

Terms and Conditions

I.

Basic provisions

1. These general business conditions (hereinafter referred to as "**business conditions**") are issued in accordance with § 1751 et seq. Act No. 89/2012 Coll., Czech Civil Code (hereinafter the "**Civil Code**")

Dae Nir

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(hereinafter referred to as the "**seller**")

2. These terms and conditions govern the mutual rights and obligations of the seller and the natural person who enters into the Contract of sale outside his/her business as a consumer (hereinafter referred to as the "**buyer**") through a web interface located on the website available at www.daenir.art (hereinafter referred to as "**website**").
3. The provisions of the business conditions are an integral part of the Contract of sale. Deviating provisions in the Contract of sale take precedence over the provisions of these terms and conditions.
4. These terms and conditions and the Contract of sale are concluded in Czech and English.

II.

Information on goods and prices

1. Information about the goods, including the prices of individual goods and their main properties, are given for individual goods in the online store catalog. The prices of the goods are stated including all related fees and costs for the return of the goods, if the goods cannot, by their nature, be returned by ordinary mail. The prices of the goods remain valid as long as they are displayed in the online store. This provision does not preclude the conclusion of a Contract of sale under individually agreed conditions.
2. All presentation of goods placed in the online store catalog is of an informative nature and the seller is not obliged to enter into a Contract of sale regarding these goods.
3. Information on the costs associated with the packaging and delivery of goods is published in the online store.
4. Any discounts on the purchase price of the goods cannot be combined with each other, unless the seller agrees otherwise with the buyer.

III.

Order and negotiation of the Contract of sale

1. The costs incurred by the buyer in the use of means of distance communication in connection with the conclusion of the Contract of sale (costs of internet connection, costs of telephone calls), shall be paid by the buyer himself/herself. These costs do not differ from the basic rate.
2. The buyer orders the goods in the following ways:
 - by filling in the order form without registration.
3. When placing an order, the buyer chooses the goods, the number of pieces of goods, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data he/she entered in the order. The buyer sends the order to the seller by clicking on the Place Order button. The data listed in the order are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and confirmation from the buyer that he/she has read these terms and conditions.
5. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address that the buyer entered when ordering. This confirmation is automatic and is not considered a contract. Attached to the confirmation are the current business conditions of the seller. The Contract of sale is concluded only after the acceptance of the order by the seller. Notice of acceptance of the order is delivered to the buyer's e-mail address.
6. In the event that any of the requirements specified in the order cannot be met by the seller, he/she will send the amended offer to the buyer's e-mail address. The amended offer is considered a new draft of the Contract of sale and in such a case the Contract of sale is concluded by the buyer's confirmation of acceptance of this offer to the seller to his/her e-mail address specified in these terms and conditions.
7. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives a notification of receipt of the order by the seller. The buyer can cancel the order using the telephone or the e-mail of the seller specified in these terms and conditions.
8. In the event that there is an obvious technical error on the part of the seller when stating the price of goods in the online store or during ordering, the seller is not obliged to deliver goods to the buyer for this obviously incorrect price, even if the buyer was sent an automatic confirmation of receipt these terms and conditions. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer to his/her e-mail address. The amended offer is considered a new draft of the Contract of sale and in such a case the Contract of sale is concluded by a confirmation of acceptance by the buyer to the e-mail address of the seller.

IV.

Payment terms and delivery of goods

1. The price of the goods and any costs associated with the delivery of goods under the purchase agreement, the buyer may pay in the following ways:
 - cashless transfer to the bank account of the seller IBAN: CZ16 0800 0000 0018 7014 9073,
 - cashless payment card,
 - cashless using PayPal.
2. Together with the purchase price, the buyer is obliged to reimburse the seller for the costs associated with the packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise below, the purchase price also includes the costs associated with the delivery of goods.
3. In the case of non-cash payment, the purchase price is payable within 14 days of concluding the Contract of sale.
4. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the bank account of the seller.
5. The seller does not require any advance payment or other similar payment from the buyer. Payment of the purchase price before sending the goods is not a deposit.
6. The goods are delivered to the buyer to the address specified by the buyer in the order.
7. The costs of delivery of goods, depending on the method of dispatch and receipt of goods, are specified in the buyer's order and in the order confirmation by the seller. If the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.
8. If, according to the Contract of sale, the seller is obliged 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. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, or costs associated with other methods of delivery.
9. Upon 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 immediately notify the carrier. In the case of finding a violation of the packaging indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier.
10. The seller will issue a tax document - invoice to the buyer. The tax document is sent to the buyer's e-mail address.
11. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods.
12. Liability for accidental destruction, damage or loss of the goods passes to the buyer at the time of receipt of the goods or the moment when the buyer was obliged to take over the goods, but did not do so in violation of the Contract of sale.

