

# General Terms and Conditions

## I. Fundamental provisions

These General Terms and Conditions (from now on referred to as "GTC") regulate the relations between the parties to the Purchase Contract / License Agreement, where on the one hand is the company CBD Beauty s.r.o., ID No. 09871055, with registered office at Na Záhradách 3170/1a, 690 02 Břeclav, registered in the Commercial Register kept at the Regional Court in Brno, Section C, File 121379, as the seller (from now on referred to as the "Seller"), and on the other hand is the Buyer (from now on referred to as the "Buyer").

The Buyer is a consumer or entrepreneur.

A consumer is any person who, outside the scope of their business activity or outside the scope of the independent exercise of their profession, enters into a contract with the Seller or otherwise deals with the Seller.

An entrepreneur is a person who independently carries out, on their own account and responsibility, a gainful activity in a trade or similar manner to make a profit continuously. For consumer protection, an entrepreneur shall also include, among other things, any person who concludes contracts in connection with their trade, manufacturing, or similar activity or during the independent exercise of their profession or a person who acts in the name of or on behalf of an entrepreneur. For the purposes of the GTC, an entrepreneur shall be understood to mean a person who works in accordance with the preceding sentence during his business. If the Buyer provides their identification number in the order, then the Buyer acknowledges that the rules set out in the GTC for entrepreneurs apply to them.

By placing an order, the Buyer confirms that they have read this GTC, of which the pre-contractual notice contained in Article II, Complaints Policy, and Privacy Policy, forms an integral part, and that they expressly agree to them in the version valid and effective at the time of placing the order.

The Buyer will receive an invoice containing the basic data of the contract, including the receipt according to the Sales Register Act and the tax document, electronically by sending it to the e-mail address provided by the Buyer at the time of ordering. The Buyer agrees to this.

## II. Pre-contractual notification

The Seller announces that

- a) the cost of means of distance communication does not differ from the basic rate (in the case of both internet and telephone connection according to the terms and conditions of the Buyer's operator, the Seller does not charge any additional fees, this does not apply to contractual transport, if applicable);
- b) requires payment of the purchase price before the Buyer accepts the performance from the Seller, or the obligation to pay a deposit or similar payment relates to the Buyer's requirements for the provision of specific services, if required and provided;
- c) The Seller shall not conclude contracts the subject of which is repeated performance; if such contracts are mediated by the Seller, the shortest

period for which the contract will bind the parties shall be communicated by the provider of the performance in question, including details of the price or the method of determining it for the billing period, which is always one month, provided that this price is fixed;

- d) in the case of license agreements concluded for an indefinite period, the license price is agreed upon for the entire period of the license unless otherwise specified;
- e) the prices of goods and services on the website operated by the Seller are quoted with and without VAT, including all charges provided for by law. However, the cost of delivery of goods or services varies according to the chosen method, transport providers, and method of payment;
- f) where the Buyer is a consumer, such consumer shall have the right to withdraw from the Contract (unless otherwise stated below) within fourteen days, which shall expire in the case of
  - i. the contract of sale, from the date of acceptance of the goods
  - ii. a contract involving several goods or the supply of several parts from the date of acceptance of the last delivery of the goods; or
  - iii. a contract having as its object a regular recurring supply of goods from the date of acceptance of the first delivery of goods;
  - iv. whereby such cancellation must be sent to the Seller's registered office or the Seller's email address: [legal@cbdbeauty.care](mailto:legal@cbdbeauty.care).
- g) The consumer cannot withdraw from the contract of:
  - i. the provision of services that the seller has fulfilled with the prior express consent of the consumer before the expiry of the withdrawal period;
  - ii. the delivery of goods or services, the price of which depends on the fluctuations of the financial market, independent of the will of the Seller and which may occur during the withdrawal period;
  - iii. the delivery of alcoholic beverages, which can only be delivered after a period of thirty days and the price of which depends on financial market fluctuations independent of the entrepreneur's will;
  - iv. the delivery of goods that have been modified according to the consumer's wishes
  - v. delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery;
  - vi. repairs or maintenance carried out at a place designated by the consumer at his request. However, this shall not apply in the case of subsequent performance of repairs other than those requested or the supply of spare parts other than those requested;
  - vii. repairs or maintenance carried out at a place designated by the consumer at his request. However, this shall not apply in the case of subsequent performance of repairs other than those requested or the supply of spare parts other than those requested;
  - viii. delivery of goods in sealed packaging, which the consumer has removed from the packaging, and which cannot be returned for sanitary reasons;
  - ix. delivery of an audio or visual recording or computer program if the original packaging has been tampered with;
  - x. delivery of newspapers, periodicals, or magazines;

