

General Commercial Terms and Conditions Valid from 21 August 2015

1. Initial Provisions

2. Entering into a Contract of Sale

3. Communication prior to entering into a Contract of Sale

4. Payment Conditions and Price of Goods

5. Transport and Delivery Conditions

6. Withdrawal from the Contract of Sale

7. Liability for Defects, Warranty and Warranty Claims

8. Failure to Collect a Cash on Delivery Consignment – Contractual Penalty for Unreliable Persons

9. Security and Protection of Information

10. Final Provisions

Contact details

Libuše Kubínová

Kunín 256

74253 Kunín

Czech Republic

Reg. No.: 03809293, non-VAT payer

Bank details: 2900746413 / 2010

IBAN: CZ47201000000002900746413

SWIFT/BIC: FIOBCZPPXXX

Phone: +420 603 224460

E-mail: info@shopmk.cz

Web: <http://shopmk.cz/>

An individual incorporated into the Trade Register kept by the Town Authority in Nový Jičín on 18 February 2015

Working hours: orders made through ShopMK.cz: 24 hours a day, 7 days a week

Info-line working hours: Monday – Friday 8am to 5pm (+420 603 224460)

Business hours of the Point of Issue in Odry, Růžová 737/7, 742 35 Odry, Czech Republic: Monday – Friday 8am to 5pm

1. Initial Provisions

1.1. These General Commercial Terms and Conditions (hereinafter the Commercial Terms and Conditions) of Libuše Kubínová, an individual with registered office at Kunín 256, 742 53 Kunín, Czech Republic, registration number: 03809293, registered in the Trade Register in Nový Jičín on 18 February 2015 (hereinafter the "Contractor"), regulate, in compliance with Section 1751 (1) of Act No. 89/2012 Sb., the Civil Code (hereinafter the "Civil Code"), the mutual rights and obligations of the Parties arising in connection with or on the basis of a Contract of Sale (hereinafter the "Contract of Sale") entered into by and between the Contractor and another individual or legal entity (hereinafter the "Buyer") through the Contractor's E-shop. The E-shop is operated by the seller at <http://shopmk.cz> (hereinafter the "Web Page") through the Web Page interface (hereinafter the "E-shop Web Interface"). All the contractual relations are established in compliance with the laws of the Czech Republic. If the second Party is a Consumer, the relations not regulated herein are governed by the Civil Code (of Act No. 89/2012 Sb.), as amended, and the Consumer Protection Act (of Act No. 634/1992 Sb.), as amended. If the second Party is a legal entity or an individual ordering goods within the scope of his/her business activities or within autonomous performance of his/her profession, the relations are governed by the Civil Code, of Act No. 89/2012 Sb., as amended; however, in such a case, the provisions concerning Consumer contracts (distance contracts) included in Act No. 89/2012 Sb. and other regulations to protect the Consumer do not apply. The Commercial Terms and Conditions form an integral part of the Contract of Sale. The Contract of Sale and the Commercial Terms and Conditions are made in the English language. In the event of a dispute concerning the construction of the terms included herein, the construction of the Commercial Terms and Conditions in the Czech language applies. The Contract of Sale is archived by the Contractor in an electronic form and accessible in the client zone of the ShopMK.cz E-shop after logging in into the Buyer's personal account. After the purchase price has been paid, the Contract of Sale is sent to the Buyer's email address in the form of a Proof of Sale of Goods – Invoice, including the Commercial Terms and Conditions. If the Buyer selects to "pay by cash on delivery", the Contract of Sale is sent to the Buyer's email address in the form of a Proof of Sale of Goods – Invoice, including the Commercial Terms and Conditions, together with an Order Confirmation. The Proof of Sale of Goods – Invoice containing the basic data of the Contract will also be received by the Buyer upon its receipt of the goods or services.

1.2. These Commercial Terms and Conditions are valid for all Contracts of Sale entered into by and between the Contractor and the Buyer. The provisions concerning the statutory rights of the Consumer apply only to Buyers in the position of Consumers (e.g. the withdrawal from the Contract of Sale in compliance with Section 1829 et seq.). The Contractor reserves the right to change the Commercial Terms and Conditions. The Contractor will announce the changed Commercial Terms and Conditions in a suitable way at <http://shopmk.cz>. This provision is without prejudice to the rights and obligations created in the period of effect of the previous version of the Commercial Terms and Conditions.

