

BUSINESS TERMS AND CONDITIONS

of ŠKODA AUTO a.s., registered office: Tř. Václava Klementa 869, 293 01 Mladá Boleslav, Company ID No.: 00177041, Tax ID: CZ 00177041 for the sale of tours to ŠKODA Muzeum and the factory of ŠKODA AUTO a. s. (hereinafter referred to as "tours") through an e-shop located at the web address <https://museum.skoda-auto.cz/prohlidky/rezervace-prohlidek>.

1 INTRODUCTORY PROVISIONS

- 1.1 In compliance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereafter referred to as "the Civil Code"), these business terms and conditions (hereinafter referred to as "the Terms and Conditions") of ŠKODA AUTO a.s., registered office: Tř. Václava Klementa 869, 293 01 Mladá Boleslav, Company ID No.: 00177041, Tax ID: CZ 00177041, (hereinafter referred to as "the Seller") govern the rights and obligations of the Customer and the Seller (hereinafter referred to as "the Parties") arising in relation to or on the basis of a Contract for Services (hereinafter referred to as "a Contract") entered into between the Parties via the Seller's e-shop (hereafter referred to as "the e-shop"). The Seller operates the e-shop on a website located at the address <https://museum.skoda-auto.cz/prohlidky/rezervace-prohlidek> (hereinafter referred to as "the website").
- 1.2 The Customer is either a consumer (always an individual) or an entrepreneur (an individual or a legal entity). A consumer is a person who enters into an agreement with or otherwise deals with the Seller outside the scope of company activities or the performance of an independent profession. An entrepreneur is a party that independently and on its own behalf and liability performs gainful activities via a trade license or in a similar manner, and who does so systematically for the purposes of making profit. For the purposes of, among other things, consumer protection, an entrepreneur shall also mean any person who enters into contracts related to his/her own business activities, production activities or other similar activities, or to an independently performed profession, as well as any person acting on behalf of an entrepreneur. If the Customer specifies a business identification number in the order form, he/she understands that the Seller shall consider him/her to be an entrepreneur.
- 1.3 By submitting an order form, the Customer confirms that he/she has been familiarised with the Terms and Conditions prior to entering into a Contract.
- 1.4 The provisions of the Terms and Conditions are an integral part of every Contract. Provisions that diverge from the Terms and Conditions can be agreed in a Contract. Divergent provisions in a Contract shall take precedence over the provisions of the Terms and Conditions.
- 1.5 The Seller is entitled to amend or supplement the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective period of the previous version of the Terms and Conditions.
- 1.6 The e-shop is ordinarily open 24 hours a day, 7 day a week. The Customer acknowledges that the e-shop will not necessarily be available without interruption, especially with regard to necessary maintenance of the Seller's hardware and software, or third-party hardware and software.

2 PERSONAL DATA

2.1 When ordering a tour via the website, the Customer is obliged to provide all personal data truthfully and accurately, and to inform the Seller of any changes to this data. The Customer confirms that the personal data provided is accurate and truthful. The Seller is obliged to erase any inaccurate or untruthful personal data.

2.2 The personal data protection policy is provided in a separate document.

3 ENTERING INTO A CONTRACT

3.1 All presentations of tours on the e-shop's web interface are informative in nature, and the Seller is under no obligation to enter into a Contract on the basis of such items. The provisions of Section 1732(2) of the Civil Code shall not apply.

3.2 The e-shop's web interface contains information on tours. The specified prices of tours include value-added tax at the statutory rate and all related charges. The prices shall remain valid for the period of time for which they are displayed on the e-shop's web interface. This provision does not restrict the possibility of the Seller to enter into a Contract under individually agreed conditions.

3.3 When ordering a tour in the e-shop, the Customer shall particularly select the date and time of the tour (and place it into the "basket"), the location of the tour, the number of persons, the language of the tour, and the payment method for the tour (hereinafter collectively referred to as "an order").

3.4 If the Customer provides untruthful data when entering into a Contract (e.g. the Customer claims a discount on the price to which he/she is not entitled), the Seller shall be entitled to withdraw from the Contract with immediate effect. The Seller is entitled to verify the Customer's claim to a discount on the admission price (e.g. by way of a student ID card, national ID card, or health insurance cards proving the age of children).

3.5 Before sending an order to the Seller, the Customer is able to check and change the data that he/she has entered in the order form, thereby giving the Customer the opportunity to find and correct any errors made when entering data in the order form in the e-shop. The Seller shall deem the data provided in the order form to be correct. Immediately after receiving an order form, the Seller shall inform the Customer of receipt by sending a confirmation e-mail to the e-mail address provided in the user interface (hereinafter referred to as "the Customer's e-mail address").

