

TALABAYA

TERMS AND CONDITIONS

TALABAYA s.r.o.
registered office at Vodičkova 709/33, 110 00 Prague 1
id number: 068 10 497
registered with the Commercial Register at the Municipal Court in Prague
Section C, File 288789
for the sale of goods through an online store located at:
www.talabaya.com/e-shop

1. INTRODUCTORY PROVISIONS

- 1.1. These Business Terms and Conditions (hereinafter referred to as “**Business Terms and Conditions**”) of TALABAYA s.r.o, registered office at Vodičkova 709/33, 110 00 Prague 1, identification number: 068 10 497, entered into the Commercial Register at the Municipal Court in Prague, Section C, Insert 288789 (hereinafter referred to as the “**Seller**”) in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) mutual rights and obligations of the parties or on the basis of a purchase contract (hereinafter referred to as the “**purchase contract**”) concluded between the seller and another natural person (hereinafter referred to as the “**buyer**”) through the seller's online store. The online store is operated by the Seller on a website located at www.talabaya.com/e-shop (the “**Website**”) through the Website Interface (the “**Website Web Interface**”).
- 1.2. These Business Terms and Conditions (hereinafter the “**Business Terms and Conditions**”) of TALABAYA s.r.o., registered office at Vodičkova 709/33, 110 00 Prague 1, identification number: 068 10 497, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 288789 (hereinafter referred to as the “**Seller**”) govern, in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”) mutual rights and obligations of the parties or on the basis of a purchase contract (hereinafter referred to as the “**purchase contract**”) concluded between the seller and another natural person (hereinafter referred to as the “**buyer**”) through the seller's online store. The online store is operated by the Seller on a website located on the Internet address (hereinafter referred to as the “**Website**”) through the website interface (hereinafter referred to as the “**Web Interface of the Store**”).

- 1.3. The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person for whom the ordering of goods is in the course of his business activity or in the course of his / her freelance profession.
- 1.4. Provisions deviating from the terms and conditions can be agreed upon in the purchase contract. Divergent provisions in the sales contract shall take precedence over the provisions stated in the Terms and Conditions.

2. USER ACCOUNT

- 2.1. Based on the buyer's registration on the website, the buyer can access his user interface. From own user interface buyer can order goods (hereinafter referred to as "**user account**"). If the web interface allows it, the buyer can also order goods without registration directly from the web interface.
- 2.2. When registering on the website and ordering goods, the buyer is obliged to provide correct and truthful information. The Buyer is obliged to update the data entered into their user account upon any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.
- 2.3. Access to the user account is secured by user's name and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.
- 2.4. The Buyer is not entitled to allow the use of their user account by third parties.
- 2.5. The Buyer acknowledges that the user account may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, or necessary maintenance of hardware and software by a third party.

3. CONCLUSION OF THE PURCHASE CONTRACT

- 3.1. All presentation of the goods placed in the web interface of the shop is of informative character and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply. The web interface of the store contains information about the goods, including the prices of individual goods. Prices of goods include VAT. The prices of the goods remain valid as long as they are displayed in the shop's web interface. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.
- 3.2. Information about the cost of packaging and delivery of the goods will be provided to the user prior to the conclusion of the purchase contract and will be calculated based on the final destination.

- 3.3. To order goods, the buyer fills in the order form in the web interface of the shop. The order form contains information about:
- 3.3.1. **ordered goods** (the goods ordered are "put" by the buyer into the electronic shopping cart of the web interface of the shop),
 - 3.3.2. **payment method** of the purchase price of the goods, information on the required method of delivery of the ordered goods and
 - 3.3.3. **the costs associated with the delivery of the goods** (hereinafter collectively referred to as the "**Order**").
- 3.4. The buyer sends the order to the seller by clicking on the "send" button. The data listed in the order are deemed correct by the seller. The Seller shall confirm the order to the Buyer immediately upon receiving the order by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "**Buyer's E-mail Address**").
- 3.5. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the seller is entitled to ask the buyer for additional confirmation of the order (e.g. in writing or by telephone).
- 3.6. The contractual relationship between the Seller and the Buyer arises upon the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by e-mail to the Buyer's e-mail address.
- 3.7. The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the purchase contract (Internet connection costs, telephone costs) shall be borne by the Buyer himself, and these costs do not differ from the standard rate.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

- 4.1. The price of the goods and any costs associated with the delivery of goods under the purchase agreement, can be paid by the buyer to the seller in following ways:
- a) cashless via PayPal,**
 - b) cashless using Visa and Mastercard SSL protocol.**
- 4.2. As well as the purchase price, the buyer is obliged to pay to the seller also the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.
- 4.3. The Seller does not require the Buyer to pay a deposit or other similar payment. This is without prejudice to the provisions of Article 4.5 of the Terms and Conditions regarding the obligation to pay the purchase price of goods in advance.

- 4.4. In case of cashless payment, the purchase price is due within 7 days from the conclusion of the purchase contract.
- 4.5. Any discounts on the price of goods provided by the seller to the buyer cannot be combined.
- 4.6. If it is usual in business relations or if it is stipulated by generally binding legal regulations, the Seller shall issue to the Buyer a tax document - invoice regarding payments made under the purchase contract. The tax document - the invoice is issued by the seller to the buyer after payment of the price of the goods and sent in electronic form to the buyer's email address
- 4.7. The Seller is not registered as a payer of VAT.
- 4.8. Pursuant to the act of registration of sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online; in the event of a technical failure, no later than in 48 hours.
- 4.9. Other costs incurred in connection with the shipment of goods to the final destination, such as customs, taxes, representation in customs proceedings, etc., shall be borne by the buyer.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

- 5.1. The Buyer acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from the purchase contract for the supply of goods that have been modified according to the Buyer's wish or for his person.
- 5.2. Unless this is the case referred to in Article 5.1 of the Terms and Conditions or any other case where the purchase contract cannot be withdrawn, the buyer has the right to withdraw from the purchase contract in accordance with Section 1829 (1) of the Civil Code within fourteen (14) days after takeover. Withdrawal from the contract of sale must be sent to the seller within the period specified in the previous sentence. To withdraw from the contract, the buyer must contact the Seller who sends him/her the return form. The return form can also be downloaded from the separate link at www.talabaya.com. The buyer sends the filled return form to info@talabaya.com and returns the goods to Talabaya, Korunovacní 2, 170 00 Prague 7, Czech Republic..
- 5.3. In case of withdrawal from the purchase contract pursuant to Article 5.2 of the Terms and Conditions, the purchase contract is cancelled from the beginning. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods cannot be returned by its nature by normal mail.

- 5.4. In case of withdrawal from the Purchase Agreement pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Purchaser within fourteen (14) days from the withdrawal from the Purchase Agreement by the Buyer in the same manner as the Seller accepted from the Buyer. The Seller is also entitled to return the services provided by the Buyer upon returning the goods by the Buyer or otherwise, if the Buyer agrees and does not incur additional costs to the Buyer. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before the buyer returns the goods or proves that the goods were sent to the seller.
- 5.5. The Seller is entitled to unilaterally start the process of claim for compensation of damage incurred to the Goods against the Buyer's claim for refund of the purchase price.
- 5.6. In cases where the Buyer has the right to withdraw from the Purchase Agreement in accordance with Section 1829 (1) of the Civil Code, the Seller is also entitled to withdraw from the Purchase Agreement at any time until the Buyer accepts the goods. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by cashless transfer to the account specified by the Buyer.

6. TRANSPORT AND DELIVERY OF GOODS

- 6.1. The risk of damage passes to the buyer upon receiving the goods. The same effect shall result if the Buyer fails to accept the goods upon delivery and fails to comply with the obligation specified in Article 6.2.
- 6.2. In the event that due to reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in any other way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the goods, respectively. costs associated with other delivery methods.
- 6.3. When receiving the goods from the carrier, the buyer is obliged to check the integrity of the packaging of goods and in case of any defects notify the carrier immediately. In case of finding a breach of the package, which indicates unauthorized entry into the shipment, the buyer needs not to take the shipment from the carrier.
- 6.4. Other rights and obligations of the parties in the transportation of goods may be governed by special delivery terms of the seller, if issued by the seller.

7. RIGHTS OF DEFECTIVE PERFORMANCE

- 7.1. The rights and obligations of the contracting parties in respect of rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll. as amended).

- 7.2. The Seller's responsibility to the Buyer is in particular that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer has received the goods:
- 7.2.1. the goods have the properties agreed by the parties and, in the absence of an agreement, the goods described by the seller or the manufacturer or expected by the buyer with regard to the nature of the goods and the advertising carried out by them,
 - 7.2.2. the goods are fit for the purpose stated by the seller or for which goods of this kind are usually used,
 - 7.2.3. goods conform to the quality or design agreed upon in sample or model, if the quality or design was determined according to the agreed sample or model,
 - 7.2.4. the goods are of appropriate quantity, measure or weight, and
 - 7.2.5. the goods comply with legal requirements.
- 7.3. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price due to defect for which the lower price was agreed upon, goods becoming worn out due to normal wear and use by the buyer or if it results from the given nature of the goods.
- 7.4. If the defect becomes apparent within six months of delivery, it shall be deemed as defective at the time of delivery. The buyer is entitled to exercise the right from a defect that occurs in consumer goods within twenty-four months period since the delivery.

