

FLYART SHOP TERMS & CONDITIONS

CONTRACTUAL TERMS AND CONDITIONS FOR THE PICTURE SALE SERVICE

1. Introductory Provisions

1.1 **FlyArt PUBLISHING**, (hereinafter referred to as " **FlyArt**"), provides under the terms and conditions hereunder to Users of products, services, Internet pages and its content under the domain name FlyArt.Pub and Aviation-Art.Photography (hereinafter referred to as "**Services**", individually also as a "**Service**").

1.2 Part of the offered Services of FlyArt shall be the sale of picture material – photographs in tangible form, individually adjusted according to the User's wishes (hereinafter referred to as the "**Pictures**", individually also as the "**Picture**") for personal use (hereinafter referred to as the "**Sale**"). The photograph catalogue, including the possibility of their individual adjustment in tangible form shall be presented on the Web Pages applying to the Pictures (hereinafter referred to as the "**Catalogue**").

1.3 The relationship between FlyArt and the User of the Sale shall be governed by the General Contractual Terms and Conditions of FlyArt available at the address www.FlyArt.Pub and these Special Terms and Conditions of the Sale Service (hereinafter referred to as the "**Special Sale Terms and Conditions**"). Unless these Special Sale Terms and Conditions state otherwise, the General Contractual Terms and Conditions shall be applied to the rights and obligations of FlyArt and the User.

1.4 Each User shall be obliged, before commencing with the use of the Sale to become acquainted with the General Contractual Terms and Conditions and these Special Sale Terms and Conditions. By using the Sale the User agrees with the General Contractual Terms and Conditions and these Special Sale Terms and Conditions and shall follow them. Should the User not accept these Special Sale Terms and Conditions or General Contractual Terms and Conditions he shall refrain from using the Sale.

1.5 Unless stated otherwise the terms used in these Special Sale Terms and Conditions shall have the meaning defined in the General Contractual Terms and Conditions. To exclude any doubts in the case of Sale the user shall be considered the purchase of the Pictures.

2 Rules for the Provision of the Picture Sale Service

2.1 **Picture Catalogue**. The User of the Sale of Pictures is aware that FlyArt shall be authorized to change the Catalogue (e.g. removal or addition of Pictures and the methods of their adjustment) and shall not make a guarantee to the User for placing and making the pictures available in the Catalogue.

2.2 **Order**. The User shall order the Picture by filling in and sending the order form. The sent order of the Picture shall be a proposal for concluding a purchase contract. The purchase contract shall be concluded the moment that FlyArt confirms the User's order. FlyArt shall confirm the User's order by the User's e-mail address as stated in the order or in a way agreed by the parties.

2.3 **Cancelling the Order**. The User shall cancel the order without stating a reason up to the moment of delivery of FlyArt's confirmation of the User's order.

2.4 **Prices of the Pictures and Method of Payment**. The price of the Picture shall be stated on the Web Page applying to the individual Picture. The amount of the price of the Picture shall be valid the moment of making the order by filling in and sending the order form. The price of the Picture shall include the costs of delivery of the Picture to the User within the Czech Republic or to another country which will be stated by FlyArt in the order form to the Picture on the Web Pages. The User can pay the price of the Picture stated in the order form or by a different method which shall be agreed by the parties.

2.5 **Delivery of Pictures**. FlyArt shall deliver the ordered Pictures to the User within the Czech Republic or other country stated by FlyArt in the order form to the Picture on the Web pages through Third Parties (by transport contractor). The costs of delivering the Picture to the user within the Czech Republic or other country stated by FlyArt in the order form shall be included in the price of the Picture. Ensuring delivery of the Picture on the territory of a different country than the Czech Republic (or other country stated by FlyArt in the order form) and the costs of this delivery shall be agreed by the parties.

2.6 **Delivery Period**. The delivery period of the ordered Pictures shall be 10 working days as of FlyArt's confirmation of the order unless FlyArt states a different period in the confirmation of the order. The Picture shall be considered delivered once it reaches the User's delivery address as stated in the order.

2.7 **Acceptance of the Picture**. The Picture shall be considered accepted once the transport contractor's delivery note is signed. By signing the transport contractor's delivery note the User shall confirm that the accepted Picture has been delivered undamaged.

2.8 **Guarantee Period and Reclamation**. The guarantee period shall commence with the acceptance of the Picture. The guarantee period shall be 2 years. The guarantee shall not apply to normal wear and tear of the Picture caused by its use. In case of a flaw on the Picture found in the guarantee period which was not caused by normal wear and tear or the inappropriate use of the User, the User shall be entitled to reclaim the Picture. When reclaiming the Picture the User shall contract FlyArt at its registered office's address or at its e-mail address: Store@FlyArt.Pub or filling in and sending the reclamation form available on the Web Pages. Once he contacts FlyArt the User shall be informed of the further procedure, especially the address where the User shall send the flawed Picture. FlyArt shall settle the reclamation within 30 days in accordance with the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as amended, (hereinafter referred to as the "**Civil Code**"). FlyArt shall inform the User by telephone or e-mail of the procedure and method of settling the reclamation.

3. Withdrawal from the Purchase Contract

3.1 In view of the fact that a Picture is altered according to the wishes of the User, the User shall not be authorized, in accordance with the provisions of Section 53 of the Civil Code, to withdraw from the contract and return the ordered Picture to FlyArt.

4. Effect.

This version of the Special Terms and Conditions of Sale comes into effect on 1 January 2016.