V.

Withdrawal from the contract

1. A buyer who has concluded a Contract of sale outside his/her business as a consumer has the right to withdraw from the Contract of sale.
2. The deadline for withdrawal from the contract is 14 days
 - from the date of taking over of the goods,
 - from the day of taking over the last delivery of goods, if the subject of the contract is several types of goods or delivery of several parts,
3. Among other things, the buyer cannot withdraw from the Contract of sale
 - the provision of services, if they were fulfilled with his/her prior express consent before the expiry of the period for withdrawal from the contract and the seller informed the buyer before concluding the contract that in such a case he/she has no right to withdraw from the contract,
 - on the delivery of goods that have been modified according to the wishes of the buyer or for his/her person,
 - delivery of digital content, if it was not delivered on a tangible medium and was delivered with the prior express consent of the buyer before the expiry of the withdrawal period and the seller informed the buyer before concluding the contract that in such a case he/she has no right to withdraw from the contract,
 - in other cases specified in § 1837 of the Civil Code.
4. In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.
5. To withdraw from the Contract of sale, the buyer can use the sample withdrawal form provided by the seller. Withdrawal from the Contract of sale will be sent by the buyer to the e-mail or delivery address of the seller specified in these terms and conditions. The seller will immediately confirm to the buyer the receipt of the form. Form [HERE](#).
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 costs associated with the return of goods to the seller, even if the goods can not be returned due to its nature by regular mail.
7. If the buyer withdraws from the contract, the seller will return to him/her immediately, but no later than 14 days after withdrawal from the contract, all funds, including delivery costs, which seller received from him/her, in the same way. The seller will return the money received to the buyer in another way only if the buyer agrees and if does not incur additional costs.
8. If the buyer has chosen other than the cheapest method of delivery of goods offered by the seller, the seller will reimburse the buyer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.
9. If the buyer withdraws from the Contract of sale, the seller is not obliged to return the funds received to the buyer before the buyer hands over the goods or proves that he/she sent the goods to the seller.
10. The buyer must return the goods to the seller undamaged, unworn and uncontaminated and, if possible, in the original packaging. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the buyer's right to a refund of the purchase price.

11. The seller is entitled to withdraw from the Contract of sale due to the out of stock, unavailability of goods, or when the manufacturer, importer or supplier of goods has interrupted the production or import of goods. The seller immediately informs the buyer via the e-mail address specified in the order and returns within 14 days of notification of withdrawal from the Contract of sale all funds, including delivery costs received from him/her under the contract, in the same way or in the manner specified by the buyer.

VI.

Rights from a defective performance

1. The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over the goods
 - the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics described by the seller or the manufacturer or which the buyer expected with regard to the nature of the goods and on the basis of advertising made by them,
 - the goods are fit for the purpose stated by the seller for their use or for which goods of this kind are usually used,
 - the goods correspond in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
 - the goods are in the appropriate quantity, measure or weight and
 - the goods comply with the requirements of legal regulations.
2. The seller has obligations from defective performance at least to the extent that the obligations from defective performance of the manufacturer persist. The buyer is otherwise entitled to enforce the right to a defect that occurs in the consumer goods within twenty-four months of receipt.
3. The buyer is not entitled to defective performance for goods sold at a lower price for a defect for which a lower price was agreed, for wear and tear caused by its normal use, for used goods for a defect corresponding to the degree of use or wear that the goods had when taken over by the buyer, or if it is from the nature of the goods. The right of defective performance does not belong to the buyer, if he/she knew before taking over the goods that the goods have a defect, or if the buyer himself/herself caused the defect.
4. In the event of a defect, the buyer may submit a complaint to the seller and request
 - exchange for new goods,
 - repair of goods,
 - a reasonable discount from the purchase price,
 - withdrawal from the contract.
5. The buyer has the right to withdraw from the contract,
 - if the goods have a substantial defect,
 - if he/she cannot use the thing properly due to the recurrence of the defect or defects after repair,
 - in case of a larger number of defects of the goods.

6. Substantial is a breach of contract which the breached party already knew or should have known at the time the contract was concluded that the other party would not have entered into the contract if it had foreseen the breach.
7. In the case of a defect that means a minor breach of contract (regardless of whether the defect is remediable or irreparable), the buyer is entitled to eliminate the defect or a reasonable discount on the purchase price.
8. If a remediable defect has occurred repeatedly after repair (usually a third claim for the same defect or a fourth for different defects) or the goods have a large number of defects (usually at least three defects simultaneously), the buyer has the right to claim a discount on the purchase price, exchange of goods or withdraw from the contract.
9. When making a complaint, the buyer is obliged to inform the seller which right he/she has chosen. A change of choice without the consent of the seller is possible only if the buyer has requested the correction of a defect that proves to be irreparable. If the buyer does not choose his/her right from a material breach of contract in time, he/she has the same rights as in the case of a minor breach of contract.
10. If repair or exchange of goods is not possible, upon withdrawal from the contract, the buyer may demand a refund of the purchase price in full.
11. If the seller proves that the buyer knew about the defect of the goods before taking over or caused it himself/herself, the seller is not obliged to comply with the buyer's claim.
12. The buyer cannot complain discounted goods for the reason for which the goods are discounted.
13. The seller is obliged to accept the complaint in any establishment in which the acceptance of the complaint is possible, or in the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer about when the buyer execute the right, what is the content of the complaint and what method of handling the complaint requires the buyer, as well as confirmation of the date or manner of rejection of the complaint.
14. The seller or an employee authorized by her will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service required for a professional assessment of the defect. Complaints, including the elimination of defects, must be settled immediately, no later than 30 days from the date of the complaint, unless the seller and the buyer agree on a longer period. The expiration of this period in vain is considered a material breach of contract and the buyer has the right to withdraw from the Contract of sale. The moment of the claim is considered to be the moment when the expression of the will of the buyer (exercise of the right from defective performance) occurs to the seller.
15. The seller informs the buyer in writing about the result of the complaint.
16. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the thing that it has a defect, or if the buyer himself/herself caused the defect.
17. In the case of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the complaint. This right can be exercised by the buyer with the seller within one month after the expiration of the warranty period, otherwise the court does not have to grant it.

18. The buyer has the choice of the method of complaint.
19. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by Sections § 1914 to 1925, Sections § 2099 to 2117 and Sections § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On Consumer Protection.

**VII.
Delivery**

1. The Contracting Parties may communicate all written correspondence to each other by electronic mail.
2. The buyer delivers correspondence to the seller to the e-mail address specified in these terms and conditions. The seller delivers correspondence to the buyer to the e-mail address specified in the order.

**VIII.
Personal data**

1. All information provided by the buyer in cooperation with the seller is confidential and will be treated as such. Unless the buyer gives written permission to the seller, the seller will not use the buyer's data other than for the purpose of performance of the contract, except for e-mail addresses to which commercial communications may be sent, as this procedure is permitted by law unless expressly rejected. These communications may only concern similar or related goods and may be unsubscribed at any time in a simple manner (by sending a letter, e-mail or by clicking on a link in the commercial communication). The e-mail address will be kept for this purpose for a period of 3 years from the conclusion of the last contract between the contracting parties.
2. More detailed information on personal data protection can be found in the Privacy Policy [HERE](#).

**IX.
Out-of-court dispute resolution**

1. The out-of-court settlement of consumer disputes arising from the Contract of sale is the responsibility of the Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, internet address: <https://adr.coi.cz/cs>. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a purchase agreement.
2. European Consumer Center Czech Republic with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21. May 2013 on the resolution of consumer disputes online and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Regulation on the settlement of consumer disputes online).
3. The seller is entitled to sell goods on the basis of a trade license. Trade licensing is performed within the scope of its competence by the relevant trade

licensing office. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., On Consumer Protection.

X.

Final Provisions

1. All agreements between the seller and the buyer are governed by the laws of the Czech Republic. If the relationship established by the Contract of sale contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights arising from generally binding legal regulations.
2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 par. 1 let. e) of the Civil Code.
3. All rights to the seller's website, in particular the copyright to the content, including 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 consent of the seller.
4. The seller is not responsible for errors caused by third party interventions in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer may not use procedures that could adversely affect its operation and may not perform any activity that could allow him/her or third parties to interfere or use the software or other components that make up the online store and use the online store, or its parts or software in such a way that would be contrary to its purpose.
5. The buyer hereby assumes the risk of a change of circumstances in the sense of § 1765 paragraph 2 of the Civil Code.
6. The Contract of sale, including business conditions, is archived by the seller in electronic form and is not accessible.
7. The wording of the terms and conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
8. Attached to the terms and conditions is a sample form for withdrawal from the contract [HERE](#).

These terms and conditions take effect on March 20, 2021.