

# **TERMS AND CONDITIONS**

## **I. Basic Provisions**

1. These Terms and Conditions (hereinafter referred to as "Terms and Conditions") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

**LIIN Iněný koncept - Ing. Monika Turoňová**

**ID (IČ): 73 08 06 24, non-VAT payer**

**Registered Office: 739 95 Bystřice 1482**

**Entrepreneur registered in the Trade Register**

### **Contact Details:**

- Email: [liin@liin.cz](mailto:liin@liin.cz)
- Phone: +420 725 68 50 68
- Web: [www.liin.cz](http://www.liin.cz)

(hereinafter referred to as the "Seller")

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who concludes a purchase agreement outside their business activity as a consumer, or another person (natural or legal) who concludes a purchase agreement within the framework of their business activity, or a legal person that does not act within its commercial or other business activity when concluding and performing the agreement (hereinafter referred to as the "Buyer") through the web interface located on the website available at the internet address [www.liin.cz](http://www.liin.cz) (hereinafter referred to as the "Online Store").
3. The Terms and Conditions are an integral part of the purchase agreement. Deviating provisions in the purchase agreement shall take precedence over the provisions of these Terms and Conditions.
4. These Terms and Conditions and the purchase agreement are concluded in the Czech language.

## **II. Information on Goods and Prices**

1. Information about the goods, including the prices of individual goods and their main characteristics, is provided for the individual items in the catalog of the Online Store. The prices of the goods are listed including value added tax, all related fees, and costs for the return of goods if these goods, by their nature, cannot be returned by the usual postal route. The prices of the goods remain valid for as long as they are displayed in the Online Store. This provision does not limit the Seller's ability to conclude a purchase agreement under individually negotiated conditions.
2. All presentation of the goods placed in the catalog of the Online Store is of an informative nature, and the Seller is not obliged to conclude a purchase agreement regarding these goods.
3. Information on the costs associated with the packaging and delivery of goods is published in the Online Store. The information on costs associated with the packaging and delivery of goods listed in the Online Store applies only in cases where the goods are delivered within the territory of the Czech Republic.

4. Any discounts on the purchase price of the goods cannot be combined unless the Seller and the Buyer agree otherwise.

### **III. Order and Conclusion of the Purchase Agreement**

1. The costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the purchase agreement (costs of internet connection, costs of telephone calls) shall be borne by the Buyer themselves. These costs do not differ from the basic rate.
2. The Buyer performs the ordering of goods in the following ways:
  - through their customer account, if they have previously registered in the Online Store,
  - by filling out the order form without registration.
3. When placing an order, the Buyer selects the goods, the number of items, the method of payment, and the method of delivery.
4. Before submitting the order, the Buyer is allowed to check and change the data they have entered into the order. The Buyer sends the order to the Seller by clicking the "Submit Order" (or equivalent) button. The data provided in the order is considered correct by the Seller. The condition for the validity of the order is the completion of all mandatory data in the order form and confirmation by the Buyer that they have read and agree to these Terms and Conditions.
5. Immediately upon receipt of the order, the Seller shall send the Buyer a confirmation of receipt of the order to the email address provided by the Buyer when ordering. This confirmation is automatic and is not considered a conclusion of the contract. The purchase agreement is concluded only upon the acceptance of the order by the Seller. The notification of order acceptance is delivered to the Buyer's email address.
6. In the case of goods that are not in stock or "atypical" goods (e.g., custom dimensions), the Buyer is informed that the right to withdraw from the contract within 14 days does not apply, as these are goods modified according to the consumer's wishes.
7. In the event that any of the requirements specified in the order cannot be met by the Seller, the Seller shall send an amended offer to the Buyer's email address. The amended offer is considered a new draft of the purchase agreement, and the purchase agreement is concluded in such a case by the Buyer's confirmation of acceptance of this offer to the Seller's email address.
8. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer receives notification of the Seller's acceptance of the order. The Buyer may cancel an order by phone or by email.
9. In the event that there was an obvious technical error on the part of the Seller when stating the price of the goods in the Online Store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this obviously incorrect price, even if the Buyer was sent an automatic confirmation of receipt of the order according to these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and send an amended offer to the Buyer's email address. The amended offer is considered a new draft of the purchase agreement, and the purchase agreement is concluded in such a case by the confirmation of acceptance by the Buyer to the Seller's email address.

