KERA

GENERAL TERMS AND CONDITIONS

studiohlina s.r.o.

1. INTRODUCTORY PROVISIONS

1.1 This document serves as the general terms and conditions of studiohlina s.r.o., and governs the legal relations between the Buyer and the Seller arising in connection with or on the basis of the sale of goods through the Seller's online shop. The online shop is operated by the Seller on its Website, namely through the web interface of the Website.

2. DEFINITIONS

2.1 For easier orientation in this document, the following definitions are established:

2.1.1 **Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended.

2.1.2 **Order** means an order of Goods created by the Buyer through the Website, or in another manner pursuant to these T&C.

2.1.3 **Buyer** means a natural or legal person who has concluded a Contract with the Seller.

2.1.4 **Studio Rules** means the rules for the use of the Studio available on the Seller's Website at the internet address https://www.kerastudio.cz/studio-hlina_studio-rules_en.pdf. The Studio Rules form an integral part of these T&C.

2.1.5 **Seller** means studiohlina s.r.o., with its registered office at Korunní 2569/108, Vinohrady (Praha 10), 101 00 Praha, registered under file no. C 452871/MSPH kept by the Municipal Court in Prague, Company ID (IČO) 298 68 297, e-mail: info@kerastudio.cz, tel: (+420) 730 600 980.

2.1.6 **Consumer** means a person who purchases Goods and is not in the position of an entrepreneur.

2.1.7 **Contract** means an obligation between the Buyer and the Seller regarding the purchase of the Seller's goods. The Contract is concluded by the procedure set out in Article 4 of the T&C.

2.1.8 **Contracting Parties** means the Seller and the Buyer.

2.1.9 **Website** means the web pages located at the internet address https://www.kerastudio.cz/en, as well as other pages to which they refer.

2.1.10 **Studio** means the Seller's premises intended for leisure ceramic creation, including its furnishings and equipment, accessible to the Buyer on the basis of a valid reservation and subject to compliance with the current Studio Rules.

2.1.11 **User Account** means a profile that the Buyer creates on the Website, where the Website allows it.

2.1.12 **T&C** means these general terms and conditions, which form an integral part of the Contract.

2.1.13 **Goods** means all goods placed on the Seller's Website, in particular goods relating to ceramic production, including workshops and courses relating to ceramic production, as well as gift vouchers relating to ceramic production, membership programmes, etc. All details and further conditions for individual types of goods are set out on the Website, including the description, price and other conditions of use.

3. INFORMATION PRIOR TO THE CONCLUSION OF THE CONTRACT

3.1 Before the Contract is concluded by the procedure set out in these T&C, the Seller communicates to the Buyer certain information relating to the Contract, in particular:

3.1.1 **Characteristics of the Goods.** The characteristics of the Goods are set out on the Website for each specific item of Goods.

3.1.2 **Price and payment.** The price is stated for the specific Goods on the Website, and the Seller declares that prices are not personalised to the consumer on the basis of automated decision-making. Further information is set out in Article 8 of the T&C.

3.1.3 **Delivery and making the Goods available.** Information on the delivery and making available of the Goods is specified in more detail in Articles 5 and 8 of the T&C.

3.1.4 **Codes of conduct.** The Seller is not bound by any codes of conduct.

3.1.5 **Withdrawal from the contract.** Information on the cases in which the Contract may or may not be withdrawn from is set out in Article 11 of the T&C.

3.1.6 **Language of the contract**. The T&C are drawn up in the Czech language and the Contract is likewise concluded in the Czech language.

3.1.7 **Communication and delivery**. The Buyer agrees that documents may be delivered to the electronic address provided by the Buyer in the course of negotiating the Contract.

3.1.8 **Out-of-court dispute resolution.** A Buyer who is a Consumer has the right to use so-called out-of-court dispute resolution. Further information about this procedure is set out in Article 15 of the T&C.

3.1.9 **Identity and contacts**. The identity and contact details of the Seller are set out in Section 2.1.5 of the T&C.

