

# ***Business Terms and Conditions of [www.manufaktura.cz](http://www.manufaktura.cz)***

## **1. INTRODUCTORY PROVISIONS**

These business terms and conditions are valid for shopping at the [www.manufaktura.cz](http://www.manufaktura.cz) online store. The terms and conditions are in accordance with §1751 paragraph 1 of the Civil Code 89/2012 and they define the mutual rights and obligations of the contracting parties arising from or based upon a purchase agreement concluded between the Seller and a natural person via the internet shop [www.manufaktura.cz](http://www.manufaktura.cz) of the Seller. The internet shop [www.mnufaktura.cz](http://www.mnufaktura.cz) is run by Český národní podnik s.r.o., located at Melantrichova 17, 110 00 Praha 1, tax ID: 49 68 73 87, telephone number: 230 234 376, e-mail: [info@manufaktura.cz](mailto:info@manufaktura.cz).

1.2 These terms and conditions do not apply to cases where a person who intends to purchase goods from the Seller, is a legal person or another person ordering the goods within his business activity or profession.

1.3 The business relationship between the Seller and the Buyer who is not the end consumer are adjusted upon individually agreed conditions. It means that the Seller is entitled unilaterally to refuse to enter into the contract with the Buyer. The Seller informs the Buyer about this fact in writing by sending a message to his e-mail address specified in the order.

1.4. In the case of purchase from a person with a valid EU VAT, it is necessary to prove the VAT registration.

## **2. CONCLUDING THE PURCHASE AGREEMENT**

2.1 All the presentation published on the web interface of the [www.manufaktura.cz](http://www.manufaktura.cz) shop is of an informative nature and the Seller is not obliged to conclude a purchase agreement regarding these goods.

2.2 The order placed by the Buyer via the internet shop [www.manufaktura.cz](http://www.manufaktura.cz) or via a telephone call is a binding offer of the Buyer to conclude a purchase agreement with the Seller. The Seller, upon receipt of the order, immediately confirms the Buyer's acceptance of this order by sending an e-mail to the Buyer's e-mail address specified in the order. However, by this confirmation the Seller does not accept to conclude a purchase agreement with the Buyer.

2.3 The Buyer has the right to cancel the order, i.e. to withdraw from the offer to conclude a purchase agreement without any penalty until the moment the goods are dispatched. The Buyer is obliged to inform the Seller about the cancellation of the order via e-mail or telephone.

2.4 The contractual relationship originates by the Seller's acceptance of the Buyer's offer to conclude a purchase agreement. The acceptance means that the Sellers dispatches goods to the Buyer or that the Seller explicitly confirms acceptance of the offer via e-mail.

2.5 The prices for the goods and services (e.g. postage) specified on the web interface are in CZK including the relevant VAT in compliance with the legislation in force.

2.6 The Buyer agrees to the use of distance communication when concluding the purchase agreement. The costs incurred to the Buyer when using the means of distance communication in connection with concluding of the purchase agreement (the cost of internet access, telephone costs) are paid by the Buyer.

2.7 The purchase agreement is concluded in the Czech language. The Seller must store it in order to perform the obligation. The purchase agreement is not accessible to third parties.

### **3. PAYMENT TERMS**

3.1 The price of the goods and any costs associated with delivery of the goods under the purchase agreement can be paid by the Buyer to the Seller in the following ways:

- a) in cash on delivery at the place designated by the Buyer in the purchase order
- b) in cash in one of the Seller's store selected by the Buyer
- c) via a bank transfer to the Seller's account
- d) via PayU payment system

3.2 Along with the goods the Seller sends an invoice - a tax document - to the Buyer.

3.3. Receipt issued by the Seller under the Act on the registration of sales will be send to the customer by email. Message will be send to the email address provided during registration.

### **4. TRANSPORT AND DELIVERY OF THE GOODS**

4.1 The Buyer bears the costs associated with postage and packing of the goods. The Buyer selects the method of delivery when placing the order. These costs relate to the prices quoted on the internet shop [www.manufaktura.cz](http://www.manufaktura.cz).

4.2 If the Seller must under the conditions of the purchase agreement deliver the goods at the place designated in the order by the Buyer, the Buyer is obliged to accept the goods on delivery. When receiving 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 case the package is damaged, which would indicate an unauthorized intrusion into the package, the Buyer may refuse to accept the package from the carrier.

4.3 In case the goods are required to be delivered by any other means (e.g. delivered repeatedly) than what is specified in the order because of reasons on the Buyer's side, the Buyer is obliged to pay the costs associated with repeated delivery of the goods or the costs associated with other means of delivery.

### **5. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

5.1 The Buyer is entitled in accordance with §1829 paragraph 1 of the Civil Code to withdraw from the purchase agreement without giving any reasons within fourteen (14) days from

receipt of the goods. Withdrawal from the agreement must be delivered to the Seller within this period via e-mail to the Seller's e-mail address or in writing to the business address of the Seller. The Buyer can use also the Seller's withdrawal form annexed to the terms and conditions.

5.2 In case of a withdrawal, the purchase agreement is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days after the Buyer's withdrawal from the agreement. If the Buyer withdraws from the agreement, he bears the costs associated with the return of the goods (e.g. transport) even in the case when the goods can not be returned via common mail system due to their nature.

5.3 In case of a withdrawal from the agreement the Seller returns the purchase price to the Buyer within fourteen (14) days after receipt of the withdrawal from the Buyer. The Seller returns the money to the Buyer by the same payment method that the Buyer used, unless the Buyer and the Seller agree on another method that does not create additional costs to the Buyer. The Seller is not obliged to refund the purchase price to the Buyer before receipt of the returned goods or before the Buyer proves sending the goods to the Seller.

5.4 The Buyer is entitled in accordance with §1832 of the Civil Code to reclaim the funds associated with delivery of the goods (postage) when purchasing the goods (but not when returning them). However, this claim refers only to the amount of the cheapest delivery method offered by the Seller (even when the Buyer selected a more expensive method of delivery). Personal pickup is not considered as such a method of delivery.

5.5 The Buyer acknowledges that in accordance with § 1837 of the Civil Code, among other things, he cannot withdraw from the agreement.

- a) for the supply of goods which have been adapted to the wishes of the Buyer or his person (tailor-made production)
- b) for the supply of goods which are subject to rapid deterioration, as well as goods that after delivery irreversibly mixed with other goods
- c) for the supply of sealed goods which the consumer has removed from its packaging and it is not possible to return the goods for hygienic reasons
- d) for the supply of audio or video recordings or computer programmes, if the Buyer damaged their original packaging.

5.6 The Buyer acknowledges that if the goods returned by the Buyer are damaged, worn or partially consumed, the Seller is entitled to the incurred damage reimbursement from the Buyer. The Seller may unilaterally set off a claim against the Buyer's right to a refund of the purchase price.

5.7 If the Buyer is along with the goods given a gift, the gift agreement between the Seller and the Buyer is concluded with a resolutive condition that in case of a withdrawal from the purchase agreement, the deed of the gift is voided and the Buyer is required to return the provided gift to the Seller along with the goods.

5.8 Pending receipt of the goods by the Buyer, the Seller may at any time withdraw from the agreement. In this case, the Seller informs the Buyer about this fact via e-mail specified in the order and the Seller returns the purchase price to the Buyer without any delay.

## **6. RIGHTS RESULTING FROM DEFECTIVE PERFORMANCE**

6.1 The Seller is responsible to the Buyer that the goods on delivery have no defects and that at the time of receipt:

- a) the goods have the properties which the parties agreed on, and if such an agreement is absent, the goods have the properties which the Seller or the manufacturer describe or the Buyer expects considering the nature of the goods and the advertising published about them
- b) the goods is suitable for the purpose presented by the Seller, or for which it is usually used
- c) the quality or design of the goods correspond to the agreed sample or model, provided that the design was determined upon the agreed sample or model
- d) the goods are delivered in the required amount, scope or quality
- e) the goods comply with the legal requirements.

6.2 The provisions described in 6.1 of these terms and conditions do not apply to goods sold at a reduced price due to a defect for which the reduced price was agreed, to wear and tear caused by usual use of the goods, to used goods with a defect corresponding to the wear and tear of the goods at the moment of takeover by the Buyer, or if a defect occurs due to the nature of the goods.

6.3 The Buyer is entitled to exercise the rights arising from defective performance in case the goods are defective at the moment of takeover by the Buyer. If a defect arises within six (6) months from the date of receipt of the item, the goods are deemed defective at the time of takeover.

6.4 If the defective performance presents a breach of the agreement, the Buyer has the right:

- a) to demand delivery of a new item without defect or delivery of the missing parts
- b) to demand repair of the defect of the item
- c) to request a reasonable discount from the price
- d) to withdraw from the agreement

6.5 The Buyer informs the Seller about the right he selects at the time when he announces the defect, or without undue delay, after the announcement of the defect. The Buyer cannot change his choice without the Seller's consent.

6.6 The Buyer exercises his rights arising from defective performance at the Seller's premises located at Český národní podnik s.r.o., Nábřeží 90/4, 150 00 Praha 5 - Smíchov.

6.7 The moment of filing a claim is considered to be the moment when the Seller receives the returned goods from the Buyer.

6.8 Extrajudicial handling of consumer complaints is provided by the Seller through the e-mail address [info@manufakura.cz](mailto:info@manufakura.cz). The Seller sends the information about the Buyer's complaint to the Buyer's e-mail address.

## **7. PRIVACY**

7.1 The Seller undertakes to process the personal data of the Buyer in accordance with Act No. 101/2000 about personal data protection. Except for persons transporting the goods, who have access only to the data indispensable for delivery of the goods to the Buyer, the personal data serves solely for the Seller's needs and it is not given to third parties.

7.2 The Buyer has the right to ask the Seller to change or to delete his personal data from the Seller's database at anytime.

7.3 The personal data is processed for an indefinite period. These terms and conditions enter into force on March 1, 2017.