

TERMS AND CONDITIONS

of the company

STOA-Zahradni minigolf s.r.o.

Srbkova 3/1, Zlonin, 250 64

ID no.: 24696692

registered in the Company Register of the Municipal Court in Prague, Section C, File no. 166877,

for the sale of goods online at <https://www.stoa-games.com>

1. PRELIMINARY PROVISIONS

- 1.1. These Terms and Conditions of STOA-Zahradni minigolf s.r.o, based in Srbkova 3/1, postcode 250 64, Czech Republic, Identification no.: 24696692, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File no. 166877 (hereinafter referred to as "Seller") govern, in accordance with Article 1751 Section 1 of the Civil Code (no. 89/2012 Coll.), the mutual rights and obligations arising in connection with or pursuant to the Purchase Agreement concluded between the Seller and any other natural person (hereinafter referred to as "Buyer") through the Seller's online shop. The online shop operated by the Seller is located at <https://www.stoa-games.com> (hereinafter referred to as "website") via a web interface (hereinafter referred to as "web interface").
- 1.2. The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who acts in pursuance of their business or other entrepreneurial activity.
- 1.3. Provisions divergent from the Terms and Conditions may be agreed on in the Purchase Agreement. The provisions in the Purchase Agreement shall prevail over the provisions of the Terms and Conditions.
- 1.4. Provisions of the Terms and Conditions are an integral part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are written in English. The Purchase Agreement can be concluded in English.
- 1.5. The Seller reserves the right to amend the Terms and Conditions. This provision shall not affect the rights and obligations arising from the previous Terms and Conditions whilst effective.

2. USER ACCOUNT

- 2.1. The Buyer may access their user interface upon registration on the website. Using the user interface, the Buyer may place orders and purchase goods. The Buyer may also place orders and purchase goods without the registration directly from the website if the web interface allows it.

- 2.2. When registering and ordering goods, the Buyer is obliged to provide true and correct information only. The Buyer must keep all data related to the user account up-to-date. The information provided by the Buyer in the user account at the time of ordering goods is deemed correct.
- 2.3. The access to the user account is secured by username and password. The Buyer is fully responsible for confidentiality of the credentials (username and password).
- 2.4. The Buyer shall not allow the use of the user account to third parties.
- 2.5. The Seller may terminate or suspend any user account, especially if it was not used by the Buyer for more than one year, or if the Buyer breaches the obligations under the Purchase Agreement (including the Terms and Conditions).
- 2.6. The Buyer acknowledges that the user account may not be available continuously, especially due to and with regard to necessary hardware and software maintenance by the Seller or a third party.

3. CONCLUSION OF THE PURCHASE AGREEMENT

- 3.1. Any piece of information related to the presentation of goods placed on the website is merely informative and the Seller is not obliged to conclude a Purchase Agreement with respect to this product. The provision of Article 1732, Section 2 of the Civil Code does not apply.
- 3.2. The web interface contains information on goods, including the prices of individual goods. The prices are VAT inclusive and include also all other related charges. The prices of goods are current and valid as long as they are displayed in the web interface. This provision does not limit the Seller to conclude a Purchase Agreement under individually negotiated conditions.
- 3.3. The web interface also contains information on the costs associated with packaging and delivery. The information on packaging and delivery costs apply only to delivery of goods within the European Union.
- 3.4. To order goods, the Buyer is required to fill in an order form on the website. The order form contains particularly the following information about:
 - 3.4.1. the ordered goods (the Buyer "adds" the ordered goods to an electronic shopping cart in the web interface),
 - 3.4.2. the method of payment of the purchase price, details on the method of delivery of the ordered goods, and
 - 3.4.3. the information related to the costs associated with the delivery of the goods (hereinafter collectively referred to as "order").
- 3.5. Before placing the order, the Buyer is allowed to check and change the data related to the order, so as to the information provided is correct. The Buyer places the order by clicking on "ORDER". The information provided by the Buyer at the time of ordering goods is deemed correct.

