

# Business Terms and Conditions of Sale of Stamps with Additional Prints and Envelopes with Additional Prints

## 1. OPENING PROVISIONS

- 1.1. These Business Terms and Conditions of Sale of Stamps with Additional Prints and Envelopes with Additional Prints (hereinafter referred to as "the Business Terms and Conditions") regulate the relationship between Česká pošta, s.p., with its registered office at Politických vězňů 909/4, 225 99 Praha 1, company registration number 471 14 983 (hereinafter referred to as "the Seller") and individuals or legal entities (hereinafter referred to as "the Buyer") that order in accordance with these Business Terms and Conditions production and delivery of stamps with additional prints or envelopes with additional prints.
- 1.2. The Seller issues these Business Terms and Conditions in accordance with section 1751 of the Act No. 89/2012 Coll., the Civil Code.
- 1.3. Stamps with additional prints can be used for postal purposes under the below-specified conditions.

## 2. DEFINITIONS OF TERMS

- 2.1. "*Artwork*" means a graphic material provided by the Buyer that is to be printed on the coupon(s) as agreed.
- 2.2. "*Coupon*" means a part of the print sheet(s) with stamps that is to be used for additional printing.
- 2.3. "*Additional print*" shall correspond to the Buyer's artwork and shall be produced by the Seller based on the Buyer's artwork.
- 2.4. "*Stamp with additional print*" (hereinafter referred to as "the Stamp") means postage stamp, which consists of two parts (a coupon and the postage stamp itself) divided by perforation. The Buyer is not entitled to use a detached coupon for postal purposes.
- 2.5. "*Detached coupon*" means a coupon that has been separated from a postage stamp.
- 2.6. "*Print sheet or PS*" means a sheet containing the Stamps. Print sheets are the only way in which the Stamps can be delivered to the Buyer. PS containing stamps with coupons intended for additional prints cannot be sold without additional prints.
- 2.7. "*Small order*" means any order by the Buyer of a maximum of 20 print sheets with the Stamps.
- 2.8. "*Large order*" means any order by the Buyer of more than 20 print sheets with the Sstamps.
- 2.9. "*Permanent establishment*" means a Seller's permanent establishment located at: Česká pošta, s.p., odbor PostFila, 170 24 Praha 7, Ortenovo nám. 542/16.

- 2.10. “*Commemorative establishment*” means a temporary establishment set up by the Seller's decision or by decision of a third party subject to the Seller's consent. A request for commemorative establishment setup shall be made by the third party at least 2 months before the scheduled first day of operation of the commemorative establishment.

### 3. ARTWORKS

#### 3.1. General conditions

- 3.1.1. Artworks may consist of a photograph, drawing or another picture or text. The artwork may not contain any QR code or links to websites or social media, either in text or graphic format. The artwork submitted by the Buyer will not be returned back unless the Buyer has expressly specified otherwise in the order form or at the time of acceptance of the Stamps.
- 3.1.2. Following the period of compulsory keeping the Seller agrees to destroy the artworks.
- 3.1.3. Archived artworks will not be used for repeated production of additional prints and the Seller shall not use them for the purposes of third parties without the Buyer's consent in writing.
- 3.1.4. The Stamp will be archived in electronic format for a minimum 5 years' period for the purposes of the Seller's internal records.
- 3.1.5. The quality of produced additional prints depends on the quality of delivered artworks. The Seller is not liable for potential differences in quality against the expected result of production of additional prints based on poor quality artwork.

#### 3.2. Printed artworks

- 3.2.1. The minimum size of artworks provided for additional printing is 23 x 30 mm, the maximum size is 210 x 297 mm for ordering the Stamps height oriented. The minimum size is 30 x 23 mm, the maximum size is 297 x 210 mm for ordering the Stamps width oriented. The Seller will resize the image in the given ratio to fit it into the size of the picture part of the coupon (the part without perforation).
- 3.2.2. If the Buyer wants to use only a section of the image, the section must be clearly identified. The format of the section must comply with the specified parameters according to the subclause 3.2.1.
- 3.2.3. The Buyer must identify all artworks at the back to match the motifs specified in the order form.

### 3.3. Digital artworks

- 3.3.1. Digital artworks mean artworks in one of the standard electronic, raster or vector, formats (GIF, TIF, JPG, BMP, PSD, PDF, AI, EPS).
- 3.3.2. A digital artwork will only be used to produce additional prints on Stamps if the sides are adjusted in the ratio of 23x30 mm for vertically-oriented stamps or 30x23 mm for horizontally-oriented stamps provided that the character of the artwork permits it.
- 3.3.3. Digital artworks with a duly completed and signed order form can be sent or delivered:
- by electronic mail to the Seller's address [pritsky@cpost.cz](mailto:pritsky@cpost.cz);
  - in person or by post on a CD/DVD carrier or flash disk.

### 3.4. Online scanner artworks

- 3.4.1. Online scanner artworks mean artworks created by the Seller's personnel who take a photograph with a digital camera and process it by computer. The Buyer shall provide to the Seller the duly completed and signed order form.

## 4. PLACING AN ORDER AND CREATING A CONTRACTUAL RELATIONSHIP

### 4.1. Small orders

- 4.1.1. The contractual relationship is created at the time when the duly completed order form is accepted by the Seller. With the exception set forth in clause 6.1 below, the Buyer's right to receive performance from the Seller is created upon the payment of the price.
- 4.1.2. The Buyer must give the number of ordered print sheets in the order form. The maximum number of print sheets per order/per lay-out of print sheet/per stamp type is 20.

### 4.2. Large orders

- 4.2.1. An order that complies with all requirements set forth by these Business Terms and Conditions is an offer from the Buyer to enter into a contract of sale (i.e. production and delivery) of the Stamps.
- 4.2.2. The contractual relationship is created when the duly completed order form is accepted by the Seller. With the exception set forth in subclause 6.1 below, the Buyer's right to receive performance from the Seller is created upon the payment of the price. If the contract is made without both parties meeting in person, the contractual relationship will be created upon delivery of a pro-forma invoice issued by the Seller; the invoice will also be used as confirmation of the Buyer's order, effective from the payment of the selling price by the Buyer.
- 4.2.3. The minimum number of print sheets per order/per lay-out of print sheet /per stamp type is 21.

- 4.2.4. The Buyer shall use the prescribed order form to place an order and shall place it together with the relevant documents concerning personality rights and copyrights as per clause 6 of these Business Terms and Conditions.
- 4.2.5. The following documents shall be delivered in writing by the Buyer to the Seller before the start of production of additional prints:  
(i) written consent of the person (unless the person is the Buyer) to use the artwork containing the person's image for the purpose of performance hereunder, and/or (ii) consent (license) of the author of the artwork (copyrighted work) with the use of the artwork for the purposes of the performance delivered under these Business Terms and Conditions, or a declaration that makes it clear that the author of the artwork is either the Buyer or an employee of the Buyer, and/or (iii) consent in writing (licence) with the use of the logo or other images which are the subject-matter of third-party intellectual property rights, or a declaration that makes it clear that the Buyer is the owner of the intellectual property rights to the logo or other images used as the artwork.
- 4.2.6. The Buyer has the right to ask for entry of the below-mentioned details about the order into an Online Database of the Stamps. The online database is published on the Seller's website and holds records of the Stamps ordered after 1 January 2007. The following details are published in the database: name of the Stamps (given by the Seller unless the Buyer has given a name in the order form); number of the order; face value and name of the postage stamp; Buyer's identification details; sales information; print and/or reprint volume; image of a single stamp with coupon for additional print; if more main motifs are used for print, the entire printing sheet image will be displayed; date of issue of the Stamp, as per the order form. If no date has been specified by the Buyer, the date of invoice will be recorded as the date of issue in the online database.

### 4.3. Common provisions applicable to both large and small orders

- 4.3.1. Orders shall be delivered to the Seller at the permanent establishment either in person or sent by electronic mail to the Seller's address [pritiscky@cpost.cz](mailto:pritiscky@cpost.cz) or by post.
- 4.3.2. The Buyer and the Seller agree that they will not dispute the validity and binding nature of their mutual electronic communication only on the ground of the electronic format of such communication.
- 4.3.3. The order form is published on the Seller's website at [www.ceskaposta.cz](http://www.ceskaposta.cz) and is normally available at the post offices, philatelic counters or commemorative establishment of PFIL.
- 4.3.4. Single Stamps cannot be ordered. The Buyer is entitled to order only entire print sheets of the Stamps.
- 4.3.5. Regardless of the number of ordered print sheets, one up to nine picture arts for additional print on the main coupons plus two texts, photographs or small graphic elements to be printed on the supplementary coupons in the right-hand (Stamps height oriented) or bottom (Stamps width oriented) margin of the print sheet(s) can be attached to a single order.

## 5. PLACE AND MANNER OF DELIVERY

- 5.1. The Seller will deliver the stamps to the Buyer at the permanent establishment or at a commemorative establishment for production of additional prints on stamps with coupons or will send them by post as registered mail (for orders worth up to CZK 500) or insured mail (for orders worth more than CZK 500) to the Buyer's address given in the order form. The Buyer shall specify the manner of delivery in the order form. The Stamps can be accepted in person either by the Buyer or by a person empowered by the Buyer with a power of attorney with officially legalised signatures.
- 5.2. Small orders of the Stamps placed in person at the PFIL establishment, within the opening hours, and paid for in cash will be produced while the Buyer waits. Stamps based on other orders will be produced according to the Seller's production capacity, normally within 2 weeks from the date of acceptance of the order and payment of the price.

## 6. RIGHTS AND DUTIES OF THE SELLER

- 6.1. The Seller is entitled at any time to refuse to produce the Stamps ordered by the Buyer should there be any suspicion that the artwork for additional prints could violate legal regulations, especially personality rights in the meaning of the Civil Code, as amended, or rights ensuing from registered/unregistered trademark in the meaning of the Act No. 441/2003 Coll., on trademarks, as amended, or constitute illegal reproduction of a copyrighted work in the meaning of the Act No. 121/2000 Coll., the Copyrights Act, as amended. Artworks of the Stamps must not show a head of state, national or statehood symbols. The Seller will also refuse to accept from the Buyer any artwork that violates valid Czech law, including but not limited to the following laws:
- Act No. 40/2009 Coll., the Criminal Code, as amended  
*(e.g. counterfeiting or altering of stamps; violating of copyrights and related rights; inciting or encouraging of a crime; promoting of drug abuse; defaming of a nation, ethnic group, race and/or belief; inciting of hatred of a group of individuals and/or restricting of their rights and freedoms; spreading of false news; corrupting of morals; slandering; supporting and promoting of movements aimed at suppression of human rights and freedoms);*
  - Act No. 200/1990 Coll., on administrative infractions, as amended;
  - Act No. 40/1995 Coll., on advertising regulation, as amended.
- 6.2. The Seller is entitled to proceed as per subclause 6.1 above also if the Stamps could cause public disturbance or contradict any other public interest or if the technical parameters of the artwork are not acceptable.
- 6.3. The Seller is not obliged to give reasons for any decision made under the preceding subclauses of these Business Terms and Conditions. The Buyer acknowledges that the decision about appropriateness of the artwork and about acceptance or refusal of the order is completely within the power of the Seller.
- 6.4. If the Seller decides to refuse the order, it will inform the Buyer at the latest within 10 working days after delivery of the order form and artwork.
- 6.5. If the Buyer has already paid the selling price, in whole or in part, such payment will be sent back to the Buyer's account or address as soon as possible, however at the latest within 30 days after the Seller decides not to accept the order.

- 6.6. The Seller is entitled to add to the print sheets: (i) its logo in the top margin, and (ii) the number of the order (identical for all print sheets with the same lay-out of print sheet and stamp type) in the bottom margin.

## 7. PRICE AND PAYMENT CONDITIONS

- 7.1. Prices for the Seller's services are listed in the Pricelist attached to these Business Terms and Conditions.
- 7.2. The Buyer shall use any of the following manners to pay the price:
- by money order to the Seller's account (account number 134472054/0300), variable symbol (payment reference number) 6022112, constant symbol (transaction code) 379. The name filled out in the money order must be the Buyer's name;
  - by bank transfer to the Seller's account (account number 134472054/0300), variable symbol (payment reference number) 6022112, constant symbol (transaction code) 308. If the account holder's name is not identical to the Buyer's name, the Buyer shall specify the account holder's name or account number in the order form (for identification purposes);
  - in cash - only at the permanent establishment.

## 8. ACCESSORIES

- 8.1. Accessories include envelopes with additional prints and gift wraps.
- 8.1.1. As a rule, additional prints are placed in the left-hand section of the envelope. The artwork used for additional prints on envelopes is based on the artwork used for additional prints on one of the coupons in the ordered print sheets of stamps; a small standard modification is also acceptable, or the Buyer can choose one of the motifs from the Seller's standard offer. Additional prints on envelopes have the character of an additional graphic element; they do not replace postage stamps. The following basic types of envelopes are available for additional printing:
- Format C6 (luxury version - white structured paper),
  - Format C6 (standard version - white paper),
  - Format DL (standard version - white paper),
  - Format C5 (standard version - white paper, can be used e.g. for an entire print sheet with additional prints).
- 8.1.2. Gift wraps - according to the Seller's current offer.
- 8.2. A duly completed order form delivered in person or by post is the Buyer's offer to enter into a contract of sale of envelopes with additional prints or accessories specified in the order form.
- 8.3. The contractual relationship is considered as created upon the acceptance of a duly completed order form, payment of the selling price and fulfilment of these conditions.
- 8.4. The provisions that regulate payment conditions, time and place of delivery shall apply also to accessories. The other provisions of these Business Terms and Conditions shall apply to accessories with necessary modifications.

## 9. PERSONAL DATA PROTECTION

- 9.1. 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 the Stamps, 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 the Stamps.
- 9.2. 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.
- 9.3. 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.
- 9.4. 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](http://www.ceskaposta.cz)

## 10. THE BUYER’S RIGHTS DUE TO DEFECTIVE PERFORMANCE

- 10.1. 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)
  - 10.1.1. 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.
  - 10.1.2. Stamps with additional prints are considered as defective also if the additional print on the coupon is not made in accordance with the artwork according to the requirements mentioned in the order form, especially in section 4 of the order form.
  - 10.1.3. 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.
  - 10.1.4. Claims due to defective performance can be made at the address Česká pošta, s.p., odbor PostFila, 170 24 Praha 7, Ortenovo nám. 542/16.
  - 10.1.5. 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 usual postal transportation impossible.

- 10.1.6. 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., odbor PostFila, 170 24 Praha 7, Ortenovo nám. 542/16.
- 10.1.7. 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., odbor PostFila, 170 24 Praha 7, Ortenovo nám. 542/16. 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.
- 10.1.8. 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.
- 10.2. In addition to the above-mentioned, the Buyer's rights resulting from defective performance are governed by sections 2099 *et seq.* and sections 2165 *et seq.* of the Civil Code. The provisions hereof prevail over those of the Civil Code.

## 11. CLOSING PROVISIONS

- 11.1. These Business Terms and Conditions take effect on 25 May 2018.
- 11.2. If the Buyer is a consumer in the meaning of section 419 of the Civil Code, he/she acknowledges section 1837 subsection d) of the Civil Code under which it is not possible to apply section 1829 of the Civil Code to performances which consist of delivery of goods modified according to the consumer's wishes..
- 11.3. 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](http://www.coi.cz)).
- 11.4. Annex No. 1 - Pricelist makes a part of these Business Terms and Conditions and Annex No. 2: Notice of Withdrawal Form make a part of these Business Terms and Conditions.