3.1.10 **Duration of the contract**. The Contract is concluded for an indefinite period, unless otherwise provided in these T&C, in the Contract or on the Website, or unless otherwise follows from the nature of the matter.

3.1.11 **Termination of the contract.** Information regarding the termination of the Contract is set out in Article 11 of the T&C.

3.1.12 **Information on functionality and interoperability**. Further information is set out in Article 5 of the T&C.

3.1.13 **Deposit**. The Seller does not require any deposit from the Buyer.

3.1.14 **Method of concluding the contract**. The Contract is concluded in the manner set out in Article 4 of the T&C, to which the Buyer agrees by concluding the Contract. The costs associated therewith are borne by the Seller and the Buyer each on their own. The Contract is then archived by the Seller, and the Buyer does not have access to it. The costs of means of distance communication are borne by the Buyer, and these costs do not differ from the basic rate.

4. CONCLUSION OF THE CONTRACT

4.1 The Contract is concluded between the Seller and the Buyer by means of an Order on the Seller's Website, in the following manner:

4.1.1 To order Goods, the Buyer fills in the order form on the Website. The order form contains in particular information about:

- the Goods being ordered (the Buyer "places" the Goods being ordered into the electronic shopping cart on the Website),
- the method of payment of the purchase price of the Goods

4.1.2 and, in the case of Goods to be transported, also:

- details of the required method of delivery of the Goods being ordered, and

- information on the costs associated with the delivery of the Goods.

4.1.3 Before sending the Order to the Seller, the Buyer may, within the electronic shopping cart, check and change the input data that the Buyer has entered into the Order, and may thus identify and correct errors arising when entering data into the Order.

4.1.4 The Buyer finally sends the Order to the Seller by clicking the button "Order with an obligation to pay". Upon receipt of the confirmation of the Order by the Seller, the Contract is deemed concluded and effective, unless stated otherwise.

4.2 Within the Order, the Buyer is obliged to provide only true and correct information and, in the event of any change, to update such data or notify the Seller of the changes. The data provided in the Order are considered correct by the Seller. For the avoidance of doubt, this provision also applies to the creation of a User Account.

4.3 For the avoidance of doubt, the following applies:

4.3.1 The Contract may also be concluded in a manner other than that set out in Section 4.1 of the T&C, under individually agreed conditions, e.g. by e-mail. The Contract is concluded upon delivery of a confirmation e-mail from the Seller.

4.3.2 All presentation of the Goods placed on the Website is of an informative nature.

4.3.3 The Contract is always concluded at the moment of delivery of the confirmation of the Order by e-mail from the Seller.

4.3.4 The Contracting Parties also exclude any modified acceptance of the offer to conclude the Contract and the binding nature and validity of any terms and conditions other than these T&C.

4.3.5 The Seller is always entitled, depending on the nature of the Order (quantity of Goods, amount of the purchase price, estimated shipping costs), to ask the Buyer for additional confirmation of the Order (for example in writing or by telephone).

5. MAKING THE GOODS AVAILABLE

5.1 After the conclusion of the Contract and any payment of the purchase price, the Seller shall without undue delay make available to the Buyer Goods that include digital content or a digital content service, within the User Account or by e-mail. Other Goods will be delivered no later than 30 days from the conclusion of the Contract.

5.2 The Buyer acknowledges that, within the ordering process, the Buyer consents to the provision of Goods that include a digital content service or digital content not supplied on a tangible medium before the expiry of the withdrawal period. In accordance with the Civil Code, the Buyer thereby loses the right to withdraw from the concluded Contract.

5.3 The Seller hereby provides information on the compatibility and interoperability of Goods that include digital content or a digital content service, in particular that in order to use the Goods it is necessary to have a good-quality internet connection and the latest version of internet browsers capable of playing audio or audiovisual content, or of opening files in particular with the .pdf extension and common formats used in office software. In the event of different compatibility or interoperability requirements, the Seller will inform the Buyer directly on the Website.

