

Pre-contractual information on GTC for CONSUMERS

Company **XANADU a.s.**, ID: 14498138, with registered office at Žirovnická 2389, 10600 Prague 10 - Záběhlice, registered in the commercial register maintained by the Municipal Court in Prague, section B, file 17555, (hereinafter referred to as "**company XANADU a.s.**" or "**supplier**") hereinafter to the **General Terms and Conditions for Consumers** (hereinafter also referred to as "**GTC**"), hereby provides the following pre-contractual information to the customer - a consumer who, when concluding and fulfilling the contract, acts outside the scope of his business activity or outside the scope of the independent performance of his profession:

1. Pursuant to Section 1811 paragraph 2 and Section 1824 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code"), the supplier communicates the following information before concluding the contract:

a) *The company identity, telephone number or e-mail delivery address or other contact information:*

XANADU a.s., delivery address: **Žirovnická 2389, 10600 Praha 10**, phone number: **283891154**, e-mail: **info@xanadu.cz**.

b) *designation of goods or services and description of their main features:*

the goods are marked, including a description of their main characteristics when the customer selects the goods in the e-shop and puts them in the shopping basket. In the case of concluding a contract by e-mail communication, the description of the goods or services and a description of their main properties is given in the supplier's offer, which is sent to the customer's communication e-mail in advance before the conclusion of the contract.

c) *the price of goods or services, or the method of its calculation, including all taxes and fees and other similar monetary payments:*

the price of goods without VAT and including VAT is displayed in the e-shop when selecting it before adding it to the shopping cart. The shipping price without VAT and including VAT is indicated in the e-shop for the shipping options offered: (i) **Cash on delivery**: payment takes place when the customer receives the goods from Direct Parcel Distribution CZ s.r.o. (hereinafter referred to as "DPD"), (ii) **DPD in advance**: payment of the entire price for the goods is made in advance before delivery of the goods to the customer on the basis of an advance invoice sent to the customer. Payment is made to the supplier's account indicated on the advance invoice. The advance invoice is sent to the e-mail specified by the customer. After payment of the full price to the supplier's account according to the advance invoice, the goods are sent to the customer via DPD.

In the case of concluding a contract via e-mail communication, the customer chooses one of the above-mentioned payment options for the goods.

The customer does not pay any taxes or fees or other similar monetary payments beyond the stated price and any transport price.

d) *method of payment and method of delivery or performance:*

In the case of ordering goods through the e-shop, the customer chooses a payment method from the following possible options to select from within the order made via the e-shop: (i) **Cash on delivery**: payment takes place when the customer receives the goods from DPD, (ii) **DPD in advance**: payment of the full price for the goods is made in advance before delivery of the goods to the customer based on the advance invoice sent to the customer. Payment is made to the supplier's account indicated on the advance invoice. The advance invoice is sent to the e-mail specified by the customer. After payment of the full price to the supplier's account according to the advance invoice, the goods are sent to the customer via DPD.

In the case of concluding a contract via e-mail, the customer chooses one of the offered payment methods, as listed above, before submitting a binding offer or before concluding the contract.

The goods are delivered to the customer at a location specified by the customer in the Czech Republic by one of the following methods: (i) **Cash on delivery**: transport via DPD, (ii) **DPD in advance**: transport via DPD.

e) *delivery costs and, if these costs cannot be determined in advance, an indication that they may be additionally charged:*

the costs of delivery of goods ordered through the e-shop are as follows for the individual delivery methods: costs of transport via DPD either (i) **Cash on delivery** or (ii) **DPD in advance**. The specific amount of shipping costs is indicated in the e-shop when placing the order. The costs are charged to the customer according to his choice of the method of delivery of the goods.

