



GENERAL TERMS AND CONDITIONS

Mgr. Zuzana Barabáš

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(hereinafter referred to as the "**Operator**")

In Prague on September 1, 2023

I.

Introductory Provisions

1. These General Terms and Conditions ("**GTC**") of the individual entrepreneur Mgr. Zuzana Barabáš, Identification Number (IČO): 87528711, with registered office at Švédská 1010/15, 150 00 Prague 5 – Smíchov (hereinafter referred to as the "**Operator**"), regulate, in accordance with § 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**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 "**Purchase Contract**") concluded between the Operator and another natural person (hereinafter referred to as the "**Customer**") through the Operator's website.
2. The Operator runs the "Sole di notte" e-shop on the website www.soledinotte.com.
3. For the purpose of providing services, selling goods, and operating the website, the Operator processes certain personal data.
4. These GTC do not apply in cases where the person intending to conclude a Purchase Contract with the Operator, is a legal entity or a person acting in ordering goods within their business or as part of their independent professional activity.
5. Deviations from these GTC can be agreed upon in the Purchase Contract. Deviations agreed upon in the Purchase Contract take precedence over the provisions of the GTC.
6. These GTC are an integral part of the Purchase Contract.
7. **The Purchase Contract and the General Terms and Conditions are drawn up in the English language. The Purchase Contract can be concluded in the Czech language.**
8. The wording of the GTC may be changed or supplemented by the Operator. This provision does not affect the rights and obligations arising during the effectiveness of the previous wording of the GTC.



II.

User Account

1. Upon registration on the website, the Customer can access their user interface. From this user interface, the Customer can place orders – conclude Purchase Contracts (hereinafter referred to as the "**User Account**").
2. Placing orders – concluding Purchase Contracts is also possible without registration.
3. The Customer is obliged to update the information provided in the User Account. The Operator considers the provided information to be correct.
4. The access to the User Account is secured by a username and password. The Customer is obliged to maintain confidentiality regarding the information necessary to access their User Account and acknowledges that the Operator is not responsible for any breach of this obligation by the Customer.
5. The Customer acknowledges that the User Account may not be available continuously, especially with regard to the necessary maintenance of the Operator's hardware and software, or the necessary maintenance of the hardware and software of third parties.

III.

Ordering Goods

1. All presentations of goods on the ordering interface are for informational purposes.
2. The ordering interface contains information about the goods, including the prices of individual items. The prices of the goods are stated, including value-added tax and all related fees.
3. However, the price of transportation (shipment) is not included in the price of the goods and is paid by the Customer in addition to the price of the goods. The transportation costs depend on the shipping method and the current valid price list of the carrier.
4. The Customer chooses the shipping and payment method in the order.
5. The prices of the goods remain valid for as long as they are displayed in the ordering interface.
6. The provisions of Article III (2) to (5), do not limit the possibility of the Operator to conclude a Purchase Contract on individually agreed conditions.
7. To order goods, the Customer selects items from the menu by clicking on a specific item and then clicking the "Order" button.
8. Before submitting the order to the Operator, the Customer is allowed to check and change the data they entered into the order, including the shipping and payment method, also taking into account the customer's ability to detect and correct errors in the data entered into the order.
9. Immediately after receiving the order, the Operator will confirm the receipt of the order to the Customer by displaying the selected goods in the User Account and by sending a confirmation email.
10. The order is binding and cannot be canceled after submission.
11. The Customer agrees to the use of remote means of communication when concluding a Purchase Contract. The Customer bears the costs incurred in using remote means of communication in connection with the conclusion of the Purchase Contract (costs of



internet connection, costs of telephone calls), and these costs do not differ from the basic rate.

IV.

Payment Terms

1. The price of the goods can be paid by the following methods:
 - ⊕ by bank transfer to the Operator's account;
 - ⊕ cash on delivery;
 - ⊕ by bank transfer using the GoPay payment system.
2. Additional costs are charged to the Customer, specifically transportation (shipment).
3. In the case of non-cash payment, the Customer is obliged to pay the price together with the inclusion of their variable symbol stated in the order. In the case of non-cash payment, the Customer's obligation to pay the price of the order is fulfilled at the moment of the proper crediting of the corresponding amount to the Operator's account.
4. If the Customer does not collect the order, the Operator is entitled to demand payment of the entire purchase price.
5. If it is customary in business transactions or is stipulated by generally binding legal regulations, the Operator will issue a tax document – an invoice regarding payments made based on the Purchase Agreement to the Customer. The Operator will issue the tax document – invoice to the Customer after the payment of the order price and send it in electronic form to the Customer's email address.
6. Online payments for the Operator are provided by the GoPay Payment Gateway. The service provider, GOPAY s.r.o., a.s., is a licensed payment institution operating under the supervision of the Czech National Bank. Payments made through the payment gateway are fully secure, and all information is encrypted.

GOPAY s.r.o., Planá 67, 370 01, Planá, Czech Republic, ID: 26046768, email: podpora@gopay.cz, tel.: +420 387 685 123

V.

Other Rights and Obligations of the Contracting Parties

1. The Customer acknowledges that in some cases, according to the provisions of § 1837 of the Civil Code, it is not possible to withdraw from a Purchase Contract for the delivery of goods in sealed packaging that the Customer has removed and which is not suitable for return for health or hygienic reasons.
2. If the Customer selected a method of delivery of goods other than the cheapest one offered by the Operator, the Operator will refund to the Customer the cost of delivery of the goods in the amount corresponding to the cheapest offered method of delivery of the goods.
3. The Customer must return the goods to the Operator undamaged, unused, and unsoiled, and if possible, in the original packaging. The Operator is entitled to set off



unilaterally against the Customer's claim for a refund of the purchase price for any damage to the goods.

4. The Operator is entitled to withdraw from the Purchase Contract due to the depletion of stocks or unavailability of the goods. The Operator shall promptly inform the Customer via the email address provided in the order. If any payments have been accepted by the Operator in connection with the order, they will be refunded within 14 days of notifying the withdrawal from the Purchase Contract, in the same manner. Alternatively, the Customer will be offered an acceptable alternative, and the Operator's performance will be considered fulfilled upon acceptance.
5. The Customer is obliged to check the goods for defects upon receipt, and apparent defects must be reported immediately upon receipt or immediately thereafter.
6. The Customer complaints are handled by the Operator at the email address info@soledinotte.com. Complaints can only be filed within 3 days of the date of delivery of the goods. Later complaints cannot be considered.
7. The Operator will send information about the resolution of the Customer's complaint to the Customer's email address.
8. The Operator is not bound by any codes of conduct in relation to the Customer according to § 1826 (1) e) of the Civil Code.
9. The Customer has the right to withdraw from the Purchase Contract, even without stating a reason, within 14 days of receiving the goods.
10. The Customer can use the form to withdraw from the contract, which will be sent to the Operator either through the postal service or to the email info@soledinotte.com.
11. The form can be found in the email informing the Customer about the order dispatch or on the website www.soledinotte.com.
12. The customer bears the costs of returning the goods upon withdrawal from the agreement, especially the costs of delivery and packaging.
13. The Czech Trade Inspection is competent for out-of-court settlement of consumer disputes arising from the purchase agreement, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, website: <http://www.coi.cz>.
14. The Operator is authorized to sell goods based on a trade license. The trade inspection is carried out within its competence by the relevant trade licensing office. Supervision over the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection, among other things, carries out supervision within the defined scope over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
15. The Customer hereby assumes the risk of a change in circumstances within the meaning of § 1765 (2) of the Civil Code.



VI.

Rights from Defective Performance

1. The Operator guarantees to the customer that the goods are free from defects upon receipt. In particular, the Operator guarantees to the Customer that at the time of receiving the goods:
 - ⊕ The goods have the characteristics that the parties agreed upon, and if there is no agreement, they have the characteristics that the Operator or the manufacturer described or that the Customer expected given the nature of the goods and based on the advertising conducted.
 - ⊕ The goods are suitable for the purpose for which the Operator states its use or for which goods of this kind are usually used.
 - ⊕ The goods correspond to the quality or performance agreed upon by the agreed sample or template, if the quality or design were determined according to the agreed sample or template.
 - ⊕ The goods are in the appropriate quantity, measure, or weight, and the goods comply with the requirements of legal regulations.
2. The Operator's obligations for defective performance are at least to the extent of the obligations for defective performance of the manufacturer. Otherwise, the Customer is entitled to enforce the right from defects that occur in consumer goods within twenty-four months of receipt.
3. If the sold goods, their packaging, the instructions attached to the goods, or the advertisement, in accordance with other legal regulations, specify a period during which the goods can be used, the provisions regarding quality guarantee shall apply. The quality guarantee obliges the Operator to ensure that the goods will be fit for their usual purpose for a certain period or will retain their usual properties.
4. The provisions stated in the previous paragraph of the GTC do not apply to goods sold at a lower price for a defect for which the lower price was agreed upon, for wear and tear caused by its normal use, for used goods for a defect corresponding to the degree of use or wear and tear that the goods had at the time of Customer acceptance, or if it arises from the nature of the goods. The right to defective performance does not belong to the Customer if, before accepting the goods, they knew that the goods had a defect or if the Customer caused the defect themselves.
5. In case of a defect, the Customer can submit a complaint to the Operator and demand:
 - ⊕ Exchange for new goods,
 - ⊕ Repair of the goods,
 - ⊕ A reasonable discount from the purchase price,
 - ⊕ Withdrawal from the contract.
6. The Customer has the right to withdraw from the contract:
 - ⊕ If the goods have a substantial defect,
 - ⊕ If the item cannot be properly used due to the repeated occurrence of defects or defects after repair,
 - ⊕ In the case of a greater number of defects in the goods.



7. A substantial breach of the contract is considered a violation that the breaching party knew or must have known at the time of concluding the contract, and the other party would not have concluded the contract if it had foreseen this breach.
8. For a defect that constitutes a non-substantial breach of the contract (regardless of whether it is a removable or non-removable defect), the Customer is entitled to have the defect removed or to a reasonable discount from the purchase price.
9. If a removable defect occurs repeatedly after repair (usually the third complaint for the same defect or the fourth for different defects) or the item has a greater number of defects (usually at least three defects simultaneously), the Customer has the right to request a discount from the purchase price, exchange of goods, or withdrawal from the contract.
10. When filing a complaint, the Customer is obliged to inform the Operator of the chosen right. A change of choice without the consent of the Operator is possible only if the Customer requested the repair of a defect that turns out to be irreparable. If the Customer does not choose their right from a substantial breach of the contract on time, the Customer has the same rights as in the case of a non-substantial breach of the contract.
11. If repair or exchange of the goods is not possible, the Customer may request a full refund of the purchase price based on withdrawal from the contract.
12. If the Operator proves that the Customer knew about the defect before taking over the goods or caused the defect themselves, the Operator is not obliged to accept the Customer's claim.
13. The Customer cannot file a complaint about discounted goods for a reason for which the goods are discounted.
14. The Operator is obliged to provide the Customer with a written confirmation of when the Customer asserted their right, the content of the complaint, the method of handling the complaint requested by the Customer, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, if applicable.
15. The Operator or an authorized employee will decide on the complaint within three working days. This period does not include the time reasonably necessary for expert assessment of the defect, depending on the type of product or service. The complaint, including the removal of the defect, must be resolved promptly, no later than 30 days from the date of the complaint, unless the Operator and the Customer agree on a longer period. The expiration of this period is considered a substantial breach of the contract, and the Customer has the right to withdraw from the Purchase Contract. The moment of filing the complaint is considered the moment when the Customer's will is expressed (assertion of the right from defective performance) to the Operator.
16. The Operator shall inform the Customer in writing about the result of the complaint.
17. The Customer is not entitled to the right of defective performance if the Customer knew before taking over that the item had a defect, or if the customer caused the defect themselves. The Customer is obliged to follow the Operator's instructions regarding the care of the goods.



18. In the case of a justified complaint, the Customer has the right to get refund of reasonably incurred costs associated with the complaint. The Customer can assert this right to the Operator within one month after the expiration of the warranty period; otherwise, the court may not grant it.
19. The Customer has the choice of how to handle the complaint.
20. The rights and obligations of the contracting parties regarding the rights from defective performance are governed by § 1914 to 1925, § 2099 to 2117, and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection.

VII.

Processing and Protection of Personal Data

1. In this article, the Operator fulfills the information obligation towards the Customer in accordance with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons concerning the processing of personal data and on the free movement of such data, and on the repeal of Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR").
2. The Customer hereby gives the Operator consent to the processing of personal data for the purpose of operating websites, for the purpose of fulfilling the contract, and for the purpose of sending commercial communications.
 - a. Processing of personal data in the case of using the contact form
 - If the Customer contacts the Operator through the contact form, the Operator will handle the Customer's contact details provided in the contact form, namely, name, surname, email address, and possibly telephone number.
 - These data are stored for the purpose of contacting the customer.
 - The data obtained from the contact form will be processed by the Operator for the time necessary, but no longer than 2 years from the last communication.
 - b. Processing of personal data in the case of concluding a purchase contract
 - If the customer concludes a Purchase Contract with the Operator, the Operator will work with the Customer's contact details provided to the Operator, namely, name, surname, address, email address, and possibly telephone number.
 - These data are stored to ensure mutual rights and obligations arising from the Purchase Contract, as well as in connection with payment through the GoPay entity and other obligations arising from the law.
 - The data obtained from the concluded Purchase Contract will be processed by the Operator for the time necessary, but no longer than 10 years from the conclusion of the Purchase Contract.
 - c. Processing of personal data for the purpose of sending commercial communications (Newsletters)



- If the Customer did not prohibit the Operator from receiving commercial communications when concluding the Purchase Contract, the Customer's email address will be used for this purpose.
 - The Customer can unsubscribe from receiving commercial communications at any time, either by clicking on the link in the email or by sending an email to info@soledinotte.com.
3. The processing of personal data will be carried out by the Operator (Administrator).
 4. In order to fulfill all obligations, Customer data will be provided to other entities:
 - a. The operator of the Shoptet e-shop platform (Shoptet a.s., with its registered office at Dvořeckého 628/8, Břevnov, 169 00, Prague 6, ID: 289 35 675, the company is registered with the Municipal Court in Prague, Section B, Insert 25 395).
 - b. Companies involved in the shipment of goods, especially Česká pošta, s.p., Direct Parcel Distribution CZ s.r.o., Zásilkovna s.r.o., General Logistics Systems Czech Republic s.r.o., PPL CZ s.r.o., depending on the Customer's choice of carrier.
 - c. Company involved in the processing of GOPAY s.r.o. payments, with its registered office at Planá 67, 370 01, Planá, Czech Republic, ID: 26046768.
 - d. E-mailing service provider.
 - e. Marketing agency.
 5. The Customer can withdraw consent to the processing of personal data at any time by sending an email to info@soledinotte.com.

VIII.

Sending Commercial Communications and Storing Cookies

1. The Customer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on certain information society services and on the amendment of certain laws (Act on certain information society services), as amended, to receive commercial communications from the Operator at the Customer's electronic address (email). The Operator fulfills its information obligation towards the Customer in accordance with Article 13 of the GDPR regulation regarding the processing of the Customer's personal data for the purpose of sending commercial communications in Article VI. of these GTC.
2. The Customer agrees to the storage of so-called cookies on their computer. If it is possible to make a purchase on the website and fulfill the Customer's obligations from the Purchase Contract without the need to store so-called cookies on their computer, the Customer can revoke the consent at any time.
3. The Operator uses the following cookies on the website:
 - a. Necessary cookies: Necessary for the operation of the website, allowing, for example, to log in to secure parts of the site and other basic functionalities. This category of cookies cannot be disabled.



- b. Analytical/statistical cookies: Enable the Operator, for example, to recognize and determine the number of visitors and track how visitors use the website. They help the Operator improve the way the site works, such as by allowing users to easily find what they are looking for. These files are activated only with the prior consent of the visitor/customer.
- c. Advertising cookies: Used to track preferences and allow displaying advertisements and other content that best match the visitor's/customer's interests and online behavior. These files are activated only with the prior consent of the visitor/customer.

IX.

Final Provisions

1. Unless otherwise agreed, all correspondence related to the Purchase Contract must be delivered to the other contractual party in writing, by electronic mail (e-mail) provided during registration or in the order.
2. If any provision of the GTC is invalid or ineffective, or if it becomes so, the provision meaning of which most closely approximates the invalid provision shall apply instead. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.
3. The Operator is not responsible for errors arising as a result of third-party interventions in the online store or due to its misuse. When using the websites, the Customer must not use procedures that could have a negative impact on its operation and must not engage in any activity that could allow unauthorized interference or unauthorized use of the software or other components constituting the online store and must use the online store or its parts or software in a manner that is not contrary to its purpose or goal.
4. The Purchase Contract, including the GTC, is archived by the Operator in electronic form for a limited period and is not accessible.
5. These GTC come into effect on September 1, 2023.