

INSTRUCTION ON THE EXERCISE OF THE CONSUMER'S RIGHT TO WITHDRAW FROM A CONTRACT

DEFINITIONS OF TERMS

Consumer: "A consumer is every individual who, outside the framework of their business activity or outside the framework of their independent exercise of their profession, concludes a contract with an entrepreneur or otherwise deals with an entrepreneur."

Seller: "A seller is any person who, independently and on their own account and responsibility, carries out a gainful activity by trade or similar means with the intention of doing so continuously for the purpose of obtaining a profit. For the purposes of consumer protection, a seller is also considered to be any person who concludes contracts related to their own commercial, production, or similar activity or in the independent exercise of their profession, or a person who acts in the name or on behalf of the seller."

Seller (Identification): MATISTOTELES s.r.o., Company ID No.: 245 92 269, Tax ID No.: CZ245 92 269, registered office at Římská 1222/33, Prague 2 – Vinohrady, Post Code 120 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 443776, **email address:** reklamace@matistoteles.cz, complaints@matistoteles.cz.

Distance Contract: A "distance contract" means a contract between the Seller and the Consumer concluded without the simultaneous physical presence of the contracting parties, exclusively by means of one or more means of distance communication, in particular via an online interface, electronic mail, telephone, fax, addressed letter or catalogue.

Contract Concluded Outside the Seller's Business Premises (Off-Premises

Contract): An "off-premises contract" is understood as a contract between the Seller and the Consumer:

- a) concluded in the simultaneous physical presence of the Seller and the Consumer at a place which is not the Seller's business premises,
- b) at the conclusion of which the Consumer made an offer to the Seller at a place which is not the Seller's business premises,
- c) concluded in the Seller's business premises or via means of distance communication immediately after the Seller individually and personally addressed the Consumer at a place which is not the Seller's business premises, or
- d) concluded during or in connection with a sales event.

(hereinafter the "Contract")

Right to Withdraw from the Contract within a 14-Day Period: If the Buyer is a **Consumer**, they have the right to withdraw from a concluded contract **without**

giving any reason within 14 days. This period is counted from the day following the day on which the Consumer (or a third party designated by the Consumer, other than the carrier) **takes over the goods.** If the contract involves several types of goods or the goods are delivered in parts, the period runs from the receipt of the **last delivery of goods.** For contracts for the **provision of services or delivery of digital content** not supplied on a tangible medium, the 14-day period runs from the **conclusion of the contract.**

Extension of the Period in Case of Failure to Inform: If the Consumer was **not properly instructed** about the right of withdrawal (i.e. did not receive this instruction in a durable form such as written or email form), they may withdraw from the contract up to **1 year** after the end of the standard 14-day period. If, however, the Consumer is subsequently provided with this instruction during that one-year period, the withdrawal period will expire **14 days** after the day the Consumer received the instruction.

Method of Exercising the Right of Withdrawal: To exercise the right of withdrawal, the Consumer must **clearly inform** the Seller (company **MATISTOTELES s.r.o.**) of their decision by a unilateral act (for example, by a letter sent via postal services or by e-mail). The Consumer may use a **model withdrawal form** (see below) to notify the withdrawal, but this is not an obligation – the withdrawal can be made **by any clear statement** addressed to the Seller. If the withdrawal notice is sent by **e-mail**, the Seller recommends including the text “Withdrawal from Contract” in the subject line of the message and providing the order number or invoice number to help expedite processing.

The Seller will **confirm receipt** of the withdrawal notice **without undue delay** in text form (for example, by e-mail). To meet the withdrawal deadline, it is sufficient that the Consumer sends the withdrawal notice **before the 14-day period has expired.** The withdrawal is considered timely if it was dispatched on the last day of the period (for instance, handed over to the postal service or sent by e-mail on that day).

Address for Delivery of Withdrawal Notice: Please send any written withdrawal notice to the Seller’s address: **MATISTOTELES s.r.o., Římská 1222/33, Vinohrady, 120 00 Prague 2, Czech Republic.** For an electronic withdrawal, use the Seller’s contact e-mail: reklamace@matistoteles.cz, complaints@matistoteles.cz.

Consequences of Withdrawal – Return of Goods: If the Consumer withdraws from the contract, they shall **send or hand over** without undue delay, and no later than **14 days from the withdrawal**, any goods that they have received from the Seller. The Consumer bears the direct **costs of returning the goods** (e.g. postal or courier costs), unless the Seller has explicitly offered to bear these costs or failed to inform the Consumer of their obligation to bear them. The deadline for returning goods is deemed met if the Consumer dispatches the goods back before the 14-day

period has expired. The Consumer is advised to return the goods **complete**, with all accessories and documentation, and if possible in the original packaging. **The address for returning goods** is the same as the address of the Seller's registered office, unless otherwise specified.

Consequences of Withdrawal – Refund of Payments: If the Consumer withdraws from the contract, the **Seller will refund all payments** received from the Consumer, including the **costs of delivering the goods** (i.e. the paid postage for delivering the goods to the Consumer), **without undue delay and no later than 14 days** from the withdrawal. However, if the Consumer chose a delivery method other than the least expensive standard delivery method offered by the Seller, the Seller will only refund the delivery costs up to the amount equivalent to the least expensive offered delivery method. The refund will be made **using the same means of payment** that the Seller received from the Consumer (for example, to the same bank account from which the payment was made, or to the same payment card), unless expressly agreed otherwise. **No additional fees** will be charged to the Consumer in connection with the refund.

Withholding the Refund: The Seller may defer the refund until it has received the returned goods **back**, **or** until the Consumer has provided proof of having sent the goods back to the Seller (for example, by providing a postal receipt or a tracking number for the return shipment), whichever occurs first. This does not affect the Seller's right to issue the refund earlier if it receives the returned goods or proof of dispatch before the 14-day deadline.

Condition of Returned Goods and Consumer's Liability: The Consumer is **liable for any diminished value of the returned goods** resulting from handling the goods in a manner other than what is necessary to **ascertain the nature, characteristics and functioning of the goods** (i.e. handling the goods beyond what one could do in a brick-and-mortar shop to examine them). In practice, this means the Consumer can **unpack and inspect** the goods in a similar way as in a physical store, but must not use them beyond that if intending to return them. If the goods show signs of excessive use or damage, the Seller may take this into account and refund the Consumer **an appropriately reduced amount**. The Seller recommends returning the goods in their original packaging, as this helps avoid any decrease in the value of the goods during transport.

Special Cases – Payment for Services or Digital Content Begun During the Withdrawal Period: If the Consumer **requested the commencement of the provision of services or digital content** before the expiry of the withdrawal period and subsequently withdraws from the contract, the Consumer acknowledges that they must pay for the portion of the performance that was provided up to the moment of withdrawal, in proportion to the full price. However, if the performance has been

fully completed (e.g. the service was entirely provided) with the Consumer's prior express consent and their acknowledgment that they would lose the right of withdrawal by giving such consent, then **withdrawal from the contract is no longer possible**. In other words, the Consumer **has no right to withdraw** from a service contract if the service was fully provided with their prior express consent within the 14-day period and after they confirmed that they were aware of losing the right of withdrawal. Similarly, for contracts for the supply of digital content (not delivered on a tangible medium), the Consumer cannot withdraw once the performance has begun with their consent and explicit confirmation that they have been informed of the loss of the right of withdrawal.

Exceptions – When the Consumer Cannot Withdraw (Section 1837 of the Civil Code): The Consumer does **not have the right to withdraw** from a contract within the 14-day period, in particular in the following cases (unless otherwise provided by law):

- **Goods customised to the Consumer's specifications** – contracts for the supply of goods that have been **adjusted according to the Consumer's wishes** or made specifically for the Consumer (i.e. personalised or made-to-order items).
- **Perishable goods** – contracts for the supply of goods which **are liable to rapid deterioration or expiry** (e.g. fresh food), or goods which, after delivery, were inseparably mixed with other items.
- **Sealed goods for health/hygiene protection** – contracts for the supply of goods in a **sealed package**, which the Consumer has unsealed and which cannot be returned for health or hygiene reasons (e.g. certain cosmetic and health protection products once their seal is broken).
- **Audio/video recordings and software** – contracts for the supply of **audio or video recordings** or **computer software** in a sealed package, if the Consumer has unsealed that package after delivery (e.g. unsealing a DVD, CD, or software package).
- **Newspapers and periodicals** – contracts for the supply of **newspapers, periodicals or magazines**, with the exception of subscription contracts for such publications.
- **Repair or maintenance services** – contracts for **repair or maintenance** carried out at the Consumer's location at their request; in such cases, withdrawal is not permitted for services that have already been fully provided or for any replacement parts that were delivered (this exception does not apply for any subsequent, unrequested repairs or deliveries of goods).
- **Accommodation, transport, catering or leisure activities** – contracts for the provision of **accommodation, transport, catering or leisure services** if the contract specifies a particular date or period of performance (e.g.

bookings for one-off events, airline or train tickets for a specific date, tickets for cultural or sporting events).

- **Digital content not on a tangible medium** – contracts for the **supply of digital content** that is not supplied on a tangible medium (e.g. an e-book, software download) if the performance has begun with the Consumer's prior express consent before the expiry of the withdrawal period and the Consumer was informed in advance that they would lose the right of withdrawal.

Summary of the Withdrawal Process: The Consumer sends a withdrawal notice to the Seller within the 14-day period (by e-mail or post), ideally including the details as per the model form. The Seller confirms receipt of this notice. The Consumer then returns the goods to the Seller (no later than 14 days after the withdrawal), and the Seller, within the same period, refunds the Consumer's payments (subject to any justified deductions for diminished value of the goods or failure to meet the return conditions, as described above). If the Consumer has any questions regarding this instruction or the withdrawal process, they can contact the Seller via the customer support line or by e-mail.

WITHDRAWAL FROM CONTRACT FORM

*(complete and send this form **only** if you wish to withdraw from the contract)*

In accordance with Section 1829 et seq. of Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection (hereinafter the "Consumer Protection Act").

To: MATISTOTELES s.r.o., Company ID No.: 245 92 269, Tax ID No.: CZ245 92 269, registered office at Římská 1222/33, Prague 2 – Vinohrady, Post Code 120 00, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 443776, **email address:** reklamace@matistoteles.cz, complaints@matistoteles.cz

I hereby give notice that I withdraw from the contract (purchase contract / contract for the provision of services / other – specify) **concluded on the basis of order No. dated**

Specification of goods/service:
(state the name of the goods or service, and any further identification such as product code, quantity, variant, etc.)

Date of receipt of goods / date of commencement of service:

Consumer's name and surname:

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Consumer's address: *(street and number, city, post code)*

Consumer's e-mail: *(provide if you wish to receive a confirmation of receipt of the withdrawal by e-mail)*

Telephone: *(optional, in case it is necessary to arrange the return method)*

In on

Consumer's signature: *(if this form is sent in paper form)*