3.6 The Seller is always entitled, depending on the nature of the order, (quantity, purchase price, etc.) to ask the Customer for additional order confirmation with a proposal to modify the contractual conditions and/or with additional information (by e-mail, by telephone or by letter).

3.7 A contractual relationship between the Seller and the Customer shall come into being upon confirmation of acceptance of an order, which the Seller sends to the Customer's e-mail address.

3.8 The Customer agrees to the use of remote means of communication when entering into a Contract. Costs incurred by the Customer when using remote means of communication in connection to entry into a Contract (charges for an internet connection, phone calls, etc.) shall be paid by the Customer, where such costs will not differ from the standard rate (the Seller shall not add any charges for the use of such services).

3.9 It is no longer possible to alter an order once the purchase price has been paid. Online payments can be made up to 1 week before the date of the tour at the latest. If payment is not made online, the Customer shall pay for the tour once at the museum (by cash in Czech crowns or by debit/credit card).

4 PRICE AND TERMS OF PAYMENT

4.1 The Customer can pay the Seller the price of a tour including VAT pursuant to a Contract by one of the following methods:

- MasterCard or Visa card payment via a secure online payment gateway
- card payment at the ŠKODA Muzeum cash desk (MasterCard, Visa or Amex)
- cash payment at the ŠKODA Muzeum cash desk (in Czech crowns only)

4.2 The Seller reserves the right to cancel bookings already made, or to change the date of the booking.

4.3 If it is customary in business relations or if it is stipulated by generally binding legislation, the Seller shall issue an invoice to the Customer for payments made under the Contract. The Seller is a VAT payer.

5 WITHDRAWAL FROM THE CONTRACT

5.1 Consumers are aware, pursuant to Section 1837 of the Civil Code, that it is not possible to withdraw from contracts entered into via an e-shop if they are contracts for:

- transport or leisure-time activities if the operator provides such performances at a specified date and time (tickets or e-tickets).

5.2 The Seller shall be entitled to withdraw from the Contract at any time up until the Customer takes the tour of ŠKODA Muzeum and the ŠKODA AUTO a. s. factory, particularly in the event of operational changes or other unexpected events. In such cases, the Seller shall refund the purchase price to the Customer without delay by automatic bank transfer to an account specified by the Customer.

6 SHIPPING AND DELIVERY

6.1 The Seller shall provide or mediate the following means of delivering products:

- delivery by electronic means of communication (e.g. e-tickets or e-mail confirmation of a booking).

7 OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1 The Seller is not bound to the Customer by any code of conduct pursuant to Section 1826(1)(e) of the Civil Code.

7.2 For the purposes of consumer protection, the Seller is deemed to be an entrepreneur pursuant to Section 420(2) of the Civil Code. Trade control is carried out within the scope of its competences by the relevant trade licensing office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, to a limited extent, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

7.3 The Customer hereby assumes the risk of a change in circumstances in accordance with Section 1765(2) of the Civil Code.

8 VISITOR RULES

8.1 The Terms and Conditions also include the [ŠKODA Muzeum Visitor Rules](#), which the Customer (hereinafter also referred to as “the Visitor”) is obliged to respect on all parts of the premises to which he/she gains access based on an order and payment of the purchase price for a tour, or for any other reason.

9 FINAL PROVISIONS

9.1 These Terms and Conditions have been drawn up in Czech, English and German. In the event of discrepancies between the language versions, the Czech version shall prevail.

9.2 Relationships and potential disputes which arise on the basis of a Contract shall be governed exclusively by Czech law and by the competent courts of the Czech Republic. If a relationship established under a Contract contains an international (cross-border) element, the Parties agree that such a relationship shall be subject to Czech law.

9.3 The competent authority for out-of-court settlements of consumer disputes ensuing from a purchase contract shall be the Czech Trade Inspection Authority based at the address: Štěpánská 567/15, 120 00 Prague 2; Company ID No.: 000 20 869; www.coi.cz. Before proceeding to an out-of-court settlement of a dispute, the Seller recommends first contacting the Seller via its e-mail or telephone support lines, or by other personal or written means of negotiating with the Seller.

9.4 Contracts shall be entered into and written in Czech. In the event that a translation of a Contract is produced for the needs of the Customer, the original Czech language version of the Contract shall prevail for resolving any disputes on the interpretation of terms.

9.5 The Terms and Conditions and all of their parts are valid and effective as of 1 January 2020 and supersede any prior versions of the Terms and Conditions, including all of their parts.

9.6 If any provisions of the Terms and Conditions are or become invalid or ineffective, such invalid or ineffective provisions shall be replaced by provisions whose meaning is as close as possible to the original provisions. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Amendments and additions to a purchase contract or the Terms and Conditions require written form.