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## TERMS AND CONDITIONS



**Company:** Helvetic s.r.o.

**Registered office:** Dukelských hrdinů 3, 170 00 Prague 7 – Holešovice

Company ID: 24310476

Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 194761.

**Registered office and business premises:** Dukelských hrdinů 3, Prague 7, 170 00 for the sale of goods through the online store located at [www.Helvetic.eu](http://www.Helvetic.eu).

## IN BRIEF AND READABLY

- Our company is called **Helvetic s.r.o.** (Company ID: 24310476) and operates an online store at [www.Helvetic.cz](http://www.Helvetic.cz), which sells watches.
- **You can place an order** through the ordering process by completing the form on the e-shop, by email, by phone, or by personal arrangement. Please provide correct and truthful information.
- After ordering, **we will inform you by email or phone** about the acceptance of your order and the delivery date of the watches. By ordering and subsequent confirmation by the e-shop, a contractual relationship – a purchase agreement – is concluded. **It is possible to cancel or modify the order afterwards.**
- We will send you an **invoice** (tax document – we are VAT payers) together with the goods or electronically by email.
- **You can pay:** cash on delivery, in cash, by card, or by bank transfer.
- **Delivery of goods:** personal collection, Česká pošta, PPL, DPD, or collection at a [zasilkovna.cz](http://zasilkovna.cz) branch. If the package is in any way damaged, you are not obliged to accept it.
- By law, you have the right to **return goods purchased online within 14 days** without giving a reason (**we extend this period to 3 months**). If the goods are intact and in good condition, we will promptly send the money to your account. When purchasing a product at our store, we will, beyond the legal requirement, exchange it for another or issue a voucher in the value of the order. **In the case of complaints**, please contact us or directly the authorized service of the respective brand.
- We will not provide your personal data to third parties and will use them only for communication with you.

The complete wording of the terms and conditions follows.

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## INTRODUCTORY PROVISIONS



1.1. These General Terms and Conditions (hereinafter the "GTC") of the above-mentioned seller (hereinafter the "Seller") regulate, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (hereinafter the "Purchase Agreement") concluded between the Seller and another person (hereinafter the "Buyer"), including through the Seller's online store. The online store is operated by the Seller at the URL address of the e-shop specified in the heading, via the interface of the website (hereinafter the "web interface of the store").

1.2. Provisions deviating from the GTC may be agreed upon in the Purchase Agreement. Deviating provisions in the Purchase Agreement take precedence over the provisions of the GTC.

1.3. The Purchase Agreement and the GTC are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

1.4. The Seller may amend or supplement the wording of the GTC. The rights and obligations arising during the validity of the previous wording of the GTC remain unaffected.

1.5. The provisions of the GTC are an integral part of the Purchase Agreement. By submitting an order, the Buyer confirms that prior to concluding the Purchase Agreement they have familiarized themselves with these GTC, as well as with the Seller's Complaints Procedure and the Personal Data Processing Policy, which form part thereof, and that they unconditionally agree with them, in the wording valid and effective at the moment of submitting the order.

1.6. These GTC are also in compliance with Act No. 634/1992 Coll. on Consumer Protection, as amended, and with Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation (hereinafter the "GDPR").

1.7. An entrepreneur is a person who independently carries out a gainful activity on their own account and responsibility in a trade or similar manner with the intention of doing so continuously for the purpose of making a profit. For the purposes of consumer protection and for the purposes of Section 1963 of the Civil Code, an entrepreneur is also considered to be any person who concludes contracts related to their own business, manufacturing, or similar activity, or within the independent exercise of their profession, or a person acting on behalf of or on account of an entrepreneur.

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1.8. If the Buyer provides their company name or Company ID in the order, it is deemed that the goods are purchased within the scope of their business activity or the independent exercise of their profession.

1.9. A consumer is any natural person who, outside the scope of their business activity or the independent exercise of their profession, concludes a contract with an entrepreneur or otherwise deals with an entrepreneur.

1.10. A consumer contract is a purchase agreement or other contracts where the contracting parties are, on one side, the consumer and, on the other side, the entrepreneur.

1.11. These GTC also apply to any other form of distance sale of goods between the above-mentioned Seller and the Buyer.



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## CUSTOMER ACCOUNT



2.1. Upon registration on the website, the Buyer gains access to their customer account.

From this account, the Buyer may place orders for goods (hereinafter the "Customer Account"). The Buyer may also place orders for goods without registration directly via the website interface.

2.2. When registering on the website or placing orders, the Buyer must provide accurate and truthful information. The Buyer is obliged to update any data in the Customer Account in connection with orders or complaints. Data provided by the Buyer in the Customer Account and when placing orders are deemed correct by the Seller.

2.3. Access to the Customer Account is secured by a username and password. The Buyer must keep all access credentials confidential.

2.4. The Buyer is not permitted to allow third parties to use the Customer Account.

2.5. The Seller may terminate the Customer Account, particularly if the Buyer has not used it for more than five years, or if the Buyer breaches their obligations under the Purchase Agreement (including the GTC).

2.6. The Buyer acknowledges that the Customer Account may not be available continuously, particularly due to necessary maintenance of the Seller's hardware and software, or third-party systems.

