

General commercial terms HENNLICH s.r.o. for the Eshop

I. Initial clause

1. Commercial terms define and specify the rights and obligations of the seller the company HENNLICH s.r.o., based in Litomerice, Ceskolipská 9, ID-Nr. 148 69 446, incorporated in trade register in section C, enclosure 274, by Regional Court in Ústí nad Labem and a buyer.
2. All contractual relations are concluded under legal order of the Czech Republic. If the buying contracting party is a consumer, the contractual relations, which are not defined in the commercial terms, follow the law Nr. 89/2012 Sb., Civil Code and law Nr. 634/1992 Sb., Consumer Protection. If the buying contracting party is an entrepreneur, the contractual relations, which are not defined in the commercial terms, follow the law Nr. 89/2012 Sb., Civil Code.
3. These commercial terms are valid only for the purchase and sale of goods and services per the e-shop in the internet domain www.hennlich.cz.
4. These commercial terms do not regulate the contractual relations between seller and buyers, who agreed on special commercial terms.

II. Definition of terms

1. **The seller** is the commercial-production company HENNLICH s.r.o., based in Litomerice, Ceskolipská 9, ID-Nr. 148 69 446, incorporated in trade register in section C, enclosure 274, by Regional Court in Ústí nad Labem (following „HENNLICH“), which acts by contract conclusion and execution under its commercial or other enterprise activity.
2. **The buyer** is a customer of e-shop of HENNLICH company. The buyer can be a consumer or an entrepreneur. The buyer-consumer is any person who concludes the contract with the seller or is with the seller in any interaction beyond his business activities or beyond his selfemployment activities. The buyer-entrepreneur is any person who independently acts on his/her own account and responsibility by trade licence or similar permission with intention to do this consistently and in order to make a profit. According to the consumer protection is the buyer- entrepreneur also any person who concludes the contracts which are related to his/her own business, production or similar activity or to his selfemployment activities, or person who acts on behalf of an entrepreneur and on his/her account.
3. **E-shop** is an application running by the seller in the internet domain www.hennlich.cz, by which the seller offers his goods and services for sale to undefined range of subjects.
4. **The goods** mean products and/or services which are offered by the seller for purchase per his e-shop to undefined range of buyers.
5. **The purchase price** of goods and/ or services is specified and can be seen on e-shop websites.

III. Conclusion of a contract of purchase

1. On the website of the e-shop there are goods which are offered for purchase by the seller. By goods ordering the buyer fills in the online order form. The order form contains primarily the identification of the buyer and his contact details, information about the ordered goods, its number or amount, way of settlement of the purchase price and information about the way of delivery.

2. If the buyer is an entrepreneur, the draft of contract is the sent order of goods by the buyer and the contract is concluded upon delivery of the obligatory agreement with this draft of the seller to the buyer, primarily by the e-mail of the seller to the e-mail address of the buyer.
3. If the buyer is a consumer, the draft of contract is the placement of the offered goods on the e-shop websites and the contract is concluded by the sending of the order by the buyer and the acceptance of the seller. The order acceptance confirms the seller without undue delay by the e-mail to the e-mail address of the buyer. This confirmation has no effect of the contract conclusion.
4. The buyer is allowed to control and to change his/her given data to the order before order sending to the seller. Single technical steps leading to the conclusion of the purchase contract follows from the process of goods ordering per e-shop.
5. According to the § 1732 par. 2 of the Civil Code, the draft of goods delivery per determined price by enterprise activities by advertisement, by catalogue or by goods exposition means the order subject to depletion of stock or loss of ability of the entrepreneur to perform his obligations.
6. The resulting contract can be changed or canceled only by agreement of the seller and buyer, or due to legal reasons.
7. The seller reserves the right not to conclude a contract of purchase with the buyer, who committed a breach of an obligation arising for him from the contract of purchase and commercial terms.
8. The contract of purchase and commercial terms are concluded under the Czech law and Czech language or arranged language between buyer and seller.
9. The contract of purchase is archived by the seller for the purpose of its successful fulfillment and is not accessible to the third parties.
10. The buyer is referred to the fact of obligation of the commercial terms before sending his orders adequately and by concluding the contract of purchase he confirms that he is familiar with these conditions/terms and agrees with them. The commercial terms are an integral part of the concluded contract of purchase.
11. These commercial terms including relevant attachments are displayed on the website of the e-shop. So are the archiving and the reproduction to the buyer possible.

