**GENERAL TERMS AND CONDITIONS for SPARKLE\*ME e-shop**

**1) These General Terms and Conditions ("Terms") apply to the purchase of goods in the Sparkle\*Me online shop** [**www.sparkleme.store**](http://www.sparkleme.store/) **(hereinafter referred to as the "eshop") operated by Czechia trading company s.r.o. Mečeříza 220, 29477, ID No.: 17556643, VAT No.: CZ17556643, Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 379353, e-mail: info@sparkleme.store ("We" or "Seller") regulate these Terms and Conditions in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll, Civil Code, as amended (the "Civil Code"), the mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or pursuant to the purchase contract (the "Contract")**

**All information about the processing of your personal data is contained in the Personal Data Processing Policy, which can be found at** [**www.sparkleme.store/gdpr**](http://www.sparkleme.store/gdpr)

**The provisions of these Terms and Conditions form an integral part of the Contract. The Contract and the Terms and Conditions are in Czech or English. We may unilaterally amend or supplement the Terms and Conditions. This provision does not affect any rights and obligations arising during the period of effectiveness of the previous version of the Conditions.**

**As you know, we primarily communicate remotely. Therefore, our Contract is also subject to the use of means of distance communication that allow us to agree with each other without the simultaneous physical presence of Us and You, and the Contract is thus concluded remotely in the E-shop environment, through the interface of the website ("E-shop web interface").**

**If any part of the Terms contradicts what We have mutually agreed as part of the process of Your purchase on Our E-Shop, that particular agreement will prevail over the Terms.**

**2) DEFINITION OF TERMS**

**Price means the amount of money you will pay for the Goods;**

**Shipping Price is the amount of money you will pay for the delivery of the Goods, including the cost of packing them;**

**Total Price is the sum of the Price and the Shipping Charge;**

**VAT is the value added tax in accordance with the applicable laws of the country concerned;**

**Invoice means a tax document issued in accordance with the Value Added Tax Act in respect of the Total Price;**

**Order is Your binding proposal to enter into a Contract for the purchase of Goods with Us;**

**User Account means an account established on the basis of the data provided by You, which allows You to store the data entered and to keep a history of the Goods ordered and Contracts concluded;**

**You, the Buyer, the Customer are the person shopping on Our E-shop, legally referred to as the Buyer;**

**Goods are everything you can buy on Our E-shop.**

**Shipment means the contents of a package of goods purchased on Our E-shop**

**3) DESCRIPTION OF GOODS**

**Our swimwear and accessories are made from high quality Spanish and Italian swimwear with UPF 50+ certification and made in custom colors. These are limited edition fabrics in recycled polyester and elastane complemented by handmade swimwear accessories and temporary gold tattoos.**

**Individual accessory pieces are hand sewn and may vary slightly. Due to the handmade and eco-friendly nature of the products, availability may be limited.**

**3)a. Sizes and customization**

**Each piece in our collection is created with love and respect - for you, for nature, and for each person involved. Swimsuits are free of buckles, buttons or other mechanical fasteners and shrinking elements that are only uncomfortable when worn. The swimsuits have drawstrings that can always be adjusted to the correct size. We recommend measuring your current bikini before purchasing to ensure you order the correct size. Ordering multiple sizes with the plan to "return some later" not only puts an unnecessary burden on our team, but also on the planet (and your wallet - return shipping is at your expense). 💸🌍**

**Sizes S/M - covers dress size 36-40**

**Top height 19cm, width 22cm,**

**Brazilian waist 57,5cm, front height from seam 23,5cm, back height 17cm.**

**Size L/XL - covers dress size 42-46**

**Top height 21cm, width 24,5cm,**

**Brazilian waist 64,5cm, front seam height 25,5cm, back height 19cm.**

**3) b. Character of material and care of Sparkle\*Me shimmery swimwear**

**- Hand wash only, do not wring, as this will cause streaks and breaks in the fabric, just soak in lukewarm, potable water (max. 30 °C), without using conventional detergents, or use ONLY a detergent designed exclusively for swimwear**

