

Business Terms and Conditions

Translation note: This English version is an informative translation of the Czech document. In the event of any discrepancy, the Czech version shall prevail.

Seller

ATELIÉR MAUR s.r.o.

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1. Introductory provisions

1.1 These Business Terms and Conditions govern the rights and obligations between the Seller and the Buyer in the sale of goods and in the provision of related services, in particular assembly, installation, service, modifications and custom production.

1.2 These Business Terms and Conditions apply to orders made through the Seller's website, by e-mail, by telephone, in person, by sending an order in PDF, by an official order of a municipality, town, school or other institution, or by another method, provided that the Seller refers to them in an offer, order confirmation, contract or on the website.

1.3 Provisions contained in an individual written contract, a confirmed order or a specific offer take precedence over these Business Terms and Conditions to the extent that they differ from them.

1.4 If the Buyer is a Consumer, the provisions of these Terms and Conditions intended for Consumers and the relevant provisions of the Civil Code and the Consumer Protection Act shall apply.

1.5 A Consumer is a natural person who, outside the scope of their business activity or outside the independent exercise of their profession, enters into a contract with the Seller or otherwise deals with the Seller.

1.6 A Buyer who is not a Consumer is, in particular, an entrepreneur, business company, municipality, town, region, school, contributory organisation, association, other legal entity or natural person acting when entering into the contract within the scope of their business activity or exercise of their profession.

2. Order and conclusion of the contract

2.1 The presentation of goods on the website, in a catalogue, price offer, visualisation or other material of the Seller is for information purposes only, unless expressly stated otherwise.

2.2 By submitting an order, the Buyer makes a proposal to conclude a contract. The contract is concluded at the moment when the Seller confirms the order to the Buyer.

2.3 Confirmation of receipt of an order may be made by e-mail, in writing, by confirmation of an official order, by issuing a pro forma invoice, by confirming the date of performance or in another unambiguous manner.

2.4 The Seller is entitled not to accept an order, in particular if the goods are unavailable, the order is manifestly incorrect, the Buyer has not provided the necessary cooperation, the required advance payment has not been paid or the Buyer has previously materially breached their obligations towards the Seller.

2.5 In the case of custom production, atypical dimensions, individual colour or structural design, assembly, visualisation or other performance prepared according to a specific assignment, the Seller may, before confirming the order, require completion of the assignment, approval of the technical specification, visualisation, calculation, performance date or payment of an advance.

2.6 An order from a municipality, town, school, contributory organisation or other legal entity sent outside the online shop, for example as an official order in PDF, is not a Consumer order. Such a contract is governed by the regime for a Buyer who is not a Consumer, unless expressly agreed otherwise.

2.7 For an order made through the online shop, the basic technical steps leading to conclusion of the contract are the selection of goods, placing them in the cart, completing the order details, checking the order and submitting it to the Seller.

2.8 Before submitting an order through the online shop, the Buyer has the possibility to check and change the data entered in the order.

2.9 The contract may be concluded in the Czech language. The Seller archives the order and related contractual documentation for the purposes of contract performance and compliance with statutory obligations. Unless a customer account or other online access is expressly enabled, the contract is not made separately available to the Buyer through the website interface after its conclusion; its content is confirmed to the Buyer in text form, typically by e-mail, order confirmation, invoice or a similar document.

2.10 If the Buyer is a Consumer and the contract is concluded on the basis of a telephone offer made by the Seller, the Seller shall confirm the offer to the Consumer in text form. The Consumer is bound by the offer only after expressing consent electronically or by signing the offer confirmation on paper.

3. Price and payment terms

3.1 The purchase price of the goods, the price of transport, the price of assembly and the price of other services are agreed in the offer, order confirmation, contract, tax document or other confirmed arrangement between the parties.

3.2 If the Buyer is a Consumer, the Buyer shall be informed before conclusion of the contract of the total price including taxes and fees and also of the delivery costs, if they can be determined in advance. If some costs cannot reasonably be determined in advance, the Buyer shall be informed of the method of their calculation.

