

# TERMS AND CONDITIONS

## 1. INTRODUCTION

- 1.1. These business terms and conditions (hereinafter "Business Terms and Conditions") of **OČVeD s.r.o.**, registered office at **Dobrá 485, 739 51 Dobrá u Frýdku-Místku**, Company Reg. No.: **25871153**, incorporated in the Commercial Register by the **Regional Court in Ostrava, Section C, File No. 23700** (hereinafter "Seller") provide for, pursuant to Section 1751 Art. 1 Act No. 89/2012 Coll., Civil Code (hereinafter "Civil Code"), the mutual rights and duties of the contracting parties established in relation to or based on the sales contract (hereinafter "Sales Contract") entered into by and between the Seller and another body non-corporate (hereinafter "Buyer") via the Seller's internet shop. The Seller operates the internet shop on a website located at the address [www.a20.cz](http://www.a20.cz) (hereinafter "Website"), via the website interface (hereinafter "E-shop Website Interface").
- 1.2. The Business Terms and Conditions shall not apply to cases when the party which intends to purchase goods from the Seller shall be a body corporate or other party, which shall operate during ordering of goods in the capacity of its business operations or performance of occupation.
- 1.3. Provisions variant from the Business Terms and Conditions can be provided for in the Sales Contract. Variant provisions in the Sales Contract shall have priority over Business Terms and Conditions.
- 1.4. The provisions of the Business Terms and Conditions shall be an integral part of the Sales Contract. The Sales Contract and Business Terms and Conditions are drafted in the Czech language. The Sales Contract can be executed in the Czech language.
- 1.5. The Seller shall be entitled to amend or supplement the wording of the Business Terms and Conditions. This provision shall not affect the rights and duties arising during the term of the preceding wording of the Business Terms and Conditions.

## 2. EXECUTION OF SALES CONTRACT

- 2.1. All presentation of goods on the E-shop Website Interface is of an informative nature and the Seller shall not be obliged to execute a Sales Contract with respect to such goods. Section 1732 Art. 2 Civil Code shall not apply.
- 2.2. The E-shop Website Interface contains information about goods, including prices of goods and costs of goods return, if the goods cannot by their nature be returned by regular mail. The prices of goods are shown including value added tax and all related fees. The prices of goods shall be valid for the duration of their display on the E-shop Website Interface. This provision shall not limit the Seller's option of executing a Sales Contract under individually arranged conditions.
- 2.3. To order goods the Buyer shall fill in the order form in the E-shop Website Interface.
- 2.4. Prior to sending the order to the Seller the Buyer shall have the opportunity to check and change data which the Buyer entered into the order, even with respect to the Buyer's opportunity to find and correct mistakes made during entering of data in the order. The Buyer shall send the order to the Seller by clicking the "Confirm Order" button. The Seller shall deem the data in the order to be correct. Without any undue delay after receiving the order the Seller shall confirm such receipt by electronic mail to the electronic mail address of the Buyer set out in the User Account or in the order (hereinafter "Buyer's Electronic Address").

- 2.5. The Seller shall always be entitled to, depending on the nature of the order (quantity of goods, purchase price, presumed transport costs), to request the Buyer for additional confirmation of the order (e.g. in writing or by telephone).
- 2.6. The contractual relationship between the Seller and Buyer shall arise by delivery of confirmation of the order (acceptance), which shall be sent to the Buyer by electronic mail, to the Buyer's Electronic Address.
- 2.7. The Buyer agrees with the use of remote communication tools when executing the Sales Contract. The costs incurred by the Buyer for use of remote communication tools related to the execution of the Sales Contract (internet connection costs, telephone call costs) shall be borne by the Buyer, whereas these costs do not differ to the base rate.