6. USER ACCOUNT

6.1 On the basis of the Buyer's registration made on the Website located at the internet address https://www.kerastudio.cz/en, the Buyer may access their user interface. From their user interface, the Buyer may place Orders. For the avoidance of doubt, where the Website allows it, the Buyer

may also place Orders without registration directly from the Website by the procedure described in Article 4 of the T&C. However, the Buyer acknowledges that some Goods may be used or drawn only through the User Account.

6.2 In connection with the use of the User Account, the following rules apply:

6.2.1 For individual Goods, in particular as regards membership within individual premises, it may be necessary to create multiple User Accounts.

6.2.2 The Buyer is obliged to maintain confidentiality regarding the information necessary to access their User Account and is not entitled to share the User Account with any third party; the Buyer undertakes to protect the access credentials against compromise and undertakes not to disclose them to any third party;

6.2.3 The User Account may be cancelled or its functionality restricted if the Buyer breaches these T&C, or if the User Account is not used for an extended period and the Buyer does not remedy this even upon the Seller's request;

6.2.4 The Buyer acknowledges that the User Account may not be available continuously due to updates or outages of the Website;

6.2.5 The Buyer acknowledges that an internet connection is necessary to use the Goods through the User Account, and the Seller bears no liability for an unstable, slow or insecure connection.

7. RIGHTS AND OBLIGATIONS OF THE BUYER

7.1 The Buyer acknowledges that the Goods are intended solely for the Buyer's personal use. The Buyer undertakes not to share any content of the Goods with third parties, whether in the form of audiovisual content, printed or electronic text, or audio content. All Goods are subject to legal protection of the Seller's intellectual property rights, in particular copyright.

7.2 The Buyer has the right to use the Goods exclusively and only for personal use and in accordance with these T&C. The Buyer must not, whether alone or through a third party:

7.2.1 use the Goods for non-personal, commercial, public or other inappropriate purposes, including purposes that could cause harm to the Seller;

7.2.2 use the Goods in violation of the law;

7.2.3 make reproductions or copies of the Goods, or lend, sell, offer, broadcast or otherwise communicate the Goods to the public or distribute them;

7.2.4 alter or in any other way interfere with the Goods, including converting or modifying the content;

7.2.5 use the Goods in any other inappropriate manner;

7.2.6 use automated tools for the use of or any manipulation with the Goods;

7.2.7 modify, alter, circumvent or in any way manipulate the security or encryption, or in any way interfere with the technologies within which the Goods are offered.

7.3 The Buyer acknowledges that a breach of this Article 7 of the T&C constitutes a material breach of the Contract, and in the event of interference with the Seller's rights, the Seller acquires claims for damages or for the surrender of unjust enrichment.

8. PRICE AND PAYMENT TERMS

8.1 The prices of individual Goods are stated on the Website and are stated inclusive of value added tax and all related charges. The prices of the Goods remain valid for as long as they are displayed on the Website. The prices of the Goods are not personalised to the Buyer on the basis of automated decision-making.

8.2 Information on the costs associated with the packaging and delivery of transported Goods stated on the Website applies only in cases where the Goods are delivered within the territory of the Czech or Slovak Republic. Where the Seller offers free shipping, the Buyer's entitlement to free shipping is conditional on payment of the minimum total purchase price of the transported Goods in the amount specified on the Website. In the event that the Buyer partially withdraws from the Contract and the total purchase price of the Goods in respect of which the Buyer has not withdrawn from the contract does not reach the minimum amount required for the entitlement to free shipping under the preceding sentence, the Buyer's right to free shipping ceases and the Buyer is obliged to pay the shipping costs to the Seller.

8.3 The price for the Goods will be paid cashlessly, namely by means of:

8.3.1 an online payment or credit card through a payment gateway;

8.3.2 an online bank transfer;

8.3.3 credit;

8.3.4 in accordance with the information provided on the Website.

8.4 The price for the Goods will be paid in advance, before the delivery or making available of the Goods, unless otherwise follows from the Website or the Contract.

