

## Terms of Contract

### 1. Preamble

1.1 The present Terms of Contract are applied to the purchase realized within the e-shop [www.jwl.cz](http://www.jwl.cz), whose provider is: Mr Marek Matoušek, JwL Luxury Pearls, ID Number: 741 30 307, place of business: Na Proutkách 286, 250 73 Radonice, Czech Republic. These Terms of Contract provide and specify laws and duties of the Purchaser and the Seller in a more detailed way.

1.2 Specification of the Seller:

Mr Marek Matoušek, JwL Luxury Pearls

Place of business: Na Proutkách 286, 250 73 Radonice, Czech Republic

ID Number: 741 30 307

E-mail: [jwl@jwl.cz](mailto:jwl@jwl.cz)

Phone Number: 00420 602 218 219

Hereinafter referred to as the "Seller".

1.3 The Seller is a natural person acting within the framework of his or her business activity when concluding and performing the contract.

1.4 If the purchaser is a consumer as defined in the provision § 419 of the Act No 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "*Purchaser – Consumer*" and the "*Civil Code*"), the relations that are not stipulated by these Terms of Contract are governed by the Civil Code and by the Act No 634/1992 Coll., Consumer Protection Act, as amended.

1.5 If the Purchaser is an entrepreneur as stipulated by the relevant provisions of the Civil Code and if it is obvious from other circumstances that occur while concluding a contract that the purchase relates to his or her business activity (hereinafter referred to as the "*Purchaser – other subject*"), the relations that are not stipulated by these Terms of Contract are governed by the Civil Code, and according to the provision of the § 2158 paragraph 1 of the Civil Code, the provisions of the § 2158 – 2175 shall not be applied under these circumstances.

1.6 The Purchaser can get acquainted with these Terms of Contract before sending his or her order by means of this e-shop.

1.7 By sending the order by means of this e-shop, the Purchaser confirms to become acquainted with these Terms of Contract and to agree with them.

### 2. Purchase Contract

2.1 The goods mentioned in the binding confirmation of the order issued by the Seller are the subject of the purchase issuing from the concluded Purchase Contract.

2.2 The order sent by the Purchaser is a binding proposition to conclude the Purchase Contract. The Purchase Contract itself is concluded by binding confirmation issued by the Seller and delivered to the Purchaser via e-mail. The order sent by the Purchaser and the binding confirmation issued by the Seller are considered as delivered if both contracting parties can

become acquainted with them. At this moment, the mutual laws and duties following the concluded Purchase Contract are established.

- 2.3 By sending the order, the Purchaser confirms to become acquainted with these Terms of Contract and to agree with them.
- 2.4 If the Seller discovers a mistake or any other discrepancies in the binding confirmation of the order issued by the Purchaser, he or she shall inform the Seller about these issues via e-mail [jwl@jwl.cz](mailto:jwl@jwl.cz) or via the phone 00420 602 218 219 without any delay.
- 2.5 By concluding the Purchase Contract, the Seller is obliged to deliver the object of the Purchase and the Purchaser is obliged to accept the delivery of this object and to pay the Seller the price of these goods and the postage and packing charges according to the below-mentioned conditions set by the present Terms of Contract.
- 2.6 The Seller is not a VAT registered company. The Seller reserves a right to change the prices without a previous notification of the Purchaser. The prices set in the e-shop are always valid and binding at the moment when the order is sent by the Purchaser. Once the order sent, the potential price change in the e-shop made by the Seller shall not affect the price mentioned in the order.
- 2.7 According to the conditions stipulated by the article 3, paragraph 3.5 of these Terms of Contract, the price of goods includes the postage and packing charges.

### **3. Delivery, Terms of Payment**

- 3.1 The goods shall be delivered COD (cash on delivery, i.e. the Purchaser gives the relevant money to the deliveryman while receiving the goods).
- 3.2 The goods shall be delivered to the address given by the Purchaser in the order within the working days. The goods shall be sent by means of the delivery company PPL CZ, s.r.o., or by means of Česká pošta, s.p., and shall be delivered only within the area of the Czech Republic. Delivery outside the Czech Republic only upon a previous agreement between the Seller and the Purchaser.
- 3.3 The goods are dispatched within 5 (five) working days. The total period from the order to the delivery does not usually exceed 10 (ten) working days starting from the conclusion of the Purchase Contract, if not otherwise stipulated by the Seller in the order or in the binding confirmation of the order. Should the Seller be not able to dispatch the goods in 5 (five) working days, he or she shall contact the Purchaser and shall inform him or her about the extension of the delivery period.
- 3.4 When receiving the goods, the Purchaser is obliged to control if the packaging is not damaged and if the consignment does not show any obvious damage. This control does not relate to the content of the consignment. In case of any obvious damage, the Purchaser is not obliged to accept the delivery of such a consignment and a report of damages shall be taken with the shipper. The Purchaser shall inform the Seller about the damaged consignment without any delay. The Purchaser shall also control the number of consignments. If this not be so, the complaints on the missing consignments shall not be taken into consideration.

### 3.5 Postage and packaging charges (Czech Republic):

- Cash on delivery (PPL CZ s.r.o.), the postage, packaging and COD charges are 120,- CZK;
- Cash on delivery (Česká pošta, s.p.) the postage, packaging and COD charges are 120,- CZK.

If the delivery in the exclusive gift box is not mentioned in the e-shop near the particular goods or is not mentioned in the binding confirmation of the order by the Seller, it is possible to deliver the goods in the exclusive gift box after a previous agreement with the Seller. If so, the total amount will therefore be increased up to the price of the chosen gift box.

If the goods are sent outside the Czech Republic, the price will be calculated individually.

## 4. Withdrawal from the Purchase Contract

4.1 In accordance with the provision of the § 1829 paragraph 1 of the Civil Code, the Purchaser – Consumer may withdraw from the Contract within the period of 14 (fourteen) days, which starts from the day of the conclusion of the Contract and

- If it relates to the Purchase Contract, starting from the day when the goods are delivered;
- If it relates to a Contract whose subject are some kinds of goods or a delivery of several parts, starting from the day when the last part of the goods is delivered;
- If it relates to a Contract whose subject is a regular and repeated goods delivery, starting from the delivery of the first consignment.

4.2 The above-mentioned period of the withdrawal from the Purchase Contract is considered as kept if the Purchaser – Consumer sends a notification on the withdrawal from the Contract within this period. If this be so, the Purchaser – Consumer shall bear the costs related to the return shipping to the Seller, and if it is a contract concluded by means of distance communication, also the costs related to the return shipping if, given the nature of these goods, they cannot be shipped the usual post way. The costs related to the return of goods also include the costs needed to restore the goods to their original state, should the need result from a treatment that differs from the nature and characteristics of the goods and should the value of the goods be decreased as a result of such a treatment. The Purchaser takes into account that in case of damaged, worn out or partially consumed goods returned by the Purchaser, the Seller is entitled to seek compensation. The compensation is unilaterally accounted by the Seller into the original purchase price.

4.3 If the Purchaser - Consumer is given a gift together with the goods, the deed of gift between the Seller and the Purchaser – Consumer is concluded with a resolutive condition that should the Purchaser – Consumer withdraw from the Contract, the deed of such a gift ceases to be valid and the Purchaser – Consumer is obliged to return the given gift.

4.4 Should the Purchaser – Consumer decide to withdraw from the Contract, he or she shall do so by sending a notification to the Seller's email [jwl@jwl.cz](mailto:jwl@jwl.cz) or by sending a letter to the address of the place of business of the Seller and the Purchaser – Consumer shall notify about the withdrawal from the Purchase Contract in writing and shall include the number of the order, date of the purchase and the number of the bank account for returning money back.

4.5 The Purchaser – Consumer withdrawing from the Contract sends or hands over the goods that he or she obtained from the Seller within the period of 14 (fourteen) days from the withdrawal from the Contract at the latest. The Seller returns money (the purchase price) including the costs related to the delivery of the goods that he or she accepted from the Purchaser – Consumer based on the Purchase Contract, to the number of the bank account of the Purchaser – Seller within the period of 14 (fourteen) days from the withdrawal from the Contract at the latest, no sooner than the Purchaser hands over the goods or proves to have sent the goods properly. Should the Purchaser – Consumer choose a different means of delivery than the cheapest one offered by the Seller, the Seller pays the Purchaser – Consumer the costs related to the delivery of the goods in the amount of the cheapest means of delivery offered by the Seller.

## **5. Warranty Terms and Conditions**

5.1 According to the provision § 2161 of the Civil Code, the Seller guarantees that the goods are free of any imperfections at the time of their taking over by the Purchaser - Consumer.

5.2 Should the goods not possess the characteristics stipulated in the provision § 2161 of the Civil Code, the Purchaser – Consumer is entitled to claim the exchange of goods, if this is not disproportionate given the nature of the imperfection. Should the imperfection be relative only to a part of the goods, the Purchaser – Consumer may claim only the exchange of this part. If this is not possible, he or she may withdraw from the Purchase Contract. Should this be disproportionate given the nature of the imperfection, in particular if the imperfection can be removed without any delay, the Purchaser – Consumer is entitled to the repair of such imperfection. Should the Purchaser – Consumer not withdraw from the Contract or should he or she not set up a claim to the exchange of the goods, its part or to a repair of the goods, he or she may claim for an adequate discount.

5.3 The Purchaser is not entitled to the rights from a defective performance, should the goods imperfection be caused by the delivery performed by the Purchaser or on his or her express wish or due to an unprofessional manipulation performed by the Purchaser. The rights from a defective performance do not apply to the wear of the goods caused by their usual use, inappropriate use or willful damage or to any imperfections mentioned in the Purchase Contract.

5.4 The Purchaser – Consumer is entitled to set up a claim to the right of imperfection which will appear within the period of 24 (twenty-four) months starting from the goods takeover. As for the Purchaser – other subject, it should be done within the period of 6 (six) months starting from the goods takeover.

5.5 In case of the defective performance, the Purchaser – other subject is entitled to set up a claim for following:

- The appearance of any repairable imperfection or imperfections is always considered as non significant breach of the Purchase Contract and the Purchaser – other subject is entitled to the repair of the imperfection or to an adequate discount.
- Should the breach of the Purchase Contract be considered as significant, the Purchaser – other subject is entitled to an adequate discount from the purchase price or to a withdrawal from the Purchase Contract.

- 5.6 In order to set up a claim, the Seller suggest the Purchaser to take following steps: to send the damaged goods together with a copy of the order and with a description of the imperfection to the address of the place of business of the Seller: Mr Marek Matoušek, JwL Luxury Pearls, Na Proutkách 286, 250 73 Radonice, Czech Republic. The claim must be done in writing. The writing should contain following information: the description of the goods, the most accurate description of the imperfection, contact details of the Purchaser (name, surname, business company/name, address/place of business/company address, e-mail, phone number, etc.), the day of the purchase and the number of the order.
- 5.7 The complaint including the repair of the imperfection will be handled without delays, 30 (thirty) days at the latest, starting from the day when the claim was set, if not otherwise explicitly agreed between the Purchaser – Consumer and the Seller.

## **6. Final Provisions**

- 6.1 These Terms of Contract come into force on the 1<sup>st</sup> of January, 2014, and are decisive in this version for all orders made this day and later.
- 6.2 The Seller reserves a right to change the present Terms of Contract. The new version will be available at the internet site of the Seller, [www.jwl.cz](http://www.jwl.cz). In the day of their publication, the validity and effect of the previous Terms of Contract are lost, but do not influence the Purchase Contracts concluded under the existing version of the Terms of Contract.
- 6.3 All the personal information and data of the Purchaser which will be communicated to the Seller, shall not be provided to third party excluding the delivery companies PPL CZ s.r.o., or Česká pošta, s.p., that ensure the delivery of the goods, without a previous consent of the Purchaser, and shall be handled in accordance with the Act No. 101/2000 Coll., on the Protection of Personal Data, as amended. The Purchaser is entitled to cancel this consent at any time.