

Terms and Conditions

company Grigoriy Kushch INFOBUS
registered address: Pod Harfou 938/42, Prague 9 - Vysočany
reg. No. 70067708

company incorporated in Commercial Register in Municipal Court in Prague, section A, insert 40143
for the sale of goods through an online store located at an internet address kornati.art

1. Introductory provisions

- 1.1. These terms and conditions (hereinafter referred to as "terms and conditions") of the business company Grigoriy Kushch INFOBUS, with its registered office at Pod Harfou 938/42, Prague 9 - Vysočany, identification number: 70067708, entered in the Commercial Register kept by Municipal Court in Prague -, section A, insert 40143 (hereinafter referred to as the "seller") are regulated in accordance with the provisions of Section 1751, Paragraph 1 of Act No. 89/2012 Coll., the Civil Code, in wording of later regulations (hereinafter referred to as the "Civil Code") mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another natural person (hereinafter referred to as the "buyer") of the seller. The online store is operated by the seller on a website located at the Internet address kornati.art (hereinafter referred to as the "website"), through the interface of the website (hereinafter referred to as the "web interface of the store").
- 1.2. The 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 acts when ordering goods in the course of their business or in the course of their independent profession.
- 1.3. Provisions deviating from the terms and conditions can be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
- 1.4. The provisions of the terms and conditions are an integral part of the purchase contract. The purchase contract and terms and conditions are drawn up in the Czech language. The purchase contract can be concluded in Czech, Russian and English.
- 1.5. The wording of the terms and 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 version of the terms and conditions.

2. Order Form

- 2.1. The web interface of the store allows the buyer to order goods without registration directly from the web interface of the store via the order form.
- 2.2. When ordering goods, the buyer is obliged to state all data correctly and truthfully. The information provided by the buyer in the order form is considered correct by the seller.

3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. All presentation of goods placed in the web interface of the store is of an informative nature and the seller is not obliged to enter into a purchase contract regarding these goods. The provisions of § 1732 para. 2 of the Civil Code shall not apply.
- 3.2. The web interface of the store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if the goods cannot, by their nature, be returned by regular mail. The prices of 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 web interface of the store. This provision does not limit the seller's ability to enter into a purchase contract under individually agreed conditions.
- 3.3. The web interface of the store also contains information on the costs associated with the packaging and delivery of goods. The information on costs associated with the packaging and delivery of goods listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic.
- 3.4. To order goods, the buyer fills in the order form in the web interface of the store. The order form contains in particular information about:
 - 3.4.1. the ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),
 - 3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and
 - 3.4.3. information on the costs associated with the delivery of goods (hereinafter collectively referred to as "order").
- 3.5. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer entered in the order, even with regard to the buyer's ability to detect and correct errors made when entering data into the order. The buyer sends the order to the seller by clicking on the "Send order" button. The data listed in the order they are deemed correct by the seller. Immediately after receiving the order, the Seller will confirm this receipt to the Buyer by e-mail to the Buyer's e-mail address specified in the order (hereinafter referred to as the "Buyer's e-mail address").
- 3.6. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the seller is always entitled to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).
- 3.7. The contractual relationship between the seller and the buyer arises from the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the buyer's e-mail address.

4. PRICE OF GOODS AND PAYMENT TERMS

- 4.1. The price of the goods and any costs associated with the delivery of goods under the purchase contract, the buyer may pay the seller in the following ways:

in cash on delivery at the place specified by the buyer in the order;
- 4.2. Along with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.
- 4.3. The seller does not require a deposit or other similar payment from the buyer.

- 4.4. In the case of cash on delivery, the purchase price is payable upon receipt of the goods.
- 4.5. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.
- 4.6. If this is customary in business relations or if so stipulated by generally binding legal regulations, the seller shall issue a tax document - an invoice - to the buyer regarding payments made on the basis of the purchase contract. Seller payer of value added tax. The tax document - invoice will be issued by the seller to the buyer after payment of the price of the goods and will be sent in electronic form to the buyer's electronic address.
- 4.7. According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 5.1. In accordance with the provisions of § 1829 par. 1 of the Civil Code, the buyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods. period from the date of receipt of the last delivery of goods. 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 provided by the seller, which forms an annex to the terms and conditions. Withdrawal from the purchase contract can be sent by the buyer to the address of the seller's office or to the seller's e-mail address art.kornati@gmail.com.
- 5.2. In the event of withdrawal from the purchase contract pursuant to Article 5.1 of the Terms and Conditions, the purchase contract is canceled from the beginning. The goods must be returned to the seller by the buyer within fourteen (14) days from the delivery of the withdrawal from the purchase contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of goods to the seller, even if the goods can not be returned due to its nature by regular mail.
- 5.3. In the event of withdrawal from the purchase contract pursuant to Article 5.1 of the Terms and Conditions, the seller will return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract by the buyer, in the same way as the seller received from the buyer. 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 sent the goods to the seller.
- 5.4. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the buyer's right to a refund of the purchase price.
- 5.5. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time, until the goods are taken over by the buyer. In such a case, the seller will return the purchase price to the buyer without undue delay, non-cash to the account designated by the buyer.

