

The General Terms and Conditions for online sales on www.footic.com

1. General provisions

- 1.1. These General Terms and Conditions govern the rights and obligations of the Contracting Parties arising from a remote contract between the company

Little Shoes s.r.o.

Company ID: 07715773

VAT ID: CZ07715773

Registered office: Švantlova 2711, Písek, Czech Republic

A company registered with the Commercial Register of the District Court of České Budejovice, Czech Republic, Insert No. C 28317

E-mail: martin@littleshoes.cz, phone: +420 775 221 933

Account number - IBAN: CZ352010000002901745244 for payments in EUR

(hereinafter referred to as the "Seller")

and the Buyer, the subject of which is the purchase and sale of goods on the Seller's Web site titled www.footic.com (hereinafter referred to as the „online store“).

- 1.2. The Terms and Conditions do not apply in cases where a person intending to buy the goods from the Seller is a legal entity or person who is acting within its business activities when ordering goods or in their independent pursuit of their profession.
- 1.3. The General Terms and Conditions are an integral part of the Contract of Sale. The Contract of Sale and the Terms and Conditions are prepared in English. The Contract of Sale can be concluded in English. If the Seller and the Buyer conclude a written Contract of Sale in which they agree on the terms which are different from the General Terms and Conditions, the provisions of the Contract of Sale shall refer to the General Terms and Conditions.
- 1.4. The wording of the Terms and Conditions and their components may be unilaterally changed or supplemented by the Seller in accordance with the law. This provision does not affect the rights and obligations incurred by the Buyer before the date of entry into the effectiveness of the new version of the Terms and Conditions or parts thereof.

2. Price and product information

- 2.1. Selling price of a particular product is clearly displayed in the online store on the page of the product together with the crucial information about the product. All the information about the parameters (e.g. size, weight, colour) are indicative and the Seller is not responsible for correctness of such information. All the prices in the online store shall be displayed in EUR.
- 2.2. All presentations of the goods on the web interface of the online store are informative and the Seller is not obliged to conclude a Contract of Sale for these goods.
- 2.3. The costs of delivery and packing of the goods are announced separately in the online store. These will be added to the price of goods together with the costs of payment during the process of finalisation of the order depending on the chosen delivery and payment method.
- 2.4. If there are more items in one order and some of the items are not available for delivery, the order is completed once all the items are available the contract parties agreed otherwise. The Seller is obliged to charge extra delivery costs to the Buyer at this case.
- 2.5. Special offers and any other discounts shall apply for the period during which the special offer stands, and subject to the conditions specified for each special offer or discount separately. Various special offers and discounts cannot be combined unless stated otherwise.
- 2.6. In case of delivery of goods or services abroad, the Seller is not responsible for the customs duties, fees and taxes incurred due to the transport of goods from the Czech Republic. These costs shall be covered solely by the Buyer.

3. The Order and conclusion of the Contract of Sale

- 3.1. The costs incurred by the Buyer when using remote means of communication associated with the conclusion of the Contract of Sale (costs of Internet connection, costs of telephone call) are paid solely by the Buyer him/herself,

- 3.2. The Buyer shall place the order either
 - 3.2.1. Via registered account on the www.footic.com website
 - 3.2.2. Or directly by filling in all the requested information in the online ordering form
- 3.3. During the order process the Buyer clearly indicates the purchased item(s) and number of pieces if applicable by placing them into the shopping cart on the website, the payment method and the delivery method.
- 3.4. The Buyer is entitled to control and change the information provided until the order is confirmed. The validity of the electronic order is conditioned by the provision of all required data by the Buyer, including their contact, and agreement with these Terms and Conditions.
- 3.5. The Seller is always entitled to ask the Buyer for additional confirmation of the order (for example, in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated costs for transport).
- 3.6. The Order is sent by the Buyer to the Seller by clicking on the "Confirm the order" button. At this moment first the items of the order are reserved for the Buyer. The data specified in the order are deemed correct by the Seller. The Seller will confirm immediately upon receipt of the order to the Buyer through e-mail, specifically to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").
- 3.7. The Contract of sale is concluded at the moment of acceptance of the contract by notification of the receipt of the order by the Seller's electronic system.
- 3.8. In case the Seller is not able to fulfil the order or any part of the order, the immediately informs the Buyer either via e-mail or by phone and presents a modified offer. In such case the Contract of sale is concluded at the moment of acceptance of this modified offer by the Buyer.
- 3.9. Once the Contract of sale is concluded, the Buyer is entitled to cancel the order either via e-mail message or by phone. In case the order has already been processed, the Seller is entitled to charge the Buyer the costs associated with the order processing.
- 3.10. In case there is an evident technical mistake on the Sellers side especially with the prices in the online store, the Seller is not obliged to sell the items for this evidently wrong price. The Seller informs immediately the Buyer about this and informs them about the new price. In such case the Contract of sale is concluded at the moment of acceptance of this modified offer by the Buyer.
- 3.11. The Buyer is hereby informed that the Seller is not obliged to conclude the Contract of sale with anyone, especially with individuals who have previously violated their obligations towards the Seller.
- 3.12. Until the goods are delivered to the Buyer, the Seller is entitled to withdraw from the Contract of Sales. In such case the Seller reimburse the whole purchase price to the Buyer without any delay.

4. User Account

- 4.1. Based on the Buyer's registration on the website, Buyers can access their user interface. From the user interface, the Buyer can perform the ordering of goods (hereinafter referred to as the "User Account").
- 4.2. In case the web interface of the online store allows, the Buyer can also order goods without registration directly from the web interface of the online store.
- 4.3. During registration on the website and ordering the goods, the Buyer is obligated to provide correct and truthful data. The Buyer is obligated to update the data given in the user account upon any change. The data provided by the Buyer in the user account and when ordering the goods are considered to be correct by the Seller.
- 4.4. The data provided by the Buyer during registration are divided into mandatory fields and optional fields. The mandatory fields are necessary data for the conclusion and implementation of the Contract of Sale between the Seller and the Buyer. The optional fields can be voluntarily provided to the Seller by the Buyer and these voluntarily provided data may increase the Seller's comfort during the contract's fulfilment, or used to personalize the Buyer for better targeting of business messages.
- 4.5. Access to the user account is secured by a username and password. The Buyer is required to maintain confidentiality regarding the information necessary to access their user account.
- 4.6. The Buyer is not authorized to allow the use of the user account to third parties.

- 4.7. The Seller may cancel the user account, especially if the Buyer does not use their user account for more than 2 years, or if the Buyer violates their obligations under the Contract of Sale (including the Terms and Conditions) or if the Seller changes the technology so that it is incompatible with the previous system.
- 4.8. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, the maintenance of the hardware and software equipment of third parties.
- 4.9. The Seller is not liable for the functionality of the customer account and reserves the right to change the functionality of the user account without prior notice.

5. Method of payment

- 5.1. The price of the ordered goods and any extra costs related to the order shall be paid as follows:

- 5.1.1. **Bank transfer** to the bank account of the Seller

Fio banka a.s.
V Celnici 1028/10, Prague 1, 110 00, Czech Republic
Account number 2901745244/2010
IBAN: CZ352010000002901745244
BIC: FIOBCZPPXXX

The invoice number and the name of the Buyer shall be entered in the note for the payment. The Order will be processed after the total amount of the purchase price has been credited to the Seller's account within the delivery periods referred to in Art. 5 of these General Terms and Conditions.

- 5.1.2. Payment via **GOPAY payment gateway** (credit card payment, payment by bank transfer). Approved and regulated by the National Bank of the Czech Republic and the Ministry of Finance of the Czech Republic.

- 5.2. Along with the purchase price, the Buyer is also required to pay the Seller the costs associated with the packaging and delivery of the goods at the agreed rate. Unless otherwise specified, it is further understood that the purchase price also includes the costs associated with the delivery of the goods.
- 5.3. In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of a non-cash payment, the purchase price is payable within 3 business days of concluding the Contract of Sale.
- 5.4. In the case of non-cash payment, the Buyer is obliged to pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.
- 5.5. The Seller does not require from the Buyer a deposit or other similar payment. This does not affect the provisions of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.
- 5.6. Under the Act on Registering of Sales, the Seller is required to issue a receipt to the Buyer. At the same time, the Seller is required to register the received revenue with the tax administrator online; in the case of a technical failure, within 48 hours at the latest.
- 5.7. If it is customary in the course of a business transaction or if it is stipulated by generally binding legal regulations, the Seller will issue a tax document - an invoice to the Buyer corresponding to payments executed on the basis of the Contract of Sale. The Seller is a value added tax payer. The tax document - invoice is issued by the Seller to the Buyer after paying the price of the goods and sends it in electronic form to the Buyer's e-mail address.

6. Delivery terms

- 6.1. The transport method is agreed within the order process. The conditions and costs of the transport are clearly specified in the order and in the notification of the receipt of the order by the Seller's electronic system. In case the transport method is agreed upon on the basis of the Buyer's special request, the Buyer bears the risk and any additional costs associated with this method of transport.
- 6.2. If the Seller is obliged to deliver the goods to the place specified by the Buyer in the order, according to the Contract of Sale, the Buyer is obliged to take over the goods upon delivery. If the Buyer does not take over the goods upon delivery, the Seller is entitled to the reimbursement of the cost of the delivery and the costs incurred in a total amount of 8 € (in words: eight Euros) and moreover, the

Seller is entitled to withdraw from the Contract of Sale. If the Buyer does not take over the goods upon delivery, the Seller is also entitled to place him/her on its list of unreliable Buyers ("blacklist"), and everyone listed on the Seller's blacklist is obliged to pay for the ordered goods before their sending. This list of unreliable Buyers is maintained by the Seller, serves only for internal needs and is not published in any way.

- 6.3. In case, due to reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a manner other than that stated in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or costs associated through another delivery method.
- 6.4. Upon receipt of the goods from the carrier, the Buyer is obliged to check the packaging of the goods and, in case of any defects, to notify the carrier without undue delay. In case of a breach of the packaging indicating unauthorized entry into the shipment, the Buyer is not required to take over the delivery of the shipment from the carrier. Subsequent complaint will not be taken under consideration

7. Withdrawal from the Contract of Sale

- 7.1. The Buyer, who is a consumer (who is a resident in the European Union) is entitled to withdraw from the Contract of Sale within 21 calendar days from taking over the goods, without giving any reason. In case that the subject of the Contract of Sale is several types of goods or the delivery of several parts, this period runs from the date of the last delivery of the goods.
- 7.2. To withdraw from the Contract of Sale, the Buyer can use the form downloaded [here](#). The withdrawal from the Contract of Sale may be sent by the Buyer to the address of the Seller's premises or to the Seller's e-mail address hello@footic.com.
- 7.3. In case of withdrawal from the Contract of Sale, the Contract of Sale is cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days of the date of sending the contract withdrawal to the Seller. If the Buyer withdraws from the Contract of Sale, the Buyer bears the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by their normal postal route.
- 7.4. In case of withdrawal from the Contract, the Seller will reimburse the funds received from the Buyer within fourteen (14) days of withdrawal from the Contract of Sale. The funds will be returned to a bank account of the Buyer, indicated in the withdrawal form by the Buyer, or in another way, if the Buyer agrees to it and without incurring additional costs toward the Buyer. If the Buyer withdraws from the Contract of Sale, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods or demonstrates that the goods have been sent to the Seller.
- 7.5. The Buyer is obliged to return the ordered items undamaged, not used or worn, clean and in original packing, which cannot be damaged and/or used as the packing for return delivery of the goods. The Seller is entitled to offset the complaint about damages incurred on the goods against the demand of the Buyer for the return of the purchase price.
- 7.6. In cases where the Buyer has the right to withdraw from the Contract of Sale, the Seller is also entitled to withdraw from the Contract of Sale at any time until the Buyer takes over the goods.
- 7.7. If a gift is provided to the Buyer along with the goods, the gift agreement between the Seller and the Buyer is concluded with the condition that if the Buyer withdraws from the Contract of Sale, the gift agreement ceases to be effective and the Buyer is obliged to return the goods along with the provided gift to the Seller. If it is not possible to return the gift, the Seller is entitled to monetary compensation in the amount of the usual price of the gift.
- 7.8. Remittance of any discount coupons to the Buyer is a unilateral legal act of the Seller. If the Buyer withdraws from the Contract in respect of goods for which the discount coupon has been used in whole or in part, the Buyer is not entitled to ask for compensation for the coupon in cash nor in any other way. The Buyer is always entitled only to reimbursement of the paid purchase price and delivery costs.
- 7.9. The Seller is entitled to withdraw from the Contract in case the goods, at the time of the order, are out of stock, are no longer produced or delivered or the price has changed significantly with the Supplier of the goods and for these reasons the Seller is not able to deliver the goods to the Buyer or to deliver it at a price indicated in the online store. The Seller shall return the already paid purchase price within 14 days after the expiration of the Contract of Sale by transferring it to the Buyer's bank account unless the Contracting Parties agree to refund the purchase price otherwise.
- 7.10. The withdrawal conditions set out in this Article of the Terms and Conditions shall not apply to a non-consumer Buyer or a Buyer with residential address in outside of the European Union.

8. Rights from Defective Performance

- 8.1. The rights and obligations of the Contracting Parties regarding the rights arising from defective performance, also known as warranty claim, are governed by the relevant generally binding legal regulations.
- 8.2. The Seller is responsible to the Buyer for non-defective goods. The Seller is mainly responsible to the Buyer for the following at the period the Buyer takes over the goods:
 - 8.2.1. the goods have the characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the Seller or the manufacturer described or which the Buyer expects with regard to the nature of the goods and their promotion;
 - 8.2.2. the goods are suitable for the purpose the Seller indicates or which the item of its kind is normally used;
 - 8.2.3. the goods correspond to the quality or performance of the contractual sample or original if the quality or design was determined according to the agreed sample or original;
 - 8.2.4. the goods are at the appropriate quantity, measure or weight;
 - 8.2.5. the goods comply with the requirements of legislation.
- 8.3. The Seller is not responsible for the non-defective goods to the Buyer for the following:
 - 8.3.1. the goods sold at a lower price for a defect for which a lower price has been agreed;
 - 8.3.2. defects caused by wear and tear by its normal use in conditions in which the goods are typically used (different temperature, dustiness, humidity, chemical and mechanical influences in the environment);
 - 8.3.3. the defect was present upon receipt of the order by the Buyer and even though the item was used (typically wrong sewing, different sizes of left and right shoe, unevenness of the sole etc.);
 - 8.3.4. the shoes were incorrectly chosen for a certain user (the shoes are too tight, slip off, don't fit well etc.);
 - 8.3.5. the defect was intensified by further use of the goods after the defect primarily had occurred
 - 8.3.6. in case of incorrect handling or inappropriate use of goods (mechanical damage, in particular, torn, cut, thermally damaged goods, goods damaged by careless disproportionate physical treatment, intentional scratching of layers of goods, etc.), incorrect storing and care (absence of regular polish treatment and impregnation, washing the shoes in a washing machine, drying the shoes in the dryer or any other source of thermal radiation or sun drying, use of inappropriate cleaners, detergents and/or polish)
 - 8.3.7. the defect was caused by force majeure beyond the Seller's control.
- 8.4. The Buyer is obliged to prove the rights from the defective performance by presenting the receipt or invoice or any other reliable document.
- 8.5. If there is a defect within six months from the receipt of the goods, the goods are considered to have been defective already at takeover. The Buyer is entitled to claim the right to a defect that occurs with consumer goods within twenty-four months of the takeover.
- 8.6. Rights from defective performance are claimed by the Buyer to the Seller at its premises, where the receiving of the complaint is possible with regard to the range of the sold goods, eventually even at the registered office or place of business.
- 8.7. The Buyer is obliged to complain about defects of the goods to the Seller, without unreasonable delay; otherwise, this right of the Buyer expires. The day of claim submission is considered to be the day of delivery of the written claim to the Seller, whereupon the Buyer is obliged to hand over the claimed goods to the Seller. Postage shall be paid by the Buyer when sending the returned goods.
- 8.8. With respect to a removable defect, the claim shall be settled in such a way that the Seller will provide the removal of the defect. The Seller may replace a defective item with an indefectible item instead of removing the defect.

- 8.9. As for a defect that cannot be removed and which disable the goods from being correctly used, the Buyer has the right to exchange the item or to withdraw from the Contract (unless the Buyer is a resident of non-EU country) or is entitled to a reasonable discount on the price of the goods.
- 8.10. The Seller reserves the right to replace defective goods for other similar goods with comparable parameters. In case of replacement, the warranty period runs from the date of the receipt of the new goods.
- 8.11. The Seller shall issue a receipt of the received claim in an appropriate form chosen by the Seller, e.g. as an e-mail message or in a written form, including the date of the claim, the subject of the claim, the way the Buyer requests to process the claim and the expected date of the settlement of the claim.
- 8.12. The Seller is obliged to resolve the complaint and terminate complaints procedure by handing over the repaired goods, replacement of goods, refunding the purchase price of the goods, sending a written notice with request for receipt of performance, providing a reasonable discount on the price of the goods or an explained rejection of the claim.
- 8.13. The Seller is obliged to resolve the claim and issue a written document about the settlement to the Buyer who is a consumer (even by e-mail) within 30 days of the date of the claim.
- 8.14. The warranty period shall be extended for the period during which the Buyer is not able to use the goods due to the warranty repair of the goods.

9. Other Rights and Obligations of the Contracting Parties

- 9.1. The Seller is not bound by any codes of conduct in relation to the Buyer.
- 9.2. Out-of-court settlements of consumer disputes arising from the Contract of Sale corresponds to Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, <https://www.coi.cz/en/information-about-adr/>
- 9.3. European Consumer Centre Czech Republic, <https://evropskyspotrebitel.cz/contacts/>, is the contact point for the free of charge assistance to consumers at extrajudicial solving of disputes with professionals in the EU Member States, Norway and Iceland.
- 9.4. The Czech Trade Inspection exercises, among other things, the supervision of the observance of Act No. 634/1992 Coll., on Consumer Protection, as amended.
- 9.5. The Seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out within the scope of its competence by the relevant trade licensing office.
- 9.6. The Office for Personal Data Protection supervises the area of personal data protection.
- 9.7. All rights to the content of the online store www.footic.com, including the design, graphic, logo, pictures, photos and videos, texts and articles are reserved to the Seller. It is strictly forbidden to change, copy and use this web pages and the content without written permission of the Seller.
- 9.8. The Seller is not responsible for any mistakes that occur due to third party encroachment to the online store or due to misuse of the online store contrary to its purpose. While using the online store, the Buyer is not entitled to use any tools or entries which could negatively affect its running and cannot act in a way that could allow them or any other third party interfere or unauthorizedly use the source code or any other integral parts of the online store contrary to its purpose.
- 9.9. The Buyer hereby assumes the risk of changing circumstances.

10. Final provisions

- 10.1. The Buyer declares that he/she has familiarized himself/herself with these General Terms and Conditions and agrees with them before filling in the order.
- 10.2. If a relationship based on a Contract of Sale contains an international (foreign) element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the rights of the consumer under generally binding legal regulations.
- 10.3. If any provision of the Terms and Conditions is invalid or ineffective, or if this occurs, instead of invalid clauses, a provision will be introduced so that the purpose of the invalid clause is as close as possible to the original. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.

- 10.4. Relationships and possible disputes arising on the basis of the Contract will be settled exclusively according to the law of the European Union.
- 10.5. Possible disputes between the Seller and the Buyer can also be solved through by an out-of-court settlement. In this case, the Buyer - Consumer may contact a non-judicial dispute resolution authority, such as the Czech Trade Inspection
- 10.6. The Contract is concluded in English. If a translation of the text of the Contract is created for the Buyer's need, the interpretation of the contract in English will apply in the case of a dispute over the interpretation of the terms.
- 10.7. The Seller reserves the right to change these General Terms and Conditions. The obligation to notify the change in writing in these General Terms and Conditions shall be fulfilled by placing it on www.footic.com.
- 10.8. These General Terms and Conditions, including their parts, are valid and effective from 01.09.2020 and cancel the previous Terms and Conditions, including its parts, available at the registered office and premises of the Seller or electronically at www.footic.com.

In Prague on September 1st 2020