

Business Terms and Conditions

company

Vektiva s.r.o.

Rezlerova 294,

Prague 10 – Petrovice

109 00 Czech Republic

Tax identification number: 27897443

Registered in the commercial register amended by the Municipal court in Prague, section C,
number 125004

for

The sale of goods through the online store located at the Internet address

www.vektiva.com a www.smarwi.com

1. GENERAL PRINCIPLES

- 1.1. The Terms and Conditions (hereinafter "Terms and Conditions") of company Vektiva s.r.o., Rezlerova 294, Prague 10 – Petrovice, 109 00 Czech Republic, Tax identification number: CZ27897443. Registered in the commercial register amended by the Municipal court in Prague, section C, number 125004 (hereinafter „Supplier“) in accordance with the provision of section § 1751 paragraph 1 act number 89/2012 Sb., the Civil Code (hereinafter „the Civil Code“) the provisions of the legal order governing the mutual rights and duties of persons together in connection with the Purchase Agreement (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and Buyer (hereinafter "Buyer") through the Seller's Internet Store. The online store is operated by the Seller on a web site located on URLs www.vektiva.com and www.smarwi.com (hereinafter „web page“), through web pages (hereinafter „business web interface“).
- 1.2. The Terms and Conditions doesn't apply in cases, when a person intending to purchase goods from a seller is a legal person or person who acts when ordering goods in the course of his business or in the course of his / her independent pursuit of a profession.
- 1.3. Provisions derogating from the Terms and Conditions may be negotiated in the Sales Contract. Distinctive arrangements in the Sales Contract prevail over the provisions of the Terms and Conditions.
- 1.4. Business Terms and Conditions are an integral part of the Sales Contract. The Sales Contract and the Business Terms and Conditions are available also in English. Please note that primary version of Terms & Conditions are held in Czech language.
- 1.5. The seller reserves the right to amend or add the wording of the business terms. This



provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

2. USER ACCOUNT

- 2.1. Based on buyer registration made on a website, buyers can access their user interface (hereinafter referred to as the "user account"). From its account, the buyer can perform the ordering of goods. If allowed in eshop, the buyer can also order goods without registration directly from the web interface of the store.
- 2.2. When registering on a web page and ordering goods, the buyer is obligated to indicate correctly and truthfully all data. The details given in the user account are obligatory for the buyer to update upon any change. Data provided by buyers in the user account and when ordering the goods are considered by the seller to be correct.
- 2.3. Access to the user account is secured by user name and password. Buyer is required to maintain confidentiality regarding the information necessary to access his user account.
- 2.4. The buyer will not allow the use of their user account to third parties osobám.
- 2.5. The seller may cancel the user account, especially if the buyer does not use his user account for more than one year or if the buyer breaches his obligations under the sales contract (including business terms).
- 2.6. The buyer notes that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the vendor, necessary maintenance of hardware and software of third parties.

3. PURCHASE CONTRACT CLOSING

- 3.1. All presentations of goods placed in the web interface of the shop are informative and the seller is not obliged to conclude a purchase contract for these goods. Section 1732 (2) of the Civil Code does not apply.
- 3.2. The store's web interface contains information about the merchandise, including the prices of individual goods. Goods prices are quoted including value added tax and all related fees. Product prices remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract for individually negotiated terms.
- 3.3. The store's web interface also includes information on the cost of packaging and delivering goods. Information on the costs associated with the packaging and delivery of

the goods listed in the web interface of the trade is based on destination country where the goods will be delivered.

