

Terms and conditions

Terms and conditions of Elite European Spa s.r.o.

1. Introductory provisions

These terms and conditions more closely define and specify the rights and obligations of the seller and the buyer within the framework of contractual relations entered into in the internet store www.salonelite.cz. The buyer has the possibility to familiarise themselves with these terms and conditions before submitting their order and they are notified of them well in advance. By submitting their order, the buyer confirms that they have familiarised themselves with these terms and conditions and that they agree with them.

The seller and the operator of the internet store www.salonelite.cz is Elite European Spa s.r.o. with the seat at Prague 3 - Žižkov, Kubelíkova 1224/42, Postcode: 130 00, IČO (Company ID No.): 24266639, information about the registration of the company in the Commercial Register including the file number: C 198951 administered by the Municipal Court in Prague, date of registration: 4th of September 2012.

The place of performance of all the contractual relations is the seat of the seller and in the case of a personal pick-up the pick-up place of the seller listed at www.salonelite.cz determined by the buyer in the order.

All contractual relations are governed by the law of the Czech Republic.

2. Definitions of terms

- **Consumer agreement** – purchase agreement, agreement for work, or other agreements under the Civil Code, if the contractual parties are the consumer on one side and the seller on the other.
- **Consumer** – is a natural person that upon the conclusion and performance of the agreement does not act within their commercial or other business activities or within an individual performance of their occupation.
- **Buyer who is not a consumer** – is a person that upon the conclusion and performance of the agreement acts within their commercial or other business activities or within an individual performance of their occupation.

3. Conclusion of a purchase agreement

An order that was duly filled-out and sent through the internet store www.salonelite.cz or made by phone by the buyer constitutes a binding proposal for a conclusion of a purchase agreement with the seller, while the buyer is bound by their proposal for the conclusion of a purchase agreement for 21 days since the submission of the order.

The seller immediately confirms the reception of the order in the sense of section 1827 par. 1 of the Civil Code via e-mail to the e-mail address stated by the buyer in the order, while this confirmation is not an acceptance of the proposal for the conclusion of a purchase agreement. The purchase

agreement in itself is concluded by an acceptance of the proposal for the conclusion of a purchase agreement by the seller, while the acceptance is considered to be the sending of the goods by the seller to the buyer or an explicit acceptance of the proposal for the conclusion of a purchase agreement by the seller via the e-mail info@salonelite.cz or by phone at +420 775 208 111. The consumer has the right to cancel their order, that is to recall their proposal for the conclusion of the purchase agreement without any sanctions up to the moment of the sending of the goods. The consumer is obligated to notify the seller of this fact via e-mail or by phone.

In case that the buyer wants to cancel the order for the goods that were specially ordered for them in agreement with the seller, a cancellation fee is laid out in the amount of 50% of the purchasing price of the goods.

The purchase agreement is concluded in the Czech language. The purchase agreement is archived after its conclusion only for the period strictly necessary for its processing; during this period, it is possible to make it available upon a written request of the consumer. The order may be changed and corrected until the moment of handover of the goods for sending.

4. Withdrawal from the agreement by the consumer under section 1829 paragraph 1 of the Civil Code

The consumer has the right to withdraw from the agreement without giving a reason within 14 days since the day of the takeover of the goods (in a purchase agreement with several kinds of goods or delivery of several parts as the subject, they have the right since the takeover of the last delivery of the goods; in a purchase agreement with a regular repeated delivery of goods as the subject, they have the right since the takeover of the first delivery of the goods).

For purposes of the exercise of the right to withdraw from the agreement, the consumer must inform the seller – the company – about their withdrawal at the address Elite European Spa s.r.o., Prague 3 – Žižkov, Kubelíkova 1224/42, Postcode: 130 00 or by e-mail to info@salonelite.cz in the form of a unilateral legal action (for example, by letter sent through a postal service, by fax or via e-mail).

The consumer may use the attached sample form to withdraw from the agreement, however, they are not obligated to do so. [Here, the consumer can download](#) and fill out the form for a withdrawal from the agreement. In order for the withdrawal period of this agreement to be met, it suffices to send the withdrawal before the expiry of the corresponding period.

If the consumer withdraws from the purchase agreement, the seller will return to them all the payments that they've received from the consumer including the costs of delivery (apart from additional costs that arose as a consequence of the chosen delivery method that was different from the cheapest method of standard delivery offered by the seller) without an unnecessary delay and within 14 days since the seller receives the notification of the withdrawal from the purchase contract at the latest. The seller will use the same payment method for the reimbursement of the payments that was used by the consumer to carry out the initial transaction, unless the consumer expressly specified otherwise. The seller will return the payment only after they have received the returned goods or after the consumer proves that they have sent the goods back, depending on what occurs sooner.

The goods must be returned by the consumer or handed over at the address Prague 1, Vodičkova 1935/38, Postcode: 110 00 without an unnecessary delay, however, at the latest within 14 days since the day when withdrawal from the agreement took place; the consumer bears direct costs connected with the returning of the goods. The period is considered to have been preserved if the consumer

sends the goods back to the seller before 14 days have elapsed. The consumer is liable only for the diminished value of the goods as a result of handling of these goods in a different manner than which is necessary to become familiarised with the nature and properties of the goods, including their functionality.

The consumer may not withdraw from the agreement under section 1837 of the Civil Code that is:

- a) for the provision of services, if they were preformed with their prior explicit agreement before the lapse of the period for a withdrawal from the agreement and the entrepreneur informed the consumer before the conclusion of the agreement, that in such case, they do not have the right to withdraw from the agreement,
- b) for the supply of goods or services for which the price depends on fluctuations of the financial market that are independent of the will of the entrepreneur and which may happen in the course of the period for the withdrawal from the agreement,
- c) for the supply of alcoholic beverages that can be delivered only after a period of thirty days and whose price depends on fluctuations of the financial market which are independent of the will of the entrepreneur,
- d) for the supply of goods that were modified according to the wish of the consumer or for them,
- e) for the supply of goods that are subject to rapid deterioration, as well as goods that were irrecoverably mixed with other goods after the delivery,
- f) for repair or maintenance performed in the place determined by the consumer upon their request; however, this does not apply in the case of a subsequent execution of other than requested repairs or the supply of other than requested spare parts,
- g) for the supply of goods in a sealed packaging that the consumer took out of the packaging and that may not be returned for hygienic reasons,
- h) for the supply of a sound or audio recording or a computer program, if they broke their original packaging,
- i) for the supply of newspapers, periodicals or magazines,
- j) for accommodation, transport, alimentation or leisure, if the entrepreneur provides these performances within the established period of time,
- k) concluded based on a public auction under the act governing public auctions, or
- l) for the supply of digital content, if it was not supplied on a tangible medium and it was supplied with a prior explicit consent of the consumer before the lapse of the period for the withdrawal from the agreement and the entrepreneur informed the consumer before the conclusion of the contract that in such case they haven't got the right to withdraw from the agreement.

It is not possible to withdraw from the agreement without giving a reason, if the goods have already been partially consumed. It is also not possible to withdraw from an agreement for goods whose character excludes this, particularly for hygienic reasons (e.g. lipsticks, creams, mascaras, shampoos, conditioners, make-up brushes etc.). If the returned goods are incomplete, damaged or visibly worn out, the seller may claim damages.

5. Withdrawal from an agreement by a buyer who is not a consumer

In the case of the buyer who is not a consumer, it is not possible to withdraw from the agreement.

6. Transport

The costs of postage and packaging that the buyer selected in the order are borne by the buyer and follow the current pricelist of the seller that is located on the website www.salonelite.cz.

7. Terms of payment

- Credit cards: a very convenient method of payment. After you create an order, you are redirected to a secure payment bank gateway where you enter the necessary information. If the transaction is authorised, the payment will be carried out immediately and we will send the goods on the following working day at the latest. We support the safe 3-D Secure Protocol. Our employees do not have access to information about your card, everything is in the hands of the bank only.

8. Rights from a defective performance

The right of the buyer from a defective performance is constituted by a defect that the thing has upon the transfer of the risk of damage to the buyer, even if it shows later. The right of the buyer is also constituted by a defect that appears later that was caused by the seller by breaching their obligation.

If the defective performance is a material breach of the agreement, the buyer has the right to:

- a) a removal of the defect by delivery of a new thing without a defect or by delivery of the missing thing,
- b) a removal of the defect by repair of the thing,
- c) an adequate discount from the purchasing price, or
- d) to a withdrawal from the agreement.

The buyer will inform the seller which right they've chosen when notifying them about the defect or without an unnecessary delay after the notification about the defect. The buyer may not change the choice they've made without the seller's consent; this does not apply if the buyer asked for a repair of the defect that proves to be unrecoverable. If the seller does not remove the defects within a reasonable period of time or if they notify the buyer that they will not remove the defects, the buyer may ask for an adequate discount from the purchasing price instead, or they may withdraw from the agreement.

If the buyer does not choose their right in time, they have the same rights as in the case of an immaterial breach of the agreement.

If the defective performance is an immaterial breach of the agreement, the buyer has the right to a removal of the defect or to an adequate discount from the purchasing price.

As long as the buyer does not exercise the right to a discount from the purchasing price or they do not withdraw from the agreement, the seller may supply what is missing or remove the legal defect. The seller may remove other defects according to their choice by repair of the thing or by supplying a new thing, the choice must not cause disproportionate costs to the buyer.

If the seller does not remove the defect of the thing in time or they refuse to remove the defect of the thing, the buyer may request a discount from the purchasing price or they may withdraw from the agreement. The buyer may not change the choice they've made without the consent of the seller.

The buyer may not withdraw from the agreement, nor may they request a delivery of a new thing unless they are able to return the thing in the condition that they have received it.

This does not apply in case that

- a) the conditions have changed as a result of an inspection in order to detect a defect of the thing,
- b) the buyer used the thing even before they discovered the defect,
- c) the buyer did not cause the impossibility to return the thing in a unchanged condition by their action or failure to act, or
- d) the buyer sold the thing already before they discovered the defect, consumed it or modified the thing during regular use; if this happened only partially, the buyer will return what is still possible to return to the seller and will provide reimbursement to the seller up to the amount to which they've benefited from the use of the thing.

If the buyer did not inform about the defect of the thing in time, they lose the right to withdraw from the agreement.

Rights from defects are claimed from the seller at these addresses:

By post: Prague 1, Vodičkova 1935/38, Postcode:110 00

In person: Prague 1, Vodičkova 1935/38, Postcode:110 00

After the defective thing is received, a complaints form is issued, in the case of sending of the thing subject to complaint, an e-mail is sent within 24 hours since the receiving of the defective thing at the latest. In the case of filing a complaint in person, the form is issued on the spot. The claim is processed immediately or within 30 days in more complex cases that require assessment.

9. Rights from a defective performance and quality guarantee in the case of a buyer who is a consumer

The seller is liable to the buyer who is a consumer that the goods have no defects upon the takeover, in particular, the seller is liable to the buyer that at the time when the buyer takes over the thing,

- a) the thing has the properties that the parties have agreed upon, and if an agreement is missing then such properties that the seller or the producer described or that the buyer expected considering the nature of the goods and based on the advertising carried out by the them,
- b) the thing is suited for the purpose that the seller states for its use or for which the thing of this type is typically used,
- c) the thing corresponds with quality or design to an agreed pattern or template, if the quality or the design was determined according to an agreed pattern or template,
- d) the thing is in the corresponding amount, extent or has the corresponding weight and
- e) the thing complies with the requirements of the law.

The buyer is entitled to exercise their right from a defect within 24 months since the takeover of the goods.

If the thing does not have the above-stated properties, the buyer may also request a delivery of a new thing without defects, unless this is disproportionate considering the nature of the defect, but if the defect applies only to a part of the thing, the buyer may request only an exchange of the part, if this is not possible, they may withdraw from the agreement. If this is, however, disproportionate considering the nature of the defect, in particular if the defect can be removed without an unnecessary delay, the buyer has the right for a free removal of the defect.

The buyer has the right to a delivery of a new thing or an exchange of the part even in the case of a removable defect if they cannot use the thing duly because of a repeated occurrence of a defect after repair or because of a greater number of defects. In such case, the buyer also has the right to withdraw from the agreement.

If the buyer does not withdraw from the agreement or they do not exercise the right to a delivery of a new thing without defects, to an exchange of its parts or to a repair of the thing, they may request an adequate discount. The buyer has the right to an adequate discount even in the case that the seller cannot deliver a new thing without defects to them, exchange its part or repair the thing, as well as in the case that the seller does not provide remedy in due time or in the case that it would cause considerable difficulties for the consumer to arrange a remedy.

In the case that it is proven that the delivered thing does not have the properties or the quality that both parties have agreed upon, the seller pays all the costs of the delivery of the thing to the seller, as well as of the delivery back from them to the customer.

Rights from defects are claimed from the seller at these addresses:

By post: Prague 1, Vodičkova 1935/38, Postcode: 110 00

In person: Prague 1, Vodičkova 1935/38, Postcode: 110 00

If requested by the buyer, the seller will confirm in writing the extent and the period of time for which their obligations last in case of a defective performance. Unless the nature of the thing prevents it, the confirmation may be substituted by a proof of purchase of the thing that includes the stated information. If the buyer exercises the right from a defective performance, the seller will confirm for them in writing when they exercised this right, along with the execution of the repair and its duration.

10. Quality guarantee in the case of a buyer who is not a consumer

The seller does not provide a quality guarantee to the buyer who is not a consumer, unless expressly agreed between the contractual parties. In such case, the liability of the seller for defects is governed by the Civil Code.

11. Prices and validity of the offer

All the prices of products and services are listed including VAT that is valid at the time of submission of the order. In case that the VAT changes until the conclusion of the purchase agreement or until the sending of the goods, the buyer is obligated to pay the unpaid balance of the purchasing price taking

in account the method of the payment chosen by the buyer, or the seller immediately sends a message to the buyer via e-mail with a request for information to where it is possible to pay the amount overpaid from the purchasing price to the buyer. The delivery of the goods includes a proper tax document. All prices of goods, promotional prices included, are valid until further notice or while the supplies last.

12. Discounts and discount coupons

The seller provides various kinds of discounts (loyalty, bulk, for recommendations to friends etc.). Every discount has rules for its use.

In case that the discount or the discount coupon will be used contrary to the rules of the given discount or discount coupon, the seller has the right to deny such a redemption of a discount or a discount coupon. In such case, the buyer is informed and they will be offered the possibility to execute the order without this discount or coupon.

Rules and conditions for the use of a specific discount are included either directly with the discount (in the form of information) or a link to a website is included with the discount where the discount rules are described in detail or they are available upon request. In case that lack of clarity appears in interpretation, the interpretation of use by the seller is valid.

Any discount or coupon may be redeemed only once, unless expressly stated otherwise. In case of a multiple use, the seller has the right to refuse to recognise such discount.

In case that the discount is applied by the buyer who is not a consumer and it does not concern purchased gift vouchers, the seller has the right to deny the right to redeem such a discount or discount coupons.

In case that the value of the gift voucher or a discount coupon is higher than the value of the whole purchase, the difference is not transferred to a new voucher or coupon and the leftover sum is not reimbursed.

13. Personal data protection

Any personal data that are communicated to the seller will not be provided to third persons or other entities without consent, except for the cases when it is necessary to execute a purchase agreement based on these T&C's, and they will be handled in accordance with Act no. 101/2000 Sb., on personal data protection. By submitting an order, the buyer gives their consent to the seller Elite European Spa s.r.o. with the seat at Prague 3 – Žižkov, Kubelíkova 1224/42, Postcode: 24266639, in accordance with Act. no. 101/2000 Sb., on personal data protection, with the processing of personal data provided in the extent of a name, address, date of birth, phone and e-mail, for the period of 10 years since the submission of an order. These data serve mainly for the fulfilment of the purchasing agreement, to facilitate orders of the buyer in the future and to check the age of the customer.

The seller, as the personal data processor, is at the same time administrator of the data and the collected personal data will be processed in a secure manner that prevents their misuse. The buyer may ask for their modification or deletion at any time via e-mail. **The buyer may modify their data on the website www.salonelite.cz in the section "Your account".**

By entering the website www.salonelite.cz, the buyer agrees to the storing of the so-called cookies and pixel tags in their computer.

14. Final provisions

The order of the consumer is archived after its delivery to the seller as a proposal for the conclusion of a purchasing agreement for the purpose of its fulfilment and for other record-keeping. The individual technical steps that lead to the conclusion of an agreement are evident to the consumer from the ordering process itself. The buyer has the possibility to find and correct mistakes that originated when entering data before submitting the order. Costs of using means of distance communication (phone, internet etc.) to execute the order itself are borne by the buyer. These terms and conditions allow archivation and reproduction for the consumer.

The entity of out-of-court proceedings in case of a dispute or the entity to process complaints of the buyers is the Czech Trade Inspection Authority with the seat at Štěpánská 567/15, 120 00 Prague 2, IČ (Company ID No.): 000 20 869, website: <http://www.coi.cz>, established by Act no. 64/1986 Sb., on the Czech Trade Inspection Authority, that may be contacted by the buyer through an electronic registry at the website of the Czech Trade Inspection Authority. Further, it is possible to handle the dispute online through the designated [ODR platform](#). Supervision over the protection of personal data is exercised by the Office for personal data protection in accordance with Act no. 101/2000 Sb., on personal data protection, www.uouu.cz.

Deviations from the T&C's are possible only by written consent of both parties. Additional or different terms and conditions of a business partner do not apply to the contractual relations stated within these T&C's.

The text of these T&C's may be modified or supplemented by the contractor. This provision does not affect any rights and obligations that have arisen in course of effectivity of the previous T&C's.

These Terms and conditions of Elite European Spa s.r.o. enter into force and are valid from the 1st of April 2017.

You can download the Terms and conditions [here](#).