

GENERAL BUSINESS TERMS AND CONDITIONS – SERAPA E-SHOP

1. Basic provision

- 1.1. These general terms and conditions (hereinafter " **GTC** ") regulate the relations between the contracting parties, in particular purchase contracts, work contracts or other contracts, where on one side the entrepreneur is the company SERAPA s.r.o., Company ID: 28381475, with registered office at Mikuláše z Husi 623/7, Nusle (Prague 4), 140 00 Prague, registered in the commercial register maintained by the Municipal Court in Prague, sp. stamp C 137535/MSPH. (hereinafter "**SERAPA**") and on the other side is the customer or customer (hereinafter "**Customer**").
 - 1.2. A customer is a consumer or entrepreneur.
 - 1.3. A consumer is any person who enters into a contract with *SERAPA outside the scope of his business activity or outside the scope of independent performance of his profession or deals with him in any other way.*
 - 1.4. An entrepreneur is a person who independently performs a gainful activity on his own account and responsibility in a trade or similar manner with the intention of doing so consistently in order to achieve profit. For the purposes of consumer protection, any person who concludes contracts related to their own business, production or similar activity or in the independent performance of their profession, or a person who acts on behalf of or on behalf of an entrepreneur is also considered an entrepreneur. For the purposes of these General Terms and Conditions, an entrepreneur is a person who acts in accordance with the previous sentence as part of his business activity. If the Customer states his identification number in the order, he acknowledges and agrees that the rules specified in the GTC for entrepreneurs apply to him.
 - 1.5. By placing an order, the customer confirms that he has familiarized himself with these General Terms and Conditions before concluding the contract, an integral part of which is the communication from *SERAPA* prior to concluding the contract contained in Article 2 of these General Terms and Conditions and the Complaints Procedure, and that he was sufficiently informed of the General Terms and Conditions before placing the order, had the opportunity to familiarize themselves with them and that they expressly agree with them, in the wording valid and effective at the time the order is sent by the Customer.
 - 1.6. The customer is aware that by purchasing products offered by *SERAPA*, he does not have any rights to use the registered brands, trade names, company logos, patents, etc. of *SERAPA* or its contractual partners, unless in a specific case a special contract agreed otherwise.
 - 1.7. *SERAPA's* legal relations with the Customer not expressly regulated by these GTC are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter "**Civil Code**"), Act No. 634/1992 Coll., on Consumer Protection, as amended, as well as related regulations.
 - 1.8. The individual contract between *SERAPA* and the Customer is superior to the GTC.
- ### 2. Communication from *SERAPA* before the conclusion of the contract
- 2.1. *SERAPA* announces that:
 - a. the costs of means of communication at a distance do not differ from the basic rate (in the case of internet and telephone connection according to the terms and conditions of the Customer's operator and *SERAPA* does not charge any additional fees, this does not apply to any contractual transport or special packaging of goods in the *SERAPA range*);
 - b. requires payment of the purchase price on the basis of an invoice issued to the Customer by *SERAPA* with a maturity of 10 days from its issuance, unless otherwise agreed (e.g. if the purchase price is not paid directly on the basis of a payment gateway or via cash on delivery), any obligation to pay an advance or similar payment in the amount of 50% of the purchase price refers to the Customer's requirements for the provision of specific services, if they are required and provided, in particular the modification or provision of *SERAPA* products at the Customer's *request* (e.g. customization of goods), other advances or similar payments are not *SERAPA* required, unless otherwise expressly stated in the *SERAPA offer for a specific product*;
 - c. The customer does not conclude contracts, the subject of which is repeated fulfillment, in case such a contract is concluded, or if such contracts were mediated, the shortest period for which the parties will be bound by the contract is communicated by the provider of the given performance, including information on the price, or the method of its determination for one settlement period, which is always one month, if this price is fixed;
 - d. in the case of license agreements concluded for an indefinite period, the price of the license is negotiated for the entire duration of the license, unless otherwise stated;
 - e. the prices of goods and services are shown on the website operated by *SERAPA* including and excluding VAT, including all fees established by law, however the cost of delivering goods or services varies according to the chosen method and transport provider and the method of payment;
 - f. in the event **that the Customer is a consumer, such Customer has the right to withdraw from the contract (unless otherwise stated below), within a period of fourteen (14) days, which runs, in the case of (i) a purchase contract, from the date of acceptance** goods, (ii) a contract, the subject of which is several types of goods or the delivery of several parts, from the date of acceptance of the last delivery of goods; or (iii) a contract, the subject of which is the regular repeated supply of goods, from the date of acceptance of the first supply of goods; whereas this withdrawal must be sent to the address of the *SERAPA headquarters* or delivered to *SERAPA*, according to the conditions set out in these GTC, using the model withdrawal form available at the *SERAPA headquarters* or on the official website of *SERAPA*;
 - g. The Customer cannot withdraw from the contract, in the case of contracts for (i) the provision of services that *SERAPA* fulfilled with the prior express consent of the Customer before the expiry of the period for withdrawing from the contract, especially when providing service for goods or additional services provided by *SERAPA*; (ii) on the delivery of goods or services, the price of which depends on fluctuations in the financial market independently of the will of *SERAPA* and which may occur during the withdrawal period; (iii) on the delivery of goods that have been modified or manufactured according to the wishes of the Customer or for his person; (iv) on repair or maintenance carried out at a place designated by the Customer at his request; however, this does not apply in the case of subsequent repairs other than requested or delivery of spare parts other than requested for goods in the *SERAPA range*; (v) for contracts for perishable goods, (vi) for other reasons specified in § 1837 of the Civil Code;
 - h. in the event of withdrawal from the contract, the Customer shall bear the costs associated with returning the goods, and in the case of a contract concluded via a means of distance communication, the costs for returning the goods, if these goods cannot be returned by the usual postal route due to their nature;
 - i. The customer is obliged to pay a proportional part of the price in the event of withdrawal from the contract, the subject of which is the provision of services and the performance of which has already begun;
 - j. contract, or the relevant invoice will be stored in the *SERAPA electronic archive*;
 - k. if the Customer has a complaint, he can apply it in writing to *SERAPA*.
- 2.2. The customer acknowledges that information about the properties of the sold products or goods in the *SERAPA* assortment, in particular the name of the product, weight,

