

Terms and Conditions

for the sale of goods through an online store located at the Internet address

www.boemia-moldavite.cz

STAVITELSTVÍ CB s.r.o.

ID: 09917039

VAT number: CZ09917039

With registered office: U Pily 591, 370 01 České Budějovice

Opening hours: Monday - Friday: 7:30 - 18:00

Phone: +420 777 883 653

E-mail: info@stavitelstvicb.cz

Registered in the commercial register by the Regional Court in ČB, section C, insert 30727/KSCB

1. Introductory Provisions

1.1. These terms and conditions (hereinafter referred to as "terms and conditions") of the trading company Stavitelství CB s.r.o., with registered office at U Pily 591, 370 01 České Budějovice, ID number: 09917039, Registered in the commercial register by the Regional Court in ČB, section C, insert 30727 (hereinafter referred to as "the seller") regulate, in accordance with the provisions of § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as "purchase contract") concluded between the seller and another natural person (hereinafter referred to as the "buyer") through the seller's online store. The online store is operated by the seller on a website located at the internet address www.boemia-moldavite.cz (hereinafter referred to as the "website"), through the website interface (hereinafter referred to as the "store web interface").

1.2. The terms and conditions do not apply to cases where the person who intends to purchase goods from the seller is a legal entity or a person who, when ordering goods, acts as part of his business activity or as part of his independent profession.

1.3. Provisions deviating from the terms and conditions can be negotiated in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.

1.4. The terms and conditions are an integral part of the purchase contract. The purchase contract and terms and conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.

1.5. 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 effective period of the previous version of the terms and conditions.

2. User account

2.1. Based on the buyer's registration on the website, the buyer can access its user interface. The buyer can order goods from his user interface (hereinafter referred to as "user account"). If the web

interface of the store allows it, the buyer can also order goods without registration directly from the web interface of the store.

2.2. When registering on the website and when ordering goods, the buyer is obliged to enter all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in case of any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

2.3. Access to the user account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.

2.4. The buyer is not authorized to allow the use of the user account by third parties.

2.5. The seller can cancel the user account, especially if the buyer does not use his user account for more than 1 year, or if the buyer violates his obligations under the purchase contract (including the terms and conditions).

2.6. The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

3. Conclusion of the purchase contract

3.1. All the presentation of goods placed in the web interface of the store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of §1732 paragraph 2 of the Civil Code shall not apply.

3.2. The web interface of the store contains information about the goods, including the prices of the individual goods and the costs for returning the goods, if these goods cannot by their nature be returned by the usual postal route. The prices of goods are listed including value added tax and all related fees. The prices of goods remain valid for the time they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract under individually agreed conditions.

3.3. The web interface of the store also contains information about the costs associated with the packaging and delivery of the goods. The information on the costs associated with the packaging and delivery of the goods listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic.

3.4. To order goods, the buyer fills out the order form in the web interface of the store. The order form mainly contains information about:

3.5. the ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the store's web interface), the method of payment of the purchase price of the goods, data on the required method of delivery of the ordered goods and information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "order").

3.6. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer entered in the order, also taking into account the possibility of the buyer to detect and correct errors that occurred when entering data into the order. The buyer sends the order to the seller by clicking the button in the last step of the order process "Send order". The data listed in the order they are deemed correct by the seller. Immediately after receiving the order, the seller will

confirm this receipt to the buyer by e-mail, to the buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "buyer's e-mail address").

3.7. The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), to ask the buyer for additional confirmation of the order (for example, in writing or by phone).

3.8. The contractual relationship between the seller and the buyer is established by the delivery of the order confirmation (acceptance) to the buyer's e-mail address.

3.9. The buyer agrees to use remote means of communication when concluding the purchase contract. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of Internet connection, costs of telephone calls) are paid by the buyer himself, and these costs do not differ from the basic rate.

3.10. Photographs, images or graphic presentations of products are only of an illustrative nature, unless explicitly stated otherwise on the product card or website.

3.11. The seller reserves the right to cancel the order due to the unavailability of the ordered goods, non-payment of the order upon payment before delivery, prevention of further damages, or detection of possible fraudulent behavior by the buyer, or abuse or circumvention of the seller's system.

3.12. The seller is entitled to withdraw from the contract at any time before the delivery of the goods, if he is objectively unable to deliver the goods to the buyer within a period appropriate to the circumstances, due to force majeure, if he is unable to guarantee proper safe delivery or insurance of a shipment of high value or weight, and/or if it becomes apparent, that the buyer has violated the previously concluded contract with the seller. At the same time, the seller warns the buyer that the contract is not concluded if there are legitimate doubts about the real identity of the buyer, the data provided by him or in the case of obvious errors in the information about the goods or the price.

