

General Terms and Conditions

I.

Basic provisions

1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**") BcA.

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(hereinafter referred to as

"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 of his/her business activity as a consumer or within the scope of his/her business activity (hereinafter referred to as: "**Buyer**") through the web interface located on the website available at thecelloboys.cz (hereinafter referred to as "**online shop**").
3. The provisions of the terms and conditions are an integral part of the purchase contract. Any deviating provisions in the Purchase Contract shall prevail 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 about goods and prices

1. Information about the goods, including the prices of the individual goods and their main features, are listed in the catalogue of the online store. The prices of the goods are inclusive of value added tax, all related charges and the cost of returning the goods if they cannot, by their nature, be returned by normal postal means. The prices of the goods remain valid for the period of time they are displayed in the online shop. This provision does not preclude the negotiation of a purchase contract on individually agreed terms.

2. All presentation of goods placed in the catalogue of the online store is informative and the seller is not obliged to conclude a purchase contract regarding these goods.
3. 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. Costs incurred by the buyer when using remote means of 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:
 - by filling in the order form.
3. When placing an order, the buyer selects the goods, the number of items, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data he has entered in the order. The buyer sends the order to the seller by clicking "Send order" button. The information provided in the order is considered correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the Buyer's confirmation that he has read these terms and conditions.
5. Immediately upon receipt of the order, the Seller will send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation is automatic and is not considered to be the conclusion of a contract. The confirmation is accompanied by the Seller's current terms and conditions. The purchase contract is concluded only after receipt of the order by the Seller. Notification of acceptance of the order is delivered to the buyer's e-mail address.
6. In the event that any of the requirements specified in the order cannot be fulfilled, the Seller will send the Buyer an amended offer to his e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller at his e-mail address specified in these Terms and Conditions.
7. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller. The Buyer may cancel an order by calling the telephone number or email of the Seller set out in these Terms and Conditions.
8. If there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously incorrect price. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to his e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by

confirmation of receipt by the Buyer to the Seller's e-mail address.

IV.

Payment terms and delivery of goods

1. The buyer may pay the price of the goods and any costs associated with the delivery of the goods under the purchase contract in the following ways:
 - Cashless by wire transfer to bank account of the seller No. 228606498/0600, held at MONETA Money Bank,
 - cashless by credit card,
 - by wire transfer to the seller's account via the GoPay payment gateway,
 - cash on delivery.
2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price shall also include the costs associated with the delivery of the goods.
3. In 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 due within 3 days of the conclusion of the purchase contract.
4. In the case of payment through a payment gateway, the buyer shall follow 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 deposit or other similar payment from the Buyer in advance. Payment of the purchase price before shipment of the goods is not a deposit.
7. According to the Sales Records Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online, in case 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
 - via the dispatch office to the address of the dispatch office designated by the buyer,
9. The choice of delivery method is made during the ordering process.
10. The cost of delivery of the goods depending on the method of shipment and receipt of the goods is specified in the buyer's order and in the confirmation of the order by the seller. In the event that the method of delivery is agreed upon at the Buyer's specific request, the Buyer shall bear the risk and any additional costs associated with this method of delivery.
11. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of 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 a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different 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 the event of any defects immediately notify the carrier. In the event that the packaging is found to be damaged, indicating unauthorized intrusion into the shipment, the buyer may not accept the shipment from the carrier.

13. The Seller shall issue a tax document - invoice to the Buyer. The tax document is sent to the buyer's e-mail address.

