

GENERAL TERMS AND CONDITIONS

I. Introductory provision

These general terms and conditions set out the rights and obligations of the seller and the buyer when purchasing in the online store www.mok-eu.com.

II. Definitions

Web: website with online store www.mok-eu.com

Goods: equipment for the use of heat-treated tobacco, tobacco products, related assortment and services; including accessories and related documentation for the Goods

E-shop: an online store located on the Web, enabling the purchase of Goods

Conditions: these general business conditions, which govern the purchase in the E-shop.

Seller: the operator and owner of the E-shop, who is responsible for the delivery of Goods or services ordered by the buyer through the E-shop - Champion International Czech Incorporated s.r.o., with its registered office at Rohanské nábřeží 693/10, Karlín, 186 00 Prague 8, ID number: 06279180, registered at the Municipal Court in Prague under file no. 279349, email: cz@tobechampion.com

Buyer: an E-shop customer who has registered and ordered the Goods. **The sale of Goods to persons under 18 years of age is prohibited.** The conditions in some provisions set different conditions for the buyer-consumer.

Consumer: a natural person over the age of 18 who, outside the scope of his / her business activities or outside the scope of independent professional performance, enters into a contract with or otherwise deals with an entrepreneur.

III. Order

1. The purchase is allowed only to the registered Buyer (for registration see Article V) When placing an order, the Buyer chooses the Goods, the number of pieces of the Goods, the method of payment and delivery. Delivery of the order shall be immediately confirmed by the Seller to the Buyer by e-mail from which he received the order. The current Conditions and recapitulations of the order are attached to the confirmation. The purchase contract is concluded by confirming the order by the Seller to the e-mail address of the Buyer.

2. The Seller warns the Buyer that registration is not possible if there are justified doubts about the identity of the Buyer and the completion of the age of 18 years. If the Seller finds out these circumstances later, he is entitled to call on the Buyer to rectify and / or cancel his registration without further ado.

3. The buyer declares that all his data stated in the order and registration are correct, true, complete and valid at the time of sending the order. Before sending the order by clicking on the "SEND ORDER" button, the Buyer actively (by checking the appropriate field), confirms that he has read these Conditions and acknowledges the conditions of personal data processing.

4. The Buyer acknowledges that the offer of Goods listed on the website may not be current and the Goods in the offer may be unavailable, or available but under different conditions. The customer reserves the right to cancel such order. If the Buyer orders unavailable Goods, the Seller shall

immediately inform him by e-mail that the Goods are not available - in which case the order is canceled without further notice. If the Seller informs the Buyer about a new (modified) offer (e.g. extension of the delivery time, different quantity), the purchase contract is concluded when the Buyer confirms to the Customer by e-mail the acceptance of the modified offer. If the Buyer does not confirm the acceptance of the new offer within 5 working days, the new offer will be canceled without further notice. If part or all of the original order has already been paid, the money will be returned to the Buyer to the account from which the Buyer paid the order. A similar procedure according to this provision will be followed in the event that the Seller's offer in the E-shop contains manifestly incorrect data due to technical or administrative error (for this reason, the Seller is also entitled to cancel the order).

IV. Price and payment terms

1. The Buyer may pay the Price of the Goods and any costs associated with the delivery of the Goods according to the purchase contract to the Seller in the following ways:

a) cash on delivery - in cash or by payment card - provided by the Seller's contractual partner at the place specified by the Buyer in the order (for payment in this way the Buyer may be charged costs commensurate with the Seller's costs associated with cash on delivery - in the amount specified in the order),

b) through an online payment gateway.

2. In the case of payment through a payment gateway, the buyer shall follow the instructions of the relevant electronic payment provider.

3. The purchase price includes the costs of the Seller for packaging and costs associated with the delivery of the Goods in the Czech Republic. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the transport of the Goods to the Seller, in the amount specified in the E-shop, unless it is determined for individual items of the Goods that the transport is free.