IV. Terms of payment

1. The seller reserves the right to change prices of goods and services. The valid prices of goods for the buyer are listed in the e-shop and in the context of concluding the contract of purchase those prices of goods are valid that are listed in the e-shop at the time of ordering the goods by the buyer.
2. The prices of goods in e-shop are exclusive VAT but inclusive all other taxes, duties and charges. The actual amount of VAT can the buyer find before sending a binding order to the seller. In this binding order the buyer finds out the final price including the appropriate VAT.
 - for parcels with the value not exceeding the amount of CZK 5,000 and weighing up to 30 kg is the shipping price including packing by Czech Post on the territory of the Czech Republic CZK 120 (unless otherwise agreed) and for parcels with the value exceeding CZK 5,000 may the shipping price by Czech post on the territory of the Czech Republic be adjusted.
 - the shipping price incl. packing for parcels delivered by Geis Parcel CZ s.r.o. or Geis CZ s.r.o will be set by the seller. The seller will result from the basic shipping tariff of the transporter, fuel surcharge and toll. The buyer will be informed about the the costs of shipping and packing before concluding the contract of purchase.

- for parcels delivered to the buyer outside the territory of the Czech Republic is the price of shipping and packing set by the seller. The shipping price incl. packing will result from the shipping prices of the concrete transporter, the place of delivery and other circumstances connected to the delivery. The buyer will be informed about the costs of shipping and packing before concluding the contract of purchase. The introduced prices of goods do not include costs of shipping and packing to the buyer. The shipping price incl. packing:
3. The seller is entitled to demand an advance payment from the buyer before the delivery of goods up to the full amount of the purchase price.
 4. The purchase price shall be paid by noncash payment, cash on delivery or cash upon personal collection of goods in stock of the seller. The seller's warehouse is located at his head office, at Litomerice, Ceskolipská 9. The buyer is not charged with the fee for payment on delivery the by the seller.
 5. In the case of ordering goods by the buyer at a lower price than CZK 200 = 8 EUR, the seller reserves the right to unilaterally raise the price of goods to CZK 200.
 6. In the case of ordering goods by the buyer at a lower price per Unit than CZK 25 = 1 EUR, the seller reserves the right to unilaterally raise the price per Unit to CZK 25.
 7. Buyer agrees with the use of distance communication by concluding the contract of purchase. Costs incurred to the buyer when using means of distance communication in connection with concluding the contract of purchase (cost of internet access, telephone costs) are paid by the buyer himself.
 8. The purchase price is ment to be settled on the day of receipt of the amount of money in cash by the seller, or on the day of receipt of payment on delivery or on the day when the purchase price is put down on the seller's bank account.

V. Delivery of goods

1. Delivery of ordered goods will be performed due to the availability of goods and operating capacity of the seller or his suppliers as soon as possible, usually within three to ten working days from the the day of conclusion of the contract of purchase. In exceptional cases, the delivery time can be longer. The buyer will be informed by the seller about this situation.
2. Delivery of goods to the buyer provides the seller through an external transporter to the address given by the buyer in his order, and only on weekdays from 8.00 to 18.00. The buyer bears responsibility for errors of goods delivery incurred from the incorrect identification data given by the buyer.
3. If the buyer fails to take over the purchased goods for reasons on his side (eg. on the agreed date the buyer or authorised person are not present), the seller makes a repeated attempt to deliver the goods by the external transporter. After repeated unsuccessful delivery to the buyer, the seller is entitled to either withdraw from the contract or store goods, even at the third party at the buyer's expense, whereas in this case the seller is entitled also to request the payment of adequate cost arising from the goods storage from the buyer.
4. The buyer chooses the concrete delivery method himself during the order making in e-shop. The shipping costs of goods differ according to the selected way of transport. When the buyer takes over the goods from the transporter, he is obliged to check the goods.
5. If the packaging of goods is damaged, or other circumstances indicate that the goods might be damaged, the seller recommends the buyer not to take over the goods. In this case, the seller

