**Terms and Conditions**

*You can download the current version of the Terms and Conditions for archiving purposes*[*HERE*](https://static.pod7kilo.cz/files/images/Files/Obchodni%20podminky%20Pod%207%20kilo%202019.pdf)*.*

Terms and Conditions for the purchase and sale of goods through the Online Store **Pod 7 kilo**, located at the internet address www.pod7kilo.cz, as set out by the **operator, Ing. Štěpán Trojánek – Pod 7 kilo, a natural person registered in the Trade Register, trade license number: 88719499, VAT number: CZ8610121927, place of business: Milady Horákové 546/50, 170 00 Praha 7, e-mail: info@pod7kilo.cz, phone: +420 211 221 829 (the line is operating during the** [**opening hours**](https://www.pod7kilo.cz/stranky/kontakt/#doba)**of the Pod 7 kilo brick and mortar store).**

**1. INTRODUCTORY PROVISIONS**

1.1 In accordance with the provisions of § 1751(1) of Act No 89/2012 (the “**Civil Code**”), these Terms and Conditions (“**Terms and Conditions**”) set out by the operator, Ing. Štěpán Trojánek, a natural person registered in the Trade Register, trade license number: 88719499, VAT number: CZ8610121927, place of business: Milady Horákové 546/50, 170 00 Praha 7 (the “**Seller**”), provide for mutual rights and obligations of the contracting parties arising in connection with or on the basis of a sales contract (a “**Sales Contract**”) concluded between the Seller and another natural person (the “**Buyer**”) through the Seller’s Online Store. The Online Store is operated by the Seller on a website located at the internet address www.pod7kilo.cz (the “**Website**”) through the Website’s interface (the “**Store’s Web Interface**“).

1.2 The Terms and Conditions do not apply to situations where the person intending to purchase goods from the Seller is a legal entity or a person acting as a sole trader or an independent professional when ordering goods.

1.3 Provisions derogating from the Terms and Conditions may be agreed in a Sales Contract. Any derogating provisions in a Sales Contract take precedence over the provisions of the Terms and Conditions.

1.4 The provisions of the Terms and Conditions are an integral part of a Sales Contract. A Sales Contract and the Terms and Conditions are drawn up in Czech. A Sales Contract can be concluded in Czech.

1.5 Changes or additions to the wording of the Terms and Conditions may be made by the Seller. This provision is without prejudice to the rights and obligations arising during the period of validity of a previous version of the Terms and Conditions.

**2. USER ACCOUNT**

2.1 The Buyer can access his/her user interface based on the registration he/she has made on the Website. The Buyer can order goods from his/her user interface (the “**User Account**”). If allowed by the Store’s Web Interface, the Buyer can also order goods without registration directly from the Store’s Web Interface.

2.2 When registering on the Website and when ordering goods, the Buyer shall state all data correctly and truthfully. The Buyer shall update the data specified in the User Account in the event of any change. The data provided by the Buyer in the User Account and when ordering goods shall be regarded as correct by the Seller.

2.3 Access to the User Account is secured by a username and password. The Buyer shall maintain confidentiality regarding the information necessary to access his/her User Account.

2.4 The Buyer is not entitled to allow third parties to use his/her User Account.

2.5 The Seller may terminate the User Account, especially if the Buyer has not used his/her User Account for more than 365 days or if the Buyer violates his/her obligations under the Sales Contract (including the Terms and Conditions).

2.6 The Buyer acknowledges that the User Account may not be available continuously, especially due to necessary maintenance of the Sellers’ hardware and software or necessary maintenance of third-party hardware and software.

**3. CONCLUSION OF A SALES CONTRACT**

3.1 Any presentation of goods placed on the Store’s Web Interface is of an informative nature and the Seller is not obliged to enter into a Sales Contract regarding these goods. The provisions of § 1732(2) of the Civil Code shall not apply.

3.2 The Store’s Web Interface contains information about goods, including the prices of individual items. The prices of goods are listed inclusive of value added tax and all related fees. The prices of goods remain valid as long as they are displayed in the Store’s Web Interface. This provision is without prejudice to the Seller concluding a Sales Contract under individually agreed conditions.

3.3 The Store’s Web Interface also contains information about the costs associated with packaging and delivery of goods, see “[Shipping and Payment](https://www.pod7kilo.cz/stranky/doprava-a-platba/)”. The information about the costs associated with packaging and delivery of goods specified on the Store’s Web Interface only applies to delivery of goods within the Czech Republic.