- 3.6. Placing the order constitutes an act by which the Buyer clearly identifies themselves as a person, the goods to be purchased, the purchase price, payment method; this act represents a mutually binding draft of the Purchase Agreement. The condition of validity of the order is to fill all the required information in the order form, to familiarize with these Terms and Conditions on the website and to confirm the fact that the Buyer accepts these Terms and Conditions.
- 3.7. The Seller shall promptly confirm the receipt of the order by sending a confirmation e-mail at the Buyer's e-mail address specified in the web interface or in the order (hereinafter referred to as "Buyer's e-mail address").
- 3.8. The Seller is always entitled, depending on the character of the order (quantity of goods, purchase price, estimated shipping costs), to ask the Buyer for additional confirmation (for example in writing or by phone).
- 3.9. The draft of the purchase agreement in the form of the order is valid for fifteen days.
- 3.10. The contractual relationship between the Seller and the Buyer is formed based on the acceptance of the order, which is sent by the Seller to the Buyer via e-mail at the Buyer's e-mail address.
- 3.11. If any of the requirements specified in the order cannot be met, the Seller shall send the Buyer an adjusted offer including the information on alternatives of the order and shall await the Buyer's statement.
- 3.12. The adjusted offer is considered a new draft of the Purchase Agreement, which in such a case is not concluded until accepted by the Buyer via e-mail.
- 3.13. The Buyer agrees to the use of distance communication in concluding the Purchase Agreement. Costs related to the use of distance communication in connection with the conclusion of the Purchase Agreement (Internet, phone calls) are borne by the Buyer and these costs do not differ from the standard rates.

4. PURCHASE PRICE AND PAYMENT TERMS

- 4.1. The Buyer may pay the price of goods and any costs associated with the delivery of goods under the Purchase Agreement in the following ways:
 - payment in cash at the place of business - address: Srbkova 3/1, postcode 250 64;
 - bank transfer to the Seller's account IBAN: CZ60 2010 0000 0023 0175 4980, BIC: FIOBCZPPXXX, held by Fio Banka a.s., based in V celnici 10, Praha 1 (hereinafter referred to as "Seller's account");
- 4.2. Along with the purchase price, the Buyer shall pay the costs associated with packaging and delivery at an agreed rate. Unless expressly stated otherwise, the purchase price further includes the costs associated with the delivery of goods.
- 4.3. The seller does not require any deposit or prepayment. This is without prejudice to the provision of Art. 4.6. of the Terms and Conditions concerning the obligation to pay the purchase price in advance.

- 4.4. In the case of bank transfer, the purchase price is due for payment within 7 days from the conclusion of the Purchase Agreement.
- 4.5. In the case of bank transfer, the Buyer is obliged to pay the purchase price using the variable symbol of the payment. In the case of bank transfer, the Buyer's obligation to pay the purchase price is met as soon as the payment is received on the aforementioned Seller's account.
- 4.6. The seller has the right to demand the payment of the full purchase price before dispatching the goods to the Buyer, especially if the Buyer does not provide an additional confirmation of the order. The provision of Article 2119, Section 1 of the Civil Code does not apply.
- 4.7. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined.
- 4.8. Based on generally binding legal regulations, with respect to payments made under the Purchase Agreement, the Seller shall provide the Buyer with an invoice/receipt. The Seller is a payer of value added tax (VAT). The invoice/receipt shall be issued upon payment of the purchase price and shall be sent electronically to the Buyer's e-mail address, or a copy should be enclosed to the consignment.

5. WITHDRAWAL FROM THE AGREEMENT

- 5.1. The Buyer acknowledges that pursuant to Article 1837 of the Civil Code, it is not possible to withdraw from the Purchase Agreement related to:
 - 5.1.1. the supply of goods the price of which depends on fluctuations of financial markets beyond the control of the Seller and which may occur during the period for withdrawal,
 - 5.1.2. the supply of alcoholic beverages, which can be delivered only after thirty days and the price of which depends on fluctuations of financial markets beyond the control of the Seller,
 - 5.1.3. the supply of goods that have been modified according to requirements of the Buyer;
 - 5.1.4. the supply of goods subject to rapid deterioration, as well as goods which after the delivery have been irrevocably mixed with other goods,
 - 5.1.5. the supply of sealed goods that has been unsealed by the Buyer and that is not possible to return due to hygienic reasons,
 - 5.1.6. the supply of audio or video recordings or computer programs, if their original packaging has been damaged,
 - 5.1.7. the supply of newspapers, periodicals or magazines,
 - 5.1.8. the supply of digital content, if not supplied on a tangible medium and if supplied with the prior express consent of the Buyer before the deadline for withdrawal from the agreement and if the Seller has informed the Buyer before concluding the

agreement that in such a case the Buyer is not entitled to withdraw from the agreement.

