

## GENERAL TERMS AND CONDITIONS FOR E-SHOPS

These General Terms and Conditions ("Terms") of **Pražské Benátky s.r.o.**, with its registered office at **Platnéřská 4, Prague 1, 110 00**, Company ID No. **25759051**, registered in the Commercial Register under File No. **67656** maintained by the **Municipal Court in Prague**, e-mail **info@prazskebenatky.cz**, telephone number **776 776 779**, business address **Platnéřská 4, Prague 1, 110 00** ("we" or "Seller"), regulate, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended ("Civil Code"), the mutual rights and obligations of you, as buyers, and us, as sellers, arising in connection with or on the basis of a purchase agreement ("Agreement") concluded via the e-shop on the website **prague-venice.cz**.

All information regarding the processing of your personal data is contained in the Personal Data Processing Policy, available here xxxx.

The provisions of these Terms are an integral part of the Agreement. The Agreement and the Terms are executed in the Czech language. We may unilaterally amend or supplement the Terms. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms.

As you are aware, we primarily communicate remotely. Therefore, for our Agreement, distance communication methods are used, allowing us to agree without our simultaneous physical presence, and the Agreement is concluded remotely via the e-shop interface (the "E-shop Web Interface").

If any part of the Terms conflicts with a specific agreement reached during your purchase process on our e-shop, that specific agreement shall take precedence over the Terms.

### 1. CERTAIN DEFINITIONS

1.1. **Price** means the monetary amount you are required to pay for the Goods.

1.2. **Delivery Charge** means the monetary amount you are required to pay for the delivery of the Goods, including packaging costs.

1.3. **Total Price** means the sum of the Price and the Delivery Charge.

1.4. **VAT** means value added tax in accordance with the applicable legal regulations.

1.5. **Invoice** means a tax document issued in accordance with the Value Added Tax Act for the Total Price.

1.6. **Order** means your binding proposal to conclude an Agreement with us for the purchase of the Goods.

1.7. **User Account** means an account created on the basis of the information you provide, which enables the storage of the data entered and the retention of the history of ordered Goods and concluded Agreements.

1.8. **You** means the person purchasing Goods through our E-shop, referred to by applicable legal regulations as the buyer.

1.9. **Goods** means any products that may be purchased through the E-shop.

### 2. GENERAL PROVISIONS AND INFORMATION

2.1. Goods may only be purchased through the E-shop web interface.

2.2. When purchasing Goods, you are obliged to provide us with complete, accurate, and truthful information. The information provided by you in the Order shall therefore be deemed correct and accurate.

2.3. Our E-shop also provides access to product reviews submitted by other consumers. We ensure and verify the authenticity of such reviews by linking each review to a specific order. Within our internal system, each review is associated with a corresponding order ID, enabling us to verify and demonstrate that the review originates from an actual consumer.

### **3. CONCLUSION OF THE AGREEMENT**

3.1. The Agreement with us may be concluded only in the Czech language. It may also be concluded in English or another language, provided that this is technically feasible.

3.2. The Agreement is concluded remotely via the E-shop, and you shall bear the costs associated with the use of means of distance communication. However, such costs shall not differ from the standard rates you normally pay for the use of such means (in particular, internet access). You should therefore not expect any additional charges from us beyond the Total Price. By submitting the Order, you agree to the use of means of distance communication.

3.3. In order for us to conclude the Agreement, you must create an Order on the E-shop. The Order must include the following information:

a) Information about the Goods being purchased (on the E-shop, you select the Goods you wish to purchase by clicking the "Add/Insert into Cart" button);

b) Information about the Price, the Delivery Charge, the method of payment of the Total Price, and the requested method of delivery of the Goods; this information is entered during the creation of the Order within the E-shop user interface, and the information about the Price, Delivery Charge, and Total Price will be automatically displayed based on the Goods selected by you, the chosen delivery method, and the chosen method of payment;

c) Your identification and contact details necessary for the delivery of the Goods, in particular your first name, last name, delivery address, telephone number, and e-mail address. See: Personal Data Protection Policy of Pražské Benátky s.r.o.

