GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTACT DETAILS

- Soňa Sychrová
- Registered office / business address: Jenišovice 73, 468 33 Jenišovice
- Company ID No. (IČO): 23780568
- E-mail: fursuits@zccreations.cz
- Business premises and recommended address for sending Goods subject to a complaint:
  - Čechovská 66, 261 01 Příbram VIII, Czech Republic

ARTICLE 2. SCOPE OF APPLICATION OF THE GENERAL TERMS AND CONDITIONS

a. These General Terms and Conditions ("GTC") of the entrepreneur Soňa Sychrová, with registered office / business address at Jenišovice 73, 468 33 Jenišovice, Company ID No. (IČO): 23780568 (hereinafter referred to as "Z&C CREATIONS" or „we"), regulate, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code of the Czech Republic (hereinafter the "Civil Code"), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter the "Purchase Contract") concluded between Z&C CREATIONS and consumers or entrepreneurs (hereinafter also the "Customer" or "you") by means of e-mail communication at the e-mail address fursuits@zccreations.cz (hereinafter the "E-mail").

b. The provisions of these GTC form an integral part of the Purchase Contract. The Purchase Contract and these GTC are drawn up in the Czech language. We may unilaterally amend or supplement the wording of these GTC. This shall not affect any rights and obligations arising during the period of effect of any previous version of the GTC.

c. Z&C CREATIONS communicates primarily remotely (by distance means of communication). The Purchase Contract is concluded in the ways set out in Article 5 (as a default in written hard-copy form; or in another form as agreed between the parties). We conclude contracts in person exclusively at a sales stall; outside a sales stall only exceptionally and subject to prior express agreement. In the case of sales at a stall, the Purchase Contract is concluded at the moment when the goods are taken over and the price is paid (see Article 5(g)(II)).

d. If any part of these GTC conflicts with what Z&C CREATIONS and the Customer have jointly agreed in the course of your purchase process by E-mail, that specific agreement shall take precedence over these GTC.

e. The personal data provided to us by the Buyer in connection with an Order, in particular their first name, surname, e-mail address, telephone number and delivery address, are processed to the extent necessary to handle the Order, perform the Purchase Contract, issue invoices, deliver the Goods and pursue other legitimate purposes specified in Article 13 of these GTC.
Personal data may, to the extent necessary, be disclosed to relevant recipients, particularly providers of delivery and payment services and, where appropriate, other entities specified in Article 13 of these GTC. Any disclosure or transfer of data is governed by applicable laws.

f. The Buyer's personal data necessary for processing the Order, concluding and performing the Purchase Contract, complying with the Seller's legal obligations and protecting the Seller's legitimate interests are processed on the relevant legal bases under Article 6(1)

(b), (c) and (f) of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR).
No separate consent from the Buyer is required for processing personal data necessary to perform a contract or comply with legal obligations. Further information on the processing of personal data, its purposes and the Buyer's rights is set out in Article 13 of these GTC.

ARTICLE 3. DEFINITIONS OF TERMS, ABBREVIATIONS AND SLANG EXPRESSIONS

a. **Price** means the monetary amount that you will pay for the goods.

b. **Delivery Price** means the monetary amount that you will pay for the delivery of the goods, including the cost of packaging.

c. The Total Price is the sum of the agreed Price of the Goods and the costs of delivery and packaging.
In the case of custom-made Goods, only the Price of the Goods, excluding delivery and packaging, may be determined at the time the Purchase Contract is concluded if these additional costs cannot reasonably be calculated in advance.
In such cases, the costs of delivery and packaging shall be determined subsequently in accordance with Article 5(l) of these GTC and included in the final settlement.

d. **Invoice** means an accounting document issued by the Seller in respect of the Total Price of the agreed goods or services. The Seller is not registered for value added tax (VAT); therefore, the Invoice is not a tax document under the Czech Value Added Tax Act and does not state any VAT amount.

e. **Pro forma Invoice** means a document by which the Seller calls upon the Buyer to pay a **Deposit**. A Pro forma Invoice serves solely as a payment request for the Deposit and, in itself, does not constitute an accounting or tax document evidencing a taxable supply.

f. **Deposit** means a portion of the agreed Price paid by the Buyer in advance, before the commencement of, or during, the provision of the goods or services. The Deposit paid shall be set off against the Total Price under the Invoice.

g. **Interim Payment** means a payment of a portion of the Price in excess of the Deposit already paid, made in particular after a certain stage of the order has been completed but before the issuance of the final Invoice. The sum of all Deposits, Interim Payments and the Balance Payment corresponds to the agreed Total Price.

h. **Balance Payment** means the final remaining part of the agreed Price after deduction of all Deposits already paid and any Interim Payments, which is included in the final Invoice.

i. **Order** means your binding offer to enter into a Purchase Contract for the purchase of goods with us.

j. **Customer (you)** means any person who has concluded a Purchase Contract with us, the subject of which is goods from our range.

k. **Buyer** (hereinafter also the “Customer”) means a natural person or legal entity that enters into a contract with the Seller; in these GTC, both terms are used synonymously to refer to the same contracting party.

l. **Goods** or **Product** means anything that we are able to offer you in our non-binding mutual communication

m. **E-mail Communication** means a means of communication between the Customer and us.

n. **Subject Line** means the text field containing brief information on what the E-mail Communication is about.

o. **Amendment to the GTC** means a document setting out terms agreed by both parties that go beyond or deviate from these GTC and have been expressly approved by both parties.

ARTICLE 4. GENERAL PROVISIONS AND INFORMATION

a. If we open commission slots for receiving orders from customers, i.e. the possibility to purchase a specific Product, such opportunity will be published on the website www.zccreations.cz (hereinafter the "Website").

b. If we receive more Orders than there are available slots in the commission queue, Z&C CREATIONS reserves the right to select the Order that is most suitable for production and within our capabilities.

c. The Customer will be informed of the acceptance or possible rejection of the Order by E-mail. **If the parties have agreed to conclude a separate written hard-copy Purchase Contract, we will inform the Customer of the acceptance or rejection before it is signed; otherwise, the e-mail regime under Article 5 shall apply.**

d. When placing an Order, you are obliged to provide Z&C CREATIONS with complete and truthful information; we will therefore consider the information you have provided to us in the Order to be accurate and true.

e. For the purpose of improving the services and Products of Z&C CREATIONS, we reserve the right to send a customer satisfaction questionnaire to the e-mail address or Telegram contact stated in the Order submitted by E-mail. If you do not agree with this, please do not provide any rating; you may also contact us if you wish to have an existing rating removed.

f. The Products of Z&C CREATIONS are manufactured in a home environment in which a cat is present. Although we make every effort to prevent any contact of the animal with the Products and materials, the presence of trace allergens (such as animal hair) cannot be completely ruled out.

g. The production time depends on the complexity of the Order and the position in the production queue. An approximate completion time will always be communicated to the Customer as part of the Order confirmation.

h. The Customer agrees that photographs of the finished Product (for example, a costume) may be used for the purpose of presenting the work of Z&C CREATIONS, in particular on social media, on the Website or in our portfolio. If the Customer does not agree with such use, they are obliged to expressly inform us of this when confirming the Order.

   If the Customer requires a so-called **"secret project"**, Z&C CREATIONS undertakes not to publish, prior to handover of the commission to the Customer, any photographs from which the overall final appearance of the Product could be clearly inferred. However, Z&C CREATIONS is entitled to use, during the creation process, **detailed, partial or otherwise edited shots** in which the final appearance of the Product is not recognisable.

   Where the Customer requires **absolute non-publication** of photographs of the Product and its creation (i.e. a ban on use for the portfolio, the Website, social media and any other forms of presentation), the Customer must expressly state this already when

confirming the Order; **this fact and the Customer's request shall also be expressly stated in the Purchase Contract or in a written amendment to these GTC, which forms an integral part of the Purchase Contract**. In such a case, Z&C CREATIONS shall be entitled to include in the Total Price of the commission **additional costs** incurred due to the impossibility of including the Product in its portfolio and marketing presentation. The amount of these additional costs will be communicated to the Customer before the binding confirmation of the Order and, without the Customer's approval thereof, the Order will not be accepted.

The arrangements regarding a "secret project" or absolute non-publication of photographs may be further specified between the parties in an amendment to these GTC, which forms an integral part of the Purchase Contract.

ARTICLE 5. CONCLUSION OF THE CONTRACT

a. The Purchase Contract may also be concluded in the English language. In the event of any conflict or discrepancy between the Czech and English versions of these GTC, the Czech version shall prevail.

b. The Purchase Contract may be concluded remotely via E-mail or another distance means of communication, or in person, either by signing a written hard-copy contract or by purchasing goods at a sales stall or other point of sale of Z&C CREATIONS. The specific procedure is set out in Article 5(f) to 5(g). The costs of using distance means of communication are borne by the Customer and do not differ from their basic rate (for example, Internet access charges). No additional fees are charged by the Seller beyond the Price of the goods. Before sending a binding Order, the Customer will receive an exact description of the goods, the Price and the terms necessary for the conclusion of the Purchase Contract. Where the Purchase Contract is concluded by E-mail, the Customer shall expressly confirm their agreement with these GTC in their binding reply.

c. Before you send a binding Order, we will send you its draft.

d. In order for us to be able to conclude the Purchase Contract, you must provide the following information in your E-mail:

   I. Information about the Product being purchased (to be indicated in the Subject Line of the E-mail, where we require you to state this information).

   II. Your identification and contact details necessary for delivery of the goods, in particular your first name, surname, delivery address, telephone number, e-mail address for future communication, and it is recommended that you also send a link to your Telegram account.

e. During the process of creating the Order, the Customer may change and check the details until it is completed. After carrying out the review, the Customer finalises the Order by sending the E-mail. **In this reply, the Customer shall expressly confirm that they have acquainted themselves with these GTC and agree to them**; the wording of the confirmation may be in any form, provided that it clearly expresses their consent.

f. **Unless expressly agreed otherwise, the Purchase Contract shall be concluded exclusively as a separate written hard-copy purchase contract.** The procedure for concluding the written contract is set out in Article 6(e).

g. **Where the parties expressly agree on a different form**, the Purchase Contract may be concluded as follows:

   I. **remotely by E-mail** – the Purchase Contract is concluded **by the Seller's confirmation of the Order** with these GTC (and any Amendment thereto) attached.

   II. **in the course of an in-person sale (for example, at a stall)** – the Purchase Contract is concluded **at the moment the Goods are taken over and the Price is paid; it is deemed** that the parties have agreed on this form by the very manner of the purchase.

   III. **in written form using a recognised electronic signature** – the Purchase Contract is concluded **at the moment of delivery** of the version signed by the Seller.

h. There may also be cases in which we are unable to confirm your Order. This applies in particular where our capacity to accept further commission work has been reached, or where you order a higher number of pieces of goods than we are able to allow.

   Information on the maximum number of available slots for commission work will be provided to you upon request at the contact E-mail stated in these GTC.

   After the launch of the online shop, there may also be situations where goods offered in the online shop are not available, or where you order a higher number of pieces of goods than is permitted for a single Order. Information on the maximum number of pieces of goods per Order will, after the launch of the online shop, be stated on the Website at www.zccreations.cz. The provisions of this paragraph relating to the online shop shall apply only from the date on which information about its launch is published.

   If there is any reason why we are unable to confirm the Order, we will contact you and send you an offer to conclude the Purchase Contract in an amended form compared to the Order. In such a case, the Purchase Contract is concluded at the moment when you confirm our offer.

i. In the event that a clearly incorrect Price is stated on the Website or in the Order, we shall not be obliged to supply the Goods to you at such Price, even if you have already received an Order confirmation and the Purchase Contract has thus been concluded. In such a situation, we will contact you without undue delay and send you an offer to conclude a new Purchase Contract in an amended form compared to the Order. In such a case, the new Purchase Contract is concluded at the moment when you confirm our offer. An obvious error in the Price shall be deemed to include, for example, a situation where the Price does not correspond to the usual price charged by other sellers, or where a digit is missing or added.

j. Once the Purchase Contract has been concluded, you become obliged to pay the Total Price, or the relevant part thereof as otherwise agreed under an agreement which, pursuant to point 2(d), takes precedence over these GTC.

k. In certain cases, we allow a discount to be applied to the purchase of the Goods. In order for the discount to be granted, you must include the details of such discount in the draft Order in your E-mail. If you do so, the Goods will be supplied to you with the discount applied.

l. Before concluding the Purchase Contract, the Buyer shall receive a quotation for the agreed Price of the Goods, information on payment terms, any potential additional costs and the method of delivery.
Where the costs of delivery and packaging cannot reasonably be determined in advance due to the nature of custom-made production and the time interval between conclusion of the Purchase Contract and completion of the Goods, the Buyer shall be informed that these costs will be charged additionally.
The amount of these costs shall be determined after completion of the Goods on the basis of the current shipping conditions, taking into account, in particular, the destination, dimensions and weight of the shipment, the selected carrier and the costs of appropriate packaging.
The Buyer shall be informed of the amount of these costs before making the final payment. The costs shall subsequently be included in the final balance invoice and paid before the Goods are handed over or dispatched.

m. Where terms are agreed between the parties that go beyond these GTC and, in accordance with point 2(d), take precedence over them, a file entitled “Dodatek k VOP.pdf” (Amendment to the GTC) will be attached to the E-mail together with these GTC, once both parties have subsequently approved the Amendment to the GTC.

n. Where an Amendment to the GTC has been agreed, the Customer will be informed, in the summary of the Order in the E-mail communication, that the file has been attached.

o. Validity of a draft Purchase Contract

I. A separate draft Purchase Contract submitted by the Seller to the Buyer may be accepted within 14 calendar days from the date on which it is demonstrably delivered to the Buyer, unless a different period is expressly specified in the draft Purchase Contract itself.

II. The Buyer accepts the draft Purchase Contract by signing it and delivering the signed copy, or a scanned copy thereof, to the Seller's e-mail address specified in these GTC. Acceptance must reach the Seller no later than the final day of the specified period.

III. If the draft Purchase Contract is not accepted within the specified period, the offer to conclude the contract expires upon expiry of that period, subject to any exceptions prescribed by law. Any late acceptance shall be assessed in accordance with the relevant provisions of the Civil Code.

IV. The Buyer acknowledges that, once the acceptance period has expired, the originally offered prices, payment terms and production terms may no longer be available. If the Buyer remains interested, the Seller may submit a new draft Purchase Contract with updated terms.

V. Any amendments, additions or reservations made by the Buyer to the submitted draft Purchase Contract require the Seller's renewed express approval. The Seller expressly excludes acceptance of the offer with any additions or deviations, including immaterial deviations, within the meaning of Section 1740(3) of the Civil Code.

VI. The specified period serves to preserve the validity of the quotation, plan production capacity, procure materials and organise custom production.

