

## **TERMS AND CONDITIONS OF THE ONLINE SHOP**

### **I. INTRODUCTORY PROVISIONS**

1. These terms and conditions (hereinafter the "Terms and Conditions") of the trading company unuodesign s.r.o., with its registered office at Vožická 329, 391 37 Chotoviny, Czech Republic, ID No. (IČO): 273 80 076, registered in the Commercial Register maintained by the Regional Court in České Budějovice, Section C, Insert 24746 (hereinafter the "Seller"), regulate, in accordance with the relevant provisions of the Dutch Civil Code (Burgerlijk Wetboek) and consumer protection laws, the mutual rights and obligations of the Seller and the Buyer arising in connection with or on the basis of a purchase contract (hereinafter the "Purchase Contract") concluded between the Seller and the Buyer through the Seller's online shop.
2. The online shop is operated by the Seller on the website located at [www.unuo.nl](http://www.unuo.nl) (hereinafter the "Website"), via the interface of the website (hereinafter the "Web Interface of the Shop").
3. The contact details of the Seller are:
  - E-mail: [info@unuo.nl](mailto:info@unuo.nl)
  - Tel.: +420 288 288 208
  - Website: [www.unuo.nl](http://www.unuo.nl)
  - Delivery address: Vožická 2103/25 – areál Dvořák, 390 02 Tábor, Czech Republic
  - Address for withdrawal and claims: unuo.cz – expediční sklad, Vožická 3163 – Lesikar, 390 02 Tábor, Czech Republic.
4. The Terms and Conditions apply exclusively to the purchase of goods by consumers, i.e., natural persons who, when buying, are not acting within their business activity or within their independent exercise of a profession (hereinafter the "Buyer").
5. Provisions deviating from the Terms and Conditions may be agreed upon in the Purchase Contract. Deviating arrangements in the Purchase Contract take precedence over the provisions of the Terms and Conditions. The provisions of the Terms and Conditions are an integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are drawn up in the English language.
6. These Terms and Conditions are effective as of July 10, 2026.

### **II. USER ACCOUNT**

1. Based on the Buyer's registration made on the Website, the Buyer can access their user interface. From their user interface, the Buyer can order goods (hereinafter the "User Account"). If the Web Interface of the Shop allows it, the Buyer can also order goods without registration directly from the Web Interface of the Shop.
2. When registering on the Website and when ordering goods, the Buyer is obliged to provide all data correctly and truthfully. The Buyer is obliged to update the data specified in the User Account upon any change. The data provided by the Buyer in the User Account and when ordering goods are considered correct by the Seller.
3. Access to the User Account is secured by the Buyer's e-mail and a password. The Buyer is obliged to protect the access data to their User Account against misuse and to inform the Seller without undue delay if they detect or have reasonable suspicion that misuse has occurred.
4. The Buyer acknowledges that the User Account may not be available continuously, in particular due to necessary maintenance of the Web Interface of the Shop or related technical systems.

### **III. PROCEDURE FOR CONCLUDING A PURCHASE CONTRACT**

1. All presentation of goods placed in the Web Interface of the Shop is of an informative nature and does not constitute a proposal by the Seller to conclude a purchase contract (an offer). By sending an order, the Buyer makes a proposal to the Seller to conclude a Purchase Contract regarding the goods specified in the order.
2. The Web Interface of the Shop contains information:
  - (i) about the goods, which are designated by name and usually displayed together with a verbal description containing data on their main characteristics, in particular material composition, size, color or pattern, functional characteristics, method of use and maintenance, if relevant with regard to the nature of the goods; if the goods are manufactured or offered in different sizes, colors, patterns or other variants, the Buyer has the opportunity to select the corresponding variant before putting the goods into the basket,
  - (ii) for goods offered as second-quality goods, or as goods with a defect, the Seller shall state information on this fact in the Web Interface of the Shop and a reasonable description of the condition of the goods, in particular a description of the known defect, degree of wear, incompleteness or damage, if such information is relevant.