3.4. During the creation of the Order, you may review and modify the entered information until the Order is completed. After reviewing the Order, you complete it by clicking the "Pay" button. Before clicking the button, you must confirm that you have read and agree to these Terms; otherwise, it will not be possible to complete the Order. A checkbox is used for this confirmation and consent. After clicking the "Pay" button, all completed information will be sent directly to us.

3.5. We will confirm your Order as soon as possible after it has been delivered to us, by sending a message to the e-mail address provided in the Order. The confirmation shall include a summary of the Order and these Terms as an attachment to the e-mail message. The Terms effective on the date of the Order, i.e., the version attached to the confirmation e-mail, form an integral part of the Agreement. The Agreement between you and us is concluded upon confirmation of the Order.

3.6. There may be cases in which we are unable to confirm your Order. This includes, in particular, situations where the Goods are unavailable or where you order a greater quantity of Goods than is permitted by us. However, information regarding the maximum quantity of Goods will always be provided in advance

within the E-shop and should therefore not come as a surprise. If any reason arises for which we cannot confirm the Order, we will contact you and send you an offer to conclude the Agreement in a modified form compared to the original Order. In such a case, the Agreement is concluded at the moment you confirm our offer.

3.7. If an obviously incorrect Price is displayed within the E-shop or in the Order, we are not obliged to deliver the Goods at such Price, even if you have received confirmation of the Order and the Agreement has therefore been concluded. In such a situation, we will contact you without undue delay and send you an offer to conclude a new Agreement in a modified form compared to the original Order. The new Agreement is concluded at the moment you confirm our offer. An obvious error in the Price shall include, for example, a situation where the Price does not correspond to the usual price charged by other sellers or where a digit is missing or has been added.

3.8. Upon conclusion of the Agreement, you are obliged to pay the Total Price.

3.9. If you have a **User Account**, you may place an Order through it. Even in such a case, you are obliged to verify the accuracy, truthfulness, and completeness of the pre-filled information. The method of creating the Order is identical to that of a buyer without a User Account; however, the advantage is that you do not need to repeatedly enter your identification details.

3.10. In certain cases, we allow discounts to be applied to the purchase of Goods. In order to receive the discount, you must enter the discount information into the designated field within the Order proposal. If you do so, the Goods will be provided to you at the discounted price.

#### **4. USER ACCOUNT**

4.1. Based on your registration in the E-shop, you may access your User Account.

4.2. When registering a User Account, you are obliged to provide accurate and truthful information and to update such information in the event of any changes.

4.3. Access to the User Account is secured by a username and password. You are obliged to maintain confidentiality regarding these login credentials and must not disclose them to any third party. We shall not be liable for any misuse of the User Account resulting from a breach of this obligation.

4.4. The User Account is personal, and you are not entitled to allow any third party to use it.

4.5. We may cancel your User Account, in particular if you have not used it for more than one year or if you breach your obligations under the Agreement.

4.6. The User Account may not be available continuously, particularly with regard to necessary maintenance of hardware and software systems.

#### **5. PRICING AND PAYMENT TERMS; RETENTION OF TITLE**

5.1. The Price is always stated within the E-shop, in the Order proposal, and in the Agreement. In the event of any discrepancy between the Price stated for the Goods within the E-shop and the Price stated in the Order proposal, the Price stated in the Order proposal shall prevail, and such Price shall always correspond

to the Price stated in the Agreement. The Delivery Charge, or the conditions under which delivery is free of charge, are also specified in the Order proposal.

5.2. The Total Price is stated inclusive of VAT and all statutory fees.

5.3. We shall require payment of the Total Price after the conclusion of the Agreement and prior to the handover of the Goods. You may pay the Total Price using one of the following methods:

a) Online card payment. In such case, the payment is processed via the **GP WebPay** payment gateway, and the payment is subject to the terms and conditions of that payment gateway, which are available on its website. In the case of online card payment, the Total Price is payable immediately.

b) Cash upon personal collection. Payment in cash is possible when collecting the Goods at our business premises. In the case of cash payment upon personal collection, the Total Price is payable at the time of receipt of the Goods.