8.5 In the case of selected Goods paid for by recurring payments, the Buyer grants the Seller consent for the operator of the relevant payment system to automatically charge the agreed price to the Buyer's payment card. The frequency of such payments will correspond to the selected Goods. The Buyer grants this consent to the Seller for an indefinite period.

8.6 The Buyer has the right to revoke the consent granted under Section 8.5 of the T&C at any time by delivering an e-mail to the Seller. After receiving the revocation, the Seller is obliged to stop further automatic payments. If in such a case no other form of payment for the Goods is made, the Seller may, after the revocation of consent, suspend access to the Goods until payment for such Goods is made.

8.7 Some Goods (in particular workshops and classes) may be paid for only through the User Account, in the form of credit that the Buyer tops up using the payment methods set out in Section 8.3 of the T&C; for the avoidance of doubt, the following applies:

8.7.1 Credits are not legal tender or electronic money and may be redeemed exclusively through the relevant Website;

8.7.2 The minimum and maximum credit top-up amounts may be determined by the Seller;

8.7.3 Credits may be used exclusively to pay for selected Goods, and the Seller reserves the right to determine which Goods or services may be paid for with credits;

8.7.4 Credits cannot be transferred between User Accounts, unless the Seller determines otherwise;

8.7.5 Credits are non-refundable and cannot be exchanged back for money; if the User Account is cancelled without the credits having been used, the unused credits are not refunded. However, the Seller is entitled to determine otherwise in individual cases;

8.7.6 The Seller reserves the right to cancel or withdraw credits in the event of detected abuse of the system, breach of the terms or fraudulent conduct.

9. DURATION OF THE CONTRACT

9.1 The Contract is concluded for an indefinite period, unless otherwise provided in these T&C, in the Contract or on the Website.

9.2 Goods in the form of gift vouchers may be redeemed within 12 months of purchase, and this period cannot be extended. A gift voucher may be redeemed no later than on the last day of this validity period. Upon the expiry of this period, the validity of the gift voucher ceases without further ado, the gift voucher becomes invalid and can no longer be redeemed. Failure to redeem a gift voucher within its validity period does not entitle the Buyer to a refund of the price paid for the gift voucher or any part thereof, or to any other compensation.

10. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS

10.1 In the event of defective performance by the Seller, the Buyer acquires rights arising from defective performance in accordance with the Civil Code. Defective performance is considered to be, in particular, Goods that:

10.1.1 do not correspond to the agreed description, kind and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,

10.1.2 are not fit for the purpose for which the Buyer requires them and to which the Seller has agreed, whereby the Seller expressly draws attention to the declarations set out in Sections 10.3 and 10.4 of the T&C below,

10.1.3 are not supplied with the agreed accessories and instructions for use, including assembly instructions,

10.2 or

10.2.1 are not fit for the purpose for which Goods of that kind are normally used, also having regard to the rights of third parties, legal regulations, technical standards or codes of conduct of the given industry,

10.2.2 do not, in terms of quantity, quality and other characteristics, including durability, functionality, compatibility and safety, correspond to the usual characteristics of Goods of the same kind that the Buyer may reasonably expect, also having regard to public statements made by the Seller or another person in the same contractual chain, in particular advertising or labelling, unless the Seller proves that it was not aware of such statement or that it had been modified at the time of the conclusion of the Contract in at least a comparable manner to that in which it was made, or that it could not have influenced the decision on the Order,

10.2.3 are not supplied with accessories, including packaging, assembly instructions and other instructions for use, that the Buyer may reasonably expect,

10.2.4 do not correspond in quality or workmanship to the sample or model that the Seller provided to the Buyer before the conclusion of the Contract.

10.3 The Seller is also liable to the Buyer for a defect caused by improper assembly or installation carried out by the Seller or under its responsibility pursuant to the Contract. This also applies where the assembly or installation was carried out by the Buyer and the defect arose as a result of a deficiency in the instructions provided by the Seller, including in the case of Goods that include digital content or a digital content service.

