

TERMS AND CONDITIONS

valid from 01.10.2020

valid for e-shop www.alcyone.sk

SELLER'S CONTACT DETAILS:

Ing.Drahomír Puček

Obchodní 1569, 688 01 Uherský Brod

Czech Republic

VAT #: 61705411

Not a tax payer.

Trade Licensing Office: MÚ Uhersky Brod.

1. General conditions

1.1 These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") govern the rights and obligations of the parties under the sales contract concluded between the seller; Ing.Drahomír Puček, established in Obchodní 1569, 68801 Uherský Brod, Czech Republic, identification number: 61705411, registered in the commercial register of the Uherske Brodu ('seller') and by the buyer whose object is the purchase and sale of goods on the website of the seller's e-commerce www.alcyone.sk.

1.2. The terms and conditions do not apply in cases where the person intending to purchase the goods from the seller is a legal person or a person who acts in the course of ordering the goods in the course of his business or in the course of his own profession.

1.3. Provisions different from the terms and conditions can be negotiated in the sales contract. Different arrangements in the sales contract take precedence over the provisions of the terms and conditions.

1.4. The provisions of the Terms and Conditions are an integral part of the sales contract. The sales contract and terms and conditions are drawn up in the Slovak language. The purchase contract can be concluded in slovak language.

1.5. The wording of the terms and conditions may be amended or supplemented by the Seller at any time. This provision shall be without prejudice to rights and obligations arising during the period of validity of the previous text of the Terms and Conditions.

2. Method of concluding the sales contract

2.1. The buyer sends the buyer a proposal for the conclusion of the purchase contract in the form of a completed and submitted form (hereinafter referred to as the "order") on the seller's website, to which he has sent a proposal for the conclusion of a purchase contract, the object of which is the transfer in return for payment of ownership of the goods identified by the buyer at the purchase price and under the conditions specified in this order (hereinafter referred to as "the order").

2.2. After sending the order, the Buyer will receive an automatically executed notice of receipt of the order to the seller's electronic system (hereinafter referred to as the "confirmation of delivery of the order") to his stated e-mail address. If necessary, all additional information regarding his order may be sent to the buyer's e-mail address.

2.3. The acknowledgement of receipt shall include information that the seller has received the order and shall at the same time accept the proposal to conclude the purchase contract (hereinafter referred to as "acceptance of the order"). The contractual relationship between the seller and the buyer arises upon receipt of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the address of the buyer's e-mail

2.4. Acceptance of the order shall include information on the name and specification of the the sale of which is the subject of the sales contract, details of the price of the goods and/or other services, an indication of the estimated delivery time of the goods, the name and details of the place where the goods are to be delivered and details of the price, conditions, manner and date of transport of the goods to the agreed place of delivery of the goods to the buyer, details of the seller (trade name, registered office, registration number in the commercial register, etc.), as well as other necessary data.

2.5. The purchase contract is concluded by delivery of the acceptance of the order in electronic or written form to the buyer.

2.6. The store's web interface contains information about the goods, including an indication of the prices of each item. Item prices remain valid for as long as they are displayed in the store's web interface. This provision does not limited the possibility for the seller to conclude a sales contract on individually agreed terms. The store's web interface also contains information about the costs associated with packaging and delivery of items.

2.7. If the seller has not fulfilled the obligation to provide additional fees or other costs under point 2.6(e) of these terms and conditions of sale and complaint or about the cost of returning the goods under point 2.6(i) of these Terms and Conditions, the Buyer shall not be obliged to pay these additional costs or charges.

3. Rights and obligations of the seller

3.1. The seller is obliged to:

- a) deliver the goods within the agreed quantity, quality and time limit on the basis of an order confirmed by acceptance to the buyer and package or equip them for transport in the manner necessary for their preservation and protection;
- (b) ensure that the goods supplied comply with existing EU legislation;
- c) immediately after the conclusion of the purchase contract, but at the latest together with the delivery of the goods provide the buyer with confirmation of the conclusion of the purchase contract on a durable medium, for example by e-mail. The certificate shall contain all the information referred to in point 2.6, including the withdrawal from the purchase contract.
- d) hand over to the buyer at the latest together with the goods in writing or electronically all documents necessary for receipt and use of the goods and other documents prescribed by applicable EU legislation (instructions in Slovak language, warranty card, delivery note, tax document).

3.2. The Seller has the right to proper and timely payment of the purchase price from the buyer for the delivered goods.

3.3. If due to the sale of stocks or unavailability of the goods, the seller is unable to deliver the goods to the buyer within the period agreed in the purchase contract or determined

by these terms and conditions or at the agreed purchase price, the seller is obliged to offer the buyer a replacement performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). To withdraw from the purchase agreement or cancel the order, the buyer may receive an e-mail. In the event that the buyer has already paid the purchase price or part thereof, the seller shall return the purchase price already paid or part thereof within 14 days from the date of delivery of the goods to the seller's address at the account specified by him, unless otherwise agreed by the parties. In the event that the buyer does not accept the replacement performance offered by the seller within a reasonable time or withdraw from the purchase contract, the seller is entitled to withdraw from the purchase contract and if the buyer has already paid the purchase price or part thereof, the seller is obliged to return the already paid purchase price or part thereof within 14 days from the date of receipt of the withdrawal from the purchase contract to the buyer, return and delivery of the goods.

4. Rights and obligations of the buyer

4.1. The Buyer has been informed by the Seller that the order includes an obligation to pay the price.

4.2. The Buyer is obliged to:

- (a) take over the goods ordered and delivered;
- (b) pay the seller the agreed purchase price within the agreed maturity, including the cost of delivery of the goods;
- (c) certify to the chicken that the goods have been taken over by his signature or by the signature of the person authorised by him.

4.3. Buyer has the right to deliver the goods in the quantity, quality, date and place agreed by the parties.

5. Purchase and user interface

5.1. E-shop does not offer registration www.alcyone.sk and therefore I do not allow the creation of a user interface (user account). Orders are placed through a one-time sale without the possibility of creating your account.

5.2. The Buyer is always obliged to provide true and complete information. In the absence of data, the buyer will be contacted by phone or by email. In the event that the buyer is unwilling to provide the necessary information, his order will be automatically cancelled.

6. Delivery and payment terms

6.1. The price of the goods and, if any, the costs associated with the delivery of the goods according to the purchase contract may be paid by the buyer to the seller in the following ways:

- cash on delivery at the place specified by the buyer in the order;
- cashlessly by transfer to the seller's bank account, in the form of:

Bank account number for payment in EUR: 1559535000/1111

IBAN: SK3111110000001559535000

SWIFT: UNCRSKBX

Bank account number for payment in CZK: 2111908387/2700

IBAN: CZ782700000000211908387

SWIFT: BACXCZPP

held with UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter referred to as the seller's account);

– cashlessly through the Besteron payment system

6.2. Together with the purchase price, the buyer is obliged to pay the seller also the costs associated with packing and delivery of the goods at the agreed amount. Unless expressly stated otherwise, the purchase price shall also mean the costs associated with the delivery of the goods.

6.3. The Seller does not require a deposit or other similar payment from the Buyer. This is without prejudice to Article 4.6 of the Terms and Conditions as regards the obligation to pay the purchase price of the goods in advance in the case of custom-made production.

6.4. In the case of cash on delivery payment, the purchase price is payable on receipt of the goods. In the case of non-cash payment, the purchase price is payable within 7 days of the conclusion of the purchase contract.

6.5. 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 symbol of the payment (order number) – always stated in the order. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.

6.6. The Seller is entitled, especially in the absence of additional confirmation of the order by the buyer (Art. 3.6), to demand payment of the entire purchase price before sending the goods to the buyer. Section 2119(1) of the Civil Code shall not apply.

6.7. Any discounts on the price of the goods cannot be combined with each other.

6.8. If this is customary in the course of trade or if provided for by generally binding legal regulations, the seller shall issue a tax document – invoice – in respect of payments made under the purchase contract to the buyer. The seller is not a payer of value added tax. Document – The invoice is 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.

6.9. According to the Sales Registration Act, the seller is obliged to issue an invoice to the buyer.

7. Acquisition of ownership and transfer of risk of damage to goods

7.1. Buyer acquires ownership of the goods only by full payment of the entire purchase price for the goods.

7.2. The risk of damage to the goods passes to the buyer at the time when the buyer or a third party authorized by the buyer takes over the goods from the seller or from his representative, authorized to deliver the goods, or if he does not do so in time, at the time when the seller allows the buyer to dispose of the goods and the buyer does not take over the goods.

8. Withdrawal from the purchase contract

8.1. The Buyer acknowledges that according to the provisions of § 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract for the supply of goods, which was adjusted according to the wishes of the buyer or for his person, from the purchase contract for the supply of perishable goods, as well as goods which, after delivery, have been irretrievably mixed with other goods, from the purchase contract for the supply of goods in the sealed package which has been taken out of the packaging by the consumer and cannot be returned for hygiene reasons and from the contract of purchase for the supply of sound or video recordings or a computer program if he has infringed their original packaging.

8.2. If this is not the case referred to in Article 10(2) of Regulation (EC) No 1782/2003, the member of the public shall be informed of the reasons for 8.1 of the terms and conditions or any other case where the purchase contract cannot be withdrawn, the buyer has the right to withdraw from the purchase contract within fifteen (15) days of receipt of the goods, in accordance with § 1829(1) of the Civil Code, and if the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of the goods. 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 annexed to the terms and conditions. Withdrawal from the purchase contract may be sent by the buyer to the seller's e-mail address eshop@alcyone.sk.

8.3. In the event of withdrawal from the sales contract under Art. 8.2 of the Terms and Conditions, the sales contract is terminated from the outset. The goods must be returned to the seller by the buyer within fifteen (15) days of receipt of the seller's withdrawal from the purchase contract. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods cannot be returned due to their nature by post.

8.4. In the event of withdrawal from the purchase contract under Art. 8.2 of the Terms and Conditions, the Seller shall return the funds received from the buyer within fifteen (15) days of the buyer's withdrawal from the purchase contract and delivery of the goods back to the seller (never send the goods on delivery – mail order shipments are not received by the seller). The seller is also entitled to return the fulfillment provided by the buyer already upon return of the goods by the buyer or otherwise, if the buyer agrees to this and does not incur additional costs for the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him.

8.5. The seller is entitled to unilaterally set off against the buyer's claim for reimbursement of the purchase price.

8.6. In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829(1) of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time until the time of receipt of the goods by the buyer. In this case, the seller returns to the buyer the purchase price without undue delay, cashlessly to the account specified by the buyer.

8.7. If a gift is provided to the Buyer together with the goods, the donation contract between the seller and the buyer is concluded with the binding condition that, if the buyer resigns from the purchase contract, the donation contract for such gift ceases to be effective and the buyer is obliged to return the gift provided together with the goods to the seller.

9. Transport and delivery of goods

9.1. If the mode of transport is agreed upon special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

9.2. If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery.

9.3. In case for reasons of buyer's side it is necessary to deliver the goods repeatedly or otherwise than as stated in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the goods or costs associated with other means of delivery.

9.4. On receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects to notify the carrier without delay. If a violation of the packaging is detected, the buyer does not have to take over the shipment from the carrier.

9.5. Other rights and obligations of the parties in the transport of goods may be modified by the seller's specific delivery conditions if they are issued by the seller.

10. Rights of defective performance

10.1. The rights and obligations of the parties with regard to rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Ec. On consumer protection, as amended).

10.2. The seller corresponds to the buyer that the goods do not have defects on receipt. In particular, the seller shall be liable to the buyer that at the time when the buyer takes over the goods:

10.2.1. the goods have characteristics which the parties have agreed and, in the absence of arrangements, have such characteristics as the seller or manufacturer has described or expected the buyer to do, given the nature of the goods and the advertising carried out by them;

10.2.2. the goods are fit for the purpose stated by the seller for their use or for which goods of the same kind are normally used,

10.2.3. the goods correspond to the quality or execution of the agreed sample or master if the quality or design has been determined according to the agreed sample or template,

10.2.4. the goods are in the appropriate quantity, scale or weight, and

10.2.5. the goods comply with the requirements of the legislation.

10.3. The provisions set out in Article 10.2 of the Terms and Conditions shall not apply to goods sold at a lower price to a defect for which a lower price has been agreed, to wear and tear on the goods due to their normal use, for second-hand goods to defect corresponding to the degree of use or wear which the goods had on receipt by the buyer, or, if this results from the nature of the goods.

10.4. If a defect is found within six months of receipt, the goods shall be considered to have

been defective on receipt. The buyer is entitled to exercise the right of defect that occurs in consumer goods within twenty-four months of receipt.

10.5. The rights from defective performance are exercised by the Buyer at the address of his premises, in which acceptance of the claim is possible with respect to the range of goods sold, possibly also at the registered office or place of business.

10.6. Other rights and obligations of the parties related to the seller's liability for defects may be modified by the Seller's Complaints Procedure.

11. Privacy Policy

11.1. Its obligation to provide information to the buyer within the meaning of Art. 13 Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to 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) ('GDPR') relating to the processing of the purchaser's personal data for the purposes of the performance of the sales contract, for the purpose of negotiating that contract and for the purpose of fulfilling the seller's public service obligations, is fulfilled by the seller by means of a separate document.

12. Sending business communications and storing cookies

12.1. Buyer agrees to send information related to the seller's goods, services or business to the buyer's electronic address and further agrees to send commercial notices by the Seller to the buyer's electronic address. The seller fulfils his information obligation to the buyer within the meaning of Article 13 of the GDPR relating to the processing of the buyer's personal data for the purpose of sending commercial communications by means of a separate document

12.2. Buyer agrees to the storage of the so-called 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 are fulfilled, without the imposition of the so-called Cookies on the buyer's computer, the buyer may withdraw the consent according to the previous sentence at any time.

13. Service

13.1. The buyer is responsible for the correctness and completeness of the delivery address.

14. Annexes

Annex 1: Download [RETURN FORM \(fill in\)](#) and submit this form only if you wish to withdraw from the contract = return the goods)

Annex 2: Download THE [CLAIM FORM \(fill in\)](#) and submit this form only if you wish to claim the goods)

15. Final provisions

15.1. If the relationship established by the sales contract contains an international (foreign) element, then the parties negotiate that the relationship is governed by Czech law.

15.2. By choosing the law referred to in Article 15.1 of the Terms of Trade, the consumer is not deprived of the protection granted to him by provisions which cannot be derogated from and which, in the absence of a choice of law, would otherwise be applied under Article 6(1) regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

15.3. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, a provision whose meaning is as close as possible to the invalid provision shall be entered in place of the invalid provisions. The nullity or ineffectiveness of one provision shall be without prejudice to the validity of the other provisions.

15.4. The sales contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

15.5. The Annex to the Terms and Conditions is a model form for withdrawal from the purchase contract.

15.6. Seller's contact details:

address for delivery Drahomír Puček, Commercial 1569, 68801 Uherský Brod, Czech Republic, e-mail address: eshop@alcyone.sk, phone: +421 908 894 234. Not a VAT payer.