- xi. accommodation, transport, catering, or leisure, if the entrepreneur provides these services within the specified time limit;
  - xii. the delivery of digital content if it has not been delivered on a tangible medium and has been delivered with the prior express consent of the consumer before the expiry of the withdrawal period. The seller stresses that in the case of the delivery of digital content delivered online, the consumer cannot withdraw from such a contract.
- h) in the event of withdrawal from the contract, the consumer bears the cost of returning the goods and, in the case of a contract concluded through distance communication, the cost of returning the goods if they cannot be returned by post due to their nature;
  - i) the consumer is obliged to pay a proportionate part of the price in the event of withdrawal from a contract concerning the subject matter is the provision of services and whose performance has already begun;
  - j) the consumer is liable for any loss in value of the goods which is caused by treating them differently from the way they should be treated in relation to their nature and characteristics;
  - k) in the case of a pre-order of goods by the Buyer, the price of such goods is only provisional. The final price of the goods may vary. The Seller will inform the Buyer of the price change. The purchase price of the Goods will only be determined after the Seller has stocked the Goods. Any difference between the estimated price paid and the purchase price will be refunded by the Seller or topped up by the Buyer before delivery unless the Buyer decides to cancel the pre-order. The Seller reserves the right to change the delivery date for goods that can be pre-ordered. In the event of a material change to the delivery date (i.e., 14 days), the Buyer shall have the right to withdraw from the contract. If the circumstances on which the Seller relied when the Buyer pre-ordered the goods change to such an extent that the Seller cannot reasonably be required to be bound by the pre-order, the Seller shall have the right to cancel the pre-order without further notice and subsequently inform the Buyer accordingly;
- l) the email address is [info@cbdbeauty.care](mailto:info@cbdbeauty.care).

### **III. Contract**

#### **1. Conclusion of the contract**

The purchase contract is formed by the acceptance of the order by the Seller after the Buyer has sent the order after selecting the shipping and payment method. The Buyer can conclude the contract by accepting the proposal for the conclusion of the contract on the website operated by the Seller by placing the requested performance (goods, services, electronic content) in the shopping cart. Before the Buyer bindingly confirms the order, the Buyer has the right to change the requested performance, transport, and payment method, i.e., to check all the data entered in the order. The Seller is not responsible for any errors in data transmission. The contract shall only be concluded if the Seller accepts the order within fifteen days. The Seller shall immediately confirm the conclusion of the contract to the Buyer by informative e-mail to the e-mail address provided by the Buyer.

The resulting contract (including the agreed price) may only be amended or canceled by the parties' agreement or on legal grounds unless otherwise stated in the GTC.

According to the relevant legislation, the Seller electronically archives the concluded contract for a maximum period. The contract is not accessible to third parties not involved. Information on the individual technical steps leading to the conclusion of the contract is apparent from these terms and conditions, where the process is clearly described.

## **2. Delivery of the object of purchase**

By the Purchase Contract, the Seller agrees to hand over the item to the Buyer, provide the digital content/license that is the subject of the purchase and allow the Buyer to acquire ownership/license to it. The Buyer agrees to accept the item/digital content and pay the Seller the purchase price.

The Seller retains title to the item; therefore, the Buyer will only become the owner upon full payment of the purchase price. Similarly, this rule applies in the case of the purchase of a license or service.

The Seller shall hand over to the Buyer the Item and the documents relating to the Item and shall allow the Buyer to acquire the ownership of the Item/license in accordance with the Contract.

The Seller shall fulfill the obligation to hand over the Item to the Buyer if it allows the Buyer to dispose of the Item at the place of performance and notify the Buyer promptly.

Suppose the Seller is to ship the item, the Seller shall hand over the item to the Buyer-entrepreneur by handing it over to the first carrier for transportation to the Buyer and shall allow the Buyer to exercise the rights under the transportation contract against the carrier. The Seller shall hand over the item to the Buyer - consumer when the carrier has handed over the item to the Buyer.

Suppose the object of purchase is digital content; the object of purchase shall be deemed to have been handed over when the Seller delivers an e-mail message with a link to download it to the Buyer. The Seller points out that the download link for the digital content is only valid for 60 days. The Buyer is therefore obliged to download the Digital Content within this period.

Suppose the Seller delivers a greater quantity of items than agreed, the contract of sale is also concluded for the excess amount unless the Buyer has rejected it without undue delay.

The Seller shall hand the object of purchase to the Buyer in the agreed quantity, quality, and design.

If it is not agreed on how the item is to be packed, the Seller shall pack the item according to custom; or in a manner necessary for the preservation and protection of the item. The Sellers shall provide the item for transport in the same manner.

To minimize the occurrence of damages and to ensure smooth supply, the Seller reserves the right to deliver the goods to the Buyer who has ordered goods for a total value exceeding CZK 10.000, - including VAT, within one order and/or one day, only after full payment of the total purchase price. Once the Buyer has paid the total purchase price of the purchased goods, the Seller shall carry out the dispatch following the Buyer's requirements set out in the order.

### **3. Passage of the risk of damage**

A thing is defective if it does not have the agreed-upon properties. The performance of another thing and defects in the documents necessary for the use of the item are also considered defects.

A defect establishes the Buyer's right from an unsatisfactory item performance when the risk of damage passes to the Buyer, even if it becomes apparent later. A later defect shall also establish the Buyer's right that the Seller has caused by a breach of his duty.

The Buyer shall inspect the item as soon as possible after passing the risk of damage to the Buyer. The Buyer ensures that the characteristics and quantity correspond to the order.

The risk of damage passes to the Buyer with the acceptance of the item. The same consequence occurs if the Buyer does not take over the goods, although the Seller has allowed him to dispose of them.

Damage to the item occurring after the risk of damage to the item has passed to the Buyer does not affect the Buyer's obligation to pay the purchase price unless the Seller caused the damage by breaching their obligations.

Delay in taking possession of the goods shall entitle the other party to sell the goods after giving the delayed party a reasonable additional period to take possession after providing the delayed party prior notice at the expense of the delayed party in an appropriate manner. This shall also apply if the party in the delay is late with the payment, which is conditional upon the handing over the item.

### **4. Responsibility of the Seller**

The Seller shall be liable to the Buyer that the item is free from defects upon receipt. The Seller shall be responsible to the Buyer that at the time the Buyer took possession of the item:

- a) the item has the characteristics agreed upon between the parties. In the absence of an agreement on such characteristics, the characteristics described by the Seller or the manufacturer or expected by the Buyer due to the nature of the goods and based on the advertising carried out by them;

