

## I. INTRODUCTORY PROVISIONS

These General Terms and Conditions (hereinafter referred to as the "**Terms**") govern the rights and obligations between Lobkowicz Events Management, s. r. o. (hereinafter referred to as the "**Seller**"), and individuals, who do not act within the scope of their business or entrepreneurial activity or within the scope of their independent performance (hereinafter referred to as the "**Buyer**"), arising on the basis of purchase agreements (hereinafter referred to as the "**Agreement**") concluded through an online store operated by the Seller at [eshop.lobkowicz.cz](http://eshop.lobkowicz.cz) (hereinafter "**E-shop**").

## II. SELLER'S CONTACT DETAILS

### a. Seller's identification data:

Trading company: **Lobkowicz Events Management, s. r. o.**

Registered office: Nelahozeves, Zámek Nelahozeves 1, Mělník District, Postal Code 27751

Business ID No: 26747367

Entry in the Commercial Register: Commercial Register kept by the Municipal Court in Prague, Section C, File 91183

### b. Seller's contact details:

Lobkowicz Palace

Address: Jiřská 3, 119 00 Prague 1, Czech Republic

E-mail: [eshop@lobkowicz.cz](mailto:eshop@lobkowicz.cz)

Telephone: +420 233 312 939

### c. Premises and place for personal collection:

Lobkowicz Palace

Address: Jiřská 3, 119 00 Prague 1, Czech Republic

Telephone: + 420 702 201 145

E-mail: [palace@lobkowicz.cz](mailto:palace@lobkowicz.cz)

Opening hours for personal collection:

Daily from 10 a.m. to 6 p.m.

## III. OFFER, ORDER OF GOODS AND AGREEMENT CONCLUSION

The Buyer offers to buy souvenirs, collectibles and gift items (hereinafter referred to as "**Goods**") through the E-shop. It is considered that the offer of the Goods by the Seller is an offer subject to the exhaustion of stocks or loss of the Seller's ability to perform.

The Buyer may conclude the Agreement by accepting the Seller's proposal to conclude the Agreement by placing the required Goods in the "Basket", either as an unregistered or registered E-shop user, and then proceed to sending the order.

The Buyer is also obliged to choose the Goods delivery method and the payment method - the Buyer is obliged to state all mandatory data marked with the symbol

(\*) when filling in the order. The order cannot be sent without completing this information. In the event of the Buyer registering on the Seller's website for the purpose of setting-up a permanent account, the previous sentences apply *mutatis mutandis*.

At any time before sending the order, the Buyer has the right to check or change the required Goods, the delivery method and the payment method, including all personal data that they entered in the order.

By sending a binding order (hereinafter referred to as the “**Order**”), the Buyer confirms that they have read and agreed to the complete wording of these Conditions and all their components valid at the time of the Order's execution. The Buyer is sufficiently informed of these Terms before the Order's actual execution and has the opportunity to become acquainted with them, and also with the price of the ordered Goods. In the case of deviating written agreements, the provisions of these special terms and conditions apply.

The costs of using means of distance communication (Internet, etc.) for the Order's execution are in the normal amount, depending on the tariff of telecommunication services used by the Buyer.

The Buyer's Order is a proposal for the Agreement's conclusion, and the conclusion itself occurs at the time of the Order confirmation sent by the Seller, via email to the address specified by the Buyer in the Order or registration.

The Seller does not enter into agreements, whereby the subject is repeated performance.

#### **IV. GOODS PRICE AND PAYMENT TERMS**

Goods prices listed on the E-shop website are valid at the time that the Order is sent.

Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and Goods delivery in the amount specified in the Order. Goods prices listed in the E-shop also include value added tax.

If this is customary in business relations or if stipulated by generally binding legal regulations, the Seller shall issue a tax document (hereinafter referred to as the “**Invoice**”) to the Buyer regarding payments made on the basis of the Agreement. The Seller is a payer of value added tax. The Seller is obliged to issue an Invoice after payment of the Goods price and send it without undue delay in electronic form to the Buyer's electronic address.

