

# TERMS AND CONDITIONS

of the company: **Glob@l Plus s.r.o.**

Registered office: Taldykorgan, ul. Nazarbayeva, 127, Kazakhstan

Identification number (VAT): 190540001756

for the sale of goods through the online store located at

[www.nanobalsam.eu](http://www.nanobalsam.eu)

According to the Act on the Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, the seller is obliged to register the received sales with the tax administrator online; in case of technical failure, no later than within 48 hours.

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## 1. INTRODUCTORY PROVISIONS

**1.1.** These Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) of the company **Glob@l Plus s.r.o.**, with its registered office at Taldykorgan, ul. Nazarbayeva, 127, Kazakhstan, Identification Number: 190540001756 (hereinafter referred to as the “Seller”), govern the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (hereinafter referred to as the “Purchase Agreement”) concluded between the Seller and another natural or legal person (hereinafter referred to as the “Buyer”) through the Seller’s online store.

The online store is operated by the Seller at the internet address [www.nanobalsam.eu](http://www.nanobalsam.eu), through a web interface (hereinafter referred to as the “Web Interface of the Store”).

**1.2.** These Terms and Conditions further regulate the rights and obligations of the contracting parties when using the Seller’s website located at [www.nanobalsam.eu](http://www.nanobalsam.eu) (hereinafter referred to as the “Website”) and other related legal relationships.

The Terms and Conditions do not apply to cases where a person intending to purchase goods from the Seller acts when ordering goods within the scope of their business activity.

**1.3.** Provisions deviating from the Terms and Conditions may be agreed upon in the Purchase Agreement.

Provisions agreed upon in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.

**1.4.** The Terms and Conditions form an integral part of the Purchase Agreement. The Purchase Agreement and the Terms and Conditions are drawn up in the English language. The Purchase Agreement may be concluded in the English language.

**1.5.** The Seller may amend or supplement the wording of these Terms and Conditions. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

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## **2. USER ACCOUNT**

**2.1.** Based on the Buyer's registration on the Website, the Buyer may access their user interface. From their user interface, the Buyer can place orders for goods (hereinafter referred to as the "User Account").

If the Web Interface of the Store allows it, the Buyer may also order goods without registration directly from the Web Interface of the Store.

**2.2.** When registering on the Website and when ordering goods, the Buyer is obliged to provide true and accurate information.

The Buyer is obliged to update the information provided in the User Account whenever it changes.

The information provided by the Buyer in the User Account and when ordering goods shall be considered correct by the Seller.

**2.3.** Access to the User Account is secured by a username and password.

The Buyer is obliged to maintain confidentiality regarding the information necessary to access their User Account and acknowledges that the Seller shall not be liable for any breach of this obligation by the Buyer.

**2.4.** The Buyer is not entitled to allow third parties to use their User Account.

**2.5.** The Seller may cancel the User Account, in particular if the Buyer has not used their User Account for more than 5 years or if the Buyer breaches their obligations under the Purchase Agreement (including these Terms and Conditions).

**2.6.** The Buyer acknowledges that the User Account may not be available continuously, especially due to necessary maintenance of the Seller's hardware and software equipment, or due to necessary maintenance of third-party hardware and software equipment.

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## **3. CONCLUSION OF THE PURCHASE AGREEMENT**

**3.1.** The Web Interface of the Store contains a list of goods offered by the Seller for sale, including the prices of the individual goods offered.

The prices of the goods are stated including value-added tax (VAT) and all related fees. The offer for the sale of goods and the prices of such goods remain valid for as long as they are displayed in the Web Interface of the Store.

This provision does not limit the Seller's right to conclude a Purchase Agreement under

individually agreed terms.

All offers of goods displayed in the Web Interface of the Store are non-binding, and the Seller is not obliged to conclude a Purchase Agreement regarding such goods.

**3.2.** The Web Interface of the Store also contains information about the costs associated with the packaging and delivery of goods.

