

# Terms and Conditions

of DesignVille s.r.o.

for the Sale of Goods through the Online Store at [www.designville.eu](http://www.designville.eu)

## 1. Introductory Provisions

### 1.1 Seller

1.1.1 The online store DesignVille is run by DesignVille s.r.o., ID 02652269, VAT ID CZ02652269 seated at Netroufalky 797/5, 625 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, file No. C 82039.

1.1.2 Seller's contact details:

- mailing address: DesignVille, Netroufalky 797/5, 625 00 Brno, Czech Republic
- electronic address: [shop@designville.eu](mailto:shop@designville.eu)
- telephone: +420 730 899 214

### 1.2 Definitions and interpretation of terms

Buyer's electronic address – the buyer's electronic mail address through which the buyer logs in their user account and sends orders;

- Online store – the online system run on the internet at the domain (URL) <https://www.designville.eu>, which makes it possible to make purchase contracts between the seller and buyer through means of distance communication;
- Buyer – a natural person (individual), or a natural person who is an entrepreneur, or a legal entity which has made a purchase contract;
- Buyer-consumer – a natural person (individual) who is not making a purchase contract in the course of their entrepreneurial activity or in the course of independent pursuit of their occupation (Section 419 of the Civil Code);
- Purchase contract – a purchase contract made electronically through the online store between the seller (as the seller) and a buyer;
- Civil Code – Act No. 89/2012 of the Collection of Laws of the Czech Republic (Coll.), the Civil Code, as amended;
- Terms and Conditions – the terms and conditions of the online store DesignVille, which form an integral part of the purchase contract;
- Order – a binding electronic proposal to make a purchase contract, which is created by filling necessary details in the order form (e.g. quantity, delivery address) and sending the order form to the seller through

the online store;

- Seller – the operator of the online store, i.e. DesignVille s.r.o., as identified in Art. 1.1;
- Registration – filling out the registration form as part of an order; a customer account is automatically created for the buyer afterwards if the buyer gives consent for the seller to process the buyer's personal data for this purpose;
- User account – the administrative user interface created with the buyer's consent and specified in Art. 2 of the Terms and Conditions;
- Website – the website of the online store run at the internet address [www.designville.eu](http://www.designville.eu)
- Goods or items – movable items sold through the online store.

### 1.3 Terms and Conditions

1.3.1 These Terms and Conditions of the seller regulate, in accordance with Section 1751(1) of the Civil Code, mutual rights and obligations arisen for contracting parties in connection or on the basis of a purchase contract (hereinafter referred to as "purchase contract") made between the seller and buyer through the seller's online store.

1.3.2 Any provisions derogating from the Terms and Conditions may be agreed in a purchase contract. Such derogating provisions of a purchase contract take precedence over the provisions of the Terms and Conditions.

1.3.3 The provisions of the Terms and Conditions form an integral part of the purchase contract.

1.3.4 The seller may unilaterally change these Terms and Conditions at any time. However, the rights and obligations under the purchase contracts already made are governed by the wording of the Terms and Conditions in effect at the moment of making the purchase contract, and any subsequent changes to the Terms and Conditions have no effect on the purchase contracts already made.

### 1.4 Application of the Terms and Conditions on entrepreneurs

1.4.1 The purchase contract made between the seller and buyer is governed by the Civil Code. If the buyer is a **consumer** under Section 419 of the Civil Code, then the purchase contract is governed, in addition to the applicable provisions of the Civil Code regulating purchase contracts (Section 2079 et seq.), by the provisions of the Civil Code regulating the sale of goods to consumers (Section 2158 et seq.) and by the general rules for consumer contracts (Section 1810 et seq.).

1.4.2 If the buyer is an **entrepreneur** under Sections 420 – 421 of the Civil Code, the applicable provisions of the Civil Code will be used. The provisions on obligations established in contracts made with consumers (Section 1810 et seq.) and the provisions on the sale of goods to consumers (Section 2158 et seq.) will not apply to the relationship between the seller and the buyer who is an entrepreneur, and the selected rights and obligations in certain fields, e.g. liability for defects, quality guarantee or compensation for damage, may be agreed in the Terms and Conditions by way of derogation from the applicable provisions of the Civil Code, except for mandatory legal provisions.

1.4.3 Unless stated below in these Terms and Conditions that a certain article or group of articles of the Terms and Conditions only apply to the buyer who is a consumer or, by contrast, to the buyer who is an entrepreneur, these

Terms and Conditions apply to all purchase contracts notwithstanding whether the buyer is a consumer or entrepreneur.

1.4.4 The Czech law applies to the relationships established by the purchase contract. A purchase contract may be made in Czech language.

### **1.5 Option to archive the Terms and Conditions**

1.5.1 The Terms and Conditions are accessible on the online store's website at <https://www.designville.eu/terms>.

1.5.2 The Terms and Conditions are sent to the buyer together with a confirmation of order receipt in the pdf format or another appropriate format that makes it possible for the buyer to archive them in electronic form or print them.

1.5.3 The purchase contracts made are archived by the seller in electronic form and are not accessible.

1.5.4 Details of each order are accessible to the buyer in the administration interface of the buyer's user account. In addition, the buyer may archive details of the buyer's orders particularly by archiving confirmations of order receipt that are sent to the buyer by e-mail to the e-mail address stated by the buyer in the order. Such confirmation contains recapitulation of all details entered by the buyer in the order, particularly specification of the goods, purchase price including VAT, shipping costs and other details and conditions, as the case may be.

## **2. User Account**

2.1 Based on the buyer's registration on the website, the buyer may access their user interface. From their user interface, the buyer may order goods.

2.2 When registering themselves on the website and ordering goods, the buyer is obliged to make sure that all details provided by the buyer are accurate and true. Whenever the details stated in their user account are changed, the buyer is obliged to update them. The details stated by the buyer in their user account and provided when ordering goods are regarded by the seller as accurate.

2.3 The access to the user account is secured by the user name and password. The buyer is obliged to maintain confidentiality of the information necessary for the access to their user account.

2.4 The buyer is not allowed to make it possible for third parties to use the buyer's user account.

2.5 The seller may cancel a user account particularly if the buyer has not used their user account for more than three years or if the buyer breaches their obligations under the purchase contract (including the Terms and Conditions).

2.6 The buyer takes note that the user account does not have to be accessible unceasingly, particularly with regard to necessary maintenance of the seller's hardware and software or necessary maintenance of the hardware and software of third parties.

## 3. Making a Purchase Contract

### 3.1 Offer of goods

3.1.1 The goods display on the website of the online store does not constitute a binding offer within the meaning of Section 1732(2) of the Civil Code. It is only an invitation for the buyers to send a binding proposal to make a purchase contract. All the presentation of the goods on the website interface of the online store is of an informative nature.

3.1.2 The seller does not guarantee immediate availability of the goods displayed on the website of the online store. The delivery terms are regulated in Art. 6.1 of the Terms and Conditions, and the seller will always inform the buyer about the term (time) of the goods delivery before the buyer places a binding order.

3.1.3 After clicking on the goods offered in the online store, information about the goods will be displayed, namely their description, precise price of the goods including value added tax and all related fees, and usually also a photograph of the goods. The prices of goods will remain in the amount in effect at the time of sending the order of the given goods even if the amount of the purchase price of the given goods is changed after the order is sent. This provision is without prejudice to the seller's option to make a purchase contract on individually agreed conditions.

3.1.4 The website interface of the store also contains information about the costs associated with packaging and delivering the goods. The information about the costs associated with packaging and delivering the goods that is stated on the website interface of the store only apply to the cases where the goods are delivered within the territory of the EU.

3.1.5 The buyer hereby declares that the prices of the goods are not adjusted to the particular consumer on the basis of automated decision-making ("dynamic pricing").

### 3.2 Order of goods through the online store, confirmation and making a purchase contract

3.2.1 To order goods, the buyer must put the goods in the virtual shopping cart and fill out the order form on the website interface of the store. The order form contains particularly information about:

- the ordered goods (the goods being ordered are put by the buyer in the electronic shopping cart on the website interface of the store),
- the method of payment of the purchase price of the goods, details about the required method of delivery of the goods being ordered, and
- the costs associated with the goods delivery (hereinafter jointly referred to as "order").

3.2.2 Prior to sending the order to the seller, the buyer is allowed to check and change the details entered by the buyer in the order, also with regard to the buyer's opportunity to detect and correct mistakes made when entering details in the order. The buyer sends the order by clicking on the button "**Buy now**". The details stated in the order are regarded by the seller as accurate, and the order sent is a binding proposal of the buyer to make a purchase contract.

