

## **Therm and conditions for www**

### **General business conditions for e-commerce.**

This document regulates the general terms and conditions (hereinafter referred to as "GTC") of PROPEC spol. s r.o., with its registered office at Pražská 691, Úvaly u Prahy, postal code: 250 82, company identification number: 489 51 609, a company registered in the Commercial Register kept by the Municipal Court in Prague, section C, insert 29821 (hereinafter referred to as the "seller") for supplies for ceramic workshops. These goods are specified on the website located at the Internet address [www.propec.cz](http://www.propec.cz) and can be purchased through the order form located on this website, which contains the buyer's consent to these terms and conditions (hereinafter "web interface").

### **1. Introductory provisions**

1.1. These GTC regulate the mutual rights and obligations of the contracting parties arising from the conclusion of the purchase contract through the order form located on the web interface of the seller.

1.2. The contracting parties to the purchase contract are, on the one hand, the seller and, on the other hand, the buyer - the person who places the goods through the web interface. The purchase contract is concluded by submitting the order to the buyer and its confirmation by the seller.

1.3. Deviating provisions in the purchase contract take precedence over the provisions of the GTC.

1.4. These provisions of the GTC are an integral part of the purchase contract.

1.5. The purchase contract can only be concluded in the Czech language. The purchase contract and GTC are drawn up in the Czech language.

1.6. Legal relations between the seller and the buyer are further regulated by Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter "OZ") and in the case of the buyer - consumer also Act No. 634/1992 Coll., On consumer protection, as amended and as amended.

1.7. These GTC are publicly accessible on the web interface and at the same time the buyer will receive them in the attachment to the order confirmation to the email address provided by him. The buyer will receive the tax document upon receipt of the goods.

1.8. By placing an order, the buyer agrees to these GTC. It also confirms acquaintance with these conditions, as well as with the complaint procedure. All orders placed by the buyer are binding.

### **2. Conclusion of the purchase contract**

2.1. The seller reserves the right to refuse to process the order due to the real threat of non-compliance with the obligation to take delivery of goods or in the case of activities leading to damage to the seller.

2.2. The buyer is obliged to fill in the order form, especially the method of transport, method of payment and delivery details. The buyer will place the order at the moment when he sends the completed order form via e-mail to the address [propec@volny.cz](mailto:propec@volny.cz) or delivers the completed order in person or by post to the address of the seller's registered office. Until this moment, the buyer can change the data filled in by him.

2.3. The order of goods is a proposal for the conclusion of a purchase contract, which will be concluded by sending a confirmation of the order to the email address specified by the buyer.

2.4. The seller has the opportunity to ask the buyer for additional authorization of the order (especially in the case of the purchase price, shipping costs or quantity of ordered goods). In the event that the buyer does not confirm the order afterwards, the seller may withdraw from the contract.

2.5. The condition for the validity of the electronic order is the completion of all data and requisites prescribed by the form. The seller reserves the right to verify by telephone the data specified in the order.

2.6. If the contracting parties have not agreed in such a requisite in the purchase contract, such a contract according to § 1726 of the Civil Code is considered to be concluded, if, especially taking into account their subsequent behavior, it can be assumed that they would negotiate such a contract without this requisites. However, this does not apply if such an objection was raised by either party at the time of the conclusion of the contract.

2.7. Pursuant to § 1740 para. 3 of the Civil Code, the Seller excludes the possibility of accepting an offer with an amendment or any deviation.

2.8. The seller is entitled and at the same time obliged to fulfill only the orders regarding the goods and their execution, which it displays on its web interface, with the exception of the possibility of exhaustion of stock or inability to fulfill.

2.9. The buyer is obliged to take the ordered goods and pay their total price. The buyer understands the total amount to be paid when sending the order, even before its binding confirmation. The seller reserves the right to change the price due to typos or incorrectly transferred prices from its database - only until the physical dispatch of the goods. In this case, they must immediately contact the buyer, who has the right to withdraw from the contract immediately.

### **3. Purchase price and payment terms**

3.1. The buyer undertakes to pay the purchase price before taking over the goods. The buyer can pay the purchase price:

- a) cash on delivery (cash or payment card - for the GLS transport service),
- b) by electronic transfer - order (on the basis of an advance invoice),
- c) payment by card or payment in cash upon receipt of the goods at the seller's business premises.
- d) After prior approval by the seller, it is possible to send the goods on an invoice with a maturity of 14 days.

3.2. Along with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of goods in the agreed amount. The purchase price also includes costs associated with the delivery and packaging of goods, unless otherwise specified below.

3.3. The buyer will fulfill his obligation to pay the purchase price in the case of non-cash transfer or payment by card at the time the money is credited to the seller's account, in the case of cash on delivery by paying the money to the shipping carrier.

3.4. In the case of payment by cash on delivery, the purchase price is payable upon receipt of the goods, in the case of a non-cash transfer or a valid card, the purchase price is payable within 3 days of concluding the purchase contract.

3.5. The seller negotiates a purchase contract subject to the sale of stock or loss of ability to perform. In the event of inventory or loss of ability to perform, the seller is entitled to withdraw from the

purchase agreement.

3.6. The price of the goods is stated including VAT and all fees stipulated by law.

3.7. Postage and packing vary depending on the chosen method of transport or packaging.

3.8. The seller shall issue, if it is customary in business dealings or on the basis of legal regulations to the buyer, an invoice - a tax document or a seller - a tax document. The seller is a VAT payer.

3.9. The buyer acquires ownership of the goods by paying the purchase price in full.

#### **4. Withdrawal from the purchase contract**

4.1. The buyer - the consumer has the right to withdraw from the purchase contract concluded through the order on the seller's web interface without giving a reason within 14 days of receipt of the goods. By withdrawing from the purchase agreement, the purchase agreement is canceled from the beginning. A consumer is any person who, outside the scope of his business activity or outside the scope of independent performance of his profession, enters into a purchase agreement with the seller. The buyer acknowledges that according to the provisions of § 1837 of the Civil Code, it is not possible to withdraw from the purchase contract for the delivery of goods that have been modified according to the buyer's wishes or for his person, or which was irretrievably mixed with other goods after delivery. on the delivery of goods in a sealed package, which the buyer removed from the package and for hygienic reasons it is not possible to return.

4.2. In case of withdrawal from the purchase contract referred to in point 4.1, the buyer fills in the return form located on the seller's web interface, states the account number to which he requests to return the paid purchase price and sends the completed form together with the goods and a copy of the original invoice address PROPEC spol. r. o., Pražská 691, Úvaly u Prahy, postal code: 250 82.

4.3. However, the buyer is not entitled to withdraw from the contract if the goods have been specially modified for his person at his request.

4.4. The buyer is obliged in the case of point 4.1. send / hand over the delivered goods back to the seller within 14 days of withdrawal from the contract. The seller will send the buyer the funds within 14 days of receipt and inspection of the returned goods. If the buyer-consumer has chosen other than the cheapest method of delivery of goods offered by the seller, the seller will return to the buyer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.

4.5. The buyer is obliged to return the goods undamaged and, if possible, in the original packaging. The seller is entitled to unilaterally set off the financial expression of the degree of damage to the goods or packaging caused by loading by the buyer against the purchase price, which he is to send back to the buyer.

4.6. The direct costs of returning the goods after withdrawal from the contract shall be borne by the consumer. If the goods cannot be returned by ordinary mail due to their nature, the consumer will bear the costs in the maximum estimated amount of CZK 3,000.

4.7. The buyer - the entrepreneur is not entitled to withdraw from the contract according to point 4.1 .; the relevant provisions of the Civil Code apply to withdrawal from the contract by the buyer entrepreneur.

## 5. Transport

5.1. The buyer is obliged to check the integrity of the packaging of the goods upon receipt of the goods. In the event of damage, the buyer will immediately notify the carrier and write a complaint protocol with him.

5.2. The buyer is not obliged to accept the goods and pay the purchase price if there is a clear interference in the packaging and goods by a third party.

5.3. If the buyer has agreed with the seller on a specific place of delivery of goods, the buyer bears the risks and associated additional costs.

5.4. If the seller is obliged under the purchase contract to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in another way than stated in the order, the buyer is obliged

## 6. Shipping and packing

6.1. Package up to 35kg - GLS express package service

Possibility of sending the assortment by express package service GLS. We do not send through the GLS service: ceramic tiles, large gypsum molds, casting materials - there is a risk of breakage / spillage. Order via the E-shop or send the order to [propec@volny.cz](mailto:propec@volny.cz).

**Important:** If ordering via e-mail, state the exact address, telephone number, type of goods (exact designation) and quantity ordered. We send the goods mainly by cash on delivery, GLS will deliver the shipment the day after dispatch. So you can choose the day of delivery so that someone can take over the shipment. The price of postage depends on the weight and difficulty of packing.

### Approximate price list of GLS transport (including VAT):

weight up to 2 kg - 140 CZK

weight up to 5 kg - 180 CZK

weight up to 10 kg - 200 CZK

weight up to 20 kg - 220 CZK

weight up to 35 kg - 290 CZK

weight up to 60 kg - 540 CZK

Package up to 35kg - the ability to send multiple packages at once. Good value is included in the price.

### Important: Acceptance of the shipment

**Everyone is obliged to check the shipment upon receipt. Record any damage (broken / destroyed packaging) in the consignment note. The carrier does not accept any subsequent complaints.**

## 6.2. Shipment on a pallet - DACHSER transport service or PST CLC transport service

We send larger shipments on a pallet, the price depends on the distance and weight of the shipment.

Approximate price list of transport (including VAT):

Country	< 5kg	< 10kg	< 20kg	< 35kg
Slovensko	12 EUR	15 EUR	18 EUR	23 EUR
Germany, Austria, Poland, Hungary, Slovenia, Croatia, Romania	18 EUR	22 EUR	26 EUR	30 EUR
Belgium, Netherlands, Denmark, Estonia, Lithuania, Latvia, Switzerland	24 EUR	34 EUR	39 EUR	45 EUR
Bulgaria, Italy, Spain	36 EUR	51 EUR	59 EUR	70 EUR
Greece, Portugal, Finland, Norway, Sweden	48 EUR	66 EUR	78 EUR	90 EUR

### Important: Acceptance of the shipment

Everyone is obliged to check the shipment upon receipt. Record any damage (broken / destroyed packaging) in the consignment note. The carrier does not accept any subsequent complaints.

## 7. Rights from defective performance

7.1. The buyer is entitled to exercise his rights from defective performance within 24 months of receipt of the goods (for more details, see the Complaints Procedure in point 7). This does not apply to goods from the seller's range, for which it follows from the nature of the matter that they can only be used for less than 24 months and in this shorter period it is also possible to exercise rights from defective performance (eg ceramic clay, kiln rollers, etc.). For such goods, the period for which they can be used is stated in the description of the goods, on its packaging or instructions for its use. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by the relevant generally binding legal regulations (especially the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., On consumer protection, as amended)

7.2. The buyer is not entitled to exercise the rights arising from defective performance:

- a) in the case of an item sold at a lower price for a defect for which a lower price was agreed,
- b) wear and tear of the item caused by its normal use,
- c) in the case of a used item, a defect corresponding to the degree of use or wear and tear that the item had when the item was taken over by the buyer; or
- d) if it follows from the nature of the matter.

7.3. The rights arising from defective performance are exercised by the buyer through a complaint form located on the seller's web interface.

7.4. The seller responds to the buyer that the goods are free of defects upon receipt. In particular, pursuant to Section 2161 (1) of the Civil Code, the seller is responsible to the buyer that:

- a) the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, those which the seller or manufacturer has described or expected by the buyer having regard to the nature of the goods and the advertising made by them;

- b) the thing is suitable for the purpose stated by the seller for its use or for which the thing of this kind is usually used,
- c) the item corresponds in quality or design to the agreed sample or model, if the quality or design was determined according to the agreed sample or model,
- d) the matter complies with the requirements of the legislation.

7.5. If the defect of the goods becomes apparent in the first six months after receipt, it is considered that the goods were defective at the time of receipt.

## **8. Complaints procedure**

8.1. The seller is entitled to reject the goods claim in particular:

- a) if they have been used for purposes other than those intended, the use of goods for purposes other than those intended also means the use of the goods in the given operating conditions for which the goods were inappropriately chosen at the time of purchase;
- b) in cases of modification and interference with the structure of the product,
- c) in cases of normal wear and tear,
- d) maintained, used and operated in contravention of the instructions,
- e) in cases of negligence, at least basic care of the product; or
- f) when causing mechanical damage caused by careless handling of the product.

8.2. The claimed goods must not be heavily polluted, moldy, wet, strongly smelling, according to the wording of Act No. 258/2000 Coll., On the protection of public health, as amended and later regulations, otherwise the seller is entitled to reject the complaint.

8.3. The maintenance of the goods must be carried out in accordance with the instructions enclosed with the goods.

8.4. The buyer attaches a copy of the proof of purchase to the claimed goods or otherwise proves the purchase of goods from the seller.

8.5. The costs associated with sending the goods for complaint are always covered by the buyer, in the case of a recognized complaint, the buyer will be compensated postage in the necessary amount. In the event of an unjustified complaint, all costs associated with the complaint will be passed on to the buyer.

8.6. The buyer will be informed about the receipt of the returned or claimed goods via the entered email address.

8.7. According to a professional assessment, the seller decides on the method of handling the complaint within 30 days of receiving the complaint via the complaint protocol, which will be sent to the buyer at the email address entered by him.

8.8. The seller recommends that the buyer, in the first use, purchase the goods in smaller quantities and test them in a test run under the buyer's conditions and for the intended purposes. Otherwise, a justified rejection of a possible complaint within the meaning of paragraph 7.1. (a) GTC.

8.9. The seller does not accept liability for damage resulting from the operation of the goods caused in connection with its usual functional properties and for damage resulting from improper use of the goods, as well as for damage caused by external events or incorrect handling. Damages of this nature cannot be considered as damage caused by defects in the goods and are therefore not covered by the seller's liability.

## **9. Protection of personal data**

9.1. These GTC summarize the basic principles and principles of handling personal data, and are drafted in accordance with Act No. 101/2000 Coll., On the protection of personal data, as amended and as amended. In no case is the data provided to a third party.

9.2. By filling out the order form located on the seller's web interface, the buyer agrees to the inclusion of the provided data (name, surname, address, telephone number, email address, identification number and tax identification number) in the seller's database with the possibility of their subsequent processing. The information is used only for the exercise of rights and obligations under the purchase agreement, for advertising and marketing activities and for sending information and business messages to the buyer.

9.3. Pursuant to Section 10 of the above-mentioned Act, the Operator ensures that the Buyer does not suffer damage to his rights, especially the right to preserve human dignity, and also ensures protection against unauthorized interference with the Buyer's private and personal life.

9.4. Pursuant to § 12 par. 1 of the above-mentioned Act, the buyer has the right to ask the seller how his data is handled and the seller is obliged to respond to this request.

9.5. The buyer has the right to change his personal data at any time in his customer account on the web interface.

9.6. The buyer has the right to delete or modify his personal data in the seller's database. The application must be sent in writing to the address PROPEC spol. s r.o., Pražská 691, Úvaly u Prahy, postal code: 250 82 or electronically to e-mail: [propec@volny.cz](mailto:propec@volny.cz) and the seller undertakes to delete all data on the buyer from the database or make the necessary adjustments to the database no later than 14 days from the delivery of the request. restoring faultless condition.

## **10. Other and final communications**

10.1. Legal relations established by the purchase contract are governed by Czech law. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <http://www.coi.cz>, is responsible for out-of-court settlement of consumer disputes arising from the purchase contract.

10.2. The operator is entitled to change these GTC. The seller is obliged to inform about the change on the web interface, in such a way that the buyer can get acquainted with the change of the GTC.

10.3. Buyers are entitled to reject any change to these GTC by immediately sending their disagreement to the seller's email. In case of disagreement with the change of the GTC, the buyers are entitled to withdraw from the concluded purchase contracts.

10.4. With any complaint or question, the buyer can contact [propec@volny.cz](mailto:propec@volny.cz). The purchase contract, including the general terms and conditions, is archived by the seller electronically and is not accessible.

10.5. Seller's contact details: PROPEC spol. s r. o., Pražská 691, Úvaly u Prahy, postal code: 250 82, bank connection in the Czech Republic: 8988359/0800. IČ: 48951609, DIČ: CZ48951609

10.6. If the relationship established by the purchase contract contains an international element, the contractual relationship is governed by Czech law.

10.7. The invalidity or ineffectiveness of any provision of the Terms and Conditions does not constitute the invalidity of the GTC as a whole. This is replaced by a provision that comes as close as possible to an invalid or ineffective provision.

10.8. These GTC come into force upon publication.

*PROPEC spol. s r.o.*