

# GENERAL TRADING TERMS AND CONDITIONS

These general trading terms and conditions (hereinafter referred to only as "**terms and conditions**") apply to contracts made via the RC para SKY online store located at the <http://www.rcparasky.com/> and <http://www.rcparasky.cz/> web interface (hereinafter referred to only as "**web interface**") between

**entrepreneur:**

Jan Čejpa, based in Černíkovice 248, 517 04 Černíkovice

Commercial registration number: 88778045

not registered for VAT

entered in the trade register kept by the Municipal Authority of Rychnov nad Kněžnou

delivery address: Černíkovice 248, 517 04 Černíkovice

phone number: +420 737 087 262, +420 737 864 129

contact e-mail: [rcparasky@email.cz](mailto:rcparasky@email.cz)

as the **seller**

and you as the **buyer**.

## 1. INTRODUCTORY PROVISIONS

### 1.1. Summary of the contents of the terms and conditions

**A purchase contract obligates us to deliver you goods stated in the order and you undertake to accept these goods and pay the purchase price. To conclude a contract, it is necessary that you submit an order and that we accept it on our part (in accordance with article 2). Information about pricing can be found in article 3. Possible payment methods and delivery methods can be found in articles 4 and 5. Information about the possibility of withdrawal from a contract after accepting the goods can be found in article 6. Complaints procedure follows our Warranty Terms.**

### 1.2. Is the purchase contract a consumer contract?

It is a consumer contract if you are a consumer, i.e. you are a natural person and are purchasing the goods outside the scope of your business activities or outside the independent performance of your profession. Otherwise, the contract is not a consumer contract and you are not under consumer protection in accordance with legislation and these terms and conditions.

### 1.3. What governs our mutual rights and obligations?

Firstly, rights and obligations follow a contract consisting of the following documents:

- these terms and conditions which define our mutual rights and obligations;
- Warranty Terms which govern the complaints procedure;
- Privacy Policy which governs the protection of your personal data;
- conditions and instructions provided on the web interface, in particular when concluding the contract;
- the order and its acceptance on our part,



and on issues not covered by the contract, our mutual rights and obligations are governed by Czech law, particularly the following regulations:

- Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the “**civil code**”);
- Act No. 634/1992 Coll., Consumer Protection Act, as amended (only if you are a consumer).

If your residence or company address is located outside the Czech Republic, or if our legal relation involves another international component, you agree that our relation is **governed by Czech law**. If you are a consumer and the legal system of your country of residence provides a higher level of consumer protection than the Czech legal system, you are given this higher level of protection in legal relations.

#### 1.4. **How do you express your agreement to the terms and conditions?**

By submitting an order and also providing a confirmation on the web interface when ordering, you confirm that you are familiar with these terms and conditions and you agree to them.

#### 1.5. **What else should you know about the terms and conditions?**

In the event that any provision of these terms and conditions is (or becomes) invalid, ineffective or inapplicable, a provision which is the closest in meaning will be used instead. This does not affect the validity of the other provisions.

We may alter or amend the wording of the terms and conditions. Your rights and obligations shall always be governed by the wording of the terms and conditions under which these rights and obligations were first created. **Alteration or amendment of the terms and conditions can only be done in writing.**

## 2. PURCHASE CONTRACT

#### 2.1. **How do we conclude a purchase contract?**

To conclude a purchase contract, you must submit an order in accordance with these terms and conditions and we must accept this order on our part. **Please note that the presentation of goods on the website is informative in nature and is not seen as our proposal to conclude a contract within the meaning of section 1732 paragraph 2 of the civil code.**

#### 2.2. **How to place an order?**

You can always submit an order through the web interface (by filling out a form) or in another way which we allow based on the information available on the web interface. The order must contain all information prescribed in the form.

Before submitting an order through the order form, you will be given a recapitulation of the order including the final price (including all taxes, duties and fees). **The recapitulation is the final chance to change the information you entered.**

You place a binding order by clicking the button labelled “**Order with an obligation to pay**”. **We consider the information entered in the binding order accurate and complete.** Immediately inform us about changes in this information via phone or e-mail.