14. The buyer acquires ownership of the goods by paying the full purchase price for the goods including delivery costs, but not before taking delivery of the goods.
15. Liability for accidental destruction, damage or loss of the goods passes to the buyer at the moment of acceptance of the goods or at the moment when the buyer was obliged to accept the goods but failed to 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.
2. The withdrawal period is 14 days
 - from the date of receipt of the goods,
 - from the date of acceptance of the last delivery of the goods if the subject of the contract is several types of goods or the delivery of several parts,
 - from the date of acceptance of the first delivery of goods, if the subject of the contract is a regular recurring delivery of goods.
3. The buyer cannot, among other things, withdraw from the purchase contract
 - the provision of services, if they have been performed with the prior express consent of the buyer before the expiry of the withdrawal period and the seller has informed the buyer before the conclusion of the contract that in such a case he has no right to withdraw from the contract,
 - the supply of goods or services whose price depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,
 - for the delivery of alcoholic beverages that can only be delivered after thirty days and whose price depends on financial market fluctuations independent of the seller's will,
 - for the delivery of goods that have been modified according to the wishes of the buyer or for his person,
 - the delivery of perishable goods and goods which have been irretrievably mixed with other goods after delivery,
 - delivery of goods in closed packaging, which the buyer has removed from the packaging and cannot be returned for hygienic reasons,
 - the delivery of an audio or visual recording or computer program if it has damaged its original packaging,
 - delivery of newspapers, periodicals or magazines,
 - the delivery of digital content, unless it was delivered on a tangible medium and was delivered with the prior express consent of the buyer before the expiry of the withdrawal period and the seller has informed the buyer prior to the conclusion of 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 meet the withdrawal deadline, the buyer must send a withdrawal statement within the withdrawal period.
5. To withdraw from the purchase contract, the buyer can use the sample

withdrawal form provided by the seller. The Buyer shall send the withdrawal from the Purchase Contract to the Seller's e-mail or delivery address

set out in these terms and conditions. The Seller shall promptly acknowledge receipt of the form to the Buyer.

6. The buyer who has withdrawn from the contract is obliged to return the goods to the seller within
14 days after the withdrawal from the contract to the seller. The buyer bears the costs of returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.
7. If the Buyer withdraws from the contract, the Seller shall reimburse the Buyer in the same manner and without delay, but no later than 14 days after the withdrawal from the contract, all monies, including delivery costs, received from the Buyer. The seller shall only return the funds received to the buyer in another way if the buyer agrees to this and if no additional costs are incurred.
8. If the Buyer has chosen a delivery method other than the cheapest delivery method offered by the Seller, the Seller shall refund the Buyer the cost of delivery of the goods in the amount corresponding to the cheapest delivery method 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 delivers the goods to him or proves that he has sent the goods to the seller.
10. The Buyer must return the goods to the Seller undamaged, unworn and unpolluted and, if possible, in their original packaging. The Seller is entitled to unilaterally offset the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
11. The Seller is entitled to withdraw from the Purchase Contract due to the sale of stock, unavailability of the goods, or when the manufacturer, importer or supplier of the goods has discontinued production or import of the goods. The Seller shall promptly inform the Buyer via the e-mail address specified in the order and return all monies, including delivery costs, received from the Buyer under the contract within 14 days of notification of withdrawal from the contract, in the same manner or in the manner specified by the Buyer.

VII.

Rights from defective performance

1. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods
 - the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the seller or manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
 - the goods are fit for the purpose stated by the seller for their use or for which goods of that kind are usually used,
 - the goods correspond in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen,
 - the goods are in the appropriate quantity, measure or weight; and
 - the goods meet the requirements of the legislation.
2. The seller has obligations from defective performance at least to the extent

that the manufacturer's obligations from defective performance continue. The buyer is otherwise entitled to exercise the right to claim for defects that occur in consumer goods within twenty-four months of receipt.

3. If the period of time for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time. If the buyer has rightly accused the seller of a defect in the goods, the time limit for exercising rights under the defective performance and the warranty period shall not run for the period during which the buyer cannot use the defective goods.
4. The provisions referred to in the preceding paragraph of the terms and conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the degree of use or wear and tear that the goods had when taken over by the buyer, or if this results from the nature of the goods. The buyer is not entitled to the right of defective performance if he knew before taking over the goods that they were defective or if the buyer himself caused the defect.
5. In the event of a defect, the buyer may submit a claim to the seller and demand
 - exchange for new goods,
 - repair of goods,
 - a reasonable discount on the purchase price,
 - withdrawal from the contract.
6. The buyer has the right to withdraw from the contract,
 - if the goods have a material defect,
 - if he cannot use the item properly due to the recurrence of the defect or defects after repair,
 - in the event of a large number of defects in the goods.
7. A material breach of contract is one which the party breaching the contract already knew or must have known at the time of entering into the contract that the other party would not have entered into the contract if it had foreseen the breach.
8. In the case of a defect that constitutes an insignificant breach of contract (irrespective of whether the defect is removable or irremovable), the buyer is entitled to have the defect removed or a reasonable discount on the purchase price.
9. If a repairable defect has occurred repeatedly after repair (usually the third claim for the same defect or the fourth for different defects) or the goods have a greater number of defects (usually at least three defects at the same time), the buyer has the right to claim a discount on the purchase price, exchange the goods or withdraw from the contract.
10. When making a claim, the buyer is obliged to tell the seller what right he has chosen. A change of choice without the seller's consent is only possible if the buyer has requested the repair of a defect that proves to be irremediable. If the buyer does not choose his right from a material breach of contract in time, he has the same rights as in the case of a non-material breach of contract.
11. If repair or replacement of the goods is not possible, the buyer may demand a full refund of the purchase price upon withdrawal from the contract.

