

General Terms and Conditions of Sale for Customers

The General Terms and Conditions of Sale for Customers (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 you as the **buyer**

1. GENERAL PROVISIONS

By the contract of sale, we undertake to deliver you the goods as specified in your purchase order, whereas you undertake to take over such goods (either personally or from the carrier) and pay the whole purchase price as specified in the order. The purchase price (or only the “**price**”) also includes any costs connected with the delivery of the goods and any fees relating to the chosen method of payment. You will be informed about the above mentioned costs prior sending the binding purchase order.

You acquire the ownership of the goods by paying the whole purchase price, however not before you take over the goods.

1.1. Does the contract of sale cover only the purchase of the goods?

The contract of sale (or only the “**contract**”) states also for any contract concluded under the Terms, i.e. it could also mean the contract on the provision of services.

1.2. Is the contract a consumer contract?

The contract is a consumer contract in case you are a consumer, i.e. if you are a natural person and your purchase is not connected to your business activities or your independent practice of your profession. Otherwise, the contract is not a consumer contract and you are not provided the consumer protection under the law and the Terms, but you are subject to [General Terms and Conditions of Sale for Entrepreneurs and Legal Persons](#).

1.3. What rights do you have as a consumer?

As a consumer, you have especially:

- the right to withdraw from the contract negotiated by the means of distant communication (Article 5 of the Terms);
- guarantee on unused consumer goods lasting 24 months (warranty claims are governed by the Warranty Claim Guidelines);
- the right to obtain information before entering into the contract (the information are provided in the Terms or on the website);
- the right to carry out an alternative dispute resolution procedure under the contract (Article 9.3 of the Terms).

1.4. What governs our legal relationship?

Our legal relationship is governed by the following documents:

- the Terms, which define and specify our mutual rights and obligations;
- [the Warranty Claim Guidelines](#) for Customers, which we will follow in case of any warranty claims of the goods;
- [Privacy Policy](#), which governs the protection of your personal data;
- any conditions and instructions stipulated on the website, especially when concluding the contract;
- the purchase order and its acceptance from our side;

and in any matters not covered by the Terms by the following legislation:

- Act no. 89/2012 Sb., the Civil Code, as amended, (hereinafter referred to as the „**Civil Code**“);
- Act no. 634/1992 Sb., on Consumer Protection, as amended (only if you are a consumer).

Please note, that in case your residence or your registered office is situated outside of the Czech Republic or if our legal relationship includes any other international element, our relationship **is governed by the Czech Law**. In case you are a consumer and the legal order of your state of residency provides you with a higher level of consumer protection than the Czech legal order, the higher level of consumer protection applies to you.

1.5. How do you express your consent with the Terms?

You express the consent and the acquaintance with the Terms by sending a purchase order and also by confirming the acknowledgement of the Terms on the website.

The Terms can be changed or amended. Your rights and duties are governed by the wording of the Terms effective at the time of their origination.

2. THE CONTRACT OF SALE

2.1. How do we conclude the contract of sale?

On our website, you can see a list of goods including the description of main characteristics of particular items. For each product the price is stated. **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. How to submit an order?

You can always submit an order via our website (by filling a form), or by telephone, e-mail or by any other way currently allowed at our website.

The order must contain all the information required by the form, especially accurate identification of the ordered goods (possibly also a numerical designation of the goods), number of ordered pieces, chosen method of payment and the delivery and your contact information (for delivery and eventually for billing).

Before sending a binding purchase order, you will be given a recapitulation of your order including the final price (depending on your chosen method of payment and the delivery). We recommend you to check the type and quantity of the goods, your email and delivery address. **Please note, that within recapitulation you have the last chance to change the inserted information.**

You are submitting the binding purchase order by clicking the button „PLACE ORDER“. **We consider the data in the binding purchase order as correct and complete.** In case of any change, please, inform us without undue delay via email or telephone.

We will inform you when we obtain the order. **Information (confirmation) about obtaining the order is send automatically and it is not an acceptance of the order from us, unless it explicitly states otherwise.**

In case we will have doubts about the authenticity and seriousness of the order, we can contact you for the purpose of its verification. Unverified order can be refused. Such order is then considered as not submitted at all.

2.3. When is the contract concluded?

The contract of sale is concluded as of the moment of the delivery of our acceptance of the purchase order from us to you. The acceptance of the order will be sent to the email address provided by you in the order. Should it be the case you do not receive the acceptance, the contract is concluded as of the moment of payment of the total price or as of the moment you take over the goods (whichever occurs first). Acceptance of the order could be a part of the information on obtaining the order under Article 2.2 of the Terms (if it is explicitly stated in the confirmation), or it could be send individually later.

Information about the particular technical steps leading to a conclusion of the contract are available on our website.

2.4. Is it possible to cancel an already sent order?

You can cancel an order which has not been accepted by us yet (i.e. we have not sent you the acceptance of the order according to Article 2.3 of the Terms yet) by telephone or via email. **All orders accepted by us are binding.** Later cancellation of the order is possible by an agreement with us only. If you cancel an order of the goods, among which it is not possible to withdraw from the contract (see Article 5), we are entitled to claim the reimbursement of the costs already expended by us to that time.

2.5. Is it possible that the price showed on the website will be changed?

Prices of the presented goods and of the packaging, transport and the delivery remain valid as long as they are showed on the website. Potential discounts from the purchase price cannot be combined, unless it is explicitly stated otherwise on the website.

In case a wholly obvious technical error regarding the price occurred on the website or within the purchase order process, **we are not obliged to deliver you any goods for this wholly obvious incorrect price**, not even in the case you already received an acceptance of the order from us according to the Terms. **In such a situation, we reserve the right to withdraw from the contract.**

If the price of the goods showed on the website or within the purchase order process is not up-to-date, we will inform you in such respect without undue delay. If you have not received an acceptance of your order yet, we are not obliged to conclude the contract.

Orders which have been already sent, are not affected by the change of the price which occurred within the period beginning by sending of the order and ending by its acceptance from us according to Article 2.3 of the Terms.

2.6. In what languages is it possible to conclude the contract?

The contract of sale is possible to conclude in the English language, unless we explicitly agree on any other language.

2.7. Is it possible to obtain the contract of sale in a text form?

Contract of sale is not concluded in writing form with the signatures of the contracting parties. **The contract of sale consists of the Terms, your order and its acceptance from us.** The entire contract will be sent to you via email upon your request.

2.8. Is the contract of sale anywhere saved?

The contract of sale (including the Terms) is maintained by us in an electronic form. The contract of sale is not accessible to third parties, but we will send it to you upon your request.

2.9. What if you don't understand something in the contract?

In case of any questions about the Terms or about the contract of sale, you can contact us by telephone or via email. We will be happy to provide you with the needed information.

3. PAYMENT CONDITIONS

3.1. What payment methods are accepted?

The purchase price can be paid mainly by the following manners:

- in cash when sending the goods by cash on delivery or at the time of personal collection;
- via bank transfer to our bank account prior the delivery (you will be instructed in the purchase order acceptance);
- via letter of credit according of conditions, which are on the website.
- via PayPal

Any other payment methods are stated on the website.

Some payment methods (particularly the cash on delivery) may include extra fees. These fees are stated on the website. The final price including the fees connected with the payment method will be always stated in the purchase order.

3.2. **When is the price due?**

In case of a cash payment, the purchase price is due as of the take over the goods. In case of a non-cash payment, the purchase price is due within five days from the acceptance of the order according to Article 2.3 of the Terms. Your obligation 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.

3.3. **In what currency can you pay?**

Payment is possible in in Euros (EUR) and in dollars (USD) or Czech crowns (CZK),

3.4. **When may we ask for a payment in advance?**

We are entitled to ask you to pay the full price of the goods before sending or delivering of the goods (Section 2119 para 1 of the Civil Code does not apply).

3.5. **How do we issue the bills in accordance with the Electronic Registration of Sales?**

According to the Act No. 112/2016 Sb., the Registration of Sales, we have duty to issue a bill to you. At the same time, we are required to register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.

By expressing a consent with these Terms, you are also expressing consent with the issuing of the bills electronic way.

4. DELIVERY CONDITIONS

4.1. **How do we send the goods?**

Delivery methods of the goods are stated [on our website](#). You can choose the respective delivery method at the purchase order. If you do not choose any of the delivery methods, we may choose a delivery method instead of you.

4.2. **What are the costs of the delivery?**

The delivery costs depend always on the size and nature of the goods and on the price list of the selected carrier.

When the goods will be delivered to you?

The time of delivery of the goods is always depending on the availability of the goods and on the chosen method of transport and payment.

The goods available in stock are handed over to a carrier usually within 3-5 working days from the acceptance of the order (at cash on delivery or personal collection), eventually from the moment your payment is credited to our bank account (in case of a non-cash payment).

The goods not available in stock are handed over to a carrier as soon as possible. We will inform you about the exact date.