**- Do not use a washing machine, tumble dryer or fabric softener and do not iron - this may damage the fabric and cause loss of glitter.**

**- Do not TUMBLE DRY, and after removing from the water bath, allow to dry loosely spread out on a towel.**

**- Do not wear in hot tubs or thermal baths, where the more aggressive chemicals and higher water temperature may cause deterioration of the material and LOOSE of the SPARKLE.**

**- When applying sunscreens and oils or other chemicals to the body, avoid swimwear. Always, preferably, apply sunscreen all over your body and wear your swimsuit and swimsuit accessories after the sunscreen dries.**

**Fine glitter may gradually loosen during use - this is not a defect but a natural property of the material.**

**Proper care will prevent more glitter from separating from the shine of the swimsuit. Failure to follow these instructions may lead to a shortened product life and cannot be accepted as grounds for a claim!**

**Material 85% recycled polyester and 15% elastane, 200gr/m2. Recycled yarns from plastic bottles, solar energy printing process, digital printing of fabric without water. UPF 50+ is a matter of course.**

**3) c. Gold tattoo care**

**A gold tattoo is a temporary glitter image that is applied to clean skin. In case of sensitive skin, we do not recommend to use it. Avoid applying oily tattoo products if you already have the image on your body. You will prolong its durability and it will last longer for the duration of your holiday. Apply sunscreen carefully only around the tattoo.**

**Once applied to the skin, there is no recourse.**

**4) General provisions and instructions**

**Purchase of the Goods is only possible via the web interface of the E-shop for the time being, if other possibilities arise we will indicate them on our E-shop.**

**When purchasing the Goods, it is Your obligation to provide Us with all information correctly and truthfully. We will therefore consider the information you have provided to Us in the Order to be correct and true.**

**We will also provide access to reviews of the Goods made by other consumers on Our E-Shop in the future. We ensure and control the authenticity of such reviews by linking the reviews to specific Orders, so we can see the linked Order ID for each review in our internal system and thus are able to verify and prove that the review is from a real consumer.**

**5) CONTRACT CLOSURE**

**A contract with Us can be concluded in Czech or in English.**

**The contract is concluded remotely via the E-shop, with the cost of using remote means of communication being borne by You. However, these costs do not differ in any way from the basic rate you pay for the use of these means (i.e. in particular for access to the Internet), so you do not have to expect any additional costs charged by Us beyond the Total Price. By submitting an Order, You agree to Our use of remote communication facilities.**

**In order for Us to enter into the Contract, You need to create an Order on the E-shop. This proposal must include the following information:**

**Information about the Goods you are purchasing (on the E-shop you mark the Goods you are interested in purchasing with the "Add to Cart" button);**

**Information about the Price, Shipping Charge, Total Price payment method and desired delivery method of the Goods; this information will be entered as part of the Order creation within the E-shop user interface, and the Price, Shipping Charge and Total Price information will be provided automatically based on the Goods, delivery and payment method you have selected;**

**Your identification and contact details used to enable us to deliver the Goods, in particular your name, surname, delivery address, telephone number and email address.**

**During the process of creating the Order, you may change and check the data until its completion. Once the check has been made by pressing the "Order with payment obligation" button, the Order will be completed. However, before pressing the button, you must confirm that you have read and agreed to these Terms and Conditions, otherwise you will not be able to complete the Order. The checkbox is used to confirm and agree. After pressing the "Order with payment obligation" button, all completed information will be sent directly to us.**

**We will confirm your Order as soon as possible after it has been delivered to Us by a message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms and Conditions as an attachment to the email message. The Terms and Conditions as in force on the date of the Order, i.e. as attached as an attachment to the confirmation email, form an integral part of the Contract. Confirmation of the Order constitutes the conclusion of the Contract between Us and You.**

