TERMS & CONDITIONS

of the Škoda Museum operated by 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 tickets and season tickets (hereinafter referred to as "Products") through an online shop on museum.skoda-auto.cz and through the Seller's points of sale (hereinafter also referred to as "the Seller's Ticket Offices").

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 the Škoda Museum operated by Škoda Auto a.s., a company with its registered office at 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") or the Seller's Ticket Offices. The Online Shop is operated by the Seller on museum.skodaauto.cz, and after completing the initial stage of booking, ordering and/or shopping, the Buyer moves over to an online shopping basket at ColosseumTicket, a booking and sales system run by Perfect System, s. r. o. (hereinafter collectively referred to as "the Website"). The Website also contains information about the Seller's Ticket Offices and sales-relevant organisational units, as well as other information about the Seller's business.

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.: 29360

T.: +420 326 8 32038 Email: muzeum@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 A "Standard Ticket" is a ticket printed in the Seller's Ticket Office or at a point of sale run by of one of the Seller's contracted dealers. An "E-Ticket" is a ticket that the Buyer receives in PDF format, ready for printing on a printer, always after ordering (a Product) and making a payment via the Seller's Online Shop.
- 1.8 Season Tickets also take the form of Standard Tickets and E-Tickets.
- 1.9 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 Based on the Buyer's registration made on the Website, the Buyer can access their user interface (hereinafter referred to as the "User Account"). From its user interface, the Buyer can add Products to the online shopping basket and choose the methods of delivery and payment. The Seller offers various methods of payment and delivery for various types of Products, depending on the Seller 's operational capabilities and resources, the time of purchase and the conditions in place; furthermore, the Seller requires the Buyer to register, offering various registration formats (quick simple registration, full registration).
- 2.2 When registering on the Website and ordering and buying Products, 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.

- 2.3 The Seller may revoke the User Account or restrict access to it, particularly if the Buyer has not used their User Account for more than 2 years and also if the Buyer violates the Terms & Conditions and their obligations arising under the Purchase Agreement.
- 2.4 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 Customer and for the purpose of offering Škoda products and services, checking customer 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 Customer 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 +420 326 832 038 or by e-mail at muzeum@skoda-auto.cz.

2.5 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 buying 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: – Payment in cash/by card in the Seller's Ticket Office; – Payment in advance by bank transfer; – Payment by MasterCard or Visa via a secure online payment gateway (online card).
- 4.2 Individual payment methods are offered and accepted depending on the current availability or the Product concerned and the time of purchase. The Buyer respects the options offered in the web interface and the online shopping basket, especially when combining purchases of various types of Products. Information about the delivery point and the time of delivery of a particular prepaid Product/about delivery points and the times of delivery of prepaid Tickets, as well as information about the Product collection deadline is part of the information provided in the shopping basket and part of the Seller's order acceptance message.
- 4.3 Products can usually be booked via the web interface or by phone for a later purchase, usually for a period of three calendar days. Reservations are usually no longer possible less than 48 hours before the performance in question; only direct purchases of Tickets through the web interface and in the Seller's Ticket Office are possible. Reservations made earlier are made with a reduced validity period so as not to reach into the 48-hour period prior to the performance concerned.
- 4.4 The Seller reserves the right not to allow, permanently or temporarily, reservations for selected items or performances and to offer Tickets for such performances only in direct sales mode,

while also reserving the right to cancel bookings already made if the Seller considers them to be speculative, useless, repetitive and thus preventing other spectators from purchasing or booking Tickets. In the event of giving or donating an E-Ticket to any third party, the Buyer is obliged to inform the transferee that should the performance in question be eventually cancelled, the Seller will refund exclusively the party that bought the Ticket.

- 4.5 Where making a payment by bank transfer, the Buyer is obliged to state the correct variable symbol when paying the Product purchase price. In cases of bank transfer payments, the Buyer's obligation to pay the purchase price is considered met upon crediting the relevant amount to the Seller's account.
- 4.6 Discounts on Product prices granted by the Seller to the Buyer, if any, cannot be combined. Discounts are offered to specific groups of buyers, especially on Tickets, but may also be offered on any other Products under time-limited discount campaigns. The type and amount of any Ticket discount is printed on the Ticket concerned, and the auditorium staff are entitled to ask the Buyer to prove their entitlement to such discount when entering the auditorium in cases that are subject to proof of entitlement to receive such discount (appropriate age, possession of the appropriate ID, etc.).
- 4.7 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:

a) Services, where such services have been provided in full; in the event of a service against payment, the above only applies on condition that the service provision process began, with prior express consent from the Consumer concerned, before the expiry of the contract withdrawal period and that the Seller informed the Consumer before the contract execution that the provision of the deliverables in question would extinguish the right to withdraw from the contract;

b) Delivering goods or services the price of which depends on financial market fluctuations that are independent of the Seller's will and that may occur during the contract withdrawal period;c) 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 Unless it is a case referred to in Article 5.1 or another case in which withdrawing from the Purchase Agreement is not possible, the Consumer, as long as they are not an Entrepreneur, has the right to withdraw from a Purchase Agreement agreed through the Online Shop within fourteen (14) days of receiving the respective goods, under Section 1829, paragraph 1 of the Civil Code, and where the Purchase Agreement covers multiple types of Products or multiple deliveries, the aforementioned period starts on the date of receiving the last delivery. The notice of withdrawal from the Purchase Agreement shall be sent to the Seller within the period specified in the previous sentence. The Buyer may deliver the notice of withdrawal from the Purchase Agreement in person, in writing or by e-mail (see Chapter 11 Contact, collection and delivery points). In the event of withdrawal from the Agreement, the Consumer concerned shall bear the costs of returning the goods.

- 5.3 Consumers are obliged to send notices of withdrawal from the Agreement by email at <u>muzeum@skoda-auto.cz</u>or in a registered letter sent to the Škoda Museum, 294 Tř. Václava Klementa, 293 01 Mladá Boleslav II, 293 01 Mladá Boleslav, The Agreement Withdrawal Form can be downloaded <u>HERE</u>.
- 5.4 Where a purchase of Products leads to making a Purchase Agreement in the Seller's Ticket Office only on the basis of a prior reservation in the Online Shop, whether by e-mail or by phone (without executing a Purchase Agreement in the Online Shop) or without any prior reservation in the Online Shop, whether by e-mail or by phone, the Consumer in question cannot withdraw from such Purchase Agreement.
- 5.5 In the event of withdrawal from the Purchase Agreement under Article 5.2 of the Terms & Conditions, the Purchase Agreement will be revoked from the outset. If the Buyer withdraws from the Purchase Agreement, the Buyer bears the costs of returning the Products concerned to the Seller, including if the goods cannot be returned by post as usual due to their nature. In the event of withdrawal from the Purchase Agreement, the Buyer agreement, the Buyer is only entitled to the lowest amount of refund offered for the money paid for transport.
- 5.6 In the event of withdrawal from the Agreement pursuant to Article 5.2 of the Terms & Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract in the same manner as the Seller received them from the Buyer. The Seller is also entitled to return deliverables provided by the Buyer already upon return of goods by the Buyer or in some other way, as long as the Buyer agrees. If the Buyer withdraws from the Purchase Agreement, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods to him.
- 5.7 The Seller is entitled to unilaterally set off Product-relevant damage compensation claims against the Buyer's purchase price reimbursement claims.
- 5.8 The Seller is entitled to withdraw from the Purchase Agreement at any time until the Buyer has taken over the Product concerned. In such case, the Seller refunds the purchase price to the Buyer without undue delay, cashless, to an account designated by the Buyer.

- 5.9 Where a gift is given to the Buyer together with a Product, the donation agreement between the Seller and the Buyer includes a withdrawal condition under which if the Buyer withdraws from the Purchase Agreement, the donation agreement in respect of such gift ceases to be effective and the Buyer is obliged to return the gift together with the Product to the Seller.
- 5.10 The Seller will not accept back Tickets already purchased and will not exchange them for any other Tickets, whatever the reason for such requested exchange or cancellation. When making a purchase, the Buyer is obliged to check all information relating to the performance (event) for which they are buying a Ticket - place, date, time, location of the seat in the auditorium, visibility from such seat, price, discount entitlement - and to consider whether to take out commercial insurance with a third party (usually an insurance company) in the event of necessary cancellation, for example due to illness. The Seller does not arrange such insurance. No compensation will be provided for Tickets lost.
- 5.11 Right of programme and/or cast changes (hereinafter referred to as "Performance Change") reserved. The provisions of paragraph 5.9 apply to a Performance Change taking the form of an alternative performance taking place on the same day and at the same time.
- 5.12 Where a performance is cancelled, a refund or exchange of Tickets for another performance may be requested from the date of the cancellation notice until seven (7) days after the originally scheduled date. Tickets purchased online by card are refunded automatically within 14 days of the date of the performance cancellation notice, using a return transaction via a secure payment gateway.

