

# Business Terms and Conditions

of cre8 s.r.o.

with its registered office at: K Vyhlídce 922, 250 91 Zeleneč,

registration number: 24676586,

incorporated in the Commercial Register administered by the Municipal Court in Prague, Section

C, Entry 165333,

registration No.: 24676586, VAT No.: CZ24676586,

for the sale of goods through the online store located at [www.cre8.cz/en/eshop](http://www.cre8.cz/en/eshop).

## 1. Opening Provisions

1.1. These Business Terms and Conditions (hereinafter referred to as "Business Terms and Conditions") of the commercial company cre8 s.r.o., with its registered office at Květinová 2592/12a, 130 00 Praha 3, registration No.: 24676586, incorporated in the Commercial Register administered by the Municipal Court in Prague, Section C, Entry 165333 (hereinafter referred to as "Seller"), regulate, in accordance with the provision of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "Civil Code"), the mutual rights and obligations of the Contracting Parties arisen in connection with or on the basis of the purchase contract (hereinafter referred to as "Purchase Contract") concluded between the Seller and another natural person (hereinafter referred to as "Buyer") through the Seller's online store. The online store is operated by the Seller on the website located at [www.cre8.cz](http://www.cre8.cz) (hereinafter referred to as "Website"), through the web interface (hereinafter referred to as "Store's Web Interface").

1.2. The Business Terms and Conditions do not apply to cases where the person who intends to purchase goods from the Seller is a legal entity or a person who orders goods as part of their business activity or independent exercise of the profession.

1.3. Provisions deviating from the Business Terms and Conditions can be agreed exclusively in the Purchase Contract. Deviating provisions of the Purchase Contract take precedence over the provisions of the Business Terms and Conditions.

1.4. The provisions of the Business Terms and Conditions form an integral part of the Purchase Contract. The Purchase Contract and the Business Terms and Conditions are drawn up in the Czech language. The Purchase Contract can be concluded in the Czech language.

1.5. The Seller may change or amend the text of the Business Terms and Conditions. This provision does not affect the rights and obligations arisen during the effective period of the previous version of the Business Terms and Conditions.

## 2. User Account

2.1. Based on the Buyer's registration made on the Website, the Buyer can access his/her user interface. From his/her user interface, the Buyer can order goods at the purchase prices listed there (hereinafter referred to as "User Account").



2.2. When making the registration on the Website and when ordering goods, the Buyer is obliged to state all information correctly and truthfully. The Buyer is obliged to update the information specified in the User Account in the event of any change of the information. The information provided by the Buyer in the User Account and when ordering goods is considered correct by the Seller.

2.3. The access to the User Account is secured by a username and password. The Buyer is obliged to maintain confidentiality in respect of the information necessary to access his/her User Account and acknowledges that the Seller is not responsible for any breach of this obligation by the Buyer.

2.4. The Buyer is not entitled to allow the use of the User Account to third parties.

2.5. The Seller may cancel the User Account, especially if the Buyer has not used his/her User Account for more than three years. In this case, however, the Seller shall inform the Buyer by an email message sent to the email address that the Buyer provided during the registration or entered later in the user interface of his/her User Account. The Seller may also cancel the User Account without prior notice if the Buyer breaches his/her obligations under the Purchase Contract (including the Business Terms and Conditions).

2.6. The Seller allows the Buyer to access his/her personal data through the User Account, to make changes and corrections of those data and to subscribe to /unsubscribe from email newsletters. Furthermore, the Seller makes available to the Buyer the history of his/her orders and related documents and provides the Buyer with the function of pre-filling order forms in case of repeated orders. The Buyer acknowledges that the User Account may not be constantly available, particularly with regard to the necessary maintenance of the Seller's hardware and software equipment or the necessary maintenance of the hardware and software equipment of third parties.

