

Withdrawal from Contract

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.

Libušínská 575/82, 326 00 Plzeň

Company ID No.: 25241885

VAT ID No.: CZ25241885

registered with the Regional Court in Plzeň, Section C, File No. 12126

telephone: +420 377 240 033

e-mail: infoatelier@ateliermaur.cz

website: www.ateliermaur.cz

1. When the Consumer may withdraw

1.1 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 without giving a reason.

1.2 A Consumer is only a natural person acting outside the scope of their business activity or outside the independent exercise of their profession.

1.3 A municipality, town, school, contributory organisation, business company, entrepreneur, association or other legal entity is not a Consumer. Such Buyers do not have the right to withdraw from the contract within 14 days without giving a reason under the Consumer provisions of the Civil Code, unless the parties expressly agree otherwise.

1.4 The fact that an order was made through the online shop, by e-mail, by telephone or by another means of distance communication is not sufficient in itself. What is also decisive is whether the Buyer acts as a Consumer.

2. Withdrawal period

2.1 In the case of a purchase contract for goods, the 14-day period begins on the day on which the Consumer or a third person designated by the Consumer other than the carrier takes over the goods.

2.2 If one order contains several pieces of goods delivered separately, the period begins on the day of taking over the last piece of goods. If the delivery consists of several items or parts, the period begins on the day of taking over the last item or part.

2.3 In the case of a service contract, the 14-day period begins on the day the contract is concluded.

2.4 To comply with the period, it is sufficient for the Consumer to send the Seller an unambiguous statement of withdrawal before the period expires.

3. How to withdraw

3.1 The Consumer may withdraw by any unambiguous statement made to the Seller.

3.2 Withdrawal may be sent in particular:

- by e-mail to infoatelier@ateliermaur.cz,
- by post to the Seller's registered office address,
- in person at the Seller's address by prior arrangement.

3.3 In the withdrawal statement, we recommend stating:

- the Consumer's name and surname,
- address,
- e-mail or telephone,
- order or invoice number,
- identification of the goods or services to which the withdrawal relates,
- date of order,
- date of taking over the goods,
- bank account number if the payment is to be refunded by bank transfer and it is not possible to refund it by the same method.

3.4 The Consumer may use the model form below, but this is not mandatory.

4. When withdrawal is not possible

4.1 The Consumer cannot withdraw from the contract in particular in the cases laid down by the Civil Code.

4.2 For the Seller, the exception for the delivery of goods manufactured according to the Consumer's requirements or adapted to the Consumer's personal needs is particularly important.

4.3 This exception may apply in particular to custom-made decorations, atypical dimensions, individual colour designs, structural modifications, products prepared according to a specific visualisation, technical assignment, place of installation or other personal or individual requirements of the Consumer.

4.4 This does not affect the Consumer's right to complain about defects in custom-made or individually modified goods.

4.5 The right to withdraw without giving a reason also does not apply, for example, to a service that has been fully provided; in the case of a paid service, only if performance began with the Consumer's prior express consent before the expiry of the withdrawal period and the Consumer was informed before conclusion of the contract that the right of withdrawal would cease once the performance was provided.

4.6 If the Consumer expressly requested that the provision of a service begin before the expiry of the withdrawal period and subsequently withdraws from the contract, the Consumer shall pay the Seller a proportionate part of the price for the performance provided until the moment of withdrawal, if required by law.

5. Return of goods

5.1 If the Consumer withdraws from a purchase contract, the Consumer shall send or hand over the goods to the Seller without undue delay, no later than 14 days from withdrawal from the contract, unless the Seller offers to collect the goods itself.

5.2 The period is complied with if the Consumer sends the goods before it expires.

5.3 Send or hand over the goods to:

ATELIÉR MAUR s.r.o.

Libušínská 575/82

326 00 Plzeň

5.4 The Consumer bears the direct costs associated with returning the goods, unless expressly agreed otherwise or unless the Seller has breached a statutory information obligation.

5.5 The Consumer is not obliged to return the goods in the original packaging. However, the goods must be packed so that they are not damaged during transport.

6. Refund of money

6.1 If the Consumer withdraws from the contract, the Seller shall refund to the Consumer without undue delay, no later than 14 days from withdrawal from the contract, all monetary funds received from the Consumer under the contract, including the costs of delivery of the goods.

6.2 If the Consumer chose a method of delivery other than the cheapest method offered by the Seller, the Seller shall refund delivery costs only in the amount corresponding to the cheapest offered method of delivery.

6.3 The Seller shall refund the monetary funds using the same method by which it received them from the Consumer, unless the Consumer agrees to another method and no additional costs arise for the Consumer.

6.4 In the case of a purchase contract, the Seller is not obliged to refund the monetary funds before receiving the returned goods or before the Consumer proves that the goods have been sent back, whichever occurs first.

7. Decrease in the value of goods

7.1 The Consumer is liable to the Seller only for a decrease in the value of the goods caused by handling the goods in a manner other than necessary to become familiar with their nature, properties and functionality.

7.2 Mere unpacking or reasonable testing of the goods does not automatically result in loss of the right to withdraw from the contract.

7.3 If the Consumer handles the goods beyond the scope of reasonable familiarisation with their nature, properties and functionality, the Seller may take into account the actual decrease in the value of the goods.

8. Model withdrawal form

Addressee:

ATELIÉR MAUR s.r.o.

Libušínská 575/82

326 00 Plzeň

e-mail: infoatelier@ateliermaur.cz

I hereby give notice that I withdraw from the contract for the purchase of the following goods / provision of the following service:

.....
Order or invoice number:

.....
Date ordered:

.....
Date of taking over the goods:

.....
Consumer's name and surname:

.....
Consumer's address:

.....
E-mail / telephone:

.....
Bank account number for refund of payment, if the original payment method is not used:

.....
Date:

.....
Consumer's signature, only if the form is sent in paper form:
.....

9. Final provisions

9.1 This document does not replace the Complaints Procedure. Withdrawal from the contract and a complaint about a defect are two different legal procedures.

9.2 The right to withdraw from the contract without giving a reason is not the same as the right to complain about defective goods.

9.3 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.