

GENERAL TERMS AND CONDITIONS

These general terms and conditions ("Terms") of Kaarsgaren s.r.o., with registered office at Šrobárova 2108/65, Prague 3, IČO 26779200, registered in the commercial register under sp. No. 90395 registered at the Municipal Court in Prague, Section C, e-mail detskedeky@kaarsgaren.cz, telephone number 00420605238449, address of the premises V Olšínách 38, Prague 10 ("We" or "Seller") are regulated in accordance with § 1751 para. 1 of Act No. 89/2012 Coll., Civil Code, as amended ("Civil Code") mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or on the basis of a purchase contract ("Contract ") concluded via the E-shop on the website www.kaarsgaren.cz.

All information about the processing of your personal data is contained in the Personal Data Processing Policy, which can be found here <https://www.kaarsgaren.cz/podminky-ochrany-osobnich-udaju/>.

The provisions of these Conditions are an integral part of the Agreement. The Agreement and Terms and Conditions are drawn up in the Czech language. We can unilaterally change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Conditions.

As you probably know, we primarily communicate remotely. Therefore, even for our Agreement, means of remote communication are used, which allow us to reach an agreement without the simultaneous physical presence of Us and You, and the Agreement is thus concluded remotely in the E-shop environment, through the website interface ("E-shop web interface").

If any part of the Terms and Conditions contradicts what we agreed upon together as part of the process of your purchase on Our E-shop, this specific agreement will take precedence over the Terms.

1. SOME DEFINITIONS

- 1.1. Price is the financial amount you will pay for the Goods;
- 1.2. The shipping price is the financial amount that you will pay for the delivery of the Goods, including the price for its packaging;
- 1.3. The total price is the sum of the Price and the Shipping Price;
- 1.4. VAT is value added tax according to applicable legal regulations;
- 1.5. An invoice is a tax document issued in accordance with the Value Added Tax Act on the Total Price;
- 1.6. The order is your binding proposal to enter into a Contract for the purchase of Goods with Us;
- 1.7. A user account is an account established on the basis of the data provided by you, which enables the storage of entered data and the storage of the history of ordered Goods and concluded Contracts;
- 1.8. You are a person shopping at Our E-shop, referred to by law as a buyer;
- 1.9. Goods are everything you can buy in the E-shop.

2. GENERAL PROVISIONS AND INSTRUCTIONS

- 2.1. The purchase of Goods is possible only through the web interface of the E-shop.
- 2.2. When purchasing Goods, it is your duty to provide us with all information correctly and truthfully. We will therefore consider the information you have provided Us in the Order to be correct and true.
- 2.3. On our E-shop, we also provide access to the evaluation of the Goods by other consumers. We ensure and check the authenticity of such reviews by linking the reviews to specific orders, so in the

internal system we also see the linked order ID for each review, and thus we are able to verify and prove that the review comes from a real consumer.

3. CONCLUSION OF CONTRACT

3.1. It is possible to conclude a contract with Us only in the Czech language.

3.2. The contract is concluded remotely via the E-shop, while the costs of using remote communication means are covered by you. However, these costs do not differ in any way from the basic rate that you pay for the use of these resources (that is, especially for Internet access), so you do not have to expect any additional costs charged by Us beyond the Total Price. By sending the Order, you agree that we use the means of remote communication.

3.3. In order for us to conclude the Agreement, you need to create an Order on the E-shop. This proposal must include the following information:

- a) Information about the purchased Goods (in the E-shop, you mark the Goods you are interested in purchasing with the "add to basket" button);
- b) Information on the Price, Shipping Price, method of payment of the Total Price and required method of delivery of the Goods; this information will be entered as part of the creation of the Order within the user environment of the E-shop, while information on the Price, Shipping Price and Total Price will be entered automatically on the basis of the Goods selected by you, the method of delivery and payment;
- c) Your identification and contact information used to enable us to deliver the Goods, in particular name, surname, delivery address, telephone number and e-mail address.

3.4. During the creation of the Order, he can change and check the data until its completion. After checking by pressing the "Order with payment obligation" button, you complete the order.

However, before pressing the button, you must confirm your familiarity with and agreement with these Terms and Conditions, otherwise it will not be possible to complete the Order. The check box is used for confirmation and consent. After pressing the "Order with obligation to pay" button, all the filled-in information will be sent directly to Us.

3.5. We will confirm your Order as soon as possible after it has been delivered to Us with a message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms in the form of an e-mail message attachment. The terms and conditions in the version effective on the date of the Order, i.e. in the version attached as an attachment to the confirmation e-mail message, form an integral part of the Agreement. By confirming the Order, the Contract between Us and You is concluded.

3.6. There may also be cases when we will not be able to confirm your Order. These are especially situations where the Goods are not available or cases where you order a larger number of Goods than is allowed on our part. However, we will always provide you with information on the maximum number of Goods in advance within the E-shop, so it should not be surprising to you. In the event that there is any reason why we cannot confirm the Order, we will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In such a case, the contract is concluded when you confirm Our offer.

3.7. In the event that an obviously incorrect Price is stated in the E-shop or in the Order, we are not obliged to deliver the Goods to you at this Price, even if you have received confirmation of the Order and therefore concluded the Contract. In such a situation, we will contact you immediately and send you an offer to conclude a new Contract in an amended form compared to the Order. In such a case, the new Contract is concluded at the moment when you confirm Our offer. An obvious error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other sellers or a figure is missing or missing.

3.8. In the event that the Contract is concluded, you are obligated to pay the Total Price.

3.9. If you have set up a User Account, you can place an Order through it. Even in such a case, however, you are obliged to check the correctness, truthfulness and completeness of the pre-filled

data. However, the method of creating an Order is the same as in the case of a buyer without a User Account, but the advantage is that you do not need to repeatedly fill in your identification data.

3.10. In some cases, we allow you to use a discount for the purchase of Goods. In order to provide a discount, you need to fill in the information about this discount in the pre-determined field as part of the draft Order. If you do so, the Goods will be provided to you at a discount.

4. USER ACCOUNT

4.1. Based on your registration in the E-shop, you can access your User account.

4.2. When registering a User Account, it is your duty to enter all data correctly and truthfully and to update them in the event of a change.

4.3. Access to the User account is secured by a username and password. It is your duty to maintain confidentiality regarding these access codes and not to provide this data to anyone. In the event that they are misused, we bear no responsibility.

4.4. The user account is personal, and you are therefore not authorized to allow third parties to use it.

4.5. We may cancel your User Account, especially if you do not use it for more than 365 days, or if you violate your obligations under the Agreement.

4.6. The user account may not be available continuously, especially with regard to the necessary maintenance of hardware and software equipment.

5. PRICING AND PAYMENT TERMS, RESERVATION OF TITLE

5.1. The price is always stated within the E-shop, in the draft Order and, of course, in the Contract. In the event of a discrepancy between the Price specified for the Goods in the E-shop and the Price specified in the draft Order, the Price specified in the draft Order shall apply, which will always be identical to the price in the Contract. As part of the draft Order, the Price for shipping, or the conditions under which shipping is free, is also indicated.

5.2. The total price is stated including VAT, including all fees established by law.

5.3. We will require you to pay the Total Price after concluding the Contract and before handing over the Goods. You can pay the Total Price in the following ways:

a) By bank transfer. We will send you payment information as part of the Order confirmation. In the case of payment by bank transfer, the total price is due within 7 days of ordering.

b) By card online. In this case, payment is made via the payment gateway comgate or shoptetpay of your choice, while the payment is governed by the conditions of the selected payment gateway, which are available at: <https://www.comgate.cz> or: <https://www.shoptetpay.com>. In the case of payment by card online, the Total price is payable within 7 days of ordering.

c) Cash on delivery. In such a case, payment will be made upon delivery of the Goods as opposed to delivery of the Goods. In the case of payment by cash on delivery, the Total price is payable upon receipt of the Goods.

d) Cash upon personal collection. You can pay for the Goods in cash if they are taken over at our premises. In the case of payment in cash upon personal collection, the Total price is payable upon receipt of the Goods.

5.4. The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address and will be available in the User Account.

5.5. Ownership of the Goods is transferred to you only after you pay the Total Price and take delivery of the Goods. In the case of payment by bank transfer, the Total price is paid by crediting to Our account, in other cases it is paid at the time of payment.