**There may be occasions when We are unable to confirm an Order to You. These include situations where the Goods are not available or where You order more Goods than We are able to supply. However, we will always provide you with information about the maximum number of Goods in advance within the E-shop and it should not come as a surprise to you. In the event that there is any reason why we cannot confirm an Order, we will contact you and send you an offer to enter into a Contract in a form amended from the Order. In such a case, the Contract will be concluded at the time You confirm Our offer.**

**In the event that a manifestly incorrect Price is quoted within the E-shop or in the Order, We shall not be obliged to supply the Goods to You at that Price even if You have received confirmation of the Order and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to enter into a new Contract in an amended form compared to the Order. In such a case, the new Contract will be concluded at the moment You confirm Our offer. An apparent error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other retailers or a missing or missing digit.**

**In the event that the Contract is concluded, You are obliged to pay the Total Price.**

**If you have set up a User Account, you may place an Order through it. However, even in this case, you are obliged to check the accuracy, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is the same as in the case of a buyer without a User Account, but the advantage is that it is not necessary to fill in your identification data repeatedly.**

**In some cases, we allow you to take advantage of a discount on the purchase of Goods. In order for the discount to be granted, you must fill in the details of the discount in the pre-designated field within the Order proposal. If you do so, the Goods will be provided to you at a discount.**

**6) User Account**

**Based on your registration within the E-shop, you can access your User Account.**

**When registering your User Account, it is your responsibility to provide all the details you enter correctly and truthfully and to update them if they change.**

**Access to the User Account is secured by a username and password. It is your responsibility to maintain the confidentiality of these access details and not to disclose them to anyone. In the event that they are misused, we will not be liable for this.**

**The user account is personal and you are therefore not entitled to allow third parties to use it.**

**We may cancel your User Account, in particular if you have not used it for more than 5 years or if you breach your obligations under the Agreement.**

**The User Account may not be available continuously, in particular with regard to necessary maintenance of hardware and software.**

**7) PRICING AND PAYMENT TERMS, RETENTION OF TITLE**

**The price is always indicated within the E-shop, in the Order proposal and of course in the Contract. In the event of a discrepancy between the Price stated for the Goods within the E-shop and the Price stated in the Order Proposal, the Price stated in the Order Proposal shall apply and shall always be the same as the price in the Contract. The Price for shipping is also indicated within the Order proposal.**

**The total price is inclusive of VAT including any charges provided for by law.**

**Payment of the Total Price will be required from You after the Contract has been concluded and before delivery of the Goods. You may pay the Total Price by the following methods:**

**By bank transfer. We will send you the information for making the payment within the Order confirmation. In the case of payment by bank transfer, the Total Price is payable within 1 day of purchase, in particular to guarantee the same exchange rate according to the CNB. Should the exchange rate be different, we are entitled to contact the customer with a modified new purchase contract and a modified price according to the current exchange rate set by the CNB.**

**Card online. In this case, payment is made immediately through the payment gateway, and payment is subject to the terms and conditions of the payment gateway of your choice, which are available at the payment gateway provider's address. In the case of payment by card online, the total price is payable on the same day and is based on the daily exchange rate of the CNB.**

**Alternatively, COD if we choose to allow this payment method. In this case, payment will be made on delivery of the Goods against delivery of the Goods. In the case of payment by cash on delivery, the Total Price is payable on receipt of the Goods.**

**Cash on collection in person. Cash can be paid for Goods if collected at Our premises if We establish one. In the case of payment in cash on collection in person, the Total Price is payable on receipt of the Goods.**

**An invoice will be issued electronically upon payment of the Total Price and will be sent to your email address. Alternatively, the invoice will also be available in the User Account if it is possible to create a user account on the e-shop website.**

**Ownership of the Goods will only pass to you once you have paid the Total Price and taken possession of the Goods. In the case of payment by bank transfer, the Total Price is paid by crediting Our account, otherwise it is paid at the time of payment.**

**8) DELIVERY OF GOODS - transfer of ownership**

**In the event that the Goods have not been listed in the E-shop as in stock, in production, pre-order etc. and an indicative period of availability has been given, we will always inform you in the event:**