### 2.3. **Can you change or cancel an order you already submitted?**

If we have not accepted the order yet, you can change or cancel an order by phone or e-mail. **All orders accepted by us are binding.** Later cancellation or changes in the order are only possible after mutual agreement. If an order of goods is cancelled in this manner where it is not possible to withdraw from the contract (more details in article 6), we are entitled to reimbursement of the costs we have already incurred in relation to the contract.

### 2.4. **How can you find out whether we accepted your order and when is a contract concluded?**

We shall inform you when we receive your order. **Information about us receiving your order is sent automatically and does not mean we have accepted the order.**

**The purchase contract is concluded the moment you receive information that we have accepted the order on the e-mail address you provided in the order.** Should you not receive confirmation of our acceptance of the order, the contract is concluded the moment you pay the full purchase price or accept the ordered goods (whichever comes first).

### 2.5. **Do you have the option to receive the contract in text form?**

Documents constituting the contract will be sent to you via e-mail or will be printed out and sent at your request by mail. When sent by mail, we may ask for reimbursement of the associated costs.

We archive the documents constituting the contract in electronic form. The contract is not accessible to third parties.

## 3. PRICE

### 3.1. **Can the price on the web interface change?**

If the price listed by the goods on the web interface or during ordering is no longer current, we will notify you of this fact without delay. However, accepted orders are not affected by price changes which occurred between the sending of the order and its acceptance on our part.

In the case that there was an obvious technical error on our part when listing the price of the goods on the web interface or during ordering, we are not obligated to deliver the goods to you for this obviously erroneous price.

### 3.2. **Can you combine discounts on the prices of the goods?**

Any discounts on the goods cannot be mutually combined unless specifically stated otherwise on the web interface.

## 4. TERMS OF PAYMENT

### 4.1. **What forms of payment do we accept?**

If the goods are ordered to an address on the territory of the Czech Republic, you may pay the purchase price primarily in the following ways:

- in cash if the goods are sent cash on delivery;
- by transfer to our bank account before the delivery of the goods.

If the goods are ordered to an address outside the territory of the Czech Republic, you may pay the purchase price primarily in the following ways:

- by transfer to our bank account before the delivery of the goods;
- by transfer via PayPal before the delivery of the goods.



Other potential payment methods and **any fees associated with some payment methods** are listed on the web interface.

Instructions for payment by bank transfer shall be provided to you in the order confirmation.

4.2. **When does the purchase price become due?**

In case of cash payment, the payment is due upon the acceptance of the goods. In case of payment by bank transfer before the delivery of the goods, the payment is due within seven days since the acceptance of the order. The price is considered paid the moment the corresponding amount is credited to our bank account or PayPal account. If we do not receive the payment in the due period, we reserve the right to withdraw from the contract.

4.3. **Can we require a deposit or payment in advance?**

Please note that in accordance with section 2119 paragraph 1 of the civil code, we are authorised to request that you **pay the full price of the goods (or a deposit) before their sending or delivery.**

## 5. TERMS OF DELIVERY

5.1. **How do we send goods?**

The methods of delivery of goods including the cost of delivery are specified on the web interface. You can choose the specific method of delivery in your order.

The order will always state the final price, which already includes the cost of the chosen delivery method.

5.2. **When will we deliver the goods to you?**

The time of delivery is always dependent on the availability of the goods and the chosen method of delivery and payment. We cannot control the time of delivery of goods transported by an external carrier. In case of difficulties with the time of delivery, contact us and we shall resolve the issue with the carrier.

Goods that are in stock are usually shipped within three to five days since the acceptance of the order (when sending the goods cash on delivery), or since the payment was credited to our account (when paying by transfer).

Goods that we prepare according to your wishes or for your person (produced to order) are usually shipped within three to five days since the acceptance of the order (when sending the goods cash on delivery), or since the payment was credited to our account (when paying by transfer).

Goods that are not in stock are shipped as soon as possible. We shall inform you of the exact date.

Delivery of goods within the context of these terms and conditions means the moment the goods are delivered to you. If you refuse to accept the goods for no reason, this does not constitute our failure to fulfil the obligation to deliver the goods, nor does it constitute your withdrawal from the contract.

You take ownership of the goods at the time of payment of the full purchase price.

5.3. **How to proceed when accepting the goods?**

**Check the integrity of the packaging of the goods when accepting them.** If you find packaging defects, immediately inform the carrier and us. If you refuse to accept the shipment with damaged packaging, it is not considered a refusal for no reason.

You take over responsibility for accidental destruction, damage or loss of the goods the moment you accept the goods (or the moment when you had the obligation to accept the goods but did not do so in breach of the contract).



#### 5.4. What happens in case you do not accept the goods?

If the goods must be delivered repeatedly or in a manner other than agreed for reasons caused on your part, **you are obligated to pay the costs associated with such delivery.**

In the event that you refuse the goods for no reason, **we are entitled to reimbursement of the costs associated with the delivery and storage of the goods**, as well as other costs that are incurred due to the refusal to accept the goods.

In case of cash payment when sending the goods cash on delivery, we also have the right to withdraw from the contract. However, if you already paid the purchase price (in the case of payment before the delivery of the goods), we also have the right to proceed with sale of the goods by self-help in accordance with section 2126 of the civil code.

## 6. WITHDRAWAL FROM PURCHASE CONTRACT

### 6.1. How can you withdraw from the contract?

As a consumer, you can withdraw from the purchase contract without giving any reason **within 14 days since the day of accepting the goods**; if the delivery is divided into several parts, the deadline is counted from the date of accepting the last delivery. We recommend sending the notice of withdrawal from the purchase contract to our delivery address along with the goods, or sending the notice via e-mail and then sending the goods immediately afterwards to our delivery address. You may use the Contract Withdrawal Form to withdraw from the contract.

### 6.2. What are the consequences of withdrawing from the contract?

Withdrawal from the contract cancels the contract from its very beginning and the contract is viewed as if it was never concluded.

If you were given a gift with your consent along with the goods, contract withdrawal by any of the parties voids the gift contract. Send us the gift back along with the returned goods.

### 6.3. How do you return the goods?

You are obligated to return the goods to our delivery address within 14 days of withdrawing from the contract. **Do not send the goods cash on delivery**; we are not obligated to receive them in that case.

We recommend attaching the following to the returned goods:

- copy of the bill of delivery and invoice (if these were issued) or another document proving the purchase of the goods;
- written statement of withdrawal from the contract (on our form or otherwise) and the selected refund method.

**Failure to submit any of the above documents does not prevent approval of your withdrawal from the contract in accordance with legal conditions.**

### 6.4. When will you get your money back?

All funds received will be returned to you within 14 days of withdrawal from the contract. However, please bear in mind that we are not obligated to refund you money before you return the goods or prove that you have sent us the goods.

Aside from the purchase price, you are also entitled to a refund for the cost of delivering the goods to you. However, if you chose a method other than the cheapest delivery method we offer, we will refund you costs for the delivery of goods **in the amount equal to the cheapest offered delivery method.**



We will refund the money the same way we received it (unless you request another way of refunding the money within ten days of withdrawal from the contract and you do not incur any additional costs through that refund method) or in the way you request.

**Costs associated with sending the returned goods to our address are paid by you, even in cases where the goods cannot be returned by usual mail due to their nature.**

**6.5. What if the returned goods become damaged?**

When sending us the goods, pack them into suitable packaging to prevent their damaging or destruction.

If we find that the goods you returned are damaged, worn out, dirty or partially consumed, you are answerable to us for this reduction in value.

**6.6. In what cases can you not withdraw from the contract?**

You cannot withdraw from the contract in the cases listed in section 1837 of the civil code.

**6.7. When can we withdraw from the purchase contract?**

We reserve the right to withdraw from the contract in the following cases:

- we did not receive the purchase price from you in the due period or you did not accept the goods;
- the goods could not be delivered under the original conditions for objective reasons (primarily because the goods are no longer produced, the supplier stopped supplying to the Czech Republic, etc.);
- fulfilment becomes objectively impossible or illegal.

