



GENERAL TERMS AND CONDITIONS

I. General

These Terms and Conditions (hereinafter referred to as the "Terms") govern the legal relations arising from the purchase contract concluded between JAST ART s.r.o. , with its registered office in Luka pod Medníkem 17, Jílové u Prahy, ID: 04021070 registered in the Commercial Register kept by the Regional Court in Prague, File Number C241255 ("Seller") and Buyer (including both consumers and other customers).

All contractual relations are concluded according to the legal order of the Czech Republic. If the "Buyer" is a consumer is any person who, outside the scope of his / her business activity or outside the independent exercise of his / her profession, concludes a contract with the entrepreneur or otherwise negotiates with the entrepreneur, then relations not specifically regulated by these conditions are governed by the Civil Code .) and the Consumer Protection Act (No.634 / 1992 Coll.). If the "Buyer" is not a "Consumer", then the legal relationships established by the contract beyond these Conditions are governed by the Civil Code (No. 89/2012 Coll.).

II. Conclusion of the Purchase Contract

- 1) If the Buyer is a consumer, the proposal to conclude a purchase contract (offer) is the placement of the offered goods on the website **www.stool-art.com**, whereby the purchase contract then arises by sending out the order by the Buyer - consumer and accepting the order by the Seller. The Seller shall confirm to the Buyer without undue delay the acceptance of the order by the Seller by means of a notification to the designated email. Accepted order can be changed only by written agreement of both contracting parties.
- 2) Before the final order is sent to the Seller, we recommend the Buyer to use the possibility of a thorough check of the entire order by clicking on the "**Proceed to Checkout**". The buyer then sends the order by clicking on the "**Order**" button.
- 3) If the Buyer is not a consumer, then the proposal to conclude a purchase contract is an order for goods sent by the Buyer and the purchase agreement is concluded at the moment of delivery of a binding order confirmation by the Seller to the Buyer.
- 4) In the manner described above leading to the conclusion of the Purchase Agreement, the Buyer confirms that he/she has read the terms and conditions and agrees with them.
- 5) The drawings, weights and dimensions of products listed in the catalogues are for informational purposes only, unless they are expressly marked as binding.
- 6) **Prices are including VAT**, unless it is explicitly stated that the price is exclusive of VAT.

III. Delivery terms, delivery conditions

- 1) Delivery time is set by Seller in the order confirmation. The delivery time is fulfilled on the day the shipment is shipped or on the day the product is ready for takeover by the Buyer. Delivery times are prolonged in the event of unexpected facts not affected by the Seller, such as Unexpected Force Majeure, strikes and other obstacles that cannot be influenced by the Seller. This also applies if these circumstances occur with the Seller's suppliers. In this case, the application of financial claims due to delay against the Seller is excluded. Direct damages caused by delay in delivery of goods caused by the Seller may be claimed only up to the value of the goods in default.
- 2) The method of delivery of the product is specified in the order. Unless otherwise agreed in writing, the transport fee shall be borne by the Buyer and its amount shall be determined in the order. The buyer takes the risk of damage to the product at the latest by sending the goods (handing over the product for transport).
- 3) The contracting parties have agreed that if the Buyer does not take over the purchased goods within 21 days from the date agreed in the purchase contract, or when it was in writing, he is invited to take over by telephone. By the Seller (hereinafter only the goods not taken over), the Seller may withdraw from the purchase contract and sell the product to another person. As a result, the Buyer shall not incur any claims for damages.



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IV. Payment of goods

For purchases via **E-shop** is required 100% deposit in the amount of the order price. If the required deposit is not paid within 14 days of the order being issued, the order will be automatically cancelled. The agreed delivery time shall be counted from the crediting of the full purchase price to the Seller's account specified in the order. Pursuant to the Act on Registration of Sales, the seller is obliged to issue an invoice to the buyer. At the same time, he is obliged to register the received sales with the tax administrator on-line, and in case of technical failure within 48 hours at the latest. In the event of delay in the payment of the invoice by the Buyer, the Seller is entitled to charge default interest of 0.1% of the amount due for each day of delay. This does not affect any claim for damages.

V. The consumer's right of withdrawal

- 1) For purchases and contracts concluded through the E-shop, the Buyer, if he is a consumer, in accordance with § 1829 of the Civil Code has the right to withdraw from the contract within 14 days of receipt of goods. This right can only be exercised if it is a consumer.
- 2) In accordance with Section 1820 (f) of the Civil Code, the Seller hereby provides instructions to consumers on the right of withdrawal in accordance with Government Order No. 363/2013 Coll. in case of conclusion of the purchase contract by means of distance payment:

You have the right to withdraw from the contract "without giving any reason within 14 days" from the day following the day of delivery of the goods, i.e. from the date on which you or your third party (other than the carrier) accepts the goods - in order to exercise the right of withdrawal, you must inform the Seller of **JAST ART s.r.o.**, in the form of a unilateral legal act (for example, by a letter sent through a postal service provider or by e-mail info@stool-art.cz)

Consequences of withdrawal

We will refund the payment only after we receive the returned goods or if you prove that you have sent the goods back, whichever comes first:

- a) **Acceptance of goods** return the goods or hand them over to the Seller without undue delay, no later than 14 days from the date of withdrawal. The deadline is considered to be maintained if you send the goods to us before 14 days have passed.
- b) **Return costs the direct costs associated with the contracting of the goods** shall be borne by the Buyer.
- c) **Liability for impairment** We are only liable for diminishing the value of the goods as a result of handling these goods in a manner other than that necessary to become familiar with the nature and characteristics of the goods, including their functionality.
- 3) **For the successful and trouble-free return of goods, the Seller asks the Buyer** to comply with the following procedure:
 - a) Contact us to withdraw from the purchase contract with the order number, date of purchase and receipt of goods. After check, we will ask you for a written request to withdraw from the purchase contract and to send the goods back.
 - b) Send the complete request together with a copy of the invoice by email or to our billing address.
 - c) Send the goods themselves and insured to our billing address. We are not liable for the loss or damage of the shipment during transport. The goods must be complete (including all documents and accessories), unused, undamaged and packed in such a way that their original packaging is not damaged during transport. **Do not send the returned goods cash on delivery** (such goods will not be accepted).
 - d) **The money will be returned in the same form as the payment** (on account).



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- 4) It's not possible to withdraw from the contract in the following cases:

If the products are made to order, i.e. made according to **"the Buyer's wish"** or for his / her person, an example could be a product with a selected custom shape or a product with optional wood staining or other custom production. For example, all products on the **E-shop** with the availability of "4 - 12 weeks" are considered as custom products. In accordance with the provisions of § 1837 d) of the Civil Code, the above-mentioned cases are exceptions where it is no longer possible to "withdraw from the contract without giving a reason". Withdrawal from the purchase contract cannot be accepted in case of failure to meet any of the above business conditions. The goods will then be returned at the Buyer's expense or stored in the Seller's warehouse premises. The handling fee for storing goods is 1.5% per day of the invoiced amount (fee including insurance of stored goods).

VI. Complaints, warranty

- 1) For all shipments, the Buyer shall immediately check the correctness of the delivered items, their completeness and any visible damage caused by transport. The detected defects must be marked on the delivery note and confirmed by the carrier, otherwise, they will not be recognized. Other defects found after unpacking the product must be immediately notified by the Buyer in writing to "the Seller". Beyond the statutory liability for defects of goods specified in the Civil Code, the Seller provides the Buyer with a warranty for the quality of goods for 2 years from the date of delivery of the goods, also valid for products bearing "the stool" trademark.
- 2) Claims of the Buyer for defects in goods resulting from the relevant provisions of the Civil Code of the Czech Republic and the Seller's Complaints Procedure.
- 3) Liability for defects does not arise and defects covered by the quality guarantee do not occur if: **(a)** the goods have been demonstrably used in contravention of the **"Instructions for the Use and Care of Furniture"** created by the Seller, or **(b)** has been subsequently arbitrarily modified, altered or **(c)** associated with other items not supplied by the Seller. **Small disproportions in dimensions and colour shades caused mainly by the natural character of the materials used are not a reason for complaint.** Neither the liability for defects nor the quality guarantee shall apply to the wear and tear of the goods caused by its normal use.
- 4) Until a such time as liability for the defect has been proven by the Buyer, "the Seller" shall be deemed to be responsible for the defect, which shall be obliged to remedy the defect.
- 5) In accordance with Section 1820 (1) (j) of the Civil Code, the Buyer is entitled to address his eventual complaint to the competent Czech court or the Czech Trade Inspection Authority.

VII. Final provisions and validity of the conditions

- 1) Customer information is stored in accordance with the applicable laws of the Czech Republic, in particular the Personal Data Protection Act No. 101/2000 Coll. as amended by later amendments and regulations. By concluding the Purchase Agreement, the Buyer agrees to the processing and collection of his/her personal data in the Seller's database after the successful fulfilment of the Contract, until his/ her written statement of disagreement with this processing.
- 2) The buyer has the right to access his personal data, the right to correct them, including other legal rights to such data. Personal data can be removed from the database upon written request from the customer. Customer's personal data is fully secured against exploitation. The supplier does not pass on the customer's personal data to any other person. Exceptions are external carriers to which the personal data of customers are transferred to the minimum extent necessary for the delivery of goods.
- 3) Individual contracts are archived by the Seller in electronic form and are accessible only to the Seller.
- 4) The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the purchase contract (telephone costs,...) are borne by the Buyer himself.



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- 5) **By placing an order through the E-shop, the Buyer confirms that he/she is familiar with the contents of the Terms, agrees with them and accepts them.**
- 6) **These terms and conditions of the E-shop came into force and effect on January 1, 2020.**