.
- 7.16 The Buyer cannot withdraw from the Purchase Agreement or require delivery of a new item where such item cannot be returned in the condition in which it was received (including accessories). The above does not apply:
- a) Where the condition of the items concerned has changed as a result of conducting a defect identification inspection;
 - b) Where the Buyer had used the item concerned before the defect was found;
 - c) Where the Buyer has not made it impossible to return the item in unaltered condition by an act or omission;
 - d) Where the Buyer had sold the item concerned before the defect was found, has used it up or altered the item in the course of standard use; if the above only happened in part, the Buyer shall return to the Seller what can still be returned and shall compensate the Seller to the extent to which the Buyer has benefited from using the item.
- 7.17 For the sake of Buyer protection, where the Buyer is a legal entity and requires a credit note payment in cash, the relevant amount will only be delivered to parties authorised to act on behalf of the legal entity in question, i.e. its statutory body or a person possessing an authenticated power of attorney.

8 PURCHASES OF GOODS

- 8.1 Purchases of goods with a discount granted to the Buyer in connection with a Product are subject to the conditions set out in the Complaints Procedure.

9 OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 9.1 The Buyer acquires ownership of a Product by paying the full purchase price.
- 9.2 The Seller is not bound by any codes of conduct in relation to the Buyer under Section 1820, paragraph 1n of the Civil Code.
- 9.3 For the purpose of consumer protection, the Seller is considered to be an Entrepreneur under Section 420, paragraph 2 of the Civil Code. The authority to conduct compliance inspections rests with the relevant Trade Licensing Office. The responsibility for supervising personal data protection compliance lies with the Personal Data Protection Office. The Czech Trade Inspection Authority supervises, inter alia, compliance with the Consumer Protection Act (Act No. 634/1992 Coll. as amended), to a defined extent.
- 9.4 The Buyer hereby assumes the risk of changed circumstances under Section 1765, paragraph 2 of the Civil Code.

10 VISITOR RULES

- 10.1 These Terms & Conditions include the [Škoda Museum Visitor Rules](#) which the Buyer (hereinafter also referred to as the "Visitor") is obliged to comply with on all premises which they are entitled to access upon buying a Product or for any other reason.

11 FINAL PROVISIONS

- 11.1 These Terms & Conditions are drawn up in Czech, English and German, and the Czech version shall prevail in the event of any conflict between the individual language versions.
- 11.2 All relationships and any disputes that may arise from the Purchase Agreement shall be addressed and settled exclusively under Czech law, by Czech courts of relevant jurisdiction. Where a relationship established by the Purchase Agreement comes with an international (foreign) element, the Contracting Parties agree that such relationship is to be governed by Czech law.
- 11.3 The responsibility for addressing out-of-court disputes that may arise from the Purchase Agreement rests with the Czech Trade Inspection Authority, an institution with its registered head office at 567/15 Štěpánská, 120 00 Prague 2, Reg. No. (IČO): 000 20 869, www.coi.cz. A petition to launch ADR proceedings can be filed using an online form on <https://adr.coi.cz/cs>, , can be sent by post or filed in person at the ADR point of contact: Czech Trade Inspection Authority, Central Inspectorate - ADR Department, 15 Štěpánská, 120 00 Prague 2, Email: adr@coi.cz. Before starting out-of-court dispute proceedings, the Seller recommends first using the Seller's e-mail and telephone support line or some other means of personal or written communication with the Seller.
- 11.4 The Agreement is made in the Czech language. If the text of the Agreement is translated for the Buyer, in the event of a dispute over the interpretation of individual provisions the interpretation of the Agreement in the Czech language shall prevail.
- 11.5 These Terms & Conditions including all their components come into force and effect as of 1 January 2023 and supersede the previous version of the Terms & Conditions, including all their components.
- 11.6 If any provision of the Terms & Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced with a provision whose meaning is as close as possible to that of the invalid provision. The invalidity or ineffectiveness of a particular provision shall not affect the validity of the other provisions. Any amendments and addenda to the Purchase Agreement or the Terms & Conditions shall be in writing.