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3.1. All presentations of goods displayed on the website are for informational purposes only, and the Seller is not obliged to conclude a Purchase Agreement regarding such goods. Section 1732(2) of the Civil Code does not apply.

3.2. The website provides information about goods, including the prices of individual items and the costs of returning goods that, by their nature, cannot be returned by ordinary postal or courier services. Prices include value-added tax and all associated fees. Displayed prices remain valid as long as they are shown on the website. Prices are not adjusted individually for the Buyer based on automated decision-making. This provision does not limit the Seller's ability to conclude a Purchase Agreement under individually agreed terms.

3.3. The website also contains information on packaging and delivery costs. Information regarding packaging and delivery costs applies only to deliveries within the territory of the Czech Republic. If the Seller offers free shipping, the Buyer is entitled to it only if the total purchase price of the delivered goods reaches the minimum amount specified on the website. In case of partial withdrawal from the Purchase Agreement by the Buyer, if the total price of the remaining goods does not meet the minimum required for free shipping, the Buyer's entitlement to free shipping lapses, and the Buyer must pay the shipping costs.

3.4. To place an order, the Buyer completes the order form on the website, which contains at least the following information:

- a) the goods being ordered (added to the electronic shopping cart by the Buyer),
- b) the method of payment and any related costs,
- c) delivery method and related delivery costs (hereinafter collectively the "Order").

3.5. The Buyer agrees to the use of remote communication means for concluding the Purchase Agreement. Costs incurred by the Buyer in connection with using remote communication (internet access, telephone costs) are borne by the Buyer and do not exceed standard rates.

3.6. The subject of the Purchase Agreement is the goods specified in the Seller's binding order confirmation, which concludes the Purchase Agreement (hereinafter also the "Goods").

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3.7. Information about the Goods available on the website is provided according to currently available data. The decisive information is the data, including the purchase price, at the moment when the Buyer submits the Order. Displayed accessories or supplementary items are not included unless expressly stated otherwise in the product description.

3.8. The Seller is entitled, depending on the nature of the order (quantity, purchase price, estimated shipping costs), to request additional confirmation from the Buyer (e.g., in writing or by telephone).

3.9. The contractual relationship between the Seller and the Buyer arises upon acceptance of the Order by the Seller.

3.10. Any modifications or additions to an already placed Order by the Buyer must be made via the email or phone listed in the heading; such changes are effective against the Seller only upon the Seller's confirmation.

3.11. The Buyer may place Orders via the website, email, or by telephone.

3.12. The Buyer expressly acknowledges that the colors of goods displayed online are for informational purposes only.

3.13. Displayed product shades may vary depending on individual monitor settings.

3.14. After dispatch of the Order, the Buyer may no longer request changes to the billing information provided.

3.15. The Seller reserves the right to make minor technical changes to the Goods.

3.16. If the Buyer delays in providing necessary cooperation, the agreed or specified performance date is extended by the period of such delay.

3.17. If the Buyer purchases the Goods in connection with their business activity or independent professional practice, all provisions of this Article apply.

3.18. The Buyer acknowledges that the Seller may unilaterally withdraw from the Purchase Agreement at any time prior to delivery of the Goods without giving a reason.

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4.1. The Goods will be delivered to the Buyer only after full payment of the purchase price and shipping and payment costs (hereinafter "Shipping Costs") in accordance with these Terms and Conditions.

The Buyer may pay the purchase price and Shipping Costs:

- a) Cash on delivery upon receipt of the Goods from the carrier, either in cash or by card
- b) Cashless by bank transfer to the account specified in the header of these Terms and Conditions
- c) Cashless by card or in cash upon personal pickup at the Seller's premises at Dukelských hrdinů 3, 170 00 Prague 7

4.2. The Buyer is obliged to pay the Seller, together with the purchase price, also the costs associated with packaging and delivery of the Goods in the agreed amount.

4.3. In the case of payment by bank transfer, the Buyer must pay the purchase price of the Goods and indicate the payment variable symbol.

4.4. The Seller is a value-added tax (VAT) payer.

4.5. Ownership of the Goods passes to the Buyer upon full payment of the purchase price. The Seller is entitled to request an advance payment, up to the full purchase price. The Buyer is entitled to take possession of the Goods only after full payment. Upon taking delivery, the Seller may require the Buyer to provide proof of purchase of the Goods.

4.6. Any discounts granted by the Seller to the Buyer may not be combined.

4.7. If the Buyer is in default with payment of the purchase price for more than 10 days, the Seller is entitled to withdraw from the Purchase Agreement. Withdrawal must be made in writing and becomes effective upon delivery to the Buyer. In such a case, both parties are obliged to return everything received under this Agreement. Returning Goods instead of payment is only possible at the Seller's request or by mutual agreement and is at the Buyer's own cost and risk.



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5.1. The place of delivery of the Goods is the delivery address specified by the Buyer in the Order, unless otherwise agreed between the Seller and the Buyer.

5.2. If no delivery time has been agreed, the Seller shall deliver the Goods to the Buyer without undue delay after conclusion of the Agreement, but no later than thirty (30) days.

