

## General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the „**Terms and Conditions**“) apply to contracts entered into through the online Sewing for dolls Store at the web interface [www.sewing-for-dolls.com](http://www.sewing-for-dolls.com) (hereinafter referred to as the „**web interface**“) between businesswoman

Dita Mrzkova, based Uherska 630, 190 17, Praha 9 - Vinor, Czech Republic

ID: 67020968 - non VAT

registered in the Trade Register administered by the Prague 19 City Office

postal address: Dita Mrzkova, Uherska 630, 190 17, Praha 9 - Vinor, Czech Republic

contact e-mail: [dita@sewing-for-dolls.com](mailto:dita@sewing-for-dolls.com)

as **the seller**

and you as **the buyer**.

### 1. INTRODUCTORY PROVISION

#### 1.1. Summary of Business Terms and Conditions

**With the purchase agreement we commit to supply you the goods specified in the order, and you agree to accept the goods and pay the purchase price to us. To conclude the contract, you need to place an order and accept it from us.**

**Pro uzavření smlouvy je potřeba, abyste podali objednávku a aby došlo k jejímu přijetí z naší strany (referred to in Article 2). Price information is available in Article 3. For possible payment and delivery methods, please refer to Articles 4 and 5. Information on the possibility of withdrawal, after taking over the goods, is in Article 6. Complaints are processed according to the [Complaints Procedure](#).**

#### 1.2. Is this a consumer contract?

A consumer contract is if you're a consumer, ie. If you are a natural person purchasing goods outside their business or outside independent exercise of their profession. Otherwise, the Consumer Agreement is not applicable and your consumer protection is not covered by the law and these terms and conditions.

#### 1.3. How are our mutual rights and responsibilities governed?

First of all, it is governed by a contract that consists of the following documents:

- these business terms that define our mutual rights and obligations;
- [Complaints Procedure](#), by which we will proceed to claim the goods;
- [Privacy Policy](#) that governs the protection of your personal information;
- the conditions and instructions given on the web interface, especially during the conclusion of the contract;
- order and acceptance by us,

and issues not covered by the contract, our mutual rights and obligations governed by Czech law, particularly following legislation:

- Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the „**Civil Code**“);
- Act No. 634/1992 Coll., on Consumer Protection, as amended (only if you are a consumer).

If your place of residence is outside the Czech Republic, or if our legal relationship includes another international element, you agree that our relationship is **governed by Czech law**. If you are a consumer and the law of your country of residence provides a higher level of consumer protection than the Czech legal order, this higher level of protection is provided to you in legal relationships.

#### **1.4. How do you agree to the terms and conditions?**

By sending an order and confirming at the web interface you confirm that you have become acquainted with these terms and conditions and agree to them.

#### **1.5. What more should you know about business terms?**

In the event that any provision of these terms and conditions is invalid, ineffective or unusable (or becomes) will be used instead provision that his sense of his closest. This does not affect the validity of the other provisions.

We may change or complement the terms of business terms. Your rights and obligations are governed by each business terms, for which efficacy arise. **Modify or amend terms and conditions can only be in writing.**

## **2. PURCHASE CONTRACT**

### **2.1. How do we make a purchase agreement?**

For a conclusion of the contract you must send an order in accordance with these terms and conditions and accept this order from us. **Please note that the presentation of the goods on the web interface is informative and not our proposal to conclude a contract within the meaning of § 1732 (2) of the Civil Code.**

### **2.2. How to place an order?**

You can always submit an order through the web interface (filling in forms) or other means that according to information on the web interface allows. The order must contain all the information required on the form.

Before sending orders through the order form you will be informed of the ordering summary, including the final price (including all taxes, duties and charges). **Within the recap you have the last chance to change the entered data.**

To submit a binding order, press the button „PLACE ORDER“. **We consider the information given in the binding order to be correct and complete.** If it changes, immediately notify us by e-mail.

**2.3. Can you cancel or change your sent order?**

You can cancel or change an order that we have not yet accepted by email. **All orders received by us are binding.** Later cancellation or change of order is possible only after agreement with us. If the order of goods for which the contract can not be withdrawn is abolished (in more detail in Article 6), we are entitled to reimbursement of the costs we have already incurred in connection with the contract.

**2.4. How do you find that we have accepted the order and when is the contract concluded?**

We will inform you that we have received the order. **The purchase contract is concluded at the moment when you receive a receipt of an order from us at the email address you provided when ordering.** Should the order not be received, the contract is concluded when you receive the ordered goods.

**2.5. Can you get a contract in text form?**

The documents making up the contract will be sent by e-mail or on your request is printed and mailed. When sending by post, we may ask you to cover the costs associated with it.

Documents constituting the contract are archived in electronic form. The contract is not accessible to third parties.

**3. PRICE**

**3.1. Can the price be changed on the web interface?**

If the price listed for goods on the web interface or during the order is no longer up to date, we will immediately notify you of this fact. However, the order received does not affect the price change that occurred between the time of the order and the receipt of the order from us.

In case that there is a clear technical error on our side when placing the price of the goods on the web interface or during the ordering, we are not obliged to deliver the goods for this very obviously incorrect price.

**3.2. Can discounts be combined with the price of the goods?**

Any discounts the price of goods can not be combined, unless the web interface explicitly stated otherwise.

**4. PAYMENT CONDITIONS**

**4.1. What method of payment are we accepting?**

You can pay the purchase price in the following ways:

- cashless before shipping the goods by transferring to our bank account (instructions will be communicated to you in the order confirmation);
- via PayPal service.

Any other payment methods and **any fees associated with certain forms of payment** are listed on the web interface.

**4.2. When does the purchase price mature?**

In the case of a non-cash payment by transfer to a bank account before the delivery of the goods, the price is payable within five days of receipt of the order, the price is paid when the relevant amount is credited to our bank account. When paying online Paypal, the price is payable immediately after you send your order. If we do not receive the price at maturity, we reserve the right to withdraw from the contract.

**4.3. Can we require a deposit or prepayment?**

Note that in accordance with § 2119 (1) of the Civil Code we are entitled to ask you **to pay the full price of the goods (or the deposit) before sending or handing it over.**

**4.4. How do we issue an invoice?**

By agreeing to these terms and conditions you consent to us issuing an invoice in electronic form.

**5. DELIVERY CONDITIONS**

**5.1. How do we ship goods?**

Ways of delivering goods, including the cost of delivery, are provided on the web interface. You can choose a specific way of delivering goods in your order.

The order will always state the final price that already includes the cost of the selected shipping.

**5.2. When do we deliver the goods?**

The delivery time of the goods always depends on their availability and on the chosen shipping and payment method. However, we can not influence delivery times by external carriers. If you have problems with delivery time, please contact us and we will solve with the carrier.

Goods that are in stock will generally be shipped within two business days of crediting to our account (for non-cash payment).

Goods that are not in stock will be shipped as soon as possible. We will inform you about the exact date. If goods that are not in stock will no longer be able to deliver (eg because only one piece of such goods is available), we will inform you immediately and offer you an appropriate solution. At the same time, we have the right to withdraw from the contract.

Deliveries of goods under these terms and conditions are the moment when the goods are delivered to you. If you unreasonably refuse to accept the goods, this is not considered to be a breach of our obligation to deliver our goods or to withdraw from your contract.

Ownership of the goods are acquiring upon payment of the full purchase price.

### 5.3. How to proceed when picking up goods?

**When taking the goods check the integrity of the packaging.** If you find defects immediately notify the carrier and us. If you refuse to accept a shipment with a damaged wrapper, it is not considered to be an unjustified refusal of the goods.

The moment of taking over the goods (or when you were obliged to take over the goods but did not do so in contravention of the contract), you are liable for the accidental destruction, damage or loss of the goods.

### 5.4. What happens if you do not take goods?

If it is necessary for you to deliver the goods repeatedly or otherwise than in the agreed manner, **you are obliged to pay the costs associated with such delivery.**

If you do not take the goods unreasonably, **we are entitled to reimbursement of the costs associated with the delivery and storage of the goods** as well as other costs incurred by us for non-acceptance of the goods.

If you have already paid the purchase price, we also have the right to proceed to the self-help sale of goods under § 2126 of the Civil Code.

## 6. WITHDRAWAL FROM THE BUYER'S CONTRACT

### 6.1. How can you withdraw from the contract?

You can withdraw from the purchase contract as a consumer **within 14 days of taking over the goods without giving any reason**; if the delivery is divided into several parts, from the date of receipt of the last delivery. We are advised to send a notice of withdrawal from the sales contract to our postal address along with the goods or by e-mail and immediately send us the goods to our postal address. A sample form may be used to withdraw from the contract.

### 6.2. What are the consequences of withdrawal?

By withdrawing from the contract, the contract is canceled from the outset and viewed as if it had not been sealed.

If we give you a gift together with the goods with your consent, the gift agreement will be canceled by withdrawal from any of the parties. Give your gift back along with the returned goods.

### 6.3. How do you return the goods?

You are required to return the goods within 14 days of withdrawal from our contract to our postal address. **Do not send the cash on delivery**, we are not obliged to accept it.

We recommend that you attach this to the returned goods:

- a copy of the delivery note and the invoice (if issued) or another document proving the purchase of the goods;
- a written statement of withdrawal (on our form or otherwise) and the selected method of refund.

**If you do not submit any of these documents, does not preclude a positive process your withdrawal under legal conditions.**

**6.4. When do you get your money back?**

We will refund all received funds within 14 days of withdrawal. Please note, however, that we are not obliged to return your money before returning the goods or proving that you have sent us the goods.

Besides the purchase price and you are entitled to recover the cost to deliver goods to you. However, if you chose other than the cheapest delivery method that we offer, we will refund the cost of delivery of goods **in the amount corresponding to the cheapest way of delivering the goods.**

We will return the money in the same way we accepted it (if you do not share with us within ten days of your withdrawal, and you will not incur any additional costs), or in the way you require.

**The costs associated with sending the returned goods to our address are payable by you, even if the goods can not be returned by normal mail for their character.**

**6.5. What if the returned goods were damaged?**

When shipping, pack the goods in a suitable package to avoid damage or destruction.

If we find that returned goods are damaged, worn out, soiled or partially consumed, you are responsible for this loss of value.

**6.6. When you can not withdraw from the contract?**

In accordance with § 1837 of the Civil Code, it is not possible to withdraw, inter alia, from contracts for the supply of goods which have been adjusted to your wishes or for your person.

**6.7. When can we withdraw from the contract?**

We reserve the right to withdraw from the contract in the following cases:

- we did not receive the purchase price at your due date or you did not take over the goods;
- goods for objective reasons can not be delivered under the original conditions;
- performance becomes objectively impossible or unlawful.

In the event of any of the above, we will promptly inform you of our withdrawal.

If you have already paid in full or in part for the purchase price, we will refund the amount you received within five days of withdrawal, cashless to an account that you provide to us for this purpose or from which you have made a payment.

**7. OBLIGATIONS FROM DEFECTIVE PERFORMANCE**

Your rights to defective performance are governed by applicable laws and regulations (especially regulations § 1914 to 1925, § 2099 to 2117 and, if you are a consumer, § 2158 to 2174 of the Civil

Code). In the exercise of the rights of defective performance, we will proceed in accordance with our [Complaints Procedure](#).

## 8. OTHER INFORMATION FOR THE CONSUMER

### 8.1. What authorizations do we have to do business?

We are authorized to sell the goods based on a trade license. Our activity is not subject to any other authorization.

### 8.2. How do we handle complaints?

We handle any complaints through our contact e-mail. You can also contact the relevant Trade Licensing Office or the Czech Trade Inspection Authority.

### 8.3. What are your rights to a consumer dispute?

If you are a consumer and if there is a dispute between us that we will not be able to resolve directly, you have the right to address this dispute at the Czech Trade Inspection Authority (address: The Czech Trade Inspection Authority, Central inspectorate - department ADR, Stepanska 15, 120 00 Prague 2; web interface: [www.coi.cz](http://www.coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz); electronic contact: [adr@coi.cz](mailto:adr@coi.cz); telephone: +420 296 366 360) for out-of-court settlement of consumer disputes. You may claim this right within one year from the date you first applied to us the right that is the subject of this consumer dispute.

To file a complaint about the goods or services you have purchased from us, and you can also use the on-line platform to find an ADR entity, which is set up by the European Commission at: [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr).

## 9. REGISTER ON WEB INTERFACE

### 9.1. How can you register on a web interface?

By registering through the registration form on the web interface, a user account is established. **Access data into a user account, keep it a secret. We are not responsible for any third party abuse of the user account.**

The information provided during registration must be true and complete. **An account during the creation were used false or incomplete information, we can cancel without compensation.** If your data has changed, we recommend you to update it without delay in your user account.

### 9.2. What is the user account for?

Using a user account, you can order goods, track orders, and manage your user account. Any other user account features are always listed on the web interface.

### 9.3. When can we cancel your user account?

**Please note that we have the right to cancel your user account without compensation if your account violates good morals, applicable law, or these terms and conditions.**

## **10. PROTECTION OF COPYRIGHT, LIABILITY AND USE OF WEB INTERFACE**

### **10.1. Is the content of the website protected by copyright?**

Website content placed on a web interface (including terms and conditions texts, photographs, images, logos, software, downloadable free products, etc.) are protected by our copyright or the rights of others. You may not modify, copy, reproduce, distribute or use the content for any purpose without our consent or agreement from the copyright holder. In particular free or paid disclosure of photos, texts and virtual products placed on web interface is forbidden.

The names and labels of products, goods, services, firms and companies may be registered trademarks of their respective owners.

### **10.2. Responsibility and use of the web interface**

We are not responsible for any errors resulting from interference of third parties into the web interface or as a result of its use in conflict with its purpose. When using the web interface, you must not use procedures that could interfere with the system's functionality or overload the system.

If you commit any illegal or unethical behavior when using the web interface, we may limit, suspend, or cancel your access to the web interface, without any compensation. In this case, you are also obliged to pay us the damages that are demonstrably incurred by your actions under this paragraph, in full.

**Please note that by clicking on any links in the web interface may be leaving the web interface and may redirect you to the websites of third parties.**

These Terms and Conditions are valid and effective from **January 1, 2018**.