6. DELIVERY OF GOODS, PASSING OF RISK OF DAMAGE TO THINGS

6.1. The goods will be delivered to you within 7 days at the latest by the method of your choice, and you can choose from the following options:

e) Personal collection at our office at Olšínách 38, 100 00 Prague 10;

f) Personal collection at the delivery points of Zásilkovny, GLS, PPL.

g) Delivery via transport companies GLS, Zásilkovna, PPL.

6.2. The goods can only be delivered within the European Union.

6.3. The delivery time of the Goods always depends on its availability and on the chosen method of delivery and payment. The expected delivery time of the Goods will be communicated to you in the Order confirmation. The time stated in these Terms is indicative only and may differ from the actual delivery time. In the case of personal collection at the establishment, we will always inform you about the possibility of picking up the Goods via e-mail.

6.4. After taking over the Goods from the carrier, it is your duty to check the integrity of the packaging of the Goods and, in the event of any defects, to notify the carrier and Us immediately of this fact. In the event that there is a defect in the packaging that indicates unauthorized handling and entry into the shipment, it is not your duty to accept the Goods from the carrier.

6.5. In the event that you breach your obligation to take over the Goods, with the exception of cases according to Article 6.4 of the Terms and Conditions, this does not result in a breach of Our obligation to deliver the Goods to you. At the same time, the fact that you do not accept the Goods is not a withdrawal from the Contract between Us and You. However, in such a case, we have the right to withdraw from the Agreement due to your substantial breach of the Agreement. If we decide to withdraw from the Agreement, the withdrawal is effective on the day we deliver this withdrawal to you. Withdrawal from the Contract does not affect the right to reimbursement of the price for transport, or the right to compensation for damage, if it has arisen.

6.6. If, for reasons arising on your part, the Goods are delivered repeatedly or in a different way than was agreed upon in the Contract, it is your duty to compensate Us for the costs associated with this repeated delivery. We will send you the payment details for paying these costs to your e-mail address specified in the Contract and they are due 14 days after the e-mail is delivered.

6.7. Dangerous damage to the Goods passes to you at the moment you take them over. In the event that you do not take over the Goods, with the exception of the cases according to Article 6.4 of the Terms and Conditions, the risk of damage to the Goods passes to you at the moment when you had the opportunity to take them over, but for reasons on your part you did not take them over. The transfer of the risk of damage to the Goods means that from this moment you bear all the consequences associated with the loss, destruction, damage or any deterioration of the Goods.

6.8. In the event that the Goods were not listed as in stock in the E-shop and an approximate time of availability was indicated, we will always inform you in the event of:

h) an extraordinary failure of the production of the Goods, whereby we will always inform you of the new expected time of availability or information about the fact that it will not be possible to deliver the Goods;

i) delay in the delivery of the Goods from Our supplier, whereby we will always inform you of the new expected delivery time.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1. We guarantee that at the time of the transfer of the risk of damage to the Goods according to Article 6.7 of the Terms and Conditions, the Goods are free of defects, especially if the Goods:

j) corresponds to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed properties;

k) is suitable for the purpose for which you require it and to which we agree;

l) is delivered with agreed accessories and instructions for use, including instructions for assembly or installation;

m) is suitable for the purpose for which Goods of this type are usually used;

n) in terms of quantity, quality and other properties, including durability, functionality, compatibility and safety, it corresponds to the usual properties of Goods of the same type that you can reasonably expect, also with regard to public statements made by us or another person in the same contractual chain, in particular advertising or labeling;

o) is supplied with accessories, including packaging, assembly instructions and other instructions for use that you can reasonably expect; and

p) corresponds to the quality or design of the sample or template that was provided to you before the conclusion of the contract.

7.2. Rights and obligations regarding rights from defective performance are governed by relevant generally binding legal regulations (in particular the provisions of § 2099 to 2117 and § 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

7.3. In the event that the Goods have a defect, i.e. especially if any of the conditions according to Article 7.1 are not met, you can notify Us of such a defect and exercise your rights from defective performance (i.e. complain about the Goods) by sending an e-mail or letter to Our addresses listed in Our identification data, or in person at the address V Olšínách 38, Prague 10. For complaints, you can also use the sample form provided by Us, which forms Appendix 1 of our Terms and Conditions. In exercising the right from defective performance, you must choose how you want to resolve the defect, and you cannot subsequently change this choice without Our consent. We will handle the claim in accordance with the right you have asserted from defective performance.

7.4. If the Goods are defective, you have the following rights:

q) to remove the defect by delivering new Goods without defects, or by delivering a missing part of the Goods; or

r) to remove the defect by repairing the Goods,

unless the chosen method of removing the defect is impossible or disproportionately expensive compared to the second method, which is assessed in particular with regard to the importance of the defect, the value that the Goods would have without the defect, and whether the defect can be removed by the second method without significant difficulties for you.

7.5. We are entitled to refuse to remove the defect if it is impossible or disproportionately expensive, especially with regard to the importance of the defect and the value that the Goods would have without the defect.

7.6. You also have the right to:

s) a reasonable discount from the Price; or

t) withdrawal from the Agreement,

if:

a) we refuse to remove the defect or do not remove it in accordance with legal regulations;

b) the defect manifests itself repeatedly,

c) the defect is a material breach of the Contract; or

d) it is apparent from our statement or from the circumstances that the defect will not be removed within a reasonable time or without considerable difficulty for you.

7.1. The right to withdraw from the Contract does not apply if the defect in the Goods is insignificant.

7.7. In the event that you have caused the defect in the Goods yourself, you do not have rights from defective performance.

7.8. A defect in the Goods is not wear and tear of the Goods caused by its usual use or, in the case of used Goods, wear corresponding to the extent of its previous use.

7.9. When making a complaint, we will issue you a written confirmation, which will state:

a) the date you made the claim;

b) what is the content of the complaint;

c) what method of handling the complaint you require;

d) Your contact details for the purpose of providing information about handling the complaint.

11.1. If we do not agree on a longer period, within 30 days of receiving the complaint, we will remove the defects and provide you with information about handling the complaint at the specified

contact details. If this period expires in vain, you can withdraw from the Contract or demand a reasonable discount.

7.10. We will inform you about the handling of the complaint by e-mail and we will issue you a confirmation of the date and method of handling the complaint. If the complaint is justified, you are entitled to compensation for the costs incurred. You are required to prove these costs, e.g. with receipts or receipts for the price of transport. In the event that the defect has been rectified by the delivery of new Goods, it is your duty to return the original Goods to Us, but the costs of this return shall be covered by Us.

7.11. If you are an entrepreneur, it is your duty to report and complain about the defect without undue delay after you have been able to discover it, but no later than three days after receiving the Goods.

7.12. If you are a consumer, you have the right to assert rights from defective performance in the case of a defect that occurs in the Consumer Goods within a period of 24 months from the receipt of the Goods.

8. WITHDRAWAL FROM AGREEMENT

8.1. Withdrawal from the Agreement, i.e. the termination of the contractual relationship between Us and You from its inception, may occur for the reasons and methods specified in this article, or in other provisions of the Terms and Conditions, in which the possibility of withdrawal is explicitly stated.

8.2. If you are a consumer, i.e. a person purchasing Goods outside the scope of your business activity, you have the right to withdraw from the Contract without giving a reason within 14 days from the date of conclusion of the Contract, or if it is a purchase of goods, then within fourteen days of its receipt. In the event that we have concluded a Contract, the subject of which is several pieces of Goods or the delivery of several parts of the Goods, this period begins to run only on the day of delivery of the last piece or part of the Goods, and in the event that we have concluded a Contract on the basis of which we will deliver the Goods to you regularly and repeatedly, begins to run on the date of delivery of the first delivery.

8.3. You may withdraw from the Agreement by any demonstrable means (in particular by sending an e-mail or a letter to Our addresses listed in Our identification data). For withdrawal, you can also use the sample form provided by Us, which forms Appendix No. 2 of the Terms and Conditions.

8.4. Even as a consumer, however, you cannot withdraw from the Contract in cases where the subject of the Contract is the fulfillment specified in Section 1837 of the Civil Code.

8.5. The withdrawal period according to Article 8.2 of the Terms and Conditions is considered to have been observed if you send Us a notification that you are withdrawing from the Agreement during this period.