- b) the item is fit for the purpose for which the Seller specifies its use or for which an item of the same kind is commonly used;
- c) the item is of the appropriate quantity, measure or weight;
- d) the item complies with the requirements of the law.
- e) If a defect becomes apparent within six months of the takeover, the item shall be deemed to have been defective on the takeover.
- f) The Buyer shall be entitled to exercise their right due to a defect which occurs in consumer goods within twenty-four months of receipt unless otherwise stated, but this shall not apply to:
  - i. in the case of an item sold for a lower price, the defect for which the lower price was agreed upon;
  - ii. the wear and tear caused by the regular use of the item;
  - iii. in the case of a second-hand item, for a defect corresponding to the degree of use or wear and tear the item had when the Buyer took it over; or
  - iv. if the nature of the item so requires.
  - v. In the case of consumer goods, the Buyer shall be entitled to exercise the right of defect within twenty-four (24) months unless the goods bear an expiry date, in which case the period shall be reduced only up to the date marked on the packaging of the goods.

The consumer acknowledges that if gifts are provided together with the goods, it is not possible to exercise the right of the defect within 24 months. The consumer can only exercise defective performance rights in respect of these gifts within 14 days of the date of delivery of the goods. The entrepreneur is not entitled to claim inadequate performance rights regarding gifts.

The individual time limits are further regulated in the Complaints Procedure.

For the Buyer-entrepreneur, the time limit for exercising the rights arising from unsatisfactory performance may be regulated differently. If this is expressly stated for the type of goods in question, the time limit so stated shall prevail. The goods shall be marked in such case.

The Buyer should not be entitled to the right of unsatisfactory performance if the Buyer knew that the goods were defective before receipt of the goods or if the Buyer himself caused the defect.

If the item has a defect for which the Seller is responsible and if the item is sold at a lower price or is a second-hand item, the Buyer is entitled to a reasonable discount instead of the right to exchange the item.

## **5. Substantial breach of contract**

If the unsatisfactory performance is a substantial breach of contract, the Buyer has the right to:

- a) to remove the defect by supplying a new item without the defect or by providing a missing item, unless this is unreasonable given the nature of the

defect. But if the defect relates only to a part of the item, the Buyer may only demand the replacement of the part. If this is not possible, the Buyer may withdraw from the contract. However, if this is disproportionate given the nature of the defect, in particular, if the defect can be rectified without undue delay, the Buyer shall be entitled to have the defect corrected free of charge;

- b) to have the defect removed by repairing the item;
- c) a reasonable discount on the purchase price; or
- d) to withdraw from the contract.

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 cannot change the choice made without the Seller's consent. This shall not apply if the Buyer has requested the repair of a defect that proves to be irreparable. If the Seller fails to correct the defects within a reasonable period, or if the Seller notifies the Buyer that they will not fix the defects, the Buyer may demand an appropriate discount on the purchase price instead of remedying the defect or may withdraw from the contract.

If the Buyer fails to exercise their right in time, the Buyer shall have the same rights as in the case of a non-substantial breach of contract - see below.

The Buyer-consumer is also entitled to a reasonable discount if the Seller cannot deliver a new item without defects, replace a part of it or repair the item, as well as if the Seller fails to remedy the defect within a reasonable time or if it would cause considerable difficulties to secure the correction.

## **6. Non-substantial breach of contract**

If the unsatisfactory performance is an insubstantial breach of contract, the Buyer has the right to have the defect removed or to a reasonable discount on the purchase price.

If the Buyer does not exercise the right to a discount on the purchase price or does not withdraw from the contract, the Seller may supply what is missing or remedy the legal defect. Other defects may be rectified by repairing or providing a new item at the Seller's option.

If the Seller fails or refuses to remedy a defect in the item promptly, the Buyer may demand a reduction in the purchase price or withdraw from the contract. The Buyer cannot change the choice made without the Seller's consent.

## **7. Breach of contract in general**

The Buyer shall have the right to have a new item delivered to them or to receive a replacement of a part also in the case of a repairable defect if the item cannot be used properly due to the recurrence of the defect after repair or due to a more significant number of defects. In such a case, the Buyer - consumer also has the right to withdraw from the contract.

Upon delivery of a new item, the Buyer shall return to the Seller, at the Seller's expense, the item delivered initially (including all supplied accessories).

Suppose the Buyer has not reported the defect without undue delay after it could have been detected by timely inspection and adequate care; in that case, the court shall not grant the Buyer the right of unsatisfactory performance. If the defect is latent, the same shall apply if the defect was not notified without undue delay after the Buyer could have discovered it with reasonable diligence, but at the latest, within two years after the delivery of the item.

## **8. Quality Guarantee**

By guaranteeing the quality, the Seller agrees that the item will be fit for its usual purpose or will retain its typical characteristics for a certain period. These effects are also given by indicating the warranty period or the item's shelf life on the packaging or advertisement. A guarantee may also be provided for an individual part of the item.

The warranty period shall commence when the item is handed over to the Buyer. If the item has been dispatched under the contract, it shall begin when the item is delivered to the place of destination. If the purchased item is to be put into operation by someone other than the Seller, the warranty period shall run from the date of putting the item into operation. If the Buyer has ordered the commissioning no later than within three weeks from the receipt of the item and has duly and timely provided the necessary cooperation for the performance of the service.

The Buyer shall not be entitled to the warranty if the defect is caused by an external event after the risk of damage has passed to the Buyer.

## **9. Subsequent sale of a purchased item**

If the Buyer sells, donates, or otherwise transfers the item purchased from the Seller into the ownership of another person, the Buyer is obliged to inform the Seller about it.

If the Buyer fails to inform the Seller, the Seller shall still consider the Buyer to be the owner of the item in question and the person to whom the rights from the unsatisfactory performance belong.

# **IV. Withdrawal from the contract**

## **1. Withdrawal by the consumer**

The consumer has the right to withdraw from the contract within fourteen days. The period under the first sentence shall run from the date of conclusion of the contract and, in the case of

- a) the contract of sale from the date of receipt of the goods;
- b) a contract having as its object several types of goods or the supply of several parts from the date of acceptance of the last delivery of the goods;  
or
- c) a contract having as its object a regular recurring supply of goods from the date of acceptance of the first delivery of goods.
- d) The Seller shall allow the Consumer to withdraw by completing and submitting the sample withdrawal form on the Website. The Seller shall



confirm receipt of the withdrawal form to the Consumer without undue delay in text form.

You can also withdraw by post at:

CBD Beauty s.r.o.  
Sady 28. října 1427/17  
690 02 Břeclav  
Czech Republic

If the consumer withdraws from the contract, they shall send or hand over to the Seller the goods they received from the Seller, without unnecessary delay, at the latest within fourteen days from the withdrawal from the contract, at their own expense.

The consumer should return the goods complete, i.e., all supplied accessories, with complete documentation, undamaged, clean, preferably including the original packaging, in the condition and value in which the goods were received.

As far as consumer goods are concerned, the Buyer can only withdraw from the contract if the Buyer delivers the goods undamaged and unused in the original packaging intact.

The Consumer shall be liable to the Seller only for any diminution in the value of the goods resulting from handling the goods in a manner that differs from its appropriate use regarding their nature and characteristics.

In the case of the payment of the credit note in cash, the Seller may require the presentation of an identification card (ID or passport) to prevent damage and the legalization of proceeds of crime. Without the presentation of either of these documents, the Seller may refuse to reimburse the cash.

If the consumer withdraws from the contract, the Seller shall return to the consumer without undue delay, no later than fourteen days after the withdrawal from the contract, all the money received from the consumer under the contract. The Seller shall refund the money the same way it was received from the consumer.

If the Consumer withdraws from the Contract, the Seller shall not be obliged to return the money received to the Consumer before the Consumer has handed over the Goods to the Seller or proved that the Goods had been dispatched to the Seller. The Buyer acknowledges that if gifts are provided with the goods, the gift contract between the Seller and the Buyer is concluded with the condition that if the right to withdraw from the Contract of sale is exercised within 14 days, the gift contract shall cease to have an effect. The Consumer shall be obliged to return the gifts provided, including anything by which the Consumer has been enriched, together with the returned goods. If these are not returned, these values will be understood as unjust enrichment of the Consumer. If the return of the object of unjust enrichment is not well possible, the Seller shall be entitled to monetary compensation in the amount of the standard price. In the event of withdrawal from the gift contract, the Contract of sale is not terminated, and the contracts are treated separately.

## **2. Withdrawal from a contract by an entrepreneur**

The purchasing entrepreneur does not have the right to withdraw from the contract within fourteen days. This protection period shall belong to the consumer purchaser.

## **3. Withdrawal from the contract by the Seller in case of an error in the price of the goods**

Except in cases provided for by law, the Seller is entitled to withdraw from the contract in the event of an obvious error in the price of the goods.

Withdrawal from the contract under this clause is possible within 14 days from the day following the conclusion of the purchase contract between the Buyer and the Seller by the Seller canceling the Buyer's order or otherwise indicating to the Buyer that the Seller is withdrawing from the contract.

If the Buyer has paid at least a part of the purchase price of the goods, this amount shall be transferred back to the Buyer's bank account no later than 14 days after the day following the date of withdrawal from the contract by the Seller.

## **V. Information security and protection**

Concerning the protection and processing of the Buyer's personal data by the Seller, the Privacy Policy shall apply.

## **VI. Prices**

All prices are contractual. In the online e-shop, [www.cbdbeauty.care](http://www.cbdbeauty.care), are always current and valid prices in Czech currency (CZK), except in cases where an incorrect price is quoted. See the provisions below in this article.

The prices listed for individual products are final, i.e., including VAT and all other taxes and fees that the consumer must pay to obtain the goods, but this does not apply to any charges for transport, cash on delivery, and the cost of remote means of communication, which are listed only in the so-called shopping cart and their amount is based on the Buyer's choice.

The promotional prices are valid until the stock is sold out when the number of pieces of the promotional goods is indicated or for a specified period.

The Buyer acknowledges that there may be cases when no contract between the Seller and the Buyer is concluded. In particular, if the Buyer orders goods at a price published by mistake resulting from an error in the Seller's internal information system, in this case, the Seller is entitled to withdraw from the contract of sale, even after the Buyer has received an e-mail confirming his order. In such a case, the Seller shall inform the Buyer of this fact. Examples of when an incorrectly published price may occur are mainly the following:

- a) the price of the goods is incorrect at first sight (e.g., it does not take into account the purchase price);
- b) the price of the goods has one extra digit or is missing one or more digits;

- c) the discount on the goods exceeds 50% without the goods being part of a special marketing campaign or sale marked with a special symbol.
- d) The Seller points out that the Seller's information system may automatically indicate that the goods are discounted or on sale, etc., even in the case of goods with an obviously incorrect price. In case of doubt about whether the goods are discounted or whether there is an obvious error in the price of the goods, the Buyer is obliged to contact the Seller and verify the information about the correctness of the price.

The Seller reserves the right to declare the Purchase Contract null and void if there has been misuse of personal data, misuse of payment cards, etc., or due to the intervention of an administrative or judicial authority. The Seller shall inform the Buyer of such action.

Furthermore, the Seller reserves the right to declare the Purchase Contract null and void if there is unauthorized use of a discount or similar voucher in violation of its terms and conditions, in particular in cases where:

- a) the discount voucher is used for goods other than those for which it was intended;
- b) the discount voucher is used in conjunction with another discount, even though the aggregation of these discounts has not been explicitly prohibited;
- c) the discount voucher is used for a purchase that does not reach the minimum set price;
- d) the Seller discovers that the discount voucher has already been used.

The Buyer acknowledges that in the cases mentioned above, the Purchase Contract cannot be validly formed, and at the same time, the Buyer acknowledges that the Seller is entitled to claim, among other things, unjustified enrichment.