### 3. PRICE OF GOODS AND TERMS OF PAYMENT

- 3.1. The Buyer can pay the Seller the price of goods and any costs related to delivery of goods using the following methods:
  - in cash at the Seller's office at OČVeD s.r.o., Dobrá 485, 739 51 Dobrá u Frýdku-Místku;
  - in cash on delivery at the place specified by the Buyer in the order;
  - by bank transfer to the Seller's account No. 193291392/300, at the Československá obchodní banka, a.s. (hereinafter "Seller's Account");
- 3.2. Together with the purchase price the Buyer shall also pay the Seller any costs related to the packaging and delivery of the goods in the agreed amount. Unless expressly specified otherwise, the purchase price shall also mean costs related to delivery of goods.
- 3.3. The Seller shall not request from the Buyer any advance payment or other similar payment. This shall not affect the provision of Art. 4.6 of the Business Terms and Conditions related to the obligation to pay the purchase price for goods in advance.
- 3.4. In case of cash payment of cash on delivery payment the purchase price shall be due at acceptance of goods.
- 3.5. In case of cashless payment the Buyer shall pay the purchase price of the goods together with citing the payment variable symbol. In case of cashless payment the Buyer's duty to pay the purchase price shall be fulfilled at the moment of crediting the due amount to the Seller's Account.
- 3.6. The Seller shall be entitled to, particularly if the Buyer shall not give additional confirmation of the order (Art. 3.6), require payment of the whole purchase price before the shipping of the goods to the Buyer. Section 2119 Art. Civil Code shall not apply.
- 3.7. Any discounts on the purchase price provided by the Seller to the Buyer shall not be combinable.
- 3.8. If it is common business practice or if stipulated by generally binding legal regulations, the Seller shall issue a tax document – invoice to the Buyer with respect to the payments performed under the Sales Contract. The Seller is a value added tax payer. The Seller shall issue the Buyer the tax document – invoice after payment of the price of goods and send it in electronic format to the Buyer's Electronic Address.

### 4. TERMINATION OF SALES CONTRACT

- 4.1. The Buyer hereby acknowledges that subject to Section 1837 Civil Code, it is not,, amongst others, possible to terminate a Sales Contract for delivery of goods which were modified according to the Buyer's requirements or for the Buyer; terminate a Sales Contract for delivery of goods subject to quick

deterioration, as well as goods which were irreversibly mixed with other goods; terminate a Sales Contract for delivery of goods in closed packaging which was opened by the Buyer and such goods cannot be returned for hygienic reasons; or terminate a Sales Contract for delivery of audio or video recordings or computer software, if the original packaging shall be broken.

- 4.2. In cases not specified in Art. 5.1 or any other case when the Sales Contract cannot be terminated, the Buyer shall, subject to Section 1829 Art. 1 Civil Code, be entitled to terminate the Sales Contract within fourteen (14) days from receipt of goods, whereas if the subject of the Sales Contract shall be delivery of several types of goods or delivery of several parts, the period shall run from the date of acceptance of the final delivery of goods. The notice of contract shall be sent to the Seller within the period set out in the previous sentence. To terminate the Sales Contract the Buyer can use the sample form provided by the Seller, which is an appendix to the Business Terms and Conditions. The Buyer can send the notice of contract, amongst others, to the Seller's place of business or Seller's Electronic Address [sekretariat@a20.cz](mailto:sekretariat@a20.cz).
- 4.3. In case of termination of the Sales Contract under Art. 5.2 Business Terms and Conditions the Sales Contract shall be terminated from its start. The goods shall be returned to the Seller within fourteen (14) days from the date of termination of the Sales Contract. If the Buyer shall terminate the Sales Contract, the Buyer shall bear all costs related to the return of goods to the Seller, even in cases when the goods cannot be returned by standard mail due to their nature.
- 4.4. In case of termination of the Sales Contract under Art. 5.2 Business Terms and Conditions the Seller shall return all money received from the Buyer within fourteen (14) days from the date of termination of the Sales Contract by the Buyer, using the same method as was used for the Seller to receive the money from the Buyer. The Seller shall also be entitled to return payments provided by the Buyer already upon return of goods by the Buyer using a different method if the Buyer shall agree and if the Buyer shall not incur any extra costs. If the Buyer shall terminate the Sales Contract, the Seller shall not be obliged to return received payments to the Buyer earlier than the Buyer shall return the goods or demonstrate that the goods were sent to the Seller.
- 4.5. The Seller shall be entitled to set off the claimed costs of damages to goods unilaterally against claims of the Buyer for return of the purchase price.
- 4.6. Until the moment of acceptance of goods by the Buyer the Seller shall be entitled to terminate the Sales Contract at any time. In such case the Seller shall return to the Buyer the purchase price without any undue delay, by bank transfer to the account specified by the Buyer.
- 4.7. If the Buyer shall receive a gift together with the goods, the deed of gift between the Seller and Buyer shall be executed with a termination clause which shall stipulate that in case of termination of the Sales Contract by the Buyer, the deed of gift shall become void with respect to the provided gift and the Buyer shall return the respective gift together with the goods to the Seller.

## 5. TRANSPORT AND DELIVERY OF GOODS

- 5.1. If the method of transport shall be agreed based on a special request by the Buyer, the Buyer shall bear the risk and any additional costs relate to such method of transport.
- 5.2. If the Seller shall be obliged, subject to the Sales Contract, to deliver goods to the place specified by the Buyer in the order, the Buyer shall accept the goods at same place.

- 5.3. If, for reason on the Buyer's part, the goods shall be delivered repeatedly or by other method than is specified in the order, the Buyer shall pay any costs related to repeated delivery of goods, or costs related to other method of delivery respectively.
- 5.4. Upon receipt of goods from the forwarder the Buyer shall check the integrity of the packaging of goods and in any case of defects report same without any undue delay to the forwarder. In case of any damages to packaging demonstrating unauthorized intervention with the shipment the Buyer shall not accept such shipment from the forwarder.
- 5.5. Other rights and duties of the contracting parties during transport of goods can be arranged for by special delivery terms and conditions of the Seller if issued by the Seller.

## 6. RIGHTS FROM DEFECTIVE PERFORMANCE

- 6.1. The rights and duties of the contracting parties with respect to rights from defective performance shall be governed by generally binding legal regulations (particularly Section 1914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 Civil Code).
- 6.2. The Seller shall be liable to the Buyer that the goods shall be free from any defects at acceptance. The Seller shall be liable to the Buyer that at the time of acceptance of goods by the Buyer:
  - 6.2.1. the goods shall exhibit the properties agreed by the parties, and if such provision shall be absent, then the goods shall exhibit properties which the Seller or producer described or which the Buyer expected with respect to the nature of the goods and based on any advertisement,
  - 6.2.2. the goods shall be fit for the purpose which the Seller shall specify for its use or for which the goods of this nature shall commonly be used,
  - 6.2.3. the goods' quality or design shall correspond to the agreed sample or model, provided that quality and design shall be determined according to an agreed sample or model,
  - 6.2.4. the goods shall be in the corresponding quantity, size or weight, and
  - 6.2.5. the goods shall comply with legal requirements.
- 6.3. Provisions set out in Art. 7.2 Business Terms and Conditions shall not apply to goods sold at discount for reason of defects, for which a lower price shall be agreed; to worn goods caused by its common use; in the case of used goods for defects corresponding to the degree of use and wear which the goods shall exhibit at time of acceptance by the Buyer; or if same shall arise from the nature of the goods.
- 6.4. If a defect shall manifest during six months from date of acceptance, it shall be deemed that goods were defective at time of acceptance. The Buyer shall be entitled to claim rights from defects which shall manifest in consumer goods during twenty four months from date of acceptance.
- 6.5. The Buyer shall claim rights from defective performance with the Seller at the address of the Seller's business premises where receipt of claims shall be possible with respect to the range of sold goods, or at the registered office or place of business. The moment of making a claim shall be the moment when the Seller shall receive the claimed goods from the Buyer.
- 6.6. Other rights and duties related to the liability of the Seller for defects can be provided for in the Seller's Claims Regulations.

## 7. OTHER RIGHTS AND DUTIES OF THE CONTACTING PARTIES

- 7.1. The Buyer shall acquire title to the goods upon payment of the whole purchase price.

- 7.2. The Seller is not bound in its relationship to the Buyer by any codes of conduct in the sense of Section 1826 Art. 1 clause e) Civil Code.
- 7.3. The Seller shall provide for extra judicial settlement of consumer complaints via the electronic address sekretariat@a20.cz. The Seller shall send information about settlement of the Buyer's complaint to the Buyer's electronic address.
- 7.4. The Seller is authorized to sell goods based on a trade licence. The respective trade licensing office performs inspections of licensees. Supervision of protection of personal data is performed by the Office for Protection of Personal Data. The Czech Trade Inspectorate performs, amongst others, supervision of compliance with Consumer Protection Act No. 634/1992 Coll., as subsequently amended.
- 7.5. The Buyer hereby undertakes the risk of change in conditions under Section 1765 Art. 2 Civil Code.

## 8. PROTECTION OF PERSONAL DATA AND INFORMATION ON PROCESSING

- 8.1. Protection of personal data of the Buyer, who is a body non-corporate, is provided under the Personal Data Protection Act No. 101/2000 Coll., as subsequently amended. The processing of personal data takes place in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council.
- 8.2. The Buyer hereby agrees with the processing of the Buyer's following personal data: name and surname, residential address, identification number, tax registration number, electronic mail address, telephone number and company registered address (hereinafter "Personal Data").
- 8.3. The Buyer hereby agrees with the processing of Personal Data by the Operator (Seller) for the purposes of execution of rights and duties under the Sales Contract and for the purposes of administering the User Account. If the Buyer shall not select another option, the Buyer agrees with processing of Personal Data by the Seller also for the purposes of sending information and business news to the Buyer. Agreement with the processing of Personal Data in the scope of this article is not a condition which would alone preclude the execution of a Sales Contract.
- 8.4. The Buyer hereby acknowledges that it shall provide its Personal Data (during registration, in the User Account, during ordering via the E-shop Website Interface) correctly and truly and that the Buyer shall inform the Seller, without any undue delay, of any changes in Personal Data.
- 8.5. The Seller shall be authorized to delegate processing of the Buyer's Personal Data to a third party as the processor. Besides parties transporting goods, the Seller shall not provide Personal Data to any third party without the prior consent of the Buyer.
- 8.6. Personal Data will be processed in electronic form by non-automatic methods. The storage period is determined by the applicable laws and the duration of your consent.
- 8.7. The Buyer hereby confirms that the provided Personal Data are accurate and that the Buyer was advised that provision of Personal Data is voluntary.
- 8.8. If the Buyer should conceive that the Seller or processor (Art. 9.5) shall process the Buyer's Personal Data in contradiction to protection of personal data or law, particularly inaccurate personal data with respect to the purpose of their processing, the Buyer may:
  - 8.8.1. demand explanation from the Seller or processor,
  - 8.8.2. demand that the Seller or processor remedies such arisen situation.

8.9. If the Buyer shall request information about processing of the Buyer's Personal Data, the Seller shall provide such data. The Seller shall be entitled to request reasonable consideration for provision of information, under the preceding clause, not exceeding costs necessary for provision of such information.

## 9. SENDING BUSINESS MESSAGES AND SAVING COOKIES

- 9.1. The Buyer hereby agrees with sending of information related to goods, services or the business of the Seller to the Buyer's electronic address and, further, with sending of business messages of the Seller to the Buyer's electronic address.
- 9.2. When you visit our site, just like most other sites, they can store small files on your mobile phone, tablet, or hard drive on your computer. Cookies contribute to making our site work and provide information on how users use the site (third-party analytical tools) and allow visitors who have shown interest in our products to show our ads on external advertising systems. Thanks to this information, we can improve our site. If you use our site, you indicate that you agree to the use of cookies and similar technologies. If you want to delete them, you can do so in your browser settings. If it shall be possible to perform a purchase on the website and perform the Buyer's duties under the Sales Contract without saving so-called cookies in the Buyer's computer, the Buyer shall be entitled to revoke its agreement.

## 10. SERVICE

- 10.1. The Buyer may be served at the Buyer's electronic address.

## 11. MISCELLANEOUS

- 11.1. If the relationship established by the Sales Contract shall contain an international (foreign) element, then the parties hereto agree that this relationship shall be governed by Czech Law. This shall not affect the rights of the consumer under generally binding legal regulations.
- 11.2. If any provision of the Business Terms and Conditions shall be invalid or ineffective, or shall become same, the invalid provision shall be replaced by a provision which sense shall correlate with the invalid provisions as closely as possible. The validity of other provisions shall not be affected by the invalidity or ineffectiveness of one provision.
- 11.3. The Sales Contract, including Business Terms and Conditions, shall be archived by the Seller in electronic form and shall not be accessible.
- 11.4. A sample form for termination of the Sales Contract shall form an appendix to the Business Terms and Conditions.
- 11.5. Seller's contact data: address for correspondence OČVeD s.r.o., Dobrá 485, 739 51 Dobrá u Frýdku-Místku, electronic mail address sekretariat@a20.cz, telephone 558 621 158, mobile +420 739 036 858.

## CLAIM REGULATIONS

for Contract for Work (repair, modification and maintenance service)

**OČVeD s.r.o.**

Dobrá 485

739 51 Dobrá

Company Reg. No. 258 711 53

tel.: +420 558 621 158  
mobile: +420 739 036 858  
e-mail: info@afigo.cz

## **Introduction**

- The rights of the customer from defective performance (hereinafter "Claim") shall always be enforced in compliance with these Claim Regulations and with generally binding regulations. The contractor shall acquaint the customer with these Claim Regulations in a suitable way and upon the customer's demand the contractor shall provide same in printed form. These Claim Regulations comply with Act No. 89/2012 Coll. Civil Code and Consumer Protection Act No. 634/1992 Coll., in wording as at 1st January 2014.
- The customer shall be entitled to claim the work if the work shall not correspond to the agreement between the customer and contractor. The contractor shall be liable for defects present in the work at the time of acceptance; after acceptance the contractor shall be liable for defects only if the contractor shall breach its contractual or statutory duty. The contractor shall not be liable for defects caused by inappropriate nature of the object which the customer shall provide the contractor for performance of the work, or instruction from the customer, if the contractor shall inform the customer of the unsuitability of the object or instruction without any undue delay, or if the contractor could not identify the unsuitability even when applying necessary diligence.
- These Claim Regulations shall not apply to custom-made products and advertising gifts.

## **Exercising a claim**

- The customer shall be entitled to exercise a claim in any business premises of the contractor in which receipt of the claim shall be possible with respect to the provided services, or even at the registered office or place of business of the contractor. The contractor shall ensure the presence of personnel authorized to accept claims for the entire opening hours.
- If exercise of a right from claim should pose substantial difficulties for the consumer, particularly because it shall be difficult to transport the work to the place of claim by standard method or the work shall be integrated in an immovable, the contractor shall assess the defect, upon agreement with the customer, either on site or by other means. In such case, the customer shall provide the contractor with necessary cooperation.

## **Term for exercising a claim**

- The customer shall point out evident defects at work acceptance, and notify the contractor of other than evident defects without any undue delay after finding such defects, however, not later than within two years from the date of work acceptance. If the customer shall accept the work without objections or if defects shall not be notified without undue delay, the contractor may object that the customer did not exercise its right timely and reject the claim.

## **Settlement of a claim**

- The contractor shall decide on a claim immediately, or within three business days in complicated cases. This term shall not include the time necessary for expert assessment of the defect. The contractor shall issue the customer written confirmation containing the date of claim, nature of claimed defect, customer required method of claim settlement and method of information of the customer about claim settlement. The claim, including remedy of defect shall be settled without any undue delay, however, latest within 30 days from the date of claim, unless the contractor and customer shall agree a longer term. The futile lapse of the term shall be deemed a serious breach of the contract.

## **Rights from defects**

- A defect of work shall be deemed serious breach of contract in cases when the customer would not execute the contract for work if the customer would foresee such defect during execution of the contract; in other cases it shall be a defect which shall not be a serious breach of contract.
- If the defect shall be deemed a serious breach of contract, the customer shall, at its own discretion, be entitled to performance of a replacement work, repair, an adequate discount or terminate the contract. If the defect shall be an unsubstantial breach of contract, the customer shall be entitled to remedy of the defect or an adequate discount.
- The customer shall not be entitled to demand performance of a replacement work if the subject of work cannot be returned or handed over to the contractor due to the nature of the work.

## **Processed object**

- If the work shall include an object which the contractor shall procure for the customer and which is processed during performance of the work (e.g. part, spare component, etc.), the contractor shall be in position of a seller in relation to the customer. The customer shall have rights from defective performance particularly under provisions of the sales contract and sale of goods in a shop. Claims of a part or component shall be governed by the claim regulations for consumer goods.

## **Quality Warranty**

- If the Contractor shall provide a quality warranty over and above statutory duties, its enforcement shall be governed by these claim regulations, unless the warranty certificate or contract specify otherwise.

## **Costs of Dispute Settlement**

- If a claim is confirmed as warranted, the Customer shall be entitled to reimbursement of purposefully expended costs related to the exercise of the Customer's right.
- If the Seller shall reject the claim as unwarranted, the Buyer or both parties, upon agreement with the Seller, can seek a court expert in the respective field to draft an independent expertise to assess the defect.



- If no agreement is reached between the Customer and Contractor, the Customer can approach existing systems of extrajudicial settlements of consumer disputes, particularly the [www.vasestiznosti.cz](http://www.vasestiznosti.cz) system, or any pertinent court.