



General terms and conditions

I.

Basic provisions

1. These General Terms and Conditions (hereinafter referred to as "**Business Terms** and Conditions") are issued:

Diane Fleurs s.r.o.

Company ID: 55638252

TIN: 2122039073

VAT number: SK2122039073

with its registered office at Farská 1342/50, 949 01 Nitra, Slovak Republic
registered in the Commercial Register of the District Court in Žilina, section
Sro, Insert No. 82713/L

Contact details:

Email: info@artificialflowers-online.com

Phone: +421 910 654 144

www.artificialflowers-online.com/ch

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

2. These Business Terms and Conditions govern the mutual rights and obligations of the seller and the natural person who concludes the purchase contract outside his business activity as a consumer or in the course of his business activity (**hereinafter referred to as: "Buyer"**) through a web interface located on the website available at the Internet address **www.artificialflowers-online.com/ch** (hereinafter referred to as "**online store**").
3. The provisions of the Business Terms and Conditions are an integral part of the purchase contract. A deviating arrangement in the purchase contract takes precedence over the provisions of these Business Terms and Conditions.
4. These Business Terms and Conditions and the purchase contract are concluded in the Slovak language.

II.

Information about goods and prices

1. Information about the goods, including the price of individual goods and their main characteristics, is provided for individual goods in the online store catalog. The prices of the goods are listed including value added tax, all related fees and the cost of returning the goods, if these goods, by their nature, cannot be returned by the usual postal route. The prices of the goods remain valid for the period for which they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract on individually agreed terms.
2. All presentation of goods placed in the catalogue of the online store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods.



3. Information on the costs associated with packaging and delivery of goods is published in the online store. Information on costs associated with packaging and delivery of goods specified in the online store applies only in cases where the goods are delivered within the territory of the Slovak Republic.
4. Any discounts on the purchase price of the goods cannot be combined with each other, unless the seller and the buyer agree otherwise.

III.

Order and conclusion of the purchase contract

1. The costs incurred by the buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the buyer himself. These costs do not differ from the basic rate.
2. The buyer orders the goods in the following ways:
 - through his customer account, if he has made a previous registration in the online store,
 - by filling in the order form without registration.
3. When placing an order, the buyer selects the goods, the number of pieces of goods, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data entered into the order. The buyer sends the order to the seller by clicking on the "Finish order" button. The data provided in the order are considered correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and the buyer's confirmation that he has become acquainted with these terms and conditions.
5. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address specified by the buyer when ordering. This confirmation is automatic and is not considered as the conclusion of a contract. Attached to the confirmation are the current terms and conditions of the seller. The purchase contract is concluded only after receipt of the order by the seller. Notification of receipt of the order is delivered to the buyer's email address. / Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address specified by the buyer when ordering. This confirmation shall be deemed to constitute the conclusion of a contract. Attached to the confirmation are the current terms and conditions of the seller. The purchase contract is concluded by confirmation of the order by the seller to the buyer's email address.
6. In the event that any of the requirements stated in the order cannot be fulfilled by the seller, he will send the buyer an amended offer to his email address. The amended offer is considered a new draft purchase contract and the purchase contract is in such a case concluded by the buyer's confirmation of acceptance of this offer to the seller to his email address specified in these terms and conditions.
7. All orders received by the seller are binding. The buyer may cancel the order until the buyer receives a notification of receipt of the order by the seller. The buyer may cancel the order by phone at the seller's telephone number or by electronic message to the seller's email, both listed in these terms and conditions.
8. In the event that there was an obvious technical error on the part of the seller when stating the price of the goods in the online store or during the ordering, the seller is not obliged to deliver the goods to the buyer at this obviously incorrect price even if the buyer was sent an automatic confirmation of receipt of the order under these terms and conditions. The seller informs the buyer about the error



without undue delay and sends the buyer an amended offer to his email address. The amended offer is considered a new draft purchase contract and the purchase contract is in such a case concluded by a confirmation of receipt by the buyer to the seller's email address.

IV. Customer account

1. Based on the registration of the buyer made in the online store, the buyer can access his customer account. From his customer account, the buyer can place orders for goods. The buyer can also order goods without registration.
2. When registering for a customer account and ordering goods, the buyer is obliged to provide 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 account and when ordering the goods are considered correct by the seller.
3. Access to the customer account is secured by a 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 third parties to use the customer account.
5. The seller may cancel the user account, especially if the buyer no longer uses his user account, or if the buyer breaches his obligations under the purchase contract and 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 the seller's hardware and software equipment, respectively. necessary maintenance of hardware and software equipment of third parties.

V. Payment terms and delivery of goods

1. The price of the goods and any costs associated with the delivery of goods under the purchase contract may be paid by the buyer in the following ways:
 - cashless transfer to the seller's bank account:
 - IBAN: SK35 8330 0000 0024 0262 1466, maintained at Fio banka
 - account format for payments from the Czech Republic 2402621466/2010
 - IBAN: SK04 8330 0000 0020 0262 1475, maintained at Fio banka
 - account format for payments from the Czech Republic 2002621475/2010
 - IBAN: SK33 0900 0000 0052 0560 4513, kept at SLSP
 - cashless payment card through the PayU payment gateway.
 - cashless transfer to the seller's account through the PayU payment gateway.
 - cashless through the payment gateway PayPal
 - cash on delivery upon receipt of the goods,
2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of goods in the contractual amount. Unless expressly stated otherwise below, the purchase price also means the cost associated with the delivery of goods.



3. In the case of cash payment, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 7 days from the conclusion of the purchase contract.
4. In the case of payment through a payment gateway, the buyer follows the instructions of the relevant electronic payment provider.
5. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's bank account.
6. 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.
7. According to the Sales Registration Act, the seller is obliged to issue a cash receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online, in the event of a technical failure within 48 hours at the latest.
8. The goods are delivered to the buyer:
 - to the address specified by the buyer in the order
 - through the dispensary to the address of the dispensary specified by the buyer
9. The choice of delivery method is made during the ordering of goods.
10. The costs of delivery of goods, depending on the method of dispatch and receipt of the goods, are specified in the buyer's order and in the order confirmation by the seller. In the event that the mode of transport is agreed on the basis of a special request of the buyer, the buyer bears the risk and possible additional costs associated with this mode of transport.
11. 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. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different 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.
12. 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. If a breach of the packaging indicating unauthorized entry into the consignment is detected, the buyer does not have to take over the consignment from the carrier.
13. The seller issues a tax document – invoice to the buyer. The tax document is sent to the buyer's email address./The tax document is attached to the delivered goods.
14. 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. Liability for accidental loss, damage or destruction of the goods passes to the buyer at the moment of receipt of the goods or at 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. A buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract without giving any reason.
2. The withdrawal period is 14 days
 - from the date of receipt of the goods,
 - from the date of receipt of the last delivery of goods, if the subject of the contract is several types of goods or the delivery of several parts