Irrespective of the handover of Goods, the Buyer acquires ownership of the ordered Goods only after the purchase price has been paid in full. The Goods are owned by the Seller, until full payment of the purchase price.

#### **V. GOODS DELIVERY**

The Seller undertakes to deliver the Goods specified in the Agreement to the Buyer no later than fifteen working days from the Seller's Order confirmation. In the event that the Seller specifies a different delivery time for specific Goods, the Seller shall deliver the Goods within this specified period from the Order confirmation date. In the event that the Seller indicates the availability of Goods "in stock", they will send the goods no later than five working days following the Order confirmation date.

The Buyer is obliged to take over these Goods and pay the purchase price specified in the Agreement for them, including the Goods delivery costs. The Buyer is advised to check all Goods upon receipt.

Documents related to the Goods (especially invoices, etc.) shall be handed over by the Seller to the Buyer upon receipt of the Goods, in justified cases (e.g. in the event of technical difficulties on the Seller's part) no later than two days after the Buyer receives the Goods.

At the Buyer's request, the Seller shall confirm in writing to what extent and for how long their obligations arising from defective performance last and how the Buyer may exercise these rights (Complaints Procedure).

Transport and delivery of goods is chosen by the Buyer in the Goods Order, prices and delivery methods are governed by the current pricelist valid at the time of sending the Order available to the Seller [here](#). The Seller reserves the right to determine the delivery method for each individual type of Goods.

Should the Buyer delay in taking over the Goods, the Seller has the right to withdraw from the Agreement or sell the Goods in an appropriate manner after the expiry of an additional period, whereby the Buyer shall demonstrably notify by e-mail and provide a new reasonable period for taking over the Goods.

The Seller is entitled to offset storage costs against the Buyer as well as costs of futile delivery of Goods due to the Buyer's non-acceptance in the necessary amount against the proceeds of the sale.

## **VI. ORDER CANCELLATION AND AGREEMENT WITHDRAWAL**

In the event of concluding the Agreement via the E-shop (i.e. an Agreement concluded remotely (in the sense of the Civil Code), the Buyer is entitled to withdraw from the Agreement within 14 days of receiving the Goods or the final part of the delivery, regardless of the method of taking over the Goods or the payment method. The Buyer is entitled to withdraw from the Agreement within this period, or at any time before Goods delivery, without giving a reason. It is considered to be complied with the deadline when the Buyer sends the completed and signed form to the e-mail address or in writing to the Seller's address on the last day of this deadline.

In the event of the Buyer's withdrawal from the Agreement, the Seller is obliged to return all funds, including the delivery cost of Goods obtained from the Buyer under the Agreement, in the same way as they received payment, without undue delay, and no later than 14 days after the Buyer's withdrawal from the Agreement. With the Buyer's consent, the Seller may return the funds to them by another method.

If the Buyer has chosen a different delivery method other than the cheapest delivery method offered by the Seller, the Seller shall reimburse the Buyer with regard to the delivery costs in the amount corresponding to the cheapest offered delivery method.

The Buyer is obliged to send or handover the purchased Goods to the Seller without undue delay, no later than within 14 days of withdrawal from the Agreement. The Seller is not obliged to return the received funds before the Buyer hands over the Goods to them or proves that the Goods have been sent.

The cost of returning the Goods shall be borne by the Buyer.

In the event of withdrawal from the Agreement, the Buyer is responsible for any reduction in the Goods value, resulting from handling the Goods other than necessary to handle them with regard to their nature and properties. In this case, the Seller is entitled to claim compensation against the Buyer for the reduction in the Goods value and to deduct it from the amount returned.

