

## **Terms & Conditions – version of November 21, 2022, Manufaktura s.r.o.**

### **TERMS & CONDITIONS of [www.manufaktura.cz](http://www.manufaktura.cz) ONLINE STORE**

#### **1. GENERAL PROVISIONS**

- **Manufaktura s.r.o.** with residence at Melantrichova 970/17, Staré Město, 110 00 Praha 1, company identification number: 03127371, VAT number: CZ03127371, tel. no.: 230 234 376, e-mail: [info@manufaktura.cz](mailto:info@manufaktura.cz) (hereinafter “the Seller”) sells cosmetic products, accessories for home spa, decorations and other accessories via [www.manufaktura.cz](http://www.manufaktura.cz) website (hereinafter “the Online Store” or “the Website”).
- Pursuant to Section 1751 (1) of Act No 89/2012 Coll. of the Civil Code the Terms & Conditions (hereinafter “Terms & Conditions”) define the rights and obligations of the contracting parties arising from or on the basis of a purchase agreement made between the Seller and another natural person via the Online Store. Next, they define rules for sign-up and use of user accounts.
- Terms & Conditions are available on the Website where a customer (hereinafter “the Buyer”) can view them and download their current version.
- Pictures, graphic presentations of the goods, corporate logos or product logos are intended solely for presentation during operation of the Online Store, they are protected by copyright and the Buyer is not entitled to dispose of these elements anyway.
- These Terms & Conditions do not apply to cases where a person who intends to purchase goods from the Seller, is a legal person or another person ordering the goods within their business activity or independent practice of profession.
- The business relationship between the Seller and the Buyer who is not the end consumer is adjusted upon individually agreed conditions. It means that the Seller is entitled to refuse to enter into a contract unilaterally. The Seller informs the Buyer about this fact by sending a message to their email address specified in the order.
- In case of a purchase from a person with a valid EU VAT, it is necessary to prove VAT registration.

#### **2. PURCHASE AGREEMENT**

- All presentation displayed in the Online Store is for information only and the Seller is not obliged to enter into a purchase agreement regarding these goods.
- An order placed by the Buyer via the Online Store or via a telephone call is a binding offer of the Buyer to enter into a purchase agreement with the Seller. The Seller immediately confirms receipt of this order by sending an email to the Buyer’s email address specified in the order. However, by this confirmation the Seller does not accept the Buyer’s proposal to enter into a purchase agreement.
- The Buyer has the right to cancel their order, i.e. to withdraw from their proposal to enter into a purchase agreement without any penalty until the moment the goods are dispatched. The Buyer is obliged to inform the Seller about cancellation of the order via email or telephone.
- The purchase agreement is made when the Seller accepts the Buyer’s proposal to enter into a purchase agreement. Acceptance means that the Seller dispatches goods to the Buyer’s address, or that the Seller explicitly confirms acceptance of the order via email.
- Prices for goods and services (e.g. postage) specified in the Online Store are in CZK including the relevant VAT in compliance with the legislation in force.
- The Buyer agrees to the use of means of distance communication when entering into a purchase agreement. The costs incurred to the Buyer when using the means of distance

communication associated with entering into a purchase agreement (costs of Internet access, telephone costs) are paid by the Buyer.

- The purchase agreement is drafted in Czech or in English. The Seller must store it for the purpose of correct performance.

### **3. PAYMENT TERMS**

- The Buyer can pay the price of the goods and any costs associated with delivery of the goods under the purchase agreement with the Seller in the following ways:
  1. in cash on delivery at the place specified in the order by the Buyer
  2. in cash in a selected brick-and-mortar store operated by Manufaktura:
    1. Český národní podnik s.r.o., company identification number: 496 87 387, or
    2. Jana Dutková, company identification number: 447 34 468, or
    3. Jana Mohylová, company identification number: 017 75 791
  3. via bank transfer to the Seller's account;
  4. via GP webpay payment system.
- The Seller sends a receipt serving also as a tax document to the Buyer's email address specified in the order on the day of dispatching the goods, or the Seller hands it over physically to the Buyer in a brick-and-mortar shop when the Buyer picks up the goods, or the Seller sends it electronically to a specified email address and saves it for future downloading in the customer account.
- All notifications and documents can be sent to the Buyer's email address in the electronic form.

### **4. TRANSPORT AND DELIVERY OF THE GOODS**

- The Buyer bears the costs associated with postage and packing of the goods according to a method of delivery selected when placing the order. These costs relate to prices quoted in the Online Store.
- If under the conditions of the purchase agreement the Seller is obliged to deliver the goods at the place that the Buyer specified in the order, the Buyer is obliged to accept the goods on delivery. When accepting 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 the Buyer is obliged to notify the carrier immediately. If package is damaged, which indicates an unauthorized intrusion into the shipment, the Buyer may refuse to accept the delivery from the carrier.
- If the goods need to be delivered repeatedly or by another method than the one specified in the order due to the reasons on the Buyer's side, the Buyer is obliged to pay the costs associated with repeated delivery of the goods, or the costs associated with another method of delivery.

### **5. WITHDRAWAL FROM THE AGREEMENT**

- Pursuant to Section 1829 (1) of the Civil Code the Buyer is entitled to withdraw from the agreement without giving any reasons within fourteen (14) days from receipt of the goods. Withdrawal from the agreement must be sent to the Seller within this period via email or in writing to the correspondence address. The Buyer can use also the Seller's withdrawal form annexed to these Terms & Conditions.
- In case of withdrawal, the purchase agreement is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days after the Buyer's withdrawal from

the agreement. If the Buyer withdraws from the agreement, they bear the costs associated with the return of the goods (e.g. shipping) even in case when the goods cannot be returned via common mail system due to their nature.

- In case of withdrawal from the agreement the Seller repays money received from the Buyer within fourteen (14) days after the Buyer withdraws from the agreement while using the same payment method as when they accepted money from the Buyer, unless agreed otherwise with the Buyer, i.e. using another method that does not create any additional costs to the Buyer. The Seller is not obliged to repay money to the Buyer before receiving the returned goods or before the Buyer proves that the goods were sent to the Seller.
- Pursuant to section 1832 of the Civil Code the Buyer is entitled to claim for repayment of money connected with delivery of the goods (postage) when buying the goods (but not when returning them). However, this claim refers only to the cheapest delivery method provided by the Seller (even in case when the Buyer selected a more expensive method of delivery). Personal pickup is not considered as such a method of delivery.
- The Buyer acknowledges that pursuant to Section 1837 of the Civil Code, among other things, they cannot withdraw from the agreement under the following circumstances:
  1. If the goods are liable to deteriorate, or if they were irreversibly mixed with other goods after delivery;
  2. If goods are sealed and the Buyer removed them from the packaging, so they cannot be returned due to hygiene reasons.
- The Buyer acknowledges that if the returned goods are damaged, worn or partially consumed, the Seller is entitled to reimbursement of the incurred damage. The Seller may unilaterally offset this claim against the Buyer's right to reimburse purchase price.
- If the Buyer is given a gift along with delivery of the goods, the deed of gift between the Seller and the Buyer is concluded under the following resolutive condition: in case the Buyer withdraws from the purchase agreement, the deed of gift becomes ineffective and the Buyer is obliged to return the provided gift to the Seller along with the goods.
- Until the Buyer takes over the goods the Seller is entitled to withdraw from the purchase agreement anytime. In such a case the Seller informs the Buyer about this fact via email specified in the order and they refund the purchase price to the Buyer without any delay.

## **6. RIGHTS FROM A DEFECTIVE PERFORMANCE**

- The Seller is liable to the Buyer that the goods are free from defects when they are taken over and that at the time of receipt:
  1. the goods have the properties which the parties agreed on, and if such an agreement is absent, the goods have properties that the Seller or the manufacturer describes, or those that the Buyer expects considering the nature of the goods and the associated advertising;
  2. the goods are fit for the purposes that the Seller specifies or for which they are normally used;
  3. quality or design of the goods corresponds to the agreed sample or model, provided that quality and design was determined upon the agreed sample or model;
  4. the goods are delivered in corresponding quantity, scope or quality;
  5. the goods comply with legal provisions.
- The provisions do not apply to the goods sold at reduced price agreed due to a defect. In case of used goods the provisions do not apply to a defect corresponding to wear and tear of

the goods at the moment of takeover by the Buyer, or if a defect occurs due to the nature of the goods.

- Where defective performance presents a fundamental breach of the agreement, the Buyer has the right:
  1. to remedy a defect by supplying a new item without defect or a missing part;
  2. to remedy a defect by repairing the item;
  3. to get an appropriate purchase price discount;
  4. to withdraw from the agreement.
- The Buyer informs the Seller about the right they choose when notifying the defect, or after notifying the defect without undue delay. The Buyer cannot change their choice without the Seller's consent.
- The Buyer exercises their right arising from defective performance at the Seller's address at Manufaktura, s.r.o., Nábřeží 90/4, 150 00 Praha 5 – Smíchov. The Buyer can send suggestions and complaints to the Seller at [eshop@manufaktura.cz](mailto:eshop@manufaktura.cz).
- The moment of exercising the rights arising from defective performance is considered the moment when the Seller receives the defective goods from the Buyer.
- The Seller provides for out-of-court settlement of consumer complaints by means of electronic communication at [eshop@manufaktura.cz](mailto:eshop@manufaktura.cz). The Seller informs the Buyer about complaint handling at the Buyer's email address.

## **7. PRIVACY**

- The Seller undertakes to process all personal data provided by the Buyer in accordance with Act No 101/2000 Coll. about personal data protection. Personal data serves solely for the purposes of the Seller, carriers, delivery points and other subjects to whom only data strictly necessary for transportation of goods to the Buyer or for application of loyalty programme benefits is transmitted.
- The Buyer has the right to request change or deletion of their personal data from the Seller's database at any time.
- Personal data is processed for an indefinite period.
- Detailed information about protection of personal data is available to the Buyer in a separate document at: <https://manufaktura.cz/ochrana-osobnich-udaju/>

## **8. USER ACCOUNT, TECHNICAL REQUIREMENTS**

- The Buyer can sign up in the Online Store and get an overview of their orders, addresses, consents and other information in the customer account (hereinafter "the Account").
- When signing up the Buyer fills out selected personal data and chooses a password, which can be changed in the Account at any time after logging in.
- The Buyer is entitled to close their account anytime by sending an application to [eshop@manufaktura.cz](mailto:eshop@manufaktura.cz).
- Technical requirements concerning signing up for the customer Account and shopping in the Online Store include relevant hardware and (i) access to the Internet, (i) functional Internet browser and (i) email address.

## **9. LOYALTY PROGRAMME – MANUFAKTURA CLUB**

### **9.1. PARTICIPATION IN THE LOYALTY PROGRAMME**

- By signing up in the Online Store the customer automatically enters the MANUFATURA CLUB loyalty programme (hereinafter “Club”). Signing up opens an Account (see Article 8) to the customer (hereinafter “the Club Member”), which serves for managing collected points, bonuses and benefits resulting from the Loyalty Programme.
- A natural person over 18 years meeting other conditions for membership, which are stipulated in these Terms & Conditions, and carrying out proper registration can become a Club Member.
- For proper registration it is necessary to fill out all required data at <https://manufaktura.cz/registrace/>, i.e. name and surname, email address, telephone number, sex, year of birth, post code and consent to the processing of personal data and to these Terms &
- The Club Member gets an electronic loyalty card, which is in the Account.
- Participation in the Programme is free of charge and it does not create an obligation to purchase goods or services of the Seller.

## 9.2. LOYALTY PROGRAMME POLICY

- The Club Member collects loyalty points (hereinafter “Points”) in their Account for their purchases and orders:
  1. in Manufaktura brick-and-mortar shops operated by:
    1. Český národní podnik s.r.o., company identification number: 496 87 387 nebo
    2. Jana Dutková, company identification number: 447 34 468 (franchise) or
  - Jana Mohylová, company identification number: 017 75 791 (franchise)
  2. in [www.manufaktura.cz](http://www.manufaktura.cz) online store
- In return for collected Points the Club Member can get discount vouchers for the purchase of Manufaktura products or other benefits (hereinafter “the Benefits”).
- Neither the Benefits resulting from the Club, nor the collected points cannot be forwarded or sold to another Club Member.
- One Club Member can have only one Account.
- The collected Points cannot be exchanged for cash.
- We kindly inform you that the promotions are not cumulative.

## 9.3. POINTS COLLECTION SYSTEM

- The Club Member gets 1 loyalty point for CZK 25. The figure is always round down, i.e. a customer gets 1 point for the purchase of CZK 49.
- For collecting points for a purchase in [www.manufaktura.cz](http://www.manufaktura.cz) online store it is necessary to be logged in when shopping.
- For collecting points for a purchase in Manufaktura brick-and-mortar shops it is necessary to submit an electronic loyalty card of the Club Member before payment.
- The validity of the Points is extended by 365 days with every purchase. If the date expires, the Club Member loses the benefit to apply all collected and yet untapped Points.
- The Club Member can check the validity of their Points in the Account.
- The Seller reserves the right to change the Point system.
- Reloading points is possible only if a club member sends a request to [klub@manufaktura.cz](mailto:klub@manufaktura.cz) no later than 14 days after the date of purchase. The request must include a photo of the receipt and the email address that the customer uses to sign up to the loyalty program. The

seller has 3 months from the date of dispatch to credit the points to the customer's account. The seller reserves the right not to credit points.

- All products have the same value of the Points. No Points are added for gift vouchers (both electronic or printed) and transport costs.
- The maximum amount of Points that a customer can get at one moment is 450.
- The Points are credited to an Account of every participant within 14 days after making a purchase.
- It is not possible to merge points from more Accounts.

#### **9.4 EXCHANGE OF LOYALTY POINTS FOR BENEFITS**

- The Club Member can exchange the Points only in the Account.
- The Club Member gets a discount voucher for collected Points, which can be applied in Manufaktura brick-and-mortar shops or in [www.manufaktura.cz](http://www.manufaktura.cz) online store.
- Conversion of the Points to vouchers follows this system:
  - 100 Points = discount of CZK 100 for a purchase over CZK 199
  - 200 Points = discount of CZK 300 for a purchase over CZK 599
  - 300 Points = discount of CZK 600 for a purchase over CZK 1,199
  - 400 Points = discount of CZK 1,000 for a purchase over CZK 1,999
- After exchanging the Points the Club Member gets a voucher with a unique electronic code displayed in the Account.
- The voucher is valid for 3 months after generation.
- The Club Member gets a discount in the form of a voucher.
- You can only use it on full-price products.
- Only a Club Member, in the Account of whom a voucher was activated, can apply the voucher before expiration of its validity.
- The Club Member can use the voucher for a purchase of goods in Manufaktura brick-and-mortar shops after submitting it in the electronic form to a sales assistant before paying, or in [manufaktura.cz](http://manufaktura.cz) online store after entering a code in the code field during the first step of placing an order.
- Discount is valid when the value of a purchase of any assortment except for gift vouchers is met.

#### **9.5. ACCOUNT BLOCKING AND DELETION**

- If the Club Member does not follow the rules described in this document or if they intentionally entered incorrect personal data, or if they passed themselves as someone else, their Account can be blocked.
- The Club Member can ask for deletion of their Account anytime via this email address: [klub@manufaktura.cz](mailto:klub@manufaktura.cz). The Seller reserves 30 days from the day of receiving the application for deletion to perform this operation.

#### **9.6. TERMINATION OR MODIFICATION OF THE LOYALTY PROGRAMME**

- The Online Store reserves the right to change the rules of participation in the Club, however, the implemented changes will not affect the rights of the Club Members. The Club Members will be informed about changes on the website of the Online Store, by email or by means of SMS.
- The Online Store reserves the right to suspend or terminate the Club at any time during its operation and the rights of the Club Members will be maintained. In case of termination or suspension of the Club the Club Member will have the right to exchange the Points until their expiration.

- The Club Member has the right to make a claim relating to the implementation of provision of these Terms & Conditions, in particular within the scope of awarded Points or applied discount. The claim should be filed within 14 days after the occurrence of the circumstances that substantiate filing the claim. The claim should be sent to this address:  
klub@manufaktura.cz

## **10. FINAL PROVISIONS**

- The Seller reserves the right to change these Terms & Conditions. The changes do not relate to orders placed before the relevant changes take effect. Changes in these Terms & Conditions become effective after being published in the website.

These Terms & Conditions are in force from November 21, 2022.