

Business Terms and Conditions

Salome Jewellery s.r.o.

1. INTRODUCTORY PROVISIONS

- 1.1. These general business terms and conditions (hereinafter referred to as the “**business terms and conditions**”) of the company: **Salome Jewellery s.r.o.**, registered office: Tusarova 1267/9, Holešovice, 170 00 Prague 7
Represented by: Gabriela Ben David (nee Jirásková)
ID No.: 05111331
Tax ID No.: CZ 05111331
Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 258492
Mailing address: Tusarova 1267/9, Holešovice, 170 00 Prague 7, Czech Republic
E-mail: gabriela@salomejewellery.com
www.salomejewellery.com
Telephone: +972 52 600 7077

(hereinafter referred to as the “**Seller**” or “**Salome Jewellery**”) regulate, in compliance with the provision of Section 1751, paragraph 1 of the Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**Civil Code**”), the mutual rights and obligations of the contractual parties established in connection with or under the purchase agreement (hereinafter referred to as the “**purchase agreement**”) concluded between the Seller and another natural person (hereinafter referred to as the “**Buyer**”) via the e-shop of the Seller or in another manner described below in these business terms and conditions in respect of the goods sold by the Seller (hereinafter referred to as the “**goods**”). The Seller operates the e-shop on the website currently placed at the internet address www.salomejewellery.com (hereinafter referred to as the “**website**”), namely through the web interface (hereinafter referred to as the “**e-shop web interface**”).

- 1.2. Business terms and conditions shall not apply to cases when a person who intends to buy the goods from the Seller is a legal entity or a person acting within its business activity or while exercising its independent profession when ordering the goods.
- 1.3. Provisions different from the business terms and conditions may be negotiated in the purchase agreement. Different provisions in the purchase agreement have priority over the provisions in the business terms and conditions.
- 1.4. Provisions of the business terms and conditions constitute an inseparable part of the purchase agreement. The purchase agreement and the business terms and conditions are made in Czech and English languages. The purchase agreement may be concluded in Czech and English languages or in a language used during communication about the order, if such language is comprehensible to the Seller and the Buyer.
- 1.5. The Seller may amend or supplement the wording of the business terms and conditions. This provision shall not affect the rights and obligations established during effectiveness of the prior wording of the business terms and conditions.

2. CONCLUSION OF THE PURCHASE AGREEMENT

- 2.1. The goods presented on the e-shop web interface have informative character and the Seller is not obliged to conclude the purchase agreement in respect of such goods. The goods presented on the web interface are produced for the Buyer in the meaning of Section 1837, letter d) of the Civil Code. The provision of Section 1732, paragraph 2 of the Civil Code shall not apply. **The Buyer acknowledges and agrees that all goods delivered by the Seller are the hand-made goods and so each manufactured product (piece of goods) is an original and thus the identical design, shape, weight, stone colour and other parameters and characteristics with the goods presented by the Seller on the websites cannot be guaranteed.** Each piece of goods is adjusted according to individual wishes and requirements of the Buyer, namely according to the demand of the Buyer under 2.5. The basic parameters of the goods are stated in the order.
- 2.2. **The e-shop web interface includes information about the goods, including indicative prices of individual goods. Prices of the goods are inclusive the value added tax and all related fees.** Indicative prices of the goods remain valid throughout the time during which they are displayed on the e-shop web interface. The possibility of the Seller to conclude the purchase agreement under individually negotiated conditions is not affected by this provision. The Buyer acknowl-

edges and agrees that the final price of the goods depends, among other things, on specific quantities or individual raw materials (in particular, precious metals and precious stones) and **the price of the goods stated on the websites is only indicative and it will usually slightly differ from the final price depending on the specific design of the goods, particularly if the Buyer wants to set the goods with a precious stone having a different (bigger) size compared to the goods graphically displayed on the websites, etc.** The Seller will communicate the price for the ordered goods (including information whether the Seller is, or is not, able to deliver such goods) to the Buyer after receipt of the demand according to 2.5 which expresses the interest of the Buyer in the goods and subsequently after the Seller and the Buyer agree on the final design of the goods, usually within 7 days from such agreement. The Buyer is not obliged to pay on the basis of the demand.

