

BUSINESS TERMS AND CONDITIONS FOR ORDERS OF POSTAGE STAMPS AND PHILATELIC GOODS

Basic Provisions

The below mentioned business terms and conditions (hereinafter referred to as “the Business Terms and Conditions”) apply to permanent, annual and on-line orders via these mail order services: Služby filatelistům, Karlovy Vary and PostFila, Prague.

1. National Orders

1.1. The Parties

1. The Seller:

Česká pošta, s.p. (the Czech Post), with the registered office at Prague 1, Politických vězňů 909/4, postal code: 225 99, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565.

Identification number: 47 11 49 83.

Tax identification number: CZ47 11 49 83.

(hereinafter referred to as "the Seller")

2. The Buyer:

The Buyer is an individual or a legal person identified as the Buyer in duly completed order forms.

(hereinafter referred to as "the Buyer")

1.2. Order

1.2.1. Permanent Order

1. To order delivery of Czech postage stamps and philatelic goods the Buyer shall use the form [Permanent Order](#) on the website of the Czech Post
2. The Buyer shall send the completed form by post to the address Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70, or by e-mail to the address filatelie.kv@cpost.cz.
3. The Permanent Order can be terminated with effects as of the day of delivery of the notice of termination of the Permanent Order into the Seller's sphere of disposition; the notice must be made in writing and sent either by mail addressed to Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70, or via email to filatelie.kv@cpost.cz. This provision does not affect subclause 1.8.5.

1.2.2. On-Line Order of Postage Stamps

1. The Buyer can order stamps via the online ordering system without registration. Alternatively, the Buyer can log into the system using the user name and password set at the first registration in the online system for stamp orders on the website of the Czech Post.
2. The Seller does not guarantee that all the listed postage stamps will be available. The availability of postage stamps will be confirmed on basis of the Buyer's order and stamps in stock.
3. A sent order of stamps is a proposal to enter into buying contract.
4. The Buyer has to specify the manner of payment in the order form, i.e. online payment by payment card or by bank button via payment gateway, or cash on delivery. This specification cannot be changed later. If the Buyer specifies online payment, he will be directed to the payment gateway to make the payment.
5. After the sending of the online order form, the system will automatically generate a confirmation of receipt of the order form; the confirmation only informs the customer that the order form has been received by the system and submitted for handling. A confirmation of the receipt of payment will be sent to the Buyer as soon as the payment via the payment gateway is made.
6. The Seller reserves the right to refuse the offer to enter into a contract of sale if the ordered stamps or philatelic goods are not available

1.3. Price

1. Postage stamps and other stamped stationery are delivered at the price of their face value, philatelic goods at the selling prices of Czech Post set in accordance with the Pricelist of Postal Stationery and Philatelic Goods (hereinafter referred to as “the Pricelist”) attached to these Business Terms and Conditions as Annex No. 1.
2. A handling fee of CZK 35 incl. of VAT is charged in addition to the total value of the ordered goods in the case of national orders of a total value lower than CZK 600. Delivery of the ordered goods is free of charge.

1.4. Delivery

1. The ordered postage stamps and philatelic goods will be delivered by mail item. If the Buyer specifies payment by cash on delivery, the goods will be delivered by means of a COD consignment.
2. Postage stamps ordered on-line will be delivered as soon as possible depending on their availability and operating capacity of the Seller, as a rule within 15 days from acceptance of the order, by mail item or C.O.D. mail.
3. The ordered postage stamps and philatelic goods are considered delivered upon the acceptance of the consignment by the Buyer or, in the case of payment by cash on delivery, upon the payment of the COD amount and acceptance of the consignment which was sent by the Seller to the address given by the Buyer in the order form.
4. Enclosed to every mail with ordered postage stamps and philatelic goods is a tax document (invoice).

1.5. Withdrawal from Contract

1. Subject to section 1829 of the Civil Code, if the Buyer is an individual and enters into the contract with the Seller otherwise than as part of his/her business activity or of his/her independent professional activity, he/she has the right to withdraw from contract within 14 days from acceptance of the goods (from the first delivery of goods in the case of a permanent order). The Buyer is also entitled to withdraw from contract in cases set out by law and in cases set out in subclause 1.7.

