

## I. GENERAL PROVISIONS

- The Seller is Lucie Kratěnová, with registered seat at Korunní 1902/113, 130 00 Praha- Vinohrady, IČO 76358666, e-mail:lucie@leatherutilities.com
- All contractual relations between the Seller and Buyer are governed by the Czech republic law, especially by Act No. 89/2012 Coll., Civil Code, as amended.
- If the buyer chooses to receive the goods and pay for them in cash at the seat of the Seller, purchase contract between the Seller and the Buyer is concluded at the seat of the Seller and therefore is not subjected to the provisions of the Civil Code provisions about distance contracts and off-premises contracts. If the Buyer, when selecting the goods in e-shop, chooses the option to receive the goods and pay for the goods in cash at the seat of the Seller, this shall be deemed as non-binding inquiry.

## II. CONTRACT OF PURCHASE

- An offer to conclude a purchase contract is made by placing of the goods offered by the Seller on the website of the e-shop. Purchase contract is created by the delivery of duly filled in, confirmed e-order to the Seller. (hereinafter „order“).
- Concluding the purchase contract without negotiating all its requirements according to the § 1726 of the Civil Code is not possible. The Seller also refuses to accept any order, according to § 1740 sect. 3) Civil Code, with amendment or deviation.

## III. SPECIFICATION OF GOODS AND PRICE OF GOODS

- Description of goods together with their main features is presented on the e-shop website.
- The price for each product is listed on the e-shop website. This price includes all taxes and charges. The cost of delivery is not included in the price of the goods.
- The purchase price of the goods will be agreed in each purchase contract. The amount of such purchase price shall not exceed the respective purchase price of the goods listed on the e-shop website at the time of placing the order. The Seller is entitled to unilaterally changing the price of goods. This shall not affect already concluded purchase contracts.

## IV. Payments

- Payment for goods is made through PayPal/GoPay/cash on delivery.

## V. Terms of Delivery

- The goods will be delivered to the address, stated by the Buyer in the order. The Buyer will choose the carrier out of the following options: a) Česká pošta, s. p. – Balík do ruky, b) PPL CZ s.r.o. – PPL PARCEL CZ PRIVATE
- The goods will be delivered to the Buyer within 14 working days from the conclusion of the contract. The shipment will contain the goods specified in the order.
- The cost of delivery of goods listed in one order depends on the number of ordered products (items). If the Buyer orders 5 items or less, the cost of delivery of goods to be paid together with the purchase price, is 99,- CZK. If the Buyer orders more than five items, the cost of delivery of goods is 99,- CZK for the first five items and 99, - CZK for each additional item ordered.
- The Buyer agrees that the Seller provides the selected carrier with information regarding the Buyer to the extent that is necessary for the proper delivery of the goods.
- The Seller will package and label the items in the usual way at her own expense, before handing over the goods to the carrier.

## VI. ACQUISITION OF OWNERSHIP, TRANSITION OF RISK

- If the Buyer is the end user/consumer, the ownership of the goods, as well as the risk of damage to the goods, passes to the Buyer at the time of taking over of the goods from the selected carrier.
- If the Buyer is not the consumer, the Buyer is deemed to have received the goods when the Seller hands over the goods to the carrier selected by the Buyer. The Seller is not a party to the contract for transportation of goods concluded between the Buyer and the carrier. If the Buyer is not the consumer, the risk of damage to the goods, passes to the Buyer when the selected carrier accepts the goods for transportation to the destination specified in the order.

## VII. CLAIMS FOR DEFECTIVE PRODUCTS

- The Seller will deliver the goods to the Buyer in the amount as arranged in the purchase contract. The goods will be delivered in the quality and will be suitable for their designated use as declared in the purchase contract. Each leather product sold and delivered by the seller is an original piece. The characteristic property of the leather is a certain irregularity in its structure and colour. If such irregularities appear, this is not a defect or a sign of inferior quality.
- The Buyer's claims for defective products (including the method of handling complaints) shall be satisfied following the relevant provisions of the Civil Code.

## VIII. WITHDRAWAL FROM THE CONTRACT

- Consumers are entitled to withdraw from the contract within a period of 14 days.
- The Consumer is entitled to withdraw from the contract without stating a reason within a period of 14 days from the day following the day on which the Consumer or a third party (other than the carrier) received the goods. If the subject of the purchase contract is the delivery of several kinds of goods (items), the 14 days period runs from the date of receipt of the last item.
- To exercise the right of withdrawal, the Consumer must inform Lucie Kratěnová, with registered seat at Korunní 1902/113, 130 00, Praha – Vinohrady, email:lucie@leatherutilities.com of their withdrawal from this contract in the form of unilateral act (for example, by a letter sent through the postal service, fax or e-mail). The consumer may use the attached form for withdrawal from the contract.
- To comply with the deadline for withdrawal from the contract, the notice of withdrawal must be send before the expiry of the relevant deadline.

## IX. CONSEQUENCES OF WITHDRAWAL FROM THE CONTRACT

- If the Consumer withdraws from the contract, the Seller will return all payments received from the Consumer, including the cost of delivery to the Consumer without undue delay and within 14 days from the date the seller was informed about the withdrawal, (excluding additional costs incurred as a result of the method of delivery chosen by the Consumer other than the least expensive type of standard delivery offered by the Seller). The Seller will use the same means of payment for the reimbursement that the Consumer used for the initial transaction, unless expressly agreed otherwise. In any event, the consumer will not be charged any other additional cost. The reimbursement will take place, only after the Seller received the returned goods or after the Consumer proves they sent back the goods, whichever comes first.
- **To withdraw from the contract, the form attached below can be used.**

## X. COLLECTION OF GOODS RETURNED

- The Buyer will promptly, but no later than within 14 days after the withdrawal from the contract, send goods or deliver it to the address: Lucie Kratěnová, Korunní 1902/113, 130 00, Praha – Vinohrady. To comply with the deadline for the return of the goods, the goods must be sent back no later than the 14 days after the withdrawal from the contract.

## XI. COST RELATED TO RETURNING OF THE GOODS

- The Consumer bears the cost related to returning of the goods. The maximum estimated cost is 500 CZK.

## XII. LIABILITY FOR DIMINISHED VALUE OF RETURNED GOODS

- You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

## XIII. OUT-OF-COURT SETTLEMENT OF THE BUYERS' COMPLAINTS

- In compliance with the Civil Code, the Seller notifies the Consumer, that they may call upon control authority, which is the Czech Trade Inspection, to address their out-of-court complaint (following the provision § 1820, par. 1), letter j) Civil Code. The Czech Trade Inspection addresses out-of-court complaints of consumers within the means and conditions set out in the relevant legislation.
- These terms and conditions are applicable from the day: 16. 05. 2016
- The Buyer agrees to these terms and conditions by ordering goods from the e-shop or by sending a purchase order.