

TERMS AND CONDITIONS OF BUSINESS FOR SALE OF CUSTOMER PACKAGES

of ŠKODA AUTO a.s., registered office: Tř. Václava Klementa 869, 293 01 Mladá Boleslav, Reg. No.: 00177041, Tax ID No.: CZ 00177041, for sale of customer packages (hereinafter the "Products"), through the e-shop at the address <https://www.skoda-auto.cz/nabidka/zakaznicke-balicky>.

1 INTRODUCTORY PROVISIONS

- 1.1 These Terms and Conditions of Business (hereinafter the "Terms and Conditions") of ŠKODA AUTO a.s., registered office: Tř. Václava Klementa 869, 293 01 Mladá Boleslav, Reg. No.: 00177041, Tax ID No.: CZ 00177041, (hereinafter the "Seller") govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code"), the rights and duties of the buyer and seller (hereinafter the "Contracting Parties") arising in connection with or based on a purchase contract (hereinafter "Purchase Contract") concluded between them through the seller's e-shop (hereinafter the "e-Shop"). The e-Shop is operated by the seller at the website at the address <https://www.skoda-auto.cz/nabidka/zakaznicke-balicky> (hereinafter the "Website").
- 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 who, outside the framework of his business activities or outside the framework of the independent performance of his occupation, concludes a Purchase Contract with the seller or otherwise acts in relation to it. An entrepreneur is a person that independently performs gainful activity on its own account and at its own liability as a trader or in a similar manner with the intention of systematically making a profit. For the purposes of consumer protection, an entrepreneur is also regarded as being, inter alia, every person that concludes contracts related to its own business, production or similar activities or the independent performance of a profession, or a person acting on the entrepreneur's behalf or account. If the buyer states its registered number in an order, it takes note that the seller regards it as an entrepreneur.
- 1.3 By sending an order, the buyer confirms that before the conclusion of the Purchase Contract it familiarised itself with the Terms and Conditions.
- 1.4 The buyer is aware that by buying the Products in the seller's range it does not acquire any rights to the use of registered brands, business names or company logos of the seller or third parties, unless agreed otherwise in a specific case under a special contract.
- 1.5 The provisions of the Terms and Conditions are an integral part of the Purchase Contract. Provisions different to the Terms and Conditions can be agreed in the Purchase Contract. Different provisions in the Purchase Contract have priority over the provisions of the Terms and Conditions.
- 1.6 The seller can change or modify the text of the Terms and Conditions. This provision does not affect rights and duties arising during the effect of the previous text of the Terms and Conditions.

- 1.7 The ordinary business hours of the e-Shop are 24 hours a day, seven days a week. The buyer takes note that the e-Shop may not be available constantly, in particular 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 at the Website, the buyer is obligated to state all personal data correctly and truthfully and inform the seller of any change to it. The buyer confirms that the personal data provided are precise and truthful. The seller is entitled to erase inaccurate and untruthful personal data.
- 2.2 The principles of personal data processing and protection are described in an independent document.

3 CONCLUSION OF PURCHASE CONTRACT

- 3.1 All presentations of Products located at the e-Shop's web interface are of an informative character and the seller is not obligated to conclude a Purchase Contract regarding such Products. Section 1732(2) of the Civil Code does not apply.
- 3.2 The e-Shop's web interface contains information about the Products. The prices of Products are stated including value added tax at the statutory rate and including all related charges. The prices remain valid for the time they are displayed at the e-Shop's web interface. This provision does not limit the seller's option to conclude a Purchase Contract under individually agreed conditions.
- 3.3 When ordering and purchasing products in the e-Shop the buyer chooses, in particular, the Product ("places" it in the online basket) and the method of payment (payment of purchase price), hereinafter jointly referred to as an "Order".
- 3.4 Before sending an Order to the seller, the buyer can check and change the details that the buyer input in the Order, with regard to the buyer's option of ascertaining and correcting errors arising when inputting data into an Order in the e-Shop. The details specified in an Order are regarded as correct by the seller. After receiving an Order, the seller will promptly confirm its receipt to the buyer by e-mail, sent to the buyer's e-mail address stated in the user interface (hereinafter the "Buyer's E-mail Address").
- 3.5 The seller is always entitled, depending on the character of the Order (quantity, amount of purchase price), to ask the buyer for additional confirmation of the Order with a proposal for the modification of the contractual conditions and/or with additional information (by e-mail, telephone, in writing).
- 3.6 A contractual relationship between the seller and the buyer arises upon the delivery of acceptance of the Order, which is sent by the seller to the buyer by e-mail, to the Buyer's e-mail address.