The customer chooses the method of delivery and thus also the costs of delivery from the above-mentioned variants even in the case of concluding a contract via e-mail.

f) *data on rights arising from defective performance, as well as rights from warranty and other conditions for exercising these rights:*

RIGHTS FROM DEFECTIVE PERFORMANCE (CLAIM PROCEDURE):

PURCHASE CONTRACT

In the case of concluding a purchase contract, this is governed, among other things, by the provisions of § 2158 et seq. of the Civil Code. The supplier is responsible to the customer that the item (goods) has no defects upon acceptance. In particular, the supplier responds to the customer that at the time the customer took over the item (goods),

- (i) the item (goods) has the properties agreed upon by the parties, and in the absence of an agreement, such properties that the supplier or manufacturer has described or that the customer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,
- (ii) the thing (goods) is suitable for the purpose that the supplier states for its use or for which the thing of this type is usually used,
- (iii) the item (goods) corresponds in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
- (iv) the thing (goods) is in the corresponding quantity, measure or weight,
- (v) the thing (goods) complies with the requirements of legal regulations.

If a defect becomes apparent within six months of receipt, it is considered that the item was already defective upon receipt.

QUALITY GUARANTEE:

The supplier provides a quality guarantee of 24 months, unless a longer quality guarantee period is agreed upon or unilaterally provided (for example, by data on the delivery note, tax document). The quality guarantee begins on the day the customer receives the goods.

RIGHTS FROM DEFECTIVE PERFORMANCE IN THE PURCHASE CONTRACT:

The customer is entitled to exercise the right from a defect that occurs in the goods within twenty-four months of receipt, or in a longer warranty period, if it was provided or negotiated.

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If the item (goods) does not have the characteristics listed above, the customer may request:

- (i) delivery of a new item without defects, if this is not unreasonable due to the nature of the defect,
- (ii) if the defect concerns only a part of the item, the customer can only request the replacement of the part,
- (iii) if the exchange according to the above is not possible or the delivery of a new item is not possible, the customer can withdraw from the purchase contract.
- (iv) However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the customer has the right to have the defect removed free of charge.

The customer has the right to the delivery of a new item or the replacement of a part even in the case of a removable defect, if the item (goods) cannot be used properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the customer also has the right to withdraw from the purchase contract.

If the customer does not withdraw from the purchase contract or does not exercise the right to the delivery of a new item without defects, to the replacement of its component or to the repair of the item, he can demand a reasonable discount. The customer has the right to a reasonable discount even if the supplier cannot deliver a new item without defects, replace its part or repair the item, as well as in the event that the supplier does not remedy the situation in a reasonable time or that the remedy would cause significant difficulties for the customer.

The right of defective performance does not belong to the customer if the customer knew before taking over the item (goods) that the item had a defect, or if the customer himself caused the defect.

If the item (goods) has a defect for which the supplier is liable, and if the item (goods) is sold at a lower price or a used item, the customer has the right to a reasonable discount instead of the right to exchange the item.

The right to defect does not apply:

- a) for an item sold at a lower price due to a defect for which a lower price was agreed,
- b) on the wear and tear of the thing caused by its usual use,
- c) in the case of a used item, a defect corresponding to the degree of use or wear and tear the item had when the customer took it over, or
- d) if it follows from the nature of the matter.

Other warranty exclusions: The warranty does not apply to delivery defects that were caused by: the fault of the customer, use of the delivery in violation of the manufacturer's or supplier's instructions, continued use of a damaged or incomplete or other (including type-matched delivery with other product or serial numbers) delivery, failure to carry out regular routine user inspection and maintenance according to the instructions of the manufacturer (in any form, especially in the attached manual) and the supplier, incorrect installation by the customer, inappropriate storage, incorrect use, computer viruses, use of consumables that do not correspond to the original specification, interference with the delivery by a person other than is authorized to perform service, unless the customer proves that the above manipulation did not cause the defect. The supplier is not responsible for damage caused by a third party, atmospheric discharge in the electrical network, electrostatic discharge, connection to an electrical network that does not comply with the relevant ČSN and chemical influences. Furthermore, the warranty does not cover damage caused by natural disasters, violent damage, weather effects or operation under extremely unusual conditions (excessive dust, humidity, etc.) or in an aggressive environment. The warranty also does not cover damage to the device due to excessive mechanical wear. The warranty also does not cover worn parts such as printer heads, ink ribbons, type wheels, toners and other similarly worn materials if the damage is due to normal wear and tear. The warranty does not apply to cases of non-functionality of the original SW installed by the supplier or manufacturer, caused by the intervention of the customer or a third party in the settings of the installed SW. The supplier is not responsible for the compatibility of the delivery with other devices and SW applications for which the functionality requirement has not been explicitly mentioned by the customer..

