

## General Terms & Conditions

### I.

#### Basic provisions

1. These General Terms & Conditions (hereinafter as „**Terms & Conditions**“) are published according to Section 1751 and subsequent sections of Act No. 89/2012 Coll., Civil Code, and apply to the sale of products and services of the seller, which is a natural person

Simona Lerchová

Registered Company Number: 08856613

located: Vémyslice 78, 671 42 Czech Republic  
registered in the Trade Register on 15 January 2020, Competent authority under Section 71 paragraph 2 of the Trade Act: Moravský Krumlov Municipal Office, Czech Republic

contact details:

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web

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(hereinafter as „**seller**“)

2. These Terms & Conditions govern the mutual rights and obligations of the seller and the buyer through a web interface located on a website available at <https://www.monalerch.com> (hereinafter as „**online store**“).
3. The provisions of these Terms & Conditions are an integral part of the contract. Individually agreed conditions in the contract take precedence over the provisions of these Terms & Conditions.
4. These Terms & Conditions and the contract are concluded in Czech or English.

### II.

#### Information about products and prices

1. Information about the products, including pricing of individual pieces and their main properties are listed in the online store catalogue. The prices of the products do not include VAT and remain valid for as long as they are displayed on the seller's website. This provision does not exclude the negotiation of a contract under individually agreed conditions.
2. Information on costs associated with packaging and delivery of products is published in the online store, both within the Czech Republic and abroad.
3. Any discounts on the purchase price of products cannot be combined unless the seller makes a different agreement with the buyer.

### III.

#### Order and contract

1. The costs incurred by the buyer by the use of means of distance communication in connection with the conclusion of the contract (costs of internet connection, costs of telephone calls), shall be borne by the buyer himself. These costs do not differ from the basic rates.

2. The buyer orders products in the following ways
  - through his/her customer account, if he/she has previously registered in the online store,
  - by filling in the order form without prior registration.
3. When placing an order, the buyer chooses the products and the method of payment.
4. Before confirming the order, the buyer is allowed to check and amend the data he/she entered in the order form. The buyer confirms the order by clicking on the PLACE ORDER button. The data listed in the order are considered correct by the seller. Completion of all mandatory information in the order form and confirmation from the buyer that he/she has read these Terms & Conditions are necessary.
5. Immediately after receiving the order, the seller will send the buyer confirmation of the order to the email address stated by the buyer. This confirmation represents the conclusion of the contract. Valid Terms & Conditions are attached to the confirmation email.
6. If any of the requirements specified in the order cannot be met by the seller, the seller will send the amended offer to the buyer's email address. The amended offer is considered a new draft of the contract and in such a case the contract is concluded by the buyer's confirmation of acceptance of this offer to the seller to their email address specified in these Terms & Conditions.
7. All orders accepted by the seller are binding. The buyer can cancel the order until he/she receives a notification of the receipt of the order by the seller. The buyer may cancel the order by phone to the phone number or email of the seller specified in these Terms & Conditions.
8. If there is an obvious technical error on the part of the seller when stating the price of products in the online store or during ordering, the seller is not obliged to deliver the products to the buyer for this incorrect price, even if the buyer was sent an automatic confirmation of the order under these Terms & Conditions. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer's email address. The amended offer represents a new draft of the contract and in such a case the contract is concluded by the buyer's confirmation to the email address of the seller.

#### **IV.**

##### **Customer account**

1. Based on the buyer's registration made in the online store, the buyer can access his/her customer account. The buyer can also order products without prior registration.
2. When registering for the customer account and ordering products, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update the data specified in the customer account in the event of any change. The data provided by the buyer in the customer account and when ordering products 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/her 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 customer account, especially if the buyer no longer uses his/her customer account, or if the buyer violates his/her obligations under the contract and/or these Terms & Conditions.
6. The buyer acknowledges that the customer account may not be available at all times, especially due to the necessary maintenance of hardware and software equipment of the seller, or necessary maintenance of third party hardware and software.

## **V.**

### **Payment terms and delivery of products**

1. The buyer may pay the price of products and any costs associated with their delivery under the contract in the following ways:
  - cashless payment by a bank card through the Stripe payment gateway,
  - cashless payment via PayPal.
2. Together with the purchase price, the buyer is obliged to reimburse the seller the costs associated with the packaging and delivery of products in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of products.
3. In the case of cashless payment by bank transfer based on an individual agreement between the seller and the buyer, the purchase price is payable within 14 days of concluding the contract.
4. In the case of a payment through the payment gateway or via PayPal, the buyer follows the instructions of the relevant electronic payment provider.
5. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.
6. The seller does not require any advance payment or other similar payments from the buyer. Payment of the purchase price before the delivery of products does not represent a deposit.
7. The seller is obliged to issue a receipt to the buyer under the Act on the Registration of Sales.
8. The products are sent to the buyer after crediting the relevant amount on the account of the seller.
9. The products are delivered to the buyer to the address specified by the buyer in the order.
10. The costs of delivery of products depending on the method of dispatch and receipt of products are specified in the buyer's order and the order confirmation by the seller.
11. If according to the 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 products upon delivery. If for reasons on the part of the buyer it is necessary to deliver the products repeatedly or in another way than specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of products, respectively, costs associated with another method of delivery.

12. Upon receipt of the products from the carrier, the buyer is obliged to check the integrity of the packaging of the products and in case of any defects immediately notify the carrier. We recommend documenting the packaging damage to any extent (photos, video). In the case of finding damage to the packaging indicating unauthorized entry into the packaging, the buyer does not have to take over the parcel from the carrier. The carrier is responsible for damage to the products due to damage to the packaging during transport.
13. The seller will issue a tax document – invoice to the buyer. The tax document is sent to the email address of the buyer.
14. The buyer acquires ownership of the products by paying the full purchase price for the products, including delivery costs, and by taking over the products. Liability for accidental destruction, damage or loss of the products passes to the buyer at the time of receipt of the products or the moment when the buyer was obliged to take over the products but did not do so in violation of the contract.

## **VI.**

### **Withdrawal from the contract**

1. The buyer who has concluded a contract outside his/her business as a consumer has the right to withdraw from the contract.
2. The period for withdrawal from the contract is 14 days
  - from the date of receipt of the products,
  - from the date of the last delivery of products in a case the subject of the contract involves several types of products or an individual delivery of separate parts,
  - from the day of taking over the first delivery of products, in a case the subject of the contract is a regular repeated delivery of products.
3. The buyer may not withdraw from the contract:
  - concerning provision of services, if they were fulfilled with the buyer's prior consent before the expiry of the period for withdrawal from the contract with the seller informing the buyer before concluding the contract that in such a case the buyer has no right to withdraw from the contract,
  - on the delivery of products that have been modified according to the wishes of the buyer or for his/her person,
  - in other cases specified in Section 1837 of the Civil Code.
4. To comply with the withdrawal period, the buyer must send the form for withdrawal from the contract within the withdrawal period.
5. To withdraw from the contract, the buyer may use the standard withdrawal form provided by the seller. Withdrawal from the contract shall be sent by the buyer to the email or delivery address of the seller specified in these Terms & Conditions. The seller will immediately confirm to the buyer the receipt of the form.
6. The buyer who has withdrawn from the contract is obliged to return the products 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 products cannot be returned by regular mail due to the nature of the products.

7. If the buyer withdraws from the contract, the seller shall return to him/her without delay, but no later than within 14 days of withdrawal from the contract, all funds, including delivery costs, which were received from the buyer, in the same manner. The seller will refund the costs to the buyer in another manner only if the buyer agrees and if he/she does not incur additional costs.
8. If the buyer withdraws from the contract, the seller is not obliged to refund the costs to the buyer before the buyer returns the products or proves that he/she has sent the products to the seller.
9. The products 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 products against the buyer's right to a refund of the purchase price.
10. The seller is entitled to withdraw from the contract due to the sale of stock, unavailability of products, or when the manufacturer, importer or supplier of products has interrupted the production or import of products. The seller immediately informs the buyer via the email address specified in the order and returns within 14 days of notification of withdrawal from the contract all funds, including delivery costs received from him/her under the contract, in the same way, or the manner specified by the buyer.

## **VII.**

### **Rights arising from defective performance**

1. The seller is responsible to the buyer that the products are free of defects upon receipt. In particular, the seller is responsible to the buyer at the time of the buyer taking over the products that:
  - the products have the characteristics agreed upon by the parties, and, in the absence of an agreement, the characteristics described by the seller or the manufacturer or expected by the buyer concerning the nature of the products based on the advertising,
  - the products are fit for the purpose stated by the seller or for which products of this type are usually used,
  - the products correspond in quality or design to the agreed sample or model, if the quality or design was determined according to the agreed sample or model,
  - the products are in the appropriate quantity, measure or weight, and
  - the products comply with the requirements of legal regulations.
2. If the defect becomes apparent within six months of receipt of the products by the buyer, the products shall be deemed to have been defective at the time of receipt. The buyer is entitled to exercise the right arising from defective performance for defects that are discovered on products within twenty-four months of their receipt. This provision shall not apply to products sold at a lower price with a defect for which a lower price has been agreed, to wear and tear caused by its normal use, to second-hand products, to a defect corresponding to the degree of use or wear and tear the products had when taken over by the buyer, or defects due to the nature of the products.
3. In the event of a defect, the buyer may submit a complaint to the seller and request the following:

- exchange for new products,
  - repair of products,
  - a reasonable discount from the purchase price,
  - withdraw from the contract.
4. The buyer has the right to withdraw from the contract
    - if the products have substantial defects,
    - if the item cannot be used properly due to the recurrence of the defect or defects after the repair,
    - due to a larger number of defects in the products.
  5. The seller is obliged to accept the complaint in any establishment in which the acceptance of complaints 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, the content of the complaint and a method of handling required by the buyer, as well as confirmation of the date and manner of handling the complaint, including confirmation of repair and duration, or written justification of the rejection of the complaint.
  6. The seller or an employee authorized by the seller shall decide on the complaint immediately, or within three working days in more complex cases. 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. Vain expiration of this period is considered a breach of contract and the buyer has the right to withdraw from the contract. The moment of claim means the moment when buyer's complaint (exercise of the right from defective performance) is delivered to the seller.
  7. The seller informs the buyer in writing about the result of the complaint.
  8. The defective performance right does not apply if the buyer knew that the product had a defect before taking over the product, or if the buyer caused the defect himself/ herself.
  9. In the event of a justified complaint, the buyer has the right to a refund of costs incurred in connection with the complaint. The buyer can exercise this right within one month after the expiration of the warranty period.
  10. The buyer may choose the method of the complaint.
  11. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by Section 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.**

### **Mail delivery**

1. The contracting parties may communicate 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 & Conditions. The seller delivers correspondence to the buyer to the email address specified in his/her customer account or the order.

## **IX.**

### **Out of court settlements**

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Registered Company Number: 000 20 869, web: <https://adr.coi.cz/cs>, is responsible for the out of court settlement of consumer disputes arising from the contract. The online dispute resolution platform <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a contract.
2. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, web: <http://evropskyspotrebitel.cz> is a contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May /2004 and Directive 2009/22/EC (Online Consumer Dispute Resolution Regulation).
3. The seller is entitled to sell products based on a trade licence. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Czech Trade Inspection Authority, to a limited extent, supervises compliance with Act No. 634/1992 Coll., On Consumer Protection.

## **X.**

### **Final provisions**

1. All agreements between the seller and the buyer are governed by the law of the Czech Republic. If the relationship established by the 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. The seller is not bound by any codes of conduct concerning the buyer in the sense of the provisions of Section 1826 paragraph 1 point e) of the Civil Code.
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 interventions in the website or as a result of their use contrary to its purpose. The buyer may not use practices that could adversely affect its operation and may not engage in any activity that may allow him/her or any third party to tamper with, or to use, the software or other components of the website. The buyer may not use the website or its parts or software in such a way that would be contrary to their purpose.
5. The buyer hereby accepts the risk of a change of circumstances in the sense of Section 1765 paragraph 2 of the Civil Code.
6. The contract, including these Terms & Conditions, is archived by the seller in electronic form and is not accessible.
7. The wording of these Terms & 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 versions of the Terms & Conditions.

8. A form for withdrawal from the contract is attached to these Terms & Conditions.

These Terms & Conditions shall apply from 15. 1. 2020.

## Withdrawal from the contract

<b>Name</b>	
<b>Surname</b>	
<b>E-mail</b>	
<b>Telephone</b>	
<b>Address</b>	

Please, choose one option:

Return

Complaint

<b>Identification of items (title, further information)</b>	
<b>Date and number of order</b>	
<b>Date of order delivery</b>	
<b>Reasons for withdrawal from the contract</b>	

Date:

Signature:

Dated and signed form shall be sent to the seller's email address [monalerchwallart@gmail.com](mailto:monalerchwallart@gmail.com). Further procedures shall be guided by the General Terms & Conditions of the seller.