

TERMS AND CONDITIONS OF BUSINESS

TAIL TALES, s.r.o., business ID number: 19706782, registered office: Jiráskova 284/10,
682 01 Vyškov

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I. BASIC PROVISIONS

1. Terms Used

The Terms and Conditions of Business use terms with the following meanings:

Civil Code, CC Act No. 89/2012 Coll., the Civil Code, as amended.

Terms and Conditions of Business These Terms and Conditions of Business, as amended.

Personal Data Processing Policy The personal data processing policy of TAIL TALES, s.r.o., as amended.

Seller TAIL TALES, s.r.o., business ID number: 19706782, registered office: Jiráskova 284/10, 682 01 Vyškov, registered in the Commercial Register kept at the Regional Court in Brno under file number C 135740.

E-shop The E-shop operated by the Seller available on the website www.tailtales.ch

Buyer A person who places an order and concludes a Purchase Contract with the Seller. The Buyer may be a Consumer, Entrepreneur or other person/entity.

Entrepreneur A person/entity that independently carries out, on his/her/its own account and responsibility, gainful activity in a trade or similar manner with the intention of doing so on a regular basis for the purpose of making a profit and that concludes a Purchase Contract in connection with this activity.

Consumer A person who, outside the scope of his/her business activity or outside the scope of his/her independent performance of his/her profession, concludes a Purchase Contract with the Seller or otherwise deals with it.

Parties The Seller and the Buyer jointly.

Purchase Contract A purchase contract concluded between the Parties.

2. Subject of Terms and Conditions

The Terms and Conditions regulate the Parties' rights and duties when conducting business through the E-shop. They define and specify, in particular, the Parties' rights and duties in pre-contractual negotiations on the conclusion of a Purchase Contract, as well as the Parties' rights and duties arising from a Purchase Contract itself.

3. Legal Regime of Contractual Relations

All the Parties' contractual relations are governed by the Czech Republic's legal order. If the Buyer is a Consumer, matters not covered by the Terms and Conditions of Business are governed by the Civil Code and Act No. 634/1992 Coll. (the Consumer Protection Act). If the Buyer is an Entrepreneur, matters not covered by the Terms and Conditions of Business are governed by the Civil Code. Furthermore, the provisions of the Terms and Conditions of Business relating to Consumers, as well as the provisions of the Terms and Conditions referring to or based on legal regulations relating to Consumers, do not apply to an Entrepreneur - instead of the provisions of the Terms and Conditions of Business providing a higher standard of protection, the corresponding provisions of the Civil Code apply to an Entrepreneur.

4. Contact Details

The Seller's contact details are as follows:

Business name: TAIL TALES, s.r.o.
Business ID number: 19706782
Telephone: +420 724 550 592
E-mail address: info@tailtales.cz
Registered office: Jiráskova 284/10, 682 01 Vyškov
Establishment: Moravské Prusy 6, 682 01 Prusy-Boškůvky

The contact details are also listed on the website www.tailtales.cz in the Contacts section.

5. Definition of goods and information stated about goods.

The Seller offers live animals - dogs of puppy age - for sale through the E-shop. Dogs of different breeds are offered, especially dachshunds, poodles and cocker spaniels, and they are dogs from different breeders. The subject of a Purchase Contract is always individually determined and non-substitutable goods. As a part of the information available on the E-shop, the Seller usually provides information about the breeding of the dogs offered and their origin - for example, photos of parents or pedigrees may be included.

The goods offered on the E-shop can only be purchased through the E-shop.

6. Purchase.

The Buyer may purchase the goods (conclude a Purchase Contract) in accordance with the procedure described in Article II of the Terms and Conditions.

7. Focus of Seller's Activity.

The goods are offered by the Seller through the E-shop as part of its retail activities and are not intended for resale as a part of the Buyer's business. If the Buyer is an Entrepreneur that wants to purchase goods for the purpose of his/her/its own business activity, he/she/it is obliged to disclose this information to the Seller during the contracting process.

8. Contents of Purchase Contract.

The Terms and Conditions of Business become part of each Purchase Contract, including the Warranty and the Personal Data Processing Policy, which together form an annex and an integral part of the Terms and Conditions of Business. The Terms and Conditions also include a sample form for a Consumer's withdrawal from a Purchase Contract pursuant to Section 1829 of the Civil Code. Provisions in a Purchase Contract that deviate from the Terms and Conditions of Business shall prevail over the provisions of the Terms and Conditions of Business.