4. The Seller shall issue a tax document - invoice to the Buyer regarding the payment received on the basis of the order and send it in electronic form to the Buyer's e-mail. The seller is a payer of value added tax, which is added to the price. The seller does not require payment of a deposit in advance.

5. In the case of cash on delivery, the purchase price is payable upon receipt of Goods.

V. User account

1. Registration is a condition of purchase in the E-shop and is due to the sale of tobacco products only allowed to persons over 18 years of age. Based on the registration, the Buyer can access his customer account and order Goods.

2. When signing in to the customer's account and when ordering goods, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update these whenever they change. The data provided by the buyer in the customer account and the data provided when ordering Goods are considered correct by the Seller.

3. Buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. Access is secured by username and password. The seller is not responsible for any misuse of the customer account by third parties. The buyer is not entitled to allow the use of the customer account to third parties.

4. Seller may cancel the user account, especially in the event that the Buyer no longer uses his user account, or in the event that the Buyer violates obligations under the purchase agreement or these Conditions.

5. Buyer acknowledges that the user account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the Seller, or necessary maintenance of third party equipment.

VI. Delivery

1. The Seller is obliged to deliver the Goods:

(i) to the place specified by the Buyer in the order,

(ii) by means of a consignment to the address of the parcel shop specified by the buyer (if such an option is in the offer of the E-shop).

The Buyer is obliged to take over the Goods at the chosen place. In the event that the place of delivery of Goods is not standardly available for the transport of Goods (impassable road, no entry into the premises, etc.), the Buyer is obliged to notify the Seller of this fact in advance in the order. If he fails to do so, he is obliged to compensate him for the damage caused by complications with the delivery of the Goods.

2. The Goods are considered delivered at the moment when they are taken over by the Buyer. The Buyer is obliged to take over the ordered goods in person. Upon receipt of the Goods, the Buyer is obliged to submit to the carrier a valid document with a photo, according to which the age of the Buyer can be verified. **The Buyer acknowledges that the postal service that will deliver the Goods is not entitled to hand over the Goods to the Buyer without verifying their age (min. 18 years) using a photo ID.** The refusal of the Buyer to submit a valid document with a photograph to the carrier constitutes a reason for immediate withdrawal from the contract by the Seller.

3. Immediately after taking over the Goods, the Buyer is obliged to inspect the Goods and record the detected defects on carrier complaint report, if they were obviously caused by the carrier (or if it cannot be ruled out, due to the nature of the damage, that the damage was caused by the carrier). If the delivered Goods clearly do not correspond to the order, the Buyer is entitled to refuse to accept it.

4. The Buyer is obliged to inspect the Goods immediately after unpacking.

5. If the Buyer does not accept the postal item with the Goods, and / or does not prove the age of majority (see above), the Seller is entitled to charge the Buyer the costs associated with sending the Goods (postage and packing), in the usual amount.

6. In the event that the mode of transport is contracted on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this mode of transport.

VII. Defective performance rights

1. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding regulations (especially the provisions of

§§ 1914 to 1925, §§ 2099 to 2117 and §§ 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll. ., on consumer protection).

2. The Seller is responsible to the Consumer that the Goods are not defective upon receipt. In particular, the Seller is responsible to the Consumer for ensuring that:

(i) the Goods have the characteristics which the Seller or the manufacturer stated for the Goods or which the Buyer expected with regard to the nature of the Goods and on the basis of advertising or promotion of the Goods by the Seller,

(ii) the Goods are fit for the purpose stated by the Seller or for which Goods of this type are usually used,

(iii) the Goods are in the appropriate quantity, measure or weight; and

(iv) The goods comply with the requirements of the valid legislation of the Czech Republic.

3. In the event of a defect, the Buyer may submit a complaint to the Seller and request:

(i) exchange for new Goods,

(ii) repair of the Goods,

(iii) a reasonable discount from the purchase price,

(iv) withdrawal from the contract,

depending on the nature of the breach of contract - see below.

4. The buyer has the right to withdraw from the contract:

(i) if the goods are substantially defective,

(ii) if the item cannot be used properly due to the recurrence of the defect or defects after repair,

(iii) in the event of a larger number of defects in the goods.

5. A breach of contract is substantial when the party to the breach already knew about it at the time the contract was concluded, and when they knew that the other party would not have entered into the contract if it had foreseen the breach.

6. In the event of a defect that constitutes a minor breach of contract (regardless of whether the defect is remediable or irreparable), the Buyer is entitled to rectification of the defect or to a reasonable discount on the purchase price. In the event of a warranty defect consisting in the partial or complete malfunction of the tobacco use equipment, the Buyer is automatically entitled to exchange of the Goods.

7. If a remediable defect has occurred repeatedly after repair (usually a third claim for the same defect or a fourth for different defects) or the goods have a large number of defects (usually at least three defects simultaneously), the Buyer has the right to claim a discount on the purchase price, exchange goods or withdraw from the contract.

8. If the Buyer does not withdraw from the contract or does not exercise the right to deliver new Goods without defects, to replace a part of the Goods or to repair the Goods, he may request a reasonable discount. The Consumer has the right to do so even if the Seller cannot deliver new Goods without defects, replace its part or repair the Goods, as well as if the Seller does not remedy in a reasonable time or that arranging a remedy would cause the Consumer difficulties.

9. The Buyer does not have defective performance rights if the Buyer knew before taking over the Goods that the Goods were defective, and / or if the Buyer himself caused damage or malfunction of the Goods by improper handling (e.g. obvious non-regular cleaning, treatment contrary to the

instructions for use, rough handling or damage by falling, etc.). The Seller is not responsible for defects caused by normal wear and tear.

10. The Buyer is entitled to exercise their right on the defect that occurs in the Goods within twenty-four months from receipt. If the defect becomes apparent within six months of receipt, it is considered that the Goods were defective at the time of receipt.

11. If the Buyer requests so, the Seller shall confirm in writing the extent and duration of his obligations arising from defective performance and the manner in which the Buyer may exercise the rights arising therefrom.

VIII. Complaint handling procedure

1. The Buyer is obliged to file a complaint with the Seller, without undue delay from the discovery of the defect. If he does so in writing or electronically, he should provide his contact details, a description of the defect and a request for the method of handling the complaint. For this, he may use the form available in the footer of the Website (hereinafter referred to as the "**complaint form**").

2. The Buyer is obliged to inform the Seller in the complaint form which right (method of remedy) he has chosen when notifying about the defect, or without undue delay after notifying about the defect. Changing this option without the consent of the Seller is possible only if the Buyer has requested the remedy of a defect that proves to be irreparable.

3. If the Buyer does not choose his right from a material breach of contract, the Seller shall choose the method of handling the complaint.

4. The Buyer is obliged to prove the purchase of the Goods (preferably by proof of purchase). The deadline for settling a complaint runs from the moment the complaint is filed (notified). The Buyer shall hand over or deliver the Goods to the Seller to the address of the Seller's registered office (see the header). The Goods should be packed in suitable packaging to prevent damage during transport, it should be clean and complete. The costs of delivery of the Goods to the Seller shall be borne by the Buyer, who is entitled to reimbursement in the event that the complaint is accepted by the Seller.

5. The Seller is obliged to issue a written confirmation to the Buyer stating when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of repair and duration, or written justification for rejecting the complaint.

6. The seller is obliged to immediately, no later than three working days from receipt of the complaint, decide on the method of handling the complaint, or that a professional assessment is required for the decision. Information on the need for expert assessment will be communicated to the Buyer within this period. Complaints, including the elimination of defects will be settled by the Seller without undue delay, no later than 30 days from its application, unless the Seller and the Buyer agree in writing on a longer period. After the expiration of this period, the Buyer has the same rights as if it were a substantial breach of contract.

7. If the Seller refuses to eliminate the defect of the Goods, the Buyer may request a reasonable discount on the price or withdraw from the contract.

8. The warranty period is extended by the time from the claim to its settlement or until the time when the Buyer was obliged to pick up the Goods. If the Goods or part thereof is exchanged, the Seller's liability shall apply as if it were a purchase of new Goods or part thereof.

9. If it is not possible to monitor the status of the settlement of the complaint online, the Seller undertakes to inform the Buyer of the settlement of the complaint by e-mail or via SMS depending on the request.

IX. Retention of title

The Seller remains the owner of the Goods until full payment by the Buyer has been made. The risk of damage to the Goods passes to the Buyer upon its acceptance.

X. The Consumer's right to withdraw from the contract

1. If the purchase contract is concluded through the E-shop, the Consumer has the right to withdraw from the contract without giving a reason within 14 days of receipt of the Goods and / or from the date of receipt of the last delivery of goods if the subject of the contract is several types of goods or delivery of several parts.

2. In the event that the Consumer wishes to withdraw from the contract within 14 days in accordance with the previous paragraph, he shall contact the Seller and state in writing that he is withdrawing from the contract. In the withdrawal, he will state the order number, the date of purchase and the account number for the refund. To withdraw from the purchase contract, the Consumer may also use the sample form, which forms an annex to these Conditions. Withdrawal from the purchase contract can be sent by the Consumer to, among other things:

a) registered office of the Seller (see header)

b) e-mail address: cz@tobechampion.com

3. In the event that the Buyer withdraws from the contract pursuant to the preceding paragraphs, the Seller shall return the funds received from the Buyer within 14 days of withdrawal from the purchase contract by the Buyer, in the same way as they were received by the Seller, unless the Buyer specifies otherwise. These funds may be reduced by additional costs with reference to the method of delivery of the Goods chosen by the Buyer, which is different from the cheapest method of standard delivery of the Goods offered by the Seller.

4. If the Buyer withdraws from the purchase contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer sends the Goods to him and has the opportunity to inspect the condition of the Goods.

5. However, the provisions of the Act on withdrawal from the contract within 14 days cannot be understood as a possibility of free loan of the Goods. In the case of exercising the right to withdraw from the contract within 14 days of receiving the Goods, the Consumer must, within 14 days of withdrawal from the contract, hand over to the Seller everything that was delivered or handed over to him by the Seller on the basis of the purchase contract. If this is no longer possible (e.g. the Goods have been destroyed or worn out in the meantime), the Consumer must provide monetary compensation in return for what can no longer be handed over. If the returned Goods are only partially damaged, the Seller may exercise the right to compensation from the Consumer and set off his claim against the returned purchase price. In such case, the seller is obliged to prove the damage.

6. The Buyer is not entitled to withdraw from the contract for the purchase of tobacco fillings and aids and preparations for cleaning tobacco use equipment, for which the Buyer has in any way broken the protective case or packaging ensuring their hygienic safety, including damage or removal of cellophane packaging.

7. If the returned Goods are damaged by a breach of the Buyer's obligations, the Seller is entitled to claim from the Buyer compensation for the reduction in the value of the Goods and together with any other costs incurred due to withdrawal from contract deduct it from the returned funds.

8. The period for withdrawal from the contract lasts 14 calendar days (not working days) and begins on the calendar day following the receipt of the Goods by the Consumer, while withdrawal from the purchase contract must be sent to the supplier no later than the last day of this period.

9. The Seller is entitled to withdraw from the contract at any time before delivery of the Goods, if they are not objectively able to deliver the Goods to the Buyer for reasons within the scope of third parties and / or if it turns out that the Buyer has breached a previously concluded contract with the Seller.

XI. The Seller's right to withdraw from the contract

1. In addition to the legal reasons, the Seller is entitled to withdraw from the purchase contract at any time. The seller is entitled to withdraw from the purchase contract at any time, if it turns out that the Buyer is a person under 18 years of age. Likewise, the seller is entitled to withdraw from the purchase contract at any time if it turns out that the Goods were purchased for the benefit of a person under 18 years of age.

2. The refusal of the Buyer to submit a valid document with a photograph to the carrier upon delivery of the Goods constitutes a reason for immediate withdrawal from the contract by the Seller.

XII. Protection of personal data

Prior to concluding the purchase contract, the buyer was acquainted with the conditions of processing his personal data, available at this link:

<https://moktest.oss-cn-beijing.aliyuncs.com/moktest/video/English/A.pdf>

XIII. Other rights and obligations of the contracting parties

1. The handling of Consumer complaints is provided by the Seller via the electronic address cz@tobechampion.com or via tel. +420 800 999 990. Information on the settlement of the Buyer's complaint shall be sent by the Seller to the communicated electronic address of the Buyer, or contact the Buyer via the provided phone number.

2. The Seller is entitled to sell the Goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with the Consumer Protection Act.

3. No rights of the Consumer may be exercised for gifts within the framework of possible sales events, which are provided to the Buyer by the Seller completely free of charge. Such Goods fall under the regime of the gift contract and related legislation of the Czech Republic.

4. The Buyer acknowledges that the color shades of the Goods in the images on the Website as well as the shapes may differ from reality (monitor settings, age, room lighting, photo angle, etc.).

5. The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer in the use of means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself.

XIV. Conflict resolution

1. Mutual disputes between the Seller and the Buyer are settled by general courts.
2. Pursuant to the Consumer Protection Act (No. 634/1992 Coll.), the Buyer, who is a Consumer, has the right to out-of-court settlement of a consumer dispute arising from a purchase contract or a contract for the provision of services. The entity authorized to conduct out-of-court dispute resolution is the Czech Trade Inspection Authority - more information is available on the website www.coi.cz (hereinafter referred to as the "CTIA").
3. Out-of-court settlement of a consumer dispute is initiated exclusively at the motion of the Consumer, and only if the dispute has not been resolved directly with the Seller. The motion may be filed with the Seller no later than 1 year from the date on which the consumer exercised his right, which is the subject of the dispute, for the first time.
4. The Consumer has the right to initiate out-of-court dispute resolution online through the ODR platform available at ec.europa.eu/consumers/odr/.
5. Supervision of compliance with obligations under the Consumer Protection Act (No. 634/1992 Coll.) is performed by the Czech Trade Inspection Authority (www.coi.cz).

XV. Final Provisions

1. These Terms and Conditions are valid as stated on the Website on the day of concluding the purchase contract. After its confirmation by the Seller, the Consumer's order is archived as a concluded contract for the purpose of its fulfillment and further records, and access to the Buyer is available on request.
2. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the Consumer's rights arising from generally binding regulations.
3. The Contracting Parties may deliver all written correspondence by electronic mail. The Buyer delivers correspondence to the Seller to the e-mail address specified in these Conditions. The Seller delivers correspondence to the Buyer to the e-mail address specified in his customer account.
4. The buyer hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.
5. The purchase contract, including business conditions, is archived by the seller in electronic form and is not accessible.
6. If any provision of the Terms is or becomes invalid or ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and additions to the purchase contract or the Conditions require a written form.
7. All rights to the E-shop, especially copyrights to the content, including all aspects of graphics, photos, videos, trademarks, logos and other content belong to the seller. It is forbidden to copy and otherwise use the website or part of it in violation of this provision without the consent of the Seller.
8. The seller is not bound by any codes of conduct in relation to the Buyer in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.

9. The Seller reserves the right to make changes to these Conditions. These changes do not apply to orders completed before the respective changes take effect and are effective upon their publication on the Website.

10. Other matters not listed here are governed by the Civil Code, the Consumer Protection Act in the case of Consumers and other relevant legal regulations.

11. The appendix to the Business Conditions consists of a sample form for withdrawal from the purchase contract and a complaint form.

12. These Terms and Conditions are effective from the date of publication on the Website on 4.2.2022.

In Prague on 4.2.2022.

For Champion International Czech Incorporated s.r.o.

Name and Surname, post

Attachments (available in the footer of the Website):

- Sample form for withdrawal from the purchase contract
- Complaint form