5.4. The Invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address. The Invoice will also be physically attached to the Goods and made available in the User Account.

5.5. Title to the Goods shall pass to you only after you have paid the Total Price and taken receipt of the Goods. In the case of payment by bank transfer, the Total Price is deemed paid upon crediting the amount to our bank account; in other cases, the Total Price is deemed paid at the moment the payment is made.

## 6. **DELIVERY OF GOODS; TRANSFER OF RISK OF DAMAGE**

6.1. The Goods shall be delivered to you no later than within **10 business** days by the method of your choice. You may choose from the following delivery options:

a) Personal collection at our business premises;

b) Delivery through the following carriers: Česká pošta, PPL CZ, DHL, or Zásilkovna.

6.2. The Goods may only be delivered within the Czech Republic. Delivery abroad may be possible for an additional fee.

6.3. The delivery time of the Goods always depends on their availability and on the selected delivery and payment method. The estimated delivery time will be communicated to you in the Order confirmation. The delivery time stated in these Terms is indicative only and may differ from the actual delivery time. In the case of personal collection at our premises, you will always be informed by e-mail when the Goods are ready for collection.

6.4. Upon receipt of the Goods from the carrier, you are obliged to check the integrity of the packaging and, in the event of any defects, to immediately notify both the carrier and us. If the packaging shows signs of damage indicating unauthorized handling or interference with the shipment, you are not obliged to accept the Goods from the carrier.

6.5. If you breach your obligation to accept the Goods, except in cases under Article 6.4 of these Terms, this shall not constitute a breach of our obligation to deliver the Goods. Your failure to accept the Goods shall not be deemed withdrawal from the Agreement between you and us. However, in such case, we shall have the right to

withdraw from the Agreement due to your material breach of the Agreement or to store the Goods. If we decide to withdraw from the Agreement, such withdrawal shall become effective on the date the notice of withdrawal is delivered to you. Withdrawal from the Agreement shall not affect our right to reimbursement of the Delivery Charge or any claim for damages, if incurred.

6.6. If, for reasons attributable to you, the Goods must be delivered repeatedly or by a method other than that agreed in the Agreement, you are obliged to reimburse us for the costs associated with such repeated delivery. Payment details for reimbursement of these costs will be sent to your e-mail address specified in the Agreement and shall be payable within 14 days from delivery of the e-mail.

6.7. The risk of damage to the Goods passes to you at the moment you take receipt of them. If you fail to accept the Goods, except in cases under Article 6.4 of these Terms, the risk of damage passes to you at the moment you had the opportunity to accept the Goods but failed to do so for reasons on your part. The transfer of risk means that from that moment you bear all consequences associated with loss, destruction, damage, or any deterioration of the Goods.

6.8. If the Goods were not marked as "in stock" in the E-shop and only an indicative availability period was provided, we will always inform you in the event of:

- a) an extraordinary interruption in the production of the Goods, in which case we will inform you of the new expected availability date or that delivery will not be possible;
- b) a delay in delivery of the Goods from our supplier, in which case we will inform you of the new expected delivery date.

## **7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

7.1. We guarantee that at the time the risk of damage to the Goods passes to you pursuant to Article 6.7 of these Terms, the Goods are free from defects, in particular that the Goods:

- a) correspond to the agreed description, type, and quantity, as well as quality, functionality, compatibility, interoperability, and other agreed characteristics;
- b) are suitable for the purpose for which you require them and with which we have agreed;
- c) are supplied with the agreed accessories and instructions for use, including assembly or installation instructions;
- d) are suitable for the purpose for which goods of this kind are usually used;
- e) in terms of quantity, quality, and other characteristics, including durability, functionality, compatibility, and safety, correspond to the usual characteristics of goods of the same kind that you may reasonably expect, also taking into account public statements made by us or by another person in the same contractual chain, in particular advertising or labeling;
- f) are delivered with accessories, including packaging, assembly instructions, and other instructions for use, which you may reasonably expect; and

g) correspond in quality or workmanship to a sample or model provided to you prior to the conclusion of the Agreement.

