

## **Terms and Conditions of the Online Shop Masters of Glass s.r.o.**

### **1. Introductory Provisions**

1.1. These Terms and Conditions (hereinafter referred to as the "Terms") govern the mutual rights and obligations of the contracting parties arising in connection with or based on a purchase contract (hereinafter referred to as the "Purchase Contract") concluded between the seller and the buyer through the seller's online shop. The online shop is operated by masters of glass s.r.o., with its registered office at Havlovice 51, Kobyly 46345, Czech Republic, Company Identification Number VAT: CZ19061307, registered in the Commercial Register maintained by C 50130/KSUL Land court in Ústí nad Labem (hereinafter referred to as the "Seller").

1.2. The buyer is any natural or legal person who orders goods through the Seller's online shop (hereinafter referred to as the "Buyer").

1.3. The provisions of the Terms are an integral part of the Purchase Contract. Deviating provisions in the Purchase Contract shall prevail over the provisions of these Terms.

1.4. These Terms and the Purchase Contract are concluded in the English language.

### **2. Information about Goods and Prices**

2.1. All goods presented in the Seller's online shop are for illustrative purposes, and the Seller reserves the right to make changes.

2.2. The prices of goods listed in the online shop are stated including value-added tax (VAT) and all related fees, unless expressly stated otherwise. The price does not include the costs of delivery and payment, which are charged separately according to the chosen method.

2.3. The Seller reserves the right to change the prices of goods at any time. The price change does not apply to Purchase Contracts already concluded.

2.4. Information about the characteristics of the goods and their price is provided in the online shop for each item.

### **3. Ordering Goods and Conclusion of the Purchase Contract**

3.1. The Buyer places an order for goods through the Seller's online shop by adding the selected goods to the shopping cart and subsequently submitting the order.

3.2. Before submitting the order, the Buyer is obliged to check and, if necessary, adjust the contents of the shopping cart and fill in all the required information.

3.3. By submitting the order, the Buyer confirms that they have read and understood these Terms, agree to them, and have become acquainted with the information about the goods, their price, and the costs of delivery and payment.

3.4. The Buyer's order constitutes a proposal for the Purchase Contract. The Purchase Contract is concluded at the moment the Seller sends a binding confirmation of the order to the Buyer's email address provided in the order.

3.5. The Seller reserves the right not to confirm the order, especially in the event of an obvious error in the price or description of the goods, or in the event that the goods are out of stock. The Buyer will be informed of this fact.

#### **4. Payment Terms**

- 4.1. The Buyer can pay the purchase price of the goods and the costs of delivery and payment in the following ways: \* Online payment by card \* Bank transfer to the Seller's account \* Other methods specified in the online shop
- 4.2. In the case of payment by bank transfer, the purchase price is due within 14 days of the order confirmation, unless otherwise agreed.
- 4.3. In the case of online payment by credit card or other online payment methods, the Buyer is obliged to follow the instructions of the provider of the payment gateway.
- 4.4. The Seller reserves the right to request a deposit on the purchase price in certain cases, such as for orders of higher value or for custom-made goods.
- 4.5. The tax document (invoice) will be sent to the Buyer electronically to their email address or will be attached to the delivered goods.

#### **5. Delivery Terms**

- 5.1. The Buyer chooses the method of delivery of the goods when submitting the order from the available options (e.g., courier service, collection point).
- 5.2. The cost of delivery of the goods varies depending on the chosen method of delivery and is stated in the online shop and in the order summary before its submission.
- 5.3. The delivery time of the goods depends on the availability of the goods and the chosen method of transport. The approximate delivery time is indicated for each item in the online shop. The Seller undertakes to dispatch the goods as soon as possible after confirmation of the order and receipt of payment (in the case of prepayment).
- 5.4. Upon receipt of the goods, the Buyer is obliged to check the integrity of the packaging and, in the event of damage, to draw up a damage report with the carrier and inform the Seller without undue delay.
- 5.5. If the Buyer refuses to accept the ordered goods without a legitimate reason, the Seller is entitled to demand reimbursement of the costs incurred in connection with the dispatch and return of the goods.

#### **6. Withdrawal from the Purchase Contract**

- 6.1. **Withdrawal by a Buyer who is a Consumer:** \* In accordance with Section 1829 of the Civil Code, a Buyer who is a consumer (i.e., a natural person who does not act within the scope of their business activities or independent exercise of their profession) has the right to withdraw from the Purchase Contract without giving any reason within 14 days from the date of receipt of the goods. \* To exercise the right of withdrawal, the Buyer must inform the Seller of their decision to withdraw from the Purchase Contract by an unequivocal statement (e.g., a letter sent by post, fax, or email). They may use the model withdrawal form available on the Seller's website. \* The withdrawal period is maintained if the Buyer sends the notification of withdrawal before the expiry of the 14-day period. \* In the event of withdrawal from the Purchase Contract, the Seller shall return to the Buyer without undue delay, no later than 14 days from the date of receipt of the notice of

withdrawal, all payments received from the Buyer, including the costs of the cheapest method of delivery offered by the Seller. The Seller is not obliged to reimburse the additional costs if the Buyer has chosen a method of delivery other than the cheapest offered. \* For the refund of payments, the Seller will use the same means of payment used by the Buyer for the original transaction, unless the Buyer has expressly agreed otherwise and provided that the Buyer does not incur any further costs as a result. \* The Buyer is obliged to send the goods back to the Seller or hand them over at the designated address without undue delay, no later than 14 days from the date on which they withdrew from the Purchase Contract. The deadline is met if the Buyer sends the goods before the expiry of the 14-day period. \* The direct costs associated with the return of the goods shall be borne by the Buyer. \* The Buyer is liable for any diminished value of the goods resulting from handling the goods in a manner other than what is necessary to establish the nature, characteristics, and functioning of the goods. \* **Exceptions to the right of withdrawal:** The Buyer cannot withdraw from the contract in the cases specified in Section 1837 of the Civil Code, in particular from a contract for the supply of goods which have been adapted according to the wishes of the Buyer or for their person, goods which perish quickly, goods in sealed packaging which the Buyer has unsealed and which cannot be returned for hygienic reasons, and other cases stipulated by law.

6.2. **Withdrawal by the Seller:** \* The Seller is entitled to withdraw from the Purchase Contract in the event of an obvious error in the price of the goods, if the goods are out of stock, or if the Buyer breaches their obligations arising from the Purchase Contract or these Terms.

## 7. Rights from Defective Performance (Complaints)

7.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant provisions of the Civil Code (in particular Sections 1914 to 1925, Sections 2099 to 2117, and in the case of a Buyer who is a consumer, Sections 2165 to 2174).

7.2. The Seller is liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer took delivery of the goods: \* the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have such characteristics as the Seller or the manufacturer has described or which the Buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them; \* the goods are fit for the purpose stated by the Seller for their use or for which goods of the same type are usually used; \* the goods correspond in quality or workmanship to the agreed sample or model, if the quality or workmanship was determined according to the agreed sample or model; \* the goods are in the corresponding quantity, measure, or weight; and \* the goods comply with the requirements of legal regulations.

7.3. The Buyer is obliged to notify the Seller of the defect without undue delay after they could have discovered it during a timely inspection and with sufficient care. In the case of a consumer, a defect that manifests itself within six months of receipt of the goods is presumed to have existed at the time of receipt.

7.4. The Buyer can lodge a complaint in writing to the Seller's registered office address or electronically to the email address [Your Email Address for Complaints]. In the complaint, the Buyer is obliged to state their contact details, a description of the defect, and the desired method of handling the complaint. It is advisable to attach a copy of the proof of purchase to the complaint.

7.5. The Seller or a person authorized by them will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service needed for a professional assessment of the defect. The complaint, including the removal of the defect, must be handled without undue delay, no later than 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period.

7.6. In the case of a justified complaint, the Buyer has the right to free removal of the defect, exchange of goods for new ones, a reasonable discount on the purchase price, or withdrawal from the Purchase Contract, under the conditions stipulated by the Civil Code.

## **8. Protection of Personal Data**

8.1. The protection of the Buyer's personal data is governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR"), and related legal regulations of the Czech Republic.

8.2. Detailed information on the processing of the Buyer's personal data by the Seller is provided in a separate document "Privacy Policy", which is available on the Seller's website.

## **9. Out-of-Court Settlement of Consumer Disputes**

9.1. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company Identification Number (IČO): 000 20 869, internet address: <https://adr.coi.cz/en>, is the body responsible for the out-of-court settlement of consumer disputes arising from the Purchase Contract. Consumers can also use the online dispute resolution platform established by the European Commission at <https://ec.europa.eu/consumers/odr/>.

## **10. Final Provisions**

10.1. These Terms come into force and effect on the date of their publication on the Seller's website.

10.2. The Seller reserves the right to change these Terms at any time. Changes to the Terms will be published on the Seller's website and do not apply to Purchase Contracts already concluded.

10.3. If any provision of these Terms is or becomes invalid or unenforceable, this shall not affect the validity of the remaining provisions.

10.4. The legal relations between the Seller and the Buyer are governed by the laws of the Czech Republic, in particular the Civil Code and the Consumer Protection Act.

10.5. All disputes arising from or in connection with the Purchase Contract shall be resolved by the competent courts of the Czech Republic.

