

## Terms and Conditions

under Sec. 1751 et seq. Law no. 89/2012 Coll., the Civil Code (hereinafter the "**Civil Code**")

for the Eshop available at

**www.meadmuseum.com**

### I. Provisions and Definitions

1. These terms and conditions (hereinafter the "**T&C**") govern the mutual rights and obligations of the Seller and the Purchaser, the incurred in connection with or under the Purchase Agreement regarding products through the Eshop.
2. Provisions of the conditions are an integral part of the Purchase Agreement. Different arrangements in the Purchase Agreement will take precedence over those in the T&C. This provision is not to the prejudice of rights and obligations occurred during the term of effect of the previous version of T&C.
3. **Eshop** is the web interface, placed on a website available on Internet on **www.meadmuseum.com**
4. **The Seller** is a company **Muzeum medoviny s.r.o., IČ: 028 95 048**, with registered office **K Šafránce 563/3, Praha 9, 190 00, Czech republic**, registered in the Commercial register administered by **Municipal court in Praha** under **C 224308**.

in particular in the sale of **honeywine, mead and honey products and cosmetics** (hereinafter the "**Products**"). Seller also operates the Eshop, issued this T&C and is the author of the products. **Sellers's contact email address is: info@meadmuseum.com, Seller's contact phone number is: +420 776 814 841.**

5. **The Purchaser** is a legally competent natural person or legal person that concludes a Purchase Agreement with the Seller for other purposes than private, non-business purposes.
6. **The Purchaser - Consumer** is a legally competent natural person who concludes a Purchase Agreement with the Seller for private, non-business purposes.

### II. Orders, Purchase Agreement

1. Presentation of products marketed in the Eshop serves only for informative purposes and the Seller is not obliged to conclude a Purchase Agreement with respect to these products. The provisions of Sec. 1732, paragraph 2 of the Civil Code will not apply.
2. The Eshop provides information about the products including the price of each product. The product prices are "**INCLUSIVE**" Value Added Tax and all related charges. The product prices remain in effect for as long as they are displayed in the Eshop. This provision does not restrict the Seller from concluding a license agreement under individually negotiated conditions.
3. The Eshop also provides information on the costs associated with the delivery of the products. Information about costs associated with packaging and delivery of goods stated in the E-shop only apply in cases when the Product is delivered within the territory of the Czech Republic, the Slovak Republic and European Union.
4. The Purchaser can make an **order of the product** in the **following ways**:
  - a. through their User Account providing that they have already registered or
  - b. by filling in a form in the Eshop if they have not previously registered

- c. through email order sent on Sellers's email address.
5. The order always contains the following information:
  - a. the exact name of the product ordered,
  - b. the quantity of the product,
  - c. the chosen method of payment for the License and information about the selected method of delivery of the ordered product,
  - d. the Purchaser's contact information (name and surname, invoicing address, delivery address, telephone number, email address).
6. Before sending the order, the Purchaser is allowed to check and change the data entered into the order. The acquirer sends the order by clicking on "**ORDER**". The data entered into the order are considered by the Seller as correct.
7. The act of sending the order by the Purchaser is regarded as an indisputable way of identification of the ordered products, the price for the license, the person of the Purchaser, the method of payment for the License and it is considered as a mutually binding proposal of the Purchase Agreement. The condition of the validity of the order is that all the mandatory data in the order form must be entered and the Purchaser must have confirmed their familiarity with these T&C available on the website.
8. The Seller will send an automatic email to the Purchaser's email address about the receipt of the order. Within **72** hours of sending the automatic email the Seller sends an email to the Purchaser's email address with order confirmation. The order confirmation is considered a Contract.
9. The Seller is always entitled, depending on the character of the order (quantity of Products, the amount of purchase price, presumed transport costs), request the Purchaser for additional confirmation of the order (e.g. in writing or by phone).
10. In the event that the Seller cannot meet any of the requirements specified in the order the Seller will send an email to the Purchaser's email address with an amended offer indicating the possible variants of the order and requests the Purchaser's acceptance of the offer.
11. The amended offer is considered a new draft of a Purchase Agreements which is considered as fully concluded after the confirmation of acceptance by the Purchaser by email to the Seller's address.
12. **All orders received by the Seller are binding.** The Purchaser may cancel any orders which have not been confirmed by the Seller, by means of either a telephone call to the Seller's contact number or by email to the Seller's email address. Later cancellation of the order is possible only after agreement with the Seller. If the order of the product is cancelled, in respect of which it is not possible to withdraw from the Contract, the Seller is entitled to reimbursement of costs already spent in connection with the Purchase Agreement.
13. **The Purchase Agreement** between the Seller and the Purchaser is **concluded**:
  - a. by confirmation of receipt of the order sent by the Seller to the Purchaser's email address
  - b. by receipt of the payment for the License if it happens earlier than the fact in item a).
14. In the event that there was an obvious technical error on the part of the Seller as regards the product price stated in the Eshop or during ordering, the Seller is not obliged to deliver the product to the Purchaser at the price which is clearly incorrect, even if the Purchaser has already been sent the confirmation of receipt of the order under these T&C. The Seller notifies the Purchaser if the product price stated in the

Eshop or in the order is not up to date. If the Purchaser does not agree with the increase in price, the Seller reserves the right to terminate the Purchase Agreement.

15. The Purchaser agrees to use the means of distance communication in concluding the Purchase Agreement. The costs incurred by the Purchaser while using the means of distance communication in order to conclude the Purchase Agreement (the cost of Internet access, telephone costs) are paid by the Purchaser themselves, providing that these costs do not differ from the standard rates.

### III. User Account

1. Upon the registration made in the Eshop the Purchaser may access their User Account. The Purchaser may perform ordering of products from the User Account. If the Eshop allows, the Purchaser may perform the ordering of products also without registration.
2. Upon registration for the User Account and when ordering products the Purchaser is obliged to provide the correct and true information. The data listed in the User Account must be updated by the Purchaser with any possible changes. The data defined in the Purchaser's User Account and when ordering products is considered by the Seller as correct.
3. The access to the User Account is secured by user name and password. The Purchaser is obliged to maintain confidentiality regarding the information necessary to access the User Account. The Seller will not be liable for any possible misuse of the User Account by the third parties.
4. The Purchaser is not entitled to allow the use of the User Account to the third parties.
5. The Seller may cancel the User Account, especially if the Purchaser does not use it any more, or if the Purchaser breaches their obligations under the Purchase Agreement.
6. The Purchaser acknowledges that the User Account may not be available at all times, especially with regard to the necessary maintenance of hardware and software of the Seller, respectively necessary maintenance of hardware and software of the third parties.

### IV. Purchase Price, Payment Terms and Delivery of Products

1. The Purchase price payment and any costs associated with the delivery of the product under the Purchase Agreement can be **made by the Purchaser** to the Seller in the following ways:
  - a. the bank transfer to the Seller's account **IBAN: CZ5320100000002100579434**
  - b. **BIC/SWIFT: FIOBCZPPXXX**, held by **Fio banka, Czech republic** (hereinafter the "**Seller's account**"),
  - c. bank transfer to the Seller's account through a payment gateway,
  - d. cash on delivery,
  - e. cash on when personally taking over the products on these takeover points.
2. the payment for Products can be made in Czech Crowns (CZK).
3. Any additional expenses of the Purchaser in connection with the above-mentioned methods of payment for Products are set out in the Eshop, in the order and will also be stated in the order confirmation. The guidelines for electronic payment will be communicated in the order confirmation.
4. In addition to the purchase price, the Purchaser shall also pay the Seller costs associated with packing and delivery of Products at the agreed amount. Unless

otherwise expressly stated, the purchase price further includes costs associated with the delivery of Products as well.

5. The Seller is entitled to request the payment of the entire purchase price before the shipment of Products to the Purchaser in justified cases, in particular in case the Purchaser does not additionally confirm the order or in case of orders with the total purchase price exceeding CZK 10,000. The provision of Section 2119 (1) of the Civil Code shall not apply.
6. In case of cash payment, the purchase price is due at the takeover of the Products. In case of cashless payment, the purchase price is due within 7 days upon the conclusion of the Purchase Agreement.
7. In the case of electronic payment, the Purchaser is obliged to make the Purchase Price payment stating the Variable Symbol of the payment. In the case of electronic payment, the payment is considered as concluded at the moment when the appropriate amount has been credited to the Seller's account.
8. The Seller usually dispatches Products on stock in case of the pay on delivery mode within **3** business days after the receipt of the order. In case of payment by transfer to the bank account, the Seller usually dispatches Products on stock within **3** business days after crediting the respective amount to the bank account.
9. The Seller dispatches Products which are not on stock as soon as possible. The Purchaser is informed in advance about the exact date.
10. **The Products will be delivered:**
  - a. to the Purchaser's address specified in the order.
  - b. personally taking over the products on: Mead museum & shop, Prague 2, Na Zderaze Street No. 14 – [www.meadmuseum.com/store](http://www.meadmuseum.com/store).
11. Costs for the delivery of Products depending on the manner of shipment and takeover of Products are specified in the E-shop and will be stated in the Purchaser's order and in order confirmation by the Seller.
12. However, if the delivery method is negotiated as a specific request of the Purchaser (a gift for the third party, etc.), the Purchaser bares the risk and possible additional costs associated with this mode of delivery..
13. If the Seller shall deliver Products to the place specified by the Purchaser in the order according to the Purchase Agreement, the Purchaser shall take the Products over at delivery.
14. When taking the Products over from a carrier, the Purchaser shall check integrity of packages of the Products and in case of any defects, he shall immediately announce it to the carrier. In case of finding a damaged package suggesting of an unauthorised break-in to the shipment, the Purchaser need not take over the shipment from the carrier.
15. In case the Products need to be delivered repeatedly or in another manner than specified in the order due to reasons at Purchaser's part, the Purchaser shall pay the costs associated with the repeated delivery of Products, or costs associated with a different manner of delivery.
16. Any discounts granted by the Seller to the Purchaser cannot be combined unless otherwise expressly stated by the Seller.
17. The Seller will issue in respect of payments made under the Purchase Agreement, invoice/taxation document. This document issued by the Seller to the Purchaser after receiving the payment for the product will be send along with the Purchase Agreement and these T&C electronically to the Purchaser's email address or with the products.
18. In case the Purchaser does not take delivery of Products and does not withdraw from the Purchase Agreement in compliance with these T&C, **the Seller is entitled to**

**the payment of costs associated with the delivery of Products and its storage** (for the storage at the Seller at the maximum amount of CZK **20** per every day of delay, however not more than the total of CZK **500**, as well as other costs the Seller occurred due to Purchaser's failure to take over the Products, and is entitled to withdraw from the Purchase Agreement.

19. **The Purchaser takes ownership right** to Products by paying the whole purchase price for the Products (including costs of delivery), however not before taking over the Products. The liability for accidental destruction, damage or loss of Products passes to the Purchaser at the moment of takeover of the Products, or at the moment when the Purchaser was obliged to take the Products over but he failed to do so in contradiction to the Purchase Agreement.
20. The Purchaser undertakes the risk of changing circumstances within the meaning of Sec. 1765, Paragraph 2 of the Civil Code.

#### **V. Withdrawal from Contract**

1. **The Purchaser - Consumer** (hereinafter referred to as "**Consumer**" in this Article) is entitled to withdraw from the Purchase Agreement pursuant to the provision of Section 1829 (1) of the Civil Code within 14 days upon the takeover of Products, and in case the subject of the Purchase Agreement is several types of Products or delivery of several parts, this term starts from the date of takeover of the last delivery of Products. The withdrawal from the Purchase Agreement shall be sent off to the Seller within the period stated in the previous sentence.
2. **The Purchaser - Consumer** (hereinafter the "**Consumer**") has been informed by the Seller prior to sending the order that in accordance with the Provision of Sec. 1837 of the Civil Code, the Purchaser is not entitled to withdraw from the Purchase Agreement:
  - a. on the delivery of a Product which has been modified according to Purchaser's wish or for their person,
  - b. on delivery of a Product the price of which depends on fluctuations of the financial market independently of Seller's will and which may occur during the term for the withdrawal from the Agreement,
  - c. on the delivery of Products which is subject to be spoiled as well as Products which was irrecoverably mixed with other Products,
  - d. on the repair or maintenance performed at the place defined by the Consumer at their request. However, this does not apply in case of consequent performance of other than requested modifications or delivery of other than requested spare parts,
  - e. on the delivery of Products in a closed package which the Consumer took out of the package and it cannot be returned due to hygiene reasons,
  - f. on the delivery of sound or image recording or a computer programme if they damaged their original package,
  - g. on the delivery of newspaper, periodicals or magazines.
3. The Consumer can use a sample form provided by the Seller to withdraw from the Purchase Agreement, which forms Annex No. 2 hereto. The Purchaser may send the withdrawal from the Purchase Agreement to the contact e-mail address of the Seller or to the address of Seller's registered office. The provisions of Article XI hereof apply to the delivery of withdrawal from the Agreement.

4. In case of withdrawal from the Purchase Agreement, the Purchase Agreement is cancelled from the beginning. The Purchaser shall return the Products to the Seller within 14 days upon the withdrawal from the Agreement. **If the Consumer withdraws from the Purchase Agreement, they bear the costs associated with returning the Products to the Seller**, even in case the Products cannot be returned due to its character using common mail. The Seller will return the Consumer the monetary funds accepted from the Consumer within 14 days upon the withdrawal from the Purchase Agreement by the Consumer in the same manner as the Seller accepted them from the Consumer. The Seller is also entitled to return the payment provided by the Consumer at the return of the Products by the Consumer or in any other manner if the Consumer agrees with it and if by doing so, no other costs will occur to the Consumer. If the Consumer withdraws from the Purchase Agreement, the Seller is not obliged to return the accepted monetary funds before the Consumer returns Product to it or before they prove that they have sent the Products to the Seller.

5. Products shall be returned to the Seller undamaged, without wear and tear and clean, in the original package, if possible.

6. The Seller is entitled to one-sided set off the claim for indemnification of damage occurred on Products against Purchaser's claim for the return of the purchase price.

7. The Seller is entitled to withdraw from the Purchase Agreement in cases stated herein and in case Products cannot be delivered due to objective reasons (Products are not produced anymore, a supplier stopped supplying goods to the Czech Republic, its price or costs of delivery have increased significantly) under the original conditions, or the performance becomes objectively impossible, or if the Purchaser has not settled all their liabilities towards the Seller which are due as of the date of issue of the order. In such case the Seller will return the Consumer the purchase price without an undue delay using the cashless transfer to the account defined by the Purchaser.

8. In case the Seller withdraws from the Agreement, the Seller will immediately inform the Purchaser of this fact. In case the Purchaser has already paid the purchase price fully or partly, the accepted amount will be returned to them using the cashless transfer:

- a. to the bank account announced to it for this purpose by the Purchaser, or
- b. to the account from which funds were transferred for the payment of the purchase price, if the Purchaser does not mention any bank account in the withdrawal, within **15** days upon the withdrawal from the Purchase Agreement.

9. If a gift is provided to the Purchaser together with the Product, the Contract of Donation between the Seller and the Purchaser is concluded with a condition subsequent that if the Consumer withdraws from the Purchase Agreement, the Contract of Donation concerning such gift becomes null and void and the Purchaser shall return the provided gift together with the Product to the Seller.

## **VI. Rights due to Defective Performance**

1. Rights and obligations of the contracting parties regarding the rights following from defective performance are governed by applicable generally binding regulations (in

particular the provisions of Sections 1914 through 1925, Sections 2099 through 2117 and Sections 2161 through 2174 of the Civil Code).

2. Other rights and obligations of the contracting parties related to the Seller's liability for defects are governed by the Rules for Complaints of the Seller which form Annex No. 2 hereto.

