

TERMS AND CONDITIONS

1. Introduction

1.1. Who are we and how can you contact us?

We are **MEETYBRAND s.r.o.**, Id. No.: 03069958, a limited liability company based at Betlémská 262/10, Staré Město, 110 00 Prague 1, registered in the Commercial Register kept by the Municipal Court in Prague under File No. C 225772 (hereinafter referred to as “**we**” or “**MEETYBRAND**”). We operate an online shop at <https://en.meetyshop.com/>, where we sell watches, jewellery and other accessories (hereinafter also referred to as the “**Shop**”). When you buy goods from us through our Shop, we will be acting as a seller to you.

If you need help with anything, **you can contact us at:**

- **Telephone number:** +420 234 221 116
- **Email address:** office@meetybrand.com
- **Postal address:** Na Poříčí 1053/44, 110 00 Prague 1

1.2. Who are these Terms and Conditions for?

These Terms and Conditions are intended for those of you who purchase goods in our Shop. This can include natural persons or legal entities, consumers and entrepreneurs (hereinafter “**you**”).

- **Who is a consumer?**

A consumer is any individual who, outside his trade, business or profession, enters into a purchase contract with us. Consumers are protected by these Terms and Conditions in accordance with the laws of the Czech Republic.

- **Who is an entrepreneur?**

An individual or legal entity who enters into a purchase contract with us other than as a consumer. If you enter into a purchase contract as an entrepreneur, the provisions of these Terms and Conditions that are intended for consumers under these Terms and Conditions or its annexes do not apply to you.

1.3. What are these Terms and Conditions?

These Terms and Conditions are a binding legal document that forms an integral part of the purchase contract concluded between you and us on the basis of your order placed through the Shop. The Terms and Conditions stipulate the mutual rights and obligations of you as the buyer and us as the seller.

The following two annexes **form an integral part of these Terms and Conditions:**

- 1) **Complaints procedure**

- 2) **Sample withdrawal form**, which can also be filled out interactively in the online form “**Return Order**” under this [link](#).

These annexes govern the contract and are binding on us and you. You can find them at the end of these Terms and Conditions.

1.4. Can we agree on something other than what you can find in the Terms and Conditions?

Yes, we can agree on an individualised purchase contract concluded by email, for example. Our individual agreements will take precedence over these Terms and Conditions.

2. What is a user account and what is it for?

- 2.1. You can register a user account in the Shop. It will allow you to access the part of the Shop that you can only access after you register and log in with your email and password.
- 2.2. In your user account, you can fill in your personal data required to place an order. This way you can simplify your future purchases as the details you provided are automatically pre-filled when you place your order.
- 2.3. You must use your user account in such a way that you do not harm us or any other buyer. You are also responsible for ensuring that the information you provide in the user account is true and correct and that you keep your user account password confidential.
- 2.4. We may terminate your user account if we learn that you have not used it for more than 1 year or that you are using it in breach of these Terms and Conditions.
- 2.5. Please also note that the user account may not be available at all times. It may be temporarily unavailable while we carry out maintenance on our technical infrastructure and systems.

3. What is a purchase contract and how can we conclude one together?

- 3.1. A purchase contract is a contract between you and us consisting of these Terms and Conditions. Under this purchase contract, we agree to hand over to you the item you are purchasing (the goods you ordered) and to allow you to acquire ownership title to it. You, on the other hand, agree to take possession of the item and pay us the purchase price.
- 3.2. You can order the goods at our Online Shop at <https://en.meetyshop.com/>.
- 3.3. We want you to know everything you need to know about our products before you order. Please note, however, that the presentation of our goods in the shop does not constitute a binding offer to conclude a purchase contract (by this we disapply Section 1732 (2) of Act No. 89/2012 Coll., the Civil Code). Even if you submit your order, we are under no obligation to enter into a purchase contract with you and to deliver the goods to you. There may be several reasons not to enter into the purchase contract. Particularly if you have substantially breached your obligations towards us in the past. It may also be the case that you wish to order too many items or that the goods are unavailable.
- 3.4. If you would like to order our goods, follow these steps: Place the goods in the shopping cart in the desired quantity and with any desired features on request, if we offer them for the goods. In the next step, fill in the order form. Once filled in, your order will contain the following information:
 - a) information on the type of goods ordered and their quantity;
 - b) information on the price of the goods and the selected payment method;
 - c) information on the required manner of delivery of the ordered goods;
 - d) information on the costs associated with the shipping the goods;
 - e) information on the costs associated with the payment of the price of the goods;
 - f) your name and surname, or your business name and company identification number, information on the representative, mailing address, billing address, email address and

telephone number; you can also provide this information in your user account in advance and it will be filled in automatically when you place your order.

- 3.5. Before you submit your order and pay the purchase price, you can check the whole order, make changes and correct any errors. By clicking on the **“Buy”** button, you agree to these Terms and Conditions, **send us a proposal to conclude a purchase contract** (hereinafter referred to as the **“Purchase Order”**) **and undertake to pay for the goods**. We will send you a confirmation of your Purchase Order to your email specified in the order form, which constitutes a binding acceptance of your proposal to conclude a purchase contract. Once you receive our confirmation of the Purchase Order, the purchase contract is concluded. If we are unable to deliver the confirmation to you, we may cancel your Purchase Order.
- 3.6. The purchase contract is concluded in the English language. The purchase contract and all its parts (mainly the Purchase Order, these Terms and Conditions, the Complaint Rules and the invoice) will be safely stored in our electronic archive. If you are a consumer, we will make this information available to you on your written request. Such a written request may be made by email.
- 3.7. By agreeing to these Terms and Conditions, you agree to use what the Civil Code calls “remote means of communication” to conclude the purchase contract. This means for example a computer, tablet or a mobile phone, especially one with access to the Internet. You will pay the costs of using these means of communication yourself as part of your regular phone and Internet bills.
- 3.8. If you are not a consumer, we reserve the right to cancel your Purchase Order and withdraw from the purchase contract until the moment you take over the goods. Do not worry, in such exceptional circumstances, we will refund your purchase price without undue delay. You will get the money by wire transfer to the account you designate for this purpose.

4. What are the terms of payment of the purchase price?

- 4.1. By the purchase price we mean the price of the goods as shown in your Purchase Order which you have agreed to pay by entering into the purchase contract. Purchase prices are quoted inclusive of value added tax. Purchase prices are valid for as long as they are shown in the Shop. Promotional prices are valid until stocks run out in the case of a limited quantity of the goods being promoted, or for a period of time specified by us. Nevertheless, we can still make individual arrangements. We can give you a discount on the purchase price. Unless we state otherwise in the Shop, you cannot stack discounts on the purchase price offered.
- 4.2. Together with the purchase price, you will also pay us the costs associated with the delivery of the goods and, if applicable, other costs specified in the Shop as part of your Purchase Order. Unless we state otherwise, in this article we mean the purchase price as well as the fees paid with the purchase price according to the Purchase Order (costs associated with the delivery of the goods). The payment of these fees is subject to the same rules as for payment of the purchase price.
- 4.3. Apart from the cost of delivery of the goods and the cost (if any) of assembly of the goods, we will not charge you any additional fees if so stated in the Shop as part of your Purchase Order.
- 4.4. We are entitled to request that you pay the full purchase price before we send the goods to you.

- 4.5. You can pay us the purchase price and other fees paid according to the Purchase Order in the following ways:
- a) by payment card online via a payment service provider (online payment gateway); once we send you a confirmation of your Purchase Order by email, you will be redirected to the online payment gateway;
 - b) in cash or by payment card upon collection at the collection point indicated in the order;
 - c) by wire transfer to our account, which can be found in our email confirmation of the Purchase Order together with the payment details (e.g. variable symbol, due date); please enter the variable symbol in the payment order, we need it to associate the payment with your Purchase Order;
 - d) online via the payment methods specified in the Purchase Order (for example, via Google Pay).
- 4.6. In your Purchase Order, you will specify the manner in which you wish to pay the purchase price. Do not worry if you change your mind. Contact us by email or our mailing address and we can agree on a change in the manner of payment of the purchase price.
- 4.7. If you wish to pay cashless by payment card, online payment or wire transfer to our account, the purchase price is due within 10 days of the conclusion of the purchase contract. The maturity period begins on the first day after the conclusion of the purchase contract and ends on the tenth day thereafter. For example, if we send you the Purchase Order confirmation on 10 September, you must pay the purchase price by 20 September at the latest.
- 4.8. If you pay the purchase price by wire transfer, you will be deemed to have fulfilled your obligation once the full amount of the purchase price has been credited to our account.
- 4.9. If you fail to pay the purchase price by the due date and you are a consumer, we take it that you have withdrawn from the purchase contract. Of course, you can contact us that you do not want to withdraw. We can then make an individual agreement for the payment of the purchase price.
- 4.10. We will issue a tax document (an invoice) for your payment and send it to your email address, or we will give it to you on paper upon delivery of the goods.
- 4.11. The ownership title to the ordered goods passes to you only after you pay the entire purchase price. If, in exceptional cases, you have been supplied with goods for which the ownership title has not yet passed to you, you are obliged to return the goods to us at any time at our request. Regardless of whether you or someone else has it.

