

# Terms and Conditions

Business conditions of the company: **Jan Pelc** with registered office: **Koldům 1580, 436 01 Litvínov, Czech Republic**, identification number: **72593334** registered in the Trade Register of Litvínov under the ref. no. 2020149, reg. no. 350802-8234-00 for the sale of goods through an online store located at **www.pekelec.com**.

## 1. Introductory provisions

**1.1.** These Business Terms and Conditions (hereinafter referred to as the "Business Terms") of the company Jan Pelc, registered office at Koldům 1580, 436 01 Litvínov, Czech Republic, identification number: 72593334, registered in the Trade Register of Litvínov under File no. 2020149, registration no. 350802-8234-00 (hereinafter referred to as the "Seller") govern the mutual rights and obligations of the Contracting Parties in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code" (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another individual (the "Buyer") through the Seller's Internet Store. The online store is operated by the seller on a web site located at [www.pekelec.com](http://www.pekelec.com) (the "Website") through the web interface (hereinafter referred to as the "web interface of the store")

**1.2.** Business terms do not apply to cases where a person intending to buy the goods from a seller is a legal person or person who acts when ordering goods in the course of their business or in their independent pursuit of their profession. The buyer is always considered to be such a person if he / she indicates his / her ID in the order.

**1.3.** The provision derogating from the terms and conditions may be negotiated in the sales contract. Distinctive arrangements in the sales contract take precedence over the provisions of the terms and conditions.

**1.4.** Business terms and conditions are an integral part of the sales contract. The Purchase Agreement and the Business Terms and Conditions are prepared in Czech or English. The purchase contract can be concluded in Czech and English.

**1.5.** The seller may change or supplement the terms of the business terms. This provision is without prejudice to rights and obligations arising during the period of validity of the previous terms of business terms.

## 2. User account

**2.1.** Based on buyer registration made on a website, buyers can access their user interface. From its user interface, the buyer can perform the ordering of goods (hereinafter referred to as the "user account"). If the web interface allows the store, the buyer can also order goods without registration directly from the store's web interface.

**2.2.** When registering on a web site and ordering goods, the buyer is obligated to indicate correctly and truthfully all data. The details given in the user account are obligatory for the buyer to update upon any change. The buyer's details on the user account and the ordering of the goods are considered correct by the seller.

**2.3.** Access to the user account is secured by user name and password. Buyer is required to maintain confidentiality regarding the information necessary to access his user account.

**2.4.** Buyer is not authorized to allow the use of a user account to third parties.

**2.5.** The seller may cancel the user account, especially if the buyer does not use his user account for more than 24 months, or if the buyer violates his obligations under the sales contract (including business terms).

**2.6.** The buyer notes that the user account may not be available continuously, especially with regard to the necessary maintenance of the hardware and software of the seller, necessary maintenance of hardware and software of third parties.

## 3. Contract closure

**3.1.** All presentations of the goods placed in the web interface of the store are of an informative character and the seller is not obliged to conclude a purchase contract for these goods. Section 1732 (2) of the Civil Code does not apply.

**3.2.** The web interface of the store contains information about the goods, including the indication of the prices of the individual goods and the costs of returning the goods if these goods can not be returned by their normal postal route. Goods prices are quoted including value added tax and all related fees. Product prices remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract for individually negotiated terms.

**3.3.** The store's web interface also includes information on the cost of packaging and delivering goods. Information on the costs associated with the packaging and delivery of the goods listed in the web interface of the trade is valid only in cases when the goods are delivered within the territory of the Czech Republic.

**3.4.** To order the goods, the buyer will fill out the order form in the web interface of the store. In particular, the order form contains information about the ordered goods (ordered goods "put in" the buyer in the electronic shopping cart of the web interface of the store), the method of payment of the purchase price of the goods, data on the requested method of delivery of the ordered goods and information on the costs related to the delivery of the goods "order").

**3.5.** Before sending the order to the seller, the buyer is allowed to check and modify the data entered by the buyer in the order, even with regard to the buyer's ability to identify and correct the errors that occurred when entering the data into the order. The order is sent by the buyer to the seller by clicking the "Finish order" button. The data listed in the order they are deemed correct by the seller. On receipt of the order, the Seller will acknowledge receipt of the receipt to the buyer by e-mail to the buyer's email address listed in the user account or in the order (hereinafter referred to as the "buyer's electronic address").

**3.6.** The seller is always entitled to ask the buyer for additional order confirmation (for example, in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs).

**3.7.** The contractual relationship between the seller and the buyer is the delivery of an order (acceptance) received by the seller to the buyer by e-mail to the buyer's e-mail address.

**3.8.** The buyer agrees to use the means of communication remotely when concluding the purchase contract. Costs incurred by the buyer when using distance means of communication in connection with the conclusion of a purchase contract (costs of internet connection, telephone call costs) are borne by the buyer himself, which does not differ from the basic rate.

## 4. Prices and payment terms

**4.1.** The buyer may pay the buyer to the price of the goods and any costs associated with delivering the goods under the sales contract in the following ways:

4.1.1 Cash in cash at the place specified by the buyer in the order (applicable only for delivery of goods within the territory of the Czech Republic)

4.1.2 By wire transfer to seller's account No. 225023043/2010, registered with Fio banka a.s. for transactions in CZK or No. 215507503/2010, with Fio banka a.s. for transactions in EUR (hereinafter referred to as the "Seller Account");

4.1.3 Non-cash via the PayPal payment system;

4.1.4 by credit card;

**4.2.** Together with the purchase price, the buyer is also required to pay the seller the cost of packing and delivering the goods at the agreed rate. Unless stated otherwise, the purchase price and the costs associated with the delivery of the goods are further understood.

**4.3.** The seller does not require an advance or other similar payment from the buyer. This is without prejudice to the provisions of Article 4.6 of the Terms of Business regarding the obligation to pay the purchase price of the goods in advance.

**4.4.** In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 7 days of the purchase contract being concluded.

**4.5.** In the case of non-cash payment, the buyer is required to pay the purchase price of the goods together with the variable payment symbol. In the case of non-cash payment, the purchaser's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's account.

**4.6.** The Seller is entitled, in particular, in the event that the Purchaser fails to make an additional order confirmation (Article 3.6), to claim the full purchase price before the goods are dispatched to the Purchaser. Section 2119 (1) of the Civil Code does not apply.

**4.7.** Any discounts on the price of goods provided by the seller to the buyer can not be combined.

**4.8.** In the case of an unusual price of goods that is obviously a mistake in writing or typos in numbers, this price is not binding on the seller and the purchase contract will not be concluded with this erroneously presented price.

**4.9.** In the ordinary course of trade, or as otherwise provided by generally binding legal regulations, the seller shall issue an invoice to purchasers in respect of payments made under the purchase contract. The seller is not a taxpayer of value added tax. The invoice will be issued by the seller to the buyer after payment of the price of the goods and will be sent electronically to the buyer's electronic address.

**4.10.** Under the Electronic Registration of Sales Act, the seller is required to issue an account to the buyer. At the same time, he is required to post the received revenue to the tax administrator online; in the event of a technical failure within 48 hours at the latest. This provision does not apply to electronic payments, bank transfer or other forms of online payments.

## 5. Withdrawing from sales contracts

**5.1.** The Buyer notes that, according to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract for the supply of goods which has been adjusted according to the buyer's or his person's wish, from the purchase contract for the delivery of perishable goods, after the delivery has been irreversibly mixed with other goods, from the purchase contract for the supply of goods in sealed packaging which the consumer has removed from the packaging and for hygienic reasons it can not be returned and from the purchase contract for the supply of a sound or image record or a computer program, packaging.

**5.2.** If the case is not mentioned in Art. 5.1 of the Commercial Terms and Conditions or in another case when the contract can not be withdrawn, the Purchaser has to withdraw the right to withdraw from the Purchase Contract in accordance with Section 1829 (1) of the Civil Code, up to 14 ) from the date of receipt of the goods, where, in the case of several types of goods or the delivery of several parts of the purchase contract, this period runs from the date of the last delivery of the goods. Withdrawal from the sales contract must be sent to the seller within the time limit specified in the previous sentence. In order to withdraw from the purchase contract, the buyer may use the sample form provided by the seller, which is available for download in the Web Interface Information section. Withdrawal from the sales contract may be made by the buyer to the seller's address or to the email address of the seller shop@pekelec.com.

**5.3.** In the case of withdrawal from the purchase contract according to Art. 5.2 of the Business Terms, the purchase contract is canceled from the beginning. Goods must be returned to the seller by the seller within 14 (fourteen) days of delivery of the withdrawal from the sales contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods can not be returned by their normal postal route.

**5.4.** In the event of withdrawal from the Purchase Agreement under Article 5.2 of the Terms and Conditions of Sale, the Seller shall return the funds received from the Purchaser within 14 (fourteen) days of withdrawal from the Purchase Contract in the same manner as the Seller has accepted from the Purchaser. The seller is also entitled to return the purchases provided by the buyer upon return of the goods to the buyer or otherwise, provided the buyer agrees and does not incur additional costs to the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or shows that he has sent the goods to the seller. For details, refer to the Leaving a Learning Opportunity Lead, available in the Web Interface Information section, which takes precedence over any differences.

**5.5.** The seller is entitled to indemnify one party against the purchaser's claim for repayment of the purchase price.

**5.6.** In cases where the buyer has the right to withdraw from the sales contract in accordance with the provisions of Section 1829 (1) of the Civil Code, the seller is also entitled to withdraw from the purchase contract at any time until the buyer takes over the goods. In such a case, the seller shall return the purchase price without undue delay to the buyer, without charge, to the account specified by the buyer.

**5.7.** If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is concluded with the condition that if the buyer withdraws from the purchase contract, the gift agreement is lost on the gift and the buyer is obliged to return the goods together with the seller provided gift.

**5.8.** The buyer is liable for the value of the goods due to the handling of the goods in a manner other than that necessary to understand the nature and characteristics of the goods, including their functionality. Goods must not show signs of wear and tear. Textile goods must not be washed and contain all original features at the time of sale, including all labels, tags, etc. The buyer is not entitled to withdraw from the contract in the following cases:

- clothing/goods show signs of wear and tear
- clothes/goods are washed
- clothing/goods is dirty, wet or smells
- part of the goods or accessories is damaged or missing
- underwear, swimwear or socks can not be returned or replaced for hygienic reasons
- clothing/goods are without original signs, labels and tags
- goods can no longer be sold

## 6. Shipping

**6.1.** If the mode of transport is agreed upon by a buyer's special request, the buyer bears the risk and any additional costs associated with this mode of transport.

**6.2.** If the seller is obliged to deliver the goods in the place specified by the buyer in the order, the purchaser is obliged to take over the goods upon delivery.

**6.3.** If, for reasons of buyer's need, it is necessary to deliver the goods repeatedly or in a manner other than that specified in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, respectively. costs associated with another delivery method.

**6.4.** Upon receipt of the goods from the transporter, the buyer is required to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier without undue delay. In the event of a violation of the package indicating unauthorized entry into the consignment, Buyer does not need to take over the consignment from the carrier.

**6.5.** Other parties' rights and obligations in the carriage of goods may alter the seller's special delivery terms when the seller is issued.

**6.6.** The buyer acknowledges that if he make purchase in Czech language version of the store in the Czech currency ([www.pekelec.com/cz](http://www.pekelec.com/cz)), the goods will be delivered only to any valid address in the Czech Republic. To purchase in EUR and to have possibility to send goods to other EU countries, you need to choose English or German version of the pekelec.com internet store.

## 7. Rights from defective performance

**7.1.** The rights and obligations of the parties regarding defective performance rights are governed by applicable generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Consumer Protection Act 634/1992 Coll. as amended).

**7.2.** The seller is responsible to the buyer for the goods to have no defects. In particular, the seller is liable to the buyer that at the time the buyer took over the goods:

- the goods have characteristics that the parties have negotiated and, in the absence of an arrangement, possess such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the goods and the advertising they make,
- the goods are fit for the purpose for which the seller indicates or to which goods of this type are normally used,
- the goods correspond to the quality or performance of the agreed sample or original if the quality or design has been determined according to the agreed sample or original,

the goods are in the appropriate quantity, degree or weight, and  
- the goods comply with legal requirements.

**7.3.** The provisions of Article 7.2 of the Business Terms and Conditions do not apply to goods sold at a lower price for a defect for which a lower price has been agreed for the wear and tear of the goods due to their normal use, buyer, or if it results from the nature of the goods.

**7.4.** If a defect occurs within six months of the takeover, the goods are deemed to have been defective already at takeover. The buyer is entitled to claim the right to a defect that occurs with consumer goods within twenty-four months of the takeover. Minor variations in the positioning and punching of printed textiles over the picture are not defective and will not be recognized as the subject of a product claim.

**7.5.** The buyer is informed about recommended practices and appropriate care of delivered products. In the event of non-standard interventions or use of non-recommended procedures for the care of the delivered goods, claims will not be accepted. For more information about recommended care, see the Web Interface Information section.

**7.6.** Rights to defective performance are claimed by the buyer at the seller's office in writing at his address.

**7.7.** Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's claim rules.

## 8. Other rights and obligations of the parties

**8.1.** The buyer acquires ownership of the goods by paying the full purchase price of the goods.

**8.2.** The Seller is not bound by any Code of Conduct in relation to the Purchaser within the meaning of Section 1826 (1) e) of the Civil Code.

**8.3.** Consumer complaints are handled by the seller through [shop@pekelec.com](mailto:shop@pekelec.com). Buyer's complaint information will be sent by the seller to the buyer's electronic address.

**8.4.** The Czech Commercial Inspection, with its registered office at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for out-of-court settlement of consumer disputes under the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the sales contract.

**8.5.** European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Praha 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 (EC) No 2006/2004 and Directive 2009/22 / EC (Consumer Dispute Resolution on - line).

**8.6.** The seller is authorized to sell the goods on the basis of a trade license. The trade license is carried out within the scope of its competence by the relevant trade licensing office. Supervision of the personal data protection area is carried out by the Office for Personal Data Protection. The Czech Trade Inspection exercises to a limited extent, inter alia, the supervision of observance of the Consumer Protection Act No. 634/1992 Coll., As amended.

**8.7.** The buyer hereby takes on the risk of changing the circumstances within the meaning of Section 1765 (2) of the Civil Code.

## 9. Personal data protection

**9.1.** Article 13 of Regulation (EC) No 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Regulation on the protection of personal data) ( hereinafter referred to as the "GDPR Regulation") related to the processing of the buyer's personal data for the purpose of fulfilling the purchase contract, for the purpose of negotiations on the purchase contract and for the fulfillment of the public obligations of the seller, is fulfilled by the seller through the special document available in the Web Interface Information section.

## 10. Sending business messages and storing cookies

**10.1.** The Buyer agrees, within the meaning of Section 7 (2) of Act No. 480/2004 Coll., On Certain Information Society Services and on Amendments to Certain Acts (the Act on Certain Information Society Services), as amended, by sending Seller's commercial communications to an electronic address or the buyer's phone number. The Buyer's duty to inform the Buyer within the meaning of Article 13 of the GDPR Regulation relating to the processing of buyer's personal data for the purpose of sending commercial communications is fulfilled by the seller through the special document available in the Web Interface Information section.

**10.2.** Buyers agree to store cookies on their computer. If the purchase on the website is possible and the seller's obligations under the purchase contract are fulfilled without the so-called cookies being stored on the buyer's computer, the buyer may withdraw the consent under the previous sentence at any time.

**10.3.** Our Web sites can, for example, use cookies, to passively collect data about your computer and your Internet connection, such as your computer's IP address and / or your ISP, the date and time you joined our website, the web site addresses from which you came to our site, the computer technology you use, and your movements and preferences on our site. We may also use these cookies to collect information about your future site visits (for example, remembering your username and password) to identify you and your previous site visit and track your next activity in the online store.

You have the option of configuring your Internet browser to inform you when you receive a cookie and to accept or reject a cookie. You can also block all cookies. To change your browser settings, click on the browser's help section and follow its instructions.

Statistics obtained through cookies are not used to personally identify you but help us understand how visitors use our web pages. Statistics do not contain any personal data and are used only by our technical support and marketing team for the purpose of site management. We reserve the right to use other technologies such as tags, beacons and tools to collect traffic data on the web (navigation). We may combine the data collected by cookies and other tracking technologies with personal data, but in that case we protect all such data as personal information under the privacy policy.

This website also uses Google Analytics, a web analytics service from Google, Inc. ("Google"). Google Analytics uses cookies to help us analyze how our site is used, compiles web activity reports, and provides additional services related to Web activity and Internet usage. By using our website, you consent to Google processing your data in the manner and purpose stated above. To review the Google privacy guidelines, please visit <http://www.google.com/intl/en/analytics/privacyoverview.html>. To block sending data to Google for analytical purposes, you can install the Google Analytics Browser Add-On (for details, see <http://tools.google.com/dlpage/gaoptout?hl=en>).

## 11. Final Provisions

**11.1.** The buyer may be delivered to the buyer's email address listed in his user account or specified buyer in the order.

**11.2.** If a relationship based on a sales contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. By choosing the right under the previous sentence, a buyer who is a consumer is not deprived of the protection afforded by provisions of the legal order from which it can not be contracted and which would otherwise apply in the absence of choice of law pursuant to Article 6 (1) (EC) No 593/2008 of 17 June 2008 on the law applicable to contractual obligations (Rome I).

**11.3.** If any provision of the Terms of Business is invalid or ineffective, or if it happens, instead of invalid clauses, a provision will be enforced to the extent that the purpose of the invalid clause is as close as possible. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.

**11.4.** The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

**11.5.** A sample withdrawal form is available in the Web Interface Information section.

**11.6.** Seller's Contact Details - Delivery Address: Koldům 1580, 436 01 Litvínov, Czech Republic, E-mail contact: [shop@pekelec.com](mailto:shop@pekelec.com).

**11.7.** In the event of any inconvenience caused by machine translation of texts, please do not hesitate to contact us at [shop@pekelec.com](mailto:shop@pekelec.com) for further explanation.

**In Litvinov on March 1, 2019**