3.2.3 Immediately after receiving the order, the seller will confirm the receipt to the buyer by electronic mail, namely to the electronic address of the buyer stated in the buyer's user account or in the order. However, such confirmation of the order receipt by the seller is not acceptance of the buyer's order by the seller – it is only the order recapitulation automatically generated by the seller's system. If the buyer has entered inaccurate contact

details, in the consequence of which the order confirmation cannot be delivered to the buyer, the seller may cancel the order.

3.2.4 The purchase contract is only made at the moment when a binding order acceptance by the seller is delivered to the buyer's electronic address; such binding order acceptance is sent by the seller to the buyer by electronic mail, namely to the electronic mail address of the buyer.

3.2.5 Depending on the order nature (an unusual quantity of the goods, amount of the purchase price, expected shipping costs), the seller may always request the buyer for additional confirmation of the order (e.g. in writing or by telephone).

3.2.6 The seller hereby, in accordance with Section 1740 of the Civil Code, excludes in advance an option to accept an offer with an amendment or reservation both in the course of making an ordinary purchase contract and in the course of negotiating individual conditions of a purchase contract in accordance with Art. 3.1.3 (last sentence). This provision is bilateral; the purchase contract is always made on the basis of unreserved acceptance of the other party's proposal.

3.2.7 The buyer takes note that the seller is not obliged to make a purchase contract, particularly with persons who materially breached their obligations towards the seller in the past.

3.2.8 The buyer agrees with the use of means of distance communication when making the purchase contract. The costs incurred by the buyer when using the means of distance communication in connection with making a purchase contract (i.e. the costs of internet connection and telephone calls, in particular) are covered by the buyer themselves, and such costs do not differ from the basic rate.

## 4. Price of Goods, and Payment Terms

4.1 The price of the goods and any costs associated with the goods delivery under the purchase contract may be paid by the buyer to the seller by the following methods:

- by bank transfer in advance to the seller's account IBAN No. CZ8620100000002900984331 with FIO Banka (hereinafter referred to as the "seller's account");
- by card and instant transfer through internet banking using the payment gateway PayU (Google Pay and Apple Pay included).

4.2 Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivering the goods in the agreed amount. Unless expressly agreed otherwise, the purchase price also means the costs associated with the goods delivery.

4.3 If paid by cash on delivery (not available for all countries), the purchase price is due at the moment of takeover of the goods. Where a cashless payment is made, the purchase price is due in 5 days from making the purchase contract.

4.4 Where a cashless payment is used, the buyer is obliged to state the variable symbol of the payment when paying the purchase price of the goods. Where a cashless payment is made, the buyer's obligation to pay the purchase price is fulfilled at the moment when the amount concerned is credited to the seller's account.

4.5 Particularly in cases where the buyer fails to provide an additional confirmation of their order (Art. 3.2.5) and where goods with quite large dimensions or quite high value are ordered, the seller may require payment of the full purchase price before sending the goods to the buyer. The provision of Section 2119(1) of the Civil Code will not apply.

4.6 The goods remain the seller's property until full payment of the price for the ordered goods, including the postage and packing charges, as the case may be.

4.7 No discounts on the goods price given by the seller to the buyer may be mutually combined.

4.8 If this is a customary business practice or if this is laid down in the applicable legislation, the seller will issue a tax document – invoice to the buyer for the payments made on the basis of the purchase contract. After the purchase contract is made, the seller may issue an advance invoice if requested by the buyer. The seller is a value added tax payer. The seller will issue a tax document – invoice to the buyer after receiving the payment of the price of the goods, and will send it in electronic form to the buyer's electronic address.

## 5. Withdrawal from the Purchase Contract

### 5.1 Withdrawal from the purchase contract by the buyer-consumer (Art. 5.1 will not apply to the buyer-entrepreneur)

5.1.1 The buyer takes note that under Section 1837 of the Civil Code it is not possible to withdraw from i.a. a purchase contract concerning the delivery of:

- goods manufactured according to the buyer's requirements or tailored to the buyer's personal needs (Art. 5.1.2),
- perishable goods or goods that expire rapidly, as well as goods that were, given their nature, irreversibly mixed with other goods after the delivery,
- goods delivered in sealed packaging which cannot be returned for the reasons of health protection or hygiene after the buyer broke the seal, and
- audio or video recordings or computer programs in sealed packaging if the buyer has broken the packaging.

5.1.2 Goods manufactured according to the buyer's requirements or tailored to the buyer's personal needs mean, among other things, such goods that are ordered by the seller from the manufacturer and/or that are manufactured by the manufacturer in one of several variants on offer (e.g. color variant or surface finish, staining, upholstery fabric, large-format wallpaper of a non-standard size requested by the buyer, etc.) only after the buyer's order is accepted. At the product page in the online store at [www.designville.eu](http://www.designville.eu), such goods are usually (but not necessarily) marked as goods "made to order". The marking of goods "made to order" is also stated in the order recapitulation that is sent to the buyer by e-mail after the order is received in the seller's system.

5.1.3 If the subject-matter of the purchase contract is wallpaper (one or more pieces of the same pattern) in standardized rolls, the buyer takes note that, in order to secure color uniformity and pattern continuity, it is necessary to order wallpaper rolls of the same production batch from the manufacturer, so the order is made solely for the buyer. The seller will allow the buyer to withdraw from the purchase contract if the buyer returns the seller the entire delivery of the goods specified above (the full number of the purchased wallpaper rolls). Withdrawal from the purchase contract is not allowed where the buyer wishes to return only some of the rolls (e.g. rolls left after papering), because such goods are practically impossible for the seller to resell due to the specifics of print batches. For these purposes, the seller provides a tool available for each wallpaper that makes it possible for the

buyer to calculate the wallpaper quantity (number of rolls) the buyer will need to paper the wall size entered by the buyer.

5.1.4 Unless it is a case stated in Art. 5.1.1, 5.1.2 or 5.1.3 or any other case where it is not possible to withdraw from the purchase contract, the buyer has a right to withdraw from the purchase contract in accordance with Section 1829(1) of the Civil Code. The seller makes it possible for the buyer-consumer to withdraw within thirty (30) days from the day when the buyer or a third party that is designated by the buyer but is not the carrier takes over the goods, or:

- the last piece of the goods if the buyer orders several pieces of goods in a single order but the pieces are delivered separately,
- the last item or part of the delivery of goods consisting of several items or parts, or
- the first delivery of goods if regular deliveries of goods for a certain period are agreed in the contract.

A notice of withdrawal from the purchase contract must be sent to the seller within the time limit stated in Art. 5.1.4 of the Terms and Conditions. To withdraw from the purchase contract, the buyer may use the form available at <https://www.designville.eu/download/withdrawal.pdf>. A notice of withdrawal from the purchase contract may be sent by the buyer i.a. to the address of the seller's seat or the electronic mail address of the seller: [shop@designville.eu](mailto:shop@designville.eu).

5.1.5 In the event of withdrawal from the purchase contract, the purchase contract is null and void from the beginning. The buyer will send or hand over the goods back to the seller without undue delay but no later than fourteen (14) days after withdrawal from the contract, unless the seller offers that it will collect the goods from the buyer. The time limit referred to in the previous sentence is met if the buyer sends the goods prior to expiry of such time limit. If the buyer withdraws from the purchase contract, then the buyer bears the costs associated with the return of the goods to the seller, including in events where the goods cannot be returned by ordinary mail due to their nature. Where the goods cannot be returned by ordinary mail due to their nature, the costs of the goods return range from EUR 10 to 800, depending on the size and weight of the goods, the distance from which the goods are returned, and the prices of the carrier.

5.1.6 Within five (5) days from the return of the goods by the buyer under Art. 5.1.4 of the Terms and Conditions, the seller may inspect the returned goods in order to find out whether or not the value of the goods has decreased in the consequence of handling the goods in a manner other than necessary for the buyer to get acquainted with the nature, characteristics and functionality of the goods, particularly whether or not the returned goods have been damaged, worn out or partially consumed.

5.1.7 In the event of withdrawal from the contract under Art. 5.1.4 of the Terms and Conditions, the funds, including the delivery costs, received from the buyer will be returned by the seller within fourteen (14) days from the withdrawal from the purchase contract by the buyer, by the same method by which the seller received the funds from the buyer. If the buyer selects a method of goods delivery other than the cheapest one offered by the seller, the seller will return the buyer the costs of goods delivery in the amount equal to the cheapest offered method of goods delivery. The seller may also return the payment provided by the buyer as early as when the goods are returned by the buyer or by a different method, provided that the buyer agrees with that and incurs no further costs in the consequence. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to the seller or proves that the buyer has sent the goods to the entrepreneur, whichever is earlier.

5.1.8 The buyer takes note that if the value of the goods returned by the buyer has been decreased e.g. in the consequence of damage, wear or partial consumption of the goods, the seller has a right to obtain from the buyer

compensation for damage thus incurred by the seller. The seller has a right to unilaterally set off its claim to compensation for damage to the goods against the buyer's claim to the refund of the purchase price.

