

# General Commercial Terms and Conditions Valid from 1 December 2016

1. Initial Provisions
2. Entering into a Contract of Sale
3. Communication prior to entering into a Contract of Sale
4. Payment Conditions and Price of the Subject of Purchase
5. Delivery Conditions
6. Withdrawal from the Contract of Sale
7. Liability for Defects, Warranty and Warranty Claims
8. Licensing Terms and Conditions and Other Rights and Obligations of Parties
9. Security and Protection of Information
10. Final Provisions

## Contact details

**Libuše Kubínová**  
**Kunín 256**  
**74253 Kunín**  
**Czech Republic**  
**Reg. No.:** 03809293, non-VAT payer  
**Bank details:** 2500552214 / 2010  
**IBAN:** CZ0620100000002500552214  
**SWIFT/BIC:** FIOBCZPPXXX  
**Telefon:** +420 603 224460  
**Email:** [presstashop@gmail.com](mailto:presstashop@gmail.com)  
**Web:** [http:// presta-modul.shopmk.cz](http://presta-modul.shopmk.cz)

An individual incorporated into the Trade Register kept by the Town Authority in Nový Jičín on 18 February 2015

**Working hours - orders made through [Presta-modul.shopmk.cz](http://presta-modul.shopmk.cz):** 24 hours a day, 7 days a week  
**Info-line working hours:** Monday – Friday 8am to 5pm (+420 603 224460)

## 1. Initial Provisions

1.1. These General Commercial Terms and Conditions (hereinafter the Commercial Terms and Conditions) of Libuše Kubínová, an individual with registered office at Kunín 256, 742 53 Kunín, Czech Republic, registration number: 03809293, registered in the Trade Register in Nový Jičín on 18 February 2015 (hereinafter the "Contractor"), regulate, in compliance with Section 1751 (1) of Act No. 89/2012 Sb., the Civil Code (hereinafter the "Civil Code"), the mutual rights and obligations of the Parties arising in connection with or on the basis of a Contract of Sale (hereinafter the "Contract of Sale") entered into by and between the Contractor and another individual or legal entity (hereinafter the "Buyer") through the Contractor's E-shop. The E-shop is operated by the seller at [http:// presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) (hereinafter the "Web Page") through the Web Page interface (hereinafter the "E-shop Web Interface"). All the contractual relations are established in compliance with the laws of the Czech Republic. If the second Party is a Consumer, the relations not regulated herein are governed by the Civil Code (of Act No. 89/2012 Sb.), as amended, and the Consumer Protection Act (of Act No. 634/1992 Sb.), as amended. If the second Party is a legal entity or an individual ordering goods within the scope of his/her business activities or within autonomous performance of his/her profession, the relations are governed by the Civil Code, of Act No. 89/2012 Sb., as amended; however, in such a case, the provisions concerning Consumer contracts (distance contracts) included in Act No. 89/2012 Sb. and other regulations to protect the Consumer do not apply. The Commercial Terms and Conditions form an integral part of the Contract of Sale. The Contract of Sale and the Commercial Terms and Conditions are made in the English language. In the event of a dispute concerning the construction of the terms included herein, the construction of the Commercial Terms and Conditions in the Czech language applies. The Contract of Sale is archived by the Contractor in an electronic form and accessible in the client zone of the [Presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) E-shop after logging in into the Buyer's personal account. After the purchase price has been paid, the Contract of Sale is sent to the Buyer's email address in the form of a Proof of Sale of Goods – Invoice, including the Commercial Terms and Conditions.

1.2. These Commercial Terms and Conditions are valid for all Contracts of Sale entered into by and between the Contractor and the Buyer. The Contractor reserves the right to change the Commercial Terms and Conditions. The Contractor will announce the changed Commercial Terms and Conditions in a suitable way at [http:// presta-modul.shopmk.cz](http://presta-modul.shopmk.cz). This provision is without prejudice to the rights and obligations created in the period of effect of the previous version of the Commercial Terms and Conditions.

