

Terms and conditions

Terms and conditions and complaints procedure of the e-shop “conceptmango.cz”

Company:

Nelemi Co sro

Registered office:

Kněžice 3, Kněžice, 675 29, Třebíč, Czech Republic

Identification number:

29223199

VAT number:

CZ29223199

File number:

C 66676/KSBR Regional Court in Brno

Legal form:

Limited liability company

Business scope:

Production, trade and services not listed in Annexes 1 to 3 of the Trade Licensing Act within the scope of the following fields of activity:

- Animal breeding and training (excluding livestock production)
- Trade and service brokerage
- Wholesale and retail
- Advertising, marketing, media representation

Email:

obchod@conceptmango.cz

In Brno on 4 June 2010

Nelemi Co sro

acting as Miodrag Stanković, managing director

Appendix to the terms and conditions of the e-shop “conceptmango.cz” No. 1

Sample form for withdrawal from the purchase contract

(fill in this form and send it back only if you want to withdraw from the contract)

Notice of withdrawal from the contract

Addressee:

Nelemi Co sro, Kněžice 3, 675 29 Kněžice

Buyer's name and surname:

... (fill in)

Delivery address:

... (fill in)

Telephone number:

... (fill in)

Email:

... (fill in)

Product designation (product number, type or name of the product):

... (fill in)

Number of pieces:

... (fill in)

Date of receipt of goods:

... (fill in)

Purchase price:

... (fill in)

Return the purchase price by postal order / to account no.:

... (fill in)

Instructions:

This withdrawal can also be sent to the seller by email. It is delivered at the moment of confirmation of receipt of the email by the seller to the buyer; without such confirmation, such withdrawal by the buyer cannot be considered as duly delivered to the seller.

If the consumer withdraws from the contract, he shall send or hand over to the seller without undue

delay, no later than fourteen days from the withdrawal from the contract, the goods he received from him.

If the consumer withdraws from the contract, the seller shall return to him without undue delay, no later than fourteen days from the withdrawal from the contract, all funds, including the costs of delivery, that he received from him under the contract (i.e. not the costs incurred by the consumer when returning the goods), in the same way. If the consumer has chosen a method of delivery other than the cheapest method of delivery offered by the seller, the seller shall return to the consumer the costs of delivery of the goods in an amount corresponding to the cheapest method of delivery offered.

If the consumer withdraws from the purchase contract, the seller is not obliged to return the received funds to the consumer before the consumer hands over the goods to him or proves that he has sent the goods to the seller.

Date of withdrawal:

... (fill in)

Signature:

... (fill in)

1. INTRODUCTORY PROVISIONS

1. These terms and conditions (hereinafter referred to as the “Terms and Conditions”) of the above-named seller (hereinafter referred to as the “Seller”) regulate, in accordance with the provisions of Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “Civil Code”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the “Purchase Contract”) concluded between the seller and another natural person (hereinafter referred to as the “Buyer”), including the seller’s online store. The online store is operated by the seller on the website <https://www.conceptmango.cz/> (hereinafter referred to as the “Website”), through the website interface (hereinafter referred to as the “Website Interface”).
 2. Provisions deviating from the terms and conditions may be agreed in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
 3. The provisions of the terms and conditions are an integral part of the purchase contract. The purchase contract and the terms and conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.
 4. The Seller may amend or supplement the text 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 Terms and Conditions.
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2. USER ACCOUNT

5. Based on the Buyer's registration on the website, the Buyer can access his/her user interface. From his/her user interface, the Buyer can order goods (hereinafter referred to as the "user account"). If the store's web interface allows it, the Buyer can also order goods without registration directly from the store's web interface.
 6. When registering on the website and when ordering goods, the buyer is obliged to provide all data correctly and truthfully. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.
 7. Access to the user account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.
 8. The Buyer is not entitled to allow third parties to use the user account.
 9. The Seller may cancel the user account, especially if the Buyer does not use his/her user account for more than 12 months, or if the Buyer breaches his/her obligations under the purchase contract.
 10. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment, or the necessary maintenance of the hardware and software equipment of third parties.
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3. CONCLUSION OF THE PURCHASE CONTRACT

11. All presentation of goods placed in the web interface of the store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732, paragraph 2 of the Civil Code do not apply.
12. The web interface of the store contains information about the goods, including the prices of individual goods. The prices of the goods are listed including value added tax and all related fees. The prices of the goods remain valid for the period they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.
13. The product photograph is for illustrative purposes only.
14. The store's web interface also contains information about the costs associated with payment, packaging, and delivery of goods.
15. To order goods, the buyer fills out an order form in the store's web interface. The order form contains, in particular, information about:
 - ordered goods (the buyer "places" the ordered goods into the electronic shopping cart of the store's web interface),
 - the method of payment for the purchase price of the goods, information about the requested method of delivery of the ordered goods and
 - information about the costs associated with the delivery of goods (hereinafter collectively referred to as the "order").

16. Before sending the order to the seller, the buyer is allowed to check and change the data entered by the buyer in the order, also with regard to the buyer's ability to detect and correct errors that occurred when entering data into the order. The buyer sends the order to the seller by clicking on the "Send order" button. The data specified in the order are considered correct by the seller. Immediately after receiving the order, the seller will confirm receipt of the order to the buyer by e-mail to the buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "buyer's e-mail address").
 17. The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).
 18. The contractual relationship between the seller and the buyer arises upon delivery of the order acceptance (acceptance), which is sent by the seller to the buyer by e-mail to the buyer's e-mail address.
 19. The Buyer agrees to the use of distance communication means when concluding the purchase contract. The costs incurred by the Buyer when using distance communication means in connection with concluding the purchase contract (internet connection costs, telephone call costs) are borne by the Buyer himself, and these costs do not differ from the basic rate.
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4. PRICE OF GOODS AND PAYMENT TERMS

20. The buyer can pay the price of the goods and any costs associated with the delivery of the goods under the purchase contract to the seller in the following ways:

- **Account number:** 2209524349/0800 Czech Savings Bank, Inc.
- **IBAN:** CZ1508000000002209524349
- **SWIFT:** GIBACZPX

When paying in this way, the buyer is charged costs proportionate to the seller's costs associated with the delivery of the goods according to the selected method of transport and payment method in the order.

- in cash at all seller's locations
- in cash on delivery at the location specified by the buyer in the order, when paying in this way, the buyer is charged costs proportionate to the seller's costs associated with cash on delivery according to the choice of the method of transport and method of payment in the order
- by bank transfer to any of the seller's accounts listed below (hereinafter referred to as the "seller's account"):

21. through discount coupons that the customer obtained during a previous order, when paying in this way, the buyer is charged costs proportionate to the seller's costs associated with the delivery of the goods according to the selected method of transport.

22. The shipping price and delivery method are detailed on the [Shipping and Payment Terms](#) page .

23. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with delivery of the goods.
 24. The Seller does not usually request a deposit or other similar payment from the Buyer. This does not affect the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance. However, the Seller reserves the right in exceptional cases to request the Buyer to pay a deposit based on a pro forma invoice before sending the goods. In such a case, the Buyer will be notified in an appropriate manner of the need to pay a deposit and a pro forma invoice will be sent to him.
 25. In the case of payment in cash or in the case of payment on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment (payment in advance - proforma invoice), the purchase price is payable within 7 days of concluding the purchase contract.
 26. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the seller's account.
 27. The seller is entitled, especially in the event that the buyer does not confirm the order additionally (Article 3.6), to demand payment of the entire purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1 of the Civil Code shall not apply.
 28. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.
 29. If it is customary in business transactions or if it is stipulated by generally binding legal regulations, the seller will issue a tax document - invoice to the buyer regarding payments made on the basis of the purchase contract. The seller is a payer of value added tax. The tax document - invoice will be issued by the seller to the buyer after payment of the price of the goods and sent in electronic form to the buyer's electronic address.
 30. If the buyer is in default of taking over the goods, the seller is entitled, after having demonstrably notified the buyer by e-mail and provided him with a new reasonable period for taking over, to sell the goods in an appropriate manner after the expiry of the period. The seller is entitled to offset the costs of storage and the costs of futile delivery of the goods due to the lack of cooperation on the part of the buyer in the amount strictly necessary against the proceeds of sale.
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5. WITHDRAWAL FROM THE PURCHASE CONTRACT

31. The Buyer acknowledges that, according to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from a purchase contract for the supply of goods that have been modified according to the wishes of the Buyer or for his person, from a purchase contract for the supply of goods that are subject to rapid deterioration, as well as goods that have been

irretrievably mixed with other goods after delivery, from a purchase contract for the supply of goods in a closed package that the consumer has removed from the package and cannot be returned for hygiene reasons, and from a purchase contract for the supply of a sound or video recording or computer program if the original packaging has been broken.

32. Unless it is a case specified in Article 5.1 or another case where it is not possible to withdraw from the purchase contract, the buyer has the right to withdraw from the purchase contract, in accordance with the provisions of Section 1829, paragraph 1 of the Civil Code, within fourteen (14) days from the receipt of the goods, and if the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. The withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer can use the sample form provided by the seller, which is an annex to the terms and conditions. The buyer can send the withdrawal from the purchase contract, among others, to the address of the seller's business premises or to the seller's e-mail address reklamacie@conceptmango.cz.
33. In the event of withdrawal from the purchase contract according to Article 5.2 of the Terms and Conditions, the purchase contract is cancelled from the beginning. The goods must be returned to the seller within fourteen (14) days of withdrawal from the contract to the seller.
34. In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the purchase contract. The Seller is also entitled to return the performance provided by the Buyer upon return of the goods by the Buyer or in another manner, if the Buyer agrees and no additional costs are incurred by the Buyer. If the Buyer withdraws from the purchase contract, the Seller is not obliged to return the funds received to the Buyer before the Buyer returns the goods or proves that he has sent the goods.
35. Until the buyer takes over the goods, the seller is entitled to withdraw from the purchase contract at any time. In such a case, the seller will return the purchase price to the buyer without undue delay, by bank transfer to the account designated by the buyer.
36. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with a termination condition that if the buyer withdraws from the purchase contract, the gift contract regarding such a gift loses its effectiveness and the buyer is obliged to return the gift provided to the seller together with the goods.
37. According to Section 1820, paragraph 1, letter g), the seller has the right to claim the costs of repackaging and restoring to the original condition if the seller returns the goods without the packaging in which the goods were delivered (packaged by the manufacturer).

6. TRANSPORTATION AND DELIVERY OF GOODS

38. If the method of transport is agreed upon based on a special request from the buyer, the buyer bears the risk and any additional costs associated with this method of transport.
39. If the seller is obliged under the purchase contract to deliver the goods to the location specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery.

40. Upon receipt of the goods, the buyer is obliged to check the integrity of the packaging and the condition of the goods (especially its glass and other fragile elements) and in the event of any defects, immediately notify the carrier. If damage to the packaging is found indicating unauthorized entry into the shipment, or if the condition of the goods is found to be inconsistent with the above, the buyer undertakes not to accept the shipment from the carrier and immediately inform the seller of such non-acceptance and the reasons for it.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

41. The rights and obligations of the contracting parties regarding rights arising from defective performance are governed by the relevant 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).

42. The seller is responsible to the buyer that the goods are free from defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer received the goods:

- the goods have the properties agreed upon by the parties, and in the absence of such agreement, they have the properties described by the seller or manufacturer or expected by the buyer with regard to the nature of the goods and on the basis of their advertising,
- the goods are suitable for the purpose stated by the seller for their use or for which goods of this type are usually used,
- the goods correspond in quality or design to the agreed sample or design, if the quality or design was determined according to the agreed sample or design,
- the goods are in the appropriate quantity, measure or weight,
- the goods comply with the requirements of legal regulations.

43. The provisions set out in this Article shall not apply to goods in particular when:

- the defect was present at the time of receipt and a discount on the purchase price is agreed for such a defect,
- the defect is obvious and therefore the customer has approved such goods even with the defect,
- the defect is caused by the buyer and arose from improper use, storage, improper maintenance, buyer intervention or mechanical damage,
- the defect arose as a result of an external event beyond the seller's control,
- the buyer breaks the protective seals or stickers on the claimed goods,
- the goods were mechanically damaged and therefore do not constitute a defect in the goods,
- this is normal wear and tear of the goods caused by their use, not a defect,
- the utility and aesthetic values of the goods were prematurely exhausted due to careless use of the goods,
- the defect was caused by the buyer and arose from improper use, storage, improper maintenance or intervention by the buyer,
- the defect arose as a result of an external event beyond the seller's control,

- The buyer complained about the goods after the statutory period for claiming defects had expired (i.e. after two years from receipt).
44. The buyer does not have the right to defective performance if the buyer knew before taking over the item that the item had a defect, or if the buyer caused the defect himself.
 45. If the goods do not meet the above requirements upon receipt by the buyer, the buyer has the right to have new goods delivered without defects, unless this is unreasonable given the nature of the item. If the defect only concerns a part of the item, the buyer may only request the replacement of the part; if this is not possible, he may withdraw from the contract and request a full refund of the purchase price. However, if this is unreasonable given the nature of the defect, in particular if the defect can be removed without undue delay, the buyer has the right to have the defect removed free of charge.
 46. If the buyer does not withdraw from the contract or does not exercise the right to delivery of new goods without defects, to replace a part of it or to repair it, he may demand a reasonable discount from the purchase price. The buyer has the right to a reasonable discount even if the seller cannot deliver new goods without defects, replace a part of it or repair the goods, as well as if the seller does not remedy the defect within a reasonable time or if remedying the defect would cause the consumer considerable difficulties.
 47. If a defect becomes apparent within six months of receipt, the goods are deemed to have been defective upon receipt.
 48. The buyer may exercise his rights from defective performance within 24 months from the receipt of the goods. For used goods, the period for exercising rights from defective performance may be shortened to 12 months; such a shortening of the period shall be indicated by the seller in the confirmation of obligations from defective performance or on the sales document. After the expiry of the period, the right from defects cannot be exercised by the seller, unless the contractual parties agree otherwise or the seller or manufacturer provides a special guarantee for quality beyond its statutory obligations.
 49. The buyer is obliged to exercise his rights from defective performance without undue delay after he discovers that the goods have a defect. The seller is not liable for an increase in the extent of damage if the buyer uses the goods despite knowing about the defect. If the buyer legitimately claims a defect against the seller, the period for exercising rights from defective performance does not run for the period during which the goods are being repaired and the buyer cannot use them.
 50. If the buyer discovers mechanical damage to the purchased goods upon receipt of the shipment, he is obliged to keep the packaging material in which the goods were transported for the purpose of making a complaint.
 51. The Buyer acknowledges that in the event of an exchange of goods as part of the settlement of a complaint, a new period for exercising rights arising from defective performance does not run. The period expires 24 months from the date of receipt of the goods subject to the complaint.
 52. The period for exercising rights due to defects cannot be considered as determining the service life of the goods, which varies with regard to the characteristics of the product, its maintenance and correctness and intensity of use, or the agreement between the buyer and the seller.
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8. FILING A COMPLAINT

53. The buyer has the right to file a complaint with the seller, at any of his premises where the complaint can be accepted with regard to the range of goods sold, or at his registered office or place of business.
54. The moment of filing a complaint is considered the moment when the seller received the claimed goods from the buyer.
55. The Seller ensures the presence of an employee authorized to accept complaints during all operating hours. The complaint can also be filed with the person designated for this purpose in the confirmation issued by the Seller to the Buyer, on the receipt or in the warranty certificate, if the designated person is at the Seller's location or at a location closer to the Buyer.
56. The buyer is obliged to prove that he has the right to make a complaint, in particular by proving the date of purchase, either by submitting a sales receipt, a confirmation of the seller's obligations arising from defective performance of the warranty certificate, or in another credible manner.
57. The buyer is not entitled to make a complaint about a defect that was already reported in the past if a reasonable discount on the purchase price was provided for it.
58. If exercising the right to claim defects would cause significant difficulties for the consumer, in particular because the item cannot be transported to the place of claim in the usual way or the item is installed or part of real estate, the seller will assess the defect in agreement with the buyer either on site or in another way. In such a case, the buyer is obliged to provide the seller with the necessary cooperation.
59. The seller recommends sending the goods in the original packaging (manufacturer's packaging) in which they were delivered to the buyer.

9. COMPLAINT HANDLING

60. The seller is obliged to decide on the complaint immediately, in more complex cases within three working days. This period does not include the time required for a professional assessment of the defect. The seller is obliged to issue the buyer with a written confirmation stating the date and place of the complaint, the characteristics of the alleged defect, the method of handling the complaint requested by the buyer and the method in which the buyer will be informed of its handling. The complaint, including the removal of the defect, must be handled without undue delay, no later than 30 days from the date of the complaint, unless the seller and the buyer agree on a longer period. The futile expiration of this period is considered a material breach of contract.
61. The seller is obliged to confirm to the buyer in writing the method of handling the complaint and its duration.
62. The buyer is not entitled to change the method of complaint settlement once chosen without the seller's consent, except in situations where the method of resolution chosen by him cannot be implemented.

63. The buyer is obliged to take over the claimed goods within 30 days from the date on which the claim should have been settled at the latest. After this period, the seller is entitled to charge a reasonable storage fee or sell the goods on the buyer's behalf. The seller must notify the buyer of this procedure in advance and provide him with a reasonable additional period to take over the goods.
64. If the buyer acts when concluding the purchase contract within the scope of his business activities in connection with the subject of his business or within the scope of his independent profession, then the provisions of Articles 7, 8 and 9 of the Terms and Conditions shall not apply. In such a case, the contractual warranty for the goods shall not be negotiated with the buyer.
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10. CONTRACTUAL QUALITY GUARANTEE

65. If the seller has provided a quality guarantee beyond the scope of his legal obligations, its application is governed by these complaints procedures, unless the confirmation of the seller's obligations for defective performance (warranty certificate) or the contract stipulates otherwise.
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11. COSTS OF COMPLAINTS AND DISPUTE RESOLUTION

66. If the complaint is recognized as justified, the buyer, who is a consumer, has the right to reimbursement of the reasonably incurred costs associated with exercising his right.
67. If the seller rejects the complaint as unjustified, the buyer, or both parties, after agreement with the seller, may contact a court expert in the field and request an independent expert assessment of the defect.
68. If no agreement is reached between the buyer and the seller, the buyer may turn to existing systems for out-of-court settlement of consumer disputes, or to the competent court.
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12. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

69. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
70. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826, paragraph 1, letter e) of the Civil Code.
71. The seller ensures the out-of-court settlement of consumer complaints via the electronic address obchod@conceptmango.cz. The seller will send information about the settlement of the buyer's complaint to the buyer's electronic address.

72. The seller is authorized to sell goods on the basis of a trade license. Trade license inspection is carried out within its scope by the relevant trade license office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority, to a limited extent, supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
73. The buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765, paragraph 2 of the Civil Code.
74. The Buyer acknowledges that the software and other components forming the web interface of the store (including photographs of the goods offered) are protected by copyright. The Buyer undertakes not to perform any activity that could allow him or third parties to interfere or use the software or other components forming the web interface of the store without authorization.
75. The Buyer is not entitled to use mechanisms, software or other procedures when using the web interface of the store that could have a negative impact on the operation of the web interface of the store. The web interface of the store may only be used to the extent that it does not prejudice the rights of other customers of the seller and is in accordance with its purpose.
76. The Buyer acknowledges that the Seller is not responsible for errors arising from third-party interference with the website or from the use of the website contrary to its intended purpose.
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13. CONTRACTUAL LIMITATION OF DAMAGES

77. If the buyer acts in the context of his business activities in connection with the subject of his business when concluding the purchase contract, then the claim for damages that the buyer could possibly incur from this contract is limited by the seller, within the meaning of Section 386 of the Commercial Code, as amended, to the amount of the purchase price of the purchased goods.
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14. CONTRACTUAL PENALTIES

78. The provisions of this article apply only to cases where the buyer, when concluding a purchase contract, acts within the scope of his business activities in connection with the subject of his business or within the scope of his independent profession.
79. In the event of the buyer's delay in paying the purchase price, a contractual penalty of 1% of the purchase price of the goods for each day of delay is agreed. Both parties consider this contractual penalty to be appropriate under the circumstances.
80. In the event of the buyer's delay in taking over the goods, a contractual penalty of 1% of the purchase price of the goods for each day of delay is agreed. Both parties consider this contractual penalty to be appropriate under the circumstances.

81. For the above-mentioned contractual penalties, the payment of the contractual penalty does not terminate the violator's obligation to compensate for the damage, which the violator is obliged to pay in full in addition to the contractual penalty.
 82. The application of a contractual penalty for breach of contractual obligation also does not exclude the right to withdraw from the contract.
 83. Any payment received by one of the contracting parties shall first be used to pay all penalty payments, in particular the contractual penalty, with the order of penalty payments thus paid being governed by their date of origin (the penalty payment with an earlier date of origin shall have priority).
 84. The contractual penalty is payable within seven days of delivery of the invoice to the buyer.
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15. PROTECTION OF PERSONAL DATA

85. The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
86. The Buyer agrees to the processing of the following personal data: title, first name and surname, residential address, identification number, tax identification number, e-mail address, telephone number and bank account number (hereinafter collectively referred to as "personal data").
87. The Buyer agrees to the processing of personal data by the Seller for the purposes of exercising the rights and obligations under the purchase contract and for the purposes of maintaining a user account. Unless the Buyer chooses another option, he agrees to the processing of personal data by the Seller also for the purposes of sending information and commercial communications to the Buyer. Consent to the processing of personal data in full pursuant to this article is not a condition that would in itself prevent the conclusion of a purchase contract.
88. The Buyer acknowledges that he is obliged to provide his personal data (during registration, in his user account, when ordering from the store's web interface) correctly and truthfully and that he is obliged to inform the Seller of any changes to his personal data without undue delay.
89. The seller may entrust the processing of the buyer's personal data to a third party as a processor. Apart from persons transporting the goods, the seller will not transfer personal data to third parties without the buyer's prior consent.
90. Personal data will be processed for an indefinite period. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.
91. The Buyer confirms that the personal data provided is accurate and that he/she has been informed that the provision of personal data is voluntary.
92. If the buyer believes that the seller or processor is processing his personal data in a way that is contrary to the protection of the buyer's private and personal life or in violation of the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, he may ask the seller or processor for an explanation and demand that the seller or processor eliminate the situation that has arisen in this way. In particular, this may involve blocking, correcting, supplementing or destroying personal data. If the buyer's request is found to be justified according to the previous sentence, the seller or processor shall immediately eliminate

the problematic situation. If the seller or processor does not comply with the request, the buyer has the right to contact the Office for Personal Data Protection directly. This provision does not affect the buyer's right to contact the Office for Personal Data Protection directly with his initiative.

- 93.If the buyer requests information about the processing of his personal data, the seller is obliged to provide him with this information. The seller has the right to demand reasonable compensation for the provision of information pursuant to the previous sentence, not exceeding the costs necessary to provide the information.
 - 94.The Buyer agrees to the sending of information related to the Seller's goods, services or business to the Buyer's electronic address and further agrees to the sending of commercial communications by the Seller to the Buyer's electronic address.
 - 95.To obtain purchase ratings, we use the Bianco Star service provided by Bianco sro, 041 46 905, with its registered office at Křižíkova 148/34, Karlín, 186 00 Prague 8.
 - 96.When processing personal data, we act as the personal data controller and the service provider as the processor.
 - 97.In connection with the service, personal data is processed in the scope of the email address, telephone number that you provide in the order, and also in the scope of the IP address, information about the purchased goods, the order and the content of the evaluation that you publish yourself. Personal data is processed for the purpose of sending the form for obtaining the evaluation, its analysis and creating statistics or summary evaluations of the e-shop and the products offered. These statistics and summary evaluations do not contain personal data.
 - 98.Participation in the evaluation takes place in accordance with legal regulations based on making a purchase in the e-shop and at the same time on the basis of not refusing consent to the processing of personal data.
 - 99.You can object to the processing of your personal data at any time by using the relevant link in all related email communications. You can also object to the processing using our normal contact details. Any failure to award a rating does not affect the ability to use our e-shop to its full extent.
 - 100.If you refuse to process your personal data, it will no longer be processed, except in cases where there is another lawful reason for processing (including fulfilling obligations arising from legal regulations or protecting our legitimate interests).
 - 101.For more information about the processing of personal data, please visit the Privacy Policy page.
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16. SENDING COMMERCIAL COMMUNICATIONS AND SAVING COOKIES

- 102.The Buyer agrees to the sending of information related to the Seller's goods, services or business to the Buyer's email address, SMS messages to the Buyer's phone number and further agrees to the Seller sending commercial communications to the Buyer's email address.

103. The buyer agrees to the storage of cookies on his computer. In the event that the purchase on the website can be made and the seller's obligations under the purchase contract can be fulfilled without the storage of cookies on the buyer's computer, the buyer may revoke the consent in accordance with the previous sentence at any time.

17. TERMINATION OF THE CONTRACT

104. The purchase contract can only be terminated by performance, agreement of the parties or withdrawal from the contract.

105. The contracting parties consider the following violations of the buyer's obligations to be a material breach of this contract, which is a reason for withdrawal from the contract, in particular, if the buyer acts when concluding the purchase contract within the scope of his business activities in connection with the subject of his business or within the scope of his independent profession:

- any delay by the buyer in taking over the goods,
 - any delay by the buyer in paying the purchase price.
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18. DELIVERY

106. Unless otherwise agreed, all correspondence related to the purchase contract must be delivered to the other party in writing; by e-mail, in person or by registered mail through a postal service provider (at the sender's choice). The Buyer is delivered to the e-mail address specified in his user account.

107. The message is delivered:

- in the case of delivery by electronic mail at the moment of its receipt, if this receipt is confirmed electronically to the sender by the addressee,
- in the case of delivery in person or via a postal service operator, the message is delivered no later than the third business day after sending, including refusal to accept the shipment if the addressee (or the person authorized to accept the shipment on their behalf) refuses to accept the shipment,
- via SMS, at the moment of delivery of confirmation of receipt from the recipient's phone to the sender's phone.

108. Furthermore, beyond the above, the Seller is expressly authorized to perform actions related to the rights and obligations under the purchase contract via voice telephone call with the Buyer, if the Buyer expressly agrees to this in each case.

19. REFEREE

- 109.If the buyer purchases goods in the e-shop in connection with the subject of his business activity or as part of his independent profession, then it is valid that the parties have agreed on the following arbitration agreement.
- 110.The contracting parties have agreed that all possible property disputes arising in the future from the concluded purchase contract, as well as disputes from securing obligations from it, including bills of exchange, even if these legal relationships are invalid, cancelled or withdrawn from, shall be resolved in arbitration proceedings at the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in Prague according to its Rules and Regulations by a single arbitrator, the place of arbitration being Brno.
- 111.In the event that it is not possible to resolve the dispute in proceedings pursuant to Act No. 216/1994 Coll. and the parties are in a commercial relationship, the parties have expressly agreed that the dispute will be resolved by the Municipal Court in Brno.
- 112.The arbitration proceedings shall be initiated by the delivery of a written statement of claim to the address of the arbitration court. The participants have agreed that the arbitration proceedings shall be conducted in writing, on the basis of written documents and statements submitted by the parties. Oral hearings shall be ordered only if the arbitrator deems it necessary, and the arbitrator shall notify the parties of the venue in writing at least 10 days in advance.
- 113.The arbitrator is entitled to a fee of 4% of the value of the subject matter of the dispute for monetary compensation, but at least a minimum fee of CZK 10,000 for each individual dispute.
- 114.The seller may incur, among other things, the following costs of the proceedings in the arbitration: arbitrator's fee, representative's (lawyer's) fee, out-of-pocket expenses of the participant and his representative, lost earnings of the participant and his representative, costs of evidence (expert opinion), etc. The arbitrator may award the party that was fully or partially successful in the matter compensation for the costs of the proceedings, proportionately according to the rules set out in Sections 142 to 151 of Act No. 99/1963 Coll., Code of Civil Procedure, as amended. By signing, the tenant expressly declares that he was duly informed by the landlord of its content sufficiently in advance before the conclusion of this contract and that he was explained what consequences for him may arise from the conclusion of the arbitration contract, and in particular he acknowledges that the arbitration proceedings are conducted in writing and that a final arbitration award is an enforceable title.
- 115.Oral proceedings, if necessary, will be held in Kněžice, Czech Republic.
- 116.A copy of the arbitration award shall be delivered to the parties, or if they have representatives, to their representatives, by mail in person.
- 117.A final arbitration award is enforceable.
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20. FINAL PROVISIONS

- 118.If the relationship established by the purchase 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 arising from generally binding legal regulations.
- 119.If any provision of the terms and conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning comes as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Amendments and supplements to the purchase contract or terms and conditions shall be in writing.
- 120.The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is accessible via the user account.
- 121.Annex No. 1 to the Terms and Conditions contains a sample form for withdrawal from the purchase contract.
- 122.The seller's contact details are those listed in the header of these terms and conditions.
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21. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES

- 123.Dear consumer, if you believe that we have harmed you or failed to meet our obligations, write to our email address info@conceptmango.cz.
- 124.If we are unable to resolve the dispute directly, you also have the right to out-of-court settlement of a consumer dispute, pursuant to Act No. 378/2015 amending Act No. 634/1992 Coll., on Consumer Protection.
- 125.The entity (ADR) for out-of-court resolution of consumer disputes between a trader and a consumer is the Czech Trade Inspection, or another entity authorized by the Ministry of Industry and Trade, see <http://www.mpo.cz/dokument169867.html> .
- 126.The consumer has the opportunity to submit a proposal to the Czech Trade Inspection via an online form, available on the website of the Czech Trade Inspection: <https://adr.coi.cz/cs> .
- 127.The consumer may file a complaint with the Czech Trade Inspection Authority or an authorized entity no later than 1 year from the date on which he first exercised his right, which is the subject of the dispute, against the seller.
- 128.The consumer can also submit a proposal through the EU Out-of-Court Dispute Resolution Platform, which is available online at: <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=CS> . Only a consumer living in the EU can submit a proposal to a trader established in the EU.
- 129.If the disputing parties are not satisfied with the quality of the out-of-court resolution of a consumer dispute and believe that the Rules for Out-of-Court Resolution of Consumer Disputes were violated during the proceedings, they may file a complaint to the address of the Ministry of Industry and Trade or to the email address adr@mpo.cz.

130. In the case of cross-border disputes, the European Consumer Centre Czech Republic helps consumers access the relevant out-of-court consumer dispute resolution body.

131. The parties bear the costs associated with the out-of-court resolution of consumer disputes themselves.