- quantity, size or other identification of the goods, including the nature of the services provided, the method of use or maintenance, the danger resulting from incorrect use or maintenance, as well as the risk related to the service or goods provided, are always listed for each product in the *SERAPA assortment* on the individual product card, or are attached directly to the goods or services ordered by the Customer. Product prices remain valid for the time they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually agreed conditions.
- 2.3. All presentation of goods placed in the catalog of the online store is of an informative nature and *SERAPA* is not obliged to conclude a purchase contract regarding these goods.
- 3. A conclusion of the contract**
- 3.1. The contract between the Customer and *SERAPA* can be concluded by:
- a. The customer accepts the proposal to conclude a contract on the website operated by *SERAPA* (i.e. www.mjakes.com) by placing the requested performance (goods or service) in the basket. Before the Customer confirms the order in a binding manner, the Customer has the right to change both the required performance, transport and method of payment, i.e. check all the data entered in the order. The purchase contract is created by sending the order by the Customer after choosing the transport and payment method and accepting the order by *SERAPA*. *SERAPA will immediately confirm* the conclusion of the contract to the Customer by means of an informative e-mail to the e-mail specified by the Customer, including sending the current General Terms and Conditions and related documentation;
 - b. The customer sends a written order to the address of *SERAPA* containing the performance (goods or service) selected by him and offered by *SERAPA*, including the indication of his personal or identification data, the method of transport and the method of payment. A written order also means an electronic message sent to the *SERAPA e-mail address* (i.e. info@mjakes.com). The purchase contract is created by sending a written order by the Customer and acceptance of such order by *SERAPA*. *SERAPA* will immediately confirm the conclusion of the contract to the Customer by an informative e-mail to the e-mail address specified by the Customer. *SERAPA* can respond to a written order with an amendment, reservation or restriction, especially in the case of a request to modify or manufacture goods according to the Customer's wishes. Such a response is considered a new offer and the purchase contract is only concluded upon new acceptance of such an offer by the Customer. This method of concluding a purchase contract is considered an individual communication between the Customer and *SERAPA*.
- 3.2. *SERAPA* bears no responsibility for any errors in data transmission.
- 3.3. The attached confirmation of the formation of the contract, which has no effect on the formation of the contract, is the current version of the GTC, including the Complaints Procedure of *SERAPA*, as well as a sample for withdrawing from the purchase contract. The resulting contract (including the agreed price) can be changed or canceled only based on the agreement of the parties or on the basis of legal reasons, unless otherwise stated in the General Terms and Conditions. *SERAPA* reserves the right not to accept and cancel the order without giving reasons. The Customer acknowledges and agrees that the cancellation of the order will occur especially if the requested goods in the order made by the Customer are not in stock at *SERAPA*, or will not be available for a long time due to reasons on the part of the manufacturer or a third party, of which *SERAPA* will inform the Customer via an informative email. In case of rejection of the order by *SERAPA* for any reason, the Customer has no right to compensation for damages or other damages.