3.3 If the Buyer is a person who is not a Consumer, prices may be stated excluding VAT. VAT shall be charged at the statutory rate applicable on the date of the taxable supply, if the Seller is obliged to charge VAT.

3.4 The purchase price may be paid in particular by bank transfer, pro forma invoice, in cash upon personal collection, cash on delivery or by another method expressly agreed between the parties.

3.5 Seller's bank accounts: 484 586 0297/0100 and 2102157278/2700. As the variable symbol, the Buyer shall state the invoice number, pro forma invoice number or order confirmation number, if provided.

3.6 The Seller is entitled to require a reasonable advance payment, in particular for custom production, atypical goods, individual modifications, assembly, larger orders or orders with a longer delivery period.

3.7 If the Buyer is in default with payment of a monetary debt, the Seller is entitled to claim statutory default interest. In the case of a Buyer who is not a Consumer, the Seller is also entitled to claim contractual default interest of 0.05% of the outstanding amount for each day of default and a contractual penalty of 0.1% of the outstanding amount for each day of default, provided that this arrangement forms part of the contractual relationship, in particular by reference to these Business Terms and Conditions in the offer, order confirmation, contract or another written arrangement between the parties.

3.8 The arrangement on a contractual penalty does not affect the Seller's right to claim damages to the extent permitted by legal regulations.

4. Delivery of goods, transport and acceptance

4.1 The method of delivery, place of delivery, expected delivery date and transport costs are agreed in the order, offer, order confirmation or contract.

4.2 The Buyer is obliged to provide correct and complete data necessary for delivery of the goods, in particular the delivery address, contact person, telephone number and e-mail address.

4.3 The Seller may deliver the goods by personal collection, through a carrier, by its own transport, by assembly at the destination or by another agreed method.

4.4 If the Buyer is a Consumer and the goods are to be shipped, the goods are handed over to the Consumer at the moment when the carrier hands them over to the Consumer or to a third person designated by the Consumer other than the carrier. If the Consumer has chosen a carrier not offered by the Seller, the goods are handed over by handing them over to that carrier.

4.5 If the Buyer is a person who is not a Consumer, the risk of damage to the goods passes in accordance with the contract and the relevant provisions of the Civil Code, usually upon acceptance of the goods by the Buyer, handover to the first carrier or another agreed moment.

4.6 Upon accepting the shipment, the Buyer is entitled to check the condition of the packaging and any apparent damage to the goods. It is advisable to have apparent damage recorded by the carrier and to take photographic documentation. This procedure serves mainly to document damage incurred during transport. It does not limit the Buyer's statutory rights from defective performance or the Consumer's right to withdraw from the contract, if such right exists under the law.

4.7 If the Buyer fails to accept the goods without a justified reason, the Seller is entitled to claim reimbursement of reasonably incurred costs, in particular costs of transport, repeated delivery or storage.

4.8 Instructions, assembly or use manuals, delivery notes, tax documents and other documents may be handed over to the Buyer together with the goods or sent electronically, provided that this is not prevented by legal regulations or a specific agreement between the parties.

5. Ownership title

5.1 Ownership title to the goods passes to the Buyer upon full payment of the purchase price and acceptance of the goods, unless expressly agreed otherwise between the parties.

5.2 The transfer of the risk of damage to the goods is governed separately by the rules set out in the section on delivery of goods and by legal regulations.

6. Custom goods and individual modifications

6.1 Custom or individually modified goods include, in particular, goods manufactured according to the Buyer's requirements or adapted to the Buyer's personal needs, atypical dimensions, a specific installation, colour design, technical specification, structural solution, visualisation, graphic material or other individual assignment.

6.2 The Buyer is responsible for the accuracy and completeness of the materials provided to the Seller, in particular dimensions, texts, graphic materials, colour requirements, technical data, location, power supply, assembly conditions and other parameters important for the production or delivery of the goods.

