

# Case Brief

Parties of the case:

Jaroslava Kryštofová      x      Zepter company

Jaroslav Kryštofová succumbed tempting offer to buy a set of pots for Christmas markets in 1997. Although signed a contract with the seller, but almost immediately has notified that from her stepping down.

The company does not respond, her representative said up to two years later, when should be according to the original contract paid dishes, and demanded as payment of the purchase price (32 000,- CZK) as well as the penalty. According to the Constitution court is such conduct in terms of good manners "very peculiar." The woman did not give, the company did not pay anything and so ended up in court. Seller there pointed to a part of the purchase agreement made small print where you specify penalties and conditions. "It was a crucial agreement for the buyer and yet it seemed unimportant footnote," said Judge-Rapporteur Vojen Güttler.

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## **Constitution court**

Constitutional Court also noted in its earlier opinion almost identical things. "The consumer is in a weak position in fact a professional supplier with a view to greater professional experience of the seller, a better knowledge of the law and better availability of legal services and finally be able to set the terms and conditions unilaterally through form contracts. Relations for such characteristic is that the initiative to contract negotiations usually comes from a supplier, the consumer is not ready to contractual agreements when contracting is used the element of surprise and the inexperience of consumers," said the judge.