

PRELIMINARY PROVISIONS

1. These terms and conditions (the “Conditions”) are applicable to legal relations originating from concluding agreements via the online shop purtana.com (the “E-shop”).
2. The Seller is company **spa4biz s.r.o.**, ID No.: 28961277, **Baarova 802/43, Michle, 140 00 Prague 4**, Czech Republic, registered in the Commercial Register administered by the Municipal Court in Prague, File No. C 156097 . Information about the Seller including contact details are available on the E-shop’s website.
3. The Buyer is any person to whom the Seller agrees to deliver ordered goods to and agrees to enable the Buyer to acquire the ownership title to such goods. The Buyer agrees to accept the delivery and pay the purchase price to the Seller. If the Buyer is a consumer (in accordance with existing legal definition), relevant legal provisions concerning trading with consumers are binding for the Buyer and the Seller.
4. The Buyer’s and Seller’s rights and obligations are governed by the Conditions and by the Czech law. If a legal relation established by a purchase agreement contains an international (foreign) element, contracting parties agree that such legal relation is governed by the Czech law, with all conflict-of-law rules being excluded. If the Buyer is a consumer with residence within the EU, the Buyer is further protected by applicable mandatory provisions of the country of Buyer’s residence.

II

CONCLUSION OF AGREEMENT

1. The purchase agreement (the “Agreement”) is concluded between the Seller and the Buyer from the Buyer’s submitted order which was made via an order form according to the current offer of goods on the E-shop’s website www.purtana.com. Such order is considered to be a proposal of the Agreement and becomes binding if confirmed by the Seller.
2. Every order must contain at least the following essential information:
 - a) the Buyer’s identification – name, surname, Company ID No. if entrepreneur, registered address/office/place of business, e-mail address, phone number;
 - b) identification of the product according to the current offer on the E-shop’s website;
 - c) required amount of goods;
 - d) price without VAT and with VAT;
 - e) the Buyer’s billing address if different from information stated in a).

The order is not considered a due order if it does not contain necessary information and it is not possible to confirm such order. In such case the Seller notifies the Buyer without undue delay in order to fix such order. If the order is not fixed by the Buyer, the order is considered incomplete and invalid.

3. The order is received by the Seller via means of electronic communication. The order is binding for the Buyer.

4. After the Seller receives the order he must confirm this fact to the Buyer. If within thirty (30) days from receiving the order the Seller fails to confirm the order or fails to propose a new agreement, the order will be invalid. The Seller reserves the right to notify the Buyer that he cannot provide the goods, including but not limited to when the goods are not produced, provided, or are sold out or in other cases when there is a good reason. If the Seller cannot provide and deliver the ordered goods, he must offer appropriate compensation to the Buyer if it is in his capacity. The Buyer must a) express that s/he agrees with the delivery of substitute goods and then a purchase agreement on the delivery of substitute goods is concluded or; b) express that s/he does not agree with the delivery of substitute goods thus the original order is considered terminated.
5. This Agreement is considered concluded at the moment when the Buyer receives the confirmation of the order. If the confirmation is made regarding only a part of the goods, the Agreement applies only to the goods specified in the confirmation.
6. The Buyer agrees with the usage of means of remote communication to conclude the Agreement. The Buyer's costs arising from using such means to conclude the Agreement (e.g. the cost of Internet connection, the cost of phone calls) are borne solely by the Buyer.
7. The Buyer understands that the Seller has no obligation to conclude an agreement with any person, including but not limited to persons who materially breached their obligation to the Seller in the past.
8. By placing the order the Buyer confirms that s/he has read the Conditions and that s/he fully agrees with them.

III

DELIVERY OF GOODS

1. By virtue of the Agreement the Seller agrees to deliver the right goods and to enable the Buyer to acquire the ownership title to such goods, and the Buyer agrees to accept the delivery and to pay the purchase price to the Seller. The goods are delivered to the place of delivery specified by the Buyer in the order, and such place is then considered to be the place of payment.
2. Based on the concluded Agreement, the Seller will deliver the goods to the Buyer after the purchase price is clear in favour of the Seller's bank account. The delivery period is usually 3 – 7 working days after the payment of the purchase price is cleared in favour of the Seller's bank account if the goods are in stock, however no more than 30 days after the payment of the purchase price is cleared in favour of the Seller's bank account. The goods are delivered to the Buyer or to any authorized person by a person authorized by the Seller (the "shipper"), usually by a holder of a postal licence, according to the method of the goods delivery which the Buyer chose from the delivery possibilities listed on our webpage. After the lapse of time to no effect the parties can agree on longer delivery time; if such delivery time is not agreed upon, the Agreement is considered terminated after the expiry of this time and the Seller is then obliged without delay to pay back to the Buyer the whole financial amount which was as a purchase price of the ordered goods credited to the Seller's bank account, concretely back to the Buyer's bank account from which this amount was transferred in favour of the Seller.
3. The Seller points out that postage is not included in the price of the goods and will be added to the purchase price. Delivery price is shown before the order is completed in the order form.

4. The goods are delivered in regular packaging from a producer. All information about the delivered goods is available to the Buyer for download on the Seller's websites www.purtana.com. Simultaneously with the shipment of the goods, the Seller sends an invoice with features of a tax document to the Buyer by email, concretely to the Buyer's email address which the Buyer filled in the order form. The Buyer must confirm the due delivery of the goods with his/her signature according to the instructions of the holder of a postal licence or another shipper.
5. The Seller is a VAT registered company. Under the Act on Registration of Sales the Seller must issue a receipt and provide it to the Buyer. At the same time, the Seller must register the accepted payment with the Financial Authority online; in the event of a technical failure no later than within forty-eight (48) hours.

IV

PURCHASE PRICE AND PAYMENT TERMS

1. The purchase price means the price displayed with the goods in the E-shop on the Seller's website www.purtana.com. The price of the goods displayed on the Seller's website www.purtana.com includes also VAT unless otherwise explicitly stated by the Seller. The purchase price is confirmed by the Buyer at the time of the order placement and is afterwards confirmed by the Seller and becomes binding from the moment when the Agreement is concluded.
2. The Buyer must pay the purchase price when completing his/her order of the goods. The purchase price may be paid only with a cashless-payment method via either the portal Pay Pal or other payment gateway listed on our webpage. The purchase price is considered to be paid at the time when the payment of the purchase price is cleared in favour of the Seller's bank account. Should the purchase price stay uncleared for more than 30 days from placing of the order, then the Agreement is considered terminated after the expiry of this period. Should the purchase price be cleared after the expiry of this period, then the Seller is obliged without delay to pay back to the Buyer the whole financial amount which was as a purchase price of the ordered goods credited to the Seller's bank account, concretely back to the Buyer's bank account from which this amount was transferred in favour of the Seller.

V

WITHDRAWAL FROM AGREEMENT

1. If the Buyer is a consumer as amended by Act No. 89/2012 Coll., of the Civil Code, and is therefore a person not acting within his/her capacity as an entrepreneur, a trader, or a professional, the Buyer has the right without providing any reason or without any penalties applied to withdraw from the Agreement within fourteen (14) days from the time of accepting the delivery of the goods. The withdrawal form is available [HERE](#).
2. If the Buyer is not a consumer, the Buyer has the right to withdraw from the Agreement only in cases stated by the law.
3. In case of withdrawal, the Buyer must send the notice of withdrawal in writing to the address

of the Seller's registered office. In case of withdrawal, the Buyer – consumer as determined by (V) (1) of the Conditions must do so no later than within fourteen (14) days from the day of the accepting of the delivery of the goods. In the notice of withdrawal the Buyer must identify the goods being returned, s/he must include information that clearly identifies the relevant agreement, preferably the order day and order number, the date of the accepting of the delivery of the goods and the Buyer's account number in case s/he requires a refund of the purchase price to be credited to the bank account. In case of withdrawal the Buyer – consumer must return the goods to the Buyer no later than within fourteen (14) days from the time of the withdrawal from the Agreement. If the Buyer-consumer does not propose the Seller that s/he requires the refund to be credited to his/her bank account, the Buyer will be refunded by a postal order to the address which was provided as his/her delivery address during the contractual process. The Seller must return the purchase price and delivery costs to the Buyer – consumer after the Seller receives the returned goods from the Buyer. The Buyer has no right to compensation of actually incurred costs connected with returning the goods and the costs are solely borne by the Buyer.

4. If the Buyer exercises his/her right to withdraw under (V) (1) or (2) of the Conditions, s/he must return to the Seller everything that was included in the Agreement. The Buyer must return the goods in the original and undamaged packaging, the goods must be clean, whole and with the original tax document. If the aforementioned is not possible (e.g. in the meantime the goods were damaged or consumed by the Buyer not acting in good faith or by the Buyer abusing the right to withdraw), the Buyer must award the Seller financial compensation amounting to the value of what cannot be returned. The Seller has the right to require such compensation and may credit his claim against the claim to a refund of the purchase price.
5. If the Buyer receives other goods at a reduced price (alternatively at a symbolic price or as a gift) as a bonus for the goods ordered at a certain price, provisions herein, (V) (1) or (2), are applicable also to the goods delivered at a reduced price. In such case the Buyer must return any such goods delivered under a relevant agreement, unless the Seller informs him that he does not insist on returning such goods.

VI

RIGHTS FROM DEFECTIVE PERFORMANCE, QUALITY GUARANTEE

1. The liability of the Seller is governed by relevant applicable law as amended. If not stated otherwise, the Seller provides quality warranty for the goods until an expiration date displayed on the packaging.
2. The Buyer must duly inspect the delivered goods and inform the Seller without undue delay about any discovered defects. A later claim about the kind, number or damage to the goods during shipping will not possibly be taken into consideration. The Buyer also confirms with his/her signature that the goods were delivered in good order. If the goods are damaged, the Buyer can refuse to accept the delivery.
3. If the goods do not correspond to the goods under the Agreement after the Buyer has accepted the delivery of such goods, the Buyer has the right to the following: the Buyer must without undue delay and free of charge return the goods to the conditions stated in a purchase agreement and that must be made by delivering new goods; if such steps are not possible, the Buyer may require a fair discount on the purchase price.

4. If the Buyer is a consumer or if he/she did not buy the goods in relation to his/her business activities, his/her rights from defective performance are pursuant to the provision of Section 2099 et seq. of Act No. 89/2012 Coll., of the Civil Code, and his/her rights are as follows: if defective performance constitutes material breach of the Agreement, the Buyer – consumer has the right a) to request new defect-free goods or missing goods, b) to a repair of the goods, c) to a fair discount on the purchase price, d) to withdraw from the Agreement. The Buyer – consumer informs the Seller which one of the aforementioned rights s/he wishes to exercise at the time of informing the Seller about the defect or without undue delay after informing him about the defects. If the Buyer does not choose his/her right to exercise within the specified time, his/her rights are as in the case of non-material breach of the Agreement. In case of non-material breach, the Buyer has the right to require a repair of the defect or to a fair discount on the purchase price. Other legal claims of the Buyer – consumer in the case of defective performance are governed by Section 2099 et seq. of Act No. 89/2012 Coll., of the Civil Code.
5. Any claim shall be considered by the Seller within 30 (thirty) days of receiving such a claim.
6. Notwithstanding legal exceptions, the Buyer cannot withdraw from the Agreement or request delivery of new goods if s/he cannot return the goods in the same condition in which the goods were delivered.
7. The Seller reserves the right to withdraw from the Agreement with such a Buyer whose warranty claims are not adequate or whose shopping on the E-shop's website shows speculative nature.
8. The form for the notification of a defect covered by a quality guarantee and/or for asserting the right arising from a defective performance is available [here](#).

VII

PERSONAL DATA PROTECTION

1. By entering into the Agreement the Buyer acknowledges that the Seller will process his/her personal data particularly in order to perform the Agreement. Further information on processing of the Buyer's personal data by the Seller and on the Buyer's rights related to such processing is published within the Data Protection Policy which current version is available at the Seller's webpage [here](#).

VIII

OUT-OF-COURT SETTLEMENT

1. The Seller hereby informs the Buyer – consumer that in case of any dispute the Buyer may claim his/her right to an out-of-court settlement in the case of a consumer law dispute. This right can be exercised in the Czech Republic by filing a motion under the provision of Section 20n of the Act No. 634/1992 Coll., on consumer protection, with the following authority: the Czech Trade Inspection Authority (in Czech: *Česká obchodní inspekce*), Štěpánská 567/15, 120 00 Prague 2 – Nové Město, Czech Republic, website: <http://www.coi.cz>. All details on out-of-court settlement are available on the Czech Trade Inspection Authority website.

2. The European Commission also provides an out-of-court settlement procedure for disputes arising from online sales or service contracts: the Online Dispute Resolution which is available (including information on competent bodies) on the site: <http://ec.europa.eu/consumers/odr/>. The email address of the Seller for this purpose is info@purtana.com.
3. Further information on consumers' rights within the European Union is available on the website <http://www.evropskyspotrebitel.cz> of the European Consumers' Center in the Czech Republic (in Czech: *Evropské spotřebitelské centrum Česká republika*), Štěpánská 567/15, 120 00 Prague 2, Czech Republic, which is also a contact point under the Regulation of the European Parliament and of the Council (EU) No. 524/2013 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 consumer ODR).

IX

FINAL PROVISIONS

1. By conclusion of the Agreement the Buyer represents that s/he is fully acquainted with the Conditions and agrees that they form an integral part of the Agreement. The Buyer understands that the Conditions are binding under Section 1751(1) Act No.89/2012 Coll., of the Civil Code, for legal relations between the Buyer and the Seller if the Agreement does not contain derogation provisions.
2. The Seller reserves the right to change or add unilaterally information herein, particularly in case of change of business practices or in case of amendments to existing law. New version of the Seller's Conditions will be published by the Seller on his website.
3. Legal relations of the parties not expressly stated herein are governed by relevant provisions of Act No. 89/2012 Coll., of Civil Code, and by other relevant statutes.
4. The Seller is not liable for any damages resulting from circumstances that exclude the liability of the Seller, e.g. state interference, traffic restrictions and electricity failure, the E-shop system failure, strikes or road closures. Such circumstances constitute deferment of obligation performance on the part of the Buyer within time and of effect of such circumstances and during this period of time the Buyer will be not in default. The same applies if such circumstances occurred for the Seller's subcontractors. The Seller must notify the Buyer that the circumstances which exclude unlawfulness occurred without undue delay when it is technically possible.
5. The Conditions come into force and effect on the 5th of August 2020.