4. Price of goods and terms of payment

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

4.2. by cashless transfer:

4.2.1. to the seller's Czech CZK account No. XXXXX, held at XXXXX. (hereinafter referred to as "seller's account");

4.2.2. cashless via the Go Pay payment system;

4.3. Along with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

4.4. The seller does not require a deposit or other similar payment from the buyer. This does not affect the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.5. In the case of non-cash payment, the purchase price is payable within 24 hours from the conclusion of the purchase contract.

4.6. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol. 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 account.

4.7. The seller is entitled, especially if the buyer does not provide additional confirmation of the order (Article 3.6), to demand payment of the entire purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1 of the Civil Code shall not apply.

4.8. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.

4.9. If it is customary in business dealings or if it is stipulated by generally binding legal regulations, the seller will issue a tax document - an invoice - to the buyer regarding payments made on the basis of the purchase contract. The seller is the payer of value added tax. Tax document - the invoice is issued by the seller to the buyer.

5. Withdrawal from the purchase contract

5.1. The buyer acknowledges that, according to the provisions of § 1837 of the Civil Code, it is not possible, among other things, to withdraw from the purchase contract for the supply of goods that was modified according to the wishes of the buyer or for his person, from the purchase contract for the supply of goods that are subject to rapid deterioration, as well as goods, which was irretrievably mixed with other goods after delivery, from the purchase contract for the supply of goods in closed packaging, which the consumer removed from the packaging and cannot be returned for hygienic reasons, and from the purchase contract for the supply of an audio or video recording or a computer program, if he violated their original packaging.

5.2. If it is not a case mentioned in Article 5.1 or another case where it is not possible to withdraw from the purchase contract, the buyer has the right to withdraw from the purchase contract within fourteen (14) days in accordance with the provisions of § 1829, paragraph 1 of the Civil Code from the acceptance of the goods, while in the case that the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the day of acceptance of the last delivery of the goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer can use the sample form provided by the seller, which forms an appendix to the terms and conditions. Withdrawal from the purchase contract can be sent by the buyer to the seller's e-mail address.

5.3. In case of withdrawal from the purchase contract according to Article 5.2 of the terms and conditions, the purchase contract is canceled from the beginning. The goods must be returned to the seller within fourteen (14) days of withdrawal from the contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.

5.4. In the case of withdrawal from the contract according to Article 5.2 of the terms and conditions, the seller will return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract by the buyer, in the same way as the seller received them from the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.

5.5. The seller is entitled to unilaterally offset the claim for payment of damage caused to the goods against the buyer's claim for a refund of the purchase price.

5.6. In cases where the buyer has the right to withdraw from the purchase contract in accordance with § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time, up until the time the goods are taken over by the buyer. In such a case, the seller will return the purchase price to the buyer without undue delay, without cash to the account designated by the buyer.

5.7. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the severance condition that if the buyer withdraws from the purchase contract, the gift contract regarding such a gift ceases to be effective and the buyer is obliged to return the goods to the seller together with gift given.

5.8. When returning the goods to the seller within 14 days, the consumer bears all the costs associated with this return of the goods in accordance with the provisions of § 1820 paragraph 1 letter G).

6. CLAIMS AND DISPUTE RESOLUTION COSTS

6.1. If the complaint is recognized as justified, the buyer has the right to reimbursement of the costs incurred in connection with the exercise of his right.

6.2. In the event that the seller rejects the claim as unjustified, the buyer, or by agreement with the seller, both parties, can turn to a forensic expert in the field and request the processing of an independent expert assessment of the defect.

6.3. If no agreement is reached between the buyer and the seller, the buyer can turn to the existing systems of out-of-court resolution of consumer disputes, or to the relevant court.

6.4. The out-of-court settlement of consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 00020869, internet address: <http://www.coi.cz>.

7. Transport and delivery of goods

7.1. In the event that 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.

7.2. If, according to the purchase contract, the seller is obliged 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.

7.3. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.

7.4. When taking over the goods from the transporter, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the transporter immediately. In the event of a violation of the packaging indicating an unauthorized intrusion into the shipment, the buyer does not have to accept the shipment from the carrier.

7.5. Additional rights and obligations of the parties during the transportation of goods may be regulated by the seller's special delivery conditions, if issued by the seller.

7.6. After receiving the shipment, the buyer will keep the packaging, any waste or anti-impact filling of the shipment, or dispose of it in an ecological manner at his expense and/or reuse it, or send it back to the seller at his expense for further use or disposal.

8. Rights from defective performance

8.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).

8.2. The 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 properties agreed upon by the parties and, in the absence of an agreement, they have the properties that the seller or manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,

the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used,

the quality or design of the goods corresponds to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,

is the goods in the corresponding quantity, measure or weight and

the goods comply with the requirements of legal regulations.

8.3. The provisions set out in Article 7.2 of the terms and conditions do not apply to goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its usual use, in the case of used goods to a defect corresponding to the degree of use or wear that the goods had at the time of receipt by the buyer, or if it follows from the nature of the goods.

8.4. Rights from defective performance are exercised by the buyer at the seller's address for returning the goods, see Purchase contract withdrawal form below. The moment when the seller receives the claimed goods from the buyer is considered to be the moment of application of the complaint.

8.5. Additional rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure.

8.6. Rights from defective performance cannot be transferred to third parties

9. Other rights and obligations of the contracting parties

9.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

9.2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

9.3. Out-of-court handling of consumer complaints is provided by the seller via the electronic address info@bohemia-moldavite.cz. The seller will send information about handling the buyer's complaint to the buyer's email address.

9.4. The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 of May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

9.5. The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection, to a defined extent, supervises, among other things, compliance with Act No. 634/1992 Coll., on consumer protection, as amended.

9.6. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765, paragraph 2 of the Civil Code.

10. Privacy and security

10.1. The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended, and Regulation (EU) 2016/679 of the European Parliament and Council. We have developed a personal data protection policy for the processing of personal data.

10.2. In order to conclude the contract, the buyer provides the following necessary information to the seller: name and surname, residential address, identification number, tax identification number, e-mail address, IP address, telephone number and guarantees their correctness.

10.3. The buyer agrees to the processing of data by the seller, for the purposes of realizing the rights and obligations from the purchase contract and for the purposes of maintaining a user account. If the buyer does not choose another option, he agrees to the processing of personal data by the seller also for the purpose of sending information and commercial messages to the buyer. Consent to the processing of personal data in its entirety according to this article is not a condition that would in itself make it impossible to conclude a purchase contract.

10.4. The buyer acknowledges that he is obliged to provide his personal data correctly and truthfully (when registering, in his user account, when ordering from the store's web interface) and that he is obliged to inform the seller without undue delay of a change in his personal data.

10.5. The seller can entrust the processing of the buyer's personal data to a third party as a processor according to the principles of personal data protection.

10.6. Personal data will be processed for the period necessary to exercise the rights and obligations arising from the contractual relationship between you and the controller and the exercise of claims from these contractual relationships (for a period of 15 years from the termination of the contractual relationship) or for the period until the consent to the processing of personal data is revoked for marketing purposes, no longer than 15 years, if personal data is processed on the basis of consent. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

10.7. The buyer confirms that the personal data provided is accurate and that he has been informed that this is a voluntary provision of personal data.

10.8. For the purpose of preventing criminal activity and minimizing damages, we reserve the right to refuse the Buyer's order created from a blocked IP or email address, if this address is on the so-called blacklist. In case of problems with the order, the Buyer can contact us using the contact form.

10.9. We reserve the right to use anonymized data about the activity of web application users to improve our services.

11. SENDING COMMERCIAL MESSAGES AND STORING COOKIES

11.1. The buyer agrees to the storage of so-called cookies on his computer. In the event that it is possible to make a purchase on the website and to fulfill the seller's obligations from the purchase contract without so-called cookies being stored on the buyer's computer, the buyer can revoke the consent according to the previous sentence at any time.

12. Final Provisions

12.1. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect consumer rights arising from generally binding legal regulations.

12.2. If any provision of the terms and conditions is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

12.3. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

12.4. The annex to the terms and conditions consists of a sample form for withdrawing from the purchase contract.

12.5. Contact details of the seller:

Company headquarters: U Pily 591, 370 01 České Budějovice, e-mail address e-mail
info@stavitelstvicb.cz, telephone: +420 777 883 653

12.6. These terms and conditions, including their parts, are valid and effective from 1/11/2022 and cancel the previous wording of the terms and conditions, including their parts, while they are available at the seller's headquarters and premises or electronically at www.bohemia-moldavite.cz.

In České Budějovice on 11/13/2022

Contract withdrawal form

(complete this form and send it back only if you wish to withdraw from the contract. The form must be printed, signed and sent scanned to the email address below, or included in the return shipment).

Recipient (not the same as the return address)

Online store: www.bohemia-moldavite.cz

Company: Stavitelství CB s.r.o.

With registered office: U Pily 591, 370 01 České Budějovice

ID/TIN: 09917039/ CZ09917039

E-mail address: info@stavitelstvicb.cz

Return address:

Kijevska 46

370 01 Ceske Budejovice

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

Date of order:

Order Number:

Funds for the goods were sent and will be returned in the following manner (in case of transfer to an account, please send the account number):

Name and surname of the consumer:

Consumer address:

E-mail:

Phone:

At (fill in the space here), On (fill in the date here)

(signature)

First and last name of the consumer