1.3. The Buyer, by sending an order, confirms to have been acquainted with these Commercial Terms and Conditions, the integral part of which is the communication before entering into a Contract of Sale; the Buyer further confirms to expressly agree with the valid and effective wording of the Commercial Terms and Conditions as of the moment of sending the order. The Buyer will receive a copy of the Commercial Terms and Conditions as an enclosure to the Order Confirmation sent to the email address entered by the Buyer.

1.4. A concluded Contract is archived by the Contractor for the purposes of successful performance thereof and is not accessible to any third parties. Information on the individual technical steps leading to the conclusion of a Contract are apparent from the process of ordering in the ShopMK.cz E-shop (hereinafter the "E-shop"); the Buyer is able to check the order and correct it, if necessary, before sending the order. These Commercial Terms and Conditions are displayed at the E-shop's website, which enables the Buyer to archive and copy the Commercial Terms and Conditions.

2. Entering into a Contract of Sale

2.1. The E-shop website displays goods presented by the Contractor for sale, including the prices of individual items. The prices of the goods are given next to the products, including all the taxes and all the related fees. The offer to sell the goods and the prices of such goods remain valid as long as they are displayed at the E-shop's website.

2.2. In order to order goods, the Buyer fills in an order form at the E-shop's website. The order of goods created at the E-shop's website constitutes an offer to enter into a Contract of Sale. In order to enable the Buyer to detect and correct mistakes occurring in the Buyer's entering the data in the order form, the Buyer is able to check and change the data inserted in the order form before sending the order to the Contractor. The prices of goods are valid at the moment of making the order.

2.3. The Buyer will receive the performance for the prices valid at the time of ordering. The prices will be included in the order and in the email message confirming the receipt of the order of goods.

2.4. Orders can be made in the following ways:

- through the <http://shopmk.cz> e-shop (hereinafter referred to as the "E-shop");
- by email sent to info@shopmk.cz
- in person at the Point of Issue in Odry; Růžová 737/7, 742 35 Odry, Czech Republic;
- by phone.

2.5. After the Buyer has sent an order, the order is, without any delay, confirmed by the Contractor by email sent to the email address given by the Buyer in the order; upon this, the Contract of Sale has been entered into. Such confirmation is attached with an up-to-date version of the General Commercial Terms and Conditions. The created Contract of Sale (including the agreed price) may be changed or cancelled only by an agreement made by the Parties or due to statutory reasons. Depending on the character of the order (quantity of goods, purchase price, anticipated transport costs), the Contractor always has the right to request an additional confirmation of the order by the Buyer (e.g. in writing or by phone). In such a case, the Contract of Sale is deemed to have been entered into at the moment of the Buyer's receipt of the Contractor's email message confirming the order. The goods presented in the ShopMK.cz E-shop are not deemed to constitute an offer to enter into a Contract of Sale. The provisions of Section 1732 do not apply to this case. The offer to enter into a Contract of Sale is made solely by the Buyer's order.

2.6. The Buyer agrees with the use of distance communication means when entering into a Contract of Sale. The expenses incurred by the Buyer in using the distance communication means in relation to entering into a Contract of Sale (costs of internet connection, costs of phone calls, etc.) are paid by the Buyer.

2.7. The Contractor undertakes by the Contract of Sale to deliver the goods that constitute the subject of purchase to the Buyer and to allow the Buyer to acquire property rights; the Buyer undertakes to take receipt of the goods and to pay the purchase price to the Contractor.

2.8. The Contractor reserves the property rights to the goods; therefore, the Buyer becomes the owner only after full payment of the purchase price.

2.9. The Contractor will deliver the goods and all the related documentation to the Buyer, and enable the Buyer to acquire property rights to the goods in accordance with the Contract of Sale.

- 2.10. The Contractor fulfils the obligation to deliver the goods to the Buyer by enabling the Buyer to handle the goods at the place of performance and by notifying the Buyer thereof in due time.
- 2.11. In the event of the Contractor's dispatching the goods, the Contractor delivers the goods to the Buyer - entrepreneur (DNI) by handing the goods over to the first carrier transporting the goods to the Buyer and enabling the Buyer to exercise its rights arising out of the contract of carriage against such carrier; the Contractor delivers the goods to the Buyer – Consumer at the moment of delivery of the goods to the Buyer by the carrier.
- 2.12. The Contractor delivers the subject of purchase to the Buyer in the agreed quantity, quality and design.
- 2.13. Unless packaging of the goods has been agreed, the Contractor wraps the goods in compliance with custom practices; if there are none, the Contractor wraps the goods in a method necessary for preserving and protecting the goods. The Contractor will secure the goods for transportation in the same manner.
- 2.14. The goods are defective if they do not feature the agreed properties.
- 2.15. The right of the Buyer arising out of defective performance is created by a defect in the goods which the goods had at the time of transfer of the danger of damage to the Buyer even if the defect has manifested itself later. The Buyer's right is created even by a defect occurring later due to a breach of an obligation by the Contractor.
- 2.16. The Buyer examines the goods as soon as possible after the transfer of the danger of damage to the goods (within 24 hours, at the latest) and makes sure of their properties and quantity.
- 2.17. The danger of damage passes on the Buyer by its taking over of the goods. If the Buyer does not take the goods into its possession, even though the Contractor has allowed the Buyer to handle them, the same consequences apply.
- 2.18. Damage to the goods originating after the transfer of the danger of damage to the goods to the Buyer does not affect the Buyer's obligation to pay the purchase price unless the Contractor has caused the damage by breaching its obligations.
- 2.19. A delay in a Party's taking over of the goods creates the other Party's right to sell the goods in an appropriate manner after a prior notice after having provided the Party in default with additional reasonable period of time to take over the goods. This applies also to situations when a Party is in default with payment, which is a prerequisite for the delivery of the goods.

3. Communication prior to entering into a Contract of Sale

The Contractor expressly informs the Buyer that:

- the costs of distance communication means do not differ from the basic rate (in the case of Internet and phone connection, the costs depend on the terms and conditions of the Buyer's operator; the Contractor does not charge any additional fees; this does not apply to contractual transport);

- payment of the purchase price is required before the performance is taken over by the Buyer from the Contractor; the possible obligation to pay a deposit or make a similar payment applies to the Buyer's requirements to be provided with specific services, if requested and provided;
- the prices of the goods and services are included in the website operated by the Contractor; the prices include all the taxes and all the statutory fees; nevertheless, the costs of delivery of the goods or services differ, depending on the selected carrier and method of payment; if the Buyer collects the goods at the company's business premises (point of issue), the costs amount to CZK 0.00;
- if the Buyer is a Consumer, he has the right to withdraw from the Contract (unless specified otherwise below) within a period of fourteen (14) days of the date of entering into a Contract, and in the case of a Contract of Sale, within a period of fourteen (14) days of the date of receipt of the goods; such withdrawal must be sent to the address of the individual, Libuše Kubínová, or to the Contractor's email info@shopmk.cz, or via the sample [Contract of Sale Withdrawal Form.docx](#) or the [Contract of Sale Withdrawal Form.pdf](#), which are available at www.shopmk.cz;
- The Consumer may not withdraw from a Contract concerning:
 - the provision of services performed by the Contractor, with the prior express consent of the Consumer, before the expiry of the time-limit for withdrawal from the Contract;
 - the supply of goods or services where the price depends on financial market fluctuations independent of the Contractor's will, occurring during the time-limit for withdrawal from the Contract;
 - the supply of goods which have been modified according to the Consumer's wishes or for the person of the Consumer.
- In the event of withdrawal from the Contract, the Consumer bears the costs connected with returning the goods; if the Contract has been concluded by distance communication means, the Consumer bears the costs of returning the goods if the goods may not be returned, due to its nature, by usual mail;
- The Consumer has the obligation to pay a proportional part of the price in case of withdrawal from a Contract concerned with the provision of services whose performance has already started;
- The Contract of Sale or the relevant Proof of Sale of Goods will be stored in the electronic archive of ShopMK.cz; registered users may access the data in their profiles after logging in;
- The Buyer, by confirming to "pay by cash on delivery", notes and agrees that if the Buyer fails to collect the consignment within the given time-limit and the consignment is subsequently returned to the Contractor, the Buyer will be charged the frustrated postal and packing charges amounting to CZK 139,00 for sending the registered consignment. The Buyer will receive a postal money order for the said amount; the postal money order will be sent to the Buyer's email address given in its registration. If the Buyer fails to pay the postal money order within seven days (7), the Contractor will charge a penalty amounting to 0.5 % of the owed amount for each day of default. The claim may be enforced in court or sold to a company engaged in claim enforcement.