5.1.9 In events where the buyer has a right to withdraw from the purchase contract in accordance with Section 1829(1) of the Civil Code, the seller also has a right to withdraw from the purchase contract at any time until the time when the goods are taken over by the buyer. In such case, the seller will return the buyer the purchase price without undue delay by a cashless payment to the account specified by the buyer.

5.1.10 If together with the goods the buyer is provided a gift, the gift agreement between the seller and buyer is made with the resolutive condition that if the buyer withdraws from the purchase contract, the gift agreement concerning such gift ceases to have effect and the buyer is obliged to return the gift together with the goods to the seller.

## **5.2. Withdrawal from the purchase contract by the buyer-entrepreneur**

5.2.1 For the purposes of these Terms and Conditions, entrepreneurs mean persons stated in Sections 420 and 421 of the Civil Code.

5.2.2 Upon confirmation of the order by the seller on the basis of the buyer's proposal or upon payment of an advance by the buyer (whichever is earlier), the order becomes binding on the buyer and may no longer be changed or withdrawn.

5.2.3 If the delivery date is substantially postponed due to a delay on the part of the manufacturer or supplier (delay of no less than 30 days after the agreed delivery date), the buyer may notify the seller that the buyer intends to withdraw from the contract. The seller will only allow withdrawal from the contract in cases where the order cancellation is also accepted by the manufacturer (supplier). The buyer takes note that such request for withdrawal does not have to be granted, particularly if the buyer has ordered quite a large quantity of goods or goods individually manufactured for the buyer. In such cases, the buyer takes note that a delay from the agreed delivery date on the part of the manufacturer, distributor or carrier or caused by force majeure events does not constitute a material breach of the purchase contract by the seller.

5.2.4 The notice of intention to withdraw by the buyer, as well as its subsequent acceptance by the seller, as the case may be, must be in writing, and the withdrawal notice will clearly identify the order (order number) to which the intention to withdraw relates.

5.2.5 In the event of valid withdrawal where the seller allows withdrawal from the purchase contract, the seller is obliged to return the buyer the purchase price by cashless transfer to the buyer's account from which the purchase price was paid.

5.2.6 The provisions of Art. 5.2.1 – 5.2.4 do not apply to the relationship established by a purchase contract made with a buyer-consumer.

## **6. Carriage and Delivery of the Goods**

### **6.1 Delivery time for the goods**

6.1.1 The goods that are marked on the website as goods "in stock" will be delivered to the buyer within the statutory time limit of 30 days at the latest after making the purchase contract.



6.1.2 The delivery time for the goods that the seller does not have in stock is stated on the website in the product details. If the buyer accepts a delivery time that is longer than 30 days, the buyer will always give their express consent in e-mail communication or in the order form on the website.

6.1.3 The seller informs the buyer by telephone or electronic mail that it has handed over the goods for carriage and when the consignment delivery may be expected.

6.1.4 Where the parties agree on a cashless payment made in advance to the seller's account, the delivery time expressed as a period (e.g. within X working days) begins on the day when the purchase price is credited to the seller's account. If the buyer fails to state the variable symbol that was communicated to the buyer by the seller or if the buyer states a wrong variable symbol, the delivery time may be extended accordingly by the time it took to match the payment to the buyer's order.

## **6.2 Methods of goods delivery, costs of storage**

6.2.1 The method and place of goods delivery are specified by the buyer in the order. The seller fulfils the obligation to deliver the goods by sending them to the address stated by the buyer in the order.

6.2.2 If under the purchase contract the seller is obliged to deliver goods to the place specified by the buyer in the order, the buyer is obliged to take delivery of the goods.

6.2.3 If for reasons on the buyer's part it is necessary to make additional attempts to deliver the goods or to deliver the goods by a method other than the one stated in the order, the buyer is obliged to pay the costs associated with such additional attempts to deliver the goods or the costs associated with such other method of delivery, as the case may be.

6.2.4 If the goods cannot be delivered (handed over) at the agreed delivery time for reasons on the buyer's part, the seller may store the goods in its warehouse or a third party's warehouse. If the period of such goods storage exceeds 30 days, the seller may require the buyer to pay the costs associated with storing the goods in the amount of EUR 65 net of VAT per m<sup>2</sup> of the occupied area per month. If the buyer fails to take over the goods within 90 days from the delivery of the first information about the date of delivery (handover) of the goods, the seller may withdraw from the purchase contract. The withdrawal is without prejudice to the seller's right to obtain payment of the storage fee and, as the case may be, additional costs or compensation for damage incurred in connection with the failure to take over the delivered goods.

6.2.5 Unless expressly agreed otherwise between the seller and buyer (i.e. unless the buyer has paid an extra fee for services such as taking the goods to a particular place inside the building or assembling the goods), the purchase price and the price for carriage do not include any costs of handling the goods behind "the front door" or assembling the goods, moving furniture, and removing and disposing the waste. The buyer is only entitled to have the goods delivered "to the front door", particularly in the event of a delivery of oversized goods (e.g. wardrobes or beds).

## **6.3 Passage of the ownership right and risk of damage to the goods**

6.3.1 The ownership right in the goods pass to the buyer upon their handover to the buyer (if the purchase price has been paid), otherwise upon full payment of the purchase price.

6.3.2 The risk of damage to the goods pass to the buyer at the moment when the seller hands over the goods to the carrier for the purpose of carriage of the goods to the place specified in the purchase contract. If the goods are not sent through a carrier, the applicable provisions of the Civil Code (Section 2121 et seq.) will apply.

## **6.4 Inspection of goods by the buyer, handling damaged consignments**

6.4.1 The buyer is obliged to inspect the goods and, before taking them over from the carrier, to check whether or not the consignment shows any signs of damage caused during the carriage (particularly whether or not the package or original packaging of the goods is torn or damaged, provided that this is detectable, or whether or not there are any signs of unauthorized opening of the consignment and handling of the goods or their parts, e.g. components). If the consignment is damaged, the buyer is obliged to check the condition of the goods inside the consignment and draw up a record of any damage of the goods caused during the carriage in the carrier's presence (i.e. state a description of the damage in the consignment note or other record or document of the carrier), or otherwise report the damage of the consignment (e.g. in the event of goods delivery through self-service pick-up boxes). The buyer also has a right to refuse to take over a clearly damaged consignment but is obliged to draw up a record of such damage as referred to in the preceding sentence.

## **6.5 Seller's delay in handing over the goods**

6.5.1 If the handover of the goods by the seller is delayed, the buyer-consumer may withdraw from the contract, provided that the seller fails to fulfil its obligation even within an additional reasonable period provided to the seller by the buyer. The buyer-consumer may withdraw from the purchase contract without such additional period only if the seller refused to perform or if the delivery is necessary at a certain time with regard to the circumstances at the time of making the purchase contract or if the buyer-consumer informed the seller before making the contract that the delivery at a certain time is necessary.

6.5.2 The rights of the buyer-entrepreneur in the event of a delayed handover of the goods are governed by Art. 5.2.3 of the Terms and Conditions.

## **7. Rights Arising from Defective Performance**

### **7.1 Rights of the buyer-consumer arising from defective performance (Art. 7.1 will not apply to the buyer-entrepreneur)**

7.1.1 The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the applicable legislation (particularly Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174b of the Civil Code, and Consumer Protection Act No. 634/1992 Coll., as amended).

7.1.2 The seller guarantees to the buyer that the goods (item) have no defects at the time of takeover. In particular, the seller guarantees to the buyer that at the time of takeover of the goods by the buyer the given item:

- corresponds to the agreed description, kind and quantity as well as the quality, functionality, compatibility, interoperability and other agreed characteristics,
- is fit for the purpose for which the buyer requires the item and to which the seller agrees, and
- is delivered with the agreed accessories and instructions for use, including instructions for assembly or installation,
- is fit for the purpose for which the items of this kind are usually used, also with regard to the rights of third parties, legal regulations, technical norms, or codes of conduct in the given field if there are no technical norms,
- has the quantity, quality and other characteristics, including the lifetime period, functionality, compatibility and safety, that correspond to the usual characteristics of items of the same kind that may be reasonably expected by the buyer, also with regard to public declarations made by the seller or another party in the same contractual chain, particularly through advertising or designation, unless the seller proves that it was not aware of such declarations, or that by the time of making the purchase contract such declaration had

been modified at least in a manner comparable to the manner in which it was made, or that it could not have an effect on the decision on the purchase,

- is delivered with accessories, including the packaging, instructions for assembly and other instructions for use that may be reasonably expected by the buyer, and
- corresponds, in terms of quality or workmanship, to the sample or model provided by the seller to the buyer prior to making the purchase contract.

