

TERMS & CONDITIONS

of the Minority Records s.r.o. store,

Registered office: Suchý vršek 2138/1, 158 00 Prague 5

Place of business: Pod kostelem 385/2,

162 00 Prague 6 – Střešovice

for the sales of goods at the online store www.minorityrecords.com

1. Introductory Provisions

1. These Terms and Conditions (hereinafter referred to only as the “**Terms & Conditions**”) govern—in accordance with the provision of s. 1751 (1) of Act 89/2012 Sb., the Civil Code (hereinafter referred to only as the “**Civil Code**”)—the mutual rights and obligations of the Contracting Parties arising in connection with or on the basis of a Purchase Agreement (hereinafter referred to only as the “**Purchase Agreement**”) entered into by
Minority Records s.r.o., IČ (company reg. no.): 05035465, DIČ (VAT ID): CZ05035465, with the registered office at Suchý vršek 2138/1, 158 00 Prague 5, as the Seller (hereinafter referred to only as the “**Seller**”) and another natural person (hereinafter referred to only as the “**Buyer**”) at the online store of the Seller.
The online store is operated by the Seller at www.minorityrecords.com (hereinafter referred to only as the “**Website**”) using a website interface (hereinafter referred to only as the “**Store Website Interface**”).
2. The provisions of the Terms & Conditions form an integral part of the Purchase Agreement. The Purchase Agreement and the Terms & Conditions are drawn up in the Czech language. The Purchase Agreement is concluded in the Czech language.
3. The text of the Terms & Conditions may be changed or amended by the Seller. This provision does not affect the rights and obligations arising during the time period when the previous version of the Terms & Conditions was in effect.

2. Entering into the Purchase Agreement

1. **The entire presentation of goods in the Store Website Interface is only informative, and the Seller is not obligated to enter into the Purchase Agreement with respect to these goods. The provision of s. 1732 (2) of the Civil Code does not apply.**
2. The Store Website Interface contains information about the goods, including the prices of the individual items. The stated prices include VAT and all the applicable fees. The prices are valid for as long as they are displayed in the Store Website Interface. This provision does not prevent the Seller from entering into the Purchase Agreement under individually stipulated conditions.
3. The Store Website Interface also contains information on the costs associated with the packaging and delivery of the goods. Such information stated in the Store Website Interface applies only to goods delivered within the Czech Republic.
4. If the Buyer wishes to order any goods, they fill out an order form in the Store Website Interface. The order form includes, in particular, information regarding:
 1. the ordered goods (the Buyer “places” the ordered goods into an electronic shopping basket in the Store Website Interface),
 2. the payment method used for paying the purchase price of the goods, information regarding the requested delivery method, and
 3. information regarding the costs associated with the delivery of the goods (hereinafter referred to only as the “**Order**”).
5. Before submitting their Order to the Seller, the Buyer may check and change any data that they have entered in the Order, the Buyer may also correct any mistakes that they made when they entered their details into the Order form. The Buyer sends the Order to the Seller by clicking on the button “Pay by Credit Card” or “Pay with Paypal”. The details stated in the Order are considered correct by the Seller. Immediately after receiving the Order, the Seller confirms this reception by an email sent to the email address of the Buyer listed in the user interface or in the Order (hereinafter referred to only as the “**Buyer’s Email Address**”).
6. Depending on the nature of the Order (the amount of goods, purchase price and expected delivery costs), the Seller may ask the Buyer for an additional confirmation of the Order (over the telephone or in writing, for example).
7. The contractual relationship between the Seller and the Buyer is established by the delivery of the order confirmation (by acceptance). The

confirmation is sent by the Seller via email to the Buyer's Email Address.

8. By entering into the Purchase Agreement, the Buyer agrees to the use of means of remote communication. Any costs that the Buyer incurs while using means of remote communication in connection with entering into the Purchase Agreement (costs of internet connection, phone calls) are paid by the Buyer, and these costs are no different from the standard rate.

3. Price of Goods and Payment Terms

1. **The price of goods and any possible costs connected with the delivery of goods according to the Purchase Agreement may be paid by the Buyer to the Seller as follows:**
 - **in cash at the Seller's place of business at Pod kostelem 385/2, 162 00 Prague 6 – Střešovice; the Buyer acknowledges that if they fail to collect the goods within three days of entering into the Purchase Agreement, the Order is cancelled;**
 - **by a bank transfer to the bank account of the Seller No.: 4227845399/0800, administered by Česká spořitelna a.s. (hereinafter referred to only as the "Seller's Bank Account"); the amount corresponding to the purchase price must be credited to the Seller's Bank Account within three days of entering into the Purchase Agreement, otherwise the Order is cancelled;**
 - **with PayPal.**
2. Together with the purchase price, the Buyer is also obligated to pay to the Seller the costs connected with the packaging and delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price is hereinafter understood to include the costs connected with the delivery of goods.
3. The Seller does not require any advance payment or any other similar payment from the Buyer. This does not affect provision of Article 3 provision 7 of the Terms & Conditions regarding the obligation to pay the purchase price of the goods in advance.
4. In the case of a cash payment, the purchase price is due upon the physical handover of the goods. In the case of a cashless payment, the purchase price is due within three days after entering into the Purchase Agreement.
5. **Unless the purchase price is paid within three days after entering into the Purchase Agreement, the Order is automatically cancelled.**
6. In the case of a cashless payment, the Buyer is obligated to pay the

purchase price and to state the variable code (payment identifier). When using a cashless payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment when the relevant amount is credited to the account of the Seller.

7. The Seller has the right to demand payment of the entire purchase price before the goods are sent to the Buyer—particularly if the Buyer fails to provide an additional confirmation of the Order (as per provision 6 of Article 2 of the Terms & Conditions). The provision of s. 2119 (1) of the Civil Code does not apply.
8. Any discounts on the goods provided by the Seller to the Buyer may not be combined.
9. If trade practices or generally binding legal regulations require it, the Seller will provide a proof of sale to the Buyer confirming the payments they carried out on the basis of the Purchase Agreement. The Seller is a VAT payer.

4. Withdrawal from the Purchase Agreement

1. **The Buyer acknowledges that according to the provision of s. 1837 of the Civil Code, it is not possible to withdraw from a purchase agreement on the delivery of goods that were modified according to the wishes of the Buyer or were made for them specifically, from a purchase agreement on the delivery of perishable goods as well as goods that were irreversibly mixed with other goods after delivery, from a purchase agreement on the delivery of goods that may not be returned when taken out of their packaging due to hygienic reasons and from a purchase agreement on the delivery of a sound or visual recording or a computer program if their original packaging was opened.**
2. Unless it is one of the cases stated in provision 1 of this Article or a different case when it is impossible to withdraw from the purchase agreement, the Buyer has the right—in accordance with the provision of s. 1829 (1) of the Civil Code—to withdraw from the Purchase Agreement within fourteen (14) days from the reception of the goods, and if the subject of the Purchase Agreement are several types of goods or the goods are delivered in several parts, this time limit starts running from the day of the reception of the last delivery of the goods. The withdrawal from the Purchase Agreement must be sent to the Seller within the time limit stated in the previous sentence.

In order to withdraw from the Purchase Agreement, the Buyer may use the sample form provided by the Seller, which is added as an appendix to these

Terms & Conditions.

The withdrawal from the Purchase Agreement may be sent by the Buyer also to the place of business of the Seller or to the Seller's email address at mail@minorityrecords.com.

3. In the case of a withdrawal from the Purchase Agreement in accordance with provision 2 of this Article of the Terms & Conditions, the Purchase Agreement is voided. The goods must be returned to the Seller within fourteen (14) days from the withdrawal from the agreement. If the Buyer withdraws from the Purchase Agreement, the Buyer bears the costs connected with the return of the goods to the Seller and that applies even in the case when, due to its nature, the goods may not be returned by regular post.
4. In the case of a withdrawal from the agreement in accordance with provision 2 of this Article of the Terms & Conditions, the Seller will return the funds they received from the Buyer within fourteen (14) days from the withdrawal from the Purchase Agreement by the Buyer using the same payment method that was used by the Buyer. The Seller also has the right to return the payment provided by the Buyer already upon the return of the goods by the Buyer or through a different method if the Buyer agrees and if the Buyer does not incur any further costs thereby. If the Buyer withdraws from the Purchase Agreement, the Seller is not obligated to return the received funds to the Buyer before the Buyer returns the goods to the Seller or proves that they have sent the goods to the Seller.
5. The Seller has the right to unilaterally set off any claim for damages to the goods against Buyer's claim for the return of the purchase price.
6. The Seller has the right to withdraw from the Purchase Agreement at any time until the moment the goods are received by the Buyer. In such case, the Seller will return the purchase price to the Buyer without any undue delay by a bank transfer to the bank account specified by the Buyer.