6. TRANSPORTATION AND DELIVERY OF GOODS

- 6.1. In the event that the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any 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 take over the goods upon delivery.
- 6.3.In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. 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 in case of any defects immediately notify the carrier. In the case of finding a violation of the packaging indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier. This does not affect the buyer's rights from liability for defects in the goods and other rights of the buyer arising from generally binding legal regulations.
- 6.5.Other rights and obligations of the parties in the transport of goods may be governed by the special delivery conditions of the seller, if issued by the seller.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

- 7.1.The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On consumer protection, as amended).
- 7.2.The seller responds to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time when the buyer took over the goods:
 - 7.2.1. the goods are fit for the purpose stated by the seller for their use or for which goods of this kind are usually used,
 - 7.2.2. the goods are in the appropriate quantity, measure or weight; and
 - 7.2.3. the goods comply with the requirements of legal regulations.
- 7.3.The rights from the liability for defects of the goods apply to the seller.
- 7.4.The buyer may specifically exercise the rights from liability for defects of the goods, especially in person at the address Pod Harfou 938/42, Prague 9 - Vysočany, by phone at +420 774 636 287 or by e-mail at the address art.kornati@gmail.com.
- 7.5.The buyer shall inform the seller which right he has chosen, upon notification of the defect, or without undue delay after notification of the defect. The buyer cannot change the choice made without the consent of the seller;
- 7.6.Whoever has the right according to § 1923 of the Civil Code, is also entitled to reimbursement of costs expediently incurred in exercising this right. However, if the right to compensation is not exercised within one month after the expiry of the period within which the defect must be alleged, the court will not grant the right if the seller objects that the right to compensation was not exercised in time.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 8.2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.
- 8.3. The handling of consumer complaints is provided by the seller via the electronic address art.kornati@gmail.com. The seller will send information on the settlement of the buyer's complaint to the buyer's e-mail address.
- 8.4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a purchase contract.
- 8.5. European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on the resolution of consumer disputes online and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (the Regulation on consumer dispute resolution online).
- 8.6. The seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises 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 in the sense of § 1765 paragraph 2 of the Civil Code.

9. PROTECTION OF PERSONAL DATA

- 9.1. Its obligation to provide information to the buyer within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as the “GDPR Regulation”) related to the processing of the buyer's personal data for the purposes of fulfilling the purchase contract, for the purposes of negotiating the purchase contract and for the purposes of fulfilling the public law obligations of the seller.

10. SENDING COMMERCIAL MESSAGES AND STORING COOKIES

- 10.1. Pursuant to the provisions of Section 7, Paragraph 2 of Act No. 480/2004 Coll., On Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, the Buyer agrees to send commercial communications by the Seller to an electronic address. or to the telephone number of the buyer. The seller fulfills its information obligation towards the buyer within the meaning of Article 13 of the GDPR Regulation related to the processing of the buyer's personal data for the purpose of sending commercial communications by means of a special document.
- 10.2. The buyer agrees to the storage of so-called cookies on his computer. If it is possible to make a purchase on the website and fulfill the seller's obligations under the purchase

contract without storing so-called cookies on the buyer's computer, the buyer may revoke the consent under the previous sentence at any time.

11. DELIVERY

11.1. It can be delivered to the buyer to the buyer's email address.

12. FINAL PROVISIONS

12.1. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. The choice of law under the previous sentence does not deprive the consumer who is a consumer of the protection afforded to him by the provisions of the law which cannot be derogated from by contract and which would otherwise apply under Article 6 (1) of Regulation Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

12.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision will 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 other provisions.

12.3. The purchase contract, including business conditions, is archived by the seller in electronic form and is accessible.

12.4. The appendix to the terms and conditions is a sample form for withdrawal from the purchase contract.

12.5. Seller's contact details: delivery address Pod Harfou 938/42, Prague 9 - Vysočany, postal code 190 00, e-mail address art.kornati@gmail.com, telephone +420 774 636 287

In Prague 08.07.2020

Notification of withdrawal from the contract

Customer:

Name and surname.....

Phone No., e-mail

Provider:

Grigoriy Kushch INFOBUS

Reg. No. 70067708

registered address: Pod Harfou 938/42, 190 00 Prague, Czech Republic,

company incorporated in Commercial Register in Municipal Court in Prague, section A, insert 40143

Dear Sir/Madam

on by means of your e-shop www.kornati.art

I concluded with you a contract concerning

number of invoice

With regard to the fact that the contract was concluded remotely (using the Internet), I have decided to use my right pursuant to provisions of § 1829 art. 1 in conjunction with § 1837 letter a) of Act No. 89/2012 Coll., Civil Code, as amended, and I'm hereby notifying you about my withdrawal from the contract.

I wish to withdraw from the contract in full

I'm hereby requesting you to refund the initially paid amount CZK onto my bank account, bank....., not later than within 14 days from the date of delivery of this notification of withdrawal from the contract.

In, date.....

.....
(handwritten signature or electronic signature)

Attachments:

- invoice number..... (a copy)