The Buyer has no right to withdraw from the Agreement:

- a) on the provision of services, if they were fulfilled with their prior express consent before the expiry period for withdrawal from the Agreement and the Seller informed the Buyer before concluding the Agreement that they have no right to withdraw from the Agreement in such a case;
- b) on the delivery of Goods or services, whereby the price depends on fluctuations in the financial market independently of the Seller's and which may occur during the Agreement's withdrawal period;
- c) on the delivery of alcoholic beverages, which may only be delivered after thirty days and whereby the price depends on fluctuations in the financial market independent of the Seller's will;
- d) on the delivery of Goods that have been modified according to the Buyer's wishes or for their person;
- e) on the delivery of perishable Goods, as well as Goods that have been irretrievably mixed with other Goods after delivery;
- f) on repair or maintenance performed at a location designated by the Buyer at their request; however, this does not apply in the case of subsequent repairs other than those requested or the supply of spare parts other than those requested;
- g) on the delivery of the Goods in a closed package, that the Buyer removed from the package and it is not possible to return them for hygienic reasons;
- h) on the delivery of an audio or video recording or a computer programme, if the seal is broken their original packaging;
- i) on the supply of newspapers, periodicals or magazines;
- j) on accommodation, transport, meals or use of free time, if the Seller provides these services within the specified period;
- k) concluded on the basis of a public auction in accordance with the law governing public auctions; or
- l) on the delivery of digital content, if it was not delivered on a tangible medium and was delivered with the Buyer's prior express consent before expiry of the withdrawal period and the Seller informed the Buyer before the Agreement's conclusion that they have no right to withdraw from the Agreement in such a case.

**A sample of an Agreement withdrawal is available [here](#).**

The Seller is entitled to withdraw from the Agreement at any time before Goods delivery, if it is not objectively able to deliver the Goods to the Buyer for reasons within the scope of third parties and/or if it turns out that the Buyer breached a previously concluded Agreement.

The Seller also reserves the right to withdraw from the Agreement at any time with immediate effect if it demonstrably considers that the Buyer is purchasing the Goods in connection with its own business, production or similar activities or in the independent performance of their profession.

## **VII. RIGHTS AND OBLIGATIONS ARISING FROM DEFECTIVE PERFORMANCE**

### **a. Quality at acceptance**

The Seller is responsible to the Buyer with regard to Goods being without defects. If the taken over Goods have defects at the time of being taken over, especially e.g. if Goods do not have the agreed or legitimately expected properties, it is unsuitable for the purpose stated by the Seller for its use or for which the Goods are usually used, the Goods are not complete, do not correspond to the agreed template, the Goods are not in its corresponding quantity, measure, weight, the Seller is responsible for these defects.

The Buyer is entitled to exercise the right of defective performance from the Seller no later than two years from receipt of the Goods. The above shall not apply to defects on Goods sold at a lower price due to a defect, and therefore a lower price was agreed, wear and tear caused by its normal use, used goods corresponding to the degree of use or wear that the item had when taken over by the Buyer, or defects resulting by nature.

If this is not disproportionate due to the defect's nature, the Buyer may also request the delivery of new Goods; if this is not possible, the Buyer may withdraw from the Agreement. In the event that the defect concerns only a part of the Goods, the Buyer may only request a replacement for this part of the Goods. In other cases, the Buyer has the right to the defect's removal, free of charge and without undue delay.

In the event of a remediable defect, the Buyer has the right to the delivery of new Goods, replacement components, or withdrawal from the Agreement if they cannot use the Goods properly due to the defect's repeated occurrence after repair or for a larger number of defects.

If the Buyer does not exercise any of the above rights, they are entitled to a reasonable discount on the Goods purchase price.

If the defect becomes apparent within six months of the Buyer receiving the Goods, it is considered that the item was defective at the time of receipt.

The Seller is not obliged to comply with the Buyer's claim if they prove that the Buyer knew that the Goods were defective before taking them over or caused it themselves.

### **b. Legal rights from defects**

The Seller is responsible for defects arising after receipt of Goods within the 24-month warranty period. In the event that a shorter period is stated on the sold Goods, their packaging, in the attached instructions, in advertising or in the Agreement, this shorter period shall apply as the warranty period.

The Buyer is obliged to notify the Seller of the defect within this period, and without undue delay after they have been able to identify it with timely inspection and sufficient care.

In the event of a defect notification that constitutes a material breach of the Agreement (regardless of whether the defect is remediable or irreparable), the Buyer has the right to:

- a) eliminate the defect with the delivery of new Goods without defects or by delivery of missing Goods or its part;
- b) free removal of the defect by repair;
- c) a reasonable discount from the purchase price,
- d) refund of the purchase price on the basis of an Agreement withdrawal.

