

# General Commercial Terms

Commercial Company

FRESHLABELS s.r.o.

registered office: Prague 7, Milady Horákové 452/11, Postal Code 170 00

identification number: 22793593

registered in the Commercial Register of the Municipal Court in Prague,  
File No. C 267724

## **1. INTRODUCTORY PROVISIONS**

1.1. These General Commercial Terms (hereinafter the “Commercial Terms”) of commercial company FRESHLABELS s.r.o., registered office: Prague 7, Milady Horákové 452/11, Postal Code 170 00, identification number: 22793593, registered in the Commercial Register of the Municipal Court in Prague, File No. C 267724 (hereinafter the “seller”) regulate, in accordance with the provisions of Section 1751, paragraph 1, Act No. 89/2012 Coll., Civil Code (hereinafter the “Civil Code”), the mutual rights and obligations of the Contracting Parties arising in relation to, or on the basis of a purchase agreement (hereinafter the “purchase agreement”) concluded between the seller and a natural person (hereinafter the “buyer”) via the internet store of the seller. The internet store is operated by the seller on the website at [www.freshlabels.cz](http://www.freshlabels.cz) or [www.freshlabels.com](http://www.freshlabels.com) (hereinafter the “website”) via a website interface (hereinafter the “web interface of the store”). The seller shall not conclude a purchase agreement the subject of which is (are) repeated fulfilment. Each purchase agreement is concluded for a definite period of time (until the payment and delivery of goods to the buyer). The subject of fulfilment pursuant to the purchase agreement is not any digital content.

1.2. The Commercial Terms do not relate to events where an entity who intends to purchase goods from the seller is a legal entity or entity that, when ordering goods, acts within its business activities or within its independent practice of profession.

1.3. Upon agreement between the seller and the buyer, provisions that deviate from these Commercial Terms can be negotiated in the purchase agreement. Deviating arrangements in the purchase agreement shall take precedence over the provisions of the Commercial Terms.

1.4. The provisions of the Commercial Terms in the wording published on the website at the time the purchase agreement is concluded are always an integral part of the purchase agreement, and, by ordering goods, each buyer confirms their binding nature on the contractual relationship established by the purchase agreement. The purchase agreement and the Commercial Terms are written in the Czech language for domestic stores and in English for other stores.

1.5. The seller may amend or supplement the wording of the Commercial Terms. Amendments or supplements shall become valid on the day of their publication on [Freshlabels.cz](http://Freshlabels.cz). This provision shall not affect the rights and obligations established for the period of effect of the prior wording of the Commercial Terms.

## **2. USER ACCOUNT**

2.1. The buyer may access his or her user interface based on the registration of the buyer on the website. The buyer may order goods from his or her user interface

(hereinafter the “user account”). If enabled by the web interface of the store, the buyer may also order goods without registration directly from the web interface of the store.

2.2. When registering on the website and when ordering goods, the buyer shall be obliged to correctly and truthfully provide all data. The buyer shall be obliged to update the data specified in the user account at any time that such data changes. The data specified by the buyer in the user account and when ordering goods are considered correct by the seller.

2.3. Access to the user account is secured by a username and password. The buyer shall be obliged to maintain confidentiality regarding information necessary for access to his or her user account.

2.4. The buyer shall not be entitled to permit third parties to use the user account.

2.5. The seller may cancel the user account in particular if the buyer does not use his or her user account for more than 5 years, or if the buyer breaches its obligations from the purchase agreement (including the Commercial Terms).

2.6. The buyer acknowledges that the user account does not have to be continuously available, in particular with regard to necessary maintenance of the hardware and software of the seller, or necessary maintenance of the hardware and software of third parties.

### **3. CONCLUDING A PURCHASE AGREEMENT**

3.1. The web interface of the store contains information about goods, including the prices of individual goods. The goods prices are specified including value added tax and all related fees, with the exception of the costs for delivering the goods (shipping, postage). The goods prices and offer of goods shall remain valid for as long as they are displayed in the web interface of the store. The seller reserves the right to continuously update the offer of goods and the price of goods according to its business and operational needs. This provision does not restrict the possibility of seller to conclude a purchase agreement for individually negotiated terms.

3.2. The web interface of the store also contains information on the costs associated with the packaging and delivery of the goods. The information on the costs associated with the packaging and delivery of the goods specified in the web interface of the store shall only apply when the goods are delivered in the Czech Republic.

