

## **Terms and Conditions of Iza**

ID: 21518343,

Sadová 347/7, 664 49, Brno-Ostopovice,

registered in the Commercial Register kept at the Regional Court in Brno, under Section C, for the sale of fashionable clothing and other goods through the online shop available at the web address [izastudio.com](http://izastudio.com),

contact details:

mail: [hello@izastudio.com](mailto:hello@izastudio.com)

phone: +42077777315

### **Introductory provisions**

1.1 These terms and conditions (hereinafter referred to as "Terms and Conditions") regulate the mutual rights and obligations of the parties arising in connection with or pursuant to a purchase contract (hereinafter also referred to as "Purchase Contract") concluded between the Seller and another natural person (hereinafter also referred to as "Buyer") through the Seller's online store, when the Terms and Conditions are regulated in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll, Civil Code (hereinafter referred to as the "Civil Code") and Act No. 374/2022 Coll., on Consumer Protection.

1.2 The Seller is the company: Iza, ID No.: 21518343, with registered office at Sadová 347/7, 664 49, Brno-Ostopovice

1.3 Online shop means the interface of the website available at [izastudio.com](http://izastudio.com) (hereinafter also referred to as the "web interface").

1.4 The Terms and Conditions do not apply to cases where the person who intends to purchase goods from the Seller is a legal entity or a person who acts in the course of ordering goods in the course of his business activity or in the course of his independent exercise of his profession.

1.5 Provisions deviating from the terms and conditions may be agreed in the contract of sale. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.

1.6 The provisions of the terms and conditions are an integral part of the purchase contract. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

1.7 The Seller may change or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

### **Buyer's user account**

2.1 Based on the Buyer's registration on the Website, the Buyer can access his/her user interface. The Buyer can order goods from his/her user interface (hereinafter referred to as "user account"). If the web interface of the shop allows it, the Buyer can also order goods without registration directly from the web interface.

2.2 When registering on the website and when ordering goods, the Buyer is obliged to provide all the information correctly and truthfully. The Buyer is obliged to update the information provided in the user account whenever it changes. The information provided by the Buyer in the user account and when ordering goods shall be deemed correct by the Seller.

2.3 Access to the user account is secured by a user name and password. The Buyer is obliged to maintain the confidentiality of the information necessary to access his user account.

2.4 The Buyer is not entitled to allow third parties to use the user account.

2.5 The Seller may cancel the user account, in particular if the Buyer no longer uses his/her user account or if the Buyer breaches his/her obligations under the Purchase Agreement (including the Terms and Conditions).

2.6 The Buyer acknowledges that the User Account may not be available continuously, in particular with regard to necessary maintenance of the Seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

### **Conclusion of the purchase contract**

3.1 All presentation of the goods on the web interface is for information purposes only and the Seller is not obliged to enter into a purchase contract in respect of the goods. Section 1732(2) of the Civil Code shall not apply.

3.2 The web interface contains information about the goods, including the prices of the individual goods and the costs for returning the goods if the goods cannot be returned by normal postal means by their nature. The prices of the goods are inclusive of value added tax and all related charges. The prices of the goods remain valid for as long as they are displayed on the web interface. This provision does not limit the seller's ability to conclude a purchase contract on individually agreed terms.

3.3 The web interface also contains information on the costs associated with the packaging and delivery of the goods. The information on the costs associated with the packaging and delivery of the goods provided in the web interface applies only in cases where the goods are delivered within the territory of the Czech Republic. The time data on delivery of the goods are given by the Seller on the web interface as an indication and the Seller reserves the right to change the date of delivery of the goods to the Buyer, when the Seller will inform the Buyer of the change of the approximate date of delivery in an appropriate manner.

3.4 To order goods, the buyer fills in the order form in the web interface. The order form contains in particular information about:

3.4.1. the goods ordered (the goods ordered are "inserted" by the Buyer into the electronic shopping cart of the web interface of the shop),

3.4.1. the ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store),

3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods, and,

3.4.3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").

3.5 Prior to sending the Order to the Seller, the Buyer shall be allowed to check and change the data entered by the Buyer in the Order, including with regard to the Buyer's ability to detect and correct errors arising from the data entered in the Order. The Buyer sends the order to the Seller by clicking on the "Send Order" button. The data provided in the order is considered correct by the Seller. The Seller shall confirm receipt of the order to the Buyer immediately upon receipt by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").

3.6 Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to ask the Buyer for additional confirmation of the order (e.g. in writing or by telephone).

3.7 The contractual relationship between the Seller and the Buyer shall be established by the delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by electronic mail to the Buyer's electronic mail address.

3.8 The Buyer agrees to the use of remote means of communication in concluding the purchase contract. The costs incurred by the Buyer in using remote means of communication in connection with the conclusion of the Purchase Contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer.

3.9 If there is an obvious technical error on the part of the Seller when indicating the price of the goods in the online shop or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously incorrect price. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

### **Price of the goods and payment terms**

4.1 The Buyer may pay the price of the Goods and any costs associated with the delivery of the Goods under the Purchase Contract to the Seller in the following ways:

4.1.1. by wire transfer to the Seller's account (hereinafter referred to as the "Seller's account"),

4.1.2. by cashless means of a selected secure payment gateway which includes:

4.1.2.1. non-cash by credit card,

4.1.2.2. non-cash via Apple Pay, Google Pay

4.1.2.3 by bank transfer

4.2 Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.

4.3 The Seller does not require a deposit or any other similar payment from the Buyer. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

4.4 In the case of payment in cash or in the case of payment on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within 3 days of the conclusion of the purchase contract.

4.5 In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.

4.6 The Seller shall be entitled, in particular in the event that there is no additional order confirmation by the Buyer (Article 3.8), to require payment of the full purchase price before the goods are dispatched to the Buyer. The first sentence of Section 2119 (1) of the Civil Code shall not apply.

4.7 Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined with each other, unless otherwise stated on the Seller's website.

4.8. If it is customary in commercial relations or if it is provided for by generally binding legal regulations, the Seller shall issue a tax document - invoice to the Buyer in respect of payments made on the basis of the Purchase Contract. The Seller is a payer of value added tax. The Seller shall issue the tax document - invoice to the Buyer after payment of the price of the goods and send it in electronic form to the Buyer's electronic address. At the same time when picking up the goods at the shop. The seller issues a receipt.

### **Protection of personal data**

5.1 The Buyer agrees to the processing of his/her personal data by the Seller to the extent necessary to fulfil the Seller's rights and obligations under the Purchase Agreement. The provision of personal data is voluntary, but without the provision of these data the sale of the offered goods cannot be realized.

5.2 The Seller undertakes to protect the Buyer's personal data in accordance with applicable laws and in accordance with its internal data protection policy.

5.3 The Seller has the right to request access to his personal data and to have it corrected, supplemented or deleted at any time.

5.4 The Seller undertakes to comply with the GDPR in relation to the processing of the Seller's personal data. The Buyer agrees to the processing of their personal data in the scope of name, surname, address, e-mail address, telephone number and other data necessary for the provision of consulting services. The Buyer has the right to request information regarding the processing of his personal data and to request the correction or deletion of his personal data at any time. The Seller undertakes not to disclose or transfer the Buyer's personal data to any third party without the Buyer's prior written consent, except where necessary for the performance of the contract or pursuant to legal obligations. The data shall be kept for the period necessary for the performance of the contract and for the period required by law, unless otherwise agreed by the Buyer.

### **Transport and delivery of goods**

6.1 If the method of transport is agreed upon at the Buyer's specific request, the Buyer bears the risk and any additional costs associated with this method of transport.

6.2 If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the Purchase Order, the Buyer is obliged to take delivery of the goods upon delivery.

6.3 In the event that for reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer shall pay the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivery.

6.4 Upon receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event that the packaging is found to be damaged, indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier.

6.5 Other rights and obligations of the parties in the carriage of goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.

### **Complaints Procedure and Warranty Information**

7.1 The rights and obligations of the parties with regard to rights arising from defective performance are governed by the relevant generally binding legal provisions (in particular, the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 374/2022 Coll., on Consumer Protection, as amended).

7.2 The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller shall be liable to the Buyer that at the time the Buyer accepted the goods:

7.2.1. the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,

7.2.2. the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,

7.2.3. the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,

7.2.4. the goods are in the appropriate quantity, measure or weight; and

7.2.5. the goods comply with the requirements of the law.

7.3 If a defect becomes apparent within twelve months of acceptance, the goods shall be deemed to have been defective upon acceptance.

7.4 The Seller shall have obligations arising from defective performance at least to the extent that the manufacturer's obligations arising from defective performance continue. The buyer is otherwise entitled to assert a right under a defect that occurs in the consumer goods within twenty-four months of acceptance. If the period of time for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on the guarantee of quality shall apply. By guaranteeing the quality, the seller undertakes that the goods will be fit for their usual purpose or retain their usual characteristics for a certain period of time. If the buyer has rightly accused the seller of a defect in the goods, the time limit for exercising rights under the defective performance and the warranty period shall not run for the period during which the buyer cannot use the defective goods.

7.5 The provisions referred to in Article 6.4 of the Terms and Conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the level of use or wear and tear that the goods had when taken over by the buyer, or if it results from the nature of the goods. The buyer is not entitled to the right of defective performance if the buyer knew before taking over the goods that the goods were defective or if the buyer caused the defect.

7.6 The rights of liability for defects in the goods shall be asserted against the seller. However, if the certificate issued to the seller regarding the scope of the rights of liability for defects (within the meaning of § 2166 of the Civil Code) indicates another person designated for repair, which is in the place of the seller or in a place closer to the buyer, the buyer shall exercise the right to repair with the person designated to carry out the repair. Except in cases where another person is designated to carry out the repair pursuant to the preceding sentence, the Seller shall be obliged to accept the claim at any establishment where the acceptance of the claim is possible with regard to the range of products sold or services provided, or, where applicable, at the registered office or place of business. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of handling the complaint the Buyer requires; as well as a confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification of the rejection of the complaint. This obligation also applies to other persons designated by the Seller to carry out the repair.

7.7 The Buyer may specifically exercise his rights under the liability for defects in the goods by e-mail to .....

7.8 The Buyer shall notify the Seller of the right he has chosen when notifying the defect or without undue delay after notification of the defect. The Buyer may not change the choice made without the consent of the Seller; this does not apply if the Buyer has requested the repair of a defect that proves to be irreparable. If the occurrence of the defect is not a material breach of contract, the seller is not obliged to take into account the preferred choice of the right of defective performance.

7.9 If the goods do not have the characteristics set out in Article 7.2 of the Terms and Conditions, the Buyer may also demand the delivery of new goods without defects, unless this is unreasonable in view of the nature of the defect, but if the defect relates only to a part of the goods, the Buyer may only demand the replacement of the part; if this is not possible, the Buyer may withdraw from the contract. If, however, this is disproportionate in view of the nature of the defect, in particular if the defect can be remedied without undue delay, the buyer is entitled to have the defect remedied free of charge. The buyer is also entitled to the delivery of new goods or the replacement of a part in the case of a removable defect if he cannot use the goods properly due to the recurrence of the defect after repair or due to a greater number of defects. In this case, the buyer also has the right to withdraw from the contract. If the buyer does not withdraw from the contract or does not exercise the right to delivery of new goods without defects, to replacement of parts or to repair of the goods, he may demand a reasonable discount. The buyer is also entitled to a reasonable discount if the seller is unable to deliver new goods without defects, replace a part of the goods or repair the goods, or if the seller fails to remedy the defect within a reasonable time or if remedying the defect would cause the buyer considerable difficulty.

**Information on withdrawal from the contract**

8.1. The Buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, a sales contract for the supply of goods that have been modified according to the Buyer's wishes or for the Buyer's person, a sales contract for the supply of perishable goods, as well as goods that, from a contract

for the supply of goods which have been irretrievably mixed with other goods after delivery, from a contract for the supply of goods in sealed packaging which the consumer has removed from the packaging and which cannot be returned for hygienic reasons, and from a contract for the supply of a sound or visual recording or a computer program if the consumer has damaged the original packaging.

8.2 Unless it is a case referred to in Article 8.1 of the Terms and Conditions or another case where the purchase contract cannot be withdrawn from, the Purchaser shall have the right to withdraw from the purchase contract in his favour pursuant to the provisions of Section 1829(1) of the Civil Code within 14 days of receipt of the goods, whereby if the subject of the purchase contract is several types of goods or the delivery of several parts, this period shall run from the date of receipt of the last delivery of the goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the Purchase Contract, the Buyer may use the sample form provided by the Seller, which is an annex to the Terms and Conditions / available at this link. The Buyer may send the withdrawal from the Purchase Agreement to the Seller's e-mail address.

8.3 In the event of withdrawal from the Purchase Contract pursuant to Article 8.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The Goods must be returned by the Buyer to the Seller within fourteen (14) days from the delivery of the withdrawal from the Purchase Contract to the Seller. If the Buyer withdraws from the Purchase Contract, the Buyer shall bear the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.

8.4 In the event of withdrawal from the Purchase Agreement pursuant to Article 8.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the Buyer's withdrawal from the Purchase Agreement in the same manner as the Seller received them from the Buyer. The Seller shall also be entitled to return the performance provided by the Buyer already upon return of the goods by the Buyer or in another manner, provided that the Buyer agrees and no additional costs are incurred by the Buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.

8.5 The Seller shall be entitled to unilaterally set off the claim for payment for damage to the goods against the Buyer's claim for reimbursement of the purchase price.

8.7 Any right of the Seller to withdraw from the contract is limited to cases where the applicable law allows it, for example in the event of the Buyer's failure to fulfil his obligations or in other cases provided for by law.

### **Final provisions**

9.1 These terms and conditions are valid and effective as of 20 May 2024 and until revoked. The Seller reserves the right to amend these Terms and Conditions in accordance with applicable law.

9.2 The Seller hereby informs the Consumer, in accordance with the provisions of Section 14 of Act No. 634/1992 Coll. on Consumer Protection, as amended (hereinafter also referred to as the "Consumer Protection Act"), that disputes between the Seller and the Consumer that could not be settled directly may also be resolved through out-of-court settlement of consumer disputes. The Czech Trade Inspection Authority (Česká obchodní inspekce), based at Štěpánská 567/15, 120 00 Prague 2, ID: 00020869, www.coi.cz, is competent for out-of-court settlement of consumer disputes arising from a purchase contract.

9.3 The Ministry of Industry and Trade maintains a list of entities for out-of-court settlement of consumer disputes. The legal regulation of out-of-court settlement of consumer disputes is contained in particular in the provisions of § 20d et seq. of the Consumer Protection Act.