

Terms and Conditions

1. Introductory provisions

These terms and conditions (hereinafter referred to as „TC“) further define and specify the rights and obligations of the seller and customer in the contractual relationship concluded through the online shop www.ukposters.co.uk, www.europosters.eu, www.europosters.ie, www.abposters.com and other language mutations based on www.europosters.eu (hereinafter „online shop“).

The seller and operator of the online shop is Europosters, s. r. o. with its registered office at Hlavní 365, 252 07 Štěchovice, Czech Republic, VAT: CZ05040418, entered in the Commercial Register of the Municipal Court in Prague, Section C, Insert 257386.

The contact e-mail of the operator is *info@europosters.eu*.

The place of performance from all contractual relationships is Hlavní 365, 252 07 Štěchovice, Czech Republic or Žďár nad Metují 139, 549 55, Czech Republic and for personal purchases, the seller's collection points listed on online shop and designated by the customer in the order.

All contractual relationships are governed by the law of the Czech Republic.

2. Definition of terms

The customer is a consumer or entrepreneur.

A customer-consumer or just a consumer is any person who, outside the scope of his business activity or outside the scope of independent performance of his profession, enters into a contract with the Customer or otherwise deals with him.

A customer who is not a consumer is an entrepreneur. An entrepreneur is any person who enters into contracts related to their own business, production or similar activities or in the independent performance of their profession, or a person who acts in the name or on behalf of the entrepreneur. If the customer states their identification number in the order, then they acknowledge that the rules stated in the TC for entrepreneurs apply to them.

3. Conclusion of the purchase contract

The presentation of goods in the online shop is of an informative nature and the seller is not obliged to enter into a purchase agreement regarding these goods.

A completed customer's order sent via the online shop (or made via telephone / e-mail) is a binding proposal for the conclusion of a purchase contract with the seller.

The Seller shall ensure that the Customer expressly acknowledges that he is obliged to pay when placing the order. If the order is confirmed by the Customer by online prepayment, it must be marked with an easy-

to-read button with corresponding unambiguous wording. In the case of payment on delivery, the order is confirmed by the buyer by an action with the corresponding unambiguous wording, whereby the buyer undertakes to pay the order at the time of payment upon delivery of the goods.

The seller will immediately confirm to the customer the receipt of the order via e-mail (Order Information). This confirmation is not an acceptance of the proposal to conclude a purchase contract. The purchase contract itself is concluded by the acceptance of the proposal for the conclusion of the purchase contract by the seller. An explicit confirmation by e-mail (*Order Confirmation*) by the seller is considered to be an acceptance of the proposal.

The customer has the right to cancel the order, i.e. to withdraw their proposal for the conclusion of the purchase contract, without any sanctions until the moment of acceptance of the draft purchase contract (Order Confirmation by e-mail) by the seller. The customer is obliged to notify the seller of this fact by e-mail or telephone. It is only possible to change the order and correct errors until the moment of acceptance of the draft purchase contract by the seller.

By sending the order, the Customer confirms that before concluding the contract they have read these Terms and Conditions, an integral part of which are *Returns Policy*, *Privacy Policy* and *Payment and Shipping*, and that they expressly agree to them, as amended and effective at the time of sending the order.

4. Withdrawal of the consumer from the contract

The consumer has the right to withdraw from the contract without giving a reason within 14 days from the date of receipt of the goods (for a purchase contract involving several types of goods or delivery of several parts, from the date of receipt of the last delivery of goods; for a purchase contract the subject of which is a regular repeated delivery of goods, from the date of receipt of the first delivery of goods).

In order to exercise the right of withdrawal, the consumer must inform the seller of his withdrawal from this contract, by post to:

EUROPOSTERS, s. r. o.
Žďár nad Metují 139
549 55
Czech Republic

or by e-mail to info@europosters.eu. The consumer may use the attached model withdrawal form but this is not his duty. Further details are described on the *Returns Policy* page.

In order to comply with the deadline for withdrawal from this contract, it is sufficient to send the withdrawal from the contract before the expiration of the relevant period. If the consumer withdraws from the purchase contract, the money will be returned without undue delay no later than 14 days from the date on which the seller is notified of the withdrawal from the purchase contract and upon receipt of the returned goods by the seller (or if the consumer proves that they sent the goods back).

The consumer must send the goods back to the seller's address, and the consumer will bear direct costs associated with returning the goods.

The seller will return all payments received from the consumer, including delivery costs (except for additional costs incurred as a result of the chosen method of delivery which is different from the cheapest standard method of delivery offered by the seller).

For refunds, the seller shall use the same payment method that the consumer used to carry out the initial transaction, if possible and unless the consumer has expressly provided otherwise. This will not incur additional costs for the consumer.

The consumer cannot withdraw from the contract:

- a) on the provision of services which the seller has performed with the prior express consent of the consumer before the expiry of the withdrawal period;
- b) on the delivery of goods or services, the price of which depends on fluctuations in the financial market independently of the will of the seller and which may occur during the period for withdrawal from the contract,
- c) on the delivery of goods that have been modified according to the wishes of the consumer or for them, e.g. printing of photographs and paintings on demand, framing, etc.
- d) on the delivery of packaged goods which the consumer has removed from the package and which, for hygienic reasons, cannot be returned,
- e) on the delivery of an audio or video recording or a computer programme, if the consumer has broken their original packaging,
- f) on the delivery of newspapers, periodicals or magazines
- g) on the delivery of digital content if it was not delivered on a tangible medium and was delivered with the prior express consent of the consumer before the expiry of the withdrawal period and the entrepreneur informed the consumer before concluding the contract that in this case they have no right of withdrawal.

It is not possible to withdraw from the contract without giving a reason if the goods have already been partially consumed. It is also not possible to withdraw from the contract for goods whose nature precludes it, especially for hygienic reasons. If the returned goods are incomplete, damaged or visibly worn, the seller can claim damages.

5. Withdrawal of the customer-non-consumer from the contract

A customer who is not a consumer (entrepreneur) cannot withdraw from the contract.

6. Shipping

All offered modes of shipping and their current conditions and prices are described in more detail on the *Payment and Shipping* page.

The costs of postage and packaging which the customer has chosen in the order shall be borne by the customer.

The customer is obliged to check the condition of the consignment together with the carrier immediately upon delivery of the order (number of packages, integrity of the tape with the company logo, damage to the box). The customer is entitled to refuse to accept a consignment that is not in accordance with the purchase contract by the fact that the consignment is, for example, incomplete or damaged. If the customer receives

such a damaged consignment from the carrier, it is necessary to describe the damage in the handover protocol of the carrier and send it to the seller without undue delay by e-mail or post.

An additional claim for incompleteness or external damage to the consignment does not deprive the customer of the right to complain about the item but gives the seller the opportunity to prove that this is not a breach of the purchase contract.

7. Payment terms

The specific ways and payments and payment method conditions are described in more detail on the *Payment and Shipping* page.

The goods remain the property of the seller until full payment and acceptance by the customer but the risk of damage to the goods passes to the customer upon receiving the goods.

The seller reserves the right to offer the customer only selected payment methods at their discretion.

According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the customer when paying in cash and at the same time is obliged to register the received sales with the tax administrator online; in the event of a technical issue within 48 hours at the latest.

Refund

If the customer withdraws from the concluded contract or if the funds are returned to the customer for another reason, the seller will return to the customer the funds received from them under the contract in the same way. The customer is responsible for the accuracy of the data for refunds.

8. Defective performance rights

The seller guarantees to the customer that the goods are free of defects upon receipt. In particular, the seller is responsible to the customer that at the time of the acceptance of the goods by the customer:

- a) the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics described by the seller or manufacturer and expected by the customer, having regard to the nature of the goods and the advertising made;
- b) the goods are fit for the purpose stated by the seller for their use or for which goods of this type are usually used,
- c) the goods correspond in quality or design to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
- d) the goods come in the appropriate quantity, measure or weight; and
- e) the goods comply with the requirements of legal regulations.

The colour design of photographs and images on the customer's monitor may differ from the resulting inks on the delivered goods. Therefore, the colour deviation of the colour shade is not a defect of the goods.

If the defect becomes apparent within six months of receipt, the goods are deemed to have been defective at the time of receipt.

The right of defective performance does not belong to the customer if the customer knows before receiving the thing that it is a defective product or if they themselves cause the defect.

9. Quality guarantee and complaints

By guaranteeing the quality, the seller undertakes that the goods will be suitable for use for the usual purpose for a certain period of time or that they will retain their usual properties.

A customer-consumer is entitled to exercise the right to claim for a defect that occurs within 24 months after receipt of the goods; and for a customer-entrepreneur this applies within 6 months after receipt of the goods, unless otherwise stated. However, this does not apply to:

- a) goods sold at a lower price with a defect for which a lower price has been agreed
- b) wear and tear of the thing caused by its normal use
- c) a defect corresponding to the degree of use or wear in the case of a used item

File claims for defective performance and complaints at:

EUROPOSTERS, s.r.o.
Žďár nad Metují 139
549 55
Czech Republic

The seller decides on the complaint immediately, in complex cases within 5 working days. Complaints, including those regarding the elimination of defects, will be handled by the seller without undue delay, no later than 30 days from the submission of the complaint.

The rights from the liability for defects of the goods for which the quality guarantee applies will expire if they have not been exercised within the specified period.