3. To order goods, the Buyer shall fill in the order form in the Web Interface of the Shop. The order form contains in particular information about:
  - (i) the ordered goods (the Buyer "puts" the ordered goods into the electronic shopping basket of the Web Interface of the Shop),
  - (ii) the method of payment of the purchase price of the goods, data on the required method of delivery of the ordered goods, and
  - (iii) information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").
4. Within the process of ordering goods, the Buyer has the opportunity to return to individual steps for the purpose of checking and making eventual corrections of errors in the Order. Until the Buyer finishes the ordering process by clicking on the button "PAY", they have the opportunity to change the content of their basket and the entered data.
5. Before sending the Order, the Buyer is provided with the information required by legal regulations, in particular the total price of the goods, the costs of transport and payment, data on the method of delivery, and information on the right to withdraw from the Purchase Contract.
6. By sending the Order by clicking on the button "PAY", the Buyer makes a binding proposal to the Seller to conclude a Purchase Contract regarding the goods specified in the order. By sending the Order, the Buyer confirms that they have familiarized themselves with the Terms and Conditions and agree to them. The Purchase Contract is concluded at the moment when the Seller confirms the receipt of the Order to the Buyer by an e-mail sent to the e-mail address specified by the Buyer in the Order.
7. The e-mail confirming the Order (order confirmation) contains a basic summary of the data of the concluded Purchase Contract, in particular the quantity of ordered goods, its price and delivery costs, the chosen type of delivery and payment, the expected delivery time, the Buyer's data and the Seller's data, the text of these Terms and Conditions, information on the method of making a claim, and the rules for withdrawal from the contract.
8. In connection with the order of goods, the Seller may contact the Buyer by phone or e-mail in matters related to the conclusion or fulfillment of the Purchase Contract.
9. The Buyer's Order is, after confirmation, archived by the Seller as a concluded Purchase Contract between the Buyer and the Seller for the purpose of its fulfillment and further recording. If the Buyer is registered, the order is accessible to the Buyer after logging into their User Account. The Buyer has the right to

cancel the Purchase Contract without any penalties before handing over the goods to the carrier. The Buyer shall notify the Seller of this cancellation by an e-mail sent to [info@unuo.nl](mailto:info@unuo.nl). The Seller shall confirm the receipt of the cancellation to the Buyer in text form without undue delay.

10. The Buyer can change the Order and correct errors until the moment the goods are handed over for dispatch, if the status of the order and the chosen payment method allow it. A change in the payment method can only be made with the consent of the Seller. If a change in the Order is not possible, it may, depending on the status of the order, be resolved by canceling the original Order and creating a new Order. This does not affect the statutory rights of the Buyer.
11. The Seller does not charge the Buyer any special fees for the use of distance communication means. The Buyer's costs for internet connection or telephone services are governed by the Buyer's contract with their provider of these services.

#### **IV. PURCHASE PRICE AND PAYMENT CONDITIONS**

1. The purchase price of the goods is stated in the Web Interface of the Shop including VAT and including all mandatory fees that the Buyer must pay in connection with the purchase of the goods. To the price of the goods, the costs of delivery of the goods and eventual costs associated with the chosen method of payment are added, which differ according to the Buyer's choice and are displayed to the Buyer during the order process before its sending.
2. Information on the costs associated with the packaging and delivery of goods specified in the Web Interface of the Shop applies to delivery outside the territory of the Czech Republic; the specific available methods of delivery and associated costs are displayed to the Buyer during the order process before its sending.
3. The Buyer can choose from the payment methods currently offered by the Seller in the Web Interface of the Shop. Summary practical information for payment is specified in the "Frequently Asked Questions" (FAQ) tab in the Web Interface of the Shop.
4. For the Purchase Contract, the price of the goods specified at the moment of sending the Order is decisive. This price does not change after the order is sent, even if the Seller later adjusts the price or starts a discount campaign.
5. The Seller reserves the right to change the purchase price of the goods offered for sale through the Web Interface of the Shop and to organize promotional discount campaigns, all in accordance with applicable legal regulations.
6. The Seller may provide various types of discounts, in particular loyalty, volume, or discounts for the use of a discount code. Discounts can only be applied under

the conditions specified for a specific discount or campaign. If the obligation to state the previous lowest price applies to the discount (EU Omnibus Directive), the Seller shall state this information in the manner required by legal regulations.

7. If a discount is applied repeatedly or in contradiction with the rules of the relevant discount or campaign, the Seller may refuse its application. In such a case, the Seller informs the Buyer about it and allows them to complete the order without the application of this discount.
8. The payment of the purchase price is made in the currency chosen or displayed in the Web Interface of the Shop during the order process. For international orders directed to the Netherlands, the price is displayed and paid in Euros (EUR).
9. The Buyer can choose from the cashless payment methods currently offered by the Seller in the process of making an order:
  - (i) Payment in advance: by bank transfer according to payment instructions, QR payment, credit/debit card, instant transfer, through a payment gateway (such as iDEAL or local digital payment methods), or another payment method offered in the order.
  - (ii) Payment through a deferred payment, credit, or another payment method provided by a third party, if this option is available in the order. Such a payment method is also governed by the terms and conditions of the relevant provider, with which the Buyer is familiarized before sending the order or which are made accessible to the Buyer in the order.
10. The purchase price is payable within the period specified in the order or in the payment instructions. In the case of payment by bank transfer or QR payment, the Buyer is obliged to state the payment data specified in the payment instructions; the purchase price is paid at the moment of crediting the relevant amount to the Seller's account. For payments made through a payment gateway, credit/debit card, instant transfer, or another similar payment method, the purchase price is considered paid at the moment when the Seller receives confirmation of the successful execution of the payment. In the case of using a payment method provided by a third party, a separate contractual relationship may arise between the Buyer and the provider of this payment method; the Seller is not the provider of such a payment service or credit, unless stated otherwise in the order.
11. The Seller is a payer of VAT. The tax document (invoice) will be issued to the Buyer after payment of the purchase price and sent in electronic form to the e-mail address specified in the order. The Buyer agrees to the sending of the document in electronic form.

## **V. TRANSPORT AND DELIVERY OF GOODS**

1. The goods are delivered by the Seller within the territory of the Czech Republic and to other countries, if such an option is specified in the Web Interface of the Shop.
2. The methods of transport of goods, their conditions, and prices are specified in the relevant part of the Web Interface of the Shop in the Delivery tab and are also displayed to the Buyer during the order process before its sending. The available delivery methods may differ depending on the place of delivery, weight of the shipment, order value, or other parameters of the order. The stated delivery dates of the goods are indicative and based on the expected delivery times of the transport companies.
3. Unless another delivery time is specified for specific goods or in the order, the Seller shall deliver the goods to the Buyer without undue delay, at the latest within 30 days from the conclusion of the Purchase Contract.
4. The Seller fulfills its obligation to deliver the goods to the Buyer at the moment when it allows the Buyer or a person designated by them to take over the goods at the chosen place of delivery. If the goods are delivered through a carrier, the goods are delivered to the Buyer at the moment when the carrier hands them over to the Buyer or a person designated by them.
5. If the Buyer, after the goods are dispatched, gives the carrier their own instruction to change the method or place of delivery, the delivery is governed also by this instruction and the conditions of the carrier. This does not affect the statutory rights of the Buyer against the Seller.
6. If, for reasons on the part of the Buyer, it is necessary to deliver the goods repeatedly or in another way than specified in the order, the Buyer is obliged to pay the Seller the purposefully incurred costs associated with the repeated delivery or other method of delivery.
7. Upon receipt of the goods from the carrier, the Seller recommends that the Buyer check the integrity of the transport packaging. If the packaging is visibly damaged or if the shipment shows other obvious signs of damage, the Seller recommends that the Buyer notify the carrier without undue delay, or draw up a damage report with the carrier. In the case of obvious damage to the shipment, the Buyer is not obliged to take over the shipment from the carrier. This does not affect the statutory rights of the Buyer from defective performance or the rights of the Buyer in the event that they detect damage to the goods only after taking over the shipment.

8. The Buyer is obliged to use the goods in accordance with the instructions for use, safety instructions, and other information attached to the goods or specified in the Web Interface of the Shop. If the Buyer detects before using the goods that the goods are damaged or that their use might not be safe, they shall not use the goods and shall contact the Seller. This does not affect the rights of the Buyer from defective performance.

## **VI. NON-ACCEPTANCE OF THE ORDER BY THE SELLER AND IMPOSSIBILITY OF PERFORMANCE**

1. The Seller is entitled not to accept the order or to accept it only in part if there is an objective reason for which the order cannot be properly processed, in particular if the ordered goods are no longer available, are no longer manufactured or delivered, if the Buyer provided incorrect or incomplete data necessary for processing the order, if an obvious technical error occurred in the Web Interface of the Shop or an obvious error in the price of the goods, or if the order does not comply with the rules of the relevant discount or other campaign.
2. If the Seller does not accept the order or accepts it only in part, it informs the Buyer about it without undue delay. If the Buyer has already paid the purchase price or part of it, the Seller shall return the relevant funds to them without undue delay in the same way it received them from the Buyer, unless it agrees otherwise with the Buyer.
3. If the Buyer chose payment in advance and the purchase price is not paid within the period specified in the order or in the payment instructions, the Seller may invite the Buyer to pay within an additional reasonable period. If the purchase price is not paid even within this additional period, the Seller is entitled not to accept the order, or to withdraw from the Purchase Contract, if it has already been concluded.

## **VII. WITHDRAWAL FROM THE PURCHASE CONTRACT BY THE BUYER**

1. The Buyer has a statutory right to withdraw from the Purchase Contract without giving a reason within a period of 14 days from the receipt of goods. The Seller contractually extends this period beyond the scope of the law to **30 days** from the day of taking over the goods, unless a longer or more favorable period for the Buyer is specified for specific goods, a campaign, or a method of sale. If the subject of the Purchase Contract is several types of goods or delivery of several parts, the period runs from the day of taking over the last delivery of goods.
2. The Buyer can also withdraw from the Purchase Contract only partially, i.e., only in relation to certain goods purchased within one order. In such a case, the provisions on withdrawal from the Purchase Contract apply only in relation to the goods to which the partial withdrawal relates.

3. The Buyer acknowledges that it is not possible to withdraw from the Purchase Contract in particular in the case of:
  - (i) the delivery of goods that were manufactured according to the requirements of the Buyer or adapted to their personal needs, in particular goods modified at the request of the Buyer, personalized goods, goods with individual printing, embroidery, other marking, or another modification made according to the requirements of the Buyer, if they are available for specific goods or services in the Web Interface of the Shop and ordered by the Buyer,
  - (ii) the delivery of goods in a sealed package which are not suitable for return due to health protection or hygiene reasons after the Buyer has broken the seal,
  - (iii) the delivery of goods which were, after delivery, irreversibly mixed with other goods,
  - (iv) the provision of a service that was fully provided before the expiry of the period for withdrawal from the contract, if the Seller started with the performance on the basis of the prior explicit consent of the Buyer and the Buyer was informed before concluding the contract that the provision of performance terminates the right to withdraw from the contract.
4. If the subject of the contract is a service and the Buyer explicitly requests or agrees that the Seller start providing it before the expiry of the period for withdrawal from the contract, the Buyer acknowledges that in the case of withdrawal from the contract after the start of the provision of the service, they may be obliged to pay the Seller a proportionate part of the price corresponding to the scope of performance provided up to the moment of withdrawal from the contract.
5. If an exception to the right to withdraw from the Purchase Contract applies to specific goods, this information is stated with the goods in the Web Interface of the Shop so that the Buyer can become familiar with it before sending the order.
6. The Buyer can withdraw from the Purchase Contract:
  - (i) through a model form for withdrawal from the Purchase Contract, which forms an annex to these Terms and Conditions, sent to the Seller at the address: unuo.cz – expediční sklad, Vožická 3163 – Lesíkar, 390 02 Tábor, Czech Republic, or electronically to the address: info@unuo.nl;
  - (ii) through an online form available in the Web Interface of the Shop here: <https://www.unuo.nl/how-to-make-a-withdrawal/> . If the Buyer uses this option, the Seller shall confirm the receipt of the withdrawal to them

without undue delay in text form, in particular by e-mail, including the content of the withdrawal and the date and time of its sending.

- (iii) through an online function for withdrawal from the contract designated by the button "Odstoupit od smlouvy zde", which is visibly and easily accessible in the Web Interface of the Shop here: <https://www.unuo.nl/how-to-make-a-withdrawal/> for the period during which the Buyer is entitled to withdraw from the Purchase Contract according to these Terms and Conditions. A registered Buyer can also use this function in the details of the relevant order in their User Account. After selecting this function, the Buyer fills in or confirms the data necessary to identify the Purchase Contract and sends the withdrawal through the confirmation button "Potvrdit odstoupení". If the Buyer uses this option, the Seller shall confirm the receipt of the withdrawal from the Purchase Contract to them without undue delay in text form, in particular by e-mail, including the content of the withdrawal and the date and time of its sending.

