

TERMS OF BUSINESS

For the sale of goods via an online store located at the internet address www.mejzlik.eu

1. INTRODUCTORY PROVISIONS

- 1.1. These Terms of Business ("**Terms of Business**") of the trader Ing. Tomáš Mejzlík, with registered office at 61500 Brno - Židenice, Šámalova 1537/60a, company registration number: 121 66 154 ("**Seller**") regulate, in accordance with section 1751 (1) of Act no. 89/2012 Coll., Civil Code ("**Civil Code**") the mutual rights and obligations of the contractual parties arising in connection with or on the basis of a Contract for Sale ("**Contract for Sale**") concluded between the Seller and another natural person ("**Buyer**") via the Seller's internet store. The Seller runs the internet store from a website located at the internet address www.mejzlik.eu ("**Website**") via the Website's interface ("**Store's Web Interface**").
- 1.2. In the event that the person who intends to buy goods from the Seller is a legal person or a natural person acting as part of their trade activities or as part of their freelance employment when ordering such goods, relationships between the Seller and such a person shall also be governed by clause 12 of the Terms of Business.
- 1.3. Provisions divergent from the Terms of Business may be agreed in the Contract for Sale. Any divergent provisions contained in the Contract for Sale take priority over the provisions of the Terms of Business.
- 1.4. The provisions of the Terms of Business are an inseparable part of the Contract for Sale. The Contract for Sale and Terms of Business are available in Czech and English language. A Contract for Sale may be concluded in Czech and English language.
- 1.5. The Seller may amend the Terms of Business. This provision shall have no effect on rights and obligations arisen whilst a previous version of the Terms of Business was in effect.

2. USER ACCOUNT

- 2.1. Once registered on the Website, the Buyer may access their user interface on the Website. The Buyer may use their user interface to order goods ("**User Account**"). In the event that the Store's Web Interface allows, the Buyer may order goods without registration directly from the Store's Web Interface.
- 2.2. When registering on the Website and when ordering goods, the Buyer shall provide only correct and true details. The Buyer shall update details provided in the User Account every time they change in any way. The Seller shall deem details provided by the Buyer in the User Account and when ordering goods to be correct.



- 2.3. Access to a User Account is secured with a username and a password. The Buyer shall treat as confidential information required in order to access their User Account.
- 2.4. The Buyer shall not allow third parties to use the User Account.
- 2.5. The Seller may cancel a User Account, in particular if the Buyer does not use their User Account for longer than two (2) years, or if the Buyer breaches their obligations arising from a Contract for Sale (including the Terms of Business).
- 2.6. The Buyer acknowledges that the User Account may not be accessible continuously, especially due to essential maintenance of the Seller's hardware and software equipment or essential maintenance of hardware and software equipment belonging to third parties.

3. CONCLUSION OF A CONTRACT FOR SALE

- 3.1. Any presentation of the goods located in the Store's Web Interface is of an informative nature only and the Seller is not obliged to conclude a Contract for Sale in relation to such goods. Section 1732 (2) of the Civil Code shall not apply.
- 3.2. The Store's Web interface contains information about the goods including prices for individual goods and the cost of returning goods if, due to their nature, such goods cannot be returned by way of a standard postal delivery. Prices of goods are provided inclusive of value added tax and all related fees. Prices of goods remain valid for as long as they are displayed in the Store's Web Interface. This provision shall not limit the Seller's ability to conclude a Contract for Sale under individually negotiated terms.
- 3.3. The Store's Web Interface also contains information about the costs of packaging and delivery of goods.
- 3.4. When ordering goods, the Buyer shall complete an order form in the Store's Web Interface. The order form contains information about:
 - 3.4.1. The goods being ordered (the Buyer shall "place" the goods being ordered into an electronic shopping trolley in the Store's Web Interface);
 - 3.4.2. The method of payment of the purchase price of the goods, information about the selected method of delivery of the goods being ordered; and
 - 3.4.3. Information about the cost of delivery of the goods (**'Order'**).
- 3.5. Prior to an Order being sent to the Seller, the Buyer shall be allowed to check and amend details inserted into the Order with regard to the Buyer's ability to check and correct errors made when entering data into an Order. The Buyer shall send the Order to the Seller by



clicking the button “Order”. The Seller shall deem the details provided in the Order to be correct. Immediately after receiving the Order, the Seller shall confirm receipt of the Order to the Buyer by email to the Buyer’s email address listed in the User Account or in an Order (**‘Buyer’s Email Address’**).

