

TERMS AND CONDITIONS

of the trading company
Lukáš Morávek
headquartered at Masarykova 1422
identification number: 698 42 906
for the sale of goods through the e-shop at the Internet address www.woodyfier.com

1. INTRODUCTORY PROVISIONS

- 1.1. These terms and conditions (hereinafter „**terms and conditions**“) of the trading company Lukáš Morávek, headquartered at Masarykova 1422, with the identification number: 698 42 906, (hereinafter the "seller") regulate the mutual rights and obligations arising in connection with or pursuant to the purchase agreement (hereinafter the "purchase agreement") concluded between the seller and any other natural person (hereinafter the "buyer") through the e-shop of the seller in accordance with the provisions of § 1751 paragraph 1 of Act no. 89/2012 Coll., Civil Code (the "Civil Code") . The e-shop is operated by the seller on the website located at the Internet address www.woodyfier.com (hereinafter the "website") via the interface of the website (hereinafter the "web interface of the e-shop").
- 1.2. The terms and conditions do not apply to cases where a person who intends to purchase goods from the seller is a legal entity or a person who is ordering goods in the course of their business activities or in their separate occupations.
- 1.3. Provisions that deviate from the terms and conditions can be agreed upon in the purchase contract. Deviating arrangements in the purchase contract shall take precedence over the provisions of the terms and conditions.
- 1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The purchase contract and the terms and conditions are written in the Czech language. The purchase contract may be concluded in the Czech language.
- 1.5. The wording of the terms and conditions may be amended by the seller. This provision shall not affect the rights and obligations that have arisen during the effective period of the previous version of the terms and conditions.

2. CONCLUDING THE PURCHASE CONTRACT

- 2.1. Any presentation of goods placed in the web interface of the store is for informative purposes, and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of § 1732 paragraph 2 of the Civil Code do not apply.

- 2.2. The web interface of the store provides information about goods, prices of individual products and the cost of returning goods, if a product can not be returned through the usual way by post due to its nature. The prices of goods are stated with the VAT and all related surcharges included. Prices of goods remain in force as long as they are displayed in the web interface of the store. This provision does not limit the seller's option to conclude a sales contract under individually negotiated conditions.
- 2.3. The web interface also contains information on the costs associated with the packaging and delivery of the goods. Information on the costs associated with the packaging and delivery of the goods listed in the web interface of the store only applies in cases where the goods are delivered within the territory of the Czech Republic.
- 2.4. To order goods, the buyer fills in an order form in the web interface of the store. In particular, the order form contains information about:
 - 2.4.1. the ordered goods (the buyer "inserts" the ordered goods into an electronic shopping cart in the web interface of the store)
 - 2.4.2. the method of payment of the purchase price, information about the desired method of delivery of the ordered goods and
 - 2.4.3. **information about the costs associated with the delivery of goods (hereinafter collectively referred to as the "order").**
- 2.5. Before sending the order to the seller, the buyer is enabled to check and modify the information that the buyer entered into the order, even with regard to the option of the buyer to detect and correct errors that were made when entering information into the order. The buyer sends the order to the seller by clicking on „Order“. The data specified in the order are deemed correct by the seller. Upon receipt of an order, the seller immediately confirms its receipt to the buyer through an e-mail sent to the e-mail address of the buyer specified in the user account or in the order (hereinafter „**email address of the buyer**“).
- 2.6. The seller is always entitled to ask the buyer for an additional confirmation (e.g. in writing or over the phone), depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs).
- 2.7. The contractual relationship between seller and buyer arises upon the receipt (acceptance) of the order, which is sent to the buyer by electronic mail to the electronic mail address of the buyer.
- 2.8. The buyer agrees with the use of distance communication means in concluding the purchase contract. Costs incurred to the buyer when using means of distance communication in connection with concluding the purchase contract (cost of internet access, telephone costs)

Komentár [JA1]: The provisions of § 1826 of the Civil Code: "Before submitting the order, the consumer must be enabled to check and change the input data the consumer has entered into the order when electronic means are used."

Komentár [JA2]: The provisions of § 1827 paragraph 1 of the Civil Code: "If the consumer submits an order through any means of distance communication, the entrepreneur is obliged to immediately confirm its receipt through any means of distance communication; this does not apply when concluding a contract exclusively by exchange of electronic mail or equivalent individual communication."

are covered by the buyer, and these costs do not differ from the standard rate.

