

# 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, for sales of excursions to the Škoda Museum and the Škoda Auto a. s. plant (hereinafter referred to as "Excursions") through an online shop on <https://museum.skoda-auto.cz/prohlidky/rezervace-prohlidek>.

## 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 Customer and the Seller (hereinafter also referred to as the "Contracting Parties") that arise in connection with or under a service agreement (hereinafter referred to as the "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://museum.skoda-auto.cz/prohlidky/rezervace-prohlidek> (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.: +420 326 832 038

E-mail: [muzeum@skoda-auto.cz](mailto:muzeum@skoda-auto.cz)

- 1.2 The Customer 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 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 Customer acknowledges that the Seller considers them to be an Entrepreneur.
- 1.3 By placing an order, the Customer confirms that they have read the Terms & Conditions before entering into the Agreement and that they agree to the Terms & Conditions version that is in force and effect at the moment of creating the order. The Customer also receives a copy of the Terms & Conditions to the Customer-specified e-mail address, as an attachment to the order confirmation message.
- 1.4 The provisions of the Terms & Conditions are an integral part of the Agreement. Provisions deviating from the Terms & Conditions may be agreed in the Agreement. Deviating provisions in the Agreement take precedence over provisions of the Terms & Conditions.
- 1.5 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.

- 1.6 The standard operating hours of the Online Shop are 24 hours a day, 7 days a week. The Customer 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 an Excursion on the Website, the Customer is obliged to provide all personal data correctly and truthfully and to inform the Seller of any changes. The Customer 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 Customer'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 Customer 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 Customer. If the Customer does not wish to receive information about offers of products and/services, the Customer informs Škoda Auto accordingly via the Company's information line on +420 326 832 038 or by e-mail at [muzeum@skoda-auto.cz](mailto:muzeum@skoda-auto.cz).

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

## **3 EXECUTING THE AGREEMENT**

- 3.1 All presentations of Excursions placed on the web interface of the Shop are of informative nature, and the Seller is not obliged to enter into any the 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 Excursions. The prices of Excursions 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 Agreement under individually agreed terms.
- 3.3 When ordering Excursions in the Online Shop, the Customer selects, in particular, the Excursion date ("puts" it into the online basket), the Excursion location, the number of persons to attend, the Excursion language and the method of payment (of the price); collectively, this is also referred to as the "Order" herein below.

- 3.4 Should the Customer provide false information when executing the Agreement (e.g. the Customer is not entitled to a reduced admission fee), the Seller is entitled to withdraw from the Agreement with immediate effect. The Seller is entitled to check the Customer's eligibility for reduced admission (e.g. a student ID card, ID card, health insurance cards that show the age of children, etc.).
- 3.5 Before sending their Order to the Seller, the Customer can check and change the data that the Customer has entered into the Order, including with regard to the fact that it is generally possible for the Customer 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 Customer by sending an email to the Customer's email address specified on the user interface (hereinafter referred to as the "Customer's Email Address").
- 3.6 Depending on the nature of the Order (quantity, purchase price), the Seller is always entitled to request the Customer 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).
- 3.7 The contractual relationship between the Seller and the Customer is established by delivering the Order receipt confirmation (Order acceptance message) which is sent by the Seller to the Customer by email to the Customer's Email Address.
- 3.8 The Customer agrees to the use of remote means of communication when executing the Agreement. Any costs incurred by the Customer when using remote means of communication to execute the Agreement (internet connection costs, telephone call costs, etc.) shall be borne by the Customer, and such costs do not differ from the basic rate (the Seller does not charge any fees for these services).
- 3.9 Once the Excursion price has been paid, it is no longer possible to change the respective Order in any way. Online payment can be made no later than 1 week before the Excursion concerned. Where the payment is not made online, the Customer pays the Excursion price on the spot (cash in CZK / by card).

#### **4 PRICE AND TERMS OF PAYMENT**

- 4.1 The Excursion price (inclusive of VAT) under the Agreement can be paid by the Customer to the Seller as follows:
- MasterCard or Visa via a secure online payment gateway ("online card payment");
  - Payment card at the Škoda Museum ticket office;
  - Cash at the Škoda Museum ticket office (CZK only).
- 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 Customer in respect of payments made under the Agreement. The Seller is a VAT payer.

#### **5 WITHDRAWING FROM THE 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 Until a particular Excursion to the Škoda Museum / Škoda Auto a. s. plant is completed by the Customer, the Seller is entitled to withdraw from the Agreement at any time, primarily on account of operational changes or other unexpected events. In such case, the Seller refunds the purchase price to the Customer without undue delay, cashless, to an account designated by the Customer.

## **6 TRANSPORT AND DELIVERY**

- 6.1 The Seller provides or arranges the following product delivery methods:
- Delivery by means of electronic communication (e.g. in the form of an e-ticket or booking confirmation).

## **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 Customer for ensuring that each purchased product is free from defects upon receipt. In particular, the Seller is responsible to the Customer 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 Customer 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 Customer is not entitled to any rights from defective performance if it is the Customer 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 Customer 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 Customer. The Customer is obliged to report any defect without undue delay after the Customer 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 Customer.

- 7.7 The Seller informs the Customer 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](http://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 Agreement, the Customer 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.
- 7.11 The Customer informs the Seller which of these rights they have chosen - when reporting the defect or without undue delay after reporting the defect. The Customer cannot change the choice they have made without consent from the Seller. The above does not apply where the Customer 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 Customer that the Seller will not remedy such defects, the Customer may require a reasonable discount on the purchase price in lieu of remedying the defects or may withdraw from the Agreement. Where the Customer 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 Customer 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 Customer 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 Customer may require a discount on the purchase price or may withdraw from the Agreement. A choice already made by the Customer cannot be changed without the Seller's consent.
- 7.13 Where the Customer is a Consumer, they are entitled to require a reasonable discount or to withdraw from the 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 Customer.

- 7.14 Where the Customer 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 Customer 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 Customer could have found it by putting in reasonable care, but not later than within two years after delivery.
- 7.15 Where the Customer 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 Customer 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 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 Customer 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 Customer cannot withdraw from the 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 Customer had used the item concerned before the defect was found;
  - c) Where the Customer has not made it impossible to return the item in unaltered condition by an act or omission;
  - d) Where the Customer 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 Customer shall return to the Seller what can still be returned and shall compensate the Seller to the extent to which the Customer has benefited from using the item.
- 7.18 For the sake of customer protection, where the Customer 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 OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 8.1 The Seller is not bound by any codes of conduct in relation to the Customer under Section 1820, paragraph 1n of the Civil Code.
- 8.2 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.

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

## 9 VISITOR RULES

9.1 These Terms & Conditions include the [Škoda Museum Visitor Rules](#) which the Customer (hereinafter also referred to as the "Visitor") is obliged to comply with on all premises which they are entitled to access upon ordering and paying the Excursion price or for any other reason.

## 10 FINAL PROVISIONS

10.1 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.

10.2 All relationships and any disputes that may arise from the Agreement shall be addressed and settled exclusively under Czech law, by Czech courts of relevant jurisdiction. Where a relationship established by the Agreement comes with an international (foreign) element, the Contracting Parties agree that such relationship is to be governed by Czech law.

10.3 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](http://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](mailto: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.

10.4 The Agreement is made in the Czech language. If the text of the Agreement is translated for the Customer, in the event of a dispute over the interpretation of individual provisions the interpretation of the Agreement in the Czech language shall prevail.

10.5 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.

10.6 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.