

## **TERMS AND CONDITIONS**

of the company Korálky.cz s.r.o.

Registered seat: Třebostická 564/9, Praha 10, 100 00, Czech Republic

Identification number: 24260452

Registration number at The Office for Personal Data Protection: 00055594

Registered in the Commercial Register of the Municipal Court in Prague, Section C, File 198378

for the sale of goods through its on-line shop at the internet address [www.dobeado.com](http://www.dobeado.com)

### **1. PRELIMINARY PROVISIONS**

- 1.1. Those Terms and Conditions (hereinafter only as the "**Terms and Conditions**") of the company Korálky.cz, registered seat Třebostická 564/9, Praha 10, 100 00, Czech republic, identification number: 24260452, VAT number: CZ24260452, registered in the Commercial Register of the Municipal Court in Prague, Section C, File 198378 (hereinafter only as the "**Seller**") are governing mutual rights and duties of contract parties originated in connection or based on particular purchase contract (hereinafter only as the "**Purchase Contract**") concluded between the Seller and other natural persons (hereinafter only as the "**Buyer**") through the Seller's e-shop in compliance with the provision § 1751, par. 1 of the Act no. 89/2012 Coll., Civil Code, as amended (hereinafter only as the "**Civil Code**"). The e-shop is run by the Seller on the web page which can be found at the internet address [www.dobeado.com](http://www.dobeado.com) (hereinafter only as the "**Website**") through the interface of the Website (hereinafter only as the "**Web interface of the e-shop**").
- 1.2. Provisions different from the Terms and Conditions can be negotiated in the Purchase Contract. Different provisions included in the Purchase Contract take precedence over provisions of those Terms and Conditions.
- 1.3. Provisions of the Terms and Conditions form the integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are executed in Czech. The Purchase Contract can be concluded in Czech or English.
- 1.4. The relations between the Seller and the Buyer are governed by the Czech law
- 1.5. Text of the Terms and Conditions can be modified or amended by the Seller. This provision shall not affect rights and duties associated with the previous text of the Terms and Conditions.

### **2. USER ACCOUNT**

- 2.1. Based on the Buyer's registration performed on the Website the Buyer can access their user interface. From their user interface the Buyer can undertake the ordering of goods (hereinafter only as the "**User Account**"). If the Web interface of the e-shop allows it then the Buyer can undertake the ordering of goods even without their direct registration from the Web interface of the e-shop.
- 2.2. During registration on the Website and during the ordering of goods the Buyer shall state all their information correctly and truthfully. The Buyer shall update all their information included in the User Account if there is any modification. Information included in the Buyer's account and during the ordering of goods are considered to be true.

- 2.3. Access to the User Account is protected by a username and password. The Buyer shall maintain confidentiality about such information necessary for access to their User Account.
- 2.4. The Buyer does not have the right to grant any third person access to their User Account.
- 2.5. The Seller can cancel any User Account and especially in the case when the Buyer is not using their User Account for more than 2 years or if the Buyer violates their duties arising from a particular Purchase Contract (including those Terms and Conditions).
- 2.6. The Buyer acknowledges that its User Account does not have to be available at all times, especially with regard to the necessary maintenance of the Seller's hardware and software or hardware and software of third persons.

### 3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. Presentation of goods placed on the Web interface of the e-shop is only informative and the Seller is not obliged to conclude the Purchase Contract regarding such goods. The provision § 1732, par. 2 of the Civil Code shall not be used.
- 3.2. The Web interface of the e-shop contains information about goods including prices. Prices of offered goods and services are provided inclusive of value added tax and all related fees. Prices of goods are valid for the time period when they are displayed on the Web interface of the e-shop. This provision shall not restrict Seller's right to conclude the Purchase Contract according to individually agreed terms.
- 3.3. The Web interface of the e-shop also contains information about expenses connected with the packing and delivery of goods. Information about expenses connected with the packing and delivery of goods mentioned on the Web interface of the e-shop are valid only if particular goods are delivered within the Czech Republic.
- 3.4. For the ordering of goods the Buyer shall fill in the order form on the Web interface of the e-shop. This order form contains information especially about:
  - 3.4.1. ordered goods (ordered goods shall be "put" into the electronic shopping basket on the Web interface of the e-shop by the Buyer),
  - 3.4.2. type of payment of the purchase price, information about requested type of delivery,
  - 3.4.3. information about expenses connected with the delivery of goods (hereinafter together only as the "**Order**").
- 3.5. Before the Order is sent to the Seller the Buyer can check and modify information which it has placed into the Order with regard to the Buyer's possibility to discover and modify errors connected with the completion of particular Order. The Order shall be sent by the Buyer to the Seller using the button "Complete Order". Information included in the Order is considered to be correct. The Seller shall notify the Buyer about its receipt of the Order via the e-mail which the Buyer has listed in its User Interface or Order (hereinafter only as the "**Buyer's electronic address**").
- 3.6. The Seller has the right to request an additional confirmation of the Order from the Buyer (e.g. in a written form or by phone) depending on the type of a particular Order (amount of goods, purchase price, expected transport expenses).