3.3. All of the presentations of the goods on the web interface of the store is of an informative nature and has the nature of the seller’s invitation for the buyer to make an offer, and the seller shall not be obliged to conclude a purchase agreement regarding such goods. The provisions of Section 1732, paragraph 2, Civil Code, shall not apply.

3.4. The buyer acknowledges that the seller shall not be obliged to conclude a purchase agreement, in particular with persons who previously significantly breached their obligations toward the seller or for operational (capacity) or other reasons important for the seller.

3.5. To order goods, the buyer shall fill-in order forms on the web interface of the store. The order form primarily contains information about:

3.5.1 ordered goods (the buyer shall “enter” the ordered goods in the electronic shopping cart of the web interface of the store),

3.5.2 the method of the payment of the purchase price for goods, data about the required method of delivery of ordered goods and

3.5.3 information on costs associated with the delivery of goods (hereinafter jointly the “order”).

3.6. Before sending an order to the seller, the buyer will be able to check and change data that the buyer entered into the order, even in view of the possibilities of the buyer to ascertain and correct errors that occur when data is entered into an order. The buyer shall send an order to the seller by clicking on “send order”. The data specified in an order are considered correct by the seller.

3.7. Sending an order shall be considered conduct on the part of the buyer which undoubtedly identifies the ordered goods, the purchase price, the buyer, the method of payment of the purchase price, i.e. it is a binding proposal by the buyer to conclude a purchase agreement. The condition of the validity of the order is to fill in all required data in the order form, familiarization with these commercial terms on the website and confirmation by the buyer that he or she has become acquainted with these commercial terms, which the buyer does by sending the order.

3.8. The contractual relationship between the seller and the buyer shall be established upon the delivery of order acceptance, which shall be sent by the seller to the buyer via email to the email address of the buyer specified in the user interface or in the order (hereinafter the “the buyer’s email address”).

3.9. Depending on the nature of the order (quantity of goods, purchase price amount, expected transportation costs), the seller shall always be entitled to request from the buyer an additional order confirmation (for example in writing or over the phone).

3.10. In the event that the seller is unable to fulfil some of the requirements specified in the order, the seller shall send to the buyer to the buyer’s email address a changed offer with a specification of possible order alternatives and shall request the opinion of the buyer.

3.11. The changed offer shall be considered as a new purchase agreement proposal and in such a case the purchase agreement shall only be concluded upon acceptance by the buyer via email.

3.12. The buyer agrees to the use of remote means of communication when concluding a purchase agreement. Costs incurred by the buyer using remote means of communication in connection with the conclusion of a purchase agreement (the cost for an Internet connection, the cost of telephone calls) shall be borne by the buyer, and these costs are not different from the base rate.

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

4.1. The buyer may pay the price for goods and potential costs associated with the delivery of goods pursuant to a purchase agreement to the seller in the following ways: in cash or via a payment card if picking up the goods in person at the seller’s store at address:

- Freshlabels Flagship Store, Jindřišská 15, 110 00 Prague 1
- Freshlabels Backpack Store, Panská 9, 110 00 Prague 1
- Freshlabels Pickup, Stanová 2, 415 01 Teplice
- in cash upon delivery at a place determined by the buyer in the order
- via a bank transfer to the seller’s account no. 8140382/0800, kept with Česká spořitelna (hereinafter the “seller’s account”);
- via a bank transfer using a payment card;

- via a bank transfer using the Twisto payment system; via a loan provided by a third party.

4.2. Together with the purchase price, the buyer shall be obliged to also pay to the seller to costs associated with the packaging and delivery of the goods at the agreed rate. Unless expressly specified otherwise, the purchase price hereinafter also means costs associated with the delivery of goods.

4.3. The seller does not require from the buyer a deposit or other similar payment. This shall not affect the provisions of Article 4.4, Commercial Terms, regarding the obligation to pay the purchase price for goods in advance. In the event of cash payment or cash on delivery, the purchase price shall be due upon receipt of the goods. In order to minimize the occurrence of damages and ensure trouble-free delivery, the seller reserves the right to deliver goods to a buyer who ordered within one order and/or one day goods for a total value exceeding 25,000 CZK including VAT, until the full purchase price has been fully paid. In the event of non-cash payment, the buyer shall be obliged to pay the purchase price for the goods whilst also specifying the variable symbol of the payment. In the event of a non-cash payment, the buyer's obligation to pay the purchase price shall be fulfilled when the respective amount is credited to the seller's account. In the event of a non-cash payment, the purchase price shall be due within 7 days of the conclusion of the purchase agreement. The seller shall have exclusive ownership of the goods, including the packaging of the goods until the full purchase price for the goods is paid, i.e. the buyer shall acquire ownership to the goods upon the full payment of the purchase price. The provisions of Article 4.8 are not affected by the preceding sentence.

4.4. The seller shall be entitled, in particular in the event that the buyer does not additionally conform an order (Article 3.9), to request the payment of the full purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1, Civil Code, shall not apply.

4.5. Potential discounts on the price of the goods provided by the seller to the buyer cannot be mutually combined.

4.6. If it is normal in a business relationship or if determined as such by generally binding legal regulations, the seller shall issue to the buyer a tax document – invoice regarding the payment made on the basis of the purchase agreement. The seller is a VAT payer. The seller shall issue to the buyer the tax document – invoice after the payment of the price for the goods and send it in paper form together with the goods.

4.7. Pursuant to the law on the registration of sales, the seller shall be obliged to issue a receipt to the buyer. The seller shall also be obliged to register the received revenue with a tax administrator online; in the event of a technical malfunction, within 48 hours at the latest.

4.8. The “Twisto” payment is provided by Twisto payments a.s., Company Id No: 01615165, registered in the Commercial Register of the Municipal Court in Prague, Section B, Insert 19085, registered office: at address Újezd 450/40, Malá Strana, 118 00 Prague 1, on the basis of a Twisto invoice, via the assignment of the receivable for the payment with an extended due date to Twisto payments a.s., under the conditions specified in the “General Commercial Terms for Customers of the “TWISTO” Service. In the event that the buyer uses the “Twisto” mediated by the seller and provided by Twisto payments a.s., the buyer shall be obliged to make the payment (i.e. the total purchase price and costs for the transportation of the goods) within 14 days as of the date of the delivery of the goods. In order to conclude a purchase agreement, the buyer shall fill in an order, the seller shall accept the order (written confirmation by email), and the buyers

shall pay for the ordered goods, or use the “Twisto” service to do so. The buyer agrees that by choosing the Twisto service in the shopping cart of the vendor, and upon subsequent approval of the payment by Twisto, the buyer accepts the “General Commercial Terms for Customers of the “TWISTO” Service.

## **5. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

5.1. The buyer acknowledges that pursuant to the provisions of Section 1837, Civil Code, among other things it is not possible to withdraw from the purchase agreement for the delivery of goods modified according to the wishes of the buyer, as well as goods subject to rapid deterioration, wear or obsolescence, from a purchase agreement on the delivery of goods in a sealed package which the consumer removed from the packaging and cannot be returned for hygienic reasons.

5.2. If this does not concern the case specified in Article 5.1 or a different case wherein it is not possible to withdraw from the purchase agreement, in accordance with the provisions of Section 1829, paragraph 1, Civil Code, the buyer shall be entitled to withdraw from the purchase agreement within fourteen (14) days of receiving the goods (pursuant to Article 6.5), which the seller extends to 30 days, and in the event that the subject of the purchase agreement is several types of goods or the delivery of several parts, this deadline shall run from the date of takeover of the last delivery of the goods. The deadline shall be considered adhered to if the buyer sends the goods back to the seller before the expiration of 30 days from date the buyer received the goods, or their last item or part into physical possession.

5.3. Goods that the buyer returns to the seller are sent to the following address: Freshlabels s.r.o., Stanová 1182/2, 41501, Teplice.

5.4. After withdrawing from the purchase agreement, the buyer may use the sample form provided by the seller, which is an annex to the Commercial Terms. The buyer may send a withdrawal from the purchase agreement to the address Stanová 1182/2, 41501, Teplice, to the address of the registered office (Prague 7, Milady Horákové 452/11, Postal Code 170 00) of the seller, or to the email address of the seller info@freshlabels.com. The provisions of Article 11 of these Commercial Terms apply for the delivery of a withdrawal. The seller shall immediately confirm to the buyer in text form the receipt (delivery) of a withdrawal to the buyer's email address. Goods that the buyer returns to the seller are sent to the following address: Freshlabels s.r.o., Stanová 1182/2, 41501, Teplice.

5.5. In the event of a withdrawal from the purchase agreement pursuant to Article 5.2 of the Commercial Terms, the purchase agreement shall be terminated from its inception. The goods must be immediately returned to the seller at the expense of the buyer, at the latest within fourteen (14) calendar days of the sending of the withdrawal from the purchase agreement to the seller. If the buyer withdraws from the purchase agreement, the seller shall return the funds received from the buyer (excluding the amount that represents the additional costs for the delivery of goods resulting from the buyer's chosen method of delivery of goods which is different than the least expensive type of standard delivery of goods offered by the seller) within 14 days from the withdrawal from the purchase agreement by the buyer, in the same manner in which the seller received the funds from the buyer. However, the seller reserves the right to delay the return of the purchase price until the goods are returned pursuant to Article 5.8, second sentence.

5.6. In the event that a payment was made using a gift certificate, the buyer expressly agrees that the return of the funds is done via credit that will be added to his or her user

account. In the event of withdrawal from the agreement, the buyer shall bear the costs for transport of the returned goods back to the seller, even if the goods cannot be returned due to their nature via post.

5.7. Within (10) days from the return of the goods by the buyer pursuant to Article 5.3 Commercial Terms, the seller shall be entitled to review the returned goods, in particular for the purpose of ascertaining if the returned goods are damaged, depreciated or partially consumed.

5.8. The seller shall also be entitled to return fulfilment provided by the buyer during the return of the goods by the buyer, or in a different manner, if the buyer agrees therewith and does not incur additional costs therefrom. If the buyer withdraws from the purchase agreement, the seller shall not be obliged to return the received funds to the buyer before the buyer returns the goods or proves that he or she sent the goods to the seller.

5.9. The buyer acknowledges that if goods returned by the buyer are damaged, depreciated or partially consumed, an entitlement shall be established for the seller toward the buyer for compensation of costs incurred to the seller therefrom. The seller shall be entitled to unilaterally offset the entitlement to compensation for incurred damages against the entitlement of the buyer to the return of the purchase price.

5.10. Until the goods are received by the buyer, the seller shall be entitled to withdraw at any time from the purchase agreement. In such a case the seller shall immediately return to the buyer the purchase price via a bank transfer to the account determined by the buyer.

5.11. If a gift is provided alongside the goods to the buyer, a gift agreement between the seller and the buyer shall be concluded with a condition subsequent that if the buyers withdraws from the purchase agreement, the gift agreement regarding such a gift shall no longer be effective and the buyer shall be obliged to return the gift along with the goods to the seller.

5.12. In the event that the buyer paid funds in cash when receiving the goods, the buyer expressly agrees that upon withdrawal from the purchase agreement, the seller shall send to the buyer the amount via a bank transfer.

5.13. In the event that a payment was made using a gift certificate, the user expressly agrees that the return of the funds is done via credit that will be issued by the vendor at the store or sent to the email address of buyer.

5.14. In the event of withdrawal from the agreement, the buyer shall bear the costs associated with the return of the goods, and with regard to an agreement concluded via remote means of communication, then also the costs for the return of the goods, if such goods cannot be returned due to their nature by post.

## **6. TRANSPORTATION AND DELIVERY OF THE GOODS**

6.1. The seller determines the method of delivering the goods, unless specified otherwise in the purchase agreement. In the event that the mode of transportation is agreed on the basis of the buyer's special request, the buyer shall bear the risk and any additional costs associated with this method of transport. If the seller is required to send the goods pursuant to the purchase agreement, the seller shall submit the item to the buyer by transferring it to the first carrier for transport for the buyer pursuant to Section 2090, Civil Code.

6.2. If, pursuant to the purchase agreement, the seller is obliged to deliver the goods to a location determined by the buyer in the order, the buyer shall be obliged to take over the goods upon their delivery.

6.3. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a manner other than what was specified in the order, the buyer shall be obliged to pay the costs associated with repeated delivery of the goods, or the costs associated with a different delivery method.

6.4. Upon takeover of the goods from the carrier, the buyer shall be obliged to check that the packaging of the goods has not been breached and in the event of any defects, to immediately inform the carrier of such a fact (i.e. to the deliverer of the goods from which the buyer receives the goods). In the event that the packaging has been breached indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier. By signing the delivery sheet or confirmation of the takeover of the goods, the buyer confirms that the packages containing the goods was not breached.

6.5 Risk of damage to the goods is transferred to the buyer upon the takeover of the item; the risk of damage is also transferred if the buyer does not take over the item even though the seller allowed the buyer to handle it and the buyer breaches the purchase agreement by not taking over the goods.

## **7. RIGHT FROM DEFECTIVE FULFILMENT**

7.1. The rights and obligations of the Contracting Parties from defective fulfilment are governed by the relevant generally binding legal regulations (in particular the provisions of Section 1914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 Civil Code). The buyer shall be entitled to exercise a right from a goods defect that occur to the goods within 24 months of takeover (seller's quality warranty). The right from defective fulfilment shall not pertain to the buyer if the buyer knew before taking over the goods that the goods were defective or that the buyer caused the defect to the goods.

7.2. The seller is responsible to the buyer that the sold item is in compliance with the purchase agreement, in particular that it is without defects. Compliance with the purchase agreement means that the sold item has the quality and utility properties required by the agreement, described by the seller, the manufacturer or its representative, or expected on the basis of advertisement, or quality and utility properties normal for such an item, that it corresponds to the requirements of legal regulations, is in the corresponding quality, degree and weight and corresponds to the purpose that the seller specifies for the use of the item, or for which the item is normally used.

7.3. If the goods have a defect the nature of which is a significant breach of the purchase agreement, the buyer shall be entitled to request, based on his or her own consideration, (i) removal of the defect via the delivery of new goods without a defect (exchange damaged goods for new goods), so long as this is not unreasonable given the nature of the defect, or the delivery of missing goods or (ii) removal of a defect via the repair of the goods or (iii) a reasonable discount on the purchase price or (iv) withdraw from the agreement. If the goods have a defect the nature of which is an insignificant breach of the purchase agreement, the buyer shall be entitled to removal of the defect, or to a reasonable discount on the purchase price for goods. Instead of removal of the defect, the buyer may request a reasonable discount on the purchase price or withdraw from the purchase agreement if the seller does not remove the defect on time or refuses

to remove it, if the defect cannot be removed, or if the buyer cannot use the goods for repeated occurrence of the defect after repair or a higher number of defects.

7.4. The provisions specified in Article 7.2, Commercial Terms, shall not be used for goods sold at a lower price for a defect for which the lower price was agreed, for depreciation of goods caused by their normal use, for used goods for a defect corresponding to the level of use or depreciation that the goods had when they were taken over by the buyer, or if this arises from the nature of the goods.

7.5. If a defect manifests during the course of six months from the takeover, it shall be considered that the goods were defective when they were received.

7.6. The buyer shall exercise rights from defective fulfilment with the seller at the address of its establishments and warehouses, and the warehouse address is the primary address (warehouse: Stanová 1182/2, 415 01, Teplice; establishments: Freshlabels Flagship Store, Jindřišská 15, 110 00 Prague 1, Freshlabels Backpack Store, Panská 9, 110 00 Prague 1, Freshlabels Pickup, Stanová 2, 415 01 Teplice), in which receiving of claims is possible with regard to the range of sold goods, or at the registered office or place of business. The moment of the exercising of a claim is considered the moment when the seller received from the buyer the claimed goods.

7.7. Other rights and obligations of the Parties relating to the responsibility of the seller for a defect are regulated by the Claims Procedure, which is an integral part of the [Commercial Terms and can be found here](#). ([Download link](#))

## **8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

8.1. The buyer shall acquire ownership of the goods upon paying the full purchase price for the goods.

8.2. The buyer acknowledges that software and other components that make up the web interface of the store (including photos of the offered goods) are copyrighted. The buyer undertakes not to engage in any activity that might allow it or third parties to tamper with or improperly use the software or other components that make up the web interface of the store.

8.3. When using the web interface of the store, the buyer shall not be entitled to use mechanisms, software, or other procedures that could negatively impact the web interface of the store. The Web interface of the store may only be used to the extent that is not to the detriment of the rights of the other customers of the seller and which is in accordance with its intended purpose.

8.4. The seller is not bound in relation to the buyer to any codes of conduct pursuant to the provisions of Section 1826, paragraph 1, letter e) Civil Code.

8.5. The buyer acknowledges that the seller shall not bear responsibility for errors that occur as a consequence of impacts by third parties to the website or as a consequence of the use the website at variance with its intended purpose.

8.6. The seller shall be entitled to sell goods on the basis of a trade licence. The trade license inspection is carried out by the relevant Trade Licensing Office within the scope of its competence. Supervision of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises, among other things, within a defined scope, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.7. The buyer hereby assumes the risk of changes in circumstances pursuant to Section 1765, paragraph 2, Civil Code.



## **9. PROTECTION OF PERSONAL DATA**

With regard to the protection and processing of personal data of the buyer by the seller, these conditions for the protection of personal data shall be used. ([Download link](#))

## **10. BASIC COMMERCIAL COMMUNICATIONS AND STORING COOKIES**

10.1. The buyer agrees to the sending of information related to the goods, services or business of the seller to the buyer's email address and also agrees to the sending of the seller's commercial communications to the buyer's email address.

10.2. The buyer agrees with storing cookies on his or her computer. If it is possible to make a purchase on the website and fulfil the obligations of the seller from the purchase agreement without storing cookies on the buyer's computer, the buyer may revoke the consent given in the previous sentence at any time.

## **11. DELIVERY**

11.1. Unless agreed otherwise, all correspondence relating to the purchase agreement must be delivered to the other Contracting Party in writing by e-mail, in person or by registered mail through a postal service provider (according to the sender's choice). Deliveries shall be made to the buyer to the email address listed in his or her user account.

11.2. Delivered shall also be considered notifications that the addressee refused to takeover, which were not picked up during the storage period, or which were returned as undeliverable.

11.3. The Contracting Parties may send regular correspondence to each other via e-mail, namely to the e-mail address specified in the user account of the buyer or specified by the buyer in an order, or to the address specified on seller's website. The seller's mailing address is: Freshlabels s.r.o., Stanová 1182/2, 415 01, Teplice.

## **12. CLOSING PROVISIONS**

12.1. If the relationship established by the purchase agreement contains an international (foreign) element, then the Parties agree that the relationship is governed by Czech law, especially by the Civil Code. This shall not affect the consumer's rights under generally binding legal regulations.

12.2. If any of the provisions of the Commercial Terms are invalid or ineffective or become invalid or ineffective, the invalid provisions shall be replaced by provisions whose purpose is as close as possible to that of the invalid provision. The invalidity and ineffectiveness of such a provision shall not affect the validity of the other provisions. Amendments and supplements to the purchase agreement or Commercial Terms must be in writing.

12.3. The purchase agreement and the Commercial Terms are archived by the seller in electronic form and are not accessible.

12.4. Annexes to the Commercial Terms are a sample form for withdrawal from the purchase agreement, the Claims Procedure and the Claims Form.

12.5. If the relationship established by the purchase agreement contains an international (foreign) element, then the Parties agree that the relationship is governed by Czech law. This shall not affect the consumer's rights under generally binding legal regulations. Potential disputes may also be resolved out of court.

12.6. The contact information for the seller is as follows - delivery address: Freshlabels s.r.o., Stanová 1182/2, Teplice, 41501, email address: info@freshlabels.com, telephone: +420 777 077 700.

12.7 In the event that a consumer dispute occurs between the seller and the buyer (consumer) from the purchase agreement that cannot be resolved via mutual agreement, the consumer may submit a proposal for resolving such a dispute out of court. The Czech Trade Inspection, registered office: Štěpánská 567/15, 120 00 Prague 2, Company Id No: 000 20 869, internet address: <http://www.coi.cz> ČOI, is the relevant authority for resolving out of court consumer disputes from the purchase agreement. The consumer may also use the online platform resolving disputes, which is established by the European Commission at address <http://ec.europa.eu/consumers/odr/>. The seller recommends that the buyer first uses info@freshlabels.com for resolving situations that have occurred.

12.8 All disputes arising out of or in connection with any purchase agreement concluded between the seller and the buyer, including any question regarding its existence, validity or termination, shall be finally resolved under the Czech Law with the exclusion of conflicts of law rules and the application of the United Nations Convention on Contracts for the International Sales of Goods of April 11, 1980 (the "Vienna Convention") by the relevant Regional Court in Prague determined by the seat of the seller. The seller and the buyer agree that the registered office of the seller is deemed to be the place of performance of obligations in the sense of the Council Regulation (EU) Nr. 1215/2012 of the European parliament and of the Council, on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. These Commercial Terms shall come into effect on 1. 11. 2018.

### **13. DOWNLOAD LINKS**

13.1. [Claims Form \(PDF\)](#)

13.2. [Claims Procedure \(PDF\)](#)

13.3. [Exchange form / return form \(english version\) \(PDF\)](#)