9. Form, language and archiving of a Purchase Contract.

A Purchase Contract is concluded in electronic form. A contract may be concluded in English only. The contractual documentation will be archived with the Seller and the Seller will provide information about it to the Buyer upon request. The Buyer will also have the contract documentation available on a permanent medium - in e-mail communication with the Seller.

10. Consent to the Terms and Conditions.

The Buyer expressly confirms that he/she/it has read the Terms and Conditions, the Warranty and the Personal Data Processing Policy, agrees with them and is aware that they become part of the Purchase Contract. The Seller also sends the Terms and Conditions together with all annexes to the Buyer as an annex to an offer in accordance with Article II(3) of the Terms and Conditions of Business

11. Binding nature of information.

The data provided on the E-shop and in the documents available on the E-shop, in particular the data on the goods, their characteristics and price, etc., are valid and binding, except for data that are obviously incorrect and except for data on the availability of goods. However, the photographs of the goods are for illustrative purposes only and may not correspond to the actual appearance of the goods. A delivery time is arranged individually in relation to a Buyer's order.

12. Costs of using remote communication equipment

Costs incurred by the Buyer using remote means of communication in connection with the conclusion of a Purchase Contract (e.g. costs of internet connection, telephone calls, etc.) shall be borne by the Buyer. There are no additional costs, fees, etc. associated with the use of the E-shop, except for the necessary charges for Internet connection, which are paid by the Buyer depending on the Internet connection service used

13. Availability of E-shop.

The Seller is not responsible for the continuous availability of the E-shop and services associated with it, especially with regard to the need for maintenance of hardware and software of the Seller or third parties.

II. ORDER AND CONCLUSION OF PURCHASE CONTRACT

1. Display of goods on the E-shop.

By displaying the goods on the E-shop, the Seller does not make a proposal for the conclusion of a Purchase Contract. Their display is not, of itself, an offer within the meaning of Section 1732 of the Civil Code.

2. Selection of goods and order.

No registration on the E-shop platform is necessary for an order of goods and conclusion of a Purchase Contract. The Buyer selects the goods to be ordered from the current range at the E-shop. The selected goods are then marked in the order form, which is available at the E-shop in the Order Form section. In the Order Form, he/she/it also fills in the personal data marked here (mandatory data are marked with an asterisk), the place of delivery and the preferred method of delivery. The Buyer is responsible for the accuracy of the data provided in an order or provided to the Seller in connection with the conclusion of a Purchase Contract. The Buyer also has the opportunity to provide his/her/its comments on an order before sending it. After checking the data, the Buyer clicks on the “send order” button in the Order Form and sends the order to the Seller. An order does not bind the Buyer and is not an offer within the meaning of Section 1732 of the Civil Code, only an invitation to submit an offer by the Seller.

3. Confirmation of receipt of order and offer.

After an order is sent, the Seller confirms to the Buyer that the order was received. The Seller sends such confirmation by e-mail to the e-mail address provided by the Buyer in the Order Form within 48 hours of receipt of an order. The Seller then evaluates the possible delivery options in relation to the place of delivery indicated by the Buyer in an order. Then the Seller submits an offer to the Buyer, via e-mail communication and on the basis of the data contained in the order, to conclude a Purchase Contract with a total price including the cost of delivery of the goods. However, it is up to the Seller whether to make an offer. If it refuses to make an offer, it shall notify the Buyer **within 48 hours** of receipt of an order. An offer made by the Seller must be unconditionally and unreservedly accepted by the Buyer **within 48 hours** of its making, and its acceptance must be made explicitly by e-mail to the Seller’s address.

In an offer, the Seller shall explicitly notify the Buyer that by accepting it, he/she/it undertakes to pay the total price and the costs of delivery of the goods.

4. Conclusion of contract.

A purchase contract is concluded at the moment of receipt of acceptance of an offer into the Seller’s area. Acceptance of an offer with a rider or deviation is not acceptance of the offer but a counter-offer. If such counterproposal is made, the further negotiations of the Parties and the time of conclusion of the Contract will be assessed in accordance with Section 1731 et seq. of the Civil Code.

5. Order by other technical means.

Ordering goods at the E-shop can also be performed using other means, i.e. for example by telephone. In this case, the Buyer is also responsible for the accuracy of the data provided in an order or communicated to the Seller in connection with the conclusion of a Purchase Contract. The Seller, following an order thus made, shall submit, within the period communicated to the Buyer, otherwise **within 48 hours** of the order, an offer to conclude a Purchase Contract with a recapitulation of the data provided by the Buyer and with an indication of the total price including the cost of delivery of the goods, by e-mail to the address communicated for this purpose by the

Buyer. The possibility of the Seller's refusal to make an offer shall apply, as appropriate, to Article II(3) of the Terms and Conditions of Business.

An offer made must be unconditionally and unreservedly accepted by the Buyer **within 48 hours** of its making, and its acceptance must be made explicitly by e-mail to the Seller's address.

6. Order for goods with evidently incorrect data.

If a Buyer's order relates to goods with evidently incorrect data (especially about the price, characteristics of the goods), sending the order to the Seller does not lead to the conclusion of a Purchase Contract. In this case an order is an invitation to the Seller to submit an offer. In such a case, the Seller shall notify the Buyer of the incorrect data, as well as the fact that a Purchase Contract has not been concluded, and shall discuss with the Buyer the possibility of concluding a Purchase Contract for the goods requested by the Buyer.

7. Correction of data after an order has been sent.

If the Buyer discovers an error in data entered by him/her/it after sending an order, he/she/it is obliged to immediately notify the Seller of this error and, at the same time, the correct data. The Seller recommends that such notification be made by e-mail.

8. Correcting errors about correctness of order.

In the event of any doubts on the Seller's part about the accuracy of an order or the data contained herein, the Seller reserves the right to ask the Buyer for additional confirmation of the order and the data contained therein by e-mail in order to prevent errors in the conclusion and performance of the Purchase Contract as well as to minimise the risk of any disputes.

III. TRANSPORT AND DELIVERY OF GOODS

1. Methods of delivery of goods.

When filling in an order form, the Buyer also specifies the preferred method of delivery, and there are three options to choose from - personal pick-up of goods at the establishment's address - Moravské Prusy 6, 682 01 Prusy-Boškůvky, air transport using specialised transport companies (arranged with a place of departure from Prague or Vienna) and transport through veterinary-approved cars for transporting animals provided directly by the Seller.

The Buyer acknowledges that not all delivery methods listed may be provided for each item, depending in particular on the place of delivery specified by the Buyer.

The Buyer also acknowledges that possible delivery dates may be limited due to the use of specific means of transport with regard to the nature of the goods.

The Seller shall take into account the Buyer's request, but is entitled to offer the Buyer a different method of delivery. The method of delivery and the price for transport is always agreed individually

- after evaluating the possibilities for delivery of goods, the Seller submits a specific offer for the method of delivery as part of the offer to the Buyer in accordance with Article II(3) of the Terms and Conditions, in which he/she/it also states the total price including the cost of the method of delivery offered.

In justified cases, the method of delivery may be changed. The Seller shall notify the Buyer of a change. Such change to the method of delivery of goods will not entail an increase in the costs of delivery of goods for the Buyer.

2. Costs of delivery of goods.

The costs of delivery of goods will be borne by the Buyer and paid together with the price of the goods. The amount of costs for the delivery of goods depends on the agreed method of transport and may be influenced, in particular, by the place of delivery, dimensions and weight of the goods. The Buyer will be informed of the specific cost of delivery of goods in the Seller's offer. The Buyer takes note that the costs of delivery may change and additional costs may be billed. The Seller shall notify the Buyer of such change.

3. Delivery time and handover for transport.

The Seller shall deliver the goods to the Buyer after the Buyer pays the price for the goods and the cost of delivery in full, unless the Parties agree otherwise.

The delivery time depends on the agreed delivery method and also depends on the age of the goods. In this context, the Buyer acknowledges that the goods are advertised on the E-shop from the age of 5-6 weeks, and can be prepared and handed over for transport at 15 weeks of age at the earliest. Usually, the goods are shipped at 15-16 weeks of age. However, a specific delivery time is always agreed individually and the Parties may agree to hand over the goods for transport even at an earlier age.

If the goods are to be delivered to a country where the goods are required to be over 4 months old before importation (in some cases up to 1 year old is required), the goods will be placed with either a breeder, the Seller or its representative until importation is possible.

In justified cases, the delivery time may be changed, but usually not by more than a few weeks.

4. Preparation for delivery of goods.

After the conclusion of a Purchase Contract, the Seller shall prepare the goods for delivery. Thus, before the actual delivery of the goods, the Seller ensures, in particular, an appropriate change to the vaccination schedule, the issuance of a passport with the Buyer's name and address, or the issuance of a vaccination card and the Buyer's registration in the national register of dog chips.

In the case of transport inside the European Union, the Seller shall ensure the transport of goods is administered in the TRACES system. To identify the recipient and the destination, it will use the data provided by the Buyer during the conclusion of the Purchase Contract or communicated during the subsequent contracting of the Parties.

Export documentation is provided by the Seller approximately one week prior to handover for transport, and TRACES documentation is then provided in cooperation with a veterinarian, usually several days prior to delivery of the goods.

The Seller will always start to prepare the goods for delivery only after the Buyer pays the price for the goods together with the delivery costs and any other fees and taxes in full.

5. Assistance during delivery and acceptance of goods.

The Buyer is obliged to take delivery of the goods at the agreed place of delivery. If the goods are transported by air, the place of delivery is the international airport designated by the Parties. In this case, the Buyer shall bear the costs additionally incurred in connection with this method of accepting the goods.

The goods are handed over to the Buyer at the moment they are handed over by the carrier.

The Buyer is obliged to provide the Seller with all assistance for the delivery of the goods. In particular, he/she/it is obliged to take delivery of the goods in the proper manner and at the agreed time.

If the goods are delivered outside the European Union and a special permit is required to import the goods to the place of delivery, the Buyer is obliged to obtain such permit and provide the documentation necessary for the delivery of the goods. Until this duty is performed, the Seller is not obliged to perform, i.e. to hand over the goods for transport. The delivery time shall be put back by the period of time during which the Seller could not commence performance as a result of the Buyer's failure to perform such duty.

6. Acquisition of ownership right.

Upon acceptance of the goods purchased, the Buyer acquires the ownership right to them.

7. Failure to accept goods.

If the Buyer fails to accept the goods in full and on time, the Seller shall be entitled to payment for the storage of the goods required as a result of their non-acceptance. The Seller shall be entitled to this payment at the usual rate.

8. Inspection of goods.

Upon acceptance of the goods, the Buyer shall arrange for their inspection by a licensed veterinarian within 48 hours of acceptance. If the Buyer learns of a defect in the goods caused evidently as a consequence of an error in transport, he/she/it will contact the Seller and inform it of the defect in such a manner that the Seller can exercise his/her/its rights regarding the carrier.

9. Delay in delivery of goods and costs incurred in connection therewith.

In the event that for reasons on the Buyer's part the goods are not delivered by the agreed time, the Buyer is obliged to pay the Seller the costs incurred for this reason, in addition to the storage costs, in particular the cost of repeat delivery of the goods or other additional delivery costs.

The Seller is not liable for late or unsuccessful delivery of the goods, as well as for other errors resulting from inaccurate or incorrect data provided by the Buyer. It is also not liable in cases where transport is prevented due to circumstances beyond its control, in particular in the case of health defects in the goods or the existence of legal obstacles to the delivery of the goods.

10. Risk of damage to goods.

The risk of damage to the goods passes to the Buyer upon acceptance of the goods.

11. Deferral or suspension of performance.

If the Buyer fails to fulfil, even partially, his/her/its duty to the Seller to pay the price for the goods in a due and timely manner, the Seller is entitled to postpone or suspend the performance of the Purchase Contract until the proper fulfilment of this duty. The Seller shall notify the Buyer of the postponement or suspension of performance.

IV. PRICE AND PAYMENT TERMS

1. Price of goods.

The prices of goods at the E-shop are stated in EUR including VAT, but they are not final. The total price of the goods, together with the delivery costs and any other charges and taxes, will be communicated by the Seller to the Buyer in the context of an offer pursuant to Article II(3) of the Terms and Conditions, where it will also be stated in euros.

The Seller reserves the right to unilaterally change the prices of goods displayed at the E-shop, but it is not entitled to change the price of goods that are the subject of a Purchase Contract concluded (regarding the costs of delivery see Art. III of the Terms and Conditions, above).

2. Method of payment.

The Buyer will pay the price for the goods by wire transfer to the Seller's account at account number: 131-1905530297/0100 (IBAN:CZ88 0100 0001 3119 0553 0297; BIC/SWIFT:KOMBCZPPXXX).

It may take 1-3 days to transfer the amount from an account with another bank to the Seller's account.

3. Costs of payment.

The Buyer shall bear the costs associated with payment. However, the Seller does not charge any fees for payment. This is without prejudice to the Buyer's duty to third parties (in particular a bank) to pay the costs associated with a payment.

4. Payment of price for goods.

The Seller shall issue an invoice to the Buyer for the total price of the goods including delivery costs, payable within 15 days of its dispatch, so that the due date precedes the moment of the 12th week of the goods' age. This invoice will be delivered to the Buyer by e-mail to the e-mail address provided.

