
GENERAL TERMS AND CONDITIONS

These General Terms and Conditions govern the rights and obligations arising in connection with the purchase of Goods through the MS AESTHETICS online store operated at www.msaesthetics.cz.

1. INTRODUCTORY PROVISIONS

The Seller is:

Marek Sviridov – MS AESTHETICS

Company ID: 01571141

Registered address: K Hvězdárně 1686/34, 500 08 Hradec Králové, Czech Republic

E-mail: msaestheticscz@gmail.com

Phone: +420 604 255 314

hereinafter referred to as the "Seller" or "MS AESTHETICS".

The Buyer is any person who concludes a purchase contract with the Seller, hereinafter referred to as the "Buyer".

Where the Buyer is a natural person acting outside the scope of their business activity or independent professional activity when concluding a contract with the Seller, the Buyer is also referred to as the "Consumer".

These General Terms and Conditions form an integral part of the purchase contract concluded between the Seller and the Buyer.

The purchase contract may be concluded in Czech or English depending on the selected language version of the online store or individual communication between the Seller and the Buyer.

Any individual arrangements stated directly for a specific product, in the order or individually agreed between the Seller and the Buyer take precedence over these General Terms and Conditions.

Information regarding the processing of personal data is provided in the separate Privacy Policy.

Products and services presented on the MS AESTHETICS website are not necessarily sold or provided directly by MS AESTHETICS in every case. In particular, for products and services of NDG Crystal Bikini Design, the relevant contractual party is determined in accordance with Article 15 of these General Terms and Conditions.

2. ORDER AND CONCLUSION OF THE PURCHASE CONTRACT

Goods sold by MS AESTHETICS may be ordered through the online store.

The Buyer is required to provide correct, complete and truthful information when placing an order.

The order includes in particular:

- selected Goods and their variant,
- quantity,
- price of the Goods,
- selected shipping method,
- shipping price,
- selected payment method,
- identification and contact details of the Buyer,
- delivery address or selected pickup point / parcel locker.

Before submitting the order as binding, the Buyer has the opportunity to review and correct the entered information.

By submitting the order using a button or another function clearly indicating an obligation to pay, the Buyer confirms their obligation to pay the total price of the order.

The Seller subsequently sends an order confirmation to the Buyer's e-mail address.

Unless otherwise stated for a specific product or ordering method, the purchase contract is concluded when the Seller confirms the order.

If the Goods are unavailable, the order cannot be fulfilled or another serious obstacle arises, the Seller will contact the Buyer without undue delay.

If the order has already been paid and cannot be fulfilled, the funds received from the Buyer will be refunded.

Obviously incorrect price

If a product is displayed at a price that is clearly incorrect due to an obvious technical or administrative error, the Seller is not obliged to supply the Goods at such a clearly incorrect price.

In such a case, the Seller may contact the Buyer and offer conclusion of the contract at the correct price.

3. USER ACCOUNT

The Buyer may create a user account in the online store.

The Buyer is responsible for the accuracy and updating of information entered in the user account.

Login credentials are confidential and the Buyer is not entitled to allow their unauthorised use by a third party.

The Seller may cancel a user account, in particular in cases of misuse, breach of these General Terms and Conditions or long-term inactivity.

Availability of the user account may be temporarily restricted, particularly due to maintenance or technical issues.

4. PRICES AND PAYMENT TERMS

The product price is stated in the online store and subsequently in the order summary.

The final price displayed to the Buyer before submitting the order as binding is decisive.

The Seller is not registered for VAT, unless the Seller's tax status changes. In the event of a change in the applicable tax regime, prices will be displayed and charged in accordance with applicable law.

Shipping costs may vary depending on:

- destination country,
- carrier,
- delivery method,
- weight or dimensions of the shipment,
- order value.

The exact shipping price is displayed before completion of the order or, where shipping is arranged individually, communicated to the customer before the relevant shipping method is confirmed.

Free shipping

Free shipping conditions may vary depending on the destination country, order value and selected shipping method.