10.4 The Buyer acknowledges that it is not considered a defect of the Goods if the content of the Goods does not correspond to the Buyer's personal preferences or if the Buyer does not consider it beneficial. Such a situation is not a defect and the Buyer therefore does not acquire rights arising from defective performance.

10.5 The Buyer further acknowledges that Goods in the form of gift vouchers may be redeemed only within the period set out in Section 9.2 of these T&C and only for the Goods or services for which they were designated according to the Website. If Goods in the form of gift vouchers are designated for redemption for workshops, classes or courses, the Buyer acknowledges that a place at the workshop, class or course is not guaranteed and the Seller is not liable for late redemption of Goods in the form of a gift voucher.

10.6 The Seller is obliged to remedy all defects that appear within 2 years of the conclusion of the Contract.

10.7 If a defect becomes apparent within 1 year of receipt, the Goods are deemed to have been defective already upon receipt, unless the nature of the Goods or the defect precludes this. This period does not run for the time during which the Buyer cannot use the Goods, provided that the defect was notified.

10.8 The Buyer may raise the defect itself through the contact set out in Section 2.1.5 of the T&C.

10.9 If the Goods have a defect, the Buyer may demand:

10.9.1 its removal, or

10.9.2 delivery of new Goods without the defect,

10.9.3 unless the requested method of removing the defect is impossible having regard to the significance of the defect and the value of the Goods without the defect. Likewise, the Seller has the right not to remove the defect where this is impossible or disproportionately costly having regard to the significance of the defect and the value the Goods would have without the defect.

10.10 The Seller shall remove the defect within a reasonable time after it has been notified, in such a way as not to cause the Buyer significant inconvenience, taking into account the nature of the Goods and the purpose for which the Buyer purchased the item. The complaint, including the removal of the defect, must be settled and the Buyer must be informed thereof no later than 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period. Where the subject of the obligation is Goods that include digital content or a digital content service, the complaint must be settled within a reasonable time, taking into account the nature of the digital content or digital content service and the purpose for which the Buyer required them.

10.11 The Seller is obliged to issue the Buyer with a confirmation of the date and manner of settlement of the complaint, including confirmation of the repair and its duration. If the complaint is rejected, the Seller is obliged to give reasons for the rejection.

10.12 If the Seller refuses to remove the defect pursuant to Section 10.8 of the T&C, the complaint period expires, the defect appears repeatedly, or the defect constitutes a material breach of the Contract, or the Buyer forms a justified impression that the defect will not be removed within a reasonable time or without significant inconvenience, the Buyer may demand:

10.12.1 a reasonable discount on the price, or

10.12.2 to withdraw from the Contract; however, the Buyer may not withdraw from the Contract if the defect is insignificant (it being presumed that the defect is not insignificant).

10.13 If the Buyer is entitled to a right arising from defective performance, the Buyer is also entitled to reimbursement of costs reasonably incurred, within 1 month after the expiry of the period for

notifying the defect. If the Buyer fails to comply with this period, the Buyer is not entitled to these costs if the Seller objects that the right to reimbursement was not exercised in time.

10.14 Where the subject of the obligation is a tangible movable item connected with digital content or a digital content service in such a way that it could not perform its functions without them, the provisions on the Seller's liability for defects also apply to the provision of the digital content or digital content service, even if provided by a third party. This does not apply if it is evident from the content of the Contract and the nature of the matter that they are provided separately.

10.15 Where the subject of the obligation is Goods that include digital content or a digital content service, the Seller shall ensure that the Buyer is provided with the agreed updates of the digital content or digital content service. In addition to the agreed updates, the Seller shall ensure that the Buyer is provided with updates that are necessary for the Goods to retain their characteristics under Section 10.1 of the T&C after receipt, and that the Buyer is notified of their availability

10.15.1 for a period of 2 years, where the digital content or digital content service is to be provided continuously over a certain period under the Contract, and where provision for a period longer than 2 years has been agreed, for that entire period,

10.15.2 for a period that the Buyer may reasonably expect, where the digital content or digital content service is to be provided on a one-off basis under the Contract; this shall be assessed according to the kind and purpose of the Goods, the nature of the digital content or digital content service, and taking into account the circumstances at the conclusion of the Contract and the nature of the obligation.

