

TERMS AND CONDITIONS

of the company

Daniela Valentová spol. s r.o.

with registered office at Na Popelce 215/12, Prague 5

Identification number: 27703495

Tax identification number: CZ27703495

registered in the Commercial Register maintained by the Municipal Court in Prague, file number C176325

for the sale of goods via the online store located at: www.villadaniela.cz

1. Introductory Provisions

1.1. These terms and conditions (hereinafter referred to as the "Terms and Conditions") of the company Daniela Valentová spol. s r.o., with its registered office at Na Popelce 215/12, Prague 5, identification number: 27703495, registered in the Commercial Register maintained by the Municipal Court in Prague, file number C176325 (hereinafter referred to as the "Seller"), regulate in accordance with § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") the mutual rights and obligations of the contracting parties arising in connection with or based on a purchase agreement (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online store. The online store is operated by the Seller on the website located at www.villadaniela.cz (hereinafter referred to as the "Website"). Contact information can be found in the "Contacts" section.

By submitting an order, the Buyer confirms that they have read these Terms and Conditions and agree to them. Furthermore, by submitting an order, the Buyer confirms that they are over 18 years old. The Buyer has been sufficiently informed about these Terms and Conditions before placing the order and has the opportunity to review them. Acceptance of the goods by the Buyer from the Seller, as well as the binding order confirmed by the Seller, shall be considered as acknowledgment and conclusion of the Purchase Agreement according to these Terms and Conditions, and the Buyer agrees to the Terms and Conditions as of the moment of submitting the binding order and is bound by them upon the conclusion of the Purchase Agreement.

The concluded contract is archived by the Seller for the purpose of its successful fulfillment and is not accessible to third parties.

1.2. The Terms and Conditions do not apply in cases where the person intending to purchase goods from the Seller is a legal entity or a person acting when ordering goods within their business activity or in the course of their self-employment.

1.3. Provisions that deviate from the Terms and Conditions may be agreed upon in the Purchase Agreement. Deviating provisions in the Purchase Agreement take precedence over the provisions of the Terms and Conditions.

1.4. The provisions of the Terms and Conditions are an integral part of the Purchase

Agreement. The Purchase Agreement and the Terms and Conditions are drafted in the Czech language. The Purchase Agreement can be concluded in the Czech language.

1.5. The wording of the Terms and Conditions may be amended or supplemented by the Seller. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

Delivery Times

The order is usually shipped within:

- no later than 5 business days after payment if prepayment is selected
- no later than the 3rd business day after the order is received if in-store pickup is chosen

Order Content

Ordered wine is shipped in boxes of 6 bottles. For partial boxes, the shipping cost is charged the same as for a full box.

Obligations of the Buyer

The Buyer is obligated to provide the Seller with the necessary information needed to fulfill the order, namely:

- First name, surname, and residence or business name and registered office of the Buyer,
- Company ID and VAT number, if registered as a VAT payer,
- Code and name of the goods according to the price list,
- Method of collection and delivery,
- Delivery address (if different from the residence address),
- Phone contact,
- Any other information the Buyer considers important.

Every accepted order in our store is binding. If the payment method "bank transfer" is selected, the Buyer must pay the invoice within 7 days of issuance, otherwise, the order will be canceled by the Seller, and the reservation of the ordered goods will be canceled.

Order cancellation by the Buyer is possible within 24 hours of placing the order via email (your email) or phone (your phone contact). The Seller is not obligated to accept a change to the order once the goods have already been handed over to the carrier or customized at the Buyer's request.

If the Buyer has already made a payment to the Seller's account (e.g., by bank transfer), the Seller is obligated to return the amount. If the Buyer wishes to cancel their order later, it will only be possible upon mutual agreement, and a deduction (fee) for verifiable costs associated with the transfer of funds will apply.

The Buyer will be informed about their order by email immediately after it is placed. The Seller undertakes to properly inform the Buyer about the characteristics of the goods sold, including the method of use and maintenance. If necessary, given the nature of the product, the Seller will provide the necessary information in an understandable written instruction enclosed with the product.

2. User Account

2.1. Upon registering on the Website, the Buyer can access their user interface. From their user interface, the Buyer can place orders for goods (hereinafter referred to as the "User Account"). If the web interface of the store allows it, the Buyer can place orders without registration directly from the store's web interface.

2.2. When registering on the Website and ordering goods, the Buyer is obliged to provide accurate and truthful information. The Buyer must update their information in the User Account whenever it changes. The information provided by the Buyer in the User Account and when placing an order is considered correct by the Seller.

2.3. Access to the User Account is secured by a username and password. The Buyer is obliged to keep confidential the information necessary for accessing their User Account.

2.4. The Buyer is not authorized to allow third parties to use their User Account.

2.5. The Seller may cancel the User Account, particularly in cases where the Buyer has not used their User Account for an extended period, or if the Buyer breaches their obligations under the Purchase Agreement (including the Terms and Conditions).

2.6. The Buyer acknowledges that the User Account may not be available continuously, especially due to necessary maintenance of the Seller's hardware and software, or the necessary maintenance of third-party hardware and software.

3. Conclusion of the Purchase Agreement

3.1. All presentations of goods displayed in the web interface of the store are for informational purposes, and the Seller is not obligated to conclude a Purchase Agreement regarding such goods. Provisions of § 1732 paragraph 2 of the Civil Code shall not apply.

3.2. The web interface of the store contains information about the goods, including the prices of individual goods. Prices are stated including VAT and all related charges. Prices remain valid as long as they are displayed in the web interface of the store. This provision does not limit the Seller's ability to conclude a Purchase Agreement under individually agreed conditions.

3.3. The web interface of the store also contains information about the costs related to the packaging and delivery of goods. Information about costs related to packaging and delivery applies only when the goods are delivered within the territory of the Czech Republic.

3.4. To order goods, the Buyer must fill out the order form in the web interface of the store. The order form includes information about:

- the ordered goods (the Buyer "adds" the goods to the electronic shopping cart in the web interface of the store),
- the method of payment for the purchase price of the goods, details about the preferred delivery method, and
- information about the costs associated with the delivery of the goods (collectively referred to as the "Order").

3.5. Before sending the order to the Seller, the Buyer has the opportunity to review and modify the information entered into the order, including the ability to detect and correct errors made when entering the data. The information provided in the order is considered correct by the Seller. The Seller will immediately confirm the receipt of the order via email, sent to the Buyer's email address provided in the user interface or order (hereinafter

referred to as the "Buyer's email address").

3.6. The Seller is always entitled to request additional confirmation of the order (e.g., in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated delivery costs).

3.7. The contractual relationship between the seller and the buyer arises upon delivery of the acceptance of the order (the acceptance), which is sent by the seller to the buyer via email to the buyer's email address.

3.8. The buyer agrees to the use of distance communication tools in concluding the purchase contract. Any costs incurred by the buyer when using distance communication tools related to the conclusion of the purchase contract (internet connection costs, phone call costs) are to be paid by the buyer themselves, and these costs are in line with the basic rate.

4. Price of Goods and Payment Conditions

4.1. The price of the goods and any costs associated with the delivery of the goods under the purchase agreement can be paid by the buyer to the seller in the following ways:

- Bank transfer based on the sent invoice.
- Cash or payment by card upon personal pickup.

Prepayment Invoice

Corporate customers registered on our e-shop (with a valid company ID) may also choose to pay via a prepayment invoice. The goods will be shipped after the prepayment invoice has been settled.

4.3. The seller does not require an advance payment or any similar payment from the buyer. This does not affect the provisions of Article 4.6 of the terms and conditions regarding the obligation to pay the purchase price for goods in advance.

4.2. Along with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless explicitly stated otherwise, the purchase price also includes the delivery costs.

4.3. In the case of a non-cash payment, the buyer must pay the purchase price of the goods together with the payment's variable symbol. In the case of a non-cash payment, the buyer's obligation to pay the purchase price is fulfilled upon the relevant amount being credited to the seller's account.