- 3.4. The concluded contract is archived by *SERAPA* for a period of at least five (5) years from its conclusion, but no longer than for the period according to the relevant legal regulations, for the purpose of its successful fulfillment and is not accessible to third parties. Information on the individual technical steps leading to the conclusion of the contract can be found in these GTC, where this process is described in detail.
- 3.5. The contract is concluded in the Czech language, unless otherwise agreed between the parties. In the event of an agreement in a language other than Czech, the text of the contract is provided bilingually, in Czech and a foreign language. In the event of a dispute over the interpretation of the contract, the Czech version takes precedence.
- 3.6. The customer acknowledges that *SERAPA* processes the following personal data as part of the order and subsequent conclusion of the purchase contract, namely: E-mail address, first name, last name, address of permanent residence, or delivery address, if different from the address of permanent residence, including city and zip code, telephone contact, bank account number, or other payment information, cookies, IP.
- 4. Delivery of the purchase item**
- 4.1. With the purchase contract, *SERAPA* undertakes to hand over the item to the Customer and allow him to acquire ownership of it, and the Customer undertakes to take over the item and pay the purchase price to *SERAPA*.
- 4.2. *SERAPA* reserves the right of ownership to the item, and therefore the Customer becomes the owner only after full payment of the purchase price, this does not apply in the case of building or merging the item. Similarly, this rule applies in the case of purchasing a service.
- 4.3. *SERAPA* will hand over the item as well as the documents related to the item to the Customer and enable the Customer to acquire ownership of the item in accordance with the contract.
- 4.4. *SERAPA* will fulfill the obligation to deliver the item to the Customer if it allows him to handle the item at the place of performance and notifies him in time.
- 4.5. If *SERAPA* is to send the item, it will hand over the item to the Customer - entrepreneur by handing it over to the first carrier for transportation for the Customer and enable the Customer to exercise the rights from the transport contract against the carrier, *SERAPA* will only hand over the item to the Customer - consumer at the moment of handing over the item from the carrier.
- 4.6. *SERAPA* will hand over the purchase item to the Customer in the agreed quantity, quality and design. Although when selling goods in the *SERAPA assortment*, it uses measuring devices that meet the requirements set by a special legal regulation governing the field of metrology, deviations in the declared quantity may occur during loading or packaging. The customer acknowledges that the permissible deviation in quantity, especially in weight, is a maximum of +/- 5% of the guaranteed weight by *SERAPA*. The customer further agrees that in the case of preparation of goods to be loaded or weighed by *SERAPA*, the weight is rounded mathematically to whole units of the appropriate measure (e.g. kilogram, liter, etc.).
- 4.7. If it is not agreed how the thing should be packed, *SERAPA will pack* the thing according to customs; if they are not, then in a manner necessary for the preservation of the thing and its protection.
- 4.8. With regard to the minimization of damages and the provision of trouble-free supply, *SERAPA* reserves the right to deliver goods to a Customer who, within one order and/or one day, ordered goods for a total value exceeding CZK 100,000 incl. VAT, only after payment of the purchase price up to 100%. Once the Customer has paid the total purchase price of the purchased goods, *SERAPA will carry out* the shipment in accordance with the Customer's requirements set out in the order.
- 4.9. In the event that the Customer finds himself in a delay in taking over the goods, he is obliged to pay *SERAPA* reasonable costs incurred by *SERAPA* as a result of the Customer's delay (in particular, costs incurred by storing the goods at *SERAPA*, costs incurred by storing the goods in a third-party warehouse, etc.). The goods will not be issued to the

- Customer until he has paid these purposefully incurred costs associated with the preservation of the goods. If the Customer is in arrears with taking over the goods for a period exceeding ten days, SERAPA is entitled to withdraw from the sales order.
- 4.10. SERAPA's delay in delivering the goods, SERAPA is obliged to inform the Customer without undue delay, but no later than within 3 working days, of an alternative period of performance reasonably corresponding to the nature and quantity of the delivered goods. If SERAPA is in arrears with the delivery of the goods even within this replacement period, the Customer is entitled to withdraw from the sales order.
- 5. Passing of risk of damage**
- 5.1. A thing is defective if it does not have the agreed properties. The fulfillment of another item and defects in the documents necessary for the use of the item are also considered a defect.
- 5.2. The Customer's right from defective performance is based on a defect that the item has when the risk of damage passes to the Customer, even if it becomes apparent only later. The Customer's right will also be based on a defect that arose later, which SERAPA caused by breaching its duty.
- 5.3. If possible, the customer inspects the item as soon as possible after the risk of damage to the item has passed and makes sure of its properties and quantity.
- 5.4. The risk of damage passes to the Customer upon receipt of the item. The same has the effect if the Customer does not take over the thing, even though SERAPA has allowed him to handle it.
- 5.5. Damage to property, which occurred after the risk of damage to property has passed to the Customer, does not affect his obligation to pay the purchase price, unless SERAPA caused the damage by breaching its obligation.
- 5.6. The Customer's delay in taking over the item gives SERAPA the right to sell the item in a suitable manner after prior notification to SERAPA's account, after providing the Customer with an additional reasonable period for taking over. This also applies if the Customer delays payment, which is conditional upon the delivery of the item.
- 6. Liability of SERAPA**
- 6.1. SERAPA answers to the Customer that the item has no defects upon receipt. In particular, SERAPA responds to the Customer that at the time the Customer took over the item,
- the item has the properties agreed upon by the parties and, in the absence of an agreement, such properties that SERAPA or the manufacturer has described or that the Customer expected with regard to the nature of the goods and on the basis of the advertising carried out by them or on the basis of the product card listed on the official JAKES website INVEST;
 - the item is suitable for the purpose that SERAPA states for its use or for which the item of this type is usually used;
 - the quality or design of the thing corresponds to the contracted sample or model, if the quality or design was determined according to the contracted sample or model;
 - is a thing in a corresponding quantity, measure or weight; and
 - the matter complies with the requirements of legal regulations.
- 6.2. If a defect becomes apparent within six months of receipt, it is considered that the item was already defective upon receipt.
- 6.3. The customer is entitled to exercise the right from a defect that occurs in the consumer goods within twenty-four months of receipt, unless otherwise stated, but this does not apply to:
- for an item sold at a lower price due to a defect for which a lower price was agreed;
 - for the wear and tear of the thing caused by its usual use;
 - in the case of a used item, for a defect corresponding to the degree of use or wear and tear the item had when it was taken over by the Customer; or
 - if it follows from the nature of the thing, and especially further if it is about things intended for immediate consumption.
- 6.4. Individual deadlines are regulated in more detail in the Complaints Regulations.
- 6.5. For a Customer who is an entrepreneur, the deadline for exercising rights from defective performance may be regulated differently, if this is explicitly stated for the given type of goods, the deadline thus stated takes precedence. The deadline is explicitly stated for the goods in such a case.
- 6.6. The right of defective performance does not belong to the Customer if the Customer knew before taking over the item that the item had a defect, or if the Customer himself caused the defect.
- 6.7. If the item has a defect for which SERAPA is liable, and if it is an item sold at a lower price or a used item, the Customer has the right to a reasonable discount instead of the right to exchange the item.
- 6.8. If requested by the Customer, SERAPA will confirm to him in writing the extent and duration of his obligations due to defective performance and how the Customer can exercise their rights.
- 7. Material breach of contract**
- 7.1. If defective performance is a material breach of contract, the Customer has the right to:
- to eliminate the defect by delivering a new item without a defect or by supplying a missing item, if this is not unreasonable due to the nature of the defect, but if the defect concerns only a part of the item, the Customer can only request the replacement of the part; if this is not possible, he can withdraw from the contract. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the Customer has the right to have the defect removed free of charge;
 - to remove the defect by repairing the item;
 - for a reasonable discount from the purchase price; or
 - withdraw from the contract.
- 7.2. The customer informs SERAPA which right he has chosen, upon notification of a defect, or without undue delay after notification of a defect. The Customer cannot change the choice made without the consent of SERAPA; this does not apply if the Customer requested repair of a defect that turns out to be irreparable. If SERAPA does not remove the defects within a reasonable period of time or if it notifies the Customer that it will not remove the defects, the Customer may demand a reasonable discount from the purchase price instead of removing the defect, or may withdraw from the contract.
- 7.3. If the Customer does not choose his right in time, he has the same rights as in the case of a minor breach of contract - see below.
- 7.4. The customer - consumer has the right to a reasonable discount even if SERAPA cannot deliver a new item without defects, replace its part or repair the item, as well as in the event that SERAPA does not remedy the situation in a reasonable time or if the remedy would affect the consumer considerable difficulties.
- 8. Minor breach of contract**
- 8.1. If the defective performance is an insignificant breach of the contract, the Customer has the right to have the defect removed, or to a reasonable discount from the purchase price.
- 8.2. As long as the Customer does not exercise the right to a discount on the purchase price or withdraw from the contract, SERAPA can supply what is missing or remove the legal defect. Other defects can be removed by SERAPA at its option by repairing the item or delivering a new item.
- 8.3. If SERAPA does not remove the item's defect in time or refuses to remove the item's defect, the Customer may request a discount from the purchase price, or may withdraw from the contract. The Customer cannot change the choice made without the consent of SERAPA.
- 9. Breach of contract in general**
- 9.1. The Customer has the right to deliver a new item or replace a part even in the case of a removable defect, if the item cannot be used properly due to the repeated occurrence of the defect

