

General business terms and conditions for the purchase of goods

Introductory provisions

1. These General Business Terms and Conditions for the purchase of goods announced on the below mentioned day (hereinafter referred to as "GTCs") form part of the contractual agreement between **Petr Ostrouchov - Animal Music, ID: 70547131, with registered office at Jižní III 806/24, 141 00, Prague - Záběhlce, contact address: Voršilská 10, 110 00 Prague 1** (hereinafter referred to as the "seller") and customers purchasing material goods or digital content (hereinafter referred to as the "purchaser"). This contractual agreement forms a purchase agreement between the seller, on the one hand, and the individual purchasers, on the other; this purchase agreement is referred to as the "agreement" in the GTCs. The purchaser and the seller are collectively referred to as "parties" or "parties only".
2. The GTCs cover goods or digital content sold by the seller - tangible CD, LP and digital music files in MP3 and WAV formats. Material carriers are referred to as the "goods", and digital music files are referred to as the "content", operated through the internet shop (application) on the domain www.animalmusic.cz (hereinafter referred to as "e-shop"). At the conclusion of the agreement, the purchaser is obliged to define the goods or content ordered in a sufficiently precise, comprehensible and definite manner and to provide the correct and complete contact details and delivery data if required by the purchaser through the e-shop system. The purchaser determines the goods to be purchased from the goods and content offered in the e-shop; this offer is, however, only a call for agreement and does not guarantee the availability of the goods or content offered. The agreement is only concluded by the seller's confirmation (acceptance) of the order.
3. To cancel the order sent to the seller is possible only exceptionally, always with the seller's consent. An order cancellation request has to be sent by e-mail without undue delay. This does not affect the consumer's right to withdraw from the agreement (see below).
4. The purchaser acknowledges that the seller is not obliged to enter into a purchase agreement, especially with persons who have previously violated the purchase agreement (including business terms).
5. The purchaser agrees to use remote communication means when concluding the purchase agreement. Costs incurred by the purchaser when using remote communication means in connection with the conclusion of a purchase agreement (e.g. Internet connection costs) are borne by the purchaser alone.
6. **These GTCs also inform purchasers - persons who do not act in the context of their business activity (in these GTCs referred to as "consumers") - about their contractual rights and consumer protection laws.**

Subject-matter of the agreement

7. The seller undertakes to deliver to the purchaser the goods and to transfer to the purchaser the ownership right to the goods, respectively. The seller commits to allow the purchaser to download the content through the e-shop and the purchaser undertakes to pay the purchase price and, in the case of the goods, to take them over.
8. The purchaser acquires title to the goods / content only after full payment of the purchase price, incl. value added tax, and, in the case of the goods, including shipping and postage.

Purchase price

9. The purchase price of the goods / content stated in the e-shop is valid at the moment of ordering. The seller reserves the right to correct printing errors and change the prices. Any discounts are valid at the time of their display in the e-shop and their validity may be limited in time, unlimited or limited by the out-of-stock, as stated for the individual goods / content.
10. The purchase price may be payable at the purchaser's option by any of the following:
 - a) payment by credit card through an application in the online store;
 - b) payment by credit card through PayPal;
 - c) in case of the goods at the postal or mail order operator upon receipt of the goods by COD.
11. The purchase price (in case of the goods, including shipping and postage charges) is payable in the case of a payment method according to paragraph 10 (a) and (b) essentially prior to the delivery of the goods / content and, in the case of the payment method according to paragraph 10 c) upon delivery of the goods.
12. In case of the goods, the seller issues a tax document in writing and delivers it to the purchaser together with the goods delivered; in the case of the content, the seller issues the tax document in electronic form and delivers it to the e-mail address entered by the purchaser as a contact. The purchaser agrees to issue a tax document in electronic form, provided the credibility of the origin and the integrity of the content of the tax document are guaranteed by electronic exchange of information.
13. The purchaser acknowledges and agrees that the seller is entitled to assign any claim against the purchaser to a third party.

Sales receipts

14. Under the Sales Records Act, the seller is required to issue a receipt to the purchaser. At the same time, he is required to register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.
15. The seller issues receipts in accordance with the Sales Records Act in electronic form and sends them by e-mail.

Goods delivery terms

16. The goods are dispatched within 3 business days of order.
17. Delivering in these GTCs is to allow the provision of the goods to the purchaser. The seller shall deliver the goods by their dispatching (at the purchaser's expense and risk, unless otherwise specified) to the purchaser's delivery address.
18. In case of the goods, the purchaser has the option of choosing between several means of delivery of the goods exercised when ordering the goods. When ordering the goods, delivery prices and estimated delivery times of the goods are also stated. From the time of handing over the goods to the shipper, the shipper (expedition) is responsible for the delivery time of the goods to the carrier, not to the seller. Transport costs and postage are paid by the purchaser.

Content delivery terms

19. The content is delivered to the purchaser as soon as the respective purchase price has been credited to the seller's account.
20. Delivering the content under these GTCs means enabling the content (its electronic copies) to be downloaded to the purchaser's equipment through an e-shop application. The content will be compressed using ZIP technology in the ZIP format.
21. The purchaser is entitled to repeatedly download the content after 7 days from the date of delivery of the content under the preceding paragraph, in particular in case of destruction or damage to the originally obtained copy.
22. The seller does not provide technical and software equipment on the purchaser's side or the Internet connection. The purchaser acknowledges that the quality of the e-shop operation (especially the speed and quality of the content downloads) may depend to a large extent on the purchaser's technical equipment and how the purchaser connects to the Internet.
23. By agreeing to these terms, the purchaser expressly agrees to the delivery of the content before the expiration of the withdrawal period, and is aware that in such case he has no right to withdraw from the agreement under Section 1829 of the Civil Code. The possibility to withdraw from the agreement in accordance with the provisions of § 2001 and subsequent of the Civil Code is hereby not affected.

Defects to the goods and content - general provisions

24. When claiming the goods / content defects, the purchaser is required to provide a tax document or otherwise reliably prove the purchase of the goods / content and to describe what defects he / she finds or how they manifest.
25. The following provisions concerning the goods defects are also applicable to purchasers - consumers (paragraphs 26 to 31).

Goods complaints

26. The seller provides a guarantee to **consumers** for their goods within 24 months of receipt of the goods by the consumer. The consumer is provided with a tax document for the purchase of the goods that serves as the warranty sheet.
27. If a defect occurs during the existence of the warranty on the goods, the consumer is entitled to claim that the seller removes the defect free of charge. Instead of removing the defect, the seller may provide the consumer with a replacement for the goods. If the defect can not be removed or the replacement goods supplied, the consumer may request a reasonable discount from the purchase price or withdraw from the agreement in the extent of the defective performance.
28. The warranty does not apply to defects caused by a violent action on the goods (impact, fall, water, etc.), the wear and tear of the goods caused by its usual use and customized modifications of the goods.
29. Claims arising out of the warranty shall be exercised by the consumer through complaints to the seller at his contact address listed above, through registered postage; the seller does not allow the claim to be made personally. Transport of the claimed goods is paid by the consumer. In the case of a legitimate complaint, the consumer is entitled to a refund of the reasonable costs of the goods being transported.
30. Once a complaint has been lodged, the seller will send an e-mail to the consumer to his contact e-mail address indicating when the consumer has exercised his right, what is the content of the claim, and what form of dealing with the complaint the consumer requires. Further, the seller shall give the consumer the same acknowledgment of the date and method of handling the claim and, in the event of a refusal, to state the reasons for the refusal.
31. The seller decides on the complaint within 3 business days of delivery of the goods complained of to the seller. The seller will handle the complaint and remove the defects of the goods within 30 days of the date of the complaint and within the same period also informs the consumer of the way the complaint is settled by e-mail (unless otherwise agreed by the parties); if the seller does not remove the removable defects within this time limit, it is considered that the defects can not be remedied.

Content complaints

32. Complaints of the content, in particular, the failure to provide it in accordance with the agreement, the delay in the delivery of the content, the defects in the content preventing its use by the purchasers, etc., shall be applied to the seller without delay, either in writing at the seller's address or by email at [info @ animalmusic.cz](mailto:info@animalmusic.cz).
33. The seller undertakes to settle the complaint within 30 days of receipt of the complaint. If the purchaser fails to make any other claim when making the complaint, the seller undertakes to resolve the identified defects by delivering a harmless content in accordance with the agreement. If this is not possible or if the purchaser asks for this when making the complaint, the seller will return the price paid for the delivery of the content in the event of a legitimate complaint (if the purchaser has used the PayPal system, the seller is entitled to return the price via PayPal).

Withdrawal of the consumer from the agreement to purchase goods, return and exchange goods

34. The **Consumer** has the right to withdraw from the agreement to purchase goods without any reason and without any sanction within 14 days from the date of receipt of the goods. In order to comply with the withdrawal period for the goods purchase, it is sufficient to send notice of the exercise of the right to withdraw from the purchase agreement before the expiration of the relevant period. **However, the consumer can not withdraw from the agreement to purchase (supply) the content in this way.**
35. In the event of a consumer's withdrawal from the agreement to purchase goods, the consumer shall be entitled to a refund of the purchase price within 14 days from the consumer's withdrawal from the purchase agreement. The seller is entitled to refuse to pay (repayment of the purchase price) until the consumer has fulfilled his obligation to return the goods received.
36. In the notice of withdrawal, the consumer identifies the agreement to purchase goods, in particular, his name and surname, the order number and date of purchase and the bank account number to send the returned purchase price. For a notice of withdrawal, the consumer may use a sample notice (to be downloaded in .doc format here), which will be sent electronically to e-mail address info@animalmusic.cz.
37. The consumer is also obliged to return the goods received to the seller within 14 days of withdrawal, in whole (all returned goods must be returned), in the original package and to the contact address listed above. The costs associated with the return of the goods are borne exclusively and in full by the consumer.
38. In the event that a consumer dispute arises between the seller and the consumer from the agreement which can not be settled by mutual agreement, the consumer may submit a proposal for an out-of-court settlement of such a dispute to a designated extrajudicial dispute resolution body, which is
Česká obchodní inspekce (Czech trade inspection)
Ústřední inspektorát – oddělení ADR
Štěpánská 15
120 00 Prague 2
Email: adr@coi.cz
Web: adr.coi.cz
39. The consumer can also use the online dispute resolution platform set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

Common provisions

40. The agreement is governed by the laws of the Czech Republic, excluding the provisions of conflict-of-law rules and excluding the application of the provisions of the UN Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980.

41. The parties' obligation under the agreement is governed by Act No. 89/2012 Coll., the Civil Code; this does not prejudice the provisions of the GTCs and the Consumer Protection Act.
42. The agreement is concluded exclusively in the Czech language. The agreement will not be made in writing, will not be deposited with the seller and the seller will not allow the consumer access to the agreement, so it is recommended that the consumer maintains the agreement, i.e. the confirmed order and these GTCs.
43. Any disputes arising out of or in connection with this agreement shall, at the option of the claimant, be determined by the general courts having the local jurisdiction determined by the seat of the seller.
44. If any provision of the agreement becomes invalid or ineffective, the parties undertake to replace such provisions with provisions which would better correspond to the purpose and meaning of the ineffective or invalid clause.

Final and transitional provisions

45. These GTCs are published on the website. The original GTCs are deposited at the seller's seat.
46. The seller is entitled to change the GTCs; the amendment of the GTCs will not affect already concluded agreements.
47. The purchaser is obliged to maintain his / her contact details up to date until all obligations under the agreement have been fulfilled.
48. If the provisions of the individually negotiated contractual arrangements of the parties differ from the GTCs, such provisions have priority over the provisions of GTCs.

Effect

49. These GTCs enter into force on the date of publication and apply to agreements concluded when they are effective. Previous versions of the General Terms and Conditions are available on the seller's website.

Prague, 26.10.2017

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