3.7 The buyer agrees to the use of remote communication means for the conclusion of the Purchase Contract. Costs incurred by the buyer when using remote communication means in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls, etc.) will be paid by the buyer itself, where such costs do not differ from the basic rate (the seller will not bill any charges for such services).

4 PRICE AND PAYMENT TERMS AND CONDITIONS

4.1 The buyer can pay the price of Products including VAT in accordance with the Purchase Contract to the seller as follows:

- Payment by MasterCard or Visa card over a secure internet payment gateway (i.e. by card online).

4.2 The seller reserves the right to cancel a reservation that has been made – cancellation or a change to the date.

4.3 If it is usual in business dealings or if it is stipulated by generally binding legal regulations, the seller will issue the buyer with a tax document regarding payments made based on the Purchase Contract. The seller is a VAT payer. The VAT rate differs depending on the nature of the Product purchased in accordance with Act No. 235/2004 Coll., on value added tax, as amended.

5 WITHDRAWAL FROM PURCHASE CONTRACT

5.1 The consumer takes note that in accordance with Section 1837 of the Civil Code he cannot withdraw from a Purchase Contract concluded in an e-Shop if it is a contract on:

- transport or the use of leisure time, if the entrepreneur provides such performance at a designated time (tickets, e-tickets).

5.2 Until the acceptance of the Product or until the use of the customer package, the seller is allowed by the buyer to withdraw from the Purchase Contract at any time. This applies in particular for reasons of operational changes or other unexpected events. In such case, the seller will return the purchase price to the buyer without undue delay, cashlessly to the account designated by the buyer.

6 TRANSPORT AND DELIVERY

6.1 The seller arranges or brokers the following methods of delivery of Products:

- delivery by electronic communication (e-ticket, e-content).

7 PURCHASE OF GOODS

7.1 The conditions set in the Complaint Rules apply to the purchase of goods with a discount provided to the buyer as a part of a Product.

8 OTHER RIGHTS AND DUTIES OF THE CONTRACTING PARTIES

- 8.1 The buyer acquires ownership of a Product by paying the whole purchase price.
- 8.2 In relation to the buyer the seller is not bound by any codes of conduct in accordance with Section 1826(1)(e) of the Civil Code.
- 8.3 For the purposes of consumer protection the seller is regarded as an entrepreneur in accordance with Section 420(2) of the Civil Code. The relevant trades licensing office performs trading checks as a part of its remit. The Office for Personal Data Protection performs supervision of personal data protection. The Czech Trade Inspection Authority performs, to the set extent and in addition to other things, supervision of compliance with Act No. 634/1992 Coll., on consumer protection, as amended.
- 8.4 The buyer hereby accepts the risk of a change of circumstances in accordance with Section 1765(2) of the Civil Code.

9 RULES FOR VISITORS

- 9.1 The Terms and Conditions contain the [Rules for Visitors to the ŠKODA Museum](#), which the buyer (hereinafter "Visitor") is obligated to respect in all space to which he obtains the right of entry based on the purchase of a Product or for another reason.

10 CONCLUDING PROVISIONS

- 10.1 The Terms and Conditions are prepared in Czech, English and German. In the event of a conflict between the language versions, the Czech version of the Terms and Conditions is decisive.
- 10.2 Relations and any disputes that arise based on the Purchase Contract will be resolved solely in accordance with the law of the Czech Republic, by the competent courts of the Czech Republic. If the relationship established by the Purchase Contract contains an international (foreign) element, the parties agree that this relationship will be governed by Czech law.
- 10.3 The body authorised to handle out-of-court resolution of consumer disputes under the Purchase Contract is the Czech Trade Inspection Authority, registered office: Štěpánská 567/15, 120 00 Prague 2, registered number: 000 20 869, www.coi.cz. Before out-of-court resolution of a dispute commences, it is recommended that the buyer first makes use of e-mail and telephone support of the seller or other methods of personal or written contact with the seller.
- 10.4 The Purchase Contract is concluded in Czech. If a translation of the text of the contract is made for the buyer, in the event of a dispute about the interpretation of terms the interpretation of the contract in Czech has priority.
- 10.5 These Terms and Conditions, including their parts, are valid and effective from 12 August 2019 and supplant the previous text of the Terms and Conditions, including their parts.

10.6 If a provision of the Terms and Conditions is invalid or ineffective or so becomes, a provision whose sense is as close as possible to the invalid provision will be used. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and modifications to the Purchase Contract or Terms and Conditions must be in writing.