

These Terms of Service („Terms of Service“) lay down the mutual rights and duties of the contracting parties, Buyer and Seller, especially rights and duties arising under a Purchase agreement.

1 Definition

1.1 In these Terms of Service.

1.1.1 **"E-shop"** means a computer program, internet application located on the Internet through internet address **dekka.cz a dekka.eu**. The main function of the e-shop for the Buyer is to display, to choose and to order goods or products;

"Terms of Service" means agreement of purchase in terms of the paragraph 2079 of the Civil Code concluded between Seller and Buyer through the e-shop;

1.1.2 **"Shopping cart"** means a part of the e-shop which is automatically generated by activation of functions by a Buyer who adds or removes goods and/or changes amount of selected goods in the user's e-shop interface;

1.1.3 **"Civil code"** means the act num.89/2012 Coll., civil code as amended;

"Seller" means the company

**Dekka wraps s.r.o. ,
Company ID: 06644643 ,
based at Stará Riviera 1806,
Místek, 738 01 Frýdek-Místek,
Czech republic**

1.1.4 **"Login details"** means unique user name and password inserted by a Seller into the e-shop database during Registration;

1.1.5 **"Registration"** means electronic registration of the Buyer into the database of the E-shop by filling in and saving of compulsory login details into user interface of the E-shop;

1.1.6 **"Buyer"** means User, a person who above his entrepreneurial activity or above exercise of his profession concludes a Purchase agreement with Seller or is some other activity with him;

1.1.7 **"User"** means any legal or natural person that uses the E-shop;

1.1.8 **"User account"** means part of the E-shop that is set up for every User during Registration (unique for every User) and is accessible after entering Login details;

1.1.9 **"Goods"** means an object offered by Seller for a purchase to a Buyer through E-shop and if the licence is offered with those Goods then including the licence for usage of those Goods;

2 Information for Buyers before concluding the Purchase agreement

2.1 Seller concludes a purchase agreement whose object is to provide a service and contracts under which copyrighted digital content is delivered on a CD / DVD or other data carrier.

2.2 Regarding price of Goods and freight cost and other costs the following shall apply:

Regarding licence agreements concluded for an indefinite period the license price is stated for the entire duration of the license, unless stated otherwise.

The prices for goods, services provided and the licensed content displayed on the website are final (the Seller is not a VAT taxpayer) and include all charges defined by law. However, the cost of delivering the goods or services varies according to the method and carrier chosen and the method of payment. There are no payments, fees or other rewards included in the agreed price that the Buyer has to spend on services provided by third parties in connection with the payment of the agreed price; such costs shall be paid exclusively by the Buyer.

If the Buyer withdraws from the Purchase agreement, the Buyer will bear the cost of returning the goods to the Seller including in case that the goods cannot be returned using standard postal service due to the nature of the goods.

2.3 If the object of the Purchase agreement is a delivery of a digital content that is not delivered on physical data carrier the Buyer explicitly agrees that this content is delivered before the end of the foregoing period In the event that the subject matter of the agreement is the delivery of digital content not delivered on a physical medium, the consumer expressly agrees that the content will be delivered before the expiration of the statutory withdrawal period.

2.4 Regarding withdrawal from the Purchase agreement:

2.4.1 The Buyer has the right, in accordance with Section 1829, Paragraph 1 of the Civil Code to withdraw from the Purchase agreement within 14 (fourteen) days after the receipt of the goods. In the event that the Purchase agreement concerns several types of goods or the delivery of several components, the foregoing period starts on the date of delivery of the last item of such goods. A notice of withdrawal from the Purchase agreement must be sent to the Seller prior to the deadline specified in the preceding sentence.

2.4.2 The Buyer may send a notice of withdrawal from the Purchase agreement to the following address. The Buyer will bear the cost of returning the goods to the Seller.

**Dekka wraps s.r.o.
Stará Riviera 1806,
738 01 Frýdek-Místek,
Česká republika.**

- 2.4.3 If withdrawing from the agreement, the Buyer is to return the goods to the Seller without undue delay, however, no later than within 14 days after withdrawing from the agreement, by post or deliver personally at the business address of the Seller (after mutual agreement). The delay is still respected if the Buyer sends back the goods on the last day of the deadline specified in the preceding sentence.
- 2.4.4 The Buyer cannot withdraw from an agreement for the:
provision of services performed by a Seller with previous explicit consent of the Buyer prior to the expiration of the period of notice;
delivery of audio records or video records or PC programmes which means digital content on the physical carrier whereby the original packing of such products has been damaged;
delivery of a digital content delivered other than on a physical carrier with previous explicit consent of the customer prior to the expiration of the period of notice (whereby Seller underlines that an agreement for the delivery of an on-line content cannot be withdrawn);
- 2.4.5 The Buyer is required to pay a pro-rata price for services already commenced in case of a withdrawal from Purchase agreement.
- 2.4.6 In case of the Buyer's withdrawal from the Purchase agreement, the Buyer is responsible to send the Seller his account number in written form. The amount returned can be the pro-rata price if the legal requirements are fulfilled.
- 2.4.7 In case of the Buyer's withdrawal from the Purchase agreement regarding **the Goods that is returned to the Seller damaged and/or used**, especially if the original tags of Goods are removed (tags, stickers etc.) the Buyer is to compensate the cost for restoring the Goods into its original condition. **Regarding the textile product, if an item has been damaged/dirty, you are subject to a fee of 500 CZK for reinstating the item's original condition (washing, ironing, etc.)**
- 2.5 **The Buyer is liable to Seller for any decrease in value of the goods** caused by handling the goods other than as required by the nature and characteristics of the goods including their functionality. **It is not necessary to wash the textile product to get familiar with it. Do not wash the wrap when getting familiar with the nature and characteristics of the wrap. To test it, do not wrap a child into the wrap to avoid hygienic contamination of the Goods (saliva, etc.) and use a suitable dummy or other appropriate alternative to get familiar with the nature and characteristics of the Goods.**
- 2.6 Withdrawal form is a part of these Terms and Conditions and is available through the interface of the E-shop.
- 2.7 The Seller uses a possibility of out of court settlement of disputes. With any claims, Buyer can contact free of charge an employee of the Seller at the e-mail address info@dekka.cz. It is possible to contact the legal supervising entity. The out-of-court settlement of Buyer disputes arising under the Purchase agreement is in the jurisdiction of the Czech Trade Inspection Authority.
- 2.8 In case of a dispute between the Seller and the Buyer arising under the Purchase agreement or under the Purchase agreement of a service, which cannot be solved by a mutual agreement, the Buyer has a possibility to present a proposition for out-of-court settlement of Buyer disputes. Those are in jurisdiction of the:

Czech Trade Inspection Authority-Česká obchodní inspekce
Ústřední inspektorát – oddělení ADR
Štěpánská 15
120 00 Praha 2

Email: adr@coi.cz
Web: adr.coi.cz

- 2.9 Buyer can also use an online dispute resolution platform set up by the European Commission at the address <http://ec.europa.eu/Buyers/odr/>.

3 Entry into the Purchase agreement

- 3.1 The Seller offers to Buyers through the E-shop entry into the Purchase agreement. The offer to entry into Purchase agreement is a display of button „Shopping cart“ or another language form of this meaning in the user's web interface of the E-shop.
- 3.2 When Buyer clicks on the button „Send the order“ (or another language form of this meaning), the Seller's offer to enter into the Purchase agreement is considered unconditionally accepted according to the article 3.1. of Terms and Conditions.
- 3.3 By unconditional acceptance of the offer according to the article 3.2. of these Terms and Conditions the Purchase agreement is entered into.
- 3.4 The Purchase agreement is entered into when the electronic information about clicking on the button by a Buyer is received through the Internet to the server where the E-shop is installed, according to the article 3.2.
- 3.5 The validity of an order is conditional on the entry of all mandatory data into the order form by a Buyer in the user's interface of the E-shop especially his truthful and valid e-mail address, his personal data and address of delivery. The buyer takes into account the fact that the Seller will consider the data as correct and complete and is not entitled to check given data.
- 3.6 The Seller sends an E-mail to the Buyer about entry into the Purchase agreement on the address filled in the specific field in the user's interface of the E-shop.
- 3.7 All Goods displayed in the user's interface of the E-shop are indicative and the Seller is not bound to entry into the Purchase agreement regarding those Goods. The provisions of paragraph 1732 article 2 of Civil Code do not apply.