4. Payment Conditions and Price of Goods

4.1. The Contractor accepts the following payment conditions:

- payment via a bank's Internet interface - through GoPay;
- payment via a bank's Internet interface – through PayPal – in case of payments from outside the Czech and Slovak Republics;
- payment in advance by a bank transfer – in case of payments coming from the Czech Republics and Slovak Republics;
- cash on delivery of the goods – in case of delivery of the goods to the Czech Republic; payments by cash on delivery are not allowed in other countries.

4.2. Payment conditions mean payments in cash on the handover of the subject of performance or the possibility of using other methods of payment as mentioned above. The Contractor is entitled to demand an advance payment of up to 100 % of the value of the order before delivery. If an advance payment is required, the Contractor issues an Invoice for Advance Payment - Proof of Sale of Goods. After the delivery of the goods, the value of the advance payment is deducted in the Proof of Sale of Goods.

4.3. In case of a non-cash payment, the Buyer is obliged to pay the purchase price, mentioning the variable symbol of the payment. In the case of a non-cash payment, the obligation of the Buyer to pay the price is discharged at the moment of crediting the Contractor's account with the relevant amount.

4.4. The Contractor issues a Proof of Sale of Goods – Invoice based on the Contract of Sale. The Contractor is not a value added tax payer. The Contractor sends the invoice - Proof of Sale of Goods to the Buyer in an electronic form to the Buyer's email address; the Buyer will also receive the invoice upon its receipt of the goods or services.

4.5. The goods remain the property of the Contractor until full payment and receipt thereof, but the danger of damage to the goods passes on the Buyer on its receipt of the goods.

4.6. All the prices are contract prices. The E-shop always shows up-to-date valid prices. Possible discounts off the price of the goods granted by the Contractor to the Buyer may be combined.

4.7. The prices are final, including all the taxes and other fees paid by the Consumer to obtain the goods; this does not apply to possible freight charges, cash on delivery charges, and the costs of distance communication means.

4.8. Discounted prices are valid until the sale of all stock or for a specified period of time.

5. Transport and Delivery Conditions

5.1. All the goods we offer are in stock.

5.2. The place of delivery of the goods is the delivery address given by the Buyer in its order.

5.3. Possibilities of Delivery of the Goods:

- Personal collection – the Buyer may collect the goods at Růžová 737/7, 742 35 Odry, Czech Republic;
- By registered mail sent by the Czech Post;
- Parcels of value sent by the Czech Post.

5.4. The transport charges comply with the Price List valid as of the date of order. The prices of transport are available at the [Delivery of Goods](#) E-shop's web page.

5.5. Upon the delivery, the Buyer, in cooperation with the carrier, is obliged to check the condition of the consignment (number of parcels, damage to packaging) according to the attached delivery note. The Buyer is entitled to refuse to take receipt of a consignment which is not in accordance with the Contract of Sale due to the consignment being, for instance, incomplete or damaged. If the Buyer takes over such damaged consignment from the carrier, it is necessary to describe the damage in the carrier's handover certificate.

5.6. An incomplete or damaged consignment must be reported immediately by email to info@shopmk.cz; a damage report must be written in cooperation with the carrier and sent by email or mail to the Contractor without any undue delay. A later claim concerning incompleteness or external damage to the consignment does not deprive the Buyer of its right to make a warranty claim with respect to the goods; however, such claim gives the Contractor an opportunity to prove that no violation of the Contract of Sale has occurred.

6. Withdrawal from the Contract of Sale

6.1. The right to withdraw from the Contract of Sale means the Consumer's right under Section 1829 et seq. of the Civil Code. If the Buyer makes a purchase within the scope of its business activities (mentioning the Reg. No. in the purchase document), the right to withdraw from the Contract of Sale is not created. In such a case, the sale is governed by the Civil Code (Act No. 89/2012 Sb.); however, the provisions concerning Consumer contracts (distance contracts) are excluded.

6.2. The Buyer notes that in compliance with Section 1837 et seq. of the Civil Code, it is, inter alia, not possible to withdraw from a Contract of Sale concerning the delivery of goods modified in compliance with the Buyer's wishes or concerning worn and torn or out-of-date goods.

