

“Tesco Zásilka” Terms and Conditions
(hereinafter referred to as the “Terms and Conditions”)

Tesco in a Box

owned by Tesco Stores ČR a.s., with its registered seat at Vršovická 1527/68b, Prague 10 Vršovice 100 00, Company Identification No.: 45308314, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section B, Inset 1377 (hereinafter referred to as **“Tesco”**).

I. Service – Description, Conditions, Restrictions

These Terms and Conditions set the Parties' rights and obligations for using the Tesco in a Box service, available by means of www.itesco.cz/potravinyonline/ (hereinafter referred to as the **“Service”**). The provisions of these Terms and Conditions are an integral part of the purchase contract.

The Tesco company presents goods on its website www.itesco.cz/potravinyonline/ (hereinafter referred to as the **“Website”**) that any customer can order and purchase by means of the Service. The goods, including prices displayed on the Website, are related to a reference Tesco store and to an unregistered user; and only at the moment of proper registration is the registered user offered the goods at the prices valid in the premises assigned to the user.

The Service is intended exclusively for individuals and households with a delivery address in the Czech Republic. The Service may be used solely by a natural person older than 18 years of age who agrees with the Terms and Conditions, gives consent to the processing of his personal data and registers at www.itesco.cz/potravinyonline/ (hereinafter referred to as the **“Customer”**). A legal person or a natural person-entrepreneur may not become a customer; between a person under 18 years of age, a legal person or a natural person-entrepreneur and Tesco, the purchase contract shall be deemed as not concluded in the context of e-commerce.

II. Customer Registration, User Account, Clubcard

1. Registration form

By completing the registration form on the Website www.itesco.cz/potravinyonline/, the Customer shall have access to his user account (hereinafter referred to as the **“User Account”**). The Customer may order goods from his User Account.

During the Customer's registration on the Website and when ordering goods, the Customer is obliged to provide exact, precise and true details. The Customer may register for the www.itesco.cz/potravinyonline/ Service only once, based on the first successfully completed registration.

In the event of a change of the Customer's details, he is obliged to update them, either by means of the customer help line or by changing the details directly in his User Account. The details provided by the Customer in the User Account and when ordering goods are considered by Tesco as correct. In order to cancel the registration, the Customer shall contact the help line.

The Customer acknowledges that the User Account may not be available at all times, especially with respect to the necessary maintenance of Tesco hardware and software.

2. Clubcard

A customer registered in the Tesco Clubcard loyalty programme may state his Clubcard number during registration on the Website. At the time of payment for received goods, the Customer's Clubcard account shall be credited with the number of points corresponding to the price of received goods. Should the Customer not accept some of the goods in accordance with the Terms and Conditions, or should he return

the goods in the specified period, his Clubcard shall be debited by the number of points corresponding to the price of the returned goods valid at the time of delivery.

3. Termination of registration

Tesco may suspend or cancel a Customer's registration immediately if there is a reasonable assumption that the Customer is breaching these Terms and Conditions or legal regulations, abusing the Service, tampering with the structure of the Tesco Website or endangering its functioning. Registration also terminates upon termination of the Service by Tesco. The termination or cancellation of registration does not affect those provisions of the Terms and Conditions which, by their nature, persist.

4. Security of the User Account

During the registration process the Customer creates a password for his user account. The Customer is obliged to keep his password confidential and not to share it with other people. The Customer is fully liable for all actions performed on behalf of his account. The Customer is obliged to inform Tesco without delay of any suspicion of abuse or confidentiality breach of his password to a third party. Tesco accepts no liability to the Customer for damage caused by disclosure or abuse of his password.

III. Conclusion of Purchase Contract

All presentations of the goods placed on the Tesco Website are of an informative nature and Tesco is not obliged to conclude a purchase contract regarding these goods.

The availability of the goods presented on the Website is subject to stock and Tesco does not guarantee the availability of all goods. Tesco is entitled to set maximum limits for collection of individual items of goods by one Customer in advance. However, this provision is without prejudice to Tesco's right not to deliver these goods in case of individual orders of large quantities of one type of goods, or to limit the number of ordered items to a reasonable level. The Customer shall always be notified in advance of any non-delivery of an order that is above the limit or a doubtful order or its restriction by Tesco.

