

General Terms and Conditions

1 Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as the “GTC”) regulate the relationship between the parties to the Purchase Contract, namely Zabojska s.r.o., Company ID No. 08084734, Tax ID No. CZ08084734, with its registered office at Rebešovice, Reg. No. 25, post code 664 61, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 111795, as the Seller (hereinafter referred to as the “Seller”), and the Buyer (hereinafter referred to as the “Buyer”).
2. The Buyer is a consumer or entrepreneur.
3. A consumer is anyone who enters into a contract with the Seller or otherwise deals with the Seller beyond his/her own business activities or beyond the performance of his/her self-employment.
4. An entrepreneur is someone who performs a profitable activity on the basis of a trade licence or in a similar manner on their own account and liability with the aim to perform the activity continuously in order to generate profit. An entrepreneur is, among others, for the purpose of consumer protection, also any person who enters into a contract related to its own business, manufacturing or similar activities, or engages in professional self-employment, or a person acting on behalf and on the account of the entrepreneur. For the purposes of the GTC, an entrepreneur is a person who acts in accordance with the previous sentence within its business activities. If the Buyer states its identification number in the order, it acknowledges that it is subject to the rules for entrepreneurs.
5. By placing an order, the Buyer confirms that, prior to conclusion of an agreement, it has acquainted itself with these GTC, an integral part of which shall also be the communications included in Article II, Complaints Procedure, Privacy Policy and the document “Methods of Transport”, and that it expressly accepts their wording valid and effective at the time of sending the order.
6. The Buyer is aware that by purchasing the products it does not acquire any rights to use registered trademarks, trade names, company logos, etc., of the Seller or of the Seller’s contractual partners
7. A copy of the GTC and an invoice containing the basic data of the agreement including a tax document shall be received by the Buyer as an annex to the order confirmation to the given e-mail address or in the form of a download link. The Buyer agrees to this. References to such documents shall be sent to the Buyer to the e-mail address specified by the Buyer in the order.

2 Pre-agreement Communications

1. The Seller requires payment of the full purchase price, including but not limited to the price for the goods, postage, packaging, etc., before acceptance of the performance by the Buyer from the Seller.

2. The prices of the goods and services on the Seller's website are stated including and excluding VAT, including all charges stipulated by law, nevertheless, the costs of delivery of the goods shall differ according to the selected method and provider of the transport service, the delivery address as well as the method of payment;
3. The Buyer – consumer – cannot withdraw from the contract within 14 days without stating a reason pursuant to Section 1829 of Act No. 89/2012 Coll., the Civil Code, because it is a delivery of goods that have been modified according to the consumer's wishes or for his/her person (Section 1837, letter d, Act No. 89/2012 Coll., the Civil Code). This provision shall not apply to goods not covered by Section 1837 of Act No. 89/2012 Coll., the Civil Code. This does not affect the quality guarantee or liability for defects.
4. If the Buyer – consumer – has a complaint, he/she may apply it via the contact form on the website, or he/she may contact the supervisory authority or state supervision body.
5. If the Buyer orders the goods, the price of the goods is only preliminary. The resulting price of the goods may differ. The Seller shall inform the Buyer of the price change. The purchase price of the goods will be specified in the order confirmation issued by the Seller.
6. The contact e-mail address is info@zabojova.com. However, the Buyer may also use the contact form on the Seller's website.

