

RIGHTS ARISING FROM DEFECTIVE PERFORMANCE AND COMPLAINTS PROCEDURE CODE TO SALE OF NON-FUNGIBLE TOKENS BY LOBKOWICZ COLLECTIONS

effective date: 2022/11/2

1. SCOPE OF THIS COMPLAINTS CODE

- 1.1 This complaint procedure code ("**Complaints Code**") shall apply to all sales of non-fungible tokens (NFT) by **Lobkowicz Collections, o. p. s.**, a public benefit society with its registered seat at Nelahozeves, Castle Nelahozeves 1, department of Mělník, Post Code 27751, Czech Republic, ID No. (IČO): 25734857, Tax ID No. (DIČ): CZ25734857, registered in the Register of public benefit societies administered by the Municipal Court in Prague, Section O, Insert 94 ("**Lobkowicz Collections**" or "**we**") within the scope of Non-Fungible Castle project available from the Website.
- 1.2 The Complaints Code sets your rights arising from defective performance and the conditions for exercise of those rights by you ("**Complain**").
- 1.3 The Complaints Code forms the integral part of the Terms and conditions of sale of non-fungible tokens by Lobkowicz Collections ("**Terms**") and is available in the electronic form at the Website. Upon your request, we shall provide you with the Complaints Code in text form.
- 1.4 For the definitions of the terms contained in this Complaints Code, the terms set out in the Terms shall apply mutatis mutandis.
- 1.5 By placing the order in accordance with the Article 4. of the Terms, you confirm that you are familiar with this Complaints Code.
- 1.6 This Complaint Code shall apply only to Purchase Agreements concluded between us and Buyers who are consumers as defined in the EU Consumer Rights Directive.
- 1.7 In the case of facts or situations that are not regulated by this Complaints Code, your rights and/or Complaint procedure shall be in accordance with the applicable legislation of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended ("**Civil Code**"), and the Act No. 634/1992 Coll., on Consumer Protection, as amended ("**Consumer Protection Act**").

2. QUALITY ON RECEIPT

- 2.1 We shall be liable to you that the purchased Digital Artwork (as specified in the Article 2.3 of the Terms) which the NFT identifies at the time when you receive the NFT in your Digital wallet:
 - Has the characteristics described by us at the Website and within the limits specified in the Terms, namely in the Article 9 of the Terms;
 - Is fit for the purpose of use specified in the Terms in the Article 7.3 of the Terms;
 - Is in the appropriate measure stipulated at the Website; and
 - Complies with the requirements of the legislation.
- 2.2 If the Digital Artwork does not meet the above requirements upon receipt by you, you have the right to have new Digital Artwork delivered without defects (by updating metadata within the NFT), unless this is unreasonable due to the nature of the NFTs. If the defect relates only to a part of the Digital Artwork, you may only demand replacement of the part; if this is not possible, you may withdraw from the Purchase Agreement and demand a full refund of the purchase price. However, if this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, you are entitled to have the defect remedied free of charge.

- 2.3 If you do not withdraw from the Purchase Agreement or do not exercise the right to have new Digital Artwork delivered without defects, to have parts replaced or repaired, you may demand a reasonable discount on the purchase price.
- 2.4 You are also entitled to a reasonable discount if we are unable to deliver you the new Digital Artwork without defects, replace a part of it or repair it, as well as if we fail to remedy the defect within a reasonable time specified in this Complain Code or if the remedy would cause you considerable difficulties.
- 2.5 If the defect becomes apparent within six months of receipt, the Digital Artwork shall be deemed to have been defective on receipt.