A substantial breach is an Agreement breach whereby the party in breach of the Agreement already knew or should have known at the time of the Agreement's conclusion that the other party would not have entered into the Agreement if they had foreseen such a breach.

In the event of a defect that means a minor breach of the Agreement (regardless of whether the defect is remediable or irreparable), the Buyer is entitled to remove the defect or a reasonable discount on the purchase price.

## **VIII. COMPLAINT SETTLEMENT**

The Buyer is entitled to file a complaint with the Seller, or with another person designated by the Seller (e.g. in the warranty document, in the confirmation issued by the Seller on the basis of a communication to the Buyer regarding their rights arising from defective performance), without undue delay after discovering a Goods defect. In the event that the Buyer exercises any of the rights of defective performance in writing or electronically, they shall state their data, the Goods defect, as well as the right from defective performance, which they have chosen (handling method regarding the complaint). The Seller shall confirm to the Buyer in writing when they have exercised the right, as well as the repair's execution and its duration, or in a written justification for the complaint's rejection.

### **Forms to download:**

[Exercising the right from defective performance \(complaint\)](#)

[Exercising the rights from defective performance for non-compliance with quality upon acceptance](#)

If the Buyer does not choose their right from a material breach of the Agreement on time, they have the same rights as in the case of a minor Agreement breach.

The Buyer is obliged to prove the purchase of Goods. The deadline for settling the complaint runs from the handover/delivery of Goods to the Seller or to the place

designated for repair. For this purpose, the goods should be packed in suitable packaging during transport to prevent possible damage, clean and complete (if required by the defect's nature and repair method).

The Seller is obliged to decide on the complaint immediately, no later than within three working days. This period does not include the time appropriate to the type of Goods required for a professional assessment of the defect. Information on the need for expert assessment will be communicated to the Buyer within this period.

The Seller shall settle the Buyer's complaint, including the defect's removal, without undue delay, no later than within 30 days of the complaint being lodged, unless the Seller and the Buyer agree in writing on a longer period. Vain expiry of this period is considered a material breach of the Agreement.

If the Seller refuses to remove the Goods defect, the Buyer may request a reasonable discount on the price or withdraw from the Agreement.

The warranty period is extended by the time from the claim to its settlement or until the time when the Buyer was obliged to pick-up the item.

The Seller undertakes to inform the Buyer in writing (by e-mail or via SMS) about the complaint's settlement.

In the case of a justified complaint, the Buyer is entitled to compensation for the purposefully incurred costs.

## **IX. PERSONAL DATA PROTECTION**

With the submission of a valid Order pursuant to Article III. of these Terms may be granted by the Buyer to the Seller, as a controller of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council from April 27<sup>th</sup>, 2016 on the protection of individuals with regard to personal data processing and on the free movement of such data and on cancellation of Directive 95/46/EC (General Regulation on Personal Data Protection) (hereinafter referred to as the "**Regulation**" or "**GDPR**"), consent to the processing of personal data provided by the Buyer to the Seller or in the future in connection with the Agreement by Agreements concluded on the basis of these Terms, particularly data specified in the Seller's Goods Orders.

The consent covers processing for marketing purposes, including profiling and the transfer of personal data within the Lobkowicz Group, whereby the Seller is a member (hereinafter the "**Group**"). In other cases, processing is performed on other legal bases, especially for the purpose of fulfilling the Agreement and on the basis of the Seller's legitimate interest.

The Buyer's personal data will be processed for the purpose of negotiating agreements between the Buyer and the Seller and the subsequent performance of already concluded Agreements (especially delivering Goods to the Buyer) on the basis of these Conditions, further for the purpose of creating customer databases of the Seller including the dissemination of the Seller's business communications and other companies from the Group in the sense of § 7 paragraph 2 of Act No. 480/2004 Coll., on certain information company services, as amended).