**a change in the date of manufacture of the goods than indicated**

**an extraordinary failure in the production of the Goods, and we will always inform you of the new expected period of availability or that the Goods cannot be delivered;**

**a delay in delivery of the Goods from Our Supplier and We will always tell You the new expected delivery time.**

**The Goods will be delivered to you in accordance with the information provided on the e-shop site at your option, and you may choose from the following options:**

**Delivery via transport companies such as PPL CZ, DHL, Zásilkovna and others operating in your country.**

**Personal collection at the company's delivery points e.g. Zásilkovna, Uloženka or others operating in your country;**

**Alternatively, personal collection at Our premises, if We decide to establish one.**

**8) a. Receipt of the shipment**

**The delivery time of the Goods always depends on their availability and on the chosen method of delivery and payment. The estimated time of delivery of the Goods will be advised to You in the Order Confirmation. The time stated in these Terms is indicative only and may differ from the actual delivery time. In the case of personal collection at our premises, we will always inform you of the possibility of collecting the Goods by e-mail.**

**Upon receipt of the Goods from the carrier, it is your responsibility to check the integrity of the packaging of the shipment and in the event of any defects, to notify the carrier and us immediately. In the event that there is a defect in the packaging which indicates tampering and entry into the shipment, it is not your responsibility to accept the Goods from the carrier.**

**Refusal to accept a shipment due to visible damage to the packaging shall not be deemed to be an unreasonable refusal of the Goods.**

**By accepting the shipment from your chosen carrier company, you as the Buyer confirm that the shipment was delivered in good order and that subsequent claims for packaging damage are no longer possible.**

**8) b. Failure to accept the shipment and the cost of redelivery**

**In the event that You breach Your obligation to accept the Goods, except as provided in the preceding clause, this shall not result in a breach of Our obligation to deliver the Goods to You. At the same time, Your failure to accept the Goods shall not constitute a repudiation of the Contract between Us and You. However, in such a case We shall have the right to withdraw from the Contract on the grounds of Your material breach of the Contract, for which We shall be liable to pay the costs of shipping and handling to You. These costs will be deducted from the amount we refund to you. If we decide to cancel the Contract, the cancellation is effective on the date we deliver the cancellation to you. Withdrawal from the Contract does not affect any entitlement to reimbursement of the costs see above and, if applicable, any entitlement to damages.**

**If, for reasons arising on Your part, the Goods are redelivered or delivered in a different manner than agreed in the Contract, it is Your responsibility to reimburse Us for the cost of redelivery to Us and the cost of redelivery to You. The payment details for payment of these costs will be sent to You at Your email address set out in the Contract and are payable immediately, i.e. before the next delivery attempt, otherwise the redelivery will not take place.**

**You, as the customer, are responsible for the timely collection of the parcel from the delivery points (Post Office, Zbox, Parcel Office, etc.). In the event of non-collection of the parcel and its return to the sender, a fee for non-collection will be charged, which will cover the cost of transport and packaging according to the price list of your chosen destination and delivery point. This fee will be deducted when any refund is made or requested before the shipment is resent.**

**The buyer acquires ownership of the goods only upon full payment of the purchase price, including shipping costs and any related services - but not before taking delivery of the shipment.**

**Liability for accidental destruction, loss or damage of the goods shall pass to the Buyer at the moment of its receipt or at the moment when the Buyer was obliged to accept the shipment but failed to do so in violation of the concluded contract.**

**9) withdrawal from the contract**

**9) a. Withdrawal from the contract by you within the first 14 days of receipt of the goods**

**In case you are a consumer, i.e. a person purchasing the Goods outside the scope of his/her business activity, you have the right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract, or if it is a purchase of goods, then within 14 days from its receipt.**

**In the event that we have concluded a Contract, the subject of which is several pieces of Goods or the delivery of several parts of Goods, this period shall begin to run for each part of the Goods, from the date of receipt of each such piece of Goods.**

**The 14 day withdrawal period shall be deemed to have been observed if You send Us notice that You are withdrawing from the Contract during that period.**

**You may withdraw from the Contract by any demonstrable means, in particular by sending the email specified on our website.**

**However, even as a consumer, you may not withdraw from the Contract in cases where the subject of the Contract is the performance referred to in Section 1837 of the Civil Code.**

**In the event of withdrawal from the Contract, you are obliged to send the Goods to Us within 14 days of withdrawal and the costs associated with the return of the Goods shall be borne by you, i.e. the Buyer.**

**In the event of withdrawal from the Contract, the Price will be refunded within 14 days from the effective date of withdrawal to the account from which it was credited or to the account selected in the withdrawal. However, the amount will not be refunded before the Goods are delivered. If we incur costs associated with the return of the Goods we are entitled to set these against the amount to be refunded to you.**

**Terms of withdrawal:**

**- The Goods must be returned complete, unused, undamaged, clean, without signs of wear or use, including original tags and suction cups not removed, and in original packaging that ensures the Goods do not wrinkle and prevents moisture from entering the Goods from the surrounding area.**

**- In the event that accompanying goods (e.g. gifts, accessories) have been provided free of charge with the goods, the Buyer shall return them together with the goods.**

**- The goods must not be altered in any way, as this would be considered as depreciation of the goods.**

**- However, in the event of withdrawal from the Contract in accordance with the 14-day period provided by law, You shall be liable to Us for any diminution in the value of the Goods resulting from handling the Goods in a manner other than that necessary to familiarise You with the nature, features and functionality of the Goods, i.e. in the manner in which You would familiarise Yourself with the Goods in a bricks-and-mortar shop. In the event that we have not yet refunded the Price to you, we shall be entitled to set off the claim for costs against your claim for reimbursement of the Price.**

**9) b. Withdrawal from the contract by you**

**- We shall be entitled to withdraw from the Contract at any time before we deliver the Goods to you if there are objective reasons why the Goods cannot be delivered (in particular, reasons on the part of third parties or reasons relating to the nature of the Goods), even before the expiry of the 14 day statutory period referred to above.**

**- We may also withdraw from the Contract if it is clear that you have deliberately provided incorrect information in the Order.**

**- In the event that you are purchasing Goods in the course of your business, i.e. as a business, without us conducting business together with a successfully concluded cooperation agreement, we are entitled to withdraw from the Contract at any time, even without giving a reason.**

**10) WARRANTY AND DISCLAIMER**

**We warrant that the Goods are free from defects at the time of dispatch from us, in particular that the Goods correspond to the agreed description, type and quantity as well as the presented characteristics.**

**The Seller shall not be liable for defects caused by misuse, excessive friction or mechanical damage (e.g. tearing of fabric), failure to follow maintenance instructions, improper care of the goods or improper storage, or use of the goods contrary to the instructions given in the terms and conditions or on the product labels.**

**The warranty does not cover wear and tear caused by normal use of the goods. Nor does the warranty cover defects caused by improper handling, for example in the case of the use of chemical agents, or other mechanical damage. The warranty for swimwear and accessories does not cover Defects caused by improper use or maintenance see 3) b. Product Care.**

**Claims may only be made if the defect has manifested itself within the warranty period and if the swimwear and accessories have been used in accordance with the care instructions set out in the terms and conditions.**

**By purchasing, you agree to the following:**

**The goods have the characteristics described in detail by the Seller on its e-shop.**

**You have read and agree to the instructions for use, including the instructions for use and care of the goods!**

**You acknowledge the nature of the material, i.e. that shiny and glittery materials are demanding to care for, are delicate and the instructions for use and care must be strictly followed. Otherwise, claims will not be accepted.**

**Normal wear and loosening of fine glitter during use is not grounds for a claim**

**the goods correspond to the design according to the reference photos or sample provided to you on our e-shop before the conclusion of the contract.**

**11) COMPLAINT**

**In the event that the Goods are defective, the Buyer is obliged to make a claim without undue delay, at the latest within 30 days of discovering the defect. Claims are only possible for defects that are detected upon receipt of the goods or during the warranty period.**