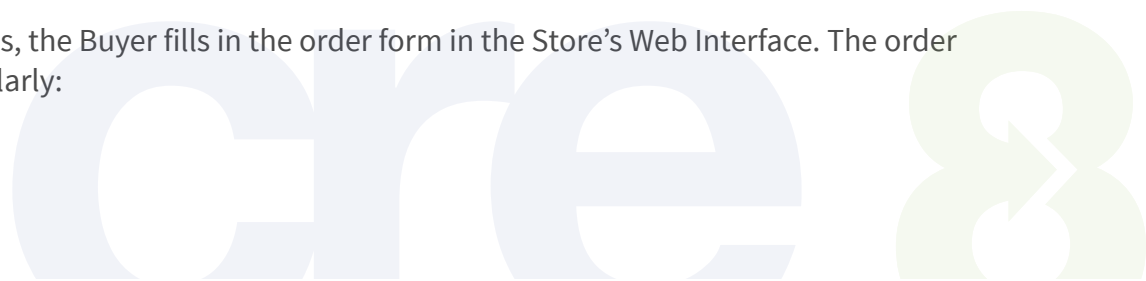
### **3. Conclusion of the Purchase Contract**

3.1. All presentation of goods placed in the Store's Web Interface is of an informative nature and the Seller is not obliged to conclude a Purchase Contract regarding these goods. The provision of Section 1732(2) of the Civil Code shall not apply.

3.2. The Store's Web Interface contains information about the goods, including the prices of the individual items. The prices of the goods are listed including value added tax and all related fees. The prices of the goods remain valid as long as they are displayed in the Store's Web Interface. This provision does not limit the Seller's possibility to conclude a purchase contract under individually agreed terms and conditions.

3.3. The Store's Web Interface also contains information about the costs associated with the packaging and delivery of the goods. The information about the costs associated with the packaging and delivery of the goods provided in the Store's Web Interface is valid only in cases where the goods are delivered within the territory of the Czech Republic.

3.4. To order the goods, the Buyer fills in the order form in the Store's Web Interface. The order form contains particularly:



3.4.1. information about the ordered goods (the Buyer "places" the ordered goods into the electronic shopping cart of the Store's Web Interface),

3.4.2. information about the method of payment of the purchase price of the goods, information about the required method of delivery of the ordered goods,

3.4.3. information about the costs associated with the delivery of the goods (hereinafter together referred to as "Order").

3.5. Before sending the Order to the Seller, the Buyer is allowed to check and change the information that he/she entered into the Order, also with regard to the Buyer's possibility to detect and correct errors made when entering information into the Order. The Buyer sends the Order to the Seller by clicking the "Send order" button. The information listed in the Order is considered correct by the Seller. Immediately after receiving the Order, the Seller will confirm the receipt to the Buyer by sending an email message to the Buyer's email address specified in the user interface or in the Order (hereinafter referred to as "Buyer's Email Address"). However, this confirmation of the receipt of the Order by the Seller is not an acceptance of the Buyer's Order by the Seller – see below.

3.6. Depending on the nature of the Order (quantity of the goods, purchase price, expected shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the Order (for example, in writing or by phone).

3.7. The contractual relationship between the Seller and the Buyer arises upon the delivery of the acceptance of the Order, which is sent by the Seller to the Buyer's Email Address. Recapitulation of the Order which is automatically generated by the system after sending the Order – see paragraph 3.5. of these Business Terms and Conditions – is not regarded as acceptance of the Order. The contractual relationship is established only upon the delivery to the Buyer of the Seller's email acceptance of the Buyer's Order.