1.3. The Buyer, by sending an order, confirms to have been acquainted with these Commercial Terms and Conditions, the integral part of which is the communication before entering into a Contract of Sale; the Buyer further confirms to expressly agree with the valid and effective wording of the Commercial Terms and Conditions as of the moment of sending the order. The Buyer will receive a copy of the Commercial Terms and Conditions as an enclosure to the Order Confirmation sent to the email address entered by the Buyer.

1.4. A concluded Contract is archived by the Contractor for the purposes of successful performance thereof and is not accessible to any third parties. Information on the individual technical steps leading to the conclusion of a Contract are apparent from the process of ordering in

the [http:// presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) E-shop (hereinafter the " E-shop"); the Buyer is able to check the order and correct it, if necessary, before sending the order. These Commercial Terms and Conditions are displayed at the E-shop's website, which enables the Buyer to archive and copy the Commercial Terms and Conditions.

## 2. Entering into a Contract of Sale

2.1. The e-shop [Presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) is concerned with offer of internet services associated with e-distribution of software.

2.2. The E-shop website displays products and services presented by the Contractor for sale, including the prices of individual items. The prices of the products and services include all the taxes and related fees. The offer to sell the products and services and the prices of such products and services remain valid as long as they are displayed at the E-shop's website.

2.3. In order to order products or services, the Buyer fills in an order form at the E-shop's website. An order for products or services at the E-shop's website constitutes an offer to enter into a Contract of Sale. In order to enable the Buyer to detect and correct mistakes occurring in the Buyer's entering the data in the order form, the Buyer is able to check and change the data inserted in the order form before sending the order to the Contractor. The prices of products and services are valid at the moment of making the order.

2.4. The Buyer will receive the performance for the prices valid at the time of ordering. The prices will be given in the order and in the email message confirming the receipt of the order for the subject of purchase.

2.5. Orders can be made in the following ways:

- through the [Presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) e-shop (hereinafter referred to as the "E-shop");
- by email sent to [presstashop@gmail.com](mailto:presstashop@gmail.com);
- by phone.

2.6. After the Buyer has sent an order, the order is, without any delay, confirmed by the Contractor by email sent to the email address given by the Buyer in the order; upon this, the Contract of Sale has been entered into. Such confirmation is attached with an up-to-date version of the General Commercial Terms and Conditions. The created Contract of Sale (including the agreed price) may be changed or cancelled only by an agreement made by the Parties or due to statutory reasons. In such a case, the Contract of Sale is deemed to have been entered into at the moment of the Buyer's receipt of the Contractor's email message confirming the order. The products or services in the [http:// presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) E-shop are not deemed to constitute an offer to enter into a Contract of Sale. The provisions of Section 1732 do not apply to this case. The offer to enter into a Contract of Sale is made solely by the Buyer's order.

2.7. The Buyer agrees with the use of distance communication means when entering into a Contract of Sale. The expenses incurred by the Buyer in using the distance communication means in relation to entering into a Contract of Sale (costs of internet connection, costs of phone calls, etc.) are paid by the Buyer.

2.8. The Contractor undertakes by the Contract of Sale to provide the Buyer with the digital content/licence or service that constitutes the subject of purchase and to allow the Buyer to acquire property rights/licence thereto; the Buyer undertakes to take receipt of the subject of purchase/digital content and to pay the purchase price to the Contractor.

2.9. The Contractor reserves the property rights to the subject of purchase; therefore, the Buyer becomes the owner only after full payment of the purchase price.

2.10. The Contractor will deliver the subject of purchase to the Buyer and enable the Buyer to acquire property rights to the subject of purchase/licence in accordance with the Contract of Sale.

2.11. The Contractor fulfils its obligation to deliver the subject of purchase to the Buyer by enabling the Buyer to handle the subject of purchase at the place of performance.