**You can exercise your rights from defective performance (i.e. claim the Goods) only by sending an e-mail to the e-mail address indicated on the e-shop website, with a description of the defect and photos.**

**We will then jointly propose how to resolve the claim. We will settle the claim in accordance with your right of defective performance.**

**In the event of a claim, the following variations of the arrangement may be made together:**

**delivery of the missing part of the Goods; or**

**to remedy the defect by repairing the Goods, in the event that you deliver the defective Goods back to us at our address,**

**by delivery of new Goods without defect, if the claim has been judged valid and the damage was not caused by neglect of the care of goods made of delicate material that is demanding of care. In such a case, you will deliver the defective goods back to us at our address and this will then be confirmed.**

**unless the chosen method of remedying the defect is impossible or disproportionately expensive in comparison with the other method, which will be judged in particular by reference to the significance of the defect, the value the Goods would have had without the defect, the cost of shipping the Goods back, or whether the defect can be remedied without significant inconvenience to you.**

**In the event that you have caused the defect in the Goods yourself, you shall not be entitled to any rights under the defective performance. For example, damage caused by improper care, goods damaged mechanically or by chemicals.**

**A defect in the Goods is not wear and tear caused by normal use or, in the case of second-hand Goods, wear and tear corresponding to the extent of their previous use.**

**We shall be entitled to refuse to remedy a defect if it is impossible or unreasonably expensive to do so, in particular having regard to the significance of the defect and the value that the Goods would have without the defect.**

**If we refuse to remedy the defect or fail to remedy it in accordance with the law; the defect is repeated; the defect is a material breach of the Contract; or it is clear from our statement or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you, you are entitled to rescind the Contract or a reasonable discount on the price.**

**There is no right of withdrawal if the defect in the Goods is insignificant.**

**When you make a claim, we will issue you with a written confirmation which will state: the date on which you made the claim; what is the subject of the claim; the proposed method of dealing with the claim; your contact details for the purpose of providing you with information about dealing with the claim.**

**Unless we agree a longer period, we will rectify the defects and provide you with information about the handling of the complaint within 30 days of receipt of the complaint and the procedure agreed by us, using the contact details provided. If this period expires in vain, you may withdraw from the Contract or claim a reasonable discount.**

**We will inform you of the settlement of the claim by e-mail and issue you with a confirmation of the date and method of settlement of the claim. If the complaint is justified, you will be entitled to a refund of the costs reasonably incurred. You are obliged to provide proof of these costs, e.g. receipts or shipping receipts. In the event that the defect has been rectified by the delivery of new Goods, it is Your responsibility to return the original Goods to Us, but We shall bear the cost of such return.**

**If You are a business, it is Your responsibility to notify and complain about the defect without undue delay after You have been able to discover it, but no later than three days after You have received the Goods.**

**If you are a consumer, you have the right to exercise your rights under the defective performance for a defect that occurs in consumer Goods within 24 months of receipt of the Goods.**

**The rights and obligations regarding the rights of defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 2099 to 2117 and 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).**

**11) Dispute resolution with consumers**

**We are not bound by any codes of conduct in relation to buyers within the meaning of Section 1826 (1) (e) of the Civil Code.**

**We handle consumer complaints via the electronic address provided on our e-shop. We will send information about the handling of the complaint to the buyer's electronic address.**

**The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, ID No.: 000 20 869, internet address:** [**http://www.coi.cz**](http://www.coi.cz/)**, is competent for out-of-court settlement of consumer disputes arising from the Contract. The online dispute resolution platform located at** [**http://ec.europa.eu/consumers/odr**](http://ec.europa.eu/consumers/odr) **can be used to resolve disputes between the seller and the buyer, who is a consumer, from a purchase contract concluded by electronic means.**

**The European Consumer Centre Czech Republic, located at Štěpánská 796/44, 110 00 Prague 1, internet address:** [**http://www.evropskyspotrebitel.cz**](http://www.evropskyspotrebitel.cz/) **is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).**

**12) Final provisions**

**If our legal relationship with you has an international element (e.g. we send goods outside the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are a consumer, your rights under the law are not affected by this agreement.**

**All written correspondence with you will be delivered by electronic mail. Our email address is set out next to Our identification details. We will deliver correspondence to Your email address set out in the Agreement, in Your User Account or through which You have contacted Us.**

**We process your personal data in accordance with applicable law and our privacy policy, which can be found on our e-shop website.**

**The Contract may only be amended by written agreement between us. However, we are entitled to amend these Terms and Conditions, but this amendment will not affect Contracts already concluded, but only Contracts concluded after the amendment takes effect. However, we will only inform you of the change if you have created a User Account (so that you have this information in case you order new Goods, but the change does not give rise to a right of termination as we do not have a Contract that can be terminated) or we are to supply you with Goods on a regular and recurring basis under the Contract. We will send you information about the change to your email address at least 14 days before the change takes effect. If we do not receive notice from you within 14 days of sending you information about the change, the new terms will become part of our Contract and will apply to the next supply of Goods after the change takes effect. The notice period in the event that you give notice is 2 months.**

**In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures, etc.), We shall not be liable for damages caused as a result of or in connection with the force majeure event and if the force majeure condition continues for more than 30 days, We and You shall have the right to withdraw from the Contract.**

**A sample claim form and a sample withdrawal form are attached to the Terms and Conditions.**

**By submitting your order you confirm that you have read and agree to these terms and conditions. The Seller reserves the right to change them, and the valid version is always available on the website of the e-shop.**

**✨ Thank you for shopping with Sparkle\*Me - a brand that supports handmade and sustainable fashion ✨**

**These Terms and Conditions take effect on 1.4.2025**

**Appendix 1 - Complaint Form**

**Addressee: Sparkle\*Me bikini brand represented by Czechia trading company s.r.o.**

**Application of the claim**

**Date of conclusion of the Contract:**

**Attach proof of purchase (Invoice):**

**Name and surname:**

**Address:**

**Email Address:**

**Goods being claimed:**

**Description of defects Goods:**

**Proposed method for handling the complaint:**

**Number of photos or video attached**

**At the same time, I request a confirmation of the claim stating when I exercised this right, what is the content of the claim, what method of claim settlement I require, together with my contact details for the purpose of providing information on the claim settlement.**

**Date:**

**Signature:**

**Appendix 2 - Withdrawal Form**

**Addressee: the Sparkle\*Me bikini brand represented by Czechia trading company s.r.o.**

**I hereby declare that I withdraw from the Contract:**

**Date of conclusion of the Contract:**

**Name and surname:**

**Address:**

**E-mail address:**

**Specification of the Goods to which the Contract relates:**

**Method for reimbursement of funds received or bank account number:**

**If the Buyer is a consumer, he/she has the right, if he/she ordered the goods via the e-shop** [**www.sparkleme.store**](http://www.sparkleme.store/) **("the Company") or any other means of distance communication, except in the cases referred to in Section 1837 of Act No. 89/2012 Coll., Civil Code, as amended, to withdraw from the already concluded purchase contract within 14 days from the date of conclusion of the contract, or if it is a purchase of goods, then within 14 days from its receipt.**

**The buyer shall notify the Company of such withdrawal in writing by e-mail to the e-mail address indicated on the e-shop.**

**If the buyer, who is a consumer, withdraws from the purchase contract, he/she shall send or hand over to the Company the goods received from the Company without undue delay, within 14 days of withdrawal from the purchase contract at the latest.**

**If the consumer purchaser withdraws from the purchase contract, the Company shall refund to the consumer, without undue delay and no later than 14 days after the withdrawal from the purchase contract, all monies (purchase price of the goods delivered), including delivery costs, received from the consumer under the purchase contract in the same manner. The Company shall not be obliged to return the monies received to the Buyer before it has received the goods back.**

**Date:**

**Signature:**