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 925/29, 360 10 Karlovy Vary, 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 925/29, 360 10 Karlovy Vary, 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 selects the payment method in the order, either online payment by credit card via a payment gateway, or bank transfer, or payment by cash on delivery. This choice cannot be changed later. If online payment is selected, the Buyer will be redirected to the payment gateway portal, where he will make the payment. When selecting payment by bank transfer, the payment details will be included in the order confirmation.
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 60 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 800. 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 925/29, 360 10 Karlovy Vary, 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 925/29, 360 10 Karlovy Vary.
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.
   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. Postage stamps are considered as defective especially in case of breaks or scratches in the paper, heavy presence of foreign matter in the paper, printing errors or mechanical damage.
2. 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, however within 14 calendar days from its acceptance at the latest. The Seller is subsequently obliged to assess the claim and evaluate it within 14 days from the acceptance of the defective products, and to inform the Buyer about the outcome of the claim procedure within 7 days at the latest using the Buyer's contact details mentioned in the order form for the products.
3. The Buyer has to send the defective products back to the Seller or to deliver them to the following address: Česká pošta, s.p., Služby filatelistům, Nákladní 925/29, 360 10 Karlovy Vary.
4. In addition to the return of the defective products, the Buyer also has to inform the Seller about the reason for claim and preferred method of compensation. The Buyer has to send the information to the Seller's address mentioned in subclause 1.7.1(3) of these BTCs. The Buyer may use the claim form, attached to these BTCs, to file the claim.
5. If the claim is acknowledged by the Seller, the Seller will be obliged either:

   (a) to replace, as far as it is possible, the defective products with new, perfect products and send them, at its own cost, to the Buyer's address mentioned in the claim form or to another address specified by the Buyer; or
   (b) without unnecessary delay, but not later than within 14 days from the date of delivery of the claim acknowledgement letter to the Buyer, return to the Buyer the price for the defective products including reasonable costs related to the claim. 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.

1.7.2. In addition to the above-mentioned provisions, the Buyer's rights due to defective performance are governed by sections 2099 *et seq.* and sections 2165 *et seq.* of the Civil Code. The provisions of these BTCs prevail over those of the Civil Code.

1.7.3. In accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21st 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 925/29, 360 10 Karlovy Vary, 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
   Annex No. 3 Notice of claim - 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 selects the payment method in the order, either online payment by credit card via a payment gateway or payment by bank transfer. This choice cannot be changed later. If online payment is selected, the Buyer will be redirected to the payment gateway portal where he/she will 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.
   Stamps, other postal stationery and philatelic products for customers – VAT payers originating from EU Member States as well as for customers from countries other than EU Member States (third countries) are delivered exclusive of VAT.
   Starting from 1st July 2021, stamps, other postal stationery and philatelic products for customers – VAT non-payers originating from EU Member States are delivered inclusive of VAT at the current rate valid in the customer’s country of origin.
2. A handling fee of CZK 250 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 800. 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, 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. Postage stamps are considered as defective especially in case of breaks or scratches in the paper, heavy presence of foreign matter in the paper, printing errors or mechanical damage.
2. 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, however within 14 calendar days from its acceptance at the latest. The Seller is subsequently obliged to assess the claim and evaluate it within 14 days from the acceptance of the defective products, and to inform the Buyer about the outcome of the claim procedure within 7 days at the latest using the Buyer's contact details mentioned in the order form for the products.
3. The Buyer has to send the defective products back to the Seller or to deliver them to the following address: Česká pošta, s.p., PostFila, Ortenovo nám. 542/16, CZ-170 24 Praha 7.
4. In addition to the return of the defective products, the Buyer also has to inform the Seller about the reason for claim and preferred method of compensation. The Buyer has to send the information to the Seller's address mentioned in subclause 2.7.1(3) of these BTCs. The Buyer may use the claim form, attached to these BTCs, to file the claim.
5. If the claim is acknowledged by the Seller, the Seller will be obliged either:

   (a) to replace, as far as it is possible, the defective products with new, perfect products and send them, at its own cost, to the Buyer's address mentioned in the claim form or to another address specified by the Buyer; or
   (b) without unnecessary delay, but not later than within 14 days from the date of delivery of the claim acknowledgement letter to the Buyer, return to the Buyer the price for the defective

products including reasonable costs related to the claim. 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.

2.7.2. In addition to the above-mentioned provisions, the Buyer's rights due to defective performance are governed by sections 2099 *et seq.* and sections 2165 *et seq.* of the Civil Code. The provisions of these BTCs prevail over those of the Civil Code.

2.7.3. In accordance with the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21st 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
Annex No. 3 Notice of claim - Annual International Orders