

Terms & Conditions

I. Basic Provisions

The following Terms and Conditions (**Business Terms and Conditions**) regulate the relationships of parties to a purchase / licence agreement entered into by and between **Respiro Upcycled Alchemy s.r.o.**, Co. Reg. No. 29455855, VAT Reg. No. CZ29455855, with its registered office at Dobrovského 874/29, 702 00 Ostrava, registered in the Commercial Register with the Municipal Court in Ostrava, File No. 8573 as the seller on the one part (**Respiro Upcycled Alchemy s.r.o.**) and the purchaser on the other part (**purchaser**).

Purchaser is a consumer or an entrepreneur.

Consumer is a private individual acting in a private capacity, entering into an agreement or otherwise dealing with Respiro Upcycled Alchemy s.r.o..

Entrepreneur is an individual licensed to get engaged in business on one's own account and responsibility with an intention to generate profit on a continuous basis. For the purposes of consumer protection, an entrepreneur is (including but not limited to) an individual entering into contracts / agreements relating to the entrepreneur's business, manufacturing or similar activities or employment; or an individual acting on behalf or on account of an entrepreneur in question. For the purposes hereof, an entrepreneur is an individual acting in compliance with the preceding sentence as part of one's own business. If completing their registration number in the order, the purchasers acknowledge that they are bound by the rules stipulated in the Business Terms and Conditions for entrepreneurs.

By placing the order, the purchaser confirms that it has become familiar with these General Business Terms and Conditions prior to entering into the agreement, namely with the representations and warranties given in Part II hereof, as well as with the Claims Code and Delivery Information constituting an integral part hereof, and explicitly agrees to the same in the wording valid and effective as at the moment of placing the order.

The purchaser acknowledges that it is not entitled to use the registered trademarks, trade names, company logos, etc. of Respiro Upcycled Alchemy s.r.o. or Respiro Upcycled Alchemy's contractual partners by virtue of having purchased the products offered by Respiro Upcycled Alchemy s.r.o., unless agreed otherwise under a specific agreement with reference to individual cases.

II. Pre-Contractual Representations and Warranties

Respiro Upcycled Alchemy s.r.o. represents and warrants that:

- a. The cost of distance communication is subject to no additional fees (Respiro Upcycled Alchemy s.r.o. charges no additional fees to the amount charged by the purchaser's internet / telephone provider; unlike in case of contractual deliveries).
- b. Purchasers-consumers are entitled to withdraw from the agreement (unless otherwise stipulated below) within a period of 14 days commencing on the day of:
 - i. receiving the goods (purchase agreements);
 - ii. receiving the last delivery (agreements for the purchase of several types of goods / delivery of several parts); or
 - iii. receiving the first delivery (ongoing contracts);

and do so in writing either by sending the notice of withdrawal to the Respiro Upcycled Alchemy s.r.o. Kořenského 39, 703 00 Ostrava

- g. The consumer cannot withdraw from an agreement for the:
 - i. provision of services performed by Respiro Upcycled Alchemy s.r.o. with previous explicit consent of the consumer prior to the expiration of the period of notice;
 - ii. delivery of goods / services offered for the price affected by deviations in the financial market beyond Respiro Upcycled Alchemy's s.r.o., control with a potential to occur during the period of notice;

- iii. delivery of goods adjusted as per the requirements / for the needs of the consumer;
- h. The costs incurred in association with returning the goods are borne by the consumer.
- i. The consumer is required to pay a pro-rata price for services already commenced to be provided under a withdrawn agreement.

III. Agreement

1. Execution

The purchaser enters into the agreement by accepting the offer to enter into the agreement as displayed on the website operated by Respiro Upcycled Alchemy s.r.o. and in particular by adding the requested product to the cart. The purchaser may as well enter into the agreement with the assistance of Respiro Upcycled Alchemy s.r.o. employee, either in person at the business premises, by telephone or by email. The purchaser can change the products added to the cart as well as the selected shipping and payment method, i.e. check the order details, before placing a firm order. The purchase agreement is entered into upon the moment the purchaser (having selected the shipping and payment method) submits the order and the order in question is received by Respiro Upcycled Alchemy s.r.o. whereby Respiro Upcycled Alchemy s.r.o. assumes no liability for any mistakes and errors (if any) having occurred during the transfer of data. The purchaser is informed about the executed agreement in a confirmation email letter sent by Respiro Upcycled Alchemy s.r.o. to the email address provided by the purchaser.

Unless stated in the General Business Terms and Conditions otherwise, the executed agreement (incl. agreed price) may be amended or terminated only with the agreement of the parties or in cases stipulated by law.

The executed agreement is archived for the performance purposes; the agreement is not additionally available to other than involved third parties. Information about the individual technical steps to be taken in order to enter into an agreement is comprehensibly described in these General Business Terms and Conditions.

2. Delivery

Under the purchase agreement, Respiro Upcycled Alchemy s.r.o. undertakes to deliver the product to the purchaser, and enable the purchaser to acquire the right of ownership to the product purchased under the purchase agreement; the purchaser undertakes to receive the product and pay the purchase price to Respiro Upcycled Alchemy s.r.o.

As Respiro Upcycled Alchemy s.r.o. reserves the right of ownership to the product, the purchaser acquires the title to the product only after the purchase price has been paid in full.

Respiro Upcycled Alchemy s.r.o. delivers the product to the purchaser along with relevant documents pertaining thereto and enables the purchaser to acquire the title to the product in compliance with the agreement.

Respiro Upcycled Alchemy s.r.o. delivers the purchased product to the purchaser in the agreed amount, quality and design.

If not agreed otherwise, the product is packed by Respiro Upcycled Alchemy s.r.o. by convention; if no convention exists, the product in question is packed as to provide for its protection and preservation. The same applies also to goods to be shipped.

3. Risk of Damage

The product is defective if lacking the agreed characteristics.

The purchaser is to examine the product, its characteristics and quantity as soon as feasible after the risk of damage to the product passes to the purchaser.

The risk of damage passes to the purchaser upon accepting the product.

Damage to the product occurring after the risk of damage has passed to the purchaser does not affect the purchaser's obligation to pay the purchase price unless the damage occurred as result of a breach of Respiro Upcycled Alchemy's s.r.o. obligation.

If one party is delayed in accepting the product, the other party is entitled to reasonably sell the product at the expense of the delayed party and do so following a prior notice and providing the delayed party with an additional reasonable period to accept the product. The same applies also to delays on payment where the product cannot be accepted unless the purchase price is paid.

4. Liability Respiro Upcycled Alchemy s.r.o.

Respiro Upcycled Alchemy s.r.o. is liable to the purchaser that the product is free from defects upon receipt. In particular, Respiro Upcycled Alchemy s.r.o. is liable to the purchaser that, at the moment the product is received by the purchaser:

- a. The product has the characteristics agreed by the parties or (if no agreement is reached) the characteristics described by Respiro Upcycled Alchemy s.r.o. or the manufacturer or expected by the purchaser with reference to the nature of the goods and related advertisement.
- b. The product can be used for the purposes stated by Respiro Upcycled Alchemy s.r.o. or for the purposes for which the product of that kind is usually used.
- c. The product is provided in the corresponding quantity, measurement or weight.
- d. The product complies with the requirements stipulated by law.

If the product becomes defective within six months after receipt, the product is deemed being defective already upon receipt.

Unless stipulated otherwise, the purchaser is entitled to claim defective consumer goods within 24 month after receipt. This does not apply to:

- a. usual wear and tear;
- b. defects caused by ordinary use or wear and tear and evident at the moment of receipt by the purchaser; or
- c. cases implied by the nature of the case.

The individual periods are stipulated in more detail in the Claims Code.

Improper performance cannot be claimed if the purchaser was aware about the defect before accepting the product or if the defect in question was caused by the purchaser.

5. Material Breach

If improper performance constitutes a material breach of the agreement, the purchaser is entitled to:

- a. have the defect removed by way of being delivered a new defect-free product or the missing part if such is not unreasonable with respect to the nature of the defect in question; in case of a component part affected by the defect, the purchaser can only claim that the component part in question be replaced; if such is not feasible, the purchaser may withdraw from the agreement; if, however, the above is not reasonable with respect to the nature of the defect in question, especially if the defect can be removed without undue delay, the purchaser is entitled to have the defect removed for free;
- b. have the defect removed by way of repair;
- c. be given a reasonable discount on the purchase price; or
- d. withdraw from the agreement.

When claiming the defect in question, the purchaser informs Respiro Upcycled Alchemy s.r.o. as to which of the aforementioned options the purchaser has selected and does so either immediately or without undue delay thereafter whereby the selected option can be then changed only if so approved by Respiro Upcycled Alchemy s.r.o.; with the exception of a defect requested by the purchaser to be repaired and subsequently being identified as irreparable. If the defects are not removed by Respiro Upcycled Alchemy s.r.o. within a reasonable period or if the purchaser is informed by Respiro Upcycled Alchemy s.r.o. that the defects in question will not be removed, the purchaser may claim a reasonable discount on the purchase price instead of withdrawing from the agreement or withdraw from the agreement.

If the purchaser fails to select one of the options mentioned above, the rights implied by immaterial breach apply – see below.

In addition to cases where Respiro Upcycled Alchemy s.r.o. cannot deliver a new defect-free product, replace the component part or repair the product, purchasers-consumers are entitled to a reasonable discount also in cases where Respiro Upcycled Alchemy s.r.o. fails to remedy the situation within a reasonable period or where the remedy would cause significant inconvenience to the purchaser.

6. Immaterial Breach

If improper performance constitutes other than material breach, the purchaser is entitled to have the defect removed or to be given a reasonable discount on the purchase price.

Unless the purchaser claims the discount on the purchase price or withdraws from the agreement, Respiro Upcycled Alchemy s.r.o. may deliver the missing parts or remove the legal defect. Other

defects can be removed at Respiro Upcycled Alchemy's s.r.o. discretion either by way of repair or delivery of a new product.

If Respiro Upcycled Alchemy s.r.o. fails to remove the defect in due course or refuses to remove the defect, the purchaser may claim a reasonable discount on the purchase price or withdraw from the agreement whereby the selected option can then be changed only if so approved by Respiro Upcycled Alchemy s.r.o.

7. General Breach

The purchaser may claim to have the defect removed by way of being delivered a new thing or a replaced component part also in cases where the defect can be removed but the product cannot be used because of a repeated occurrence of the defect after repair or a larger number of defects. In such cases, the purchaser is entitled to withdraw from the agreement.

If being delivered a new product, the purchaser returns the original product back to Respiro Upcycled Alchemy s.r.o. (along with all accessories delivered together with the product itself).

Purchasers failing to report the defect without undue delay after the defect could have been ascertained by the purchaser had the product been examined in due course and with sufficient care will not be adjudicated by court the rights under improper performance. The same applies also to a hidden defect not reported without undue delay after the defect could have been ascertained by the purchaser had the product been examined with sufficient care, however, not later than within two years after the product has been delivered to the purchaser.

8. Quality Guarantee

In providing the quality guarantee, Respiro Upcycled Alchemy s.r.o. undertakes that the product in question will be fit for the ordinary purpose or will preserve the ordinary characteristics. The same applies also to the guarantee period or best before date indicated on the packaging or advertised. The guarantee may as well be arranged with reference to individual component parts of a product.

The guarantee period commences on the day the product is delivered to the purchaser. If the product is to be shipped to the purchaser as agreed in the agreement, the guarantee period commences only on the day the product is shipped to the designated place.

The purchaser is not entitled to claim guarantee with reference to a defect caused by outer circumstances after the risk of damage has passed to the purchaser.

IV. Withdrawal

1. Consumer

Consumers are entitled to withdraw from the agreement within a period of 14 days. The period stated in the first sentence commences on the day the agreement is executed

Consumers may withdraw from the agreement by sending a notice of withdrawal to:

Respiro Upcycled Alchemy s.r.o.

Košenského 39

700 30 Ostrava

If withdrawing from the agreement, the consumer is to return to Respiro Upcycled Alchemy s.r.o. the goods delivered by Respiro Upcycled Alchemy s.r.o. and do so at consumer's cost without undue delay, however, no later than within 14 days after withdrawing from the agreement.

The goods are to be returned complete, i.e. along with the delivered accessories and complete documentation, undamaged, clean, in the original packaging (if possible) and in the condition and value in which the goods have been received by the purchaser.

Consumers are liable to Respiro Upcycled Alchemy s.r.o. for any decrease in value of the goods caused by handling the goods other than as required by the nature and characteristics of the goods.

Consumers withdrawing from the agreement are refunded the entire amount paid under the agreement whereby this amount is refunded by Respiro Upcycled Alchemy s.r.o. without undue delay, however, no later than within 14 days following the withdrawal, and with the use of the same method of payment as agreed in the agreement.

Consumers withdrawing from the agreement may as well be refunded the entire amount paid only after the goods are returned to Respiro Upcycled Alchemy s.r.o. or after the consumers prove that the goods have been sent to Respiro Upcycled Alchemy s.r.o..

Consumers acknowledge that if the goods are delivered along with any gifts, Respiro Upcycled Alchemy s.r.o. and the purchaser enter into a contract of donation on the condition that such contract of donation terminates as soon as the consumer enjoys its right and withdraws from the purchase agreement within a period of 14 days whereby the consumer must return the goods in question along with the gifts and everything obtained in relation thereto; if not returned, the same will be considered unjust enrichment. If the profits acquired by unjust enrichment cannot be returned, Respiro Upcycled Alchemy s.r.o. is entitled to claim monetary compensation in the amount of ordinary price.

2. Other

If the product in question cannot be returned in the condition originally received by the purchaser, the agreement cannot be withdrawn or delivery of a new product claimed. This does not apply to cases Purchasers failing to report the defect in due course are not entitled to withdraw from the agreement.

V. Personal Data Protection and Security

The seller represents and warrants that all personal data are confidential and such will be used only for the performance of the agreement entered into with the purchaser and for the marketing purposes of the seller (incl. marketing activities performed together with the contractual partners of the seller). The personal data will not be published or disclosed to third parties, with the exception of cases where such disclosure is necessary for the distribution of and payment for the ordered goods (name, account number, shipping address) or for special marketing purposes. In handling the personal data, the purchaser proceeds without detriment to the rights of the entity disclosing the personal data, namely the right to human dignity, and cares for the protection of the private and personal life of the same from unauthorised intervention. The personal data disclosed willingly by the purchaser for the purposes of placing the order and marketing are collected, processed and stored in compliance with law. The purchaser gives consent to the seller to collect and process the disclosed personal data for the performance of the purchase agreement in question and for the marketing purposes of the seller (telemarketing, text messages and marketing information distributed directly by the seller or third parties); the consent is granted until revoked in writing by sending the notice of revocation to **Respiro Upcycled Alchemy s.r.o., IČ 29455855, Kořenskho 39, 700 30 Ostrava** or submitting the notice in electronic form.

Customers making a claim are required to provide their full name, address, telephone number and signature (digital signature) whereby such disclosed personal data are processed exclusively for the purposes of handling the claim and in compliance with law.

Purchasers are entitled to access and edit their personal data, request explanation and removal of mistakes as well as exercise other rights pertaining thereto.

In obtaining the consent to personal data processing, Respiro Upcycled Alchemy s.r.o. may use cookies in compliance with Directive 95/46/ES in order to make the provision of information services easier whereby Respiro Upcycled Alchemy s.r.o. makes sure that the users are aware of the data and information stored in their end devices. The users may prevent the cookies from being stored in their end devices, for instance, by running the anonymous browsing function.

In order to prevent criminality and minimise the damage, Respiro Upcycled Alchemy s.r.o. reserves the right to reject an order placed by the purchaser from a blocked IP address listed on a blacklist. Purchasers encountering problems with placing their order may contact Respiro Upcycled Alchemy s.r.o. by email or phone.

VI. Business Hours

Orders placed in the Respiro Upcycled Alchemy s.r.o. e-shop are accepted 24 hours a day, seven days a week.

In the event of an information systems failure or force majeure, Respiro Upcycled Alchemy s.r.o. assumes no liability for non-observance of the stipulated business hours.

VII. Prices

The prices are contract prices. Prices quoted online in the e-shop are always up to date and valid. Prices quoted for individual products are final, that is, incl. VAT and other taxes and fees (if any) payable by the consumer for a product in question (excl. shipping fees, collection fees and cost of

distance communication shown in the shopping cart in the amount depending on the option selected by the purchaser).

Special promotion prices are valid either until stocks are exhausted (with displayed information as to the number of items in question offered for the special promotion price) or for a limited period.

The purchaser acknowledges that Respiro Upcycled Alchemy s.r.o. and the purchaser need necessarily not enter into the agreement, especially if the goods are ordered by the purchaser for a price mistakenly quoted on the website due to the internal Respiro Upcycled Alchemy s.r.o. system error of which the purchaser is informed by Respiro Upcycled Alchemy s.r.o..

Respiro Upcycled Alchemy s.r.o. reserves the right to declare the purchase agreement void in case of misused personal data, misused payment card, etc. or with reference to the intervention of an administrative or court authority of which the purchaser is informed. The purchaser acknowledges that the purchase price cannot be entered into as valid in the aforementioned cases.

VIII. Orders

The price is stated on the order and in the text message confirming that the order has been placed. Orders can be placed as follows:

- a. in the e-shop operated by Respiro Upcycled Alchemy s.r.o. (**e-shop**); or
- b. by email sent to info@respiro.cz
- c. personally at Respiro Upcycled Alchemy s.r.o. business premises

Personal orders can be taken at the Respiro Upcycled Alchemy s.r.o. business premises Monday – Friday 08:00 AM to 04:00PM according to Respiro Upcycled Alchemy s.r.o. business hours.

The shipping period and fees depend on the option selected by the purchaser in the second step of placing the order.

IX. Payments

Respiro Upcycled Alchemy s.r.o. accepts the following for methods of payment

- a. payment in cash at Respiro Upcycled Alchemy s.r.o. business premises
- b. wire transfer;
- c. cash on delivery
- d. GoPay payments;

Unless paid in full and received, the goods remain the property of Respiro Upcycled Alchemy s.r.o. The risk of damage passes to the purchaser upon receipt.

Once the order is placed, the billing details of the purchaser cannot be edited.

X. Delivery

1. Options

Respiro Upcycled Alchemy s.r.o. delivers the goods:

- a. Personal collection at Respiro Upcycled Alchemy s.r.o. business premises
- b. in co-operation with a shipping company - Czech Republic
- c. in co-operation with a shipping company – individual price calculation for abroad deliveries

In the case of force majeure or disruptions in information systems, Respiro Upcycled Alchemy s.r.o. assumes no liability for late delivery of goods.

2. Other

Goods purchased by purchasers being VAT payers at the moment of purchase and invoiced with a 0% VAT rate will be obligatorily delivered to the central office or business premises registered in the Commercial Register, Register of Trade or a similar register.

When receiving the goods from the shipping company, the purchaser – along with the shipping company representative – is to properly and thoroughly inspect the delivery (namely the number of packages and undamaged packaging) as per the enclosed delivery note. The purchaser may refuse to accept the delivery shipped contrary to the purchase agreement, for instance with reference to

incomplete or damaged delivery. If accepting the damaged delivery from the shipping company, the purchaser is to describe the damage in the delivery note of the shipping company.

Incomplete or damaged deliveries must be immediately reported by email to **info@respiro.cz** and the damage be described in the report on damage executed with the shipping company representatives and sent to Respiro Upcycled Alchemy s.r.o. by email or post without undue delay. Any subsequent claims of incomplete delivery or damaged packaging do not limit the purchaser's right to claim the guarantee; yet, they enable Respiro Upcycled Alchemy s.r.o. to prove that the same do not represent a conflict with the purchase agreement.

XI. Guarantee

The guarantee terms and conditions are governed by the Respiro Upcycled Alchemy s.r.o. Claims Code and relevant law. In general, the certificate of guarantee is replaced by the purchase document (cf Claims Code).

XII. Final Provisions

The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Any disputes between Respiro Upcycled Alchemy s.r.o. and the Purchaser be can settled by an out-of-court procedure. Respiro Upcycled Alchemy s.r.o. recommends the Purchaser to first contact Respiro Upcycled Alchemy s.r.o. to resolve the situation.

The agreement is entered into in the Czech language. If the agreement is required to be translated for the purchaser into another language, the Czech version prevails in case of discrepancies between the two language versions.

These General Business Terms and Conditions and parts hereto come into force and effect on 20.7.2016 repealing the previous versions.