3 The Agreement

3.1 Conclusion of the Agreement

1. The Buyer may conclude the agreement by:
 - a. ordering the goods on the website operated by the Seller, or sending an order by e-mail, via a contact form, by phone or in writing to the address of the Seller.
 - b. Prior to sending the order, the Buyer shall have the right to change the required goods, transport and method of payment and to check all data entered in the order.
 - c. Subsequently, the Seller shall send the Buyer a summary of the order including the payment instructions.
 - d. The purchase agreement is established upon payment of the full purchase price by the Buyer and confirmation of the order by the Seller. The Seller shall immediately confirm such conclusion of the agreement to the Buyer by notification e-mail sent to the entered e-mail address.
2. Attached to such confirmation is the current version of the GTC, including the Seller's Complaints Procedure in electronic format, or a download link.
3. A concluded agreement (including the agreed price) can only be amended or cancelled by agreement between the parties or for legal reasons, unless otherwise stated in the GTC.
4. The concluded agreement is archived by the Seller for the period specified by the relevant legal regulations, for the purpose of its successful fulfilment and is not accessible to any third parties not involved. Information about the individual technical steps leading to conclusion of the contract is included herein, where this process is transparently described.
5. The Seller reserves the right to declare the purchase agreement invalid if personal data were misused, the payment card was misused, etc., or due to the intervention of an administrative or judicial authority. The Buyer will be informed of such a procedure.

3.2 Delivery of Purchased Item

1. By entering into the Purchase Agreement, the Seller hereby undertakes to hand over to the Buyer the purchased item and to enable the Buyer to acquire ownership of it. The Buyer undertakes to take over the item.
2. The Seller hereby reserves ownership of each such item, therefore, the Buyer shall become the owner only after the purchase price has been paid in full. Similarly, this rule applies when purchasing a license or service.
3. The Seller shall transfer each such item to the Buyer along with the documentation relating to it and shall enable the Buyer to acquire ownership in accordance with the Agreement.
4. The Seller shall be considered to have fulfilled the obligation to hand each such item over to the Buyer if it enables the Buyer to dispose of the item at the place of performance and notifies the Buyer thereof in a timely manner.
5. The Seller shall hand over the item to the Buyer - entrepreneur - by handing it over to the first carrier for transportation to the Buyer and shall enable the Buyer to assert the rights from the transport agreement against the carrier. The Seller shall hand over the item to the Buyer – the consumer as soon as the item is handed over to it by the carrier.
6. The Seller shall hand the subject of purchase over to the Buyer in the agreed quantity, quality, and design.
7. The Seller shall pack the item according to custom in a manner necessary for the preservation of the item and its protection. The Seller shall prepare the item for transport in the same way.

3.3 Transfer of Risk of Damage

1. An item shall be considered defective if it lacks the agreed properties. Defective performance involving other items and in documents necessary for use of an item shall also be considered defects.
2. The Buyer's right from the defective performance is constituted by a defect that the item shows upon passing over the risk of damage to the Buyer, even if it becomes apparent later. The Purchaser's right is also established by a defect occurring at a later date if the defect was caused as a result of the Seller's breach of its obligation.
3. The buyer shall check the item, if possible, as soon as possible after the risk of damage has passed and shall convince themselves of its features and quantity.
4. The risk of damage passes to the Buyer upon receipt of the item. The same effect shall exist if the Buyer fails to take possession of the item even though the Seller has enabled it to dispose of it.
5. Damage to an item that has arisen after passing of the risk of damage to the Buyer shall have no effect on the Buyer's obligation to pay the purchase price, unless the Seller has caused the damage by breaching its obligations.
6. If the respective party is delayed in acceptance of the item, the other party shall become entitled to sell the item following prior notification at the other party's expense in an appropriate manner after the delayed party has been provided with a sufficient period of time for acceptance. This shall also apply if the respective party is delayed in any payment upon which the handover of the item is conditioned.

3.4 Liability for Defects

1. The Seller is liable to the Buyer for the item concerned being free of defects upon acceptance. In particular, the Seller is liable to the Buyer for, at the time of acceptance by the Buyer:
 - a. The item having the properties agreed upon by the parties and the properties described by the Seller.
 - b. The item being in the required quantity, size or weight.
 - c. The item complying with the legal requirements and regulations.
 - d. If a defect manifests itself within six months of the acceptance, the item is deemed to have been defective at the time of the acceptance, unless the Seller proves otherwise.
 - e. The Buyer is entitled to claim the right related to a defect manifested in the item within twenty-four months of receipt, unless otherwise stated; however, this does not apply to:
 - An item sold for a lower price for a defect for which a lower price has been agreed upon.
 - Wear of an item through its ordinary use.
 - If it is inherent in the nature of the item.
 - The Buyer – consumer – acknowledges the fact that if gifts are provided together with the goods, it is not possible to claim the defect right within 24 months. The Buyer – consumer – may only claim defective performance rights for such gifts within 14 days of the date of receipt of the goods. The Buyer – entrepreneur – is not entitled to claim defective performance rights for gifts.
2. Individual periods are governed by the Complaints Procedure.
3. For the Buyer – entrepreneur – the period for exercising defective performance rights may be arranged differently, if expressly stated for the given type of goods; a period stated this way shall take precedence.
4. The Buyer is not entitled to exercise the faulty performance right if the Buyer had prior knowledge that the goods are defective before accepting them, or if the Buyer caused the defect.