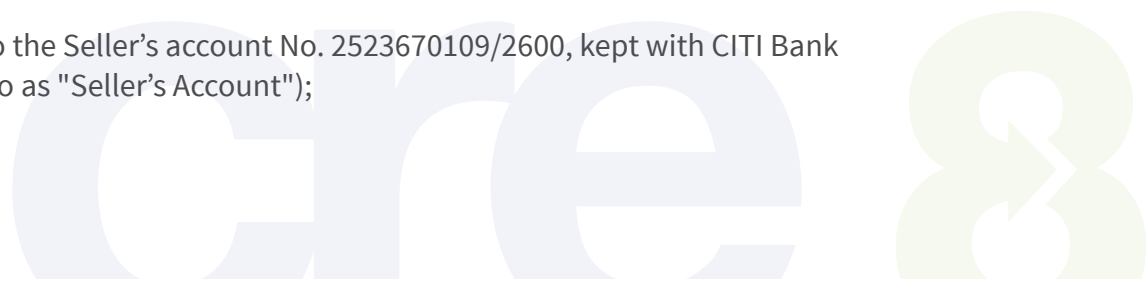
3.8. The Buyer acknowledges that the Seller is not obliged to conclude a Purchase Contract, especially with persons who have previously materially breached their obligations towards the Seller.

3.9. The Buyer agrees to the use of means of distance communication when concluding the Purchase Contract. The costs incurred by the Buyer in the use of means of distance communication in connection with the conclusion of the Purchase Contract (i.e. especially the costs of Internet connection, the costs of phone calls) shall be borne by the Buyer himself/herself.

## **4. Price of Goods and Payment Terms**

4.1. 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:

by cashless transfer to the Seller's account No. 2523670109/2600, kept with CITI Bank (hereinafter referred to as "Seller's Account");



by card and fast transfer via Internet banking using the payment gateway.

4.2. Together with the purchase price, the Buyer is obliged to pay to the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price hereinafter also includes the costs associated with the delivery of the goods.

4.3. The purchase price shall be payable within 5 days after the conclusion of the Purchase Contract.

4.4. The Buyer is obliged to pay the purchase price of the goods together with indicating the variable symbol of the payment. The Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's Account.

4.5. The Seller is entitled to demand payment of the full purchase price before sending the goods to the Buyer. The provision of Section 2119(1) of the Civil Code shall not apply.

4.6. The Seller is entitled to demand an advance payment in the amount of 100% of the purchase price of the ordered goods to the Seller's Account specified in the email message confirming the receipt of the Order, even for goods that are modified according to the Buyer's wishes or for the Buyer – see paragraph 5.2.

4.7. Until full payment of the price of the ordered goods, and possibly postage and packing charges, the goods remain in the ownership of the Seller.

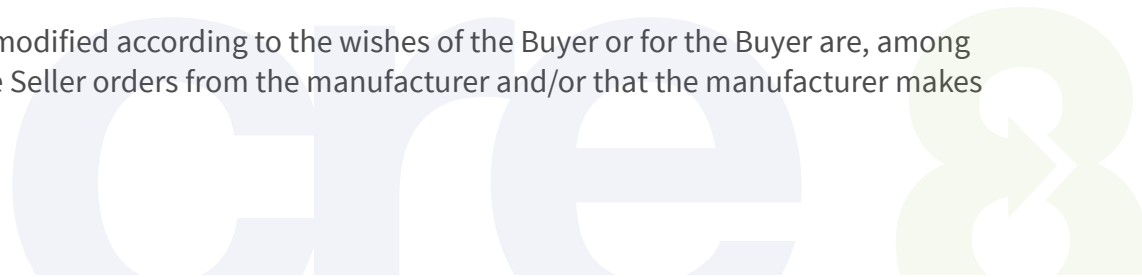
4.8. Possible discounts on the price of the goods provided by the Seller to the Buyer cannot be combined, unless directly stated by the Seller.

4.9. If this is customary in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue a tax document – invoice to the Buyer regarding payments made on the basis of the Purchase Contract. The Seller is a value added tax payer. The Seller shall issue the tax document – invoice to the Buyer after payment of the price of the goods and shall send it in electronic form to the Buyer's Email Address.

## **5. Withdrawal from the Purchase Contract**

5.1. The Buyer acknowledges that, according to the provision of Section 1837 of the Civil Code, it is not possible to withdraw, inter alia, from the Purchase Contract for the delivery of goods that were modified according to the wishes of the Buyer or for the Buyer, from the Purchase Contract for the delivery of perishable goods as well as goods which have been irretrievably mixed with other goods after delivery, from the Purchase Contract for the delivery of goods in a sealed package, which the consumer has removed from the packaging and they cannot be returned for hygienic reasons, and from the Purchase Contract for the delivery of an audio or video recording or a computer program if the consumer broke their original packaging.