7. Summary practical information on the procedure for withdrawal from the Purchase Contract and sending the goods back to the Seller is also specified in the relevant tab "Claims and Returns/Withdrawal from the Contract" of the Web Interface of the Shop. This information serves the Buyer as a guide for easier application of the withdrawal from the Purchase Contract. The Buyer can withdraw from the Purchase Contract also by any other unequivocal statement made in relation to the Seller.
8. To maintain the period for withdrawal from the Purchase Contract, it is sufficient if the Buyer sends the statement of withdrawal from the Purchase Contract before the expiry of the relevant period.
9. If the Buyer withdrew from the Purchase Contract, completely or partially, they shall send or hand over to the Seller the goods to which the withdrawal relates, without undue delay, at the latest within 14 days from the day of withdrawal from the Purchase Contract, to the address: unuo.cz – expediční sklad, Vožická 3163 – Lesíkar, 390 02 Tábor, Czech Republic, unless the Seller communicates to the Buyer another method of sending or handing over the goods. The period according to the previous sentence is maintained if the Buyer sends the goods to the Seller before its expiry.
10. The Buyer shall send or hand over the goods to the Seller suitably packed so that they are not damaged during transport. The Seller recommends that the Buyer attach the order number, invoice, or another document allowing the identification of the Purchase Contract to the goods. Failure to attach the specified documents does not in itself affect the validity of the withdrawal from the Purchase Contract;

however, if it is not possible to identify the shipment, the Buyer is obliged to provide the Seller with the necessary cooperation.

11. The Seller allows the Buyer to use a free method of sending or handing over the goods back to the Seller, if the procedure specified in the Web Interface of the Shop in the Claims and Returns/Withdrawal from the Contract tab is followed. If the Buyer chooses another method of sending or handing over the goods back to the Seller than the one determined or offered by the Seller as free, the Buyer bears the direct costs associated with such a chosen method of sending or handing over the goods.
12. The Buyer is only responsible for the reduction in the value of the goods as a result of handling the goods in a way other than that necessary to establish the nature, characteristics, and functionality of the goods. If the goods are damaged, incomplete, excessively worn, or used beyond the scope of normal testing, the Seller may assert a claim against the Buyer corresponding to the reduction in the value of the goods. This does not affect the right of the Buyer to withdraw from the Purchase Contract.
13. The Seller shall return to the Buyer the funds it received from them on the basis of the Purchase Contract, or the funds corresponding to the goods to which the partial withdrawal from the Purchase Contract relates, without undue delay, at the latest within 14 days from the day of withdrawal from the Purchase Contract. In the case of a complete withdrawal from the Purchase Contract, the Seller shall also return the delivery costs to the extent corresponding to the cheapest delivery method offered by the Seller. The Seller is not obliged to return the received funds before the Buyer hands over the goods to it or proves that they sent the goods to the Seller.
14. The Seller shall return the funds in the same way it received them from the Buyer, unless the Buyer explicitly chooses or agrees to another method of return which will not be associated with further costs for them. If return in the original way is technically impossible or does not correspond to the chosen payment method, the Seller shall invite the Buyer to provide a bank account number. Funds cannot be returned to accounts of third parties or to accounts intended for the repayment of credits, loans, and similar performances.
15. The claim to a promotional benefit (in particular a gift, discount, or other advantage) arises only if the order meets the conditions of the relevant campaign. If, as a result of a complete or partial withdrawal from the Purchase Contract, the condition for providing the promotional benefit ceases to be met, the Buyer is obliged to return the provided promotional benefit, in particular the gift, to the Seller as well. If the Buyer does not return the provided promotional

benefit, the Seller is entitled to demand compensation for its value, if this value was communicated to the Buyer in advance or is otherwise determinable.

16. If the Buyer applied a discount, discount code, or another price advantage when ordering, the Seller returns the funds corresponding to the price actually paid by the Buyer after taking into account such a discount or advantage upon withdrawal from the Purchase Contract. In the case of a partial withdrawal from the Purchase Contract, the discount or price advantage will be taken into account proportionally or in another way corresponding to the rules of the relevant campaign, if these rules were communicated to the Buyer before sending the order.

## **VIII. RIGHTS FROM DEFECTIVE PERFORMANCE AND CLAIMS**

### **A. RIGHTS FROM DEFECTIVE PERFORMANCE (LEGAL WARRANTY)**

1. The Seller is responsible to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is responsible to the Buyer that the goods correspond to the agreed description, type, quantity, quality, and other agreed characteristics, are fit for the purpose for which the Buyer requires them and with which the Seller agreed, and are delivered with agreed accessories, instructions for use, maintenance instructions, and safety information, if required with regard to the nature of the goods.
2. The Seller is further responsible to the Buyer that the goods are fit for the purpose for which goods of this type are usually used, correspond in quantity, quality, execution, durability, functionality, and other characteristics, including safety, to the usual characteristics of goods of the same type that the Buyer can reasonably expect, and are delivered with accessories, instructions for use, maintenance instructions, and safety information that the Buyer can reasonably expect. When assessing the usual characteristics, account shall be taken in particular of the nature of the goods and public statements made by the Seller or another person in the contractual chain, in particular through advertising or labeling of the goods, unless the Seller proves that such a statement does not concern it according to legal regulations.
3. The Buyer can claim a defect that manifests itself on the goods within a period of two (2) years from its receipt. If a defect manifests itself within a period of two (2) years from the receipt of goods, it is legally presumed that the goods were defective already upon receipt, unless the nature of the goods or the defect excludes it or the Seller proves otherwise.
4. If the subject of the purchase is second-quality goods, goods with a defect, unboxed, as-new, or otherwise discounted goods due to their specific condition, the Buyer acknowledges that such goods may have characteristics, defects, or

signs of wear corresponding to the information specified for the goods in the Web Interface of the Shop. A defect in such goods is not a defect, characteristic, degree of wear, incompleteness, or damage for which a lower price was agreed, if the Buyer was informed about them before concluding the Purchase Contract.

5. A right from defective performance does not belong to the Buyer if they caused the defect themselves, in particular by incorrect use, unsuitable maintenance, careless handling, mechanical damage after receipt of the goods, incorrect storage, or using the goods in contradiction with the instructions for use, safety instructions, preservation conditions, or the purpose for which the goods are intended. A defect in the goods is not wear caused by its usual use nor, for goods sold at a lower price, the defect for which the lower price was agreed.
6. If the goods have a defect, the Buyer can demand its removal. According to their choice, they can demand the delivery of new goods without a defect or repair of the goods, unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the second method. The Seller may refuse to remove the defect if it is impossible or disproportionately expensive, in particular with regard to the significance of the defect and the value the goods would have without the defect.
7. For second-quality goods, goods with a defect, unboxed, as-new, or otherwise discounted goods due to their specific condition, when assessing the appropriateness of the chosen method of removing the defect, account shall also be taken of the nature of the goods, their condition, and the information specified for the goods in the Web Interface of the Shop. If, with regard to the nature of such goods, it is not possible to deliver new goods without a defect or the same piece of goods, the defect may be removed in another legal way, in particular by repair, a reasonable discount, or return of the purchase price, if the legal conditions for it are met.
8. The Seller shall remove the defect within a reasonable time after it is claimed so as that it does not cause significant difficulties to the Buyer, taking into account the nature of the goods and the purpose for which the Buyer bought the goods. If it is necessary for processing the claim, the Buyer shall provide the Seller with the necessary cooperation, in particular allow the Seller to assess the claimed goods.
9. The Buyer can demand a reasonable discount from the purchase price or withdraw from the Purchase Contract if the Seller refuses to remove the defect or does not remove it in accordance with legal regulations, the defect manifests itself repeatedly, the defect is serious, or it is obvious from the Seller's statement or circumstances that the defect will not be removed within a reasonable time or without significant difficulties for the Buyer.

10. It is not possible to withdraw from the Purchase Contract solely due to an insignificant defect in the goods. The fact that the defect is insignificant must be proven by the Seller. This does not affect other rights of the Buyer from defective performance.
11. If the Buyer withdraws from the Purchase Contract due to a defect in the goods, the Seller shall return the purchase price to the Buyer without undue delay after it receives the goods or after the Buyer proves that they sent the goods to the Seller.
12. If the Seller or the manufacturer provides a quality guarantee for the goods, its conditions are governed by the warranty statement or another confirmation of the warranty. The quality guarantee does not affect the statutory rights of the Buyer from defective performance.

