

General business, purchase and sale conditions

for clients of „mawadoo.com“

of mawadoo s.r.o.

[mawadoo s.r.o. , Rybná 716/24, Staré Město,
11000 Prague 1, Czech Republic]

(hereinafter referred to as „mawadoo“)

1. Object and Scope of the Agreement

1.1 mawadoo sells goods of any kind through the website of the same name on its own behalf and for its own expense. mawadoo offers convenient conditions for online shopping. For some goods the Client (hereinafter referred to as “the Buyer”) may choose the source of supply where mawadoo, in its turn, shall purchase the selected item.

1.2 The present General Business Conditions and Purchase Conditions (hereinafter referred to as GBC) are binding on all arrangements, agreements and legal deals of the Buyer concerning the service of mawadoo and purchase of goods on mawadoo.com Internet Platform. Thus, all counter statements of the Buyer with the reference to their own business conditions and/or purchase and sales conditions shall not be taken into account and shall not be a part of agreement, unless they are explicitly approved by mawadoo in writing.

2. Definitions

2.1 In the present GBC a consumer is any physical entity concluding the Agreement for the purposes which may not be interpreted as the object of their commercial or any other individual professional activity.

2.2 In the present GBC an entrepreneur is any Buyer concluding the Agreement within the framework of their own commercial or any other individual professional activity.

3. Execution of the Agreement, language and text of the Agreement

3.1 On the Internet Platform the goods are sold exclusively by mawadoo on its own behalf and for its own expense. mawadoo purchases goods from various sources, which are also indicated in the goods offer. In this case the Buyer may choose, from which supplier mawadoo shall purchase the item.

3.2 Presentation of goods on mawadoo.com Internet Platform shall not be deemed an offer binding to buying the goods. The Buyer sends a binding offer to execute a Purchase and Sale Agreement at the end of the order placement procedure by clicking on “place an order with compulsory payment”. Before placement of the binding order, the Buyer may preview the order, check the correctness of the entered data and the selected items. With the “Back” screen button, the Buyer may always return to the shopping cart menu or change the order data.

3.3 The order confirmation sent later by mawadoo shall not be deemed a binding acceptance of the Buyer's order. mawadoo shall retain the right to decline the Buyer as an Agreement party without explanation. mawadoo shall in any case inform the Buyer of the binding acceptance of the order within three days after order placement.

3.4 The Purchase and Sale Agreement with mawadoo comes into force from the moment of the placed order acceptance confirmation. mawadoo may also inform the Buyer of the order acceptance by sending the goods to the Buyer or by confirming the postage.

3.5 Purchase of goods at mawadoo requires registration and execution of a gratuitous Internet Platform

Use Agreement (see Par. 13). Registration of the Buyer and the use of the activation code shall be deemed the Buyer's offer to execute such Agreement (see Par. 13.1). Reserving the right to decline the Buyer's offer without explanation, mawadoo confirms the Agreement offer acceptance by sending registration confirmation to the Buyer and activating the Buyer's account. The Agreement has no definite validity term and may be terminated by the Parties pursuant to the regular order within four weeks after execution. Moreover, the Buyer shall be entitled to terminate the Agreement relations by deleting their account with the “Delete” function available in the account. Thus, the right to early termination is retained.

3.6 The Agreement may be executed in German and English languages. After accepting the order, mawadoo sends the confirmation, the bill and the present GBC to the Buyer by e-mail. Moreover, mawadoo does not save the Agreement text in every case, as it is available for the Buyer online.

4. Postage, delivery terms, partial delivery

4.1 Unless otherwise agreed, mawadoo shall deliver the goods to the delivery address indicated by the Buyer. If, at the Buyer's individual option, the goods shall be delivered to an address outside the EU, the Buyer shall pay all appropriate additional expenses and customs fees. The Buyer may get some goods directly from mawadoo or from its supplier only if the appropriate agreement has been made. In some cases, some goods are only available in certain countries, which is indicated in the goods description on the mawadoo.com Internet Platform.

4.2 If the goods may not be sent by regular mail (large items), the delivery shall be executed by an expeditor to the Buyer's door. Other transportation services may be arranged with the cargo carrier; additional expenses incurred shall be paid by the Buyer directly to the cargo carrier.

4.3 Unless the website provides any other information concerning certain goods, the delivery term shall not exceed 21 working days from the moment of order placement, order confirmation and bill payment by the Buyer.

4.4 If, contrary to the expectations, there are any changes in the assumed delivery term after the order placement, mawadoo shall immediately inform the Buyer. There are certain legal acts applicable to the Buyer as a “Consumer” (see Par. 2.1). If the Buyer is an “Entrepreneur” (see Par. 2.2), in the event of failure to meet the delivery term, they shall grant mawadoo with an appropriate coherent indulgence.

4.5 Shall mawadoo make a decision on the partial delivery of goods to the Buyer, further deliveries shall be effected without charging extra postage fees. If the partial delivery is effected at the Buyer's individual option, the postage cost shall be calculated separately for each additional postage.

5. Price, payment terms, postage cost, payment

5.1 Actual prices are the prices indicated on the goods offer page. Payment of the purchase price shall be effected immediately after the compulsory execution of the Purchase and Sale Agreement and reception of the bill by the Buyer.

5.2 Unless otherwise agreed, the goods shall be prepaid for. The Buyer may execute the payment in various ways (e.g., with a bank transfer, cash letter or credit card payment). The Buyer may not demand any certain payment option. The payment options are particularized in the Internet Platform. In certain cases, some payment options incur appropriate fees.

5.3 All prices include the turnover tax established by law (VAT), costs of delivery, packing and C.O.D. postage indicated in mawadoo separately by the goods offer.

5.4 Shall the Buyer wish to exercise their statutory right to cancellation (see Next Par. 6), they shall pay the immediate expenses for the return postage.

6. Consumers' right to cancellation, explanation of the right to cancellation

Consumers (see Par. 2.1) have the statutory right to cancellation, explained by mawadoo as follows:

Unless otherwise agreed, **according to Art. 312g Part 2 of German Civil Code (BGB), the statutory right to cancellation does not exist for the following contracts:**

- Contracts for the delivery of goods that are not prefabricated and for whose manufacture an individual selection or customer requirement is decisive or whose manufacture is clearly adjusted to the personal requirements of the Customer;
- Contracts for the delivery of perishable goods, or whose expiry date is quickly exceeded;
- Contracts for the delivery of sealed goods that are not suitable for return due to health protection or hygiene reasons, if they have been unsealed following delivery;
- Contracts for the delivery of goods, if these have been inseparably combined with other goods due to their characteristics following delivery;
- Contracts for the delivery of alcoholic beverages whose price was agreed on conclusion of the Agreement, but which can be delivered 30 days after the Agreement conclusion at the earliest and whose actual value is dependent on market fluctuations on which the entrepreneur has no influence;
- Contracts for the delivery of sound and video recordings or computer software in sealed packaging, if the seal was removed following delivery; and
- Contracts for the delivery of newspapers, journals or magazines, with the exception of subscription contracts.

Explanation of cancellation, Right to cancellation

You have a right to cancel the present Agreement within fourteen days without explanation. Cancellation term of the Agreement is fourteen days from the date when you or a third party indicated by you, and who is not the expeditor, received the last piece of goods.

To exercise your right to cancellation, you shall inform us **mawadoo s.r.o.** (mawadoo s.r.o. , Rybná 716/24, Staré Město, 11000 Prague 1, Czech Republic, e-mail: service@mawadoo.com) with an explicit statement (e.g., a letter sent by mail, fax or e-mail) on your decision to cancel the present Agreement. You may use the attached cancellation letter template, which is not compulsory. To meet the cancellation term, it is enough to send a message stating your intention to exercise your right to cancellation before the expiration of the established term.

Consequences of cancellation

In the event of cancellation of the present Agreement we shall return all the payments received from you, including the delivery cost (except for the additional expenses incurred if you selected a delivery method different from the standard delivery suggested by us), immediately and within fourteen days from the moment of receiving your message on the cancellation of the present Agreement. The return shall be effected with the means of payment used at the initial transaction, unless agreed otherwise with you; no compensation requirement shall be submitted to you in any event. Payment return application may be declined until we receive the returned goods or until you present the confirmation of sending the goods back, depending on which comes sooner.

You shall send or hand us the goods immediately, and in any case within fourteen days from the day of informing us about the cancellation of the present Agreement. The term shall be deemed satisfied if you send the goods until the established term of fourteen days expires.

You shall bear all the direct costs connected with the return of the goods. Maximum cost of the return of large goods which cannot be sent by regular mail shall not exceed 1000.- Euro.

You shall compensate the possible depreciation of the goods only if such depreciation is connected with the loss of the goods' properties, characteristics or functions caused by inappropriate handling.

7. Optional instructions for the return of goods

Mawadoo requests the Buyer to consider the following instructions for the return of goods with no effect on the validity of the right to cancellation:

If possible, use the provided goods return form and the return delivery address indicated in the Explanation of the Right to Cancellation. To avoid damage during transportation, it is recommended to use reliable, and, if possible, original transportation package for return transportation.

For the return delivery of the goods including combustion engine as a constituent part (e.g., a petrol lawnmower), it is required to extract all fuel and oil out of such goods, as the Buyer cannot guarantee safe and appropriate postage of the goods as a dangerous cargo.

8. Warranty

8.1. There is statutory responsibility for the quality of goods. The warranty is provided in accordance with the legislative regulations of German Civil Code (BGB), as well as provisions below.

8.2. Should any missing goods be revealed, the Buyer shall be entitled to demand mawadoo to eliminate the failure. If the Buyer establishes a certain term, it has to be reasonable.

8.3. If the Buyer is an Entrepreneur (see Par. 2.2), and the order is related to their trading activity, the claim submission order is regulated by legislation. Missing goods notifications shall be submitted in writing.

8.4. Claims concerning any defects of previously used goods expire one year after the goods delivery. If the Buyer is an Entrepreneur (see Par. 2.2), the expiration term is also valid for new goods. Shall there be any validity term for the counter claims established by law, the claims shall be deemed expired once such term is over.

8.5. The short expiration term mentioned in Par. 8.4 is not valid in the event of any malicious intent, notorious non-disclosure of any goods defects or if mawadoo takes up any warranty commitment concerning the quality of goods. The mentioned expiration term is not effective in respect of any defects of the goods which caused personal injury, bodily harm, claims under the Law on the manufacturer's liability for the goods quality, as well as fragrant violation or culpable neglect of material obligations under the Agreement, the fulfilment of which is obligatory for the appropriate fulfilment of the Agreement as the Buyer could expect, or the non-fulfilment of which may prevent the achievement of the purpose of the present Agreement.

9. Claim obligation of the Entrepreneur

9.1 If the Buyer is an Entrepreneur (see Par. 2.2), they shall be obliged to inspect the delivered goods immediately after delivery, and in the event of any revealed defects notify mawadoo on the delivered goods' defects within 7 working days after the moment of delivery. Notifications of the delivered goods' defects shall be submitted in writing. Should the Buyer fail to meet the term of submission of the notification of the delivered goods' defects, the goods shall be deemed accepted, except for the cases when the defect is impossible to reveal by means of simple inspection. If the defect is found later, the notification of such defect shall be submitted to mawadoo immediately after the defect is revealed; otherwise the goods shall be deemed accepted despite the revealed defect. To protect their right, the Buyer shall submit the notification of the delivered goods' defects on time.

9.2 The claim obligation described above is not valid if any defects of the goods were intentionally concealed by mawadoo.

10. Liability

10.1 Submission of claims for compensation of damage due to default of obligations and wrongful act, as well as claims of compensation of the wasted expenditure to mawadoo or its assignees and attorneys is not allowed.

10.2. This liability restriction is not applicable if the damage was caused intentionally or by negligence, as well as due to the default of material obligations under the Agreement (see Par. 8.5. last sentence). The liability restriction is also not applicable to the damage related to personal injury or bodily harm caused due to mawadoo's default of its obligations under the Agreement. The restriction is also not applicable to the damage caused due to the absence of guaranteed quality, or to any liability foreseen by the Law on the goods manufacturer's liability for the goods quality.

11. Personal data security

Personal data security activity of Mawadoo completely satisfies Germany's Federal Data Protection Act (BDSG) and German Electronic Media Act (TMG). Find more information on collection, processing and use of Buyers' personal data in the Confidentiality Statement.

12. Newsletter distribution

mawadoo retains the right to distribution of free e-mail newsletter containing news of mawadoo and information of the new goods it offers. mawadoo sends the newsletter only if the Buyer previously expressed their consent to receiving the newsletter. The Buyer may at any time unsubscribe from the newsletter using their Buyer account, by e-mail unsubscribe@mawadoo.com or by clicking the corresponding link which is present in every newsletter.

13 Registration on the website, authorization data

13.1 Placement of an order on mawadoo.com Internet Platform requires registration. Registration includes entering one's complete and correct personal data. The Buyer has to provide their actual mobile phone number registered in the country of their residence. mawadoo sends an SMS message with the access code to the mobile phone number indicated by the Buyer. After entering the code sent by the SMS message in the registration system, the Buyer gets an activation link to complete the registration and to activate the account. After that mawadoo creates the Buyer's account. During registration, the Buyer sets the data required for further authorization and use, including password (hereinafter referred to as "Authorization Data"). For the sake of safety, mawadoo is entitled to change the authorization data at any time. In such a case, mawadoo shall immediately notify the Buyer of the new authorization data. The Buyer shall ensure their data (e.g., address) are correct and actual, and, if necessary, introduce the appropriate changes into the account.

13.2 The Buyer's account may be used only by the Buyer themselves and shall not be assigned to any other persons. The account may not be used by any third parties.

13.3 The Buyer shall be responsible for the protection of their authorization data themselves. The data shall be kept secret and shall not be made available to any other persons without the expressed consent of mawadoo. Should the Buyer find out that their authorization data are used by any third parties, they shall immediately change their authorization data; if it is impossible, immediately inform mawadoo.

13.4 Should mawadoo reasonably suspect any abuse of the authorization data, it shall be entitled to immediately block the access to such account; in the event of culpable abuse of the authorization data (e.g. entering false data during registration etc.) or unauthorized use of the data by any third parties (see Par. 13.2), to immediately terminate the Internet Platform Use Agreement (see Par. 3.5). mawadoo shall immediately inform the Buyer of blocking their account or termination the Agreement. After termination of the Agreement the Buyer shall not be entitled to register on mawadoo.com Internet Platform anymore.

13.5 mawadoo shall not be held liable for any damage caused to the Buyer as a result of abuse or loss of the authorization data. This provision is not applicable to the damage caused by fault of mawadoo.

13.6 Moreover, malicious use, manipulations of the Website, or launch of malware like Trojans, worms etc. is not allowed. In the event of intentional default of the present provision, mawadoo is entitled to terminate the Agreement immediately before its expiration, retaining the right to initiate criminal prosecution of the guilty and to demand compensation of the caused damage.

14. Amendments to the General Business Conditions

mawadoo is entitled to introduce changes into the present GBC in the future. The changes are valid only if the amended GBC are included into the legal deal. In all other situations, mawadoo shall inform each Buyer in writing of the introduced amendments and give them the opportunity to claim their dissent to the changes within one month. If the Buyer does not claim their dissent within the established term, the amendments shall be deemed accepted. Should the Buyer claim their dissent, both Parties shall retain the right to terminate the Agreement. The amendment notification provided by mawadoo shall inform the Buyer of the one-month term of claiming the dissent and its consequences, as well as of the consequences of failure to meet the established dissent claim term. The amended GBC shall not be applicable to the goods ordered before the introduction of such amendments or material obligations (see Par. 8.5, last sentence) under the present Agreement.

15. Copyright for the Website contents

Production and update of the mawadoo.com Internet Platform contents, particularly of the advertising texts, descriptions, photographs etc., cause considerable expenditures. The mentioned contents may only be used by the Buyer to get desired information. Any use of the contents non-complying with this purpose, or making reference to the contents for commercial purposes are forbidden. Notwithstanding with the legal protection, this provision is applicable to mawadoo logo, images, goods description, goods data. The Buyer accepts the restrictions of mawadoo.com Internet Platform use presented above.

16. Upload of contents to the website

16.1 mawadoo provides the Buyer with an opportunity to interact with the website and other users of the website by sending messages and leaving references to the goods. Messages, references and other contents uploaded to the website by the Buyer, shall be substantial and truthful. All types of spam, insult, discriminating, racist or other inappropriate contents are strictly forbidden.

16.2 Shall the Buyer intentionally break the obligations presented above, mawadoo shall retain the right to terminate the Website Use Agreement before expiration. The right to damage compensation loses its force.

17. Final clauses

17.1 The Agreements are regulated exclusively by the legislative acts of the Federal Republic of Germany. United Nations Convention on Contracts for the International Sale of Goods, as well as German private international law, are not applicable. If the Buyer is a Consumer (see Par. 2.1), in addition the compulsory Consumer Right Protection Provisions acting in the Buyer's country of residence, are applicable, if they provide them any additional protection.

17.2 If the Buyer is an Entrepreneur, a legal entity having public rights or owning public separate estate, the only place of resolving all claims arising from the Agreement shall be the city of Prague, Czech Republic. mawadoo may also choose the place for dispute resolution foreseen by law, which does not contradict the validity of the previous provision.

17.3 Should any part of the present GBC have no legal force in the present or in the future, all other provisions shall retain their legal force. If any provision of the present conditions recognized as void, incomplete or impracticable, the Parties shall agree upon such a provision which would meet the economic purpose of the initial provision as accurately as possible.

17.4 mawadoo has the right to delegate its rights and obligations arising from the Internet Platform Use Agreement (see Par. 3.5) to third parties. mawadoo shall immediately inform the Buyer of the planned delegation by e-mail. The Buyer may terminate their Agreement with mawadoo before expiration within three weeks. Termination of the Agreement with the Buyer becomes valid from the moment of delegation of the agreement relations to the third parties by mawadoo.

As of: February 1st, 2018