The information about packaging and delivery costs stated in the Web Interface of the Store applies only in cases where the goods are delivered within the territory of the Czech Republic.

**3.3.** To order goods, the Buyer shall fill out the order form in the Web Interface of the Store.

The order form contains in particular information about:

**3.3.1.** the goods being ordered (the Buyer “adds” the selected goods to the electronic shopping cart of the Web Interface of the Store),

**3.3.2.** the method of payment of the purchase price, the required method of delivery of the ordered goods, and

**3.3.3.** information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the “Order”).

**3.4.** Before sending the Order to the Seller, the Buyer is allowed to check and modify the data entered in the Order, including the option to detect and correct errors made when entering data into the Order.

The Buyer sends the Order to the Seller by clicking on the “Order” button.

The data provided in the Order shall be considered correct by the Seller.

The Seller shall confirm receipt of the Order to the Buyer without undue delay by email, sent to the Buyer’s email address specified in the User Account or in the Order (hereinafter referred to as the “Buyer’s Email Address”).

**3.5.** Depending on the nature of the Order (quantity of goods, amount of the purchase price, estimated shipping costs), the Seller is always entitled to request additional confirmation of the Order from the Buyer (for example, in writing or by telephone).

**3.6.** The contractual relationship between the Seller and the Buyer arises upon the delivery of the acceptance of the Order (confirmation) sent by the Seller to the Buyer by email, to the Buyer’s Email Address.

**3.7.** The Buyer acknowledges that the Seller is not obliged to conclude the Purchase Agreement, particularly with persons who have previously materially breached their obligations toward the Seller.

**3.8.** The Buyer agrees to the use of remote communication means when concluding the Purchase Agreement.

The Buyer shall bear the costs incurred when using remote communication means in

connection with the conclusion of the Purchase Agreement (internet connection costs, telephone call costs).

#### **4. PRICE OF GOODS AND PAYMENT TERMS**

**4.1.** The Buyer may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Agreement to the Seller in the following ways:

- in cash at the Seller's premises at Kaprova 42/14, Prague 1;
- in cash on delivery at the place designated by the Buyer in the order;
- by cashless bank transfer to the Seller's account No. **BE02 9679 6575 8840**, Swift/BIC: TRWIBEB1XXX maintained by **Wise Europe, Rue du Trône 100** (hereinafter referred to as the "Seller's Account");
- by cashless payment card;
- through a loan provided by a third party.

**4.2.** Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also mean the costs associated with the delivery of goods.

**4.3.** In the case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods.

In the case of a cashless payment, the purchase price is payable within 7 days of concluding the Purchase Agreement.

**4.4.** In the case of a cashless payment, the Buyer is obliged to pay the purchase price together with the variable payment symbol.

In the case of a cashless payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the Seller's account.

**4.5.** The Seller is entitled, especially if the Buyer fails to provide additional confirmation of the order (Article 3.5), to require payment of the full purchase price before dispatching the goods to the Buyer.

**4.6.** Any discounts on the price of goods granted by the Seller to the Buyer cannot be combined.

**4.7.** If customary in business practice or required by generally binding legal regulations, the Seller shall issue a tax document – invoice – to the Buyer regarding payments made under the Purchase Agreement.

The Seller is a VAT payer.

The Seller shall issue the tax document – invoice – to the Buyer after payment of the price of the goods and send it electronically to the Buyer's email address.

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## **5. WITHDRAWAL FROM THE PURCHASE AGREEMENT**

**5.1.** The Buyer acknowledges that, under the provisions of Section 53(8) of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), it is not possible, among other things, to withdraw from a Purchase Agreement for the supply of goods adjusted according to the Buyer's wishes, as well as goods that are subject to rapid deterioration, wear, or obsolescence; from a Purchase Agreement for the supply of audio or video recordings or computer programs if the consumer has broken their original packaging; and from a Purchase Agreement for the supply of newspapers, periodicals, and magazines.