5. Shipping and Delivery of Goods

1. **The goods may be delivered to the Buyer as follows:**
 - **shipping by Czech Post;**
 - **handover in person at the Seller's place of business.**
2. **In the case of a cashless payment in advance to the Seller's bank account and delivery to an address in the Czech Republic, the price of the shipping and delivery of the good sis CZK 75 + 21% VAT. For payments**

using the PayPal payment interface, the postage is automatically calculated by the sales system for all the destinations listed in the Order.

When collecting the goods personally at the place of business of the Seller, the costs of shipping and delivery are not charged.

3. In the case that the delivery method is agreed upon following a special request by the Buyer, the Buyer bears the risk and any additional costs connected with the requested shipping method.
4. If the Seller is obligated, in accordance with the Purchase Agreement, to deliver the goods to a place specified by the Buyer in the Order, the Buyer is obligated to accept the goods upon delivery.
5. If, due to reasons on the Buyer's side, it is necessary to deliver the goods repeatedly or using a method different from the one specified in the Order, the Buyer is obligated to pay the costs connected with the repeated delivery of the goods, or the costs connected with the change of the delivery method.
6. The Buyer is obligated to check the integrity of the packaging of the goods upon their reception from the carrier and if they find any defects, they are obligated to immediately inform the carrier of the fact. If the Buyer finds the packaging has been tampered with and they suspect unauthorized opening of the parcel, they are not obligated to accept the parcel from the carrier.

6. Rights from a Defective Performance

1. The rights and obligations of the Contracting Parties regarding the rights from a defective performance are governed by the relevant legislation (in particular by the provisions of ss. 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).
2. The Seller is liable to the Buyer that the goods have no defects upon their delivery. In particular, the Seller is liable to the Buyer that at the time when the Buyer accepts the goods:
 1. the goods have the properties that the Parties have agreed on, and if such an agreement is missing, the goods have the properties that the Seller or the producer described or that the Buyer expected with

- respect to the nature of the goods and on the basis of their advertising,
 2. the goods are suitable for the purpose that is stated for their use by the Seller or for which this type of goods is commonly used,
 3. the quality or form of the goods correspond to the agreed upon sample or model if the quality or form was specified according to a sample or model,
 4. the goods are provided in the corresponding amount, size and weight.
3. The provision 2 of this Article of the Terms & Conditions will not apply to goods sold at a lower price because of a defect for which this lower price was stipulated to the wear and tear of goods caused by their normal use, in the case of used goods to the defect that corresponds to the degree of use or wear and tear that the goods had when accepted by the Buyer, or if it is given by the nature of the goods.
 4. The rights from a defective performance are claimed by the Buyer at the Seller's place of business. The claim is made when the Seller receives the goods that are subject to the Buyer's claim.

7. Additional Rights and Obligations of the Contracting Parties

1. The Buyer gains ownership of the goods by paying the entire purchase price of the goods.
2. The Seller is not bound by any codes of conduct in their relationship with the Buyer within the meaning of the provision of s. 1826 (1) (e) of the Civil Code.
3. The Seller provides an out-of-court procedure for resolving consumer complaints via email: mail@minorityrecords.com. The Seller will inform the Buyer about the resolution of their complaint by sending such information to the Buyer's email address.
4. The Seller is authorised to sell goods based on their trade licence. Trade inspections are carried out by the competent Trade Licensing Office within their purview. Personal data protection is supervised by the Personal Data Protection Office. Apart from its other duties, the Czech Trade Inspection Authority supervises, in the defined scope, compliance with Act No. 634/1992 Sb., regulating Consumer Protection, as amended.
5. The Buyer hereby assumes the risk of a change of circumstances within the meaning of the provision of s. 1765 (2) of the Civil Code.

8. Personal Data Protection

1. The protection of personal data of the Buyer, who is a natural person, is regulated by Act No. 101/2000 Sb., regulating Personal Data Protection, as amended.
2. The Buyer agrees with the processing of the following personal data: name and surname, address, email address, phone number (hereinafter referred to together only as “**Personal Data**”).
3. The Buyer agrees to the processing of Personal Data by the Seller for the purposes of exercising the rights and obligations issuing from the Purchase Agreement and for the purposes of administration of the user account. Unless the Buyer chooses otherwise, they agree to the processing of Personal Data by the Seller also for the purposes of sending information and commercial notifications to the Buyer. The consent to the processing of Personal Data in the full extent according to this provision is not a condition that in itself would make it impossible to enter into the Purchase Agreement.
4. The Buyer acknowledges that they are obligated to—when placing an Order using the Store Website Interface—state their Personal Data truthfully and correctly and that they are obligated to inform the Seller of any change to their Personal Data without any undue delay.
5. The Seller may authorize a third person (a data processor) to process the Personal Data of the Buyer. Except for the persons delivering the goods, the Personal Data will not be provided by the Seller to any third persons without a prior consent from the Buyer.
6. The Personal Data will be processed for an indefinite period of time. The Personal Data will be processed in an electronic form using an automated method or in a printed form using a non-automated method.
7. The Buyer confirms that the provided Personal Data are correct and that they were informed that they are providing their Personal Data voluntarily.
8. If the Buyer believes that the Seller or the data processor (as per provision 5 of this Article) are processing their Personal Data in a way that is contrary to the protection of the personal and private life of the Buyer or in breach of the law, particularly if the Personal Data are incorrect with respect to the purpose of their processing, they may:
 1. request an explanation from the Seller or the data processor,
 2. request that the Seller or processor remedy the situation.
9. If the Buyer requests information about the processing of their Personal Data, the Seller is obligated to provide such information. The Seller is entitled to ask for an adequate payment for the provision of information according to the previous sentence, this payment may not exceed the costs

necessary to provide such information.

10. The Buyer agrees to receive information related to the goods, services or business of the Seller to the Buyer's Email Address and they further agree to receive commercial notifications from the Seller to the Buyer's Email Address.

9. Delivery of Correspondence

1. The Buyer may be contacted via email to the email address they specified in the Order.

10. Final Provisions

1. If the relationship established by the Purchase Agreement includes an international (foreign) element, the Parties agree that the relationship will be governed by Czech law. This does not affect the rights of the consumer protected by legislation.
2. If any provision of the Terms & Conditions is invalid or ineffective or becomes such, it will be replaced by a provision whose meaning comes as close to the invalid/ineffective provision as possible. The invalidity or ineffectiveness of a single provision does not affect the validity of the remaining provisions. All amendments and additions to the Purchase Agreement or the Terms & Conditions must be provided in writing.
3. The Purchase Agreement and the Terms & Conditions are archived by the Seller in an electronic form, and they are not publicly accessible.
4. The provisions of the Terms & Conditions form an integral part of the Purchase Agreement and, by submitting the Order, the Buyer confirms that they have read the Terms & Conditions and agree with them.
5. A sample form for the withdrawal from the Purchase Agreement is attached to the Terms & Conditions as an appendix.
6. The Terms & Conditions come into force and effect on 1 January 2017.
7. Contact details of the Seller: Minority Records s.r.o., IČ (company reg. no.): 05035465, DIČ (VAT ID): CZ05035465, registered office: Suchý vršek 2138/1, 158 00 Prague 5, delivery address: Pod kostelem 385/2, 162 00 Prague 6 – Střešovice, email address: mail@minorityrecords.com, phone: +420 722 544 845.

In Prague on 1 January 2017

NOTIFICATION OF WITHDRAWAL FROM THE AGREEMENT

Minority Records s.r.o.
Pod kostelem 385/2
CZ-162 00 Prague 6
Email: mail@minorityrecords.com

I/We (*) hereby declare that I/we am/are (*) withdrawing from

the purchase agreement for these goods (*) / the agreement for the provision of the following services(*)

Date of order (*) / Date of delivery (*)

Name and surname of the consumer/consumers Address of the consumer/consumers

Signature of the consumer/consumers (only if this form is sent as a hardcopy)

Date

() Strike out what does not apply.*