

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("**Terms**") of the sole proprietor Ing. Martin Choma, based at Alšova 529, 250 92, Šestajovice, ID No.: 48479136, registered in the Trade Register maintained by the Municipal Office of Brandýs nad Labem pursuant to § 71 paragraph 2 of the Trade Licensing Act, email: info@j itkachomova.com, telephone number: +420 737 264 154 ("**We**" or the "**Seller**"), govern in accordance with § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), the mutual rights and obligations of you, as the buyer, and us, as the seller, arising in connection with or based on the purchase agreement (the "**Agreement**") concluded via the e-shop on the website <https://www.jitkachomova.com/en/>.

All information regarding the processing of your personal data can be found in the Privacy Policy, available here: <https://www.jitkachomova.com/en/privacy-policy/>.

The provisions of these Terms are an integral part of the Agreement. The Agreement and the Terms are executed in the Czech language. We may unilaterally amend or supplement the wording of the Terms. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms.

As you are aware, we primarily communicate remotely. Therefore, it also applies to our Agreement that remote communication tools are used, allowing us to agree without being physically present at the same location, and the Agreement is thus concluded remotely via the e-shop interface on the website (the "**e-shop web interface**").

If any part of the Terms contradicts what we have mutually agreed upon during the purchase process on our e-shop, the specific agreement will take precedence over the Terms.

1. SOME DEFINITIONS

- 1.1. **Price:** The financial amount you pay for the Goods;
- 1.2. **Shipping Fee:** The financial amount you pay for delivering the Goods, including packaging costs;
- 1.3. **Total Price:** The sum of the Price and the Shipping Fee;
- 1.4. **VAT:** Value-added tax as per applicable legal regulations;
- 1.5. **Invoice:** A tax document issued in accordance with the VAT Act for the Total Price;
- 1.6. **Order:** Your binding proposal to conclude a Purchase Agreement for Goods with Us;
- 1.7. **User Account:** An account set up based on your provided information, enabling the storage of entered details and the history of ordered Goods and concluded Agreements;
- 1.8. **You:** The person purchasing on our e-shop, referred to as the buyer in legal terms;
- 1.9. **Goods:** Everything available for purchase on the e-shop.

2. GENERAL PROVISIONS AND INFORMATION

- 2.1. Purchasing Goods is only possible via the e-shop web interface.
- 2.2. When purchasing Goods, you are required to provide Us with accurate and truthful information. The information you provide in the Order will be considered correct and truthful.

- 2.3. On our e-shop, we also provide access to customer reviews of Goods. We ensure the authenticity of these reviews by linking them to specific orders. In our internal system, each review is associated with the corresponding order ID, which allows us to verify and demonstrate that the review originates from a real customer.

3. CONCLUDING THE AGREEMENT

- 3.1. The Agreement with Us can only be concluded in Czech or English.
- 3.2. The Agreement is concluded remotely via the e-shop, and the cost of using remote communication tools is borne by you. These costs do not differ from the standard rates you pay for internet access, so you should not expect any additional costs charged by Us beyond the Total Price. By submitting the Order, you agree to the use of remote communication tools.
- 3.3. To conclude the Agreement, you need to place an Order on the e-shop. This Order must include the following information:
 1. Information about the Goods you intend to purchase (indicated on the e-shop by adding items to the "Cart");
 2. Information about the Price, Shipping Fee, payment method for the Total Price, and the desired delivery method for the Goods. These details will be provided during the Order creation process within the e-shop interface. Information about the Price, Shipping Fee, and Total Price will be automatically displayed based on the Goods, delivery method, and payment method selected;
 3. Your identification and contact details for delivery, specifically your name, surname, delivery address, phone number, and email address.
- 3.4. During the Order creation process, you can modify and check your details until the Order is completed. By clicking the "Order with Obligation to Pay" button, you finalize the Order. However, before clicking this button, you must confirm that you have read and agree to these Terms. Without this confirmation, it will not be possible to complete the Order. Confirmation is provided via a checkbox. Upon clicking the "Order with Obligation to Pay" button, all entered information will be sent directly to Us.
- 3.5. We will confirm your Order as soon as possible after receiving it by sending a confirmation message to the email address you provided in the Order. The confirmation will include a summary of the Order and these Terms as an attachment to the email. The Terms in effect on the Order date, i.e., the version attached to the confirmation email, form an integral part of the Agreement. The Agreement between Us and You is concluded upon Order confirmation.
- 3.6. There may be cases where we cannot confirm your Order. This particularly applies to situations where the Goods are unavailable or where you order a larger quantity of Goods than we allow. Information about the maximum quantity of Goods will always be provided to you in advance via the E-shop, so this should not come as a surprise. If there is any reason why we cannot confirm your

Order, we will contact you and send you an offer to conclude the Agreement in an amended form compared to your Order. In such cases, the Agreement is concluded at the moment you confirm our offer.

- 3.7. If an obviously incorrect Price is listed in the E-shop or the Order, we are not obliged to deliver the Goods at that Price, even if you have received an Order confirmation and the Agreement has been concluded. In such cases, we will contact you without delay and send you an offer to conclude a new Agreement in an amended form compared to your Order. The new Agreement is concluded at the moment you confirm our offer. An obviously incorrect Price includes, for example, a situation where the Price significantly deviates from the usual price charged by other sellers, or where a digit is missing or in excess.
- 3.8. When the Agreement is concluded, you become obligated to pay the Total Price.
- 3.9. For "Custom Artwork" Goods, a deposit of 50% of the Total Price is required before the creation of the "Custom Artwork" begins. The remaining 50% of the Total Price must be paid before the Goods are shipped.
- 3.10. If you have a User Account, you can place an Order through it. However, you are still obligated to verify the accuracy, truthfulness, and completeness of the pre-filled information. The process of creating an Order is otherwise identical to that for a buyer without a User Account, with the advantage that you do not need to repeatedly fill in your identification details.
- 3.11. In certain cases, we allow discounts on Goods purchases. To apply the discount, you must enter the relevant discount details into the designated field within the Order proposal. If you do so, the Goods will be provided to you at the discounted price.

4. USER ACCOUNT

- 4.1. Based on your registration on the E-shop, you can access your User Account.
- 4.2. When registering a User Account, you are required to provide correct and truthful information and update it in case of any changes.
- 4.3. Access to the User Account is secured with a username and password. You are obliged to keep these access details confidential and not disclose them to anyone. If these details are misused, we bear no responsibility for the consequences.
- 4.4. The User Account is personal, and you are not allowed to grant its use to third parties.
- 4.5. We may cancel your User Account, especially if you violate your obligations under the Agreement.
- 4.6. The User Account may not be available continuously, particularly due to necessary maintenance of hardware and software equipment.

5. PRICING AND PAYMENT TERMS, RETENTION OF TITLE

- 5.1. The price is always stated in the E-shop, in the Order proposal, and of course, in the Agreement. In case of a discrepancy between the Price stated for the Goods in the E-shop and the Price stated in the Order proposal, the Price stated in the Order proposal shall apply, which will always be identical to the price in the Agreement. The Order proposal also includes the Price for delivery or the conditions under which delivery is free of charge.
- 5.2. The total price is stated including VAT and all legally required fees.
- 5.3. We will require payment of the Total Price after the Agreement is concluded and before the Goods are handed over, except for Goods classified as "Custom Artwork" - see point 3.9 above. You can pay the Total Price using the following methods:
 - **Bank Transfer:** Payment details will be sent to you in the Order confirmation. For payments via bank transfer, the Total Price is due within **seven days**.
 - **Online Card Payment:** Payments are processed through the **Shoptet Pay** payment gateway, and are subject to the terms of this payment gateway, available at: <https://www.shoptetpay.com/cs/vseobecne-obchodni-podminky-shoptet-pay/>. For card payments online, the Total Price is **due within two (2) business days**.
 - **Cash on Personal Collection:** Cash payments can be made upon collection of the Goods at Our registered office mentioned in the first paragraph of this document. For cash payments upon personal collection, the Total Price is due at the time of Goods collection.
- 5.4. An invoice will be issued in electronic form after the Total Price has been paid and sent to your email address.
- 5.5. Ownership of the Goods transfers to you only after you have paid the Total Price and taken possession of the Goods. For payments via bank transfer, the Total Price is considered paid when it is credited to Our account. In other cases, it is considered paid at the time of payment execution.
- 5.6. All copyrighted works are subject to copyright law under Act No. 121/2000 Coll., on Copyright.

6. DELIVERY OF GOODS AND TRANSFER OF RISK OF DAMAGE

- 6.1. The Goods will be delivered to you according to the carrier and delivery address you selected, but no later than 20 business days, except for "Custom Artwork." You can choose from the following options:
 - **Personal collection** at the registered office mentioned in the first paragraph of this document;
 - **Delivery via shipping companies:** Zásilkovna, GLS, DPD.
- 6.2. The delivery time of the Goods always depends on their availability and the chosen method of delivery and payment. The time mentioned in these Terms is only indicative and may differ from the

actual delivery time. In the case of personal collection at the registered office, we will always notify you via email when the Goods are ready for collection.

- 6.3. Upon receiving the Goods from the carrier, you are required to check the integrity of the Goods' packaging and immediately notify the carrier and Us of any defects. If there is damage to the packaging indicating unauthorized tampering or intrusion, you are not obliged to accept the Goods from the carrier.
- 6.4. If you fail to accept the Goods, except in cases as per Article 6.3 of these Terms, it does not constitute a breach of Our obligation to deliver the Goods to you. However, such failure does not constitute withdrawal from the Agreement. In such cases, We are entitled to withdraw from the Agreement due to your material breach. If We choose to withdraw, the withdrawal becomes effective on the date it is delivered to you. Withdrawal from the Agreement does not affect the right to payment for delivery or the right to claim damages if incurred.
- 6.5. If the Goods must be delivered repeatedly or in a different way than agreed in the Agreement due to reasons on your part, you are obliged to reimburse Us for the costs associated with such repeated delivery. Payment details for these costs will be sent to your email address provided in the Agreement and are due within 14 days of the email's delivery.
- 6.6. The risk of damage to the Goods transfers to you when you take possession of them. If you fail to accept the Goods, except in cases as per Article 6.3 of these Terms, the risk of damage to the Goods transfers to you at the moment when you had the opportunity to accept the Goods but failed to do so for reasons on your side. The transfer of the risk of damage to the Goods means that you bear all consequences of loss, destruction, damage, or any depreciation of the Goods from that moment on.

7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 7.1. We guarantee that at the moment of the transfer of the risk of damage to the Goods as per Article 6.6 of these Terms, the Goods are free from defects, in particular, that the Goods:
 - correspond to the agreed description, type, and quantity;
 - are suitable for the purpose for which you require them, and which We agree to;
 - are supplied with usage instructions;
 - are suitable for the purpose for which Goods of this type are usually used;
 - correspond in quantity, quality, and other properties, including durability, functionality, compatibility, and safety, to the usual properties of Goods of the same kind that you can reasonably expect, also taking into account public statements made by Us or another person in the same contractual chain, especially advertising or labeling.
- 7.2. Rights and obligations regarding defective performance are governed by the applicable general legal regulations (in particular, Sections 2099 to 2117 and Sections 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

- 7.3. If the Goods have a defect, meaning that any of the conditions in Article 7.1 are not met, you can notify Us of such a defect and exercise your rights regarding defective performance (i.e., file a claim for the Goods) by sending an email or letter to Our address listed under Our identification details, or in person at the address mentioned under Our identification details. You can also use a sample form provided by Us, which forms Appendix No. 1 of these Terms. When exercising rights regarding defective performance, you must specify how you wish the defect to be resolved, and you cannot subsequently change this choice without Our consent. We will handle your claim in accordance with your exercised right regarding defective performance.
- 7.4. If the Goods have a defect, you have the following rights:
- to have the defect remedied by delivery of new Goods free from defects, or delivery of the missing part of the Goods; or
 - to have the defect remedied by repairing the Goods,
- unless the chosen method of defect remediation is impossible or disproportionately expensive compared to the other method, which will be assessed, in particular, considering the significance of the defect, the value the Goods would have without the defect, and whether the defect can be remedied by the other method without significant difficulties for you.
- 7.5. We are entitled to refuse to remedy the defect if it is impossible or disproportionately expensive, especially considering the significance of the defect and the value the Goods would have without the defect.
- 7.6. You also have the right to:
- a reasonable discount on the Price; or
 - withdrawal from the Agreement,
- if:
- We refuse to remedy the defect or fail to remedy it in accordance with legal regulations;
 - the defect appears repeatedly;
 - the defect is a material breach of the Agreement; or
 - it is evident from Our statement or the circumstances that the defect will not be remedied within a reasonable period or without significant difficulties for you.
- 7.7. The right to withdraw from the Agreement does not apply if the defect in the Goods is insignificant.
- 7.8. If you caused the defect in the Goods yourself, you are not entitled to rights arising from defective performance.
- 7.9. Normal wear and tear of the Goods resulting from ordinary use, or wear and tear consistent with the degree of prior use for used Goods, is not considered a defect.
- 7.10. When filing a claim, We will issue a written confirmation indicating:
- the date when you filed the claim;
 - the content of the claim;
 - the resolution of the claim you are requesting;

- your contact details for the purpose of providing information about claim resolution.
- 7.11. Unless We agree on a longer period, We will remedy the defect and provide you with information on claim resolution at the provided contact details within 30 days of receiving the claim. If this period elapses without resolution, you may withdraw from the Agreement or request a reasonable discount.
- 7.12. We will notify you of claim resolution by email and issue confirmation of the date and method of claim resolution. If the claim is justified, you are entitled to reimbursement of reasonably incurred costs. You must provide proof of these costs, e.g., receipts or confirmation of transportation costs. If the defect is remedied by delivery of new Goods, you are required to return the original Goods to Us; however, the costs of such return will be borne by Us.
- 7.13. If you are a business entity, it is your duty to report and point out the defect without undue delay after you could have discovered it, but no later than three days after taking delivery of the Goods.
- 7.14. If you are a consumer, you are entitled to exercise rights arising from defective performance for defects in consumer Goods that occur within 24 months of taking delivery of the Goods.

8. WITHDRAWAL FROM THE AGREEMENT

- 8.1. Withdrawal from the Agreement, meaning the termination of the contractual relationship between Us and You from its beginning, may occur for the reasons and in the manner specified in this article or in other provisions of the Terms where 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, in accordance with Section 1829 of the Civil Code, to withdraw from the Agreement without giving a reason within 14 days from the conclusion of the Agreement, or, in the case of purchasing Goods, within 14 days of taking delivery of the Goods. If the Agreement involves several pieces of Goods or the delivery of several parts of Goods, this period starts only on the day of delivery of the last piece or part of the Goods.
- 8.3. You may withdraw from the Agreement in any verifiable manner (in particular by sending an email or a letter to Our address listed in Our identification details). You may also use the template withdrawal form provided by Us, which forms Annex No. 2 of the Terms.
- 8.4. However, even as a consumer, you cannot withdraw from the Agreement in cases where the Agreement involves performance listed in Section 1837 of the Civil Code.
- 8.5. The withdrawal period under Article 8.2 of the Terms is deemed to be maintained if you send Us a notice of withdrawal during the withdrawal period.
- 8.6. In the event of withdrawal from the Agreement under Article 8.2 of the Terms, you are obligated to return the Goods to Us within 14 days of withdrawal and bear the costs associated with returning the Goods to Us. Conversely, you are entitled to a refund of the delivery Price, but only up to the amount corresponding to the cheapest delivery option We offered for the delivery of the Goods. If

you withdraw due to Our breach of the Agreement, We will also cover the costs of returning the Goods to Us, but again only up to the amount of the delivery Price corresponding to the cheapest delivery option We offered for the Goods.

- 8.7. In the event of withdrawal from the Agreement, the Price will be refunded to you within 14 days from the effective date of the withdrawal to the account from which the payment was received, or to an account specified in the withdrawal notice. However, the amount will not be refunded before We receive the Goods in their original special packaging. The amount refunded will correspond to the condition of the returned Goods as described in paragraph 8.8. Please return the Goods to Us undamaged, preferably including the original special packaging. If you fail to do so, We have the right to charge you the cost of this special packaging.
- 8.8. In the event of withdrawal from the Agreement under Article 8.2 of the Terms, you are liable for any reduction in the value of the Goods caused by handling them in a manner other than that necessary to familiarize yourself with the nature, properties, and functionality of the Goods, i.e., in a manner different from how you would handle them in a physical store. If We have not yet refunded the Price, We are entitled to offset the claim for costs against your claim for the refund of the Price.
- 8.9. We are entitled to withdraw from the Agreement at any time before delivering the Goods to you if there are objective reasons why the Goods cannot be delivered (particularly reasons attributable to third parties or reasons related to the nature of the Goods), even before the expiration of the period specified in Article 6.1 of the Terms. We may also withdraw from the Agreement if it becomes apparent that you intentionally provided incorrect information in the Order. If you are purchasing Goods within the scope of your business activity, i.e., as a business entity, We are entitled to withdraw from the Agreement at any time, even without giving a reason.

9. DISPUTE RESOLUTION WITH CONSUMERS

- 9.1. We are not bound by any codes of conduct in relation to buyers within the meaning of Section 1826(1)(e) of the Civil Code.
- 9.2. We handle consumer complaints via the electronic address info@jitkachomova.com. We will send information regarding the resolution of complaints to the buyer's email address.
- 9.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, Company ID: 000 20 869, website: <http://www.coi.cz>, is competent to handle out-of-court consumer disputes arising from the Agreement. The online dispute resolution platform available at <http://ec.europa.eu/consumers/odr> can also be used to resolve disputes between the seller and the buyer (consumer) arising from a purchase agreement concluded via electronic means.
- 9.4. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 796/44, 110 00 Prague 1, website: <http://www.evropskyspotrebitel.cz>, is the contact point in accordance with Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on

online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (the Online Dispute Resolution Regulation).

10. FINAL PROVISIONS

- 10.1.** If our legal relationship with you includes an international element (e.g., shipping goods outside the Czech Republic), it will always be governed by Czech law. However, if you are a consumer, this arrangement does not affect your rights arising from applicable legal regulations.
- 10.2.** All written correspondence between Us and You will be delivered via electronic mail. Our email address is listed among Our identification details. We will send correspondence to your email address as specified in the Agreement, in your User Account, or through which you have contacted us.
- 10.3.** The Agreement can only be amended based on a written agreement between us. However, we are entitled to amend and supplement these Terms, which will not affect Agreements already concluded but will apply to Agreements concluded after the effective date of the change.
- 10.4.** In the case of force majeure or events that cannot be foreseen (natural disasters, pandemics, operational failures, supplier outages, etc.), we are not liable for damages caused as a result of or in connection with force majeure events. If the state of force majeure persists for more than 10 days, both we and you have the right to withdraw from the Agreement.
- 10.5.** The Terms include an appendix with a sample complaint form and a sample withdrawal form.
- 10.6.** The Agreement, including the Terms, is archived electronically by Us but is not accessible to you. However, you will always receive these Terms and the Order confirmation with a summary of the Order via email, so you will have access to the Agreement even without Our cooperation. We recommend saving the Order confirmation and the Terms.
- 10.7.** These Terms and Conditions and other legal documents of the e-shop (including the Privacy Policy) are available in Czech and English. In case of any discrepancies or ambiguities between the language versions, the Czech version shall always prevail.
- 10.8.** These Terms take effect on **November 24, 2024**.

ANNEX NO. 1 – COMPLAINT FORM

Recipient: Ing. Martin Choma, Alšova 529, 250 92, Šestajovice, CZ

Complaint Submission

Date of Agreement Conclusion:	
First name, Surname:	
Address:	
E-mail	
Goods Subject to Complaint:	
Description of Defects in the Goods:	
Proposed Method of Resolving the Complaint:	

I also request the issuance of a confirmation of the complaint submission stating when I exercised this right, the content of the complaint, the method of resolution I am requesting, along with my contact details for the purpose of providing information on the complaint resolution.

Date:

Signature:

ANNEX NO. 2 – WITHDRAWAL FROM THE AGREEMENT FORM

Recipient: Ing. Martin Choma, Alšova 529, 250 92, Šestajovice

I hereby declare that I am withdrawing from the Agreement:

Date of Agreement Conclusion:	
First name, Surname	
Address:	
E-mail:	
Specification of the Goods Covered by the Agreement:	
Method of Refund for Received Funds, or Bank Account Number (if applicable):	

If the buyer is a consumer, they are entitled, in cases where the goods were ordered via the e-shop of company Ing. Martin Choma ("Company") or other means of remote communication, to withdraw from the purchase agreement within 14 days of its conclusion, or, in the case of goods purchase, within 14 days of receiving the goods, except in cases specified in Section 1837 of Act No. 89/2012 Coll., the Civil Code, as amended. If the agreement concerns several pieces of goods or the delivery of several parts of goods, this period begins on the date of delivery of the last piece or part of the goods.

The buyer shall notify the Company of such withdrawal in writing at the address of the Company's establishment or electronically to the email provided on the sample form.

If the buyer, who is a consumer, withdraws from the purchase agreement, they shall return or deliver the goods received from the Company without undue delay, but no later than 14 days after withdrawing from the purchase agreement.

If the buyer, who is a consumer, withdraws from the purchase agreement, the Company shall return all monetary funds (purchase price of the delivered goods), including delivery costs received under the purchase agreement, to the buyer without undue delay, but no later than 14 days after the withdrawal. The funds will be returned in the same manner they were received. If the buyer chose a delivery method other than the least expensive option offered by the Company, the Company will only refund delivery costs equivalent to the least expensive delivery method available. The Company is not obligated to return the received funds to the buyer before the goods are returned in their original special packaging. The condition of the returned goods will be assessed by the Company in accordance with Sections 8.7 and 8.8 of the Terms and Conditions, which may affect the amount of the refunded purchase price.

Date:

Signature: