

Terms of Sale

Caresse bra, s.r.o.
Rezlerova 278, Praha 10, 109 00, Czech Republic
identification number: 24240052
for on-line sale of goods using e-shop www.topnaprani.cz

Thank you very much for choosing your own „my dream top“! We start creating it once we receive confirmation of payment. The custom made tops are usually made within 14 days.

Shipping and Handling

Standard shipping in the Czech republic by DPD, Zásilkovna or DODO is for free. You are entitled to choose your preferred mail service when we write an email that your top is waiting for you. You are warmly welcome to collect the top in our shop Caresse in Korunni 32, Prague. Personal collecting is also for free.

In states of Europe we charge the 200 CZK fee (approx 8 EUR or 6,5 GBP according to Exchange rate). We sent via Czech post.

States outside Europe we charged 300 CZK fee

NOTE: Caresse will not be responsible for delivery delays due to unforeseen circumstances outside our reasonable control such as delays due to severe weather, natural disasters or strikes.

Standard Shipping and Handling

Standard orders are processed once credit card authorization and verification have been obtained.

Orders shipped via standard delivery typically arrive in four (4) to seven (7) business days. Actual delivery times are subject to change. The delivery times displayed in the shopping bag at the time

of your order will reflect when you should expect to receive an order placed on that day and will appear in your order confirmation email.

Bank Holidays

Please note that our carrier cannot deliver on a bank holiday. Any orders placed on a bank holiday will be processed the following business day.

Multiple Shipments

Where a single order results in multiple shipments, the shipping and handling charge only applies to the first package shipped. There are no additional shipping and handling charges for subsequent shipments for the same order. Each shipment is treated as separate a sale/transaction.

Shipping Carriers

Shipments are via Czech post office.

Terms of Sale and Use

This page (together with the documents referred to on it) tells you: the terms on which we sell and supply any products ("Products") listed on our website www.topnaprani.cz and www.mydreamtop.eu (the "Website"); and the terms of use on which you may make use of the Website.

Please read these terms of sale and use ("Terms") carefully before you purchase a Product or start to use our Website. By purchasing a Product and/or using our Website, you indicate that you accept the Terms and that you agree to abide by them. If you do not agree to the Terms, please refrain from purchasing any Products or using our Website.

Information About Us

The Website is a site operated by Caresse bra, s.r.o. (the "Company") which is registered in the Czech Republic under company number 24240052 (and VAT number CZ24240052). Our main trading address is Caresse, Korunni 32, Praha 2, 120 00. The registered office is at Rezlerova 278, Prague10, 109 00, Czech republic. For any questions, please contact us on chci@topnaprani.cz or +420 607 731 770.

References to "we", "us", "our" and "Caresse" in these Terms are references to the Company.

Terms of Sale

Any sale of Product(s) via the Website will be on the basis of these Terms of Sale. We suggest you keep a copy of these and retain them for your records.

SERVICE AVAILABILITY

The Website is only intended for everyone with passion to fashion and a playful mind

YOUR STATUS

By placing an order on the Website, you confirm that you are legally capable of spending money online.

FORMATION OF CONTRACT

After placing an order on the Website (after selecting the Products you wish to purchase, confirming this and providing and confirming your payment details), you will receive an email from us acknowledging that we have received your order ("Order confirmation"). This also means your order has been accepted. At this stage, payment will also be taken. No products will be created and shipped until payment has been made in full and your details have been verified by any third party payment u. Once the confirmation of payment is accepted we will send a payment confirmation. At this point we start creating the top with all the love and passion we have for your My dream top. We ship the tops as soon asi they are made, usually within 14 days. We create all the tops according to your order. We will keep you informed by sending you an email that confirms that the Product has been shipped to you (the "Shipping Confirmation"). We will not be obliged to supply any other Products which may have been part of your order until the shipping of such products has been confirmed in a separate Shipping Confirmation. Please, contact us on chci@topnaprani.cz, we will do our best to please you.

If there are any errors, are deeply sorry about them. Please contact us and we will solve the problem.

We store the contract's content and will send you the details of your order as well as our general terms via e-mail. You can find the terms here at all times. The details about your recent orders can be found in your Order History.

RETURNS POLICY, YOUR RIGHT TO CANCEL AND REFUNDS POLICY

Returns Policy

Since the items are custom made, there is no right of return. This does not apply to situations such as defective items, damage during transport or any trouble you might find. Please, in any doubt, to not hesitate to contact us at chci@topnaprani.cz.

This does not affect your statutory rights.

Products returned as a result of a defect will be refunded in full, including delivery charges for sending them to you and the cost incurred by you in returning them to us. Please ensure

you return these to us as soon as possible, indicating what the defect is in the specified manner on the invoice.

All refunds, including Product(s) received as a gift, will be made to the original form of payment.

AVAILABILITY AND DELIVERY

For orders being dispatched to you, we aim to deliver your order by the delivery date set out in the Shipping Confirmation or, if no delivery date is specified, within a reasonable time of the date of the Shipping Confirmation. If the Product(s) usually sent within 14 days of the Order Confirmation.

Alternatively you may select you want to pick up an item in a Caresse bra located in Prague, Korunni 32. This personal collecting is for freee.

PRICE AND PAYMENT

The price of any Products will be as quoted on our Website in Czech crowns from time to time, except in cases of obvious error. All prices are displayed in Euros and GBP according to Exchange rate. Orders will be charged in Czech Grounds. Final pricing is determined by the current conversion rate at the time of your order and may vary slightly from the price displayed. Your credit card company may also apply a conversion fee to your transaction. Prices are liable to change at any time, but changes will not affect orders in respect of which we have already sent a Shipping Confirmation.

Despite our best efforts, occasionally there may be information on our Website that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information, refuse to accept orders or cancel Contracts if any information on the Website is inaccurate at any time without prior notice. Where a Product's correct price is less than our stated price, we will charge the lower amount when sending the Product to you. If a Product's correct price is higher than the price stated on the Website, we will normally, at our discretion, either contact you for instructions before shipping the Product or reject your order and notify you of such rejection. We are under no obligation to provide the Product to you at an incorrect (lower) price, even after we have sent you a Shipping Confirmation, if the pricing error is obvious and unmistakable and could have reasonably been recognized by you as a mis-pricing.

Payment will be accepted only with Visa, Mastercard and American Express cards. In order to process your order, we will need to share your payment details with third party service providers. This will be done in accordance with our Privacy Policy. By providing us with this information, you specifically authorise us to do this.

OUR LIABILITY

Products purchased from this Website are of satisfactory quality and reasonably fit for all the purposes for which products of the kind are commonly supplied. Subject to any specific warranties offered in relation to specific Products or those implied by law, we do not offer any guarantees or warranties in relation to the Product(s).

We are only liable for losses you suffer as a result of us breaching these Terms, which is strictly limited to the purchase price of the Product you purchased and any losses which are a foreseeable consequence of us breaching these Terms. Losses are foreseeable where they could be contemplated by you and us at the time your Order is accepted by us. In any event, we are not responsible for any indirect losses of any nature and howsoever arising (whether loss of income, revenue or otherwise). This does not include or limit in any way our liability for any matter for which it would be unenforceable for us to exclude or attempt to exclude our liability, including but not limited to personal injury or death as a result of negligence and/or fraud.

EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (Force Majeure Event).

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

WAIVER AND RIGHTS OF THIRD PARTIES

If we do not insist upon strict performance of any of your obligations under the Contract or these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

No person other than a party to this Contract shall have any rights to enforce any term of this Contract.

SEVERABILITY

If any of these Terms or any provisions of the Contract are determined to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

ENTIRE AGREEMENT

These Terms and any document expressly referred to in them constitute the whole agreement between us and supersede any previous arrangement, understanding or agreement between us, relating to the subject matter of any Contract.

We each acknowledge that, in entering into a Contract, neither of us relies on nor has any remedies in relation to, any statement, representation, assurance or warranty (Representation) which is not expressly set out in these Terms and any document expressly referred to in them.

Nothing in this paragraph shall limit or exclude any liability for fraud.

OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

We have the right to revise and amend these Terms from time to time. You will be subject to the policies and Terms in force at the time that you order Products from us, unless any change to those policies or these Terms is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these Terms and conditions before we send you the Shipping Confirmation (in which case we have the right to assume that you have accepted the change to the Terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

Terms of Use

Your Concerns

If you have any concerns about material which appears on our Website, please contact chci@topnaprani.cz

ACCESSING OUR SITE

Access to our Website is permitted on a temporary basis, and we reserve the right to withdraw, deny access to or modify the service we provide on our Website without notice (see below). We will not be liable if, for any reason, our Website is unavailable at any time or for any period.

From time to time, we may restrict access to some parts or the whole of our Website to users who have registered with us.

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We may deny access to the Website, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms, or acted inconsistently with the spirit of these Terms.

You are responsible for making all arrangements necessary for you to have access to our Website. You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms, and that they comply with them. Access to the Website is always subject to these terms of use and your use of the Website constitutes your acceptance of these terms of use. These terms of use can be updated at any time and it is your responsibility to check this page from time to time to ensure you agree with any amendments. These terms of use were last updated at 1st April, 2017.

INTELLECTUAL PROPERTY RIGHTS

We are the owner or the licensee of all intellectual property rights in our Website, and in the material published on it. Those works are protected by copyright laws and treaties around

the world. All such rights are reserved. You must not use any part of the materials on our Website for commercial purposes without obtaining a license to do so from us or our licensors. We reserve the right to monitor any such usage and take appropriate action against any person who we believe to be contravening our intellectual property rights. Our status (and that of any identified contributors) as the authors of material on our Website must always be acknowledged.

RELIANCE ON INFORMATION POSTED

We have taken every care in the preparation of the content of this Website. However, commentary and other materials posted on our Website are not intended to amount to advice on which reliance should be placed. In particular, we have made every effort to display as accurately as possible the colors of our products that appear at the Website. We cannot guarantee that your computer monitor's display of any color will be accurate. We therefore disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to our Website, or by anyone who may be informed of any of its contents.

OUR SITE CHANGES REGULARLY

We aim to update our Website regularly, and may change the content at any time. If the need arises, we may suspend access to our Website, or close it indefinitely. Any of the material on our Website may be out of date at any given time, and we are under no obligation to update such material.

OUR LIABILITY

The material displayed on our Website is provided without any guarantees as to its accuracy. To the extent allowed by law, we, other members of our group of companies and third parties connected to us exclude:

- all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- any liability for any direct, indirect or consequential loss or damage (including, without limitation, loss of income/revenue, business, profits/contracts, anticipated savings, data, goodwill or wasted time) incurred by any user in connection with our Website or in connection with the use, inability to use, or results of the use of our Website, any websites linked to it and any materials posted on it; and
- for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

This does not affect our liability for any liability which cannot be excluded or limited under applicable law, including but not limited to personal injury or death as a result of negligence and/or fraud.

INFORMATION ABOUT YOU AND YOUR VISITS TO OUR SITE

We process information about you in accordance with our privacy policy.

LINKING TO OUR SITE

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

Our Website must not be framed on any other Website, nor may you create a link to any part of our Website other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of material on our Website other than that set out above, please address your request to chci@topnaprani.cz

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

You may not engage in any price scraping/price harvesting in respect of Products on this Website without our prior written consent.

CUSTOMER COMPLAINTS

If your inquiry has not been satisfactorily addressed