Komentár [JA3]: The provisions of § 1820 paragraph 1 point a): "If negotiations between the parties is headed towards the conclusion of the contract and the entrepreneur is using at least one means of communication which enables the conclusion of the contract without the physical presence of the parties ..., the entrepreneur shall inform the consumer in a sufficient time in advance before the conclusion of the contract or before the consumer makes a binding offer as well as ... **the cost of the means of distance communication (if it differs from the standard rate)...**"

3. PRICE AND PAYMENT TERMS

3.1. The buyer can pay the seller the price of goods and any costs associated with the delivery of goods under the purchase contract in the following ways:

cashless payment through the b-payment payment system;

cashless payment by credit card;

Komentár [JA4]: The provisions of § 11a of the Consumer Protection Act: "When selling goods or services by electronic means through the website, the seller is obligated to inform the consumer in a clear way in advance about the payment methods that are accepted."

3.2. The buyer is obliged to pay the costs associated with the packaging and delivery of goods at the agreed amount along with the purchase price. Unless expressly stated otherwise, the purchase price includes costs associated with the delivery of goods.

Komentár [JA5]: The provisions of § 3 paragraph of the Consumer Protection Act: "The seller may not require a fee from the consumer in connection with the used payment method that exceeds the costs that arise for the seller in connection with this payment method."

3.3. The seller must not require a deposit or other similar payment from the buyer. 3.6

Komentár [JA6]: The provisions of § 1820 paragraph 1 point b): "If negotiations between the parties is headed towards the conclusion of the contract and the entrepreneur is using at least one means of communication which enables the conclusion of the contract without the physical presence of the parties ..., the entrepreneur shall inform the consumer in a sufficient time in advance before the conclusion of the contract or before the consumer makes a binding offer as well as ... information on any obligation to pay a deposit or similar payments, if required..."

3.4. In the case of payment in cash or payment on delivery, the purchase price is payable upon the receipt of goods. In the case of cashless payment, the purchase price is payable within one day after the conclusion of the purchase contract.

3.5. In the case of cashless payment, the buyer is obliged to pay the purchase price of the goods and give the variable symbol of the payment. In the case of a cashless payment, the buyer's obligation to pay the purchase price is met when the appropriate amount is received on the seller's account.

3.6. The seller is entitled require payment of the full purchase price before sending the goods to the buyer 2.6

3.7. Any discounts on the price of goods provided by the seller to the buyer can not be combined.

3.8. If it is usual in the business relations or if so stipulated by generally binding legal regulations, the seller shall issue a tax document to the buyer regarding the payments made under the purchase contract - invoice. The seller is a payer of the value added tax. The tax document - the seller shall issue a tax document to the buyer after the payment of the price of the goods and shall send it electronically to the email address of the buyer.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT

4.1. The buyer takes due note of the fact that pursuant to § 1837 of the Civil Code, the buyer can not, inter alia, withdraw from the purchase contract for the supply of goods that has been adjusted according to the wishes of the buyer or for his person, from a purchase contract for the supply of goods subject to rapid deterioration, as well as goods that were irrevocably

mixed with other goods after delivery, from a purchase contract for the supply of sealed goods which the consumer has unsealed and which cannot be returned for hygienic reasons and from a purchase contract for the supply of audio or video recordings or computer programs, if the consumer has broken their original packaging.

- 4.2. If it is not a case under Art. **Chyba! Nenašiel sa žiaden zdroj odkazov.**
- 4.3. In case of withdrawal from the contract in accordance with Art. 4.2
- 4.4. In case of withdrawal from the contract in accordance with Art. 4.2
- 4.5. The seller is entitled to unilaterally offset a claim for damages caused to the goods against the buyer's claim for the refund of the purchase price.
- 4.6. In cases where the buyer has the right to withdraw from the contract in accordance with § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the contract at any time until the receipt of the goods by the buyer. In this case, the seller shall return the purchase price to the buyer without undue delay by bank transfer to an account designated by the buyer.
- 4.7. If a gift is provided to the buyer together with the goods, the gift agreement between buyer and seller is concluded with a condition subsequent that if there is a withdrawal from the contract by the buyer, an agreement regarding such a gift loses its validity and the buyer is required to return the provided gift to the seller along with the goods.

5. TRANSPORTATION AND DELIVERY OF GOODS

- 5.1. In the event that the mode of transportation is agreed upon based on a special request of the buyer, the buyer bears the risk and additional costs associated with this mode of transport.
- 5.2. If the seller is obliged under the purchase contract to deliver the goods to a place specified by the buyer in the purchase order, the buyer is obliged to accept the goods on delivery.
- 5.3. In the event that the goods need to be delivered repeatedly or in any method of delivery other than that stated in the order for reasons caused by the buyer, the buyer is obliged to pay the costs associated with repeated delivery of goods (resp. costs associated with the other method of delivery).
- 5.4. When receiving the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and immediately notify the carrier of any defects thereto. In the event that damage to the packaging is found that is indicative of unauthorized intrusion into the consignment, the buyer does not have to accept the shipment from the carrier.