3.4 The Buyer orders goods by filling in an order form on the Store’s Web Interface. The order form shall, in particular, contain the following information:

3.4.1 The goods ordered (the goods ordered are “added” by the Buyer to the electronic shopping cart on the Store’s Web Interface);

3.4.2 The payment method used to pay the purchase price of the goods and information about the requested method of delivery of the goods ordered; and

3.4.3 The costs associated with the delivery of the goods (jointly the “**Order**”).

3.5 Before sending the Order to the Seller, the Buyer can check and change the data entered, including to detect and correct any errors made. The Buyer sends the Order to the Seller by clicking on the “Odeslat objednávku”[Send the Order] button. The data specified in the Order shall be regarded as correct by the Seller. Upon receipt of the Order the Seller shall immediately notify the Buyer by sending an e-mail to the Buyer’s e-mail address specified in the User Interface or in the Order (the “**Buyer’s E-mail Address**”).

3.6 The Seller shall always be entitled to ask the Buyer for additional confirmation of the Order (including in writing or by telephone) where he deems this useful in view of the nature of the Order (quantity of goods, purchase price, estimated shipping costs).

3.7 A contractual relationship between the Seller and the Buyer arises when the receipt (acceptance) of the Order sent by the Seller is delivered to the Buyer’s E-mail Address.

3.8 The Buyer agrees to use distance communication means when concluding the Sales Contract. The costs incurred by the Buyer through the use of distance communication means in connection with the conclusion of the Sales Contract (internet connection and telephone call costs) shall be borne by the Buyer and shall not differ from the basic rate.

**4. PRICE OF GOODS AND PAYMENT TERMS**

4.1 The buyer may pay the Seller the price of goods and any costs associated with the delivery of goods under the Sales Contract using the following methods:

- cash or payment card payment at the Seller’s premises at Pod 7 kilo, Milady Horákové 50, 170 00 Praha 7;

- payment on delivery upon delivery of goods (cash is received from the customer by the carrier and the Buyer also pays a special payment on delivery fee – see “[Shipping and Payment](https://www.pod7kilo.cz/stranky/doprava-a-platba/)”);

- cashless transfer to the Seller’s account No 2600381774 / 2010 held at Fio banka, a.s (the “**Seller’s account**”).

4.2 Together with the purchase price, the Buyer shall pay the Seller the costs associated with packaging and delivery of goods as contractually agreed. Unless expressly stated otherwise, the purchase price referred to below shall also include the costs associated with the delivery of goods.

4.3 The Seller shall not require the Buyer to make a deposit or another similar payment. This is without prejudice to Article 4.6 of the Terms and Conditions requiring the Buyer to pay the purchase price of the goods in advance.

4.4 Where the payment in cash or payment on delivery methods are used, the purchase price shall be payable upon receipt/acceptance of goods. Where cashless transfer is used, the purchase price is payable within 5 working days of concluding the Sales Contract.

4.5 Where cashless transfer is used, the Buyer shall indicate a variable symbol when paying the purchase price of the goods. Unless otherwise stated, the relevant Order number is used as the variable symbol. For cashless payments, the Buyer’s obligation to pay the purchase price shall be deemed fulfilled when the relevant amount is credited to the Seller’s account.

4.6 The Seller shall be entitled, especially if the Buyer fails to provide additional confirmation of the Order (as specified in Article 3.6), to demand payment of the full purchase price before sending the goods to the Buyer. The provisions of § 2119(1) of the Civil Code shall not apply.

4.7 Discounts on the price of goods provided by the Seller to the Buyer cannot be combined.

4.8 Where customary in business relations or provided for by generally binding legislation, the Seller shall issue a tax document (an invoice) for the Buyer regarding payments made on the basis of the Sales Contract. The Seller is liable for value added tax.

4.9 The methods of payment of the purchase price and the associated costs as well as the rights and obligations of the Parties are further regulated by the Special Payment Conditions of the Seller, see “[Shipping and Payment](https://www.pod7kilo.cz/stranky/doprava-a-platba/)”.

**5. WITHDRAWAL FROM A SALES CONTRACT**

5.1 The Buyer acknowledges that in accordance with the provisions of § 1837 of the Civil Code, no withdrawal is possible from, among others, a Sales Contract for the supply of goods modified according to the wishes of or for the Buyer, from a Sales Contract for the supply of perishable goods and goods irretrievably mixed with other goods after delivery, from a Sales Contract for the supply of goods in a sealed packaging if the consumer has removed the packaging and the goods cannot be returned for hygiene reasons as well as from a Sales Contract for the supply of an audio or video recording or a computer programme if the consumer has opened the original packaging.

5.2 Outside of the cases referred to in Article 5.1 and other cases in which no withdrawal from the Sales Contract is possible, the Buyer has the right, in accordance with the provisions of § 1829(1) of the Civil Code, to withdraw from a Sales Contract within fourteen (14) days from the receipt/acceptance of the goods, with the date of receipt/acceptance of the last delivery deemed to constitute the starting point of the time limit where the Sales Contract concerns the delivery of several types of goods or parts. A Notice of Withdrawal from the Sales Contract must be sent to the Seller within the time limit specified in the preceding sentence. The Buyer can use the [sample form](https://static.pod7kilo.cz/files/images/Files/Formular_pro_odstoupeni_Pod_7_kilo.pdf) provided by the Seller in the Annex to the Terms and Conditions to withdraw from a Sales Contract. The Buyer can send the Notice of Withdrawal from the Sales Contract to the address of the Seller’s premises: Pod 7 kilo, Milady Horákové 50, 170 00 Praha 7; or to the Seller’s e-mail address: info@pod7kilo.cz.

5.3 In the event of withdrawal from the Sales Contract pursuant to Article 5.2 of the Terms and Conditions, the Sales Contract is cancelled from its very beginning. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the Sales Contract, he/she shall bear the costs associated with the return of the goods to the Seller, even where the standard approach of returning the goods by mail cannot be used due to the specific nature of the goods.

5.4 In the event of withdrawal from the contract pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the money received from the Buyer within fourteen (14) days of the Buyer’s withdrawal from the Sales Contract and using the payment method used by the Buyer. The Seller shall also be entitled to return the money paid by the Buyer immediately upon the return of goods made by the Buyer or in another way, providing the Buyer agrees and does not incur any additional costs. If the Buyer has not chosen the least expensive method of goods delivery offered by the Seller, the Seller will reimburse the Buyer for the cost of delivery of goods up to the amount corresponding to the least expensive method of goods delivery offered. If the Buyer withdraws from the Sales Contract, the Seller shall not be obliged to return the money received to the Buyer before the Buyer returns the goods or proves that he/she has sent the goods to the Seller.

5.5 The Seller shall be entitled to unilaterally set off any damage caused to the goods against the Buyer’s right to have the purchase price refunded.

5.6 Until the goods have been received by the Buyer, the Seller shall be entitled to withdraw from the Sales Contract at any time. In such a case, the Seller will return the purchase price to the Buyer, without undue delay, by cashless transfer to the account designated by the Buyer.

5.7 If a gift has been provided to the Buyer together with the goods, the gift contract between the Seller and the Buyer is concluded with the condition subsequent that if the Buyer withdraws from the Sales Contract, the gift contract for the gift shall cease to be effective and the Buyer shall be obliged to return the gift to the Seller together with the goods.

**6. TRANSPORT AND DELIVERY OF GOODS**

6.1 The methods of transport and the associated costs as well as the rights and obligations of the parties are further regulated by the Special Delivery Conditions of the Seller, see “[Shipping and payment](https://www.pod7kilo.cz/stranky/doprava-a-platba/)”.

6.2 If a special mode of transport is contracted at the Buyer’s request, the Buyer shall bear the risk and any additional costs associated with this mode of transport.

6.3 If under to the Sales Contract, the Seller is obliged to deliver the goods to a place specified by the Buyer in the Order, the Buyer shall be obliged to receive the goods upon delivery.

6.4 If for reasons attributable to the Buyer the goods need to be delivered repeatedly or by a method different than the one specified in the Order, the Buyer shall be obliged to pay the costs associated with repeated delivery of goods and, where relevant, the costs associated with the different method of delivery.

6.5 Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and immediately notify the carrier of any damage present. If there is damage on the packaging indicating tampering with the shipment, the Buyer may decide not to accept the shipment from the carrier.

6.6 Non-acceptance of the goods by the Buyer or failure to deliver the goods due to reasons attributable to the Buyer do not constitute a withdrawal from the contract within the meaning of § 1829(1) of the Civil Code and the Seller shall be entitled to a contractual penalty in the amount equivalent to the cost of postage for shipment to the Buyer and back, the packaging fee and the special payment on delivery fee.

**7. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE**

7.1 The rights and obligations of the contracting parties arising from defective performance are governed by the relevant generally binding legislation (in particular the provisions of § 1914 to § 1925, § 2099 to § 2117 and § 2161 to § 2174 of the Civil Code).

7.2 The Seller shall be liable to the Buyer for the goods being free of defects upon receipt. In particular, the Seller shall be liable to the Buyer for the goods meeting the following criteria upon receipt by the Buyer:

7.2.1 The goods shall have the characteristics agreed upon by the parties or, in the absence of such an agreement, shall have the characteristics described by the Seller or the manufacturer or expected by the Buyer based on the nature of the goods and on the advertising, made by the Seller and the manufacturer, for the goods;

7.2.2 The goods shall be suitable for the purpose stated by the Seller or for which goods of the type are usually used;

7.2.3 The goods shall correspond in quality or design to the agreed sample or model, if the quality or design has been determined based on an agreed sample or model;

7.2.4 The goods shall be delivered in the appropriate quantity, size or weight;

7.2.5 The goods shall comply with the requirements set out in legislation.

7.3 The provisions set out in Article 7.2 of the Terms and Conditions shall not apply to goods sold at lower prices where the defects are reflected in the lower agreed price, to wear and tear caused by normal use, to used goods where the defects correspond to the degree of use or wear and tear upon acceptance by the Buyer and to instances where the defects arise from the nature of the goods.

7.4 If the defect becomes apparent within six months of receipt/acceptance, the goods shall be deemed to have been defective at the time of receipt.

7.5 The best way for the Buyer to invoke any rights arising from defective performance against the Seller is at the Seller’s premises at Pod 7 kilo, Milady Horákové 546/50, 170 00 Praha 7. The rights arising from defective performance are deemed invoked as of the moment the Seller received/accepted the goods concerned from the Buyer.

7.6 Other rights and obligations of the parties related to the Seller’s liability for defects are regulated by the Seller’s [Claims Policy](https://www.pod7kilo.cz/stranky/reklamacni-rad/).

**8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES**

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

8.2 In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of the provisions of § 1826(1)(e) of the Civil Code.

8.3 The Czech Trade Inspectorate, with its registered office at Štěpánská 567/15, 120 00 Praha 2, license number: 00020869, internet address: [http://www.coi.cz](http://www.coi.cz/), shall be responsible for settling out of court any consumer disputes arising from a Sales Contract.

8.4 The Seller is entitled to sell goods on the basis of a trade license. Trade licensing is carried out by the relevant trade licensing office within the scope of its remit. Personal data protection is supervised by the Office for Personal Data Protection. Compliance with the Consumer Protection Act (No 634/1992), as amended, is also supervised by the Czech Trade Inspection Authority within the scope defined by its remit.

8.5 The Buyer hereby assumes the risk of change in circumstances within the meaning of § 1765(2) of the Civil Code.

**9. PROTECTION OF PERSONAL DATA**

9.1 The Seller shall fulfil the obligation to provide – within the meaning of Article 13 of Regulation 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 Data Protection Regulation – “**GDPR**”) – to the Buyer information related to the processing of personal data of the Buyer, for the purposes of performance of the Sales Contract, for the purposes of negotiating the Sales Contract and for the purposes of fulfilling public obligations, by providing a special document (available through one of the links under the Terms and Conditions).

**10. SENDING OF COMMERCIAL MESSAGES AND STORING OF COOKIES**

10.1 The Buyer agrees with the sending of information related to the Seller’s goods, services or business to the Buyer’s E-mail Address and further agrees with the sending of commercial messages by the Seller to the Buyer’s E-mail Address.

10.2 The Buyer agrees with the storage of cookies on his/her computer. Where purchases on the Website and fulfilment of the Seller’s obligations arising from the Sales Contract are possible without the storing of cookies on the Buyer’s computer, the Buyer may revoke the consent given in the preceding sentence at any time.

**11. COMMUNICATION**

11.1 Communication with the Buyer may take place through his/her e-mail address as specified in his/her User Account or specified by him/her in the Order.

**12. FINAL PROVISIONS**

12.1 Where the relationship established by a Sales Contract includes an international (foreign) element, the parties agree that the relationship shall be governed by Czech law. This shall be without prejudice to consumer rights arising from generally binding legislation.

12.2 If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Any changes and additions to the Sales Contract or Terms and Conditions must be made in writing.

12.3 The Sales Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.4 A [sample form for withdrawal from the Sales Contract](https://static.pod7kilo.cz/files/images/Files/Formular_pro_odstoupeni_Pod_7_kilo.pdf) is included as an Annex to the Terms and Conditions.

12.5 **Contact details of the Seller: delivery address: Pod 7 kilo, Milady Horákové 546/50, 170 00 Praha 7; e-mail address: info@pod7kilo.cz; phone: +420 211 221 829 (the line is operating during the** [**opening hours**](https://www.pod7kilo.cz/stranky/kontakt/#doba)**of the Pod 7 kilo brick and mortar store).**

12.6 These Terms and Conditions are valid and effective from 23 July 2019 and replace any previous versions of the Terms and Conditions. The Seller reserves the right to change the Terms and Conditions without prior notice.