

# TERMS AND CONDITIONS

Hana Cukrová

Na Zatlance 1908/4, 15000 Praha 5, Czech Republic

75407370

for the sale of online courses and consulting through the online store located at [www.kundalini-hanna.com](http://www.kundalini-hanna.com)

## 1. INTRODUCTORY PROVISIONS

1.1. These terms and conditions (hereinafter referred to as the "terms and conditions") of the trading company Hana Cukrová, with registered office at Na Zatlance 1908/4, 15000 Prague 5, identification number: 75407370 (hereinafter referred to as the "seller") are regulated in accordance with the provisions of § 1751, paragraph 1 of the Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code") mutual rights and obligations of the contracting parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another by a natural person (hereinafter referred to as the "buyer") through the seller's online store. The online store is operated by the seller on a website located at the internet address [www.kundalini-hanna.com](http://www.kundalini-hanna.com) (hereinafter referred to as the "website"), through the website interface (hereinafter referred to as the "store web interface").

1.2. The terms and conditions do not apply to cases where the person who intends to purchase goods from the seller is a legal entity or a person who, when ordering goods, acts as part of his business activity or as part of his independent profession.

1.3. Provisions deviating from the terms and conditions can be negotiated in the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of the terms and conditions.

1.4. The terms and conditions are an integral part of the purchase contract. The purchase contract and terms and conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.

1.5. The wording of the terms and conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.

## 2. CONCLUSION OF THE PURCHASE AGREEMENT

2.1. All the presentation of goods placed in the web interface of the store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732, paragraph 2 of the Civil Code shall not apply.

2.2. The web interface of the store contains information about the goods, including the prices of the individual goods and the costs for returning the goods, if these goods cannot by their nature be returned by the usual postal route. The prices of goods are listed including value added tax and all related fees. The prices of the goods remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract under individually agreed conditions.

2.3. The web interface of the store also contains information about 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 listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic.

2.4. To order goods, the buyer fills out the order form in the web interface of the store. The order form mainly contains information about:

2.4.1. ordered goods (the ordered goods are "put" by the buyer into the electronic shopping cart of the store's web interface),

2.4.2. method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods and

2.4.3. information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the "order").

2.5. Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer entered in the order, also taking into account the possibility of the buyer to detect and correct errors that occurred when entering data into the order. The buyer sends the order to the seller by clicking the " " button. The data listed in the order they are deemed correct by the seller. Immediately after receiving the order, the seller will confirm this receipt to the buyer by e-mail, to the buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "buyer's e-mail address").

2.6. The seller is always entitled, depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).

2.7. The contractual relationship between the seller and the buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the e-mail address of the buyer.

2.8. The buyer agrees to use remote means of communication when concluding the purchase contract. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are covered by the buyer himself, and these costs do not differ from the basic rate.

### 3. PRICE OF GOODS AND TERMS OF PAYMENT

3.1. The buyer can pay the price of the goods and any costs associated with the delivery of the goods according to the purchase contract to the seller in the following ways:

0 by non-cash transfer to the seller's account No. 856212/5500, maintained at the company RB (hereinafter referred to as the "seller's account");

0 cashless through the payment system;

0 cashless by credit card;

3.2. Along with the purchase price, the buyer is also obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

3.3. The seller does not require a deposit or other similar payment from the buyer. This does not affect the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

3.4. In the case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is due within days of concluding the purchase contract.

3.5. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

3.6. The seller is entitled, especially if the buyer does not provide additional confirmation of the order (Article 3.6), to demand payment of the entire purchase price before sending the goods to the buyer. The provisions of Section 2119, paragraph 1 of the Civil Code shall not apply.

3.7. Any discounts on the price of goods provided by the seller to the buyer cannot be combined with each other.

3.8. If it is customary in business dealings or if it is stipulated by generally binding legal regulations, the seller will issue a tax document - an invoice - to the buyer regarding payments made on the basis of the purchase contract. The seller pays the value added tax. Tax document – the seller issues the invoice to the buyer after payment of the price of the goods and sends it in electronic form to the buyer's e-mail address.

3.9. According to the Sales Registration Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online; in the event of a technical failure, then within 48 hours at the latest.

### 4. WITHDRAWAL FROM THE PURCHASE AGREEMENT

4.1. The buyer acknowledges that, according to the provisions of § 1837 of the Civil Code, it is not possible, among other things, to withdraw from a purchase contract for the supply of goods that has been modified according to the wishes of the buyer or for his person, from a purchase contract for the supply of goods that are subject to rapid deterioration, as well as goods, which was irretrievably mixed with other goods after delivery, from the purchase contract for the supply of goods in closed packaging, which the consumer removed from the packaging and for hygienic reasons cannot be returned, and from the purchase contract for the supply of audio or video recordings or computer programs, if he violated their original packaging.

4.2. If it is not a case mentioned in Article 5.1 of the terms and conditions or another case where it is not possible to withdraw from the purchase contract, the buyer has the right to withdraw from the purchase contract in accordance with § 1829, paragraph 1 of the Civil Code, within fourteen (14 ) days from the acceptance of the goods, while if the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the day of acceptance of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer can use the sample form provided by the seller, which forms an appendix to the terms and conditions. Withdrawal from the purchase contract can be sent by the buyer to, among other things, the address of the seller's premises or the seller's e-mail address.

4.3. In case of withdrawal from the purchase contract according to Article 5.2 of the terms and conditions, the purchase contract is canceled from the beginning. The goods must be returned by the buyer to the seller within fourteen (14) days of delivery of the withdrawal from the purchase contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned by the usual postal route due to their nature.

4.4. In the event of withdrawal from the purchase contract pursuant to Article 5.2 of the terms and conditions, the seller shall return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract by the buyer, in the same manner as the seller received them from the buyer. The seller is also entitled to return the performance provided by the buyer when the goods are returned by the buyer or in another way, if the buyer agrees and no additional costs are incurred by the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods to him or proves that he has sent the goods to the seller.

4.5. The seller is entitled to unilaterally offset the claim for payment of damage caused to the goods against the buyer's claim for a refund of the purchase price.

4.6. In cases where the buyer has the right to withdraw from the purchase contract in accordance with § 1829 paragraph 1 of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time, up to the time of acceptance of the goods by the buyer. In such a case, the seller will return the purchase price to the buyer without undue delay, without cash to the account designated by the buyer.

4.7. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the severance condition that if the buyer withdraws from the purchase

contract, the gift contract regarding such a gift ceases to be effective and the buyer is obliged to return the goods to the seller together with gift given.

## 5. TRANSPORTATION AND DELIVERY OF GOODS

5.1. In the event that the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

5.2. If, according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery.

5.3. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.

5.4. When taking over the goods from the transporter, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the transporter immediately. In the event of a violation of the packaging indicating an unauthorized intrusion into the shipment, the buyer does not have to accept the shipment from the carrier. This does not affect the rights of the buyer from liability for product defects and other rights of the buyer resulting from generally binding legal regulations.

5.5. Additional rights and obligations of the parties during the transportation of goods may be regulated by the seller's special delivery conditions, if issued by the seller.

## 6. RIGHTS FROM DEFECTIVE PERFORMANCE

6.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).

6.2. The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over the goods:

6.2.1. the goods have the properties agreed upon by the parties and, in the absence of an agreement, they have the properties that the seller or manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,

6.2.2. the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used,

6.2.3. the quality or design of the goods corresponds to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,

6.2.4. is the goods in the corresponding quantity, measure or weight and

6.2.5. the goods comply with the requirements of legal regulations.

6.3. If a defect becomes apparent within six months of receipt, it is considered that the goods were already defective upon receipt.

6.4. The seller has obligations from defective performance at least to the extent that the manufacturer's obligations from defective performance last. The buyer is otherwise entitled to exercise the right from a defect that occurs in the consumer goods within twenty-four months of receipt. If the period during which the goods can be used is indicated on the sold goods, on their packaging, in the instructions attached to the goods or in advertising in accordance with other legal regulations, the provisions on the quality guarantee shall apply. With a quality guarantee, the seller undertakes that the goods will be suitable for use for the usual purpose or that they will retain their usual properties for a certain period of time. If the buyer justifiably accuses the seller of a defect in the goods, the period for exercising rights from defective performance or the warranty period does not run for the period during which the buyer cannot use the defective goods.

6.5. The provisions set out in Article 7.4 of the terms and conditions do not apply in the case of goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its usual use, in the case of used goods to a defect corresponding to the degree of use or wear that the goods had at the time of receipt by the buyer, or if it follows from the nature of the goods. The right of defective performance does not belong to the buyer, if the buyer knew before taking over the goods that the goods had a defect, or if the buyer himself caused the defect.

6.6. Rights from liability for product defects apply to the seller. However, if in the confirmation issued by the seller regarding the scope of rights from liability for defects (in the sense of the provisions of § 2166 of the Civil Code) another person designated for repair is mentioned, who is at the seller's place or at a place closer to the buyer, the buyer will exercise the right to repair with that , who is intended to carry out the repair. With the exception of cases where another person is designated to carry out the repair according to the previous sentence, the seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible with regard to the range of products sold or services provided, or even at the seller's registered office or place of business. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what the content of the claim is and what method of handling the claim the buyer requires; and further confirmation of the date and method of processing the complaint, including confirmation of the repair and its duration, or written justification for the rejection of the complaint. This obligation also applies to other persons appointed by the seller to carry out repairs.

6.7. The buyer can specifically exercise rights from liability for product defects in person at the address, by telephone at the number or by e-mail at the address.

6.8. The buyer shall inform the seller of the right he has chosen upon notification of the defect, or without undue delay after notification of the defect. The choice made cannot be changed by the buyer without the consent of the seller; this does not apply if the buyer requested the repair of a defect that turns out to be irreparable.

6.9. If the goods do not have the characteristics specified in Article 7.2 of the terms and conditions, the buyer can also demand the delivery of new goods without defects, if this is not unreasonable due to the

nature of the defect, but if the defect concerns only a part of the goods, the buyer can only demand the replacement of the part; if this is not possible, he can withdraw from the contract. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to remove the defect free of charge. The buyer has the right to deliver new goods or replace a part even in the case of a removable defect, if he cannot use the goods properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the buyer has the right to withdraw from the contract. If the buyer does not withdraw from the contract or if he does not exercise the right to deliver new goods without defects, to replace a part of it or to repair the goods, he can demand a reasonable discount. The buyer has the right to a reasonable discount even if the seller is unable to deliver new goods without defects, replace its parts or repair the goods, as well as if the seller does not remedy the situation within a reasonable time or if the remedy would cause significant difficulties for the buyer.

6.10. Anyone who has a right according to § 1923 of the Civil Code is also entitled to reimbursement of costs purposefully incurred in exercising this right. However, if he does not exercise the right to compensation within one month after the expiry of the period in which the defect must be pointed out, the court will not grant the right if the seller objects that the right to compensation was not exercised in time.

6.11. Additional rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure.

## 7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

7.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

7.2. In relation to the buyer, the seller is not bound by any codes of conduct in the sense of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

7.3. The seller handles consumer complaints via the electronic address [hanna.pekhart@email.cz](mailto:hanna.pekhart@email.cz). The seller will send information about handling the buyer's complaint to the buyer's email address.

7.4. Out-of-court settlement of consumer disputes arising from the purchase contract is the responsibility of the Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <https://adr.coi.cz/cs>. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the purchase contract.

7.5. The European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point according to the Regulation of the European Parliament and the Council (EU) No. 524/2013 of 21 of May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

7.6. The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. The Office for Personal Data Protection supervises

the area of personal data protection. The Czech Trade Inspection, to a defined extent, supervises, among other things, compliance with Act No. 634/1992 Coll., on consumer protection, as amended.

7.7. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765, paragraph 2 of the Civil Code.

## 8. PROTECTION OF PERSONAL DATA

8.1. Its information obligation towards the buyer in the sense of Article 13 Regulation of the European Parliament and of the Council 2016/679 on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (General Regulation on the Protection of Personal Data) ( hereinafter referred to as the "GDPR regulation") related to the processing of the buyer's personal data for the purpose of fulfilling the purchase contract, for the purpose of negotiating the purchase contract and for the purpose of fulfilling the seller's public obligations is fulfilled by the seller by means of a special document.

## 9. SENDING COMMERCIAL MESSAGES AND STORING COOKIES

9.1. The buyer agrees, in accordance with the provisions of § 7 paragraph 2 of Act No. 480/2004 Coll., on certain services of the information society and on the amendment of certain laws (the Act on certain services of the information society), as amended, to the sending of business communications by the seller to an electronic address or to the buyer's phone number. The seller fulfills its information obligation towards the buyer in accordance with Article 13 of the GDPR regulation related to the processing of the buyer's personal data for the purpose of sending business communications through a special document.

9.2. The buyer agrees to the storage of so-called cookies on his computer. In the event that it is possible to make a purchase on the website and to fulfill the seller's obligations from the purchase contract without so-called cookies being stored on the buyer's computer, the buyer can revoke the consent according to the previous sentence at any time.

## 10. DELIVERY

10.1. It can be delivered to the buyer's email address.

## 11. FINAL PROVISIONS

11.1. If the relationship established by the purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. By choosing the law according to the previous sentence, the buyer who is a consumer is not deprived of the protection provided by the provisions of the legal order, from which it is not possible to deviate contractually, and which, in the absence of the choice of law, would otherwise be applied according to the provisions of Article 6,



paragraph 1 of the Regulation of the European of the Parliament and the Council (EC) No. 593/2008 of 17 June 2008 on the law governing contractual obligations (Rome I).

11.2. If any provision of the terms and conditions is invalid or ineffective, or becomes so, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

11.3. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

11.4. Seller's contact information: delivery address Hana Pekhartová, e-mail address hanna.pekhart@email.cz, telephone 735855835.

In Prague on January 25, 2024

Hana Cukrova