- 2.3. The costs associated with packaging and delivery of the goods are included in the final price of the ordered goods as stated in the order. **The costs connected with packaging and delivery of the goods to the states outside the EU may be subject to customs duties of the relevant state (upon importation of goods). In view of the fact that the structure of customs duties falls within the exclusive powers of a relevant state, the Seller does not influence their amount. In the case of importation outside the EU countries, the Seller will draw attention in the order to the possibility of increased delivery-related costs if the goods are detained by the customs authorities of the relevant state.**
- 2.4. The demand for the goods may be effected only by means of the contact form on the e-shop web interface and by specification of the final image of the goods by means of the e-mail communication with the Seller, the so-called demand (see point 2.5). The data provided in the demand are considered correct by the Seller.
- 2.5. To demand the goods, the Buyer will complete the contact form on the e-shop web interface. The contact form includes mainly the information about:
 - a) the goods in which the Buyer is interested
 - b) adjustments of the jewellery in which the Buyer is interested
 - c) e-mail address and name
- 2.6. When the Seller and the Buyer agree on the character of the jewellery, the Seller will send the order form, the so-called **order**, to the Buyer to his e-mail address. Even after agreement and specification of all requirements of the Buyer, an absolutely identical design of jewellery with the image of the jewellery according to the web interface cannot be ensured, it is custom-made production under Article 6.3. At the Buyer's request, it is possible to consult the quality and character of jewellery differences. The final price of the goods in CZK or EUR is stipulated in the order. The Buyer will send the order to the Seller by clicking on the button **"I order and undertake to pay"** together with confirmation of consent with these general business terms and conditions and information on principles of personal data processing. When the order is confirmed, the Seller will confirm its receipt to the Buyer by electronic mail to the e-mail address of the Buyer stated in the order (hereinafter referred to as the **"e-mail address of the Buyer"**).
- 2.7. Depending on the character of the order (quantity of the goods, purchase price, estimated shipping costs, order from abroad), the Seller is always entitled to request the Buyer to confirm the order additionally (for example, in the written form or by a telephone).
- 2.8. **The contractual relationship between the Seller and the Buyer shall be established upon dispatch of the receipt of the order (acceptation) which the Seller will send to the Buyer by e-mail, namely to the e-mail address of the Buyer.**
- 2.9. The Buyer agrees with use of the remote communication means when concluding the purchase agreement. The costs incurred by the Buyer when using the remote communication means in connection with conclusion of the purchase agreement (costs of internet connection, costs of telephone calls or costs of communication applications like WhatsApp) will be paid by the Buyer himself and these costs may differ from the basic rate (international tariff, etc.).

3. PRICE OF THE GOODS AND PAYMENT CONDITIONS

- 3.1. The Buyer may pay the price of goods and possible costs related to the delivery of the goods (see point 2.3 of the business terms and conditions) under the purchase agreement to the Seller in the following manners:
 - a) by wire transfer to the following accounts of the Seller:
 - for payment in Czech crowns (CZK) to the Seller's account No. 3900894349/0800 maintained by the company Česká spořitelna,
 - for payment in euros (EUR) to the Seller's account No. 3900894349/0800 maintained by the company Česká spořitelna(hereinafter referred to as the **"Seller's account"**);
The provision of Section 2119, paragraph 1, of the Civil Code shall not apply.

- 3.2. Possible discounts from the price of the goods provided by the Seller to the Buyer may not be mutually combined. Provision of a discount is the exclusive right of the Seller.
- 3.3. The Seller will issue a tax document –invoice – to the Buyer in respect of payments effected under the purchase agreement. The Seller is the VAT payer. The Seller will issue the first (advance) invoice to the Buyer after confirmation of the order in the amount corresponding to 50% purchase price of the goods and will send it in the electronic form to the e-mail address of the Buyer. The Seller will confirm the receipt of the amount to the Buyer. Until the amount corresponding to the advance invoice is credited to the Seller's account, the Seller is not obliged to commence production of the goods. After delivery of the goods to the Buyer, the Seller will issue the final invoice in the amount of the remaining part of the purchase price.

4. WITHDRAWAL FROM THE PURCHASE AGREEMENT

- 4.1. The Buyer acknowledges that according to the provision of Section 1837 of the Civil Code it is, among other things, impossible to withdraw from the purchase agreement on delivery of the goods which was adjusted according to the wish of the Buyer or for the Buyer. The Buyer acknowledges that all goods sold by the Seller are hand-made jewellery (jewellery products) comprising usually a precious metal and a precious stone adjusted according to individual wishes and requirements of the Buyer (Section 1837, letter d), of the Civil Code).
- 4.2. Unless it is a case specified in Article 4.1 or another case when it is impossible to withdraw from the purchase agreement, the Buyer has the right to withdraw from the purchase agreement in compliance with the provision of Section 1829 of the Civil Code, particularly within fourteen (14) days from takeover of the goods. Withdrawal from the purchase agreement has to be sent to the Seller within fourteen (14) days from the date of the agreement and in the case of
- a) the purchase agreement, from the day of takeover of the goods,
 - b) the agreement where the object comprises several types of goods or delivery of several parts, from the day of takeover of the last delivery of the goods, or
 - c) the agreement where the object is the regular repeated delivery of goods, from the day of takeover of the first delivery of the goods.
- 4.3. Withdrawal from the purchase agreement must be sent to the Seller within the time-limit set in the preceding provision. The Buyer may send withdrawal from the purchase agreement to the e-mail address of the Seller: gabriela@salomejewellery.com.
- 4.4. In the case of withdrawal from the purchase agreement under Article 4.2 of the business terms and conditions, the purchase agreement will be cancelled since its beginning (ex tunc). The goods have to be returned to the Seller within fourteen (14) days from withdrawal from the agreement. Should the Buyer withdraw from the purchase agreement, the Buyer will bear the costs connected with return of the goods to the Seller, in particular also in the case when the goods cannot be returned by a usual mail due to its nature.
- 4.5. In the case of withdrawal from the agreement according to Article 4.2 of the business terms and conditions, the Seller will return the pecuniary funds received from the Buyer within fourteen (14) days from withdrawal from the purchase agreement to the Buyer to the bank account from which the payment from the Buyer was received. The Seller will return the received funds to the Buyer in a different manner only when the Buyer agrees so and when no further costs will be incurred. The Seller is not obliged to return the received funds to the Buyer prior to handover of the goods by the Buyer or before the Buyer proves that he dispatched the goods to the Seller. The Seller may set off actually incurred costs related to the return of the goods against the purchase price to be returned to the Buyer.
- 4.6. Until takeover of the goods by the Buyer, the Seller is entitled to withdraw from the purchase agreement anytime. In such case, the Seller will return the purchase price to the Buyer without undue delay, by a wire transfer to the account determined by the Buyer. Article 4.1 shall not be hereby affected.
- 4.7. For the purposes of withdrawal from the agreement, the Buyer may use the following form for withdrawal from the agreement:

Addressee: company Salome Jewellery s.r.o., registered office at Tusarova 1267/9, Holešovice, 170 00 Prague 7,
ID No.: 05111331, represented by Gabriela Ben David

I/We inform*, that I/we hereby withdraw* from the agreement on purchase of the following goods*/on provision of the following services*

Date of the order*/date of the receipt*

Name and surname of the consumer/consumers

Address of the consumer/consumers

Signature of the consumer/consumers (only if the form is sent in the printed form)

Date

(*) Delete as appropriate or supplement the data.

5. SHIPPING AND DELIVERY OF THE GOODS

- 5.1. The manner of delivery of the goods is determined by the Seller, unless the purchase agreement stipulates otherwise. When the manner of shipping is agreed on the basis of a special requirement of the Buyer, the Buyer shall bear the risk and, as the case may be, increased or additional costs connected with such manner of shipping.
- 5.2. Where the Seller is obliged to deliver the goods under the purchase agreement to the place determined by the Buyer in the order, the Buyer is obliged to take over the goods upon delivery.
- 5.3. Where it is necessary to deliver the goods repeatedly or in another manner than stipulated in the order due to the reason on the side of the Buyer, the Buyer is obliged to pay the costs related to the repeated delivery of the goods or costs related to another manner of delivery. It also applies in the case that the Seller did not charge the costs related to delivery of the goods to the Buyer during the first attempted delivery (see point 2.3 of the business terms and conditions).
- 5.4. When taking over the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in case of any defects to inform the carrier without undue delay. In the case that the packaging is damaged and indicates unauthorized break-in into the consignment, the Buyer is not obliged to take over the consignment from the carrier.
- 5.5. Unless another delivery term is stipulated in the confirmation of the order or when making the order in the website interface, it applies that the Seller is obliged to deliver the goods being subject of the purchase agreement within three (3) months from the conclusion thereof to the address of the Buyer stated in the order.
- 5.6. The Buyer is obliged to take the goods over from the carrier in a due manner, to check integrity of packaging, number of packages and in case of any defects to notify the carrier itself without undue delay. In case of determining unauthorized break-in into the consignment, the Buyer is recommended not to take the consignment over. By taking the consignment over the Buyer confirms that the consignment satisfied all conditions and prerequisites stipulated above and no account will be taken of a later claim in respect of damaged packaging of the consignment.
- 5.7. Consequences of failure to take the goods over. The Buyer will bear the costs incurred in the case of the Buyer's failure to take the goods over. In such case, the Seller has the right to withdraw from the agreement.
- 5.8. The Seller reserves the right to cancel the order or a part thereof in particular in the case that the goods are not being manufactured or delivered anymore or the price of the delivered goods changed significantly. In such case, the Seller will immediately contact the Buyer to agree on further procedure. The Seller reserves the right to refuse to handle an order of the goods which is not in the offer on the web interface of the e-shop, as well as the goods which the manufacturer or the supplier is unable to deliver.
- 5.9. Other rights and obligations of the parties during shipping of the goods may be regulated in special delivery conditions of the Seller, if issued by the Seller.

6. RIGHTS RESULTING FROM DEFECTIVE PERFORMANCE

- 6.1. Rights and obligations of the Contractual parties with regard to the rights resulting from defective performance shall be governed by relevant generally binding legal regulations (in particular, provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
- 6.2. The Seller is liable to the Buyer for the fact that the goods have no defects at the time of takeover. The Seller is in particular liable to the Buyer for the following facts valid at the time when the Buyer takes the goods over:
 - a) the goods have characteristics agreed between the parties and if such agreement is missing, the goods have characteristics described by the Seller or manufacturer, or characteristics which the Buyer expected in view of the nature of the goods and on the basis of advertising carried out by them,
 - b) the goods fit for the purposes stated for their use by the Seller or for the purposes for which such type of goods is usually used,
 - c) quality and design of the goods correspond to the agreed sample or model if the quality or design was determined under the agreed sample or model,
 - d) the goods are in a corresponding quantity, dimensions or weight and
 - e) the goods satisfy the requirements of the legal regulations.

- 6.3. The Buyer acknowledges that the goods offered by the Seller on the web interface of the e-shop are not the goods delivered under a certain agreed sample or model, but it is a custom-made individual production.
- 6.4. The provisions stated in Article 6.2 of the business terms and conditions shall not apply:
- a) to the goods sold for a price reduced due to a defect in respect of which a lower price was agreed,
 - b) to wear and tear of the goods resulting from its normal use,
 - c) to the used goods in case of a defect corresponding to the level of use or wear and tear which the goods had upon takeover by the Buyer, or
 - d) if it ensues from the nature of the goods.
- 6.5. If a defect shows in the course of six (6) months from takeover, it shall apply that the goods was defective already at the time of takeover. The Buyer is entitled to assert the right resulting from a defect of the consumer goods which occurs within twenty four (24) months from the takeover.
- 6.6. The Seller will provide the lifetime guarantee covering the quality of the goods to the Buyer. By providing the quality guarantee, the Seller undertakes that the goods will be fit for the use for the usual purpose or that the goods will maintain usual characteristics.
- 6.7. The lifetime guarantee means provision of the guarantee for jewellery quality for the period during which the jewellery is in the ownership of the Buyer. The lifetime guarantee includes free repair of the jewellery (it does not apply in the case of mechanical damage and damage caused by overheating the jewellery) and it includes:
- professional cleaning of the jewellery
 - repair of "the jewellery damaged by wearing it" (for example, surface treating – polishing, control of stone-setting and their tightening, etc.), however, except for mechanical damage to jewellery.
- 6.8. The Seller will not pay the costs incurred by the Seller in respect of the delivery of the jewellery for professional cleaning, repair of the jewellery damaged by wearing or shipping costs of delivery of the jewellery after cleaning or repair back to the Buyer; the Buyer will bear such costs to the full scope. The price for delivery of the jewellery after its cleaning back to the Buyer depends on the place of delivery.
- 6.9. The guarantee will commence to run on the day on which the Buyer takes the goods over. The Buyer is obliged to inspect the goods immediately after taking it over. Prior to the first use of the goods, the Buyer is obliged to get duly acquainted with these guarantee conditions.
- 6.10. The guarantee shall not apply to the mechanical damage to the goods (for example, scratching, malformation, chipping, rupture or breakage of the set stone, etc.), use of the jewellery in inadequate or unsuitable conditions, to defects caused by non-professional treatment (for example, damage to the goods caused by chemical substances, unsuitable cleaning products, temperature, etc.), incorrect manipulation and incorrect use of the goods, non-professional installation, neglect of care for the goods, incorrect treatment of the goods. The right to free guarantee repair expires also in the case of non-professional interference in the product in the course of the guarantee period by a person other than the Seller or other than a person authorized by the Seller; the Seller concurrently reserves the right not to return the purchase price to the Buyer for such goods, not to provide price discount and not to exchange such goods for other goods.

7. CLAIMS

- 7.1. The Buyer is obliged to inform the Seller about defects in the goods without undue delay after discovering the defects via the e-mail gabriela@salomejewellery.com. When asserting the right resulting from defects, the Buyer is obliged to specify how the defect shows, to choose what right resulting from defects the Buyer asserts and provide the information whether he will collect the goods personally after completion of the proceedings on assertion of the right resulting from defects or whether the goods are to be sent to the Buyer to his address. **See the specimen of the Claim Form.**
- 7.2. The Buyer is obliged to document that his right resulting from defects is justified, in particular that he bought the goods from the Seller and when he bought it. In case of sending the goods by a shipping service, it is namely suitable to send a copy of the purchase document. The right resulting from defects is considered duly asserted if necessary documents are attached to the claimed goods. When claiming defective goods, the Buyer is obliged to hand over the goods in a complete form and suitable packaging material which suits shipping requirements for the delivered goods – preferentially in the original packaging. The Seller is not obliged to accept the claimed goods if they are not suitably packed and handed over with delivered parts and accessories. The claimed goods will be accepted for claim procedure only if the goods are properly clean, dry and the general hygienic principles do not prevent consideration of the claim.
- 7.3. When sending the goods for assertion of the right resulting from defects through a mail service operator, the Buyer is obliged to mark the consignment containing the defective goods and the above-mentioned documents with the sign

"CLAIM" and further will provide sufficient contact data, in particular the address and telephone number. The Buyer is entitled to compensation of necessary costs incurred by the Buyer in connection with asserting the rights resulting from liability for defects. For avoidance of disputes, the Buyer and the Seller will agree on manner of shipping the defective jewellery for claim prior to sending the jewellery.

CLAIM FORM – SPECIMEN

Buyer:

Name and surname:

Address:

Telephone:

E-mail:

Seller:

Address for asserting a claim: Salome Jewellery s.r.o., registered office at Tusarova 1267/9, Holešovice, 170 00 Prague 7, Czech Republic, ID No.: 05111331

Claimed goods:

Description of the jewellery and its name:

Date of sale:

Order No.

Description of a defect:**Content of the package upon handover:**

Preferred manner of solving the claim: Before selecting the manner of solving the claim, please get acquainted with Article 7.4 et seq. of our general business terms and conditions:

- a) repair
- b) exchange
- c) discount
- d) withdrawal from the agreement

I expect that the claim will be solved within the statutory time-limit 30 calendar days at the latest.

I concurrently request the issue of a written confirmation of assertion of the claim stating when I asserted the right, what is the content of the claim together with the chosen entitlement, and subsequently the issue of confirmation of the date and manner of solving the claim, including the length of its duration.

Date of asserting the claim:**Signature of the Buyer:**

- 7.4. If the goods lacks characteristics stipulated in Article 6.2 of these business terms and conditions, the Buyer may also request delivery of new goods without defects, if it is inadequate in view of the nature of the defect. However, if the defect concerns only a part of the goods, the Buyer may request exchange of their part only; if it is impossible, he may withdraw from the agreement. However, if it is disproportionate in view of the nature of the defect, in particular if the defect may be removed without undue delay, the Buyer has the right to free removal of the defect. The Buyer is obliged to inform the Seller what right he selected when announcing the defect or without undue delay after announcing the defect. The Buyer may not change his choice without the consent of the Seller; it shall not apply if the Buyer requested repair of the defect which proves to be non-repairable. If the Seller fails to remove defects within an adequate period of time or informs the Buyer that he will not remove defects, the Buyer may request an adequate discount from the purchase price instead of removal of the defect, or he may withdraw from the Agreement.
- 7.5. If the Buyer fails to select its right in time, he will be only entitled to removal of the defect or an adequate discount from the purchase price.