Free shipping conditions applicable within the Czech Republic do not automatically apply to international orders.

The current free shipping threshold is displayed in the online store or during checkout.

Foreign taxes and import charges

The total order price includes amounts that the Seller is required to collect at the point of sale under applicable law.

For shipments outside the European Union, however, the total price normally does not include import customs duties, local import VAT / GST, customs clearance charges or similar charges collected by authorities or carriers in the destination country, unless expressly stated otherwise before completion of the order.

Payment methods

Orders may be paid using payment methods currently available in the online store, for example:

- online payment card,
 - bank transfer,
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- Cash on Delivery where available for the relevant country and shipping method,
 - cash upon prior agreed personal collection.

Availability of individual payment methods may vary by destination country.

Currently, Cash on Delivery may be offered only for selected destinations and delivery methods according to the options displayed during checkout.

Ownership of the Goods passes to the Buyer after the purchase price has been paid in full and the Goods have been received.

5. DISCOUNTS, PROMOTIONS AND DISCOUNT CODES

The Seller may organise promotional campaigns and provide discount codes in the online store.

The conditions of a specific promotion or code may define in particular:

- validity period,
- minimum order value,
- amount or method of calculating the discount,
- products or categories included,
- products or categories excluded,
- whether the discount may be combined with other promotions.

Unless stated otherwise, multiple discount codes cannot be combined within one order.

Where a discount from the price of a specific product is announced, information regarding that discount will be provided in accordance with applicable law, including information regarding the lowest price at which the product was offered and sold during the relevant period before the discount, where required by law.

This obligation applies to the announcement of a discount. Once the promotion has ended and the product returns to its regular price, the Seller is not required to continue displaying the previous reduced price merely because it existed during the preceding period.

6. SHIPPING AND DELIVERY

MS AESTHETICS may deliver Goods:

- within the Czech Republic,
- to European Union countries for which a shipping method is available in the online store,
- to selected countries outside the European Union.

Currently available destinations and delivery methods are displayed in the online store or during checkout.

Delivery may be provided in particular through:

- Packeta / Zásilkovna and its international partners,
- GLS,
- DPD,
- PPL / DHL eCommerce,
- DHL Express,
- another carrier available in the online store.

The Seller is not required to offer every carrier or every delivery method to every country.

Delivery time

Delivery time depends in particular on:

- product availability,
- destination country,
- selected carrier,
- delivery method,
- any applicable customs clearance.

Unless otherwise agreed, Goods will be delivered to the Consumer without undue delay and within the period required by applicable law.

For products subject to a longer preparation period, preorder or another individual arrangement, the estimated dispatch or delivery period will be stated for the specific product or communicated to the Buyer before conclusion of the contract.

Custom-Made Bikini products of NDG are subject to the separate regime set out in Article 15 of these General Terms and Conditions and their production and shipping do not constitute a sale carried out by MS AESTHETICS.

Delivery information

The Buyer is responsible for the accuracy and completeness of:

- recipient name,
- delivery address,
- telephone number,
- e-mail address,
- any other information required for transportation or customs clearance.

More detailed information may be provided in the separate Shipping Policy.

7. DELIVERY WITHIN THE EUROPEAN UNION

When Goods are shipped from the Czech Republic to a customer in another Member State of the European Union, the shipment is generally not subject to import customs clearance solely because it crosses an internal EU border.

The tax treatment of the specific order is governed by applicable law.

Shipping prices and any free shipping conditions may vary between individual Member States.

8. DELIVERY OUTSIDE THE EUROPEAN UNION

Shipments outside the European Union may be subject to import customs clearance.

Unless expressly stated otherwise for a particular delivery method before completion of the order, any:

- import customs duties,
- local VAT / GST,
- customs clearance fees,
- carrier handling charges,
- similar import charges

are payable by the Buyer or recipient of the shipment.

This delivery arrangement may be referred to as DAP – Delivered At Place.

The use of the term DAP primarily serves to explain the allocation of import costs and does not limit any statutory Consumer rights.