## **VII. Payment Terms and Conditions**

The Seller reserves the right to offer the Buyer only selected payment methods at its discretion. The proposed payment methods are indicated in the shopping cart when ordering products.

The goods shall remain the property of the Seller until full payment and acceptance, but the risk of damage to the goods shall pass upon receipt of the goods by the Buyer.

The Buyer's billing details cannot be changed retrospectively after placing the order.

If the Buyer withdraws from the concluded contract with the Seller or receives a refund for any other reason, the Seller shall return to the Buyer the funds received from the Buyer based on the contract in the same way. The Buyer is responsible for the accuracy of the details for the refund.

## **VIII. Delivery Terms and Conditions**

### **1. Delivery methods**

The particular delivery methods are offered according to the availability of the individual services and regarding the capacity and commuting possibilities. In case of force majeure or failure of the information system, the Seller shall not be liable for late delivery of the goods.

The offered delivery methods, current conditions, and prices are indicated in the shopping cart when ordering products.

### **2. Other terms and conditions**

When picking up an order paid in advance, the Seller or their contractual partner may require the presentation of identification (ID or passport) to prevent damage and the legalization of proceeds of crime. Without presenting these documents, the Seller or the contractual partner may refuse to deliver the Goods. This authorization stems from Article 2900 of the Civil Code, which establishes the duty of prevention and prudence.

Goods purchased by a buyer-legal entity will only be handed over to the statutory body of the legal entity or to a person who proves themselves by a certified power of attorney. Goods purchased by a self-employed buyer will be handed over only upon presentation of a valid identification card (ID card or passport).

If the goods will not be handed over by personal collection at a branch and if the goods are purchased by a Buyer who is subject to VAT at the time of purchase and are invoiced at a 0% VAT rate, then the place of delivery must be the address of the registered office or place of business as shown in the commercial, trade or similar register.

Immediately upon delivery, the Buyer is obliged to check the condition of the shipment (number of packages, intactness of the tape, damage to the box) together with the carrier according to the enclosed delivery note. The Buyer is entitled to refuse to accept a parcel that does not conform to the contract of sale, e.g. because the parcel is incomplete or damaged. If the Buyer accepts such a damaged shipment from the carrier, the damage must be described in the carrier's handover report.

An incomplete or damaged parcel must be immediately reported by e-mail to [info@cbdbeauty.care](mailto:info@cbdbeauty.care), and a damage report must be drawn up with the carrier and sent to the Seller by e-mail or post without delay. An additional claim of incompleteness or external damage to the parcel does not deprive the Buyer of the right to claim the item. However, it allows the Seller to prove that it is not a breach of the purchase contract.

## **IX. Warranty Terms and Conditions**

The Complaints Procedure and the relevant Czech legislation govern the warranty conditions for the goods. The proof of purchase usually serves as a warranty certificate (see the Complaints Regulations for details).

## **X. Final provisions**

Relations and any disputes arising under the contract shall be governed exclusively by the law of the Czech Republic. The competent courts of the Czech Republic shall settle them. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply in accordance with Article 6 of this Convention.

Any disputes between the Seller and the Buyer may also be settled out of court. In this case, the Buyer – the consumer can contact the alternative dispute resolution entity, which is, for example, the Czech Trade Inspection. Before proceeding to out-of-court dispute resolution, the Seller recommends that the Buyer first contacts the Seller to resolve the situation.

The contract is concluded in the Czech language. Suppose a translation of the text of the Contract arises for the Buyer's use. In that case, the interpretation of the Contract in the Czech language shall apply in case of a dispute as to the interpretation of terms.

These General Terms and Conditions, including their components, are valid and effective as of the 27th of April 2021 and repeal the previous version of the General Terms and Conditions, including their components, and are available electronically at [www.cbdbeauty.care](http://www.cbdbeauty.care).