5.2. Goods that were modified according to the wishes of the Buyer or for the Buyer are, among others, goods that the Seller orders from the manufacturer and/or that the manufacturer makes



in one of several offered variants of design (e.g. colour design or surface treatment, pickling, upholstery material, etc.) only on the basis of acceptance of the Buyer's order. On the detail of goods in the online store [www.cre8.cz](http://www.cre8.cz), these goods are marked as goods "to order". The Buyer will also find the marking of goods "to order" in the recapitulation of the Order which was sent to him/her by email after receiving the Order in the Seller's system.

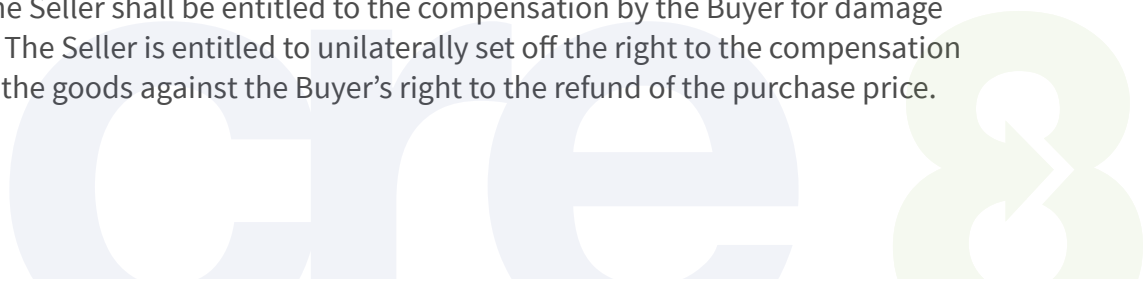
5.3. If it is not a case referred to in Article 5.1 or 5.2 or another case where it is not possible to withdraw from the Purchase Contract, the Buyer has the right to withdraw from the Purchase Contract, in accordance with the provision of Section 1829(1) of the Civil Code, within fourteen (14) days after the receipt of the goods, it being understood that if the subject matter of the Purchase Contract is several types of goods or delivery of several parts, this period starts to run from the day of receipt of the last delivery of the goods. The notice of withdrawal from the Purchase Contract must be sent to the Seller within the period specified in the previous sentence. To withdraw from the Purchase Contract, the Buyer can use the sample form at [www.cre8.cz](http://www.cre8.cz). The Buyer may send the notice of withdrawal from the Purchase Contract, inter alia, to the Seller's address of the registered office or the email address [info@cre8.cz](mailto:info@cre8.cz).

5.4. In the event of withdrawal from the Purchase Contract pursuant to Article 5.3 of the Business Terms and Conditions, the Purchase Contract is cancelled from the beginning. The goods must be returned to the Seller by the Buyer within fourteen (14) days after the withdrawal from the Purchase Contract to the Seller's address. If the Buyer withdraws from the Purchase Contract, the Buyer bears the costs associated with the return of the goods to the Seller, even if the goods cannot be returned, due to their nature, by regular postal service. The goods must be returned to the Seller clean, undamaged, unworn and in the original packaging.

5.5. Within five (5) days after the return of the goods by the Buyer pursuant to Article 5.3 of the Business Terms and Conditions, the Seller is entitled to inspect the returned goods, in particular in order to determine whether the returned goods are damaged, worn or partially consumed.

5.6. In the event of withdrawal from the Purchase Contract pursuant to Article 5.3 of the Business Terms and Conditions, the Seller will return the funds, including the costs of delivery, received from the Buyer within fourteen (14) days after the Buyer's withdrawal from the Purchase Contract; the funds will be returned in the same manner in which the Seller received them from the Buyer. If the Buyer has chosen other than the cheapest method of delivery of goods offered by the Seller, the Seller will return the costs of delivery of goods to the Buyer in the amount corresponding to the cheapest offered method of delivery of goods. The Seller is also entitled to return the payment provided by the Buyer already when the goods are returned by the Buyer or otherwise, if the Buyer agrees and if the Buyer does not incur additional costs thereby. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods or proves that he/she has sent the goods to the entrepreneur. Unless otherwise specified by the Buyer, the Seller will use the same means of payment to refund the purchase price that the Buyer used to pay the purchase price.

5.7. The Buyer acknowledges that if the goods returned by the Buyer are damaged, worn or partially consumed, the Seller shall be entitled to the compensation by the Buyer for damage incurred by the Seller. The Seller is entitled to unilaterally set off the right to the compensation for damage caused to the goods against the Buyer's right to the refund of the purchase price.



5.8. In cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with the provision of Section 1829(1) of the Civil Code, the Seller is also entitled to withdraw from the Purchase Contract at any time, until the moment when the goods are accepted by the Buyer. In such a case, the Seller will return the purchase price to the Buyer without undue delay by making a cashless transfer to the account specified by the Buyer.

5.9. If a gift is provided to the Buyer together with the goods, the gift contract between the Seller and the Buyer is concluded with the cancellation condition saying that if the Buyer withdraws from the Purchase Contract, the gift contract concerning that gift shall cease to be effective and the Buyer shall be obliged to return to the Seller the provided gift together with the goods.

## **6. Transport and Delivery of Goods**

6.1. If the mode of transport is agreed on the basis of a special request made by the Buyer, the Buyer shall bear the risk and possible additional costs associated with this mode of transport.

6.2. 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 accept the goods upon delivery.

6.3. In the event that it is necessary to deliver the goods repeatedly or in a method other than as specified in the Order for reasons on the part of the Buyer, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with another method of delivery.

6.4. Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and to notify the carrier immediately in case of any defects. If the Buyer finds out that the packaging was broken, indicating unauthorized penetration of the consignment, the Buyer does not have to accept the consignment from the carrier. By accepting the consignment from the carrier and signing upon the acceptance of the consignment, the Buyer confirms that the packaging of the consignment containing the goods was intact. If the packaging is damaged but the Buyer is willing to accept the goods, it is recommended by the Seller, in accordance with the terms and conditions of the carrier, to accept the goods with reservation and to draw up the appropriate report with the carrier or to make photo documentation of damage to the packaging. The Seller is not responsible for such damage and the subsequent assertion of a claim with the carrier.

6.5. Other rights and obligations of the Contracting Parties in the transport of the goods may be regulated by the Seller's special delivery terms and conditions, if issued by the Seller.

## **7. Rights Arising from Defective Performance**

7.1. Rights and obligations of the Contracting Parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular by the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).



7.2. The Seller is responsible to the Buyer for the fact that the goods are free of defects upon acceptance. In particular, the Seller is responsible to the Buyer for the fact that, at the time when the Buyer accepted the goods:

7.2.1. the goods have the properties agreed upon by the Contracting Parties or, in the absence of such an agreement, the properties described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the goods and on the basis of the Seller's or the manufacturer's advertising,

7.2.2. the goods are fit for the purpose stated by the Seller for their use or the purpose for which goods of this kind are usually used,

7.2.3. the goods correspond in quality or design to the agreed sample or model, if the quality or design were determined on the basis of the agreed sample or model,

7.2.4. the goods are in the appropriate quantity, measure or weight, and

7.2.5. the goods meet the requirements of legal regulations.

7.3. The provisions specified in Article 7.2 of the Business Terms and Conditions shall not apply in case of goods sold at a lower price to a defect for which the lower price has been agreed, to wear and tear of the goods caused by their normal use, in case of used goods to a defect corresponding to the degree of use or wear that the goods had when accepted by the Buyer, or if it follows from the nature of the goods.

7.4. If the defect becomes apparent within six months after acceptance, the goods are deemed to have been defective already at the time of acceptance. The Buyer is entitled to exercise the right arising from a defect that occurs in consumer goods within twenty-four months after acceptance.

7.5. The rights arising from defective performance (complaints) are exercised by the Buyer with the Seller at the registered office of cre8 s.r.o. at Květinová 2592/12a, 130 00 Praha 3.

7.6. Other rights and obligations of the Contracting Parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Procedure.

## **8. Other Rights and Obligations of the Contracting Parties**

8.1. The Buyer shall acquire the ownership of the goods by paying the full purchase price of the goods.

8.2. The Buyer acknowledges that the software and other components forming the e-shop web interface (including photos of the offered goods) are protected by copyright. The Buyer undertakes not to perform any activity that could allow him/her or third parties to interfere with or use the software or other components forming the e-shop web interface without authorization.





8.3. When using the e-shop web interface, the Buyer is not entitled to use mechanisms, software or other processes that could have a negative effect on the operation of the e-shop web interface. The e-shop web interface may be used only to the extent which is not to the detriment of the rights of other customers of the Seller and which is in accordance with its purpose.

8.4. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of the provision of Section 1826(1)(e) of the Civil Code.

8.5. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Praha 2, registration No.: 000 20 869, Internet address: <http://www.coi.cz>, is competent in respect of the out-of-court settlement of consumer disputes arising from the Purchase Contract.

8.6. The Seller is entitled to sell goods on the basis of a trade licence. Trade inspection is performed by the relevant trade licensing office within the scope of its competence. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection Authority supervises, to a limited extent, inter alia, compliance with Act No. 634/1992 Coll., on consumer protection, as amended.

8.7. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

## **9. Protection of Personal Data**

9.1. The method of processing the Buyer's personal data is specified in a separate document "Information on the Processing of Personal Data", which contains, inter alia, information to the extent required by the General Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data (known as the GDPR).

9.2. The processing of the Buyer's personal data usually takes place for the purpose of concluding and performing the Purchase Contract, for the purpose of fulfilling the legal obligation of the Seller and for the reason of legitimate interests of the Seller, which are justified in the document "Information on the Processing of Personal Data".

## **10. Sending Commercial Messages and Storing Cookies**

10.1. The Buyer agrees to the sending of information related to the Seller's goods, services or business to the Buyer's Email Address and to the sending of commercial messages by the Seller to the Buyer's Email Address. The Buyer has the option of easily refusing the consent to such sending of information. The method of processing the Buyer's personal data for the purpose of sending information is specified in a separate document "Information on the Processing of Personal Data".

10.2. The Buyer agrees to the storage of the so-called cookies in his/her computer. If it is possible to make a purchase on the Website and to fulfil the Seller's obligations under the Purchase Contract without storing the so-called cookies in the Buyer's computer, the Buyer may withdraw the consent under the previous sentence at any time.





## 11. Delivery

11.1. Unless otherwise agreed, all correspondence related to the Purchase Contract must be delivered to the other Contracting Party in writing, either by email, in person or by registered post through the postal service provider (at the option of the sender). Correspondence to the Buyer is delivered to the email address specified in the Buyer's User Account.

## 12. Final Provisions

12.1. If the relationship established by the Purchase Contract contains an international (foreign) element, the Contracting Parties agree that the relationship shall be governed by Czech law. This shall not affect the consumer's rights arising from generally binding legal regulations.

12.2. Should any provision of the Business Terms and Conditions be or become invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Changes or amendments to the Purchase Contract or the Business Terms and Conditions require written form.

12.3. The Purchase Contract, including the Business Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.4. A sample form for withdrawal from the Purchase Contract forms an annex to the Business Terms and Conditions.

12.5. Seller's contact information:

delivery address of cre8 s.r.o.:

cre8 s.r.o., with its registered office at Květinová 2592/12a, 130 00 Praha 3,

email address: info@cre8.cz

phone: +420 730 899 214.

In Prague, on 23 July 2020