5.3. Partial deliveries are permitted unless explicitly agreed otherwise.

5.4. The Buyer is obliged to ensure access to the agreed delivery location at the agreed time. If the Buyer prevents delivery of the Goods, any further delivery attempt may be charged up to CZK 1,000 or require the Buyer to cover storage costs. The Buyer must pay this amount to the Seller prior to another delivery attempt or collect the Goods personally at the Seller's premises at their own cost.

5.5. If the method of delivery is agreed upon based on a special request of the Buyer, the Buyer bears all risks and any additional costs associated with such method.

5.6. The Buyer is obliged to properly inspect the Goods upon receipt from the carrier. If the Buyer discovers damage to the shipment that appears to have occurred during transport, the following procedure is recommended: the Buyer shall record defects or incorrect number of packages as a reservation on the carrier's delivery note and immediately notify the Seller by email, no later than three (3) business days from delivery. The Buyer should avoid handling the shipment unnecessarily and ensure preservation of the packaging. The Buyer shall also provide photographic documentation of the damaged Goods, packaging, and carrier's report.

5.7. The personal pickup service is free of charge. The Buyer may collect the ordered Goods at the Seller's premises.

5.8. Upon personal pickup, the Seller is entitled to verify the identity of the Buyer.

5.9. If personal pickup is chosen, the Buyer shall collect the Goods within five (5) business days from notification that the Goods are ready for pickup at the Seller's premises. If the Buyer delays collection, the Seller is entitled to withdraw from the relevant Purchase Agreement.

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5.10. If the Buyer purchases the Goods in connection with their business activity or independent professional practice, the additional provisions of this Article apply.

5.11. Delivery times shall be extended in case the Seller is prevented from performance temporarily or permanently by force majeure, i.e., extraordinary, unforeseeable, and unavoidable obstacles arising independently of the Seller's will, including consequences of a pandemic (e.g., COVID-19), war, or similar conflicts. This also applies if these circumstances occur at the Seller's suppliers or subcontractors, or in case of the Seller's own operational shutdown. These provisions also cover any circumstances preventing the Seller from fulfilling their obligations under the above conditions.

5.12. Any agreement between the parties to deliver the Goods at a later date than agreed in the Agreement does not affect the originally agreed payment term.

5.13. Unless otherwise agreed, the delivery period for the Goods shall be six (6) months from the date of conclusion of the Agreement.

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6.1. The Buyer acknowledges that pursuant to Section 1837 of the Civil Code, it is not possible, *inter alia*, to withdraw from a purchase contract for the supply of:

- a) goods that have been modified according to the consumer's wishes or made to the consumer's specifications (i.e. any custom modification of goods based on the consumer's request means that withdrawal from the purchase of such goods is not possible),
- b) goods in sealed packaging which the consumer has removed from the packaging and which, for hygienic reasons, cannot be returned.

6.2. Unless it is a case referred to in Article 6.1 or another case where withdrawal from the purchase contract is not possible, the Buyer has the right, in accordance with Section 1829(1) of the Civil Code, to withdraw from the purchase contract within fourteen (14) days of taking delivery of the goods.

6.3. Beyond the statutory time limit stated in the preceding paragraph, the Seller provides the Buyer with a benefit in the form of the option to request a return or exchange of the goods within an extended, non-standard period of ninety (90) days from receipt of the goods. In the period from the 15th to the 90th day, this is no longer a statutory withdrawal from the contract, but a voluntary performance by the Seller, governed exclusively by the rules set out in Articles 6.4 and 6.5.

6.4. Within the extended non-standard period (15th to 90th day), a return or exchange may be requested only for goods that are unworn, undamaged, and without any signs of use. Goods showing signs of wear or use are not normally accepted back by the Seller within this period. The Seller reserves the right to unilaterally assess the condition of the goods and to make the exclusive decision as to whether the goods are eligible for return under this benefit.

6.5. The method of settlement within the extended non-standard period (15th to 90th day) shall be determined exclusively by the Seller. Based on the condition of the goods, the Seller may offer the Buyer:

- a) an exchange for another model (with possible additional payment or refund of the price difference),
- b) the issuance of a gift voucher in the value of the goods, valid for 1 year,
- c) or, at the Seller's sole discretion, a refund of the purchase price (which may be reduced by the costs incurred in restoring the goods to their original condition).

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6.6. The Seller is not obliged to refund the received funds to the Buyer before the Buyer returns the goods or proves that the goods have been dispatched to the Seller. Any refund shall always be made only after the Seller has inspected the condition of the goods.

6.7. The Buyer is liable for any reduction in the value of the goods resulting from handling them in a manner other than that necessary to become acquainted with the nature, characteristics, and functionality of the goods. The Buyer acknowledges that the Seller is entitled to unilaterally offset any claim for compensation for damage to the goods (damaged, worn, or soiled goods) against the Buyer's claim for a refund of the purchase price.

6.8. In the event of a statutory withdrawal (within 14 days), the Seller shall also refund the Buyer the costs of delivery of the goods to the Buyer (in the amount of the cheapest delivery method). In the case of withdrawal from part of the goods, a proportional part of the delivery costs shall be refunded. The costs of returning the goods to the Seller shall always be borne by the Buyer.

6.9. If a gift is provided together with the goods, the gift agreement is concluded with a resolutory condition: if the Buyer withdraws from the purchase contract, the gift agreement becomes ineffective and the Buyer is obliged to return the provided gift as well.

6.10. The cash-on-delivery fee shall not be refunded in the event of withdrawal from the contract.

6.11. The right to withdraw from the contract pursuant to Section 1829(1) of the Civil Code (the statutory 14-day period) applies exclusively to contracts concluded at a distance. This right does not apply to purchase contracts concluded in person at a brick-and-mortar store.

6.12. For goods purchased in person at a store, the Seller voluntarily allows an exchange of the goods within a period of 90 days for other goods or for a voucher of the corresponding value, but not a refund of money. Such exchange is possible only for unworn and unused goods and is subject to the Seller's assessment in accordance with Article 6.4.

6.13. If the Buyer makes a purchase in connection with their business activity (purchase under a business identification number), the provisions of this Article regarding withdrawal from the contract and the extended non-standard period shall not apply.

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## RIGHTS ARISING FROM DEFECTIVE PERFORMANCE (Complaint Procedure)



7.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular Sections 1914 to 1925, 2099 to 2117, and 2161 to 2174b of the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection, as amended).

7.2. The seller is liable to the buyer that the item has no defects upon receipt. In particular, the seller guarantees that the item:

a) corresponds to the agreed description, type, quantity, as well as quality, functionality, compatibility, interoperability, and other agreed characteristics,

b) is suitable for the purpose for which the buyer requires it and which the seller has approved, and

c) is delivered with the agreed accessories and instructions for use, including assembly or installation instructions.

7.3. The seller further guarantees that, besides the agreed characteristics:

a) the item is suitable for the purpose for which goods of this kind are usually used, considering third-party rights, legal regulations, technical standards, or codes of conduct in the relevant sector, unless there are no technical standards,

b) the item, in terms of quantity, quality, and other properties, including durability, functionality, compatibility, and safety, corresponds to the usual properties of goods of the same kind that the buyer can reasonably expect, including public statements made by the seller or another person in the same contractual chain, especially advertising or labeling,

c) the item is delivered with accessories, including packaging, assembly instructions, and other usage instructions that the buyer can reasonably expect, and

d) the item corresponds in quality or workmanship to the sample or prototype provided by the seller before concluding the contract.

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The preceding paragraph does not apply if the seller explicitly informed the buyer before concluding the contract that a particular characteristic of the item differs, and the buyer explicitly agreed to it.

7.4. The seller is not bound by a public statement referred to in 7.3(b) if he proves that he was not aware of it, that it was modified in a comparable manner at the time of concluding the contract, or that it could not have influenced the purchasing decision.

7.5. The seller is also liable for defects caused by improper assembly or installation carried out by the seller or under the seller's responsibility, including cases where assembly or installation was performed by the buyer but the defect resulted from a deficiency in the instructions provided by the seller.

7.6. A complaint is not justified in particular if:

- a) the defect existed at the time of receipt and a price reduction for such defect was agreed,
- b) the defect was caused by the buyer due to incorrect use, storage, maintenance, excessive stress, interference, or mechanical damage,
- c) the goods were used in conditions with unusual temperature, dust, humidity, chemical, or mechanical influences,
- d) the defect arose due to external events beyond the seller's control (natural disasters, force majeure, state electricity network),
- e) the utility or aesthetic value of the goods was prematurely exhausted due to negligent use,
- f) natural characteristics of natural materials (e.g., ordinary color or structural differences in leather, textile) are not considered defects,
- g) the defect does not appear even after thorough expert inspection,
- h) the defect arose from unqualified intervention, use of non-original parts, changes in parameters, or modifications of the goods by the buyer or a third party.

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Wear and tear caused by normal use or, in the case of used goods, wear corresponding to previous use, is not considered a defect.

7.7. The warranty for quality arises from a statement by the warranty provider promising to satisfy the buyer beyond statutory rights from defective performance, e.g., by refunding the purchase price, replacing or repairing the item, or providing a related service. The warranty for quality also arises from statements in advertising available at the time of contract conclusion. If the content of a warranty in another statement is less favorable than that in advertising, the advertising content prevails, unless it was subsequently modified in a comparable manner.

7.8. Beyond statutory obligations, the seller provides the buyer with a quality warranty of up to five years for purchased watches, one year for used goods, unless the warranty certificate or product card specifies a longer period. The warranty is governed by the provisions of these Terms and Conditions unless the warranty certificate, contract, or product card states otherwise. The complaint handling period for the last three years of a five-year warranty is considered reasonable and may exceed 30 days.

7.9. If warranty statements specify different warranty periods, the longest period applies.

7.10. The warranty period starts upon delivery of the item to the buyer; if the item is shipped, it starts upon arrival at the destination. If someone other than the warranty provider is to commission the item, the warranty period starts from the commissioning date, provided the buyer ordered commissioning within three weeks of receipt and provided timely necessary cooperation.

7.11. A defect covered by the warranty must be reported to the warranty provider within the warranty period.

7.12. If a defect appears within one year of receipt, it is assumed that the item was defective upon receipt, unless the nature of the item or defect excludes this. This period does not run while the buyer cannot use the item if the defect is rightfully claimed.

7.13. The buyer may claim a defect that appears within two years of receipt. For used goods, this period is shortened to one year.

7.14. If the buyer rightfully claims a defect, the above period does not run while the buyer cannot use the item.

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7.15. Rights from defective performance do not apply if the buyer caused the defect.

7.16. The buyer shall indicate which right he chooses when reporting the defect, or immediately thereafter. The choice cannot be changed without the seller's consent, except when the requested remedy is impossible.

7.17. If the item is defective, the buyer may demand its removal, either by delivery of a new defect-free item or repair, unless the chosen method is impossible or disproportionately costly compared to the alternative.

7.18. The buyer may request a reasonable discount or withdraw from the contract if:

- a) the seller refused or failed to remove the defect in accordance with Sections 2170(1) and (2) of the Civil Code,
- b) the defect reoccurs,
- c) the defect constitutes a material breach, or
- d) it is apparent from the seller's statement or circumstances that the defect will not be removed within a reasonable time or without significant inconvenience.

7.19. The reasonable discount is calculated as the difference between the value of the defect-free item and the defective item received.

7.20. The buyer may not withdraw if the defect is insignificant.

7.21. If the buyer withdraws, the seller shall return the purchase price without undue delay after receiving the item or proof of dispatch.

7.22. Until the seller fulfills obligations from defective performance, the buyer is not obliged to pay the remaining purchase price.

7.23. Except where another person is designated to perform a repair, the seller shall accept complaints at any location where acceptance is possible, considering the assortment. The seller must issue a written confirmation including date, content of the complaint, requested remedy, and contact details.

7.24. Sections 1923, 2106, and 2107 of the Civil Code regarding rights from defective performance do not apply to buyers acting in connection with their business or profession.

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7.25. In case of replacement, the previous warranty period continues; no new period starts.

7.26. The seller shall remove the defect within a reasonable time, minimizing inconvenience to the buyer.

7.27. The seller shall take over the goods at its own expense for the purpose of defect rectification. If dismantling of the goods is required, and the assembly was carried out in accordance with the nature and purpose of the goods prior to the manifestation of the defect, the seller shall perform the dismantling of the defective goods and the installation of the repaired or new goods, or reimburse the costs associated therewith.

7.28. The complaint, including the defect rectification, must be resolved and the buyer informed thereof no later than thirty (30) days from the date the complaint is submitted, unless the seller and the buyer agree on a longer period. Upon the expiration of this period without resolution, the buyer may withdraw from the purchase contract or request a reasonable discount. The running of these periods is conditional upon the buyer providing the seller with the necessary cooperation to resolve the complaint, in particular, allowing the seller to examine the goods under complaint.

7.29. If the buyer does not collect the goods within a reasonable period after being notified by the seller that the goods are ready for collection following repair, the seller is entitled to a storage fee of 0.1 percent of the value of the goods per day. Subsequently, the seller may sell the uncollected goods by itself. The seller must inform the buyer of this procedure in advance and provide a reasonable additional period for the collection of the goods.

7.30. If the buyer lodges a complaint regarding damaged goods from a set (i.e., multiple items in one package), it is generally sufficient to send the seller photographs or video of the goods believed to be defective, or only of the damaged part, not the entire set. This also applies if the product consists of multiple components and the buyer complains about only one part. The seller recommends sending the goods in the original packaging or otherwise suitably packed. Shipments of goods under complaint cannot be sent to the seller cash on delivery.

7.31. The seller is obliged to confirm to the buyer in writing the manner of handling the complaint and the time required for its resolution.

7.32. The condition of the goods subject to inspection by the Buyer must meet basic hygiene standards sufficient to allow for an examination of their condition and the identification of defects. The Seller recommends that goods

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sent for a complaint be properly cleaned. If the condition of the goods delivered to the Seller for assessment of the asserted defects does not meet the basic hygiene requirements necessary for such inspection, the goods will be returned to the Buyer.

7.33. The Buyer is not entitled to change the method of handling a complaint once chosen without the Seller's consent, except in cases where the chosen method cannot be implemented.

7.34. The Seller is not obliged to provide the Buyer with replacement goods during the complaint handling process.

7.35. The Seller shall refund the Buyer the amounts received from the Buyer using the same method by which the payment was made, unless otherwise agreed with the Buyer.

7.36. The Buyer may submit a complaint to the Seller, in particular, via the Seller's website, by letter, email, data mailbox, or in person at any of the Seller's stores in the Czech Republic.

7.37. A party entitled to exercise rights arising from defective performance is also entitled to reimbursement of reasonable costs incurred in asserting such rights. However, if the Buyer fails to claim such reimbursement within one month after the expiration of the period in which the defect should have been reported, the court will not grant the right if the Seller contests that the claim was not made in time.

7.38. The Seller recommends that all goods sent to the Seller for the assessment of the asserted defects be securely and properly packaged to prevent damage during transport. The Seller is not responsible for defects caused during transportation from the Buyer to the Seller.