5. What are the terms of delivery?

- 5.1. We can deliver the ordered goods to you as follows:
- a) We can send the goods to the address of your choice by ourselves or by a carrier of our choice within the Czech Republic if we do not agree otherwise;
 - b) You can collect the goods in person at the delivery point specified in the Purchase Order.
- 5.2. We will deliver the goods to you in the manner and to the address specified in the Purchase Order. You are obliged to accept the delivered goods.

- 5.3. The costs associated with the delivery of the goods can be found in the Shop and are valid for the period of time they are shown in the Shop. These costs will be shown in your Purchase Order summary before you submit it.
- 5.4. If you would like your goods delivered in a different way than we normally offer, contact us and we can make individual arrangements. However, please note that you bear the risk of shipping at your specific request (we are not responsible for damage to the goods during such delivery) and any additional costs associated with this method of shipping.
- 5.5. If we are to deliver the goods to your chosen address and you are a consumer, we will fulfil our obligation to deliver the goods when you physically accept the delivery. If you are entrepreneurs, we will fulfil our obligation to deliver the goods to you at the time when we hand over the goods to the first carrier.
- 5.6. We want to make sure that the goods are delivered to your hands. We and the carrier may therefore ask you for your identification details (name and Purchase Order number) and, if in doubt, for identification (ID card, driving licence or passport) before handing over the goods. If you do not cooperate, we are not obliged to hand over the goods.
- 5.7. If you wish to collect the goods in person, you are obliged to collect them within 10 business days from the day we inform you by email that the goods are ready for collection.
- 5.8. If the goods are in stock, we will deliver the goods to you as follows:
 - a) If you pay the purchase price online or by wire transfer to our account, we will send the goods to you within 5 days from the day you pay the purchase price.
- 5.9. If the goods are not in stock, the delivery periods will be specified individually in the Purchase Order.
- 5.10. If we fail to deliver the goods to you within the period set out in these Terms and Conditions or in your Purchase Order, you may ask us to deliver them within an additional period appropriate to the circumstances.
- 5.11. Documents relating to the goods will be delivered with the goods. In particular, the invoice, the delivery receipt and, if necessary with regard to the nature of the goods, the instructions for use.
- 5.12. If you fail to collect the goods within the specified period of time, you will be in delay and in breach of the contract. We understand that this can happen. However, we will incur other costs, in particular for the storage of the goods and any transport of the goods. Therefore, you are liable to us for any damage or other harm that we incur by your delay in accepting the goods.
- 5.13. We live in difficult times. It may happen that suppliers are delayed in delivering materials for the manufacture of goods, or some other extraordinary event occurs that makes it significantly more difficult or impossible for us to deliver the goods, even if we are not at fault (this is called *force majeure*). Events of *force majeure* include, but are not limited to, epidemics, war, mobilisation, insurrection, strike, official orders or other unforeseen obstacles affecting us, our suppliers or subcontractors. If an event of *force majeure* occurs, we may postpone the delivery of the goods for the duration of the obstacle and for a reasonable period of time necessary for the delivery of the goods once the obstacle ceases to exist. The obstacle may prevent us from delivering the goods at all. In that case, we can renegotiate the purchase contract with you in accordance with Section 1765 of the Civil Code

and agree, for example, on the delivery of other goods. If we do not reach an agreement, you may withdraw from the purchase contract.

6. When do you assume responsibility for the goods?

- 6.1. From the moment the risk of damage to the goods passes to you, MEETYBRAND ceases to be responsible for any damage to, loss, theft, etc. of the goods.
- 6.2. Are you collecting the goods in person? Then the risk of damage to the goods will pass to you at the moment when you take over the goods. And if you fail to take over the goods when you should have, the risk of damage to the goods passes to you at the time you should have taken possession of them.
- 6.3. Based on the Purchase Order, are we delivering the goods to you by ourselves or through a carrier? Then, if you are a consumer, the risk of damage to the goods passes to you at the moment when you physically take over the goods. However, this does not apply if, based on your request, we are to deliver the goods via a carrier that we have not offered you. If you are an entrepreneur, the risk of damage to the goods passes to you at the moment when we hand over the goods to the first carrier.
- 6.4. If the goods are lost or damaged after the passage of the risk of damage to you, you are still obliged to pay us the purchase price for the goods (i.e. this situation is not a reason for refunding the purchase price). However, this does not apply if this situation was caused by us or a person authorised by us.