- 3.6. Depending on the nature of an Order (volume of goods, purchase price, expected cost of delivery), the Buyer shall always be entitled to request that the Seller provides an additional confirmation of the Order (for example in writing or by telephone).
- 3.7. A contractual relationship between the Seller and the Buyer arises once acceptance of an Order has been received (acceptance); the Seller shall send such acceptance to the Buyer by email to the Buyer’s Email Address.
- 3.8. The Buyer consents to the use of means of distant communication for the purposes of conclusion of a Contract for Sale. Any expenses incurred by the Buyer when using means of distant communication for the purposes of conclusion of a Contract for Sale (costs of internet connection, cost of telephone calls) shall be borne by the Buyer; such expenses shall not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The Buyer shall pay to the Seller the price of the goods and any applicable costs of delivery of the goods according to a Contract of Sale by one of the following methods:
 - 4.1.1. In cash on collection from the Seller’s business premises;
 - 4.1.2. In cash on delivery to a place specified by the Buyer in an Order;
 - 4.1.3. By bank transfer to the Seller’s account no. 199455546/0600 for payments in Czech Crowns, no. 199719476/0600 (IBAN: CZ080600000000199719476) for payments in EUR, no. 199719599/0600 (IBAN: CZ820600000000199719599) for payments in USD, all accounts are held by the company GE Money Bank, a.s. (**‘Seller’s Account’**);
 - 4.1.4. By cash-free transfer via a third party payment system;
 - 4.1.5. By cash-free payment with a payment card.
- 4.2. Together with the purchase price, the Buyer shall pay to the Seller the cost of packaging and delivery of the goods as per the agreed price. Unless expressly stated otherwise, the term ‘purchase price’ shall hereinafter include the cost of delivery of the goods.
- 4.3. The Seller does not require the Buyer to pay a deposit or another similar payment. Clause 4.6 of the Terms of Business relating to the obligation to pay the purchase price in advance is not



hereby affected

- 4.4. In the case of payment in cash or payment on delivery, the purchase price shall be payable when the goods are being accepted. In the case of a cash-free payment, the purchase price shall be payable within ten (10) days of the conclusion of the Contract for Sale.
- 4.5. In the case of a cash-fee payment, the Buyer shall pay the purchase price of the goods and specify the variable symbol of the payment. In the case of a cash-fee payment, the Buyer's obligation to pay the purchase price shall be discharged once the Seller's Account has been credit with the relevant amount.
- 4.6. The Seller may, in particular in the event that the Buyer has not provided an additional confirmation of an Order (clause 3.6), request payment of the purchase price in full before dispatching the goods to the Buyer. Section 2119 (1) of the Civil Code shall not apply.
- 4.7. Any discounts from the price of the goods provided by the Seller to the Buyer cannot be mutually combined.
- 4.8. If it is customary in trade relations or if it is prescribed by generally binding legislation, the Seller shall issue to the Buyer a receipt of tax deductible expenditure – an invoice relating to payments made on the basis of a Contract for Sale. The Seller is a payer of value added tax. The Seller shall issue to the Buyer a receipt of tax deductible expenditure – an invoice once the price of the goods has been paid.

5. WITHDRAWAL FROM A CONTRACT FOR SALE

- 5.1. The Buyer acknowledges that, pursuant to section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from a Contract for Sale in relation to the delivery of goods which have been altered according to the Buyer's specification or for them personally.
- 5.2. Unless clause 5.1 of the Terms of Business applies or it is another case where it is not possible to withdraw from a Contract for Sale, the Buyer has a right pursuant to section 1829 (1) of the Civil Code to withdraw from a Contract for Sale within fourteen (14) days of the acceptance of goods; in the event that the Contract for Sale relates to several types of goods or delivery of several parts, the time limit shall run from the day of acceptance of the last delivery of the goods. A notice of withdrawal from the Contract for Sale must be sent to the Seller within the time limit specified in the previous sentence. For the purposes of withdrawal from a Contract for Sale, the Buyer may use a template provided by the Seller, which forms a schedule to the Terms of Business. The Buyer may send a notice of withdrawal from the Contract for Sale to, inter alia, the address of the Seller's business premises or to the Seller's email address info@mejzlik.eu.
- 5.3. In the event of withdrawal from a Contract for Sale pursuant to clause 5.2 of the Terms of



Business, the Contract for Sale shall be discharged from the outset. Goods must be returned to the Seller within fourteen (14) days of the withdrawal from the Contract. If the Buyer withdraws from a Contract for Sale, the Buyer shall bear the cost of returning goods to the Seller, including circumstances where, due to the nature of the goods, it is not possible to return them by way of normal postal delivery.

- 5.4. In the event of withdrawal from contract in accordance with clause 5.2 of the Terms of Business, the Seller shall refund monies received from the Buyer to the Buyer within fourteen (14) days of the Buyer's withdrawal from the Contract for Sale by the same method as the method by which the Seller received the monies from the Buyer. The Seller shall also be entitled to refund the Buyer's monies as soon as the goods are returned by the Buyer or by other means, providing the Buyer agrees to this and the Buyer does not incur additional costs as a result of this. If the Buyer withdraws from a Contract for Sale, the Seller shall not be obliged to refund the monies received to the Buyer before the Buyer returns the goods or provides evidence that the goods have been sent to the Seller.
- 5.5. The Buyer may unilaterally offset a claim for damages for loss affecting the goods against the Buyer's right to the refund of the purchase price.
- 5.6. In circumstances where the Buyer has a right pursuant to section 1829 (1) of the Civil Code to withdraw from a Contract for Sale, the Seller is also entitled to withdraw from the Contract for Sale at any time until the Buyer has accepted the goods. In such an event, the Buyer shall refund the purchase price to the Buyer without undue delay by bank transfer to an account specified by the Buyer.
- 5.7. If, together with goods, the Buyer is provided with a gift, a contract of donation between the Seller and Buyer shall be concluded with a resolutive condition that, should the Buyer withdraw from the Contract for Sale, the contract of donation in relation to such a gift shall cease to be effective and the Buyer shall return the provided gift to the Seller together with the goods.

6. TRANSPORTATION AND DELIVERY OF THE GOODS

- 6.1. In the event that the method of transportation is agreed on the basis of the Buyer's separate request, the Buyer shall bear the risk and any additional costs of using such method of transportation.
- 6.2. If, according to a Contract for Sale, the Seller is obliged to deliver goods to a place specified by the Buyer in an Order, the Buyer is obliged to collect the goods on delivery.
- 6.3. In the event that, due to reasons on the part of the Buyer, repeated attempts to deliver goods have been necessary or goods have had to be delivered by a method different to the method



specified in an Order, the Buyer shall bear all expenses arising from the repeated delivery attempts or from the different method of delivery.

- 6.4. When accepting goods from a carrier, the Buyer shall examine the integrity of the packaging of the goods and notify the carrier of any defects without undue delay. In the event that the Buyer finds that the packaging has been damaged, indicating that the package has been unlawfully tampered with, the Buyer does not have to accept the package from the carrier.
- 6.5. Other rights and obligations of the parties relating to the transportation of goods may be governed by the Buyer's separate terms of delivery if the Buyer has issued the same.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 7.1. Rights and obligations of the contractual parties relating to rights arising from defective performance shall be governed by applicable generally binding legislation (in particular, sections 1914 to 1925, sections 2099 to 2177 and sections 2161 to 2174 of the Civil Code and Act no. 634/1992 Coll., on Consumer Protection, as amended). The manufacturer of goods may provide a guarantee of the quality of the goods.
- 7.2. The Seller shall be responsible to the Buyer for ensuring that goods have no defects on delivery. In particular, the Buyer shall be responsible to the Buyer for ensuring that, when the Buyer accepts the goods:
- 7.2.1. The goods have the characteristics agreed by the parties; if there is no agreement, they have characteristics as described by the Seller or the manufacturer or which the Buyer expected with regard to the nature of the goods and on the basis of any advertisement by the Seller or the manufacturer;
- 7.2.2. The goods are suitable for the purpose of use specified by the Seller or for which goods of this kind are usually used;
- 7.2.3. If the quality or the design of the goods has been specified according to an agreed sample or template, the quality or the design of the goods correspond to the agreed sample or template;
- 7.2.4. The goods are of the requisite quantity, measurements or weight;
- 7.2.5. The goods comply with legal requirements.
- 7.3. The provisions contained in clause 7.2 of the Terms of Business shall not apply to goods sold for a lower price due to a defect because of which a lower price has been agreed; to wear and tear of goods resulting from use in an usual manner; in relation to used goods, to a defect corresponding to the extent of use or wear and tear which the goods had when accepted by



the Buyer or if implied in the nature of the goods.

- 7.4. If the defect demonstrates itself within six months of acceptance, there shall be a presumption that the goods were already defective when accepted. The Buyer may exercise rights arising from a defect of consumer goods within a period of twenty four months of acceptance.
- 7.5. The Buyer shall exercise rights from defective performance with the Seller at the address of their business premises at which such a warranty claim can be accepted with regard to the range of goods being sold there, and also at their registered address or place of business.
- 7.6. Other rights and obligations of the parties relating to the Seller's liability for defects may be specified in the Seller's warranty claim procedure rules.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTUAL PARTIES

- 8.1. The Buyer shall acquire ownership of goods as soon as the purchase price of the goods has been paid in full.
- 8.2. In their relationship to the Buyer, the Seller shall not be bound by any codes of conduct within the meaning of section 1826 (1) (e) of the Civil Code.
- 8.3. The Seller handles out of court complaints made by consumers via the email address info@mejlík.eu. The Seller shall send notification of an outcome of the Buyer's complaint to the Buyer's Email Address.
- 8.4. The Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, company registration number: 000 20 869, internet address: <http://www.coi.cz> has jurisdiction to settle out of court consumer disputes arising from a Contract for Sale. The platform for the settlement of disputes online located at the internet address <http://ec.europa.eu/consumers/odr> may be used to settle disputes between the Seller and the Buyer arising from a Contract for Sale.
- 8.5. The European Consumer Centre Czech Republic, with registered address at Štěpánská 567/15, 120 00 Praha 2, internet address: <http://www.evropskyspotrebitel.cz> is a 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).
- 8.6. The Seller is authorised to sell goods on the basis of a trade licence. Trade control is carried out by the respective trade authority within their jurisdiction. Supervision in the area of personal data protection is carried out the Office for Personal Data Protection. The Czech



Trade Inspection carries out, in a specified extent, inter alia supervision over compliance with Act no. 634/1992 Coll., on Consumer Protection, as amended.

- 8.7. The Buyer hereby accepts the risk of change of circumstances within the meaning of section 1765 (2) of the Civil Code.

9. PERSONAL DATA PROTECTION

- 9.1. Personal data of a Buyer who is a natural person are protected by European Parliament and Council (EU) 2016/679 of 27th April 2016 on the personal data protection of natural persons in a context of processing free movement of personal data and about a cancellation of the Regulation 95/46/ES (**‘General Regulation’**)
- 9.2. The Buyer consents to the processing of the following personal data: forename and surname, home address, company registration number, tax registration number, email address and telephone (collectively **‘Personal Data’**).
- 9.3. The Buyer consents to the processing of Personal Data by the Seller for the purposes of realising rights and obligations arising from the Contract for Sale and for the purposes of administering the User Account. Unless a different option is selected by the Buyer, the Buyer also consents to the processing of Personal Data by the Seller for the purposes of sending information and commercial communications to the Buyer. Consent to the processing of Personal Data in full extent according to this Clause is not a condition which would, in itself, prevent the conclusion of a Contract for Sale if not complied with.
- 9.4. The Buyer acknowledges that he/she is obliged to provide correct and true Personal Data (when registering, in their User Account, when placing an Order in the Store’s Web Interface) and that he/she is obliged to inform the Seller of any changes of their Personal Data without undue delay.
- 9.5. The Seller may delegate the processing of the Buyer’s Personal Data to a third party as a processor. With the exception of persons transporting the goods, the Seller shall not pass on Personal Data to third parties without the Buyer’s prior consent.
- 9.6. Personal Data shall be processed for an indefinite period of time. Personal Data shall be processed in electronic form in automatic manner or in print form in non-automatic manner.
- 9.7. The Buyer confirms that the provided Personal Data is accurate and that it has been explained to the Buyer that the provision of Personal Data is voluntary.
- 9.8. In the event that the Buyer suspects that the Seller or processor (clause 9.5) are processing the Buyer’s Personal Data in a manner contrary to the protection of the Buyer’s private and personal life or contrary to the law, in particular if the Personal Data is inaccurate in relation



to the purpose of their processing, the Buyer may:

- 9.8.1. request that the seller or the processor provides an explanation;
 - 9.8.2. request that the seller or the processor rectifies the situation.
 - 9.8.3. request that the seller or the processor provides an access to the data and revises or corrects the data
 - 9.8.4. request that the seller or the processor deletes the data or restricts the processing of the data
 - 9.8.5. alter portability of the data
 - 9.8.6. object against the data processing
 - 9.8.7. in case of the doubt of the compliance with the Data Protection Rules, the Buyer may turn to the seller or the processor or to the Office for Personal Data Protection.
- 9.9. If the Buyer requests information relating to the processing of their Personal Data, the Seller is obliged to provide such information. The Seller is entitled to demand adequate reimbursement for the provision of information according to the previous sentence not exceeding the necessary costs of the provision of such information.

10. SENDING OF COMMERCIAL MESSAGES AND SAVING OF COOKIES

- 10.1. The Buyer consents to the sending of information relating to the Seller's goods, services or business to the Buyer's email address, as well as to the sending of commercial communications by the Seller to the Buyer's Email Address.
- 10.2. The Buyer consents to the saving of so-called cookies on their computer. In the event that it is possible to shop on the Website and perform the Seller's obligations arising from a Contract for Sale without cookies being saved on the Buyer's computer, the Buyer may withdraw their consent according to the previous sentence at any time.

11. SERVICE

- 11.1. The Buyer accepts service at the Buyer's Email Address.

12. SEPARATE PROVISIONS FOR CASES WHEN THE BUYER IS NOT A CONSUMER

- 12.1. Clause 5.1 to Clause 5.5, Clause 7, Clause 8.2 to Clause 8.4, Clause 13.3 and Clause 13.4 of the



Terms of Business shall not apply to relationships between the Seller and the Buyer who is not a consumer.

- 12.2. If the Buyer is not a consumer and, according to a Contract for Sale, the Seller hands over goods to a carrier for transportation to the Buyer, the risk of loss shall pass to the Buyer in the moment of the goods being handed over to the first carrier for transportation to the final destination. In such a case, a handover of an item to the Buyer shall mean a handover of the item to the first carrier for transportation to the Buyer.
- 12.3. Sections 1799 and 1800 of the Civil Code shall not apply to relationships between the Seller and the Buyer who is not a consumer.
- 12.4. The use of respected trade customs within the meaning of section 558 (2) of the Civil Code shall be excluded in relationships between the Seller and the Buyer who is a trader.
- 12.5. In circumstances where the Buyer is not a consumer, the Seller also be entitled to withdraw from a Contract for Sale at any time up to the moment of acceptance of the goods by the Buyer. In such an event, the Buyer shall refund the Purchase Price to the Buyer without undue delay by bank transfer to an account specified by the Buyer.
- 12.6. If the Buyer is not a consumer, the Seller may request a payment of a deposit towards the Purchase Price of the goods.

13. FINAL PROVISIONS

- 13.1. If a relationship arising from a Contract for Sale contains an international (foreign) element, the parties agree that such a relationship shall be governed by Czech law. Consumer rights arising from generally binding legislation shall not be hereby affected.
- 13.2. If a provision of the Terms of Business is invalid or ineffective or it becomes invalid or ineffective, it shall be replaced by a provision the meaning of which is most similar to the invalid provision. The invalidity or ineffectiveness of a provision shall have no effect on the validity of the rest of the provisions.
- 13.3. A Contract for Sale including the Terms of Business is archived by the Seller in electronic form and it is not accessible.
- 13.4. A template form for withdrawal from a Contract for Sale is contained in a schedule to the Terms of Business.
- 13.5. The Seller's contact details are: email address: info@mejzlik.eu, telephone number +420 54321 8888.



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Ing. Tomáš Mejzlík