- 5.2. If it is not any of the cases under Art. 5.1., or any other case where it is not possible to withdraw from the agreement, the buyer has in accordance with Article 1829, Section 1 of the Civil Code the right to withdraw from the agreement within fourteen (14) days of receipt of goods. In the case that the subject of the agreement is the supply of several kinds of goods or several parts, the period for withdrawal from the agreement starts from the date of receipt of the last part of the order. The withdrawal from the agreement must be sent to the Seller within the period mentioned therein.
- 5.3. The Buyer may use for the purposes of withdrawal from the agreement a form provided by the Seller, annexed to these Terms and Conditions. The Buyer should send the withdrawal form to the address of the Seller's place of business. Details on delivering are further provided in Art. 11. of these Terms and Conditions. The Seller shall promptly and without undue delay confirm the receipt of the withdrawal from the agreement.
- 5.4. In the case of withdrawal from the agreement pursuant to Art. 5.2. of these Terms and Conditions, the Purchase Agreement is cancelled. The goods must be returned to the Seller within fourteen (14) days from the withdrawal. If the Buyer withdraws from the agreement, the Buyer bears the cost associated with returning the goods to the Seller, even if the goods cannot be returned using common delivery services due to the character of the goods.
- 5.5. In the case of withdrawal from the agreement pursuant to Art. 5.2 of these Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days from the withdrawal in the same way as originally received from the Buyer. The Seller is also entitled to return the funds received from the Buyer upon receiving back the goods in a different way if agreed with the Buyer and without creating additional costs to the Buyer. If the Buyer withdraws from the agreement, the Seller is not obliged to return the funds to the Buyer before the Buyer returns the goods or proves that the goods have been already dispatched to the Seller.
- 5.6. The Seller is entitled to unilaterally offset a claim for damages caused to the goods against the Buyer's claim for refund of the purchase price.
- 5.7. Until the receipt of the goods by the Buyer, the Seller may withdraw from the Purchase Agreement at any time. In this case, the Seller shall return the purchase price without undue delay to the account designated by the Buyer.
- 5.8. If the Buyer, together with the goods, receives a present, based on a donation agreement between the Buyer and the Seller concluded under the Purchase Agreement, in the case of withdrawal from the agreement, the Buyer is obliged to return the provided present together with the goods.

6. TRANSPORT AND DELIVERY OF GOODS

- 6.1. If the way of transportation is negotiated based on special requirements of the Buyer, the Buyer bears the risk and additional costs associated with this way of transportation.
- 6.2. If the Seller is obliged, based on the Purchase Agreement, to deliver the goods to a place specified by the Buyer in the order, the Buyer is obliged to accept the goods on delivery.
- 6.3. If it is necessary, due to reasons caused or required by the Buyer, to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods and/or the costs associated with the different method of delivery.
- 6.4. On receipt of the goods from the carrier, the Buyer is obliged to check if the packaging is intact and in case of any defects immediately notify the carrier. In case of finding damages on the package indicative of unauthorized intrusion into the consignment, the Buyer may refuse to accept the consignment from the carrier.

7. RIGHTS RESULTING FROM DEFECTIVE PERFORMANCE

- 7.1. The rights and obligations of the parties regarding the rights resulting from defective performance shall be governed by the relevant legislation (including the provisions of Articles 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).
- 7.2. The Seller shall be liable to the Buyer for the condition of goods that, on delivery, should have no defects. In particular, the Seller is liable to the Buyer on receipt of the goods for:
 - 7.2.1. the goods having the quality and properties that the parties have agreed upon, that were promoted by the Seller or manufacturer or that might be expected by the Buyer based on advertising or the character of the goods, and/or guarantees that
 - 7.2.2. the goods are suitable for the purpose promoted by the Seller or typical for this kind of goods;
 - 7.2.3. the goods correspond to the quality or design of an agreed sample or model, if the quality and design was determined in accordance with the agreed sample or model,
 - 7.2.4. the goods is in correct quantity, measure or weight, and
 - 7.2.5. the goods comply with the legal requirements.
- 7.3. The provisions referred to in Art. 7.2. of these Terms and Conditions do not apply to goods sold at a lower price due to a defect for which the lower price was negotiated, to defects and wear of goods caused as a result of its common use, with used goods to defects adequate to the use or wear of the goods on receipt of the goods by the Buyer, or to defects resulting from the character of the goods.
- 7.4. If a defect occurs within six months of receipt of goods, it is deemed to have existed at the time of acceptance of the goods.

- 7.5. The rights from defective performance might be applied by the Buyer at the address of the place of business of the Seller upon the Seller receiving the claimed goods from the Buyer.
- 7.6. Other rights and obligations of the parties relating to the liability of the Seller for defects can be modified by the Complaints Procedure of the Seller.

8. OTHER RIGHTS AND OBLIGATIONS

- 8.1. The Buyer acquires the proprietary rights to the goods upon paying the purchase price.
- 8.2. The Seller is not, in relation to the Buyer, bound by any codes of conduct within the meaning of Article 1826, Section 1, Clause e) of the Civil Code.
- 8.3. The out-of-court settlement of disputes arising from the Purchase Agreement shall be conducted by the Czech Trade Inspection Authority (CTIA), based in Štěpánská 567/15, 120 00 Praha 2, Identification number: 000 20 869, Website: <http://www.coi.cz/en/>.
- 8.4. The Seller is entitled to sell goods based on a license issued by relevant legal authorities. Inspection is carried out by relevant Trade Licensing Authority. Personal data are processed in accordance to and supervised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, inter alia, the observance of Act no. 634/1992 Coll., Consumer Protection Act, as amended.
- 8.5. The Buyer herewith assumes the danger of changing circumstances within the meaning of Article 1765, Section 2 of the Civil Code.

9. PROTECTION OF PERSONAL DATA

- 9.1. Protection of personal data of natural persons (buyers) is provided by Act no. 101/2000 Coll., on the Protection of Personal Data, as amended.
- 9.2. The Buyer agrees with processing of the following personal data: first name and surname, address, identification number, tax identification number, e-mail address and phone number (hereinafter collectively referred to as "personal information").
- 9.3. The Buyer authorizes the Seller to process their personal information for the purpose of realization of rights and obligations under the Purchase Agreement and for the purposes related to the use of user account. If the Buyer does not choose otherwise, the Buyer also agrees with processing of their personal information by the Seller for the purposes of sending commercial messages and information. The consent to the processing of personal information in its entirety, according to this provision, is not a requirement that would alone make it impossible to conclude the Purchase Agreement.
- 9.4. The Buyer acknowledges that the personal information provided (during registration, in the user account, when ordering using the web interface) are correct and true. Furthermore, the Buyer is obliged to report to the Seller without undue delay any changes to this information.

- 9.5. The Seller may entrust a third party with the power to process personal information for them (hereinafter referred to as "Processor"). In addition to entities participating in delivering goods, the Seller shall not provide or share the personal information to third parties.
- 9.6. Any personal information shall be processed for an indefinite period. All personal information will be processed electronically in an automated manner or in printed form in a non-automated manner.
- 9.7. The Buyer confirms that the provided personal information is accurate and that they are aware of the fact that they provide the personal information voluntarily.
- 9.8. If the Buyer believes that the Seller or the Processor (Art. 9.5.) does process the personal information contrary to the principles of personal data protection or unlawfully, especially if the information is inaccurate with regard to the processing, the Buyer may:
 - 9.8.1. ask the Seller or the Processor for an explanation,
 - 9.8.2. ask the Seller or the Processor to correct such a situation and/or state of affairs.
- 9.9. If the Buyer requests any information regarding the processing of their personal information, the Seller is obliged to provide such information. Pursuant to the preceding provision, the Seller has the right to demand reasonable reimbursement of costs associated with the provision of such information.

10. COMMERCIAL INFORMATION AND COOKIES

- 10.1. The Buyer agrees to receive commercial information and e-mails containing information related to goods and services from the Seller.
- 10.2. The Buyer agrees with saving of cookies on their computer. If it is possible to make a purchase on the website and to fulfil the Seller's liabilities resulting from the Purchase Agreement without saving the cookies on the Buyer's computer, the Buyer can cancel their approval therein at any time.

11. NOTICES AND DELIVERY OF DOCUMENTS

- 11.1. Notices concerning the relations between the Seller and the Buyer, especially those related to the withdrawal from the agreement, must be delivered by mail as a registered letter, unless the Purchase Agreement states otherwise. Notices shall be delivered to the appropriate contact address of the party and shall be deemed received and effective upon their delivery by mail, except for notifications of withdrawal from the agreement made by the buyer, where the withdrawal is effective if it is sent by the buyer within the deadline for withdrawal.
- 11.2. Notices are deemed received also if the addressee rejects to receive it, if it was not collected within a specific time period, or if it was returned as undeliverable.

11.3. The parties may mutually deliver regular correspondence by e-mail at the e-mail address specified in the Buyer's user account or specified by the Buyer in the order, therefore at the e-mail address specified on the Seller's website.

12. FINAL PROVISIONS

- 12.1. If the contractual relationship resulting from the Purchase Agreement includes an international (foreign) element/entity, then the parties agree that the relationship will be governed in accordance with the Czech law. This does not affect the rights of consumers resulting from generally binding legislation.
- 12.2. If any provision of these Terms and Conditions is or becomes invalid or ineffective, then such a provision shall be replaced with a provision meaning of which is the closest to the invalid one. The invalidity or unenforceability of one provision is without prejudice to the other provisions. Amendments to the Purchase Agreement and/or Terms and Conditions shall be in a written form.
- 12.3. The Purchase Agreement including the Terms and Conditions is archived by the Seller in electronic form and is not accessible.
- 12.4. Annexed to these Terms and Conditions is the form for withdrawal from the agreement.
- 12.5. Seller's contact details: address - STOA-Zahradni minigolf, Srbkova 3/1, Zlonin, postcode 250 64, Czech Republic; e-mail address - info@stoa-games.com ; phone number: +420 731 589 638.

In Zlonin; January 1, 2023.