

# General terms and conditions

## I. Basic provisions

These general terms and conditions (the “Terms and Conditions”) are issued in accordance with § 1751 and subsequent of Act no. 89/2012 Sb., the Civil Code (the “Civil Code”)

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1. These Terms and Conditions set out the mutual rights and obligations of the seller and the individual that concludes a purchase agreement outside his business activities, or as part of his business activities (the “Purchaser”) through the web interface located on website <http://interier-ricany.cz/> (the “Interface”).
2. The statement of Terms and Conditions are an indivisible part of the purchase agreement. Differences to the terms set out in a purchase agreement take priority over these Terms and Conditions.
3. These Terms and Conditions and the purchase agreement are concluded in the Czech language.
4. Conclusion of the purchase agreement is confirmed by personal contact, e-mail or phone.

## II. Information on goods and prices

1. Information on goods including the prices of individual goods and the main characteristics are stated by the listed individual goods in the internet shop catalogue. The stated prices include VAT, all associated fees and costs for returning goods, if the goods cannot be returned by a standard postal service. The prices of goods remain valid for the period that they are displayed on the internet shop. These provisions do not exclude the concluding of a purchase agreement for individually agreed conditions.
2. All presentations of goods in the catalogue are of an informative nature and the offeror is not obliged to conclude a purchase agreement in relation to these goods.
3. The interface does not include information on costs associated with packing and delivery of goods. Information on costs associated with packing and delivery of goods is subsequently provided by the Dealer Sales Manager.
4. Discounts cannot be combined unless agreed otherwise between the offeror and purchaser.

## III. The order and conclusion of a purchase agreement

1. The costs that arise to the purchaser when using communication technology in connection with concluding a purchase agreement (costs for internet connection, costs for phone calls) are paid by the purchaser. These costs do not differ from standard tariffs.
2. The purchaser sends an order enquiry for the goods by completing an order enquiry form.

3. When submitting an order enquiry the purchaser selects goods and quantities.
4. Before submitting an order enquiry the purchaser has the opportunity to check and change information that has been entered. The purchaser submits the enquiry by clicking on the appropriate button. The information entered in the enquiry is deemed correct by the seller. An order enquiry is only valid if all the necessary fields have been completed and the purchaser confirms acceptance of these Terms and Conditions.
5. Without undue delay after receiving an order enquiry the seller sends an order confirmation to the purchaser using the email address stated on the order enquiry. This confirmation is automatic and is not to be deemed the conclusion of a contract. An attachment to the confirmation are the current Terms and Conditions of the seller. The purchase agreement is concluded after further agreement between the purchaser and seller. Confirmation of receipt of the order enquiry is delivered to the purchaser's email address.
6. In the event that some of the requirements stated in the order enquiry cannot be fulfilled by the seller it will send an amended offer to the purchaser by email. The amended offer is deemed a new offer to conclude a purchase agreement and in such case an agreement is concluded on confirmation by the purchaser that it accepts this offer of the seller sent to the email address stated in these Terms and Conditions.

#### **IV. Payment terms and the delivery of goods**

1. The price for the goods and potential transport costs connected with the supply of the goods according to a purchase agreement can be paid by the following method:
  - Bank transfer to the seller's account no. 117412623/0300, held at ČSOB Prague
2. Together with the purchase price the purchaser is obliged to pay to the seller costs associated with packing and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price is hereon deemed to include costs associated with the supply of the goods.
3. In the event of payment in cash the purchase price is payable on collection of the goods. In the case of bank transfer the purchase price is payable within 31 days of concluding a purchase agreement.
4. In the case of payment by bank transfer the obligation of the purchaser to pay the purchase price is fulfilled at the moment the applicable amount is credited to the seller's bank account.
5. The seller does not require any deposit or similar payment from the purchaser. Payment of the purchase price prior to despatch of the goods is not deemed a deposit.
6. The goods are delivered to the purchaser:
  - at the address stated by the purchaser in the order enquiry
  - using an issuing point at an address designated by the purchaser.
7. Selection of the delivery method is indicated when ordering the goods.
8. Costs for delivering goods in connection with the method of despatching and receiving are stated in the purchaser's order enquiry and the seller's confirmation.
9. In the case of a special requirement from the purchaser, the purchaser bears the risk of possible additional costs connected with this transport method.
10. If the seller according to the purchase agreement is obliged to supply goods to a location designated by the purchaser in the order enquiry, the purchaser is obliged to accept the goods when they are delivered. If for reasons resting with the purchaser the delivery of the goods has to be repeated or sent by a method different to that started in the order enquiry, the purchaser is obliged to pay the costs associated with repeat delivery or a different transport method.