- 3.7. The contractual relationship between the Seller and the Buyer shall be valid from the confirmation of the acceptance of the Order being delivered; such confirmation shall be sent by the Seller to Buyer's electronic address.
- 3.8. The Buyer agrees with the fact that a means of distant communication will be used for the conclusion of each Purchase Contract. The Buyer's expenses connected with the use of the means of distant communication in connection with the conclusion of the Purchase Contract (expenses for its internet connection, phone calls) shall be paid for by the Buyer themselves and that such expenses are not different from the basic rate.

#### 4. PRICE FOR GOODS AND PAYMENT TERMS

- 4.1. Price of goods and possible expenses connected with the delivery of goods in compliance with the Purchase Contract can be paid by the Buyer to the Seller either:

in cash at Seller's places of business at the addresses:

Vinohradská 76, Praha 3, 130 00, Czech Republic

Milady Horákové 58, Praha 7, 170 00, Czech Republic

Lidická 40, Praha 5, 150 00, Czech Republic

Veveří 13, Brno, 602 00, Czech Republic

by debit or credit card via secured payment systems GoPay or PayPal

- 4.2. Together with the purchase price the Buyer shall also pay expenses connected with the packing and delivery of goods of the agreed amount to the Seller. If it is not explicitly stated otherwise, then the purchase price is considered to be the purchase price and expenses connected with the delivery of the goods.
- 4.3. The Seller does not require a deposit or any other similar payment from the Buyer. This does not affect the provision of Article 4.6 of those Terms and Conditions about duty to pay the purchase price for goods in advance.
- 4.4. If the purchase price is paid in cash or by cash on delivery, then the purchase price is due when the goods are received.
- 4.5. If the purchase price is paid via bank transfer, then the Buyer shall pay the purchase price together with the provision of the variable symbol of the particular payment. If the purchase price is paid via bank transfer, then the Buyer's obligation to pay the purchase price is fulfilled when the particular amount is credited to Seller's account.
- 4.6. The Seller has the right to demand payment of the whole purchase price before the goods are dispatched to the Buyer and especially in the case where the Buyer has not additionally confirmed their Order (Article 3.6). The provision § 2119, par. 1 of the Civil Code shall not be used.
- 4.7. Possible discounts from the purchase price provided by the Seller to the Buyer cannot be mutually

combined.

- 4.8. Purchased gift (discount) voucher entitles its owner to a discount from the order price in the amount stated on the voucher.
- 4.9. If it is usual in the business relations or if it is established by generally applicable laws, then the Seller shall issue the tax document (invoice) regarding payments performed in compliance with the Purchase Contract to the Buyer. The Seller is a payer of value added tax. A tax document (invoice) shall be issued by the Seller to the Buyer after the purchase price is paid and it shall be sent to the Buyer's electronic address.
- 4.10. The Buyer has the right to cancel their Order without giving any reason and without the cancellation fee, if the Order has not been already dispatched.
- 4.11. Cancellation of the Order shall be sent to the e-mail address [info@dobeado.com](mailto:info@dobeado.com) by the Buyer. The Seller can accept the cancellation of the Order even by phone, but such cancellation shall be subsequently confirmed as aforementioned. When cancelling the Order the Buyer shall mention the order number, their full name and contact information. When the Order is cancelled by the Seller, the Buyer will receive an e-mail confirmation.