7.2. The rights and obligations relating to rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular Sections 2099–2117 and 2161–2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

7.3. If the Goods have a defect, in particular if any of the conditions set out in Article 7.1 are not met, you may notify us of such defect and exercise your rights arising from defective performance (i.e., submit a complaint) by sending an e-mail or letter to our contact addresses listed in our identification details, or in person at Platnéřská 4, Prague 1, 110 00. You may also use the sample complaint form provided by us, which forms Appendix No. 1 to these Terms. When exercising your rights arising from defective performance, you must choose the method of resolving the defect; you may not subsequently change this choice without our consent. We shall handle the complaint in accordance with the right you have exercised.

7.4. If the Goods have a defect, you are entitled to the following rights:

a) to have the defect remedied by delivery of new Goods without defects or by delivery of the missing part of the Goods; or

b) to have the defect remedied by repair of the Goods,

unless the chosen method of remedy is impossible or disproportionately costly compared to the alternative method, which shall be assessed in particular with regard to the significance of the defect, the value the Goods would have without the defect, and whether the defect can be remedied by the alternative method without substantial inconvenience to you.

7.5. We are entitled to refuse to remedy the defect if such remedy is impossible or disproportionately costly, in particular with regard to the significance of the defect and the value the Goods would have without the defect.

7.6. You are further entitled to:

a) a reasonable discount from the Price; or

b) withdrawal from the Agreement,

if:

a) we refuse to remedy the defect or fail to remedy it in accordance with legal regulations;

b) the defect occurs repeatedly;

c) the defect constitutes a material breach of the Agreement; or

d) it is evident from our statement or from the circumstances that the defect will not be remedied within a reasonable time or without substantial inconvenience to you.

7.7. The right to withdraw from the Agreement shall not apply if the defect of the Goods is insignificant.

7.8. You shall not be entitled to rights arising from defective performance if you caused the defect yourself.

7.9. Wear and tear of the Goods caused by their normal use, or in the case of used Goods, wear and tear corresponding to the extent of their previous use, shall not be considered a defect of the Goods.

7.10. When submitting a complaint, we will issue you a written confirmation stating:

a) the date on which you submitted the complaint;

b) the content of the complaint;

c) the method of handling the complaint you request;

d) your contact details for the purpose of providing information about the handling of the complaint.

7.11. Unless we agree on a longer period, we will remedy the defects and inform you of the handling of the complaint within 30 days from receipt of the complaint, using the contact details provided. If this period expires without result, you may withdraw from the Agreement or request a reasonable discount.

7.12. We will inform you about the handling of the complaint by e-mail and provide you with confirmation of the date and method of handling the complaint. If the complaint is justified, you are entitled to reimbursement of reasonably incurred costs. You are obliged to prove such costs, for example by receipts or proof of delivery charges. If the defect is remedied by delivery of new Goods, you are obliged to return the original Goods to us; however, the costs of such return shall be borne by us.

7.13. If you are an entrepreneur, you are obliged to notify and point out the defect without undue delay after you could have discovered it, but no later than three days after receipt of the Goods.

7.14. If you are a consumer, you are entitled to exercise rights arising from defective performance in respect of a defect that occurs in consumer Goods within 24 months from receipt of the Goods.

## **8. WITHDRAWAL FROM THE AGREEMENT**

8.1. Withdrawal from the Agreement, i.e., termination of the contractual relationship between you and us from the outset, may occur for the reasons and in the manner set out in this Article or in other provisions of these Terms where the possibility of withdrawal is expressly stated.

