Sales Terms and Conditions for Machines

Company: Masters of Glass s.r.o.

Registered office: C 50130/KSUL Regional Court in Ústí nad Labem, Czech Republic

Company ID: CZ 19061307

Email: contact@mastersofglass.com Website: www.mastersofglass.com

Effective date: 1.9.2025

1. Scope of Application

- i. These Sales Terms and Conditions ("Terms") apply to the sale of refurbished machines and custom-made machines ("Products") supplied by Masters of Glass s.r.o. ("Seller") to customers ("Buyer").
- ii. By placing an order or accepting a quotation, the Buyer confirms acceptance of these Terms.
- iii. Any deviations, modifications, or additional agreements must be confirmed in writing by the Seller.

2. Product Specification

- i. Refurbished machines are pre-owned products that have been restored, inspected, and tested to ensure proper functionality.
- ii. Custom-made machines are manufactured according to the Buyer's individual requirements and technical specifications.
- iii. Product descriptions, images, and parameters provided by the Seller are for reference only and may vary slightly depending on production or refurbishment details.

3. Prices and Payment

- i. All prices are in EUR (or CZK, depending on region) and exclude VAT unless otherwise stated.
- ii. Currency Conversion: The exchange rate between EUR and CZK is fixed in the invoice. Prices may be adjusted if the rate fluctuates by more than 5%.
- iii. Estimated shipping and insurance costs are provided as an initial estimate in the quotation and are subject to change. The Seller will confirm the final shipping costs before dispatch.
- iv. The total purchase price, excluding delivery costs, shall be agreed upon before order confirmation.
- v. Payment must be made in full before shipment, unless otherwise agreed in writing.

- vi. Payment Terms:
 - 70% deposit due before production start
 - Remaining balance due before shipment
- vii. Ownership of the Product transfers to the Buyer only after full payment has been received.

4. Delivery and Transfer of Risk

- i. Delivery is made to the address specified by the Buyer.
- ii. The risk of loss or damage passes to the Buyer upon dispatch of the Product to the carrier.
- iii. The Seller is not responsible for delays or damages caused during transport or by third-party carriers.
- iv. The Buyer is responsible for all customs duties, import taxes, and related charges outside the EU.

5. Warranty and Liability

- i. Gas burners and saving pedals are sold with a limited warranty of 6 months from the date of delivery, unless otherwise stated.
- ii. Refurbished machines are sold with a limited warranty of 12 months from the date of delivery, unless otherwise stated.
- iii. Custom-made machines are covered by a 12-month warranty against manufacturing defects.
- iv. The warranty does not cover:
 - a. Normal wear and tear
 - b. Improper use or installation
 - c. Unauthorized repairs or modifications
 - d. Damage during transport after dispatch
- v. The Seller's total liability shall not exceed the purchase price of the Product.

6. Returns and Refunds

- i. For custom-made machines, no cancellation or return is possible once production has begun.
- ii. For refurbished machines, returns may be accepted only with prior written approval from the Seller.
- iii. Returned Products must be unused, in original packaging, and sent back at the Buyer's expense.
- iv. Shipping and handling fees are non-refundable, even if the Product is returned or replaced.
- v. Refunds, if applicable, will be processed after inspection of the returned Product.

7. Governing Law and Dispute Resolution

- i. These Terms are governed by the laws of the Czech Republic and applicable EU regulations.
- ii. The parties shall make every effort to resolve disputes amicably.
- iii. If no agreement is reached, disputes shall be submitted to the competent courts of the Czech Republic.
- iv. Consumers within the EU may also use the European Online Dispute Resolution platform (ODR) at https://ec.europa.eu/consumers/odr/.

8. Final Provisions

- i. The Seller reserves the right to amend these Terms at any time. The version valid at the time of purchase shall apply.
- ii. If any provision of these Terms is declared invalid, the remaining provisions shall remain in full force and effect.
- iii. By placing an order or signing an offer, the Buyer acknowledges and accepts these Terms and Conditions.