6.3. Unless the situation is a case mentioned in Article 6.2. or a different case not allowing the Buyer to withdraw from the Contract of Sale, the Consumer has, in compliance with Section 1829 et seq. of the Civil Code, a right to withdraw from the Contract of Sale within fourteen (14) days. The time-limit for withdrawal starts running on the date of entering into the Contract; in case of a Contract of Sale, the time-limit for withdrawal starts running on the date of takeover of the goods.

6.4. The Contractor allows the Consumer to withdraw from the Contract by sending an email message to info@shopmk.cz; the receipt of such message will be confirmed by the Contractor to the Consumer without any undue delay in writing. The Consumer may also withdraw from the Contract by a letter sent to Libuše Kubínová, Kunín 256, 742 53 Kunín, Czech Republic. The Consumer may also use a sample [Contract of Sale Withdrawal Form.docx](#) or [Contract of Sale Withdrawal Form.pdf](#) form at www.shopmk.cz. Sample Contract of Sale Withdrawal Forms are sent to the Consumer's email address together with the Order Confirmation.

6.5. If the Consumer withdraws from the Contract, he sends or hands over to the Contractor the goods received from the Contractor at the Consumer's own expense without any undue delay and not later than fourteen (14) days from his withdrawal from the Contract. The Consumer is recommended to insure the consignment. If the Consumer fails to insure the consignment and the consignment is subsequently damaged or lost during transport, it is the Consumer who is solely liable for the damage or loss incurred. The Consumer is not allowed to send the returned goods by a cash on delivery consignment.

Address for the delivery of goods:

Libuše Kubínová

Kunín 256

6.6. The goods returned by the Consumer should be complete, with complete documentation, undamaged, clean, in the same condition and value as when the goods were received, attached with an accompanying letter stating the possible reason for withdrawal from the Contract of Sale (the letter is not required), and with the number of the purchase document and bank account number. The Consumer is liable to the Contractor only for the reduction in the value of the goods resulting from handling the goods in a different way than necessary owing to the nature and properties of such goods.

6.7. If the goods are damaged while being possessed by the Consumer or if the goods are not complete, the Consumer's unjust enrichment within the meaning of Sections 2991 and 3002 (2) of the Civil Code will be claimed. The Contractor points out that the Contractor has a right to be reimbursed the actual costs of returning the goods.

6.8. If the Consumer withdraws from the Contract, the Contractor returns to him, without any undue delay and not later than within fourteen (14) days of the withdrawal from the Contract, all the financial means received by the Contractor from the Consumer in compliance with the Contract, with the exception of the costs of delivery (the Consumer has a right of free delivery of the goods in selected situations), using the same method of payment as was used to receive such funds.

6.9. However, if the Consumer withdraws from the Contract, the Contractor is not obliged to return the received financial means to the Consumer until the Consumer has handed over the goods to the Contractor or proved that he has sent the goods to the Contractor.

6.10. The Consumer notes that if the goods were supplied together with gifts, a contract of donation between the Contractor and the Buyer is concluded on condition that if the Consumer exercises his right to withdraw from the Contract of Sale, the contract of donation expires and the Consumer is obliged to return the goods together with the related gifts, including everything he has enriched himself with. If the gifts are not returned, the value of such gifts will be considered as unjust enrichment of the Consumer. If it is impossible to render the subject of unjust enrichment, the Contractor has a right to be reimbursed the usual price in money.

6.11. The Buyer may not withdraw from the Contract or demand delivery of new goods if the Buyer is not able to return the goods in the condition in which the Buyer has received them.

7. Liability for Defects, Warranty and Warranty Claims

7.1. The warranty conditions are governed by the relevant legal regulations of the Czech Republic. The Proof of Sale of Goods (invoice) usually serves as a guarantee certificate.

7.2. The Buyer is entitled to exercise its right arising out of a defect within a period of 24 months from the date of receipt of the goods. The Buyer checks the goods as soon as possible after taking over the goods in compliance with Section 2104 (within 24 hours of the receipt of the goods, at the latest) and makes sure of the properties and quantity of the goods.

7.3. The warranty does not apply to the usual wear and tear of the goods (or parts thereof) caused by the use of the goods. In such a case, a shorter operating life of the product may not be considered as a defect and a warranty claim may not be filed. Upon request made by the Consumer, the Contractor is obliged to issue a written warranty (guarantee certificate). A guarantee certificate may be substituted by a Proof of Sale of Goods if such document contains the trade name of the Contractor, her registration number and her registered office.

7.4. The warranty period mentioned in clause 7.2. applies to Consumers only, not to entrepreneurs purchasing goods within the scope of their business activities (mentioning their Reg. No. in the purchase). An entrepreneur will be notified of the period to exercise its rights arising out of defects within the contractual negotiations.

7.5. The warranty period commences on the date of delivery of the goods to the Buyer; if, according to the Contract of Sale, the goods are sent by post or carrier, the warranty period commences on the date of delivery of the goods to their destination.

7.6. Rights and obligations of the Parties concerning the Contractor's liability for defects, including the Contractor's liability for defects within the warranty period, are governed by the relevant generally binding legal regulations (especially by the provisions of Section 2161 et seq. of the Civil Code).

7.7. The Contractor is liable to the Buyer for the sold goods not having any defects at the time of their receipt. The Contractor is, in particular, liable to the Buyer for:

- the goods having, at the time of receipt of the goods by the Buyer, the properties agreed by the Parties, and in the event of non-existence of such agreement, the properties described by the Contractor or the manufacturer or expected by the Buyer, considering the nature of the goods and the advertisement made by the Contractor and the manufacturer;
- the goods being, at the time of receipt of the goods by the Buyer, suitable for the purpose of use described by the Contractor, or for the usual purpose of use of such goods;
- the goods being, at the time of receipt of the goods by the Buyer, in the corresponding quantity, measures or weight;
- the goods complying, at the time of receipt of the goods by the Buyer, with the requirements of legal regulations.

7.8. The Contractor guarantees by the quality guarantee that the goods are eligible for the usual purpose of use for a certain period of time or that the goods will retain the usual properties. The warranty may be granted even for individual components of the goods.

7.9. If the goods are defective or fail to have the properties under clause 7.7. and the relevant law (Section 2161 of the Civil Code), the Buyer is entitled to due and timely removal of the defect free of charge, to be delivered new defectless goods or components thereof, and if this is not possible, to a reasonable discount off the purchase price or Withdrawal from the Contract of Sale. If there is a greater number of removable defects or if removable defects occur repeatedly and prevent due use of the goods, the Buyer is entitled to a delivery of new goods or components thereof, removal of the defect or Withdrawal from the Contract of Sale. If the goods sold for a lower price or used goods have a defect for which the Contractor is liable, the Buyer has, instead of the right for replacement of the goods, a right for a reasonable discount.

7.10. The Buyer has no right arising out of defective performance if the Buyer knew about the defect in the goods before the receipt of such goods, or if the Buyer has caused the defect itself. A defect manifesting itself within six (6) months of the date of receipt of the goods is considered to be a defect in the goods at the time of their receipt.

7.11. If the Buyer detects a defect, the Buyer is obliged to immediately inform the Contractor. If the Buyer does so in writing or by email, the Buyer should mention its contact details, describe the defect and include its requirement with respect to the method of settlement of the claim. The Buyer may also use the sample [Defective](#)

[Product Report.docx](#) nebo [Defective Product Report.pdf](#) form at www.shopmk.cz. Sample Defective Product Report Forms are sent to the Buyer's email address together with the Order Confirmation.

7.12. The rights of the Buyer arising out of the Contractor's liability for defects, including the Contractor's liability for defects within the warranty period, are to be exercised by the Buyer at the following Contractor's address: Libuše Kubínová, Kunín 256, 742 53 Kunín, Czech Republic. The moment of receipt of the goods subject to a warranty claim by the Contractor from the Buyer is considered as the moment of making the warranty claim. The Buyer hands over to the Contractor for the warranty claim procedure complete goods in the original packaging to sufficiently protect the goods during transport (the Buyer is responsible for such packaging).

7.13. If the Buyer is a Consumer, the warranty claim shall be decided by the Contractor without any delay or within three (3) working days in complicated cases. Such period does not include the reasonable time needed for expert assessment of the defect, depending on the kind of product or service. Claims, including the removal of defects, shall be settled by the Contractor without any undue delay within 30 days from the date of the claim, at the latest. The 30-day period from the claim may be extended by agreement between the Consumer and the Contractor – such extension must not be for an indefinite or unreasonably long period of time. After the expiry of such period, the goods are considered really defective and the Consumer has the same rights as if the defect was irreparable. The rights arising out of liability for defects shall be exercised with the Contractor from whom the goods have been purchased.

7.14. The Contractor shall issue to the Buyer-Consumer a written confirmation of the date of filing the claim, the contents of the claim, and the manner of settling the claim required by the customer; such confirmation shall be sent to the Buyer by email immediately after the Contractor's receipt of the claim (in the event of filing the claim in person, such confirmation is handed over to the Buyer on the spot); the subsequent confirmation will include the date and method of settling the claim, including the confirmation of repairs made and the period of settlement of the claim, or reasons for the rejection of the claim.

7.15. If the defective performance constitutes a substantial breach of the Contract, the Buyer has a right for:

- removal of the defect by delivery of new goods without any defects, or by delivery of the missing parts if this is not inappropriate due to the nature of the defect; however, if the defect relates only to a component part of the goods, the Buyer may request that only such component part be replaced; if this is not possible, the Buyer may withdraw from the Contract. However, if this is inadequate due to the nature of the defect, especially if the defect may be removed without any delay, the Buyer is entitled to free removal of the defect;
- to removal of the defect by repairing the goods;
- to a reasonable discount off the purchase price, or to withdrawal from the Contract.

7.16. The Buyer shall notify to the Contractor of the right the Buyer has selected to exercise at the time of notifying the Contractor of the defect or without any undue delay after the notification of the defect. The Buyer may not change the selected option without the Contractor's consent; this does not apply to cases where the Buyer requests a repair of a defect which proves to be irreparable. If the Contractor does not remove the defects within a reasonable period of time or notifies the Buyer that the Contractor is not able to remove the defects, the Buyer may request a reasonable discount off the purchase price or withdraw from the Contract instead of the removal of the defect. If the Buyer fails to timely choose his right, it has the same rights as in the case of an unsubstantial breach of the Contract - see below.

7.17. The Buyer is entitled to a reasonable discount even if the Contractor cannot deliver new goods without defects to the Buyer, replace a part of the goods or repair the goods, and if the Contractor fails to make good the situation within a reasonable period of time, or if the Contractor's making good the situation caused substantial difficulties to the Consumer.

7.18. If the defective performance constitutes an unsubstantial breach of the Contract, the Buyer is entitled to removal of the defect or to a reasonable discount off the purchase price.

7.19. Unless the Buyer has exercised its right for a discount off the purchase price or its right to withdraw from the Contract, the Contractor may deliver the missing parts or remove the legal defect. Other defects may be removed by the Contractor at its option by repairing the goods or by delivering new goods.

7.20. If the Contractor does not remove the defect in a timely manner or if the Contractor refuses to remove the defect, the Buyer may request a discount off the purchase price or withdraw from the Contract. The Buyer may not change the selected option without the Contractor's consent.

7.21. The Buyer is entitled to delivery of new goods or replacement of components even if the defect is removable if the Buyer cannot use the goods properly because of repeated occurrence of defects after a repair has been made or because of a greater number of defects. In such a case, the Buyer has the right to withdraw from the Contract.

7.22. Upon the delivery of new goods, the Buyer returns the original goods to the Contractor at the Contractor's expense.

7.23. If the Buyer does not report a defect without any undue delay after he was able to detect the defect by a timely inspection using sufficient care, rights arising out of defective performance will not be adjudicated to the Buyer in court. The same applies to hidden defects, unless the defect has been reported without any undue delay after the Buyer was able to detect it using sufficient care within two years after the goods were delivered, at the latest.

7.24. The Buyer notes that the goods must not be mechanically damaged by the Buyer. The Buyer's attempts to repair the goods are not allowed and may be considered as unjustified warranty claims.

7.25. The Buyer notes and agrees that if the claim is unjustified (the reported defect is not detected or the defect does not fall within the scope of warranty), the Contractor may request reimbursement of her expenses incurred in testing and repairing.

7.26. The Buyer has no rights arising out of the Contractor's liability within the warranty period if the defect has been caused by an external event after the transfer of the danger of damage to the goods to the Buyer.

8. Failure to Collect a Cash on Delivery Consignment – Contractual Penalty for Unreliable Persons

8.1. The Buyer, by confirming to "pay by cash on delivery", notes and agrees that if the Buyer fails to collect the consignment within the given time-limit and the consignment is subsequently returned to the Contractor, the Buyer will be charged the frustrated postal and packing charges amounting to CZK 139,00 for sending the registered consignment. The Buyer will receive a postal money order for the said amount; the postal money order will be sent to the Buyer's email address given in its registration. If the Buyer fails to pay the postal money order within seven days (7), the Contractor will charge a penalty amounting to 0.5 % of the owed amount for each day of default. The claim may be enforced in court or sold to a company engaged in claim enforcement.