In the event that any of the above occurs, we shall immediately inform you of our withdrawal from the contract.

If you have already partially or fully paid the purchase price, we shall refund you the received amount within five days of withdrawal from the contract, either by transfer to the account number you provide us for the purpose or to the account from which you made the payment.

## **7. RIGHTS FROM DEFECTIVE PERFORMANCE**

Your rights from defective performance are governed by the corresponding generally binding regulations (particularly provisions of sections 1914 to 1925, 2099 to 2117 and, if you are a consumer, sections 2158 to 2174 of the civil code). Rights from defective performance shall be exercised in accordance with our Warranty Terms.

## **8. OTHER INFORMATION FOR CONSUMERS**

**8.1. What authorisation do we have to perform our activities?**

We are authorised to sell goods based on a trade licence. Our activity is not subject to any other permits.

**8.2. How do we handle grievances?**

We handle any grievances via our contact e-mail. Additionally, you can contact the appropriate trade licence office or the Czech Trade Inspection Authority.

**8.3. What are your rights in a consumer dispute?**

If you are a consumer and a contract dispute occurs between us which we are unable to resolve directly, you have the right to contact the Czech Trade Inspection Authority with the dispute



(address: Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2; web interface: [www.coi.cz](http://www.coi.cz), [www.adr.coi.cz](http://www.adr.coi.cz); contact e-mail: [adr@coi.cz](mailto:adr@coi.cz); telephone: +420 296 366 360) for the purposes of alternative dispute resolution. You may exercise this right no later than 1 year since the day you first exercised the right that is now subject of this consumer dispute between us.

You may also submit complaints regarding services or goods you purchased from us and to find alternative dispute resolution bodies through an online platform established by the European Commission at: <http://ec.europa.eu/consumers/odr/>.

#### 8.4. What more should you know?

We shall inform you in accordance with Act No. 185/2001 Coll., on Waste, as amended, of the method for take-back of used products which are by their nature considered electrical equipment.

### 9. REGISTRATION ON THE WEB INTERFACE

#### 9.1. How can you register on the web interface?

Registration via the registration form on the web interface creates a user account. **Keep the access information to your user account secret. We bear no responsibility for any misuse of the user account by a third party.**

Information provided during registration must be accurate and complete. **We are authorised to delete any account without compensation if the account was created using incomplete or false information.** Should any of your information change, we recommend also immediately changing the information on the user account.

#### 9.2. What is the user account for?

The user account is used primarily for ordering goods, tracking orders and managing the user account. Any other functions of the user account are always stated on the web interface.

#### 9.3. When can we delete your user account?

**Please bear in mind that we have the right to delete your user account without compensation if your account is used to violate good manners, valid legal regulations or these terms and conditions.**

### 10. COPYRIGHT PROTECTION, LIABILITY AND USE OF THE WEB INTERFACE

#### 10.1. Is the content of the website protected by copyright law?

The content of the website located on the web interface (texts, including terms and conditions, photos, pictures, logos, software and so on) is protected by our copyright or by the rights of other parties. You may not modify, copy, reproduce, distribute or use the content for any purposes without our consent or the consent of the copyright holder. In particular, it is prohibited to provide free or paid access to the photographs and texts located on the web interface.

The names and designations of products, goods, services and companies may be registered trademarks of their respective owners.

#### 10.2. Liability and use of the web interface

We are not liable for errors resulting from the interference of third parties into the web interface or resulting from the use of the web interface contrary to its intended use. When using the web interface, you may not use procedures which might disrupt the functioning of the system or put excessive load on the system.



If you commit any illegal or unethical acts when using the web interface, we are authorised to restrict, halt or terminate your access to the web interface without any compensation. In that case, you are also obligated to pay in full for the damage that was demonstrably caused by your conduct in accordance with this paragraph.

**Please note that clicking certain links on the web interface may lead to you leaving the web interface and being redirected to the website of third parties.**

These terms and conditions are valid and effective from 1. 12. 2017.