7.1.3 The provision of Art. 7.1.2 of the Terms and Conditions will not apply if prior to making the purchase contract the seller particularly informed the buyer that a certain characteristic of the item differs and the buyer expressly accepted that when making the purchase contract.

7.1.4 The seller is also liable to the buyer for any defect caused by improper assembly or installation that was carried out under the purchase contract by the seller or on the seller's responsibility.

7.1.5 If a defect is manifested in the course of one year after the takeover, the item is deemed to have already been defective at the time of handover, unless this is excluded by the nature of the item or defect. Such one-year period does not run for the time for which the buyer cannot use the item, provided that the buyer's complaint about the defect was justified. This also applies if the assembly or installation was carried out by the buyer and the defect occurred in the consequence of a defect in the assembly instructions that were provided by the seller.

7.1.6 If the item has a defect, the buyer may demand removal of the defect. The buyer may, at their discretion, demand either delivery of a new item free of defects or repair of the item, unless the selected method of the defect removal is impossible or unreasonably expensive in comparison with the other method; this will be assessed particularly with regard to the defect significance, the value the item would have without the defect, and whether the defect may be removed by the other method without any considerable problems for the buyer. The seller may refuse to remove the defect if this is impossible or unreasonably expensive particularly with regard to the defect significance and the value the item would have without the defect.

7.1.7 Within a reasonable time limit after a complaint about the defect is made, the seller will remove the defect in a manner not causing any considerable difficulties to the buyer, while taking account of the nature of the item and the purpose for which the buyer bought the item. To remove the defect, the seller will take over the item at the seller's expense. If this requires disassembly of the item that had been assembled in accordance with the nature and purpose of the item before the defect was manifested, the seller will disassemble the defective item and assemble the repaired or new item, or pay the costs associated with such activities.

7.1.8 The buyer may demand a reasonable discount or may withdraw from the purchase contract if:

- the seller refused to remove the defect or failed to remove the defect under Art. 7.1.12 of the Terms and Conditions,
- the defect is manifested repeatedly,
- the defect constitutes a material breach of the purchase contract, or
- it is evident from the seller's declaration or from the circumstances that the defect will not be removed within a reasonable time or without considerable difficulties for the buyer.

7.1.9 If a defect of the item is insignificant, the buyer may not withdraw from the purchase contract (in accordance with Art. 7.1.8 of the Terms and Conditions); it is deemed that the defect of the item is not insignificant. If the buyer withdraws from the purchase contract, the seller will return the buyer the purchase price without undue delay after receiving the item or obtaining a proof from the buyer that the buyer has sent the item.

7.1.10 A complaint about a defect may be submitted to the seller from which the item was bought. Rights arising from defective performance (complaints) are exercised by the buyer at the seller on the business premises at Netroufalky 5, 625 00 Brno, by telephone at 730 899 214, or by electronic mail at [shop@designville.cz](mailto:shop@designville.cz).

7.1.11 When a complaint is submitted, the seller is obliged to provide the buyer with a written confirmation stating the date when the buyer submitted a complaint, the content of the complaint, the method of handling the complaint as required by the buyer, and the buyer's contact details for the purpose of providing information about resolving the complaint. This obligation also applies to other parties designated to carry out the repair.

7.1.12 The complaint handling process, including defect removal, must be completed and the buyer must be informed about that no later than thirty (30) days from the day when the complaint was submitted, unless a longer period is agreed between the seller and buyer.

7.1.13 After the time limit referred to in Art. 7.1.12 of the Terms and Conditions expires without the complaint handling process being completed, the buyer may withdraw from the purchase contract or demand a reasonable discount.

7.1.14 The seller is obliged to provide the buyer with a confirmation of the date and method of handling the complaint, including a confirmation of repair, and the duration of the complaint handling process or, as the case may be, a written statement of the reason for rejecting the complaint. This obligation also applies to other parties designated to carry out the repair.

7.1.15 Whoever has a right arising from defective performance is also entitled to compensation for the costs efficiently incurred to exercise such right. However, if the buyer fails to exercise the right to the compensation within one month after expiry of the period within which a complaint about the defect must be submitted, the court will not adjudge the right if the seller objects that the right to the compensation was not exercised in time.

7.1.16 Other rights and obligations of the parties associated with the seller's liability for defects may be regulated in the Complaint Rules of the seller.

7.1.17 The seller or another party may also give the buyer a quality warranty beyond the scope of the buyer's statutory rights arising from defective performance.

## **7.2 Rights of the buyer-entrepreneur arising from defective performance**

7.2.1 The rights of the buyer-entrepreneur arising from defective performance are governed by Sections 2099 – 2112 of the Civil Code.

7.2.2 The seller gives the buyer-entrepreneur a quality warranty of the same duration as given by the manufacturer or distributor of the goods in the form of a warranty certificate or any other express written declaration of warranty that is originally packed together with the goods and other documentation, as the case may be; the warranty begins on the day thus stated by the manufacturer or distributor. The buyer-entrepreneur hereby takes note that mere statements of the warranty period or useful life of the goods on the packaging or in advertising do not have effects of a quality warranty, and the seller will not take account of such declarations. If no warranty certificate is issued for the goods, the buyer exercises rights arising from defects on the basis of a document of purchase (invoice) issued by the seller, and has only rights arising from defective performance under Sections 2099 – 2112 of the Civil Code.

7.2.3 If the length of a warranty period is stated on the website of the online store, such warranty period only applies to buyers-consumers, not to buyers-entrepreneurs. If asked by the buyer-entrepreneur, the seller will provide information about the length of the warranty period before making the purchase contract. Any additional exclusions or limitations of warranty are also possible if stated by the manufacturer or distributor of the goods in their warranty terms.

## 8. Other Rights and Obligations of the Contracting Parties

8.1. The buyer takes note that the software and other parts forming the website interface of the online store (including photographs of the goods on offer) are protected by copyright. The buyer undertakes not to carry out any activity that could make it possible for the buyer or third parties to tamper with or use without authorization the software or other parts forming the website interface of the online store.

8.2. When using the website interface of the online store, the buyer is not allowed to use any mechanisms, software or other procedures that could have a negative impact on the operation of the website interface of the online store. The website interface of the online store may only be used to the extent that is not to the detriment of the rights of other customers of the seller and that is in line with its purpose.

8.3. The seller is not bound in relation to the buyer by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

8.4. The online dispute resolution platform at the internet address <http://ec.europa.eu/consumers/odr> may be used for the resolution of disputes between the seller and buyer from the purchase contract.

8.5. The seller is authorized to sell goods under a trade license. Trade inspections are carried out by the competent trade licensing authority within the scope of its competence. The field of personal data protection is supervised by the Office for Personal Data Protection (*in Czech: Úřad pro ochranu osobních údajů*). In addition to its other activities, the Czech Trade Inspection Authority supervises, to the specified extent, compliance with Consumer Protection Act No. 634/1992 Coll., as amended.

8.6. The buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

## 9. Personal Data Protection (Privacy Policy)

9.1. The manner of processing the buyer's personal data is stated in the separate document "Information about the processing of personal data" (<https://www.designville.eu/privacy-policy>) which contains, among other things, information to the extent required by Regulation (EU) 2016/679 of the European Parliament and of the Council (known as the General Data Protection Regulation, GDPR).

9.2. Personal data of the buyer are usually processed for the purpose of making and fulfilling a purchase contract, for the purpose of fulfilling statutory duties of the seller, and on the grounds of legitimate interests of the seller, the reasons for which are stated in the document "Information about the processing of personal data".

## 10. Sending Commercial Communications, and Storing Cookies

10.1. The buyer gives consent to be sent information related to the seller's goods, services or business to the buyer's electronic address and also gives consent to be sent commercial communications by the seller to the buyer's electronic address. The buyer has an opportunity to easily refuse consent to be sent such information. The manner of processing of the buyer's personal data for the purposes of sending information is stated in the separate document "Information about the processing of personal data".

10.2. The seller's statutory duties related to the storing of cookies on the buyer's equipment, as the case may be, are fulfilled by the seller through a separate document.

## 11. Mailing

11.1. Mail intended for the buyer may be sent to the buyer's electronic address.

## 12. Final Provisions

12.1 If the relationship established by the purchase contract involves an international (foreign) element, the parties agree that their relationship is governed by the Czech law. The choice of law under the preceding sentence does not deprive the buyer who is a consumer of the protection afforded to them by the statutory provisions that cannot be derogated from by agreement, which, in the absence of choice, would have been applicable on the basis of the provision of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

12.2 If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provisions will be replaced by provisions the meaning of which comes as close as possible to the invalid provision. Invalidity or ineffectiveness of a provision is without prejudice to the validity of the other provisions.

12.3 A form for withdrawal from the purchase contract (<https://www.designville.eu/download/withdrawal.pdf>) forms an annex to the Terms and Conditions.

In Brno on 20 January 2023