

## **General Business 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, File 2007.

### **Contact information:**

Tel.: +420 491 470 417

GSM: +420 777 847 020

Fax: +420 491 474 421

E-mail: [info@prim.cz](mailto: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 product information is provided according to current data. However, inaccuracies cannot be excluded entirely. In such cases, the Seller shall comply with its information obligations under the law by making an additional correction by providing the correct data as soon as it becomes aware of it, but no later than at the time of acceptance of the order. In the event that the newly provided 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 e-mail to [info@prim.cz](mailto:info@prim.cz).

By sending the order, you agree to the stated terms and conditions, of which you have been notified prior to placing the order. Cancellation of the order must be done in writing. You can cancel your order by sending an e-mail to [info@prim.cz](mailto:info@prim.cz) within the deadline for the delivery to be accepted by the delivery 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 fulfilment of the order as soon as possible via the contact email address you provided. If you require the fulfilment 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 fulfilment 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 and difficulty 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 and difficulty 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**

1. for goods paid cash on delivery, CZK 179 incl. VAT for packages up to 30 kg;
2. for goods paid by bank transfer, CZK 129 incl. VAT for packages up to 30 kg;
3. for goods delivered to Slovakia, CZK 299 incl. VAT for packages up to 30 kg;
4. for goods delivered abroad (EU), outside Slovakia, the price of transport will be calculated according to the current price list of the carrier PPL;
5. for goods delivered abroad outside the EU, the price of transport will be calculated according to the current price list of the carrier TNT;
6. 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:

1. through the transport company PPL;
2. 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. Responsibility for the completeness of the undamaged delivery rests with the Seller, with the cost of delivery of the missing goods therefore borne by the Seller.

### Liability for defects, warranty and complaints

The Buyer's rights arising from defective performance and the Buyer's rights arising from the quality guarantee are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 2099 to 2117 and Sections 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:

1. normal wear and tear with proper use;
2. unprofessional use contrary to the instructions for use;
3. using a different type of power supply than specified in the manual;
4. mechanical damage, impact damage from falls and wear;
5. natural disasters (water, fire,...).

The following are excluded from the warranty:

1. batteries (wear caused by normal use)
2. 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](mailto:info@prim.cz) or in writing to the address:

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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](http://www.retela.cz) and [www.ecobat.cz](http://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 are committed to the environment, which is why we offer you the opportunity to dispose of used electrical equipment and batteries/accumulators easily and free of charge .

The end-user plays a crucial role in the used product management system by deciding what to do with used electrical equipment or batteries. These used, unwanted products do not belong in municipal waste containers. At the end of their useful life, these products must be taken to a collection point or to the last dealer. In order for electrical equipment and batteries/accumulators to be recycled, they must be handed in as is, i.e. not disassembled. Therefore, do not disassemble the product, but hand it in complete. This is the only way to ensure its maximum use.

The collection, use or disposal of used electrical equipment, batteries/accumulators and the fulfilment of other obligations is provided by ELTON hodinářská, a.s. in accordance with applicable legislation in cooperation with the collection schemes operated by ELEKTROWIN a.s. (electrical equipment) and ECOBAT s.r.o.

(batteries/accumulators).

Used products can be handed over free of charge at the collection points established under these collection schemes, among others. For further information please visit [www.elektrowin.cz](http://www.elektrowin.cz) and [www.ecobat.cz](http://www.ecobat.cz). A complete list of collection points for used electrical equipment can be found on the website of the Ministry of the Environment: <https://isoh.mzp.cz/registrmistelektro/>.

In the case of the purchase of new electrical equipment from ELTON hodinářská, a.s., you can return the used electrical equipment of a similar type, use and in the same quantity, free of charge at the place of purchase, i.e. at the address of the ELTON hodinářská, a.s. store. You can also hand in used portable batteries/accumulators free of charge at the aforementioned location.

If electrical equipment or a battery/accumulator is disposed of in regular municipal waste, it will not be recycled and may endanger the environment and human health due to the hazardous substances it contains. Used electrical equipment and batteries/accumulators are a source of materials that can be recycled to save primary sources of raw materials. The consumer therefore makes a significant contribution to the protection of the environment and human health by taking a responsible approach and disposing of used electrical equipment and batteries/accumulators at designated places.

The crossed-out bin symbol is visible on the electrical equipment, its packaging or accompanying documentation, and on the battery/accumulator. Its importance lies in the fact that this product must not be disposed of with mixed waste at the end of its useful life, but must be taken to designated places to ensure its further processing. Thank you for your considerate behaviour.

If, when making a purchase through our e-shop, you need to hand over used electrical equipment of the same type and quantity during the delivery of the electrical equipment, please specify this information in the order notes prior to 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, out of court under Act No. 634/1992 Sb., on Consumer Protection, by submitting a proposal for the out-of-

court resolution of such a dispute to the designated entity for the out-of-court resolution of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: [adr@coi.cz](mailto:adr@coi.cz), website: [www.adr.coi.cz](http://www.adr.coi.cz).

These Business Terms and Conditions are valid and effective as of 1 January 2024.

Ing. Renata Červenák Nývltová

General Director & Chairman of the Board of Directors

ELTON hodinářská a.s.