



## **General Terms and Conditions**

**AND.**

### **Basic provision**

1. These general business conditions (hereinafter referred to as "business conditions") are issued in accordance with § 1751 et seq. Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code")

AS Flowers sro

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(hereinafter referred to as the "seller")

2. These terms and conditions govern the mutual rights and obligations of the seller and a natural person who enters into a purchase contract outside his business as a consumer or within his business (hereinafter "buyer") through a web interface located on a website available at [www.artificialflowers-online.com/ch](http://www.artificialflowers-online.com/ch) (hereinafter referred to as the "online store").
3. The provisions of the business conditions are an integral part of the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of these terms and conditions.
4. These terms and conditions and the purchase contract are concluded in the Czech language.

## **II.**

### **Information on goods and prices**

1. Information about the goods, including the prices of individual goods and their main properties are given for individual goods in the online store catalog. The prices of the goods are stated including value added tax, all related fees and costs for the return of the goods, if the goods cannot, by their nature, be returned by the usual postal route. The prices of the goods remain valid as long as they are displayed in the online store. This provision does not preclude the conclusion of a purchase contract under individually agreed conditions.



2. All presentation of goods placed in the online store catalog is of an informative nature and the seller is not obliged to enter into a purchase agreement regarding these goods.
3. Information on the costs associated with the packaging and delivery of goods is published in the online store. Information on costs associated with the packaging and delivery of goods listed in the online store is valid only in cases where the goods are delivered within the territory of the Czech Republic.
4. Any discounts with the purchase price of the goods cannot be combined with each other, unless the seller agrees otherwise with the buyer.

### **III.**

#### **Ordering and concluding a purchase contract**

1. The costs incurred by the buyer in the use of 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 previously registered in the online store,
  - by filling in the order form without registration.
3. When placing an order, the buyer chooses 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 he entered in the order. The buyer sends the order to the seller by clicking on the Complete order button. The data listed in the order they are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory information in the order form and confirmation from the buyer that he has read 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 email address that the buyer entered when ordering. This confirmation is automatic and is not considered a contract. Attached to the confirmation are the current business conditions of the seller. The purchase contract is concluded only after the acceptance of the order by the seller. Notice 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 email address that the buyer entered when ordering. This confirmation is considered to be the conclusion of the contract. Attached to the confirmation are the current business conditions of the seller. The purchase contract is concluded by confirming the order by the seller to the email address of the buyer.
6. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the amended offer to the buyer's email address. The amended offer is considered a new draft of the purchase contract and in such a case the purchase contract is 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 accepted by the seller are binding. The buyer can cancel the order until the buyer receives a notification of receipt of the order by the seller. The buyer can cancel the order by phone to the phone number or email of the seller specified in these terms and conditions.
8. In the event that an obvious technical error occurred on the part of the seller when stating the price of goods in the online store or during ordering, the seller is not obliged to deliver the goods to the buyer for this obviously incorrect price, even if the buyer was sent an automatic confirmation of receipt under these terms and conditions. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer to his email address. The amended offer is considered a new draft of the purchase contract and in such a case the purchase contract is concluded by a confirmation of acceptance by the buyer to the email address of the seller.

#### **IV.**

##### **Customer's account**

1. Based on the buyer's registration made in the online store, the buyer can access his customer account. The buyer can order goods from his customer account. The buyer can also order goods without registration.
2. When registering in the customer's account and when ordering goods, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in the event of any change. The data provided by the buyer in the customer account and when ordering goods are considered correct by the seller.
3. Access to the customer's 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 the use of the customer account to third parties.
5. The seller may cancel the user account, especially if the buyer no longer uses his user account, or if the buyer violates its obligations under the purchase agreement 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 hardware and software equipment of the seller, or. necessary maintenance of third party hardware and software.

#### **IN.**

##### **Payment terms and delivery of goods**

1. The price of the goods and any costs associated with the delivery of goods under the purchase agreement, the buyer may pay in the following ways:



- cashless transfer to the bank account of the seller No. 2901818263, bank code 2010, kept at Fio banka as.
- cashless payment card via COMGATE payment gateway
- via PAYPAL
- cash on delivery when handing over the goods

Together with the purchase price, the buyer is obliged to reimburse the seller for the costs associated with the packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise below, the purchase price also includes the costs associated with the delivery of goods.

2. In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 14 days of concluding the purchase contract.
3. In the case of payment through the payment gateway, the buyer follows the instructions of the relevant electronic payment provider.
4. 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 bank account.
5. 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.
6. According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online, and in the event of a technical failure, within 48 hours at the latest.
7. The goods are delivered to the buyer:
  - to the address specified by the buyer of the order
8. The choice of delivery method is made during the ordering of goods.
9. The costs of delivery of goods, depending on the method of dispatch and receipt of 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 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.
10. 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. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than specified 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.
11. 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. In the case of finding a violation of the packaging indicating



unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier.