2. If the Buyer wishes to exercise his/her right to withdraw from contract, he/she has to notify the Seller by means of a unilateral legal act; the notice must be made in writing and sent either by mail addressed to Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70, or via email to filatelie.kv@cpost.cz. For these purposes, the Buyer can use the notice of withdrawal form attached to these Business Terms and Conditions, although he/she is not obliged to do so.
3. The notice of withdrawal must be sent before the expiry of the relevant time period in order to comply with the time period set for withdrawal from contract.
4. If the Buyer withdraws from contract, the Seller will, without unnecessary delay, at the latest 14 days from the day of delivery to the Seller of the notice of withdrawal from contract, however not before the Seller receives the returned goods or the Buyer proves that he/she sent the goods back, whichever comes first, return to the Buyer all payments received by the Seller from the Buyer including the cost of delivery (with the exception of extra costs incurred due to the selected method of delivery which is other than the cheapest standard delivery method offered by the Seller). The payments will be returned using the same payment method which the Buyer used for the initial transaction, unless the Buyer expressly stipulated otherwise. In no case will the Buyer incur any further costs because of this.
5. The Buyer is obliged, without unnecessary delay, at the latest 14 days from the day of withdrawal from contract, to send the goods back to the Seller or hand them over at the address: Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70.
6. If the Buyer withdraws from contract, he/she will bear the costs connected with the returning of the goods, and if the contract has been entered into by means of remote communication, also the costs of the returning of the goods providing that the nature of the goods renders their return by normal postal transportation impossible.
7. The Buyer is only liable for the diminishing in value of the goods if these goods were handled otherwise than they should have been with respect to their nature and properties.

1.6. Protection of the Buyer's Personal Data

1. The Seller as the administrator processes the personal details of the Buyer (if the Buyer is an individual) and the personal details of third parties provided by the Client to the Seller (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes connected with the fulfilment of the order and delivery of Postage Stamps and Philatelic Goods, for the duration of this Agreement, or for the purposes resulting from legal regulations for a period longer than justified by such legal regulations. Accordingly, the Client is obliged to inform the individuals whose personal data is transmitted for the purposes related to the purchase Postage Stamps and Philatelic Goods.
2. With the exception stated in the paragraph 1 of this article of the Business Terms and Conditions, the Buyer does not provide the Seller with any other personal data together with the Order Form.
3. The Seller will further process the address details and email address for the purpose of sending its offer of sales and services as well as sending commercial statements. If the data subject does not consent to any processing mentioned in this paragraph, the data subject has the right to file an objection against such processing.
4. Further information related to the processing of personal data by the Seller is contained in the current version of the Information on the Processing of Personal Data available on the Seller's website at www.ceskaposta.cz - [GDPR](#).

1.7. The Buyer's rights due to defective performance

1.7.1. The Buyer's rights (if it is not apparent from the circumstances of the entering into contract that the purchase affects also his/her business activity)

1. Subject to section 2165 of the Civil Code, if the thing has defects, the Buyer has the right to demand delivery of a new thing free of defects if it is not unreasonable with respect to the nature of the defect, but if the defect concerns only a part of the thing, the Buyer may only demand exchange of the part; if it is not possible, he/she may withdraw from contract. However, it is not proportionate to the nature of the defect, in particular if the defect can be removed without unnecessary delay, the Buyer has the right to removal of the defect free of charge.
2. The Buyer has the right to delivery of a new thing or exchange of a part also in case of a removable defect if the Buyer cannot use the thing properly because of repeated occurrence of the defect after its repair or because of a larger number of defects. In such case, the Buyer also has the right to withdraw from contract.
3. If the Buyer does not withdraw from contract or exercise his/her right to delivery of a new thing free of defects, to exchange of its part, or to repair of the thing, he/she can demand a reasonable discount. The Buyer has the right to a reasonable discount also if the Seller cannot deliver to him/her a new thing free of defects, exchange its part, or repair the thing, as well as if the Seller fails to remedy the situation within a reasonable period of time or if the remedying of the situation causes considerable difficulty to the consumer.
4. The Buyer does not have the right due to defective performance if, before the acceptance of the goods, the Buyer was aware that the thing had a defect or if the Buyer him- or herself caused the defect.
5. If the thing has a defect which creates the Seller's obligation and if the thing was sold at a reduced price or as an already used thing, the Buyer has the right to a reasonable discount instead of the right to exchange of the thing.
6. The Buyer is entitled to exercise the right due to a defect which occurs in consumer goods, within a time period of four months from the acceptance. This provision does not apply:
 - a) to the thing sold at a reduced price due to a defect for which the reduced price was agreed,
 - b) to the wear of the thing which is due to its normal use,
 - c) to the defect of an already used thing which corresponds to the extent of use or wear of the thing at the time of its acceptance by the Buyer, or
 - d) if it arises from the nature of the thing.

1.7.2. The Buyer's rights if the defective performance constitutes a material breach of contract

1. Subject to section 2106 of the Civil Code, if the defective performance constitutes a material breach of contract, the Buyer always has the right:
 - a) to removal of the defect by means of delivery of a new thing free of defects or by means of delivery of a missing thing,
 - b) to removal of the defect by means of repair of the thing,
 - c) to a reasonable discount from the selling price, or
 - d) to withdraw from contract.
2. The Buyer has to inform the Seller about the selected option by means of the notice of defect or without unnecessary delay after the notice of defect. The selected option cannot be changed by the Buyer without the Seller's consent; this does not apply if the Buyer has requested repair of a defect which proves to be beyond repair.

If the Seller fails to remove the defects within a reasonable period of time or if it informs the Buyer that it will not remove the defects, the Buyer may request a reasonable discount from the selling price instead of removal of the defect, or he/she may withdraw from contract.

3. If the Buyer does not select an option in due time, he/she has the same rights as in case of defective performance which constitutes an immaterial breach of contract.

1.7.3. The Buyer's rights if the defective performance constitutes an immaterial breach of contract

1. Subject to section 2107 of the Civil Code, if the defective performance constitutes an immaterial breach of contract and at the same time the provisions of subclause 1.7.1 are not applied, the Buyer has the right to removal of the defect or to a reasonable discount from the selling price.
2. Until the Buyer exercises the right to discount from the selling price or withdraws from contract, the Seller may deliver what is missing or remove a legal defect. The Seller may, at its option, remove other defects by means of repair of the thing or delivery of a new thing; the option must not cause unreasonable costs to be incurred by the Buyer.
3. If the Seller fails to remove the defect of the thing in a timely manner or if it refuses to remove the defect of the thing, the Buyer may request discount from the selling price or may withdraw from contract. The Buyer may not change the selected option without the Seller's consent.

1.7.4.

1. The Buyer may not withdraw from contract or request delivery of a new thing if he/she is unable to return the thing in the condition in which he/she received it. This does not apply
 - a) if the condition has changed due to an examination made to determine the defect of the thing,
 - b) if the Buyer had already used the thing before the defect was found,
 - c) if the impossibility to return the thing in an unchanged condition was caused by the Buyer's action or omission to act, or
 - d) if the Buyer had already sold the thing before the defect was found, used it up or changed it during normal use; if this happened only partially, the Buyer has to return to the Seller what he/she is still able to return and has to compensate the Seller to the extent to which he/she benefited from the use of the thing.

1.7.5.

1. The Buyer is obliged to give notice of the defect without unnecessary delay after the defect can be found if he/she uses an early examination and sufficient care, otherwise he/she will lose his/her rights due to defective performance. The same applies to a latent defect if the Buyer fails to give notice of the defect without unnecessary delay after the defect can be found if the Buyer uses sufficient care, however at the latest two years after the handover of the thing. If the Buyer fails to give timely notice of the defect, he/she will lose the right to withdraw from contract.

1.7.6.

1. Postage stamps are considered as defective especially in case of components in the paper, heavy presence of foreign matter in the paper, printing errors or mechanical damage of the stamps.

1.7.7.

1. Claims due to defective performance can be made at the address Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70. In order to prove that the performance is defective, the Buyer has to present the defective goods to the Seller without unnecessary delay after finding the defect.

1.7.8.

1. The extrajudicial body competent to resolve any consumer disputes resulting from this service between consumers and Česká pošta, s.p. is the relevant Czech Trade Inspection Authority (www.coi.cz).

1.7.9.

1. In accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, any consumer dispute arising in connection with services provided on the basis of contracts concluded online can also be resolved through the dedicated European online platform for alternative dispute resolution (ODR platform).