5.5. Other rights and obligations of the parties in the transport of goods can be regulated by the special delivery conditions of the seller if they are issued thereby.

6. RIGHTS FROM THE DEFECTIVE PERFORMANCE

6.1. The rights and obligations of the parties regarding the rights arising from defective performance are governed by the relevant legislation (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act no. 634/1992 Coll., On Consumer Protection, as amended).

6.2. The seller shall be liable to the purchaser for the goods to have no defects upon receipt. In particular, the seller is liable to the purchaser for the following when the buyer receives the goods:

6.2.1. that the goods have the properties that the parties have agreed upon, and in the absence of an agreement, they have the properties which the seller or manufacturer has described or which the buyer expected with regard to the nature of the goods and based on the advertising of the seller,

6.2.2. that the goods are fit for the purpose that the seller states for its use or the purpose for which goods of the same type are normally used,

6.2.3. that the goods correspond to the quality or design the sample or template agreed upon if a quality or design was determined in accordance with an agreed upon sample or template,

6.2.4. that goods are received in a corresponding quantity, measure or weight and that

6.2.5. the goods comply with the requirements of legal regulations.

6.3. The provisions referred to in Article 6.2

6.4. If a defect is manifested within six months after the receipt of the goods, it is assumed that the goods were already defective at the time of receipt. The buyer is entitled to exercise the right from a defects, which applies for consumer products for a period of twenty four months from the receipt of the goods.

6.5. The rights for defective performance is exercised by the buyer with the seller at the place of business thereof, in which the receipt of a complaint is possible with regard to the assortment of goods sold, or at the headquarters or registered office.

6.6. Other rights and obligations of the parties related to the liability of the seller for defects can be regulated by the complaints procedure of the seller.

7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 7.1. The buyer acquires ownership of the goods by paying the entire purchase price thereof.
- 7.2. The seller is not bound by codes of conduct in relation to the buyer within the meaning of § 1826 paragraph 1 point e) of the Civil Code:
- 7.3. For the out-of-court settlement of consumer disputes arising from the purchase contract, there is the Czech Trade Inspection, headquartered at Štěpánská 567/15, 120 00 Praha 2, IČ: 000 20 869, Internet address: <http://www.coi.cz>.
- 7.4. The seller is entitled to sell goods on the basis of a trade license. A trade inspection is carried out by the relevant trade office within its competence. Supervision over the protection of personal data is exercised by The Office for Personal Data Protection. The Czech Trade Inspectorate performs, inter alia, supervision over compliance with Act no. 634/1992 Coll., On consumer protection, as amended, within the specified scope.
- 7.5. The buyer hereby assumes the risk of changing circumstances within the meaning of § 1765 paragraph 2 of the Civil Code:

8. THE PROTECTION OF PERSONAL DATA (GDPR)

- 8.1. The protection of personal data of the buyer, who is a natural person, is provided by Act no. 101/2000 Coll., On Personal Data Protection, as amended and GDPR
- 8.2. **The buyer agrees to the processing of his/her personal data: name, address, identification number, tax identification number, email address, telephone number (hereinafter collectively referred to as "personal data").**
- 8.3. The buyer agrees to the processing of his/her personal data by the seller for the purpose of the realization of rights and obligations under the contract (GDPR) and law regulation (archived invoice).
- 8.4. The seller may appoint a third party as processor for the processing of the personal data of the buyer. Apart from the persons transporting the goods, the personal data will not be passed on to third parties by the seller without the prior consent of the buyer.
- 8.5. The buyer confirms that the personal information is accurate and that he/she was made aware of the fact that he/she is providing the personal information voluntarily.
- 8.6. In the event that the buyer is under the impression that the seller or processor (Art. 8.4
 - 8.6.1. ask the seller or processor for an explanation,

8.6.2. require the seller or the processor to rectify such a situation.

9. DELIVERY

9.1. It can be delivered to the buyer at the email address of the buyer.

10. FINAL PROVISIONS

- 10.1. If the relationship based on the purchase agreement includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the rights of the consumer resulting from generally binding legislation.
- 10.2. If any provision of the terms and conditions is invalid or ineffective, or becomes thus, a provision whose meaning comes closest the invalid provision shall replace the invalid provisions. The invalidity or ineffectiveness of one provision does not affect the validity of other provisions.
- 10.3. The purchase contract, including terms and conditions, is archived by the seller in electronic form and is not accessible.
- 10.4. The annex of the terms and conditions constitutes a sample form for withdrawal from the purchase contract.
- 10.5. Contact details of the seller: postal address Masarykova 1422, 517 41, Kostelec nad Orlicí, e-mail address hello@woodyfier.com, phone +420 775 977 308.

In Kostelec nad Orlicí on May 24, 2018