**5.2.** Unless it is a case referred to in Article 5.1 or another case where it is not possible to withdraw from the Purchase Agreement, the Buyer has the right, in accordance with Section 53(7) of the Civil Code, to withdraw from the Purchase Agreement within fourteen (14) days of receiving the goods.

The withdrawal must be delivered to the Seller within fourteen (14) days of receiving the goods.

The Buyer may send the withdrawal, among other methods, to the Seller's business address or the Seller's email address.

**5.3.** In the event of withdrawal from the agreement under Article 5.2 of the Terms and Conditions, the Purchase Agreement shall be canceled from the beginning.

The goods must be returned to the Seller within 7 working days from the date the withdrawal notice is sent to the Seller.

The goods must be returned undamaged, unused, and, if possible, in their original packaging.

**5.4.** Within fifteen (15) days of the return of the goods by the Buyer under Article 5.3 of the Terms and Conditions, the Seller is entitled to inspect the returned goods, in particular to determine whether the returned goods are damaged, worn, or partially consumed.

**5.5.** In the event of withdrawal from the agreement under Article 5.2 of the Terms and Conditions, the Seller shall return the payment received from the Buyer within ten (10) days after the expiration of the inspection period referred to in Article 5.4 of the Terms and Conditions, but no later than thirty (30) days from the delivery of the withdrawal from the Purchase Agreement by the Buyer, by cashless transfer to the account specified by the Buyer.

The Seller is also entitled to return the payment provided by the Buyer at the time the goods are returned.

**5.6.** The Buyer acknowledges that if the goods returned by the Buyer are damaged, worn, or partially consumed, the Seller has the right to claim compensation for the damage caused thereby.

The Seller is entitled to unilaterally offset the claim for compensation against the Buyer's claim for a refund of the purchase price.

**5.7.** Until the goods are received by the Buyer, the Seller is entitled to withdraw from the Purchase Agreement at any time.

In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by cashless transfer to the account specified by the Buyer.

**5.8.** If a gift is provided to the Buyer together with the goods, the gift agreement between the Seller and the Buyer is concluded with a cancellation condition that if the consumer withdraws from the Purchase Agreement, the gift agreement concerning such a gift shall cease to be effective and the Buyer is obliged to return the provided gift to the Seller together with the goods.

## **6. TRANSPORT AND DELIVERY OF GOODS**

**6.1.** The method of delivery of the goods shall be determined by the Seller unless otherwise stipulated in the Purchase Agreement. In the event that the method of transport is agreed upon at the Buyer's request, the Buyer shall bear the risk and any additional costs associated with such a method of transport.

**6.2.** If, under the Purchase Agreement, the Seller is obliged to deliver the goods to a place specified by the Buyer in the order, the Buyer shall be obliged to take delivery of the goods upon delivery.

If the Buyer fails to take delivery of the goods upon delivery, the Seller is entitled to charge a storage fee of **EUR 10 (in words: ten euro)** or to withdraw from the Purchase Agreement.

**6.3.** If, for reasons on the part of the Buyer, it is necessary to deliver the goods repeatedly or in a manner other than that specified in the order, the Buyer shall bear the costs associated with repeated delivery of the goods or the costs associated with a different method of delivery.

**6.4.** When receiving goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and, in case of any defects, immediately notify the carrier. If the Buyer finds any damage to the packaging indicating unauthorized access to the shipment, the Buyer is not obliged to accept the shipment from the carrier.

By signing the delivery note, the Buyer confirms that the packaging of the shipment containing the goods was intact.

**6.5.** Other rights and obligations of the parties regarding the transport of goods may be governed by the Seller's special delivery conditions, if issued by the Seller.

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## **7. LIABILITY FOR DEFECTS, WARRANTY**

**7.1.** The rights and obligations of the contracting parties concerning the Seller's liability for defects, including the Seller's warranty liability, shall be governed by the applicable generally binding legal regulations (in particular the provisions of Section 612 et seq. of the Civil Code).