The customer can exercise rights from the defect with the supplier. For this purpose, he can use the following contacts: E-MAIL: info@xanadu.cz, ADDRESS: Žirovnická 2389, 10600 Prague 10 or at any branch of the supplier (contact details and addresses are listed at www.xanadu.cz).

In the event of a personal claim of a defect (complaint), the supplier will issue a written confirmation to the customer of when the customer has exercised the right, what the content of the claim is and what method of handling the claim the customer requires; further confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or written justification for the rejection of the complaint. Complaints, including handling of the defect, unless a different deadline has been agreed with the customer, will be dealt with within 30 days from the day the complaint is made. Missing the deadline is considered a material breach of the purchase contract.

In the case of a claim by e-mail or letter, a confirmation of the claim with the details specified in the previous paragraph will be sent to the customer by e-mail or post.

If the complaint is justified, the customer has the right to pay the costs associated with the application of the defect (complaint), in particular the cost of postage (sending the goods to the supplier).

SOFTWARE LICENSE TRANSFER AGREEMENT:

In the case of delivery consisting of the transfer of software licenses, the warranty provided by the supplier applies exclusively to the physical unreadability of the media and malfunctions of hardware accessories to the software (HW key, etc.) and does not apply to the functionality of the SW. All guarantees regarding the functionality of the SW derive exclusively from the warranty conditions contained in the "license agreement" of the software manufacturer.

The customer has the right to apply for the removal of the defect for which the warranty is provided, this does not apply to the functionality of the SW, which is governed by the "license agreement" of the software manufacturer.

If the complaint is justified, the customer has the right to pay the costs associated with claiming the defect (complaint).

- g) *information on the duration of the obligation and the conditions for termination of the obligation, if the contract is to be concluded for an indefinite period:*

contracts concluded according to GTC of XANADU a.s. for consumers, they are not contracts for an indefinite period, and thus the duration of the obligation and the terms of termination of the obligation are not stated.

- h) *data on the functionality of the digital content, including technical protection measures:*

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these data are included when ordering goods through the e-shop in the description of the goods, which the customer has the opportunity to familiarize himself with, before concluding a contract or making a binding order. In the case of concluding a contract via e-mail, these data are sent to the customer together with a description of the goods before making a binding order or before concluding the contract.

- i) *data on the interoperability of digital content with hardware and software, which is known to the entrepreneur or for which it can reasonably be expected that he could be known:*

these data, to the extent known to the supplier from the available information, are included when ordering goods through the e-shop in the description of the goods, which the customer has the opportunity to familiarize himself with, before concluding a contract or making a binding order. In the case of concluding a contract via e-mail, these data to the extent specified in the previous sentence are sent to the customer together with a description of the goods before making a binding order or before concluding the contract.

2. Pursuant to § 1820 paragraph 1 of the Civil Code, the supplier hereby fulfills the obligation to provide the customer with information before concluding a contract or providing a binding order:

- a) *costs for means of distance communication, if they differ from the basic rate: the supplier does not charge the customer any costs for means of distance communication, this does not exclude costs that the customer pays for the means of distance communication or its use on his own account to his supplier of communication services on distance.*

- b) *information on the possible obligation to pay an advance or a similar payment, if required: in the event that in the e-shop the customer chooses the option of transport and payment of the price - **DPD in advance**, then payment of the entire price for the goods takes place in advance in advance before the delivery of the goods to the customer based on the advance invoice sent to the customer. Payment is made to the supplier's account indicated on the advance invoice. The advance invoice is sent to the e-mail specified by the customer. After payment of the entire price to the supplier's account according to the advance invoice, the goods are sent to the customer via the company. The procedure is the same in the case of concluding a contract via e-mail, if the customer chooses the DPD option in advance.*

- c) *in the case of a contract whose subject is repeated performance, the shortest period for which the contract will bind the parties:*

the contract concluded with the customer, as stated in the GTC, is not a contract with repeated performance, and thus the shortest period for which the contract is concluded is not stated.