1.8. Closing Provisions

1. These Business Terms and Conditions apply to permanent orders of postage stamps and philatelic goods as well as to on-line orders of postage stamps; they are governed by valid laws of the Czech Republic.
2. The Seller is entitled to alter the Business Terms and Conditions and/or the Pricelist to a reasonable extent. The Seller has to provide the Buyer with information on the alteration of the Business Terms and Conditions and/or the Pricelist including information on the effective date of the alterations, at least 30 days before the effective date of the alterations, by publishing this information on the website www.ceskaposta.cz - [Pricelist](#) The Seller may provide information on the alteration including the new version of the Business Terms and Conditions and/or the Pricelist also by other communication means agreed with the Buyer.
3. The Buyer is obliged to make him- or herself acquainted with the new version of the Business Terms and Conditions and/or the Pricelist.
4. If the Buyer does not terminate his/her permanent order of postage stamps and philatelic goods at the latest 1 working day before the effective date of the new version of the Business Terms and Conditions and/or the Pricelist, he/she will be deemed to have accepted the alteration of the Business Terms and Conditions and/or the Pricelist as of the effective date set by the Seller.
5. If the Buyer refuses the alteration of the Business Terms and Conditions and/or the Pricelist, he/she will terminate his/her permanent order of postage stamps and philatelic goods as of the time of his/her notice of refusal of the alterations. The period of notice will start running on the day of delivery of the notice to the Seller and will end as of the effective date of the changes of the Business Terms and Conditions and/or the Pricelist. The notice must be delivered to the Seller before the effective date of the proposed alteration.
6. The notice of termination and notice of refusal of alterations of the Business Terms and Conditions and/or the Pricelist has to be made in writing and sent by the Buyer by mail addressed to Česká pošta, s.p., Služby filatelistům, Nákladní 29, 362 07 Depo Karlovy Vary 70, or via email to filatelie.kv@cpost.cz.

7. Contrary to the above-mentioned, the Seller and the Buyer agree that the Seller is entitled to make a unilateral alteration of the Business Terms and Conditions and/or the Pricelist with immediate effect if such alteration is for the exclusive benefit of the Buyer.
8. The following annexes make a part of these Business Terms and Conditions:
 - Annex No. 1 Pricelist of Postal Stationery and Philatelic Goods
 - Annex No. 2 Notice of Withdrawal Form – National Orders

2. International Orders

2.1. The Parties

1. The Seller:

Česká pošta, s.p. (the Czech Post), with the registered office at Prague 1, Politických vězňů 909/4, postal code: 225 99, registered in the Commercial Register maintained by the Municipal Court in Prague, Section A, File 7565.

Identification number: 47 11 49 83.

Tax identification number: CZ47 11 49 83.
(hereinafter referred to as "the Seller")

2. The Buyer:

The Buyer is an individual or a legal person identified as the Buyer in duly completed order forms.
(hereinafter referred to as "the Buyer")

2.2. Order

2.2.1. Annual Order

1. To order delivery of newly issued Czech postage stamps and philatelic goods the Buyer shall use the form [Annual Order](#) on the website of the Czech Post.
2. The Buyer shall send the completed form by post to the address Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7, or by e-mail to the address postfila@cpost.cz.

2.2.2. On-Line Order of Postage Stamps

1. Foreign orders via the online system can be placed by the Buyer only without registration.
2. The Seller does not guarantee that all the listed postage stamps will be available. The availability of postage stamps will be confirmed on basis of the Buyer's order and stamps in stock.
3. The Buyer has to specify the manner of payment in the order form, i.e. online payment by payment card or by bank button via payment gateway, or bank transfer. This specification cannot be changed later. If the Buyer specifies online payment, he will be directed to the payment gateway to make the payment.
4. After the sending of the online order form, the system will automatically generate a confirmation of receipt of the order form; the confirmation only informs the customer that the order form has been received by the system and submitted for handling. A confirmation of the receipt of payment will be sent to the Buyer as soon as the payment via the payment gateway is made. If the Buyer specifies payment by bank transfer, he will receive payment instructions.

5. A sent order of stamps is a proposal to enter into buying contract.
6. The Seller reserves the right to refuse the offer to enter into a contract of sale, also in part, if the ordered stamps or philatelic goods are not available.

2.3. Price

1. Postage stamps and other postal stationery are delivered at the price of their face value, philatelic goods at the selling prices of Czech Post set in accordance with the Pricelist of Postal Stationery and Philatelic Goods (hereinafter referred to as “the Pricelist”) attached to these Business Terms and Conditions as Annex No. 1.
2. A handling fee of CZK 150 excl. of VAT is charged in addition to the total value of the delivered goods in the case of deliveries of international orders of a total value lower than CZK 600. Delivery of the ordered goods is free of charge.
3. The face values and selling prices of the ordered goods sent abroad according to the Annual Order will be converted to the currency of the country in which the Buyer has its registered office or to the agreed currency, by using the daily exchange rate of the Czech National Bank valid as at the date of the pro-forma invoice.
4. The price for goods ordered and sent under online stamp orders paid via payment gateway will be the face value/selling price in Czech crowns (CZK).

2.4. Delivery

1. Complete sets of postage stamps and philatelic goods according to the Annual Order will be sent abroad once a year.
2. The Buyer will be sent by post or by e-mail a pro-forma invoice according to the Annual Order of Postage Stamps. The pro-forma invoice will include a list of the ordered postage stamps and philatelic goods, bank details and total amount to be paid.
3. The pro-forma invoice including bank fees shall be paid by the Buyer onto the account: Česká pošta, s.p., Komerční banka Praha 7, account number: 13500-071/0100.
4. The ordered postage stamps and philatelic goods will be sent to the Buyer by post after the payment via the payment gateway is made or after the payment is placed onto the account of the Czech Post as mentioned in subclause (3) above.
5. The Seller will insure the mail to a value corresponding to the total value of the ordered postage stamps and philatelic goods.

2.5. Withdrawal from Contract

1. The Seller is entitled to withdraw from the contract if the ordered postage stamps or philatelic goods are not available. In such a case the Seller shall always inform the Buyer about the unavailability.
2. Subject to section 1829 of the Civil Code, if the Buyer is an individual and enters into the contract with the Seller otherwise than as part of his/her business activity or of his/her independent professional activity, he/she has the right to withdraw from contract within 14 days from acceptance of the goods (from the first delivery of goods in the case of a permanent order). The Buyer is also entitled to withdraw from contract in cases set out by law and in cases set out in subclause 2.7
3. If the Buyer wishes to exercise his/her right to withdraw from contract, he/she has to notify the Seller by means of a unilateral legal act; the notice must be made in writing and sent either by mail addressed to Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7, to fax +420 954 299 184 or via email to postfila@cpost.cz. For these purposes, the Buyer can use the notice of withdrawal form attached to these Business Terms and Conditions, although he/she is not obliged to do so.

4. The notice of withdrawal must be sent before the expiry of the relevant time period in order to comply with the time period set for withdrawal from contract.
5. If the Buyer withdraws from contract, the Seller will, without unnecessary delay, at the latest 14 days from the day of delivery to the Seller of the notice of withdrawal from contract, however not before the Seller receives the returned goods or the Buyer proves that he/she sent the goods back, whichever comes first, return to the Buyer all payments received by the Seller from the Buyer including the cost of delivery (with the exception of extra costs incurred due to the selected method of delivery which is other than the cheapest standard delivery method offered by the Seller). The payments will be returned using the same payment method which the Buyer used for the initial transaction, unless the Buyer expressly stipulated otherwise. In no case will the Buyer incur any further costs because of this.
6. The Buyer is obliged, without unnecessary delay, at the latest 14 days from the day of withdrawal from contract, to send the goods back to the Seller or hand them over at the address: Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7.
7. If the Buyer withdraws from contract, he/she will bear the costs connected with the returning of the goods, and if the contract has been entered into by means of remote communication, also the costs of the returning of the goods providing that the nature of the goods renders their return by normal postal transportation impossible.
8. The Buyer is only liable for the diminishing in value of the goods if these goods were handled otherwise than they should have been with respect to their nature and properties.

2.6. Protection of the Buyer's Personal Data

1. The Seller as the administrator processes the personal details of the Buyer (if the Buyer is an individual) and the personal details of third parties provided by the Client to the Seller (hereinafter referred to as "data subjects" and "personal data"), solely for the purposes connected with the fulfilment of the order and delivery of Postage Stamps and Philatelic Goods, for the duration of this Agreement, or for the purposes resulting from legal regulations for a period longer than justified by such legal regulations. Accordingly, the Client is obliged to inform the individuals whose personal data is transmitted for the purposes related to the purchase of Postage Stamps and Philatelic Goods.
2. With the exception stated in the paragraph 1 of this article of the Business Terms and Conditions, the Buyer does not provide the Seller with any other personal data together with the Order Form.
3. The Seller will further process the address details and email address for the purpose of sending its offer of sales and services as well as sending commercial statements. If the data subject does not consent to any processing mentioned in this paragraph, the data subject has the right to file an objection against such processing.
4. Further information related to the processing of personal data by the Seller is contained in the current version of the Information on the Processing of Personal Data available on the Seller's website at www.ceskaposta.cz - GDPR.