In the case of settling a complaint in the form of an exchange of goods, a new period does not start to run; the decisive period begins on the day of receipt of the goods by the customer.

10. Resolution of defects and complaints

If the goods have defects according to Article 8 or if the quality guarantee is applied within the specified deadlines according to Article 9, the customer may:

- a) require the delivery of new goods without defects, unless this is disproportionate to the nature of the defect, and if the defect concerns only a part of the goods, the customer may only request the replacement of that part; if this is not possible, they may withdraw from the contract;
- b) if this is disproportionate due to the nature of the defect, in particular if the defect can be rectified without undue delay, the customer has the right to rectify the defect free of charge. The customer has the right to

receive new goods or have their parts replaced even in the case of a remediable defect, if they cannot use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects. In this case, the customer also has the right to withdraw from the contract;

c) request a reasonable discount if they do not withdraw from the contract or if they do not exercise the right to receive new goods without defects, to have their parts replaced or to repair the goods. The customer is entitled to a reasonable discount even if the seller cannot deliver new goods without defects, replace their part or repair the item, as well as if the seller does not arrange a remedy within a reasonable time or if arranging a remedy would cause significant difficulties.

11. Prices and validity of the offer

All prices include VAT valid at the time of sending the order, including all fees stipulated by law, however, the cost of delivery of goods or services varies according to the chosen method and transport provider and payment method.

A proper tax document is part of the delivery of goods.

All prices of goods, including promotional items, are valid until recalled or until goods are sold out.

The original price (typically shown as crossed out on the website as part of the discount information) means the lowest price in the last 30 days prior to the discount at which the seller offered the goods. The calculation of the original price does not take into account individual price advantages and price advantages that are not directly included in the current selling price of the goods (i.e. not provided automatically and across the board, such as discount codes). The original price calculated in this way remains valid even if the goods are discounted successively several times over a shorter period of time.

12. Discounts and discount vouchers

The seller provides various types of discounts (loyalty discounts, volume discounts, discounts for recommendations to friends, etc.). Each discount has its rules for use.

In the event that the discount or discount voucher is applied in violation of the rules of the discount or discount voucher, the seller has the right to refuse such application of the discount or discount voucher. In this case, the customer is informed and will be offered the opportunity to process the order without this discount or voucher.

In particular, these are cases where:

- a) the discount voucher is used for goods other than those for which it was intended;
- b) the discount voucher is used in conjunction with another discount, even though the aggregation of these discounts has not been expressly prohibited;
- c) the discount voucher is used for purchases that do not reach the minimum set price;
- d) the discount voucher has been used before.

The rules and conditions for applying a specific discount are attached either directly to the discount (in the form of information), or the discount includes a link to the online shop page where the rules of the discount

are described in detail. Each discount or coupon can be applied only once, unless explicitly stated otherwise.

In the event that the discount is applied by a customer who is not a consumer and it does not concern a purchased gift voucher, the seller has the right to refuse such a discount and such discount vouchers.

If the value of a gift voucher or discount voucher is higher than the value of the entire purchase, the difference is not transferred to a new voucher or coupon and the unused amount is not reimbursed.

13. Customer Reviews

The Seller reserves the right to publish customer reviews voluntarily provided by the Customer. The published customer reviews come from Customers who have actually purchased the goods.

Seller only allows reviews to be posted in connection with the goods purchased, thereby verifying the authenticity of customer reviews. The Seller reserves the right to publish, as a priority, reviews that do not require any further resolution by customer support and that have a verbal rating.

The overall satisfaction rating is determined from all customer reviews received, and no reviews are removed by the Seller.

14. Protection of personal data

All personal data communicated to the seller will not be provided to third parties or other entities without the customer's consent and will be handled in accordance with Act No. 101/2000 Coll., On the protection of personal data. The customer can request a change or deletion by e-mail at any time.

See the *Privacy Policy* for more information.

15. Final provisions

After its delivery to the seller, the customer's order is archived as a proposal for the conclusion of the purchase contract for the purpose of its fulfilment and further records, and its status is accessible to the customer.

Relationships and disputes that may arise on the basis of the purchase contract will be resolved exclusively in accordance with the law of the Czech Republic and will be resolved by the competent courts of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply in accordance with Article 6 of that Convention.

The contract is concluded in the Czech language. If a translation of the text of the contract is created for the needs of the customer, it applies that in the event of a dispute over the interpretation of terms, the interpretation of the contract in the Czech language is valid.

These General Terms and Conditions, including their components, are valid and effective from 1st January 2023 and repeal the previous version of Terms and Conditions and their components.

Company details:

EUROPOSTERS, s. r. o.

Hlavní 365

252 07 Štěchovice

Czech Republic

Organization number: 05040418

VAT: CZ05040418

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