DDP or prepaid import charges

For selected countries or shipping services, an option may be offered where some or all import taxes or charges are paid in advance by the Seller.

If DDP – Delivered Duty Paid or another similar method involving prepaid import charges is used, this will be expressly stated before completion of the order.

If no such information is provided, any applicable import charges are payable by the recipient.

9. CUSTOMS CLEARANCE AND INTERNATIONAL ORDERS

For shipments outside the European Union, the Seller or carrier may require in particular:

- description of the Goods,
- value of the Goods,
- country of origin,
- customs classification / HS code,
- identification details of the sender and recipient,
- additional information required by customs authorities.

The Seller may provide information necessary for transportation and customs clearance to the carrier, its foreign partner or the relevant authority.

The Seller is not responsible for:

- the amount of import duties or taxes imposed by the destination country,
- the time required for customs clearance,
- delays caused by decisions or procedures of customs authorities,
- delays caused by the Buyer's failure to provide necessary cooperation.

If the Buyer refuses to pay import charges or fails to provide the cooperation required for delivery and the shipment is returned to the Seller, the Seller may, to the extent permitted by law, request reimbursement of actual and reasonably incurred costs relating, for example, to:

- return shipping,
- customs clearance,
- storage,
- reshipment.

10. RECEIPT OF GOODS AND UNCOLLECTED SHIPMENTS

The Buyer is advised to check the condition of the shipment upon receipt.

If the packaging is visibly damaged, the Buyer is advised to notify both the carrier and the Seller.

This recommendation does not limit any statutory rights of the Consumer.

Simply failing to accept or collect a shipment does not in itself constitute withdrawal from the purchase contract.

If a shipment is returned to the Seller for reasons attributable to the Buyer, the Seller may request reimbursement of actual and reasonably incurred costs to the extent permitted by applicable law.

11. TRANSFER OF RISK

For Consumers, the risk of damage to the Goods generally passes upon receipt by the Consumer or by a third party designated by the Consumer.

This does not affect situations where the Consumer independently selects a carrier not offered by the Seller, where applicable law provides otherwise.

12. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

The Seller is responsible to the Consumer for ensuring that the Goods are free from defects upon receipt.

In particular, the Goods should:

- correspond to the agreed description, type, quantity and quality,
- have the agreed functionality and other characteristics,
- be suitable for the purpose for which Goods of this type are normally used,
- correspond to the quality and workmanship reasonably expected from Goods of this type,
- be supplied with necessary accessories and information.

The Consumer may exercise rights relating to a defect that becomes apparent within the period provided by applicable law.

For consumer Goods, a defect may generally be claimed if it becomes apparent within two years of receipt.

Rights arising from defective performance generally do not apply to:

- normal wear and tear corresponding to ordinary use,
- damage caused by improper use,
- mechanical damage caused by the Buyer,
- damage caused by failure to follow use or care instructions.

13. COMPLAINTS

Complaints regarding Goods sold by MS AESTHETICS may be submitted in particular by e-mail:

msaestheticscz@gmail.com

or in writing to:

Marek Sviridov – MS AESTHETICS

K Hvězdárně 1686/34

500 08 Hradec Králové

Czech Republic

We recommend including in the complaint:

- order number,
- identification of the product,
- description of the defect,
- photographs where these may assist assessment of the issue,
- contact information,
- requested method of resolution.

The Seller will issue the Consumer with confirmation of the date on which the complaint was made, its content and the requested method of resolution.

After the complaint has been resolved, the Seller will inform the Consumer of the result and provide confirmation of the date and method of resolution or, where applicable, a written explanation of rejection.

Depending on the nature of the defect and satisfaction of the statutory conditions, the Consumer may be entitled in particular to:

- repair,
- replacement,
- an appropriate price reduction,
- withdrawal from the contract.

A Consumer complaint, including removal of the defect, must be resolved and the Consumer informed without undue delay, no later than within 30 days from submission of the complaint, unless the Seller and Consumer agree on a longer period.