8. WARRANTY CODE

- 8.1. Rights stemming from defective performance are claimed by the Buyer at the Seller at **Talabaya, s.r.o., Korunovační 2, 170 00 Prague 7, Czech Republic**. The Buyer shall deliver the goods secured to the Seller so that they are not damaged during transport. The cost of transporting the goods to the seller is borne by the buyer. The Buyer shall attach the identification of the purchase document to the goods, i.e. in particular the order number, a detailed description of the defect claimed and the Buyer's contact details (name, surname / company, address, telephone, e-mail).
- 8.2. If the Buyer exercises their right from defective performance, the other party confirms it in writing when the right was exercised, as well as the repair and its duration. The Buyer shall execute the right from the defect, including having any defect removed, without undue delay, no later than 30 days from the date of exercising the rights from the defect. The period of 30 days may be extended upon agreement with the buyer; such extension shall not be indefinite or unduly long.

- 8.3. If the defect of the goods constitutes an insignificant breach of the contract, i.e. if the goods can be repaired, modified or exchanged for new ones within a reasonable period of time in order to have the properties specified in Article 7.2, the buyer has the right to have the defect removed. If the Seller fails to remove the defect in time or refuses to remove the defect, the Buyer may request a discount on the purchase price or may withdraw from the contract. The Buyer cannot change their original choice without the Seller's consent.
- 8.4. If the goods do not have the characteristics specified in Article 7.2, the Buyer may also require the delivery of new goods without defects, unless this is unreasonable due to the nature of the defect. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to free removal of the defect.
- 8.5. The buyer has the right to have new goods delivered or a part replaced even in case of a removable defect, if he cannot properly use the goods for repeated occurrence of the defect after repair or for a larger number of defects. In this case, the buyer has the right to withdraw from the contract. If the buyer does not withdraw from the contract or does not exercise the right to deliver new goods without defects, to replace its parts or to repair the goods, he may claim a reasonable discount. The Buyer has the right to a reasonable discount even if the Seller cannot deliver new goods without defects, replace its component or repair the goods, and if the Seller fails to remedy the goods within a reasonable time.
- 8.6. The Buyer shall not be entitled to execute the right of defective performance if the Buyer knew that the goods had a defect or if the Buyer himself caused the defect.
- 8.7. The Buyer has the right to reimbursement of the necessary costs incurred in connection with the exercise of the legitimate rights resulting from the defect which were actually and effectively spent.

9. OTHER RIGHTS AND OBLIGATIONS OF CONTRACTUAL PARTIES

- 9.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 9.2. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of Section 1826 para. e) of the Civil Code.
- 9.3. Consumer complaints are handled by the Seller via an electronic address. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's email address.
- 9.4. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 00020869, <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer under the sales contract.

- 9.5. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).
- 9.6. The seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.
- 9.7. The Buyer hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.

10. PROTECTION OF PERSONAL DATA

- 10.1. Existing obligation to inform the purchaser within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) hereinafter referred to as the "GDPR Regulation") relating to the processing of Buyer's personal data for the purpose of performance of the Purchase Agreement, for the purpose of negotiating the Purchase Agreement and for the fulfilment of Seller's public obligations..

11. BUSINESS MESSAGES AND STORING COOKIES

- 11.1. Pursuant of section 7 (2) of Act No. 480/2004 Coll., On Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, the Buyer agrees to receive commercial communications from the Seller to an electronic address or the buyer's phone number. The Seller fulfils its obligation to inform the Buyer within the meaning of Article 13 of GDPR relating to the processing of Buyer's personal data for the purpose of sending commercial communications by means of a separate document.
- 11.2. The buyer agrees to the storing of cookies on his computer. If it is possible to make a purchase on the website and fulfil the seller's obligations under the purchase agreement without depositing so-called cookies on the buyer's computer, the buyer may withdraw the consent under the previous sentence at any time.

12. FINAL PROVISIONS

- 12.1.If the relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. The choice of law referred to in the preceding sentence shall not deprive the consumer of the protection afforded by provisions of the law which cannot be derogated from by contract and which would otherwise apply in the absence of the choice of law under the provisions of Article 6 (1) (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (I).
- 12.2.If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 12.3.The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
- 12.4.A standard form for withdrawal from the purchase contract is attached to the Terms and Conditions.

Seller's contact details:

address: **Talabaya s.r.o., Korunovacní 2, 170 00 Praha 7, Czech Republic**

e-mail : info@talabaya.com,

Phone: **+420 734 152 166.**

Annexe no. 1

CONTRACT WITHDRAWAL FORM / RETURN FORM

on the next page to print.

See the instructions in article 5.2 of this protocol.

CONTRACT WITHDRAWAL FORM

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Seller:

TALABAYA s.r.o.

Vodičkova 709/33, 110 00 Praha 1

ID: 068 10 497

Registered: in the Commercial Register maintained by the Municipal Court in Prague, section C, File 288789

www.talabaya.com/e-shop

Buyer:

Name & Surname:

Company:

Address / City / Country:

E-mail: Int. phone no

Order no: Order date:

Delivery date of goods to buyer:

Account Number for Refund:

In: Date:

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Signature