# Terms and Conditions (GTC)

## 1. Scope of application

The following general terms and conditions apply in connection with deliveries, services and offers from the Contractor:

### www.schnaps-aromen.eu

ZAN AROMI spol. s r.o. Turisticka 7 621 00 Brno Czech Republic

The clients (= private customers). The contract language is English.

These terms and conditions supplementing or differing from them are only valid if they have been expressly confirmed in writing by the Contractor. The Contractor reserves the right to change these General Terms and Conditions at any time without giving reasons. Orders received before the change are processed according to the still valid GTC.

### 2. General Terms and Conditions of the Client

General terms and conditions of business of the customer shall not become part of the contract, even if the Contractor does not expressly object to these terms.

### 3. Offers

The presentation of the products in the e-shop of the contractor does not represent a legally binding offer. The contractor is not liable for printing errors and other errors. The illustrations serve mainly as an illustration of the articles and do not always represent the article true reality. Such deviations do not reflect changes in the characteristics of the product and therefore also do not affect price reductions or claims for damages on the part of the customer. All prices are in EURO, including the currently valid Czech value-added tax (VAT) and Consumption tax (Excise duty). In respect of the place of business of the e-shop operator / contractor, VAT and Excise duty shall be paid in the place where the e-shop operator / supplier is registered and pays VAT and Excise duty. Any further obligations, in accordance with the relevant legislation in the country of the Customer, shall be exclusively within the scope of the Client's responsibilities.

The shipping costs are not included in the prices. For further information on shipping methods, see point 8 of the GTC.

## 4. Conclusion of contract

The order of the customer is an offer to the contractor to conclude a purchase contract.

The order via the e-shop is confirmed by the contractor to the client by e-mail. If goods ordered by the customer are not available, the customer is informed accordingly.

The purchase contract only comes into force upon dispatch of the goods ordered by the customer, which is sent to the customer by e-mail when placing orders via the e-shop.

Goods purchased by the customer, which are not listed in the shipping confirmation, do not constitute a purchase contract.

## 5. Proprietary reservation

The goods supplied by the Contractor remain the property of the Contractor until full payment of the agreed remuneration, insofar as no transfer of ownership to the Client takes place for legal reasons.

## 6. Warranty

If a delivery sent by the Contractor is defective, the Customer may demand additional delivery or rework. If the delivered goods are also defective or if the rectification fails, the customer can return the goods against a refund of the full purchase price. Note: The customer shall not return a defective product to the Contractor without being requested. The costs for such unsolicited returns can not be borne by the Contractor.

An obvious defect can only be claimed within two weeks from the start of the warranty period. The display of a defect is only effective if it is made in writing.

## 7. Liability

The Contractor 's liability for damage which is not based on injury to life, body or health shall be excluded if the damage is attributable to a negligent breach of a duty on the part of the Contractor and the breach of duty is not one of the essential contractual obligations of the Contractor.

## 8. Payments and shipping methods

The delivery to the German clients (with a German delivery address) is made either after prepayment of the total amount to the instructed bank or Paypal account or cash on delivery.

The delivery to all other foreign (EU) customers (who specify a delivery address outside Germany) will be made after payment of the total amount in the bank or paypal account. Note: For customers outside Germany, it is necessary to specify the shipping costs, depending on which country it was listed. At the moment, it can not be carried out automatically in the e-shop of the contractor. The shipping costs are agreed by e-mail.

### 9. Delivery

Delivery shall be made to the delivery address indicated by the customer during his order within 3-14 business days from receipt of the order or booking of the advance payment. In the case of a delay of more than 14 business days, the Contractor shall be informed by the Contractor. Claims for damages due to delayed delivery can not be claimed. However, the customer may withdraw from the order / contract (by e-mail) in the event of a delay of more than 14 business days. Costs in connection with proven defective delivery addresses caused by the customer shall be borne by the customer.

#### 10. Termination

A termination of the contract by the client is only possible if there is an important reason. The termination is only effective if it is in writing (see the form in our e-shop under right of withdrawal).

### 11. Offsetting

The client is only entitled to set-off if the claim against the Contractor is undisputed, the existence of this claim has been ascertained in a legal dispute, or if such a legal dispute is ready for decision.

## 12. Privacy Policy

The customer's data are processed and stored exclusively in connection with the business connection. They are not passed on to third parties. Further information can be found in the e-shop of the contractor under data protection.

## 13. Other provisions

The contract is subject to the law of the Czech Republic.

Any disputes arising out of or in connection with the contract shall be the responsibility of the court in whose court the contractor is based. Verbal ancillary agreements to the contract do not exist. Amendments and supplements as well as the cancellation of the contract must be in writing in order to be effective. This shall also apply to the abolition of this form clause.

Should individual provisions of the contract including the above general terms and conditions or parts thereof be or become ineffective or should the contract contain gaps, the effectiveness of the remaining provisions shall not be affected thereby. In place of the ineffective provision, the parties shall agree on the effective provision closest to the meaning and purpose of the ineffective provision, in the case of gaps the provision which corresponds to what is reasonable according to the purpose and purpose of the contract including the general terms and conditions of business Had been agreed, this matter would have been considered from the outset.