

Business Terms and Conditions

1 Opening Clause

- 1.1 Operator of the e-shop on www.tcbohemia.com website (hereinafter referred to as “e-shop”) is the company THERMOTECHNIKA BOHEMIA s.r.o., (Company registration number: 469 69 829) with its registered office at Komenského 951, 664 53 Újezd u Brna, Czech Republic, registered in the Commercial register kept by the County Court in Brno, Section C, File No. 7152, telephone number: 544 229 478, e-mail address tc@tcbohemia.com (hereinafter referred to as “the Seller”).
- 1.2 The following Terms and Conditions of Business (hereinafter referred to as “Business Terms”) apply to all forms of sales contracts between the Seller and natural person- consumer (hereinafter referred to as “the Buyer”). These sales contracts are realized on the basis of goods purchased from the e-shop of the Seller or on the basis of services provided by the Seller to the Buyer.
- 1.3 Business Terms would also apply to all forms of contracts between the Seller and the Buyer concluded via other ways of distance communication (for example by phone call, fax, e-mail, etc.).
- 1.4 These Business Terms do not apply to cases when a person, who would like to buy the goods from the Seller, is the legal person, or if the person, who is ordering the goods, is acting in pursuance of own business activity or own performance of job.
- 1.5 Terms regarded rights and duties of contractual partners, which are related to the goods, also apply to the providing of services, if it is not negotiated differently in these Business Terms.
- 1.6 Business Terms, pursuant to the provision § 1751 of Act No. 89/2012 Coll. of the Civil Code, as amended (hereinafter referred to as “civil code”) are inseparable attachment of every sales contract concluded between the Seller and the Buyer via e-shop, processed according to article No. 3 of these Business Terms (hereinafter referred to as “the Sales Contract”). This applies as long as the Buyer and the Seller did not agree on different terms and conditions.
- 1.7 It is possible, in Sales Contract, to agree on the departure from the Business Terms. These departures from the Business Terms take precedence over the provisions from the Business Terms.
- 1.8 The Seller is entitled to change or supplement these Business Terms with additional provisions. These changes do not apply to rights and duties formed in Sales Contracts concluded before new version of the Business Terms.

2 User Account

- 2.1 When the Buyer registers into our e-shop, he/she may enter his own user interface and order the goods from his account (hereinafter referred to as “user account”). Access to the user account is secured with username and password. The Buyer is obliged to maintain secrecy of the information required for access into his user account. The Buyer is not allowed to share this information or allow the access with third persons.
- 2.2 The Buyer registers directly into e-shop. The Buyer have to fill in registration data which are saved into electronic database of the e-shop, so the Buyer do not have to fill them in every time he would like to log in and order the goods. E-mail with username and password details will be sent to the Buyer right after the registration. The Buyer has to fill in the right and accurate data while registration. The Buyer has to update the data stated in his/her user account. The Seller considers all data stated in user account of the Buyer as right and accurate.
- 2.3 If the Buyer creates user account in our e-shop, it will enable him/her to order the goods easily (it means without repeated filling in of registration data).
- 2.4 The Buyer may cancel his/her own registration any time by contacting us on e-mail address obchod@tbohemia.com. The cancellation of the Buyer’s registration will be confirmed by sending him/her an e-mail.
- 2.5 The Seller is allowed to cancel the user account of the Buyer in case he/she is not using it longer than 1 year or in case the Buyer breach the duties formed in Sales Contract (including Business Terms).
- 2.6 The subject of the Buyer’s order might be only the goods that are offered in the e-shop. The Seller updates e-shop so it agrees with real offer of the company.
- 2.7 The Buyer takes into account that his/her user account would not be continuously accessible. This may happens because of the hardware and software updates of the Seller or because of the hardware and software updates of third persons.

3 Conclusion of contract

- 3.1 The e-shop contains offer of the goods, which the Seller offers for sale. Every offer of the concrete goods also includes names and description of the goods, its final price including taxes and other fees in Czech crown and also information about the use of the product if it is necessary. Prices of the goods are valid while they are displayed in the e-shop. The provision § 1732 paragraph No.2 of Civil Code is not applied.
- 3.2 Properties of the goods included in the e-shop such as its description, function, technical data, parameters, size, weight, power, capacity and other details are followed from the data of the producer and supplier of the goods. All details and information are stated and controlled according to current data that are accessible from the producers, suppliers and other contractual entities.