- after repair or due to a larger number of defects. In such a case, the Customer has the right to withdraw from the contract.
- 9.2. Upon delivery of a new item, the Customer returns the originally delivered item (including all supplied accessories) to *SERAPA at its expense*.
- 9.3. If the Customer did not report the defect without unnecessary delay after he could have discovered it during a timely inspection and sufficient care, the court will not grant him the right from defective performance. If it is a hidden defect, the same applies if the defect was not reported without undue delay after the Customer could have discovered it with sufficient care, but no later than two years after handing over the item.
- 10. Quality guarantee**
- 10.1. As a quality guarantee, *SERAPA* undertakes that the item will be suitable for use for its usual purpose or that it will retain its usual properties for a certain period of time. The indication of the warranty period or the period of use of the item on the packaging or in advertising also has these effects. A guarantee can also be provided for an individual part of the item.
- 10.2. The warranty period starts from the delivery of the item to the Customer; if the item was shipped according to the contract, it runs from the time the item is delivered to the destination. If the purchased item is to be put into operation by someone other than *SERAPA*, the warranty period starts from the day the item is put into operation, if the Customer ordered the putting into operation no later than three weeks after taking over the item and properly and timely provided the necessary cooperation to perform the service.
- 10.3. The Customer has no right under the warranty if an external event caused the defect after the risk of damage to the item has passed to the Customer, or if the Customer caused such a defect through his actions or as a result of improper handling of the item.
- 10.4. *SERAPA* does not provide a quality guarantee to Customers who are entrepreneurs.
- 11. Withdrawal from the contract by the consumer**
- 11.1. The consumer has the right to withdraw from the contract within fourteen (14) days if the contract was concluded in accordance with Article 3.1. letter a) or b). The period according to the first sentence runs from the date of conclusion of the purchase contract, namely:
- from the day of receipt of the goods; or if it is
 - its subject is several types of goods or the delivery of several parts, from the date of acceptance of the last delivery of goods; or
 - its subject is regular repeated delivery of goods, from the date of acceptance of the first delivery of goods.
- 11.2. *SERAPA* allows the consumer to withdraw by sending an electronic message to the *SERAPA e-mail address* (i.e. info@mjakes.com), *SERAPA* will confirm its acceptance to the consumer in text form without undue delay.
- 11.3. You can also withdraw by correspondence, by sending the withdrawal to the address:
Radimova 23429/36, Prague 6, 16900
- 11.4. If the consumer withdraws from the contract, he shall send or hand over to *SERAPA* without undue delay, no later than fourteen (14) days from the withdrawal from the contract, the goods he received from *SERAPA* at his own expense.
- 11.5. The consumer should return the goods complete, i.e. including all supplied accessories, with complete documentation, undamaged, clean, if possible including the original packaging, in the condition and value in which he received the goods.
- 11.6. If the consumer decides to withdraw within the specified period, we recommend to speed up the processing of the withdrawal to the address *SERAPA* together with the attached cover letter with the possible reason for withdrawing from the purchase contract (not a condition), with the number of the purchase document and the specified bank account number or with , whether the amount will be returned or whether it will be used for the next purchase.
- 11.7. The consumer is liable to *SERAPA* only for the reduction in the value of the goods, which occurred as a result of handling these goods in a different way than it is necessary to handle them with regard to their nature and characteristics.
- 11.8. If the consumer withdraws from the contract, *SERAPA will return* to him without undue delay, no later than fourteen (14) days from the withdrawal from the contract, all funds received from him on the basis of the contract in the same way.
- 11.9. , if the consumer withdraws from the contract, *SERAPA* is not obliged to return the received funds to the consumer before the consumer hands over the goods or proves that *SERAPA* has sent the goods.
- 11.10. If the consumer exercises his right of withdrawal, *SERAPA* recommends using the model withdrawal form published on the website, upon delivery of which *SERAPA* will confirm its receipt without prejudice.
- 12. Withdrawal in other cases**
- 12.1. Withdrawal from the contract in other cases is possible only for legal reasons.
- 12.2. The customer cannot withdraw from the contract or demand the delivery of a new item if he cannot return the item in the condition in which he received it. that doesn't apply
- if there was a change in condition as a result of the inspection for the purpose of detecting a defect in the item;
 - if the Customer used the item before the defect was discovered;
 - if the Customer did not cause the impossibility of returning the item in an unchanged state by action or omission; or
 - if the Customer sold the item before the defect was discovered, if he used it, or if he changed the item during normal use.
- 12.3. If the Customer does not report the defect in time, he loses the right to withdraw from the contract.
- 12.4. If conditions acceptable to both parties are not agreed upon, the goods will be returned at the expense of *SERAPA*. *SERAPA* is entitled to charge the Customer any additional costs incurred in connection with this.
- 12.5. *SERAPA* is entitled to withdraw from the purchase contract due to the stock being sold out, the unavailability of the goods, or when the manufacturer, importer or supplier of the goods has stopped the production or importation of the goods. *SERAPA* immediately informs the Customer via the email address specified in the order and returns within 14 days of the notification of withdrawal from the purchase contract all funds, including delivery costs, received from him under the contract, in the same way, or in the way specified by the Customer.
- 13. Information security and protection**
- 13.1. *SERAPA* declares that all personal data are confidential, will only be used to fulfill the contract with the Customer and *SERAPA's marketing campaigns* (including those carried out with *SERAPA's contractual partners*) and will not otherwise be published, provided to a third party, etc., except in situations related to distribution or payment system related to ordered goods (communication of name, account number and delivery address) or special marketing events. *SERAPA* proceeds in such a way that the data subject does not suffer damage to his rights, especially the right to preserve human dignity, and also takes care to protect against unauthorized interference in the private and personal life of the data subject. Personal data that is provided voluntarily by the *SERAPA Customer* for the purpose of fulfilling the order and marketing actions of *SERAPA* is collected, processed and stored in accordance with the relevant legal regulations. Data provided by the Customer when ordering and for the purpose of concluding a purchase contract or other contract are processed by *SERAPA* only and exclusively for the purpose of fulfilling this contract. The Customer can find more information on the processing of personal data in the information memorandum on the processing of personal data published

- on the official website of *SERAPA* in the " *business terms* " section.
- 13.2. As part of the complaint procedure, the following information is required from Customers: name, surname, address, telephone number, e-mail and signature or digital signature. All personal data obtained in this way are processed exclusively for the purpose necessary to settle the complaint and in accordance with the set rules for the protection of personal data.
- 13.3. *SERAPA* reserves the right to refuse the Customer's order created from a blocked IP address, in the event that this IP address is on the so-called *blacklist* , *in order to prevent criminal activity and minimize damages* . In case of problems with the order, the Customer can contact *SERAPA* via an *electronic message to the SERAPA* email address (info@mjakes.com).
- 14. Opening hours**
- 14.1. Orders via the online store at www.mjakes.com: 24 hours a day, 7 days a week.
- 14.2. In the event of an information system failure or force majeure, *SERAPA* is *not* responsible for non-compliance with operating hours.
- 15. Prices**
- 15.1. All prices are negotiable. In the online e-shop www.mjakes.com there are always up-to-date and valid prices in EURO (EUR).
- 15.2. The prices listed for individual products are final, i.e. including VAT, or all other taxes and fees that the Customer must pay in order to obtain the goods, however, this does not apply to any fees for transport, cash on delivery and the costs of communication by remote means, which are indicated only within the so-called shopping basket and their amount depends on the Customer's choice .
- 15.3. However, the customer acknowledges that the final prices for the products are given after rounding to whole crowns in accordance with the relevant legal regulations, so in specific situations there may be a slight deviation in the final sum of all purchased products from the purchase price stated in this way, this is given precisely due to rounding to whole crowns. Detailed breakdown of the purchase price, incl. pennies, is always listed in the Customer's basket.
- 15.4. Promotional prices are valid until stock runs out when specifying the number of promotional items or for a specified period of time.
- 15.5. The original price means the price of the goods or services at which the goods or services in question are offered by *SERAPA* without taking into account all possible bonuses, sales promotion marketing campaigns and other discount events.
- 15.6. In the event that there was an obvious technical error on the part of *SERAPA* when indicating the price of the goods in the online store, or during the ordering process, *SERAPA* is *not* obliged to deliver the goods to the Customer at this obviously incorrect price, even if the Customer was sent an automatic confirmation of receipt of the order according to these terms and conditions. *SERAPA* informs the Customer of the error without undue delay and sends the Customer 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 confirmation of acceptance by the Customer to the *SERAPA* email address .
- 15.7. *SERAPA* reserves the right to declare the purchase contract invalid if there has been misuse of personal data, misuse of a payment card, etc., or due to the intervention of an administrative or judicial authority, the Customer will be informed of such a procedure without delay. The customer acknowledges that the purchase contract cannot be validly entered into in the above cases.
- 15.8. According to the Sales Registration Act, *SERAPA* is obliged to issue a receipt to the Customer in the event of a cash payment. At the same time, he is obliged to register the received sales with the tax administrator online; in the event of a technical failure, then within 48 hours at the latest.
- 16. Ordering**
- 16.1. The customer will receive the goods at the price valid at the time of ordering. This price will be indicated in the order and in the message confirming receipt of the order.
- 16.2. The customer, who is a consumer, has the opportunity to familiarize himself with the fact for how long the offer or price remains valid before placing the order. In the case of special order goods or goods that are not in stock, *SERAPA* will confirm the price and delivery date to the Customer in advance by telephone or e-mail. *SERAPA* is entitled to change this price due to the current market situation and depending on the development of the exchange rate of the Czech crown against foreign currencies. If the Customer does not agree with such a change, he does not confirm the order and it is not implemented. If the Customer is a consumer, he must be informed in advance of the fact that such goods are made-to-order goods, for which the purchase contract between the two contracting parties will only be concluded at the moment of specification of the offer by *SERAPA* .
- 16.3. You can order in the following ways:
- SERAPA* electronic store at www.mjakes.com , i.e. filling out the order form,
 - through your customer account, if you have previously registered in the online store,
 - by e-mail at info@mjakes.com;
 - in person at *SERAPA* offices ;
 - by phone at phone number +420 608 411 090, when the order is subsequently always confirmed by the Customer to the email address *SERAPA* , in this case it applies that in the case of a call initiated by the Customer, the following procedure applies to the individual negotiation of the purchase contract for the case of ordering similarly via e-mail.
- 16.4. When placing an order, the Customer selects the goods, the number of goods, the method of payment and delivery.
- 16.5. Before sending the order, the Customer is allowed to check and change the data he entered in the order. The Customer sends the order according to these GTC, see above. The information provided in the order is considered correct by *SERAPA* . The condition for the validity of the order is the filling in of all mandatory data in the order form and confirmation by the Customer that he has familiarized himself with these terms and conditions.
- 16.6. *SERAPA* recommends that Customers place orders through the *SERAPA* *electronic store* . The photos shown on the store's website are only illustrative and may not correspond to a fully specific product, but only to its type.
- 16.7. Immediately after receiving the order, *SERAPA* will send the Customer a confirmation of receipt of the order to the email address that the Customer entered when placing the order. This confirmation is automatic and does not constitute a contract. The current terms and conditions of *SERAPA* are attached to the confirmation . The purchase contract is concluded only after *SERAPA* *accepts the order* . Notification of order acceptance is delivered to the Customer's email address. / *Immediately after receiving the order, SERAPA will send the Customer a confirmation of receipt of the order to the email address that the Customer entered when placing the order. This confirmation is considered the conclusion of the contract. The current terms and conditions of SERAPA are attached to the confirmation. The purchase contract is concluded by confirming the SERAPA order to the Customer's email address .*
- 16.8. The order is only valid after confirmation by the e-shop operator. The Customer is informed of the confirmation by e-mail. *SERAPA* reserves the right not to accept the order without giving reasons.
- 16.9. All orders received by *SERAPA* are binding. The Customer may cancel the order until *the SERAPA order acceptance notification has been delivered to the Customer* . The customer can cancel the order by calling the *SERAPA* phone number or email listed in these terms and conditions.
- 16.10. The customer will be informed about the exact time of delivery of the ordered goods via e-mail. The length of delivery of the ordered goods and the cost of transport depends on the

