

Terms and Conditions

The Pottery Paintress e-shop is operated by

Helena Pecháčková,

K Lučinám 2490/14, 130 00, Praha 3, Czechia

Licence no. 70756732, not VAT registered

I. General Provisions

1. All contractual relationships regulated using these terms and conditions are concluded in accordance with the provisions of the Civil Code of the Czech Republic, Sec. 1751 (art. 1 of Act No. 89/2012 Coll.), as amended (hereinafter the "Civil Code"). The parties enter a contractual relationship on the basis of a purchase agreement, one party being the **seller** (also referred to as "I") and the other party being the customer (a natural person), hereinafter referred to as the "**buyer**" or "**you**", made through this online store (e-shop) "The Pottery Paintress" located at www.potterypaintress.com on the platform provided by Webador.
2. These terms and conditions do not apply in instances when the buyer is an artificial person (i.e. a company) or a natural person who is ordering goods for the purpose of their business activities. In that case, a separate agreement needs to be drawn up.
3. These terms and conditions are not applicable to items made on commission. For items painted on commission terms and conditions are settled individually.
4. You have the option to register an account through which your orders may be placed, nevertheless purchases can also be made without such registration. When you register an account, the information you submit must be true and correct. The seller is entitled to cancel an account if the buyer has violated their obligations under these Terms and Conditions.
5. Your account is protected with a password and it is your responsibility to protect the security of your password and prevent access of unauthorized persons to your buyer's account.
6. Since all products presented in the e-shop are unique originals and are also presented in other media, it may occur that an item gets sold and the situation may not be immediately reflected in the e-shop (i.e. the item may seem available online while actually being unavailable – in which case I will contact you as soon as possible to find a mutually agreeable solution – making another item, refunding you, picking a different piece).
7. The purchase agreement is concluded between the buyer and the seller when the order is placed via the e-shop platform and confirmed by the seller.
8. The buyer agrees to the use of online communication media (internet, email) when concluding the purchase agreement.

II. Prices and Payment Methods

1. The prices of the products are final, nevertheless, shipping and customs fees (where applicable) are to be treated separately. The prices are stated in Euros. The seller is not registered for VAT in the Czech Republic.
2. The contract is concluded and the buyer acquires ownership of the goods when the availability has been confirmed by the seller and the full price (including shipping) was paid by the buyer.
3. When placing the order, the price is confirmed, and payment method is picked. Information necessary for the delivery of the goods must be provided (correct shipping address, place of pick-up /e.g. a market event/).
4. In addition to the purchase price of the goods, the buyer is obliged to pay the packaging and shipping fee and any fees associated with the selected method of payment. If you are a non-EU resident, then expect to pay your customs fees to the proper authorities.
5. An invoice will be issued to the buyer upon the receipt of the payment and will be sent to the buyer to the email address provided by them.
6. Unless stated otherwise, different discounts offered by the seller cannot be combined.

III. Withdrawal from the Purchase Agreement

1. In accordance with the provisions of Section 1829, art. 1 of the Civil Code, you have the right to withdraw from the purchase agreement within fourteen days of receiving the goods. Withdrawal from the purchase agreement must be communicated to the seller by email within fourteen days of receiving the goods and the receipt of the email must be confirmed by the seller (if not confirmed within 48 hours, notify me through other communication channels – contact information is available at the website).
2. In the event of withdrawal, the purchase agreement is cancelled. You have to return the goods to my address within fourteen days of me having confirmed the receipt of your withdrawal from the purchase agreement. If you withdraw from the purchase agreement, then you bear the costs associated with returning the goods to me (shipping, packaging). I will return the funds received from you within 3 working days of receiving the goods.
3. The buyer acknowledges that if the returned goods are damaged or worn, the seller is entitled to unilaterally set off the claim to compensate for this damage to the goods against the buyer's claim for a refund of the purchase price. (Meaning, if the goods you send back are chipped or cracked, and this damage was not reported upon receiving the goods – see Art IV/3. - you will not be refunded the full price). The provisions of Section 1833 of the Civil Code are thus not affected.
4. In cases where the buyer has the right to withdraw from the purchase agreement in accordance with the provisions of the Civil Code, Sec. 1829, art. 1, the seller is also entitled to withdraw from the purchase agreement at any time before the goods are dispatched/handed over to the buyer. In this case, the seller will return the purchase price to the buyer without undue delay.

IV. Delivery

1. Shipping is provided by Zásilkovna/Packeta and their sub-contractors where available. Within the European Union, delivery times are usually about 3-5 days. For shipping outside the EU, delivery times may be longer.
2. When the goods are being shipped to you, you are obliged to take over the goods upon delivery. If, for some reasons on the buyer's side, the goods need to be delivered repeatedly or using a different route than specified in the order (for example, you give me the wrong address or do not pick up the goods in time and the parcel gets sent back), then the buyer is obliged to cover the costs associated with repeated delivery of such goods.
3. **Important!** Even though great care is taken to ensure safe delivery, it is necessary that you check the integrity of the packaging of the goods and in case of any defects notify the carrier and me immediately! If the packaging is disrupted or damaged, or indicates unauthorized entry into the consignment, you are not obliged to take over the consignment from the carrier. This does not affect your rights on the liability for defects in the goods and other rights of the buyer arising from generally binding legal regulations.

V. Defective Performance Rights

1. The rights and obligations of the agreement parties regarding defective performance are governed by the generally binding legal regulations of the Civil Code and Act No. 634/1992 Coll., on consumer rights as amended).
2. The seller guarantees to the buyer that the goods are not defective upon receipt, meaning that the items correspond to their description on the website, are safe for usage with food, they do not leak and are not broken or chipped. Since all the products are handmade originals, there may be imperfections arising from the manufacturing process. No two items are ever completely identical. The character of the goods does not make them suitable for day-to-day use. Maiolica should not be washed in the dishwasher on a regular basis (and if, only using a mild programme) and it must not be used in the microwave.
3. Ceramics is fragile by nature, so I take no liability for damage caused by improper handling, such as dropping the object, or other usage unsuitable for the character of the product.
4. If leaking or glaze flaking occurs within 6 months of receiving the product, the goods is considered defective from the onset and the buyer has the right to be indemnified.
5. When exposed to hot liquids, small cracks may develop in the glaze over time, which is a quality of low-fire earthenware (maiolica) and liability does not apply to it.

VI. Consumer protection agreement

1. The authority responsible for the out-of-court settlement of consumer disputes arising from the purchase agreement is the Czech Trade Inspection Authority, with registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <https://adr.coi.cz/cs>. The online

dispute resolution platform found at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase agreement.

VII. Final Provisions

1. Provisions deviating from these Terms and Conditions can be agreed on in a purchase agreement. Such provisions stated in the purchase agreement take precedence over the provisions of the Terms and Conditions. You will find the provisions on personal data protection and cookies in the relevant sections of my website.
2. The wording of the terms and conditions may be amended 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.
3. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision closest in meaning and effect to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

In Prague, February 23rd, 2022

Helena Pecháčková