The Buyer's personal data will be processed automatically, and if they are provided by the Buyer in a form other than electronic, they will be converted into electronic form manually before being processed automatically. Details for individual processing purposes are as follows:

- a) The Seller processes the Buyer's or potential Buyer's personal data for the purpose of fulfilling the Agreement concluded with the Buyer and the necessary operations necessary for concluding this Agreement (Agreement performance). In this context, when concluding the Agreement (Goods Order), they require the (potential) Buyer's data necessary for delivering the ordered Goods (Agreement fulfilment) and their non-provision results in the Seller not being able to process the Order and the Agreement not being concluded. The Seller retains personal data for this purpose during the duration of the contractual relationship with the Buyer and until the end of the limitation period of any claims arising from it;
- b) The Seller also processes personal data for the purpose of direct marketing of their Goods, i.e. sending addressed offers to the Buyer or potential Buyer in the following ways:
  - by letter, electronic communication or by telephone based on the Buyer's consent, i.e. if the Buyer or another person has given their voluntary consent, for a 10 year' period;
  - The Buyer or another person may revoke their consent at any time, either by telephone, in writing, by e-mail or via the Seller's website, without affecting the lawfulness of data processing before revoking the consent;
- c) In order for the Seller to be able to send a (potential) Buyer offers of their Goods, or other events organised by the Seller that may be of interest to them, on the basis of the obtained personal data, the Seller may profile the persons concerned by monitoring their purchasing behaviour, with the Buyer's consent. No profiling shall be done on the basis of profiling which would have legal effects or significantly affect data subjects in a similar way;
- d) The Buyer or another data subject has the right to object to personal data processing for the purposes of direct marketing carried out in any of the above ways (postal / e-mail / telephone marketing) or also separately against profiling their shopping behaviour. In the event of an objection, the Seller will stop sending offers or profiling (according to the objection's content). In such a case, the Seller is entitled to process the Buyer's personal data to the necessary extent in order to fulfil the legal obligation, and not to send marketing communications to the Buyer or perform profiling;
- e) The Seller make a recording of their telephone customer line for the purpose of recording actions performed orally during a telephone call, such as ordering goods (concluding an agreement), changing it, granting consent to processing personal data, revoking it, exercising the rights of data subjects or GDPR, and others, with the consent of the person concerned. Caller / called (potential) buyer is notified of this fact at the start the call, and by continuing the call they agree to the recording. The (potential) buyer may revoke their consent at any time by telephone / e-mail / in writing, without prejudice to the lawfulness of the data processing prior to the revoking their consent. In

the case of revoking consent to the acquisition of a recording, during which the Goods Order or another legal act, the person concerned may be called upon to perform the legal act in another way (in writing / electronically). The Seller shall keep recordings for the time necessary to achieve a specific purpose (according to the recording's content), in the case of the Buyers for the Agreement's duration and the related limitation period or until revoking consent;

- f) The Seller is a member of the Group and provides personal data of Buyers and potential Buyers, or other persons (e.g. contractual partners contact persons) to companies in the Group on a consent basis (Buyers personal data) and for the Group's administrative activities based on legitimate interest. The Group processes this data for the time necessary to achieve the individual purposes of processing under the same conditions as the Seller;
- g) The Seller processes personal data in connection with the recovery of claims and defence against the claims of third parties on the basis of a legitimate interest in proving, asserting and defending legal claims. Processing is also necessary for the Agreement's performance, for the time necessary to recover the claim and during the statutory limitation / preclusion periods;
- h) The Seller also processes personal data where it is necessary to fulfil their legal obligations, especially in the field of accounting and tax regulations, on the basis of compliance with legal obligations (Accounting Act, Income Tax Act, VAT Act, Tax Code, Civil Code etc.). The data is stored for the period specified by individual laws.

The Buyer grants consent to personal data processing in cases where consent is required to the Seller on a voluntary basis for a 10 year' period and may revoke it at any time free of charge by notifying the Seller at the address or in the manner specified in Article II. of these Terms. Consent may be renewed repeatedly. The Buyer has the right to revoke consent to personal data processing at any time via written notice delivered to the Seller, without prejudice to the lawfulness of processing based on consent given before being revoked. The Buyer also has the right to access personal data, the right to correct or delete, or restrict personal data processing, the right to object to the processing, the right to data portability. The Buyer may, contact the Data Protection Officer appointed by the Seller (see contact details below) with their complaint, objection or request for information regarding personal data processing. In addition, the Buyer may contact the Office for Personal Data Protection, with its registered office at Pplk. Sochora 27, 170 00 Prague 7.

When revoking consent to personal data processing, the Buyer shall state their name and surname, or e-mail address, which they used for the Seller's customer database.

The Seller only processes personal data of people aged 18 and over. When contacting the Seller, the (Potential) Buyer is obliged to confirm that they are over 18 years of age.

The Seller is entitled to transfer personal data to personal data processors who process personal data on the basis of a contractual relationship with the Seller, as well as other companies from the Group as personal data controllers for the purpose of offering trade and services to the Buyer. Personal data may be provided to third parties if there is a legal basis for this, such as postal service providers or

courier companies in connection with delivering items, companies providing electronic communications services in connection with electronic communications, banks in connection with payment transactions, public authorities within exercise of their powers, tax, legal and the Seller's other advisers, the court and the executor in connection with recovering receivables, etc. Current list of personal data processors: DHL, Czech Post, Zásilkovna.

## **X. COMPLAINTS AND DISPUTE RESOLUTION**

Handling complaints is provided by the Seller via email [eshop@lobkowicz.cz](mailto:eshop@lobkowicz.cz). The Seller shall send information to the Buyer's electronic address regarding settlement of the Buyer's complaint. Where appropriate, complaints may be settled by telephone or in writing using the contact details provided in Article II. of these Terms.

Mutual disputes between the Seller and the Buyer are resolved by the Czech Trade Inspection Authority and the relevant general courts of the Czech Republic.

The Buyer has the right to out-of-court settlement of the dispute. Regarding their complaint or proposal for an out-of-court settlement of a consumer dispute arising in connection with the legal relationship between the Seller and the Buyer, the Buyer can turn to the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)), which is also pursuant to Act No. 634/1992 Coll. on consumer protection, as amended, by the competent authority for out-of-court settlement of consumer disputes.

An online dispute resolution platform operated by the European Commission at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> can also be used to submit a proposal for an out-of-court dispute resolution under the "online" website. Other possibilities for resolving the dispute are not affected by the existence of these out-of-court methods.

## **XI. TEMPORARY PROVISIONS**

### **a. Deposit for Goods**

In the case of an Order for Special Goods to Order, an unusual quantity or Goods that the Seller does not normally have in stock, the Seller may require the Buyer to pay a deposit. The Seller shall inform the Buyer of this request without undue delay after receiving their Order.

### **b. Gifts**

In the event of an Agreement withdrawal, in addition to the returned Goods, the Buyer is obliged to issue all related services (gifts, etc.), which they received together with the Goods, including what they have enriched. Failure to do so will be considered unjust enrichment. If the issuance of the related performance is not possible on the Buyer's part, the Seller is entitled to monetary compensation in the usual amount.

### **c. Written communication**

In the case of delivery of documents between the contracting parties, the delivery address is considered to be the Seller's establishment, or registered office address the Buyer's address stated in the Order.

**d. Information and advice**

All oral and written information on the suitability and possibility of using the delivered Goods are communicated to the best of the Seller's knowledge. However, they only represent their values of experience and information obtained by the Seller themselves, from their manufacturer, distributor or supplier.

**XII. FINAL PROVISIONS**

The Agreement and legal relations not expressly regulated in the Agreement or these Terms are governed by the Czech Republic's relevant legal regulations, particularly Act No. 89/2012 Coll., of the Civil Code, as amended, and Act No. 634/1992 Coll., on the protection consumers, as amended. The United Nations Convention on Agreements for the International Sale of Goods (CISG) does not apply in accordance with Article 6 of that Convention.

Legal relations based on these Terms are always assessed according to the business terms and conditions effective at the time of the Agreement's conclusion.

These Terms take effect on July 1<sup>st</sup>, 2020 and repeals the previous version of the terms and conditions, including its components.

All previous business conditions are available at the Seller's registered office or may be provided in electronic form at the Buyer's request.