V. RIGHTS UNDER DEFECTIVE PERFORMANCE, COMPLAINTS

1. Quality on acceptance.

The Seller shall be liable to the Buyer for the goods being free from defects upon acceptance. In particular, the Seller shall be liable to the Buyer for the goods:

- (a) corresponding to the agreed description, type and quantity, as well as quality and other agreed characteristics;
- (b) being suitable for the purpose for which the Buyer requires them and to which the Seller has agreed; and
- (c) being delivered with the agreed accessories.

The Seller shall furthermore (except in cases where the Seller specifically advised the Buyer prior to the conclusion of the contract that a certain characteristic of the goods differs and the Buyer expressly agreed to this when concluding the contract) be liable to the Buyer that in addition to the agreed characteristics:

- (a) the goods are fit for the purpose for which they are normally used;
- (b) the goods correspond in terms of quantity, quality and other characteristics, including durability or functionality, to the usual characteristics of goods of the same kind that the Buyer can reasonably expect, also taking into account public statements made by the Seller;

Other cases of the Seller's liability are regulated by the Civil Code, in particular in Section 2161 et seq. of the Civil Code.

In the above context, the Buyer acknowledges that if the colour, size or appearance of the goods differs from the illustration on the E-shop, this is usually not a defect in the goods, but a normal consequence of growth or ageing of the goods.

The Buyer further acknowledges that characteristics usual for a certain type of goods (breed of dogs) are not usually a defect in the goods and hereby declares that he/she/it is familiar with such characteristics of the specific type of goods requested.

2. Presumption of existence of defect upon acceptance of goods.

If a defect appears within one year of acceptance, the goods shall be deemed to have been defective upon acceptance, unless the nature of the goods or the defect precludes this. This period does not run for the time during which the Buyer cannot use the goods, if the Buyer has rightfully complained about the defect.

3. Confirmation of rights under defective performance.

If the Buyer so requests, the Seller shall issue the Buyer in written form (which shall also be deemed to include the form of electronic e-mail communication) with a confirmation of the duties under defective performance to the extent provided by law.

4. Buyer's rights under defective performance.

If the goods have a defect, the Buyer may request its correction, the delivery of new goods, request a reasonable discount or withdraw from the contract.

5. Delivery of new goods and correction of defect.

He/she/it may, at his/her/its option, request delivery of new goods without a defect or the repair of the goods, unless the chosen method of correcting the defect is impossible or disproportionately expensive compared to another.

With regard to the specific nature of the goods and their non-substitutability, the Buyer is aware that the delivery of new goods free of defects or the exchange of goods for new goods without defects will be objectively impossible in almost all cases.

The Seller may refuse to correct a defect if it is impossible or unreasonably costly to do so, particularly in view of the defect's significance and the value that the goods would have without the defect.

The Seller shall correct a defect within a reasonable time after the defect was identified so as not to cause the Buyer significant inconvenience, taking into account the nature of the goods and the purpose for which the Buyer purchased the goods. The Seller shall accept the goods to correct a defect at its own expense. If the Parties so agree, it is also possible for the Buyer to have a defect corrected by a third party at the Seller's expense.

6. Reasonable price discount and withdrawal from contract.

The Buyer may demand a reasonable discount or withdraw from the contract if:

- (a) the Seller refuses or fails to correct a defect;
- (b) a defect occurs repeatedly;

(c) a defect is a material breach of contract; or

(d) it is apparent from the Seller's statement(s) or from the circumstances that a defect will not be corrected within a reasonable time or without substantial hardship for the Buyer.

A reasonable discount is determined as the difference between the value of the goods without a defect and the defective goods received by the Buyer. The Buyer may not withdraw from the contract if a defect in the goods is non-material; a defect shall be assumed not to be non-material.

If the Buyer withdraws from the contract, the Seller shall refund the Buyer the purchase price without undue delay after receiving the goods or after the Buyer proves that he/she/it has sent the goods.

7. Statement of defect (complaint) and choice of law under defective performance.

A defect can be complained about to the Seller. However, if another person is designated to carry out a repair at a location closer to the Buyer, the Buyer shall complain about it to the person designated to carry out the repair.

The Buyer can complain about a defect that occurs in the goods within two years of acceptance. This period does not run for the time during which the Buyer cannot use the goods, if the Buyer has rightfully complained about a defect.

In order to exercise rights under defective performance, the Buyer must notify the Seller of a defect in the goods. As a part of a notification of defects in the goods, the Buyer shall describe the defects complained about in the goods and their manifestations, the Buyer acknowledges that if he/she/it does not provide a description of the defects claimed in the goods and how these defects manifest themselves, the Seller cannot proceed to the settlement of a complaint in relation to such defects.

The Buyer is advised to include his/her/its contact details (and, if applicable, a bank account number in case of a refund) in a notification of defects. The Buyer is advised to enclose a proof of purchase of the goods complained about (invoice) to facilitate the settlement of a complaint. The Buyer may send the Seller a notice of defect

- in electronic form to the e-mail address info@tailtales.cz

- in paper form to the address Moravské Prusy 6, 682 01 Prusy-Boškůvky

or may make it or hand it over to the Seller in person at the establishment's address: Moravské Prusy 6, 682 01 Prusy-Boškůvky.

The Buyer shall inform the Seller which right under defective performance (i.e. the specific method of resolving a complaint) he/she/it has chosen preferably at the time of notification of the defect itself or without undue delay thereafter.

8. Exclusions from rights under defective performance.

The Buyer is not entitled to exercise a right under defective performance if the defect was caused by the Buyer, in particular by improper handling of the goods.

A defect in the goods is not understood to mean wear and tear caused by normal use - in the case of the goods offered by the Seller, this exclusion refers mainly to the manifestations of natural ageing.

9. Dealing with complaints.

The Buyer is obliged to provide the Seller with the necessary cooperation for the proper handling of a complaint.

The Buyer is also obliged to provide the Seller with all the necessary information to deal with a complaint, or to provide the documents necessary to deal with a complaint.

The Seller shall issue the Buyer with a confirmation of a complaint, in which it shall indicate when the right was exercised, what the content of the complaint is, what right the Buyer chose and the Buyer's contact details for the purpose of providing information on dealing with the complaint.

A complaint made by the Buyer shall be dealt with by the Seller without undue delay, but no later than 30 (thirty) days after the date of the complaint, unless the Parties agree on a longer period with regard to the nature of the goods or defects. After the expiration of this period, a Consumer may withdraw from a Purchase Contract or demand a reasonable discount on the purchase price.

If a complaint is justified, the Buyer is entitled to compensation for the costs reasonably incurred in exercising his/her/its right.

The Seller shall issue the Buyer with a confirmation of complaint settlement, informing the Buyer of the date and manner of settlement of a complaint, including, if applicable, confirmation of the repair and the duration of the repair, or written justification for the rejection of the complaint.

The Seller shall send a confirmation under this paragraph to the Buyer at the e-mail address provided by the Buyer.

VI. QUALITY WARRANTY

1. Warranty, its content and conditions.

The Seller provides a warranty for the quality of the goods, where its content and conditions, as well as the procedure for exercising rights under the warranty, are set out in the warranty, which is an integral part of these Terms and Conditions of Business. The Warranty is posted on the E-shop website. The Seller also sends it to the Buyer as an annex to an offer in accordance with Article II(3) of the Terms and Conditions of Business. In connection with the designation of the goods in the offer, this document becomes a warranty certificate with all the elements within the meaning of Section 2174a of the Civil Code.

VII. WITHDRAWAL FROM PURCHASE CONTRACT

1. Subject matter.

The provisions of this article regulate withdrawal from a Purchase Contract by the Buyer and the Seller, in particular the reasons and form of withdrawal, return of performance, etc., except for the Buyer's withdrawal within 14 (fourteen) days from the date of acceptance of the goods in accordance with Section 1829 of the Civil Code. This withdrawal is regulated separately in Article VIII of the Terms and Conditions of Business.

2. Withdrawal by the Buyer.

The Buyer is entitled to withdraw from a Purchase Contract for the reasons set out in the Civil Code, a Purchase Contract or the Terms and Conditions of Business.

If the Seller is in default in delivering the goods, the Buyer may withdraw from the contract if the Seller fails to fulfil its duty even within an additional reasonable period of time granted by the Buyer. The Buyer may only withdraw from a contract without an additional period of time if the Seller refuses to perform or if performance at the specified time is necessary in view of the circumstances at the conclusion of the contract or the Buyer notified the Seller before the conclusion of the contract that delivery at a certain time is necessary.

The reasonableness of an additional time period must be assessed in the light of the limited transport options and transport dates offered by carriers.

3. Withdrawal by the Seller.

The Seller is entitled to withdraw from a Purchase Contract in the event that the Buyer materially breaches the Purchase Contract. The Seller is entitled to withdraw from the Purchase Contract in particular (but not exclusively) if:

(a) the Buyer fails to pay the total price for the goods including the cost of delivery of the goods by the due date and in the manner specified in the Purchase Contract;

(b) the Buyer fails to take delivery of the goods at the time and in the manner specified in the Purchase Contract.

The Seller is also entitled to withdraw from the Purchase Contract in the event the goods cannot be delivered within a reasonable time, as well as in the event that the sale or delivery of the goods is not possible due to their health.

The Seller is also entitled to withdraw from a contract if the Buyer is an Entrepreneur and has not disclosed this fact to the Seller in accordance with Article I(7) of the Terms and Conditions of Business. In such case, the Buyer is liable for any damage caused by a breach of this duty.

4. Consequence of withdrawal.

Withdrawal shall be effective upon its delivery to the other Party. Withdrawal from a Purchase Contract by any of the Parties shall terminate the Purchase Contract and the Parties shall be obliged to return the performance provided under the Purchase Contract with any deviations in the following cases.

5. Returning goods to the Seller.

After withdrawal from a Purchase Contract, the Buyer will return to the Seller the goods received from it under the Purchase Contract without undue delay. The Buyer is obliged to return the goods including all accessories supplied. The Buyer is obliged to secure the returned goods so that they are not damaged in transit.

The Buyer acknowledges that the goods cannot be returned by normal postal means due to their nature. The goods must be quarantined for 1 week in a designated facility before they are released for return transport. Return transport must then be arranged by a carrier after the transport documentation has been issued and in compliance with all legislative requirements and animal welfare principles.

The costs of returning goods are borne by the Buyer. The amount of costs associated with returning goods is determined in an amount corresponding to the cost of delivery in accordance with the Purchase Contract.

If the Buyer contacts the Seller in connection with the return of the goods, the Seller shall provide assistance to ensure the safe and cost-effective return of the goods.

6. Return of funds to the Buyer.

The Seller shall return to the Buyer the funds received from the Buyer on the basis of a Purchase Contract (the price of the goods and the cost of delivery of the goods to the Buyer), by wire transfer to the account from which the funds were received from the Buyer or which the Buyer communicates to the Seller for this purpose. The Seller is not obliged to return the funds received to the Buyer before receiving the goods or before the Buyer proves that he/she/it has sent the goods.

VIII. WITHDRAWAL FROM PURCHASE CONTRACT PURSUANT TO SECTION 1829 OF CIVIL CODE

1. Subject matter.

This article of the Terms and Conditions of Business exclusively governs withdrawal from the Purchase Contract by the Buyer without giving any reason pursuant to Section 1829 of the Civil Code.

2. Withdrawal.

If the Buyer is a Consumer, under Section 1829 of the Civil Code he/she has the right to withdraw from a Purchase Contract without giving any reason within 14 (fourteen) days from the date of acceptance of the goods. The time limit is complied with if the Buyer sends a notice of withdrawal from the Purchase Contract to the Seller within that period. The Buyer is entitled to withdraw from a Purchase Contract using the sample form attached to the Terms and Conditions of Business.

3. Impossibility of withdrawal.

The Buyer cannot withdraw from a Purchase Contract in cases covered by Section 1837 of the Civil Code. Due to the subject of the Seller's activity and the range of products offered by the Seller, these are mainly cases of Purchase Contracts for goods manufactured according to a Consumer's requirements or adapted to his/her personal needs. However, the possibility of withdrawing from a Purchase Contract and the application of this exception to the right must be assessed taking into account the circumstances of a particular case.

4. Withdrawal procedure.

Withdrawal from a Purchase Contract pursuant to Article VIII of the Terms and Conditions of Business can be sent by the Buyer in paper form to the address Moravské Prusy 6, 682 01 Prusy-Boškůvky, or in electronic form to the e-mail address info@tailtales.cz, or he/she/it may execute it by telephone on +420 724 550 592.

5. Consequences of withdrawal.

Withdrawal from the Purchase Contract by any of the Parties shall terminate the Purchase Contract and the Parties shall be obliged to return the performance provided under the Purchase Contract.

6. Returning goods to the Seller.

If the Buyer withdraws from the contract, he/she/it shall send or hand over to the Seller without undue delay, at the latest within fourteen days of withdrawal from the contract, the goods received from it, unless the Seller offers to collect the goods itself. The deadline is complied with if the Buyer sends the goods before its expiry.

In this case, the provisions of Article VII(5) of the Terms and Conditions of Business shall also apply with regard to the conditions of return carriage.

7. Cost of returning goods.

In the event of withdrawal from the contract under this article of the Terms and Conditions, the Buyer shall bear all costs associated with the return of the goods to the Seller.

The amount of the costs associated with the return of the goods is determined in an amount corresponding to the cost of delivery in accordance with the Purchase Contract.