- 3.4. To order the goods, the buyer completes the order form in the web interface of the store. In particular, the order form contains information about:
 - 3.4.1. ordered goods (the ordered goods the buyer “put” into the electronic shopping cart of the web interface of the store),
 - 3.4.2. the method of payment of the purchase price of the goods, details of the required delivery method of ordered goods and
 - 3.4.3. information on the costs associated with the supply of goods (collectively referred to as "the order “).
- 3.5. Before sending the order to the seller, the buyer is allowed to check and modify the data that the buyer has placed in the order, also with regard to the buyer's ability to identify and correct the errors that occurred when entering the data into the order. The order is sent by the buyer to the seller by clicking on the "Confirm order" button. The data listed in the order they are deemed correct by the seller.
- 3.6. Submitting an order is considered to be such an act by the buyer who undoubtedly identifies the goods ordered, the purchase price, the purchaser's person, the method of payment of the purchase price, and is a binding contract proposal for the parties. The condition for the validity of the order is the filling in of all mandatory data in the order form, familiarization with these terms and conditions on the website and confirmation by the buyer that he has become acquainted with these terms and conditions.
- 3.7. On receipt of the order, the Seller will acknowledge the buyer by e-mail to the buyer's email address listed in the user interface or in the order (hereinafter referred to as the "buyer's electronic address").
- 3.8. The seller is always entitled to ask the buyer for additional order confirmation (for example, in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated transportation costs).
- 3.9. The draft purchase order in the form of an order is valid for fifteen days.
- 3.10. The contractual relationship between the seller and the buyer arises from the delivery of the order (acceptance), which is sent to the buyer via e-mail to the buyer's e-mail address.
- 3.11. In case that any of the requirements specified in the order can not be met by the seller, it

will send the buyer to the buyer's electronic address an amended offer indicating possible variants of the order and request the buyer's opinion.

3.12. The amended offer is considered as a new Purchase Agreement draft, and the Purchase Agreement is then closed until the Buyer accepts it by electronic mail.

3.13. The buyer agrees to use remote means of communication when concluding the purchase contract. Costs incurred by the buyer when using distance means of communication in connection with the conclusion of a purchase contract (costs of internet connection, telephone call costs) are borne by the buyer himself, which does not differ from the basic rate.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

4.1. The buyer may pay to the seller the following goods in the following manner: a) the price of the goods and any costs associated with the delivery of the goods under the purchase contract:

in cash at the seller's office at addresse ;

cash in cash at the place specified by the buyer in the order;

cashless transfer to seller's account number 35-9604910217 / 0100, maintained with Komerční Banka a.s. (hereinafter referred to as the "Seller Account");

cash-less via the Comgate payment system;

cash-less using payment cards

4.2. After sending the order, the Customer has the option of using a payment gateway service that redirects it to its bank's internet banking or to a secure card payment page. Once the transaction has been completed, the gateway will provide information about the eshop, which can dispatch the goods without longer delays after receiving of the payment receipt. Money transfers are made through ComGate Payments, a.s.

4.2. Sensitive inputs that you enter into the Internet banking system are protected by banks' payment gateways and do not reach third party environments. Payment processors only see the transaction information the bank sends to the transaction.

- 4.3. By concluding a purchase contract, the buyer gives the seller permission to process his contact details until the time of his written opposition to the processing. The contact details that the buyer provides when ordering are used exclusively for our needs and will not be provided to other entities except for the payment processors.
- 4.4. Together with the purchase price, the buyer is also required to pay the seller the cost of packing and delivering the goods at the agreed rate. Unless otherwise specified, the purchase price and the costs associated with the delivery of the goods are further understood.
- 4.5. The seller does not ask the buyer for a deposit or other similar payment. This is without prejudice to the provisions of Article 4.9 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.
- 4.6. In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 5 days of the purchase agreement being concluded.
- 4.7. In the case of non-cash payment, the buyer is required to pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the purchaser's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.
- 4.8. The Seller is entitled, in particular, in the event that the Purchaser does not receive the additional confirmation of the order (Article 3.8), to demand payment of the entire purchase price before the goods are dispatched to the Buyer. Paragraph 2119 (1) of the Civil Code does not apply.
- 4.9. Any discounts on the price of goods provided by the seller to the buyer can not be combined.
- 4.10. If it is customary in the course of trade or if it is stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice to the purchaser in respect of payments made under the purchase contract. The seller is a value added tax payer. Tax document - The invoice is issued by the seller to the purchaser after paying the price of the goods and sends it in electronic form to the e-mail address of the buyer.