12. If the seller proves that the buyer knew about the defect of the goods before acceptance or caused it himself, the seller is not obliged to satisfy the buyer's claim.
13. The buyer cannot claim discounted goods for the reason for which the goods are discounted.

14. The Seller is obliged to accept the complaint at any establishment where the complaint can be accepted, or even at the registered office or place of business. 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 handling the complaint the Buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification of the rejection of the complaint.
15. The Seller or an employee authorised by the Seller shall decide on the complaint immediately, in complex cases within three working days. This time limit does not include the time appropriate to the type of product or service required for a professional assessment of the defect. The complaint, including the removal of the defect, must be settled without delay, at the latest within 30 days from the date of the complaint, unless the seller and the buyer agree on a longer period. The expiry of this period in vain shall be considered a material breach of contract and the buyer shall have the right to withdraw from the purchase contract. The moment when the Buyer's expression of will (exercise of the right from defective performance) reaches the Seller shall be considered as the moment when the claim is made.
16. The Seller shall inform the Buyer in writing of the outcome of the complaint.
17. 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 himself caused the defect.
18. In the event of a legitimate claim, the buyer is entitled to compensation for reasonable costs incurred in connection with the claim. The buyer may claim this right from the seller within one month after the expiry of the warranty period, otherwise the court may not grant it.
19. The buyer has the choice of how to make a claim.
20. The rights and obligations of the parties with respect to rights of defective performance shall be governed by
§ Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

VIII.

Delivery

1. The Parties may deliver all written correspondence to each other by electronic mail.
2. The Buyer shall deliver correspondence to the Seller at the e-mail address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address specified in the Buyer's customer account or order.

IX.

Personal data

1. All information provided by the Buyer in working with the Seller is confidential and will be treated as such. Unless the Buyer gives the Seller written permission, the Seller will not use the Buyer's information other than for the purpose of performing the contract, except for the email address to which

commercial communications may be sent, as this practice is permitted by law, unless expressly refused. These communications may only relate to similar or related goods and may be sent at any time by simple means (sending a letter, email or clicking on a link in the commercial

communication) to opt out. The email address will be stored for this purpose for a period of 3 years from the conclusion of the last contract between the parties.

2. For more detailed information on data protection, please refer to the Privacy Policy.

IX.

Out-of-court dispute resolution

1. The Czech Trade Inspection Authority (Czech Trade Inspection Authority, Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, Internet address: <https://adr.coi.cz/cs>) is competent for out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
2. The European Consumer Centre Czech Republic with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 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).
3. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade office. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, within a defined scope.

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 Purchase Agreement contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under generally binding legislation.
2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(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 prohibited to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.
4. The Seller shall not be liable for errors resulting from third party interference with the online shop or its use contrary to its intended use. The Buyer must not use any procedures that could adversely affect the operation of the online

shop and must not carry out any activity that could enable him or third parties to

Unauthorised interference with or unauthorised use of the software or other components of the Online Shop and use the Online Shop or any part thereof or the software in a manner contrary to its intended use or purpose.

5. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.
6. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
7. The Seller may change or supplement the wording of the Terms and Conditions. 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. A sample withdrawal form is attached to the Terms and Conditions.

These terms and conditions shall take effect on 1.3.2023.