The delivery of the goods under the Terms means the moment when the goods are delivered to you. Should you refuse to accept the goods without just reason, such non-acceptance is considered neither as the failure of our obligation to deliver the goods, nor as a withdrawal from the contract from your side.

4.3. How to proceed when taking over the goods?

You should check the integrity of the packaging at the delivery. Should you find any deficiencies, please, inform us and the carrier immediately. If you refuse a delivery with damaged packaging, it is not considered as unjustified refusal of the goods.

As of the moment of taking over the goods (or as of the moment you had the obligation to take over the goods, but you refused to do so contrary to the contract) the liability for accidental destruction, damage or loss of the goods passes on you.

4.4. What happens, if you do not take over the goods?

You are obligated to pay the costs associated with the re-delivery, if the goods have to be delivered repeatedly or by other means of delivery due to the reasons on your side.

Should you not accept the goods, we are entitled to the reimbursement of the costs associated with the delivery or re-delivery and its storage, as well as other costs that arise due to not accepting the goods. These costs will not exceed EUR 1,00 per each day of lasting of the storage. The storage costs can reach a total amount of EUR 50 maximum or the amount of purchase price in case such a price is lower than EUR 50.

Furthermore, in such a case we have the right to withdraw from the contract.

5. WITHDRAWAL FROM THE CONTRACT

5.1. How can you withdraw from the contract?

You can withdraw from the contract **within 14 days from the day of accepting the goods;** if the delivery is divided into several parts, then from the date of the final delivery. We recommend you to send a notice of withdrawal from the contract to our delivery address or email. You can use a template form for the [withdrawal from the contract](#). The acceptance of the notice will be confirmed to you without undue delay.

You can withdraw from the contract without stating any reason.

5.2. **What are the consequences of the withdrawal?**

By withdrawal the contract is cancelled from the beginning and is considered as never concluded.

If the gift was provided together with the goods, such a donation contract is void as of the withdrawal from the contract by any of the parties. Please return the gift to us together with the returned goods.

5.3. **When you cannot withdraw from the contract?**

In accordance with Section 1837 of the Civil Code it is not possible to withdraw inter alia from the following contracts:

- about the delivery of the goods, which have been adjusted according to your wishes or for yourself;
- about the delivery of newspapers, periodicals or magazines.

5.4. **How do you return the goods?**

You are obliged to return us the goods within 14 days from the withdrawal from the contract to our delivery address, to any of our business premises or to the address of our registered seat. **Do not send the goods by the mean of cash on delivery.** We are not obliged to accept the goods sent via the cash on delivery.

To the returned goods we recommend to attach:

- a copy of the delivery note and the invoice, if these documents were issued, or any other document evidencing the purchase of the goods;
- a written statement on the withdrawal from the contract (by using our template form or by any other way) and on the selected method of refund (bank transfer, personal collection or postal order or any other way). Please provide us the delivery address, telephone number and email in the statement.

Not providing of any of the above mentioned documents shall not preclude a positive handling of your withdrawal from the contract according to law.

5.5. **When do you get your money back?**

We will refund all the received money within 14 days from the withdrawal from the contract. Please note however, that we are not obliged to refund you the money before you return the goods or prove its sending back to us.

Among the purchase price you are entitled also to a refund of the costs of the delivery of the goods to you. However, if you chose other than the cheapest delivery method, which we offer, we will refund you the costs of the delivery of the goods **in the amount corresponding to the cheapest offered way of the delivery.**

We will refund you the money:

- by the same way as we have received them; or
- by the way you will require.

Among the above stated methods, we can always refund the money also to the bank account you provided us, or the bank account from which the purchase price was paid (should you not provide us with any bank account within 10 days from the withdrawal). By accepting the Terms you express your consent with sending the money as stipulated in the previous sentence, if no other costs will be caused to you.

The costs of the delivery of the returned goods on our address are borne by you, even if the goods cannot be returned via the usual postal service due to its nature.

5.6. What if the returned goods were damaged?

When returning the goods, please, wrap it to a suitable packaging to avoid its damage or destruction.

Should we find out that the returned goods are damaged, worn, dirty or partially consumed, we are entitled to claim for damages.

5.7. When we can withdraw from the contract?

We reserved the right to withdraw from the contract in the following cases:

- the wholly obvious wrong purchase price of the goods occurred on the website due to a technical error (Article 2.5 of the Terms);
- the performance becomes objectively impossible or illegal.

Should any of the above mention situations occur, we will inform you about our withdrawal from the contract without undue delay. The withdrawal is effective upon the delivery to you.

If you have already fully or partly paid the purchase price, we will refund you the received amount to the bank account you provide us for this purpose or to the bank account from which you made the payment. The money is returned within five days from the withdrawal from the contract.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

Your rights from defective performance are governed by the relevant legislation (in particular by the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and, if you are a consumer, Sections 2158 to 2174 of the Civil Code).

In exercising of the rights from a defective performance we will proceed in accordance with our [Warranty Claim Guidelines for Customers](#). Before sending a warranty claim, please, acquaint yourself thoroughly with the Warranty Claim Guidelines in order to have your claim processed as quickly as possible and to your satisfaction.

7. OTHER INFORMATIONS FOR CONSUMERS

7.1. What permissions do we have for the performance of our activities?

We are a holder of a trade licence for the sale of the goods. Our activity is not subject to any other permissions.

7.2. How do we handle the complaints?

We handle any complaints via our contact email. Furthermore, you can contact the respective Trade Office or Czech Trade Inspection.

7.3. What rights may you exercise in dispute arising from the contract?

If a contractual dispute arises between you as a consumer and us, that we have not been able to resolve directly, you have the right to submit the dispute to the Czech Trade Inspection Authority (<http://www.coi.cz/>) or, alternatively, the Czech Consumer Association (<http://www.konzument.cz>), in order to carry out alternative dispute resolution procedure. You shall exercise the right within 1 year of the date you have asserted the right subjected to the contractual dispute.

If you are dissatisfied with goods or services purchased, you can use the Online Dispute Resolution Platform developed by the European Commission (<http://ec.europa.eu/consumers/odr/>). It is also possible to use the Online Dispute Resolution Platform for the purpose of selecting the alternative dispute resolution bodies which offer out-of-court settlement procedures.

8. REGISTRATION ON THE WEBSITE

8.1. How can you register on the website?

By the registration via the registration form situated on the website is created a user account. **Keep the access data to the user account in secret. We are not responsible for any misuse of the user account by a third party.**

Information provided within the registration must be truthful and complete. **We are authorised to delete an account, created with false or incomplete data, without any compensation.** In case of change of your user details we recommend their change in the user account without undue delay.

8.2. For which purposes is user account created?

Through the user account you can primarily make and track your purchase orders and manage the user account. Any other features of the user account are always stated on the website.

8.3. When do we have the right to delete you user account?

Note that we have the right to delete your user account without any compensation, if violation of good manners, valid legal regulation or these Terms occurs via your user account.

9. FINAL PROVISIONS

9.1. What permissions do we have for the performance of our activities and who controls us?

We are a holder of a trade licence for the sale of the goods. Our activity is not subject to any other permissions.

Trade control is carried out by the respective Trade Office within the scope of its competency. The control of compliance with the legislation on technical requirements of

the goods and products safety is performed by the Czech Trade Inspection Authority (<http://www.coi.cz/>). The Czech Trade Inspection Authority also performs a control of compliance with the consumer protection legislation. The consumer rights are also advocated by their interest groups and other entities designated to their protection.

9.2. How do we handle the complaints?

We handle any complaints via our contact email. Furthermore, you can contact the bodies referred to in Article 9.1. In relation to our customers, we are not bound by any codes of conduct, nor we follow any of them.

9.3. What rights may you exercise in dispute arising from the contract?

If a contractual dispute arises between you as a consumer and us, that we have not been able to resolve directly, you have the right to submit the dispute to the Czech Trade Inspection Authority (<http://www.coi.cz/>) in order to carry out alternative dispute resolution procedure. You shall exercise the right within 1 year of the date you have asserted the right subjected to the contractual dispute.

If you are dissatisfied with goods or services purchased, you can use the Online Dispute Resolution Platform developed by the European Commission (<http://ec.europa.eu/consumers/odr/>). It is also possible to use the Online Dispute Resolution Platform for the purpose of selecting the alternative dispute resolution bodies which offer out-of-court settlement procedures.

9.4. What else should you know?

When concluding the contracts the means of distant communication are used (especially the Internet). Costs incurred by the use of such means of distant communication (mainly the cost of internet or phone calls) are paid by yourself. **These costs do not differ from the ordinary rate.**

Unless agreed otherwise, all correspondence between us related to the contract is in writing, either by sending an e-mail, registered mail or by personal delivery. We will communicate with you either to the email address specified in the purchase order or in your user account.

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 the validity of the remaining provisions. **The contract of sale (including the Terms) can be changed or amended in writing only.**