

## TERMS AND CONDITIONS

of a non-profit institution

Wah gwaan Prague dancehall school, z. ú.

With its registered office at Molákova 577/34, Praha 8, 186 00

Identification No.: 09382984

Registered with the register of institutes maintained by the Municipal Court in Prague, Section U, Insert 894

For the sale of goods through an online store located at <https://www.wahgwaanprague.com/>

### 1. ÚVODNÍ USTANOVENÍ

- 1.1. These terms and conditions (hereinafter referred to as "**T&C**") of the non-profit institution Wah gwaan Prague dancehall school, z. ú., with its registered office at Molákova 577/34, Praha 8, 186 00, Identification No.: 09382984, Registered with the register of institutes maintained by the Municipal Court in Prague, Section U, Insert 894 (hereinafter referred to as the "**Seller**") regulate in accordance with the provisions of Section 1751 para. 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "**Civil Code**"), mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase contract (hereinafter the "**Purchase Contract**") concluded between the seller and another natural person (hereinafter referred to as the "**Buyer**") through the Seller's online store. The online store is operated by the seller on a website located at the internet address <https://www.wahgwaanprague.com/> (hereinafter the "**Website**"), through the interface of the website (hereinafter the "**Web Interface of the Store**").
- 1.2. The T&C do not apply to cases where the person who intends to purchase goods from the seller is a person who acts when ordering goods in the course of his business or in the course of their independent profession. In cases where the Buyer is not a consumer, the following articles of the T&C do not apply: Articles 4.1 to 4.7 (articles concerning withdrawal from the contract), Articles 6.1 to 6.11 (articles concerning rights from defective performance) and further Articles 7.3, 7.4, 7.5 and 11.4.
- 1.3. Provisions deviating from the T&C can be agreed in the Purchase Contract. Deviating provisions in the Purchase Contract take precedence over the provisions of the T&C.
- 1.4. The provisions of the T&C form an integral part of the Purchase Contract. The Purchase Contract and the T&C are drawn up in the Czech language and / or in English. The Purchase Contract can be concluded in the Czech language and in the English language.
- 1.5. The wording of the T&C 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 T&C.

### 2. CONCLUSION OF THE PURCHASE CONTRACT

- 2.1. All presentation of goods placed in the Web Interface of the Store is of an informative nature and the Seller is not obliged to enter into the Purchase Agreement regarding these goods. The Section 1732 para. 2 of the Civil Code shall not apply.

- 2.2. The Web Interface of the Store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if the goods cannot, by their nature, be returned by regular mail. The prices of goods are listed including VAT and all related fees. The prices of the goods remain valid as long as they are displayed in the Web Interface of the Store. This provision does not limit the Seller's ability to enter into the Purchase Agreement under individually agreed conditions.
- 2.3. The Web Interface of the Store also contains information on the costs associated with the packaging and delivery of goods.
- 2.4. To order goods, the Buyer fills in the order form in the Web Interface of the Store. The order form contains in particular information about:
  - 2.4.1. the ordered goods (the ordered goods are "inserted" by the Buyer into the electronic shopping cart of the Web Interface of the Store),
  - 2.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods, and
  - 2.4.3. information on the costs associated with the delivery of goods (hereinafter collectively referred to as "**Order**").
- 2.5. Before sending the Order to the Seller, the Buyer is allowed to check and change the data that the Buyer has entered in the Order, even with regard to the Buyer's ability to detect and correct errors made when entering data into the Order. The Buyer sends the Order to the Seller by clicking on the "Order" button. The data listed in the Order they are deemed correct by the Seller. 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 order (hereinafter the "Buyer's e-mail address").
- 2.6. Depending on the nature of the Order (quantity of goods, purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the Order (for example, in writing or by telephone).
- 2.7. The contractual relationship between the Seller and the Buyer arises from the delivery of the acceptance of the Order (acceptance), which is sent by the Seller to the Buyer by e-mail, to the Buyer's e-mail address.
- 2.8. The Buyer agrees to the use of means of distance communication when concluding the Purchase Contract. The costs incurred by the Buyer in the use of means of distance communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer, and these costs do not differ from the basic rate.

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

- 3.1. The price of the goods and any costs associated with the delivery of goods under the Purchase Contract, the Buyer may pay the Seller by cashless transfer to the Seller's account No.

1363012005/2700, kept at UniCredit Bank Czech Republic and Slovakia, a.s. (hereinafter the "Seller's account"), indicating the variable payment symbol, which is the order number.

- 3.2. Along with the purchase price, the Buyer is obliged to pay the Seller the costs associated with packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.
- 3.3. The Seller does not require a deposit or other similar payment from the Buyer. This does not affect the provisions of Article 3.4 of the T&C regarding the obligation to pay the purchase price of the goods in advance.
- 3.4. The Buyer is obliged to pay the purchase price in advance. The goods will not be sent to the Buyer until the purchase price is fully credited to the Seller's account. The Section 2119 para. 1 of the Civil Code shall not apply.
- 3.5. Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined with each other.
- 3.6. If this is customary in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue an accounting document to the Buyer regarding payments made on the basis of the Purchase Contract. The Seller is not a payer of VAT. The accounting document is issued by the Seller to the Buyer after payment of the price of the goods and is sent in electronic form to the Buyer's electronic address, or it is attached in paper form to the delivered goods.
- 3.7. According to the Act on the Registration of Sales, the Seller is obliged to issue a receipt to the Buyer, unless otherwise provided by generally binding legal regulations. At the same time, the Buyer is obliged to register the received revenue with the tax administrator online; in the event of a technical failure, then within 48 hours at the latest, unless otherwise provided by generally binding legal regulations.

#### **4. WITHDRAWAL FROM THE PURCHASE CONTRACT**

- 4.1. The Buyer acknowledges that according to the provisions of § 1837 of the Civil Code, it is not possible to withdraw from a purchase contract for the supply of goods that have been modified according to the Buyer's wishes or for the Buyer, from a purchase contract for the delivery of perishable goods and goods, which has been irretrievably mixed with other goods after delivery, from a purchase contract for the supply of goods in a sealed package which the consumer has removed from the packaging and cannot be returned for hygienic reasons, from a purchase contract for the supply of an audio or video recording or computer program if the Buyer has infringed their original packaging and from a purchase contract for the supply of newspapers, periodicals or magazines.
- 4.2. If it is not the case referred to in Article 4.1 of the T&C 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 in accordance with Section 1829 para. 1 of the Civil Code within fourteen (14) days from the receipt of the goods, and in the event that the subject of the Purchase Contract is several types of goods or

delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Contract must be sent to the Seller within the period specified in the previous sentence. To withdraw from the Purchase Contract, the Buyer can use the sample form provided by the Seller, which forms an annex to the T&C. Withdrawal from the Purchase Contract can be sent by the Buyer to the address of the Seller's registered office or to the Seller's e-mail address [info@wahgwaanprague.com](mailto:info@wahgwaanprague.com).

- 4.3. In the event of withdrawal from the Purchase Contract pursuant to Article 4.2 of the T&C, the Purchase Contract is terminated from the beginning. The goods must be returned to the Seller by the Buyer within fourteen (14) days from the delivery of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer bears the costs associated with the return of goods to the Seller, even if the goods cannot be returned due to its nature by regular mail.
- 4.4. In the event of withdrawal from the Purchase Contract pursuant to Article 4.2 of the T&C, the Seller will return the funds, including delivery costs received from the Buyer within fourteen (14) days of withdrawal from the Purchase Contract by the Buyer, in the same way as the Seller received the funds from the Buyer. If the Buyer has chosen other than the cheapest method of delivery of goods offered by the Seller, the Seller will reimburse the consumer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods. The Seller is also entitled to return the performance provided by the Buyer when returning the goods by the Buyer or in any other way, if the Buyer agrees and the Buyer does not incur additional costs. If the Buyer withdraws from the Purchase Contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods or proves that the Buyer sent the goods to the Seller.
- 4.5. The Seller is entitled to unilaterally set off the right to damages caused to the goods against the Buyer's right to a refund of the purchase price.
- 4.6. In cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with the Section 1829 para. 1 of the Civil Code, the Seller is also entitled to withdraw from the Purchase Contract at any time, until the goods are taken over by the Buyer. In such a case, the Seller will return the purchase price to the Buyer without undue delay, in a cashless form to the account designated by the Buyer.
- 4.7. 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 resolutive condition that if the Buyer withdraws from the Purchase Contract, the gift contract for such a gift ceases to be effective and the Buyer is obliged to return the gift.

