

Terms & Conditions

GENERAL TERMS AND CONDITIONS of DINAIR Central Europe Ltd.

with its registered office at Enterprise House, 2 Pass Street, Oldham, Manchester, OL9 6HZ Great Britain
Company ID No.: 10287631, registered in the Companies House, Cardiff

supplying through: DINAIR Central Europe Ltd. – branch

with its registered office at Prague, Bořivojova 878/35, Postcode 130 00, Czech Republic Company ID No.: 05378061, registered in the Commercial Register kept by the Regional Court in Prague, Section A, Insert 77530

(the “Seller”)

I. General provisions

- These general terms and conditions (hereinafter referred to as the “Terms and Conditions”) shall apply to shopping in the Seller’s e-shop operated on the internet address www.dinair.cz, (the “e-shop”), and they define and specify, in detail, the rights and obligations of the Seller and a buyer. The Terms and Conditions are available to everyone within the e-shop.
- All contractual relations between the Seller and the Buyer are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (the “CC” [Civil Code]).
- Unless expressly stated otherwise, a consumer for the purposes of these Terms and Conditions shall mean, in accordance with the CC, everyone who enters into an agreement with the Seller and deals with it in any other way outside the scope of their business activities or outside the scope of the independent practice of their profession (each such person being hereinafter referred to as the “consumer”).

II. Purchase agreement

- The contractual relation between the Seller and the Buyer is defined by applicable legal regulations and by a purchase agreement, which also incorporates the present Terms and Conditions.
- An offer to enter into a purchase agreement shall mean the placement of goods offered by the Seller on the e-shop website; a purchase agreement shall be formed upon delivery of an order duly completed, confirmed and sent by the Buyer to the Seller within the e-shop (the “order”).
- The conclusion of a purchase agreement without agreeing on all of its required particulars laid down by the CC is ruled out within the meaning of the provisions of Section 1726 of the CC. Furthermore, the Seller, in accordance with the provision of Section 1740 par. 3 of the CC, rules out the acceptance of an offer with an addition or variation.
- The Seller is obliged to acknowledge receipt of the Buyer’s order to the Buyer without delay to the e-mail address given by the Buyer in his or her order. Simultaneously with such acknowledgment, the Seller shall send the text of these Terms and Conditions to the Buyer.
- By entering into a purchase agreement, the Seller becomes obliged to hand over goods to the Buyer and enable the Buyer to acquire title to the goods, and the Buyer becomes obliged to accept the goods and pay the purchase price to the Seller.
- By entering into a purchase agreement, the Buyer expressly confirms that he or she is aware of the fact that the present Terms and Conditions form an integral part of the purchase agreement and that he or she has been familiarised in detail with these Terms and Conditions. Before entering into the purchase agreement, the Buyer was sufficiently advised of these Terms and Conditions and had an opportunity to read them in their entirety.

III. Specification of the goods and price of the goods

- The identification of the goods and a description of their main characteristics are provided directly in the e-shop for all goods.
- The price of the goods is given directly in the e-shop for all goods. This price is given inclusive of all taxes and charges. Under the conditions laid down herein, the Seller shall charge the Buyer, beyond the price of the goods, for the cost of delivery of the goods to the Buyer.
- The purchase price of the goods shall be agreed in each purchase agreement, and the amount of the purchase price shall correspond to the purchase price of the relevant goods given in the e-shop at the time when the Buyer sends his or her

order. The Seller is entitled to unilaterally change the prices of the goods, and the price change shall not affect a purchase agreement that has been concluded.

IV. Terms of payment

- The method of payment of a purchase price shall be arranged in the purchase agreement, with reference to the Buyer's choice made in his or her order, where the Buyer has the following options to choose from:
 - a) **By Card**, and if the Buyer chooses to use a payment card for the payment of selected goods, the Buyer shall mark the type of payment card in the appropriate step when ordering the goods in the e-shop. The Buyer will then be redirected to the Seller's processing bank, which will call on the Buyer to enter card details: payment card number, payment card expiry date, and CVV2/CVC2 – the last three digits pre-printed on the signature strip of the card. The Buyer shall enter this information directly into the payment page of the processing bank, which will secure indecipherable encoded transfer of the data and it will only communicate the authorisation result to the Seller, thereby instructing that the order be executed. This eliminates the possibility of the free transfer of unprotected data in a public computer network. The Buyer will be informed by e-mail about the result of the transaction. The Seller accepts the following cards for payment: VISA Electron, VISA, Maestro and MasterCard. The presence of the "Verified by Visa" logo of the Visa Card Association and the "MasterCardSecureCode" logo of the MasterCard Card Association guarantees secure payment in the Seller's e-shop.
 - b) **Online Bank Transfer** - instant bank transfer from your bank account. Payment via the online payment gateway is always processed almost immediately.
 - c) **Bank Transfer (Proforma)** - After completing an order, the products are reserved and you will be sent an email with the necessary payment information, including a variable symbol that you must include when making your paying. When paying by bank transfer, it is necessary to allow for a longer time (usually 1-3 working days) for the payment to reach our account. For this reason, we recommend making payments online instead. As soon as the payment is credited to our account, we will start processing your order. We will send you notifications about the status of your order to the email address you provide.

V. Delivery terms

- The goods shall be delivered to the Buyer to the address that the Buyer states in the order, through a DPD express courier. The goods could be delivered exclusively to all countries from EU.
- The goods shall be delivered to the Buyer within five business days from the conclusion of the purchase agreement. However, these delivery terms cannot be considered binding, and as DINAIR Central Europe Ltd. – branch is unable to directly control the Product deliveries after shipment, they will not be held responsible if this deadline is not respected. The consignment shall contain the goods ordered and a sales document including an invoice, warranty (information) card and return form.
- The Buyer is obliged to meet simultaneously with the payment of the purchase price of goods also the cost of delivery of goods.
- Any taxes, duties or other legal charges in the country of destination for the products will be fully paid by the Customer.
- The Buyer agrees that the Seller provide the carrier with data concerning the Buyer, to the extent necessary for the proper delivery of the goods.
- Prior to delivering the goods, the Seller shall pack and mark them at its expense in the manner agreed in the purchase agreement or, if appropriate, in a standard manner corresponding to the agreed method of delivery and use.
- If it is required by the nature of the goods or such obligation is expressly determined by an applicable binding legal rule, the Seller is obliged to supply the Buyer, as part of the delivery, with such documentation and documents relating to the goods delivered that are necessary for the acceptance and use of the goods.

VI. Acquisition of title; Transfer of the risk of damage

- If the Buyer is the consumer, title to the goods as well as the risk of damage thereto shall pass to the Buyer upon acceptance of the goods from the carrier.
- If the Buyer is not the consumer, the Seller shall deliver the goods to the Buyer by handing them over to the carrier for transport to the Buyer and shall allow the Buyer to exercise his or her rights under the contract of carriage towards the carrier. The risk of damage to the goods shall pass to the Buyer that is not the consumer upon handover of the item to the carrier for transport to the place of destination stated in the order.

VII. Claims arising from defects in the goods

- The Seller shall deliver the goods to the Buyer in the quantity, quality and design as agreed in the purchase agreement. If there are no arrangements concerning the quality and design, the Seller shall deliver the goods in the quality and design fit for the purpose that is evident from the purchase agreement; otherwise, for the usual purpose.
- Claims of the Buyer arising from defects in the goods (including a complaint handling method) are governed by the applicable provisions of the CC.
- Further conditions regarding the Seller's liability for defects in goods delivered as well the method of filing a complaint, the time limit for the handling of complaints, Buyer's claims arising from defects in goods are stipulated in detail in the Seller's

complaints policy (the "Complaints Policy"). Claims of a Buyer that is not the consumer arising from defects in the goods are also provided for in more detail in this Complaints Policy. By entering into a purchase agreement, the Buyer expressly confirms that he or she has been familiarised in detail with the Complaints Policy before entering into the purchase agreement. The Buyer was advised of the Complaints Policy in a sufficient manner before entering into the purchase agreement and had an opportunity to read it in full.