VII. The acceptance period may be extended before its expiry by written agreement between the parties.

VIII. This provision applies to separate draft Purchase Contracts concluded in written hard-copy form pursuant to Article 5(f) and Article 6(e) of these GTC. It does not affect other expressly agreed methods of concluding contracts under Article 5(g).

ARTICLE 6. PRICES, PRICE CHANGES, PAYMENT TERMS AND RETENTION OF TITLE

a. The Price is usually stated on the Website and represents the minimum Price for the specific Product. The Price may increase depending on the complexity of the requested original creation.

b. The Price of the Goods is set out in the binding Order, which the Customer confirms by E-mail. Once the Order has been confirmed by the Customer by E-mail, the Price of the Goods cannot be changed unless we and the Customer agree otherwise on the basis of a specific request to modify the Goods (for example, by adding new elements to the Goods, such as to the costume). Any such changes will always be communicated to the Customer in advance and must be approved by both parties.

c. In the event of any discrepancy between the Price indicated for the Goods on the Website and the Price stated in the draft Order, the Price stated in the draft Order shall apply; this Price will always be identical to the Price in the Purchase Contract. The draft Order will also state the Delivery Price and, where applicable, the conditions under which delivery is free of charge.

d. We will require payment of the Total Price from you after the Purchase Contract has been concluded and before the Goods are handed over. Payment of the Total Price may be made in accordance with the terms agreed in advance in the draft Order.

e. Written hard-copy Purchase Contract (default form). The Buyer is obliged to sign the draft contract by hand and send a scanned copy thereof to the Seller's E-mail address. The Purchase Contract shall be deemed concluded at the moment the signed copy is delivered to the other contracting party by E-mail to the address specified in the contract. The original hard-copy documents shall be handed over between the parties upon handover of the Goods, unless otherwise agreed

f. By signing this Purchase Contract, the Buyer confirms that they have acquainted themselves with the General Terms and Conditions of Z&C CREATIONS and any Amendment to the GTC, and that they agree with their content.

g. Payments are usually made on the basis of Pro forma Invoices with a due date typically between 7 and 14 days; the specific due date is stated on the document.

h. **Upon receipt of payment, we will issue and send the Invoice, or a payment confirmation, to the Customer in electronic form. Z&C CREATIONS is not registered for value added tax (VAT). The Prices stated are final and no VAT is added to them.**

I. **Distance sale: we will send the Invoice in electronic form (PDF) to the Customer's E-mail; upon request, we will also include a hard-copy with the shipment.**.

II. **In-person / stall sales:** we prefer **cash payment**. Upon handover of the Goods, we will provide a **till receipt** printed on a **printer**; if printing is not available on site, we will issue a **handwritten receipt** from a receipt book. **Payment cards are not currently accepted**; they may be made available on an exceptional basis, and we will inform you of their availability directly on site. Upon request, we will also issue and

send an **electronic** (or, where applicable, **paper**) **Invoice**.
The Invoice shall be deemed delivered **at the moment of dispatch** to the e-mail address provided by the Customer. **Business identification details (Company ID / VAT ID)** will be included if the Customer provides them **no later than at the time of payment**.

i. Title to the Goods shall pass to the Customer only after full payment of the Purchase Price and handover of the Goods. The risk of damage to the Goods shall pass to the Customer at the moment the Goods are taken over from the carrier. Upon receipt of the Goods, the Customer is obliged to check whether the Goods are not damaged. If the packaging of the Goods is damaged, the Customer has the right to refuse to accept the shipment.

j. If the Customer does not take over the Goods and does not inform us that the shipment was damaged during transport, the Goods shall be deemed to have been duly delivered and responsibility for any damage to the Goods shall pass to the Customer.

k. After the Purchase Contract has been concluded, the Buyer is generally required to pay a Deposit of 30% of the Total Price.
Subsequently, before production of the commission begins, the Buyer is required to pay a further 40% of the Total Price, so that the amounts paid to date together equal 70% of the Total Price.
The remaining 30% of the Total Price, including any additional costs approved in advance and not yet paid, must be paid by the Buyer after notice of completion of the Goods, but always before the Goods are handed over to the Buyer in person or dispatched through a carrier.
The Seller is not obliged to hand over or dispatch the Goods until all amounts due under the Purchase Contract have been paid in full. In the case of a bank transfer, payment is deemed made when the relevant amount is credited to the Seller's bank account.
The amounts of the individual payments, their due dates and the method of payment shall be stated in the Purchase Contract and the relevant payment documents.
A different payment schedule may be agreed between the parties, in particular by means of an individual Amendment to the GTC.

l. Additional costs may arise, for example, as a result of changes requested by the Customer during the production process, or due to the need to use additional materials.

m. Unless expressly provided otherwise in these GTC, the general payment provisions shall apply. For the so-called *reference sheet* (character reference artwork), the special provisions set out in the section “Reference sheet (character reference)” shall apply

n. Handling of outstanding receivables:

   l. In the event of a delay by the Customer in paying the Purchase Price or any part thereof, Z&C CREATIONS shall be entitled to claim default interest at the statutory rate determined under the Civil Code of the Czech Republic and to demand reimbursement of all costs associated with the recovery of the receivable (for example, the costs of legal representation or collection services).

II. If the Customer fails to pay the outstanding debt even after a prior reminder, Z&C CREATIONS may pursue recovery through court proceedings. As a last resort, the unpaid receivable may be assigned (sold) to a third party pursuant to Section 1978 et seq. of the Civil Code. The Customer shall be informed of any such assignment.

o. For Buyers with their residence or registered office outside the territory of the Czech Republic, the Price is, as a rule, agreed and invoiced in EUR, unless the Parties expressly agree otherwise. The Seller and the Buyer may, by mutual agreement, choose a different currency for payment (for example CZK or USD). The chosen currency shall always be stated in the Purchase Contract and correspondingly on the relevant invoices. The Buyer shall pay the Price by non-cash bank transfer to the Seller's account indicated on the invoice (IBAN and BIC/SWIFT); Buyers within the European Union are recommended to use SEPA payments in the agreed currency.

p. The Seller shall not charge the Buyer any special fees for using a particular payment method where such fees are prohibited by European Union or Czech law. However, the Price agreed in the Contract must be paid in full.
If an amount lower than the amount stated on the relevant Invoice in the agreed currency is credited to the Seller's account (for example, due to the payment settings of the Buyer's bank or international payment arrangements), the Buyer's obligation to pay the Price is deemed fulfilled only once the difference has been paid.
After notifying the Buyer in advance, the Seller may include that difference in the Balance Payment as a separate item.

q. Conversion between CZK and EUR

I. The Seller's principal pricing currency is the Czech koruna (CZK). For customers outside the Czech Republic, the Price may be agreed and invoiced in euros (EUR) or, by individual agreement, in another currency.

II. To convert indicative prices published on the Website, the Seller may use its own internal exchange rate, the current value of which shall be shown on the Price List page. This rate need not be identical to the rate published by the Czech National Bank.

III. When preparing an individual quotation, the conversion rate expressly stated in that quotation shall be used. When the Purchase Contract is concluded, the final contractual Price shall be established in the agreed currency.

IV. Where the contractual Price has been fixed in EUR, that amount remains binding for all agreed payments. Subsequent changes to the conversion rate published on the Website do not affect contracts already concluded.

V. Any currency-conversion costs shall be taken into account by the Seller when determining the contractual Price. No additional fees exceeding the agreed Price may be charged to the Buyer without their prior express consent, except for legitimate claims arising under the Contract and applicable law.

VI. The amount stated on the Invoice must be paid in full in the agreed currency. If the amount actually remitted is reduced by intermediary banks during an international transfer, the parties shall proceed under Article 6(p), to the extent permitted by applicable law.

ARTICLE 7. REFERENCE SHEET (CHARACTER REFERENCE)

a. Customer's obligation to provide a reference sheet
   I. The Customer is obliged, for any Order of a custom costume made to their own design, to provide a sufficient visual reference of the character (the so-called *reference sheet*, hereinafter the "Reference Sheet"), which must contain a clearly identifiable appearance of the character, the colour scheme and any further specifications necessary for production.

b. Provision of the Reference Sheet through Z&C CREATIONS
   I. If the Customer does not have a Reference Sheet, Z&C CREATIONS shall, at the Customer's request, arrange for the creation of the Reference Sheet by a cooperating independent artist (hereinafter the "Artist"). The Artist is not an employee of Z&C CREATIONS nor a commercial agent of Z&C CREATIONS within the meaning of Sections 2455 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic; however, Z&C CREATIONS provides this service to the Customer in its own name and is responsible for duly arranging it, in line with its reputation and its contractual relationship with the Customer.

c. Price and payments
   I. The service of creating the Reference Sheet is invoiced to the Customer separately, before the conclusion of the Purchase Contract for the custom-made costume, as it is not possible to calculate the price of the Product without the Reference Sheet.
   II. Before the creation of the Reference Sheet begins, the Buyer is required to pay a Deposit of 20% of the total agreed Price of the Reference Sheet. This Deposit shall be credited towards the total agreed Price of the service.
   III. In the event of early termination of the commission, the Deposit already paid shall be financially settled according to the legal grounds for termination of the Contract, the extent of work demonstrably performed and the applicable laws.
   Where the Buyer, acting as a consumer, validly withdraws from a contract for the provision of services and the provision of those services commenced before the expiry of the statutory withdrawal period at the Buyer's express request, the Seller may be entitled to claim a proportionate part of the agreed Price for the services already provided pursuant to Section 1834 of the Civil Code, provided that the statutory conditions are met.
   The Deposit does not automatically become non-refundable merely because the creation process has begun or a sketch has been submitted. This does not affect the Buyer's statutory rights.
   IV. The remaining 80% of the price shall be paid by the Customer upon handover of the completed Reference Sheet.
   V. If the Customer requests any changes or adjustments after the sketch has been approved, the Customer acknowledges that this constitutes additional work or additional costs, which are charged separately, and the Customer undertakes to pay them together with the final part of the price.

VI. The right of a Buyer acting as a consumer to withdraw from a contract for the creation of a Reference Sheet without giving a reason shall be assessed according to the actual nature of the agreed performance and the relevant provisions of the Civil Code.
The exception under Section 1837(d) of the Civil Code shall apply only where the statutory conditions for the supply of Goods manufactured according to the Buyer's individual requirements or tailored to the Buyer's personal needs are met.
Where the Reference Sheet is supplied as digital content or as a service, the corresponding legal provisions shall apply, in particular Section 1837(l) or (a) of the Civil Code, provided that the relevant statutory conditions are met.
The mere approval of a sketch does not automatically terminate the Buyer's statutory right to withdraw from the Contract.

d. Communication with the Artist
   I. Once contact has been arranged, communication regarding the specific form and visual details of the Reference Sheet takes place directly between the Customer and the Artist. Z&C CREATIONS does not participate in these consultations; however, it ensures that the Reference Sheet is delivered in the agreed quality and in a form suitable for the production of the custom-made costume.
e. Approval and defects
   I. The Customer is obliged, during the creation of the Reference Sheet, to cooperate with the Artist, in particular by providing input materials and expressing comments on the drafts sent in a timely manner. Once the final version of the Reference Sheet has been approved by the Customer, the work shall be deemed duly completed and free of defects. It shall not be considered a defect of the work if, after approval, the Customer subsequently changes their mind regarding the appearance, colours or other details of the character.
f. Changes and surcharges
   I. If the Customer, during work already in progress, requests changes beyond the scope of the originally approved brief, Z&C CREATIONS shall be entitled to charge a surcharge for such changes. The Customer will always be expressly informed in advance that the requested change will be subject to an additional charge, and the change will only be carried out if the Customer expressly agrees to the surcharge.
g. Copyright and licence
   I. The Reference Sheet is a copyright work within the meaning of Act No. 121/2000 Coll., the Copyright Act of the Czech Republic, as amended. The Customer is entitled to further use the Reference Sheet for their own needs, including independently of the production of the costume. In the case of public use of the Reference Sheet (for example, publication online or in print), the Customer undertakes to state the name of the author of the work (the Artist), where the nature of the use allows this, in accordance with Section 11(2) of the Copyright Act.

ARTICLE 8. DELIVERY OF GOODS AND TRANSFER OF RISK OF DAMAGE TO THE GOODS

a. The Goods will usually be delivered to you within a period of 0 to 4 weeks, by a delivery method of your choice from the following options:

   I. within the Czech Republic, delivery via the carriers Česká pošta or PPL CZ

   II. the EU, delivery via the carriers Česká pošta or DHL

III. worldwide, delivery via Česká pošta

b. The Goods can be delivered worldwide in accordance with the current services offered by the carriers.

c. The delivery time of the Goods always depends on their availability and on the chosen method of delivery and payment. The expected delivery time of the Goods will be communicated to you in the Order confirmation. The period stated here in these GTC is for guidance only and may differ from the actual delivery time. In the case of personal collection, we will always inform you of the possibility to collect the Goods by E-mail.

d. After taking over the Goods from the carrier, you are obliged to check that the packaging of the Goods is intact and, in the event of any defects, to notify the carrier and us without undue delay. If there is a defect in the packaging which indicates unauthorised handling or interference with the consignment, you are not obliged to take over the Goods from the carrier.

e. If you breach your obligation to take over the Goods, except in the cases referred to in Article 8(d) of these GTC, this shall not result in a breach of our obligation to deliver the Goods to you. Nor shall your failure to take over the Goods be deemed a withdrawal from the Purchase Contract between you and us. However, in such a case we shall be entitled to withdraw from the Purchase Contract due to your material breach of the Purchase Contract. The Goods will first usually be stored at the relevant local post office for one week and, if they are not taken over, they will be returned to us. In such a case, we may refund you the Price of the Goods after deduction of our postal and operating costs. Withdrawal from the Purchase Contract shall not affect our right to payment of the Delivery Price, or our right to compensation for any damage caused, where applicable.

f. If, for reasons arising on your side, the Goods have to be delivered repeatedly or in a manner other than that agreed in the Purchase Contract, you shall be obliged to reimburse us for the costs associated with such repeated delivery. We will send the payment details for these costs to your E-mail address specified in the Purchase Contract, and they shall be due 14 days from delivery of the E-mail.

g. The risk of damage to the Goods passes to you at the moment you take them over. If you do not take over the Goods, except in the cases referred to in Article 8(d) of these GTC, the risk of damage to the Goods shall pass to you at the moment when you had the opportunity to take them over but, for reasons on your side, the takeover did not take place. The transfer of the risk of damage to the Goods means that from that moment you bear all consequences associated with any loss, destruction, damage or any other deterioration of the Goods.

h. If the Goods are not indicated on the Website as being in stock and only an indicative availability period is stated, we will always inform you in the event of:

I. an extraordinary interruption in the production of the Goods, in which case we will always inform you of a new expected availability period or of the fact that it will not be possible to deliver the Goods

II. a delay in the delivery of the Goods from our supplier, in which case we will always inform you of a new expected delivery period

ARTICLE 9. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

a. We guarantee that, at the time when the risk of damage to the Goods passes to you in accordance with Article 8(g) of these GTC, the Goods are free from defects, in particular that the Goods:

I. correspond to the agreed description, type and quantity, as well as to the agreed quality, functionality, compatibility, interoperability and other agreed features

II. are fit for the purpose for which you require them and which we have agreed to

III. are delivered with the agreed accessories and instructions for use, including assembly or installation instructions

IV. are fit for the purpose for which Goods of this kind are normally used

V. by their quantity, quality and other features, including durability, functionality, compatibility and safety, correspond to the usual characteristics of Goods of the same kind which you may reasonably expect, also taking into account any public statements made by us or by another person in the same contractual chain, in particular in advertising or labelling

VI. are delivered with such accessories, including packaging, assembly instructions and other instructions for use, as you may reasonably expect

VII. correspond in quality or workmanship to any sample or template which was provided to you before the conclusion of the Purchase Contract

VIII. any trace occurrence of allergens (for example, animal hair) shall not be considered a defect of the Goods, if this has arisen despite reasonable measures taken and where the Goods have been produced in a home environment with animals and the Customer has been informed of this in advance.

b. The rights and obligations in respect of rights arising from defective performance are governed by the applicable generally binding legal regulations, in particular Sections 2099 to 2117 and Sections 2161 to 2174b of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, and by Act No. 634/1992 Coll., on Consumer Protection, as amended.

c. Making a complaint and contact details

I. If the Goods have a defect, in particular where any of the conditions referred to in Article 9(a) is not met, the Buyer may exercise their rights arising from defective performance (hereinafter a “complaint”) by e-mail at fursuits@zccreations.cz, in person at the Seller's business premises, or by any other method permitted by law.

II. For sending Goods subject to a complaint, we recommend the following business-premises address:
Z&C CREATIONS – Soňa Sychrová
Čechovská 66
261 01 Příbram VIII
Czech Republic

III. Before sending Goods subject to a complaint, we recommend contacting the Seller to agree on a suitable method of shipment, secure packaging and handover. Prior contact with, or approval by, the Seller is not a condition for validly making a complaint.

IV. The Buyer may also use the model complaint form included as Annex No. 1 to these GTC.

V. When making a complaint, the Buyer shall describe the alleged defect and specify the remedy requested. The Buyer's rights and the available means of remedying a defect are governed by the relevant provisions of the Civil Code.

VI. The Seller shall issue the Buyer with written confirmation of the complaint, stating the date on which it was made, its content, the remedy requested and the Buyer's contact details for notification of its resolution.

VII. Once the complaint has been resolved, the Seller shall issue the Buyer with written confirmation of the date and manner of its resolution or, where applicable, written reasons for rejecting it. Complaints shall be handled in accordance with applicable law.

d. The Customer has the right to complain about defects of the Goods that do not meet the agreed or statutory requirements (for example, material defects or defects in workmanship). The complaint does not cover subjective dissatisfaction with the design of the Goods (in particular costumes), if the design has been approved by the Customer in advance. In the case of hand-made production, reasonable deviations (for example, minor differences in shade, symmetry of stitching, etc.) are not considered defects, provided that they do not contradict the approved specification. A consumer is entitled to exercise rights arising from a defect that appears within 24 months of takeover; if a defect appears within 1 year of takeover, it is presumed that the Goods were defective at the time of takeover, unless this is excluded by the nature of the Goods or the defect. We recommend that you notify us of a defect without undue delay after discovering it. For entrepreneurs, the obligation under Article 9(m) of these GTC shall apply.

e. For custom-made products, a complaint cannot be made on the grounds of dissatisfaction with the result if the Product has been made in accordance with the approved specification. If the Goods have a defect, you have the right to choose to have the defect remedied either by repair of the Goods or by delivery of new Goods free of defects (or by delivery of the missing part), unless the method chosen is impossible or, compared to the other method, disproportionately costly; this shall be assessed in particular with regard to the significance of the defect, the value that the Goods would have without the defect and whether the defect can be remedied by the other method without significant inconvenience to you.

f. We are entitled to refuse to remedy the defect if this is impossible or disproportionately costly, in particular with regard to the significance of the defect and the value that the Goods would have without the defect.

g. You further have the right to:

   I. a reasonable reduction of the Price; or

   II. withdrawal from the Purchase Contract,

   if:

   III. we refuse to remedy the defect or do not remedy it in accordance with the applicable legal regulations

   IV. the defect appears repeatedly

   V. the defect constitutes a material breach of the Purchase Contract; or

   VI. it is apparent from our statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you

h. The right to withdraw from the Purchase Contract does not arise where the defect of the Goods is insignificant.

i. If you have caused the defect to the Goods yourself, you shall not be entitled to rights arising from defective performance.

j. Wear and tear caused by normal use of the Goods is not considered a defect; in the case of used Goods, wear and tear corresponding to the degree of their previous use is not considered a defect.

k. When you make a complaint, we will issue a written confirmation stating:

   I. the date on which the complaint was made,

   II. the content of the complaint,

   III. the method of resolution requested,

   IV. your contact details for the purpose of informing you about the resolution of the complaint.

l. Unless we agree on a longer period, we will remedy the defects and provide you with information on the resolution of the complaint without undue delay, but no later than 30 days from receipt of the complaint; failure to meet this deadline gives you the right to withdraw from the Purchase Contract or to claim a reasonable reduction of the Price.

m. If you are an entrepreneur, you are obliged to notify and specify the defect without undue delay after you could have discovered it, but no later than three days after takeover of the Goods; otherwise you shall not be entitled to rights arising from defective performance.

n. In the case of works of authorship (for example, a “reference sheet” – character reference artwork), a change of taste or opinion of the Customer after approval of the

final version shall not be considered a defect; any subsequent changes can only be dealt with as a new commission for an agreed price.

o. Sale of leftover materials

   I. The Seller is entitled to offer for sale leftover materials (for example, faux fur, textiles, stuffing and similar) originating from the production of custom works. Such materials may show minor aesthetic or dimensional imperfections corresponding to their nature.

   II. The Buyer acknowledges that these are leftover materials and not new Products; the limitations under Section 2167 and the legal regime for used items under Section 2168 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, shall apply.

   III. The Seller is liable only for the fact that the leftover material corresponds to the description in the offer and is fit for the purpose for which such material is normally used.

   IV. No guarantee shall apply to leftover material if the Buyer has been demonstrably informed in advance of its nature and any defects.

p. The Seller provides the Buyer with a voluntary guarantee of quality for a period of 14 days from the date of takeover of the Goods, unless otherwise agreed in an Amendment to the GTC. This guarantee is in addition to the statutory rights arising from defective performance and does not limit them in any way. If a defect appears during this period, the Seller shall remedy it free of charge by repairing the Goods or replacing the Goods or a part thereof; the choice of the method of remedy belongs to the Seller. If repair or replacement is not possible or reasonable, the Seller shall provide a reasonable reduction of the Price. This guarantee does not constitute a right to return the Goods without giving any reason under Article 13 of these GTC.

q. In the case of fursuits, given the nature of the Product, the following in particular shall be regarded as normal wear and tear (unless otherwise agreed): overall felting / flattening of the fur in friction zones (neck, armpits, joints, strap contact areas), minor pilling on textiles, reduction of fibre sheen, reasonable shedding of fibres / hairs, scuffing of soles and paw pads, compression of fillings, loosening of hook-and-loop fasteners, micro-scratches on painted parts and cosmetic changes caused by sweat or UV exposure. Such changes are not considered defects if they correspond to the intensity and manner of use.

r. Rights arising from defective performance or from this voluntary guarantee do not arise if the defect has occurred in particular as a result of

   I. mechanical damage (catching on an obstacle, fall, tearing)

   II. use contrary to the care instructions or maintenance recommendations (for example, machine washing, tumble-drying, use of chemicals / solvents, prolonged exposure to high temperatures / UV),

   III. improper repair or intervention,

   IV. excessive strain beyond the normal use of the costume (acrobatics, intensive dance performances with falls, sporting activities),

V. neglect of ongoing maintenance and airing after use.

s. Hygiene requirements for the handover of Goods subject to a complaint
When handing over Goods for assessment of a complaint, the Buyer shall provide the necessary cooperation and ensure that the condition of the product does not endanger the health of persons handling it.
Given the nature of fursuits as products worn on the body, the Seller requires the Goods to be appropriately cleaned and treated for hygiene before physical handover for assessment of a complaint, provided that the nature of the alleged defect permits this and that doing so will neither remove the defect nor make its assessment more difficult.
The Seller may refuse physical acceptance of Goods where their condition presents a specific hygiene or health risk, particularly in the case of visible contamination by blood, bodily secretions, excrement, mould or other potentially hazardous biological substances.
In such a case, the Seller shall inform the Buyer of the reason for refusing physical acceptance and, without undue delay, discuss with the Buyer a safe method of handover or an alternative way of assessing the alleged defect.
Refusal of physical acceptance of the Goods on the hygiene grounds specified above does not affect the Buyer's right to make a complaint or the Seller's obligation to handle the complaint in accordance with applicable law.
Ordinary soiling or wear and tear of a product is not, in itself, grounds for automatically rejecting a complaint.
This provision does not affect statutory complaint-handling time limits or any other rights of the Buyer arising from defective performance.

ARTICLE 10. ETHICAL USE OF GOODS, HYGIENE AND LIMITATIONS OF RIGHTS

a. The Customer acknowledges and agrees that the purchased Goods (in particular costumes) must not be used for any purposes connected with the creation, promotion or presentation of pornographic material, nor for any activity that could damage the good reputation of the creator (Z&C CREATIONS). This provision is aimed in particular at use in visual or audiovisual media containing sexually explicit content. A breach of this provision does not affect the Buyer’s statutory rights; however, rights arising from defective performance and under any guarantee do not arise to the extent that the Buyer has caused the defect themselves, as follows from the Civil Code of the Czech Republic (see Section 2167(1) of Act No. 89/2012 Coll.).

b. Hygiene and safety requirements. Given the nature of the Goods produced, particularly fursuits, the Seller may adopt reasonable hygiene and safety measures when handling products showing signs of biological contamination.
Where there is visible biological contamination, the Seller may individually agree with the Buyer on a safe method of handing over and assessing the product. The mere existence of biological contamination does not automatically exclude the Buyer's right to make a complaint.

c. Alternative methods of complaint assessment. In justified cases, the Seller may propose assessing an alleged defect on the basis of photographs, videos or another suitable method that enables the complaint to be properly assessed.
Such a procedure must not restrict the Buyer's statutory rights or circumvent the statutory time limits for handling complaints.

d. Prior notification of shipments relating to complaints. For hygiene and organisational reasons, we recommend that the Buyer contact the Seller before sending Goods subject to a complaint, in order to agree on an appropriate shipping method, secure packaging and handover.
However, prior approval of the shipment by the Seller is not a condition for validly making a complaint or exercising statutory rights arising from defective performance. Where the Goods are visibly biologically contaminated, the subsequent handling and assessment procedure shall be agreed individually, taking account of health protection, hygiene requirements and the Buyer's statutory rights.

e. Reference to hygiene rules in complaints. Further details on hygiene requirements and care in connection with assessment are set out in Article 9(s) of these GTC.

ARTICLE 11. COOPERATION OF THE CUSTOMER AND SUSPENSION OF PRODUCTION

a. The Customer undertakes, during the production process, to provide Z&C CREATIONS with the cooperation necessary for the proper completion of the commission. In particular, the Customer is obliged to

   I. respond in a timely manner to questions and proposed changes sent by Z&C CREATIONS

   II. approve or comment on designs, sketches and material or colour combinations sent to them

   III. provide and, where necessary, update the required information, such as measurements, delivery address and contact details.

b. Z&C CREATIONS is entitled to request the Customer’s cooperation by E-mail or via another communication channel specified in the Order, in particular the Telegram application. A request for cooperation shall be deemed delivered at the moment of dispatch.

c. If the Customer does not respond to a request for cooperation within 14 days of its dispatch, Z&C CREATIONS shall be entitled to

   I. suspend work on the commission and move the commission to the end of the production queue

   II. reasonably extend the expected completion time of the commission by the period during which the Customer is in default with their cooperation. In such a case, Z&C CREATIONS shall not be in default with the delivery of the Goods

d. If the Customer’s default in cooperation lasts for more than 3 months from the first request and the Customer fails to provide cooperation even after at least two reminders, such default shall be deemed a material breach of the Purchase Contract by the Customer. In such a case, Z&C CREATIONS shall be entitled to withdraw from the Purchase Contract. The withdrawal shall take effect on the day on which the notice of withdrawal is delivered to the Customer.

e. In the event of withdrawal under Article 11(d), Z&C CREATIONS may retain amounts already paid to the extent that they correspond to the Seller's legitimate claims, in particular:

   I. reasonably incurred costs of materials and any subcontracted services;

II. the value of work demonstrably performed on the commission to date, including time spent preparing designs, communicating with the Customer, conducting technical consultations and carrying out the production itself. The value of such work shall be determined reasonably according to the stage reached by the commission or on the basis of time demonstrably worked, at a rate of up to CZK 300 per hour;

III. other reasonably incurred costs relating to the commission, where the Seller has a legitimate claim for their reimbursement.

Financial settlement shall also be carried out in accordance with Article 14(l) of these GTC. The same claims must not be charged twice.

f. The provisions of this Article shall apply accordingly (mutatis mutandis) also in cases where the Customer temporarily loses the ability to communicate for serious personal reasons, for example due to being called up for service in the armed forces, a long-term business trip or a serious health condition. In such a case, Z&C CREATIONS may suspend the commission, reasonably postpone the production deadline and agree on a specific solution with the Customer individually, without undue delay after communication has been restored..

g. Extraordinary consultations and changes to the brief

I. Ordinary consultations necessary to clarify, carry out and properly complete the agreed commission are included in its Price, unless expressly agreed otherwise.

II. Extraordinary consultations include, in particular, additionally requested technical designs, repeated reworking of an already approved specification, assessment of new individual alternatives and other activities beyond the originally agreed scope of the commission.

III. The Seller may offer such extraordinary consultations as a separately chargeable service at a rate of up to CZK 300 per hour. Consultations may be billed in 15-minute increments according to the actual time spent.

IV. Before a chargeable consultation begins, the Buyer must be informed of its Price or the method used to calculate it. The consultation shall be carried out only after the Buyer's prior express consent.

V. If the Buyer does not agree to the Price of an extraordinary consultation, the Seller is not obliged to carry out the requested change beyond the original brief.

VI. This provision does not affect the Seller's duties to provide information necessary for the proper performance of the Contract or the Buyer's rights relating to complaints or other statutory claims.

ARTICLE 12. SALES AT STALLS (IN-PERSON CONCLUSION OF THE PURCHASE CONTRACT)

a. In the case of a purchase at a stall, the Purchase Contract is concluded at the moment the Goods are taken over and the Purchase Price is paid.

b. In the case of Goods manufactured according to the Buyer's individual requirements or tailored to their personal needs, in particular custom-made costumes (fursuits) and individually manufactured accessories, the voluntary right to return Goods without giving a reason under Article 12(c) of these GTC does not apply, unless the parties expressly agree otherwise.
This provision does not affect the Buyer's statutory rights, including rights arising from

defective performance or the right to withdraw from the Contract on grounds provided for by the Civil Code.
If the statutory provisions governing contracts concluded at a distance or away from business premises apply to a particular method of concluding the Contract, the relevant statutory rules, including any exceptions under Section 1837 of the Civil Code, shall apply.

c. For ready-made Goods purchased at a stall, we grant the Buyer – where the Buyer is a consumer – a voluntary right to withdraw from the Purchase Contract within 14 days of takeover; this does not apply to Goods referred to in point (b).

d. Withdrawal may be exercised in writing by sending it to the Seller's postal address or E-mail stated in these GTC.

e. The Buyer acknowledges that the General Terms and Conditions are always available for inspection at the stall in printed form, and by signing or by taking over the Goods confirms that they had the opportunity to familiarise themselves with them before the conclusion of the Purchase Contract.

ARTICLE 13. PROTECTION OF PERSONAL DATA

a. The controller of personal data is Z&C CREATIONS, Soňa Sychrová, ID No. 23780568, e-mail: fursuits@zccreations.cz.

b. The Customer's personal data (first name, surname, address, telephone number, e-mail address and, where applicable, a link to their Telegram account) are processed for the following purposes:
I. processing the Order and performance of the Purchase Contract;
II. issuing accounting documents;
III. delivery of the Goods;
IV. keeping accounts and records of commissions;
V. protection of the rights of Z&C CREATIONS (for example in connection with complaints or dispute resolution).

c. The legal basis for processing is the performance of the Purchase Contract pursuant to Article 6(1)(b) of the GDPR, compliance with legal obligations pursuant to Article 6(1)(c) of the GDPR, and the controller's legitimate interests pursuant to Article 6(1)(f) of the GDPR (for example, protection against legal claims).

d. Recipients of personal data
The Buyer's personal data may, to the extent necessary, be disclosed to third parties, particularly providers of delivery and payment services, accounting and technical service providers, and cooperating artists where their involvement is necessary to perform the agreed commission.
Personal data may also be disclosed to competent public authorities where required by law. The Seller discloses personal data only to the extent necessary for the particular purpose and subject to the conditions laid down by applicable law.

e. The data are stored for the duration of the contractual relationship and thereafter for the period required by applicable legal regulations (for example under accounting laws – typically 10 years).

f. The Customer has the right to request access to their personal data, their rectification or erasure, restriction of processing, to object to processing, and the right to data portability.

g. If the Customer disagrees with the processing of their personal data, they have the right to lodge a complaint with the Office for Personal Data Protection (www.uoou.cz).

h. Transfers of personal data outside the European Economic Area
In connection with the performance of individual commissions, necessary personal data may exceptionally be transferred to recipients located outside the European Economic Area (EEA), in particular when delivering Goods or collaborating with artists abroad.
Any such transfer shall take place only where the requirements of Chapter V of the GDPR are met, in particular on the basis of a European Commission adequacy decision, appropriate safeguards or a statutory derogation applicable to the specific circumstances.
The Buyer may request further information about transfers of personal data and the safeguards applied by contacting the Seller at the contact e-mail address.

i. To exercise their rights in the area of personal data protection, the Customer may contact the controller by E-mail at fursuits@zccreations.cz.

j. Disclosure of contact details to cooperating artists
Where a commission includes the creation of an individual character reference image (reference sheet) by an independent artist, the Seller may disclose the Buyer's contact details to that artist to the extent necessary to arrange the agreed service and enable mutual communication.
Such details may include, in particular, the Buyer's name or chosen nickname and e-mail address, as well as any social-media contact voluntarily supplied by the Buyer for this purpose.
The Buyer shall be informed of the artist's involvement and the purpose of the disclosure of personal data. If the artist operates outside the European Economic Area, the transfer shall be made only subject to the conditions set out in Article 13(h) of these GTC.

ARTICLE 14. WITHDRAWAL FROM THE PURCHASE CONTRACT

a. Withdrawal from the Purchase Contract, i.e. termination of the contractual relationship between you and us with effect from its inception, may take place for the reasons and in the manners set out in this Article and in other provisions of these GTC where the possibility of withdrawal is expressly provided.

b. If you are a consumer, i.e. a natural person purchasing Goods outside the scope of your business activity, you have, in accordance with Section 1829 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, the right to withdraw from the Purchase Contract without giving any reason within 14 days from the date of conclusion of the Purchase Contract, or, in the case of a contract for the purchase of Goods, within 14 days from the date on which you take over the Goods. Where we have concluded a Purchase Contract for several items of Goods or for the delivery of several parts of Goods, this period shall begin only on the date of delivery of the last item or part of the Goods; where we have concluded a Purchase Contract on the basis of which we will deliver the Goods to you regularly and repeatedly, the period shall begin on the date of delivery of the first delivery.

c. In the case of Goods manufactured according to the Buyer's individual requirements or tailored to their personal needs, particularly fursuits produced according to an individual reference image, body measurements and other specific requirements, a Buyer who is a consumer does not have the right to withdraw from the Contract without giving a reason under Section 1829 of the Civil Code, in accordance with the exception in Section 1837(d) of the Civil Code.
This exception may apply from the moment the Contract is concluded, regardless of whether production itself has begun.
This does not affect the Buyer's other statutory rights, in particular rights arising from defective performance or the right to withdraw from the Contract on grounds provided for by law.

d. You may withdraw from the Contract by any verifiable method, in particular by sending an e-mail to the address stated in our contact details. You may also use the model withdrawal form provided by us, which forms Annex No. 2 to these GTC.

e. The exceptions provided for in Section 1837 of the Civil Code concern the consumer's right to withdraw from a Contract without giving a reason. They do not affect the Buyer's other statutory rights, in particular rights arising from defective performance or the right to withdraw from the Contract due to the Seller's breach of contractual obligations.

f. The withdrawal period under Article 14(b) of these GTC is deemed observed if you send us notice of your withdrawal from the Contract within that period.

g. If you withdraw from the Contract under Article 14(b) of these GTC, you must send the Goods back to us within 14 days of withdrawal.
You shall bear the costs of returning the Goods if we duly informed you of that obligation before the Contract was concluded; otherwise, we shall bear those costs.
You are entitled to a refund of the delivery Price paid, but only up to the amount corresponding to the least expensive delivery method offered by us.

h. Where the Buyer validly withdraws from the Contract without giving a reason under Article 14(b) of these GTC and no statutory exception under Section 1837 of the Civil Code applies, refunds shall be governed by Article 14(j) of these GTC.
Payments shall be refunded using the same means of payment by which they were received, unless the parties agree otherwise and the Buyer incurs no additional costs as a result.
The Seller is not obliged to refund payments before receiving the returned Goods or before the Buyer provides proof that the Goods have been dispatched, whichever occurs first, to the extent provided for in Section 1832 of the Civil Code.

i. Where you withdraw from the Contract under Article 14(b) of these GTC, you are liable for any reduction in the value of the Goods resulting from handling them in a manner other than necessary to establish their nature, characteristics and functionality, that is, other than how you would normally examine the Goods in a physical retail shop.
If we have not yet refunded the Price, we are entitled to set off our claim arising from the reduction in value against your claim for a refund of the Price.
This does not apply if we failed, before conclusion of the Contract, to fulfil the information obligation concerning the right of withdrawal under Section 1820(1) of the Civil Code.

j. Where a Buyer who is a consumer validly withdraws from the Contract without giving a reason under Section 1829 of the Civil Code and no statutory exception under Section 1837 of the Civil Code applies, the Seller shall refund all payments received without undue delay and no later than 14 days after withdrawal, subject to the conditions laid down in Section 1832 of the Civil Code.
In other cases of early termination of the Contract, the financial settlement shall be governed by the legal ground for termination, the relevant provisions of the Civil Code, these GTC and any individual Amendment to the GTC.
This provision does not affect statutory time limits for refunds or any other statutory rights of the Buyer.

k. Early termination of a commission by agreement

   I. The Buyer may request that the Seller terminate an individual commission early. Where the Buyer has no statutory or contractual right to terminate the commission unilaterally, its termination may be agreed by mutual written agreement of the parties.

   II. Such agreement may include a reasonable cancellation charge, the amount or calculation method of which must be expressly agreed by both parties.

   III. When determining the cancellation charge, account shall be taken in particular of the stage of completion of the commission, the extent of the work performed, costs already incurred and other circumstances surrounding its termination.

   IV. The cancellation charge must not constitute a disproportionate penalty or result in the same claims being charged twice.

l. Financial settlement of an early-terminated commission

   I. Where a commission is terminated early, the financial settlement shall be carried out according to the legal ground for termination of the Contract and the applicable laws.

   II. Where the Seller has a legitimate claim for payment for performance already provided or costs already incurred, the settlement may take account in particular of: reasonably incurred costs of materials and subcontracted services; the value of work demonstrably performed; and other legitimate costs and claims arising directly from the commission.

   III. The Seller shall provide the Buyer with a clear financial statement. Payments already received, including Deposits and Interim Payments, shall be credited against the Seller's legitimate claims.

   IV. If the Seller's legitimate claims exceed the amounts already paid, the Seller may claim payment of the difference. Otherwise, the corresponding overpayment shall be refunded to the Buyer.

   V. This provision does not give rise to any right to automatic forfeiture of the entire Deposit and does not restrict the Buyer's statutory rights.

ARTICLE 15. RESOLUTION OF DISPUTES WITH CONSUMERS

a. We handle consumer complaints via the e-mail address fursuits@zccreations.cz. Information on the handling of a complaint will be sent to the Buyer’s e-mail address.

b. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID No. (IČO): 00020869, website: https://coi.gov.cz, is the competent body for out-of-court settlement of consumer disputes arising from the Purchase Contract.

ARTICLE 16. FINAL PROVISIONS

a. If our legal relationship with you contains an international element (for example, where we deliver Goods outside the territory of the Czech Republic), the relationship shall always be governed by the laws of the Czech Republic. However, if you are a consumer, this agreement does not affect any of your rights arising from mandatory legal regulations applicable to you.

b. All written correspondence shall be delivered by electronic mail. Our E-mail address is set out in our identification details in these GTC. We will send correspondence to your E-mail address stated in the Purchase Contract.

c. The Purchase Contract may be amended only on the basis of a written agreement between you and us. However, we are entitled to amend and supplement these GTC; such changes shall not affect Purchase Contracts already concluded, but only those concluded after the effective date of the change, or Purchase Contracts under which we are to deliver Goods to you on a regular and recurring basis. Information about any change will be sent to your E-mail address at least 14 days before the change takes effect. If we do not receive from you, within 14 days of sending the information about the change, a notice of termination of a Purchase Contract for regular and recurring deliveries of Goods, the new terms shall become part of our Purchase Contract and shall apply to the next delivery of Goods following the effective date of the change. The notice period, if you give notice, shall be 2 months.

d. In the event of force majeure or events that cannot be foreseen (such as natural disaster, pandemic, operational failures, outages of subcontractors and similar), we shall not be liable for damage caused as a result of or in connection with cases of force majeure. If the situation of force majeure lasts for more than 10 days, both you and we shall have the right to withdraw from the Purchase Contract.

e. Annexes to these GTC include a model complaint form and a model form for withdrawal from the Purchase Contract.

f. The Purchase Contract, including these GTC, is archived by us in electronic form and is not accessible to you. However, you will always receive these GTC and the Order confirmation with a summary of the Order by E-mail, and you will therefore always have access to the Purchase Contract even without our cooperation. We recommend that you always save the Order confirmation and these GTC.

g. For individual Purchase Contracts, a separate amendment (addendum) to these General Terms and Conditions may be concluded. Such an amendment is binding only on the contractual parties to the specific commission and, to the extent that it conflicts with these General Terms and Conditions, it shall take precedence over them.

h. These GTC shall take effect on 20 November 2026.

ANNEX NO. 1 - COMPLAINT FORM (TO BE SENT ELECTRONICALLY)

Addressee: fursuits@zccreations.cz

Complaint submission

Date of conclusion of the Purchase Contract:	
First name and surname:	
Address:	
E-mail address:	
Goods you are complaining about:	
Description of defects and of the Goods:	
Proposed method of resolving the complaint:	

I also request that you issue a confirmation of the lodging of this complaint, stating the date on which I exercised this right, the content of the complaint, the method of resolution I am requesting, together with my contact details for the purpose of being informed about the resolution of the complaint.

Date:

Signature:

ANNEX NO. 2 – WITHDRAWAL FROM THE PURCHASE CONTRACT FORM (TO BE SENT ELECTRONICALLY)

Addressee: fursuits@zccreations.cz

I hereby declare that I am withdrawing from the Purchase Contract:

Date of conclusion of the Purchase Contract:	
First name and surname:	
Address:	
E-mail address:	
Specification of the Goods to which the Purchase Contract relates:	
Preferred method for refund of the amounts received, including bank account number where applicable:	

Where the Buyer is a consumer, they may withdraw from the Purchase Contract without giving any reason within 14 days (for Goods: 14 days from takeover; for services: 14 days from conclusion). For contracts for several items or parts, the period runs from delivery of the last item or part; for contracts with regular and repeated deliveries, from the first delivery. Sending the notice of withdrawal within this period is sufficient. This right does not apply in the cases listed in Section 1837 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic. The Buyer may notify withdrawal in writing to the Seller's postal address or by e-mail to the address indicated in this form; use of this form is optional.

If the Buyer withdraws from the Contract in accordance with Section 1829 of the Civil Code, the Buyer must send or hand over the Goods to the Seller no later than 14 days after withdrawal. The Buyer shall bear the direct costs of returning the Goods, provided that the Buyer was duly informed of this obligation before the Contract was concluded. Where Goods cannot, by their nature, be returned by ordinary post, the Buyer shall be informed before conclusion of the Contract of the estimated costs of returning them.

The Seller will refund all payments received, including delivery costs up to the amount corresponding to the cheapest delivery method offered, without undue delay and at the latest within 14 days of withdrawal, using the same means of payment, unless expressly agreed otherwise and without any additional costs for the Buyer. The Seller may withhold the refund until the Goods are received back or until the Buyer proves that they have sent the Goods back (whichever occurs first).

The Buyer is liable for any decrease in the value of the Goods resulting from handling them in a manner other than that necessary to familiarise themselves with the nature, characteristics and functioning of the Goods.

Date: Signature: