

General Terms and Conditions of Sale for Entrepreneurs and Legal Persons

The General Terms and Conditions of Sale for Entrepreneurs and Legal Persons (hereinafter referred to as the “**Terms**”) apply to contracts negotiated via the online shop Your20th.com, placed on the website www.your20th.com (hereinafter referred to as the “**website**”) between

our company

JOINT PROJECT, s.r.o., with registered office at Třeboradická 755/9, Kobylišy, 182 00 Praha 8

Registration No: 24714372

is not subject to VAT

registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 168224

Delivery address: Třeboradická 755/9, Kobylišy, 182 00 Praha 8

Telephone number: +420 608 925 420

Contact email: info@your20th.com

as the **seller**

and the entrepreneur or legal person

as the **purchaser**

(hereinafter jointly referred to as the “**parties**”)

1. General Provisions

- 1.1. The Terms define and specify elementary rights and obligations of the parties when concluding a sales contract or other contract here mentioned (hereinafter referred to as the “**contract**”) through the website.
- 1.2. The provisions of the terms are necessarily part of the contract. The provisions different from the Terms can be agreed in the contract. The different provisions agreed in the contract take precedence over the provisions of the Terms. The Terms can be changed or amended by the seller. The rights and obligations of the parties are always governed by the Terms as defined from the moment when these rights and obligations arose. The rights and obligations are also governed by the [Warranty Claim Guidelines for Entrepreneurs and Legal Persons](#), [Privacy Policy](#) and by the conditions mentioned on the website, particularly during concluding the contract. Issues not modified here will be governed by the legislation, particularly by Act no. 89/2012 Sb., the Civil Code, as amended, (hereinafter referred to as the “**Civil Code**”).
- 1.3. The Terms are intended for purchasers who are entrepreneurs and for legal persons. For contracts concluded with consumers won't apply these Terms, but the [General Terms and Conditions of Sale for Consumers](#).
- 1.4. The purchaser becomes owner of the goods by paying the whole price, but not before takeover of the goods.

- 1.5. The purchaser validates familiarization with the Terms and consent with its content by sending purchase order.

2. Order and Contract Conclusion

- 2.1. On our website, there is a list of goods including the description of main characteristics of particular items. **Presentation of the goods is for your information only and it is not our offer for concluding a contract of sale in the meaning of Section 1732 par. 2 of the Civil Code.** For concluding the contract of sale, it is necessary that you send a purchase order and that we accept such purchase order.
- 2.2. The purchase order is made through website, or, if appropriate, by another mean mentioned on the website or according to the agreement of the parties. The purchase order must include exact name of the ordered goods (or number marking of the goods), the amount of goods, chosen method of payment and delivery, and contact details of the purchaser (name and surname or name of the company, identification number, address for delivery, telephone number, e-mail address). **The purchaser is obliged to prove that he is an entrepreneur by entering valid identification number to the purchase order.**
- 2.3. The seller is not obliged to confirm the received purchase order. The unconfirmed purchase order is not binding for the seller. The seller is entitled to verify order, in case of any doubt about the authenticity and seriousness of the order. Unauthenticated order can be refused by the seller.
- 2.4. The contract is concluded as of the moment when the binding order acceptance is delivered to the purchaser by the seller.
- 2.5. In case of cancellation of the order by the purchaser, the seller has the right to have paid cancellation fee as high as 50% from the goods price. If the purchaser has already paid costs related to the contract, the full amount of these costs will be also compensated by the purchaser.

3. Delivery conditions

- 3.1. The seller is obliged to deliver the goods to the purchaser by agreed mean, properly packed and with necessary documents. If it is not agreed otherwise, the documents are in Czech language.
- 3.2. On the basis of the agreement between parties, the seller can provide the transportation and delivery insurance for the duration of the transportation. The purchaser is obliged to pay the price of the transportation and insurance according to the valid tariff of the carrier. The handover of the goods to the carrier is considered as the delivery of the goods. The risk of damage passes to the purchaser by the delivery of the goods.
- 3.3. Before the takeover of the goods, the purchaser is obliged to check the integrity of the packing and in the case of defect, report this defect to the carrier without undue delay. In such case, the protocol to defect will be written up. If the protocol is not written up, the purchaser loses his claim related to the violated packing of the goods.
- 3.4. The purchaser is obliged to check the goods without delay, particularly he is obliged to check the amount of the goods and its complementarity. In case of non-compliance, the purchaser is obliged to report this non-compliance to the seller without undue delay, at

the latest till 2 working days since the takeover of the goods. The purchaser is obliged to properly document the defects and send the documentation together with the defect report to the seller.

- 3.5. If the purchaser does not take the goods over, the seller's right to require the payment of the price is not affected thereby.

4. Payment conditions

- 4.1. The purchase price can be paid by the means mentioned on the website or by the means agreed between the parties or by the following means:
- via bank transfer to the bank account of the seller prior the delivery on the basis of the backed-up invoice;
 - via bank transfer to the bank account of the seller after the delivery on the basis of the invoice at the time of maturity, as mentioned in the invoice;
 - via letter of credit according to individually agreed conditions.
 - Via Paypal payment

The seller is entitled not to enable the payment after the delivery of the goods. The payment mean is usually dedicated to the permanent consumers. If it is not agreed otherwise, the invoice is sent together with the goods as well as the delivery note.

- 4.2. In case of a cash payment, the purchase price is due as of the takeover of the goods. In case of a non-cash payment, the purchase price is due within five days from the acceptance of the order, if it is not agreed otherwise by the parties. The obligation of the purchaser to pay the purchase price, when using a non-cash payment method, is fulfilled as of the moment we receive the respective payment at our bank account.
- 4.3. In case of non-compliance with payment deadlines according to these Terms can the Seller charge the Purchaser at a rate 0,5 % of the outstanding amount for every day of delay. The entitlement to compensation of the purchaser, for the loss caused by delay, is not affected by this provision.
- 4.4. In case of purchaser's delay with the payment is the seller entitled to stop the other agreed deliveries of the goods, until the moment of payment of all the debts of the purchaser.
- 4.5. Payment is possible in in Euros (EUR) and in dollars (USD) or Czech crowns (CZK).

5. Withdrawal from the contract

- 5.1. The seller is entitled to withdraw from the contract at any time before the takeover of the goods. In such case, the seller will refund the purchaser with the price that has been already paid, in non-cash payment to the account that have been communicated for this purpose or for the account from which were the money sent (if the purchaser will not communicate the account till 5 days since the withdrawal).
- 5.2. The seller is entitled to withdraw from the contract if the purchaser is delayed with the payment for more than 4 weeks. In such case, the seller is also entitled to require agreed penalty in the amount of 50 % from the goods price.
- 5.3. The purchaser is entitled to withdraw from the contract if the seller is delayed with the goods delivery for more than 4 weeks from the agreed day of delivery.

- 5.4. The purchaser is not entitled to withdraw from contract if the goods were delivered properly, at time and without any defects.
- 5.5. Withdrawal from contract must be performed in written way, in the case of electronically agreed contract also in electronic way. The withdrawal is effective as of the moment of the delivery of the withdrawal to the other party.
- 5.6. **If there has been a gift provided with the goods, the gift contract loses its effectivity by withdrawal from the contract by any of the parties.**

6. Rights from defective performance

The conditions of defective performance rights and guarantee liability are governed by the [Warranty Claim Guidelines for Entrepreneurs and Legal Persons](#) of the seller.

7. The Protection of Trade Secrets and Trade Policy of the Seller

- 7.1. During negotiating the contract and its fulfilling can be the purchaser told information that are pointed to be private or which are obviously private. The purchaser is obliged to:
 - keep the information private
 - do not provide the information to the third person without seller's consent;
 - do not use the information for another purpose than for fulfilling of the contract;
 - do not use the information for any harmful purpose.
- 7.2. The purchaser is not entitled to make copies of the documents received by the seller without his explicit consent.

8. Registration on the website

- 8.1. A user account is established by the registration form, which is placed on the website. The buyer has an obligation to keep the access to the user account in secret. Seller is not responsible for any third-party abuse of a user account.

The information provided during registration must be true and complete. The buyer reserves the right to cancel the account without refund if false or inaccurate data has been used. In the case of change of personal data, the buyer recommends changing personal data even in the user account.
- 8.2. The user account allows the buyer to order goods, track orders and manage a user account. Any other user account features are always listed on the website.
- 8.3. **Please note that the seller has the right to cancel the buyer's user account without refund if the buyer's account violates good morals, applicable law or these terms.**

9. Copyright protection, responsibility and use of the website

- 9.1. The content of websites (texts, including business terms, photographs, images, logos, software, and more) is protected by the copyright of the seller or the rights of others. Buyer may not change, duplicate, distribute or use the content for any purpose without the consent of the seller or consent of the copyright holder. In particular, it is forbidden to make free or pending access to photos and texts placed on the website.

The names and labels of products, goods, services, and companies may be registered trademarks of their respective owners.

9.2 Seller is not responsible for errors resulting from third-party interference with the web interface or as a result of its use contrary to its intended use. When a buyer using a website, he may not use procedures that could disrupt the system's functionality or overload the system.

If the buyer commits any illegal or unethical behaviour when using the website, the seller is entitled to restrict, suspend or terminate the buyer's access to the website without any compensation. In this case, the buyer is also obliged to pay the seller damages that are demonstrably incurred by the purchaser's actions under this paragraph, in full amount.

The seller warns that by clicking on some links on the website, you can leave the website and redirect to third-party's websites.

10. Final Provisions

10.1 If there international (foreign) element related to the usage of the web interface, the parties agree that their relationship is governed by the Czech law (excluding the application of the United Nations Convention on Contracts for the International Sales of Goods).

10.2 The Buyer acknowledges that by acquiring ownership of the goods, he does not have the right to exercise the right to use artwork as such use is characterized by Act No. 121/2000 Sb., The Copyright Act, as amended (hereinafter referred to as the "Copyright Act"), to a different extent than the Copyright Act permits. The actual conclusion of the purchase contract cannot in any way be deemed to be the consent of the author of a work of art with the use of such work by the buyer in a manner to which the author's explicit consent is required under the Copyright Act. The Buyer acknowledges that the other use of an artistic work than that expressly permitted by the author's copyright is prohibited by Copyright Act, the copyright of the author of a fine artwork may be infringed. Seller is in no way responsible for any violation of the copyright of the author of the artistic artwork by the buyer.

10.3 Should it be the case that any provision of the Term is invalid, ineffective or inapplicable (or will become as such), the provision, which by its sense is closest to the invalid, ineffective or inapplicable provision, will apply? By the invalidity, ineffectiveness or inapplicability of one provision shall not be affected by the validity of the remaining provisions. The contract, including the Terms, can be changed or amended in writing only.

The Terms are valid and effective as of 11. 8. 2018