4 Purchase agreement

- 4.1 By entering the Purchase agreement the following provisions shall apply:
- 4.1.1 The Buyer buys the Goods from a Seller in the user's interface of the E-shop by putting the Goods into the cart in the amount chosen and/or set up by the Buyer and is responsible to pay to the Seller the price for the selected Goods. The price is stated in the user's interface of the E-shop.

- 4.1.2 The Seller may withdraw from the Purchase agreement until the moment of shipping of the Goods without giving any reason. It is considered as a withdrawal from the Purchase agreement when the Seller gives notice to the Buyer that the he is unable to deliver ordered Goods.
- 4.1.3 The Seller may withdraw from the Purchase agreement if the purchasing price is not paid in full in the E-shop at that moment.
- 4.1.4 The seller is authorised, at any moment, to request a subsequent confirmation of the order from the Buyer. Until the receipt of the confirmation of the order, the Seller is authorised to withhold shipping of the Goods to the Buyer.
- 4.1.5 The type of packaging is decided solely by the Seller; the provisions of paragraph 2097 article 2 of Civil Code do not apply.
- 4.1.6 The buyer is required to pay to the Seller the costs related to packaging and shipping of the Goods to the Buyer in the amount stated at the order in the user's interface of the E-shop.
- 4.1.7 The Buyer has the right to choose from the methods displayed in the user's interface of the E-shop regarding the purchase price for Goods or other payments.
- 4.1.8 If some of the methods of payments include the information about the cost for making such a payment the Buyer is required to bear the costs for making such payment, the cost is displayed at the given method of payment in the user's interface of the E-shop.
- 4.1.9 Regarding cashless payments through the bank money transfer, the Buyer is required to specify a variable symbol given by Seller. In case of cashless payment, the Buyer's responsibility to pay the purchase price is fulfilled when the amount is received by Seller's bank account.
- 4.1.10 The Seller has the right to allow a discount from the price of the Goods. It is allowed to combine the discount unless stated otherwise.
- 4.1.11 There are no payments, fees, collecting fees, taxes or other rewards included in the agreed price that the User has to spend on services provided by third parties in connection with the payment of the agreed price; such costs shall be paid exclusively by the Buyer.
- 4.1.12 The Seller keeps the ownership of the Goods, which are the object of the Purchase agreement until the complete payment of the purchase price by the Buyer.
- 4.1.13 The Seller is required to ship the Goods to the Buyer without undue delay after entry into the Purchase agreement. All delays for delivery of Goods which are indicated in the E-shop are only indicative.
- 4.1.14 The Seller issues to the Buyer **an invoice in electronic form** to the Buyer's e-mail address filled in when ordering Goods in the user's interface of the E-shop.
- 4.1.15 If a gift is provided to the Buyer together with goods, the donation agreement between the Seller and the Buyer is deemed to be entered into with a termination clause according to which the donation agreement concerning such a gift expires upon withdrawal from the Purchase agreement by the Buyer, whereupon the Buyer is required to return to the Seller thus provided gift together with the goods.
- 4.1.16 The Seller provides a warranty to the Buyer for Goods if the warranty period is stated in user's interface of the E-shop for the period of time given. This warranty applies only for Buyers.
- 4.1.17 The Buyer may and can claim faulty consumables at the Seller's business address. The right to claim the warranty starts at the time of delivery of faulty Goods to the Seller.
- 4.1.18 When used products are sold in the user's interface of the E-shop, the Buyer buys used Goods including their defects.
- 4.1.19 The risk of loss and/or damage of the Goods passes to the Buyer who is Buyer upon accepting the product in question.
- 4.1.20 The risk of loss and/or damage of the Goods passes to the Buyer who is not Buyer upon handing over the product in question to the first carrier.

5 User's account

- 5.1 The Buyer has right to set up the user account at the registration.
- 5.2 The Buyer is responsible to fill in his login data before entering the user account.
- 5.3 The Buyer's personal data filled in upon the registration are the data filled in at every order of Goods by a Buyer after login into his user account.
- 5.4 The login data into user account will not be published or disclosed to third parties. The Buyer is responsible to use all means to keep the login data secret. The Buyer is fully responsible for misuse of this data or user account and for damage caused to the Seller or third parties. In case of loss, abstraction or other kind of breaching those passwords the Buyer is responsible to inform the Seller immediately. The seller passes new login data to the Buyer in reasonable delay.
- 5.5 If the Buyer files a Registration, this is subject to the provisions of Art.1752 (1) of the Civil Code, and the Seller is entitled to modify these Terms and Conditions, informing the User through the E-shop and/or e-mail message sent to the User's e-mail address entered in the E-shop database. The User has the right to decline the modification of the Terms and Conditions within 2 days from the first sing-in to the User Account after the announcement of the change in the Terms and Conditions (if delivered through E-shop), or from the delivery of the e-mail message to the User's e-mail box (if delivered by e-mail), and is obliged to withdraw from the Contract for this reason within 2 days, which is a period that is, as agreed by both parties, sufficient for procuring similar Goods from another supplier.

6 Complaint procedure

- 6.1 The Seller is responsible to the Buyer for the fact that the Goods is in faultless condition at the moment of handover.
- 6.2 If the Goods has any defects, the Buyer has the right to require delivery of new Goods without defects if this is not unreasonable with respect to the nature of the defect; however, if the defect is only related to a part of the Goods, the Buyer can require exchange of given part only; if this is not possible, they have the right to withdraw from the Purchase agreement.
- 6.3 The right for delivery of new Goods or exchange of a part of Goods continues to pertain to the Buyer even in case of a removable defect if the defect does not allow using of the Goods for the reason of a repeated defect after repair or for the reason of multiple defects. In such case, the Buyer has the right to withdraw from the Purchase agreement.

- 6.4 If the Buyer does not withdraw from the Contract of Purchase or exercise their right for delivery of new Goods without defects or exchange of their part or repair, they can require a reasonable discount. The Buyer also has the right for a reasonable discount in case the Seller is not able to deliver new Goods without defects, exchange their part or repair the Goods, as well as in case the Seller does not ensure remedy within reasonable time or if ensuring remedy would cause significant problems to the Buyer.
- 6.5 The rights arising from defective delivery do not belong to the Buyer if they knew the defect prior the acceptance of the Goods or if the Buyer caused the defect themselves.
- 6.6 The Seller's responsibility for defects in the Goods does not include wear of the Goods cause by its normal use and, in case of Goods sold for a reduced purchase price, the defect that was the reason of the price reduction and, in case of used Goods, any defects corresponding to the level of use or wear at the moment of acceptance by the Buyer, or if it is based on the character of the Goods.
- 6.7 If any warranty is given for the Goods, the Buyer has the right to claim for responsibility for defective delivery within the warranty period.
- 6.8 By request of the Buyer, the Seller is obliged to provide the Buyer with a Certificate of Warranty. If the character of the Goods allows that, the Seller can only provide the Buyer with a document of purchase containing information required for a Certificate of Warranty. The Certificate of Warranty must contain the Seller's name and surname, trade name, Company ID or registered office.
- 6.9 If the Buyer employs their right for removal of defect in the Goods by repair in case of Goods, for which an entrepreneur other than the Seller is appointed for warranty repairs, whose registered office or business premises are located near the Seller or nearer for the Buyer, the Buyer employs their right for warranty repair at this entrepreneur.
- 6.10 The claim for Goods, including elimination of defects in given Goods, must be settled without undue delay within 30 days from the day of complaint unless the Seller and Buyer agree on a longer period. After this time period elapses, the Buyer has the same rights as in case of a significant violation of the Contract.
- 6.11 The time period for settling the claim is interrupted in case the Seller does not receive all documents needed for settling the claim; the period starts from the moment of delivery of such documents.
- 6.12 After settling the claim, the Seller or a subject appointed by them asks the Buyer to accept the repaired Goods.
- 6.13 The claim for rights arising from the defect in the Goods ceases to exist in case of unqualified installation or commissioning of the Goods as well as unqualified manipulation with it, i.e. namely in case the Goods are used in conditions not in line with the parameters indicated in the documentation for the Goods.

7 Personal data

- 7.1 The Buyer agrees, in accordance with the provisions of Art. 5 (2) of Act No. 101/2000 Coll., on Protection of Personal Data, as amended by later regulations (hereinafter the "Act"), with collection, maintaining and processing of their personal data provided by the Buyer to the administrator of personal data, which is the Seller. Furthermore, the Buyer accepts that their personal data are processed and used by the administrator;
by any employee of the administrator;
by any contractual partner of the administrator;
- 7.2 Administrator is authorised to collect following User data:
- Name and family name and surname, company,
 - Date of Birth, Identification number,
 - Address (invoice and delivery),
 - Telephone number, e-mail address, login details and password to user's account,
 - Facebook ID,
 - IP addresses, data in the browser,
 - Business transactions of the Buyer.
- 7.3 The Buyer's consent is granted for the indeterminate period of time.
- 7.4 The Seller as the administrator specifies the following purpose of processing personal data :
sending the administrator's trading offers;
marketing purposes;
providing personal data to third parties;
incorporation of personal data in databases
disclosure of personal data to third parties;
system of payments, marketing and offers of other service.
- 7.5 The Buyer declares that they are aware of their rights as per Art.12 and Art.21 of the Act, declaring that all data is accurate and correct and provided voluntarily.
- 7.6 The Seller declares that they will collect the personal data in the extent necessary for fulfilling the purpose mentioned above and only process it in accordance with the purpose of its collection.
- 7.7 The Seller declares that the personal data will be processed in the following manner:
By machine (automatically) using computers and computer programs;
in writing;
- 7.8 This consent represents a deliberate and wilful expression of the will of the Buyer as the subject of the data and includes consent with processing of the personal data

8 Cookies

In accordance with Art.89 (3) of Act No. 127/2005 Coll., on Electronic Communication, as amended, the Seller informs the Buyer that they process the Buyer's cookies including permanent cookies, and the Buyer expresses their consent with this. The consent as per the previous paragraph is granted for a period of 20 years. The Seller processes the Buyer's cookies for personalization of

content and advertisement, provision of social media functions and analysis of visit rates. The Seller shares the information on the utilization of the E-shop by the Buyer with their partners operating in the area of social media, advertisement and analyses.

This consent can be withdraw at the e-mail address: info@dekka.cz.

9 Use of E-shop

- 9.1 The Seller grants the Buyer a non-exclusive license to use the E-shop in a manner expected by these Terms and Conditions.
- 9.2 The Seller has the right to modify the E-shop, i.e. its technical solution and/or user interface.
- 9.3 The Seller is entitled to limit or interrupt the operation of the E-shop or access to it for a time necessary for the purpose of maintenance or repair or for another reason on the part of the Seller or a third party.
- 9.4 The Buyer is obliged, during work with the E-shop, to observe valid and effective legislation of the Czech Republic and European Communities. The Buyer is obliged to compensate to the Seller or third parties any damages caused by any violations.
- 9.5 In case of violation of these Terms and Conditions or Purchase agreement or valid and effective legislation, the Seller is entitled to discontinue the User Account.

10 Seller's statement

- 10.1 The Seller declares that the data records from E-shop, as an electronic system, are reliable, entered systematically and in steps and protected against modifications.
- 10.2 Due to a technical error in the E-shop, a purchase price considerably different from the normal market price for such Goods can be displayed; in such cases, the Seller is not obliged to deliver the Goods for the purchase price indicated; they contact the Buyer and inform him of the actual purchase price of given Goods and the Buyer has the right to decide whether he accept the actual purchase price; if he decides not to accept it, the Purchase agreement is void.
- 10.3 The Seller tries to present the most reliable photographs of Goods, however the Buyer acknowledges that the photograph of Goods displayed in the E-shop can be indicative or modified in artistic manner or can be modified due to graphical conversion in the Seller's technical tool. Therefore the Buyer is obliged to familiarize himself with the entire description of given Goods and, in case of uncertainties, contact the Seller.
- 10.4 The Seller's contact information for communication with the Buyer is entered in the E-shop user interface in the Contact section.

11 Jurisdiction

- 11.1 These Terms and Conditions as well as all Purchase agreements are governed by the laws of the Czech Republic, namely the Civil Code.

12 Effective date

- 12.1 These Terms and Conditions became effective on 1 December 2017.