Where the complaint is justified, the Consumer is also entitled to reimbursement of reasonably incurred costs connected with exercising their rights, in accordance with applicable law.

This Article applies to Goods for which MS AESTHETICS is the Seller.

Complaints regarding Custom-Made Bikini products where Natalia Díaz González / NDG Crystal Bikini Design is the manufacturer and seller are handled directly with NDG in accordance with the separate Custom Bikini Agreement.

14. CONSUMER WITHDRAWAL FROM THE PURCHASE CONTRACT

When purchasing through the online store, the Consumer has the right to withdraw from the purchase contract without giving a reason within 14 days from receipt of the Goods, unless a statutory exception applies.

Where several items within one order are delivered separately, the period is calculated from receipt of the last item.

The Consumer may notify withdrawal, for example:

- by e-mail,
- using the model withdrawal form attached to these General Terms and Conditions.

To comply with the withdrawal period, it is sufficient to send the withdrawal notice before the period expires.

The Consumer must subsequently return or hand over the Goods without undue delay, no later than 14 days after withdrawal.

Cost of return

In the case of a standard withdrawal without giving a reason, the Consumer bears the direct cost of returning the Goods.

The Seller will refund the payments received from the Consumer, including the cost of the original delivery corresponding to the cheapest standard delivery method offered by the Seller.

The Seller is not required to refund the funds before receiving the returned Goods or before the Consumer provides evidence that the Goods have been sent back.

The Consumer is responsible for any reduction in the value of the Goods resulting from handling beyond what is necessary to establish the nature, characteristics and functionality of the Goods.

This Article applies to purchase contracts concluded between the Consumer and MS AESTHETICS.

The specific regime applicable to Custom-Made Bikini products of NDG is described below.

15. NDG CRYSTAL BIKINI DESIGN

Products and services of the NDG Crystal Bikini Design brand may be presented through the MS AESTHETICS website.

NDG Crystal Bikini Design is an independent brand created and operated by Natalia Díaz González.

The mere fact that an NDG product, service, portfolio item, form or other content appears on the MS AESTHETICS website does not automatically mean that MS AESTHETICS is the seller, manufacturer or other contractual party to the relevant transaction.

Depending on the type of product or service, the following arrangements apply:

15.1 CUSTOM-MADE BIKINI – CUSTOM PRODUCTION

Custom-made NDG Crystal Bikini Design competition bikinis are produced directly by:

Natalia Díaz González

Company ID: 21717796

Registered address: Poděbradova 623, 563 01 Lanškroun, Czech Republic

E-mail: natandiandg@gmail.com

hereinafter referred to as "NDG".

The process may begin through a Custom Bikini Request form technically hosted on the MS AESTHETICS website.

Submitting this form constitutes an inquiry only and does not itself constitute conclusion of a contract or acceptance of the order.

The subsequent:

- assessment of the inquiry,
- communication with the customer,
- measurements and fitting,
- confirmation of design,
- confirmation of price,
- confirmation of production time,
- conclusion of the contract,
- receipt of payments,
- issuing of relevant documents,
- production,
- fulfilment of the specific order

are handled by Natalia / NDG.

The contractual relationship for a Custom-Made Bikini is concluded between the customer and Natalia Díaz González / NDG Crystal Bikini Design.

MS AESTHETICS is not the seller or manufacturer of such an order solely because the Custom Bikini Request or NDG presentation is hosted on the MS AESTHETICS website.

Detailed terms of the specific order are governed in particular by:

- the separate Custom Bikini Agreement,
- individually confirmed order specifications,
- any additional information provided by NDG to the customer.

Custom-Made Bikini products may be produced in particular according to:

- body measurements,
- competition federation and category,
- required cut and coverage,
- size,
- colour,
- material,
- crystal design,
- other individual customer requirements.

The standard estimated production time under the Custom Bikini Agreement is approximately 4–6 weeks from final confirmation of the required information and receipt of the first payment.

During periods of increased demand or for more complex orders, the estimated production time may be approximately up to 8 weeks following individual notification or agreement.

Because the product is made according to the customer's individual specifications and tailored to their personal needs, the statutory exception to the standard 14-day Consumer right of withdrawal may apply to a distance contract.

This does not affect the customer's statutory rights relating to defective performance.

Specific cancellation and custom-production conditions are set out in the Custom Bikini Agreement.

15.2 READY TO SELL

Finished NDG bikinis offered through the MS AESTHETICS online store as Ready to Sell may be sold through the commercial infrastructure of MS AESTHETICS.

Where Marek Sviridov – MS AESTHETICS is identified as the Seller for the specific transaction:

- the customer's contractual party is MS AESTHETICS,
- payment is processed through MS AESTHETICS,
- the relevant sales document is issued by MS AESTHETICS,
- MS AESTHETICS is responsible to the customer for the Seller's obligations to the extent required by applicable law.

Such a purchase is therefore governed by these General Terms and Conditions in the same way as other Goods sold through MS AESTHETICS.

15.3 RENT / NDG BIKINI RENTAL

Selected finished NDG bikinis may also be offered for temporary rental.

Rental does not constitute a standard sale of Goods and is governed by the separate:

NDG Competition Bikini Rental Agreement.

For rentals arranged through MS AESTHETICS, the lessor is:

Marek Sviridov – MS AESTHETICS

Rental payments and any refundable security deposit are processed through MS AESTHETICS.

Within the scope of her authorisation, Natalia Díaz González may handle in particular:

- communication with the customer,
- selection and fitting of a particular model,
- assessment of suitability,
- handover and return of the bikini,
- documentation of the condition of the bikini,
- other practical aspects of the rental.

The specific Rental Agreement governs in particular:

- rental period,
- rental fee,
- security deposit,
- permitted use,
- return conditions,
- damage,
- late return,
- possible purchase following rental.

16. INSPECTION OF THE PRODUCT AFTER DELIVERY

The Buyer is advised to carefully unpack and inspect the Goods after delivery.

If the Buyer discovers a visible manufacturing issue or another defect, we recommend contacting the relevant seller without undue delay and, where appropriate, attaching photographs of the issue.

This recommendation does not establish any contractual 24-hour or 48-hour deadline after which the Consumer's statutory rights would automatically expire.

For Custom-Made Bikini products of NDG, the relevant contact is Natalia / NDG, not MS AESTHETICS.

For a Ready to Sell product sold by MS AESTHETICS, the customer should contact MS AESTHETICS.

17. INTERNATIONAL RETURNS AND COMPLAINTS

In the case of a standard withdrawal from a purchase contract concluded with MS AESTHETICS, the Consumer bears the costs of returning the Goods to the Seller.

For a justified complaint, the Consumer is entitled to reimbursement of reasonably incurred costs in accordance with applicable law.

For international returns or complaints, we recommend contacting the Seller before dispatch to agree on a suitable return method.

Goods should not be sent to the Seller Cash on Delivery without prior agreement.

For Custom-Made Bikini products of NDG, the customer should contact Natalia / NDG directly in accordance with the relevant Custom Bikini Agreement.

18. PRODUCT INFORMATION AND CARE

The Seller provides the Buyer with information regarding the essential characteristics of individual products through the online store.

Where appropriate given the nature of the product, information may also be provided regarding:

- correct use,
- maintenance,
- washing,
- cleaning,
- storage,
- other specific requirements.

The Buyer should use and maintain the Goods in accordance with the instructions provided.

For NDG products, a separate Bikini Care Guide may be available.

The separate Custom Bikini Agreement provides that the customer will receive and follow the relevant care instructions concerning handling, cleaning, drying, storage and transportation of the bikini.

19. CONSUMER REVIEWS

Where MS AESTHETICS publishes consumer reviews in the online store, it informs customers whether and how it verifies that published reviews originate from customers who actually purchased or used the relevant product.

Reviews marked as verified will be connected to a specific order or verified by another appropriate method.

Where the origin of a review has not been verified, it will not be presented in a way that creates the impression that the author has been verified as a customer of the specific product.

20. OUT-OF-COURT RESOLUTION OF CONSUMER DISPUTES

In the event of a complaint or dispute relating to a purchase contract concluded with MS AESTHETICS, we recommend first contacting the Seller at:

msaestheticscz@gmail.com

The competent authority for out-of-court resolution of consumer disputes is:

Czech Trade Inspection Authority
Česká obchodní inspekce
Štěpánská 567/15
120 00 Praha 2
Czech Republic

The former European ODR platform is no longer used, as it was discontinued on 20 July 2025.

For Custom-Made Bikini contracts, the contractual party is Natalia Díaz González / NDG Crystal Bikini Design, and the customer should therefore first contact NDG directly.

21. GOVERNING LAW AND INTERNATIONAL ORDERS

Purchase contracts concluded with MS AESTHETICS and these General Terms and Conditions are governed by the laws of the Czech Republic.

However, where the Buyer is a Consumer habitually resident in another country and MS AESTHETICS directs its commercial activities to that country, the choice of Czech law does not deprive the Consumer of the protection provided by mandatory legal provisions that would otherwise apply.

22. COMMUNICATION

The Seller and the Buyer may communicate electronically.

The Seller's main contact e-mail address is:

msaestheticscz@gmail.com

The Buyer may receive by e-mail in particular:

- order confirmations,
- payment information,
- dispatch information,
- shipment tracking,
- information relating to complaints or returns,
- other communications relating to the concluded contract.

For Custom-Made Bikini products, subsequent communication is handled directly with NDG through:

natandiandg@gmail.com

23. FORCE MAJEURE

The Seller is not responsible for delays caused by extraordinary circumstances that could not reasonably be foreseen or controlled, for example:

- natural disasters,
- extraordinary transportation disruption,
- armed conflict,
- exceptional measures of public authorities,
- major disruption of supply chains,
- another similar extraordinary event.

This provision does not limit any Consumer rights that cannot legally be excluded.

24. FINAL PROVISIONS

These General Terms and Conditions form an integral part of purchase contracts under which the Seller is:

Marek Sviridov – MS AESTHETICS.

The Seller is entitled to amend or update these General Terms and Conditions.

A purchase contract already concluded is governed by the version of the General Terms and Conditions effective at the time the contract was concluded.

The purchase contract and related documentation may be archived by the Seller electronically.

Related documents of the online store may include in particular:

- Privacy Policy,
- Shipping Policy,
- withdrawal form,
- complaint form,
- NDG FAQ,
- NDG Order Guide,
- NDG Bikini Care Guide,
- NDG Competition Bikini Rental Agreement for rentals.

Custom-Made Bikini products of NDG do not constitute purchase contracts concluded with MS AESTHETICS.

Their contractual regime is governed by the separate Custom Bikini Agreement concluded between the customer and Natalia Díaz González / NDG Crystal Bikini Design.

These General Terms and Conditions are effective as of 24 August 2026.

ANNEX 1 – MODEL WITHDRAWAL FORM

Addressee:

Marek Sviridov – MS AESTHETICS
K Hvězdárně 1686/34
500 08 Hradec Králové
Czech Republic
E-mail: msaestheticscz@gmail.com

I hereby give notice that I withdraw from the purchase contract for the following Goods:

Order number: _____

Order date: _____

Date of receipt: _____

Name and surname: _____

Address: _____

E-mail: _____

Returned Goods: _____

Date: _____

Consumer's signature, only if this form is submitted in paper form:

ANNEX 2 – COMPLAINT FORM

Addressee:

Marek Sviridov – MS AESTHETICS
K Hvězdárně 1686/34
500 08 Hradec Králové
Czech Republic
E-mail: msaestheticscz@gmail.com

Order number: _____

Name and surname: _____

E-mail: _____

Phone: _____

Goods subject to complaint: _____

Description of defect: _____

Requested method of resolution: _____

Date: _____

Signature, if submitted in paper form: