

## General Terms and Conditions

### Company: Akari Tech s.r.o.

ID: 17754666

headquarters: Nad Panenskou 523/3, Střešovice, 169 00 Prague 6

registered in the Commercial Register maintained by the Municipal Court in Prague , under file no.: C 375549

for the sale of goods via the online shop at [www.irmagard.com](http://www.irmagard.com).

Akari Tech s.r.o., ID: 17754666, with registered office: Nad Panenskou 523/3, Střešovice, 169 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague , under file no.: C 375549

## 1. INTRODUCTORY PROVISIONS

1. These Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Akari Tech s.r.o., ID No.: 17754666, with registered office: Nad Panenskou 523/3, Střešovice, 169 00 Prague 6, registered in the Commercial Register maintained by the Municipal Court in Prague, under file No.: C 375549 (hereinafter referred to as the "Seller"), regulate, in accordance with the provisions of § 1751, paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "Civil Code"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "Purchase Contract") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") through the Seller's online store. The online shop is operated by the Seller on the website located at <https://www.irmagard.com> (hereinafter referred to as the "Website"), through the interface of the Website (hereinafter referred to as the "Shop Web Interface").
2. The Terms and Conditions do not apply to cases where the prospective purchaser is acting in the course of business or in the course of their independent professional practice.
3. Provisions differing from the Terms and Conditions may be agreed in the Purchase Contract. Deviating provisions in the Purchase Agreement shall prevail over the provisions of the Terms and Conditions.
4. The Seller may amend or supplement the wording of the Terms and Conditions. This shall not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

## 2. USER ACCOUNT

1. Based on the Buyer's registration made on the website, the Buyer can access their user interface. From his/her user interface, the Buyer can order goods (hereinafter referred to as "**user account**"). At the same time, the Buyer can also order goods without registration directly from the web interface of the shop.

2. When registering on the website and when ordering goods, theBuyer is obliged to provide correct and truthful information. TheBuyer is obliged to update the information provided in the user account in case of any change. The information provided by theBuyer in the user account and when ordering goods is considered correct by theSeller.
3. Access to the user account is secured with a username and password. TheBuyer is obliged to maintain confidentiality regarding the information necessary to access his/her user account.
4. TheBuyer is not entitled to allow third parties to use the user account.
5. TheSeller may cancel the user account, in particular if theBuyer does not use his/her user account for more than **90 days** or if theBuyer breaches his/her obligations under the Purchase Agreement (including the Terms and Conditions).
6. TheBuyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of theSeller's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties.

### **3. CONCLUSION OF THE PURCHASE CONTRACT**

1. All presentation of goods placed in the web interface of the shop is informative and theSeller is not obliged to conclude a purchase contract regarding these goods. Section 1732(2) of the Civil Code shall not apply.
2. The web interface of the shop shall contain information about the goods, including the prices of the individual goods and the cost of returning the goods if the goods cannot, by their nature, be returned by normal postal means. The prices of the goods are inclusive of value added tax. The prices of the goods remain valid for as long as they are displayed on the web interface of the shop. This provision does not limit theSeller's ability to conclude a purchase contract on individually agreed terms.
3. The web interface of the shop also contains information on the costs associated with packaging and delivery of goods. The information on the costs associated with the packaging and delivery of goods listed in the web interface of the shop is valid only in cases where the goods are delivered within the Czech Republic.
4. To order goods, theBuyer fills in the order form in the web interface of the shop. The order form contains in particular information about:
  - 4.1. ordered goods (the ordered goods are "inserted" by theBuyer into the electronic shopping cart of the web interface of the store);
  - 4.2. the method of payment of the purchase price of the goods, details of the required method of delivery of the ordered goods and

- 4.3. information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").
5. Before sending the order to theSeller, theBuyer is allowed to check and change the data that theBuyer has entered in the order, including with regard to theBuyer's ability to detect and correct errors arising when entering data into the order. TheBuyer shall send the order to theSeller by clicking on the "Send Order" button. The data provided in the order is considered correct by theSeller. Upon receipt of the order, theSeller shall confirm receipt of the order to theBuyer by e-mail to theBuyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").
6. Depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), theSeller is always entitled to ask theBuyer for additional order confirmation (for example, in writing or by phone).
7. The contractual relationship between theSeller and theBuyer is established by the delivery of the acceptance of the order (acceptance), which is sent by theSeller to theBuyer by electronic mail to theBuyer's electronic mail address.
8. TheBuyer agrees to the use of remote communication means in concluding the purchase contract. The costs incurred by theBuyer in using distance communication in connection with the conclusion of the Purchase Contract (internet connection costs, telephone call costs) shall be borne by theBuyer, without any difference from the basic rate.

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

1. TheBuyer may pay the price of the goods and any costs associated with the delivery of the goods under the contract of sale to theSeller by the methods currently listed on the website.
2. Together with the purchase price, theBuyer is also obliged to pay theSeller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
3. In case of non-cash payment, theBuyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, theBuyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to theSeller's account.

4. TheSeller is entitled, especially in the event that theBuyer fails to confirm the order (Article 3.6), to demand payment of the full purchase price before the goods are sent to theBuyer. Section 2119 (1) of the Civil Code shall not apply.
5. Any discounts on the price of the goods granted by theSeller to theBuyer cannot be combined.
6. If it is customary in the commercial relationship or if it is stipulated by generally binding legal regulations, theSeller shall issue a tax document - an invoice - to theBuyer in respect of payments made under the Purchase Agreement. TheSeller is a payer of value added tax. TheSeller shall issue the tax document - invoice to theBuyer after payment of the price of the goods and send it in electronic form to theBuyer's electronic address.

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

1. TheBuyer acknowledges that according to the provisions of Section 1837 of the Civil Code, the Purchase Contract for the delivery of goods that have been modified according to theBuyer's wishes or for theBuyer's person, among other things, cannot be withdrawn.
2. Unless it is a case referred to in Article 5.1 of the Terms and Conditions or another case where the purchase contract cannot be withdrawn from, theBuyer has the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods, in accordance with the provisions of Section 1829(1) of the Civil Code, where the subject of the purchase contract is several types of goods or the delivery of several parts, this period runs from the date of receipt of the last delivery of goods. The withdrawal from the purchase contract must be sent to theSeller within the period specified in the previous sentence. For withdrawal from the purchase contract, theBuyer may use the sample form provided by theSeller, which is an annex to the terms and conditions. TheBuyer may send the withdrawal from the Purchase Contract, inter alia, to theSeller's business address or to theSeller's e-mail address.
3. In the event of withdrawal from the Purchase Contract pursuant to Article 5.2 of the Terms and Conditions, the Purchase Contract shall be cancelled from the outset. The Goods must be returned by theBuyer to theSeller within fourteen (14) days of delivery of the withdrawal from the Purchase Contract to theSeller. If theBuyer withdraws from the Purchase Contract, theBuyer shall bear the costs of returning the goods to theSeller, even if the goods cannot be returned due to their nature by normal postal means.
4. In the event of withdrawal from the Purchase Agreement pursuant to Article 5.2 of the Terms and Conditions, theSeller shall return the funds received from theBuyer within fourteen (14) days of theBuyer's withdrawal from the Purchase Agreement in the same manner as theSeller received them from theBuyer. TheSeller shall also be entitled to return the performance provided by theBuyer already upon return of the goods by theBuyer or in another manner, provided that theBuyer agrees and no additional costs are incurred by

theBuyer. If theBuyer withdraws from the purchase contract, theSeller is not obliged to return the funds received to theBuyer before theSeller receives the goods.

5. TheSeller is entitled to unilaterally set off the claim for payment for damage to the goods against theBuyer's claim for reimbursement of the purchase price.
6. In cases where theBuyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 paragraph 1 of the Civil Code, theSeller is also entitled to withdraw from the purchase contract at any time until theBuyer takes over the goods. In this case, theSeller shall refund the purchase price to theBuyer without undue delay, in cash to the account designated by theBuyer.
7. If a gift is given to theBuyer together with the goods, the gift contract between theSeller and theBuyer is concluded with the condition that if theBuyer withdraws from the purchase contract, the gift contract with respect to such gift shall cease to be effective and theBuyer shall be obliged to return the gift together with the goods to theSeller.

**You can find return form in the Terms&Conditions section on our website.**

## **6. TRANSPORT AND DELIVERY OF BEASTS OF BURDEN**

1. If the ordered goods are in stock, theSeller shall dispatch them, as a rule, within **7** working days from the date on which the order was confirmed by theSeller to theBuyer. Goods that are not in stock will not be ordered unless theSeller and theBuyer agree on an alternative delivery date.
2. In the event that the method of transport is agreed on the basis of a special request of theBuyer, theBuyer bears the risk and any additional costs associated with this method of transport.
3. If theSeller is obliged under the Purchase Contract to deliver the goods to the place specified by theBuyer in the order, theBuyer is obliged to take delivery of the goods upon delivery.
4. In the event that for reasons on the part of theBuyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, theBuyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with a different method of delivery.
5. Upon receipt of the goods from the carrier, theBuyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of a breach of packaging indicating unauthorized intrusion into the shipment, theBuyer may not accept the shipment from the carrier. This is without prejudice to theBuyer's rights under liability for defects in the goods and other rights of theBuyer under generally binding legal regulations.

6. Other rights and obligations of the parties in the carriage of the goods may be regulated by the Seller's special delivery conditions, if issued by the Seller.
7. If agreed by the Buyer and Seller, personal collection of the ordered goods is also possible. The Buyer can pick up the shipment after the Seller confirms that the goods are available at the agreed time and address.
8. The date of delivery shall be deemed to be the date of receipt of the goods by the Buyer or payment of the full purchase price, or the date of handing over the goods to the carrier for transport, in the event of a conflict of the above dates, the date whichever is earlier.
9. The price for shipping is governed by the price list on the Seller's website.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

1. The rights and obligations of the contracting parties with regard to the rights arising from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
2. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer took delivery of the goods:
  - 2.1. conforms to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics,
  - 2.2. it is suitable for the purpose for which the Buyer is acquiring it and to which the Seller has agreed; and
  - 2.3. the goods meet the requirements of the legislation.
3. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price to the defect for which the lower price was agreed, to the wear and tear of the goods caused by their normal use, in the case of second-hand goods to the defect corresponding to the level of use or wear and tear that the goods had when taken over by the Buyer, or if this results from the nature of the goods.

4. If the defect manifests itself within one year from the date of acceptance, the item shall be deemed to have been defective upon acceptance, unless the nature of the item or the defect precludes this. This period does not run for the time during which theBuyer cannot use the item if he has rightly complained about the defect.
5. TheBuyer may complain about a defect that becomes apparent within two years of receipt. If the item has a defect, theBuyer may demand its removal. He may, at his option, demand the delivery of a new item without defect or the repair of the item, unless the chosen method of removing the defect is impossible or disproportionately expensive compared with the other method; this shall be assessed in particular with regard to the significance of the defect, the value the item would have had without the defect and whether the defect can be removed by the other method without significant difficulty for theBuyer. TheSeller may refuse to remedy the defect if it is impossible or disproportionately costly to do so, having regard in particular to the significance of the defect and the value which the thing would have had without the defect.
6. TheSeller shall remedy the defect within a reasonable time after it has been pointed out so as not to cause theBuyer significant inconvenience, taking into account the nature of the item and the purpose for which theBuyer purchased the item. TheSeller shall take over the item at his own expense to remove the defect. If this requires the dismantling of the item, the assembly of which was carried out in accordance with the nature and purpose of the item before the defect became apparent, theSeller shall dismantle the defective item and assemble a repaired or new item or pay the costs thereof.
7. TheBuyer may demand a reasonable discount or withdraw from the purchase contract if:
  - 7.1. theSeller refused to remove the defect or did not remove it in accordance with Article 7.6 of the Terms and Conditions,
  - 7.2. the defect manifests itself repeatedly,
  - 7.3. the defect is a material breach of the purchase contract, or
  - 7.4. it is evident from theSeller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to theBuyer.
8. If the defect of the item is insignificant, theBuyer cannot withdraw from the purchase contract (within the meaning of Article 7.7 of the Terms and Conditions), it is assumed that the defect of the item is not insignificant.
9. The defect can be blamed on theSeller from whom the item was purchased. However, if another person is designated to carry out the repair, who is in the place of theSeller or in a place closer to theBuyer, theBuyer shall reproach the defect to the person who is designated to carry out the repair.

10. Except in cases where another person is designated to carry out the repair, 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 its registered office. The Seller is obliged to issue a written confirmation to the Buyer when the Buyer submits the claim, stating the date on which the Buyer submitted the claim, what is its content, what method of claim settlement the Buyer requires and the Buyer's contact details for the purpose of providing information on claim settlement. This obligation also applies to other persons designated to carry out the repair.
11. The complaint, including the removal of the defect, must be settled and the Buyer must be informed of this within thirty (30) days of the date of the complaint, unless the Seller and the Buyer agree on a longer period. If the subject of the commitment is the provision of digital content, including digital content delivered on a tangible medium, or a digital content service, the complaint must be settled within a reasonable time, taking into account the nature of the digital content or digital content service and the purpose for which the Buyer requested it.
12. After the expiry of the time limit according to Article 7.11 of the Terms and Conditions, the Buyer may withdraw from the Purchase Contract or demand a reasonable discount.
13. The Seller is obliged to issue the Buyer with a confirmation of the date and method of handling the complaint, including confirmation of the repair and the duration of the repair, or a written justification for the rejection of the complaint. This obligation also applies to other persons designated to carry out the repair.
14. Whoever has a right from defective performance is also entitled to reimbursement of costs reasonably incurred in exercising this right. However, if the Buyer does not exercise the right to compensation within one month after the expiry of the period within which the defect must be pointed out, the court shall not grant the right if the Seller argues that the right to compensation was not exercised in time.
15. Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's complaint rules.

## **2. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES**

- 2.1. The Buyer acquires ownership of the goods by paying the full purchase price of the goods.
- 2.2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1820(1)(n) of the Civil Code.
- 2.3. Consumer complaints are handled by the Seller via e-mail. Complaints can be sent to the Seller's electronic address. The Seller shall send information on the handling of the Buyer's complaint to the Buyer's electronic address. No other rules for handling complaints are set by the Seller.



- 2.4. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from purchase contracts. 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 under the purchase contract.
- 2.5. The European Consumer Centre Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).
- 2.6. The Buyer may lodge a complaint with the supervisory authority or the state supervisory authority. The Seller is entitled to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. Supervision of the protection of personal data is exercised by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with the Civil Code and Act No 634/1992 Coll., on Consumer Protection, as amended, within a defined scope.
- 2.7. The purchaser hereby assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code.

### **3. DATA PROTECTION**

- 3.1. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation (EC) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") relating to the processing of the Buyer's personal data for the purposes of the performance of the Purchase Contract, for the purposes of the negotiations on the Purchase Contract and for the purposes of the performance of the Seller's public law obligations by means of a separate document.

### **4. SENDING COMMERCIAL COMMUNICATIONS AND COOKIES**

- 4.1. The Buyer agrees, in accordance with the provisions of Section 7(2) of Act No. 480/2004 Coll., on Certain Information Society Services and on Amendments to Certain Acts (Act on Certain Information Society Services), as amended, to the sending of commercial communications by the Seller to the Buyer's electronic address or telephone number. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of sending commercial communications by means of a separate document.

- 4.2. TheSeller fulfils its legal obligations relating to the possible storage of cookies on theBuyer's device by means of a separate document.

## 5. SUBMISSION

- 5.1. TheBuyer agrees that for the purposes of the contractual relationship between him and theSeller he may be served at his electronic address.

## 6. FINAL PROVISIONS

- 6.1. Buyer If the relationship established by the purchase contract contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. By choosing the law according to the preceding sentence, theBuyer, who is a consumer, is not deprived of the protection afforded by the provisions of the legal order which cannot be derogated from contractually and which would otherwise apply in the absence of a choice of law according to the provisions of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).
- 6.2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
- 6.3. The Purchase Contract, including the Terms and Conditions, is archived by theSeller in electronic form and is not accessible.
- 6.4. The sample form for withdrawal from the purchase contract, theSeller's Complaints Procedure (including the complaints form) and information on the processing of personal data (GDPR), including information on cookies, are annexed to the Terms and Conditions.
- 6.5. Seller's contact details: registered office address **Nad Panenskou 3, 169 00 Prague**, e-mail address **hey@irmagard.com**, does not provide any other means of on-line communication.

These terms and conditions are effective from 13 November 2024.

Akari Tech s.r.o.  
Klára Šmakalová  
Managing Director