- d) *in the case of a contract concluded for an indefinite period or the subject of which is repeated performance, information on the price or the method of its determination for one settlement period, which is always one month, if this price is unchanged:*

the contract concluded with the customer, as stated in the GTC, is not a contract for an indefinite period or a contract with repeated performance, and thus no information is given about the price or the method of its determination for one settlement period.

- e) *in the case of contracts concluded for an indefinite period or the subject of which is repeated performance, data on all taxes, fees, other similar monetary payments and costs for the delivery of goods or services determined in accordance with letter b):*

the contract concluded with the customer, as stated in the GTC, is not a contract for an indefinite period or a contract with repeated performance, and thus no information is given on taxes, fees, other similar monetary payments and costs for the delivery of goods or services, with the exception of information on the price of the goods and the price transport, which are displayed when ordering a delivery or which are sent to the customer by e-mail in the supplier's offer.

- f) *if the right to withdraw from the contract can be used, the conditions, deadline and procedures for exercising this right, as well as the form for withdrawing from the contract, the details of which are determined by the implementing legislation:*

- i. The customer has the right to withdraw from the concluded contract without giving a reason within a period of 14 days, which, in the case of a purchase contract, runs from the day of receipt of the goods; in the case of a contract, the subject of which is several types of goods or the delivery of several parts, from the date of acceptance of the last delivery of goods, or in the case of a contract, the subject of which is a regular repeated delivery of goods, from the date of acceptance of the first delivery of goods.
- ii. If the customer was not informed about the right to withdraw from the contract according to § 1820 paragraph 1 letter f) of the Civil Code, which is stated in the previous paragraph, the customer has the right to withdraw within one year and fourteen days from the date of the beginning of the period for withdrawal, as the beginning is indicated in the previous paragraph. However, if the customer was informed of the right to withdraw from the contract within this period, the fourteen-day withdrawal period starts from the day the customer received the instruction..
- iii. To withdraw from the contract, the customer can use a **sample form** that can be found at www.xanadu.cz – tab About the company - section General Terms and Conditions, the form can be downloaded in PDF format. The customer sends the completed form by mail or e-mail to the contacts listed below. The supplier does not allow withdrawal from the contract via a sample form by filling it in and sending it via the website. It is not the customer's responsibility to use the sample form. If the customer does not use the form, he must inform the supplier of his withdrawal, indicating the addressee: XANADU a.s. with registered office at Žirovnická 2389, 10600 Prague 10, in the form of a unilateral legal transaction (for example, by letter sent via the postal service operator to the company address listed above, or by e-mail to info@xanadu.cz).
- iv. The customer has the right to withdraw from the contract, according to the right of withdrawal, as stated above, and does not have to state the reason for withdrawal, and there is no penalty associated with the use of the right to withdraw. If the customer uses the right to withdraw from the contract as stated above, the deadline for withdrawal is considered to be preserved if the customer sends a notification to the supplier that he is withdrawing from the contract during it (the deadlines for withdrawal are stated above).
- v. If the customer withdraws from the contract, he will send or hand over to the supplier without undue delay, no later than 14 (fourteen) days from the withdrawal from the contract, the goods he received from him. The goods will be sent or delivered in person to the address XANADU a.s., Žirovnická 2389, 10600 Prague 10. The deadline is considered to have been met if the customer sends the goods back before the expiry of 14 days.
- vi. In the event of withdrawal from the contract according to the above, the supplier will return to the customer without undue delay, no later than fourteen days from the withdrawal from the contract, all funds including delivery costs (except for additional costs incurred as a result of the customer's chosen delivery method, which is other than the cheapest method of standard delivery offered by the supplier, which he accepted from him on the basis of the contract), in the same way - by the same means of payment that was used to carry out the transaction, unless the customer expressly specified otherwise. With the return of funds, the customer does not bear any costs. If the customer withdraws from the purchase contract, the supplier is not obliged to return the received funds to the customer before the customer hands over the goods to him or proves that he has sent the goods.

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- vii. The customer is responsible for the reduction in the value of the goods as a result of handling these goods in a way other than that which is necessary to become familiar with the nature and properties of the goods, including their functionality.
- viii. **Exclusion of withdrawal:** The supplier informs that in the case of delivery of digital content, if it was not delivered on a physical medium and was delivered with the prior express consent of the customer before the expiry of the withdrawal period, the customer does not have the right to withdraw from the contract.
- ix. The customer **does not have the right to withdraw** from the contract according to § 1837 of the Civil Code in the following cases and in some others listed in § 1837. These are contracts:
 - A. on the supply of goods or services, the price of which depends on fluctuations in the financial market independently of the will of the supplier and which may occur during the withdrawal period,
 - B. on the delivery of goods that have been modified according to the customer's wishes or for his person,
 - C. on the delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery,
 - D. about the delivery of goods in closed packaging, which the customer removed from the packaging and for hygienic reasons it is not possible to return it,
 - E. about the delivery of an audio or video recording or a computer program, if the customer has broken their original packaging,
 - F. about the delivery of digital content, if it was not delivered on a physical medium and was delivered with the prior express consent of the customer before the expiration of the withdrawal period and the supplier informed the consumer before concluding the contract that in such a case he does not have the right to withdraw from the contract.y.

- g) *information that in the event of withdrawal from the contract, the customer will bear the costs associated with returning the goods, and in the case of a contract concluded via a means of distance communication, the costs for returning the goods, if these goods cannot be returned by the usual postal route due to their nature:*

You will bear the direct cost of returning the goods. If the goods cannot be returned by the usual postal route, you will bear the direct costs of returning the goods in the amount according to the costs and prices according to the chosen return method. Estimated costs, the amount of which the supplier does not know exactly and cannot influence, can be in the range of CZK 100 to 500 incl. VAT.

- h) *for a contract for the supply of digital content (digital content means data that is produced and delivered in digital form, such as computer programs, applications, games, music, videos or texts, regardless of whether they are obtained by downloading, by the method of streaming, from a material carrier or in another way), does not have according to § 1837 letter l) of the Civil Code, the customer has the right to withdraw from the contract,*

- i) *information on the existence, method and conditions of out-of-court handling of customer complaints, including information on whether a complaint can be addressed to a supervisory or state supervisory authority:*

with any complaints, the customer can contact the supplier at:
XANADU a.s., Žirovnická 2389, 106 00 Praha10
Email: info@xanadu.cz
Phone: 283891154

According to Act No. 634/1992 Coll., on consumer protection, the consumer has the right to an out-of-court settlement of a consumer dispute arising from a purchase contract or a contract for the provision of services. The entity that is authorized to carry out an out-of-court settlement of such a dispute is the Czech Trade Inspection. The website of the Czech Trade Inspection, which provides more detailed information, is: www.coi.cz.

An out-of-court settlement of a consumer dispute is initiated exclusively at the request of the consumer, and only if the dispute has not been resolved with the company. XANADU a.s. settle directly. A proposal to initiate a consumer dispute can be submitted no later than 1 year from the day the consumer asserted his right, which is the subject of the dispute, with the company. XANADU a.s. first.

In the case of cross-border disputes, the European Consumer Center Czech Republic helps consumers to access the relevant entity for the out-of-court resolution of consumer disputes.

The consumer can also submit a proposal through the EU out-of-court consumer dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/>. Only a consumer living in the EU can submit a proposal here to a trader based in the EU.

The delivery is subject, among other things, to Act No. 634/1992 Coll., on consumer protection, where the supervisory authority is the Czech Trade Inspection or the relevant trade office, to which complaints can be addressed.

The interpretation of the concepts and terms mentioned in this Pre-Contractual Information will be carried out according to the definitions of the concepts and terms in the GTC.

Pre-contractual information on GTC XANADU a.s. for consumers, version 7.0, valid from 17. 8. 2023.