6 TRANSPORT AND DELIVERY

6.1 The Seller provides or arranges the following Product delivery methods: Collection in person at the Seller's points of sale;-

-Delivery by means of electronic communication (e-ticket, e-content).

The choice of transport and delivery methods offered in individual cases depends on the current availability, the Product in question and/or the time of purchase. The Buyer respects the options offered in the web interface and the online shopping basket, especially when combining purchases of various types of Products. Information about the delivery point and the time of delivery of a particular prepaid Product/about delivery points and the times of delivery of prepaid Products, is part of the information provided in the shopping basket and part of the Seller's order acceptance message.

6.2 Where the Buyer fails to collect a purchased Product within the collection period specified individually for each Product and always stated in the shopping basket, the goods will be returned to the Seller without any compensation to the Buyer.

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 is free from defects upon receipt. In particular, the Seller is responsible to the Buyer for ensuring that each Product: 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 Customer 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 Other rights and obligations of the Contracting Parties relevant to the Seller's responsibility/liability for defects may be governed by the Seller's Complaint Rules available on museum.skoda-auto.cz
- 7.9 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.
- 7.10 Where a defective performance is a material breach of the Purchase Agreement, the Buyer is entitled to the following:

 Eliminating the defect by delivering a new, defect-free item or delivering all missing items, if any;

- Eliminating the defect by repairing the item concerned;
- Providing a reasonable discount on the purchase price;
- Withdrawing from the Agreement
- 7.11 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.
- 7.12 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.
- 7.13 Where the Buyer is a Consumer, they are entitled to require a reasonable discount or to withdraw from the Purchase Agreement in cases where:
 - The Seller has refused or failed to remedy a particular defect;
 - A particular defect reoccurs;
 - A particular defect is a material breach of the Agreement, or
 - 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.
- 7.14 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 is 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.

- 7.15 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.
- 7.16 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.
- 7.17 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:

 Where the condition of the items concerned has changed as a result of conducting a defect identification inspection;

-Where the Buyer had used the item concerned before the defect was found;

-Where the Buyer has not made it impossible to return the item in unaltered condition by an act or omission;

-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..

- 7.18 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.
- 7.19 The Seller assumes no responsibility and provides no guarantees for the Buyer's perception of the artistic value of any performance.

8 OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1 The Buyer acquires ownership of a Product by paying the full purchase price.
- 8.2 The Seller is not bound by any codes of conduct in relation to the Buyer under Section 1820, paragraph 1n of the Civil Code.

- 8.3 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.
- 8.4 The Buyer hereby assumes the risk of changed circumstances under Section 1765, paragraph 2 of the Civil Code.

9 CONTACT, COLLECTION AND DELIVERY POINTS

- 9.1 Telephone support, Product-relevant purchase assistance and Product-relevant information is provided by the Seller 7 days a week (Mon-Sun), 9 AM -5 PM on +420 326 8 32038. The Seller reserves the right to restrict operation in times of emergencies, for operational reasons and during the summer holiday period.
- 9.2 The collection (delivery) point for Products ordered in the Online Shop is the Seller's Ticket Office (Škoda Museum, 294 tř. Václav Klementa, Mladá Boleslav) within its standard operating hours (Mon - Sun, 9 AM - 5 PM).
- 9.3 Products can also be purchased without prepayment in the Online Shop, i.e. directly in the Seller's Ticket Office referred to above.
- 9.4 The Buyer receives an email about any Product that is ready for collection in person.
- 9.5 In the event of an order that has been prepaid online and is ready for collection in person, the Seller may require the person collecting such order to show their ID card or passport as part of the Seller's damage prevention policy and their crime proceeds laundering prevention policy. If the person collecting the order fails to show a relevant document, the Seller may refuse to deliver the goods.
- 9.6 When purchasing Products or on other appropriate occasions, the Buyer may receive additional Seller contact details (additional telephone numbers, e-mail addresses, etc.), in particular when purchasing subscriptions or using other loyalty programmes or if the Buyer is an Entrepreneur.

10 VISITOR RULES

10.1 These Terms & Conditions include the 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 Ticket or for any other reason.

11 FINAL PROVISIONS

- 11.1 These Terms & Conditions are drawn up in Czech and English, 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 (ADR) 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. (IČ): 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 of 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 01 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.