recommends the buyer to write a report of damage of the parcel with the transporter. By signing the transporter's waybill the buyer confirms, that the parcel is not mechanically damaged.

VI. Buyer-consumer's right to withdraw from the contract of purchase

1. If the buyer is a consumer, the buyer has the right under § 1829 of the Civil Code to withdraw from the contract within fourteen days of goods takeover. If the subject of the contract are several kinds of goods, or supply of several parts, the withdrawal period starts running by the date of takeover of the last delivery. If the subject of the contract is regularly repeated delivery of goods, the withdrawal period starts running by the date of takeover of the first delivery.
2. The buyer's withdrawal from the contract has to be sent to seller within the period mentioned in the previous paragraph.
3. In case that the buyer uses the right to withdraw from the contract, the buyer contacts the seller, preferably in writing and informs him that he is withdrawing from the contract of purchase. For the withdrawal from the contract, the seller recommends the buyer to use the sample form attached to the commercial terms. When using a sample form for withdrawal from the contract, the seller confirms the buyer its receiving without undue delay.
4. In accordance with § 1820 paragraph 1 letter g) and § 1832 paragraph 3 of the Civil Code, the buyer bears the cost of returning the goods resulting from the withdrawal from the contract.
5. Goods purchased under a contract, from which the buyer had withdrawn, must be sent or handed by the buyer at his own expense to the headquarters of the seller, or forwarded or sent to the address that the seller communicates to buyer after receiving a withdrawal from the contract. The buyer is obliged to return the goods in the state in which it was during the takeover by the buyer, including all accessories and all documentation, especially certificate of warranty, operating instructions etc.
6. The seller returns to the buyer, who had withdrew from the contract, all under contract received financial resources, but no later than fourteen days from the withdrawal from the contract. The seller is not obliged to return the money to the buyer before he gets the goods from the buyer back, event. the buyer proves, that he had sent the goods back to the seller.
7. In case that the goods, which should be returned from the buyer to the seller after the withdrawal from the contract, were destroyed or consumed, the buyer is obliged to pay monetary compensation as a counter-value. In case of partial damage of goods, the seller has the right for compensation and he has the right to offset its claim for refund of the purchase price of goods.
8. The buyer-consumer is not allowed to withdraw from the contract for reasons specified in § 1837 of the Civil Code.
9. The buyer- entrepreneur has no right to withdraw from the contract of purchase in terms of this article.

VII. Seller's right to withdraw from the contract of purchase

1. Seller reserves the right to withdraw from the contract in case of goods unavailability for reason that the goods are no longer produced, or are no longer delivered, event. the price from seller's supplier has significantly changed and it is no longer possible to deliver the goods to the buyer for offered price.
2. Before the withdrawal from the contract of the reasons mentioned in the previous paragraph, the seller contacts the buyer to agree on further action.

VIII. Rights resulting from faulty performance

1. The rights and obligations of the seller and the buyer in respect of defective performance follow the appropriate regulations of the Civil Code.
2. The buyer has no right of defective performance, if the buyer had had known that the goods were defective before he overtook the goods or if the buyer caused the damage himself.
3. The buyer is obliged to inform the seller about any defects of the goods without undue delay.
4. The buyer obliges himself to study the warranty conditions of the seller before the first use of purchased goods to, incl. operating instructions, and to follow them. Otherwise, the buyer puts himself at risk that he damages the purchased goods by improper use and he will not be able to apply the incurred defect within his rights arising from liability for defects.
5. The buyer-entrepreneur is entitled to enforce the right of defects on defect which the goods had by transfer of risk to buyer, or on later incurred defect caused by the seller by breaching his obligations.
6. The seller does not provide guarantee on the purchased goods to the buyer- entrepreneur, unless the seller provides guarantee to the buyer in writing.
7. The Buyer-consumer is entitled to enforce the right of defect, which occurs on the purchased goods within a period of twenty four months from takeover of the goods. If the defect occurs within six months of receipt, it is considered that the goods were defective at the time of takeover.
8. If the purchased goods are defective, the buyer- consumer is entitled to demand also a supply of new goods free of defects, unless it is due to the nature of the defect unreasonable, but if the defect affects only part of the goods, the buyer can demand only a replacement of defective component; if this is not possible, he is allowed to withdraw from the contract. If that act is due to the nature of the defect unproportional, especially it is possible to rectify a defect without undue delay, the buyer is entitled to a free rectify of a defect. The right on the delivery of new goods or replacement of components has that buyer also in the case of removable defects, if the goods cannot be used properly because of repeated occurrence of the defect after reparation or for a larger number of defects. In this case, the buyer has the right to withdraw from the contract.
9. If the buyer-consumer does not withdraw from the contract or if he does not enforce the right to deliver new goods free of defects or the replacement of its parts or repairing of the goods, he can demand a reasonable discount. The buyer- consumer has the right to an adequate discount even if the seller is not able to deliver new goods without defects or replace the part or repair the goods, as well as in the case that the seller fails to undo the damage within a reasonable time, or if the damage undo caused the consumer the substantial difficulties.
10. Seller's liability for defects does not refer to ordinary wear and tear of goods caused by its use by the buyer or another person.
11. In the case that the buyer-consumer claims the purchased goods during the provided guarantee period, the seller is obligated, including expert assessment of the defect which is the subject of a complaint, to settle the claim within 30 days from delivering the claim to the seller, unless the seller and buyer agree on another date.
12. The buyer is obliged to make a complaint by the seller without undue delay after fault defection. In the case that the buyer makes a complaint in writing or by electronic means, he gives identification, reference to the contract, detected defects and the claim he enforces in the announcement of the complaint. The buyer together with the announcement provides the document about the purchased goods and the goods under claim. The seller gives the buyer a certificate about claim lodging, which he sends to the buyer's e-mail address. The buyer will be informed about the examination of righteousness of a claim and of the way of a settlement of a claim.

13. In the case of unjustified claim is the buyer not entitled to reimbursement of costs connected with the settlement of a claim.

IX. Conflict settlement

1. Any disputes between the seller and the buyer will be solved by the general courts of the Czech Republic.
2. The seller binds himself preferentially to seek the out of court settlements of their disputes with the buyer if the buyer does not reject.
3. Supervision over obligations observance under the Act no. 634/1992 Coll., About Consumer Protection, is performed by the Czech Trade Inspection.
4. Supervision over the observance of privacy policy is performed by the Office for Personal Data Protection.

X. Final provisions

1. The seller reserves the right to unilaterally change the terms and conditions. The change in commercial terms will be communicated on the website www.hennlich.cz.
2. These terms and conditions are valid as stated on the website of the seller for the contract between the seller and the buyer, which have been concluded under the force of these terms.
3. The seller reserves the right to restrict or temporarily or permanently forbid the use of e-shop to the buyer.
4. If any provision of the commercial terms is invalid or ineffective or becomes one soon, valid provision with the closed meaning is valid instead of the invalid provision. The invalidity or ineffectiveness of one provision does not mean the invalidity or ineffectiveness (other provisions stay effective and valid). Modifications and amendments of the contract of purchase or commercial terms require written form.
5. These commercial terms come into effect on 23.2.2023

HENNLICH s.r.o.