8. Return of funds received to the Buyer.

The Seller shall return to the Buyer within 14 (fourteen) days of withdrawal from the Purchase Contract all funds, including the cost of delivery of the goods, that the Seller received from the Buyer under the Purchase Contract, in the same manner. The Seller will only return the funds received to the Buyer in another way if the Buyer agrees to it and if no additional costs are incurred. The Seller is not obliged to return the funds received to the Buyer before receiving the goods or before the Buyer proves that he/she/it has sent the goods.

9. Reduction in value of goods.

The Buyer is liable for any reduction in the value of the goods resulting from handling the goods in a manner other than that necessary to acquaint him/her/it with the nature, characteristics and functionality of the goods.

IX. PERSONAL DATA PROCESSING AND PROTECTION

1. Compliance with legislation.

The Seller declares that the handling of natural persons' personal data is in accordance with valid and effective legislation.

2. Processing policy.

Details and information on the processing of personal data by the Seller are described in the Personal Data Processing Policy, which is an integral part of the Terms and Conditions of Business and is available on the E-shop website and annexed to an offer pursuant to Article II(3) of the Terms and Conditions of Business.

X. DISPUTE RESOLUTION

1. Dispute resolution in court.

The courts of the Czech Republic shall have jurisdiction to settle disputes between the Parties arising out of or in connection with a Purchase Contract (including disputes relating to pre-contractual negotiations, the conclusion of a Purchase Contract and its validity). This is without prejudice to the special provisions on jurisdiction over consumer contracts under Regulation (EU) No 1215/2012 of the European Parliament and of the Council of 12 December 2012 on jurisdiction and the recognition and enforcement of judgements in civil and commercial matters. In the event that a dispute arises between the Seller and an Entrepreneur, the local court competent to resolve such dispute is the Municipal Court in Brno, if the matter is to be resolved in the first instance by a district court, or the Regional Court in Brno, if the matter is to be resolved in the first instance by a regional court.

2. Out-of-court dispute resolution with a Consumer.

In the event that a consumer dispute arises between us and a Consumer under a Purchase Contract that cannot be resolved by friendly agreement, the Consumer may submit a proposal for out-of-court settlement of such dispute to the designated entity for out-of-court settlement of consumer disputes, which is:

Czech Trade Inspection Authority

Central Inspectorate - ADR Department

Štěpánská 44

110 00 Prague 1

E-mail address: adr@coi.cz

Website: adr.coi.cz

In the event of a cross-border dispute between a Consumer residing in another EU country and the Seller, the Consumer may have several options for resolving the dispute out of court or through the courts:

European Consumer Centres Network (ECC-Net)

The European Consumer Centre Network (ECC-Net) provides information on consumer rights in the European common market and offers free help and advice to consumers in their disputes with businesses in other European Union countries, Norway and Iceland.

Resolving a case through the ECC network is usually the least formalised way of resolving a dispute. A Consumer contacts the branch of the ECC network in his/her country of residence. The centre processes the case and, if necessary, forwards it to a partner centre in the country where the business is based for resolution with the business. This allows consumers and businesses to communicate in their own language, while the individual centres share the necessary information about the legislation in their respective countries.

The ECC network's assistance is based on counselling and mediation. The ECC cannot therefore give a legally binding decision on a dispute.

For more information or to request assistance in a specific dispute, a Consumer can contact the centre in his/her country of residence. Contact details can be found on the European Commission website.

Consumers can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

3. Consumer complaints to supervisory authorities.

A consumer can contact government supervisory and oversight authorities with his/her complaints. Supervision of compliance with the Consumer Protection Act is carried out by the

Czech Trade Inspection Authority to the extent provided for by law, and supervision of personal data processing is carried out by the Office for Personal Data Protection.

XI. FINAL PROVISIONS

1. Amendments to the Terms and Conditions of Business.

The Seller has the right to amend the Terms and Conditions of Business at any time. However, relationships arising before the effective date of an amendment to the Terms and Conditions shall continue to be governed by the Terms and Conditions as in force on the date on which such relationships arose, unless the Parties agree otherwise.

2. References in the Terms and Conditions of Business.

If a reference in the Terms and Conditions of Business to another provision of the Terms and Conditions is incorrect, such reference shall be to the provision of the Terms and Conditions that most closely corresponds to the reference's meaning.

3. Availability on E-shop.

The Terms and Conditions of Business, including their annexes, the Warranty and Personal Data Processing Policy, are posted on the E-shop website.

4. Force and effect of Terms and Conditions of Business.

The Terms and Conditions of Business shall come into force and effect on 1.3.2023.

TAIL TALES, s.r.o.

Seller and E-shop operator