

Terms and Conditions

TERMS AND CONDITIONS of the company VELIARTE s.r.o with the registered office in Vítězství 121, Děčín XXXI-Křešice, 405 02 Děčín, Czech Republic, Id No.: 25009371. Company is registered in the Commercial Register and kept by Municipal Court in Ústí nad Labem, section C, insert 11210 for selling of merchandise through online shop at www.bohemiacrafts.com.

1. INTRODUCTORY REGULATIONS

1.1. These Terms and Conditions (hereinafter “terms and conditions”) of the company Good Work s.r.o with the registered office in Vítězství 121, Děčín XXXI-Křešice, 405 02 Děčín, Czech Republic, Id No.: 25009371. Company is registered in the Commercial Register and kept by Municipal Court in Ústí nad Labem, section C, insert 11210 (hereinafter “seller”) provide for mutual rights and obligations between contracting parties on the basis of a sales contract (hereinafter “sales contract”) made between seller and natural person or legal person (hereinafter “buyer”) via internet shop of seller. Internet shop is run by seller on www.bohemiacrafts.com through web interface of the shop (hereinafter “web interface”).

1.2. Terms and conditions also provide for rights and obligations between contracting parties when using seller’s webpage www.bohemiacrafts.com (hereinafter “webpage”) and for other related law relations. Terms and conditions do not apply on the cases when a person intending to buy merchandise from seller acts under his/her business activity when ordering merchandise.

1.3. Regulations differing from terms and conditions can be negotiated in sales contract. These differing regulations in sales contract take precedence over terms and regulations.

1.4. Terms and conditions are an integral part of sales contract. Sales contract and terms and conditions are made in Czech language. Sales contract can be made in Czech language.

1.5. Terms and conditions can be changed or amended by seller. Rights and obligations arising from the previous terms and conditions are not violated by the above mentioned regulation.

2. USER’S ACCOUNT

2.1. By buyer’s registering done on the webpage, the buyer can access his/her user’s interface. Buyer can order merchandise from his/her user’s interface (hereinafter “user’s account”). In case the web interface allows it, the buyer can order merchandise directly from the web interface of the shop without registering.

2.2. When registering and ordering merchandise, buyer is obliged to state all the details truthfully. Details stated in the user’s account has to updated whenever any change occurs. Details stated by buyer in the user’s account and when ordering are considered true by seller.

2.3. Access to user’s account is protected by user name and password. Buyer has to preserve secrecy about information needed for the access to his/her user’s account, and buyer is also aware of the fact that seller is not liable for violating of this regulation by buyer.

2.4. Buyer is not entitled to provide his/her account to third parties.

2.5. Seller can cancel user’s account, especially in case of buyer’s non-usage of the account for more than a year, or in case of buyer’s violation of sales contract (including terms and conditions).

2.6. Buyer is aware that user's account cannot be accessible continuously, especially in case of necessary hardware or software maintenance, or necessary maintenance of third party's hardware or software.

3. MAKING SALES CONTRACT

3.1. Web interface of the shop contains list of offered products, including prices of every product. Prices are stated inclusive of VAT and of any other charges. Product offer and prices are valid as long as they are displayed on the web interface. By this regulation, the possibility of making sales contract with special regulations is still available. All product offers placed on the web interface are tentative and seller does not have to make sales contract regarding this products.

3.2. Web interface of the shop also contains information about expenses regarding wrapping and delivery. Information about expenses regarding wrapping and delivery stated on the web interface does apply only for the territory of the Czech Republic.

3.3. Buyer fills in an order form on the web interface of the shop for ordering. The order form contains information about:

3.3.1. ordered products (ordered products are placed into the basket on the web interface of the shop)

3.3.2. type of payment for the products, details about preferred method of delivery

3.3.3. information about expenses regarding delivery (hereinafter "order").

3.4. Before placing an order for seller, buyer is enabled to control and change details, which were inserted by buyer (inclusive of detecting and correcting of mistakes made when ordering). The order is sent to seller by clicking on the button "order". Details in the order are considered true by the seller. Seller confirms receiving of the order by sending an email to buyer. This email is the one stated on the web interface or in the order (hereinafter "buyer's email").

3.5. Concerning the character of the order (amount of items, price, expected expenses regarding delivery), seller is always entitled to ask the buyer for additional confirmation of the order (in writing or by phone).

3.6. Contractual relation between seller and buyer is established by confirmation of order acceptance, which is sent to buyer on his/her email address by seller via email.

3.7. Buyer is aware that seller does not have to make sales contract, especially with persons who previously violated sales contract (inclusive of terms and conditions).

3.8. Buyer agrees on using long-distance communication devices when making sales contract. Expenses originating from using long-distance communication devices regarding making sales contract (internet expenses, telephone expenses) are paid for by the buyer.

4. PRICES AND TERMS OF PAYMENT

4.1. Price of products and potential expenses regarding delivery as stated in sales contract can be paid by the buyer as follows:

4.1.1. cash in the seller's shop at Vítězství 121, Děčín XXXI-Křešice, 405 02 Děčín, Czech Republic;

4.1.2. COD at the address of the buyer as stated in the order;

4.2. Buyer is also obliged to pay for expenses regarding wrapping and delivery together with the price. Unless stated otherwise, price hereinafter includes expenses regarding wrapping and delivery.

4.3. In case of paying cash or COD, price is due for payment when collecting the products. In case of non-cash payment, price is due for payment within 14 days after making sales contract.

4.4. In case of non-cash payment, buyer is obliged to pay for the price together with stating the variable symbol of the payment. In case of non-cash payment, liability for paying the price is met at the moment of crediting the money to seller's account.

4.5. Seller is entitled, especially in case of buyer's additional non-confirmation of order (see point 3.6.), to require paying of the whole price before posting the parcel to buyer.

4.6. Potential discounts to buyer from seller cannot be combined together.

4.7. If it is usual in business contact or it is specified by law, seller makes out a fiscal document (invoice) for payments specified in sales contract. Seller pays for VAT. Fiscal document (invoice) is made out to buyer after paying price and is sent via email to buyer.

5. SALES CONTRACT WITHDRAWAL

5.1. Buyer is aware that according to § 1837 of New Civil Code as subsequently amended (hereinafter "Civil Code"), it is not possible to withdraw from sales contract of product delivery as arranged by buyer, as well as products liable to quick deterioration, wearing, or outdated, from sales contract of audio and video recordings and computer programmes delivery, if the consumer damaged original wrapping, and from sales contract of newspaper, magazines delivery.

5.2. In cases not stated in 5.1. or other cases when sales contract withdrawal is not possible, according to § 1829 article 1 of New Civil Code, buyer has the right to withdraw from sales contract within 14 days after acceptance of the parcel. Withdrawal from sales contract has to be delivered to seller within 14 days after acceptance of the parcel to the address of seller or to the email address of seller shop@bohemiacrfts.com.

5.3. In case of sales contract withdrawal according to clause 5.2. of terms and conditions, sales contract is cancelled from the start. Products has to be returned within 14 days after sending sales contract withdrawal to seller. In the case of the contract withdrawal, the buyer bears all the costs associated with the return of the product to the seller.

5.4. Within 10 days after returning of products by buyer, as stated in clause 5.3., seller is entitled to examine the returned products in order to find out whether the returned products are not damaged, used, or partly used.

5.5. In case of sales contract withdrawal, as stated in clause 5.2., seller returns price (without expenses regarding delivery) to buyer within 10 days after the expiry of examination period, as stated in 1.30., by non-cash bank transfer to buyer's account. Seller is also entitled to return price in cash when returning the products by buyer.

5.6. Buyer is aware that in case of returned products damage, usage, or partial usage, seller can claim compensation for damage off buyer. Seller is entitled to claim compensation for damage against buyer's claim for returning of price. This also applies to contractual penalty claim, as stated in clause 5.7., which can be claimed against buyer's claim for returning of price.

5.7. In case buyer violates the obligation as stated in the previous sentence, seller has the right to contractual penalty in the amount of 0,08% for every day of delay, but the maximum amount cannot be more than price of the product. This regulation does not violate the claim for compensation for potential damage brought about by violation of obligation, which includes contractual penalty, and this applies even in case of damage amount exceeding the contractual penalty. Products has to be returned undamaged and unused and, if possible, in original wrapping.

5.8. Until the product was delivered to the buyer, the seller is entitled to withdraw from the contract at any time. In such a case, the seller must return the selling price to the bank account provided by the buyer in short order.

