

## **Appendix No. 3**

**of the commercial terms and conditions** for the sale of goods by means of the on-line e-shop located at the internet address [eshop.muzeumprahy.cz](http://eshop.muzeumprahy.cz)

### **RETURNS POLICY**

1. The returns policy governs the manner and conditions for filing claims for defects of goods and making warranty claims for quality by the consumer in accordance with the provisions of the Civil Code and Act No. 634/1995 Coll., the Consumer Protection Act, as amended.
2. For all goods sold by the seller to the buyer, who is a consumer, the seller is liable to the buyer for the goods not being defective upon taking delivery and defects of consumer goods (with the exception of the description of defects according to clause 7.3 of the commercial terms and conditions) not occurring within a period of twenty-four (24) months after the buyer has taken delivery of the goods.
3. In the event that within the warranty period (in the case that a warranty of quality was provided) or during the period according to the previous clause a defect of the goods occurs, due to which the purchased product cannot be fully properly used, and this defect can be eliminated, the buyer has the right to its repair free of charge. For eliminable defects of products that have not yet been used, instead of the elimination of the defect, the buyer has the right to the exchange of the defective product for a defect-free one. For eliminable defects, the buyer furthermore has the right to a commensurate discount to the purchase price. In the event of a defect, which cannot be eliminated and prevents the proper use of the product like a product without a defect, the buyer has the right to the replacement of the product, a commensurate discount to the purchase price, withdraw from the Purchase Contract. The buyer does not have the rights from defective performance if the buyer knew about the defect before taking delivery of the item, or caused the defect himself. The buyer does not have the right to withdraw from the purchase contract or request delivery of a new item if he cannot return the item in the state in which he received it with the exceptions of cases designated by law. If the buyer does not withdraw from the purchase contract or exercise his right to delivery of a new item without defect, replacement of its part or repair of the item, he may request a commensurate discount to the purchase price. The buyer has the right to a commensurate discount even in the event that the seller cannot deliver a new item without defect to him, replace its par or repair the item, as well as in the case that the seller does not rectify the situation within a commensurate period of time or the rectification would cause the buyer significant inconvenience.
4. The buyer is obligated to make the warranty claim with the seller (or persons designated for repair) without unnecessary delay after determining a defect. Delivered warranty claims are processed without unnecessary delay, but no later than within thirty (30) days after the date that the warranty claim was made, unless the seller and buyer agree otherwise.
5. The warranty and claims of liability for defects do not apply to goods for which claims were made after the designated warranty period has expired, and furthermore to wear and tear

of goods caused by their use. The warranty and claims of liability for defects do not apply to defects caused by improper use, a failure to follow the manual directions, improper maintenance or improper storage. For used goods, the seller is not liable for defects commensurate with the current level of use or wear and tear; for items sold at a lower price, the seller is not liable for a defect due to which the lower price was agreed; instead of the right to exchange the item, in cases according to this sentence, the buyer has the right to a commensurate discount.

6. Warranty claims can be made:
  - a) by e-mail at the address: [eshop@muzeumprahy.cz](mailto:eshop@muzeumprahy.cz),
  - b) in writing at the mailing address: Muzeum hlavního města Prahy, Kožná 475/1, 110 01 Prague 1,
  - c) by telephone: +420 221 012 936,
  - d) in person at the address provided in clause 6.1. (b) of the commercial terms and conditions, or
  - e) if the web interface of the e-shop allows, using a warranty claim form sent to the e-mail address of the buyer or available for download on the web interface of the e-shop.
7. When sending defective goods back to the seller, the buyer is obligated to wrap the goods in suitable packaging so that they are not damaged or destroyed. It is necessary to enclose with the goods the original or a copy of the purchase document or invoice, if issued, or another document demonstrating the purchase of the goods from the seller, together with a description of the defect and a proposal of how to resolve the claim.
8. If the defect of the goods, for which the buyer is making a warranty claim with the seller, can be eliminated, the buyer may demand either repair, or supply of that which is missing, or a commensurate price discount. If it is not possible to eliminate the defect and if it is not possible to properly use the item due to the defect, the buyer may either withdraw from the contract, or demand a commensurate price discount.
9. The buyer is entitled to the reimbursement of expenses purposefully incurred in the exercise of rights pertaining to defective performance.
10. The seller is not liable for harm to the health of persons, and potential damages to property and goods that are caused by improper handling or misuse of the goods, or potential negligence.
11. If the buyer makes a warranty claim with the seller for a defect of supplied goods, the seller is not obligated to handle the warranty claim before the buyer hands over the goods subject to the claim to the seller, or demonstrates that he has sent the goods to the seller for a warranty claim, and this including the required documents under article 7 of this returns policy.

12. In relation to the fulfillment of obligations according Section 14 of Act No. 634/1992 Coll., the seller hereby informs the buyer of the option of using the Czech Trade Inspection Authority (Česká obchodní inspekce) ([www.coi.cz](http://www.coi.cz)), which is listed by the European Commission as a notified body for extrajudicial resolution of consumer disputes, for the potential extrajudicial resolution of any consumer dispute.

This returns policy becomes effective on the date of July 1, 2021.