



TERMS AND CONDITIONS

EXOTICKE-ROSTLINY.CZ

I. Basic provisions

1. These terms and conditions govern the relationship between the buyer and the seller in the field of sales plant and related goods between Aneta Svobodová and her customers (hereinafter referred to as "Buyers").
2. The seller is Aneta Svobodová with its registered office at Nádražní 4, 53804, Prachovice, which is registered business entity with ID number 09183329 dealing with the sale of plants and related goods. She is not a VAT payer. Contact details for the Seller are:
 - o e-mail: svoboda.kaktus@seznam.cz
 - o phone number: 792 311 110
3. Buyer means any person who goes outside of his business within the framework of independent performance of his profession, concludes a contract with the Seller or otherwise one for the purpose of purchasing the goods offered by the Seller.
4. At the commencement of legal proceedings, the Buyer provides the Seller only with his contact details, for example for the successful completion of the order, or the information he wants to have listed on purchase documents.
5. Legal relations between the Seller and the Buyer, the following terms and conditions are not regulated with the relevant provisions of Act no. C. 89/2012 Coll., (Civil Code), Act. C. 634/1992 Sb. on consumer protection, to regulate and protect related regulations.
6. The Buyer is aware that he will buy him products that are in the Seller's business offer, there are no rights to use registered trademarks, trade names, company logos or patents of the Seller or other companies, unless there is a special contract in a specific case a special contract agreed otherwise.

II. Information security and protection

1. By concluding the contract, the Buyer confirms that the personal data he has provided are true and agrees with by the fact that the provided data are processed and stored by the Seller in accordance with the Act on protection of personal data and the General Regulation on Personal Data Protection (GDPR).
2. The Seller declares that all personal data of the Buyer will be used only for the purpose performance of the contract and will not otherwise be disclosed or provided to a third party; except for the situation related to the distribution or payment of the ordered goods (communication of the name and delivery address).

III. Ordering

1. The Seller does not have a so-called stone shop, where the Buyer can get the goods in person inspect and pick up. For the purpose of offering goods, there is an online store, which is operated on the web address exoticke-rostliny.cz, so it is available 24 hours a day, 7 days at week.
2. The Buyer buys the goods from the Seller at the price valid at the time of ordering. The purchase price is always listed for specific goods in the online store.

3. The costs of postage and packaging are borne by the buyer according to the method he chose when ordering the goods. These the costs shall be governed by the prices set out in Article X of these Terms and Conditions.

IV. A conclusion of the contract

1. The purchase contract is concluded on the basis of the acceptance of the Seller's offer by the Buyer by ordering the goods, which are listed on the Seller's website. The order cannot be placed by phone.
2. Each contract concluded between the Seller and the Buyer may be concluded only in Czech and English language.
3. Acceptance of a tender with an amendment or derogation shall not constitute acceptance of the tender and shall not produce legal effects, and even if the amendment or deviation does not substantially change the terms of the offer.
4. Acceptance of unsolicited performance by the Buyer does not mean acceptance of the offer. When acceptance of unsolicited performance, the Buyer is obliged to exist about the existence of this performance of the Seller inform.
5. After the completion of the order, a confirmation of the order will be sent to the Buyer electronically (conclusion of the purchase contract). The Buyer's order remains with the Seller.
6. The Buyer may correct errors made during data entry before placing the order only until sending the order. After sending the order to the Seller, the Buyer may sell the Seller by inform these errors through his contact details. For the Seller they are these changes are legally binding only if they confirm to the Buyer in writing that he is with them understood.

V. Withdrawal from the contract

1. In the event that the Buyer took the goods in a way other than in person, if when it was ordered goods delivered by transport service, the period for withdrawal from the contract is 14 days from delivery.
2. If the Buyer fulfills all the requirements for withdrawal from the consumer contract concluded remotely and if he decides to resign within the above period, it must be fulfilled following conditions:
 - Send a letter (preferably by e-mail to svoboda.kaktus@seznam.cz.) with the text: "Me (name of Buyer) I concluded contract No (number orders / invoices) with Aneta Svobodová. In connection with the provisions of Act no. C. 89/2012 Sb. on consumer contracts concluded by distance I unilaterally withdraw from the above contract, I demand a refund of the amount paid For the goods on the account number: / and I declare that I comply with all legal requirements for this withdrawal from the contract according to the relevant legal regulations.
 - In the case of a written copy of the letter, the Buyer is obliged to provide the relevant letter date and handwritten signature.
 - Goods sent and delivered back to the Seller's address must be undamaged, complete and with a copy of the proof of purchase. In case of non-compliance with any of the above the Seller has the right to refuse the returned goods or to reduce the amount proportionally, for which the goods will be taken back.
 - The possibility to withdraw from the contract does not apply to goods modified according to the Buyer's wishes and other goods that cannot be returned to their original condition before purchase.

VI. Defective performance rights

1. The Seller is responsible to the Buyer for the fact that the goods have no defects other than the corresponding ones upon receipt the degree of use or wear and tear that the goods have due to their age and that at the time the buyer has taken over the goods:
 - the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics which the Seller described or which the Buyer expected with regard to the nature of the goods;

- the goods are suitable for the purpose stated by the Seller for its use or for which the goods are intended of this kind usually used;
 - the goods are in the appropriate quantity, measure or quality; on goods meets the requirements of legislation.
- 2. The right from defective performance does not belong to the Buyer, if the Buyer knew before taking over the thing that the thing has a defect, or if the buyer caused the defect himself.
- 3. The Buyer's right to defective performance is based on the defect that the goods have when taken over by the Buyer.
- 4. If the defective performance is a material breach of contract, ie such a breach of which, if The Buyer knew before the purchase, he would not make the purchase, the Buyer has the right to:
 - to eliminate the defect by delivering the missing item;
 - to eliminate the defect by repairing the thing
 - for a reasonable discount from the purchase price;
 - to withdraw from the contract.
- 5. If the defect is remediable, the Buyer may demand either the repair or addition of what is missing, or reasonable discounts on the purchase price. If the defect cannot be remedied and the goods cannot be used properly for it, the Buyer may either withdraw from the contract or demand a reasonable discount from the purchase price.
- 6. If the defective performance is an insignificant breach of contract, the Buyer has the right to eliminate the defect, or for a reasonable discount from the purchase price.
- 7. The Buyer shall inform the Seller which right he has chosen when notifying the defect or without unnecessary postponement after notification of the defect. The Buyer cannot change the choice made without consent Seller. If the Buyer does not report the defect without undue delay after the defect in the goods has lost its right to a material breach of contract and can continue to exercise it only rights arising out of a defect which is a minor breach of contract.
- 8. The Buyer exercises the rights arising from defective performance with the Seller by letter to the address or by electronic communication.

VII. Complaint goods

1. In the event of a complaint during the warranty period, the Buyer may inform the Seller in one of following options:
 - to the e-mail address svoboda.kaktus@seznam.cz
 - by phone at +420 792 311 110, +420 777 666 218
2. Complaints, including defects, will be settled without undue delay, no later than 30 days from the date claim.
3. A sales note shall be attached to each item. By accepting the goods, the customer confirms his consent with business conditions. If the goods are not personally collected, it means the acceptance of the goods the moment when he receives the goods from the carrier.
4. The Czech business inspection, ID: 000 20 869, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: coi.cz.
5. In the event that the dispute is not settled out of court, it resolves mutual disputes between the Seller and Buyers general courts. Applicable law for resolving disputes in case of concluding a contract with the foreigner is exclusively Czech.

VIII. Product information

1. Information about the goods offered in the Seller's online store is for illustrative purposes only character and in details may differ from the delivered goods.
2. In the online store there are always current and valid prices of the offered goods, including VAT. Included goods do not include postage and packing.

IX. Payment Terms

1. Ordered goods can be paid for:
 - payment in cash upon delivery of the goods (cash is taken over from the Buyer by the carrier),

- payment by transfer to the Seller's account after the completion of the order.
- 2. The goods remain the property of the Seller until full payment.

X. Delivery conditions

1. Sending by transport service: the ordered goods will be sent by the selected transport service. Price transport is governed by the price list of the carrier current on the day of the order.
2. The buyer is obliged to take over the goods upon delivery, with the exception specified in Article X, paragraph 5 of these business conditions. If the buyer does not take over the goods upon delivery, the Seller is entitled from purchase contract to withdraw.
3. If, for a reason on the part of the Buyer, it is necessary to deliver the goods repeatedly or otherwise in the manner specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of goods, as well as costs associated with another method of delivery.
4. When taking over the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and notify the carrier of any defects. The Buyer is not obliged to deliver goods with obviously damaged packaging from the carrier to take over.
5. By signing the delivery note, the buyer confirms that the consignment of goods met all the conditions and requisites and any subsequent claims regarding breach of the package will not be taken into account.
6. Other rights and obligations in the transport of goods may be specified in the relevant delivery conditions of the carrier.

XII. Final Provisions

1. These terms and conditions form an integral part of any contract concluded between the Seller and Buyer valid from 1.1 2021
2. Current business conditions are available on the Seller's website.
3. The seller reserves the right to change these terms and conditions without prior notice.