

BUSINESS TERMS AND CONDITIONS

for the sale of goods made via on-line shopping site located at the Internet address www.souperman.eu.

1. INTRODUCTORY PROVISIONS

- 1.1. These business terms and conditions set out by the rock band SOUPERMAN (hereinafter referred to as the “**Seller**”) regulate mutual rights and obligations of Contracting parties, arising in connection or on the basis of Purchase contract, understood as a binding purchase order of the goods (hereinafter referred to as the “**Purchase contract**” or “**Purchase order**”) concluded between Seller and another natural person or legal entity (hereinafter referred to as the “**Purchaser**”) via internet shop kept by Seller. Seller runs his internet shop at the Internet address www.souperman.eu via web interface.
- 1.2. Seller may amend or supplement his business terms and conditions. This provision shall not affect rights and obligations arising during the period of effectiveness of previous wording of such business terms and conditions.

2. CONCLUSION OF THE PURCHASE CONTRACT (PURCHASE ORDER)

- 2.1. Shopping site web interface contains a list of goods offered by Seller for sale, including indication of prices of individual items of offered goods. Prices of offered goods include value added tax. Offer of the sale of goods and prices of such goods shall remain valid for the period of their display at the shopping site web interface.
- 2.2. To order the goods Purchaser shall fill in an order form at the shopping site web interface. Purchaser shall be obliged to enter all data correctly and truthfully.
- 2.3. Immediately after the acceptance of Purchase order Seller shall confirm such acceptance to Purchaser via electronic mail sent to the electronic mail address of Purchaser, specified in such Purchase order. Contractual relationship between Seller and Purchaser shall be established by the dispatch of acceptance of Purchase order, sent by Seller to Purchaser via electronic mail.
- 2.4. Purchaser hereby notes that Seller is not obliged to conclude any Purchase contract, in particular with persons who have formerly fundamentally breached any Purchase contract (including business terms and conditions).

3. PRICE OF THE GOODS AND PAYMENT TERMS AND CONDITIONS

- 3.1. In addition to Purchase price Purchaser shall be obliged to pay to Seller also costs connected with packing and delivery of the goods in the agreed amount. Packing charges amounting to CZK 10 as well as postal charges as stipulated in the price list of the company Česká pošta, s.p. shall be added to the price of the goods. Regular purchasers may make cashless payments to the mentioned account of Seller.

4. WITHDRAWAL FROM THE PURCHASE CONTRACT, COMPLAINTS

- 4.1. Purchaser notes that according to the provision § 1837 letter h) of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the “**Civil Code**”), Purchase contract may not be withdrawn, among others, in case of delivery of goods adjusted to the Purchaser’s request as well as of quickly perishable goods or goods succumbing to wear and tear or obsolescence, from Purchase contract on delivery of audio and video records and computer programs, if Purchaser has impaired their original wrapping.

- 4.2. Purchaser shall be entitled to withdraw from Purchase contract in harmony with the provision § 1829 of the Civil Code not later than 14 days after the taking-over of the goods unless it is the case specified in the Article 4.1. or any other case with the impossibility of withdrawing from Purchase contract. Withdrawal from Purchase contract shall be delivered to Seller not later than 14 days following the taking-over of the goods. The goods shall be returned to Seller undamaged and not worn.
- 4.3. In case of justified withdrawal from the contract in harmony with the Article 4.2. of these business terms and conditions, Seller shall return purchase price to Purchaser not later than in 14 days, by cashless transfer to the account specified by Purchaser.

5. SHIPPING AND DELIVERY OF THE GOODS

- 5.1. Seller shall specify method of shipping of the goods, usually in the form of cash-on-delivery form via Česká pošta, s.p. The goods shall be delivered not later than 30 days following the acceptance of Purchase order (in the event that such goods is out of stock, delivery term may be extended; nevertheless, Purchaser shall be informed via electronic mail accordingly).
- 5.2. In the event that based on reasons attributable to Purchaser the goods must be delivered repeatedly, Purchaser shall be obliged to settle costs related to repeated shipping of such goods, or, as the case may be, costs related to another method of shipping.

6. LIABILITY FOR DEFECTS

- 6.1. Rights and obligations of Contracting parties with respect to liability of Seller for defects shall be governed by relevant general binding rules (in particular provision § 2099 et seq. of the Civil Code).
- 6.2. Seller warrants to Purchaser that the goods sold hereunder shall be free from defects.
- 6.3. Should not be the item free from defects when taken-over by Purchaser, Purchaser shall be entitled to free-of-charge replacement or repair made by Seller without unnecessary delay. Unless such procedure is possible, Purchaser may demand adequate discount of the price of item or may withdraw from the contract. A.m. shall not apply for the case that Purchaser has been aware of defect/s prior to the taking-over of the item, or Purchaser has made them by himself.

7. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL MESSAGES

- 7.1. Protection of personal data of Purchaser, being a natural person, shall be governed by the Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
- 7.2. Purchaser hereby agrees with processing of personal data by Seller, i.e., for the purposes of realization of rights and obligations from Purchase contract, for the purposes of management of user account and for the purposes of sending of information and commercial messages to Purchaser.