VIII. Consumer's right to withdraw from the purchase agreement

- The provisions of this Article VIII of the Terms and Conditions shall apply exclusively to a Buyer that is the consumer. Therefore if the expression "consumer" is used below in this article, it shall mean a Buyer that is the consumer.
- The consumer has the right to withdraw from the purchase agreement within 14 days without giving a reason. The time under the first sentence shall run from the date of acceptance of the goods, and if the subject-matter of the purchase agreement is the delivery of several types (items) of goods, the time shall run from the date of acceptance of the last delivery of the goods. The deadline for withdrawal shall be considered to have been met if the consumer sends a notice to the Seller in the course thereof stating that he or she withdraws from the purchase agreement.
- If the consumer withdraws from the purchase agreement, he or she shall send or hand over to the Seller, without undue delay and not later than 14 days from the withdrawal from the purchase agreement, the goods that he or she received from the Seller. In such a case, the cost of returning the goods in question to the Seller shall be borne by the consumer.
- If the consumer withdraws from the purchase agreement, the Seller shall return to him or her without undue delay and not later than 14 days from the withdrawal from the purchase agreement, all funds including the cost of delivery of the goods that the Buyer received from the Seller under the purchase agreement, in the same way. The Seller shall only return funds received to the consumer in a different way if the consumer agreed to it and if it does not result in the consumer incurring further costs.
- The consumer shall only be liable to the Seller for a reduction in the value of the goods in question that occurred as a result of such goods being handled in a way other than necessary considering the nature and characteristics thereof.
- If the consumer withdraws from the purchase agreement, the Seller is not obliged to return the funds received to the consumer before the consumer hands over the goods to it or proves that he or she sent the goods to the Seller.
- In accordance with the applicable provision of the CC, the Seller informs the consumer that the consumer is entitled (but not obliged) to make use of the Form for Withdrawing from the Purchase Agreement, a specimen of which forms an appendix to the Terms and Conditions, for withdrawing from the purchase agreement within the meaning of this article of the Terms and Conditions.

IX. Personal data protection; Archiving of the purchase agreement

- By entering into a purchase agreement, the Buyer expresses his or her approval of the processing and collection of his or her personal data (stated in the purchase agreement) in the Seller's customer database until the fulfilment of the purchase agreement (for the purpose of marketing, offering further goods, potential further business cooperation or other contractual relations) until he or she delivers his or her disapproval in writing of such processing to the Seller.
- The Seller shall keep information on the buyers in accordance with applicable generally binding legal regulations of the Czech Republic, particularly in accordance with Act No. 101/2000 Coll., on personal data protection, as subsequently amended. Buyers' personal data shall be secured against misuse. The Seller shall not transmit such data to any third party, unless there is a statutory obligation to disclose such information, and with the exception of carriers and postmen authorised by the Seller to deliver the goods; only such data shall be disclosed to them that is necessary for the delivery of the goods.
- The Buyer has the right of access to his or her personal data, and the right to correct it, including other statutory rights relating to such data. The personal data may be removed from the database at the Buyer's written request delivered to the Seller.
- The Seller shall archive purchase agreements starting from the conclusion thereof, even after their fulfilment. Purchase agreements shall be archived in the form in which they were concluded. The Seller or, if applicable, an entity charged by the Seller with archiving, shall be exclusively allowed access to purchase agreements being archived. These persons are not authorised to disclose the agreements to third parties unless there is a statutory obligation to disclose them.

X. Seller's contact details

For any explanations or information regarding the method for buying online, the Customer may contact at the following:

DINAIR Central Europe Ltd. – branch

Bořivojova 878/35, 130 00 Prague 3, Czech Republic

E-mail: info@dinair-europe.com

XI. Out-of-court settlement of consumer complaints

- Within the meaning of the provisions of Section 1820 par. 1) j) of the CC, the Seller gives notice that a consumer may refer an out-of-court complaint to an inspection body, which is the Czech Trade Inspection Authority. The Czech Trade Inspection Authority settles out-of-court consumer complaints in the manner and under the conditions laid down by applicable legal regulations.

XII. Final provisions

- A purchase agreement may be concluded in the English language or in other languages as well unless this makes it impossible to conclude it.
- The Seller is entitled to modify the Terms and Conditions at any time. However, the Terms and Conditions shall apply to a particular purchase agreement in the wording effective as at the date of conclusion of the purchase agreement.
- The present Terms and Conditions shall take effect on 01/01/2019.
- A sample form for withdrawing from the purchase agreement constitutes an appendix hereto.

Complaint rules

Even if the defect of the delivered products is minimal, please be assured we will solve the problem immediately and to your satisfaction. It is in our interest to handle everything as quickly as possible, so you do not need to worry about having to wait longer than necessary (we are usually able to have everything resolved within a few days).

When can I file a complaint?

We are responsible for defects of the goods at the time of delivery or those that manifest within 24 months after delivery. We are, however, not responsible for new defects, especially if these were caused by incorrect use of the product. In case of a used product we are not responsible for defects that correspond with how much the product has been used, or defects of used products at the time of delivery. In case of products with a stated expiration date, we also bear responsibility for the product being suitable for use during this time.

We remind customers that a heightened sensitivity or an allergic reaction to a purchased product does not on its own constitute a defect. Similarly, defects of free gifts or other goods that are free of charge and were not one of your ordered goods cannot be considered grounds for complaint. Photographs on our website have an illustrative purpose and are not a binding representation of the characteristics of the product (for instance the packaging might be different due to changes on the part of the manufacturer).

What are my rights when filing a complaint?

In case of a defective product, we can compensate you in the form of a voucher.

You are also entitled to demand a remedy of the defect through replacement or repair.

If such remedy is impossible or excessive on our part, you are entitled to demand a discount from the price you have paid. In that case, you keep the goods and we repay you part of its purchase price. If the defect is substantial, you can also withdraw from the contract. In that case, you will send us the goods back and we will reimburse you in the full extent of the purchase price.

How do I file a complaint?

If you decide to file a complaint, send the products to the address DINAIR Central Europe Ltd. – branch, Bořivojova 878/35, 130 00 Prague, Czech Republic along with a filled-out complaint form that you will find [here](#).

We will inform you of the progress of the complaint, in particular of its receipt, acceptance or rejection, via e-mail or text messages. We may also contact you by phone.

We will make a decision regarding your complaint without delay. The processing of the complaint including the remedy of the defect will not exceed 30 days. Otherwise, you shall be entitled to withdraw from the purchase contract. It is necessary for you to provide us with the assistance required to meet the above time limit. In case the parcel arrives damaged or there are items missing, we advise our customers to keep all packaging for at least 5 business days as a proof of the claim: photographic evidence of the damage possibly speeds up the claim resolution.

Contact information

We will be happy to answer all your questions related to the complaint if you contact us at the e-mail address info@dinair.cz

COMPLAINT FORM

Was something different than you expected?

If so, we'll need a few information first. Please tell us:

Your order (invoice) number:

Name and surname of the purchaser / Company:

Contact information (in case it's different from the original order):

Which product does the complaint concern? (name or code of the product)

What is the reason for your complaint?

Defect of the product, description of the defect:

How do you prefer to resolve the problem?

Repair

Replacing the product with delivery costs covered by Dinair

Voucher

Product missing from order, specifically:

How do you prefer to resolve the problem?

Replacing the product with delivery costs covered by Dinair

Voucher

Additional information:

Have you received a different product or do you have any questions about filing complaints? Send an e-mail to info@dinair-europe.com and we'll answer all your questions.

If you're sending products along with your complaint, please, send them to the address:

DINAIR Central Europe Ltd. – branch, Bořivojova 878/35, 130 00 Prague 3, Czech Republic

Thank you for your information! We'll handle your complaint and get back to you as soon as possible.