

Therm and conditions for shop

General business conditions for stone trade

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 the needs for ceramic workshops, which takes place in the seller's business premises (hereinafter also "the seller's stone shop").

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 in the stone shop of the seller f. Propec spol. s r.o. at Pražská 691, 250 82 Úvaly.

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 buys the goods in the seller's stone shop.

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 premises of the seller's stone shop, on the seller's website and the buyer confirms with his signature that he has read these terms and conditions in advance.

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 order of goods in the seller's stone shop is a proposal for the conclusion of a purchase contract, which will be concluded by the acceptance of the order by the seller.

2.3. 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.

2.4. 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.

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

2.6. The seller is entitled and at the same time obliged to fulfill only orders regarding the goods and their execution, which it offers in its stone shop, with the exception of the possibility of exhaustion of stocks or inability to fulfill.

2.7. The buyer is obliged to take the ordered goods and pay their total price. The buyer understands the total amount to be paid before concluding the purchase contract.

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) payment by card or payment in cash upon receipt of the goods at the seller's business premises.
- b) After prior approval by the seller, it is possible to deliver the goods on an invoice with a maturity of 14 days.

3.2. 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.

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

3.4. 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. The seller attaches these GTC to the tax document.

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

4. Rights from defective performance

4.1. 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 for which it follows from the nature of the matter that they can only be used for less than 24 months and during this shorter period it is also possible to assert rights from defective performance. 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)

4.2. 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.

4.3. The rights arising from defective performance are exercised by the buyer through complaints made in the seller's business premises.

4.4. 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.

4.5. If the defect of the goods becomes apparent within the first six months of receipt, it is considered that the goods were defective at the time of receipt, if the goods are not sold to the entrepreneur in the course of his business activities.

5. Complaints procedure

5.1. 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.

5.2. 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.

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

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

5.5. 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.

5.6. According to a professional assessment, the seller decides on the method of handling the complaint within 30 days of receiving the complaint via a complaint protocol, which will be sent to the buyer or handed over to the buyer at the seller's business premises.

5.7. 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 5.1. (a) GTC.

5.8. 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

6. Other and final communications

6.1. 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.

6.2. The operator is entitled to change these GTC. The seller is obliged to inform about the change on the web interface and directly in the seller's business premises, in such a way that the buyer can get acquainted with the change of the GTC. The provisions of the GTC valid at the time of concluding the purchase contract shall apply to already concluded purchase contracts.

6.3. With any complaint or question, the buyer can contact propec@volny.cz.

6.4. 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

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

6.6. 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.

6.7. These GTC come into force upon publication.