



Terms and Conditions

• 1. PRELIMINARY PROVISIONS

- 1.1 These terms and conditions ("Terms and Conditions") of Vljaky.EU Ltd., headquartered Radčina 497/22, 161 00 Prague 6, identification number: 28511042, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, insert 146903 (hereinafter referred to as "seller") govern in accordance with § 1751 paragraph. 1 of Act no. 89/2012 Coll., Civil Code (the "Civil Code") mutual rights and obligations arising in connection with or under a contract (the "purchase agreement") concluded between the seller and another natural person (the "buyer") through the online store seller. Internet shop is operated by the seller placed on the website on the Internet at www.ozone-generators.eu (the "Website"), and via the website (hereinafter the "Web-based commerce").
- 1.2. Terms and conditions do not apply to cases where a person who intends to purchase goods from the seller is a legal entity or person who is ordering goods in the course of their business or in their separate occupation.
- 1.3 Provisions derogating from the terms and conditions can be agreed upon in the sales contract. Divergent arrangements in the contract shall prevail over the terms of trade.
- 1.4. Provisions of the conditions are an integral part of the purchase contract. The purchase agreement and the terms and conditions are written in the Czech language. The purchase agreement may be concluded in the Czech language.
- 1.5 Text trading conditions may change or supplement seller. This provision shall not affect the rights and obligations arising after the effective period of the previous version of business conditions.

- **2. the purchase contract**

- 1.2 All presentations of goods placed in the web interface of trade is indicative and the seller is not obliged to conclude a purchase agreement regarding this product. The provisions of § 1732 paragraph. 2 of the Civil Code shall not apply.
- 2.2 The Web interface provides information on trade of goods, including the prices of individual goods. Commodity prices are inclusive of VAT and all related charges. Prices of goods remain in force as long as they are displayed in the web interface business. This provision is not limited to the seller conclude a purchase contract under individually negotiated conditions.
- 2.3 Commerce web interface also contains information on the costs associated with packaging and delivery. Information on the costs associated with packaging and delivery of the goods listed in the web interface of trade applies only in cases where the goods are delivered within the territory of the Czech Republic.
- 2.4 To order a catalog, the buyer fills an order form in the web interface business. Order form contains particular information about:
 - 2.4.1. ordered goods (ordered goods "insert" the buyer into an electronic shopping cart business web interface)
 - 2.4.2. method of payment of the purchase price, data on the desired method of delivery of goods ordered and
 - 2.4.3. information on the costs associated with delivery of goods (hereinafter collectively referred to as "Order").
- 2.5. Before sending the order to the seller, the buyer is allowed to check and modify data in order, the buyer put, even considering the option buyer to detect and correct errors during data entry in order. The order sends a buyer clicking on the "Submit Form". The data listed in the order they are deemed correct by the seller. Seller immediately upon receipt of an order the buyer confirms receipt of the email, and the email address of the buyer specified in the user interface or in the order (hereinafter referred to as "electronic address").
- 2.6 The seller is always entitled to, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs) to ask the buyer for additional confirmation (such as writing or by telephone).
- 2.7. The contractual relationship between seller and buyer arises delivery order acceptance (acceptance), which is sent to the buyer by email, and the email address of the buyer.
- 2.8. Buyer agrees to the use of distance communication in concluding the purchase contract. Costs incurred by the buyer when using means of distance communication in connection with concluding

the purchase agreement (the cost of Internet access, telephone costs) paid by the buyer himself, these costs do not differ from the standard rate.

• 3. PRICE AND PAYMENT

- 1.3 The price of the goods and any costs associated with the delivery of goods under the purchase contract the buyer can pay the seller the following ways:

- D) Online by payment card

After sending the order, the seller ship goods immediately after receiving the payment.

