

GENERAL TERMS AND CONDITIONS

SALOME JEWELLERY

1 INTRODUCTION

- 1.1** These General Terms and Conditions (the "Terms and Conditions") of an individual entrepreneur, who is not registered in the Commercial Register, and is doing business pursuant to the Trade Act: Gabriela Jirásková, ID No.: 02077833, with registered office at Argentinská 783/18, 170 00, Prague - Holešovice (the "Seller" or "SALOME jewellery") govern the mutual rights and obligations of the contractual parties established in accordance with and upon the purchase agreement (the "Purchase Agreement") concluded between the Seller and another third natural person (the "Buyer") by means of the e-shop of the Seller or in any other way described below in these Terms and Conditions, and this according to section 1751 (1) of the Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), related to the goods sold by the Seller (the "goods"). The e-shop is operated on the website currently placed on the internet address www.salomejewellery.com (the "Website") via a web interface of the e-shop (the "Web Interface of the E-shop").
- 1.2** The Terms and Conditions are not applicable if the person, who is about to buy the goods from the Seller, is a legal person or a person who acts within his or her individual professional occupation.
- 1.3** It is possible to agree on provisions in the Purchase Agreement deviating from those set forth in the Terms and Conditions. Deviating arrangements in the Purchase Agreement have priority before the provisions of these Terms and Conditions.
- 1.4** The provisions of the Terms and Conditions are inseparable part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are executed in Czech language and in English language. The Purchase Agreement may be concluded either in Czech or English language.
- 1.5** The wording of the Terms and Conditions may be amended or adjusted by the Seller. This provision does not affect rights and obligations established within the force of the previous wording of the Terms and Conditions.

2 CONCLUSION OF THE PURCHASE AGREEMENT

- 2.1** The entire presentation of the goods placed on the Web Interface of the E-shop is only of informative character and the Seller is not obliged to conclude the Purchase Agreement with regard of such goods. Section 1732 (2) of the Civil Code is not applicable. The Buyer is acknowledged and agrees that all the goods provided by the Seller is hand-made and therefore each of the produced products (piece of goods) represents original and it is thus not possible to guarantee sameness of the appearance, shape, weight, colour of the stone, and other parameters and attributes with the goods presented at the Website by the Seller. Each piece of goods is adjusted according to individual wishes and requirements of the Buyer.
- 2.2** The Web Interface of the E-shop contains information about goods including the price of the individual product and costs for returning the goods in the event the goods from its nature cannot be returned via usual post. The prices of the goods are stated inclusive VAT and other related fees. The prices are valid

the whole time they are displayed on the Web Interface of the E-shop. This provision does not affect the possibility of the Seller to conclude the Purchase Agreement under individually agreed conditions. The Buyer is acknowledged and agrees that the final price of the goods depends among other things on concrete amount of the raw material (in particular precious metals and precious stones) and the price of the goods stated on the Website is therefore only indicative and will usually slightly differ from the final price of the goods depending on concrete design of the product, especially if the Buyer wants to put on the product a precious stone of a different size (bigger) than the product displayed on the Website has etc. The Seller shall inform the Buyer about the price of the ordered goods (including the fact if the Seller is able to deliver such goods or not) after acceptance of the order of the Buyer, and this usually within 7 days as of the acceptance of the order from the Buyer.

