

**GENERAL TERMS AND CONDITIONS
AND
BASIC PROVISION**

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Product And Price Information

1. Information on the goods, including the prices of the individual goods and their main features, are given for individual goods in the internet shop catalog. Goods prices are listed including VAT, all related fees, and the cost of returning the goods if these goods cannot by their nature be returned by normal mail. Product prices remain valid for as long as they are displayed in the online store. This provision does not preclude the negotiation of a purchase contract under individually negotiated terms.
2. All presentations of the goods placed in the catalog of the internet shop are informative and the seller is not obliged to conclude a purchase contract for these goods.
3. Information on the costs associated with packing and delivery of goods is published in the online store. Information on the costs associated with the packaging and delivery of goods listed in the online store.
4. Any discounts with the purchase price of the goods cannot be combined together unless the seller and the buyer otherwise agree.

Order And Conclusion Of The Purchase Contract

1. Costs incurred by the buyer when using distance means of communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the buyer himself. These costs do not differ from the basic rate.
2. The buyer carries out the order of the goods in the following ways:
 - Through his customer account, if he has previously registered in the online store,
 - Filling in the order form without registration.
3. When placing an order, the buyer selects the goods, the number of items, the way of payment and delivery.
4. Before the order is dispatched, the buyer is allowed to inspect and modify the data he has placed in the order. The order is sent by the buyer to the seller by clicking on the button to buy. The data listed in the order they are deemed correct by the seller. The condition of the validity of the order is the filling in of all required data in the order form and confirmation by the buyer that he has become acquainted with these terms and conditions.
5. Immediately upon receipt of the order, the seller shall send the buyer an acknowledgment of receipt of the order to the email address the buyer entered upon ordering. This acknowledgment is automatic and is not considered to be a contract. Attachment of the confirmation is the current business conditions of the seller. The purchase contract is closed only after the order has been received by the seller. Notice of receipt of the order is delivered to the buyer's email address. / Immediately upon receipt of the order, the seller will send the buyer an acknowledgment of receipt of the order to the email address the buyer has entered upon ordering. This acknowledgment is considered to be a contract. Attachment of the confirmation is the current business conditions of the seller. The purchase agreement is concluded by the seller's confirmation of the order at the buyer's email address.
6. If any of the requirements specified in the order cannot be fulfilled by the seller, the buyer will send a modified offer to his / her email address. The amended offer is considered a new draft Purchase Agreement and the Purchase Agreement is then concluded by a Buyer's confirmation of acceptance of this offer by the Seller to its email address specified in these Terms and Conditions.

7. All orders received by the seller are binding. The buyer may cancel the order until the buyer receives a notice of acceptance of the order by the seller. The buyer may cancel the order and send it to the buyer at his email address specified in these terms and conditions.
8. In the event of an obvious technical error on the part of the seller when the price of the goods is placed in the online store or during the ordering, the seller is not obliged to deliver the goods to the buyer at such a manifestly erroneous price even if the buyer has been sent an automatic certificate to receive an order in accordance with these terms and conditions. The seller will inform the buyer of the error without undue delay and will send the buyer a modified offer to his / her email address. The revised bid is considered as a new draft Purchase Agreement, and the Purchase Agreement is then entered into by a Buyer Acceptance Receipt at Seller's Email Address.

Customer's Account

1. Buyers can access their customer account based on the buyer's registration in the online store. From your customer account, buyers can order goods. The buyer can also order the goods without registration.
2. When registering to a customer account and when ordering goods, the buyer is obligated to indicate correctly and truthfully all data. The details given in the user account are obligatory for the buyer to update upon any change. The details were given by the buyer in the customer account and when ordering the goods is considered correct by the seller.
3. Access to the customer account is secured by username and password. Buyer is required to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.
4. The buyer is not entitled to allow the use of the customer account to third parties.
5. Seller may cancel the user account, especially if the buyer does not use his user account any longer, or if the buyer violates his obligations under the Purchase Agreement and these Business Terms.
6. The Purchaser acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the Seller, necessary maintenance of hardware and software of third parties.

Payment Terms And Delivery Of Goods

1. The buyer may pay the price of the goods and all the costs associated with delivering the goods in accordance with the purchase contract in the following ways:
 - bank transfer by bank transfer to the seller's bank account
 - Non-cash payment card
 - By bank transfer to the seller's account via the payment gateway
 - cash on delivery,
2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods at the agreed price. Unless otherwise specified, the purchase price and costs associated with the delivery of the goods are also understood.
3. In the case of non-cash payment, the purchase price shall be payable within 2 days of the conclusion of the purchase contract
4. In the case of payment through a payment gateway, the buyer shall follow the instructions of the relevant electronic payment service provider.
5. In the case of non-cash payment, the buyer's obligation to pay the purchase price is met if the relevant amount is credited to the seller's bank account.

6. The Seller does not require a prepayment or other similar advance payment from the buyer. Payment of the purchase price before shipment of goods is not a backup.
7. According to the Act on Sales Documents, the seller is obliged to issue a sales note to the buyer. At the same time, it is obliged to register the received income with the tax administrator online in case of technical deletion within 48 hours at the latest
8. Goods are delivered to the buyer:
 - the address is given to the buyer of the order
 - via the postal distributor to the address of the dispenser specified by the buyer,
9. The delivery method is chosen when ordering goods.
10. The cost of delivering goods according to the way of dispatch and receipt of the goods as stated in the buyer's order and in the order confirmation by the seller. If the mode of transport is agreed upon at the buyer's specific request, the buyer bears the risk and any additional costs associated with this mode of transport.
11. If the seller is obliged to deliver the goods to the buyer's place in the order specified in the order, the buyer is obliged to accept the goods upon delivery. If the buyer needs to deliver the goods repeatedly or in any other way than specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods. Costs associated with another delivery method.
12. Upon receipt of the goods from the transporter, the Buyer is obliged to check the integrity of the packaging of the goods and, in case of any defects, to inform the carrier without delay. In the event of a tampering of the package indicating an unauthorized entry into the consignment, the buyer is not obliged to accept the shipment from the carrier.
13. The Seller shall issue to the Purchaser a tax document - an invoice. The tax document is attached to the delivered goods.
14. The buyer acquires ownership of the goods by paying the entire purchase price of the goods, including delivery costs, but first by taking over the goods. Responsibility for the accidental destruction, damage or loss of the goods passes to the buyer at the time of the takeover of the goods or at the time the buyer was obliged to take over the goods but failed to observe the purchase contract.

Withdrawal From The Contract

1. A buyer who has concluded a sales contract outside his business as a consumer has the right to withdraw from the purchase contract.
2. The withdrawal period is 14 days
 - From the date of receipt of the goods,
 - From the date of receipt of the last delivery of the goods, if the subject of the contract is multiple kinds of goods or the delivery of several parts
 - From the date of receipt of the first delivery of the goods, if the subject of the contract is a regular repeated delivery of the goods.
3. The buyer cannot, inter alia, withdraw from the purchase contract:
 - the provision of services if they have been fulfilled with his prior express consent before the expiration of the withdrawal period and the seller has informed the buyer, before concluding the contract, that in this case he has no right to withdraw from the contract,
 - the supply of goods which has been adjusted according to the buyer's wish or for his /
 - the supply of perishable goods as well as goods which have been irreversibly mixed with other goods after delivery,
 - the delivery of goods in closed packaging, which the buyer has removed from the packaging and for hygienic reasons it cannot be returned,
 - Delivering an audio or video recording or computer program if it has broken its original packaging,
 - delivery of newspapers, periodicals or magazines,

- the delivery of digital content if it was not delivered on a physical carrier and was delivered with the prior express consent of the buyer before the expiration of the withdrawal period and the seller informed the buyer before concluding the contract that in this case, he has no right to withdraw from the contract,
 - In other cases mentioned in Section 1837 of the Civil Code.
4. In order to comply with the withdrawal period, the buyer must send a cancellation notice within the withdrawal period.
 5. In order to withdraw from the purchase contract, the buyer may use the sample withdrawal form provided by the seller. Withdrawal from the sales contract will be sent by the buyer to the seller's email address or mailing address specified in these terms and conditions. The Seller shall acknowledge receipt of the form without undue delay to the Buyer.
 6. The buyer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the seller. The buyer bears the cost of returning the goods to the seller, even if the goods cannot be returned by their normal postal route.
 7. If the buyer withdraws from the contract, the seller shall return the funds immediately, but not later than within 14 days of withdrawal from the contract, all funds, including delivery costs, received by him in the same manner. The Seller shall return the received money to the Buyer in a different way only if the buyer agrees and does not incur any additional costs.
 8. If the buyer chooses a different than the cheapest way of delivering the goods offered by the seller, the seller will pay the buyer the cost of delivering the goods corresponding to the cheapest way of delivering the goods.
 9. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer transfers the goods.
 10. The goods must be returned by the buyer to the seller undamaged, unused and unpolluted and, if possible, in the original packaging. The Seller is entitled to indemnify the Seller against the buyer's claim for repayment of the purchase price.
 11. The seller is entitled to withdraw from the contract of sale due to the resale of the stock, the unavailability of the goods, or when the manufacturer, importer or supplier of the goods has interrupted the production or importation of the goods. The Seller shall immediately inform the Buyer via the e-mail address given in the order and within 14 days of the notice of withdrawal of the Purchase Contract, return all funds, including delivery costs, received by him under the Contract, in the same manner, or in the way specified by the Purchaser.

Rights From Defective Performance

1. The seller shall be liable to the buyer for the goods not to be defective upon takeover. In particular, the seller replies to the buyer that at the time the buyer took over the goods:
 - the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the goods and the advertising they make,
 - the goods are fit for the purpose for which the seller indicates or to which the goods of this type are usually used,
 - the goods correspond to the quality or performance of the agreed sample or original if the quality or design was determined according to the agreed sample or original,
 - the goods are in the appropriate quantity, degree or weight; and
 - The goods comply with legal requirements.
2. If a defect occurs within six months of receipt of the goods by the purchaser, the goods shall be presumed to have been defective at the time of acceptance. The buyer is entitled to claim the right to a defect that occurs on consumer goods within twenty-four months of the takeover. This provision shall not apply to goods sold at a lower price for a defect for which a lower price has been agreed for the wear and tear of goods caused by its normal use, for the used goods to a defect corresponding to the degree of wear or tear the goods have had at the time of takeover by the buyer from the nature of the goods.

3. In the event of a defect, the buyer may submit a claim to the vendor requesting:
 - replacement for new goods,
 - repair of goods,
 - a reasonable discount on the purchase price,
 - Withdraw from the contract.
4. The buyer has the right to withdraw from the contract
 - if the goods have a material defect,
 - If the item cannot be properly used for repeated defects or defects after repair,
 - For a greater number of defects of goods.
5. The Seller is obliged to accept a complaint at any establishment where the complaint is accepted, possibly also at its registered office or place of business. Seller is required to provide the buyer with a written confirmation of the buyer's right to claim the claim, the claim of the claim and the way the claim is processed, as well as a confirmation of the date and manner of processing the claim, including the confirmation of the repair and the duration of the claim, rejection of the complaint.
6. The seller or his authorized representative shall decide on the claim immediately, in complex cases within three working days. This period does not include a reasonable time depending on the type of product or service needed to expertly assess the defect. Claims, including the removal of a defect, must be settled without delay, no later than 30 days from the date of the claim, unless the seller and the buyer agree for a longer period. The expiration of this period is considered as a material breach of contract and the buyer has the right to withdraw from the sales contract. The moment when the claim is made is the moment when the buyer's will (application of the right of defective performance) occurs to the seller.
7. The Seller shall inform the Buyer in writing of the outcome of the claim.
8. The right of defective performance does not belong to the buyer unless the buyer knew, prior to taking over the item, that the item was defective or if the buyer caused the defect himself.
9. In the case of a legitimate claim, the buyer has the right to reimbursement of the expensively incurred costs incurred in connection with the claim. This right may be claimed by the buyer at the seller within one month after the expiration of the warranty period.
10. The buyer has the choice of a complaint.
11. The rights and obligations of the Contracting Parties regarding rights to defective performance are governed by Sections 1914 to 1925, § 2099 to 2117, and § 2161 to 2174 of the Civil Code and by Law No. 634/1992 Coll., On Consumer Protection.
12. Other rights and obligations of the parties related to the Seller's liability for defects are governed by the Seller's Complaints Procedure.

Delivery

1. The Contracting Parties may deliver all correspondence in writing by electronic mail.
2. The Buyer delivers the Seller's correspondence to the email address given in these Terms and Conditions. Seller sends the correspondence to the buyer at the email address listed in his customer account or in the order.

Out-Of-Court Dispute Resolution

1. The Seller is authorized to sell the goods on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant Trade Licensing Office. The herbal4remedies Trade Inspection exercises, inter alia, the supervision of the observance of the Consumer Protection Act No. 634/1992 Coll.

Final Provisions

- 1.** All agreements between the seller and the buyer under the herbal4remedies legal order. If a relationship based on a sales contract contains an international element, then the parties agree that the relationship is governed by the law of the herbal4remedies. This does not affect the consumer's rights under generally binding legal regulations.
- 2.** The Seller is not bound by the Code of Conduct in relation to the Purchaser within the meaning of Section 1826 (1) e) the Civil Code.
- 3.** All rights to the Seller's website, in particular copyrights to the content, including the layout of the site, photos, films, graphics, trademarks, logos, and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the Website or any part thereof without the Seller's consent.
- 4.** The Seller shall not be held liable for any errors resulting from third-party interference with the Internet Store or as a result of its use contrary to its intended use. Buyers may not use procedures that may adversely affect their operation and may not engage in any activity that could allow them or third parties to tamper with or improperly use software or other components of the Internet shop and use the Internet shop or its parts or software in a way that is inconsistent with its purpose or purpose.
- 5.** The buyer hereby takes on the risk of changing the circumstances in accordance with Section 1765 (2) of the Civil Code.
- 6.** The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
- 7.** The seller may change or add the wording of the terms and conditions. This provision is without prejudice to the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
- 8.** An annex to the Business Terms and Conditions is a template for withdrawal.