8.2. If you are a consumer, i.e., a person purchasing Goods outside the scope of your business activity, you have, in accordance with Section 1829 of the Civil Code, the right to withdraw from the Agreement without giving any reason within 14 days from the date of conclusion of the Agreement, or, in the case of the purchase of Goods, within 14 days from receipt of the Goods. If we have concluded an Agreement for the delivery of several items of Goods or several parts of Goods, the withdrawal period shall commence on the date of delivery of the last item or part of the Goods. If we have concluded an Agreement under which Goods are to be delivered to you regularly and repeatedly, the withdrawal period shall commence on the date of delivery of the first delivery.

8.3. You may withdraw from the Agreement by any demonstrable means (in particular by sending an e-mail or letter to our contact addresses specified in our identification details). You may also use the model withdrawal form provided by us, which forms Appendix No. 2 to these Terms.

8.4. However, even as a consumer, you may not withdraw from the Agreement in cases where the subject matter of the Agreement constitutes performance specified in Section 1837 of the Civil Code.

8.5. The withdrawal period under Article 8.2 of these Terms shall be deemed complied with if you send us a notice of withdrawal within that period.

8.6. In the event of withdrawal from the Agreement pursuant to Article 8.2 of these Terms, you are obliged to return the Goods to us within 14 days from the withdrawal and you shall bear the costs associated with returning the Goods to us. You are, however, entitled to reimbursement of the Delivery Charge, but only in an amount corresponding to the least expensive delivery method offered by us for the delivery of the Goods. If you withdraw from the Agreement due to our breach of the concluded Agreement, we shall also bear the costs associated with returning the Goods to us, again only up to the amount corresponding to the least expensive delivery method offered by us for delivery of the Goods.

8.7. In the event of withdrawal from the Agreement, the Price shall be refunded to you within 14 days from the effective date of withdrawal, to the account from which it was originally paid or to another account specified in the withdrawal notice. However, the amount will not be refunded before we receive the Goods or before you provide proof that the Goods have been sent back to us. Please return the Goods clean and, if possible, including the original packaging.

8.8. In the event of withdrawal from the Agreement pursuant to Article 8.2 of these Terms, you are liable for any decrease in the value of the Goods resulting from handling the Goods in a manner other than that necessary to acquaint yourself with the nature, characteristics, and functionality of the Goods, i.e., in a manner in which you would examine the Goods in a physical store. If we have not yet refunded the Price to you, we are entitled to set off our claim for such costs against your claim for refund of the Price.

8.9. We are entitled to withdraw from the Agreement at any time before delivering the Goods to you if there are objective reasons why the Goods cannot be delivered (in particular reasons on the part of third parties or reasons arising from the nature of the Goods), even before the expiry of the period specified in Article 6.1 of these Terms. We may also withdraw from the Agreement if it is evident that you intentionally provided incorrect information in the Order. If you purchase Goods within the scope of your business activity, i.e., as an entrepreneur, we are entitled to withdraw from the Agreement at any time, even without stating a reason.

## **9. CONSUMER DISPUTE RESOLUTION**

9.1. We are not bound by any codes of conduct in relation to buyers within the meaning of Section 1826(1)(e) of the Civil Code.

9.2. We handle consumer complaints via the electronic address [info@prazskebenatky.cz](mailto:info@prazskebenatky.cz). Information regarding the handling of a complaint will be sent to the buyer's electronic address.

9.3. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 796/44, 110 00 Prague 1, Company ID No.: 000 20 869, website: <http://www.coi.cz>, is competent for the

out-of-court settlement of consumer disputes arising from the Agreement. The online dispute resolution platform available at <http://ec.europa.eu/consumers/odr> may be used for resolving disputes between the seller and a buyer who is a consumer under a purchase agreement concluded by electronic means.

9.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 796/44, 110 00 Prague 1, website: <http://www.evropskyspotrebitec.cz>, is the contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).

## **10. FINAL PROVISIONS**

10.1. If our legal relationship contains an international element (for example, if we send Goods outside the territory of the Czech Republic), the relationship shall always be governed by the laws of the Czech Republic. However, if you are a consumer, your rights arising from applicable legal regulations shall not be affected by this agreement.

10.2. All written correspondence between us shall be delivered by electronic mail. Our e-mail address is stated in our identification details. We will deliver correspondence to your e-mail address specified in the Agreement, in your User Account, or from which you have contacted us.

10.3. The Agreement may be amended only on the basis of our written agreement. However, we are entitled to amend and supplement these Terms; such amendment shall not affect Agreements already concluded, but only Agreements concluded after the effective date of such amendment. We will inform you of the amendment only if you have created a User Account (so that you are informed in the event you place a new order; however, the amendment does not establish a right of termination, as no Agreement has been concluded that could be terminated), or if, under an Agreement, we are to deliver Goods to you regularly and repeatedly. We will send information about the amendment to your e-mail address at least 14 days before the amendment becomes effective. If we do not receive from you, within 14 days from sending the information about the amendment, a notice of termination of the concluded Agreement for regular and repeated deliveries of Goods, the new terms shall become part of our Agreement and shall apply to the next delivery of Goods following the effective date of the amendment. The notice period, if you submit a termination notice, shall be 2 months.

10.4. In the event of force majeure or events that cannot be foreseen (natural disasters, pandemics, operational failures, outages of subcontractors, etc.), we shall not be liable for damage caused as a result of or in connection with force majeure events, and if the force majeure situation lasts for more than 10 days, both you and we shall have the right to withdraw from the Agreement.

10.5. An appendix to these Terms includes a model complaint form and a model withdrawal form.

10.6. The Agreement, including these Terms, is archived by us in electronic form but is not accessible to you. However, you will always receive these Terms and the Order confirmation including a summary of the Order by e-mail, and therefore you will always have access to the Agreement without our further assistance. We recommend that you always save the Order confirmation and these Terms.

10.7. These Terms and Conditions shall become effective on **1 March 2024**.

## APPENDIX NO. 1 – COMPLAINT FORM

**Addressee:** Pražské Benátky s.r.o.

### Submission of a Complaint

Date of conclusion of the Agreement:	
Name and surname:	
Address:	
Date: E-mail address:	
Signature: Goods being complained about:	
Description of defects of the Goods:	
Proposed method of handling the complaint:	

**ANNEX NO. 2 – CONTRACT WITHDRAWAL FORM**

**Recipient:** Pražské Benátky s.r.o.

**I hereby declare that I withdraw from the Contract:**

Date of Contract Conclusion:	
Name and surname:	
Address:	
Email Address:	
Description of the Goods Covered by the Contract:	
Method for returning the funds received, or providing a bank account number:	

If the Buyer is a consumer, they have the right, in the case that the goods were ordered through the online store of **Pražské Benátky s.r.o.** (the “**Company**”) or by other means of distance communication, except in cases specified in Section 1837 of Act No. 89/2012 Coll., the Civil Code, as amended, to withdraw from an already concluded purchase contract within 14 days from the date of conclusion of the contract, or, in the case of the purchase of goods, within 14 days from the day of receipt of the goods. In the case of a contract involving multiple items of goods or delivery in several batches, this period shall commence on the day of delivery of the last item or batch, and in the case of a contract under which the goods are to be delivered regularly and repeatedly, from the day of delivery of the first shipment.

The Buyer shall notify the Company of the withdrawal in writing to the Company’s business address or electronically via the email address provided in the sample form.

If the Buyer, who is a consumer, withdraws from the purchase contract, they shall send or deliver the goods received from the Company without undue delay, and no later than 14 days from the date of withdrawal from the contract.

If the Buyer, who is a consumer, withdraws from the purchase contract, the Company shall refund all payments received from the Buyer under the contract (including the purchase price of the delivered goods and delivery costs) without undue delay, and no later than 14 days from the date of withdrawal, using the same payment method. If the Buyer chose a delivery method other than the least expensive standard delivery offered by the Company, the Company shall reimburse the Buyer only the cost corresponding to the least expensive standard delivery method. The Company shall not be obliged to refund the payments before receiving the goods back or before the Buyer provides proof that the goods have been sent to the Company.

Date:

Signature: