

# Terms and conditions for the sale of goods in the e-shop

**Au-Mex s.r.o., VAT: CZ25349929, located at Podedbradska 574/40, Prague 9, Vysocany, 190 00**

## 1. Initial statement

**1.1** By §1751 par. 1 of law 89/2012 Au-Mex s.r.o. company located at Podedbradska 574/40, Prague 9, Vysocany is issuing these terms and conditions for purchasing goods at an internet shop *AU-MEX e-shop.com* via webpage at an internet address [www.au-mex.com](http://www.au-mex.com):

**Company name and ID number:** AU-MEX s.r.o., **ID:** 25349929

**Company location:** Podedbradska 574/40, Prague 9, Vysocany, 190 00

**Company form:** limited liability company, registered with the city court in Prague.

**Contact email:** [export@au-mex.cz](mailto:export@au-mex.cz) **Contact telephone:** +42(0) 778410250

(further just „**Seller**“) on one side and **buyer** on the other side

**1.2** By confirming and sending of an order on the web page, the buyer confirms that they have familiarised themselves and agree with these terms and conditions. It takes into account that these terms and conditions are an inseparable part of a purchase contract.

**1.3** All contracts are made in accordance with terms and conditions and public law.

**1.4** A buyer is a private person or a company that enters a contract with the seller via the seller's internet pages and e-shop.

**1.5** If the buyer is an end-user according to §419 of law 89/2012, public law, actions not covered by these terms and conditions are covered by law 89/2012 and law 634/1992 about consumer protection. If the buyer is ordering/purchasing goods in line with their business needs and activities actions not covered by these terms by law 89/2012 while statements §2158-§2174 are not being used.

**1.6** By making a purchase, the buyer confirms that they have read and understood these terms and conditions to their full extent and accept them.

**1.7** The seller reserves the right to change and amend these terms and conditions at any time. Potential changes of these T&Cs will be announced by the seller on their website at least 14 days before their effectiveness. The buyer is bound by the version of T&Cs valid at the time of purchase. Older versions of T&Cs can be received upon request from the seller.

## 2. Making a purchase contract

**2.1** The buyer, by selecting goods from the seller's offer and placing an order, is submitting an offer for a purchase contract to the seller. A purchase contract between the seller and the buyer is made once the seller accepts this offer by sending an order confirmation to the email of the buyer. If the seller does not send such confirmation, the purchase contract is not considered to have been made.

**The seller recommends the buyer to make their orders via the internet shop or by email and state the following:**

**2.2** The order form contains mainly:

- Name, surname, date of birth, address, email address, telephone number
- Company name and location
- ID and VAT registration number
- Code and name of the product according to the price list, amount of pieces ordered
- Unit price
- How goods will be obtained – a form of payment and delivery method
- Delivery address (if it is different than company address), contact telephone number
- Signature of a person entitled to order goods (valid for written orders)
- Any other details that the buyer considers to be important

**2.3** Identification data of the buyer are mainly name, surname, and potentially the company name, address, date of birth or ID number, email address, contact telephone number, potentially delivery address.

**2.4** The price of all the goods offered on e-shop is stated, including VAT and all other fees connected to the sale (excluding the delivery cost that is stated separately or subject to calculation depending on the delivery address, weight, and dimension of the cargo). Goods are delivered to the buyer for the price valid at the time of ordering. In the case of goods that are made to order or are not in stock, the seller will confirm to the buyer the delivery date by email or telephone. The seller is allowed to alter the price for such products depending on the current market situation and the exchange rate for Czech to foreign currency. If the buyer does not agree to such alteration, they can not confirm the order, and it will be canceled. The seller reserves the right to change the price of the goods on e-shop at any time based on its business policy and purchases at any time and without prior notice.

**2.5** The requirement for the validity of an order is filling out all necessary details in the order form, including the acceptance of these terms and conditions.

**2.6** The buyer understands that the seller is not obligated to make a purchase contract for all the goods on offer in the e-shop of the seller, meaning that the publishing of goods on the e-shop is not an offer for a contract as per §1732 of public law.

**2.7** All facts and details written by the buyer in the note in the order form are part of the purchase contract. In case the seller does not agree to these the purchase contract will not be made. In case of inability of the seller to fulfill any requirements of the buyer stated in the order, the seller will send a new proposed offer to the buyer which will be considered as a contract once the buyer confirms the new proposal.

**2.8** In some special circumstances, the seller may request a written or telephone confirmation of the order to make a purchase contract.

### **3. Rights and duties of both sides.**

**3.1** By making a purchase contract, the seller is obliged to hand over the ordered goods to the buyer, and the buyer is obliged to accept these goods and pay the afore agreed price for it.

**3.2** The buyer is obliged to accept the ordered goods delivered in accordance with the purchase contract and these terms and conditions.

### **Cargo state check**

The buyer is obliged to inspect the cargo upon delivery along with the delivery driver (number of units, packaging, damage of boxes) according to the delivery note and refuse acceptance of incomplete or damaged cargo.

The buyer is not obliged to accept incomplete or damaged cargo from the forwarder. The buyer is obliged to notify the seller immediately after finding out the damages by email to an address [shop@au-mex.com](mailto:shop@au-mex.com) while stating in the subject "goods damaged by forwarder". If the buyer writes up a damage protocol with the forwarder, it has to be sent to the seller by e-mail. **If the buyer confirms the acceptance of the delivery by a signature in the documents of the forwarder, he is withdrawing any further claims.**

**3.3** In case it is necessary due to buyers' reasons to deliver goods differently than as previously agreed, the seller has the right to request any additional costs from the buyer.

#### **4. Payment terms and transfer of ownership**

**4.1** The buyer is not obliged to provide a deposit to the seller except the cases specified in the order.

**4.2** The goods will be delivered to the buyer after the payment of the full amount along with the delivery costs payment is due before the loading of the goods. The buyer's obligation to pay the total amount is considered fulfilled by the amount being credited to the seller's account.

**4.3** The ownership transfers from the seller to the buyer after the full amount has been paid along with the transport cost.

**4.4** The buyer agrees with having the invoice sent in an electronic form by email instead of written form.

#### **5. Contract cancellation**

**5.1** In accordance with §1829 of public law, the buyer has the right to cancel the purchase contract if he is a consumer, according to §419, within 14 days of accepting the goods. The buyer is obliged to send such cancellation in writing to the sellers' email within these 14 days.

**5.2** The buyer takes into account that according to §1837 letter d) and e) of public law, the consumer can not cancel a contract where the delivered goods have been modified to the buyer's wishes as well as cases where the delivered goods have been irreversibly mixed with other goods after delivery.

**5.3** By cancellation of the purchase contract, the contracted is canceled in its entirety. The buyer is obliged to return to the seller all of the goods undamaged within 14 days of the contract cancellation to the contact address of the seller. The buyer takes into account that they are liable to cover the transport costs to deliver the goods back to the seller.

##### **Cancellation of the contract in case the buyer has obtained the goods differently than personally at the sellers' location (delivered by a forwarder).**

Buyer (if he is a consumer) has the right to cancel the contract within 14 days of accepting the goods. If the buyer decides to cancel the contract, it is necessary to fulfill the following terms:

- 1) Written notice about the cancellation of the contract (ideally by email to [shop@au-mex.com](mailto:shop@au-mex.com)). The text needs to contain:
  - Buyers contact details
  - Invoice number (the purchase document under which the goods were delivered)
  - Bank account number to which the payment should be returned (payments will be returned by bank transfer)
  - Date and buyers' signature

2) Deliver the goods to the seller's address along with a copy of the letter as mentioned above a copy of the invoice and a proof of payment

**3) Goods sent and delivered back to the sellers address:**

**AU-MEX s.r.o., Podebradska 574/40, 190 00 Prague 9 Vysocany**

- Must be undamaged, complete, unused, able to be sold on (including accessories, etc.)
- With a copy of purchase and payment proof

**In case of not complying with any of the mentioned requirements, the seller has the right to refuse accepting the returned goods.**

If all of the requirements are met, the seller will transfer the money to the buyer via a bank transfer after the seller receives the returned goods.

In case any of the requirements, as mentioned above, are not met, the seller can not consider the contract cancellation to be valid. Goods will be returned to the buyer, and the buyer will be liable to cover the transport costs.

**5.4** If the buyer properly cancels the contract, the seller will return the full amount that has been charged to the buyer no later than 14 days from the date of the cancellation of the contract. The seller will not cover any charges connected to the transport of the goods from the buyer back to the seller.

**5.5** If the buyer cancels the contract, the seller is not obligated to return the paid amount to the buyer until they receive the returned goods, or the buyer proves that the goods were properly sent to the seller.

**5.6** Costs connected to the sending of the goods back to the seller are to be completely covered by the buyer.

**5.7** The buyer is responsible for any decrease in the value of the goods due to the handling of the goods in a way that would disregard its nature and properties. Any such decrease can be deducted by the seller from the amount to be returned to the buyer.

**5.8** The buyer is not allowed to cancel any contracts mentioned in §1837 of law 89/2012.  
**e.g.**

1) If the delivery is of goods that have been modified for the buyer or goods that have been specially ordered for the buyer that was not in stock at the moment of placing the order.

2) Goods that have been partially used and can not be returned to the original state.

**5.9** The seller has the right to cancel the contract before the buyer receiving the goods if circumstances prevent the delivery of the goods to the buyer.

## **6. Damaged goods and quality warranty**

**6.1** The rights and duties of both parties regarding damaged goods are amended by the law number 89/2012 of public law (mainly in §1914 to §1925, §2099 - §2117 and §2158-§2174).

**6.2** While exercising the rights with regards to damaged goods, it has to be done in accordance with the seller's claims process.

- 6.3** If the delivered goods are in a significant breach of contract, the buyer has the right to receive a replacement for the damaged goods, the missing goods, removal of the flaw/damage or appropriate deduction from the purchase price, or to cancel the contract.
- 6.4** If the delivered goods are not in a significant breach of contract, the buyer has the right to have the flaw/damage removed or receive an appropriate reduction from the purchase price.
- 6.5** With the quality warranty the sellers state that the goods will be usable for some time in the manner it is supposed to be or that it will retain its characteristics.
- 6.6** The warranty time runs from the delivery of the goods to the buyer. If according to the contract the goods were sent, the warranty time runs from the delivery of the goods to the appropriate location.

## **7. Processing of personal data related to e-shop sales**

- 7.1** The seller is entitled in conjunction with sales of goods on e-shop to process your personal data and that is in accordance with the appropriate law and in this extent: name, surname, date of birth, address, email address, telephone.
- 7.2** These personal data are gathered by the seller and processed to make purchase contracts and fulfillment of rights and duties related to them for 10 years as is necessary for fulfilling their purpose.
- 7.3** Personal data can be processed by the seller in both electronic and paper versions with appropriate safety protection in accordance with the current laws.
- 7.4** If the seller receives an agreement, the seller can process the personal data to send business notices by the seller with offers, catalogues and special sales. This given agreement can be canceled at any time at this e-mail address: [osobniudaje@au-mex.cz](mailto:osobniudaje@au-mex.cz)
- 7.5** The buyer has all the rights coming from the appropriate laws for personal data protection, mainly the right to request access to their personal data, correction, limit processing or erasure of their personal data, the right for transfer of the right to process their personal data, the right to object to the processing of personal data by the means of contact information mentioned in the beginning of the terms and conditions. The buyer also has the right to raise a complaint with the appropriate authorities.
- 7.6** The buyer gives his consent to the beginning, as mentioned above, with the date of placing an order.
- 7.7** The buyer confirms that the personal data provided by him are accurate and have been given with consent.

## **8. Final agreement**

- 8.1** Any interactions not covered by these terms and conditions are to be guided by the appropriate parts of public law as well as other related laws.
- 8.2** In case any part of these terms and conditions is found to be illegal or invalid, it in no way affects the validity or effectiveness of other parts of these terms and conditions.
- 8.3** All agreements between the buyer and seller contained in the purchase contract, supersede any parts in these terms and conditions that would be in contradiction.
- 8.4** Amending or extending the purchase contract can be done only in written form.
- 8.5** Unless otherwise agreed, it is necessary to deliver all correspondence regarding the purchase contract in a written form, either by email, personally, or by special delivery. As the delivery address will be used, the one stated in the user account or in the order unless otherwise stated in the correspondence between both sides.

- 8.6** These T&Cs placed on the e-shop website are valid since 1/11/2019 and are replacing any possible earlier versions of T&Cs
- 8.7** By sending an order from the e-shop, the buyer accepts and agrees to all points of these terms and conditions and personal data processing.
- 8.8** If the need arises for the buyer to have terms and conditions, orders, purchase contracts, or any other documents translated into another language, the Czech version is considered to be authoritative.
- 8.9** the buyer takes into account that while using the seller's website, the user's devices will have information saved into them based on ES directory about "cookies" number 2002/58/ES (and number 95/46/ES)
- 8.10** All rights and duties created by this contract, as well as all disputes regarding the creation, duration, fulfillment and completion of this contract are guided by the law of the Czech Republic. All potential disputes from these lawful connections will be settled by both sides, mainly by out-of-court settlement.
- 8.11** If a settlement can not be reached in a potential dispute, the resolution will be handled by an appropriate court of the Czech Republic, the official language being Czech.
- 8.12** If the dispute is a consumer dispute according to §20d and following law n. 634/1992 about consumer protection, the buyer is entitled to submit a proposal for out-of-court settlement with the Czech business inspection authority in a written form, personally to a protocol or via a form placed at <https://adr.coi.cz/cs>

Terms and conditions were worked out by AU-MEX s.r.o., Pobebradska 574/40, Prague 9 Vysočany, based on the currently valid legislation of the Czech Republic.