



## TERMS AND CONDITIONS

of KOPOS KOLÍN a.s.,

in effect and binding from 4. 10. 2023

KOPOS KOLÍN a.s., with registered office at Havlíčkova 432, Kolín IV, 280 02 Kolín, ID No.: 616 72 971, VAT No.: CZ61672971, data box ID: id75i83, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 3689

**Delivery address:** Havlíčkova 432, Kolín IV, 280 02 Kolín

**Telephone contact:** +420 321 730 111 **E-mail:** [kopos@kopos.cz](mailto:kopos@kopos.cz)

### Scope of validity and applicability of the Terms and Conditions of KOPOS KOLÍN a.s.

These Terms and Conditions (hereinafter referred to as "**T&C**" or "**Terms and Conditions**") issued in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "**the Civil Code**") regulate the contractual relations between the seller and the Buyer arising in connection with or on the basis of a purchase or other contract when purchasing goods in the seller's online store operated on the website [www.kopos.cz](http://www.kopos.cz) (hereinafter referred to as "**e-shop**"). The T&C are an integral part of the purchase contract. Provisions deviating from the T&C may be agreed in the purchase contract, whereby the deviating provisions in the purchase contract shall prevail over the provisions of the T&C.

The operator of the e-shop is KOPOS KOLÍN a.s., with its registered office at Havlíčkova 432, Kolín IV, 280 02 Kolín, ID No.: 616 72 971, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, file No. 3 689 (hereinafter referred to as the "**Company**").

**Seller** - a company, while concluding and executing the purchase contract acts within the scope of its business activity.

**Buyer** - a buyer on the company's e-shop is either a consumer or an entrepreneur.

A consumer is a natural person who, outside the scope of his business activity or outside the scope of his independent exercise of his profession, concludes a purchase contract with the seller or the seller otherwise legally acts (hereinafter referred to as "**consumer**"). If the contracting party is a consumer, the relations not regulated by the contract and the T&C, the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, shall govern.

**Entrepreneur** - is a natural or legal person who carries out a gainful activity independently on his own account and responsibility on the basis of a trade licence or in any other way with the intention to engage in this activity on a regular basis in order to make a profit. For the purposes of these T&C, an entrepreneur is a person who, in the course of his business activity described in the first sentence of this paragraph, concludes a purchase contract with the Seller or otherwise legally deals with the Company (hereinafter referred to as "**entrepreneur**"). In the event that the Buyer provides his/her Business ID and/or VAT number in the order, the provisions of the T&C applicable to entrepreneurs shall apply.

The Company distinguishes, in particular for consumer protection purposes, between the IP for a buyer in the capacity of a consumer and the IP for a buyer in the capacity of a business.

**The Buyer acknowledges that by clicking on the "I agree with the T&C " box located in the order form on the e-shop on the button "Order obliging payment" or by sending a written order of the Buyer in the capacity of a business to the Seller, before the actual conclusion of the purchase contract by clicking, confirms that:**

- (i) **he has familiarised himself with the T&C applicable to his contractual relationship with the company, i.e. he has familiarised himself with the T&C for consumers if the buyer is a consumer or with the T&C for entrepreneurs if the buyer is an entrepreneur;**
- (ii) **he/she has been advised of the right of withdrawal; and**
- (iii) **expressly agrees to the T&C in the version valid and effective at the time of such confirmation.**

**An integral part of these T&C is the terms and conditions on the processing of personal data of the e-shop, which are available at [www.kopos.cz](http://www.kopos.cz).**

## **GENERAL TERMS AND CONDITIONS FOR CONSUMERS**

These Terms and Conditions apply exclusively to contractual relations between the seller and the consumer.

### **Article 1. Definition of terms**

1.1 The Purchase Contract (hereinafter referred to as the "**contract**") - is a purchase contract within the meaning of Section 2079 et seq. Civil Code, which shall be concluded between the seller and the consumer on the basis of ordering goods. All presentation of the goods in the web interface of the e-shop is of an informative nature and the seller is not obliged to enter into a contract with regard to these goods. The contract is concluded at the moment of confirmation of the consumer's order by the seller. From this moment on, mutual rights and obligations between the consumer and the seller arise, which are defined in the contract and the T&C. The conclusion of a contract without the agreement of all the elements of the contract as stipulated in the Civil Code is excluded in accordance with Section 1726 of the Civil Code. The seller excludes the acceptance of an offer with an addendum or deviation in accordance with Section 1740 (3) Civil Code.