- from the date of receipt of the first delivery of goods, if the subject of the contract is a regular repeated delivery of goods.
3. Among other things, the buyer may not withdraw from the purchase contract:
 - on the provision of services, if they have been fulfilled with his prior express consent before the expiry of the period for withdrawal from the contract and the seller has notified the buyer before concluding the contract that in such a case he has no right to withdraw from the contract and if the service has been fully provided,
 - on the supply of goods or services, the price of which depends on fluctuations of the financial market independently of the will of the seller and which may occur during the withdrawal period,
 - on the supply of alcoholic beverages the price of which was agreed at the time of conclusion of the contract, which can be delivered only after thirty days and the price of which depends on market fluctuations beyond the will of the seller,
 - on the delivery of goods that have been customized according to the wishes of the buyer, custom-made goods or goods intended specifically for one buyer,
 - on the supply of perishable goods as well as goods which, due to their nature, have been irretrievably mixed with other goods after delivery,
 - on the delivery of goods in sealed packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been broken after delivery,
 - on the supply of phonograms, video recordings, sound recordings, books or computer software, if they are sold in protective packaging and the buyer has unpacked this packaging,
 - on the supply of newspapers, periodicals or magazines, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging,
 - on the delivery of electronic content other than on a tangible medium, if its provision began with the express consent of the buyer and the buyer has declared that he has been duly instructed that by expressing this consent he loses the right to withdraw from the contract,
 - in other cases specified in § 7 par. 6 of Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded outside the business premises of the seller, as amended.
 4. In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.
 5. To withdraw from the purchase contract, the buyer can use the sample withdrawal form provided by the seller. Withdrawal from the purchase contract shall 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 receipt of the form to the buyer without delay.
 6. The buyer who withdrew from the contract is obliged to return the goods to the seller within 14 days of withdrawal. The buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.
 7. If the buyer withdraws from the contract, the seller shall return to him immediately, but no later than within 14 days of withdrawal, all funds, including delivery costs, received from him in the same way. The seller will return the received funds to the buyer in another way only if the buyer agrees and if he does not incur additional costs.
 8. If the buyer has chosen a method of delivery other than the cheapest method of delivery offered by the seller, the seller shall refund to the buyer the cost of delivery of the goods in the amount corresponding to the cheapest method of delivery offered.



9. 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 to him or proves that he has sent the goods to the seller.
10. The goods must be returned by the buyer to the seller undamaged, unworn and uncontaminated and, if possible, in the original packaging. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the buyer's right to a refund of the purchase price.
11. The seller is entitled to withdraw from the purchase contract due to sold out stocks, unavailability of goods, or when the manufacturer, importer or supplier of goods has interrupted the production or import of goods. The seller shall immediately inform the buyer via the email address specified in the order and return within 14 days of the 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.

Rights arising from defective performance

1. The seller is responsible to the buyer that the goods are free from defects upon receipt. In particular, the seller is responsible to the buyer that at the time when the buyer took over the goods:
 - the goods have the characteristics which the parties have eaten and, in the absence of an arrangement, have such characteristics as the seller or producer described or expected by the buyer with regard to the nature of the goods and on the basis of advertising made by the seller,
 - the goods 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 to the quality or design of 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 or weight, and
 - The goods comply with the requirements of legal regulations.
2. If the defect becomes apparent within six months of receipt of the goods by the buyer, it is considered that the goods were defective upon receipt. The buyer is entitled to exercise the rights of a defect that occurs with consumer goods within twenty-four months of receipt. This provision shall not apply to goods sold at a lower price for a defect for which a lower price was agreed, to wear and tear of the goods caused by their normal use, to used goods due to a defect corresponding to the degree of use or wear that the goods had upon receipt by the buyer, or if it results from the nature of the goods.
3. In the event of a defect, the buyer may submit a complaint to the seller and require:
 - If it is a defect that can be removed:
 - free removal of defects in goods,
 - exchange of goods for new goods,
 - If it is a defect that cannot be removed:
 - a reasonable discount on the purchase price,
 - withdraw from the contract.
4. The buyer has the right to withdraw from the contract,
 - if the goods have a defect that cannot be removed and which prevents the item from being properly used as a defect-free item,
 - if he cannot use the goods properly due to the recurrence of the defect or defects after repair,



