

# Website Business Conditions applicable to customers in the United Kingdom

Welcome to "https://www.ton.eu/en/" (the "Website"). This is the Website of the company, TON a.s., having its registered office at Michaela Thoneta 148, 768 61 Bystřice pod Hostýnem, ID No.: 49970585, registered in the Commercial Register kept by the Regional Court in Brno, File No. B 1239.

These website business conditions (the "WBC") are that of TON UK, Ltd (hereinafter referred to as "Ton UK", "Seller" or "We"), a company registered in England and Wales with company number 11881674 and its registered office at 20-22 Wenlock Road, London, England, N1 7GU. Ton UK is a subsidiary of TON a.s.

For the avoidance of doubt, reference below to "you", "your", "the Purchaser", shall mean the purchaser of goods listed on TON a.s.' Website. Furthermore, reference to "the Parties" shall mean Ton UK and to you, the purchaser of goods, who is based in the United Kingdom.

## 1. INTRODUCTORY PROVISIONS

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1.1. These WBC of Ton UK set out the terms and conditions that will apply to your use of the Website. The WBC also set out the mutual rights and obligations of the Parties that are established in connection with or

on the basis of a purchase agreement (the "Purchase Agreement") entered into between Ton UK and the Purchaser in a distance manner.

1.2 Please read the terms and conditions below carefully before using this Website. We recommend that you print a copy of these terms for future reference.

## 2. PROVISION OF THE WEBSITE

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2.1 Your access to and use of the Website and any purchase you make is subject to these WBC. By using this Website, you are confirming that you have read, understood and accepted to be bound by these WBC. Ton UK shall update and modify these WBC from time to time. Please therefore ensure that you review the current WBC each time you use the Website. Your continued use of the Website constitutes your acceptance of the practices described in the revised WBC.

and our business priorities. We do not guarantee that the Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Website for business and operational reasons.

are featured on this Website are correct and up to date as possible, but disclaim all warranties as to the Website's accuracy, either expressed or implied. We reserve the right to make changes to the Website and to update Product information at any time without prior notice and without any liability.

2.2 We may update and change the Website from time to time to reflect changes to our products, our users' needs

2.3 You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

2.5 We cannot be held responsible for inaccuracies in the display of information on the Website which arise as a result of limitations of the technology you use to view it.

2.4 We take all reasonable care to ensure that all Product descriptions and prices that

## 3. USE OF THE WEBSITE

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3.1 You are permitted to access this Website in accordance with these WBC and any other policy noted at Clause 6 below.

3.2 Any orders placed by you shall be governed by the WBC and Purchase Agreement.

3.3 If there is any conflict between the WBC and Purchase Agreement, the terms of the Purchase agreement shall prevail to the extent of the conflict.

## 4. REGISTRATION

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4.1 You warrant and undertake that:

4.1.1. that all the personal information that you provide to us when you register as a customer with us shall at all times be true and accurate;

4.1.2. that you will notify us immediately of any changes to your personal information in writing; and

4.1.3. you will keep any registration and account details secure and confidential.

## 5. INDEMNITY

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You will indemnify Ton UK and keep Ton UK indemnified in full against all liability, costs, claims, damages and expenses

incurred by or awarded against us that arise directly or indirectly as a result of

your failure to comply with these WBC and / or the Purchase Agreement.

# Ton

**TON a.s.**  
Michaela Thoneta 148  
768 61 Bystřice pod Hostýnem  
Czech Republic

ton.eu  
info@ton.cz

version 1/2024

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## 6. OTHER TERMS AND CONDITIONS THAT MAY APPLY TO YOU

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6.1 These WBC refer to the following additional terms, which also apply to your use of our Website and any purchases you make:

6.1.1 privacy policy  
<https://www.ton.eu/en/gdpr>; and

6.1.2 Purchase Agreement

## 7. DISCLAIMER

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7.1 We do not guarantee that the Website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software.

7.2 You must not misuse our Website by knowingly introducing viruses, trojans,

worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Website, the server on which our Website is stored or any server, computer or database connected to our Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of service attack. By

breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

## 8. OUR RESPONSIBILITY FOR LOSS AND DAMAGE SUFFERED BY YOU

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8.1 Whether you are a consumer or a business user:

8.1.1 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

8.1.2 Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in the Purchase Agreement.

8.2 If you are a business user:

8.2.1 We exclude all implied conditions, warranties, representations or other terms that may apply to the Website or any content on it;

8.2.2 We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

8.2.2.1 use of, or inability to use, the Website; or

8.2.2.2 use of or reliance on any content displayed on the Website.

8.2.3 In particular, we will not be liable for:

8.2.3.1 loss of profits, sales, business, or revenue;

8.2.3.2 business interruption;

8.2.3.3 loss of anticipated savings;

8.2.3.4 loss of business opportunity, goodwill or reputation; or

8.2.3.5 any indirect or consequential loss or damage.

8.3 If you are a consumer user, please note that the Website is only for domestic and private use. You agree not to use the Website for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 9. DATA AND INTELLECTUAL PROPERTY

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9.2.3 do not modify or alter the content in any way.

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