

# BUSINESS TERMS FOR CONSUMERS

## RETURN RULES

### 1. BASIC PROVISIONS

- 1.1 These business terms govern the rights and duties of the company BROKISGLASS s.r.o. residing at Španielova 1315/25, Řepy, 163 00 Prague 6, VAT ID CZ08889295 registered in the Trade Registry maintained by the Municipal Court in Prague, Section C, Inset 327085 (hereinafter referred to as “the Seller”) and his customer (hereinafter referred to as “the Buyer”) with regards to the sale of the goods based on a Purchase Contract (hereinafter referred to as “the Contract”). The Contract is entered into once the Buyer confirms his Order. The Contract becomes effective upon the payment of the Purchase Price by the Buyer. The Seller shall inform the Buyer of the Contract execution by means of an informative email to the email address provided by the Buyer.
- 1.2 These Business Terms apply exclusively to cases where the person who intends to enter into a Contract with the Seller, fulfils the legal requirements stipulated in §419 Act No. 89/2012 Coll., The Civil Code, as amended (hereinafter referred to as “The Civil Code”).
- 1.3 The Business Terms form an inseparable part of the Contract. Differing terms stipulated in the Contract take precedence over the wording of the Business Terms. The Contract’s contents consists of the Order of the Buyer and the Confirmation of the Order on part of the Seller. In case of conflicting terms, the wording of the Confirmation of the Order is decisive from the point of the letter of the Contract.

### 2. DELIVERY OF THE GOODS

- 2.1 In the Contract, the Seller undertakes to hand over to the Buyer the item, which is the subject of the sale, and enables him to acquire the ownership title to it, while the Buyer undertakes to take over the item and pay the set Purchase Price for it.
- 2.2 The Seller shall fulfil its duty to handover the item to the Buyer via a carrier.
- 2.3 The Buyer is obliged to take over the goods.
- 2.4 On request, the Buyer is obliged to confirm to the Seller the takeover of the goods.
- 2.5 In case the Buyer does not take over the goods, it constitutes a breach of the Contract and the Seller is entitled to withdraw from the Contract. In such case, the Buyer is obliged to pay to the Seller a compensation for the damage following in particular from the costs spent on the carrier/transportation. The Seller shall repay to the Buyer the received payment minus the compensation.



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- 2.6 The Seller shall handover the goods to the Buyer within the terms stipulated in the Contract, or within 30 days from the conclusion of the Contract. The stated term is set in favour of the Seller, meaning the Buyer cannot demand the goods delivery ahead of that term, yet the Seller may hand over the goods earlier.
- 2.7 The term for the handover of the goods maybe prolonged correspondingly in case any of the following term prevents the Seller from fulfilling his duties as per these Business Terms:
- (a) if and extraordinary, unpredictable and unsurmountable obstacle occurs independently of his will as per §2913, Clause 2, of The Civil Code, or,
  - (b) if the Buyer is in default.
- 2.8 In case the Seller cannot fulfil his duty on serious grounds and carry out the handover the goods to the Buyer within the set term, the Seller shall inform the Buyer of that circumstance without undue delay.

### **3. THE PURCHASE PRICE**

- 3.1 All prices are contractual. The online e-shop of the Seller shows up-to-date and valid prices in CZK and EUR.
- 3.2 The prices stated with the individual products are final, i.e. including VAT, and all other taxes and fees.
- 3.3 The Purchase price does not include the carrier/transportation costs. Transportation costs are quoted along with the prices. Nor does the Purchase Price include cash on delivery fees or other services ordered by the Buyer. The price for other services is stated separately in the Contract.
- 3.4 Special offers are set to last until the clearance of the stock; stating the number of the goods on sale, or for an indefinite period of time.
- 3.5 The Buyer takes into consideration that in case the Buyer orders goods for the price publicised by mistake due to an error of the internal information system of the Seller, the Buyer is entitled to withdraw from the Purchase Contract, even after the Buyer has received the email with the Confirmation of the Order. It applies especially to cases where the Purchase Price is seemingly wrong, i.e. several figures higher or lower than what is to be expected for such goods.
- 3.6 The Seller is entitled to withdraw from the Contract, in case of misuse of personal data, misuse of the credit card etc., or for reasons of administrative or judicial intervention. The Buyer takes into consideration that in such cases the Purchase Contract cannot be



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entered into validly; at the same time, therefore, the Seller is entitled to request compensation for unjustified enrichment.

#### **4. PAYMENT TERMS**

- 4.1 All payment are made via money transfer to a bank account.
- 4.2 The Purchase Price shall be paid by the Buyer to the account of the Seller via a payment gate or based on a pro forma invoice issued by the Seller, as of the payment date set in the Contract.
- 4.3 The price on the invoice is stated after all pertinent reductions.

#### **5. OWNERSHIP AND DAMAGE RISK**

- 5.1 Provided that the Contract does not stipulate otherwise, the Buyer acquires the ownership title to the goods following the full payment of the purchase price to the Seller and the takeover of the goods.
- 5.2 The Buyer becomes liable for the risks of damage to the goods concurrently with the takeover of the goods by the Buyer. The Buyer becomes liable for the risks of damage to the goods also in case he does not take over the goods, despite the fact that the Seller has enabled him to do so.
- 5.3 Pertinent damage to the goods which occurred after the transfer of liability from the Seller to the Buyer shall not have any effect on Buyer's duty to pay the Purchase Price, unless the Seller has caused the damage by breaching his duty.
- 5.4 The Buyer shall inspect the goods as soon as possible, within two days after he becomes liable at latest, likewise, he shall check the quality and the quantity of the goods.
- 5.5 The Buyer is entitled to refuse to accept goods that are defective. One-off minute defects, which on their own or combined with others, don't affect the functional or aesthetical utilization of the goods in any substantial manner, are not a justified cause for the refusal of the goods on part of the Buyer.

#### **6. WARRANTY CLAIMING RULES**

- 6.1 If not stipulated otherwise further on, the rights following from the breach of the Contract are set by The Civil Code.
- 6.2 The Buyer is entitled to claim his right following an occurrence of a defect on the goods within twenty four months from their takeover (hereinafter referred to as "the Warranty").



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- 6.3 The Seller is responsible for a handover of an item which is without defects; the Seller also obliges to ensure that the item is fit to serve its usual purpose and that it retains its usual parameters.
- 6.4 In particular, the Seller guarantees to the Buyer that as of the handover date of the item:
- (a) the item shall have all the attributes that had been agreed upon by the parties, or, if an agreement is missing, the item shall have all the attributes described by the Seller or the manufacturer which the Buyer has reasonably expected considering the character of the goods and based on the advertisement thereof;
  - (b) the item fits the purpose which is described by the Seller or the usual purpose of such item;
  - (c) the item has the quality and manufacturing attributes of the specimen product, in case the quality had been set in accordance with such specimen product;
  - (d) the amount, measure or weight of the item is appropriate;
  - (e) the item conforms to the relevant legal regulations.
- 6.5 The Buyer cannot claim the Warranty,
- (a) if he knew prior to the takeover of the item, that the item has a defect or he himself had caused the defect;
  - (b) in case the defect was caused after the takeover by an external event;
  - (c) if we are dealing with regular wear and tear of the goods due to their normal utilization;
  - (d) if there is a deviation due to the specifics of the goods, which is a unique glass product, since the method of its manufacturing does not allow for uniformity of all items in appearance, colour, composition and shape shown in the catalogue or represented in the specimen product;
  - (e) if it is discounted goods, the warranty does not cover a defect, for which the discount had been negotiated;
  - (f) if the defects were caused in the course of unprofessional installation or unprofessional usage.
- 6.6 The Buyer is obliged to learn about the proper handling of the product from the manual, which is provided together with the product in the standard packaging of the product, and, is also available on [www.brokisglass.cz](http://www.brokisglass.cz), and to use the products in accordance with these instructions.



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- 6.7 The Buyer shall notify the Seller if:
- (a) Obvious defects are detected during the handover/assumption of liability for damages; the notification shall be done within two days after the handover;
  - (b) Hidden defects are detected during a timely check-up; the notification shall be done within two days after the detection of the defects;
  - (c) Legal defects are detected; the notification shall be done without undue delay, within two days after the detection of the defects at latest;
- 6.8 The Buyer shall specify the defect in the notification with the Order number, describing the defect and its manifestation, as well as the warranty which he claims. For the purposes of the notification, the Buyer shall use the form “Defect Notification” if it is available on [www.brokisglass.cz](http://www.brokisglass.cz) as of the date of the intended notification. By using the form the warranty is dealt with at the business premises of the Seller and it is understood that it shall be dealt with by a person authorized to resolve warranty claims.
- 6.9 For the purposes of re-examining the defect, the Buyer shall deliver the goods to the business premises of the Seller without undue delay after the Defect Notification was sent. The right to claim the warranty is exercised at the moment the Seller has received the goods, including all the required documentation, in particular the Warranty Form with all the needed information, along with the Invoice.
- 6.10 For the purposes of the warranty claim the address of the Seller’s business premises is: BROKISGLASS s.r.o., Sídliště Janštejn 39 – 58852-
- 6.11 The Warranty does not affect the duty to pay the Purchase Price in full.
- 6.12 The Seller shall confirm to the Buyer the receipt of the Warranty Claim at the time of the goods handover and, upon an expert evaluation of the claim, he shall inform the Buyer of the proposed settlement of the claim.
- 6.13 The Warranty claim including the elimination of the defect shall be dealt with without undue delay, i.e. within thirty (30) days from the submission of the claim at latest, unless the Seller and the Buyer agree on a longer term. Ineffectual elapse of the term constitutes a breach of the Contract.