A contract for the purchase of goods between Tesco and the Customer is concluded when Tesco confirms the goods ordered by the Customer by sending an electronic delivery note to the Customer's registered email address. Unavailable items will be stated at the top of the list.

The attachment to the electronic delivery note shall contain a link to the current version of the Terms and Conditions.

The Customer shall be given a receipt upon delivery of the goods.

The Customer agrees to use remote means of communication when concluding the purchase contract. The costs incurred by the Customer in using remote means of communication in connection with the conclusion of the purchase contract shall be borne by the Customer himself, and these costs do not vary from the basic rate.

IV. Prices of Goods and Payment Conditions

1. Price of goods

The price of the goods listed on the Website is final including VAT. If the Customer receives goods whose value is higher than the value stated in the Customer's order confirmed by Tesco, the Customer has the full right not to accept such goods.

The amount for goods that are not accepted by the Customer or are unavailable shall not be deducted from the Customer's payment card if he has provided his payment card details for online payment.

All prices include VAT.

2. Delivery fee

The fee for the Service is not included in the price of the goods. The Service fee is 99 CZK if the value of the goods ordered when the order is placed exceeds 700 CZK. If the value of the goods ordered when the order is placed is less than 700 CZK, the Service fee is 179 CZK.

The Customer may pay the price of the goods and the costs associated with the delivery of the goods only on-line via the following debit/credit cards: Visa Debit, Visa Electron, Master Card, Maestro.

The Customer acknowledges that if he intends to pay for the goods online by payment card, authorisation of the payment card (entering the payment card details) must be done when the Order is placed on the Website. Tesco may block an amount of 10 CZK from the Customer's bank account during the pre-authorisation process, in order to verify validity of the payment card. The blocked amount of 10 CZK shall be released from blocking.

In order to decrease the risk of unauthorised access to the Customer's payment card details, these details shall be encrypted during online payment. Full authorisation of the payment card shall be done, and a request for releasing the full amount corresponding to the price of the goods received by the Customer shall be sent to the Customer's bank on the day the goods are delivered. If the Customer cancels his order in accordance with the Terms and Conditions, the blocking according to the previous paragraph shall be released within one month of the purchase.

Prior to making an order, the Customer is obliged to verify that the validity of his payment card shall not expire before the expected delivery date for the ordered goods. Should the Customer's payment card be invalid on the delivery date, Tesco shall not deliver the goods.

Pursuant to the Electronic Records of Sales Act, the seller is obliged to issue a receipt to the buyer. At the same time, the seller is obliged to file received revenues with the tax administrator online; in the case of a technical failure, no later than within 48 hours.

V. Placement, Change and Cancellation of Order by Customer

The Customer places his order after registration through the application on the Website www.itesco.cz/potravinonline/. The Customer may change the order from his User Account or through the customer help line. The Customer may cancel or change the order via the User Account no later than at 11 pm on the day the order is placed. Goods are delivered only on working days from 8 am to 10 pm.

Furthermore, the Customer has the right to cancel the entire order immediately after the receipt of the electronic delivery note via the customer help line on phone no.: + 420 800222555.

VI. Delivery and Reception

When ordering the goods on the Website, the Customer enters his address for delivery of the goods in the Czech Republic. The goods are delivered by courier to the main entrance of the building, whose address is stated as the delivery place in the Customer's order.

The Courier shall make every effort to deliver within the required time, which he has informed the Customer of by SMS or email, but shall not be liable for failure to deliver on time if such failure was caused by facts which, in view of all the circumstances, could not have been influenced by the Courier without investing unreasonable costs.

The goods at the place of delivery may only be received by a person over 18 years of age. Through the Courier, Tesco is entitled to verify the Customer's age, in particular in connection with the sale of alcoholic products, by inspecting the Customer's identity card. Provided that the Customer's necessary age is not

proven, the Courier will not hand over the goods, unless the goods are handed over to a person who meets the above conditions.

If there is no person capable of receiving the goods at the agreed time and place chosen by the Customer, the Customer is obliged to contact the Courier's customer help line.

An ineffective delivery does not affect Tesco's right to demand and enforce payment of the Service fee. If the Customer requests a repeated delivery, he acknowledges that Tesco and/or the Courier may charge him a repeated Service fee.

Upon receipt of the goods from the Courier, **the Customer is obliged to check that the box is undamaged** and in the event of any defects notify the Courier immediately. **If the packaging of the box has been broken**, indicating unauthorised intrusion into the consignment, **the Customer does not have to accept the consignment from the Courier**. This does not affect the buyer's rights due to liability for defects of the goods and other buyer's rights arising from generally binding legal regulations.

VII. Withdrawal from Contract and Returning Goods

The Customer may withdraw from the purchase contract without providing a reason, within 14 days from the receipt of the goods. The withdrawal is also possible for partial items of the purchase.

The Customer acknowledges that it is not possible to withdraw from a contract for goods that:

- a) are highly perishable (for example, packaged bread),
- b) have been removed from their packaging and it is not possible to repack the goods for hygiene reasons,
- c) have been irretrievably mixed with other goods (contaminated by other goods), and also
- d) newspapers, periodicals or magazines, audio or video recordings or computer programs if the Customer has broken their original packaging, alcohol and cigarettes if the Customer has broken the seal.

When returning goods, the Customer is only liable for their decrease in value as a consequence of handling the goods in a manner other than that necessary in order to find out the character and features of the goods, including their function.

The Customer may withdraw from the contract by filling in a template withdrawal form available [here](#), and sending it by post at his expense to the following Tesco address: Tesco Zásilka, Hypermarket Tesco, Rašínova třída 1669, Hradec Králové, PSČ 500 02.

If the Customer withdraws from the contract, he shall send the withdrawal and the relevant goods at his expense to this company address: Tesco Zásilka, Hypermarket Tesco, Rašínova třída 1669, Hradec Králové, PSČ 500 02, or hand the goods over at any Tesco store (taking into account the store's product range), within fourteen days of the withdrawal from the contract. The Customer shall return the goods complete, i.e. including all supplied accessories, with complete documentation, undamaged and clean. If the Customer uses the goods within the 14-day withdrawal period and then returns the goods, he shall bear the costs incurred by Tesco in connection with the wear and tear of the goods. Tesco is entitled to unilaterally set off its claim for damages to the goods against the Customer's claim for a refund of the purchase price.

If the Customer withdraws from the contract, Tesco shall refund all money received from the Customer under the contract, including delivery costs, within fourteen days of the withdrawal from the contract. Tesco is not obliged to refund money sooner than it has received the goods from the Customer or a confirmation that the goods have been sent out to Tesco.

If the Customer returns the goods at a Tesco store, he may at his request be refunded cash for the returned goods unless he agrees to exchange the return goods for other products.

With respect to compliance with hygiene standards and these Terms and Conditions, the Customer agrees that in case of any suspicion of their breach by the Customer Tesco is entitled to refuse the withdrawal from the contract and to send the returned goods back to the Customer at his expense and if this is not possible (for example, for hygiene reasons or due to a breach of the protective packaging), Tesco is entitled to dispose of the goods without delay.

The Customer acknowledges that in the event of a withdrawal the relevant number of points shall be debited from his Clubcard. The provisions of this Article do not affect the provisions of the Terms and Conditions regulating failure to receive goods due to a different price. Similarly, this Article does not affect any rights or obligations that the Customer has under generally binding legal regulations or the Terms and Conditions relating to the exercise of the Customer's rights due to liability for defects of goods (claims for defective goods).

The Customer also acknowledges that if by returning goods under this Article the purchase value drops below the financial threshold determining the application of a discount coupon, Tesco is entitled to claim the corresponding discount coupon amount retroactively.

VIII. Returnable Packaging

The prices of goods in returnable packaging do not include the deposit for this packaging. Information about the amount of the deposit is given for the specific product. The Customer can return the returnable packaging and receive the deposit back during opening hours at a Tesco store. The returnable packaging cannot be returned directly to the Courier driver, nor can a voucher be redeemed for returned deposited bottles via the Service.

IX. Claims

Tesco recommends that the Customer should not accept goods which are damaged upon delivery. If any defects of goods appear after the goods have been accepted, the Customer has the right to:

- a) take photos of goods worth 200 CZK or less and send the photos of the damaged goods by email, together with a scan of the receipt, the order number and his bank account to the Tesco customer help line: potravinyonline@itesco.cz; the price of the claimed goods shall then be sent to the Customer's bank account,
- b) file a claim for defective goods at any Tesco store, considering the product range sold,
- c) send goods worth over 200 CZK by post to the address: Tesco Zásilka, Hypermarket Tesco, Rašínova třída 1669, Hradec Králové, PSČ 500 02, the price of the claimed goods shall then be sent to the Customer's bank account,

for goods over 200 CZK, if they are severely damaged/broken and sending them would be very difficult or dangerous, it is sufficient to take photos of the goods and send the photos of the damaged goods by email, together with a scan of the receipt, the order number and the Customer's bank account to the Tesco customer help line: potravinyonline@itesco.cz ;

X. Electronic Vouchers

An electronic voucher (hereinafter referred to as the “**e-voucher**” or “**discount code**”) is an alphanumeric code delivered to the Customer by email or SMS or which the Customer obtains by other means (for example, by clicking on an advertising banner). An e-voucher entitles the Customer to a discount on the total price of a purchase made using the Service. The use of the e-voucher is regulated by the Service Terms and Conditions and by conditions relating to the e-voucher and communicated to the Customer. The use of the e-voucher may be subject to the Customer fulfilling certain conditions, such as reaching a pre-determined purchase price, registering for the Service within a certain period of time, etc. The e-voucher is non-transferrable, it may not be exchanged for cash and it does not entitle the Customer to performance other than that associated with the e-voucher. The validity of the e-voucher is time-restricted. After the validity of the e-voucher expires, there is no more entitlement to a discount.

The Customer uses the e-voucher by entering the discount code into the Service web application before completing his order. If the Customer has met all the conditions required in order to get the discount associated with the e-voucher, the total expected purchase price (including Service fee), after deduction of the discount, is generated for the Customer.

Unless stated otherwise in a specific case, only one e-voucher may be used within one order placed using the web or mobile Service application and a particular e-voucher may only be used once.

It is assumed that by using the e-voucher the Customer agrees to the terms and conditions of its usage. If, at the time goods are delivered, the purchase contract between Tesco and the Customer is amended to the purchase of goods for a purchase price lower than the condition for using the e-voucher, the Customer's entitlement to the discount associated with the e-voucher shall be terminated and the Customer shall be charged the full price.

Tesco accepts no liability for any misuse of an e-voucher, the inability to use it due to technical problems or due to the e-voucher being stolen from the Customer. The Customer bears full responsibility and the consequences resulting from incorrect use of the e-voucher or from sharing it with other persons. The e-voucher for free transport is not valid for the "Click and Collect" service.

For the purposes of determining the number of Clubcard points that the Customer is entitled to, the decisive price is the discounted purchase price.

XI. Website

1. Protection of intellectual property rights

The owner and operator of the Website is Tesco, which is entitled to exercise property rights to the Website in accordance with Act No. 121/2000 Coll., the Copyright Act, as amended. Tesco possesses all copyright to its own content, Website visualisation and design, including all displays on this Website, as well as the databases forming its content.

2. Use, management and availability of the Tesco Website

Any person visiting www.itesco.cz/potravinyonline/ is a user of this Website (hereinafter referred to as the "User") and, when using it, is obliged to comply with applicable legal regulations, to act with good behaviour and in accordance with the Terms and Conditions, and not to cause harm to Tesco's reputation and rights or other Users' rights.

In particular, the User agrees not to:

- a) use the whole Website or its individual parts for other than his own needs, i.e. he shall not copy, download or share the content of the Website without its owner's prior consent;
- b) infringe on other Users' use of the Website or prevent them from using the Website in any way, or try to enter the User Accounts of other Customers;
- c) create more than one User Account in order to harm the Service provider, use lump-sum benefits associated with the Customer's account without authorisation or restrict access to the Service to other persons;
- d) infringe on the content or technical nature of the Website in any way without Tesco's consent;
- e) infringe on the security of the Website;
- f) use the Website for disseminating unsolicited emails (spam) and chain messages, send viruses or other dangerous or harmful programs to the Website.

Tesco may remove harmful content from the Website and require and demand that a User who has caused damage to Tesco by abusing the Service, pay this damage in full. Damage is deemed to be any kind of

damage caused to Tesco, to another company of the Tesco Group or damage claimed against Tesco by third parties that have been caused damage as a result of abuse of the Service.

Tesco takes every effort to improve the quality of the Service and to ensure that the content of the Website is accurate, correct and up to date. Errors or technical issues may occur when using the Website. In such case, the Customer may report such error to the customer phone line and Tesco shall attempt to remove the error without undue delay.

Tesco reserves the right to restrict Users' access to the Website for the time necessary in order to perform repairs, maintenance or system upgrade or to implement new system elements.

The Customer agrees that Tesco is not liable for:

- a) technical difficulties, interruption of the Website;
- b) incompatibility of the Website with the Customer's terminal equipment or software or his connection to the electronic communications network;
- c) third party advertising performed by a third party via the Website;
- d) errors resulting from third parties' interference in the Website or from use of the Website contrary to its purpose.

XII. Personal Data Protection and Consent to Processing

Related provisions can be found in the corresponding section of the Tesco Privacy Policy which is accessible through the Tesco website at: www.itesco.cz/ochrana-osobnich-udaju.

XIII. Changes to the Terms and Conditions

Tesco reserves the right to change the Terms and Conditions at any time. The new Terms and Conditions shall be effective on the date they are published on www.itesco.cz. An archive of previously valid Terms and Conditions is available on this website. When ordering goods via the Service after an amendment to the Terms and Conditions has become effective, the Customer is deemed to agree to the new Terms and Conditions.

XIV. Final Provisions

These Terms and Conditions as well as all commitments arising from use of the Service are regulated by Czech law. Resolution of any disputes is fully within the jurisdiction of the Czech court that has territorial jurisdiction according to Tesco's registered seat. If dissatisfied, the Customer can contact Tesco through the customer support contacts or contact a state supervisory authority, the Czech Trade Inspection Authority.

XV. Out-of-court Resolution of Consumer Disputes

Out-of-court resolution of consumer disputes is a system that enables an alternative procedure in resolving disputes between consumers and entrepreneurs, outside traditional judicial proceedings. If dissatisfied, the Customer can file a complaint with an out-of-court resolution body, which in this case is the Czech Trade Inspection Authority, as the competent state supervisory authority, and the European Consumer Centre Czech Republic for resolving consumer disputes online. For more information about out-of-court settlement of consumer disputes, please visit the Czech Trade Inspection Authority's website: www.coi.cz and the platform for online dispute resolution at the website <http://ec.europa.eu/consumers/odr>.

These Terms and Conditions regulate the terms of the Service and at the moment a purchase contract is concluded with the Customer they become an integral part of the purchase contract.

In the event of a discrepancy between the Czech and English versions of the Terms and Conditions or the content of www.itesco.cz/potravinonline/, the Czech version shall prevail. Should any provision of the Terms and Conditions be found to be invalid by the competent court, the invalidity of this provision shall not affect

the other provisions of the Terms and Conditions which shall remain valid and effective. If, in the event of an individual or repeated breach of the Terms and Conditions, Tesco has not exercised its rights which arose as a result of the breach, by no means can this be deemed a waiver of rights and it does not affect Tesco's right to enforce such performance. If Tesco excuses a breach of any provision of these Terms and Conditions, this shall not be construed as a waiver of future breaches of these provisions or other breaches of other provisions of the Terms and Conditions.

XVI. Customer Support Contact Details:

Service:	www.itesco.cz/potravinyonline/
Tesco customer phone line:	+ 420 800222555
Courier website:	https://www.dpd.com/cz/cs/
Courier customer phone line:	+ 420 225 373 373