

## BUSINESS TERMS AND CONDITIONS

Charles University, Faculty of Arts  
with its registered office at: nám. Jana Palacha 2, 116 38 Prague 1  
Identification Number (IČ): 002 16 208  
for goods and services acquired via the on-line shop located at  
<http://e-shop.ff.cuni.cz>

### 1. INTRODUCTORY PROVISIONS

- 1.1. These Business Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of the Charles University, Faculty of Arts, with its registered office at nám. Jana Palacha 2, 116 38 Prague 1, identification No.: 002 16 208 (hereinafter referred to as the “**Supplier**”), regulate mutual rights and duties of contracting parties arising in connection with or on the basis of purchase agreement or contract on provision of e-publication services (hereinafter referred to as the “**Contracts**”) concluded between the Supplier and other natural person or legal entity (hereinafter referred to as the “**User**”) by means of the Supplier’s e-shop. E-shop is operated by the Supplier at <http://e-shop.ff.cuni.cz>, through the web interface (hereinafter referred to as the “**E-shop Web Interface**”).
- 1.2. Terms and Conditions further regulate rights and duties of the contracting parties when using the Supplier’s website at <http://e-shop.ff.cuni.cz> (hereinafter referred to as the “**Website**”) and other related legal relations. **Terms and Conditions shall not apply to cases when the person intending to buy the goods or obtain e-publication services (hereinafter referred to as the “Services”) from the Supplier acts within his/her business activities. In such case the User shall be obliged to contact the Supplier and agree with him a special contract relating to the goods or e-publication services.**
- 1.3. Provisions differing from the Terms and Conditions may be agreed on in the respective contract. Differing provisions in the concluded contract shall prevail over provisions hereof.
- 1.4. Provisions hereof form an integral part of the respective contract. The contracts and Terms and Conditions are drawn up in Czech. The relevant contract will be concluded in Czech.
- 1.5. The Supplier may change or amend wording of the Terms and Conditions. This provision shall not affect rights and duties arisen for the period of effectiveness of previous wording of the Terms and Conditions.

### 2. USER ACCOUNT

- 2.1. On the basis of User’s registration on the Website the User may access its user interface. The User may order goods or services from his/her user interface (hereinafter referred to as the

**“User Account”**). In the case that it is allowed by the E-shop Web Interface, the User may order goods or services also without registration directly from the E-shop Web Interface.

- 2.2. When registering on the Website and ordering goods or services the User is obliged to state all data correctly and truthfully. The User is obliged to update the data stated in the User Account when changed. Data stated by the User in the User Account and when ordering the goods or services are considered by the Supplier as correct.
- 2.3. If the User fills in data on legal entity (business name, company identification No. and tax identification No.), the Supplier considers User's acting as acting made on behalf of such legal entity and it shall consider such legal entity as User hereunder.
- 2.4. Access to the User Account is secured by user name and password. The User shall be obliged to maintain secrecy regarding information necessary for access to its User Account and he/she takes into account that the Supplier shall not be liable for breach of such duty by the User.
- 2.5. The User is not entitled to enable using of the User Account by the third parties.
- 2.6. The Supplier may cancel the User Account, in particular in the cases when the User does not use his/her User Account for more than 1 year or when the User breaches his/her duties from the concluded contract (including Terms and Conditions).
- 2.7. The User takes into account that the User Account does not have to be available continuously, in particular due to necessary maintenance of the Supplier's hardware and software equipment or necessary maintenance of hardware and software equipment of the third parties.

### **3. CONCLUSION OF PURCHASE AGREEMENT AND CONTRACT ON PROVISION OF E-PUBLICATION SERVICES**

- 3.1. E-shop Web Interface contains list of goods and services offered by the Supplier, including quoting of prices of particular offered goods and services. Prices of the offered goods are quoted including the valued added tax. Prices of offered services include all license fees and possible license remuneration and are stated including the valued added tax. Offer of sale of goods and provided services and prices of such goods and provided services remain valid for the period, for which they are displayed on the E-shop Web Interface. This provision shall not limit the Supplier's possibility to conclude the respective particular contract at individually agreed conditions. All offers of sale of goods and offered services placed on the E-shop Web Interface are not binding and the Supplier shall not be obliged to conclude respective contract relating to them.
- 3.2. E-shop Web Interface contains also information on costs connected with packing and delivery of the goods and services.

- 3.3. To order the goods or services the User shall fill in the order form in the E-shop Web Interface. The order form contains in particular information on:
- 3.3.1. ordered goods or service (the User shall “put” the ordered goods or service into the electronic shopping cart of the E-shop Web Interface),
  - 3.3.2. manner of settlement of price of goods and services, data on required manner of delivery of the ordered goods and services and
  - 3.3.3. information on costs connected with delivery of the goods and services (hereinafter jointly referred to as the “**Order**”).
- 3.4. Before sending the Order to the Supplier, the User is enabled to check and change the data, which he/she filled in in the Order, also for the purpose of finding out and correcting of mistakes arisen at entering data in the Order. The User shall send the Order to the Supplier by clicking on button “I AGREE, ORDER”. Data stated in the Order are considered by the Supplier as correct. Immediately after receipt of the Order the Supplier shall confirm the receipt to the User by e-mail to the User’s e-mail address stated in the User interface or in the Order (hereinafter referred to as the “**User’s E-mail Address**”).
- 3.5. The Supplier shall be always entitled to ask the User for additional confirmation of the Order (for example in writing or by phone) depending on the character of the Order (amount of goods, volume of services, price, expected transport costs).
- 3.6. Respective contractual relation between the Supplier and the User arises by delivery of confirmation on Order acceptance sent by the Supplier to the User by e-mail, to the User’s E-mail Address.
- 3.7. The User takes into account that the Supplier is not obliged to conclude respective contract, in particular with persons who formerly breached materially their duties towards the Supplier.
- 3.8. The User agrees with conclusion of the respective contract in the form of distance selling within the meaning of applicable private-law regulations. Costs arisen to the User when using distance communication device in connection with conclusion of the respective contract (Internet connection costs, costs of telephone calls) shall be borne by the User.
- 3.9. Unless stated for the particular service otherwise, the Supplier shall be entitled to commence provision of ordered service also before expiring of period for withdrawal from the contract.

#### **4. PRICE OF GOODS AND SERVICES, PAYMENT TERMS**

- 4.1. The User may settle the price of goods and services and possible costs connected with delivery of the goods or provision of services under respective contract in the following manners:

a) by non-cash transfer to the Supplier's account No. 85631011/0100 (account number in IBAN format: CZ9601000000000085631011, SWIFT: KOMBCZPPXXX), kept at Komerční banka, a. s. (hereinafter referred to as the **"Supplier's Account"**);

b) by payment card;

The User may settle the price of goods and possible costs connected with delivery of the goods under purchase agreement also in the following manners:

c) in cash in the Supplier's place of business at the address: Jan Palach Library, nám. Jana Palacha 2, 116 38 Prague 1;

d) in cash on delivery in the place determined by the User in the Order.

4.2. Together with the price the User shall be obliged to pay to the Supplier also the costs connected with packing and delivery of goods or provision of service at the agreed amount. Unless expressly stated otherwise, the price is deemed to comprise the costs connected with delivery of the goods or provision of the service, as well as license remuneration, if applicable.

4.3. In the case of payment in cash or in cash on delivery, the payment shall be due at takeover of the goods. In the case of credit transfer the payment is due within 14 days from conclusion of the respective contract.

4.4. In the case of credit transfer the User shall be obliged to settle the price of goods and services together with stating of payment variable symbol. In the case of credit transfer the User's obligation to settle the price of the goods and services is fulfilled at the moment of crediting of the Supplier's Account with the respective amount.

4.5. The Supplier shall be entitled to require settlement of the whole price before sending the goods or provision of the service to the User.

4.6. Possible discounts of price of goods or services provided by the Supplier to the User may not be combined without the Supplier's prior express consent.

4.7. If it is common in the course of trade or if stipulated by generally binding legal regulations, the Supplier shall issue a tax document – invoice to the User, regarding payments made on the basis of the respective contract. The Supplier is a VAT payer. The Supplier shall issue the tax document – invoice to the User after settlement of the price of goods or services and send it in electronic form to the User's E-mail Address.

## **5. WITHDRAWAL FROM CONTRACT**

5.1. The User takes into account that under provision of Section 1837 Act No. 89/2012 Coll., Civil

Code, as amended (hereinafter referred to as the “**Civil Code**”), it is not possible among others to withdraw from the purchase agreement for delivery of goods adapted under the User’s wishes, perishable goods, as well as the goods that were after delivery irretrievably mixed with other goods, from purchase agreement for delivery of audio or video record and computer programs, if the User damaged original packaging thereof, and from purchase agreement for delivery of newspapers, periodicals and magazines, further it is not possible to withdraw from contract for provision of services, if they were fulfilled with the User’s prior express consent before expiry of period for withdrawal from the contract and the Supplier informed the User before conclusion of the contract that in such case it shall not be entitled to withdraw from the contract and further from the contract on delivery of digital content, if it was not delivered on physical medium and was delivered with the User’s prior express consent before expiry of period for withdrawal from the contract and the Supplier informed the User before conclusion of the contract that in such case it shall not be entitled to withdraw from the contract.

- 5.2. Unless the case stated in Article 5.1. of the Terms and Conditions or other case when it is not possible to withdraw from the contract is concerned, the User is entitled in accordance with provision of Section 1829 et seq. of the Civil Code to withdraw from the contract within fourteen (14) days from the performance takeover by the User or a person determined by him/her. To comply with the period for withdrawal from this contract, it is sufficient to send withdrawal from the contract before the day of expiration of the respective period. The User may send withdrawal from the contract among others to the address of the business premises of the Supplier: Charles University, Faculty of Arts, Faculty Bursar, nám. Jana Palacha 2, 116 38 Prague 1, or to the Supplier’s e-mail address: [eshop@ff.cuni.cz](mailto:eshop@ff.cuni.cz). The User may use for the withdrawal model form for notice of withdrawal, which is included in these Terms and Conditions hereof.
- 5.3. In the case of withdrawal from contract under Article 5.2. hereof, the contract is cancelled. The goods have to be returned to the Supplier within 14 days from sending of the withdrawal from the contract to the Supplier. The term is considered as met, if the goods are sent back to the Supplier before expiration of 14-days period. The goods have to be returned to the Supplier undamaged and not worn-out and in their original packaging if possible. Costs for the return of the goods shall be borne by the User, if the goods may not be returned by post considering the nature of the goods. Maximum costs for return of such goods are estimated as CZK 5000.
- 5.4. In the case of withdrawal from contract under Article 5.2. hereof, The Supplier shall return performance provided by the User to the Supplier within fourteen (14) days from withdrawal from the contract (in the case of agreement on purchase of goods from receipt of the returned goods by the Supplier or proving that the User sent the goods back to the Supplier, whichever occurs first), by non-cash transfer to bank account determined by the User (unless the User determines another manner of returning, provided that such returning does not cause any other costs for the Supplier), including the costs for possible return of performance to the Supplier (except for additional costs arising in consequence of the manner of delivery chosen by the

User, which is different from the cheapest manner of standard delivery offered by the Supplier). The Supplier shall be also entitled to return performance provided by the User already at return of the goods by the User.

- 5.5. User takes into account that if the goods returned by the User are damaged, worn-out, partly consumed or their value is decreased in another manner in the consequence of disposing of these goods in another manner than is necessary for acquaintance with nature and properties of the goods, including functionality thereof, right arises to the Supplier towards the User to compensation for damage arisen to the Supplier by that. The Supplier shall be entitled to set off unilaterally the right to compensation of arisen damage against the User's right to return of purchase price or a part thereof. In the case of withdrawal from the contract on provision of service, performance of which has already started, but has not been provided fully yet, the User shall be obliged to settle proportional part of price for already provided performance and in the case of withdrawal only the right to return of remaining part of the price for this service arises to it.
- 5.6. Until the takeover of the goods by the User, as well as provision of service to the User, the Supplier shall be entitled to withdraw from the contract anytime. In such case the Supplier shall return to the User the price of performance without undue delay, by non-cash transfer to the account determined by the User.
- 5.7. If a gift is provided to the User together with the goods, the deed of gift is concluded between the Supplier and the User with the resolute condition that if the User withdraws from the contract, the deed of gift regarding such gift becomes ineffective and the User shall be obliged to return the provided gift to the Supplier together with the goods.
- 5.8. In the case of delivery of digital content not delivered to the User on physical medium, the User is not entitled to withdraw from the respective contract concluded between the Supplier and User. In the case of provision of service to the User, if fulfilled with the User's express consent before expiry of period for withdrawal from the contract, the User shall not have the right to withdraw from the respective contract concluded between the Supplier and User. User expresses its consent to this provision by conclusion of the respective contract or particularly by sending of respective order to the Supplier.

## **6. TRANSPORT AND DELIVERY OF GOODS, PROCEDURE AT PROVISION OF E-PUBLICATION SERVICES**

- 6.1. The manner of delivery of goods is determined by the Supplier, unless stipulated in the purchase agreement otherwise. In the case that the manner of transport is agreed on the basis of the User's requirement, the User bears the risk and possible additional costs connected with such manner of transport.

- 6.2. If the Supplier is obliged under the purchase agreement to deliver the goods to the place determined in the order by the User, the User shall be obliged to take over the goods at delivery. If the User does not take over the goods at delivery, the Supplier shall be entitled to withdraw from the purchase agreement.
- 6.3. If is necessary to deliver the goods repeatedly or in another manner than stated in the order for the reasons caused by the User, the User shall be obliged to settle the costs connected with repeated delivery of the goods or the costs connected with another manner of delivery.
- 6.4. When taking over the goods from the carrier the User shall be obliged to check integrity of the goods packaging and to inform the carrier immediately in the case of any defects. In the case of finding out of damaged packaging showing evidence of unauthorized getting into the consignment, the User does not have to take over the consignment from the carrier. User confirms by signing of the delivery note that packaging of the consignment containing the goods was not damaged.
- 6.5. Other rights and duties of the parties at transport of goods may be regulated by special delivery conditions of the Supplier, if issued by the Supplier.
- 6.6. The Supplier shall be entitled to commence provision of ordered e-publishing service after the price for such service is settled to it. The Supplier provides the service in such manner that it sends to the User's E-mail Address stated in the user interface or in the User's order e-mail containing ordered e-publication in PDF format or information enabling the User to download respective data, e.g. in the form of installation file, from data repository of the Supplier or the third person determined by it.

## 7. LIABILITY FOR DEFECTS, WARRANTY

- 7.1. Rights and duties of the contracting parties regarding the Supplier's liability for defects, including the Supplier's warranty liability, shall be governed by applicable generally binding regulations, in particular applicable provisions of the Civil Code. The Supplier provides a 24-month warranty for consumer goods and a 6-month warranty for ordered service.
- 7.2. The Supplier shall be liable to the User for the goods being sold or service being provided being in compliance with the concluded contract, in particular that it has no defects. Compliance with the concluded contract is deemed to be the fact that delivered goods or service is of quality and design agreed in the contract and if they do not exist then such as described by the Supplier, producer or representative thereof and further that it complies with requirements of legal regulations and is in adequate quantity.
- 7.3. In the case that the goods are not in compliance with the concluded contract at takeover by the User (hereinafter referred to as the **"Contradiction with Contract"**), the User shall be entitled

to remove the defect by delivery of new goods or delivery of missing goods or to new provision of service without defects, further to remove the defect by repair of the goods, to adequate price discount or to withdrawal from the contract, according to the User's requirement. The User shall inform the Supplier which right it chose when notifying the defect or without undue delay after notifying of the defect. The User cannot change selection it made without the Supplier's consent; this shall not apply if the User asks for repair of the defect, which turns out to be unfeasible. If the Supplier does not remove the defects within reasonable period of time or the Supplier informs the User that the defect will not be removed, the User may require, instead of defect removal, an adequate price discount or may withdraw from the contract. If the User does not choose its right in time, the situation shall be preceded in accordance with applicable provisions of valid legal regulations.

- 7.4. Unless perishable goods or used goods are concerned, the Supplier shall be liable for defects that appear as the Contradiction with Contract after takeover of the goods in the warranty period (warranty) under Article 7.1 of the Terms and Conditions.

Supplier shall be liable for defects that appear as the Contradiction with after provision the service to the User in the warranty period (warranty) under Article 7.1 of the Terms and Conditions.

- 7.5. If the goods or service does not have any properties, standard or quality level beyond the scope expressly stated in Article 7.2 it is not considered as defects causing the Contradiction with Contract.

Therefore the Supplier shall not be liable among others for interoperability of data provided within the e-publication service with any hardware or software of the User or third parties, which are not expressly stated at a particular service. If the User's records or data are lost or damaged in the consequence of the User's wrong, unauthorized or unsuitable procedure or disposal of the data provided to it by the Supplier within the e-publication service, including reverse engineering and other acting under Article 8 paragraph 8.1, the third sentence hereof, the Supplier shall not be liable for any injury arisen or any subsequent injury.

- 7.6. User's rights arising from the Supplier's liability for defects, including the Supplier's warranty liability, shall be asserted by the User at the Supplier, at the address of its place of business Charles University, Faculty of Arts, Faculty Bursar, nám. Jana Palacha 2, 116 38 Prague 1. Moment when the Supplier received from the User the goods, about which the complaint was made or information on defect of provided service is considered as a moment of lodging complaint.
- 7.7. Other rights and duties of the parties related to Supplier's liability for defects are regulated by the Supplier's Complaints Procedure, text of which is available at the E-shop Web Interface.



## 8. OTHER RIGHTS AND DUTIES OF CONTRACTING PARTIES

- 8.1. The User acquires ownership to the goods and is entitled to use service after payment of the whole price of the goods or service. Unless the valid legal regulation or concluded contract on provision of services stipulates otherwise, the User shall be entitled, within the provided and duly settled service, to unexclusive, territorially unlimited, non-transferable authorization to exercise the right to use part of service of the nature of a work protected by copyright, solely for internal (personal) needs of the User and solely for the period and to the extent arising from the purpose of the contract. Unless the valid legal regulation stipulates otherwise, the User shall not be entitled in particular to reproduce the work, translate it, process it, adapt it or change it in any other manner, distribute it, lend it, lease it, exhibit it or disclose it to public, as well as obviate technical means of protection of rights or carry out reverse engineering of the work. Regarding authorization to lend, lease, exhibit the work or disclosing thereof to public special contract on provision of services may be arranged.
- 8.2. The User takes into account that the software and other parts forming the E-shop Web Interface (including photographs of offered goods) are protected by copyright. The User undertakes that it shall not carry out any activities that might enable it or the third parties to infringe without authorization or use without authorization the software or other parts forming the E-shop Web Interface.
- 8.3. The User shall not be entitled when using the E-shop Web Interface to use mechanisms, software or other procedures that might affect negatively operation of the E-shop Web Interface or Website relating to the goods and services. E-shop Web Interface and Website may be used only to the extent, which is not to the detriment of rights of other Supplier's customers and which is in accordance with determination thereof.
- 8.4. The Supplier is not bound in relation to the User by any code of conduct within the meaning of provisions of Section 1826 paragraph 1 letter e) of the Civil Code. The Supplier does not provide other services after sale of the goods or after provision of ordered services, except for the services stated explicitly by the Supplier on its Website at individual goods or services.
- 8.5. The User takes into account that the Supplier shall not be liable for mistakes arisen in the consequence of interference of the third parties to the Website or in the consequence of use of the Website in contradiction with determination thereof.

## 9. PERSONAL DATA PROTECTION

- 9.1. Protection of personal data of the User, which is a natural person, is provided by Act No. 101/2000 Coll., on Personal Data Protection, as amended (hereinafter referred to as the **"Act on Personal Data Protection"**).

- 9.2. The User provides the Supplier with personal data on the basis of the consent to personal data processing, which forms a part of each individual contract. Text of the consent to personal data processing is available on the E-shop Web Interface.

## **10. SENDING OF BUSINESS COMMUNICATIONS AND COOKIES STORING**

- 10.1. The User agrees with sending of information relating to the goods, services or activities of the Supplier to the User's E-mail Address. The User further agrees with sending of business communications by the Supplier to the User's E-mail Address and this consent may be withdrawn by the User anytime.
- 10.2. The User agrees with storing of the so-called cookies on its computer. In the case that the order may be made on the Website and Supplier's obligations from respective contract may be fulfilled without storing of the so-called cookies on the User's computer, the User may withdraw the consent under previous sentence anytime.

## **11. DELIVERY**

- 11.1. Unless agreed otherwise, all correspondence relating to the respective contract must be delivered to the other contracting party in writing, by e-mail, personally or by registered mail by means of operator of postal services (according the User's preferences). It is delivered to the User primarily to its e-mail address stated in its User Account.

## **12. FINAL PROVISIONS**

- 12.1. If relation relating to use of the Website or legal relation established by respective contract contains international (foreign) element, the parties arrange that the relation shall be governed by the Czech law. This shall not affect the User's rights arising from the generally binding legal regulations.
- 12.2. The Supplier is entitled to sell and provide services and goods on the basis of the business license and the Supplier's activities are not subject to any other permission. The User may turn to the Supplier regarding any complaint through the Supplier's contact details. If it fails with its complaint at the Supplier, possible disputes shall be settled at materially and territorially competent court. Control of business activities is carried out within its competences the competent Trade Licensing Office, regarding the possible complaint the User may turn also to the Czech Trade Inspection Authority.
- 12.3. Contractual relation between the User and the Supplier is concluded for a period determined by due performance of the contracting parties under respective contract. Unless stipulated by concluded contracts or hereby in particular cases otherwise, the contracting parties shall not be

entitled to cancel the contract before fulfillment thereof.

- 12.4. If any provision hereof is invalid or ineffective or if it becomes invalid or ineffective, it shall be replaced by provision, the meaning of which is as close to the invalid or ineffective provision as possible. Invalidity or ineffectiveness of one provision shall not affect validity of other provisions. Changes and amendments to respective contract or Terms and Conditions must be in writing.
- 12.5. This Contract, including Terms and Conditions is archived by the Supplier in electronic form and is not available with the exception of fulfillment of the Supplier's duties stipulated by the valid legal regulation.
- 12.6. The User acknowledges that the Supplier is an entity referred to in the provision of Section 2 paragraph 1 of the Act No. 340/2015 Coll., about special conditions regarding the effect of some Contracts, their publication, and the Contracts Register (Contracts Register Act), as amended (hereinafter the „**Act on the Contracts Register**“), and that the Contracts may be subject to mandatory publication in the Contracts Register. The User agrees that in such case Supplier shall publish the Contract immediately after its signing.

The Parties state that the Contract does not contain commercially confidential information or information whose publication would lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, and the Parties agree with the publication of the Contract in its entirety. Nonetheless, prior to the Contract's publication Supplier is, if necessary, entitled to delete information which, according to the Act on the Contracts Register, should not or need not be published. In the case that the publication of the Contract would nevertheless lead to unauthorized access to the rights and obligations of the Parties, their representatives or their employees, each party is responsible solely for the harm caused to itself, its own representatives, or employees.

- 12.7. Supplier's contact details: address for delivery: Charles University, Faculty of Arts, Faculty Bursar, nám. Jana Palacha 2, 116 38 Prague 1, e-mail address: eshop@ff.cuni.cz, telephone: 221 619 365.
- 12.8. A counterpart of the contract shall be filed at the Supplier, which shall make it available for the User upon its request.
- 12.9. Provisions of generally binding legal regulations regulating consumers' rights, in particular of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended, shall remain unaffected hereby.

12.10. The model form for withdrawal from contract under applicable legal regulation:

***Notice of withdrawal from contract***

- Addressee: Charles University, Faculty of Arts, to the attention of the Faculty Bursar

*nám. Jana Palacha 2, 116 38 Prague 1*

e-mail address: [eshop@ff.cuni.cz](mailto:eshop@ff.cuni.cz)

- Let me inform you that I withdraw from the contract on purchase of these goods (\*)/on provision of these services (\*)

- Date of ordering (\*)/date of receipt (\*)

- Name and Surname of User

- User's address

- User's signature (only if this form is sent as paper document)

- Date

(\*) Delete as appropriate or fill in the data.