## 5. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 5.1. The Buyer acknowledges that in compliance with the provision § 1837 of the Civil Code it is not possible to withdraw from the Purchase Contract on delivery of goods which have been modified according to the Buyer's wish or for its person and from the Purchase Contract on delivery of goods which has been irretrievably mixed with other goods after its delivery.
- 5.2. If it is not the case mentioned in Article 5.1 or another case when it is not possible to withdraw from the Purchase Contract, then the Buyer has the right to withdraw from the Purchase Contract within fourteen (14) days since the receipt of such goods in compliance with the provision § 1829, par. 1 of the Civil Code and if there are several kinds of goods or the delivery of several parts in the Purchase Contract, then such a period begins when the last delivery of goods is taken over. Withdrawal from the Purchase Contract shall be sent to the Seller within the aforementioned time period. The Buyer can send their withdrawal from the Purchase Contract to the Seller's address – Korálky.cz s.r.o., Třebohostická 564/9, Praha 10, 100 00, Czech Republic, or to the Seller's electronic mail address – [info@dobeado.com](mailto:info@dobeado.com). The form for the withdrawal from a particular contract is available on the website.
- 5.3. In the case when there is a withdrawal from the Purchase Contract according to Article 5.2 of those Terms and Conditions the Purchase Contract shall be cancelled from the beginning. Goods shall be returned to the Seller within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract. Expenses connected with the returning of goods to the Seller shall be paid by the Buyer even if such goods cannot be returned via common mail due to their nature.
- 5.4. In the case when there is a withdrawal from the Purchase Contract according to the Article 5.2 of those Terms and Conditions the Seller shall return monies received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Contract in the same way as it was accepted by the Seller from the Buyer. The Seller also has the right to return accepted monies to the Buyer even using different means if the Buyer agrees with such a procedure and there will not be any

additional expenses. In the case when there is a Buyer's withdrawal from the Purchase Contract the Seller is not obliged to return accepted monies to the Buyer unless the goods are returned by the Buyer or unless the Buyer proves that they have sent goods to them.

- 5.5. In compliance with the provision § 1832 of the Civil Code the Buyer has the right to demand the return of monies connected with the transport of goods (postage) when it was purchased (not when it was returned). But this claim is only of the amount of the cheapest option offered by the Seller (even in the case where the Buyer selected a more expensive option during their Order), but personal receipt cannot be considered as this type of delivery.
- 5.6. The Seller has the right to unilaterally offset the claim for the compensation of damages of goods against the Buyer's claim for the refund of the purchase price.
- 5.7. Before the goods are received by the Buyer the Seller has the right to withdraw from the Purchase Contract at any time. In such case the Seller shall refund the purchase price to the Buyer without undue delay and via transfer to the bank account defined by the Buyer.
- 5.8. If the Buyer receives a present together with goods, then such deed of a gift between the Seller and the Buyer is concluded with the resolute condition that if there will be a withdrawal from the Purchase Contract, then such deed of a gift about such present will cease to exist and the Buyer shall return the sent gift together with the goods.

## **6. TRANSPORT AND DELIVERY OF GOODS**

- 6.1. In the case when the type of transport is negotiated based on a Buyer's special request, then the Buyer shall bear the risk and possible additional expenses connected with such type of transport.
- 6.2. If the Seller is obliged to deliver the goods to the place defined by the Buyer in their Order in compliance with the Purchase Contract, then the Buyer is obliged to take receipt of such goods on delivery.
- 6.3. If the goods have to be delivered repeatedly or via other means due to the Buyer's reasons, then the Buyer shall pay expenses connected with such repeated delivery or expenses connected with other types of delivery.
- 6.4. When the goods are being received from a carrier the Buyer shall check to see whether the packaging is not damaged and if there are any defects, then the Buyer shall notify the particular carrier immediately. If it is discovered that the wrapper is damaged and that there was any unauthorized opening of such delivery, then the Buyer does not have to take receipt of such a delivery from the carrier.
- 6.5. Other rights and duties of the contract parties during the transport of goods can be modified by Seller's special delivery terms if they are issued by the Seller.

## **7. RIGHTS ARISING FROM A DEFECTIVE PERFORMANCE**

- 7.1. Rights and duties of the contract parties with regard to rights arising from a defective performance shall be governed by relevant, generally applicable laws (especially provisions § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code).

- 7.2. The Seller is liable to the Buyer that the goods will not be defective when they are received. The Seller is especially liable to the Buyer that the goods when received:
- 7.2.1. have qualities which have been negotiated by the contract parties and if there are not such agreements that it has such qualities which have been described by the Seller or particular manufactures or which are expected by the Buyer with regard to the nature of the goods and based on its advertisements,
  - 7.2.2. that the goods are suitable for the purpose which is declared by the Seller or which is common for these kinds of goods,
  - 7.2.3. goods fit to an agreed sample or draft by its quality of execution if quality or execution has been defined according to an agreed sample or draft,
  - 7.2.4. goods are of a matching amount, measure or weight and
  - 7.2.5. goods are in compliance with the law.
- 7.3. If there is a defect within six months from when the goods were received, then it is considered that such goods were defective when they were received.
- 7.4. Rights arising from a defective performance shall be executed by the Buyer by the filling out of the complaints sheet which is available at the website ([pdf file](#), [doc file](#)) and its sending to the address of the Seller's company registered seat or via e-mail to the address [info@dobeado.com](mailto:info@dobeado.com). Such claims shall include the Order number, description of defects and possible documentation (e.g. photos). The moment when the Seller has received the returned goods from the Buyer is considered to be the moment of submission of such a complaint.
- 7.5. After receipt of the returned goods the Seller shall send confirmation about the acceptance of the Buyer's complaint within 3 days from the submission of such a complaint. Confirmation about the commencement of a complaint procedure shall be sent to the Buyer's email address that was included in their Order.
- 7.6. The Buyer shall prove that they have purchased goods from the Seller and that their right is executed within the proper period. The Seller does not have to accept the Buyer's complaint unless those facts are proven.
- 7.7. Rights arising from a defective performance do not cover wear and tear of goods caused by their usual use or defects of goods caused by the Buyer or if the Buyer has known about such defects.
- 7.8. If the complaint is approved by the Seller the Buyer has the right to demand:
- 7.8.1. delivery of new goods or its part,
  - 7.8.2. withdrawal from the contract,
  - 7.8.3. removal of defects, or
  - 7.8.4. discount from the purchase price,

and only the Buyer has the right to choose their claim.

- 7.9. In the case when the complaint is approved by the Seller then the Seller shall pay the minimum expenses connected with the sending of goods back. If the Buyer will not select the cheapest option of a standard delivery of goods offered by the Seller in compliance with the provision § 1832, par. 2 of the Civil Code then only the expenses corresponding with the cheapest option of a standard delivery of goods offered by the Seller shall be returned to the Buyer. In the case when the complaint is unjustified then the Buyer does not have the right for the compensation of their expenses connected with the complaint and at the same time the Seller does not have the right for the compensation of their expenses.
- 7.10. The time period for the processing of a complaint is suspended when the Seller has not received all documents necessary for the processing of the complaint (parts of goods, other documents). The Seller shall request completion of documents from the Buyer as soon as possible. Such a time period shall be suspended from this date until requested documents are delivered by the Buyer.
- 7.11. The Seller shall notify the Buyer about the processing of the complaint within 30 calendar days via the e-mail address included in the Order.
- 7.12. Other rights and duties of the contract parties connected with the Seller's liability for defects can be modified using the Seller's Complaint Procedure.

## **8. OTHER RIGHTS AND DUTIES OF THE CONTRACT PARTIES**

- 8.1. The Buyer shall acquire the ownership right for goods when the full purchase price is paid.
- 8.2. The Seller is not obliged by any codes of conduct according to the provision § 1826, par. 1, letter e) of the Civil Code in relation to the Buyer.
- 8.3. Extrajudicial settlements of the consumer's complaints are ensured by the Buyer via the electronic address [info@dobeado.com](mailto:info@dobeado.com). Information about the settlement of the Buyer's complaint shall be sent to the Buyer's electronic address by the Seller.
- 8.4. The Seller has the right to sell goods based on their trade license. Trade supervision is performed by the Trade Office within its authority. Supervision over the area of personal data protection is performed by the Office for Personal Data Protection. Czech Trade Inspection Authority performs within the given scope supervision over the compliance with the Act no. 634/1992 Coll., on consumer's protection, as amended.
- 8.5. The Buyer is responsible for the change of circumstances within the meaning of the provision § 1765, par. 2 of the Civil Code.
- 8.6. According to the Czech law about online sales reporting No. 112/2016, we are obliged to issue you a specific receipt and register the sale online at the Czech tax administrator. Wording of the obligation in the Czech language is as follows: Podle zákona o evidenci tržeb je prodávající povinen vystavit kupujícímu účtenku. Zároveň je povinen zaevidovat přijatou tržbu u správce daně online; v případě technického výpadku pak nejpozději do 48 hodin.

## **9. PERSONAL DATA PROTECTION**

- 9.1. Protection of the personal data of the Buyer who is a natural person is provided by the Act no.

101/2000 Coll., on personal data protection, as amended.

- 9.2. The Buyer agrees with processing of those personal data: first name and surname, address of their residence, name of the company, identification number, VAT number, electronic address, phone number (hereinafter together only as the "**Personal Data**").
- 9.3. The Buyer agrees that the Seller will process their Personal Data for the purpose of the realization of rights and duties arising from the Purchase Contract and for the administration of the User Account. If the Buyer does not select another option, then they also agree with the processing of the Personal Data for the purpose of the sending of information and business notifications by the Seller to the Buyer. Consent with the processing of the Personal Data in the full scope of this article is not itself the condition which could thwart conclusion of the Purchase Contract.
- 9.4. The Buyer acknowledges that they are obliged to provide their Personal Data correctly and truthfully (during registration, in their User Account, in any Order via the Web interface of the e-shop) and that they are obliged to inform the Seller about any change of their Personal Data without undue delay.
- 9.5. The Seller has the right to appoint any third person as the processor of the Buyer's personal data. The Buyer's personal data shall not be transferred to any third person without the Buyer's prior consent with the exception of persons responsible for the transport of the goods.
- 9.6. Personal Data shall be processed for an indefinite period of time. Personal Data shall be processed electronically and automatically or manually on a printed form.
- 9.7. The Buyer confirms that the provided Personal Data is exact and that they were informed about the fact that it is a voluntary provision of Personal Data.
- 9.8. In the case when the Buyer deems that the Seller or processor (Article 9.5) is processing their Personal Data in contradiction to the protection of private and personal life of the Buyer or in contradiction to the Act, especially when the Personal Data is inaccurate with regard to the purpose of processing, it has the right to:
  - 9.8.1. request an explanation from the Seller or processor,
  - 9.8.2. demand removal of such an issue by the Seller or processor.
- 9.9. If the Buyer will request information about processing of its Personal Data, then the Seller shall give the Buyer such information. The Seller has the right to demand adequate compensation of expenses for provision of above mentioned information, however such expenses shall not exceed expenses necessary for the provision of information.

## **10. SENDING OF BUSINESS NOTIFICATIONS AND SAVING OF COOKIES**

- 10.1. The Buyer agrees with the sending of information connected with goods, services or the Seller's business to the Buyer's electronic address and they also agree with the sending of business notifications by the Seller to Buyer's electronic address.
- 10.2. The Buyer agrees with the saving of so called cookies on their computer. If it is possible to purchase something on the Website and if it is possible that the Seller's obligations arising from the Purchase

Contract can be fulfilled without the saving of so called cookies on the Buyer's computer, then the Buyer has the right to withdraw this consent.

## **11. DELIVERING**

11.1. The Seller can deliver anything to the Buyer's electronic address included in their User Account or in their Order.

## **12. FINAL PROVISIONS**

12.1. If the relationship established by the Purchase Contract contains an international (foreign) element, then the contract parties agree that their relationship shall be governed by Czech law. This does not affect the consumer's rights arising from generally applicable laws.

12.2. If any provision of those Terms and Conditions is invalid or unenforceable or if it becomes invalid or unenforceable, then the provision which is as similar as possible to such provision shall be used. Invalidity or unenforceability of one provision shall not affect the validity of remaining provisions. Modifications and amendments of the Purchase Contract or Terms and Conditions shall be in a written format.

12.3. The Purchase Contract including the Terms and Conditions is archived by the Seller in an electronic form and it is not accessible.

12.4. Seller's contact information: delivery address is Korálky.cz s.r.o., Třebohostická 564/9, Praha 10, 100 00, Czech Republic, electronic address is [info@dobeado.com](mailto:info@dobeado.com), phone +420 604 845 737.

Prague on 8<sup>th</sup> December 2020