method of transport chosen by the Customer and also on the availability of the goods.

17. Payment Terms

- 17.1. *SERAPA* accepts the following payment terms:
 - a. payment in cash or by payment card during personal collection at the establishment;
 - b. *SERAPA* bank account No. 315700829/0300, maintained at ČSOB
 - c. by non-cash transfer through (i) Shoptet pay and further (ii) PayPal credit card or PayPal account
 - d. cash on delivery upon delivery of the goods (cash is taken from the customer by the carrier - the customer also pays the so-called cash on delivery);
 - e. payment on an invoice due 10 days after the invoice is issued (only for entrepreneurs if the conditions are met).
- 17.2. Together with the purchase price, the Customer is obliged to pay *SERAPA* 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.
- 17.3. In the case of payment by invoice, the invoice is issued no later than the day of delivery of the goods. In case of non-compliance with the due date of the invoice, the Customer is obliged to pay a contractual penalty for late payment in the amount specified by law, from the amount owed per day.
- 17.4. In the case of payment through a payment gateway, the Customer follows the instructions of the relevant electronic payment provider.
- 17.5. In the case of payment by bank transfer, the price is considered paid on the day the relevant amount is credited to the *SERAPA bank account* published for this purpose on the website www.mjakes.com.
- 17.6. If, based on the order, the goods are to be modified according to the Customer's wishes, the Customer is obliged to pay 50% of the price within ten (10) days of the written confirmation of the price of such goods by the parties. If the Customer does not pay the price according to the previous sentence, it is considered that he has withdrawn from the contract. The remaining part of the purchase price shall be paid by the Customer in accordance with the payment conditions specified in these General Terms and Conditions. The Customer acknowledges that *SERAPA* will not start the modification or commissioning of the production of the goods at the Customer's request until the payment of part of the price according to the previous sentence.
- 17.7. *SERAPA* until full payment and acceptance, but the risk of damage to things passes to the Customer upon acceptance of the goods.
- 17.8. The Customer's invoicing data cannot be changed retroactively after the order has been sent.
- 17.9. *SERAPA* agrees otherwise with the Customer.

18. Terms of delivery

- 18.1. The goods are delivered to the buyer:
 - a. to the address specified by the Customer in the order
 - b. via the parcel drop-off to the drop-off address specified by the Customer,
 - c. by personal collection at the *SERAPA office*.
- 18.2. The choice of delivery method is made during the ordering of goods.
- 18.3. *SERAPA* provides or mediates the following delivery methods:
 - a. personal collection;
 - b. sending by the transport service – CR, namely by the Zásilkovna transport service or by the Czech Post cp. The shipping price is governed by the price list current on the day of the order or as agreed with *SERAPA*.
- 18.4. Individual modes of transport are offered according to the current availability of individual services. In the event of force majeure or failure of the information system, *SERAPA* is not responsible for delayed delivery of goods.
- 18.5. *SERAPA* will deliver the goods to the Customer in full, no later than 30 days after the confirmation of the order, unless a different delivery period is specified for individual goods. If the item is marked " *in stock* ", *SERAPA* will ship the item within

two working days at the latest. The Customer acknowledges that the delivery period for goods may be longer, especially for goods modified at the Customer's request, of which *SERAPA is obliged* to notify the Customer in advance by telephone or by e-mail specified in the order.

- 18.6. All the offered modes of transport, their current conditions and prices can be found on the website [HERE](#) (link to the website).
- 18.7. Together with the purchase price, the Customer is obliged to pay *SERAPA* also the costs associated with the transport and payment of the goods, in the amount published on the *SERAPA* website, and the Customer is informed of this price before sending the order.
- 18.8. If, according to the purchase contract, *SERAPA* is obliged to deliver the goods to the place specified by the buyer in the order, the Customer is obliged to take over the goods upon delivery. If, for reasons on the part of the Customer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the Customer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.
- 18.9. When taking over the goods from the carrier, the Customer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier immediately. In the event of a violation of the packaging indicating an unauthorized intrusion into the shipment, the Customer does not have to accept the shipment from the carrier.