10.16 Section 10.14 does not apply where the Seller specifically notified the Buyer before the conclusion of the Contract that updates would not be provided and the Buyer expressly agreed to this when concluding the Contract.

10.17 If the Buyer failed to carry out an update within a reasonable time, the Buyer has no rights arising from a defect that arose solely as a result of the update not having been carried out. This does not apply where the Buyer was not notified of the update or of the consequences of not carrying it out, or where the Buyer failed to carry out the update or carried it out incorrectly as a result of a deficiency in the instructions. Where the digital content or digital content service is to be provided continuously over a certain period under the Contract, and a defect becomes apparent or occurs during the period under Sections 10.14.1 or 10.14.2 of the T&C, the digital content or digital content service is deemed to be provided defectively.

10.18 Where the subject of the obligation is Goods that include digital content or a digital content service, and the digital content or digital content service is to be provided continuously over a certain period under the Contract, the Buyer may notify a defect that occurs or becomes apparent in them within 2 years of receipt. Where performance is to be provided for a period longer than 2 years, the Buyer has a right arising from a defect that occurs or becomes apparent during that period. If the Buyer notified the Seller of a defect justifiably, the period for notifying a defect of the item does not run for the time during which the Buyer cannot use the item.

11. TERMINATION OF THE CONTRACT

11.1 The Contract may be terminated by mutual agreement of the Contracting Parties.

11.2 The Contracting Parties may withdraw from the Contract in the event that the other Contracting Party materially breaches its obligations under these T&C or under the Contract.

11.3 Given that the Contract is concluded by means of distance communication, the Buyer has a general right to withdraw from the contract within 14 days of the date of conclusion of the Contract, or of the date of receipt of the Goods or of the last item or delivery of the Goods. However, this right is not

unlimited, and the Buyer therefore acknowledges that, in accordance with Section 1837 of the Civil Code, it is not possible to withdraw from the Contract, inter alia:

11.3.1 for the delivery of Goods manufactured according to the Buyer's requirements or customised to their personal needs;

11.3.2 for the delivery of Goods that are perishable or Goods with a short shelf life, as well as Goods that, after delivery, have been irreversibly mixed with other goods due to their nature;

11.3.3 for the delivery of Goods in sealed packaging which, for health protection or hygiene reasons, are not suitable for return after the Buyer has broken the seal;

11.3.4 whose subject matter is the provision of services, where such services have already been provided with the Buyer's prior consent before the expiry of the withdrawal period;

11.3.5 for the delivery of Goods consisting of a digital content service or digital content not supplied on a tangible medium, where the digital content service was provided with the Buyer's prior consent before the expiry of the withdrawal period;

11.3.6 for accommodation, transport of Goods, hire of a means of transport, catering or leisure activities, where the Contract provides for performance on a specific date or within a specific period;

11.3.7 in other cases provided for in the Civil Code.

11.4 For the avoidance of doubt, the Seller is entitled to agree with the Buyer on a different solution in individual cases.

11.5 The Buyer has the right to withdraw from the Contract in respect of Goods in the form of gift vouchers only if such Goods have not yet been redeemed.

11.6 In the case of Goods consisting of participation in a workshop, class, course or other similar activity organised by the Seller on a specific date or within a specific period, the Buyer acknowledges that their place is reserved on the basis of the concluded Contract and capacity is set aside for them by the Seller. If the Buyer cancels their participation, does not attend the workshop, class, course or other similar activity, or fails to appear on the agreed date, they are not entitled to a refund of the price paid or to a substitute date, substitute performance or any other compensation. The cancellation fee in such a case amounts to 100% of the price of such Goods. The Seller is entitled, but not obliged, to decide otherwise in an individual case.