11. When receiving the goods from the transport company the purchaser is obliged to check that the packaging material is intact and in the event of any defect that the transport company is informed without delay. In the case of noticing that the packaging has been opened the purchaser should not accept the consignment from the transport company.
12. The seller issues an invoice to the purchaser. The invoice is delivered with the goods.
13. The purchaser becomes the owner of the goods on payment in full of the purchase price including delivery costs, but no sooner than on receipt of the goods. Responsibility for accidental damage or loss of the goods passes to the purchaser at the moment of receiving the goods or at the moment when the purchaser had the responsibility to receive the goods, but contrary to the purchase agreement it did not do so.

#### **V. Withdrawing from the agreement**

1. A purchaser who has concluded a purchase agreement not as part of his/her business activity, but as a consumer, has a right to withdraw from the agreement.
2. The deadline for withdrawing from the agreement is 14 days
  - from the date of receiving the goods,
  - from the date of receiving the final consignment of goods if the subject of the agreement is several types of goods or delivered in several consignments,
  - from the date of receiving the first consignment of goods if the subject of the agreement is a regularly repeating deliveries of goods.
3. The purchaser cannot, among others, withdraw from an agreement:
  - providing services if they were provided, with its express consent, prior to expiry of the deadline for withdrawal from the agreement and the seller, prior to concluding the agreement, informed the purchaser that in such case it does not have a right to withdraw from the agreement,
  - concerning a delivery of goods or services whose price depends on fluctuations in the financial market independent on the will of the seller and this might occur during the period for withdrawal from the agreement,
  - on the supply of alcoholic drinks that can be supplied after the passage of 30 days and whose price depends on fluctuations in the financial market independent of the will of the seller,
  - on the delivery of goods that were modified according to the purchaser's wishes or requirements,
  - on the delivery of goods that are perishable and goods that after delivery are irreversibly mixed with other goods,
  - on the delivery of goods supplied in a sealed package that once removed cannot be returned for hygiene reasons,
  - on the delivery of audio or visual recordings or a computer programme, if removed from the original packaging,
  - on the delivery of newspapers, periodicals or magazines,
  - on the delivery of digital content if not supplied on a physical medium and was supplied with the prior express approval of the purchaser before expiry of the deadline for withdrawal from the agreement and the seller prior to concluding the agreement informs the purchaser that in such case he does not have a right to withdraw from the agreement,
  - in other cases set out in § 1837 of the Civil Code.
4. In order to be within the deadline for withdrawing from the agreement the purchaser must send a notice of withdrawal within the withdrawal deadline.
5. To withdraw from the purchase agreement the purchaser can use the template withdrawal form provided by the seller. The withdrawal notice should be sent by the

purchaser by email or to the seller's correspondence address stated at the head of these Terms and Conditions. The seller confirms receipt to the purchaser without undue delay.

6. When withdrawing from the agreement the purchaser is obliged to return the subject goods to the seller within 14 days of withdrawing from the agreement. The purchaser bears costs associated with the return of the goods to the seller, even in cases where the goods by their nature cannot be returned using a postal service.
7. If the purchaser withdraws from the purchase agreement the seller shall return without undue delay all funds received including delivery costs, and using the same method. The seller shall return received funds to the purchaser using a different method only if the purchaser agrees to such method and it does not cause additional expenses for the purchaser.
8. If the purchaser selects other than the cheapest method for delivery of the goods, which the seller offers, the seller shall return to the purchaser costs in an amount corresponding to the cheapest offered method of delivering the goods.
9. If the purchaser withdraws from the purchase agreement the seller is not obliged to return received funds to the purchaser prior to the purchaser returning the goods or demonstrating that the goods have been despatched to the seller.
10. The purchaser must return the goods to the seller undamaged, without wear and tear and, if possible, in the original packing. The right to compensation for damage arises in relation to goods can be unilaterally set off by the seller against the purchaser's right to return of the purchase price.
11. The seller is entitled to withdraw from the purchase agreement for reasons of selling out of the goods, goods being unavailable, or in the case that a producer or importer ceases to produce or import the goods. The seller shall without delay inform the purchaser by email using the address stated in the order and return, within 14 days of informing about withdrawal from the purchase agreement, all funds including delivery costs, received from the purchaser on the basis of the purchase agreement, and using the same method, or other method specified by the purchaser.

#### **VI. Rights arising from defective supply**

1. The seller is responsible for ensuring that goods received by the purchaser are free of defects. In particular, the seller is responsible for ensuring that when the purchaser takes possession of the goods:
  - the goods have characteristics agreed by the parties, and if there was no agreement that they have such characteristics that the seller or producer described, or that the purchaser could reasonably expect with regards to the nature of the goods and on the basis of advertisements featuring them,
  - the goods are suitable for their intended purpose,
  - the quality and finish of the goods correspond to agreed samples if the quality or finish was determined on the basis of samples,
  - that the goods correspond to requirements in terms of quantity, dimensions or weight, and
  - that the goods conform to the requirements of legal regulations.
2. If a defect comes to light in the six months following receipt of the goods by the purchaser it can be deemed that the goods were defective on receipt. The purchaser is entitled to exercise the right relating to defects that in the case of consumer goods applies for a period of twenty-four months from the receipt of goods. This provision is not applied in relation to goods sold for a lower price due to a defect for which a lower price was agreed, for wear and tear caused by its standard use, in the case of used goods for a defect corresponding to the standard degree of wear and tear, which the goods had at the time of receipt by the purchaser, or if it follows from the nature of the goods.

3. In the event of defects occurring the purchaser can make a claim with the seller and request:
  - replacement with new goods,
  - repair of goods,
  - an adequate discount of the purchase price,
  - withdrawal from the agreement.
4. The purchaser has the right to withdraw from the agreement,
  - if the goods have a major defect,
  - if it is not possible to properly use an item, repeat occurrence of defect or defects after repair,
  - in the event of several defects in goods.
5. The seller is obliged to accept a claim at any office in which the acceptance of a claim is possible, or at the headquarters or place of business. The seller is obliged to give the purchaser written confirmation about when the purchaser exercised its right, the content of the claim and the method requested by the purchaser for resolving the claim, confirmation of the date and method for resolving the claim, including confirmation of repair and its duration, or written rejection of the claim with reasons.
6. The seller or its authorised employee shall decide on the claim without delay, and in more complex cases within three working days. This deadline does not take into account an appropriate period necessary for expert assessment of the defect depending the nature of the products or services. A claim including removal of defects must be handled without undue delay, and at the latest within 30 days of the making of a claim, unless the seller and purchaser agree on a longer timeframe. The expiry of this deadline without result is deemed a gross breach of the agreement and the purchaser has the right to withdraw from the agreement. The moment of making a claim is deemed to be the moment the purchaser delivers its claim to the seller.
7. The seller shall inform the purchaser in writing about the results of the claim.
8. The purchaser has no right to make a claim against defective performance if at the time of receiving the item it knew of the defect or if the purchaser itself caused the defect.
9. In the event of a justified claim the purchaser has the right to reimbursement of costs arising in connection with the claim. This right can be exercised by the purchaser up to one month after termination of the warranty period.
10. The purchaser selects the method of making a claim.
11. The rights and obligations of the parties with respect to claims are governed by § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code and Act no. 634/1992 Sb., on consumer protection.

## **VII. Correspondence**

1. The parties can deliver all mutual correspondence by email.
2. The purchaser shall deliver correspondence for the seller using the email address stated in these Terms and Conditions. The seller shall deliver correspondence to the purchaser using the email address stated in its customer account or on the order.

## **VIII. Out of court settlement of disputes**

1. For out of court settlement of consumer disputes arising from a purchase agreement the applicable body is the Czech Trade Inspection Authority at address , Štěpánská 567/15, 120 00 Praha 2, IČ: 000 20 869, website: [adr.coi.cz/cs](http://adr.coi.cz/cs). The platform for resolving disputes on-line can be found at website address [ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr) and can be used for resolving disputes arising from a purchase agreement between a seller and purchaser.
2. The European Consumer Centre in the Czech Republic, based at Štěpánská 567/15, 120 00 Praha 2, website: [www.evropskypotřebitel.cz](http://www.evropskypotřebitel.cz) is the contact point pursuant

to 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 consumer ODR).

3. The seller is entitled to sell goods on the basis of a licence to trade. Trade controls are within the responsibility of the applicable trade licencing office. The Czech Trade Inspection Authority carries out limited supervision of, among other things, observance of Act no. 634/1992 Sb., on consumer protection.

#### **IX. Final provisions**

1. All agreements between the seller and purchaser are governed by the laws of the Czech Republic. If a relationship established by a purchase agreement also includes an international element, the parties have agreed that the relationship is governed by the laws of the Czech Republic. This is without prejudice to consumer rights arising from generally binding legal regulations.
  - The seller is not in relation to the purchaser bound by any code of conduct pursuant to the provisions of § 1826 (1) e) of the Civil Code.
  - All rights to the seller's website, and in particular copyright to content, including web design, photos, videos, graphics, trademarks, logos and other content and elements belong to the seller. It is forbidden to copy, modify or otherwise use the website or its part without the approval of the seller.
  - The seller bears responsibility for mistakes that arise as the result of third parties interfering with the internet shop or as a result of its use contrary to its purpose. The purchaser must not use the internet shop in a way that could have a negative influence on its operation and must not perform any activity that could enable it or a third party to have unauthorised access or unauthorised use of the website programming or other part of the internet shop, or use the internet shop or its part or programming in a way that contradicts its intention or purpose.
  - The purchaser assumes the risk of change in circumstances pursuant to § 1765 (2) of the Civil Code.
  - The purchase agreement including the Terms and Conditions is filed by the seller in electronic form and is not accessible.
  - The wording of the Terms and Conditions can be amended by the seller. This does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.
  - An attachment to the Terms and Conditions is the template form for withdrawing from the agreement.