7. How can you raise a complaint concerning the goods?

- 7.1. The terms and conditions of complaints regarding the goods can be found in the [Complaints Procedure](#), which forms Annex 1 to these Terms and Conditions and is integral part thereof; you can find it at the end of this document.

8. How can you withdraw from the contract as a consumer?

- 8.1. If you are a consumer, you may withdraw from the purchase contract concluded by means of remote communication (via the Internet, by telephone, etc.) without stating a reason within 14 days and thus terminate the purchase contract as of the time when the withdrawal is delivered to us. You must send the notice of withdrawal not later than on the last day of the withdrawal period.
- 8.2. The 14-day withdrawal period starts to run from the following moments:
 - a) in the case of a purchase contract, from the date on which you or a third party appointed by you took over the goods from us or the carrier; or
 - b) in the case of a contract in which we undertake to supply you with more than one item of goods, from the date on which you take over the delivery of the last item of goods; or
 - c) in the case of a contract where we undertake to supply you with goods consisting of several items or parts, from the date on which you take over the delivery of the last item or part;
 - d) in the case of a contract in which we undertake to provide you with a regular supply of goods for an agreed period of time, from the date on which you take over the first delivery of goods.

There are cases where you may not be able to withdraw from the contract under the above paragraph, even if you are a consumer. You may not withdraw from the contract without giving a reason within 14 days if you have ordered goods made to your specifications or adapted to your personal needs (for example, you have ordered goods bearing a sign, logo or other mark proposed by you). Similarly, you cannot withdraw from the contract without justification within 14 days if you have ordered goods in sealed packaging that cannot be returned after you have broken the packaging for health or hygiene reasons.

- 8.3. You may withdraw from the contract by any unambiguous statement made to us. For example, you can use the “Return Order” **interactive withdrawal form** available at this [link](#) or the [sample withdrawal form](#) attached at the end of these Terms and Conditions to withdraw from the contract. You may also cancel the purchase contract in person at our registered office or by sending a letter to our postal address or an electronic message to our email address (contact details are indicated on the first page of these Terms and Conditions). Once we receive the form from you, we will promptly confirm receipt to your email address in text form.
- 8.4. Immediately after you withdraw from the purchase contract, and in each case not later than 14 days, you are obliged to send us or hand over the goods we have delivered to you. You will be responsible for the cost of returning the goods, even if the goods cannot be returned by means of postal delivery. If you want us or our carrier to come and collect the goods, the cost of collecting the goods will be the same as the cost of delivering the goods in this manner. The deadline is met if you send the goods before the deadline expires (we do not have to receive the goods by the last day of the deadline).
- 8.5. Following your withdrawal from the contract, we will refund the purchase price paid by you, including the costs associated with the delivery of the goods corresponding to the cheapest method offered, in the same manner as we have accepted the purchase price. We will do this without delay, but not later than within 14 days of delivery of your notice of withdrawal. However, we are not obliged to refund you until you have handed over the goods to us or at least provided proof that you have sent the goods to us, whichever is sooner.
- 8.6. Please note! We are not obliged to refund the full purchase price in all cases. You will be liable to us for any decrease in the value of the goods which has occurred because the goods have been handled in a manner other than that which is necessary for you to become acquainted with the nature, properties and functionality of the goods. If the goods are damaged, we are entitled to be compensated for the damage. We may also set off this claim for damages against your claim for a refund, which you hereby agree to.
- 8.7. Of course, you can also withdraw from the purchase contract in cases where this right is granted to you by the Civil Code. Especially if we materially breach our obligations as the seller, on the grounds of a delay on our part or defective performance. You also have the right to withdraw from the purchase contract if we are in delay in delivering the goods and we do not fulfil our obligation to deliver the goods to you even within a reasonable additional period of time.

9. What other rights do we have as MEETYBRAND?

- 9.1. We have the right to withdraw from the purchase contract if the goods are no longer manufactured, supplied or are not available for any other reason or if the price of the supplier of the goods has changed substantially. This does not apply if you are a consumer.

- 9.2. Like you, we have the right to withdraw from the purchase contract on the grounds set out in the Civil Code. Especially in case of a material breach of your obligations. If you are not a consumer, we always have the right to withdraw from the purchase contract if you are in delay with payment of the purchase price for more than 15 days.
- 9.3. Sometimes we can provide you with a gift with your Purchase Order. In that case we enter into a donation agreement. However, a donation agreement has a condition subsequent, which means that if we or you withdraw from the purchase contract, the donation agreement ceases to be effective. This means that you must return the gift under the same terms and conditions that apply to the return of purchased goods. Your rights based on defective performance do not apply to the gifts provided.

10. Your legal liability

- 10.1. If you are in delay with payment of the purchase price, we are entitled to demand payment of a contractual penalty of 0.05% of the outstanding amount for each, even incomplete, day of delay. However, you are not obliged to pay the contractual penalty if you are a consumer.
- 10.2. Your obligation to pay the contractual penalty will in no way prejudice our right to compensation for damage in the full amount.

11. How do we process your personal data?

- 11.1. Information on how we process your personal data can be found in the **Information on Personal Data Processing**, which you can read in the [Protection of Personal Data](#) section. This information is not binding and does not form part of the purchase contract or these Terms and Conditions but we would be happy for you to read it.

12. How can we communicate with each other and what are the rules of delivery?

- 12.1. Unless we have agreed a specific method of communication with you, any communication between us in which we may establish, amend or cancel a purchase contract will be in accordance with this article of the Terms and Conditions. Specifically, the following methods of communication will be used: personal delivery, delivery by registered mail, courier service or electronic mail to the addresses we have communicated to each other in writing.
- 12.2. You can also contact us by telephone; however, we will not establish, amend or cancel a purchase contract over the phone. This means that neither you nor we will make any binding commitments over the phone.
- 12.3. When are paper documents delivered?
- a) on the date of physical delivery of the notice if a document is sent by courier or a postal service provider (except for sending by registered mail) or delivered in person; or
 - b) on the date of delivery, as confirmed on the return receipt, if the document is sent by registered mail and actually delivered; or
 - c) upon expiry to no effect of 10 days of depositing the notice at the relevant post office if a document sent by a postal service provider cannot be delivered or if the addressee (you or us, as the case may be) refuses to accept the delivery.
- 12.4. Emails are deemed delivered at the moment when the email message is sent from the sender's electronic mailbox. This does not apply if the addressee of the message proves that the message did not reach him through no fault of his own.

13. Conclusion

- 13.1. The legal relationships arising between us and you under the purchase contract are governed by the laws of the Czech Republic to the exclusion of rules of private international law. We expressly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. This choice of law is without prejudice to your rights as a consumer that may follow from the law that would otherwise apply to our legal relationship.
- 13.2. We and you may amend the purchase contracts concluded in compliance with these Terms and Conditions only by written agreement (also by email). If any provision of these Terms and Conditions (including annexes) 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 or ineffective provision. Invalidity or ineffectiveness of a provision shall in no way prejudice the validity of the other provisions.
- 13.3. We, MEETYBRAND, are not bound by any code of conduct within the meaning of Section 1826 (1)(e) of the Civil Code.
- 13.4. You as the buyer assume the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code. This does not apply to consumers.
- 13.5. If you have a problem, we would like you to contact us first and try to resolve it with us. Just contact us by any means. If you are a consumer and you wish to resolve disputes out of court, you can contact an out-of-court dispute resolution body. For example, the Czech Trade Inspection Authority at www.coi.cz/informace-o-adr.
- 13.6. We apply these Terms and Conditions, including the annexes, to all contracts we enter into with customers from 14 February 2025.

COMPLAINTS PROCEDURE

1. Introduction

1.1. What is this Complaints Procedure?

This Complaints Procedure is a binding legal document that forms an integral part of the purchase contract concluded between you and us on the basis of your Purchase Order placed via the Shop, as well as an integral part of our Terms and Conditions. This means that the purchase contract and the Terms and Conditions are governed by it. The complaints procedure explains how to make a complaint about defective goods and what your rights are.

1.2. Can we agree on something other than what can be found in the Complaints Procedure?

Yes, we can also make individual agreements in a separate purchase contract or some other contract. Our individual agreements will take precedence over this Complaints Procedure.

2. What is a defect?

2.1. A defect is what keeps us awake at night. Although we try to sell only the best quality goods, sometimes a defect slips through. A buyer who is a consumer can read the definition of what constitutes a defect of the goods in Article 2.2 of the Complaints Procedure and a buyer who is an entrepreneur can find the same in Article 2.3 of the Complaint Procedure. Delivery of a different item (other than what was ordered) is also considered a defective performance. Defects in the documents required for the use of the item also constitute a defect.

2.2. **If you enter into a contract with us as a consumer**, we are responsible that the goods:

- a) correspond to the agreed description, type and quantity, as well as the quality, functionality, compatibility, interoperability and other agreed properties that are described in the Shop or that we have mutually agreed upon;
- b) are suitable for the purpose for which you request it and to which we have agreed;
- c) are supplied with the agreed accessories, including packaging, instructions for use and instructions for the assembly or installation that can be reasonably expected;
- d) are suitable for the purpose for which goods of this kind are usually used, also with regard to third-party rights, legal regulations, technical standards or codes of conduct in the given sector, if there are no technical standards;
- e) correspond in terms of the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual properties of goods of the same kind that you can reasonably expect, also in view of our public declarations or declarations made by persons in the same contractual chain as we (e.g. the manufacturer), especially through advertising or designation;
- f) correspond to the quality or design of a sample or model provided to you prior to the conclusion of the contract;
- g) will be properly assembled or installed by us if we have agreed that the assembly or installation of the goods will be carried out by us or by a third party under our responsibility; we are also liable for defects of the goods caused by incorrect assembly or installation that was performed by you under the contract, provided

the defect occurred as a result of a deficiency in the instructions provided by us for the goods.

2.3. **If you enter into a contract with us as an entrepreneur**, we are responsible that the goods:

- a) are delivered in the agreed quantity, quality and workmanship; if quality and workmanship have not been agreed, we will deliver the goods with the quality and workmanship suitable for the purpose apparent from the contract, otherwise for the usual purpose;
- b) correspond to the quality or workmanship of the sample or model; if the quality or workmanship specified in the contract and the sample or model differ, the contract shall prevail; if the contract and the sample specify the quality or workmanship of the goods differently, but not inconsistently, the goods must correspond to both the contract and the sample or model.

3. **When do you have to file the complaint and what are you entitled to?**

3.1. First, let's take a look at the procedure when **you enter into a contract as a consumer**.

- a) We are only liable to you for a defect of the goods that existed at the time when you took over the goods, even if the defect manifests itself later. Our obligations under the warranty will not be affected if we have given you a warranty in excess of the law.
- b) If, within 2 years of taking over the goods, the goods show a defect (or 1 year in the case of sales of used goods) that already existed when the goods were taken over, you can file a complaint. Ideally, you should file a complaint concerning the defect without undue delay after discovering it; at the latest, you can file the complaint within the limitation period of 3 years from the moment you discover the defect, provided the defect has manifested itself within 2 years of takeover of the goods (or within 1 year for used goods). If you file your complaint later, we are not obliged to accept it.
- c) If you file a legitimate complaint, the period of 2 years (or 1 year for used goods) under the previous paragraph does not run for the period during which you as a consumer cannot use the goods.
- d) If a defect of the goods manifests itself within 1 year of takeover, the goods shall be deemed to have been defective upon receipt, unless the nature of the goods or the defect itself makes it impossible. This period does not run for the time you cannot use the goods if you have filed a legitimate complaint concerning the defect. This means that if a complaint is filed concerning the goods within one year of takeover, you need not prove that the goods were already defective upon takeover. If a defect of the goods manifests itself after 1 year of takeover, you have to demonstrate to us that the goods were defective upon takeover. Otherwise, we do not have to satisfy your complaint.
- e) What are you entitled to when filing a **complaint as a consumer**?
 - As consumers, you are primarily entitled to free **repair of the goods or to receiving new non-defective goods according to your choice**, unless the chosen manner of remedying the defect is impossible or unreasonably costly compared to the other. If the method of remedying the defect chosen by you

is impossible or unreasonably costly compared with an alternative method (taking into account in particular the severity of the defect, the value of the goods free from defects and whether the defect can be remedied in another way without causing you significant inconvenience), we may remedy the defect in the alternative way. As a seller, we may refuse to remedy a defect if it is impossible or unreasonably costly, especially having regard to the severity of the defect and the value that the goods would have if free from defects.

- If (i) we refuse to remedy the defect or to remedy it within a reasonable time after your complaint in a manner which avoids substantial inconvenience to you having regard to the nature of the goods and the purpose for which you have purchased them; or (ii) it is clear from the circumstances that the defect cannot be remedied within a reasonable time or without substantial inconvenience to you; or (iii) the defect recurs; or (iv) the defect constitutes a material breach of the contract, you may claim **a reasonable discount on the purchase price or rescind the contract**. A reasonable discount will be determined as the difference between the value of the non-defective goods and the defective goods supplied by us to you. You may not withdraw from the contract if the defect in the goods is not severe; it will be presumed that the defect is not severe unless you prove otherwise. If you withdraw from the contract, we will refund the purchase price to you without undue delay after we have received the goods or we receive proof that you have sent the goods to us.
- f) You are not obliged to pay us the outstanding price of the goods or any part thereof until we have performed our obligations arising from the defective performance.
- a) You will need to pay the costs of the complaint initially. At your request, we will only reimburse you for purposefully expended costs of an accepted complaint.
- b) You can remedy the defect of the goods by yourself or have it removed by a third party only if we have agreed on it. Otherwise, we are not obliged to reimburse you for any costs incurred. This is because if you remove the defect yourself, we will not be able to check whether the defect has actually occurred and whether the complaint is justified.

3.2. Now let's take a look at the procedure **when you enter into a contract as an entrepreneur** (for example, you order goods for your business).

- c) You can only file a complaint in respect of defects of the goods that were already present at the time when the risk of damage passed to you as the buyer, even if they become apparent later. Our obligations under the warranty will not be affected if we have given you a warranty in excess of the law.
- d) You must inspect the goods as soon as possible after the passage of the risk of damage to the goods to you and shall check their properties and quantity. This means that when taking over the goods in person, you are obliged to check the goods taken over and make sure it is complete and in undamaged packaging; when taking over shipped goods from a carrier, you are obliged to carefully check the condition of the consignment. If you find any defects or shortcomings, you are obliged to notify the authorised person (employee or carrier) of this fact without delay and you are entitled not to take over such goods. If you take over such damaged goods, it is necessary to describe the damage in a handover/takeover

record or similar official document and inform us immediately. Breach of this obligation will extinguish your rights under the defective performance.

- e) You must file a complaint concerning apparent defects without undue delay after you could have found them during a timely inspection and while exercising due care. Otherwise, you will lose the possibility of effectively enforcing your rights under defective performance in court proceedings.
- f) You must claim hidden defects without undue delay after you found them or should have found them while exercising due care, not later than within two years of takeover of the goods. Otherwise, as in the previous paragraph, you will lose the possibility of effectively enforcing your rights under hidden defects in court proceedings.
- g) What are you entitled to when filing a **complaint as an entrepreneur**?
 - If a defective performance constitutes a material breach of the contract, you are entitled to: (i) have the defect remedied by delivery of a new item free from defects or by delivery of the missing item; (ii) have the defect remedied by repairing the item; (iii) receive a reasonable discount on the purchase price; or (iv) withdraw from the contract.
 - A defect is a material breach of the contract if we knew or should have known at the time of entering into the contract that you would not have entered into the contract had you foreseen the breach.
 - If you fail to notify us of a defect in the goods in due time, you will only be entitled to the same rights as in the case of defective performance which constitutes a non-material breach of the contract, even if the defective performance constitutes a material breach of the contract.
 - If the defective performance is a non-material breach of the contract, you may: (i) request remedy of the defect, or (ii) request a reasonable discount on the purchase price.
 - If we fail to remedy the defect of the goods in due time or if we refuse to remove the defect, you may request: (i) a discount on the purchase price or (ii) you may withdraw from the contract. You may not change your choice without our consent.
- h) A defect is a material breach of the contract if we knew or should have known at the time of entering into the contract that you would not have entered into the contract had you foreseen the breach. In other cases, it is deemed that the breach is not material.
- i) If a defective performance constitutes a material breach of the contract, you are entitled to have the defect remedied by delivery of new goods free from defects or by delivery of the missing goods; to have the defect remedied by repairing the goods; to receive a reasonable discount on the purchase price; or to withdraw from the contract.
- j) If a defective performance constitutes a non-material breach of the contract, you have the right to have the defect removed or to receive a reasonable discount on the price.
- k) You will not be released from the obligation to pay the price of the goods. Section 2108 of the Civil Code (Act No. 89/2012 Coll.) is hereby disappplied.
- l) The will bear the costs of the complaint.

3.3. Finally, let's take a look at what applies to **all customers**:

- a) The time limit for reporting a defect should not be confused with the durability (lifetime) of the goods, i.e. the period during which the goods will maintain the required function and performance in normal use, taking into account the nature of the specific goods, including any necessary reasonable maintenance of the goods.
- b) If you have a problem regarding the manner in which we resolve a complaint, we would like you to contact us first and try to resolve it with us. Just contact us by any means. If you are a consumer and you wish to resolve disputes out of court, you can contact an out-of-court dispute resolution body. For example, the Czech Trade Inspection Authority at www.coi.cz/informace-o-adr.
- c) You also have the right to take your case to court. For instance if you are dissatisfied with the manner in which we resolved (or failed to resolve) your complaint.

4. What to do if you find a defect in the goods?

4.1. We need your help to resolve the complaint. Contact us and tell us the following:

- d) what defect the goods have, or how it is manifested (you can also describe the defect by filling in the "**Claim Warranty**" form available [here](#));
- e) whether you wish to repair the defect, replace the goods with a new item, withdraw from the contract, or receive a reasonable discount on the price;
- f) your name and your address, or your business name, company Id. No. and registered office (ideally, you should add your phone number and email address so that we can get back to you faster);
- g) a copy of the proof of purchase of the goods (invoice, payment receipt or other document) or the number of this document which we have provided to you at the conclusion of the contract, or prove in another credible way that the goods were purchased and when.

You can contact us by any means available. If you live in Prague or nearby, you can visit us at our MEETYBRAND store at Na Poříčí 1053/44, Prague 1, Postal Code 110 00. In other cases, you can, for example, send an email to our address office@meetybrand.com and then send the goods in accordance with par. 4.2 of the Complaints Procedure. It is up to you which way you prefer. You can report a defect (file a complaint) in any demonstrable manner.

- 4.2. In addition, we will need you to deliver the defective goods, clean free of all contamination, together with a notice of defect in accordance with par. 4.1 of the Complaints Procedure, or without undue delay after such notice. It is not necessary to send the entire item, we only need the defective part, unless we individually agree otherwise or we invite you to do so.
- 4.3. If you are a consumer, we will take over the goods at our own expense to remedy the defect. If this requires 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, we will dismantle the defective item and assemble a repaired or new item or pay the costs associated with this.

- 4.4. As soon as we receive a complaint from you, our emergency team will rush to resolve it as quickly as possible.

5. When will we resolve the complaint?

- 5.1. If you are a consumer, we guarantee that we will resolve your complaint not later than within 30 days of the date when the complaint was filed. Filing a complaint means the time when we receive all the information specified in par. 4.1 of the Complaints Procedure together with the defective goods pursuant to par. 4.2 of the Complaint Rules, unless the complaint can be resolved without them. We will also inform you within this period about the resolution of the complaint. After the expiry of the deadline to no effect, you may withdraw from the contract or request a reasonable discount. If you are not a consumer, we will try to get everything done within the same time limit, but we do not guarantee a maximum permissible time limit.
- 5.2. Firstly, we will confirm when you, as a consumer, made the complaint, the nature of the complaint, the type of complaint handling you requested and the contact details you provided to us for the purpose of informing about the complaint resolution. Once everything is done, you will receive from us the date and manner of resolving the complaint in writing, including confirmation of the repair and its duration. If we are unable to accept your complaint, we will tell you why. We will explain everything to you as accurately as we can. We are not obliged to keep such detailed records of the complaints procedure in respect of other than consumer contracts. But if you wish, we are sure it can be arranged.
- 5.3. Should we fail to resolve the complaint in time, we will contact you, but only if we have your phone or email. It will be up to you whether you decide to let us off the hook and accept a longer time limit.
- 5.4. If you send us the goods by post, they will be automatically sent back to your address after the complaint has been resolved.
- 5.5. If you fail to take over the goods within a reasonable time after we have notified you that you can collect the goods after repair, we will be entitled to a storage charge at the usual rate.

6. Quality warranty

- 6.1. If we provide you with a quality warranty and you are a consumer, the scope, conditions and methods of exercising the right under defective performance shall be governed primarily by the information contained in the guarantee certificate that we are obliged to issue. This Complaint Procedure and the applicable and effective legal regulations shall apply analogously to information not included in the warranty certificate and thus also to defects that are not covered by the warranty. The consumer's right to free remedy under the Civil Code is not affected by the quality guarantee.

7. When are we not liable for defects?

- 7.1. Although we will always try to accommodate you, in some cases it would be unfair for us to fix defects that are not our fault. Your complaint may be rejected mainly because the item is not defective in the true sense of the word. Therefore, in particular, we are not liable for defects in the goods if:

- a) the defect has been caused by you or someone you have allowed to use the goods (for example, by using the goods contrary to the instructions which led to the defect); and/or
- b) the alleged defect consists in wear and tear of the goods caused by their usual use or wear and tear corresponding to the degree of their previous use; such usual wear and tear means, for example, a situation where the item can still serve the purpose for which it was intended but has changed its appearance or its performance is slightly reduced as a result of its use.

SAMPLE WITHDRAWAL FORM

Addressee:

MEETYBRAND s.r.o.

Registered office: Betlémská 262/10,
Staré Město, 110 00 Prague 1

Postal address: Na Poříčí 1053/44, 110 00
Prague 1

Id. No: 030 69 958

email: office@meetybrand.com

I hereby give notice that I withdraw from the contract indicated below.

Your details

What is your name and surname?

What is your address?

What is your account number where we can
refund you?

Date:

Purchase order information

What goods have you ordered?

When did we deliver the goods to you?

What is the purchase order number? You can
find it in your confirmation email.

Consumer signature (only if the form is sent in printed form)

Why have you decided to withdraw from the contract? You do not have to answer this question, but we would appreciate it if you did, so that we know what we can improve.