

## GENERAL TERMS AND CONDITIONS OF THE WMW66-COSTUMES.COM E-SHOP

These general terms and conditions ("**Conditions**") of WMW66-Costumes.com, operated by Valeria Beloglazova, registered at Preperska 1698, Turnov 511 01, IČO ID number 05561132, registered in the entrepreneurial register of the Czech republic, email [eshop@wmw66-costumes.com](mailto:eshop@wmw66-costumes.com), hereinafter referred to as {"**We**"} or {"**Seller**"} regulate, in accordance with Section 1751(1) of Act No. 89/2012, the Czech republic Civil Code, as amended ("**Civil Code**"), mutual rights and obligations of you as the buyer and us as the seller arising in connection with or on the basis of a purchase contract ("**Contract**") concluded through the e-shop on the website <https://wmw66-costumes.com>.

All information regarding the processing of your personal data is contained in the Privacy Policy, which can be found here: <https://wmw66-costumes.com/privacy-policy>.

The provisions of these Conditions are an integral part of the Contract. The Contract and the Conditions are executed in the Czech language. The wording of the Conditions may be unilaterally amended or supplemented. This provision does not affect the rights and obligations arising during the effectiveness of the previous wording of the Conditions.

As you are aware, our communication primarily takes place remotely. Therefore, the means of distance communication enabling us to reach an agreement without simultaneous physical presence of both parties, as well as the contract being concluded in a remote manner through the e-shop's web interface, apply to our Contract.

If any part of the Conditions contradicts what we have agreed upon during the process of your purchase on our e-shop, the specific individual agreement shall prevail over these Conditions.

### 1. DEFINITIONS

1. **Price** is the financial amount you will pay for the Goods.
2. **Shipping cost** is the financial amount you will pay for the delivery of the Goods, including the cost of packaging.
3. **Total price** is the sum of the Price and Shipping cost.
4. **VAT** is value-added tax according to applicable legal regulations.
5. **Invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total price.
6. **Order** is your binding proposal for the conclusion of a Purchase Agreement for the Goods with Us
7. **You** are the person purchasing on Our e-shop, referred to as the buyer under legal regulations.
8. **Goods** are everything that can be purchased on the e-shop.

## **2. GENERAL PROVISIONS AND INFORMATION**

1. The purchase of Goods is possible through the e-shop's web interface or another written agreement with the customer.
2. When purchasing Goods, it is your obligation to provide Us with all information correctly and truthfully. Therefore, the information you have provided to Us in the Order will be considered correct and truthful.
3. We also provide access to reviews of the Goods made by other consumers on our e-shop. We ensure and verify the authenticity of such reviews by linking them to specific orders. Therefore, in our internal system, we can see the linked order ID for each review, and we are able to verify and demonstrate that the review comes from a real consumer.

## **3. CONCLUSION OF CONTRACT**

1. The contract with Us can only be concluded in Czech or English.
2. The contract is concluded remotely through the e-shop, and you bear the costs of using remote communication means. However, these costs do not differ from the basic rate that you pay for using these means (especially for internet access), so you should not expect any additional costs charged by Us beyond the Total Price. By submitting the Order, you agree that we use remote communication means.
3. To conclude the contract, you must create an Order on the e-shop. This proposal must include the following information:
  - a. Information about the purchased Goods (on the e-shop, you select the Goods you are interested in purchasing by clicking the "Add to cart" button or similar)
  - b. Information about the Price, Price for shipping, payment method of the Total Price, and desired delivery method of the Goods. This information will be entered as part of the Order creation process in the e-shop user interface, and information about the Price, Price for shipping, and Total Price will be automatically provided based on the selected Goods, delivery method, and payment method
  - c. Your identification and contact information necessary for us to deliver the Goods, particularly your name, surname, delivery address, phone number, and email address.
4. During the creation of the Order, you may change and review the information until the Order is completed. After reviewing by clicking the "Order and pay" button, you will complete the Order. However, before clicking the button, you must confirm that you have read and agreed to these Terms and Conditions; otherwise, it will not be possible to complete the Order. A checkbox is provided for this confirmation. After clicking the send button, all completed information will be sent directly to Us and recorded in the e-shop system.
5. We will confirm your Order to you by sending a message to your email address provided in the Order as soon as possible after we receive it. The confirmation will include a summary of the Order and these Terms as an attachment to the email message. The Terms in force on the day of the Order, i.e. in the version attached as an annex to the confirming email message, form an integral part of the Agreement. By confirming the Order, the Agreement is concluded between Us and You.
6. There may be cases when we cannot confirm your Order. This is especially true when the Goods are unavailable or when you order more units of Goods than we allow. However, we will always inform you of the maximum number of Goods

allowed in the E-shop in advance, so it should not come as a surprise. If there is any reason why we cannot confirm your Order, we will contact you and send you an offer to conclude an Agreement in a modified form compared to the Order. In such a case, the Agreement is concluded when you confirm Our offer.

7. In case a clearly incorrect Price is indicated in the E-shop or in the Order, we are not obliged to deliver the Goods to you at that Price, even if you have received confirmation of the Order and thus concluded the Agreement. In such a situation, we will contact you immediately and send you an offer to conclude a new Agreement in a modified form compared to the Order. In such a case, the new Agreement is concluded when you confirm Our offer. A clearly incorrect Price is, for example, a situation where the Price does not correspond to the usual price charged by other sellers, or where there is a missing or excess digit.
8. If the Agreement is concluded, you are obligated to pay the Total Price.
9. If you have created a user account, you can place an Order through it. However, even in such a case, you are obliged to check the correctness, truthfulness, and completeness of the pre-filled information. However, the method of creating the Order is identical to that of a buyer without a user account, but the advantage is that it is not necessary to repeatedly fill in your identification data.
10. In some cases, we allow you to use a discount for the purchase of Goods. To provide a discount, you need to fill in the information about this discount in the designated field within the Order form. If you do so, the Goods will be provided to you at a discounted price.

#### **4. PRICING AND PAYMENT TERMS, RESERVATION OF OWNERSHIP RIGHTS**

1. The price is always stated within the E-shop, in the order proposal, and of course in the Contract. In case of a discrepancy between the price stated for the Goods in the E-shop and the price stated in the order proposal, the price stated in the order proposal shall apply, which will always be the same as the price in the Contract. The price for shipping is also stated in the order proposal, as well as the conditions for free shipping.
2. The total price includes VAT and all fees established by law.
3. We will require payment of the total price from you after the Contract has been concluded and before the Goods are delivered. You can make the payment of the total price online by card. In this case, the payment is processed through the MyPos payment gateway, and the payment is subject to the conditions of this payment gateway, which are available online. In case of payment by card online, the total price is due within 24 hours.
4. An invoice will be issued in electronic form after the total price has been paid and will be sent to your email address. The invoice will also be physically attached to the Goods.
5. Ownership of the Goods passes to you only after you have paid the total price and taken possession of the Goods. In case of payment by bank transfer, the total price is paid by crediting Our account, in other cases it is paid at the time of payment.

## 5. DELIVERY OF GOODS, TRANSFER OF RISK OF DAMAGE TO GOODS

1. The goods will be delivered to you within the usual time frame of 0 to 4 weeks, according to your choice of delivery method, which may include:
  - a. Delivery in the Czech Republic through the shipping companies Česká pošta, PPL CZ
  - b. Delivery in the EU through the shipping companies Česká pošta, DHL
  - c. Worldwide delivery through the shipping company Česká pošta.
2. The goods can be delivered worldwide according to the current offering of carriers.
3. The delivery time of the goods always depends on their availability and the chosen method of delivery and payment. The estimated delivery time will be provided in the order confirmation. The delivery time stated in these Terms and Conditions is for orientation purposes only and may differ from the actual delivery time. In the case of personal pick-up at a store, you will always be informed by email about the possibility of picking up the goods.
4. Upon receipt of the goods from the carrier, it is your responsibility to check the integrity of the packaging of the goods, and in case of any defects, to immediately notify the carrier and us. In the event of damage to the packaging indicating unauthorized manipulation and entry into the shipment, it is not your obligation to accept the goods from the carrier.
5. If you fail to fulfill your obligation to receive the goods, except in cases under Article 5.4 of these Terms and Conditions, this does not constitute a breach of our obligation to deliver the goods to you. However, in such a case, we have the right to terminate the contract due to your material breach of the contract. The goods will usually be stored at the local post office for one week, and if not collected, they will be returned. In such a case, we may refund the price of the goods after deducting our postage costs. Termination of the contract does not affect the right to payment of the shipping cost or compensation for any damage incurred.
6. If, due to reasons on your side, the Goods are delivered repeatedly or in a way other than agreed in the Contract, it is your obligation to reimburse Us for the costs associated with such repeated delivery. We will send you the payment details for these costs to the email address provided in the Contract and they are due within 14 days of the email delivery.
7. The risk of damage to the Goods passes to you at the moment you accept and claim delivered goods. If you do not receive the Goods, except for cases under Article 5.4 of these Terms and Conditions, the risk of damage to the Goods passes to you at the moment when you were supposed to receive them but did not do so for reasons on your side. The transfer of risk of damage to the Goods means that from this moment on, you bear all consequences associated with the loss, destruction, damage, or any devaluation of the Goods.
8. If the Goods were not listed as in stock in the E-shop and an approximate availability time was provided, we will always inform you in case of:
  - a. extraordinary production outage of the Goods, and we will always provide you with a new expected availability time or information that the Goods cannot be delivered.
  - b. delay in delivering the Goods from Our supplier, and we will always provide you with a new expected delivery time.

## **6. LIABILITY FOR DAMAGES**

1. We are responsible for any damages caused to you in connection with the purchase of the Goods in accordance with applicable laws, including but not limited to the Civil Code and the Consumer Protection Act.
2. We are not liable for damages caused by circumstances beyond our control (force majeure).
3. Our liability for damages is limited to the amount of the purchase price of the Goods.
4. We are not liable for any indirect or consequential damages, loss of profit or other similar damages.
5. We are not liable for any damages caused by improper use of the Goods or by your breach of obligations under the Contract or these Terms and Conditions.
6. You are responsible for ensuring that the Goods are used properly and in accordance with their intended purpose, and that any installation or assembly is carried out in accordance with the instructions provided.
7. If you discover any damages caused to the Goods during transportation, you must immediately inform the carrier and us in writing. 7.8. Any disputes arising in connection with liability for damages will be resolved in accordance with applicable laws and before competent courts.
8. If you caused the defect in the Goods yourself, you are not entitled to rights from defective performance.
9. Wear and tear of the Goods caused by its normal use or wear and tear corresponding to the extent of its previous use in the case of used Goods is not a defect of the Goods.
10. When making a complaint, we will issue a written confirmation to you stating:
  - a. the date on which you made the complaint.
  - b. the content of the complaint.
  - c. the method of settlement of the complaint that you require.
  - d. your contact details for the purpose of providing information on the settlement of the complaint.
11. If we do not agree on a longer period, we will eliminate defects within 30 days of receiving the complaint and provide you with information on the settlement of the complaint at the contact details provided by you. If this period expires in vain, you may withdraw from the contract or demand a reasonable discount.
12. We will inform you by e-mail about the settlement of the complaint and issue you a confirmation of the date and method of settlement of the complaint. If the complaint is justified, you are entitled to reimbursement of the reasonable costs incurred. You are obliged to prove these costs, for example, by receipts or confirmations of the price of transport. If the defect is remedied by delivering new Goods, it is your obligation to return the original Goods to us, but we will cover the costs of this return.
13. If you are a business owner, it is your obligation to report and claim a defect without undue delay after you could have detected it, but no later than three days from the date of receipt of the Goods.
14. If you are a consumer, you have the right to assert rights from defective performance for a defect that occurs in consumer Goods within 24 months of receipt of the Goods.

## **7. CANCELLATION OF CONTRACT**

1. You have the right to cancel the contract without giving any reason within 14 days of receiving the goods if you are a consumer (i.e. buying goods outside of your business activities). You can do so by notifying us in writing or by using the withdrawal form provided by us.
2. If you cancel the contract, you must return the goods to us within 14 days of cancellation and bear the cost of returning the goods to us. We will refund the purchase price within 14 days of receiving the goods, but may deduct from the refund any reduction in the value of the goods caused by your handling of them beyond what is necessary to establish their nature, characteristics and functioning.
3. We may cancel the contract before delivering the goods if there are objective reasons why we cannot deliver the goods, or if you provide false information in your order. If you are a business customer, we may cancel the contract at any time without giving a reason.

## **8. DISPUTE RESOLUTION WITH CONSUMERS**

1. We handle consumer complaints through our email address [eshop@wmw66-costumes.com](mailto:eshop@wmw66-costumes.com) and provide information on their resolution via email to the buyer.
2. The Czech Trade Inspection Authority located at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, website: <http://www.coi.cz> is competent for out-of-court settlement of consumer disputes arising from the contract. The online dispute resolution platform available at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, arising from an electronic contract.
3. The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskypotrebitel.cz>, is a contact point under Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

## 9. FINAL PROVISIONS

1. If our legal relationship includes an international element (such as delivering goods outside the Czech Republic), Czech law will always apply. However, if you are a consumer, your rights under legal regulations will not be affected by this agreement.
2. All written correspondence will be sent to you via email. Our email address is listed in our identification details. We will send correspondence to the email address provided in the Contract, User Account, or through which you contacted us.
3. The Contract can only be modified based on our written agreement. However, we are authorized to change and supplement these Terms, but this change will not affect contracts already concluded, only contracts that will be concluded after the effective date of this change or contracts through which we will regularly and repeatedly deliver goods to you. We will inform you of any changes at least 14 days prior to their effective date. If we do not receive notice of contract termination for regular and repeated delivery of goods within 14 days of the information about the change, the new terms become part of our Contract and apply to the next delivery of goods following the effective date of the change. The notice period for termination is 1 month.
4. In the event of force majeure or unforeseeable events (natural disasters, pandemics, operational disruptions, supplier outages, etc.), we are not responsible for damages caused by or related to force majeure, and if the state of force majeure lasts for more than 10 days, both you and we have the right to terminate the Contract.
5. The Terms include a sample complaint form and a sample withdrawal form.
6. The Contract, including the Terms, is archived in electronic form with us, but is not accessible to you. However, you will always receive these Terms and a summary of the order via email, and will therefore always have access to the Contract even without our cooperation. We recommend saving the order confirmation and the Terms.

These Terms are effective as of February 1, 2023.

**ATTACHEMENT NO. 1 – WARRANTY FORM – SEND TO EMAIL**

**Address to send:** **WMW66-Costumes.com, eshop@wmw66-costumes.com**

**WARRANTY FORM**

Date of purchase:	
Your name:	
Your address:	
You e-mail:	
What product(s) does your warranty request relates to:	
Please describe any and all defects in specific detail and feel free to attach e. g. links to photos or video:	
Preferred way to handle the warranty request – repair/replace/refund	
Preferred way to receive refunds, if any	

I am also requesting a confirmation of my complaint with details on when I asserted this right, what is the content of the complaint, the type of resolution I am seeking, along with my contact information for the purpose of providing information on the complaint resolution.

Date:

Signature:



**ATTACHEMENT NO. 2 – CONTRACT WITHDRAWAL FORM – SEND TO EMAIL**

**Address to send:**            **WMW66-Costumes.com, eshop@wmw66-costumes.com**

**I hereby conclude the following contract withdrawal:**

Date of purchase:	
Your name:	
Your address:	
You e-mail:	
What specifically does your withdrawal relate to, any further specification:	
Preferred way to receive refunds, if any:	

Date:

Signature: