

# TERMS AND CONDITIONS

## BOSKY SHOES

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### 1. INTRODUCTORY PROVISIONS

1. These terms and conditions (hereinafter referred to as "terms and conditions") are in accordance with § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "Civil Code") the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another natural person (hereinafter referred to as the "buyer") via the seller's online store. The online store is operated by the seller on a website located at <https://www.boskyshoes.store/> (hereinafter referred to as the "website").
2. Provisions deviating from the terms and conditions can be negotiated in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.
3. The terms and conditions are an integral part of the purchase contract. The purchase contract and terms and conditions are drawn up in the English language. The purchase contract can be concluded in the English language.
4. 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 effective period of the previous version of the terms and conditions.

### 2. CONCLUSION OF THE PURCHASE AGREEMENT

- 2.1. All presentation of goods placed in the website is informative and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732, paragraph 2 of the Civil Code shall not apply.
- 2.2. Information about the goods, including the prices of the individual goods and their main features, is given for the individual goods in the catalog of the online store. The prices of goods are listed including value added tax. The prices of the goods remain valid for the time they are displayed in the webshop. This provision does not limit the seller's ability to conclude a purchase contract under individually agreed conditions.
- 2.3. The webshop also contains information on the costs associated with packaging and delivery of the goods. The information is provided with order placement. The prices stated are valid for the shipping with the EU countries. When delivering to the non-EU states, the seller and the buyer will individually agree on the method and price of shipping.
- 2.4. To order goods, the buyer fills out the order form in the online store. The order form mainly contains information about:

- 2.4.1. ordered goods (the ordered goods are "put" by the buyer into the electronic shopping cart of the store's web interface),
- 2.4.2. method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods
- 2.4.3. information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the "order").
- 2.5. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer entered in the order, also taking into account the possibility of the buyer to detect and correct errors that occurred when entering data into the order. The buyer sends the order to the seller by clicking the "send order" button. The data listed in the order they are deemed correct by the seller.
- 2.6. Sending an order is considered to be an act of the buyer that unambiguously identifies the ordered goods, the purchase price, the person of the buyer, the method of payment of the purchase price, and is a binding draft of the purchase contract for the contracting parties. The condition for the validity of the order is the filling in of all mandatory data in the order form, familiarization with these terms and conditions on the website and confirmation by the buyer that he has become familiar with these terms and conditions.
- 2.7. Immediately after receiving the order, the seller will confirm this receipt to the buyer by e-mail, to the buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "buyer's e-mail address").
- 2.8. The seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), to ask the buyer for additional confirmation of the order (for example, in writing or by phone).
- 2.9. If the seller cannot fulfill any of the requirements stated in the order, he will send the buyer an amended offer to his email address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by the buyer's confirmation of acceptance of this offer to the seller at his email address specified in these terms and conditions.
- 2.10. The draft purchase contract in the form of an order is valid for 15 days.
- 2.11. The contractual relationship between the seller and the buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the e-mail address of the buyer.
- 2.12. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case only upon acceptance by the buyer via e-mail.
- 2.13. The buyer agrees to use remote means of communication when concluding the purchase contract.
- 2.14. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives the notification of acceptance of the order by the seller. The buyer can cancel the order by phone at the seller's phone number or email listed in these terms and conditions.

### **3. PRICE OF GOODS AND TERMS OF PAYMENT**

- 3.1. The buyer can pay the price of the goods and any costs associated with the delivery of the goods according to the purchase contract to the seller in the following ways:

- by cashless transfer to the seller's account no. 2201053490/2010, maintained at the company Fio banka, a. s. (hereinafter referred to as "seller's account");
- cashless through the payment system
- cash on delivery upon delivery of the goods

- 3.2. Along with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.
- 3.3. In the case of cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within 5 days from the conclusion of the purchase contract.
- 3.4. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol. 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 seller's account.
- 3.5. The seller is entitled, especially in the event that the buyer does not provide additional confirmation of the order (Article 2.8.), to demand payment of the entire purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1 of the Civil Code shall not apply.
- 3.6. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.
- 3.7. If it is customary in business dealings or if it is stipulated by generally binding legal regulations, the seller will issue a tax document - an invoice - to the buyer regarding payments made on the basis of the purchase contract.