### **IV. Customer Account**

1. Based on the Buyer's registration in the Online Store, the Buyer can access their customer interface. From their customer interface, the Buyer can order goods. The Buyer can also order goods without registration.

2. When registering a customer account and when ordering goods, the Buyer is obliged to provide all data correctly and truthfully. The Buyer is obliged to update the data provided in the user account upon any change. The data provided by the Buyer in the customer account and when ordering goods are considered correct by the Seller.
3. Access to the customer account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access their customer account. The Seller is not responsible for any misuse of the customer account by third parties.
4. The Buyer is not entitled to allow the use of the customer account by third parties.
5. The Seller may delete the user account, especially if the Buyer has not used their user account for more than 1 year, or if the Buyer breaches their obligations under the purchase agreement and these Terms and Conditions.
6. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment, or necessary maintenance of third-party hardware and software equipment.

## **V. Payment Terms and Delivery of Goods**

1. The price of the goods and any costs associated with the delivery of the goods under the purchase agreement may be paid by the Buyer in the following ways:
  - by cashless transfer to the Seller's bank account,
  - by cashless payment card,
  - by cashless transfer via a payment gateway,
  - cash on delivery upon receipt of the goods from the carrier.
2. Along with the purchase price, the Buyer is obliged to pay the Seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.
3. In the case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods.
4. In the case of cashless payment, the purchase price is payable within 7 days of the conclusion of the purchase agreement.
5. In the case of payment through a payment gateway, the Buyer follows the instructions of the respective electronic payment provider.
6. In the case of cashless payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the Seller's bank account.
7. If the Buyer fails to pay the price for the goods within 7 days from the conclusion of the contract (in the case of bank transfer), the Seller is entitled to withdraw from the contract.
8. The Seller does not require any advance payment or similar payment from the Buyer in advance. Payment of the purchase price before the goods are sent is not an advance payment.
9. The goods are delivered to the Buyer:

- to the address specified by the Buyer in the order,
- through a distribution point of the shipment to the address of the distribution point specified by the Buyer,
- by personal collection at the Seller's premises.

10. The choice of delivery method is made during the ordering of the goods.

11. The costs of delivery of the goods, depending on the method of shipment and receipt of the goods, are specified in the Buyer's order and in the confirmation of the order by the Seller. If the delivery method is agreed upon based on a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this delivery method.

12. If the Seller is obliged under the purchase agreement to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take over the goods upon delivery. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, or the costs associated with another method of delivery.

13. Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event of a breach of the packaging indicating unauthorized entry into the shipment, the Buyer does not have to take over the shipment from the carrier.

14. The Seller shall issue a tax document (invoice) to the Buyer. The tax document is sent to the Buyer's email address or attached to the delivered goods.

15. The Buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods. Liability for accidental destruction, damage, or loss of the goods passes to the Buyer at the moment of receipt of the goods or at the moment when the Buyer was obliged to take over the goods but failed to do so in breach of the purchase agreement.

## **VI. Withdrawal from the Contract**

1. A Buyer who has concluded a purchase agreement outside their business activity as a consumer has the right to withdraw from the purchase agreement.

2. The withdrawal period is 14 days:

- from the date of receipt of the goods,
- from the date of receipt of the last delivery of goods, if the subject of the contract is several types of goods or the delivery of several parts,
- from the date of receipt of the first delivery of goods, if the subject of the contract is a regular repeated delivery of goods.

3. The Buyer cannot, among other things, withdraw from the purchase agreement:

- for the provision of services, if they were fulfilled with their prior express consent before the expiry of the withdrawal period and the Seller informed the Buyer before the conclusion of the contract that in such a case they do not have the right to withdraw from the contract,

- for the delivery of goods or services, the price of which depends on fluctuations in the financial market independently of the Seller's will and which may occur during the withdrawal period,
  - for the delivery of goods that have been modified according to the Buyer's wishes or for their person (e.g., "atypical" custom-made dimensions),
  - for the delivery of goods in sealed packaging which the Buyer has removed from the packaging and which cannot be returned for hygiene reasons.
4. To comply with the withdrawal period, the Buyer must send a statement of withdrawal within the withdrawal period.
  5. To withdraw from the purchase agreement, the Buyer may use the model withdrawal form provided by the Seller. The Buyer shall send the withdrawal from the purchase agreement to the Seller's email or delivery address specified in these Terms and Conditions. The Seller shall confirm receipt of the form to the Buyer without delay.
  6. The Buyer who has withdrawn from the contract is obliged to return the goods to the Seller within 14 days of withdrawal from the contract. The Buyer bears the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by the usual postal route due to their nature.
  7. If the Buyer withdraws from the contract, the Seller shall return to the Buyer without delay, but no later than 14 days from the withdrawal from the contract, all funds including delivery costs received from the Buyer, in the same way. The Seller shall return the funds to the Buyer in another way only if the Buyer agrees and if no additional costs are incurred.
  8. If the Buyer has chosen a method other than the cheapest delivery method offered by the Seller, the Seller shall return the delivery costs to the Buyer in the amount corresponding to the cheapest offered delivery method.
  9. If the Buyer withdraws from the purchase agreement, the Seller is not obliged to return the received funds to the Buyer before the Buyer hands over the goods to them or proves that they have sent the goods to the Seller.
  10. The Buyer must return the goods to the Seller undamaged, unworn, and unsoiled and, if possible, in the original packaging. The Seller is entitled to unilaterally set off the claim for compensation for damage caused to the goods against the Buyer's claim for a refund of the purchase price.
  11. The Seller is entitled to withdraw from the purchase agreement due to out-of-stock, unavailability of goods, or when the manufacturer, importer, or supplier of the goods has interrupted the production or import of the goods. The Seller shall inform the Buyer immediately via the email address specified in the order and return all funds, including delivery costs, received from the Buyer under the contract within 14 days of the notification of withdrawal from the purchase agreement, in the same way or in a way specified by the Buyer.

## **VII. Rights from Defective Performance**

1. The Seller is responsible to the Buyer that the goods are free of defects upon receipt. In particular, the Seller is responsible to the Buyer that at the time the Buyer took over the goods:

- the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics described by the Seller or the manufacturer or expected by the Buyer with regard to the nature of the goods and based on the advertising carried out by them,
  - the goods are fit for the purpose stated by the Seller for their use or for which goods of this type are usually used,
  - the goods correspond in quality or design to the agreed sample or template, if the quality or design was determined according to the agreed sample or template,
  - the goods are in the appropriate quantity, measure, or weight, and
  - the goods comply with the requirements of legal regulations.
2. The Seller's obligations from defective performance apply at least to the extent that the manufacturer's obligations from defective performance last. The Buyer is otherwise entitled to exercise the right from a defect that occurs in consumer goods within twenty-four months of receipt.
  3. If the period during which the goods can be used is indicated on the goods, on their packaging, in the instructions attached to the goods, or in advertising in accordance with other legal regulations, the provisions on the quality guarantee shall apply. By the quality guarantee, the Seller undertakes that the goods will be fit for use for their usual purpose for a certain period of time or that they will retain their usual characteristics. If the Buyer has rightfully reproached the Seller for a defect in the goods, the period for exercising rights from defective performance or the warranty period does not run for the period during which the Buyer cannot use the defective goods.
  4. The provisions of the preceding paragraph do not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear and tear of the goods caused by their usual use, to used goods for a defect corresponding to the degree of use or wear that the goods had when taken over by the Buyer, or if it follows from the nature of the goods. The right from defective performance does not belong to the Buyer if the Buyer knew before taking over the goods that the goods had a defect, or if the Buyer caused the defect themselves.
  5. In the event of a defect, the Buyer may submit a claim to the Seller and request:
    - replacement with new goods,
    - repair of the goods,
    - a reasonable discount from the purchase price,
    - withdrawal from the contract.
  6. The Buyer has the right to withdraw from the contract:
    - if the goods have a material defect,
    - if they cannot use the item properly for the repeated occurrence of the defect or defects after repair,
    - in the case of a larger number of defects in the goods.
  7. The Seller is obliged to accept the claim at any establishment in which the acceptance of the claim is possible, or even at the registered office or place of business. The Seller is obliged to issue a written confirmation to the Buyer about when the Buyer exercised the right, what the content of the claim is, and

what method of handling the claim the Buyer requests, as well as confirmation of the date and method of handling the claim, including confirmation of the repair and its duration, or a written justification for the rejection of the claim.

8. The Seller or an employee authorized by them shall decide on the claim immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service required for a professional assessment of the defect. The claim, including the removal of the defect, must be settled without undue delay, no later than 30 days from the date of the claim, unless the Seller and the Buyer agree on a longer period. The expiration of this period in vain is considered a material breach of the contract and the Buyer has the right to withdraw from the purchase agreement. The moment of exercising the claim is considered to be the moment when the expression of the Buyer's will (exercise of the right from defective performance) reaches the Seller.
9. The Seller shall inform the Buyer of the outcome of the claim in writing.
10. The right from defective performance does not belong to the Buyer if the Buyer knew before taking over the item that the item had a defect, or if the Buyer caused the defect themselves.
11. In the event of a justified claim, the Buyer has the right to compensation for purposefully incurred costs incurred in connection with the exercise of the claim. The Buyer may exercise this right with the Seller within a period of one month after the expiry of the warranty period, otherwise the court may not grant it.
12. The Buyer has the choice of the method of claim.
13. The rights and obligations of the contracting parties regarding rights from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117, and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended.

## **VIII. Delivery**

1. The contracting parties may deliver all written correspondence to each other by electronic mail.
2. The Buyer delivers correspondence to the Seller to the email address specified in these Terms and Conditions. The Seller delivers correspondence to the Buyer to the email address specified in their customer account or in the order.

## **IX. Out-of-Court Dispute Resolution**

1. The Czech Trade Inspection (Česká obchodní inspekce), with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID (IČ): 000 20 869, internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes arising from the purchase agreement. The online dispute resolution platform located at the internet address <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the Seller and the Buyer from the purchase agreement.
2. The European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz>, is the contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR).
3. The Seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the respective trade office. The Czech Trade Inspection performs, within the

defined scope, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

## **X. Final Provisions**

1. All agreements between the Seller and the Buyer are governed by the laws of the Czech Republic. If the relationship established by the purchase agreement contains an international element, the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect the consumer's rights arising from generally binding legal regulations.
2. The Seller is not bound by any codes of conduct in relation to the Buyer in the sense of the provisions of Section 1826 (1)(e) of the Civil Code.
3. All rights to the Seller's website, especially copyright to the content, including the layout of the page, photos, films, graphics, trademarks, logos, and other content and elements, belong to the Seller. It is prohibited to copy, modify, or otherwise use the website or its part without the consent of the Seller.
4. The Seller is not responsible for errors resulting from interference by third parties in the online store or as a result of its use contrary to its purpose. When using the online store, the Buyer must not use procedures that could have a negative impact on its operation and must not perform any activity that could allow them or third parties to unjustifiably interfere with or unjustifiably use the software or other components forming the online store and use the online store or its parts or software equipment in such a way that would be contrary to its purpose or aim.
5. The purchase agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
6. The wording of the Terms and Conditions may be changed or supplemented by the Seller. This provision does not affect the rights and obligations arising during the period of validity of the previous wording of the Terms and Conditions.
7. An attachment to the Terms and Conditions is a model withdrawal form.
8. If any provision in the contract were or became invalid or legally unenforceable, this will not affect the validity and enforceability of the other provisions of the contract.

These Terms and Conditions take effect on October 10, 2021.