4.4. The seller is entitled to request the full payment of the purchase price before sending the goods to the buyer, especially in cases where the buyer has not confirmed the order (Article 3.6). The provisions of § 2119, Paragraph 1 of the Civil Code shall not apply.

4.5. Any discounts on the price of goods granted by the seller to the buyer cannot be combined with each other.

4.6. If it is customary in business practice or is stipulated by generally binding legal regulations, the seller shall issue a tax document – invoice – regarding payments made based

on the purchase agreement. The seller will send the tax document – invoice to the buyer in electronic form after the purchase price is paid.

5. Withdrawal from the Purchase Agreement

5.1. The buyer acknowledges that, according to § 1837 of the Civil Code, it is not possible to withdraw from the purchase agreement for the supply of goods that have been modified according to the buyer's wishes or for their personal use, for goods that are subject to rapid spoilage, as well as goods that have been irreversibly mixed with other goods after delivery, for goods in sealed packaging which the consumer has removed from the packaging and for hygienic reasons cannot be returned, and for goods involving audio or video recordings or computer programs if their original packaging has been damaged. It is also not possible to withdraw from the purchase agreement in the case of personal collection of goods.

5.2. Except in the cases listed in Article 5.1 or other cases where withdrawal from the purchase agreement is not allowed, the buyer has the right to withdraw from the purchase agreement in accordance with § 1829, Paragraph 1 of the Civil Code, within fourteen (14) days of receiving the goods. In the case that the purchase agreement involves several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery. The withdrawal from the purchase agreement must be sent to the seller within the period stated in the previous sentence. The buyer may use a model withdrawal form provided by the seller, which is an attachment to these terms and conditions. The withdrawal from the purchase agreement can be sent, among other methods, to the seller's operating address or the seller's email address reception.

5.3. In the case of withdrawal from the purchase agreement under Article 5.2 of these terms and conditions, the purchase agreement is annulled from the beginning. The goods must be returned to the seller within fourteen (14) days from the withdrawal. If the buyer withdraws from the purchase agreement, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by regular postal means due to their nature.

5.4. In case of withdrawal from the agreement under Article 5.2 of these terms and conditions, the seller shall return the money received from the buyer within fourteen (14) days from the withdrawal, using the same payment method used by the seller to receive the funds. The seller is also entitled to return the payment made by the buyer when the goods are returned or in another way if the buyer agrees and no additional costs arise for the buyer. If the buyer withdraws from the purchase agreement, the seller is not obliged to return the received funds to the buyer before the goods are returned or the buyer proves that the goods have been sent to the seller. The goods must be returned undamaged and unused.

5.5. The seller is entitled to offset any claim for damages to the goods against the buyer's claim for the return of the purchase price.

5.6. Until the goods are received by the buyer, the seller is entitled to withdraw from the purchase agreement at any time. In such a case, the seller shall return the purchase price to the buyer without undue delay, to the account specified by the buyer.

5.7. If a gift is provided to the buyer along with the goods, the gift contract between the seller and the buyer is concluded with a suspensive condition that if the buyer withdraws from the purchase agreement, the gift contract regarding the gift loses its effectiveness and the buyer is obliged to return the gift along with the goods.

6. Shipping and Delivery of Goods

Goods can be delivered through:

- The courier companies Messenger and TOPTRANS. When ordering 10 or more boxes of wine (60 or more bottles), the seller reserves the right to change the carrier.
- Personal pickup in Úvaly near Valtice – the order will be prepared for pickup at the Villa Daniela guesthouse based on prior phone or written agreement; the preferred pickup time should be indicated in the notes. There is no charge for personal pickup.

The delivery price is calculated and specified in the order. Orders for foreign delivery are not handled.

6.1. If the method of delivery is agreed upon based on the buyer's special request, the buyer bears the risk and any additional costs associated with this method of delivery.

6.2. If the seller is obliged under the purchase agreement to deliver the goods to the place specified by the buyer in the order, the buyer is obligated to accept the goods upon delivery.

6.3. If, due to reasons on the buyer's side, it is necessary to deliver the goods repeatedly or by a different method than specified in the order, the buyer is obligated to pay the costs associated with the repeated delivery of the goods or the alternative delivery method.