3. LIABILITY FOR DEFECT

- 3.1 Our liability for defects which are a material or immaterial breach of the Purchase Agreement applies to defects in the Digital Artwork arising within 24 months of NFT's reception, for which liability for quality on reception according to Article 2 of this Complaints Code does not apply.
- 3.2 If the defect is a material breach of the Purchase Agreement, you have the right, at your option, to have a new Digital Artwork delivered, to have it repaired, to receive a reasonable discount or to withdraw from the Purchase Agreement (with the right to a full refund of the purchase price). If the defect is an immaterial breach of the Purchase Agreement, you have the right to have the defect remedied or a reasonable discount.
- 3.3 You have the right to delivery of a new, defect-free Digital Artwork within the NFT, replacement of a part, a purchase price reduction or withdrawal from the Purchase Agreement, regardless of the nature of the defect, if the NFT cannot be used properly due to the recurrence of the defect after repair or due to a large number of defects.

4. COMPLAINT PROCEDURE

- 4.1 You have the right to lodge a Complaint with us, at any of our premises where the acceptance of the Complaint is possible with regard to the range of NFT sold, or at our registered office or place of business. You may also lodge your Complaint by telephone call or e-mail using our contact details stipulated in the Article 1.1 of the Terms.
- 4.2 We shall ensure the presence of an employee authorized to receive Complaints at all times during business hours. You may also lodge the Complaint with the person designated for this purpose in the certificate issued by us to you, on the receipt or in the warranty card, if the designated person is at our location or at a location closer to you.
- 4.3 You are obliged to prove that you are entitled to make a Complaint, in particular, to prove the date of purchase, either by presenting a acceptance confirmation sent to your Digital wallet upon the purchase of NFT, a confirmation of the our obligations under the defective performance of the warranty certificate, or in any other credible way.
- 4.4 You shall not be entitled to claim for a defect which has been complained of in the past, provided that a reasonable discount on the purchase price has been granted.

5. TIME LIMIT FOR EXERCISING RIGHTS

- 5.1 You may exercise your rights arising from defective performance within 24 months of receipt of the NFT. After the expiry of the time limit, the defect right may not be exercised against us unless we agree otherwise.

- 5.2 You shall exercise your rights under the defective performance without undue delay after you discover that the Digital Artwork is defective. We shall not be liable for any increase in the extent of the damage if you use the Digital Artwork although you are aware of the defect.
- 5.3 If you assert the defect against us rightfully, the time limit for asserting rights under the defective performance does not run for the period during which the Digital Artwork is under repair and you cannot use it.
- 5.4 If you acknowledge that the Digital Artwork is replaced as part of the settlement of the Complaint, no new time limit for exercising the rights of defective performance shall run. The time limit shall expire 24 months after receipt after purchase of the complained Digital Artwork.

6. HANDLING OF COMPLAINTS

- 6.1 We shall decide on the Complaint immediately, in more complex cases within three working days. This time limit does not include the time required for a professional assessment of the defect.
- 6.2 We shall also issue you with a written confirmation stating the date and place of the Complaint, the characteristics of the defect complained of, the method of settlement requested by you and the manner in which you will be informed of the settlement.
- 6.3 The Complaint, including the removal of the defect, must be settled without undue delay, no later than 30 days from the date of the Complaint, unless we and you agree on a longer period. If the last day of the time limit falls on a Saturday, Sunday or public holiday, the last day of the time limit shall be the next working day. The expiry of this period in vain shall be considered a material breach of Purchase Agreement by us.
- 6.4 We shall confirm to you in writing the manner in which the Complaint is to be settled and the duration of the Complaint. You are not entitled to change the method of handling the Complaint once chosen by you without our consent, except in the event that the chosen method of handling cannot be implemented at all or in time.

7. COMPLAIN AND DISPUTE RESOLUTION COSTS

- 7.1 If the Complaint is found to be justified, you are entitled to reimbursement of the costs reasonably incurred in exercising your right.
- 7.2 If we do not accept the Complaint or if no agreement about the settlement of the Complaint is reached between us and you, you may file a motion to competent authority for the out-of-court settlement of consumer disputes or to the competent court pursuant to the Article 13 of the Terms.

8. CONTRACTUAL QUALITY GUARANTEE

- 8.1 We draw your attention to the fact that we do not provide you with any guarantee for quality in the sense of § 2113 of the Civil Code to sold NFT.