7.39. The Buyer is entitled to reimbursement of reasonable costs associated with asserting defects if the complaint is recognized as justified.

7.40. If the Buyer purchases goods in connection with their business activity or in the course of exercising an independent profession, the provisions of this section shall not apply, and the provisions set forth below in this section shall govern.

7.41. The period for handling complaints is two (2) months, and the warranty for purchased goods is twenty-four (24) months.

7.42. The method of handling a complaint shall be determined exclusively by the Seller.

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7.43. The Buyer is obliged to report obvious defects upon receipt of the goods. Otherwise, it shall be deemed that the Buyer has accepted the defects, and any subsequent complaint shall not be considered. In the case of delivery by a carrier, the Buyer is further obliged to inspect the shipment and, in case of obvious damage to the packaging, to record the condition with the carrier and refuse to accept the shipment. If, despite this, the Buyer accepts the goods with damaged packaging, it shall be deemed that the Buyer has accepted all defects, and any subsequent complaints will not be considered.

7.44. The Buyer must submit any other defects in the delivered goods within five (5) days from the date on which a reasonably prudent person would have discovered them, within the warranty period set forth above.

7.45. If damage to the goods is discovered upon delivery, the Buyer is obliged to preserve the outer packaging, not remove any labels or markings, and retain the inner packaging and padding (until the complaint process is completed). The Buyer must document everything, with documentation understood as taking photographs of the outer packaging.

7.46. The Buyer is not entitled to reimbursement of costs incurred in asserting defects if the complaint is recognized as justified. If the claim is unjustified, the Buyer shall reimburse the Seller for any costs incurred in connection with such complaint.

7.47. The Buyer expressly acknowledges that the Seller excludes liability for any damage (except for damage to a person's natural rights or damage caused intentionally or by gross negligence) that may occur to the Buyer in connection with the concluded purchase agreement with the Seller.

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8.1. In the event that the seller rejects a complaint as unfounded, the buyer, or both parties by agreement with the seller, may refer the matter to a court-appointed expert in the relevant field and request an independent professional assessment of the defect.

8.2. If no agreement is reached between the buyer and the seller, the buyer may turn to existing out-of-court consumer dispute resolution systems, or to the competent court. In such a case, the consumer-buyer may contact an out-of-court dispute resolution entity, such as the Czech Trade Inspection Authority. More information on out-of-court dispute resolution is available on the Czech Trade Inspection website: <https://www.coi.cz/informace-o-adr/>

8.3. Out-of-court handling of consumer complaints is provided by the seller via the electronic address listed in the header. Information on the resolution of the buyer's complaint will be sent by the seller to the buyer's electronic address.

8.4. The seller is not bound towards the buyer by any codes of conduct within the meaning of § 1826(1)(e) of the Civil Code.

8.5. The Czech Trade Inspection Authority, Central Inspectorate – ADR Department, Gorazdova 1969/24, 120 00 Prague 2, Email: [adr@coi.cz](mailto:adr@coi.cz), Web: <https://adr.coi.cz/cs>, is competent for out-of-court resolution of consumer disputes arising from the purchase contract.

8.6. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitec.cz>, is the contact point under Regulation (EU) No. 524/2013 of the European Parliament and Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (online dispute resolution regulation).

8.7. The buyer may address complaints to a supervisory or state authority. The seller is authorized to sell goods based on a trade license. Trade supervision is conducted by the competent trade office. The Office for Personal Data Protection supervises compliance with personal data protection regulations. The Czech Trade Inspection Authority supervises, within its competence, compliance with the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended.

8.8. The buyer hereby assumes the risk of changes in circumstances within the meaning of § 1765(2) of the Civil Code.

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## CONTRACTUAL EXTENDED WARRANTY (BEYOND STATUTORY LIABILITY FOR DEFECTS)



9.1. Beyond the statutory liability for defects, the seller provides, on selected goods, a contractual extended warranty for quality (hereinafter referred to as "extended warranty") for a total duration of 5 years from the delivery of the goods.

9.2. The extended warranty is a voluntary contractual commitment of the seller and is governed exclusively by these terms and conditions. It covers manufacturing defects of the device that prevent normal use of the product.

9.3. The seller undertakes to resolve complaints submitted under the extended warranty (i.e., from the 25th month after the receipt of the goods) within a reasonable period, but no later than 60 calendar days from the date of proper submission of the complaint.

9.4. The method of handling a complaint under the extended warranty is primarily the repair of the goods. In case the defect is irreparable, the seller reserves the right to provide the buyer with another item of comparable specifications or a voucher in the amount of the purchase price of the watch.

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## DELIVERY / SERVICE OF NOTICES



10.1. Unless agreed otherwise, all correspondence related to the purchase contract must be delivered to the other contracting party in writing; either by email, personally, or by registered mail through a postal service provider (at the sender's choice). For the buyer, delivery is made to the email address provided by the buyer.

10.2. A message is deemed delivered:

a) in the case of email delivery, at the moment of its receipt if this receipt is electronically confirmed to the sender by the addressee;

b) in the case of personal delivery or delivery via a postal service provider, the message is deemed delivered no later than the third business day after dispatch, including cases where the addressee (or a person authorized to receive the shipment on their behalf) refuses to accept the delivery;

c) via SMS, at the moment the sender receives confirmation of receipt from the addressee's phone;

d) via a data box, at the moment an authorized person logs into the data box, but no later than the tenth day after delivery to the other contracting party's data box.

10.3. In addition to the above, the seller is expressly entitled to perform acts related to rights and obligations under the purchase contract through a voice telephone call with the buyer, provided the buyer explicitly consents to this in each case.

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## ASSIGNMENT AND SET-OFF OF CLAIMS



11.1. The Buyer is not entitled, without the prior written consent of the Seller, to assign or otherwise transfer any claim against the Seller arising under this Agreement to a third party.

11.2. The Buyer is not entitled to set off any of its claims against the Seller against any claims of the Seller against the Buyer.

11.3. If the Buyer purchases the goods not in connection with the subject of its business activity or within the scope of its independent professional practice, the provisions of this entire article shall not apply.

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## TERMINATION OF THE AGREEMENT



12.1. The Purchase Agreement may be terminated only by performance, by mutual agreement of the parties, or by withdrawal from the Agreement.

12.2. The contractual parties consider a material breach of this Agreement, which constitutes grounds for withdrawal from the Agreement, to include in particular the following breaches of the Buyer's obligations, if the Buyer acts when concluding the Purchase Agreement in connection with its business activity or within the scope of its independent professional practice:

- a) any delay of the Buyer in taking over the goods;
- b) any delay of the Buyer in paying the purchase price.

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## WITHDRAWAL FROM THE AGREEMENT BY THE SELLER



13.1. In addition to the rights mentioned above, the Seller shall have the right to withdraw from the Agreement in the following cases:

- a) the goods cannot be delivered under the original conditions, in particular the original price, for objective reasons (primarily because the goods are no longer manufactured, the supplier has ceased delivery to the Czech Republic, etc.);
- b) performance becomes objectively impossible or unlawful.

13.2. In the event that a manifest technical error occurred on the part of the Buyer when entering the price of the goods in the above-mentioned web interface or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer at such a manifestly erroneous price, even if an order confirmation was sent to the Buyer in accordance with these Terms and Conditions. In such a case, the Seller has the right to withdraw from the Agreement.

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## PRINCIPLES OF PERSONAL DATA PROCESSING



14.1. The Seller, as the Controller of Personal Data (hereinafter the "Controller"), ensures the protection of personal data of data subjects in accordance with applicable legislation, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter "GDPR").

14.2. These principles inform data subjects about which personal data are collected, for what purpose, how they are processed, and the rights of data subjects.

### A) Purposes, Scope and Legal Basis of Processing

14.3. The Controller processes personal data of data subjects for the proper performance of its obligations.

14.4. For the purpose of order processing, conclusion, and performance of the purchase agreement, the Controller processes identification and contact data of the customer, such as first name, last name, delivery and billing address, email, phone number, and, if applicable, company ID and VAT ID. The legal basis for this processing is Article 6(1)(b) GDPR – performance of a contract.

14.5. For the purpose of fulfilling legal obligations, particularly in the areas of accounting and taxation, the Controller processes identification and contact data and order information. The legal basis is Article 6(1)(c) GDPR – compliance with a legal obligation.

14.6. For the purpose of handling complaints and customer requests, the Controller processes identification and contact data and purchase history. This processing is based on contract performance (Art. 6(1)(b) GDPR) and on the Controller's legitimate interest in protecting its legal claims (Art. 6(1)(f) GDPR).

14.7. Based on its legitimate interest in improving services (Art. 6(1)(f) GDPR), the Controller may share the customer's email address and purchased product information with the operator of the [heureka.cz](#) portal for the purpose of sending a satisfaction survey within the "Verified by Customers" program. The data subject may refuse to receive such surveys at any time.

14.8. For the purpose of sending commercial communications (newsletters) regarding news and special offers, the Controller processes the data subject's email address. This processing is possible only on the basis of the data subject's voluntary and demonstrable consent (Art. 6(1)(a) GDPR), which can be withdrawn at any time.

14.9. Providing personal data for the purpose of contract performance and legal compliance is a contractual and

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statutory requirement. Without providing such data, the contract cannot be concluded and the order cannot be properly processed.

### B) Retention Period of Personal Data

14.10. The Controller retains personal data only for as long as necessary for the given purposes. For the purposes of contract performance and protection of legal claims, the data are kept for the duration of the contractual relationship and for the duration of statutory limitation periods (typically 3 years). Data processed for legal obligations (e.g., tax documents) are kept for the period specified by relevant laws (typically 10 years). Data processed on the basis of consent are kept until such consent is withdrawn by the data subject.

### C) Recipients of Personal Data

14.11. Verified partners of the Controller (so-called processors), who provide partial services on behalf of the Controller, may have access to personal data. This includes, in particular:

Delivery companies (for order delivery)

Payment gateway providers (for payment processing)

heureka.cz portal operators (for satisfaction surveys)

IT, server, and marketing service providers (for e-shop operation and related systems)

Accounting and tax advisors

14.12. The Controller has concluded data processing agreements with all these processors, which obligate them to protect personal data in accordance with GDPR. The Controller does not transfer personal data to third countries outside the EU unless an adequate level of protection is ensured.

### D) Recording of Phone Calls

14.13. With prior knowledge and consent of the data subject, the Controller may record telephone calls on its customer line to improve services and for the purpose of contract performance. The data subject is always clearly informed at the beginning of the call that it will be recorded. If the data subject does not agree to the recording, they may terminate the call and contact the Controller by other means (e.g., email). By continuing the call after this notice, the data subject consents to its recording.

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### E) Rights of Data Subjects

14.14. In connection with the processing of personal data, the data subject has the following rights:

- Right of access: The data subject may request confirmation whether their data are being processed and may obtain a copy of such data.
- Right to rectification: If the data are inaccurate, the data subject has the right to correct them.
- Right to erasure ("right to be forgotten"): The data subject may request deletion of their data if they are no longer necessary for the original purposes, consent has been withdrawn, or they have been processed unlawfully.
- Right to restriction of processing: The data subject may request restriction of data processing.
- Right to data portability: The data subject has the right to receive the data provided to the Controller in a structured, commonly used, and machine-readable format.
- Right to object: If data are processed based on legitimate interest, the data subject may object to such processing.
- Right to withdraw consent: If processing is based on consent, the data subject may withdraw it at any time.
- Right to lodge a complaint: The data subject has the right to lodge a complaint with the supervisory authority, which is the Office for Personal Data Protection (Pplk. Sochora 27, 170 00 Prague 7, [www.uoou.cz](http://www.uoou.cz)).

14.15. The data subject may exercise their rights via the Controller's contact email listed in the header of these Terms and Conditions.

14.16. The Controller has not appointed a Data Protection Officer, as its activities do not require one under GDPR. No automated decision-making occurs in the legal sense. The Controller may update these Principles from time to time. The current version will always be available on the Controller's website.

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## **SENDING COMMERCIAL COMMUNICATIONS AND COOKIE STORAGE**

15.1. The Buyer consents to receiving information related to the Seller's goods, services, or business at the Buyer's email address, via SMS to the Buyer's phone number, and further consents to receiving commercial communications from the Seller at the Buyer's email address.

15.2. The Buyer consents to the storage of so-called cookies on their computer. If a purchase on the website can be made and the Seller's obligations under the purchase agreement can be fulfilled without storing cookies on the Buyer's computer, the Buyer may withdraw the consent under the preceding sentence at any time.



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## COPYRIGHT PROTECTION



16.1. The content of the websites hosted on the web interface (in particular texts, photographs, images, logos, descriptions and depictions of products sold, selection guides, category and parameter divisions, advice and tips for customers), including the software of the web interface and these Terms and Conditions, is protected by copyright law and may also be protected by other rights of third parties (in particular manufacturers, distributors, suppliers, or holders of trademarks). Names and designations of products, services, companies, and firms may be registered trademarks of their respective owners. The User may not modify, copy, reproduce, distribute, make publicly available, or otherwise use any part of the web interface content for any purpose without the prior written consent of the Seller or the copyright holder. In particular, it is prohibited to make photographs and texts on the web interface available or use them, whether free of charge or for remuneration.

16.2. The Seller, as the copyright holder, has the right to demand cessation of any infringements of their copyrights and to require the removal of unauthorized copies of the protected content.

16.3. The Seller also has the right to claim reasonable satisfaction for any harm caused.

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## FINAL PROVISIONS



17.1. If a relationship governed by the purchase contract contains an international (foreign) element, the Parties agree that the relationship shall be governed by Czech law. The choice of law pursuant to the preceding sentence does not deprive the Buyer, if acting as a consumer, of the protection provided by provisions of the legal system from which it is not possible to contractually deviate, and which would otherwise apply in the absence of a choice of law under Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

17.2. These Terms and Conditions shall enter into force on the date of their publication and shall apply in their respective wording to all orders placed on or after that date. The Seller reserves the right to amend these Terms and Conditions. The new wording of the Terms and Conditions will be published on the Seller's website. On the date of their publication, the previous Terms and Conditions shall cease to apply; however, this does not affect purchase contracts concluded under the previous wording of the Terms and Conditions (see the first sentence of this paragraph).

17.3. Special arrangements with the Customer made in the purchase contract shall take precedence over the provisions of these Terms and Conditions that would conflict with them.

17.4. Pursuant to Act No. 185/2001 Coll., on Waste, as amended, the Seller allows free take-back of electrical appliances without the need to purchase a new electrical device within the framework of online sales at the place of delivery (in accordance with § 37k(4)(a) of the Waste Act).

17.5. If any provision of these Terms and Conditions is invalid or ineffective, or becomes so, the invalid provision shall be replaced by a provision whose meaning most closely approximates that of the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions.

17.6. The purchase contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

17.7. The appendix to the Terms and Conditions consists of a template form for withdrawal from the purchase contract.

17.8. The Seller's contact details are stated in the header of these Terms and Conditions.