1.2 Consumer contract - is a contract where the contracting parties are a consumer and an entrepreneur.

1.3 In writing - means by email or letter.

### **Article 2. Pre-contractual communication to consumers and conclusion of the contract**

2.1 The Seller informs that

- the cost of using remote means of communication (internet, etc.) to place the order is at the normal rate (according to the consumer's tariff) the seller does not charge any additional fees;
- requires payment of the purchase price before the consumer takes delivery of the goods;
- does not conclude contracts for repeated performance
- the prices of goods in the e-shop are quoted without and including VAT, including all charges provided by law, the cost of delivery of goods and the costs associated with the chosen method of payment are quoted in the final amount; any depiction of goods in the e-shop is for illustrative purposes only and the consumer will be delivered goods corresponding to its name (code) and verbal description;
- the consumer who has concluded a contract with the seller through the e-shop has the right to withdraw from the contract without giving any reason within 14 days, more detailed conditions of withdrawal are given in Article 5 of the OP;
- the consumer cannot withdraw from a contract for the supply of goods that have been made to his requirements or adapted to his needs;
- the consumer cannot withdraw from a contract for the supply of goods which have been in sealed packaging which, for health or hygiene reasons, is not suitable for return after the consumer has breached it,
- in case of withdrawal from the contract, the consumer bears the costs of returning the goods.

2.2 By selecting the desired goods via the e-shop (by placing the selected goods in the basket), the consumer accepts the legally non-binding offer of the seller as regards the specification of the goods. Subsequently, the consumer can click on the "Proceed to Order" button, whereby the consumer will be presented with a form regarding the choice of transport and payment and the billing information required to conclude the contract. Once the consumer orders the goods in the basket (electronically sends the contents of his basket to the seller for payment by clicking on the "Order obliging payment" button), he is legally bound by his order to the seller. Upon completion of the order, an e-mail confirmation of this order will be sent to the consumer, and the confirmation of the order by the seller constitutes the conclusion of the contract. The current version of the T&C is attached to this confirmation. The consumer is obliged to provide correct and complete information in the form.

2.3 By concluding the contract, the consumer confirms that he/she has read and agreed to the Terms and Conditions before concluding the contract. The T&C form an integral part of the contract. The T&Cs are displayed on the Seller's website.

2.4 The concluded contract shall be archived by the Seller in accordance with the relevant legislation for the purpose of its fulfilment, and the contract shall not be accessible to third parties. Information on the individual technical steps leading to the conclusion of the contract is visible from the ordering process in the online e-shop and the consumer has the opportunity to check and, if necessary, correct the order before the actual dispatch of the order.

2.5 Relations and any disputes arising under the contract shall be resolved exclusively under the law of the Czech Republic and the competent courts of the Czech Republic. The Czech Trade Inspection Authority shall be competent for the out-of-court settlement of disputes. Further information is provided in Article 9 of the T&C and is available at [www.coi.cz](http://www.coi.cz).

2.6 The contract is concluded in the Czech language.



2.7 By the contract, the seller undertakes to hand over the goods subject to purchase to the consumer and to allow him to acquire ownership of them, and the consumer undertakes to accept the goods and to pay the purchase price to the seller.

2.8 The Seller reserves the right of ownership of the goods, i.e. the consumer becomes the owner only upon full payment of the purchase price.

2.9 The Seller shall hand over the Goods to the consumer, as well as the documents relating to the Goods, and allow the consumer to acquire ownership of the Goods. The seller shall fulfil the obligation to hand over the goods to the consumer if he allows the consumer to dispose of them at the place of performance.

2.10 The Seller shall pack and prepare the Goods for transportation in a manner necessary to preserve and protect the Goods.

2.11 According to Act No. 235/2004 Coll., on Value Added Tax, as of 1 January 2013, it is not possible to change the data in a tax document (invoice) that has already been issued. The data in the tax document can only be changed if the consumer has not yet received the goods and has not paid.

2.12 The consumer agrees to the use of remote means of communication when concluding the contract.

2.13 By concluding the contract, the consumer assumes the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.

### **Article 3. Delivery of Goods**

3.1 The ordered goods are delivered by a contractual transport service. Transportation to the destination address, only in the Czech Republic, is provided by the Seller. Delivery abroad is not possible.

3.2 The Seller shall send (deliver) the goods to the place specified by the Consumer in the order. The goods will be delivered to the consumer only after full payment of the purchase price and shipping costs. The consumer is obliged to take delivery of the goods in this way.

3.3 Deliveries will be made as soon as possible, usually within 2-10 working days, depending on the availability and operational possibilities of the Seller. If the goods are not in stock, the delivery time may be longer, of which the consumer will be notified immediately. The place of delivery is specified in the consumer's order. Delivery of the goods to the consumer or to a person designated by the consumer shall be deemed to have been fulfilled.

3.4 The delivery does not include installation of the goods. The shipment of the Goods includes a tax document (invoice) as standard. Upon receipt of the goods from the shipping service, the consumer is always obliged to check the integrity of the shipping packaging. In the event that the packaging is damaged, the consumer shall indicate this information in the handover report of the transport service.

3.5 The Seller is obliged to deliver the ordered goods within the agreed period. If this does not happen, the consumer is entitled to withdraw from the contract.

3.6 The consumer has the right to withdraw from the contract at any time before the goods are dispatched by email to [prodej@kopos.cz](mailto:prodej@kopos.cz).

3.7 The Seller confirms that the goods distributed by it and covered by Act No. 90/2016 Coll. as amended and Act No. 22/1997 Coll. as amended are in compliance with these regulations.

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

4.1 In the case of goods that are out of stock, the Seller shall confirm the price and delivery date to the Consumer by e-mail in advance. Should the price change, the consumer shall confirm that he/she acknowledges and agrees to the change in the same manner as he/she was notified of the change.

4.2 Upon conclusion of the contract, the consumer shall pay the price for the goods and reimburse the seller for the costs associated with the packaging and delivery of the goods in the amount shown prior to the conclusion of the contract. The consumer shall make payment for the goods by payment of an advance invoice, i.e. before delivery of the goods, or by payment on delivery, i.e. immediately before delivery of the goods.

4.3 All prices are final and are quoted exclusive of and inclusive of VAT and any other charges that the consumer is obliged to pay for the goods. All goods are supplied with a tax receipt, which may be sent to the consumer in electronic form to the consumer's email address provided under the procedure described in Article 2.2 of these T&Cs.

4.4 All changes and price changes on the e-shop are subject to change. The offer of goods displayed on [www.kopos.com](http://www.kopos.com) is valid while stocks last. The price is valid at the time of ordering.

#### **Article 5. Withdrawal from the contract**

5.1 In accordance with Section 1829 of the Civil Code, the consumer has the right to withdraw from the contract without giving reasons within 14 days from the date of conclusion of the contract.

5.2 The withdrawal period ends 14 days after the date on which the consumer or a third party appointed by the consumer

- take delivery of the goods; or
- take delivery of the last piece of goods if the consumer orders several pieces of goods in one order, which are delivered separately

5.3 If the consumer decides to withdraw within this period and complies with the conditions set out below, the purchase price and the cost of the cheapest delivery method offered will be refunded. In accordance with Section 1820 (1) (j) and Section 1832 (3) of the Civil Code, the consumer bears the costs of withdrawal from the contract pursuant to Section 1829 et seq. The costs associated with the return of the goods.

5.4 If the consumer chooses to withdraw within the 14-day period, the consumer must comply with the conditions set out below:

- a letter of intent to withdraw from the contract must be sent to the seller no later than the 14th day;
- the consumer can use the model withdrawal form, but is not obliged to do so. In order to speed up the processing of the withdrawal, the seller recommends filling in the information on the form, including the sales order number;
- the consumer delivers the goods back at his/her own expense to the warehouse of KOPOS KOLÍN a.s., Havlíčkova 432, Kolín IV, 280 02 Kolín, no later than 14 days from the withdrawal from the contract, the seller does not accept the goods in person;
- The Seller recommends that the goods sent by the consumer as part of the withdrawal should be returned in the original intact packaging, the goods must not show signs of use, be undamaged, complete (including accessories, warranty card, etc.) and with a copy of the proof of purchase. Goods cannot be sent COD. Goods sent COD will not be accepted by the seller.
- the purchase price and the cost of the cheapest offered method of delivery of the goods from the e-shop will be refunded by transfer to the account specified by the consumer in the withdrawal from the contract, in the event that the account is not specified, then by bank transfer within 14 days of withdrawal from the contract. The seller is not obliged to refund the consumer all the funds spent before the consumer hands over the goods;
- if the value of the goods has been reduced (partial consumption, wear and tear as a result of handling the goods in a manner other than that necessary for the consumer to become familiar with the nature, characteristics and functionality of the goods; the goods are incomplete or damaged), the consumer is obliged to compensate for the demonstrably missing value in money. The seller is entitled to set off the amount representing the compensation for damage incurred by the use of the goods in violation of Section 1833 of the Civil Code against the purchase price.
- if the consumer withdraws from the contract, the consumer bears the costs of returning the goods to the seller, even if the goods cannot be returned by the usual means.

5.5 The consumer shall not be entitled to withdraw from a contract concluded within the meaning of Section 1837 of the Civil Code for the supply of goods (i) manufactured to the consumer's requirements or adapted to his personal needs; or (ii) goods in sealed packaging which, for health or hygiene reasons, are not suitable for return after the consumer has broken them.

5.6 The seller is entitled to withdraw from the contract concluded with the Consumer in the following cases:

- the goods are no longer manufactured or supplied or it is not possible to supply the seller with goods from the seller's supplier at the price originally quoted;
- in case of an obvious error in the price of the goods (i.e. a price obviously different from the usual price for this type/type of goods).

In the event that this situation arises, the Seller shall immediately contact the Consumer to agree on further action.

5.7 The goods purchased by the consumer are not intended for industrial or professional use and resale.

## **Article 6. Rights of defective performance, time for exercising rights of defective performance**

6.1 The consumer's rights arising from defective performance are governed by the relevant generally binding legal regulations - in particular Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

6.2 The seller shall be liable to the consumer for the fact that the goods will be free from defects upon receipt.

6.3 Goods are deemed to be delivered without defects if:

6.3.1 has the characteristics agreed between the seller and the consumer and, if no such agreement has been concluded, the goods have the characteristics described by the seller in the presentation of the goods in the e-shop or expected with regard to the nature and type of the goods;

6.3.2 it is fit for its usual purpose having regard to the nature and type of the goods;

6.3.3 it is of adequate quantity and extent and of appropriate quality and workmanship, including durability, functionality, compatibility and safety, and is consistent with the usual characteristics of items of the same kind; and

6.3.4 complies with the requirements of the relevant legislation.

6.4 Before using the goods for the first time, the consumer is obliged to read the instructions for use, attachments and certifications available on the e-shop for each individual product and any warranty conditions and to follow this information strictly. The period for exercising the seller's rights under the seller's liability for defects begins upon receipt of the goods by the consumer.

6.5 In accordance with Section 2104 of the Civil Code, the consumer is obliged to inspect the goods as soon as possible after receipt and to ascertain their characteristics and quantity.

6.6 The consumer is not entitled to assign the rights of liability for defects and rights under the guarantee (if a guarantee has been provided) to a third party.

6.7 For the sale of consumer goods, the period for exercising rights from defective performance is set at 2 years from the receipt of the goods. The relevant provisions of the Civil Code shall apply to the exercise of rights arising from defective performance. The seller's liability for defects does not apply to normal wear and tear caused by use or to a defect caused by the consumer or a third party:

6.8 The consumer has the following rights when exercising rights from liability for defective performance:

- the right to have the goods repaired free of charge or to have new goods delivered or parts replaced. The consumer may only use a method of remedying the defect which is not impossible or disproportionately costly in comparison with the other method, having regard to the significance of the defect, the value the goods would have had without the defect and whether the defect can be remedied by the other method without significant difficulty for the consumer;
- the seller may refuse to remedy the defect if it is impossible or unreasonably costly to do so, particularly in view of the significance of the defect and the value the item would have without the defect;
- the consumer may demand a reasonable discount or withdraw from the contract if
  - a. the seller has refused or failed to remedy the defect,
  - b. the defect manifests itself repeatedly,

- c. the defect is a material breach of contract,
- d. it is apparent from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to the consumer;
- the consumer cannot withdraw from the contract if the defect is insignificant.

6.9 The consumer shall inform the seller of the right he has chosen when notifying the defect or without undue delay after notification of the defect. The choice made may not be changed without the consent of the seller; this shall not apply if the consumer has requested the repair of a defect which proves to be irreparable. The consumer is not entitled to change the method of complaint settlement once chosen without the seller's consent, except in situations where the method of settlement chosen by the consumer cannot be implemented.

## **Article 7. Rights arising from defective performance (claims)**

7.1 Complaints, including the removal of defects, will be processed and the consumer will be informed of this within 30 days of the date of the complaint, unless the seller and the consumer agree on a longer period. After the expiry of the deadline, the consumer may withdraw from the contract or demand a reasonable discount.

7.2 When a claim is made, the seller shall issue a written confirmation to the consumer stating the date of the claim, the content of the claim and the required method of handling the claim and the consumer's contact details for the purpose of providing information on the handling of the claim.

7.3 If you have any questions about the status of a claim, you can contact us at 321 730 304 or send an email to [expedice@kopos.cz](mailto:expedice@kopos.cz)

7.4 The consumer is entitled to reimbursement of the necessary costs incurred in connection with the exercise of liability rights or in the event of withdrawal from the contract due to defects in the goods.

7.5 If the consumer does not collect the goods even after 3 months from the date of the complaint, the seller is entitled to sell the product to a third party in a suitable manner for a reasonable price within the meaning of Section 2428 of the Civil Code, at the consumer's expense; the proceeds shall be released to the consumer without undue delay, but the seller may deduct the storage costs and reasonable costs associated with the sale. If the goods cannot be sold, the seller is entitled to dispose of the goods. In such a case, the consumer shall not be entitled to any compensation for the goods disposed of.

## **Article 8. Protection of personal data**

8.1 The Company processes personal data for the purpose of performance of the contract and also for the protection of the Company's rights and legitimate interests (e.g. in the event of any dispute). For these purposes, consent to the processing of personal data is not required. The processing of certain personal data is imposed on the Company directly by law (e.g. the Company is obliged to keep tax documents for a legally prescribed period of time). The consumer has the right of access to personal data and the right to rectification, destruction of personal data, the right to limit the processing of personal data, the right to portability of personal data to third parties, or the right to object to the processing of personal data on the grounds of legitimate interest of the controller and to lodge a complaint with the supervisory authority.

When protecting personal data, the Company acts in particular in accordance with Regulation 2016/679 of the European Parliament and of the Council ("**GDPR**") and Act No. 110/2019 Coll., on the processing of personal data.

8.2 The terms and scope of the processing of personal data are described in the e-shop 's personal data processing policy, which is available at <https://www.kopos.cz/cs/zasady-zpracovani-osobnich-udaju> and is an annex to these T&C.

## **Article 9. Out-of-court settlement of consumer disputes**

9.1 Pursuant to Section 1820 (1) (s) of the Civil Code and Section 14 (1) and Section 20d et seq. of Act No. 634/1992, on Consumer Protection, the seller informs that the consumer can apply for out-of-court settlement of a consumer dispute to the consumer dispute resolution body, which is the Czech Trade Inspection Authority, on the website [www.coi.cz](http://www.coi.cz). The Czech Trade Inspection Authority handles proposals for out-of-court settlement of consumer disputes in the manner and under the conditions set out in the relevant legislation. For the avoidance of doubt, nothing in these terms and conditions excludes the possibility for consumers to bring their claims before a civil court.

9.2 The Czech Trade Inspection Authority, with its registered office at Štěpánská 44, 120 00 Prague 2, ID No.: 000 20 869, internet address: [www.coi.cz](http://www.coi.cz), is competent for the out-of-court settlement of consumer disputes arising from the Purchase Contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the consumer under the contract.

## **Article 10. Final Provisions**

10.1 If any provision of these Terms and Conditions is or becomes invalid, the validity of the remaining provisions shall not be affected.