## **B. MAKING A CLAIM (RECLAMATION PROCEDURE)**

1. Rights from defective performance are asserted by the Buyer with the Seller as a claim. The Buyer can assert a claim in particular in one of the following ways:
  - (i) through an online claim wizard or another tool available in the Web Interface of the Shop, if this option is available;
  - (ii) by e-mail to [info@unuo.nl](mailto:info@unuo.nl);
  - (iii) by sending the claimed goods together with a claim notice to the address: [unuo.cz](mailto:unuo.cz) – expediční sklad, Vožická 3163 – Lesíkar, 390 02 Tábor, Czech Republic;
  - (iv) in any other unequivocal way made towards the Seller.
2. The use of the online claim wizard, claim form, or another similar tool is not mandatory; the Buyer can assert a claim also in another unequivocal way towards the Seller.
3. For fast processing of the claim, the Seller recommends that the Buyer specify their identification and contact data, order number or another identification of the purchase, designation of the claimed goods, description of the defect or how the defect manifests itself, and eventually also the requested method of processing the claim. Depending on the nature of the defect, it is recommended to attach a photograph of the goods or its packaging.
4. Summary practical information on the claim procedure is also specified in the relevant Claims tab in the Web Interface of the Shop. This information serves the Buyer as a guide for easier application of a claim.
5. If the Buyer sends the claimed goods to the Seller, the Seller recommends packing the goods suitably so that further damage does not occur during

transport, and attaching the order number, invoice, or another document allowing the identification of the Purchase Contract. The Seller recommends sending the claimed goods clean, if possible and reasonable with regard to the nature of the goods. Failure to attach the specified documents does not in itself affect the application of a claim, if the Purchase Contract and the claimed goods can be identified in another way.

6. Upon the application of a claim, the Seller shall issue a written confirmation to the Buyer, in which it states the date of application of the claim, the content of the claim, the requested method of processing the claim, and the contact details of the Buyer for the purpose of providing information on the processing of the claim.
7. The Seller shall assess the claim without undue delay. The claim, including the removal of the defect, must be processed and the Buyer must be informed about it within a reasonable period, usually not exceeding 14 days from the day of application of the claim. If the Seller does not respond within this timeframe, the claim is legally deemed accepted. After the vain expiry of this period, the Buyer can withdraw from the Purchase Contract or demand a reasonable discount.
8. The Seller shall issue a confirmation to the Buyer about the date and method of processing the claim, including confirmation of the execution of the repair and its duration, or a written justification for rejecting the claim.
9. The Seller may offer the Buyer a free or recommended method of sending the claimed goods to the Seller. Information on this method is specified in the claim procedure in the Web Interface of the Shop or communicated to the Buyer upon application of the claim. The Seller recommends that the Buyer assert a claim for compensation of purposefully incurred costs associated with a justified claim without undue delay and document their amount. If the Buyer uses another method of transport of the claimed goods than the free or recommended method offered by the Seller, the compensation of costs will be assessed according to their purposefulness.

## **IX. REVIEWS**

1. Reviews marked as verified come from Buyers who actually purchased the goods from the Seller. Verification takes place in particular through a rating link sent to the Buyer after the purchase. This link is linked to a specific order and allows insertion of a rating only once.
2. If reviews or ratings taken from an external review service or reputable public evaluation portals are displayed in the Web Interface of the Shop, the verification of such reviews is governed by the rules of the relevant external review service.

The Seller shall state or otherwise make accessible information about the fact that they come from an external review service with such reviews.

3. The Seller publishes consumer reviews in a way that does not distort the overall picture of the rating of the goods or the shop. The Seller may choose not to publish or to remove a review only for reasonable grounds, in particular if it contains illegal, inappropriate, advertising, or unrelated content.

## **X. PROTECTION OF PERSONAL DATA**

1. The Seller processes the personal data of the Buyer in accordance with legal regulations (including the GDPR), in particular for the purpose of concluding and fulfilling the Purchase Contract, processing rights from defective performance, maintaining the User Account, and fulfilling statutory obligations. Detailed information on the processing of personal data is specified in the Personal Data Protection (Privacy Policy) document, available on the interface of the Seller's online shop here: <https://www.unuo.nl/gdpr/> .
2. Information on the use of cookies and similar technologies in the Web Interface of the Shop is specified in a separate Cookie Statement (Cookie Policy) document available in the Web Interface of the Seller's shop in the Personal Data Protection tab. The Buyer or another user can adjust the cookie settings through the cookie banner or the relevant settings available in the Web Interface of the Shop.
3. If, according to legal regulations, the consent of the Buyer or another user of the Web Interface of the Shop is required for the processing of personal data, sending commercial communications, or using cookies and similar technologies, such consent is granted separately. By concluding the Purchase Contract or accepting these Terms and Conditions, such consent is not granted.

## **XI. DISPUTE RESOLUTION**

1. Complaints and suggestions of the Buyer are processed by the Seller without undue delay through the e-mail address [info@unuo.nl](mailto:info@unuo.nl). The Seller informs the Buyer about the method of processing the complaint to the e-mail address from which the complaint was sent, or to another contact communicated by the Buyer.
2. A Buyer who is a consumer has the right to an out-of-court (alternative) settlement of a consumer dispute arising from the Purchase Contract. Alternative dispute resolution (ADR) may be sought through the competent consumer bodies and dispute boards (such as *De Geschillencommissie*) in the consumer's country of residence.

3. In the case of a cross-border consumer dispute, the Buyer can also contact the European Consumer Centre (ECC) in their country of residence for free advice and assistance.
4. The out-of-court settlement of a consumer dispute is initiated exclusively at the request of the consumer, and only if the dispute could not be resolved directly with the Seller. The application can be submitted within the periods specified by the relevant national procedural rules.
5. The Seller undertakes to seek primarily out-of-court resolution of disputes with the Buyer, unless the Buyer rejects it. Eventual mutual disputes between the Seller and the Buyer shall be finally resolved by general courts.

## **XII. CHANGES TO THE TERMS AND CONDITIONS**

1. For the Purchase Contract, the wording of the Terms and Conditions effective at the moment of sending the Order by the Buyer is decisive. This wording of the Terms and Conditions is provided to the Buyer in text form together with the order confirmation or in another suitable way allowing its retention and repeated display.
2. The Seller may change or supplement these Terms and Conditions in a reasonable scope for the future. The new wording of the Terms and Conditions is effective from the day specified therein and applies only to Purchase Contracts concluded from the day of effect of the new wording of the Terms and Conditions. The change to the Terms and Conditions does not affect the rights and obligations arisen from Purchase Contracts concluded before the effect of the change to the Terms and Conditions, in particular the rights of the Buyer from defective performance, the right to withdraw from the contract, or rights related to the claim of goods purchased according to the earlier wording of the Terms and Conditions.
3. If the change to the Terms and Conditions concerns a long-term service provided to the Buyer, in particular the User Account or a loyalty program, the Seller informs the Buyer about the change in text form, usually through an e-mail sent to the e-mail address specified by the Buyer, at least 14 days before its entry into effect. If the Buyer does not agree with the change, they can terminate the relevant service free of charge before the entry of the change into effect.
4. The Seller retains individual wordings of the Terms and Conditions for a period reasonable to protect the rights and legally protected interests of the Seller and the Buyers.

## **XIII. FINAL PROVISIONS**

1. The rights and obligations from the Purchase Contract with a consumer having their habitual residence in the Kingdom of the Netherlands shall be governed, in accordance with Article 6(1) of the Rome I Regulation, by Dutch law, in particular the relevant provisions of the Dutch Civil Code (Burgerlijk Wetboek) and consumer protection acts. Such a choice of law does not deprive the Buyer of the protection provided to them by provisions of the legal order of the state where the Seller has its registered office, if they were more favorable for the consumer.
2. These Terms and Conditions are valid and effective in the wording specified in the Web Interface of the Shop on the day of sending the Order by the Buyer.
3. If any provision of these Terms and Conditions is or becomes invalid or ineffective, this fact does not affect the validity and effectiveness of the other provisions of the Terms and Conditions. The provisions of these Terms and Conditions apply to the extent that they are not in contradiction with mandatory legal regulations on consumer protection.