#### **4. CUSTOMER'S ACCOUNT**

- 4.1. Based on the buyer's registration in the online store, the buyer can access his customer account. The buyer can order goods from his customer account. The buyer can also order goods without registration.
- 4.2. When registering for a customer account and when ordering goods, the buyer is obliged to enter all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in case of any change. The data provided by the buyer in the customer account and when ordering goods are considered correct by the seller.
- 4.3. Access to the customer account is secured by a username and password. The buyer is obliged 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.
- 4.4. The buyer is not authorized to allow the use of the customer account by third parties.
- 4.5. The seller can cancel the user account, especially if the buyer no longer uses his user account, or if the buyer violates his obligations under the purchase contract and these terms and conditions.

4.6. The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

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

5.1. The buyer acknowledges that according to the provisions of § 1837 of the Civil Code, it is not possible to withdraw from the purchase contract, among other things:

5.1.1. on the delivery of goods that have been modified according to the wishes of the buyer or for his person

5.2. If it is not a case mentioned in Article 4.1 or another case where it is not possible to withdraw from the purchase contract, the buyer has the right to withdraw from the purchase contract within fourteen (14) days in accordance with the provisions of § 1829, paragraph 1 of the Civil Code from the acceptance of the goods, while in the case that the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the day of acceptance of the last delivery of the goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence.

5.3. To withdraw from the purchase contract, the buyer sends the address of the establishment or to the seller's email listed on the website.

5.4. In case of withdrawal from the purchase contract according to Article 4.2 of the terms and conditions, the purchase contract is canceled from the beginning. The goods must be returned to the seller within fourteen (14) days of withdrawal from the contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.

5.5. The goods must be returned by the buyer to the seller undamaged, unworn and unpolluted and, if possible, in the original packaging. The seller is entitled to unilaterally offset the claim for compensation for damage caused to the goods against the buyer's claim for a refund of the purchase price.

5.6. Until the buyer takes over the goods, the seller is entitled to withdraw from the purchase contract at any time. In such a case, the seller will return the purchase price to the buyer without undue delay, without cash to the account designated by the buyer.

5.7. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the severance condition that if the buyer withdraws from the purchase contract, the gift contract regarding such a gift ceases to be effective and the buyer is obliged to return the goods to the seller together with gift given.

## **6. TRANSPORTATION AND DELIVERY OF GOODS**

6.1. In the case that 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.

6.2. If, according to the purchase contract, 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.

6.3. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.

- 6.4. When taking over the goods from the transporter, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the transporter immediately. In the case of a violation of the packaging indicating an unauthorized intrusion into the shipment, the buyer does not have to accept the shipment from the carrier.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

- 7.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).
- 7.2. 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:
- 7.2.1. the goods have the properties agreed upon by the parties and, in the absence of an agreement, they have the properties that the seller or manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,
  - 7.2.2. the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used,
  - 7.2.3. the quality or design of the goods corresponds to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
  - 7.2.4. is the goods in the corresponding quantity, measure or weight and
  - 7.2.5. the goods comply with the requirements of legal regulations.
- 7.4. Provisions mentioned in Article 7.2. the terms and conditions of business do not apply to goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its usual use, in the case of used goods to a defect corresponding to the degree of use or wear and tear the goods had when taken over by the buyer, or if it follows that due to the nature of the goods.
- 7.5. If a defect becomes apparent within six months of receipt, it is considered that the goods were already defective upon receipt.
- 7.6. Rights from defective performance are exercised by the buyer at the address of the seller's place of business, where the acceptance of the complaint is possible with regard to the range of goods sold, possibly also at the registered office or place of business. The moment when the seller receives the claimed goods from the buyer is considered to be the moment of application of the complaint.
- 7.7. Additional rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure.
- 7.8. If the buyer returns individualized goods (customized goods made according to the buyer's specific requirements), he is entitled to a refund of the paid purchase price only in the amount of 50% of the purchase price.

