

General Terms and Conditions

of the Business Company **PARTY NÁBYTEK s. r. o.**

Registered office: Cukrovarská 984, Prague 9

Business ID number: 28501284

Entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 146211

for the leasing of furniture and equipment via the online leasing service located at the website www.partynabytek.cz

1.

INTRODUCTORY PROVISIONS

1.1.

These terms and conditions (hereinafter the “**Terms and Conditions**”) of PARTY NÁBYTEK s. r. o., registered office: Cukrovarská 984, Prague 9, business ID number: 28501284, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 146211 (hereinafter the “**Lessor**”), in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “**Civil Code**”), set out the mutual rights and duties of the parties arising in connection with or based on an agreement for the leasing of movable property (hereinafter the “**Lease Agreement**”) concluded between the Lessor and another natural person or legal entity (hereinafter the “**Lessee**”) through the Lessor’s Internet leasing service. The online leasing service is operated by the Lessor at the website www.partynabytek.cz (hereinafter the “**Website**”), through the Website’s interface (hereinafter the “**Leasing Service Web Interface**”).

1.2.

The provisions of the Terms and Conditions are an integral part of the Lease Agreement. The Lease Agreement and the Terms and Conditions have been drawn up in the Czech language.

1.3.

The wording of the Terms and Conditions may be changed or supplemented by the Lessor. This provision is without prejudice to the rights and duties arising during the effective term of the previous version of the Terms and Conditions.

2.

CONCLUSION OF LEASE AGREEMENT

2.1.

All presentations of goods on the Leasing Service Web Interface are for information purposes only and the Lessor is not obliged to conclude the Lease Agreement for such goods. Section 1732(2) of the Civil Code is not applicable.

All information displayed in a description of goods on the Lessor’s Website is of a non-binding nature, which the Lessee acknowledges. The Lessee - user is always obliged to contact the Lessor’s professional advisor regarding the use of this information.

All prohibitions and recommendations displayed in a description of goods on the Lessor’s Website are binding, which the Lessee acknowledges. When handling and using the leased goods, the Lessee - user is obliged to always follow these prohibitions and recommendations and to observe them in full in order to avoid the destruction of the leased goods.

2.2.

The Leasing Service Web Interface contains information about goods, including prices for leasing individual goods. The prices for leasing goods and services include value added tax and all related fees. The prices of the goods will remain valid for as long as they are displayed on the Leasing

Service Web Interface. This provision does not limit the Lessor's ability to conclude the Lease Agreement under individually negotiated conditions.

2.3.

The Leasing Service Web Interface contains information about the fact that any shipping and installation/de-installation of the goods at the destination is not included in the leasing price. Information on the costs associated with the delivery of goods and other services at the Lessee's request will be communicated to the Lessee in the price calculation for the order and will be included in the Lease Agreement.

2.4.

To order the loan of goods, the Lessee fills in the request form on the Leasing Service Web Interface. The request form contains information about:

2.4.1

the requested goods (the Lessee "places" the goods into the electronic shopping cart on the Leasing Service Web Interface);

2.4.2

the method of payment of the leasing price for the goods, details of the required method and place of delivery of the leased goods;

2.4.3

information about other services required in connection with the delivery of the goods that are not included in the leasing price (hereinafter referred to collectively as the "**Request**"), such as installation and de-installation, assembly, carrying upstairs, decoration, etc.

2.5.

Before sending the Request to the Lessor, the Lessee may check and change the information that the Lessee entered into the Request, which also enables the Lessee to detect and correct errors in the information entered in the Request. The Lessee sends the Request to the Lessor by clicking on the "Send Request" button. The information provided in the Request is considered correct by the Lessor. The Lessor confirms receipt of the Request to the Lessee immediately upon its receipt by e-mail to the Lessee's e-mail address specified in the user interface or in the Request (hereinafter the "**Lessee's E-mail Address**").

2.6.

When **registering** on the Website, the user is obliged to provide correct and true data. The user shall update personal data in the user account when there is any change to them. The data provided by the user in the user account are considered correct by the provider. Each user can only have one user account.

2.7.

The Lessor, upon receipt of the Request from the Lessee, prepares a price offer, which is promptly sent to the Lessee at the e-mail address provided in the Request. In the price offer, the Lessee is asked to confirm the price offer in writing or to comment on or supplement it.

2.8.