6.4. Upon receipt of the goods from the carrier, the buyer is obligated to inspect the integrity of the packaging and promptly inform the carrier of any defects. If the packaging is damaged in a way that suggests unauthorized tampering with the shipment, the buyer may refuse to accept the shipment.

6.5. Additional rights and obligations of the parties in relation to the transportation of goods may be governed by the seller's specific delivery conditions if issued.

7. Warranty Rights

7.1. The rights and obligations of the contractual parties regarding warranty rights are governed by the relevant generally binding regulations (in particular Sections § 1914 to § 1925, § 2099 to § 2117, and § 2161 to § 2174 of the Civil Code).

7.2. The seller is responsible to the buyer that the goods are free from defects upon receipt. In particular, the seller is responsible to the buyer that, at the time the buyer received the goods:

7.2.1. The goods have the properties that the parties agreed upon, or if no agreement exists, the goods have the properties described by the seller or the manufacturer, or those expected by the buyer based on the nature of the goods and the advertising done by them,

7.2.2. The goods are suitable for the purpose the seller indicates or for the typical use of goods of that kind,

7.2.3. The goods correspond in quality or workmanship to the agreed

sample or model, if quality or workmanship was determined by the agreed sample or model, 7.2.4. The goods are of the appropriate quantity, measure, or weight, and 7.2.5. The goods meet the legal requirements.

7.3. The provisions of Article 7.2 do not apply to goods sold at a lower price for a defect for which the lower price was agreed upon, for wear and tear caused by normal use, for used goods with defects corresponding to the degree of use or wear at the time of receipt, or where it follows from the nature of the goods.

7.4. If a defect appears within six months of receipt, it is presumed that the goods were defective at the time of receipt. A condition for recognizing the defect is proper storage of the goods by the buyer; particularly for wines, it is storage in darkness and dryness at temperatures from 8°C to 16°C.

7.5. Warranty claims should be made by the buyer to the seller at the seller's operating address, where the acceptance of complaints is possible considering the assortment of goods sold, or at the seller's registered office or business location. The time of complaint submission is considered to be the moment the seller receives the defective goods from the buyer.

7.6. Other rights and obligations of the parties related to the seller's responsibility for defects may be governed by the seller's complaint procedure.

8. Other Rights and Obligations of the Contractual Parties

8.1. The buyer acquires ownership of the goods upon payment of the full purchase price.

8.2. The seller is not bound by any codes of conduct in relation to the buyer in the sense of Section 1826, Paragraph 1, Letter e) of the Civil Code.

8.3. The seller ensures the out-of-court resolution of consumer complaints through the email address reception@villadaniela.cz. The seller will send information about the resolution of the buyer's complaint to the buyer's email address.

8.4. The seller is authorized to sell goods based on a business license. The relevant trade office conducts trade inspections within its scope. The Office for Personal Data Protection supervises the area of personal data protection. The Czech Trade Inspection supervises the compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.5. The buyer hereby assumes the risk of changes in circumstances in the sense of Section 1765, Paragraph 2 of the Civil Code.

9. Delivery of Invoices and Other Documents

Invoices and other documents may be delivered to the buyer's email address provided in their user account or specified by the buyer in the order.

10. Final Provisions

10.1. If the relationship based on the purchase agreement involves an international (foreign) element, the parties agree that the relationship will be governed by Czech law. This does not affect the rights of the consumer under generally binding legal regulations.

10.2. If any provision of the terms and conditions is invalid or ineffective, or becomes so, a provision whose meaning most closely approximates the invalid provision will replace the invalid one. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions. Changes and additions to the purchase agreement or the terms and conditions must be made in writing.

10.3. The attachment to these terms and conditions contains the model withdrawal form for withdrawal from the purchase agreement.

The seller is authorized to supplement or change the terms and conditions in connection with changes in applicable legal regulations or changes in the market of goods the seller offers.

These terms and conditions are effective as of November 1, 2024.

Download the model withdrawal form for withdrawal from the purchase agreement.