2.12. The Contractor delivers the subject of purchase to the Buyer in the agreed quantity and design.

2.13. The subject of purchase is defective if it does not feature the agreed properties.

2.14. The right of the Buyer arising out of defective performance is created by a defect in the subject of purchase which the subject of purchase had at the time of transfer of the danger of damage to the Buyer even if the defect has manifested itself later. The Buyer's right is created even by a defect occurring later due to a breach of an obligation by the Contractor.

2.15. The Buyer examines the subject of purchase as soon as possible after the transfer of the danger of damage to the goods (within 24 hours, at the latest) and makes sure of the properties and quantity thereof.

2.16. The danger of damage passes on the Buyer by its taking over of the subject of purchase. If the Buyer does not take the subject of purchase into its possession, even though the Contractor has allowed the Buyer to handle it, the same consequences apply.

2.17. Damage to the subject of purchase originating after the transfer of the danger of damage to the subject of purchase to the Buyer does not affect the Buyer's obligation to pay the purchase price unless the damage has been caused by the Contractor by breaching its obligations.

## 3. Communication prior to entering into a Contract of Sale

3.1. The Contractor expressly informs the Buyer that:

- the costs of distance communication means do not differ from the basic rate (in the case of Internet and phone connection, the costs depend on the terms and conditions of the Buyer's operator; the Contractor does not charge any additional fees);
- payment of the purchase price is required before the performance is taken over by the Buyer from the Contractor; the possible obligation to pay a deposit or make a similar payment applies to the Buyer's requirements to be provided with specific services, if requested and provided;
- the prices of the goods and services are included in the website operated by the Contractor; the prices include all the taxes and all the statutory fees
- if the Buyer is a Consumer, he has no right to withdraw from the Contract of Sale within a period of fourteen days of the date of entering into a Contract of Sale because the subject of purchase is, in compliance with Section 1837, as follows - The Consumer may not withdraw from a Contract concerning:
  - the provision of services performed by the Contractor, with the prior express consent of the Consumer, before the expiry of the time-limit for withdrawal from the Contract;
  - supply of products or services where the price depends on financial market fluctuations independent of the Contractor's will, occurring during the time-limit for withdrawal from the Contract;
  - supply of products which have been modified according to the Consumer's wishes or for the person of the Consumer;
  - delivery of digital content with the prior express consent of the Consumer before the expiry of the time-limit for withdrawal from the Contract; The Contractor emphasizes that in case of online delivery of digital content, the Buyer may not withdraw from the Contract.
- The Consumer has the obligation to pay a proportional part of the price in case of withdrawal from a Contract concerned with the provision of services whose performance has already started;
- The Contract of Sale or the relevant Proof of Sale of Goods will be stored in the electronic archive of [Presta-modul.shopmk.cz](http://Presta-modul.shopmk.cz); registered users may access the data in their profiles after logging in.

## 4. Payment Conditions and Price of the Subject of Purchase

4.1 The Contractor accepts the following payment conditions:

- payment via a bank's Internet interface - through GoPay;
- payment via a bank's Internet interface – through PayPal
- payment in advance by a bank transfer – in case of payments coming from the Czech Republics and Slovak Republics;

4.2. The Contractor is entitled to demand an advance payment of up to 100 % of the value of the order before delivery of the subject of purchase. If an advance payment is required, the Contractor issues an Invoice for Advance Payment - Proof of Sale of Goods. After the delivery of the subject of purchase, the value of the advance payment is deducted in the Proof of Sale of Goods.

4.3. In case of a non-cash payment, the Buyer is obliged to pay the purchase price, mentioning the variable symbol of the payment. In the case of a non-cash payment, the obligation of the Buyer to pay the price is discharged at the moment of crediting the Contractor's account with the relevant amount.

4.4. The Contractor issues a Proof of Sale of Goods – Invoice based on the Contract of Sale. The Contractor is not a value added tax payer. The Contractor sends the Proof of Sale of Goods – Invoice in an electronic form to the Buyer's email address immediately after the Buyer has paid for the products or services.

4.5. The subject of purchase remains the property of the Contractor until full payment and receipt thereof, but the danger of damage to the goods passes on the Buyer upon its receipt of the subject of purchase.

4.6. Installation of the product is not included in the Contract of Sale.

4.7. All the prices are contractual. The E-shop always shows up-to-date valid prices. Possible discounts off the price of products or services granted by the Contractor to the Buyer may be combined for the given products or services.

4.8. The prices are final, including all the taxes and other fees paid by the Consumer to obtain the subject of purchase; this does not apply to possible costs of distance communication means.

4.9. Discounted prices are valid for a specified period of time.

## 5. Delivery Conditions

5.1. Possibilities of Delivery of the subject of purchase:

- Possibility of downloading a product from the link included in the e-mail delivered to the Buyer's e-mail address immediately after the Buyer has paid for the product;
- Possibility of sending the subject of purchase in an attachment to an email delivered to the Buyer's e-mail address.

5.2. An incomplete or damaged consignment must be reported immediately by email to [presstishop@gmail.com](mailto:presstishop@gmail.com). A later claim concerning incompleteness does not deprive the Buyer of its right to make a warranty claim with respect to the subject of purchase; however, such claim gives the Contractor an opportunity to prove that no violation of the Contract of Sale has occurred.

## 6. Withdrawal from the Contract of Sale

6.1. The Consumer's right to withdraw from the Contract of Sale under Section 1829 et seq. of the Civil Code has not been created because the subject of purchase is, in compliance with Section 1837, as follows:

- provision of services performed by the Contractor with the prior express consent of the Consumer before the expiry of the time-limit for withdrawal from the Contract;
- supply of products or services where the price depends on financial market fluctuations independent of the Contractor's will, occurring during the time-limit for withdrawal from the Contract;
- supply of products which have been modified according to the Consumer's wishes or for the person of the Consumer;
- delivery of digital content with the prior express consent of the Consumer before the expiry of the time-limit for withdrawal from the Contract; The Contractor emphasizes that in case of online delivery of digital content, the Buyer may not withdraw from the Contract.

6.2. If the Buyer makes a purchase within the scope of its business activities (mentioning the Reg. No. in the purchase document), the right to withdraw from the Contract of Sale is not created. In such a case, the sale is governed by the Civil Code (Act No. 89/2012 Sb.); however, the provisions concerning Consumer contracts (distance contracts) are excluded.

## 7. Liability for Defects, Warranty and Warranty Claims

7.1. The warranty conditions are governed by the relevant legal regulations of the Czech Republic. The Proof of Sale of Goods (invoice) usually serves as a guarantee certificate.

7.2. The Buyer checks the subject of purchase as soon as possible after its taking over thereof in compliance with Section 2104 (within 24 hours of the receipt thereof, at the latest) and makes sure of the properties and quantity of the goods.

7.3. The warranty period commences on the date of delivery of the subject of purchase to the Buyer.

7.4. Rights and obligations of the Parties concerning the Contractor's liability for defects, including the Contractor's liability for defects within the warranty period, are governed by the relevant generally binding legal regulations (especially by the provisions of Section 2161 et seq. of the Civil Code).

7.5. The Contractor is liable to the Buyer for the sold product or service not having any defects at the time of its receipt. The Contractor is, in particular, liable to the Buyer for:

- the software or services having, at the time of receipt thereof by the Buyer, the properties agreed by the Parties, and in the event of non-existence of any agreement, the properties described by the Contractor or the manufacturer or expected by the Buyer, considering the nature of the software or services and the advertisement made by the Contractor and the manufacturer;
- the software or service being, at the time of receipt thereof by the Buyer, suitable for the purpose of use described by the Contractor, or suitable for the usual purpose of use of such software or service;
- the software or service being, at the time of receipt thereof by the Buyer, in the corresponding quantity;
- the software or service complying, at the time of receipt thereof by the Buyer, with the requirements of legal regulations.

7.6. The Contractor guarantees by the quality guarantee that the subject of purchase will be eligible for the usual purpose of use for a certain period of time or that it will retain the usual properties.

7.7. If the subject of purchase is defective or fails to have the properties under clause 7.5. and the relevant law (Section 2161 of the Civil Code), the Buyer is entitled to due and timely removal of the defect free of charge, and if this is not possible, to a reasonable discount off the purchase price or Withdrawal from the Contract of Sale.

7.8. The Buyer has no right arising out of defective performance if the Buyer knew about the defect in the subject of purchase before the receipt thereof, or if the Buyer has caused the defect itself.

7.9. If the Buyer detects a defect, the Buyer is obliged to immediately inform the Contractor. If the Buyer does so in writing or by email, the Buyer should mention its contact details, describe the defect and include its requirement with respect to the method of settlement of the claim. The Buyer may also use the sample [Defective Product Report.docx](#) or [Defective Product Report.pdf](#) form at [www.Presta-modul.shopmk.cz](http://www.Presta-modul.shopmk.cz). Sample Defective Product Report Forms are sent to the Buyer's email address together with the Order Confirmation.

7.10. The rights of the Buyer arising out of the Contractor's liability for defects, including the Contractor's liability for defects within the warranty period, are to be exercised by the Buyer at the following Contractor's email address: [presstishop@gmail.com](mailto:presstishop@gmail.com). The moment of delivery of an email message to the Contractor's email box is considered as the moment of making a claim.

7.11. The warranty claim shall be decided by the Contractor without any delay or within three (3) working days in complicated cases. Such period does not include the reasonable time needed for expert assessment of the defect, depending on the kind of product or service. Claims,

including the removal of defects, shall be settled by the Contractor without any undue delay within thirty (30) days from the date of the claim, at the latest. The 30-day period from the claim may be extended by agreement between the Buyer and the Contractor – such extension must not be for an indefinite or unreasonably long period of time. After the expiry of such period, the subject of purchase is considered to be really defective and the Buyer has the same rights as if the defect was irreparable. The rights arising out of liability for defects shall be exercised with the Contractor from whom the subject of purchase has been purchased.

7.12. The Contractor shall send a confirmation of the date and method of settlement of the claim to the Buyer by email. If the claim is rejected, the Contractor will issue a written reasoning for such rejection to the Buyer.

7.13. If the defective performance constitutes a substantial breach of the Contract, the Buyer has a right for:

- to a removal of the defect by delivery of the missing subject of purchase;
- to a removal of the defect by repairing the subject of purchase;
- to a reasonable discount off the purchase price, or to withdrawal from the Contract if the period of 30 days for settlement of the claim has been exceeded.

7.14. If the defective performance constitutes an unsubstantial breach of the Contract, the Buyer is entitled to a removal of the defect.

7.15. If the Contractor does not remove the defect in the subject of purchase in a timely manner, the Buyer may request a discount off the purchase price or withdraw from the Contract. The Buyer may not change the selected option without the Contractor's consent.

7.16. If the Buyer does not report a defect without any undue delay after he was able to detect the defect by a timely inspection using sufficient care, rights arising out of defective performance will not be adjudicated to the Buyer in court. The same applies to hidden defects, unless the defect has been reported without any undue delay after the Buyer was able to detect it using sufficient care.

7.17. The Buyer notes and agrees that if the claim is unjustified (the reported defect is not detected or the defect does not fall within the scope of warranty), the Contractor may request reimbursement of her expenses incurred in testing and repairing.

7.18. The Buyer has no rights arising out of the Contractor's liability within the warranty period if the defect has been caused by an external event after the transfer of the danger of damage to the goods to the Buyer.

## 8. Licensing Terms and Conditions and Other Rights and Obligations of Parties

8.1. Purchase of one licence for a Supplier's product authorizes the Purchaser to use the module at one website / e-shop in the production regime. The Purchaser is obliged to inform the Supplier of the domain and website for which the licence will be used.

8.2. In the event of purchase of 2-5 licences for one product, the Purchaser is granted a 10% discount off the total price for this product. The Purchaser may use the purchased licences in the corresponding number of websites / e-shops in the production regime; the number of websites / e-shops must not exceed the number of purchased licences. The Purchaser is obliged to inform the Supplier of the domains and websites for which the licences will be used.

8.3. In the event of purchase of 6-10 licences for one product, the Purchaser is granted a 20% discount off the total price for this product. The Purchaser may use the purchased licences in the corresponding number of websites / e-shops in the production regime; the number of websites / e-shops must not exceed the number of purchased licences. The Purchaser is obliged to inform the Supplier of the domains and websites for which the licences will be used.

8.4. In the event of purchase of a Multilicence, the price of such licence equals to the tenfold price of one licence for the purchased product. The purchase of a Multilicence authorizes the Purchaser to use an unlimited number of copies of the purchased product in all its websites / e-shops in the production regime.

8.5. An unlimited number of copies of all the products purchased under items 8.1. through 8.4. may be used by the Purchaser in its testing websites / e-shops; the Purchaser may modify all the products and adjust the functions of the products to satisfy its needs.

8.6. The prices of licences for modules supplied by the Supplier do not include:

- Any additional individual adjustments;
- Any additional services (implementation, testing, etc.);
- Any updates to the modules if the reason for their non-functioning is a change in the version of the platform for which the modules have been purchased.

8.7. The Purchaser acknowledges that it is not authorized to:

- Procure, offer and sell the purchased products in public or individually to any third parties;
- Copy the purchased products.

8.8. The Supplier is not responsible for the functionality, compatibility and use of modules offered free of charge. Any damage incurred or any possible loss and damage to data will be borne exclusively by the Purchaser. The Supplier does not provide any free-of-charge counselling or individual modifications for modules offered free of charge. The Purchaser may:



- Use the free-of-charge modules in any way at any place whatsoever;
- Modify the functionality and appearance of the free-of-charge modules;
- Offer the free-of-charge modules to third parties.

8.9. The Purchaser is not authorized to sell to any third parties any services, modules or websites subject to payment to the Supplier. Upon payment for the services, products and websites, the ownership rights pass from the Supplier to the Purchaser. The Supplier reserves a copyright for the performed graphic and programming work and the individual designs, modules and adjustments.

8.10. The Purchaser acknowledges that the offered products subject to payment are protected by the Copyright Act and secured against copying and disseminating; the Purchaser undertakes not to copy or abuse the products, provide them to any third parties, disseminate them or take any steps aiming at the interference with the protection of the products provided. The Purchaser is responsible for any damage incurred by such conduct.

8.11. The Purchaser undertakes not to endeavour to break the copyright protection and breach other regulations governing the protection of intellectual property.

8.12. Software downloads are permitted only from [presta-modul.shopmk.cz](http://presta-modul.shopmk.cz) or from the file sent by the Supplier to the Purchaser's e-mail address. Using this software means that the Purchaser agrees with the above-mentioned copyright.

8.13. The Purchaser represents that the Supplier has no legal liability for any damage incurred by the Client or any third persons in relation to the use of the module and that any damage incurred or possible loss and damage to data caused by incorrect setting and use of the product or possible modifications to the product by the Purchaser will be borne exclusively by the Purchaser.