5.9. If any gift was provided with the purchase of the product to the buyer, the deed of gift between the seller and the buyer is cancelled together with the sales contract withdrawal and the buyer is obliged to return the gift along with the product to the seller.

6. TRANSPORT AND DELIVERY OF MERCHANDISE

6.1. Means of delivery are decided by seller unless stated otherwise in sales contract. In case of means of delivery being decided by buyer, it is buyer who is responsible for potential expenses regarding delivery.

6.2. If seller is obliged to deliver products to a place decided by buyer in the order, buyer is obliged to receive the products at delivery. If buyer does not collect products at delivery, seller is entitled to withdraw from the sales contract.

6.3. In case of necessity for repeated delivery or necessity for other means of transport than stated in order, buyer is obliged to pay for expenses regarding repeated delivery or other means of transport.

6.4. When collecting products from haulier, buyer is obliged to check the wrapping intactness and in case of any damage, he/she has to report it immediately. In case of wrapping damage proving unauthorized penetration into the parcel, buyer does not have to collect the parcel. Signing the delivery note by buyer is a confirmation that the parcel meets all the requirements and later complaints regarding violation of wrapping will be disregarded.

6.5. Further rights and obligations of merchandise transport can be arranged by seller's terms of delivery.

7. LIABILITY FOR DEFECTS, GUARANTEE

7.1. Rights and obligations of contracting parties concerning liability for defects, including seller's guarantee, comply with generally binding regulations (especially article § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of New Civil Code).

7.2. Seller is liable to buyer that product agrees with sales contract, namely that product is defectless. Agreement with sales contract means that product:

7.2.1. has the qualities and usable attributes required by sales contract, and are the same as described by seller, manufacturer or his/her deputy, or are the same as expected by advertising, or

7.2.2. complies with purpose, which is the product usually used for and which is stated by seller

7.2.3. the qualities and usable attributes respond to a sample,

7.2.4. is in the required quantity and weight, and

7.2.5. comply with legal regulations.

7.3. Regulations stated in the clause 7.2. of the terms and conditions do not apply for the goods with the price reduced for the reason of a damage, because of which the reduced price had been agreed; of a previous standard usage; of a damage corresponding to the extent of a previous usage, which was present at the time of purchase or it was clear from the character of the goods.

7.4. In case the product does not comply with sales agreement at buyer's acceptance (hereinafter "sales contract discrepancy"), buyer is entitled to demand of seller to bring the product immediately and free of charge into state complying with sales contract and this is, done in agreement with buyer's requirements either by replacing or by fixing the product. In case this is not possible, buyer can demand appropriate discount or can withdraw from sales contract. This does not apply in case buyer knew about sales contract discrepancy or brought about sales contract discrepancy before acceptance. Sales contract discrepancy which occurs within six months after acceptance is regarded as discrepancy already existing at the acceptance, unless it contradicts the nature of the thing or unless proved contrary.

7.5. Seller is liable for defects occurring as sales contract discrepancy in guarantee period (guarantee) after acceptance, unless products dealt with are already used or they quickly deteriorate.

7.6. Buyer's rights resulting from seller's liability for defects, including guarantee, are put into effect by buyer at seller's address Vítězství 121, Děčín XXXI-Křešice, 405 02 Děčín, Czech Republic.

8. OTHER RIGHTS AND OBLIGATIONS OF CONTRACTING PARTIES

8.1. Buyer comes into possession of product by paying whole price.

8.2. Seller is not bound to buyer by any code of behaviour within the meaning of § 1826 section 1 letter e) of New Civil Code.

8.3. Out-of-court settlement of customer's complaints is provided by the seller on the electronic address shop@bohemiacrafts.com. Information about settling a complaint shall be sent by the seller to the buyer's electronic address.

8.4. The seller is entitled to sell merchandise through a trade licence. The trade inspection is executed by the authorized Trade Licencing Office. Supervision over the personal data protection is executed by Personal Data Protection Office. Czech Trade Inspection executes a supervision over the compliance with the Law number 634/1992 about the consumer protection as amended by latter acts.

8.5. The buyer herewith takes over the risk of change of circumstances in the meaning of § 1837, paragraph 2 of the Civil Code.

8.6. Buyer is aware that programme equipment and other parts of web interface of the shop (including photographs of offered products) are protected by copyright. Buyer undertakes not to take any action which could enable him/her or third party any unwarranted interference or unauthorized usage of programme equipment or any other parts of web interface of the shop.

8.7. Buyer is not allowed to use any mechanisms, programme equipment or other procedures which could have a negative impact on web interface of the shop. Web interface of the shop can only be used to such an extent which is not at the expense of other customers' rights and which is in accordance with its designation.

9. PERSONAL DATA PROTECTION

9.1. Buyer's personal data protection is granted by law no. 101/2000 of Personal Data Protection Act, as subsequently amended.

9.2. Buyer agrees with processing of his/her personal data: name and surname, address, identification no., tax identification no., email address, phone number (hereinafter "personal data").

9.3. Buyer agrees with processing of his/her personal data by seller so that rights and obligations of sales contract can be put into effect and information and business communication can be sent.

9.4. Buyer is aware that he/she has to state his/her personal data (when registering, in the user's account, when ordering from web interface) accurately and rightly and that he/she has to immediately inform seller about any changes in these.

9.5. Seller can assign third party to the task of processing buyer's personal data. Personal data will not be handed over to any third party without buyer's consent, except for persons concerning delivery.

9.6. Personal data will be processed for indefinite time. Personal data will be processed automatically in electronic form, or non-automatically in printed form.

9.7. Buyer confirms that personal data are accurate and that he/she was instructed that he/she provides personal data voluntarily. Buyer declares that he/she was instructed that processing of personal data consent can be cancelled by written notice to the seller's address.

9.8. In case buyer believes that seller or third party (clause 9.5.) processes personal data in conflict with his/her protection of private and personal life or in conflict with law, especially when personal data are inaccurate for their purpose of processing, he/she can:

9.8.1. ask seller or third party for an explanation,

9.8.2. ask seller or third party for removing of such situation.

9.9. If buyer asks for information about processing of his/her personal data, seller has to give him/her this information. Seller can ask buyer for compensation for providing such an information as stated in the previous sentence. This compensation must not be higher than expenses necessary for providing such information.

10. SENDING OF BUSINESS COMMUNICATION AND NEWSLETTER

10.1. Buyer agrees with sending of information about products, services or seller's organization on his/her email address, and he/she further agrees with sending of business communication and / or newsletter on his/her email address by seller.

10.2. By using our website and agreeing to this policy, the buyer consents to saving cookies on the buyer's computer. In the case that the purchase on the website and subsequent obligations of the buyer might be fulfilled without saving cookies on the buyer's computer, the buyer is entitled to retract the consent in line with previous sentence at any time.

11. DELIVERY

11.1. Unless decided differently, all correspondence concerning sales contract has to be delivered in writing, namely by email, personally, or by provider of postal services (according to sender's choice). Buyer is notified by email address stated in his/her user's account.

11.2. Message is delivered:

11.2.1. in case of electronic mail, at the moment of its acceptance in the incoming email server. Integrity of email messages can be granted by a certificate.

11.2.2. in case of personal delivery or postal services, at the moment of its acceptance by addressee.

11.2.3. in case of personal delivery or postal services, at the moment of refusal of acceptance – if the addressee (or person authorized to accept the message) refuses to accept it.

11.2.4. in case of postal services, ten (10) days after parcel depositing and appeal to addressee to collect it, in case of depositing at provider of postal services, and this also applies in case of addressee's not knowing about such depositing.

12. CONCLUDING REGULATIONS

12.1. In case the relation related to usage of web page or law relation based on sales contract, contains an international (foreign) element, this relation falls under Czech law. Customer's rights arising from generally binding legal regulations are not thus violated.

12.2. If any of the clauses from terms and conditions are invalid or inefficient, or become such, then these invalid clauses are replaced by clauses which most approximate the invalid ones. Invalidity or inefficiency of one clause does not violate validity of other clauses. Changes or amendments to sales contract or to terms and conditions must all be in writing.

12.3. Sales contract including terms and conditions is archived by seller in an electronic form and is not accessible.

12.4. Contact details: address is Vítězství 121, Děčín XXXI-Křešice, 405 02 Děčín, Czech Republic, email address is shop@bohemiacrafts.com, phone No.: 00 420 777 726 852 (czech and english speaking customers) or 00 420 777 726 853 (german speaking customers).

In Decin, the 1st February 2016

Executive director Lucie Křenková