

Full version of the General Business Terms and Conditions

relating to Customers of the online store www.nestarec.cz of the operator:

1. MILAN NESTAREC s.r.o.

ID: 066 76 553

Tax ID: CZ06676553

registered office: Záhumní 449, 691 01 Moravský Žižkov

registered with the Regional Court in Brno, Section C, Insert 103518

contact information:

e-mail: store@nestarec.cz

Phone: 725878822

2. web: www.nestarec.cz

(hereinafter referred to as the "**Seller**")

I.

Basic provisions

3. These General Business Terms and Conditions (hereinafter referred to as "**GBTC**") are issued in accordance with Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**") as an integral part of the Purchase Agreement concluded between the Seller and persons who place an order through the online store www.nestarec.cz.

4. The GBTC specify the mutual rights and obligations of the Seller and an individual who enters into the Purchase Agreement outside his business activity as a consumer or within his business activity (hereinafter referred to as the "**Purchaser**") through the web interface located on the website available at www.nestarec.cz (hereinafter referred to as the "**Online Store**").

5. Provisions of the Purchase Agreement have preference over the provisions of these GBTC.

6. The Purchase Agreement, incl. the GBTC, are concluded in the Czech language.

II.

Information on goods and prices

1. Information about the goods, including the prices of the goods and their major properties, are given for the individual goods in the catalogue of the Online Store. The prices of the goods include the value added tax and all related fees. The prices of the goods remain valid for the time they are displayed in the Online Store. This provision does not preclude a negotiation of the purchase price under conditions individually agreed in the Purchase Agreement.

2. All presentation of the goods placed in the catalogue of the Online Store is of an informative nature and the Seller is not obliged to enter into a purchase agreement regarding these goods.

3. Information on the costs associated with the packaging and delivery of goods is published in the Online Store. These costs depend on the quantity and volume of the ordered bottles and on the country of destination. The information on the costs associated with the packaging and delivery of goods published in the Online Store applies to the specified countries, in the case of other destinations, the conditions are negotiated individually.

4. Discounts in the purchase price of the goods cannot be combined, unless the Seller and the Purchaser agree otherwise.

III.

Order and execution of the Purchase Agreement

1. The costs incurred by the Purchaser in the use of means of distance communication in connection with the execution of the Purchase Agreement (costs of the Internet connection, costs of telephone calls, etc.) shall be borne by the Purchaser himself. These costs do not differ from the basic rate.

2. The Purchaser orders the goods in the following ways:

- through his customer account, if he has previously registered in the Online Store,
- by filling in the order form without registration.

3. When placing an order, the Purchaser chooses the goods, the number of items, the method of payment and fills in the delivery address.

4. The Purchaser is allowed to check and change the data he has entered in the order before sending the order. The Purchaser sends the order to the Seller by clicking on the FINISH ORDER button. The data specified in the order are considered correct by the Seller. The order is valid if all the obligatory data required in the order form are filled in, the Purchaser confirms that he has read these GBTC, agrees with them without reservations and is willing to be bound by them and that he is a person over 18 years of age. The Seller is entitled to verify the age of the Purchaser and, for this purpose, request the personal data of the Customer.

5. Immediately after receiving the order, the Seller will send the Purchaser a confirmation of receipt of the order to the e-mail address that the Purchaser entered upon ordering. This confirmation is automatic and is not considered an execution of an agreement. The current GBTC are attached to the confirmation. The Purchase Agreement is executed only upon acceptance of the order by the Seller, i.e. by sending a notice of acceptance of the order, including the GBTC or payment details, to the Purchaser's e-mail address.

6. In the event that any of the requirements specified in the order cannot be met by the Seller, he will send an amended offer to the Purchaser's e-mail address. The amended offer is considered a new draft of the Purchase Agreement and, in this case, the Purchase

Agreement is executed by the Purchaser's confirmation of acceptance of this offer by sending an e-mail to the Seller to the address specified in the GBTC.

7. All orders accepted by the Seller are binding. The Purchaser may cancel an order until he receives a notice of acceptance of the order from the Seller. The Purchaser may cancel the order by sending an e-mail to the Seller to the address specified in the GBTC.

8. In the event that there is an obvious technical error on the part of the Seller when stating the price of goods in the Online Store or during ordering, the Seller is not obliged to deliver the goods to the Purchaser for this obviously incorrect price. The Seller will inform the Purchaser of the error without undue delay and send an amended offer to the Purchaser's e-mail address. The amended offer is considered a new draft of the Purchase Agreement and in such a case the Purchase Agreement is executed by a confirmation of acceptance by the Purchaser sent to the e-mail address of the Seller.

IV.

Customer's account

1. Based on the Purchaser's registration made in the Online Store, the Purchaser may access his customer account. The Purchaser can order goods from his customer account. The Purchaser can also order goods without registration.

2. When registering in the customer's account and when ordering goods, the Purchaser is obliged to state all data correctly and truthfully. The Purchaser is obliged to update the data specified in the user account in the event of any change. The data provided by the Purchaser in the customer account and when ordering goods are considered correct by the Seller.

3. Access to the customer account is secured by a username and password. The Purchaser is obliged to maintain the confidentiality of the information necessary to access his customer account. The Seller is not responsible for any misuse of the customer account by third parties.

4. The Purchaser is not entitled to allow the use of the customer account by third parties.

5. The Seller may cancel the Purchaser's customer account, in particular when the Purchaser no longer uses his customer account or in the event that the Purchaser breaches his obligations under the Purchase Agreement or the GBTC.

6. The Purchaser acknowledges that the customer account does not have to be available all the time, especially with regard to the necessary maintenance of hardware and software equipment of the Seller, or necessary maintenance of third party hardware and software.

IV.

Payment terms and delivery of goods

1. Purchaser may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Agreement in the following ways:

- non-cash payment by payment card, Apple Pay or other method available in the payment gateway.

2. The Purchaser is obliged to reimburse the Seller for the agreed costs associated with the packaging and delivery of the goods. Unless expressly stated otherwise below, the purchase price means the price including the costs associated with the delivery of the goods.

3. The purchase price is payable upon sending the order by the Purchaser.

4. In the case of payment through the payment gateway, the Purchaser follows the instructions of the relevant electronic payment provider.

5. The Purchaser's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the Seller's bank account.

6. The Seller does not require any advance payment or other similar payment from the Purchaser. Payment of the purchase price before sending the goods is not considered an advance payment.

7. The goods are delivered to the Purchaser to the address specified by the Purchaser in the order.

The choice of delivery method is made during the ordering of goods.

8. The costs of delivery of goods depending on the method of dispatch and receipt of goods are specified in the Purchaser's order and in the order confirmation from the Seller. In the event that the method of transportation is contracted on the basis of a special request from the Purchaser, the Purchaser bears the risk and any additional costs associated with this method of transportation. These special conditions are agreed in the Purchase Agreement.

9. If, according to the Purchase Agreement, the Seller is obliged to deliver the goods to a place specified by the Purchaser in the order, the Purchaser is obliged to take over the goods upon delivery. In the event that for reasons on the part of the Purchaser it is necessary to deliver the goods repeatedly or in another way than stated in the order, the Purchaser is obliged to pay the costs associated with repeated delivery of goods or the costs associated with another method of delivery.

10. The Purchaser is obliged to check the integrity of the packaging of the goods upon receipt of the goods from the carrier and in case of any defects immediately notify the carrier. In the event a defect in the packaging is discovered indicating an unauthorized entry into the shipment, the Purchaser does not have to take over the shipment from the carrier.

11. The Seller shall issue a tax document - invoice to the Purchaser. The tax document is sent to the Purchaser's e-mail address.

12. The Purchaser acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, however, no sooner than upon taking over the goods.

13. Liability for accidental destruction, damage or loss of the goods passes to the Purchaser at the time of receipt of the goods or at the time when the Purchaser was obliged to take over the goods, but did not do so contrary to the Purchase Agreement.

VI.

Withdrawal from the agreement

1. A Purchaser who concluded a Purchase Agreement outside his business activity as a consumer has the right to withdraw from the Purchase Agreement.
2. The period for withdrawal from the agreement is 14 days from the date of receipt of the goods.
3. The Purchaser may not, among other things, withdraw from the Purchase Agreement
 - if the goods have been evidently removed from the bottle and cannot be returned for hygienic reasons,
 - in case of delivery of goods that have been modified according to the Purchaser's wishes or adapted for him,
 - in other cases specified in Section 1837 of the Civil Code.
4. In order to comply with the withdrawal period, the Purchaser must deliver a statement of withdrawal within the withdrawal period.
5. The Purchaser may use the withdrawal form provided by the Seller to withdraw from the Purchase Agreement. The Purchaser will send the withdrawal form to the e-mail or delivery address of the Seller specified in the GBTC. The Seller shall immediately confirm the receipt of the form to the Purchaser.
6. A Purchaser who has withdrawn from the agreement is obliged to return the goods from the purchase of which he is withdrawing to the Seller without undue delay, no later than 14 days after withdrawal from the agreement, ensuring that the goods are treated with regard to their nature and properties and that their value is not reduced. The Purchaser bears the costs associated with the return of goods to the Seller.
7. If the Purchaser withdraws from the agreement, the Seller will return to him immediately, but no later than within 14 days from the withdrawal from the agreement, all funds, including delivery costs, received from the Purchaser in the same way in which he received it. The Seller will return the received funds to the Purchaser in another way only if the Purchaser agrees with it and if he does not incur additional costs.
8. If the Purchaser chose other than the cheapest method of delivery of goods offered by the Seller, the Seller will reimburse the Purchaser for the costs of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.
9. If the Purchaser withdraws from the Purchase Agreement, the Seller is not obliged to return the received funds to the Purchaser before the Purchaser hands over the goods or proves that he sent the goods to the Seller.
10. The Purchaser must return the goods to the Seller undamaged and unworn. The Seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the Purchaser's right to refund of the purchase price.

11. The Seller is entitled to withdraw from the Purchase Agreement due to the sale of stock or unavailability of goods. The Seller shall immediately inform the Purchaser thereof by an e-mail sent to the address specified in the order and return to the Purchaser within 14 days of the notice of withdrawal from the Purchase Agreement all funds, including delivery costs received from the Purchaser under the agreement, in the same way in which he received it, or in a way specified by the Purchaser.

VII.

Rights arising out of defective performance

1. The Seller is responsible to the Purchaser for the fact that the goods are not defective upon receipt by the Purchaser. The Seller is in particular responsible to the Purchaser for the fact that at the time when the Purchaser took over the goods

- the goods had the characteristics agreed upon by the parties and, in the absence of an agreement, had the characteristics described by the Seller or the manufacturer or the characteristics which the Purchaser expected with regard to the nature of the goods and the advertising by the Seller,
- the goods were fit for the purpose stated by the Seller or for the purpose for which goods of this kind are usually used,
- the goods were delivered in the corresponding quantity, measure or weight, and
- the goods complied with the requirements of legal regulations.

2. The Purchaser does not have the right arising out of defective performance if he knew before taking over the goods that the goods were defective, or if the Purchaser himself caused the defect. Damage to the label or other part of the bottle packaging is not considered a defect, unless the Purchaser has specifically stated in the order that it is a gift.

3. In the event of a defect representing a material breach of the Purchase Agreement, the Purchaser may submit a complaint to the Seller and request

- an exchange for new goods,
- a repair of goods,
- a reasonable discount from the purchase price,
- a withdrawal from the agreement.

4. A breach of the agreement is considered material if the party that breached the agreement already knew or should have known at the time the agreement was concluded that the other party would not have entered into the agreement if it had foreseen the breach.

5. In the event of a defect that constitutes a minor breach of the agreement, the Purchaser is entitled to a removal of the defect or to a reasonable reduction in the purchase price.

6. When making a complaint, the Purchaser is obliged to inform the Seller of the right he has chosen. A change in this choice without the consent of the Seller is possible only if the Purchaser has requested removal of a defect that proves to be irremovable. If the Purchaser does not choose his right arising out of a material breach of the agreement in time, he has the same rights as in the case of a minor breach of the agreement.

7. If repair or exchange of goods is not possible, the Purchaser may request a full refund of the purchase price on the basis of withdrawal from the agreement.

8. If the Seller proves that the Purchaser knew about the defect of the goods before taking them over or if he caused it himself, the Seller is not obliged to comply with the Purchaser's claim.

9. The Purchaser cannot complain about discounted goods for the reason for which there is a discount on the goods.

10. The Seller is obliged to accept a complaint in any establishment in which the acceptance of the complaint is possible, or in the registered office or place of business. The Seller is obliged to issue to the Purchaser a written confirmation of when the Purchaser exercised the right, what is the content of the complaint and what method of handling the complaint the Purchaser requires, as well as a confirmation of the date and method of processing the complaint, including a confirmation of repair of the goods and duration of the repair, or a written justification of rejection of the complaint.

11. The Seller or an employee authorized by the Seller will decide on the complaint immediately, in complex cases within three working days. This period does not include the time necessary, based on the type of product or service, for a professional assessment of the defect. Complaints, including the elimination of defects, must be resolved immediately, no later than 30 days from the date of the complaint, unless the Seller and the Purchaser agree on a longer period. The expiration of this period in vain is considered a material breach of the agreement and the Purchaser has the right to withdraw from the Purchase Agreement. The complaint is considered submitted when the Purchaser demonstrates his will (exercises the right arising out of defective performance) to the Seller.

12. The Seller will inform the Purchaser in writing about the result of the complaint.

13. The Purchaser does not have the right arising out of defective performance if he knew before taking over the thing that the thing had a defect or if the Purchaser caused the defect himself.

14. In the event of a justified complaint, the Purchaser has the right to reimbursement of the costs purposefully incurred in connection with the complaint. The Purchaser may exercise this right against the Seller without undue delay from the time he made the complaint.

15. The rights and obligations of the contracting parties regarding the rights arising out of defective performance are governed by the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended.

VIII. Delivery

1. The Contracting Parties may deliver all written correspondence to each other by e-mail.

2. The Purchaser delivers correspondence to the Seller to the e-mail address specified in the GBTC. The Seller delivers correspondence to the Purchaser to the e-mail address specified in his customer account or in the order.

IX. Personal data

1. All information provided by the Purchaser during the cooperation with the Seller is confidential and will be treated as such. The Seller will not use the Purchaser's data in any other way than for the purpose of performance under the agreement, unless the Purchaser gives written consent to the Seller, except for the e-mail address to which commercial communications may be sent, as this procedure is permitted by law unless expressly rejected. These communications may only concern similar or related goods and may be unsubscribed at any time in a simple manner (by sending a letter, e-mail or by clicking on a link in the commercial communication). The e-mail address will be kept for this purpose for a period of 3 years from the execution of the last agreement between the contracting parties.

2. More detailed information on personal data protection can be found in the Privacy Policy.

IX. Out-of-court settlement of disputes

1. The Czech Trade Inspection Authority with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company Identification Number: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is the competent authority for out-of-court settlement of consumer disputes. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Purchaser under the Purchase Agreement.

2. The European Consumer Center Czech Republic with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskyspotrebitel.cz>, is a contact point pursuant to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (on Online Consumer Dispute Resolution).

3. The Seller is entitled to sell goods on the basis of a trade license. Trade licenses are inspected by the competent trade licensing authority. The Czech Trade Inspection Authority also supervises, to a limited extent, compliance with Act No. 634/1992 Coll., on consumer protection, as amended.

X. Final Provisions

1. All arrangements between the Seller and the Purchaser are governed by the laws of the Czech Republic. If the relationship established by the Purchase Agreement contains an international element, then the parties agree that the relationship is governed by the laws of the Czech Republic. This does not affect the consumer's rights arising out of generally applicable legal regulations.

2. The Seller is not bound by any codes of conduct in relation to the Purchaser in the sense of the provisions of Section 1826 (1e) of the Civil Code.

3. All rights to the Seller's website, in particular the copyright to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is forbidden to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.

4. The Seller is not liable for errors caused by third party interventions in the Online Store or its use contrary to its purpose. When using the Online Store, the Purchaser must not apply procedures that could adversely affect its operation and must not perform any activity that could allow him or third parties to interfere in or use, without authorization, the software or other components that make up the Online Store and use the Online Store or its parts or software in a way that would be contrary to its purpose.

5. The Purchaser hereby assumes the risk of a change of circumstances in the sense of Section 1765 (2) of the Civil Code.

6. The Purchase Agreement, including the GBTC which form a part of it, is archived by the Seller in electronic form and is not accessible to the public.

7. The wording of the GBTC may be amended or supplemented by the Seller. This provision does not affect the rights and obligations arising under the previous version of the GBTC.

8. A form for withdrawal from the agreement forms an annex to these GBTC.

The GBTC come into force and effect on 1 November 2020.