- 2.3 Together with the purchase price, the buyer is obliged to pay the costs associated with packaging and delivery at an agreed rate. Unless expressly stated otherwise, refers to the purchase price and the costs associated with delivery of goods.
- 3.3 The seller does not require the buyer to pay a deposit or other similar payment except in cases where the goods are specially manufactured / adapted according to the wishes of the buyer. This is without prejudice to the provisions of Art. 3.6 business conditions regarding the obligation to pay the purchase price in advance.
- 3.4 In the case of payment in cash or in the case of payment on delivery, the purchase price is payable upon receipt of goods. In the case of cashless payment, the purchase price is payable within 7 days from the purchase contract.
- 3.5 In the case of cashless payment, the buyer is obliged to pay the purchase price of the goods and giving variable symbol of payment. In the case of cashless payment by the buyer to pay the purchase price at the time met the appropriate amount to the seller's account.
- 3.6 The seller is entitled, in particular in the event that the Buyer does not for additional confirmation (Art. 2.6), require payment of the full purchase price before sending the goods to the buyer. The provisions of § 2119 paragraph. 1 of the Civil Code shall not apply.
- 3.7 Any discounts the price of goods by the seller to the buyer can not be combined.
- 3.8 If it is customary in trade relations or if so stipulated by generally binding legal regulations issued by the Seller regarding payments made under a contract buyer tax document - invoice. The seller is a payer of value added tax. The tax document - invoice seller to the buyer after payment of the price of the goods and send it electronically to the buyer's email address and send it in printed form to the address of the buyer together with the goods when paying no delivery.

• 4. Avoidance of contract

- 1.4 Buyer acknowledges that pursuant to § 1837 of the Civil Code, not among others withdraw from the contract for the supply of goods that have been adjusted according to the wishes of the buyer or the person from the contract for the supply of goods subject to rapid deterioration, as well as goods , which has been delivered irrevocably mixed with other goods, from the purchase contract for the supply of sealed goods which the consumer from unsealed and hygiene reasons, it can not be returned and the purchase contract for the supply of audio or video recordings or computer program, if breached their original packaging.
- 2.4 If this is not the case under Art. 4.1 and about other cases where you can not withdraw from the contract, the buyer in accordance with § 1829 paragraph. 1 of the Civil Code, the right to withdraw from the contract, within fourteen (14) days from receipt of goods, in which case the contract of sale are several types of goods or the supply of several parts, this period runs from the date of receipt of the last delivery. Withdrawal from the contract seller must be sent within the deadline mentioned in the previous sentence. Withdrawal from the contract the buyer may send inter alia, the address of the seller or the seller's email address.
- 3.4 In case of withdrawal from the contract pursuant to Art. 4.2 The business conditions of the purchase contract from the beginning. The goods must be returned to the Seller within fourteen (14) days from the withdrawal seller.
- 4.4 In case of withdrawal pursuant to Art. 4.2 of business conditions, the seller returns funds received from the buyer within fourteen (14) days from the withdrawal from the contract the buyer in the same way as the seller from the buyer received. The seller is also entitled to return the benefits provided by the buyer has been the return of goods by the buyer or otherwise, unless the buyer will agree to and do not create additional costs to the buyer. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before he returns buyer of goods or demonstrate that the goods sent entrepreneur.
- 4.5. Claims for damage caused to the goods, the seller is entitled to unilaterally set off against the buyer's claim for refund of the purchase price.
- 4.6. Until the receipt of the goods by the buyer, the seller may at any time withdraw from the contract. In this case, the seller will return the purchase price to the buyer without undue delay, and bank transfer to an account designated by the buyer.
- 4.7. If together with the goods provided the buyer a gift, the gift agreement between buyer and seller concluded with a condition subsequent that if there is a withdrawal from the contract the buyer loses gift agreement regarding such a gift effectiveness and the buyer is required along with the goods seller also return provided gift.

• 5. TRANSPORT AND DELIVERY

- 1.5 In the event that the mode of transport is negotiated based on the special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.
- 5.2. If the seller under the purchase contract must deliver the goods at the place designated by the

buyer in the purchase order, the buyer is obliged to accept the goods on delivery.

- 5.3. In the event that the reasons for which the purchaser must deliver the goods repeatedly or in any other way than stated in the order, the buyer shall pay the costs associated with repeated delivery of goods, respectively. costs associated with other delivery method.
- 5.4. When taking the goods from the carrier the buyer is obliged to check the integrity of the packaging of goods, and in case of any defects immediately notify the carrier. In the event of a breach of the reunion package indicative of unauthorized intrusion into consignment buyer may not take shipment from the carrier.
- 5.5. Other rights and obligations of the parties in the transport of goods that can modify the special delivery conditions of the seller, if the seller issued.

• 6. RIGHTS OF defective performance

- 1.6 The rights and obligations of the parties regarding the rights of defective performance shall be governed by the relevant legislation (in particular the provisions of § 1914-1925, § 2099-2117 and 2161-2174 § Civil Code).
- 2.6 The seller is liable to the buyer that the goods on delivery no defects. In particular, the seller is liable to the purchaser at the time when the buyer took the goods:
 - 6.2.1. the goods are qualities that the parties have negotiated, and if there is no agreement, it has characteristics which the seller or manufacturer has described or that buyers expect, given the nature of goods and on the basis of advertising carried out by them,
 - 6.2 .2. the goods are fit for the purpose which for its use or selling lists to which goods of the same type are normally used
 - 6.2.3. Product corresponds to the quality or making the agreed sample or template, if it was determined the quality or performance contracted by sample or template
 - 6.2.4. the goods in an appropriate amount, extent, or weight
 - 6.2.5. the goods comply with the legal requirements.
- 6.3. The provisions referred to in Art. 7.2 business conditions do not apply to goods sold at a lower price to the defect for which the lower price was negotiated to wear and tear caused by its common use, for used goods for defects caused by use or wear that goods had to take over buyer, or if it appears that the nature of the goods.

- 6.4. The rights of the purchaser exercises defective performance by the seller at his establishment, which is possible taking into account the assortment of goods sold, possibly at the seat or place of business. In a moment a claim is considered to be the moment when the seller receives from the buyer claimed goods.
- 6.5. Other rights and obligations of the parties relating to the liability of the seller for defects can modify the complaints procedure of the seller.

• 7. Other rights and obligations

- 1.7 The buyer acquires ownership of the goods by paying the entire purchase price.
- 7.2. Seller is not in relation to the purchaser bound by codes of conduct within the meaning of § 1826 paragraph. 1 point. e) of the Civil Code.
- 7.3. Court complaint provides consumers seller via e-mail addresses obchod@vlajky.eu. Information on the settlement of the complaint buyer sends the seller to the buyer's email address.
- 7.4. The seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of their respective trade office. Supervision of privacy exercised by the Office for Personal Data Protection. Czech Trade Inspection performs in a limited scope, inter alia supervision over compliance with Act no. 634/1992 Coll., On consumer protection, as amended. >
- 7.5. The Buyer takes over the danger of changing circumstances within the meaning of § 1765 paragraph. 2 of the Civil Code.

• 8. PRIVACY

- 8.1. Privacy buyer who is a natural person, is provided by Act no. 101/2000 Coll., On Personal Data Protection, as amended, and EU Regulation 2016/679 (GDPR).
- 2.8 Buyer agrees to the processing of their personal data: name, address, company name and its address, identification number, tax identification number, email address, phone number, (hereinafter collectively referred to as "personal data").
- 8.3. Buyer agrees to the processing of personal data by the seller, for the purpose of realization of the rights and obligations under the contract and for the purpose of maintaining user account. If the buyer does not select another option, consents to the processing of personal data by the seller as well as for the purpose of sending commercial messages and information to the buyer. Consent to the processing of personal data in its entirety by this article is not a requirement that would in itself made it impossible to conclude a purchase contract.

- 8.4. Buyer acknowledges that it is obligated to your personal data (for registration, in your user account when ordering from the web interface of the shop) correctly and truthfully and without undue delay inform the seller about the change in his personal data.
- 8.5. Processing of personal data of the buyer the seller may appoint a third party as a processor. In addition to persons transporting goods are not personal information without prior consent of the seller the buyer passed on to third parties.
- 8.6. Personal data will be processed for an indefinite period. Personal data will be processed electronically in an automated manner or in printed form non-automated manner.
- 8.7. The buyer confirms that the personal information is accurate and that he was advised that it is voluntarily provide personal information.
- 8.8. In the event that the buyer thought the seller or processor (Art. 9.5) performs the processing of his personal data that is inconsistent with the protection of private and personal life of the purchaser or against the law, especially if the personal data are inaccurate with regard the purpose of processing, it may:
 - 8.8.1. ask the seller or processor for an explanation,
 - 8.8.2. require the seller or processor to correct the situation.
- 8.9. If the buyer information about the processing of their personal data, the seller must deliver this information. The seller has the right to provide information pursuant to the preceding sentence, require reasonable compensation not exceeding the costs of providing the necessary information.
- 8.10 The buyer is entitled to require the seller to remove his personal details from its records and no further trial. The seller is obliged to comply with the request, unless it is contrary to other applicable laws of the Czech Republic.

• 9. **SENDING commercial communications and storage of cookies**

- 9.1. Buyer agrees to receive information related to goods, services or company the seller to the buyer's email address and agrees to receive commercial communications by the seller to the buyer's email address.
- 2.9 Buyer agrees with saving so. Cookies on his computer. In the event that the purchase on the website can be made and obligations of the seller to perform the contract of sale, without storage so. Cookies on the computer of the buyer, the buyer may consent under the preceding sentence at any time.

- 3.9 Heureka - Verified Customer - "your satisfaction with your purchase, we find via e-mail questionnaires under the Verified customers to which our e-shop connected. You can send every time they buy with us, if within the meaning of § 7 para. 3 of Act no. 480/2004 Coll. on certain information society services not refuse to receive our commercial messages or appeal with their previously given consent. For sending questionnaires evaluating your feedback and analysis of our market position, we use the processor, which is the operator of the portal Heureka.cz; that for this purpose we can pass on information about the purchased goods and your email address. "

- **10. DELIVERY**

- 1.10 The buyer may be delivered to the email address specified in his user account or given by the buyer in the order.

- **11. FINAL PROVISIONS**

- 11.1. If the relationship of the purchase agreement includes an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights arising from generally binding legislation.
- 2.11 If any provision of the Terms and Conditions is invalid or ineffective, or becomes, instead of the invalid provision a provision whose meaning is invalid provision comes closest. The invalidity or unenforceability of one provision is without prejudice to the validity of the remaining provisions. Amendments and supplements to the purchase agreement or terms and conditions require written form.
- 3.11 The purchase agreement including terms and conditions the seller is archived in electronic form and is not accessible.
- 4.11 Contact details seller: postal address, see section 1.1, email address, see section 7.3, phone 731800200th
- 5.11 The out of court settlement of consumer disputes the contract of sale is the Czech Trade Inspection, headquartered Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <http://www.coi.cz>.

Supplement to the terms of trade

- Accepted credit/debit cards: VISA, Euro Card, American Express, JCB, Visa Electron, MasterCard, Maestro, Diners Club.
- Delivery of goods is carried out: Commercial package, PPL or DHL, Messenger, personal collection.
- Discount action, if not literally deadline duration, are limited to one month from publication. Inform yourself about the duration of the current event.
- Discounts in discontinued operations are not legally enforceable.
- The goods we refer to under the trade name "ozone generator" fall into the category of air purifiers.

in Prague on 17 May 2020