5. WITHDRAWAL FROM THE BUYER'S CONTRACT

- 5.1. The Buyer notes that, according to the provisions of Section 1837 of the Civil Code, it is not possible, among other things, to withdraw from the Purchase Contract:
 - 5.1.1. the supply of goods the price of which depends on financial market disparities,

irrespective of the seller's will, which may occur during the withdrawal period,

- 5.1.2. the supply of alcoholic beverages which can be delivered only after thirty days and whose price depends on financial market displacements independent of the seller's will,
 - 5.1.3. the delivery of goods which has been adjusted according to the buyer's wish or for his person
 - 5.1.4. the supply of goods subject to rapid perishable goods and goods which have been irreversibly mixed with other goods after delivery,
 - 5.1.5. on the supply of goods in closed packaging which the buyer has removed from the packaging and for hygienic reasons it can not be returned,
 - 5.1.6. on deliver an audio or video recording or a computer program if it has broken its original packaging,
 - 5.1.7. the supply of newspapers, periodicals or magazines,
 - 5.1.8. on delivery of digital content unless it has been delivered on a physical carrier and has been delivered with the prior express consent of the buyer prior to the expiration of the withdrawal period and the seller has communicated to the purchaser before the contract is concluded that in this case he has no right to withdraw from the contract.
- 5.2. In the case of the case referred to in Article 5.1 or in another case where the purchase contract can not be withdrawn, the Buyer has the right to withdraw from the Purchase Contract in accordance with Section 1829 (1) of the Civil Code, within 14 days from the receipt of the goods, where, in the case of several types of goods or the delivery of several parts of the purchase contract, this period runs from the date of the last delivery of the goods. Withdrawal from the sales contract must be sent to the seller within the time limit specified in the previous sentence.
 - 5.3. In order to withdraw from the purchase contract, the buyer may use the model in form provided by the seller, which forms an annex to the business terms and conditions. Withdrawal from the sales contract may be dispatched by the buyer to the address of the seller's office or place of business. The provisions of Article 11 of these Terms and Conditions apply to the service of withdrawal. The businessman shall acknowledge receipt of the consumer without undue delay in the form of the text.
 - 5.4. In the case of withdrawal from the purchase contract according to Art. 5.2 of the Business Terms, the Purchase Contract is canceled from the beginning. The goods must be returned to the seller within 14 (fourteen) days of withdrawal from the contract to

the seller. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods can not be returned by their normal postal route.

- 5.5. In the event of withdrawal under Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Purchaser within 14 (fourteen) days of withdrawal from the Purchase Agreement in the same manner as the Seller has accepted from the Purchaser. The seller is also entitled to return the purchases provided by the buyer upon return of the goods to the buyer or otherwise, provided the buyer agrees and does not incur additional costs to the buyer. 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 or shows that the goods have been dispatched to the seller.
- 5.6. The Seller is entitled to indemnify unilaterally the Buyer's claim for a refund of the purchase price.
- 5.7. Upon receipt of the goods by the buyer, the seller is entitled to withdraw from the purchase contract at any time. In such a case, the seller shall return the purchase price to the buyer without undue delay, by credit card to the buyer's account.
- 5.8. If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is concluded with the condition that the buyer withdraws from the purchase contract, the gift agreement is lost and the buyer is obliged to return the goods together with the seller provided gift.

6. GOODS TRANSPORT & DELIVERY

- 6.1. If the mode of transport is agreed upon by a buyer's special request, the buyer bears the risk and any additional costs associated with this mode of transport.
- 6.2. If the seller is obliged to deliver the goods in the place specified by the buyer in the order, according to the purchase contract, the buyer is obliged to take over the goods upon delivery.
- 6.3. If, for reasons of buyer's need, it is necessary to deliver the goods repeatedly or in a manner other than that stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, respectively costs associated with another delivery method.
- 6.4. Upon receipt of the goods from the transporter, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier without undue delay. In the event of a violation of the packaging indicating

unauthorized entry into the consignment, Buyer is not required to take delivery of the consignment from the carrier.

7. RIGHTS OF FAULT FULFILLMENT

- 7.1. The rights and obligations of the parties regarding defective performance are governed by applicable generally binding regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
- 7.2. The seller is responsible to the buyer for the goods to be free from defects. In particular, the seller replies to the buyer that at the time the buyer took over the goods:
 - 7.2.1. the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the goods and the advertising they make,
 - 7.2.2. the goods are fit for the purpose which the seller indicates or to which goods of this type are normally used,
 - 7.2.3. the goods correspond to the quality or performance of the agreed sample or original if the quality or design has been determined on the basis of the agreed sample or original,
 - 7.2.4. the goods are in the appropriate quantity, degree or weight and
 - 7.2.5. goods comply with legal requirements
- 7.3. The provisions of Article 7.2 of the Business Terms and Conditions do not apply to goods sold at a lower price for a defect for which a lower price has been agreed for the wear and tear of the goods due to their normal use, buyer, or if it results from the nature of the goods.
- 7.4. If there is a defect within six months of the takeover, the goods are deemed to have been defective already at takeover.
- 7.5. Rights of defective performance are claimed by the buyer at the seller at his / her establishment, where acceptance of the complaint is possible with regard to the range of goods sold, eventually even at the registered office or place of business. The moment when the claim is made is the moment when the seller received the goods claimed from the buyer.
- 7.6. Other rights and obligations of the parties related to the seller's liability for defects may

be regulated by the seller's claim rules.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

- 8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods
- 8.2. The seller is not bound by any codes of conduct in relation to the buyer within the meaning of Section 1826 (1) e) the Civil Code.
- 8.3. The Czech Commercial Inspection, with the registered office at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <http://www.coi.cz>, is responsible for out-of-court settlement of consumer disputes under the purchase contract
- 8.4. The seller is authorized to sell the goods on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises, among other things, the supervision of the observance of Act No. 634/1992 Coll., On Consumer Protection, as amended.
- 8.5. The buyer hereby takes on the risk of changing circumstances in accordance with Section 1765 (2) of the Civil Code.

9. PERSONAL DATA PROTECTION

- 9.1. Personal data protection policy is described in stand-alone document [Vektiva_customer_data_privacy_protection.pdf](#) publish at sellers web-site.

10. SENDING BUSINESS OFFERS AND STORAGE OF COOKIES

- 10.1. Buyer agrees to send information related to the seller's goods, services, or business to the buyer's electronic address, and also agrees to send the sales announcements to the buyer's electronic address.
- 10.2. Buyer agrees to store so-called cookies on his computer. If the purchase on the website is possible and the seller's obligations under the purchase contract are fulfilled without the so-called cookies being deposited on the purchaser's computer, the buyer may withdraw the consent under the previous sentence at any time.

11. DELIVERY OF GOODS

- 11.1. Notices relating to the relationship between the seller and the buyer, particularly regarding the withdrawal from the sales contract, must be delivered by post in the form of a registered letter unless otherwise specified in the sales contract. The notifications are delivered to the respective contact address of the other party and are deemed to have been delivered and effective at the time of their delivery via mail, except for the withdrawal notice made by the buyer when the withdrawal is effective if the notice is sent to the buyer within the withdrawal period.
- 11.2. A receipt is also deemed to have been delivered, the receipt of which has been rejected by the addressee, which was not picked up during storage or returned as undeliverable.
- 11.3. The parties may deliver a regular correspondence to each other by e-mail, to the e-mail address indicated in the buyer's user account or the specified buyer in the order, respectively to the address given on the Seller's website.

12. FINAL PROVISIONS

- 12.1. If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect the consumer's rights under generally binding legal regulations.
- 12.2. If any provision of the Terms of Business is invalid or ineffective, or if it occurs, instead of invalid clauses, a provision will be introduced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions. Changes and additions to the sales contract or business terms require a written form.
- 12.3. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
- 12.4. The Attachment on Business Terms and Conditions is a sample withdrawal form from the sales contract.

Sellers contact address:

Address for delivery:

Vektiva.s.r.o.

Milánská 465,

Praha 10, Horní Měcholupy, ZIP Code 109 0 294

Email Address: info@vektiva.com, telefon + 420 602 567 913



Form for withdrawal from the sales contracts

If you wish to withdraw from the sales contract, please fill in this form and attach it to the returned goods and send it back to:

Vektiva s.r.o.

Milánská 465,

Praha 10, Horní Měcholupy, ZIP Code 109 0 294

I hereby declare that I am withdrawing from the purchase contract for the purchase of these goods:	
Ordering date:	
Name and surname of buyer:	
Buyer's address:	
Date:	

Signature of buyer:

.....