11.7 The withdrawal from the Contract must be sent to the Seller within the period set out in Section 11.3 of the T&C. For withdrawal from the Contract, the Buyer may use the model form provided by the Seller, which forms Annex No. 1 to the T&C. The Buyer may send the withdrawal from the Contract to the Seller's e-mail.

11.8 In the event of withdrawal from the Contract, the Contract is cancelled from the outset, and the Contracting Parties shall proceed as follows:

11.8.1 the Buyer shall send or hand over the purchased Goods back to the Seller, or shall cease using the Goods, without undue delay, no later than within 14 days of the withdrawal from the Contract;

11.8.2 the Seller shall return the monetary performance received to the Buyer within 14 days of receipt of the Goods;

11.8.3 the Buyer bears the costs associated with returning the Goods;

11.8.4 the Goods must be unused, and in the event of damage to the Goods the Seller is entitled to unilaterally set off its claims against the Buyer's claim for a refund of the price.

11.9 In cases where the Buyer has the right to withdraw from the Contract in accordance with Section 1829(1) of the Civil Code, the Seller is also entitled to withdraw from the Contract at any time, up until the Buyer takes receipt of the Goods. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, in the same manner in which the Seller received it from the Buyer.

11.10 The Seller reserves the right not to provide the Goods if the required capacity is not reached. In such a case, the Seller has the right to withdraw from the Contract. In such a case, the Seller shall return the purchase price to the Buyer within 14 days, in the same manner in which the Seller received it from the Buyer.

11.11 Section 11.9 does not apply to Goods in the form of gift vouchers, which may be redeemed only within the period set out in Section 9.2 of these T&C. If such Goods are not used within the specified period, the price for such unused Goods is not refunded.

11.12 If a gift is provided to the Buyer together with the Goods, the gift agreement between the Seller and the Buyer is concluded with a resolutive condition that, if the Buyer withdraws from the Contract, the gift agreement in respect of such gift ceases to be effective and the Buyer is obliged to return the gift provided to the Seller together with the Goods.

12. RIGHTS AND OBLIGATIONS WHEN USING THE STUDIO

12.1 Access to the Studio is permitted only to persons with a valid reservation made through the reservation system and subject to compliance with the current Studio Rules. The Studio Rules are binding on all persons entering the Studio, regardless of whether they have the status of a Buyer under these T&C. The Buyer undertakes to acquaint every third party to whom they allow entry to the Studio on their behalf in accordance with these T&C and the Studio Rules with these T&C and the Studio Rules.

12.2 A person entering the Studio, including the Buyer, acknowledges that:

12.2.1 the Studio is not intended for production for the purpose of commercial activity;

12.2.2 entry to the Studio is at one's own risk, and a person entering the Studio is obliged to take care of their own safety and follow the Studio Rules;

12.2.3 the Studio is not suitable for children under 10 years of age;

12.2.4 entry to the Studio is permitted only during the validity of the unique access code sent after the reservation;

12.2.5 the Seller is not liable for the loss or theft of personal belongings in the Studio;

12.2.6 a person entering the Studio is liable for damage caused to the Studio, its equipment or the products of other persons.

12.3 A person entering the Studio, including the Buyer, further acknowledges that:

12.3.1 unsigned or incorrectly marked products will not be processed and may, after the expiry of the period set out in the Studio Rules, be recycled, dismantled or offered for charity sale;

12.3.2 a person entering the Studio is obliged to collect finished products within the time limits set out in the Studio Rules; otherwise, the Seller may dispose of them, disassemble them, or offer them for charitable sale without any entitlement to compensation;

12.3.3 in the event of a serious or repeated breach of the Studio Rules, the Seller is entitled to cancel the reservation without any right to a refund of the price and, where applicable, to refuse further entry to the studio;

12.3.4 the Studio is monitored by a camera system for security reasons; information on the processing of personal data is set out in the document referred to in Section 13.1 of these T&C.

12.3.5 For the avoidance of doubt, the Studio Rules may contain further obligations.

13. PERSONAL DATA PROTECTION, SENDING OF COMMERCIAL COMMUNICATIONS AND STORING OF COOKIES

13.1 The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "**GDPR**") relating to the processing of the Buyer's personal data for the purposes of performing the Contract, for the purposes of negotiating the Contract and for the purposes of fulfilling the Seller's public-law obligations, by means of a separate document, namely the Privacy Policy available on the Website at the internet address https://www.kerastudio.cz/studio-hlina_privacy-policy_en.pdf.

13.2 The Seller fulfils its statutory obligations relating to the possible storing of cookies on the Buyer's device by means of a separate document.

14. AMENDMENTS TO THE T&C

14.1 The Contracting Parties agree on the possibility of a reasonable amendment to these T&C in the event that a reasonable need arises (in particular where the Seller adds various Goods or where its parameters need to be adjusted). The Seller undertakes to inform the Buyer of an amendment to the T&C no later than 30 days before such amendment takes effect, by e-mail. If the Buyer does not agree with the amendment, the Buyer is entitled to terminate the Contract by notice no later than 30 days from the delivery of the notification of the amendment.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 The rights and obligations of the Contracting Parties arising from this Contract are governed by Act No. 89/2012 Coll., the Civil Code, as amended, and other applicable legal regulations of the Czech legal order, even where the Contract contains an international element. This choice of law does not affect the applicable provisions of law protecting the consumer.

15.2 The Seller handles consumer complaints by e-mail. Complaints may be sent to the Seller's e-mail. The Seller shall send information on the settlement of the Buyer's complaint to the Buyer's e-mail. No other rules for handling complaints are established by the Seller.

15.3 The Buyer has the right to use out-of-court resolution of consumer disputes, for which the competent body is the Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Praha 2, Company ID: 000 20 869, internet address: https://adr.coi.cz/cs.

15.4 If the Buyer is not from the Czech Republic, they may contact the European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Praha 2, internet address: https://evropskyspotrebitel.gov.cz/, which is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer online dispute resolution).

15.5 The Buyer may contact the supervisory or state oversight authority with a complaint. The Seller is authorised to sell goods on the basis of a trade licence. Trade licensing inspection is carried out

within its competence by the relevant trade licensing office. Supervision over the area of personal data protection is exercised by the Office for Personal Data Protection (Úřad pro ochranu osobních údajů). The Czech Trade Inspection Authority exercises, within a defined scope, supervision over compliance with, inter alia, the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

16. SEVERABILITY CLAUSE

16.1 If it comes to light that any provision of the Contract, the T&C or other documents is or has become invalid, ineffective contrary to the will of the Contracting Parties, or inapplicable, or that such invalidity, ineffectiveness or inapplicability will inevitably occur (in particular as a result of a change in the applicable legal regulations), this does not affect the validity, effectiveness or applicability of the remaining provisions of the Contract, the T&C or other documentation.

16.2 In the cases referred to in Section 16.1 of the T&C, the Contracting Parties undertake to provide each other with mutual cooperation and to take the appropriate legal steps to replace the invalid, ineffective or inapplicable provision with another provision so that the purpose of the Contract, the T&C or the affected document is preserved and fulfilled.

17. FINAL PROVISIONS

17.1 The Buyer acquires ownership of the Goods upon payment of the full purchase price of the Goods.

17.2 By concluding the Contract, the Buyer assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

17.3 For the avoidance of doubt, these T&C apply to Orders placed from the effective date of these T&C.

17.4 These T&C are effective from 30 June 2026.

Annex No. 1 – Model withdrawal form

Notice of withdrawal from the Contract	
Addressee	(business name, registered office address and e-mail of the Seller)
I hereby give notice that I withdraw from the Contract for the purchase of these Goods	(specification of the Goods – e.g. by stating the name of the Goods according to the Website)
Date of order	
Name and surname of the Buyer	
Address of the Buyer	
Signature of the Buyer	(only if this form is sent in paper form)
Date	