8.6. In case of withdrawal from the Contract according to Article 8.2 of the Terms and Conditions, you are obliged to send the Goods to Us within 14 days of withdrawal and bear the costs associated with returning the goods to Us. On the other hand, you are entitled to a refund of the shipping price, but only in the amount corresponding to the cheapest method of delivery of the Goods offered by us for the delivery of the Goods. In the event of withdrawal on the grounds that We violate the concluded Agreement, we also pay the costs associated with returning the goods to Us, but again only up to the amount of the shipping price corresponding to the cheapest method of delivery of the Goods offered by us at the time of delivery of the Goods.

8.7. In the event of withdrawal from the Contract, the Price will be returned to you within 14 days from the effective date of withdrawal to the account from which it was credited, or to the account selected for withdrawal from the Contract. However, the amount will not be refunded until We receive the Goods or You prove to Us that they have been sent back to Us. Please return the goods to us unused, clean, if possible including the original packaging.

8.8. In the event of withdrawal from the Contract according to Article 8.2 of the Terms, however, you are responsible to us for the reduction in the value of the Goods, which occurred as a result of

handling these goods in a manner other than what is necessary for you to familiarize yourself with the nature, properties and functionality of the Goods, i.e. the way in which you would get to know the Goods in a brick-and-mortar store. In the event that we have not yet returned the Prize to you, we are entitled to offset the cost claim against your claim for the return of the Prize.

8.9. We are entitled to withdraw from the Contract at any time before we deliver the Goods to you, if there are objective reasons why it is not possible to deliver the Goods (in particular, reasons on the part of third parties or reasons based on the nature of the Goods), even before the expiry of the period specified in Art. 6.9. Condition. We may also withdraw from the Agreement if it is apparent that you have intentionally provided incorrect information in the Order. In the event that you purchase goods as part of your business activity, i.e. as an entrepreneur, we are entitled to withdraw from the Contract at any time, even without giving a reason.

9. RESOLUTION OF DISPUTES WITH CONSUMERS

9.1. In relation to the buyer, we are not bound by any codes of conduct within the meaning of § 1826 paragraph 1 letter e) Civil Code.

9.2. We handle consumer complaints via the electronic address detskedeky@kaarsgaren.cz. We will send information about handling the complaint to the buyer's email address.

9.3. The out-of-court settlement of consumer disputes arising from the Agreement is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <http://www.coi.cz>. The online dispute resolution platform located at the internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, from a purchase contract concluded by electronic means.

9.4. The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 of May 2013, on the resolution of consumer disputes online and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on the resolution of online consumer disputes).

10. FINAL PROVISIONS

10.1. If Our and Your legal relationship contains an international element (ie, for example, we will send goods outside the territory of the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are a consumer, this agreement does not affect your rights arising from legal regulations.

10.2. We will deliver all written correspondence with you by electronic mail. Our email address is listed under Our Identification Data. We will deliver correspondence to your e-mail address specified in the Agreement, in the User Account or through which you contacted us.

10.3. The contract can only be changed based on our written agreement. However, we are entitled to change and supplement these Terms and Conditions, but this change will not affect already concluded Contracts, but only Contracts that will be concluded after the effective date of this change or if, based on the Contract, we are to supply you with Goods regularly and repeatedly. We will send you information about the change to your e-mail address at least 14 days before the change takes effect. If we do not receive from you within 14 days of sending the information about the change the termination of the concluded Contract for regular and repeated deliveries of Goods, the new conditions become part of our Contract and will be applied to the next delivery of Goods following the effective date of the change. The notice period if you give notice is 30 days.

10.4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational breakdowns, subcontractor outages, etc.), we are not responsible for damage caused as a result of or in connection with cases of force majeure and if the state of force majeure lasts for a period longer than 10 days, We and You have the right to withdraw from the Contract.

10.5. The Annex to the Terms and Conditions contains a sample form for a complaint and a sample form for withdrawing from the Contract.

10.6. The contract, including the Terms and Conditions, is archived in electronic form with Us, but is not accessible to you. However, you will always receive these Terms and the confirmation of the Order with a summary of the Order by e-mail, and you will therefore always have access to the Agreement even without Our cooperation. We recommend always saving the Order confirmation and Terms.

10.7. These Terms and Conditions take effect on 12/30/2022