19. Other conditions

- 19.1. In the case of picking up an order that has been paid for in advance via the Internet, *SERAPA* or its contractual partner may require the presentation of an identification card (OP or passport), in order to prevent damage and to prevent the legalization of proceeds from criminal activity. Without presenting any of these documents, *SERAPA* or its contractual partner may refuse to issue the goods.
- 19.2. The goods purchased by the Customer-legal entity will only be handed over to the statutory body of the given legal entity or to a person who proves himself with a certified power of attorney. The goods purchased by the self-employed Customer will only be handed over upon presentation of a valid identification card (ID or passport).
- 19.3. The customer is obliged to check with the carrier immediately upon delivery the condition of the shipment (number of packages, damage to the box, intactness of the tape with the company logo, if available) according to the attached waybill. The customer is entitled to refuse acceptance of a shipment that is not in accordance with the purchase contract because the shipment is, for example, incomplete or damaged. If the Customer takes over the shipment damaged in this way from the carrier, it is necessary to describe the damage in the carrier's handover protocol.
- 19.4. *SERAPA* by e-mail or post without undue delay. An additional complaint about the incompleteness or external damage of the shipment does not deprive the Customer of the right to complain about the item, but it gives *SERAPA* the opportunity to prove that this is not a violation of the purchase contract.
- 19.5. *SERAPA* is not responsible for errors arising as a result of interventions by third parties in the online store or as a result of its use contrary to its purpose. When using the online store, the customer must not use procedures that could have a negative effect on its operation and must not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store without authorization, or its parts or software equipment in such a way that would be contrary to its purpose or purpose.
- 19.6. The customer hereby assumes the risk of a change in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code

20. Warranty conditions

- 20.1. The warranty conditions for goods are governed by the *SERAPA Complaints Regulations* and the relevant legal regulations of the Czech Republic. A proof of purchase usually

serves as a warranty card (for details, see the Complaints Regulations).

available at *SERAPA's headquarters and offices* or electronically at www.mjakes.com.

21. Customer's account

- 21.1. Based on the Customer's registration in the online store, the Customer can access his customer account. The Customer can order goods from his customer account. The customer can also order goods without registration.
- 21.2. When registering for a customer account and when ordering goods, the Customer is obliged to enter all data correctly and truthfully. The Customer is obliged to update the data listed in the customer account in case of any change. The data provided by the Customer in the customer account and when ordering goods are considered correct by *SERAPA*.
- 21.3. Access to the customer account is secured by a username and password. The customer is obliged to maintain confidentiality regarding the information necessary to access his customer account. *SERAPA* is not responsible for any misuse of the customer account by third parties.
- 21.4. The customer is not authorized to allow third parties to use the customer account.
- 21.5. *SERAPA* may cancel the customer account, especially if the Customer does not use his customer account for a longer period of time, or if the Customer violates his obligations under the purchase contract and these terms and conditions.
- 21.6. The customer acknowledges that the customer account may not be available continuously, especially with regard to the necessary maintenance of *SERAPA's hardware and software equipment*, or necessary maintenance of hardware and software equipment of third parties.
- 21.7. Within the customer account, the Customer has the option to change or add to his personal data.
- 21.8. The customer acknowledges that for the period of establishment and existence of his customer account, he is considered a regular customer by *SERAPA and a legitimate purpose is given on the part of SERAPA* for the processing of the customer's personal data.

22. Final Provisions

- 22.1. Relationships and any disputes that arise on the basis of the contract will be resolved exclusively according to the law of the Czech Republic and will be resolved by the relevant courts of the Czech Republic.
- 22.2. Pursuant to the Act on Consumer Protection (No. 634/1992 Coll.), a buyer who is a consumer has the right to an out-of-court settlement of a consumer dispute arising from a purchase contract or a contract for the provision of services. The entity that is authorized to conduct out-of-court dispute resolution is the Czech Trade Inspection. More information is available on the website www.coi.cz.
- 22.3. An out-of-court settlement of a consumer dispute is initiated exclusively at the consumer's suggestion, and only if the dispute could not be resolved directly with *SERAPA*. The proposal can be submitted no later than 1 year from the date on which the consumer exercised his right, which is the subject of the dispute, with *SERAPA* for the first time.
- 22.4. The consumer has the right to initiate an out-of-court dispute resolution online through the ODR platform available on the website ec.europa.eu/consumers/odr/.
- 22.5. *SERAPA* undertakes to prioritize the out-of-court settlement of disputes with the Customer, if the Customer does not reject them.
- 22.6. During the duration of the negotiations on the out-of-court settlement of the dispute, the statute of limitations and preclusion periods according to the Civil Code do not run or start to run, until one of the parties to the dispute expressly refuses to continue the negotiations.
- 22.7. www.coi.cz) supervises compliance with the obligations under the Act on Consumer Protection (No. 634/1992 Coll.).
- 22.8. The customer acknowledges that *SERAPA* is entitled to unilaterally change the GTC, according to the terms of the Civil Code.
- 22.9. The contract is concluded in the Czech language.
- 22.10. These General Terms and Conditions, including their parts, are valid and effective from 24/09/2024, and are