2.7. The Buyer's rights due to defective performance

2.7.1. The Buyer's rights (if it is not apparent from the circumstances of the entering into contract that the purchase affects also his/her business activity)

1. Subject to section 2165 of the Civil Code, if the thing has defects, the Buyer has the right to demand delivery of a new thing free of defects if it is not unreasonable with respect to the nature of the defect, but if the defect concerns only a part of the thing, the Buyer may only demand exchange of the part; if it is not possible, he/she may withdraw from contract. However, it is not proportionate

to the nature of the defect, in particular if the defect can be removed without unnecessary delay, the Buyer has the right to removal of the defect free of charge.

2. The Buyer has the right to delivery of a new thing or exchange of a part also in case of a removable defect if the Buyer cannot use the thing properly because of repeated occurrence of the defect after its repair or because of a larger number of defects. In such case, the Buyer also has the right to withdraw from contract.
3. If the Buyer does not withdraw from contract or exercise his/her right to delivery of a new thing free of defects, to exchange of its part, or to repair of the thing, he/she can demand a reasonable discount. The Buyer has the right to a reasonable discount also if the Seller cannot deliver to him/her a new thing free of defects, exchange its part, or repair the thing, as well as if the Seller fails to remedy the situation within a reasonable period of time or if the remedying of the situation causes considerable difficulty to the consumer.
4. The Buyer does not have the right due to defective performance if, before the acceptance of the goods, the Buyer was aware that the thing had a defect or if the Buyer him- or herself caused the defect.
5. If the thing has a defect which creates the Seller's obligation and if the thing was sold at a reduced price or as an already used thing, the Buyer has the right to a reasonable discount instead of the right to exchange of the thing.
6. The Buyer is entitled to exercise the right due to a defect which occurs in consumer goods, within a time period of four months from the acceptance. This provision does not apply:
 - a) to the thing sold at a reduced price due to a defect for which the reduced price was agreed,
 - b) to the wear of the thing which is due to its normal use,
 - c) to the defect of an already used thing which corresponds to the extent of use or wear of the thing at the time of its acceptance by the Buyer, or
 - d) if it arises from the nature of the thing.

2.7.2. The Buyer's rights if the defective performance constitutes a material breach of contract

1. Subject to section 2106 of the Civil Code, if the defective performance constitutes a material breach of contract, the Buyer always has the right:
 - a) to removal of the defect by means of delivery of a new thing free of defects or by means of delivery of a missing thing,
 - b) to removal of the defect by means of repair of the thing,
 - c) to a reasonable discount from the selling price, or
 - d) to withdraw from contract.
2. The Buyer has to inform the Seller about the selected option by means of the notice of defect or without unnecessary delay after the notice of defect. The selected option cannot be changed by the Buyer without the Seller's consent; this does not apply if the Buyer has requested repair of a defect which proves to be beyond repair. If the Seller fails to remove the defects within a reasonable period of time or if it informs the Buyer that it will not remove the defects, the Buyer may request a reasonable discount from the selling price instead of removal of the defect, or he/she may withdraw from contract.
3. If the Buyer does not select an option in due time, he/she has the same rights as in case of defective performance which constitutes an immaterial breach of contract.

2.7.3. The Buyer's rights if the defective performance constitutes an immaterial breach of contract

1. Subject to section 2107 of the Civil Code, if the defective performance constitutes an immaterial breach of contract and at the same time the provisions of subclause 2.7.1 are not applied, the Buyer has the right to removal of the defect or to a reasonable discount from the selling price.
2. Until the Buyer exercises the right to discount from the selling price or withdraws from contract, the Seller may deliver what is missing or remove a legal defect. The Seller may, at its option, remove other defects by means of repair of the thing or delivery of a new thing; the option must not cause unreasonable costs to be incurred by the Buyer.
3. If the Seller fails to remove the defect of the thing in a timely manner or if it refuses to remove the defect of the thing, the Buyer may request discount from the selling price or may withdraw from contract. The Buyer may not change the selected option without the Seller's consent.

2.7.4.

1. The Buyer may not withdraw from contract or request delivery of a new thing if he/she is unable to return the thing in the condition in which he/she received it. This does not apply
 - a) if the condition has changed due to an examination made to determine the defect of the thing,
 - b) if the Buyer had already used the thing before the defect was found,
 - c) if the impossibility to return the thing in an unchanged condition was caused by the Buyer's action or omission to act, or
 - d) if the Buyer had already sold the thing before the defect was found, used it up or changed it during normal use; if this happened only partially, the Buyer has to return to the Seller what he/she is still able to return and has to compensate the Seller to the extent to which he/she benefited from the use of the thing

2.7.5.

1. The Buyer is obliged to give notice of the defect without unnecessary delay after the defect can be found if he/she uses an early examination and sufficient care, otherwise he/she will lose his/her rights due to defective performance. The same applies to a latent defect if the Buyer fails to give notice of the defect without unnecessary delay after the defect can be found if the Buyer uses sufficient care, however at the latest two years after the handover of the thing. If the Buyer fails to give timely notice of the defect, he/she will lose the right to withdraw from contract.

2.7.6.

1. Postage stamps are considered as defective especially in case of components in the paper, heavy presence of foreign matter in the paper, printing errors or mechanical damage of the stamps-

2.7.7.

1. Claims due to defective performance can be made at the address Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7. In order to prove that the performance is defective, the Buyer has to present the defective goods to the Seller without unnecessary delay after finding the defect.

2.7.8.

1. The extrajudicial body competent to resolve any consumer disputes resulting from this service between consumers and Česká pošta, s.p. is the relevant Czech Trade Inspection Authority (www.coi.cz).

2.7.9.

1. In accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes, any consumer dispute arising in connection with services provided on the basis of contracts concluded online can also be resolved through the dedicated European online platform for alternative dispute resolution (ODR platform).

2.8. Closing Provisions

1. These Business Terms and Conditions apply to annual orders of postage stamps and philatelic goods as well as to on-line orders of postage stamps; they are governed by valid laws of the Czech Republic.
2. The Seller is entitled to alter the Business Terms and Conditions and/or the Pricelist to a reasonable extent. The Seller has to provide the Buyer with information on the alteration of the Business Terms and Conditions and/or the Pricelist including information on the effective date of the alterations, at least 30 days before the effective date of the alterations, by publishing this information on the website www.ceskaposta.cz - [Pricelist](#). The Seller may provide information on the alteration including the new version of the Business Terms and Conditions and/or the Pricelist also by other communication means agreed with the Buyer.
3. The Buyer is obliged to make him- or herself acquainted with the new version of the Business Terms and Conditions and/or the Pricelist.
4. If the Buyer does not terminate his/her permanent order of postage stamps and philatelic goods at the latest 1 working day before the effective date of the new version of the Business Terms and Conditions and/or the Pricelist, he/she will be deemed to have accepted the alteration of the Business Terms and Conditions and/or the Pricelist as of the effective date set by the Seller.
5. If the Buyer refuses the alteration of the Business Terms and Conditions and/or the Pricelist, he/she will terminate his/her permanent order of postage stamps and philatelic goods as of the time of his/her notice of refusal of the alterations. The period of notice will start running on the day of delivery of the notice to the Seller and will end as of the effective date of the changes of the Business Terms and Conditions and/or the Pricelist. The notice must be delivered to the Seller before the effective date of the proposed alteration.
6. The notice of termination and notice of refusal of alterations of the Business Terms and Conditions and/or the Pricelist has to be made in writing and sent by the Buyer by mail addressed to Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7, or via email to postfila@cpost.cz.
7. Contrary to the above-mentioned, the Seller and the Buyer agree that the Seller is entitled to make a unilateral alteration of the Business Terms and Conditions and/or the Pricelist with immediate effect if such alteration is for the exclusive benefit of the Buyer.
8. The following annexes make a part of these Business Terms and Conditions:
Annex No. 1 Pricelist of Postal Stationery and Philatelic Goods
Annex No. 2 Notice of Withdrawal Form – Annual International Orders