- 3.3 After the registration and log in, the Buyer has to put into shopping cart all selected products (and their amount) that he/she would like to buy from the offer in the e-shop.
- 3.4 The Buyer may check or change the data he/she inputs into the order before he/she send this order (or he/she receives confirmation of this order). The Buyer accepts these Business Terms and the Sales Contract with the Seller by sending the order. The Seller considers all data stated in the order form as right and accurate. In order to make the order valid it is necessary to fill in all required data in ordering form and to read these Business Terms.
- 3.5 In case the Buyer pays for his order but later he/she cancels the order or the order is canceled from different reason, the Seller has to send Buyer's money back to his bank account or by money order (it depends on agreement of both parties). The Seller has to send this money until seven (7) working days after the cancellation of the order. For keeping this period of returning money back to the Buyer is enough to do at least some necessary steps (for example place payment order or to appeal on the Buyer to withdraw the money).
- 3.6 The Seller has to confirm the Buyer's order until two (2) working days after its acceptance via e-mail which the Buyer indicates into his account. Part of this confirmation of the order is also the offer of the way of paying and way of delivering the ordered goods (in conformity with articles No. 4 and 5. of Business Terms) and also information about place where the Buyer may pick his order up. If the Seller do not confirm the order in set period, the Buyer may cancel his/her order. The provision from the previous sentence does not apply to cases when the order is not confirmed not because of the Seller fault but for different reason.
- 3.7 Sales Contract between the Seller and the Buyer is concluded right after the delivery of the order's confirmation including agreement about the way of paying and delivering the ordered goods (in conformity with articles No. 4. and 5. of Business Terms). From this moment on the Seller has to deliver the goods and services in conformity with Sales Contract and these Business Terms. The Buyer has to accept the delivery and pay for it. In case that the Seller is not able to comply with some of the conditions from the order, he/she has to send an e-mail to the Buyer and offer him/her changed variant of the order. This changed order is considered as new Sales Contract which may be concluded as soon as the Buyer will accept it via e-mail.
- 3.8 Sales Contract is not concluded in cases that the Buyer's order has not been received by the Seller or that it has been received but with reservation. The Seller is not obligated to conclude Sales Contract with the Buyer in cases when the Buyer is a person who has broken the Sales Contract or these Business Terms before or a person that is in delay with payment of its due liabilities to the Seller.
- 3.9 The Seller is entitled to ask the Buyer for additional confirmation of the order (via e-mail or telephone). It may depend on type of order (amount of the goods, price and delivery costs).
- 3.10 The Buyer affirms that he/she has read these Business Terms and he/she agrees with these Business Terms by concluding the Sales Contract.
- 3.11 The Seller is not obligated to provide presentation, installation and assembling of the delivered goods under the Sales Contract. If the Buyer buys a product which requires some of these activities it is be possible to agree on providing such service.

- 3.12 The Buyer agrees with using means of distance communication while concluding the Sales Contract. The cost of distance communication is subject to no additional fees (costs of Internet connection or phone calls).

4 Payment conditions

- 4.1 Price of the goods is valid at the moment of the Buyer's order in conformity with provision from article No. 3.4 of these Business Terms. The price of the product does not include prices for delivering the goods, services or other fees. Such payments are charged separately. The Buyer has to pay the total sum included price for the product and other taxes and fees. If it is not stated differently the price of the goods consists also of costs for delivering it.
- 4.2 The Buyer may pay for the ordered products by the following ways:
- a) By cash in the subsidiary of the Seller, where the product is available;
 - b) By cash on delivery, it means by cash right after the delivery of the product by the carrier (price of the paying by cash on delivery is +30,- CZK exclusive of VAT);
 - c) By cashless payment, pay by credit on the Seller's bank account before sending/taking ordered product.
- 4.3 The Buyer pays for the goods right after the taking of delivery in case he/she pays for it by cash or by cash on delivery. If the Buyer pays for the products by credit cost of purchase is payable until fourteen (14) days after concluding the Sales Contract if the Buyer and the Seller do not agree on something else.
- 4.4 The cost of purchase is considered to be paid right after it is charged to the Seller's bank account or right after it is paid by cash in the shop (subsidiary) of the Seller or when it is paid to the carrier.
- 4.5 The Seller do not require from the Buyer deposit or other similar payment. However, this does not apply to the case described in the article 4.2 part c) of these Business Terms regarding to cashless payment paid before the delivery of the product.
- 4.6 The Seller requires from the Buyer to pay the cost of purchase before sending the delivery to him/her. However, this does not apply to the case described in the article 4.2 part b) of these Business Terms regarding payment by cash right after the taking delivery from the carrier. The Buyer may take the delivery right after he/she pays the cost of purchase in case the Buyer and the Seller do not agree on something else.
- 4.7 In case that prices of the products offered in e-shop are described as special offer, these prices are valid until stocks are exhausted or until new update of the offer is available on the e-shop.
- 4.8 The Buyer gains the product characterized in the Sales Contract right after the paying whole cost of purchase.

- 4.9 It is not possible to combine different discounts provided to the Buyer by the Seller.
- 4.10 If it is usual in business or under the generally binding regulations, the Seller is required to provide the Buyer with a receipt of the payments based on the Sales Contract. The Seller is a payer of value added tax (VAT). The receipt (invoice) provided by the Seller to the Buyer based on the Sales Contract between the Buyer and the Seller might be used also as tax document and delivery note.

5 Delivery Terms

- 5.1 In case that the contractual parties agree on different way of delivery than it is offered to the Buyer in the e-shop, the Buyer carries the risk and has to pay for potential additional costs of this way of delivery.
- 5.2 If the Seller is obligated to deliver the goods to the address which the Buyer set in order form, the Buyer has to accept the delivery.
- 5.3 If the goods have to be delivered repeatedly because of the Buyer's fault or delivered by different way than it is set in order form, the Buyer has to pay the costs of this delivery.
- 5.4 The duty of the Seller to deliver ordered goods to the Buyer is accomplished right after the Buyer accepts the delivery or right after the Seller gives this order to the carrier.
- 5.5 The Buyer has right to choose from the following ways of delivering the goods within the Czech Republic:

a) Taking the ordered goods in person at one of the subsidiaries of the Seller- for free.

If the contractual parties agree, it is possible to deliver ordered goods at one of the subsidiaries of the Seller in the Czech Republic- according to the ordered goods the Buyer would be offered with some of the subsidiaries where he might pick up the goods. The Seller has to inform the Buyer about delivering the goods to the address of his business premises if the Buyer and the Seller do not agree on something different. The goods is prepared for collection at the address of the Seller's business premises on set date by the Seller; the Buyer has to pick up the goods right after he gets the information from the Seller.

The goods is packaged in the shop of the Seller and prepared for transport. If the Buyer wants, it is possible, for additional fee, to order transport of the goods to the Buyer's address, its unpacking, its control and repeated packing. Packages of the goods are provided to the Buyer for free.

b) Delivering the goods to the address of the Buyer:

- By shipping company GLS as a parcel paid by cash on delivery- **150,- CZK (exclusive of VAT)/1 parcel.** (Weight of a parcel: not more than 40 kg. Size of a parcel: 2x height + 2x weight + 1x length; it cannot has more than 3 meters and maximum size of a parcel is: 2 meters in length, 0,6 meters in height, 0,8 meters in weight.)
- Price of oversize parcel (over 40 kg) is **based on current price offer of the shippers.**

The Seller or the shipper has to inform the Buyer via e-mail about the date of delivery the ordered goods on the address of the Buyer. Delivering of the goods is provided by the shipper who has been ordered on date set in e-mail. The shipper has to inform the Buyer about the exact time of the delivery no later than the day of delivery. In case that the goods are not delivered to the Buyer because of his/her fault, the goods are returned back to the Seller.

Places that are not in the Czech Republic are not accepted by the Seller as delivering places if the Buyer and the Seller do not agree on something else.

- 5.6 In case that the Seller has the ordered product in stock he/she has to send it off to the Buyer until five (5) working days after concluding the Sales Contract and in the case described in the article 4.2 part c) the Seller has to send the product off until five (5) working days after receiving money from the Buyer on the Seller's account.
- 5.7 In case that the Buyer choses taking the goods in person and the Seller has this goods in stock, he/she has to prepare its taking until two (2) working days after concluding the Sales Contract and in case described in the article 4.2 part c) the Seller has to prepare its taking until two (2) working days after receiving money from the Buyer in the Seller's account. If the Seller does not have ordered product in stock he/she has to inform the Buyer about the date when he/she might take the order.
- 5.8 In case that the Seller does not have the ordered product in stock or he/she is not able to deliver it to the shipper or prepare it for personal taking in period mentioned before, the Seller has to inform the Buyer about this fact and tell him/her the expected date of shipping or providing personal taking of the product. In case that the expected date mentioned in previous sentence is longer than fifteen (15) working days after concluding the Sales Contract, the Buyer has right to cancel the Sales Contract right after he/she find out this information.
- 5.9 All consignments that are returned to the Seller might be sent again to the Buyer if he/she asks for it, but the Buyer has to pay for costs of repeated delivery.

- 5.10 The Seller has to provide all services such as assembling of the product in case that the Buyer order them. The price of such services is not included in price of the product if it is not stated differently in the e-shop.
- 5.11 Risk of damage on the delivered product pass from the Seller on the Buyer right after the Buyer takes the delivery in person or when the Seller deliver this product to the shipper.

6 Responsibility for defects and the guarantee of quality

- 6.1 Right and duties of contractual parties about wrong performance of the contract are followed by the relevant generally binding regulations (mainly from § 2161 to § 2174 of the Civil Code).
- 6.2 The Seller provides the Buyer with warranty of quality of product in duration of 24 months since take-over of the product and it guarantees that the product shall be functioning for usual or agreed purpose and that it shall keep all usual or agreed features. The same effect is to indicate the warranty period or the shelf life of the product on the packaging or in the advertisement. In case that warranty periods agreed in the Sales Contract and/or notice of warranty are different from warranty set in this business Terms, the longest one is valid. If the contractual parties agree on warranty period that is different from the guarantee period stated on package, this agreement is valid.
- 6.3 The Seller is responsible for the product he sells to the Buyer. He warrants that the product is in conformity with the Sales Contract, it means it does not have any defects.
The Seller in particular is responsible for the product: (i) it means that the product has all features that parties have agreed on and in case that there is no such agreement the product shall have features that have been described by the Seller or the producer, or were expected by the Buyer because of its features based on advertisement and character of the product; (ii) it means that the product is suitable for use that is described by the Seller, or for use that is usual for this kind of products; (iii) it means that the product is in the same quality as a promotional sample in case that the quality is set; (iv) it means that the product is in compatible amount, measure or weight and (v) it means that the product is in conformity with requirements of legal regulations.
- 6.4 The Buyer is obligated to check ordered goods while taking it over. The Buyer acknowledges the take-over by signing the delivery note so he/she confirms that the amount and type of product is the same as it is stated in delivery note. In case the Buyer cannot check the ordered goods while take-over, he/she has to do it right after taking-over the delivery and inform the Seller about defects in conformity with article No.6 of these Business Terms. If the goods have some defects in time of delivery the Buyer has right to reject its taking-over.
- 6.5 Provisions stated in article 6.3 of Business Terms shall not apply on cases when the product is sold for lower price because of some defect of the product; that the product is commonly wear and tear; when the product is used for defects corresponding to the degree of wear or tear of the used goods when take-over of this goods by the Buyer, or if it results from the nature of the goods.

- 6.6 As a moment of warranty claim is considered the moment when the Seller accepts the product that has been claimed. The Buyer has to return the product to the Seller in person or as a parcel together with the bill of purchase and with all fixtures, documents, user manual or warranty card. The Seller is not obligated to take the product if it was sent by cash on delivery. The Buyer has to package the product before returning it in order to prevent from damage or destruction while transporting.
- 6.7 The Seller gives written confirmation of complaint delivery to the Buyer. Also the Seller gives to the Buyer written confirmation of date and way of handling the complaint or he/she provide reason of complaint refusal. In case you need more information about process of complaint you might contact us by phone on 544 229 478 on working days from 7:30 to 15:30 or by e-mail on obchod@tcbohemia.com.
- 6.8 Complaint including reparation will be dealt until 30 days after its application, unless the Seller and the Buyer agree on longer period.
- 6.9 When the complaint is processed, the Seller informs the Buyer about it via phone, SMS or e-mail.
- 6.10 The complaint of the product shall not apply on products damaged because of improper use, on products that are commonly wear and tear, on products that are wrongly stored or used in bad conditions such as wrong temperature, dustiness, humidity, on products that are damaged because of chemical and mechanical impact of different environment as is set by the Seller or the producer, on products that are damaged because of unskilled use of the Buyer or the third person or in case of natural disasters.
- 6.11 In case that the goods were damaged while transporting it from the Seller to the Buyer, the carrier is responsible for this. While taking-over the delivery the Buyer is obligated to check whether the package is not damaged or whether the package does not seem damaged. If the Buyer finds some damages on the package he/she has to inform the carrier about it. In such cases the Buyer has right to reject the delivery and write record about the damage with the carrier. The Buyer confirms that the delivery is undamaged and delivered by signing the delivery note.
- In case that the Buyer finds some damage caused while transporting after taking-over the delivery, he/she has to report it to the Seller on obchod@tcbohemia.com and to the carrier until two (2) working days after the goods was delivered and to ask for writing up the record about the damage. The Buyer cannot manipulate with the parcel until the record of the damage will be written and he/she has to keep the package of the parcel.

- 6.12 If the complaint is acknowledged, the Buyer has right to gain compensation of provable and functionally spent costs for its performance and for delivering such goods to the Seller.

7 Security and protection of information

- 7.1 In the matter of security and processing personal data of the Buyer, the [Privacy Policy](#) document is valid.

8 Copyright, registered trademarks, rights of third person, responsibility

- 8.1 All materials published in e-shop are protected by Copyright Act. E-shop and its parts (mainly descriptions, display of offered goods, and division into categories) cannot be copied electronically or mechanically, cannot be open to the public or used without written permission of the Seller as a copyright holder.
- 8.2 The Buyer has to take into account that the names and designations of goods, services and companies display in e-shop might be registered trademarks owned by third persons (suppliers and producers of the goods) and are protected by relevant legal protection.

9 Withdrawal from a Sales Contract

- 9.1 In conformity with provision § 1829 art.1 of Civil Code, the Buyer is eligible to withdraw from a Sales Contract concluded via e-shop also with no reason in period of fourteen (14) days that starts the day he/she takes the delivery. In case that the subject of a Sales Contract is composed of more types or parts of the product the period starts the day he/she takes the last delivery of the product. Withdrawal from a Sales Contract has to be sent to the Seller in period mentioned in previous sentence. The Sales Contract is canceled if the Buyer withdraws from it. Right of withdrawal from a Sales Contract cannot be misused in order to borrow the goods for free.
- 9.2 The Buyer is not eligible to withdraw from a Sales Contract in cases described in provision § 1837 of Civil Code.
- 9.3 Withdrawal from a Sales Contract has to be provided in a written form.
- 9.4 The Buyer might use sample form provided by the Seller in case of withdrawal from a Sales Contract. You might find this sample form as an appendix to a Business Terms. In withdrawal from a Sales Contract the Buyer has to indicate order number, date of taking delivery and required way of getting a refund included number of bank account of the Buyer, or else address for getting a refund of paid sum of money. The Buyer might send the withdrawal from a Sales Contract to the address of the shop or seat of the Seller.

- 9.5 In case of withdrawal from a Sales Contract based on article 9.1 of Business Terms, the Buyer has to return delivered goods (including fixtures, guarantee certificate, user manual and other documents) in original package as a parcel or in person to the Seller in period of fourteen (14) days after withdrawal from a Sales Contract. If the Buyer withdraws from a Sales Contract he/she has to pay for costs of returning goods to the Seller in case that the goods cannot be returned as a common parcel via post services. Returned goods have to be unused and undamaged. The Buyer has to return the goods together with a bill of a purchase to the Seller. The Buyer has to package the goods for transporting back to prevail from damage. The Buyer, who withdraws from a Sales Contract, is responsible for the goods until it is delivered to the Seller.
- 9.6 In case of withdrawal from a Sales Contract based on article 9.1 of Business Terms, the Seller has to return money to the Buyer in period of fourteen (14) days after Buyer's withdrawal from a Sales Contract the same way as he/she has received the money from the Buyer. The Seller is also eligible to return performance provided by the Buyer while returning the goods if the Buyer would agree with that and if it does not create any other costs of the Buyer. In case the Buyer withdraws from a Sales Contract, the Seller is not obligated to return money to the Buyer before the Buyer return the goods or at least prove that he/she has sent the goods to the Seller.
- 9.7 In case the Buyer chooses different way of delivering the goods, not the cheapest one that is offered to him/her, the Seller returns to the Buyer costs in amount of this cheapest ways of delivering the goods.
- 9.8 The Seller is eligible to withdraw from a Sales Contract in case that the Buyer does not take delivery until seven (7) days after date the goods has been prepared for the Buyer, or until seven (7) days after the goods has been placed in the shop of the carrier or in case that the Buyer reject to take the delivery. If the Seller withdraws from a Sales Contract according to the previous sentence, he/she has right for compensation of costs spent on withdrawal from a Sales Contract (mainly costs spent on delivering the goods to the Buyer).
- 9.9 In withdrawal from a Sales Contract the Seller has to indicate order number, date of taking delivery and way of getting a refund included number of bank account of the Buyer, or else address for getting a refund of paid sum of money.
- 9.10 Provision of article No.10 of these Business Terms applies on delivering the withdrawal from a Sales Contract.
- 9.11 If the Buyer receives a gift together with the goods, the contract of donation is concluded with subsequent condition, it means that in case of withdrawal from a Sales Contract, the contract of donation loses effect and the Buyer has to return the gift together with the goods.

10 Delivering

- 10.1 Notice concerning relations between the Seller and the Buyer, mainly notice concerning withdrawal from a Sales Contract, has to be sent as a registered letter if it is not stated differently in the Sales Contract. Notices have to be sent to the contact address of second party and they are considered as delivered and effective right after they have been sent via post office. This does not apply to notice of withdrawal from a Sales Contract made by the Buyer when the withdrawal is effective only if it is sent during the period of the withdrawal.
- 10.2 Contractual parties might send common correspondence via electronic mail. For this purpose they use e-mail address available in user account of the Buyer, e-mail address indicated in order by the Buyer or e-mail address available in the e-shop of the Seller.

11 Other rights and duties of contractual parties

- 11.1 The Seller is not bounded by any codes of behavior in relationship with the Buyer within the provision § 1826 article No.1 letter e) of the Civil Code.
- 11.2 The Seller is eligible to sell the goods based on Trade License. Trade License Office provides the trade control. The Office for Personal Data Protection provides the supervision of personal data protection. Czech Commerce Inspection provides supervision of observance of the Act N.634/1992 Coll. about protection of the consumer as amended.
- 11.3 The Buyer agrees with sending information related to the goods, services or to the Seller to the Buyer's e-mail address and further agrees with sending Seller's commercial communication to the Buyer's e-mail address.
- 11.4 The Seller provides non-judicial handling of Buyer's complaint via e-mail address: obchod@tcbohemia.com. The Seller sends information about handling of Buyer's complaint to the e-mail address of the Buyer.

12 Final provisions

- 12.1 Legal relations between the Seller and the Buyer act upon the order of the Czech Republic. Relations that are not modified in the Sales contract or in these Business Terms act upon the Civil Code.
- 12.2 If some provision of Business Terms is not valid or effective, the new provision which is similar the most to the old one is created instead of it. Other provisions are not affected by invalidity or ineffectiveness of some provision. All changes and additions of the Sales Contract have to be done in written form.
- 12.3 Sample form of withdrawal from a Sales Contract is an appendix to these Business Terms.
- 12.4 Contact details of the Seller: address for delivering: Komenského 951, 664 53 Újezd u Brna, Czech Republic; e-mail address: obchod@tcbohemia.com; telephone number: +420 544 229 478.

- 12.5 The Seller archives the Sales Contract including Business Terms in electronic form.
- 12.6 Contractual parties exclude use of provision § 1740 article No.3 of the Civil Code.
- 12.7 Contractual parties also exclude use of provision § 1978 article No.2 of the Civil Code.
- 12.8 These Business Terms are valid and effective since 15th September 2018.

Újezd u Brna, 15th September 2018