## 9. Security and Protection of Information

9.1. The Contractor declares that all personal information is confidential, will be used only for the purposes of performance of the Contract entered into by the Contractor and the Buyer and for the purposes of the Contractor's marketing events, and will not be published in any way, disclosed to any third persons etc., with the exception of situations related to the distribution, system of payments relating to the ordered products or services (mentioning the name, company's name, Reg. No., VAT ID, address, phone number, email address, domain, and website), or comprehensive customer statistic information, the visit rate and turnover; however, such statistics will never include any information enabling to identify individual customers. The Contractor shall proceed in such a way so that the data subject does not suffer any harm to its rights, especially the right for human dignity; the Contractor shall further ensure protection against unauthorized infringement into the private and personal lives of the data subjects. Personal information provided voluntarily by the Buyer to the Contractor for the purposes of order fulfilment and the Contractor's marketing events is collected, processed and stored in accordance with the valid laws of the Czech Republic, in particular in compliance with Act No. 101/2000 Sb., on the Protection of Personal Data, as amended. The Buyer gives its consent to the Contractor to collect and process such personal data for the purpose of performance of the subject of the concluded Contract of Sale and for the Contractor's marketing purposes (esp. for sending commercial communications, telemarketing, SMS) until a written statement of disagreement has been sent by the Buyer to Libuše Kubínová, Kunín 256, 742 53 Kunín, Czech Republic. A written statement may also be submitted in an electronic form to [presstashop@gmail.com](mailto:presstashop@gmail.com).

9.2. Moreover, the Contractor may, if such consent has been given, process the so-called "cookies" to facilitate the provision of services to information society in accordance with the provisions of Directive 95/46/EC concerning the purpose of "cookies" or similar tools, and ensure that users know information stored in the final terminals used by them. Users may refuse the storage of "cookies" or similar tools in their final terminals, e.g. by launching the functionality of anonymous browsing in their browser.

## 10. Final Provisions

10.1. Buyer warranty claims are settled by the Contractor through the [presstashop@gmail.com](mailto:presstashop@gmail.com) email address. Information concerning the settlement of a Buyer's claim shall be sent by the Contractor to the Buyer's email address.

10.2. Other matters not mentioned herein are governed by the Civil Code (Act No. 89/2012 Sb.), as amended, the Consumer Protection Act (Act No. 634/1992 Sb.), and other legal regulations, as amended.

10.3. Relations and possible disputes arising from the Contract of Sale will be resolved exclusively under the Czech law by the competent courts of the Czech Republic.

10.4. If the relationship relating to the use of a website or the legal relationship based on the Contract of Sale contains an international (foreign) element, the Parties agree that the relationship will be governed by the Czech law. This provision is without prejudice to the Consumer's rights resulting from generally binding legal regulations.

10.5. The Contractor is authorized to sell the goods on the basis of a trade licence. Trade inspection falls within the competence of the relevant Trade Licence Office. Personal data protection is supervised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, to a limited extent, inter alia, the compliance with Act No. 634/1992 Sb., on Consumer Protection, as amended.

10.6. If any of the provisions of the Commercial Terms and Conditions is or becomes invalid or ineffective, the invalid provision will be substituted by a provision whose meaning is the closest to the invalid provision. Invalidity or ineffectiveness of a provision is without prejudice to the validity of the other provisions. Changes and amendments to the Contract of Sale or the Commercial Terms and Conditions must be made in writing.

10.7. These Commercial Terms and Conditions enable the Buyer to archive and copy them. At the moment of entering into a Contract of Sale, the Buyer accepts all the provisions of the Commercial Terms and Conditions in the version valid as of the date of sending the order, including the prices of the ordered products or services mentioned in the confirmed order unless demonstrably agreed otherwise in the specific case.

10.8. The Buyer, by sending an order, confirms to have been acquainted with these Commercial Terms and Conditions, the integral part of which is the communication before entering into a Contract of Sale; the Buyer further confirms to expressly agree with the valid and effective wording of the Commercial Terms and Conditions as of the moment of sending the order.

10.9. These General Commercial Terms and Conditions, including the component parts thereof, are valid and effective from 1 December 2016 and repeal the previous versions of the General Commercial Terms and Conditions, including the component parts thereof; the Terms and Conditions are available in an electronic form at [Presta-modul.shopmk.cz](http://Presta-modul.shopmk.cz).

Libuše Kubínová