#### **VII. Personal Data Protection**

1. The Purchaser, who is a natural person, consents to the processing of their personal data by the Seller within the meaning of the Act no. 101/2000 Coll., On Protection of Personal Data, as amended.
  2. The Seller as a manager of the Purchaser's personal data notified the competent authority about the intention to process personal data prior to commencing the operation of the service. The Seller's registration number with the Office for Personal Data Protection of the Czech Republic is 00061788 / 002.
3. The personal data of the Purchaser are processed to the extent of: name, surname, postal address, email address, identification number, VAT number, telephone number (hereinafter as "**personal data**").
4. The purpose of the Seller's processing of personal data is the realization of rights and obligations when selling products including managing the User Account.
5. The Purchaser acknowledges that they are obliged to enter their personal data (for registration, in the User Account) correctly and truthfully and that they will update it in the User Account with any possible changes without undue delay.
6. The processing of the Purchaser's personal data may be entrusted by the Seller to the third person (a Processor). Except for people transporting the Products, the Seller will not disclose personal data without Purchaser's prior consent to third parties.
7. The Purchaser's personal data will be processed for an the duration of the purpose of processing personal data by the Seller. The Purchaser's personal data will be processed electronically in an automated manner or in a printed form in a non-automated manner.
8. The Purchaser confirms that the personal information is accurate and that they were advised on the fact that the provision of personal information is voluntary.
9. In the event that the Purchaser assumed that the Seller performs such processing of their personal data that is inconsistent with the protection of their private and personal life or in conflict with the law, especially if the personal data is inaccurate for the purpose of processing, they can:
  - a. ask the Seller for an explanation,
  - b. require the Seller to correct the situation.
10. If the Purchaser requests any information about the processing of their personal data, the Seller must deliver this information. The Seller has the right to require reasonable compensation for providing such information while not exceeding the costs of providing the necessary information.
11. The acquirer may cancel their consent to the processing of their personal data at any time. The withdrawal of consent must be made in writing or by email at **info@meadmuseum.com**.

#### **VIII. Sending of Commercial Communications (Newsletters) and Storage of Cookies**

1. Unless otherwise stated by the Purchaser, the Purchaser agrees to receive from the Seller information related to products, services or the Seller's enterprise and to receive commercial messages to the Purchaser's email address.
2. The Seller is interested in permanent improvement of the user-friendliness of the Eshop, i.e. to use the cookies to operate the Eshop. Cookies are small text files that are stored on the visitor's computer while browsing the Eshop to enable the Seller to perform occasional monitoring of the movement of visitors in the Eshop. If the Seller starts using the cookies, the home page of the Eshop will display clear information about cookies and invite the visitor to agree to the use of cookies. The visitor may not grant the consent to use cookies, in which case the Seller can not guarantee the full functionality of the Eshop.

### **IX. Delivery**

1. The Parties may exchange any correspondence by e-mail to the e-mail address which was either registered in Purchaser's the User Account or an email address stated in the order form, and vice versa to the email address stated on the Seller's website.

### **VIII. Final Provisions**

1. Any agreements between the Seller and the Purchaser are governed by a valid law of the Czech Republic. If the relationship based on the Purchase Agreement includes an international (foreign) element, the parties agree that the relationship is governed by law of the Czech Republic. This does not affect the rights of the Consumers resulting from generally binding legislation.
2. In this Agreement, unless the context clearly indicates otherwise, the meaning of words in the singular includes the meaning of the words in the plural and vice versa.
3. In the event that these T&C are available to the Purchaser in multiple language versions, the Czech version takes priority.
4. In the event that a certain provision of these T&C is invalid, ineffective or unusable (or come to such state), the provision that most closely matches the sense of the invalid, ineffective or unusable provision, will be used instead. The invalidity, ineffectiveness or unavailability of one provision will not affect the validity of the remaining provisions.
5. In matters not governed by these T&C is governed by the Conditions set out in the Eshop. The information about individual technical steps leading to the conclusion of the Purchase Agreement are evident from the Eshop.
6. The Seller is entitled to sell products on the basis of the Trade License and the activity of the Seller is not subject to any other authorization. Trade checks are carried out under the authority of the relevant Trade Licence Office. Protection of personal data is supervised by the Office for Personal Data Protection (<http://www.uoou.cz>). Monitoring of compliance with legislation on technical requirements and safety of the products is carried out by the Czech Trade Inspection (<http://www.coi.cz>). The Czech Trade Inspection also carries out monitoring of compliance with consumer protection rules. Consumer rights are also protected by their Interest Associations and other Entities for consumer protection.
7. Any possible complaints are dealt with by the Seller through the contact email or telephone number. Česká obchodní inspekce, with registered office Štěpánská 567/15, 120 00 Praha 2, Identification Number: 000 20 869, [www.coi.cz](http://www.coi.cz) is relevant



competent authority to alternative consumer dispute resolution in relation to the Purchase Agreement. The Seller is not bound by any codes of conduct as regards the relationship to the Purchaser or does not voluntarily comply with any of them (as defined in Sec. 1826 paragraph 1 point e) of the Civil Code).

8. The contents of the Seller's Eshop, all of the mentioned material (texts, photos, pictures, logos, etc.) and the contents of the related printed media (promotional brochures, advertisements etc.), including the software of the Eshop and these T&C are protected by copyright of the Seller and may also be protected by other rights of the Seller and/or the third parties. The Contents may not be modified, copied, reproduced or distributed by the Purchaser or the Consumer or used by any third party for any purposes without a written consent of the Seller. **In particular, it is prohibited to make public any photos and texts placed in the Eshop (for a payment or free of charge) without the prior written consent of the Seller.** In the case of failure to observe this prohibition the Seller will proceed in particular in accordance with the Act no. 121/2000 Coll., Copyright Act, as amended, and the Act no. 40/2009 Coll., The Penal Code, as amended. The names and indications of products, goods, services and companies can be registered trademarks of their respective owners.
9. The Seller will not be liable for errors resulting from interference of any third parties to the Eshop or as a result of its use in conflict with its purpose. The Consumer or the Purchaser may not use any procedures during the use of the Eshop that could have a negative impact on its operation and must not engage in any activities that would allow them or the third parties to unlawfully interfere with or use of the software or other content of the Eshop or to use the Eshop or its sections or its software in a way that would be in contradiction with its intended use or purpose.
10. The Purchase Agreement including these T&C is stored and archived by the Seller in electronic form and is not accessible to the third parties. The provisions of these T&C and the law on granting the Purchase Agreements and the T&C to the Purchaser are not in any way affected. The Purchase Agreement including the T&C will be provided by the Seller to the Purchaser on demand electronically by email.
11. **In the case of an enquiry regarding the T&C and the Purchase Agreement the Seller will immediately provide the Purchaser with all the necessary information.**
12. The Seller reserves the right to make changes (to certain adequate extend) to these T&C pursuant to Sec. 1752 of the Civil Code. The amended version of the T&C will be published by the Seller on the website and the Purchaser will be notified of the changes by email and reasonably in advance before the amended T&C come into effect. The Purchaser has the right to decline the changes of the T&C in writing, not later than the date on which they take effect. If the Purchaser does not decline the changes of the T&C in time, the contractual relationship is governed by the amended version of the T&C. If the Purchaser completely declines the changes/amended version of the T&C, the Seller and the Purchaser are entitled to prematurely terminate the relevant contractual relationship by mutual agreement or notice. The notice period in this case is 2 months after the written notice about the change of the T&C to the other contractual party.
13. Annex No. 1 hereto is a sample form for withdrawal from the Purchase Agreement.
14. Annex No. 2 hereto is the Rules for Complaints.
15. The Purchaser and the Seller undertake to resolve any disputes amicably, respectively using a mediator. In case of solving their relations through the court, the parties negotiate local competence in terms of the Sec. 89a of the Civil Procedure to the jurisdiction of the District Court for Prague 5, respectively **Municipal court for Prague,** respectively **Regional Court in Prague.**

These T&C come into effect on **25.2.2018**.