## **8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

- 8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

8.2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

8.3. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765, paragraph 2 of the Civil Code.

## **9. PROTECTION OF PERSONAL DATA**

9.1. The protection of personal data of the buyer, who is a natural person, is provided by Act No. 101/2000 Coll., on the protection of personal data, as amended.

9.2. The buyer agrees to the processing of his personal data: first and last name, residential address, identification number, tax identification number, e-mail address, telephone number (collectively referred to as "personal data").

9.3. The buyer agrees to the processing of personal data by the seller, for the purposes of realizing rights and obligations from the purchase contract and for the purposes of maintaining a user account. If the buyer does not choose another option, he agrees to the processing of personal data by the seller also for the purpose of sending information and commercial messages to the buyer. Consent to the processing of personal data in its entirety according to this article is not a condition that would in itself make it impossible to conclude a purchase contract.

9.4. The buyer acknowledges that he is obliged to provide his personal data correctly and truthfully (when registering, in his user account, when ordering from the store's web interface) and that he is obliged to inform the seller without undue delay of a change in his personal data.

9.5. The seller can entrust the processing of the buyer's personal data to a third party as a processor. Apart from the persons transporting the goods, personal data will not be transferred by the seller to third parties without the prior consent of the buyer.

9.6. Personal data will be processed indefinitely. Personal data will be processed in electronic form in an automated manner or in printed form in a non-automated manner.

9.7. The buyer confirms that the personal data provided is accurate and that he has been informed that this is a voluntary provision of personal data.

9.8. In the case that the buyer believes that the seller or the processor (Article 8.5) is processing his personal data in violation of the protection of the buyer's private and personal life or in violation of the law, especially if the personal data is inaccurate with regard to for the purpose of their processing, may:

9.8.1. ask the seller or processor for an explanation,

9.8.2. require the seller or the processor to remove the condition thus created.

9.9. If the buyer requests information about the processing of his personal data, the seller is obliged to provide him with this information. The seller has the right to request a reasonable payment not exceeding the costs necessary to provide the information for the provision of information according to the previous sentence.

## **10. SENDING COMMERCIAL MESSAGES AND STORING COOKIES**

10.1. The buyer agrees to send information related to the seller's goods, services or business to the buyer's e-mail address and further agrees to the seller's sending commercial messages to the buyer's e-mail address.

10.2. The buyer agrees to the storage of so-called cookies on his computer. In the event that it is possible to make a purchase on the website and to fulfill the seller's obligations from the purchase contract without so-called cookies being stored on the buyer's computer, the buyer can revoke the consent according to the previous sentence at any time.

## 11. DELIVERY

11.1. Notifications regarding the relationship between the seller and the buyer, in particular regarding withdrawal from the purchase contract, must be delivered by registered mail, unless otherwise stipulated in the purchase contract. Notices shall be delivered to the relevant contact address of the other party and shall be deemed to have been delivered and effective upon delivery by post, except for notice of withdrawal by the Buyer, in which case the withdrawal is effective if the notice is sent by the Buyer within the withdrawal period. You can also withdraw from the contract electronically, when the withdrawal is effective at the moment of confirmation from the seller.

11.2. Notices whose acceptance was refused by the addressee, which were not picked up within the storage period, or which were returned as undeliverable are also considered delivered.

11.3. The contracting parties may deliver regular correspondence to each other via e-mail, to the e-mail address specified in the buyer's user account or specified by the buyer in the order, or to the address [info@boskyshoes.com](mailto:info@boskyshoes.com) listed on the seller's website.

## 12. FINAL PROVISIONS

12.1. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This does not affect consumer rights arising from generally binding legal regulations.

12.2. If any provision of the terms and conditions is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Changes and additions to the purchase contract or terms and conditions require written form.

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

12.4. Contact details of the seller: Marek Piža, Podhradská 153, Pozlovice, 763 26, Czech Republic  
[orders@boskyshoes.com](mailto:orders@boskyshoes.com), +420 733 108 122