- if he cannot properly use the goods due to a larger number of defects in the goods.
5. The seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible, or at the registered office or place of business. The consumer may also file a complaint with the person designated by the seller. If the consumer's complaint is handled by a person designated by the seller, the latter may settle the complaint only by handing over the repaired goods, otherwise the complaint will be forwarded to the seller for settlement. The seller is obliged to issue the buyer with a written confirmation of when the buyer exercised the right, what is the content of the complaint and what method of settling the complaint the buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint.
 6. If the consumer files a complaint, the seller or an employee or designated person authorized by him is obliged to instruct the consumer about his rights arising from defective performance. Based on the consumer's decision which of the rights arising from defective performance he exercises, the Seller or an employee authorized by him or a designated person is obliged to determine the method of handling the complaint immediately, in complex cases no later than three working days from the date of application of the advertisements, in justified cases, especially if a complex technical assessment of the condition of the goods is required, no later than 30 days from the date of the claim. . After determining the method of handling the complaint, the complaint, including the removal of the defect, must be settled immediately, while in justified cases the complaint can be settled later. However, the settlement of the complaint, including the removal of the defect, may not take longer than 30 days from the date of the claim. The expiry of this period in vain is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract or has the right to exchange the goods for new goods. The moment of filing a complaint is considered to be the moment when the expression of the will of the buyer (exercise of the right from defective performance) occurs to the seller.
 7. The seller informs the buyer in writing about the result of the complaint, no later than 30 days from the date of the complaint.
 8. The right of defective performance does not belong to the buyer if the buyer knew before taking over the item that the thing had a defect or if the buyer caused the defect himself.
 9. In the event of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the claim. This right may be exercised by the buyer with the seller within one month after the warranty period expires.
 10. The buyer has the choice of the method of complaint and its settlement, if there are several options.
 11. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by Sections 499 to 510, Sections 596 to 600 and Sections 619 to 627 of Act No. 40/1964 Coll. of the Civil Code, as amended, and Act No. 250/2007 Coll., on consumer protection, as amended.
 12. Other rights and obligations of the parties related to the seller's liability for defects are regulated by the seller's complaints procedure.

VIII. Service

1. The Contracting Parties may transmit all written correspondence to each other by electronic mail.



2. The buyer delivers correspondence to the seller to the email 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.

Out-of-court dispute resolution

1. The consumer has the right to contact the seller with a request for redress if he is not satisfied with the way in which the seller has handled his complaint or if he believes that the seller has violated his rights. The consumer has the right to file a motion to initiate an alternative (out-of-court) dispute resolution with an alternative dispute resolution entity if the seller has responded to the request under the previous sentence in a negative way or has not responded to it within 30 days from the date of its dispatch. This is without prejudice to the consumer's possibility of going to court.
2. The Slovak Trade Inspection is competent for the out-of-court settlement of consumer disputes arising from the purchase contract, with its registered office: Prievozská 32, 827 99 Bratislava, ID: 17 331 927, which can be contacted for this purpose at the address Slovak Trade Inspection, Central Inspectorate, Department of International Relations and Alternative Dispute Resolution, Prievozská 32, 827 99 Bratislava 27, or electronically at ars@soi.sk or adr.@soi.sk. Web address: <https://www.soi.sk/>. The online dispute resolution platform located at the Internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
3. European Consumer Centre Slovak Republic, with its registered office at Mlynské nivy 44/a, 827 15 Bratislava, internet address: <http://esc-sr.sk/> is the contact point according to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 December 2013. on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
4. The seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within its competence by the competent District Office, Trade Licensing Department. The Slovak Trade Inspection Authority performs, inter alia, supervision of compliance with Act No. 250/2007 Coll. on consumer protection, as amended.

X.

Final provisions

1. All arrangements between the seller and the buyer are governed by the laws of the Slovak Republic. If the relationship established by the purchase contract contains an international element, the parties agree that the relationship is governed by the law of the Slovak Republic. This is without prejudice to consumer rights arising from generally binding legal regulations.
2. The seller is not bound by any codes of conduct in relation to the buyer in accordance with the provisions of Act no. 250/2007 Coll. on consumer protection, as amended.
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 intervention 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 have a negative impact on 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 a way that would be contrary to its purpose or purpose.
5. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not publicly accessible.
6. The wording of the terms and conditions may be amended or supplemented by the seller. This provision is without prejudice to rights and obligations arising during the period of validity of the previous version of the terms and conditions.
7. Attached to the Business Terms and Conditions is a sample withdrawal form.

These Business Terms and Conditions enter into force on 01.08.2023