- 2.3** The Web Interface of the E-shop may contain also the information about costs connected with packaging and delivery of the goods. Information about costs connected with packaging and delivery of the goods on the Web Interface of the E-shop is valid only in the event the goods is being delivered in the Czech Republic. If the costs related to packaging and delivery of the goods are not stated on the Website, the Seller shall not charge such costs when delivering the goods to the Buyer.
- 2.4** If the contractual parties do not agree otherwise, the order of the goods is to be made only by means of the order form on the Web Interface of the e-hop (see point 2.5 below).
- 2.5** To be able to order the goods, the Buyer fills in the order form on the Web Interface of the E-shop. The order form contains in particular the following information:
- a)** ordered goods (the Buyer "puts" the ordered goods to the electronic basket on the Web Interface);
 - b)** method of payment of the purchase price of the goods, details on the required means of delivery; and
 - c)** information about costs connected with the delivery of the goods (together the "Order").
- 2.6** Before submitting the Order to the Seller the Buyer has the possibility to check and adjust the details of the Order, and this also with regard to the possibility of the Buyer to find and correct mistakes made when creating the Order. The Buyer submits the Order by clicking on the button "Confirm Purchase". The details stated in the Order are considered by the Seller to be correct. The Seller confirms the acceptance of the Order immediately after he has received it via email to the electronic address of the Buyer provided in the user's account or in the Order (the "Email Address of the Buyer").
- 2.7** The Seller is always entitled depending on the character of the Order (amount of goods, purchase price, expected transport costs, Order from abroad) to ask the Buyer of subsequent confirmation of the Order (e.g. in written form or by phone).
- 2.8** The contractual relationship between the Seller and the Buyer is established at the moment the Seller send off the acceptance of the Order (i.e. by the acceptance) which is sent to the Buyer via e-mail to the E-mail Address of the Buyer.
- 2.9** The Buyer agrees with use of the distance communication means when concluding the Purchase Agreement. The costs incurred to the Buyer when using the distance communication means in connection with conclusion of the Purchase Agreement (costs for the internet connection, costs for phone calls) are paid by the Buyer him/herself, however, they do not differ from a basic rate.

3 PRICE FOR THE GOODS AND THE PAYMENT CONDITIONS

- 3.1** The Buyer can pay the price for the goods and potential costs connected with the delivery of goods (see point 2.3 of the Terms and Conditions) according to the Purchase Agreement to the Seller by following payment methods:
- a)** cashless by bank transfer to the following accounts of the Seller:
 - for the payment in Czech Crowns (CZK) to the account No. 3900894349/0800 at Česká spořitelna, Czech Republic;
 - for the payment in Euros (EUR) to the account No. 3900894349/0800 at Česká spořitelna, Czech republic; (the "Seller's Account");
 - b)** cashless by payment card (the Seller reserves his/her right to accept only some types of payment cards);
 - c)** cashless by means of payment system GoPay.
- 3.2** With a previous consent of the Seller it is possible to individually agree on the following methods of payment: in cash in the business premises of the Seller at the place agreed between the Seller and the Buyer. In case of a cash payment the Buyer is obliged to tell the Seller with binding effect the bank account of the Buyer where the Seller shall in legitimate cases return the payment from the Buyer (see point 4.5 of the Terms and Conditions).
- 3.3** If the contractual parties do not agree otherwise in an individual case, the purchase price is payable beforehand, i.e. before the delivery of the goods, within 7 days from the conclusion of the Purchase Agreement, i.e. from the confirmation of the Order to the Buyer by the Seller (see point 2.8 of the Terms and Conditions). The section 2119 (1) of the Civil Code is not applicable.
- 3.4** In the event of a cashless payment (see point 3.1 of the Terms and Conditions) the Buyer is obliged to pay the purchase price of the goods together with giving the variable symbol of the payment. In the event of cashless payment the obligation of the Buyer to pay the purchase price is fulfilled at the moment the relevant amount has been credited to the Seller's account. In the event of payment in cash (see point 3.2 of the Terms and Conditions) the purchase price is paid when the Buyer has paid the amount in cash.
- 3.5** Potential discounts from the price of the goods provided by the Seller to the Buyer cannot be combined.
- 3.6** If it is usual in the business contact or set forth by the applicable law, the Seller issues to the Buyer with regard to the payments made upon the Purchase Agreement a tax document - invoice. The Seller is a payer of VAT. The Seller issues the tax document - invoice to the Buyer after the price for the goods has been paid and sends it in an electronic form to the Email Address of the Buyer.

4 WITHDRAWAL FROM PURCHASE AGREEMENT

- 4.1** The Buyer is acknowledged that pursuant to section 1837 of the Civil Code it is not possible, among other things, to withdraw from the Purchase Agreement on delivery of goods which has been adjusted according to the wish of the Buyer or for him/her. The Buyer is also acknowledged that all the goods sold by the Seller is hand made jewellery (jewellery products) consisting often of precious metal and precious stone adjusted according to individual wishes and requirements of the Buyer (section 1837 letter d) of the Civil Code).

- 4.2** If it is neither case mentioned in art. 4.1, nor other case when it is not possible to withdraw from the Purchase Agreement, the Buyer has the right to withdraw from the Purchase Agreement according to section 1829 of the Civil Code within fourteen (14) days from the take-over of the goods. The withdrawal from the Purchase Agreement shall be sent to the Seller within fourteen (14) days from the conclusion of the agreement, if it is:
- a)** purchase agreement - from the take-over of the goods;
 - b)** agreement, where the subject-matter are several types of goods or delivery of several parts - from the day of the take-over of the last delivery of the goods; or
 - c)** agreement, where the subject-matter is regular repeated delivery of goods - from the day of the take-over of the first delivery.
- 4.3** The withdrawal from the Purchase Agreement shall be sent to the Seller within the time period mentioned in the previous article. The Buyer can send the withdrawal from the Purchase Agreement among other options to the address of the business premises of the Seller or to the e-mail address of the Seller gabriela@salomejewellery.com.
- 4.4** In the event of withdrawal from the Purchase Agreement pursuant to the art. 4.2 of the Terms and Conditions, the Purchase Agreement ceases to exist from the beginning. The goods shall be returned to the Seller within fourteen (14) days from the withdrawal from the agreement. If the Buyer withdraws from the Purchase Agreement, he/she bears the costs connected with returning the goods back to the Seller and this applies also in the event the goods cannot be returned by means of usual post because of its character.
- 4.5** In the event of withdrawal from the Purchase Agreement pursuant to the art. 4.2 of the Terms and Conditions the Seller returns the money received from the Buyer within fourteen (14) days from the withdrawal from the Purchase Agreement back to the Buyer to the bank account which the Seller received the payment of the Buyer from, or which he was told about by the Buyer with binding effect in case of a payment in cash (see point 3.2 of the Terms and Conditions). The Seller shall return the received money to the Buyer in a different way only when the Buyer agrees with it and when no extra costs incur to the Buyer. The Seller is not obliged to return the received money to the Buyer sooner than the Buyer returns the goods or proves that the goods has been already sent to the Seller. The Seller is entitled to set off his/her really expanded costs connected with returning of the goods against the purchase price which shall be returned to the Buyer.
- 4.6** The Seller is entitled to withdraw from the Purchase Agreement anytime until the Buyer takes over the goods. In such a case the Seller returns the purchase price to the Buyer without undue delay cashless to the bank account determined by the Buyer.
- 4.7** If the Seller provides the Buyer with a gift together with the goods, the gift agreement between the Seller and the Buyer is concluded with a termination condition that if the Buyer withdraws from the Purchase Agreement, the gift agreement with regard to such gift also ceases to exist and the Buyer is obliged to return the provided gift together with the goods.

4.8 The Buyer may use for the withdrawal from the agreement this withdrawal form:

- Addressee: Gabriela Jirásková, ID No. 02077833, with registered office at Argentinská 783/18, Prague - Holešovice 170 00
- I/We declare * that I/we hereby withdraw from the agreement on purchase of this goods */ on provision of these services *
- Date of order * / date of acceptance of the goods
- Name and surname of the consumer/consumers
- Address of the consumer/consumers
- Signature of the consumer/consumers (only if this form is sent in text form)
- Date

* Please cross out if not applicable or fill in the details

5 TRANSPORT AND DELIVERY OF GOODS

- 5.1** The Seller determines the method of delivery of goods if the Purchase Agreement does not stipulate otherwise. In the event the way of transport was agreed based on a special requirement of the Buyer, the Buyer shall bear the risk and potential higher or subsequent expenditures connected therewith.
- 5.2** If the Seller is according to the Purchase Agreement obliged to deliver the goods to the place determined by the Buyer in the Order, the Buyer is obliged to take over the goods at the delivery.
- 5.3** If it is necessary to deliver the goods repeatedly or in a different way than it was stipulated in the Order for the reasons given by the Buyer, the Buyer is obliged to pay the costs connected with the repeated deliveries of goods, or costs connected with the different way of delivery. This applies also in the event the Seller did not charge the Buyer for the costs connected with the delivery at the first delivery attempt (see point 2.3 of the Terms and Conditions).
- 5.4** The Buyer is obliged to check at the take-over of the goods that the package of the goods is unimpaired and in the event of any defects to announce it to the carrier immediately. If the Buyer finds the package of the goods impaired showing a third person must have broken into the packet, the Buyer is not obliged to take over the packet from the carrier.
- 5.5** In the event there is no other time period mentioned in the confirmation of the Order or on the Web Interface of the E-shop when making the Order, it is considered that the Seller is obliged to deliver the goods, which is a subject-matter of the Purchase Agreement, within three (3) months from the conclusion of the agreement.
- 5.6** The Buyer shall take over the goods from the carrier properly, check the package has not been impaired, check the amount of the packets and in the event of any defects announce this to the carrier immediately. If the Buyer finds the package of the goods impaired showing a third person must have broken into the packet, it is advised to the Buyer in his/her own interest not to take over the packet. With the take-over of the packet the Buyer confirms that the packet has fulfilled all conditions and requirements aforementioned and later complaints or claims for replacement shall not be accepted.
- 5.7** The Seller reserves his/her right to cancel the Order or its part, especially in the event the goods is not produced nor delivered any more, or the price of the delivered goods has changed considerably. In such a case the Seller contacts the Buyer without undue delay in order to agree on the next steps. The Seller

reserves his/her right to refuse to process the Order of the goods which the Seller does not offer on the Web Interface of the E-shop as well as the Order of goods which the producer or supplier cannot deliver.

- 5.8** Special delivery terms of the Seller, if issued, may regulate other rights and obligations of the parties connected with the transport of the goods.

6 FAULTY PERFORMANCE

- 6.1** Rights and obligations of the contractual parties regarding the rights from a faulty performance are governed by applicable law (in particular by sections 1914—1925, 2099—2117 and 2161—2174 of the Civil Code).

- 6.2** The Seller warrants that the goods does not have any defects. In particular the Seller warrants that at the time the Buyer has taken over the goods:

- a)** the goods has the attributes which the parties agreed on, and if there is no agreement, the goods shall have the attributes that the Seller or the producer described, or the Buyer expected with regard to character of the goods, or on the basis of the advertisement presented by them;
- b)** the goods is suitable for the purpose which the Seller presents for its use or the goods is usually used for;
- c)** the goods corresponds with its quality and/or execution to the agreed sample or template, if the quality and/or execution were determined according to an agreed sample or template;
- d)** the goods is in appropriate amount, scope, or weight; and
- e)** the goods fulfils the requirements under the applicable law.

- 6.3** The Buyer is acknowledged that the goods offered for sale by the Seller on the Web Interface of the E-shop does not represent goods delivered according to an agreed sample or template.

- 6.4** The provisions mentioned in art. 6.2 of the Terms and Conditions shall not apply:

- a)** in case of the goods sold for a lower price on such defect the lower price was agreed for,
- b)** on the goods worn out by usual wear and tear,
- c)** in the case of used goods on the defect corresponding to the extent of use or scope of how much the goods has worn out at the time of the take-over by the Buyer, or
- d)** if it results from the character of the goods.

- 6.5** If a defect becomes evident within 6 months from the take-over, it is considered the goods was already defective at the take-over. The Buyer is entitled to claim his right from the faulty performance in case of a defect which occurs on consumer goods within 24 months from the take-over.

7 CLAIMS

- 7.1** The Buyer is obliged to inform the Seller that the goods has a defect, and this without undue delay after he finds out about it. When claiming the right from a faulty performance the Buyer is obliged to specify in what manner the defect manifests, choose one of the options of the right from the faulty performance he claims, and inform if he/she picks up the goods after the end of the warranty claim proceedings in person, or the goods shall be sent to his/her postal address.

- 7.2** The Buyer is obliged to prove that his/her right from faulty performance is justified, in particular that the Buyer purchased the thing at the Seller's and when he/she purchased it. In the event of sending the

goods by a carrier service it is appropriate to send also a copy of the purchase receipt. The right from faulty performance is considered a properly claimed if the claimed goods is complete and backed up by necessary documents. In the event of sending a faulty goods for warranty claim the Buyer is obliged to hand over the goods complete and in appropriate wrapping material which fulfils the transport requirement for such goods - preferably in the original package. The Seller is not obliged to accept the goods for warranty claim if the goods is not packed properly and handed over with all delivered components and accessories. The claimed goods shall be accepted for the warranty claim only if it is properly clean, dry a no general principles of hygiene prevent the goods from assessment.

- 7.3** The Buyer is obliged - in the event he/she sends the goods for warranty claim via post - to label the packet containing the faulty goods and the afore mentioned documents by a sign "WARRANTY CLAIM" and give enough contact details, especially address and phone number.
- 7.4** If the goods does not have attributes stipulated in art. 6.2 of these Terms and Conditions, the Buyer may ask for getting new goods without defects, but only if it is not inappropriate with regard to the character of the defect; if only a part of the thing is defective, the Buyer may ask only for replacement of such part, if this is not possible he/she may withdraw from the agreement. If this is, however, with regard to the character of the defect disproportionate, especially if the defect can be removed without undue delay, the Buyer has right to removal of the defect free of charge. The Buyer is obliged to inform the Seller, what option he decided for at the time he is informing him/her about the defect or without undue delay after it. The choice the Buyer has made cannot be changed without consent of the Seller; this does not apply if the Buyer chooses to have the defect repaired but the defect turns out to be unrepairable. If the Seller does not remove the defect within an appropriate time period or he/she informs the Buyer that he/she will not remove the defects, the Buyer may ask instead of removal for an adequate discount from the purchase price or he/she can withdraw from the agreement.
- 7.5** If the Buyer does not choose his/her option in time, he/she has right only to removal of the defect, or adequate discount from the purchase price.
- 7.6** The Buyer has the right to delivery of new goods, or replacement of its part also in case of removable defect, if he/she cannot use the goods properly because of a repeated presence of the defect after it has been repaired or for bigger amount of defects. In such a case the Buyer has right to withdraw from the agreement.
- 7.7** At the time of delivery of new goods the Buyer returns to the Seller the originally delivered goods on costs of the Seller.
- 7.8** The Buyer cannot withdraw from the agreement nor ask for delivery of new goods, if he/she cannot return the goods in the condition in which he/she received it. This not applies if:
- a)** the goods was changed because of its examination in order to detect the defect of the goods;
 - b)** the Buyer used the goods already before detecting the defect;
 - c)** the Buyer did not cause the impossibility of returning the goods in unchanged condition by his/her own act or omission; and
 - d)** the Buyer has sold the goods before detecting the defect, consumed it, or changed it at a common use; if this happened only partially, the Buyer returns to the Seller what he still could return and gives to the Seller a refund in the amount corresponding to the profit he/she had from the use of the goods.

- 7.9** If the Buyer does not withdraw from the agreement nor claims his right to delivery of new goods without defects, replacement of its part, or repair of the goods, he/she may claim an adequate discount. The Buyer has right to an adequate discount also in the event that the Seller is not able to get him/her new goods without defects, replace its part, or repair the goods, as well as in the event the Seller does not put it right in an appropriate period of time or putting it right would cause the Seller significant problems.
- 7.10** If the Buyer does not inform the Seller about the defect of goods in time, he/she loses the right to withdraw from the agreement.
- 7.11** The Buyer does not have the right from faulty performance if he knew that the thing has a defect already before the take-over of the goods, or if the Buyer caused the defect.
- 7.12** The Buyer claims the rights of the Buyer from the faulty performance at the Seller's at the address of the business premises at Argentinská 783/18, 170 00, Prague - Holešovice, Czech Republic. As the moment of warranty claim is considered the moment when the Seller received the claimed goods from the Buyer. The Seller issues to the consumer a written confirmation on when the consumer claimed the damages, what is the content of the claim and what arrangement the Buyer asks for as the result of the warranty claim.
- 7.13** The Seller or an employee authorized by him/her decides on the claim immediately, in difficult cases within 3 business days. The period of time necessary for professional examination of the defect is not included in such period. The warranty claim including the removal of the defect shall be solved without undue delay, however within 30 days in the latest from the time the claim was submitted, if the Seller and the consumer do not agree on a longer period of time.
- 7.14** When the Seller solves the warranty claim, he/she issues a confirmation to the Buyer about the date and the result of the claim including the information if the goods has been repaired and how long it took, if the claim has been solved by repairing the goods, or potentially including written justification if the warranty claim has been rejected.

8 OTHER RIGHTS AND DUTIES OF THE CONTRACTUAL PARTIES

- 8.1** If the goods is - under a consent of the Seller - delivered before the payment of the purchase price, the Buyer acquires the property right to the goods at the time of payment of the whole purchase price.
- 8.2** The Seller is not bound by any behaviour codex in the sense of section 1826 (1) letter e) of the Civil Code in the relationship with the Buyer.
- 8.3** Extrajudicial handling complaints of the consumers is managed by the Seller via an e-mail address gabriela@salomejewellery.com. The Seller sends the information about settling the complaint of the Buyer to the E-mail Address of the Buyer.
- 8.4** The Seller is entitled to sell the goods upon a trade authorization. The trade control is carried out by the respective Trade Authority within its scope of authority. The field of personal data protection is supervised by the Czech Office for Personal Data Protection. The Czech Trade Inspection Authority supervises in specified scope also the compliance with the Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 8.5** The Buyer hereby takes over the risk of the change of circumstances in the sense of section 1765 (2) of the Civil Code.

8.6 Picture of the Czech hallmarks in the sense of 35 (3) of the Act No. 539/1992 Coll.:

ČESKÉ PUNCOVNÍ ZNAČKY
pro zlaté, stříbrné a platinové zboží

ZLATO					
ryzost	999/1000	986/1000	900/1000	750/1000	585/1000
STŘÍBRO					
ryzost	999/1000	959/1000	925/1000	900/1000	835/1000 800/1000
PLATINA					
ryzost	999/1000	950/1000	900/1000	850/1000	800/1000

ZNAČKY KONVENCE

ZLATO					
ryzost	999/1000	916/1000	750/1000	585/1000	375/1000
STŘÍBRO					
ryzost	999/1000	925/1000	830/1000	800/1000	
PLATINA					
ryzost	999/1000	950/1000	900/1000	850/1000	

STARÉ ZBOŽÍ NIŽŠÍ NEŽ ZÁKONNÉ RYZOSTI

ZNAMENKA "METAL"

METAL MET M

ZLATO STŘÍBRO

PUNCOVNÍ ÚŘAD
KOŽÍ 4, 110 00 PRAHA 1
www.puncovniurad.cz

POBOČKA JABLONEC: DOLNÍ NÁMĚSTÍ 6, 466 01 JABLONEC nad NISOU
POBOČKA BRNO: VEVEŘÍ 18, 602 00 BRNO
POBOČKA OSTRAVA: ZAHRADNÍ 1, 701 22 OSTRAVA
EXPOZITURA TÁBOR: STRÁNSKÉHO 3060, 390 02 TÁBOR
EXPOZITURA PLZEŇ: KOTEROVSKÁ 83, 307 53 PLZEŇ 2 - SLOVANY
EXPOZITURA HRADEC KRÁLOVÉ: DIVISOVA 439, 500 03 HRADEC KRÁLOVÉ
EXPOZITURA TURNOV: VÝŠÍNKA 1499, 511 01 TURNOV
EXPOZITURA OLOMOUČ: NÁMĚSTÍ R. TERERA 3/4, 770 10 OLOMOUČ
EXPOZITURA ČERVENÝ KOSTELEK: 17. listopadu 220, 549 41 Červený Kostelec

9 PERSONAL DATA PROTECTION

- 9.1 The personal data protection of the Buyer, who is a natural person, is provided by the Act No. 101/2000 Coll., on Personal Data Protection, as amended.
- 9.2 The Buyer agrees with processing of his/her following personal data: name and surname, address of residency, ID No., tax ID No., e-mail address, telephone number (together the "Personal Data").
- 9.3 The Buyer agrees with processing of his/her Personal Data by the Seller in order to perform the rights and obligations from the Purchase Agreement. If the Buyer does not decide for another option, he/she agrees with processing of his/her Personal Data by the Seller also for the purpose of distribution of information and commercial announcements to him/her. The consent with the processing of the Personal Data in the whole extent pursuant to this article is not a condition which would itself prevent the parties from entering into the Purchase Agreement.
- 9.4 The Buyer is acknowledged that he/she is obliged to state his/her Personal Data (within the registration process, while making the order from the Web Interface of the E-shop etc.) correctly and truthfully and is also obliged to inform the Seller without undue delay about any change of the Personal Data.

- 9.5** The Seller may authorize a third person as a processor to process the Personal Data of the Buyer instead. Apart from persons responsible for the transport of the goods the Personal Data shall not be handed over to any third person without a previous consent of the Buyer.
- 9.6** The Personal Data will be processed for an unlimited period of time. The Personal Data will be processed either in an electronic form automatically or in a paper form not automatically.
- 9.7** The Buyer hereby confirms that the provided Personal Data are accurate and he/she has been instructed that he/she provides the Personal Data voluntarily.
- 9.8** In the event the Buyer believes that the Seller or the processor (see point 9.5) processes the Personal Data in violation of the private and personal life of the Buyer or the applicable law, in particular that the Personal Data are inaccurate with regard to the purpose of the processing, the Buyer has the right to:
- a)** ask the Seller for explanation; and/or
 - b)** ask the Seller or processor for elimination of such status quo.
- 9.9** If the Buyer asks for information about processing of his/her Personal Data, the Seller is obliged to give him/her such information. The Seller has however right to require for provision of such information an adequate compensation not higher than the costs necessary for provision of the information.

10 DELIVERY

- 10.1** It is agreed that the Seller may deliver to the Buyer to the E-mail Address of the Buyer.

11 FINAL PROVISIONS

- 11.1** If the relationship based on the Purchase Agreement contains an international (foreign) element, the parties agree that the Czech law is applicable. This provision does not affect rights of the consumer stipulated by applicable law.
- 11.2** If any provision of these Terms and Conditions is or becomes invalid and/or ineffective, and such provision is separable from the other provisions of this Agreement, it shall be replaced by a new provision the purpose of which will be as close as possible to that of the invalid and/or ineffective provision. The invalidity and/or ineffectiveness of one provision shall not cause the invalidity or unenforceability of the other provisions.
- 11.3** The Purchase Agreement including the Terms and Conditions is archived by the Seller in electronic form and is not accessible.
- 11.4** The contact details of the Seller: corresponding address: Tusarova 9, 170 00, Prague - Holešovice, Czech Republic, e-mail address gabriela@salomejewellery.com, phone No. +420 603 143 723.
- 11.5** These Terms and Conditions are in force from 1. 12. 2015. These Terms and Conditions are valid in the wording presented on the Website of the Seller on the day of the conclusion of the Purchase Agreement. These Terms and Conditions are executed in Czech and English, in case of discrepancies the Czech version shall prevail.