9. Security and Protection of Information

9.1. The Contractor declares that all personal information is confidential, will be used only for the purposes of performance of the Contract entered into by the Contractor and the Buyer and for the purposes of the Contractor's marketing events, and will not be published in any way, disclosed to any third persons etc., with the exception of situations related to the distribution, system of payments relating to the ordered goods (mentioning the name, company's name, DNI, VAT ID, address, phone number and email address), or comprehensive customer statistic information, the visit rate and turnover; however, such statistics will never include any information enabling to identify individual customers. The Contractor shall proceed in such a way so that the data subject does not suffer any harm to its rights, especially the right for human dignity; the Contractor shall further ensure protection against unauthorized infringement into the private and personal lives of the data subjects. Personal information provided voluntarily by the Buyer to the Contractor for the purposes of order fulfilment and the Contractor's marketing events is collected, processed and stored in accordance with the valid laws of the Czech Republic, in particular in compliance with Act No. 101/2000 Sb., on the Protection of Personal Data, as amended. The Buyer gives its consent to the Contractor to collect and process such personal data for the purpose of performance of the subject of the concluded Contract of Sale and for the Contractor's marketing purposes (esp. for sending commercial communications, telemarketing, SMS) until a written statement of disagreement has been sent by the Buyer to Libuše Kubínová, Kunín 256, 742 53 Kunín, Czech Republic. A written statement may also be submitted in an electronic form to info@shopmk.cz.

9.2. Moreover, the Contractor may, if such consent has been given, process the so-called "cookies" to facilitate the provision of services to information society in accordance with the provisions of Directive 95/46/EC concerning the purpose of "cookies" or similar tools, and ensure that users know information stored in the final terminals used by them. Users may refuse the storage of "cookies" or similar tools in their final terminals, e.g. by launching the functionality of anonymous browsing in their browser.

10. Final Provisions

10.1. Buyer warranty claims are settled by the Contractor through the info@shopmk.cz email address. Information concerning the settlement of a Buyer's claim shall be sent by the Contractor to the Buyer's email address.

10.2. Other matters not mentioned herein are governed by the Civil Code (Act No. 89/2012 Sb.), as amended, the Consumer Protection Act (Act No. 634/1992 Sb.), and other legal regulations, as amended.

10.3. Relations and possible disputes arising from the Contract of Sale will be resolved exclusively under the Czech law by the competent courts of the Czech Republic.

10.4. If the relationship relating to the use of a website or the legal relationship based on the Contract of Sale contains an international (foreign) element, the Parties agree that the relationship will be governed by the Czech law. This provision is without prejudice to the Consumer's rights resulting from generally binding legal regulations.

10.5. The Contractor is authorized to sell the goods on the basis of a trade licence. Trade inspection falls within the competence of the relevant Trade Licence Office. Personal data protection is supervised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, to a limited extent, inter alia, the compliance with Act No. 634/1992 Sb., on Consumer Protection, as amended.

10.6. If any of the provisions of the Commercial Terms and Conditions is or becomes invalid or ineffective, the invalid provision will be substituted by a provision whose meaning is the closest to the invalid provision. Invalidity or ineffectiveness of a provision is without prejudice to the validity of the other provisions. Changes and amendments to the Contract of Sale or the Commercial Terms and Conditions must be made in writing.

10.7. These Commercial Terms and Conditions enable the Buyer to archive and copy them. At the moment of entering into a Contract of Sale, the Buyer accepts all the provisions of the Commercial Terms and Conditions in the version valid as of the date of sending the order, including the prices of the ordered goods mentioned in the confirmed order unless demonstrably agreed otherwise in the specific case.

10.8. The Buyer, by sending an order, confirms to have been acquainted with these Commercial Terms and Conditions, the integral part of which is the communication before entering into a Contract of Sale; the Buyer further confirms to expressly agree with the valid and effective wording of the Commercial Terms and Conditions as of the moment of sending the order.

10.9. These General Commercial Terms and Conditions, including the component parts thereof, are valid and effective from 21 August 2015 and repeal the previous versions of the General Commercial Terms and Conditions, including the component parts thereof; the Terms and Conditions are available in an electronic form at www.shopmk.cz.

Libuše Kubínová