## **5. TRANSPORT AND DELIVERY OF GOODS**

- 5.1. 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.
- 5.2. 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.

- 5.3. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the Order, the Buyer is obliged to pay the costs associated with repeated delivery of goods, or the costs associated with another method of delivery respectively.
- 5.4. 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. This does not affect the Buyer's rights from liability for defects of the goods and other rights of the Buyer arising from generally binding legal regulations.
- 5.5. Other rights and obligations of the parties regarding the transport of goods may be governed by the special delivery conditions of the Seller, if issued by the Seller.

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

- 6.1. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of 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, as amended).
- 6.2. 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 when the Buyer took over the goods:
  - 6.2.1. 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 their advertising,
  - 6.2.2. the goods are fit for the purpose stated by the Seller for their use or for which goods of this kind are usually used,
  - 6.2.3. 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,
  - 6.2.4. the goods are in the appropriate quantity, measure or weight; and
  - 6.2.5. the goods comply with the requirements of legal regulations.
- 6.3. If the defect becomes apparent within six months of receipt, the goods are deemed to have been defective at the time of receipt.
- 6.4. 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 exercise the right to a defect that occurs in the consumer goods within twenty-four months of receipt. If, in accordance with other legislation, the period for which the goods can be used is indicated on the goods sold, on

their packaging, in the instructions attached to the goods or in advertising, the provisions on the quality guarantee shall apply. By guaranteeing the quality, the Seller undertakes that the goods will be suitable for use for the usual purpose for a certain period of time or that they will retain their usual properties. If the Buyer has rightly reproached the seller for the defect of the goods, the period for exercising the rights from the defective performance or the warranty period does not run for the period during which the Buyer cannot use the defective goods.

- 6.5. The provisions set out in Article 6.4 of the T&C shall not apply to goods sold at a lower price for a defect for which a lower price was agreed, to wear and tear caused by its normal use, to used goods for a defect corresponding to the degree of use or wear the goods had when taken over by the Buyer or if it follows from the nature of the goods. The right from defective performance does not belong to the Buyer, if the Buyer knew before taking over the goods that the goods have a defect, or if the Buyer caused the defect themselves.
- 6.6. The rights from the liability for defects of the goods apply to the Seller. However, if the confirmation issued by the Seller regarding the scope of rights from liability for defects (in the sense of § 2166 of the Civil Code) mentions another person for repair, who is located at the same place as the Seller or is closer to the Buyer, the Buyer will exercise the right for repair towards the person who is designated to perform the repair. Except for cases where another person is designated to perform the repair according to the previous sentence, the Seller is obliged to accept the complaint at the registered office or place of business of the Seller. The Seller is obliged to issue a written confirmation to the Buyer specifying when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires; and a confirmation of the date and manner of handling the complaint, including a confirmation of the repair and its duration, or a written justification for rejecting the complaint. This obligation also applies to other persons designated by the Seller to perform the repair.
- 6.7. The Buyer may exercise the rights from liability for defects of the goods, in particular in person or in writing at Molákova 577/34, Prague 8, 186 00 or by e-mail at [info@wahgwaanprague.com](mailto:info@wahgwaanprague.com).
- 6.8. The Buyer shall inform the Seller which right they have chosen, upon notification of the defect, or without undue delay after notification of the defect. The Buyer cannot change the choice made without the consent of the Seller; this does not apply if the Buyer has requested the repair of a defect which proves to be irreparable.
- 6.9. If the goods do not have the characteristics specified in Article 6.2 of the T&C, the Buyer may require delivery of new goods without defects, if this is not disproportionate due to the nature of the defect, but if the defect concerns only part of the goods, the Buyer may only request replacement. If that is not possible, the Buyer may withdraw from the contract. However, if it is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Buyer has the right to free removal of the defect. The Buyer has the right to deliver new goods or replace parts even in the case of a remediable defect, if the Buyer cannot use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In this case, the Buyer has the right to withdraw from the contract. If the Buyer does not withdraw from the contract or if the Buyer does not exercise the right to deliver new goods without defects, to replace its parts or to repair the goods, the

Buyer may request a reasonable discount. The Buyer is entitled to a reasonable discount also if the Seller cannot deliver new goods without defects, replace its part or repair the goods, as well as if the Seller does not arrange a remedy within a reasonable time or if arranging a remedy would cause significant difficulties for the Buyer.

- 6.10. Whoever has the right according to Section 1923 of the Civil Code, is also entitled to reimbursement the costs expediently incurred in exercising this right. However, if the right to compensation is not exercised within one month after the expiry of the period within which the defect must be claimed, the court will not grant the right if the Seller objects that the right to compensation was not exercised in time.
- 6.11. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's complaint procedure code.

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

- 7.1. The Buyer acquires ownership of the goods upon payment of the full purchase price of the goods.
- 7.2. In relation to the Buyer, the Seller is not bound by any codes of conduct in the sense of the Section 1826 par. 1 let. e) of the Civil Code.
- 7.3. Consumer complaints are handled by the Seller via the email address [info@wahgwaanprague.com](mailto:info@wahgwaanprague.com). The Seller will send information on the settlement of the Buyer's complaint to the Buyer's e-mail address.
- 7.4. 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>, is responsible for the alternative resolution of consumer disputes arising from the Purchase Contract. 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 the Purchase Contract.
- 7.5. European Consumer Centre 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 (the Regulation on consumer dispute resolution online).
- 7.6. The Seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office. The Office for Personal Data Protection supervises the area of personal data protection. To a limited extent, the Czech Trade Inspection Authority also supervises compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.
- 7.7. The Buyer hereby assumes the risk of a change of circumstances in the sense of Section 1765 para. 2 of the Civil Code.

## **8. PROTECTION OF PERSONAL DATA**

- 8.1. Its obligation to provide information to the Buyer within the meaning of Article 13 of Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "**GDPR Regulation**") related to the processing of personal data of the Buyer for the purposes of performance of the Purchase Contract, for the purposes of negotiating the Purchase contract and for the purposes of fulfilling public law obligations of the Seller, fulfils the Seller through a separate document.

## **9. STORING COOKIES**

- 9.1. The Buyer agrees to the storage of cookies on their computer. If it is possible to make a purchase on the Website and fulfil the Seller's obligations under the Purchase Contract without storing cookies on the Buyer's computer, the Buyer may revoke the consent under the previous sentence at any time.

## **10. COMMUNICATIONS**

- 10.1. It can be communicated with the Buyer via the Buyer's email address.

## **11. FINAL PROVISIONS**

- 11.1. 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. The choice of law under the previous sentence does not deprive the Buyer who is a consumer of the protection afforded to them by the provisions of the law which cannot be abbreviated from by contract and which would otherwise apply under Article 6 (1) of Regulation of the European Parliament and Council (EC) No 593/2008 dated 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 11.2. If any provision of the T&C is or becomes invalid or ineffective, 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 shall not affect the validity of the other provisions.
- 11.3. The Purchase Contract, including T&C, is archived by the Seller in electronic form and is not accessible.
- 11.4. A sample form for withdrawal from the Purchase Contract is attached to the T&C.
- 11.5. Seller's contact details: delivery address Molákova 577/34, Prague 8, 186 00, e-mail address info@wahgwaanprague.com, telephone +420 722 932 776.

In Prague on December 10, 2020

**Attachment**  
**Sample withdrawal form from the purchase contract**

**Sender:**

Name and surname:

Address:

(possibly e-mail, phone number):

**Recipient**

Wah gwaan Prague dancehall school, z. ú.

with its registered office at Molákova 577/34, Praha 8, 186 00

Identification No.: 09382984

**Notice of withdrawal from the purchase contract**

On ..... I have ordered the following goods in your online store located at the internet address <https://www.wahgwaanprague.com/>:

Goods description: .....

Order No.: .....

Received on: .....

Pursuant to the Section 1829 para. 1 in connection with Section 1818 of Act No. 89/2012 Coll., The Civil Code, I exercise my legal right and withdraw from the purchase contract concluded via the Internet, which relates to the above goods, which I am sending back with this letter, and at the same time I ask you to return the funds to my bank account number ..... kept at ..... no later than 14 days from the delivery of this withdrawal from the contract.

In ..... on .....

Name and surname of the buyer  
(signature)