6.3 If the Seller discovers an obvious unsuitability of the materials or instructions provided by the Buyer, the Seller shall notify the Buyer. If the Buyer insists on the use of such materials or instructions despite the warning, the Seller shall not be liable for defects caused by their unsuitability to the extent permitted by legal regulations.

6.4 If the Buyer is a Consumer, the Buyer acknowledges that, as a rule, the right to withdraw from the contract within 14 days without giving a reason does not arise for goods manufactured according to the Buyer's requirements or adapted to the Buyer's personal needs. This does not affect the right to complain about defects in such goods.

7. Assembly and related services

7.1 If the Buyer orders assembly, installation, service or another service, its scope, price, date and conditions of performance are agreed individually.

7.2 The Buyer is obliged to provide the Seller with the necessary cooperation, in particular access to the place of assembly, readiness of the site, technical conditions, safety conditions, a contact person and any permits required for the performance of assembly.

7.3 If the place of assembly is not ready or the Buyer does not provide the necessary cooperation, the Seller is entitled to claim reimbursement of reasonably incurred costs and a reasonable extension of the performance period.

8. Rights from defective performance and complaints

8.1 The Buyer's rights from defective performance are governed by legal regulations and the relevant Complaints Procedure of the Seller.

8.2 A separate Complaints Procedure for Consumers applies to Consumers.

8.3 A separate Complaints Procedure for Buyers Who Are Not Consumers applies to entrepreneurs, municipalities, towns, schools, contributory organisations and other Buyers who are not Consumers.

8.4 A complaint may be submitted by e-mail to infoatelier@ateliermaur.cz, in writing to the Seller's registered office address, in person at the Seller's registered office; prior arrangement is recommended for operational reasons, or in another unambiguous manner from which it is clear who is submitting the complaint, which goods it concerns and what defect is being complained of.

8.5 For light sources, LED elements, electronic components and similar parts of goods, the assessment of a defect is governed by the agreed properties, instructions, technical documentation and, where applicable, the declared lifetime or average luminous lifetime. Ordinary wear and tear, gradual decrease in luminous intensity or changes corresponding to the nature of the goods and the method of their use are not defects in themselves. This does not affect the Buyer's rights if the goods do not conform to the contract or statutory requirements.

9. Withdrawal from the contract

9.1 If the Buyer is a Consumer and the contract was concluded by distance means or outside business premises, the Consumer may, in cases provided by law, withdraw from the contract within 14 days.

9.2 Detailed information on the conditions, time limits, exceptions, method of exercising withdrawal, return of goods and refund of money is provided in the separate document Withdrawal from Contract.

9.3 A Buyer who is not a Consumer has no right to withdraw from the contract without giving a reason under the Consumer provisions of the Civil Code, unless the parties expressly agree otherwise.

9.4 The Seller is entitled to withdraw from the contract in particular if performance becomes impossible, the Buyer fails to provide the necessary cooperation, fails to pay the agreed advance payment or price even within an additional reasonable period, or otherwise materially breaches their contractual obligations.

10. Alternative dispute resolution for Consumer disputes

10.1 If the Buyer is a Consumer, the Buyer has the right to alternative dispute resolution of a Consumer dispute arising from the contract.

10.2 The competent entity for alternative dispute resolution of Consumer disputes is usually the Czech Trade Inspection Authority, website address: www.coi.gov.cz.

11. Personal data protection

11.1 Information on the processing of personal data is provided in the separate document Personal Data Processing Policy, available on the Seller's website.

11.2 The provisions of these Business Terms and Conditions do not replace separate information provided under personal data protection regulations.

12. Final provisions

12.1 The rights and obligations of the parties are governed by the law of the Czech Republic, in particular the Civil Code and, in the case of Consumers, also the Consumer Protection Act.

12.2 If any provision of these Business Terms and Conditions is invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions.

12.3 These Business Terms and Conditions replace the Seller's previous Business Terms and Conditions.

12.4 This document is effective from the date of its publication on the Seller's website. For a specific contract, the version effective on the date of its conclusion shall be decisive, unless expressly agreed otherwise between the parties.