

**Galerie Zdeněk Sklenář**

**General terms and conditions of sale – e-shop**

**I. General**

These general terms and conditions of sale (hereinafter referred to as “**Terms**”) shall govern all contractual relationships that have arisen between company **Galerie Zdeněk Sklenář s.r.o.**, with registered office at Mikulandská 135/7, 110 00 Praha 1 – Nové Město, Corporate ID: 27145948, Tax Corporate ID: CZ27145948, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, Insert No. 99745 (hereinafter referred to as “seller” or “gallery”) and a buyer. Contracting parties may, by express agreement, change, exclude or amend some of the provisions of the Terms solely by express written agreement of both parties (e.g. in purchase agreement) provided that other provisions of the Terms shall remain applicable and valid. Parties further agreed that for international trade also INCOTERMS 2000 shall apply to relations that are governed by reference to the Terms, unless expressly agreed otherwise in particular contract.

**II. Establishment of contractual relationship [www.zdeneksklenar.cz](http://www.zdeneksklenar.cz)/[www.zdeneksklenar.com](http://www.zdeneksklenar.com)**

Gallery operates on website [www.zdeneksklenar.cz](http://www.zdeneksklenar.cz), [www.zdeneksklenar.com](http://www.zdeneksklenar.com) internet e-shop focused upon sale of artworks and audio-visual works, books, catalogues, posters, marketing materials, DVD, audiobooks, videos and other similar works and items that are either published by gallery or by third parties in co-operation with the gallery.

Buyer shall fill in and send order template provided that such template once is filled in and sent in a form an order, it shall then represent a binding order for purchase and delivery. Gallery will confirm receipt of an order and subsequently will process it and prepare purchased items, works and things for dispatch or delivery in accordance with buyer`s choice. Should the seller confirm the buyer`s order only partially or makes other change, reservation, amendment or limitation (hereinafter as “modified order”), such modified order shall be considered as a new contract proposal that has to be confirmed by the buyer. In such a case a contract shall be concluded once the seller receives written or e-mail confirmation of the modified order from the buyer.

**III. Prices**

1.Seller`s offer is contained in catalogue accessible on gallery website ([www.zdeneksklenar.cz](http://www.zdeneksklenar.cz) , [www.zdeneksklenar.com](http://www.zdeneksklenar.com) ) together with pricing while gallery does not guarantee until actual order confirmation that ordered work or item is in given time available.

2.Prices are stated inclusive of VAT in respective currency, unless expressly stated that quoted price does not include VAT. In case of sale to EU Member state, including Czech Republic, the price quoted without VAT shall be increased by VAT in valid rate in accordance with rules of the country where seller resides (Czech Republic), similarly in relation to other EU Member states.

3.Phone orders will be carried out only upon fully assumed risk by the buyer and only in case of seller discretionary decision.

**IV. Delivery deadlines, delivery methods**

1. Delivery deadlines are estimates only and are non-binding for the seller, because the actual delivery date usually depends on the delivery conditions of each particular transport company. Delivery deadline is met on the day of dispatch of the package or on the day of releasing the goods from the warehouse

# *Galerie Zdeněk Sklenář*

Mikulandská 135/7, Prague 1 – New Town, CZ

or on the day when goods is ready to be handed over to the buyer or to the transport provider selected by buyer. Delivery deadlines will be prolonged in case of occurrence of unexpected events that are not caused by the seller, e.g. force majeure events, natural disasters, strikes and other events that cannot be influenced by the seller.

2. Delivery method shall be determined by the buyer within filling up the order template and the gallery offers the following methods:

(a) within territory of the Czech Republic:

- (i) personal pick up in gallery branches in Prague and Litomyšl (free of charge)
- (ii) Czech Post parcel (according to then current price list – currently average parcel costs 119,- CZK incl. VAT)

(b) abroad:

- (i) FEDEX (buyer bears full costs),
- (ii) Czech Post parcel (according to then current price list depending on the destination and weight of the parcel – buyer bears full costs).

3. Payment for delivery costs (i.e. postal fees and packaging) is governed by the following rules:

- (a) order value less than 2.000,- CZK incl. VAT – within Czech Republic postal fees and packaging determined per Czech post price list,
- (b) order value above CZK incl. VAT – within Czech Republic postal fees and packaging paid by the gallery,
- (c) postal fees and packaging abroad:
  - (i) FEDEX to be paid fully by the buyer,
  - (ii) Czech Post parcel according to then current price list depending on the destination and weight of the parcel – buyer bears full costs.

4. Regarding e-books, audiobooks, films and videos offered by the gallery in a form of download the respective work is deemed to be delivered upon download completion, provided that in order for download to proceed purchase price has to be paid.

## **V. Payments**

1. Gallery accepts the following payment methods:

- (a) cash – enables personal takeover in gallery branches,
- (b) bank payment to gallery bank account (in CZK or in EUR), whereas payment credited to gallery bank account is a condition for dispatch of the parcel to the buyer,
- (c) in exceptional cases gallery may, on ad hoc basis, agree to send the parcel for payment on delivery.

2. Pursuant to Law on Electronic Records on Sale the seller is obliged to issue a payment receipt for the buyer. At the same time, he is obliged to record received payment at Financial Authority in online mode or in case of technical problems latest within next 48 hours.

## **VI. Reservation of ownership right**

1. Title to ownership of the goods shall be transferred to the buyer at the moment of full payment of the purchase price completion. Payment is considered to be completed at the moment when the amount is credited to seller`s bank account or at the moment when cash payment is done.

## **VII. Buyer`s consent with personal data processing**

1. Gallery declares that all personal data deliberately provided by the buyer are considered confidential and are processed in accordance with Personal Data Protection legislation and in line with these Terms. The personal data include name and surname, address, date of birth, phone number and e-mail address. Buyer hereby grants to the seller her/his own express consent to collect and process of these personal data for the purpose of performing the placed order and further for the purpose of organising official, art and marketing events, distribution of newsletters and other news and marketing alerts about gallery events, until gallery receives retraction of the consent from the buyer,

# *Galerie Zdeněk Sklenář*

Mikulandská 135/7, Prague 1 – New Town, CZ

such retraction to be sent to Galerie Zdeněk Sklenář s.r.o., Mikulandská 135/7, 110 00 Praha 1 – Nové Město, Czech Republic. Consent is granted for a period of 10 years, unless retracted earlier.

2. Gallery furthermore declares that all personal data are confidential and will be used solely for the purpose of performing the placed order and further for the purpose of organising official, art and marketing events, distribution of newsletters and other news and marketing alerts about gallery events and invitations.

3. None of the provided personal data will be published nor disclosed to a third party.

4. The Buyer expressly confirms to be aware that he/she is entitled (i) to retract the consent anytime, (ii) request information which personal data are being processed by the Gallery, (iii) request explanation regarding processing of personal data, (iv) request access to such data and demand their update or correction, (v) demand their deletion, and (vi) in case of doubts regarding compliance with data processing obligations to approach the Gallery or Office for protection of personal data.

## **VIII. Consumer right to withdraw from the contract**

If the purchase contract is concluded via distant means of communication (via e-shop in so called distant manner), consumer is, in accordance with Section § 1829 of the Civil Code, entitled to withdraw from the contract within 14 days from the date of takeover of goods. This right may be asserted only in case if the buyer is an individual person – consumer, provided however that such right shall not be applied for purchase of press, magazines, recordings once open and also in relation to digital files, films and videos. Buyer confirms to be aware that, in relation to digital files, films and videos delivered via online download, the buyer loses the right to withdraw from the contract upon their delivery.

Pursuant Section § 1820 letter f) of the Civil Code seller hereby provides guidance for customers regarding right to withdraw from the contract in accordance with Decree 363/2013 Coll. in cases of purchase contract concluded via distant communication means:

*1.1 You have the right to withdraw from the concluded contract within 14 days without stating a reason.*

*1.2 You have right to withdraw from the contract without stating a reason within 14 days from the day of delivery of goods, i.e. from the day when you or person designated by you (other than transport provider) take over the goods.*

*1.3 For the purpose of exercising right to withdraw from the contract you have to inform about withdrawal from the contract seller - Galerie Zdeněk Sklenář s.r.o., Mikulandská 135/7, 110 00 Praha 1 – Nové Město, Czech Republic, e-mail: [jana.svecova@zdeneksklenar.cz](mailto:jana.svecova@zdeneksklenar.cz) in a form of unilateral legal statement (e.g. letter sent by postal service provider or via e-mail). You can use below provided template for contract withdrawal, however its utilisation is not mandatory.*

*1.4 In order to meet deadline for withdrawal from the contract, it is sufficient to send the contract withdrawal prior expiration of the relevant deadline.*

### *2. Contract withdrawal consequences*

*2.1 We will return the payment after receipt of returned goods in undamaged state or should you prove that you already sent the goods, depending what happens first.*

#### *2.2*

##### *a) Good takeover*

*You shall send the goods without undue delay, in any case not later than 14 days after the date of withdrawal, back to the address of the seller. Deadline is deemed to be met if you send the goods back to us before 14 days period expires.*

##### *b) Costs associated with return of the goods*

*Buyer bears all direct costs associated with returned goods.*

##### *c) Responsibility for reduced value of returned goods*

*You are responsible for reduced value of the goods that was caused by use or disposition with the goods in other way than extent necessary for inspection of the goods, its features, character and its functionality.*

### Template of announcement of contract withdrawal

#### *Announcement of contract withdrawal*

*Galerie Zdeněk Sklenář s.r.o.*

*Mikulandská 135/7, 110 00 Prague 1 – New Town, CZ; Corporate ID 27145948, VAT ID CZ27145948*

*Registered in the Commercial Register at the Municipal Court in Prague, Section C, File No. 99745, Represented by Company Executive Zdeněk Sklenář*

# *Galerie Zdeněk Sklenář*

Mikulandská 135/7, Prague 1 – New Town, CZ

- Addressee Galerie Zdeněk Sklenář s.r.o., Mikulandská 135/7, 110 00 Praha 1 – Nové Město, Czech Republic,  
e-mail: [jana.svecova@zdeneksklenar.cz](mailto:jana.svecova@zdeneksklenar.cz)

- I hereby inform, that I exercise my right to withdraw from the contract for purchase of (\*)/ for provision of services (\*)

- Date of order (\*)/ date of delivery (\*)

- name and surname of the consumer

- address of the consumer

- Signature (only if this template is sent in document form)

- Date

(\*) Non-appropriate to be deleted or additional information to be filled in.

In order to ensure smooth and non-problematic return of the goods we ask you to follow the following procedure:

1. Contact us with request to withdraw from the purchase contract while stating also order/invoice No., purchase date and date of takeover of the goods. After review we will ask you for submission of written announcement of contract withdrawal and its delivery to us.

2. The goods in question send to us via recommended post and insured to our invoice address. We do not bear responsibility for loss or damage during transport. Goods has to be complete (including all documents and accessories), unused, non-damaged and packed in such a way to protect its original packaging from damage. Do not send returned goods in a form cash payment upon delivery (such goods will not be taken over by us).

## **IX. Warranty, warranty periods**

1. Buyer shall, in respect of each delivery of goods, immediately upon its receipt check its correctness, completeness and potentially visible damages or defects caused during transport. Any detected defects have to be enumerated on the delivery note and confirmed by transport provider, otherwise they will not be acknowledged. The buyer shall immediately notify other defects detected after unpacking of the goods to the seller.

2. Buyer`s rights stemming from defects of the goods are regulated by relevant provisions of the Czech Republic Civil Code in consideration of the character of purchased goods.

3. Defect liability shall not arise and warranty defects shall not arise in case when: (a) goods that was proven to be used in conflict with its purpose, and/or (b) was used inappropriately in respect of its features or in conflict with its purpose, (c) was deliberately modified, changed or connected to other items not supplied by the seller. Reason for warranty claim shall not be also small discrepancies in parameters or colour tones, caused in particular by natural character of the used materials. Defect liability as well as warranty shall not also apply for defects caused by normal wear and tear.

4. Pursuant to Section § 1820 sub-section.1) letter j) of the Civil Code the buyer is entitled to submit its eventual complaint, that had not been solved to his satisfaction by the relevant gallery employee, to competent Czech court or to Czech Trade Inspection.

## **X. Governing law, competent court**

1. Laws of the Czech Republic are governing. Application of UN Treaty on International Sale of Goods is expressly excluded. Locally competent court for both parties in case of dispute shall be Regional Court Prague 1 or Municipal Court in Prague. Seller has a right to seek its demands in the seat of the buyer.

2. Should any of provisions of the Terms be in conflict with Civil Code of the Czech Republic, relevant regulation of the Civil Code shall be applied, nonetheless other provisions of the Terms shall remain intact.

## **XI. Other Provisions**

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1. Upon completion and sending of the filled in order in gallery e-shop these Terms become effective between contractual parties and buyer confirms that he has acquainted himself with their content, agrees to them and accepts them.
2. These general terms and conditions of sale became effective on 23<sup>rd</sup> April 2018.

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