

## General Terms and Conditions

**Important:** This is a machine translation of original Czech Terms and Conditions (<https://shop.emanade.com/privacy-policy/>), and has informal character only, however should cover all what you need to know. In cases where the meaning would differ and it would matter, Czech version is taken as legitimate-valid. In case you have any question regarding our T&C, feel free to contact us: [mail@emanade.com](mailto:mail@emanade.com)

### I.

#### Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") are issued pursuant to § 1751 et seq. Act No. 89/2012 Coll., Civil Code (hereinafter the "**Civil Code**")

#### Luboš Zbranek

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with registered office: Ohrada 1874, 755 01, Vsetín

registered in the Trade Register of the Municipal Office in Vsetín

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(hereinafter referred to as the "**seller**")

2. These terms and conditions govern the mutual rights and obligations of the seller and a natural person who enters into a purchase agreement outside his business as a consumer, or as part of its business activities (hereinafter referred to as the "**Buyer**") through the web interface located on the website available at the website [shop.emanade.com](http://shop.emanade.com) (hereinafter referred to as the "**Online Store**").
3. The provisions of the terms and conditions are an integral part of the purchase agreement. Deviating provisions in the purchase contract take precedence over the provisions of these terms and conditions.
4. These terms and conditions and the purchase agreement are concluded in the Czech language.

### II.

#### Information about goods and prices

1. Information about goods, including the prices of individual goods and their main properties, are given for individual goods in the online store catalog. The prices of the goods are stated including value added tax, all related fees and costs for the return of the goods, if these goods cannot, by their nature, be returned by the usual postal route. The prices of the goods remain valid as long as they are displayed in the online store. This provision does not preclude the conclusion of a purchase contract under individually agreed conditions.
2. All presentation of goods placed in the online store catalog is of an informative nature and the seller is not obliged to enter into a purchase agreement regarding these goods.
3. Information on the costs associated with packaging and delivery of goods is published in the online store before sending the order.
4. Any discounts on the purchase price of the goods cannot be combined with each other, unless the seller agrees otherwise with the buyer.

### III.

#### Ordering and concluding the purchase contract

1. The costs incurred by the buyer in the use of means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are borne by the buyer himself. These costs do not differ from the basic rate.
2. The buyer orders the goods by filling out the order form without registration.
3. When placing an order, the buyer chooses the goods, the number of goods, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data he entered in the order. The buyer sends the order to the seller by clicking on the "ORDER" button.
5. The data listed in the order they are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory information in the order form and confirmation from the buyer that he has read these terms and conditions.
6. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address that the buyer entered when ordering. This confirmation is considered as the conclusion of the contract. The purchase contract is concluded by confirming the order by the seller to the buyer's e-mail address.

7. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the amended offer to the buyer's e-mail address. The amended offer is considered a new draft of the purchase contract and in such a case the purchase contract is concluded by the buyer's confirmation of acceptance of this offer to the seller to his e-mail address specified in these terms and conditions.
8. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives a notification of receipt of the order by the seller. The buyer can cancel the order by phone at the telephone number or e-mail of the seller specified in these terms and conditions.
9. In the event that there is an obvious technical error on the part of the seller when stating the price of goods in the online store or during ordering, the seller is not obliged to deliver the goods to the buyer at this obviously wrong price. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer to his e-mail address. The amended offer is considered a new draft of the purchase contract and in such a case the purchase contract is concluded by a confirmation of acceptance by the buyer to the e-mail address of the seller.

#### **IV.**

##### **Customer account**

1. Based on the buyer's registration made in the online store, the buyer can access his customer account. The buyer can order goods from his customer account. The buyer can also order goods without registration.
2. When registering in the customer's account and when ordering goods, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update the data specified in the user account upon any change. The data provided by the buyer in the customer's account and when ordering goods are considered correct by the seller.
3. Access to the customer account is secured by username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.
4. The buyer is not entitled to allow the use of the customer account to third parties.
5. The seller may cancel the user account, especially if the buyer no longer uses his user account or if the buyer violates its obligations under the purchase agreement or these terms and conditions.
6. The buyer acknowledges that the user account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the seller, or necessary maintenance of third party hardware and software.

#### **V.**

##### **Terms of payment and delivery of goods**

1. The buyer may pay the price of goods and any costs associated with the delivery of goods according to the purchase contract in the following ways:
  - a. transfer to the seller's bank account No. 2901884770/2010, kept at Fio Banka as
2. cashless costs associated with the packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise below, the purchase price also includes the costs associated with the delivery of goods.
3. In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 3 days of concluding the purchase contract.
4. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's bank account.
5. The seller does not require any advance payment or other similar payment from the buyer. Payment of the purchase price before sending the goods is not a deposit.
6. According to the Sales Registration Act, the seller is obliged to issue a receipt to the buyer. register the received revenue with the tax administrator online, in the event of a technical failure within 48 hours at the latest
7. obliged
  - to
  - .
8. The choice of delivery method is made during the ordering of goods.
9. The costs of delivery of goods depending on the method of dispatch and receipt of goods are specified in the buyer's order and in the order confirmation by the seller. If the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.
10. If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than stated in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. costs associated with another method of delivery.

11. Upon receipt of 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 immediately notify the carrier. In the case of finding a violation of the packaging indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier.
12. The seller will issue a tax document - invoice to the buyer. The tax document is sent to the buyer's e-mail address.
13. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods.
14. Liability for accidental destruction, damage or loss of the goods passes to the buyer at the time of receipt of the goods or the moment when the buyer was obliged to take over the goods, but did not do so in violation of the purchase contract.

## **VI.**

### **Withdrawal from the contract**

1. The buyer who has concluded a purchase contract outside his business as a consumer has the right to withdraw from the purchase contract.
2. The period for withdrawal from the contract is 14 days
  - from the date of receipt of goods,
  - from the date of receipt of the last delivery of goods if the subject of the contract is several types of goods or delivery of several parts,
  - from the date of receipt of the first delivery of goods if the subject of the contract is regular repeated delivery of goods.
3. In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.
4. To withdraw from the purchase contract, the buyer can use the standard withdrawal form provided by the seller. Withdrawal from the purchase contract will be sent by the buyer to the e-mail or delivery address of the seller specified in these terms and conditions. The seller will confirm to the buyer the receipt of the form without delay.
5. The buyer who withdraws from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the seller. The buyer bears the costs associated with returning the goods to the seller, even if the goods can not be returned due to their nature by regular mail.
6. If the buyer withdraws from the contract, the seller will return to him immediately, but no later than within 14 days of withdrawal from the contract, all funds, including delivery costs, which he received from him, in the same way. The seller will return the money received to the buyer in another way only if the buyer agrees and if he does not incur additional costs.
7. If the buyer has chosen other than the cheapest method of delivery of goods offered by the seller, the seller will reimburse the buyer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.
8. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer hands over the goods or proves that he sent the goods to the seller.
9. The buyer must return the goods to the seller undamaged, unworn and uncontaminated and, if possible, in the original packaging. The seller is entitled to unilaterally set off the claim for damages incurred to the goods against the buyer's claim for a refund of the purchase price.
10. The seller is entitled to withdraw from the purchase contract due to the sale of stock, unavailability of goods, or when the manufacturer, importer or supplier of goods has interrupted the production or import of goods. The seller immediately informs the buyer via the e-mail address specified in the order and returns within 14 days of notification of withdrawal from the purchase contract all funds, including delivery costs received from him under the contract, in the same way or in the manner specified by the buyer .

## **VII.**

### **Defective performance rights The**

1. seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over
  - the goods, the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, the characteristics described by the seller or manufacturer
  - orgoods
  - are fit for the purpose stated by the seller for their use or for which goods of this type are usually used,
  - the goods correspond in quality or design to the agreed sample or model, if the quality or design was determined according to the
  - agreed sample or model,
  - the goods are in the appropriate quantity, measure or weight and the

- goods comply with the requirements of the legislation.
2. The buyer is entitled to exercise the right to a defect that occurs in the consumer goods within twenty-four months of receipt.
  3. Where the goods sold, their packaging, instructions accompanying the goods or advertising in accordance with other legislation indicate the period during which the goods may be used, the provisions of the quality guarantee shall apply. As a guarantee of quality, the seller undertakes that the goods will be fit for normal use for a certain period of time or that they will retain their usual properties. If the buyer has rightly complained to the seller of the defect of the goods, the period for exercising the rights from the defective performance or the warranty period does not run for the period during which the buyer cannot use the defective goods.
  4. The provisions of the preceding paragraph of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which a lower price has been agreed, to wear and tear caused by its normal use, to used goods for a defect corresponding to the degree of use or wear the goods had when taken over by the buyer, or if it follows from the nature of the goods. The right of defective performance does not belong to the buyer, if he knew before taking over the goods that the goods were defective, or if the buyer himself caused the defect.
  5. In the event of a defect, the buyer may submit a complaint to the seller and request
    - an exchange for new goods,
    - repair of goods,
    - a reasonable discount on the purchase price,
    - withdrawal from the contract.
  6. The buyer has the right to withdraw from the contract
    - if the goods have a material defect,
    - if the item can not be used properly due to the recurrence of defects or defects after repair,
    - with a large number of defects of the goods.
  7. Substantial breach of contract is significant of which the breaching party already knew or should have known at the time the contract was concluded that the other party would not have entered into the contract if it had foreseen such breach.
  8. In the event of a defect that constitutes a minor breach of contract (regardless of whether the defect is remediable or irremediable), the buyer is entitled to have the defect remedied or a reasonable discount on the purchase price.
  9. If a remediable defect has occurred repeatedly after repair (usually a third claim for the same defect or a fourth for different defects) or the goods have a large number of defects (usually at least three defects at the same time), the buyer has the right to claim a discount on the purchase price, exchange or withdraw from the contract.
  10. When making a complaint, the buyer is obliged to inform the seller which law he has chosen. A change of option without the seller's consent is only possible if the buyer has requested a correction of the defect, which proves to be irremediable. If the buyer does not choose his right from a material breach of contract in time, he has the same rights as in the case of a minor breach of contract.
  11. If repair or exchange of goods is not possible, upon withdrawal from the contract, the buyer may demand a refund of the purchase price in full.
  12. If the seller proves that the buyer knew about the defect of the goods before taking over or caused it himself, the seller is not obliged to comply with the buyer's claim.
  13. The buyer cannot claim discounted goods for the reason for which the goods are discounted.
  14. The seller is obliged to accept the complaint in any establishment in which the acceptance of the complaint is possible, or in the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer about when the buyer exercised the right, what is the content of the complaint and what method of handling the buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of repair and duration, or written justification. rejection of the complaint.
  15. The seller or an employee authorized by him will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service required for a professional assessment of the defect. Complaints, including the elimination of defects, must be settled immediately, no later than 30 days from the date of the complaint, unless the seller agrees with the buyer on a longer period. The expiration of this period in vain is considered a material breach of contract and the buyer has the right to withdraw from the purchase contract. The moment of the buyer's will (the exercise of the right from defective performance) to the seller is considered to be the moment of the claim.
  16. The seller informs the buyer in writing about the result of the complaint.
  17. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the thing that the thing has a defect, or if the buyer caused the defect himself.

18. In the case of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the complaint. The buyer can exercise this right from the seller within one month after the expiration of the warranty period, otherwise the court does not have to grant it.
19. The buyer has the choice of the method of complaint.
20. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On Consumer Protection.

#### **VIII.**

##### **Delivery**

1. The Contracting Parties may deliver all written correspondence to each other by e-mail.
2. The buyer delivers correspondence to the seller to the e-mail address specified in these terms and conditions. The seller delivers correspondence to the buyer to the e-mail address specified in his customer account or in the order.

#### **IX.**

##### **Personal data**

1. All information provided by the buyer in cooperation with the seller is confidential and will be treated as such. If the buyer does not give the seller written permission, the seller will not use the buyer's data other than for the purpose of performance of the contract, except for e-mail addresses to which commercial communications may be sent, as this procedure is permitted by law unless explicitly rejected. These communications may only concern similar or related goods and may be unsubscribed at any time in a simple manner (by sending a letter, e-mail or by clicking on a link in the commercial communication).mail address will be kept for this purpose for a period of 3 years from the conclusion of the last contract between the contracting parties.
2. For more information about our privacy practices, go to the Privacy Policy available at:  
<https://shop.emanade.com/privacy-policy/>

#### **IX.**

##### **Out-of-court settlement of disputes**

1. The Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, internet address: <https://adr.coi.cz/cs> is responsible for out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase agreement.
2. European Consumer Center Czech Republic with its registered office at Štěpánská 567/15, 120 00 Prague 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 and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).
3. The seller is entitled to sell goods on the basis of a trade license. The trade license control is performed by the relevant trade licensing office within its competence. The Czech Trade Inspection Authority, to a limited extent, supervises compliance with Act No. 634/1992 Coll., On Consumer Protection.

#### **X.**

##### **Final provisions**

1. All agreements between the seller and the buyer are governed by the laws of the Czech Republic. If the relationship established by the purchase agreement contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights under generally binding legislation.
2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 par. e) of the Civil Code.
3. All rights to the seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or any part thereof without the consent of the seller.
4. The seller is not responsible for errors caused by third party interventions in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer may not use procedures that could adversely affect its operation and may not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store, or its parts or software in such a way that would be contrary to its purpose or purpose.

5. The buyer hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.
  6. The purchase contract, including business conditions, is archived by the seller in electronic form and is not accessible.
  7. The wording of the terms and conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
  8. A sample form for withdrawal from the contract is attached to the terms and conditions.
- These terms and conditions take effect on 22.2.2022.

# Withdrawal form

(fill in this form and send it back only if you want to withdraw from the contract. The form must be printed, signed and sent scanned to the e-mail address below, or inserted into the return shipment).

## Addressee

Internet shop: **shop.emanade.com**

Company: **Luboš Zbranek**

office: **Ohrada 1874, 755 01, Vsetín**

IČ / DIČ: **IČ: 76149897**

E-mail address: **mail@emanade.com**

Phone number: **+420 605 49 11**

**99**that I hereby withdraw from the contract for the purchase of these goods:

- **Date of receipt:**
- **Order number:**
- **Funds for the order will be returned by sending to the account:** account number:
- **Consumer name and surname:**
- **Consumer address:**
- **Email:**
- **Telephone:**

In \_\_\_\_\_, On \_\_\_\_\_

(signature )

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**Name and surname of the consumer:**