- 7.6. The Buyer also has the right to delivery of the new goods or exchange of their part in the case of a removable defect if he cannot duly use the goods due to repeated occurrence of the defect after repair or due to a bigger number of defects. In such case, the Buyer has also the right to withdraw from the agreement.
- 7.7. In the case of delivery of the new goods the Buyer will return the formerly delivered goods to the Seller at his own costs.
- 7.8. The Buyer may not withdraw from the agreement or request delivery of new goods if he cannot return the goods in the condition in which the Buyer received it. It shall not apply
- a) if the condition changed as a consequence of inspection for the purposes of determining defects in the goods,
 - b) if the Buyer used the goods prior to discovering the defect,
 - c) if the Buyer did not cause impossibility to return the goods in unchanged condition by his conduct or omission, or
 - d) if the Buyer sold the goods prior to discovery of the defects, if he consumed them or changed the goods during usual use; if it happened only partially, the Buyer will return what he can to the Seller and will compensate the Seller up to the amount to which he benefited from the use of the goods.
- 7.9. If the Buyer does not withdraw from the Agreement or fails to assert the right for delivery of new goods without defects, for exchange of a part of the goods or repair of the goods, the Buyer may request an adequate discount. The Buyer is entitled to an adequate discount also in the case that the Seller cannot deliver new goods without defects to the Buyer, to exchange a part of the goods or repair the goods, as well as in the case that the Seller fails to remedy the situation within an adequate period of time or when correction would cause significant problems to the Buyer.
- 7.10. The Buyer's right to withdraw from the agreement shall expire if the Buyer fails to inform the Seller about the defect in a timely manner.
- 7.11. The Buyer will not have the right resulting from defective performance if the Buyer knew prior to taking over the goods that the goods were defective or if the Buyer caused the defect himself.
- 7.12. The Buyer will assert his right resulting from defects with the Seller at the address of its workshop: Tusarova 1267/9, 170 00, Prague-Holešovice, Czech Republic. The moment of asserting the claim shall be the moment when the Seller receives the claimed goods from the Buyer. The Seller will issue a written confirmation to the Buyer about the time when the Buyer asserted the right, what is the content of the claim and what manner of solving the claim is required by the Buyer.
- 7.13. The Seller or an employee authorised by the Seller will decide about the claim immediately, in complicated cases within three (3) working days. The adequate time necessary for professional consideration of the defect (depending on the type of the product or service) shall not be included in such time-limit. The claim, including removal of the defect, has to be solved without undue delay, however no more than within thirty (30) days from the day on which the claim was asserted, unless the Seller and the consumer agree on a longer time-limit.
- 7.14. After handling the claim, the Seller will issue a confirmation to the Buyer about the date and manner of solving the claim, including the confirmation of the carried out repair and its duration if the claim was solved by a repair, or, as the case may be, a written justification why the claim was rejected.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 8.1. Where the goods are delivered prior to the payment of the purchase price with the consent of the Seller, the Buyer shall acquire the ownership title to the goods upon payment of the entire purchase price of the goods.
- 8.2. With regard to the relationship with the Buyer, the Seller is not bound by any code of conduct in the meaning of the provision of Section 1826, paragraph 1, letter e) of the Civil Code.
- 8.3. Extrajudicial settlement of consumers' complaints is ensured by the Seller via the e-mail address gabriela@salomejewellery.com. The Seller will send the information about settlement of the Buyer's complaint to the e-mail address of the Buyer.
- 8.4. European Consumer Centre Czech Republic (Česká obchodní inspekce) exercises, among other things and to the specified scope, also the supervision of compliance with the Act No. 634/1992 Coll., Consumer Protection Act, as amended. www.coi.cz
- 8.5. The Buyer, as consumer, has the right to commence extrajudicial solution of the dispute through the ODR platform available on the website ec.europa.eu/consumers/odr/.
- 8.6. Extrajudicial solution of a consumer dispute will commence solely at the request of a consumer and only in the case that the direct solution of the dispute with the Seller failed. The petition may be filed no later than within 1 year from the day on which the consumer asserted his right - being the object of the dispute - with the Seller for the first time.

- 8.7. The Buyer hereby assumes the danger of change of circumstances in the meaning of Section 1765, paragraph 2, of the Civil Code.
- 8.8. Illustration of the Czech hallmarks in the meaning of Section 35, paragraph 3, of the Act No. 539/1992 Coll.



9. DELIVERY

- 9.1. Deliveries to the Buyer may be effected to the Buyer's e-mail address.

10. FINAL PROVISIONS

- 10.1. Where the relationship established under the purchase agreement contains an international (foreign) element, the contractual parties agree that the relationship shall be governed by the Czech law and the courts of the Czech Republic shall have the jurisdiction in this respect. The consumer rights ensuing from the generally binding legal regulations shall not be hereby affected.
- 10.2. Should any provision of the business terms and conditions is or will become invalid or ineffective, such invalid provision will be replaced by a provision the meaning of which is close to the invalid provision as much as possible. Invalidity or ineffectiveness of one provision shall not affect validity of other provisions.
- 10.3. The Seller archives the purchase agreement, including the business terms and conditions, in the electronic form and is not made available.
- 10.4. These business terms and conditions are effective from 1 January 2021 and the wording available on the Seller's websites on the day of conclusion of the purchase agreement shall apply. These business terms and conditions are made in Czech and English languages; in case of discrepancies, the Czech version shall prevail.