The Lessee is obliged to confirm the final version of the mutually agreed price offer in the form of a written order and send this confirmation to the Lessor's e-mail address info@partynabytek.cz.

2.9.

Upon receipt of the confirmed order from the Lessee, the Lessor draws up the Lease Agreement, which agrees in all points with the confirmed price offer (order) from the Lessee and prepares it for issue, together with the leased goods, sending a copy of it to the Lessee's E-mail Address.

2.10.

Depending on the nature of the Request (quantity of goods, leasing price, estimated shipping costs and other services), the Lessor is always entitled to ask the Lessee for additional confirmation of the Request (for example, in writing or by telephone).

2.11.

A contractual relationship between the Lessor and the Lessee is established by the delivery of acceptance of the Request, which is sent by the Lessor to the Lessee by e-mail to the Lessee's E-mail Address.

2.12.

The Lessee can cancel the order by e-mailing info@partynabytek.cz no later than 5 days before the ordered goods are handed over to the Lessee - the start of the loan.

2.13.

The Lessee agrees to the use of remote means of communication when concluding the Lease Agreement. Costs incurred by the Lessee when using remote means of communication in connection with the conclusion of the Lease Agreement (costs of internet connection, costs of telephone calls) shall be borne by the Lessee him/her/itself.

2.14.

This Lease Agreement enters into effect upon its conclusion. The Lease Agreement is concluded for a fixed period of time, starting on the date of leasing/delivery of the goods to the Lessee and ending on the date of the prescribed return of the goods to the Lessor.

2.15.

When signing the Lease Agreement and taking delivery of the leased goods, the Lessee is obliged to present a valid ID card. In the case of a business entity, a copy of the trading licence should also be presented.

2.16.

The Lessee acknowledges that there may be cases when the Lease Agreement between PARTY NÁBYTEK s.r.o. and the Lessee is not concluded, especially if the Lessee orders the lease of goods at a price that was published in error due to an error of PARTY NÁBYTEK s.r.o. The Lessee will be informed of this fact immediately.

2.17.

The Lessee - user acknowledges that the provider is not obliged to conclude an agreement on provision of services (refuse registration of the user), especially with persons/entities who have previously materially breached an agreement on provision of services (including the terms and conditions).

3.

LEASING PRICE FOR GOODS AND PAYMENT TERMS

3.1.

The Lessee may pay the leasing price of the goods and any costs associated with delivery and other services under the Lease Agreement to the Lessor in the following ways: - in cash at the Lessor's premises at Cukrovarská 984, Prague 9;

3.1.1

in cash on delivery at the place specified by the Lessee in the order for delivery of the goods;

3.1.2

by wire transfer to the Lessor's account No. 225596247/0300, with Československá obchodní banka, a.s. (hereinafter the **"Seller's Account"**).

3.2.

Together with the leasing price, the Lessee is also obliged to pay the Lessor the costs associated with the shipping and delivery of the goods, installation and de-installation of the goods at the venue and other services in the agreed amount. Unless expressly stated otherwise, the leasing price shall also include the costs associated with the delivery of the goods.

3.3.

The Lessor may require a deposit or security deposit from the Lessee, the amount of which will be communicated to the Lessee in writing upon confirmation of the order by the Lessor. This is without prejudice to Article 3.6 of the Terms and Conditions regarding the duty to pay the price of the goods in advance.

3.4.

In case of payment in cash or cash on delivery, the leasing price is payable upon receipt of the leased goods. In the case of non-cash payment, the leasing price and the agreed advances are payable on the due date indicated on the invoice - tax document.

3.5.

In the case of cashless payment, the Lessee shall indicate the variable symbol of the payment when paying the leasing price. In the case of cashless payment, the Lessee's obligation to pay the leasing price is fulfilled at the moment the relevant amount is credited to the Lessor's Account.

3.6.

The Lessor is entitled, especially in the event that the Lessee fails to confirm the order subsequently (Article 2.6), to demand payment of the entire leasing price before the delivery of the leased goods to the Lessee. Section 2119(1) of the Civil Code is not applicable.

3.7.

Where customary in business relations or where stipulated by generally binding legal regulations, the Lessor will issue a tax document – invoice to the Lessee regarding payments made based on the Lease Agreement. The Lessor is a payer of value added tax. A tax document – invoice will be issued by the Lessor to the Lessee after the payment of the leasing price and will be sent either in electronic form to the Lessee's E-mail Address or attached to the goods upon their dispatch.

3.8.

The Lessee acknowledges that in the event of delay in payment of rent, a penalty or other invoice from the Lessor after the due date of the invoice – tax document, the Lessee is obliged to pay contractual default interest – a contractual penalty in the amount of 0.2% of the amount due for each day following the due date indicated on the invoice. In the event of non-payment of a debt even after 3 payment reminders from the Lessor, the Lessee is also obliged to pay the Lessor the costs associated with the recovery of the debt through legal or judicial proceedings.

4.

WITHDRAWAL FROM LEASE AGREEMENT

4.1.

The Lessee acknowledges that, in accordance with Section 1837 of the Civil Code, it is not possible to withdraw from a Lease Agreement for the delivery of goods that have been modified or manufactured at the Lessee's request or for the Lessee's person.

4.2.

If it is not a case referred to in Article 4.1 of the Terms and Conditions or any other case where the Lease Agreement cannot be withdrawn from, the Lessee has the right to withdraw from the Lease Agreement in accordance with Section 1829(1) of the Civil Code within 5 days prior to the receipt or delivery of the leased goods to the Lessee – the commencement of the lease. Withdrawal from the Lease Agreement must be sent to the Lessor within the period specified in the previous sentence. The Lessee must send the withdrawal from the Lease Agreement in writing to the Lessor's e-mail address info@partynabytek.cz.

4.3.

In the event of withdrawal from the Lease Agreement pursuant to Article 4.2 of the Terms and Conditions, the Lease Agreement will be terminated from the outset.

4.4.

In the event of withdrawal from the agreement pursuant to Art. 4.2 of the Terms and Conditions, the Lessor shall return the funds received from the Lessee no later than fourteen (14) days after the date of withdrawal from the Lease Agreement by the Lessee, by wire transfer to the Lessee's account.

4.5.

Where, pursuant to Section 1829(1) of the Civil Code, the Lessee has the right to withdraw from the Lease Agreement, the Lessor is also entitled to withdraw from the Lease Agreement at any time before the Lessee accepts the leased goods. In such case, the Lessor will return the funds received from the Lessee without undue delay, by wire transfer to the Lessee's Account.

4.6.

In the event of withdrawal from the Lease Agreement within a period shorter than 5 days before the receipt or delivery of the leased goods to the Lessee – the commencement of the loan, the Lessor is entitled to charge the Lessee a cancellation fee of 100% of the total price of the leasing and other services ordered. For such cancellation fee, the Lessor shall issue the Lessee a full tax document – invoice, payable within 14 days of the issuance of the tax document and shall send it in electronic form to the Lessee's E-mail Address. In the case of a deposit already paid to the Lessor, the Lessor is entitled to use this deposit for partial payment of the cancellation fee.

5.

SHIPPING AND DELIVERY OF LEASED GOODS

5.1.

In the event the method of shipping is agreed based on a request of the buyer – for shipping arranged by the Lessor, the Lessor bears the risk and any additional costs associated with such method of shipping.

5.2.

Where the Lessor is obliged, pursuant to the Lease Agreement, to deliver the goods to a place specified by the Lessee in the order, the Lessee shall accept the leased goods upon delivery.

5.3.

Where the goods need to be delivered repeatedly or in a method other than that specified in the order due to reasons on the Lessee's part, the Lessee shall pay the costs associated with the repeated delivery of the goods or the costs associated with such other method of delivery.

5.4.

Upon receipt of the goods from the Lessor or substitute carrier, the Lessee is obliged to check the types and numbers of leased goods and, in the event of any defects, immediately notify the Lessor.

5.5.

Additional rights and duties of the parties relating to the shipping of the goods may be regulated by the Lessor's special delivery conditions.

5.6.

The Lessor reserves the right to refuse to perform the service of installation/assembly of the ordered goods at the customer's premises if the environment (*in which the service is to be performed*) is not hygienic or is polluted, if an irremovable obstacle arises or if the space is not prepared for the installation of the type of furniture. If this situation arises, the Lessor undertakes to return the funds paid for the installation/assembly service to the customer's bank account.

6.

RIGHTS DUE TO DEFECTIVE PERFORMANCE

6.1.

The parties' rights and duties with regard to rights due to defective performance are governed by the relevant generally binding regulations (in particular Sections 1914 to 1925, 2099 to 2117, and 2161 to 2174 of the Civil Code and Act No 634/1992 Coll., on consumer protection, as amended).

6.2.

The Lessor is liable to the Lessee for the goods being free from material defects preventing their use upon receipt. In particular, the Lessor is liable to the buyer for ensuring that, at the time the Lessee accepts the goods:

6.2.1

the goods have the characteristics agreed between the parties and, in the absence of an agreement, have the characteristics described by the Lessor or manufacturer;

6.2.2

the goods are suitable for the purpose of use specified by the Lessor or for which goods of this type are usually used;

6.2.3

the quality or design of the goods corresponds to the agreed sample or template, where the quality or design was determined according to an agreed sample or template;

6.2.4

the goods are in the appropriate quantity, measure or weight.

6.3.

The provisions set out in Article 6 of the Terms and Conditions will not apply to goods leased at a lower price due to a defect for which such lower price was agreed, to wear and tear on the goods caused by their usual use, to a defect corresponding to the degree of use or wear and tear that the goods had at the time of acceptance by the Lessee, or if this results from the nature of the goods. The Lessee will not have a right under defective performance if the Lessee knew that the goods were defective before accepting the goods or if the Lessee caused the defect.

6.4.

The Lessee claims rights under defective performance from the Lessor at the address of an establishment where the acceptance of a complaint is possible with regard to the range of leased goods. The customer is notified of the resolution of a complaint via e-mail.

6.5.

Other rights and duties of the parties related to the Lessor's liability for defects may be regulated by the seller's complaint procedure.

6.6.

Certain circumstances related to complaints are dealt with in Act No. 634/1992 Coll., on consumer protection. The Lessor is not liable for defects caused by the Lessee's failure to comply with the general principles of handling an item or special principles with which the seller has made him/her/it familiar. The consumer will be informed about the settlement of a complaint by telephone or e-mail.

7.

RESPONSIBILITIES AND DUTIES OF LESSEE – USER ARISING FROM LEASE AGREEMENT

7.1.

The Lessee is fully responsible for losses and damages to the leased goods, which will be charged on the final invoice – tax document, after the return of the leased goods and in accordance with the valid price list for damage and losses of the Lessor.

7.2.

The Lessee was advised prior to entering into the Lease Agreement and acknowledges that:

7.2.1

the Lessee must not place leased textiles on a grassy, wet, muddy or dirty surface. Wet and damp textiles must be properly dried by the Lessee before being returned to the Lessor so that they do not become mouldy;

7.2.2

leased textiles will be recognised after they come back from cleaning. If textiles are found to have a stain or other defect, they will be deemed no longer usable and will be returned to the Lessee and charged as destroyed. The Lessor will notify the Lessee of the amount of damage to leased textiles within 14 days of the return of leased items and termination of the Lease Agreement;

7.2.3

if the Lessee fails to return the leased goods to the Lessor by the time limit specified in the Lease Agreement, the Lessee is obliged to pay rent for each day after the date of return of the goods specified in the Lease Agreement, in accordance with the Lessor's leasing price list, until the goods are duly returned to the Lessor;

7.2.4

the leased goods are not insured. After taking over the leased goods, the Lessee is fully responsible for the goods and is liable for their loss and damage. The Lessor strongly recommends the Lessee to duly insure the leased goods and items;

7.2.5

the leased goods will be shipped by the Lessee, in case of own or agreed shipping, in a closed means of transport intended for this purpose;

7.2.6

in the event of damage or loss to the leased goods, a Lease Damage and Loss Report will be drawn up with the Lessee or a responsible person designated by the Lessee;

7.2.7

in the event of loss and damage being settled by the Lessee's insurance company, the client will pay 100% of the damage and loss to the Lessor and any performance from the insurance company will not be transferred to the Lessor, PARTY NÁBYTEK s.r.o.;

7.2.8

all prohibitions and recommendations displayed in a description of goods on the Lessor's Website are binding, which the Lessee acknowledges. When handling and using the leased goods, the Lessee - user is obliged to always follow these prohibitions and recommendations and to observe them in full in order to avoid the destruction of the leased goods.

7.3.

The Lessor is entitled to require the Lessee to pay a deposit for the leased goods before or upon delivery of the leased goods to the Lessee (by prior agreement). This deposit is refundable in full upon full return of complete and undamaged leased goods by the time specified in the Lease Agreement. In the event of the return of incomplete, damaged or low quantities of leased goods or return after the return date agreed in the Lease Agreement, the Lessor is entitled to charge the damage and loss incurred and deduct it from the refundable deposit.

7.4.

Upon conclusion of the Lease Agreement, the Lessee shall have the right to use the leased goods in accordance with the terms and conditions of the agreement for the period agreed in this agreement. The Lessee is not entitled to lease or sell the leased goods or their accessories to third parties or legal entities.

7.5.

The Lessee acknowledges that if he/she/it fails to pay the contractual deposit or security deposit by the date of the lease (the date of delivery of the leased goods to the Lessee) indicated in the Lease Agreement, the Lessor is entitled to withdraw from the Lease Agreement with immediate effect and the Lease Agreement will not be performed – the goods will not be delivered to the Lessee.

8.

OTHER RIGHTS AND DUTIES OF THE PARTIES

8.1.

The Lessee does not acquire ownership of the leased goods by taking possession of them. The Lessor is the owner of the goods for the entire duration of the Lease Agreement until the leased goods are returned to the Lessor.

8.2.

The Lessor is not bound by any codes of conduct in relation to the Lessee within the meaning of Section 1826(1)(e) of the Civil Code.

8.3.

For the out-of-court settlement of consumer disputes arising from the Lease Agreement the competent authority is the Czech Trade Inspection Authority, registered office: Štěpánská 567/15, 120 00 Prague 2, business ID number: 000 20 869, Internet address: <https://adr.coi.cz/cs>.

8.4.

The Lessor does not have to provide the service if the service is prevented by difficulties on the part of the Lessee or other persons/entities. Therefore, the service does not have to be provided by the provider, especially in the event of power outages, data network outages, other failures caused by third parties or force majeure.

8.5.

The Lessor is authorised to lease the goods on the basis of a trading licence. Trade licensing inspections are carried out by the competent trade licensing authority within the scope of its remit. Supervision of the protection of personal data is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No 634/1992 Coll., on consumer protection, as amended.

8.6.

The Lessee hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

8.7.

The Lessee - user acknowledges that the texts, photographs, graphic works and other elements contained on the Website or available as a part of the service may be individually and/or collectively protected by copyright (hereinafter referred to collectively as "Copyright Works"). The databases contained on the Website or available as a part of the service are protected by a special right of the database provider. Unless otherwise agreed in writing with the provider, fair use of Copyright Works may only occur to the extent and in the manner provided by the applicable legal order. In particular, the user is not allowed to use Copyright Works in the form of reproduction (copying) for direct or indirect economic or commercial gain, as well as use in the form of distribution, lending, display or communication of a work to the public (including communication to the public via the Internet).

9.

PERSONAL DATA PROTECTION

9.1.

The protection of the personal data of a Lessee that is a natural person is provided by Act No. 101/2000 Coll., on personal data protection, as amended.

9.2.

The Lessee agrees to the processing of the following personal data: first name and surname, home address, business ID number, tax ID number, e-mail address, telephone number (hereinafter referred to collectively as the “**Personal Data**”).

9.3.

The Lessee agrees to the processing of Personal Data by the Lessor for the purposes of exercising the rights and duties under the Lease Agreement and for the purposes of maintaining the user account. Unless the Lessee chooses another option, the Lessee also agrees to the processing of personal data by the Lessor for the purpose of sending information and commercial communications to the Lessee. Consent to the processing of personal data in its entirety in accordance with this article is not a condition that would in itself prevent the conclusion of the Lease Agreement.

9.4.

The Lessee acknowledges that he/she is obliged to provide his/her personal data (during registration, in their user account, when placing an order from the Leasing Service Web Interface) correctly and truthfully and that he/she is obliged to inform the Lessor without undue delay of any change to his/her personal data.

9.5.

The Lessor may authorise a third party, as a processor, to process the Lessee's personal data. Apart from the persons shipping the goods, personal data will not be passed on by the Lessor to third parties without the Lessee's prior consent.

9.6.

Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in paper form in a non-automated manner.

9.7.

The Lessee confirms that the personal data provided are accurate and that he/she has been informed that this is voluntary provision of personal data.

9.8.

In the event the Lessee believes that the Lessor or processor (Art. 8.5) is processing his/her personal data in conflict with the protection of the Lessee's private and personal life or in conflict with the law, in particular if the personal data is inaccurate with respect to the purpose of its processing, he/she may:

9.8.1

ask the Lessor or processor for an explanation;

9.8.2

require the Lessor or processor to remedy the situation so arising.

9.9.

If the Lessee requests information about the processing of his/her personal data, the Lessor is obliged to provide this information to the Lessee. The Lessor is entitled to demand a reasonable fee for providing the information under the previous sentence, not exceeding the costs necessary to provide the information.

10.

**INFORMATION ON PROCESSING OF PERSONAL DATA FOR PURPOSES OF LEASE
AGREEMENT**

10.1.

Identity and contact details of the Lessor/personal data controller:

10.1.1

The controller of your personal data is the business company PARTY NÁBYTEK, registered office: Cukrovarská 984, Prague 9, business ID number: 28501284, entered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 146211

10.1.2

The controller's contact details are as follows: delivery address Cukrovarská 984, Prague 9, 196 00, Czech Republic. E-mail address: info@partynabytek.cz. Telephone: +420 777 200 900.

10.1.3

The controller has not appointed a data protection officer.

10.2.

Lawful reason for processing personal data

10.2.1

The lawful reason for processing your personal data is that such processing is necessary for the performance of an agreement between you and the controller or for the performance of a measure by the controller prior to the conclusion of such an agreement within the meaning of Article 6(1)(b) of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter the "GDPR").

10.3.

Purpose of processing personal data;

10.3.1

The purpose of processing your personal data is the performance of an agreement between you and the controller or the performance of a measure by the controller prior to the conclusion of such agreement.

10.3.2

There is no automatic individual decision-making by the controller within the meaning of Article 22 of the GDPR.

10.4.

Period of storage of personal data

10.4.1

Your personal data will be processed by the controller for the duration of the effects of the rights and duties under the relevant agreement and for the period necessary for archiving purposes in accordance with the relevant generally binding legal regulations, but no longer than the period specified by generally binding legal regulations.

10.5.

Other recipients of personal data

10.5.1

Other recipients of your personal data will be persons/entities forming a group with the controller, persons/entities providing marketing services for the controller, persons/entities ensuring the operation of marketing platforms and persons/entities handling technical or organisational activities for the controller in accordance with the controller's instructions (personal data processors).

10.5.2

The controller does not intend to transfer your personal data to a third country (a country outside the EU) or to an international organisation, except for the transfer of your personal data to the United States of America to SendGrid, Inc., registered office: 1801 California Street, Suite 500 Denver, Colorado 80202 and to The Rocket Science Group LLC d/b/a MailChimp. The companies are certified organisations under the EU-US Privacy Shield within

the meaning of Commission Implementing Decision (EU) 2016/1250 of 12 July 2016 issued pursuant to Directive 95/46/EC of the European Parliament and of the Council on the adequacy of the protection provided by the EU-US Privacy Shield.

11.

SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

11.1.

The Lessee agrees, within the meaning of Section 7(2) of Act No 480/2004 Coll., on certain information society services and on amendments to certain other acts (Act on Certain Information Society Services), as amended, to the sending of commercial communications by the Lessor to the Lessee's E-mail Address or telephone number. The Lessor fulfils its information obligation towards the Lessee within the meaning of Article 13 of the GDPR related to the processing of the Lessee's personal data for the purpose of sending commercial communications by means of a specific document.

11.2.

The Lessee agrees to the storage of cookies on his/her/its computer. Where a purchase can be made on the Website and the Lessor's obligations pursuant to the Lease Agreement can be fulfilled without storing cookies on the Lessee's computer, the Lessee may withdraw his/her/its consent under the previous sentence at any time.

12.

FINAL PROVISIONS

12.1.

Where the relationship established by the Lease Agreement contains an international (foreign) element, the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights under generally binding legislation.

12.2.

If a provision of the Terms and Conditions is invalid or ineffective or so becomes, a provision whose sense is as close as possible to the invalid provision will be used instead of the invalid provision. The invalidity or ineffectiveness of one provision will not affect the validity of the other provisions. Changes and modifications to the Lease Agreement or the Terms and Conditions require written form.

12.3.

Lease Agreements, including the Terms and Conditions, are digitally archived by the Lessor and are not accessible.

12.4.

Lessor's contact details: delivery address: Cukrovarská 984, Prague 9, 196 00, e-mail address info@partynabytek.cz, telephone: +420 777 200 900.

Prague, 17 January 2023

These Terms and Conditions come into effect on 17 January 2023