**7.2.** The Seller is liable to the Buyer for ensuring that the goods sold are in conformity with the Purchase Agreement, in particular that they are free from defects.

Conformity with the Purchase Agreement means that the goods have the quality and utility properties required by the agreement, described by the Seller, manufacturer, or their representative, or expected on the basis of advertising, and that the goods have the quality and utility properties customary for goods of that kind. The goods must also comply with the requirements of legal regulations, be in the appropriate quantity, measure, or weight, and correspond to the purpose stated by the Seller or the purpose for which such goods are usually used.

**7.3.** If the goods are not in conformity with the Purchase Agreement at the time of acceptance by the Buyer (hereinafter referred to as "Non-Conformity with the Purchase Agreement"), the Buyer has the right to have the Seller, free of charge and without undue delay, bring the goods into conformity with the Purchase Agreement, at the Buyer's request either by replacement or repair of the goods; if such a procedure is not possible, the Buyer may request a reasonable discount from the price of the goods or withdraw from the agreement.

This does not apply if the Buyer was aware of the non-conformity before taking delivery of the goods or caused it themselves.

Any non-conformity with the Purchase Agreement that appears within **six months** of the date of delivery of the goods shall be deemed to have existed at the time of delivery, unless this is inconsistent with the nature of the goods or proven otherwise.

**7.4.** Unless the goods are perishable or used, the Seller shall be liable for defects that constitute non-conformity with the Purchase Agreement and that appear after delivery of the goods within the warranty period (warranty).

**7.5.** The Buyer shall exercise their rights arising from the Seller's liability for defects, including warranty claims, at the Seller's place of business located at **Kaprova 42/14, Prague 1**.

The moment of lodging the complaint shall be deemed to be the moment when the Seller receives the claimed goods from the Buyer.

**7.6.** Additional rights and obligations of the parties related to the Seller's liability for defects are governed by the Seller's Complaint Procedure.

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## **8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

**8.1.** The Buyer acquires ownership of the goods upon payment of the full purchase price of the goods.

**8.2.** The Buyer acknowledges that the software and other components forming the Web Interface of the Store (including photographs of the goods offered) are protected by copyright.

The Buyer undertakes not to perform any activity that could allow the Buyer or third parties to interfere with or misuse the software or other components of the Web Interface of the Store.

**8.3.** The Buyer is not entitled to use mechanisms, software, or other procedures when using the Web Interface of the Store that could have a negative effect on its operation. The Web Interface of the Store may only be used to the extent that is not detrimental to the rights of other customers of the Seller and is consistent with its intended purpose.

**8.4.** The Seller is not bound by any codes of conduct within the meaning of Section 53a(1) of the Civil Code.

**8.5.** The Buyer acknowledges that the Seller shall not be liable for errors resulting from third-party interference with the website or from the use of the website contrary to its purpose.

**8.6. Complaints:** The Buyer is obliged to prove the purchase of the goods by presenting a purchase receipt or by another sufficiently credible means.

The Buyer cannot assert rights arising from defects that they caused or of which they were aware at the time of purchase.

The same applies to defects for which the Seller and the consumer agreed on a reduction in price.

A complaint must be made no later than within **24 months**.

A complaint must be made without delay to prevent the defect from worsening and consequently being rejected.

A complaint is considered resolved only when the Buyer is informed of the outcome.

The statutory time limit for handling a complaint is **30 days** (the shipping time is not included).

The Seller is not responsible for transport services, and therefore, the time limit may be extended due to transportation delays.

If goods are lost or damaged during transport, the Seller bears no responsibility but will

immediately initiate a complaint procedure with the carrier to resolve the issue as quickly as possible for the Buyer.

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## **9. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL COMMUNICATIONS**

**9.1.** The protection of the personal data of the Buyer, who is a natural person, is provided in accordance with Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.

**9.2.** The Buyer agrees to the processing of the following personal data: name and surname, address of residence, identification number, tax identification number, email address, and telephone number (hereinafter collectively referred to as the “Personal Data”).

**9.3.** The Buyer agrees to the processing of personal data by the Seller for the purpose of exercising rights and obligations arising from the Purchase Agreement, maintaining the User Account, and for the purpose of sending information and commercial communications to the Buyer.

**9.4.** The Buyer acknowledges that they are obliged to provide correct and truthful personal data (when registering, in their User Account, when placing an order through the Web Interface of the Store) and that they are obliged to notify the Seller without undue delay of any changes to their personal data.

**9.5.** The Seller may authorize a third party to process the Buyer’s personal data as a processor. Except for persons delivering goods, personal data will not be disclosed to third parties without the prior consent of the Buyer.

**9.6.** Personal data will be processed for an indefinite period.

Personal data will be processed electronically in an automated manner or in printed form in a non-automated manner.

**9.7.** The Buyer confirms that the personal data provided are accurate and that they have been informed that the provision of personal data is voluntary.

**9.8.** If the Buyer believes that the Seller or the processor (Article 9.5) is processing their personal data in violation of the protection of the Buyer’s private and personal life or in violation of the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, the Buyer may:

**9.8.1.** request an explanation from the Seller or the processor,

**9.8.2.** request that the Seller or the processor remedy the situation, in particular by blocking, correcting, supplementing, or deleting the personal data.

If the Buyer’s request under the previous sentence is found to be justified, the Seller or

the processor shall immediately remedy the situation.

If the Seller or the processor does not comply with the request, the Buyer has the right to contact the Office for Personal Data Protection directly.

This provision does not affect the Buyer's right to contact the Office for Personal Data Protection directly.

**9.9.** If the Buyer requests information regarding the processing of their personal data, the Seller is obliged to provide such information.

The Seller has the right to demand a reasonable fee not exceeding the costs necessary to provide such information.

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## **10. SENDING OF COMMERCIAL COMMUNICATIONS AND STORAGE OF COOKIES**

**10.1.** The Buyer agrees to the sending of information related to the Seller's goods, services, or business to the Buyer's email address and further agrees to the sending of commercial communications by the Seller to the Buyer's email address.

**10.2.** The Buyer agrees to the storage of so-called cookies on their computer.

If it is possible to make a purchase on the website and fulfill the Seller's obligations under the Purchase Agreement without the storage of cookies on the Buyer's computer, the Buyer may withdraw consent under the previous sentence at any time.

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## **11. DELIVERY OF DOCUMENTS**

**11.1.** Unless otherwise agreed, all correspondence related to the Purchase Agreement must be delivered to the other contracting party in writing, by email, in person, or by registered mail through a postal service provider (at the sender's discretion).

Correspondence to the Buyer shall be delivered to the email address specified in their User Account.

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## **12. FINAL PROVISIONS**

**12.1.** If a relationship related to the use of the website or a legal relationship established by the Purchase Agreement contains an international (foreign) element, the parties agree that the relationship shall be governed by Czech law.

This does not affect the consumer's rights arising from generally binding legal regulations.

**12.2.** The Seller is authorized to sell goods on the basis of a trade license, and the Seller's activities are not subject to any other authorization.

Trade control is carried out by the competent Trade Licensing Office within its jurisdiction.

**12.3.** If any provision of the Terms and Conditions is invalid or ineffective, or becomes such, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision.

The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions.

Amendments and supplements to the Purchase Agreement or the Terms and Conditions require written form.

**12.4.** The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

**12.5.** Seller's contact details:

Address: Global Trend Czechia s.r.o. **Kaprova 42/14, 110 00 Prague 1**

Email: [info@nanobalsam.eu](mailto:info@nanobalsam.eu)

**In Prague on March 19, 2025**