3.5 Breach of Contract

1. If the faulty performance represents a breach of the contract, the Buyer shall be entitled to:
 - a. have the defect removed by delivery of a new defect-free item or by delivery of the missing item,
 - b. remedy by repair of the item;
 - c. an adequate discount on the purchase price,
 - d. withdraw from the contract.
2. The Seller shall inform the Buyer of the manner chosen by it to remove the defect.
3. The Seller is obliged to remove the defect within a reasonable time.
4. The Buyer shall also be entitled to delivery of a new item in the case of a removable defect, if the item cannot be properly used due to the repeated occurrence of defects following repairs or due to a larger number of defects. In such case, the Buyer - consumer - has the right to withdraw from the contract.

5. Upon delivery of a new item, the Buyer shall return to the Seller at its own expense the item originally delivered (including all delivered accessories).
6. If the Buyer does not report the defect without undue delay after it could have ascertained it in the course of timely inspection and with sufficient professional care, then it shall not have any right from the defective performance. In case of a hidden defect, then the same shall apply, if the defect is not reported without undue delay after the Buyer could have ascertained it with sufficient professional care.

3.6 Quality Guarantee

1. Through the quality warranty, the Seller undertakes that the item shall be for the defined period fit for use for its usual purpose or that it will retain the usual properties.
2. The warranty period starts running upon handover of the item to the Buyer.
3. The Buyer shall have no rights from the warranty if the defect has been caused after passing of the risk of damage to the item to the Buyer by an external event.

3.7 Follow-up Sale of Purchased Item

1. If the Buyer sells, donates or otherwise transfers the item purchased from the Seller, it is obliged to inform the Seller thereof.
2. If the Buyer fails to inform the Seller, the Seller shall still consider the Buyer to be the owner of the item and the person entitled to assert the rights from defective performance.

3.8 Withdrawal from the Agreement

3.8.1 Withdrawal from the agreement by a consumer

1. The Buyer – consumer – cannot withdraw from the contract within 14 days without stating a reason pursuant to Section 1829 of Act No. 89/2012 Coll., the Civil Code, because it is a delivery of goods that have been modified according to the consumer's wishes or for his/her person (Section 1837, letter d, Act No. 89/2012 Coll., the Civil Code). This provision shall not apply to goods not covered by Section 1837 of Act No. 89/2012 Coll., the Civil Code. This does not affect the quality guarantee or liability for defects.
2. If the Seller and the Buyer agree to withdraw from the agreement, the Buyer shall send or hand over to the Seller without undue delay, no later than fourteen days from the withdrawal from the agreement, the goods received from the Seller, at its own expense.
3. The goods must be returned in full, i.e., including all accessories supplied, with complete documentation, undamaged, clean, if possible including the original packaging, in the condition and value in which the goods were received by the Buyer.
4. The consumer shall be held liable towards the Seller only for decreased value of the goods resulting from the fact that the goods were handled in a different manner than necessary with regard to the character and properties of the goods.
5. The Seller shall return to the Buyer all funds received from the Buyer under the agreement in the agreed manner without undue delay, at the latest within fourteen days of receipt of the

goods returned on the basis of withdrawal from the agreement. The Buyer agrees that the funds will not be returned in cash. The Buyer is responsible for the accuracy of the data for the refund.

6. The Buyer acknowledges that if gifts are provided with the goods, then a donation agreement between the Seller and the Buyer is concluded with the condition that if the rights to withdraw from the agreement are exercised, the donation agreement shall cease to be effective and the Buyer shall be obliged to return the gifts together with the returned goods, including any enrichment. If such gifts are not returned, these values shall be understood as unjustified enrichment of the Buyer. If the subject of unjust enrichment cannot be returned, the Seller shall be entitled to monetary compensation in the amount of its usual value. In the event of withdrawal from the donation agreement, the purchase agreement shall not expire and the agreements shall be assessed separately from this point of view.

3.8.2 Withdrawal from the Agreement in Other Cases

1. The Buyer – entrepreneur – is not entitled to withdraw from the purchase agreement.
2. If the Seller and the Buyer – entrepreneur – agree to withdraw from the agreement, then the Buyer – entrepreneur – acknowledges that the returned purchase price may be reduced by the decrease in the value of the goods.
3. If the Seller and the Buyer – entrepreneur – agree to withdraw from the agreement, then the Buyer – entrepreneur – is obliged to return the goods in the original packaging including all components and accessories. The Buyer – entrepreneur – acknowledges that in the event of non-compliance with this obligation, the Seller reserves the right to charge for such a return of the goods in such an amount as to compensate the Seller for the costs that are necessary to re-sell the goods.
4. The Buyer - entrepreneur - may not withdraw from the Agreement or demand delivery of a new item, if the item cannot be restored to the condition in which it was received.
5. The Seller shall return to the Buyer – entrepreneur – funds in the agreed manner without undue delay, no later than within fourteen days of receipt of the goods returned as a result of withdrawal from the agreement. The Buyer agrees that the funds will not be returned in cash. The Buyer is responsible for the accuracy of the data for the refund.

3.8.3 Withdrawal from the Contract by the Seller in the event of an error in the price of the Goods

1. Except in cases stipulated by law, the Seller is entitled to withdraw from the agreement in the event of an obvious error in the price of the goods.
2. It is possible to withdraw from the agreement according to this clause within 14 days of the day following the date of conclusion of the purchase agreement between the Buyer and the Seller by the Seller cancelling the order or by the Seller otherwise indicating that it is withdrawing from the agreement.
3. If the Buyer has paid at least part of the purchase price of the goods, the amount shall be returned to the Buyer no later than within 14 days of the day following the date of withdrawal from the agreement by the Seller.

4 Security and Protection of Information

In the matter of protection and processing of the Buyer's personal data by the Seller, the Privacy Policy shall apply.

5 Operating Hours

Orders via the Seller's internet shop may be placed at any time. In the event of a failure of the information system or force majeure, the Seller is not responsible for non-compliance with operating hours.

6 Pricing

1. All prices are contractual. The prices are always up-to-date and valid, stated in the Czech currency (CZK), except in cases where an incorrect price is stated.
2. The prices quoted for individual products are final, i.e., including VAT, or all other taxes and charges that the consumer has to pay to obtain the goods, but this does not apply to any freight, delivery and distance communication charges which are stated in the order confirmation and which are based on the Buyer's choice.
3. The Buyer acknowledges that the final prices for the products are rounded up to full crowns in accordance with the applicable legislation. In specific situations, therefore, in the final sum of all the purchased products, there will be a slight deviation from the purchase price indicated in this way due to rounding to whole crowns. A detailed breakdown of the purchase price is always included in the order confirmation.
4. The Buyer acknowledges that there may be cases where no agreement is concluded between the Seller and the Buyer, particularly if the Buyer orders the goods at a price published by mistake due to an error of the Seller's internal information system. In such a case, the Seller shall be entitled to withdraw from the purchase agreement even after the Buyer has received an e-mail confirming its order. The Seller shall immediately inform the Buyer of such a fact.

7 Ordering

Orders can be made in the following ways:

1. Via the electronic shop of the Seller (hereinafter only the "e-shop").
2. By means of the contact form on the Seller's website.
3. By e-mail to the addresses specified on the Seller's website.
4. In writing to the address stated on the Seller's website.
5. By phone.

8 Payment Terms

1. Until full payment and receipt, the goods shall remain the property of the Seller, but the risk of damage to the goods passes to the Buyer upon acceptance of the goods.
2. The invoicing data of the Buyer cannot be changed retroactively after dispatch of the ordered goods.
3. The Seller reserves the right to offer the Buyer only selected payment methods at its own discretion.
4. The Seller does not accept any cash payments.
5. Should the Seller return the funds to the Buyer for any reason whatsoever, the Seller shall return to the Buyer the funds received from it under the agreement in the agreed manner. The Buyer is responsible for the accuracy of the data for the refund of the funds.

9 Shipping Terms

1. The Seller shall choose the method of delivery of the ordered goods to the Buyer based on the ordered goods, particularly dimensions and quantities, and the place of delivery.
2. The delivery period of the ordered goods depends on the ordered goods, in particular their dimensions and quantity, the place of delivery and the method of transport. The Buyer shall be informed of the delivery time of the ordered goods by e-mail.
3. In the event of force majeure or failure of the information system, the Seller shall not be liable for late delivery of the goods.
4. The transport costs will be indicated on the order confirmation. The Seller shall inform the Buyer about the method of transport by e-mail at the moment of dispatch of the goods.
5. In the case of personal handover of an order paid in advance, the Seller may require the submission of proof of identity (identification card or passport) in order to prevent damage and to prevent legitimisation of proceeds of crime. Without submitting any of these documents, the Seller may refuse to hand over the goods. This authorization follows from Section 2900 of the Civil Code, which lays down the obligation of prevention and prudence.
6. Goods purchased by the Buyer – a legal entity – shall be handed over only to the statutory body of the given legal entity or to a person who is proven by a certified power of attorney. In the case of goods purchased by the Buyer – a legal entity – the place of delivery must be the address of the registered office or establishment listed in a commercial, professional or similar register.
7. The Buyer is obliged to check the condition of the consignment together with the carrier immediately after delivery (number of packages, intactness or damage of the box) according to the enclosed shipping note. The Buyer is entitled to refuse acceptance of a consignment which is not in conformity with the Purchase Contract because, for example, the consignment is incomplete or damaged. If this Buyer takes over such a damaged consignment from the carrier, it is necessary to describe the damage in the handover report of the carrier.
8. An incomplete or damaged consignment must be reported immediately by e-mail to the address indicated on the Seller's website and a damage report shall be written up with the carrier and sent without undue delay by e-mail or mail to the Seller. An additional complaint regarding incompleteness or external damage to the consignment does not relieve the Buyer

of the right to claim the item; however, it gives the Seller the opportunity to demonstrate that there is no conflict with the purchase agreement.

10 Warranty Terms and Conditions

The warranty terms and conditions for the goods are governed by the Seller's Complaints Procedure and the relevant Czech legislation. Proof of purchase is usually used as a warranty certificate (see the Complaints Procedure for details).

11 Final Provisions

1. Relationships and any disputes arising under the contract shall be resolved exclusively according to the laws of the Czech Republic and will be resolved by the competent courts of the Czech Republic. The United Nations Convention on Contracts of the International Sale of Goods (CISG) shall in accordance with Article 6 of that Convention not be applicable.
2. Any disputes between the Seller and the Buyer may also be resolved out of court. In such case, the Buyer - consumer - may contact a party of out-of-court dispute resolution, such as the Czech Trade Inspection Authority, or may resolve the dispute online via the designated platform. For more information on out-of-court dispute resolution, please visit the website of the Czech Trade Inspection Authority.
3. The agreement is concluded in the Czech language. In case of any need on the part of the Buyer to translate the text of the agreement, it applies that in case of a dispute regarding the interpretation of the terminology, the Czech language interpretation shall apply.
4. These GTC including their components are valid and effective from 19 /11/ 2019 and cancel the previous version of the GTC, including its parts, and are available electronically on the Seller's website (www.zabojova.com).