

Terms and Conditions

General Terms and Conditions

Basic data on e-commerce operators

ELTON hodinářská, a.s.

Náchodská 2105

549 01 Nové Město nad Metují

Company Reg. No.: 25931474

VAT No.: CZ25931474

The company is registered in the Commercial Register of the Regional Court in Hradec Králové, Section B, Insert 2007.

Contact information:

Tel.: +420 491 470 417

GSM: +420 777 847 020

Fax: +420 491 474 421

E-mail: info@prim.cz

Definitions

Consumer contract - a purchase contract, according to the Civil Code, where the contracting parties are the consumer on the one hand and the seller on the other.

Seller - a person who acts within the scope of their business or other entrepreneurial activity when concluding and fulfilling a contract. This concerns an entrepreneur who directly or through other entrepreneurs supplies the buyer with products or provides services.

Buyer/consumer - is a person who does not act within the scope of their business or other entrepreneurial activity when concluding and fulfilling the contract. This concerns a natural or legal person who purchases products or uses services for a purpose other than doing business with those products or services.

A binding confirmation of the order by the seller concludes a purchase contract between the seller and the buyer (consumer). The binding confirmation will then be confirmed to the buyer with a binding order confirmation.

Order placement and order cancellation

Anyone can search the price list in the ordering system without the need to register. All the information about the products is stated according to current data. However, the accuracy thereof cannot be

completely guaranteed. If the information stated is incorrect, the seller will meet their obligations under law by providing additional and correct information as soon as they are made aware of the issue, but no later than when they receive the order. In the event that the newly communicated data differs from the data specified in the price list of the ordering system, the consumer will be entitled to withdraw from the order (or from the purchase contract) by sending an email to info@prim.cz.

By sending the order, you agree to the stated terms and conditions, of which you are notified before the actual execution of the order. Order cancellation must be made in writing. You can cancel the order via email to the address info@prim.cz, within the period up until the delivery is received from the supplier by the transport company.

Terms of delivery

In the case of non-cash payment for goods, we ship the shipment after the amount due is credited to our bank account. The shipment will include proof of purchase of the goods, a warranty card and instructions for use in the Czech language. An integral part of the shipment is the consignment note of our contractual transport partner. We will issue you a complete tax document for the shipment if you provide the proper data needed to issue this document. For goods that we do not have in stock at the time of processing the order, we will find out the availability and delivery date from our suppliers. We will inform you about the fulfillment of the order as soon as possible via the contact email address you provided. If you require the fulfillment of the order in full and at once, i.e. in one shipment, state this in the "Note" field of the order form. In the case of the partial fulfillment of the order due to the unavailability of the ordered goods, the payment for the transport of the second package will be borne by the supplier.

Payment terms

The listed prices are valid at the time of ordering. The price for a confirmed order does not change. Prices are in CZK, including VAT.

You can pay for the order confirmed by us in one of the following ways:

- in cash upon personal collection at the company's (branch) offices in Nové Město nad Metují, Ostrava and Prague.
- by bank transfer in advance (in this case, wait for the invoice with payment details to be sent).

In the case of non-cash payment, and unless otherwise agreed, we will ship the goods no later than the day following the day on which the amount due is credited to our bank account.

Payment terms may vary depending on the type of goods / services ordered:

Customised production: After approval of the price offer, we send an invoice for 75% of the agreed price, including VAT. After receiving payment of the invoice, we will process the final graphic design of the watch and accessories, after approval of which we will start production. The delivery date of the watch is determined by the complexity of the order, but always set before the approval of a specific price offer.

Renovation programme: After approval of the price offer, we send an invoice for 100% of the agreed price, including VAT. After receiving payment of the invoice, we start the renovation work. The delivery date of the watch is determined by the complexity of the order, but always set before the approval of a specific price offer.

Repairs: After approval of the price offer, we send an invoice for 100% of the agreed price, including VAT. After receiving payment of the invoice, we start the repairs. The delivery date of the watch is determined by the complexity of the order, but always set before the approval of a specific price offer.

Shipping costs

- A. for goods paid cash on delivery, CZK 179 incl. VAT for packages up to 30 kg;
- B. for goods paid by bank transfer, CZK 129 incl. VAT for packages up to 30 kg;
- C. for goods delivered to Slovakia, CZK 299 incl. VAT for packages up to 30 kg;
- D. for goods delivered abroad (EU), outside Slovakia, the price of transport will be calculated according to the current price list of the carrier PPL;
- E. for goods delivered abroad outside the EU, the price of transport will be calculated according to the current price list of the carrier TNT;
- F. pick-up in person at the company's (branch) offices in Nové Město nad Metují, Ostrava and Prague is free of charge.

If the value of the wristwatch order is over CZK 10,000, postage and packaging are free within the Czech Republic. This is due to the insurance cover for valuable packages.

Receiving the goods

The ordered goods can be received:

- A. through the transport company PPL;
- B. in person at the company's (branch) offices in Nové Město nad Metují, Ostrava and Prague.

When receiving a shipment delivered through our contractual transport partner, we recommend checking the outer packaging of the shipment. In case of damage, do not accept the shipment and contact us.

Complaints about external damage to the shipment, of which we are notified after you have accepted it from our carrier, will be assessed on the basis of a consignment note signed by the buyer. The forwarding company usually delivers the shipment between 7.00 a.m. and 3.00 p.m. In the event that the addressee cannot be reached at the given delivery address, they are contacted by the forwarding agent via phone and a new delivery date agreed. The seller is responsible for the completeness of the undamaged delivery, whereby the costs of delivery of any missing goods are borne by the seller.

Liability for defects, warranty, complaints

The buyer's rights in relation to defective performance and stemming from the quality guarantee are governed by relevant generally binding legal regulations (in particular the provisions of § 2099 to § 2117 and § 2161 to § 2174 of the Civil Code).

We are obliged to deliver the goods in the agreed quantity, quality and design. The goods are considered defective if they do not have the agreed properties. The buyer's rights in relation to defective performance are based on the defect that the good has at the moment the risk of damage passes to the buyer. The moment at which the risk of damage passes to the buyer is the point at which they take over the goods.

We are responsible to the buyer for ensuring that the goods are free of defects upon receipt. If the defect becomes apparent within 6 months of receipt of the goods, the goods are considered to have been defective at the time of receipt.

In the event of a remediable defect, the buyer is entitled to have the defect removed without undue delay.

If this is not disproportionate due to the nature of the defect, the buyer may request the replacement of the goods, or if the defect concerns only a part of the goods, the replacement of the part. If neither of these options is possible, the buyer may request a reasonable discount on the price or withdraw from the contract. In the event of an irreparable defect that prevents the goods from being used properly, the buyer has the right to exchange the goods or may withdraw from the contract. The same rights apply to the buyer if the defects are remediable, but the buyer cannot properly use the goods due to the recurrence of the defect after repair or due to a large number of defects in the goods (in practice, the same third defect or any fourth defect is considered a reason to exercise liability for defects as in the case of an irreparable defect).

The buyer will inform the seller of which right they have chosen to exercise when notifying the seller of the defect, or without undue delay after notifying the seller of the defect. The choice made cannot be changed by the buyer without the consent of the seller; this does not apply if the buyer has requested the repair of a defect which proves to be irreparable.

The buyer's rights in relation to defective performance do not apply if the buyer knew before taking over the goods that the goods were defective, or if the buyer caused the defect themselves.

If the buyer did not report the defect without undue delay after they were able to detect it with timely inspection and sufficient care, they will not be granted their rights in relation to defective performance. In the case of a latent defect, the same applies if the defect was not reported without undue delay after the buyer could have discovered it with sufficient care, but no later than two years after the delivery of the goods.

The buyer exercises their rights arising from defective performance (complaint) at the registered address of the offices of the seller, by personal delivery or by sending a package with the defective goods (not cash on delivery). When making a complaint, it is necessary to supply the proof of purchase (receipt or invoice - tax document), warranty card and the defective goods to which the complaint relates. We are committed to resolving complaints immediately upon receipt of the defective goods, whereby the resolution of the complaint is always based on the legal requirement chosen by the buyer according to the nature of the defect. In the event that the buyer does not choose a legal method for handling the complaint, by marking the method of settlement in the complaint protocol, or if this method is not supported by law, the seller chooses the legal method of handling the complaint at its own discretion. The buyer will be informed about the method of handling the complaint accordingly.

The seller is obliged to issue a written confirmation to the buyer about exercising their rights in relation to defective performance. This must contain information on when the buyer exercised their right, what the content of the complaint is (description of the defect) and what method the buyer has chosen for

handling the complaint. The seller is subsequently obliged to issue the buyer a confirmation of the date and the manner of handling the complaint; if a repair is made, then also a confirmation of the repair and its duration.

Complaints can be made within 24 months from the date of receipt of the goods.

Complaints during the warranty period do not apply to defects in the goods caused by:

- A. normal wear and tear with proper use;
- B. unprofessional use contrary to the instructions for use;
- C. using a different type of power supply than specified in the manual;
- D. mechanical damage, impact damage from falls and wear;
- E. natural disasters (water, fire,...).

The following are excluded from the warranty:

- A. batteries (wear caused by normal use)
- B. strap (leather, rubber, metal).

Returning the goods

Under a distance purchase contract (via the Internet), you can withdraw from the purchase contract (without giving a reason and without penalty) within 14 days of receiving the goods. Notification of withdrawal from the contract must be delivered within 14 days of receipt of the goods, electronically to the address info@prim.cz or in writing to the address:

ELTON hodinářská, a.s.
Náchodská 2105
549 01 Nové Město nad Metují

Please note that it is not possible to resolve any claims for defective goods in this way - see the section Liability for defects, warranty, claims. You can return the goods in person at the seller's premises or by sending the goods in the form of a package, not cash on delivery. We refund the purchase price for the goods by bank transfer to an account specified by you, or in another way subject to agreement. We will return the money no later than 30 days from the delivery of the notification of withdrawal from the contract. Shipping costs in case of withdrawal from the purchase contract are borne by the buyer. In the case of damaged or incomplete returned goods, the purchase price will be reduced by the costs associated with the repair of the damaged goods or the addition of missing accessories.

Seller's declaration

The "Declaration of compliance with the conditions for placing packaging on the market" pursuant to Act No. 477/2001 Coll. and the "Declaration of conformity" according to the Directive of the European Parliament and the Council 1999/5/EC and Government Decree No. 426/2000 Coll. are stored at the headquarters of the operator according to the product range sold. A fee has been paid to the EKO-KOM system for the packaging of the product sold. Information on the collection, processing, use and disposal of electrical equipment and electrical waste can be found at www.retela.cz and www.ecobat.cz. The seller is involved in the RETELA and ECO-BAT collection and recycling schemes.

According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, they are obliged to register the received revenue with the tax administrator online; in the event of technical failure, within 48 hours at the latest.

Collection of used electrical equipment and portable batteries

We support environmentally friendly behaviour and therefore provide opportunities to return used products (electrical equipment, portable batteries) easily and free of charge. Consumers play a crucial role in our used product management system. They are the ones who decide what to do with their old electrical equipment or batteries. These used unwanted products do not belong in municipal waste containers.

Used electrical equipment (of a similar type and quantity purchased) and portable batteries can be handed over free of charge at the place of purchase, i.e. at the address of the ELTON hodinářská, a.s. store, or at the collection points set up by ELEKTROWIN (electrical equipment) or ECOBAT (battery), both of which place no limits on quantity or type. More detailed information on the collection points for used electrical equipment and portable batteries and accumulators can be found on the websites of the collection and recycling schemes, namely www.elektrowin.cz and www.ecobat.cz.

If you are making a purchase through our online shop and you want to hand over used electrical equipment of the same type and quantity when taking delivery of electrical equipment, state this information in the order note before concluding the purchase contract.

Conflict resolution

The buyer/consumer may resolve disputes arising from the purchase contract, which cannot be resolved by mutual agreement with the seller, in accordance with Act No. 634/1992 Coll., On consumer protection, out of court, whereby they are entitled to file a proposal for an out-of-court settlement, the responsibility for which lies with the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, web: www.adr.coi.cz.

These conditions are valid and effective as of 1 January 2020.

Ing. Renata Červenák Nývltová

General Director & Chairman of the Board of Directors

ELTON hodinářská, a.s.