## 7. MANNER OF WARRANTY SETTLEMENT

- 7.1 In case that the claimed for defect does not prevent the usage of the goods and it is fixable, we deal with a non-substantial breach of the Contract on part of the Seller and the Buyer has the right to have the defect mended or to get a reduction from the Purchase Price.



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- 7.2 In case the claimed for defect prevents the regular use of the goods to which the Buyer is reasonably entitled to as per the Contract, or if the claimed for defect is irreparable or was not fixed properly by the Seller within the term set for the settlement of the claim, or, we are dealing with a defect that had occurred repeatedly, it is considered a substantial breach of the Contract and the Buyer has the right
- (a) to get a new item instead, which is flawless, or the missing part;
  - (b) to have the item repaired;
  - (c) to get an adequate deduction from the Purchase Price;
  - (d) to withdraw from the Contract.
- 7.3 The option of the claim based on the Warranty cannot be changed by the Buyer without the consent of the Seller. Provided the Buyer does not opt for his right, the Seller must solve the warranty by repairing of the item or an adequate reduction as he chooses.

## **8. THE RIGHT OF THE BUYER TO WITHDRAW UNDER LEGAL TERMS**

- 8.1 The Buyer has the right to withdraw from the Contract within the term of fourteen days from date of the takeover of the goods. The Buyer cannot withdraw from the Purchase Contract in case the goods were manufactured or custom made especially for him, or the goods are original artefacts. In case of a contract, the subject of which is a repeated delivery of goods, the withdrawal term counts from the date of delivery of the first load of goods.
- 8.2 The Seller enables the Customer to withdraw from the Contract by means of filling up and sending the standard withdrawal form provided at [brokisglass.cz](http://brokisglass.cz). The Seller shall confirm the receipt of the form without undue delay.
- 8.3 In case the Buyer withdraws from the Contract, he will hand over the goods he received from the Seller without undue delay, within fourteen days at latest.
- 8.4 The goods should be returned complete, i.e. with all the provided appurtenances, documentation, without any defects, clean, including the original packaging, in a state and of value in which they were received. The return of the goods must take place at the business premises as per article 6.10 hereof.
- 8.5 In case the Buyer withdraws from the Contract, the Seller shall return to him all the financial means which he received based on the Contract and he shall do so within fourteen days from the withdrawal and the takeover of the returned goods as per article 8.4.



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- 8.6 Provided that the Buyer has opted for another means of delivery than the cheapest available one offered by the Seller, the Buyer shall return to the Seller the cost for the goods delivery equalling to the cheapest available one.
- 8.7 The Buyer cannot withdraw from the Contract, unless he is able to return the item in a state in which he received it.

## **9. OTHER PROVISIONS**

- 9.1 The Seller undertakes to avoid any action which might be contrary to or lead to a breach of the copyright and industrial rights of the Seller, or the authors working on the instructions of the Seller.
- 9.2 Delivery address and other contact information of the contractual parties (email, phone number) are stated in the Contract.
- 9.3 The Parties have agreed that all notifications and documents shall be delivered by electronic mail to the addresses stated in the Contract.

## **10. FINAL PROVISIONS**

- 10.1 The Contract and the rights and duties following therefrom, including rights and duties in the case of a breach of the Contract, as well as matters unregulated in the Contract, all is governed by the Czech Law, The Civil Code, in particular.
- 10.2 The Contract may be amended or terminated only by means of a mutually endorsed agreement of the contractual parties, following a procedure similar to entering into an agreement.
- 10.3 These General Business Terms, including their supplements, have been valid and enforceable since October 1, 2020.



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