12. The seller will issue a tax document - invoice to the buyer. The tax document is sent to the buyer's email address.
13. 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 destruction, damage or loss of the goods passes to the buyer at the time of receipt of the goods or 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 as a consumer has the right to withdraw from the purchase contract.
2. The deadline for withdrawal from the contract is 14 days
  - from the date of receipt of the goods,
  - from the day of taking over the last delivery of goods, if the subject of the contract is several types of goods or delivery of several parts
  - from the day of taking over the first delivery of goods, if the subject of the contract is a regular repeated delivery of goods.
3. Among other things, the buyer cannot withdraw from the purchase contract:
  - the provision of services, if they were fulfilled with his prior express consent before the expiry of the period for withdrawal from the contract and the seller informed the buyer before concluding the contract that in such a case he has no right to withdraw from the contract,
  - on the supply of goods or services, the price of which depends on the fluctuations of the financial market independently of the will of the seller and which may occur during the period for withdrawal from the contract,
  - on the supply of alcoholic beverages, which may be delivered only after thirty days and the price of which depends on fluctuations in the financial market independent of the will of the seller,
  - on the delivery of goods that have been modified according to the wishes of the buyer or for his person,
  - the supply of perishable goods, as well as goods which have been irretrievably mixed with other goods after delivery,
  - delivery of goods in a closed package, which the buyer removed from the package and for hygienic reasons it is not possible to return,
  - delivery of an audio or video recording or computer program, if it has broken their original packaging,
  - delivery of newspapers, periodicals or magazines,
  - delivery of digital content, if it was not delivered on a tangible medium and was delivered with the prior express consent of the buyer before the expiration of



the withdrawal period and the seller informed the buyer before concluding the contract that in such a case he has no right to withdraw from the contract,

- in other cases specified in § 1837 of the Civil Code.
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 will be sent by the buyer to the email or delivery address of the seller specified in these terms and conditions. The seller will immediately confirm to the buyer the acceptance of the form.
  6. The buyer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the seller. The buyer bears the costs associated with the return of goods to the seller, even if the goods can not be returned due to their nature by regular mail.
  7. If the buyer withdraws from the contract, the seller will return to him immediately, but no later than 14 days from the withdrawal from the contract, all funds, including delivery costs, which he received from him, in the same way. The seller will return the money received 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 other than the cheapest method of delivery of goods offered by the seller, the seller will reimburse the buyer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.
  9. If the buyer withdraws from the purchase contract, the seller is not obliged to return the funds received to the buyer before the buyer hands over the goods or proves that he sent the goods to the seller.
  10. The buyer must return the goods 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 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 the sale of stock, 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 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.**

### **Defective performance rights**

1. The seller responds 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 when the buyer took over the goods:



- the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics described by the seller or the manufacturer or which the buyer expected with regard to the nature of the goods and on the basis of their advertising,
  - the goods are fit for the purpose stated by the seller for their use or for which goods of this kind are usually used,
  - the goods correspond in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
  - the goods are in the appropriate quantity, measure 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 at the time of receipt. The buyer is entitled to exercise the right to a defect that occurs in 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 has been agreed, to wear and tear of the goods caused by their normal use, to second-hand goods to a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the buyer. this due to the nature of the goods.
  3. In the event of a defect, the buyer may submit a complaint to the seller and request:
    - exchange for new goods,
    - repair of goods,
    - a reasonable discount from the purchase price,
    - withdraw from the contract.
  4. The buyer has the right to withdraw from the contract,
    - if the goods have a substantial defect,
    - if he cannot use the thing properly due to the recurrence of the defect or defects after repair,
    - in case of a larger number of defects of the goods.
  5. The seller is obliged to accept the complaint in any establishment in which the acceptance of the complaint is possible, or in the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer about when the buyer exercised the right, what is the content of the complaint and what method of handling the complaint requires the buyer, as well as confirmation of the date and manner of handling the complaint, including confirmation of repair and duration, or written justification. rejection of the complaint.
  6. The seller or an employee authorized by him will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service required for a professional assessment of the defect. Complaints, including the elimination of defects, must be settled immediately, no later than 30 days from the date of the





complaint, unless the seller and the buyer agree on a longer period. The expiration of this period in vain is considered a material breach of contract and the buyer has the right to withdraw from the purchase contract. The moment of claim 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.
8. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the thing that the thing has a defect, or if the buyer caused the defect himself.
9. In the case of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the complaint. The buyer can exercise this right from the seller within one month after the expiration of the warranty period.
10. The buyer has the choice of the method of complaint.
11. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On Consumer Protection.

#### **VIII.**

##### **Delivery**

1. The Contracting Parties may deliver 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 email address specified in his customer account or in the order.

#### **IX.**

##### **Out-of-court dispute resolution**

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a purchase agreement.
2. European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (the Online Consumer Dispute Resolution Regulation).
3. The seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade





licensing office. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., On Consumer Protection.

## **X.**

### **Final Provisions**

1. All agreements between the seller and the buyer with the laws of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights arising from generally binding legal regulations.
2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.
3. All rights to the seller's website, in particular the copyright to the content, including page layout, photos, movies, 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 interventions 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 adversely affect 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 such a way that would be contrary to its purpose or purpose.
5. The buyer hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.
6. The purchase contract, including business conditions, is archived by the seller in electronic form and is not accessible.
7. 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 period of validity of the previous version of the terms and conditions.
8. Attached to the terms and conditions is a sample form for withdrawal from the contract.

These terms and conditions take effect on

03/01/2021