



GENERAL TERMS AND CONDITIONS FOR THE ONLINE STORE HENNLICH s.r.o.

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Terms and Conditions for the Online Store (hereinafter also referred to as the “Terms and Conditions”)

I. Introductory Provisions

1. The Terms and Conditions further define and specify the rights and obligations of the seller, HENNLICH s.r.o., with its registered office in Litoměřice, Českolipská 9, Company ID No. 148 69 446, registered in the Commercial Register, Section C, File No. 274, at the Regional Court in Ústí nad Labem, and the buyer.
2. All contractual relationships are entered into in accordance with the laws of the Czech Republic. If the buyer is a consumer, relationships not governed by these Terms and Conditions are governed by Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection. If the buyer is a business entity, relationships not covered by these Terms and Conditions are governed by Act No. 89/2012 Coll., the Civil Code.
3. These Terms and Conditions apply solely to the purchase and sale of goods and services in the online store at the website www.hennlich.cz.
4. These Terms and Conditions do not apply to contractual relationships that the Seller has entered into with buyers with whom it has agreed upon special terms and conditions.

II. Definition of Terms

1. **The seller** is HENNLICH s.r.o., a trading and manufacturing company with its registered office in Litoměřice, Českolipská 9, Company ID No. 148 69 446, registered in the Commercial Register, Section C, File No. 274, at the Regional Court in Ústí nad Labem (hereinafter also referred to as “HENNLICH”), which acts within the scope of its commercial or other business activities when concluding and performing the contract.
2. **The Buyer** is a customer of HENNLICH's online store. The Buyer may be either a consumer or a business entity. A consumer Buyer is any person who, outside the scope of their business activities or outside the scope of the independent practice of their profession, enters into a contract with the Seller or otherwise deals with the Seller. A business buyer is a person who independently carries out a profit-making activity on their own account and under their own responsibility, through a trade or similar means, with the intention of doing so on a systematic basis for the purpose of making a profit. For the purposes of consumer protection, a business buyer is also any person who enters into contracts related to their own commercial, manufacturing, or similar activities or in the independent practice of their profession, or a person acting on behalf of or for the account of a business.
3. **An online store**, also known as an e-shop, is an application operated by the seller on the internet domain www.hennlich.cz, through which the seller offers goods and services for sale to an unspecified group of customers.
4. **Goods** are products and/or services that the seller offers for purchase through its online store to an unspecified group of buyers.
5. **The purchase price** is the price of the goods and/or services specified and displayed on the online store.

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Zapsán do obchodního rejstříku u Krajského soudu v Ústí nad Labem v oddíle C, č. vložky 274

IČO: 14869446
DIČ: CZ14869446

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SWIFT BACXCZPP

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III. Conclusion of the Purchase Agreement

1. The online store's website features products offered for sale by the seller. When ordering goods, the buyer fills out an order form on the online store's website. The order form includes, in particular, the buyer's identification and contact information, details about the ordered goods, their quantity, the method of payment for the purchase price, and information regarding the requested delivery method for the ordered goods.
2. If the buyer is a business entity, the buyer's submission of the order constitutes an offer to enter into a sales contract, and the sales contract itself is concluded upon the seller's delivery of binding acceptance of this offer to the buyer, specifically via an email message from the seller to the buyer's email address.
3. If the buyer is a consumer, the offer to conclude a sales contract is the seller's listing of the offered goods on the online store's website, and the sales contract is formed upon the buyer's submission of the order and the seller's acceptance of the order. The seller shall confirm receipt of the order to the buyer without undue delay via email to the email address provided by the buyer; however, this confirmation does not affect the formation of the contract itself.
4. Before submitting an order to the seller, the buyer is given the opportunity to review and modify the information entered into the order. The specific technical steps leading to the conclusion of the sales contract are evident from the ordering process itself in the seller's online store.
5. Pursuant to Section 1732(2) of the Civil Code, a proposal to supply goods at a specified price made in the course of business through advertising, in a catalog, or by displaying the goods is deemed to be an offer subject to the availability of stock or the seller's ability to fulfill the order.
6. The resulting contract may be amended or terminated only by mutual agreement between the seller and the buyer, or on statutory grounds.
7. The seller reserves the right not to enter into a sales contract with a buyer who has previously materially breached the obligations arising for them from a previously concluded sales contract and these Terms and Conditions.
8. The sales contract and terms and conditions are governed by Czech law and are drawn up in the Czech language or, where applicable, in a language agreed upon by the seller and the buyer.
9. The sales contract is archived by the seller for the purpose of its successful fulfillment and is not accessible to third parties.
10. The buyer was sufficiently notified of the fact that they are bound by the Terms and Conditions prior to submitting their order, and by entering into the purchase agreement, the buyer confirms that they have read and agree to these terms. The Terms and Conditions form an integral part of the concluded purchase agreement.
11. These Terms and Conditions, including the relevant attachments, are displayed on the online store's website, thereby enabling the buyer to archive and reproduce them.

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IV. Terms of Payment

1. The Seller reserves the right to change the prices of the goods and services offered. The prices of goods applicable to the Buyer are listed in the online store, and when concluding a purchase agreement, the prices of goods listed in the online store at the time the Buyer places the order shall apply.
2. Prices of goods in the online store are listed exclusive of value-added tax (VAT) but include all other taxes, duties, and fees. The buyer will determine the amount of VAT before submitting a binding order to the seller, from which the buyer will determine the final price, including the applicable VAT.
3. The listed prices of goods do not include shipping costs to the buyer or packaging fees. Shipping and packaging fees:
 - A. For goods priced at 5,000 CZK or less, the fee for a shipment weighing up to 30 kg (including packaging) sent via Česká pošta within the Czech Republic is 120 CZK (unless otherwise agreed), and for shipments where the price of the goods exceeds 5,000 CZK, shipping costs via Česká pošta within the Czech Republic may be determined on a case-by-case basis.
 - B. For goods from CEMA-TECH ordered through the e-shop www.hennlich.cz/cematech, shipping and packaging costs are charged as follows: a. For goods priced up to 5,000 CZK/210 EUR—120 CZK/5 EUR for the Czech Republic; for Slovakia: 8 EUR b. For orders over 5,000 CZK/210 EUR—shipping within the Czech Republic and Slovakia is free
 - C. For shipments delivered via Geis Parcel CZ s.r.o. or Geis CZ s.r.o., the shipping and handling fee will be determined by the seller, who will base the fee on the carrier's standard shipping rate, a fuel surcharge, and tolls. The seller will inform the buyer of the shipping and handling fee prior to the conclusion of the purchase agreement.
 - D. For shipments of goods delivered to the buyer outside the territory of the Czech Republic, the price of shipping and handling will be determined by the seller, based on the shipping rates of the specific carrier, the delivery location, and other circumstances related to the shipment. The seller will inform the buyer of the shipping and handling costs before the purchase contract is concluded.
4. The seller is entitled to request an advance payment from the buyer prior to delivery of the goods, up to the full amount of the purchase price of the goods.
5. The purchase price is payable by bank transfer, cash on delivery, or in cash upon personal pickup of the goods at the Seller's warehouse, which is located at the Seller's registered office at Českolipská 9, Litoměřice. The Seller does not charge the Buyer a fee for cash on delivery.
6. If the buyer places an order for goods totaling less than 200 CZK = 8 EUR, the seller reserves the right to unilaterally increase the price of the goods to 200 CZK.
7. If the buyer orders an item for less than 25 CZK = 1 EUR, the seller reserves the right to unilaterally increase the price of the item to 25 CZK.
8. The buyer agrees to the use of means of distance communication when concluding the purchase agreement. Any 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.

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9. The purchase price is considered paid on the day the seller receives the amount in cash, on the day the buyer pays the cash-on-delivery fee, or on the day the purchase price is credited to the seller's bank account.

V. Delivery of Goods

1. Delivery of the ordered goods will be made as soon as possible, subject to the availability of the goods and the operational capabilities of the seller or its supplier, typically within three to ten business days of the conclusion of the purchase agreement. In exceptional cases, the delivery time may be longer, in which case the seller will notify the buyer.
2. The seller arranges for the delivery of goods to the buyer via an external carrier to the address specified by the buyer in the order, exclusively on business days between 8:00 a.m. and 6:00 p.m. The buyer is responsible for any errors in the delivery of goods resulting from incorrect identification information provided by the buyer.
3. If the buyer fails to accept the purchased goods for reasons attributable to the buyer (e.g., the buyer or a person designated by the buyer is not present at the agreed-upon time), the seller will make a repeat attempt to deliver the goods via an external carrier. After a repeated unsuccessful attempt to deliver the goods to the buyer, the seller is entitled either to withdraw from the purchase contract or to store the goods, including with a third party at the buyer's expense; in such a case, the seller is also entitled to demand that the buyer reimburse the seller for reasonable costs incurred in connection with the storage of the goods.
4. The buyer selects the specific shipping method when placing an order in the online store. Shipping costs vary depending on the selected shipping method.
5. If the buyer picks up the goods from the carrier, the buyer is required to inspect the goods. If the packaging is damaged or other circumstances suggest that the goods may be damaged, the seller does not recommend accepting the shipment. In such a case, the seller recommends filing a damage report with the carrier. By signing the carrier's delivery receipt, the buyer confirms that the shipment is not physically damaged.

VI. The Right of a Buyer Who Is a Consumer to Withdraw from the Sales Contract

1. If the buyer is a consumer, the buyer has the right, pursuant to Section 1829 of the Civil Code, to withdraw from a sales contract concluded remotely or from a contract concluded outside of business premises without giving any reason, within fourteen days of receiving the goods. If the sales contract covers multiple types of goods or the delivery of multiple parts, the withdrawal period begins on the date of receipt of the last delivery of goods. If the sales contract covers regular, recurring deliveries of goods, the withdrawal period begins on the date of receipt of the first delivery of goods.
2. The buyer must send notice of withdrawal from the purchase agreement to the seller within the period specified in the preceding paragraph.
3. To exercise their right to withdraw from the contract, the buyer may use the online form available at the link provided in the order confirmation. Using this form [Form – Withdrawal from the contract – for consumers | HENNLICH Good Idea](#), the buyer may electronically notify the seller of their withdrawal from the contract. Upon receipt of the notice of withdrawal via the online form, the seller will send the buyer a confirmation of receipt of the withdrawal to the email address provided by the buyer without undue delay. To exercise the right of withdrawal, the buyer may also contact the seller, preferably in writing or electronically.

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4. In accordance with Section 1820(1)(g) and Section 1832(3) of the Civil Code, the buyer bears the costs associated with returning the goods upon withdrawal from the purchase contract.
5. The buyer is obligated to return goods purchased under a sales contract from which the buyer has withdrawn, at the buyer's own expense, to the seller's registered office, or to deliver them to the seller's registered office, or to send or deliver them to the address that the seller will provide to the buyer upon receipt of the notice of withdrawal from the sales contract. The buyer is required to return the goods in the condition in which they were received, including all accessories and documentation, in particular the warranty card, instructions, etc.
6. The seller shall refund to the buyer who has withdrawn from the purchase agreement, no later than fourteen days after the withdrawal from the purchase agreement, all funds received from the buyer under the purchase agreement. The seller is not obligated to refund the funds received to the buyer until the buyer has returned the purchased goods to the seller or has provided verifiable proof that the goods have been shipped to the seller.
7. If the goods that the buyer is required to return to the seller upon withdrawal from the sales contract have been destroyed or consumed, the buyer is obligated to pay the seller monetary compensation as consideration for what can no longer be returned. In the event of partial damage to the goods, the seller is entitled to compensation for damages and may set off this claim against the refunded purchase price of the goods.
8. A buyer who is a consumer may not withdraw from a concluded contract for the reasons specified in Section 1837 of the Civil Code.
9. A buyer who is an entrepreneur is not entitled to withdraw from a concluded purchase contract within the meaning of this article.

VII. The Seller's Right to Withdraw from the Sales Contract

1. The Seller reserves the right to withdraw from the sales contract in the event that the goods are unavailable because they are no longer manufactured or supplied, or because the price charged by the supplier to the Seller has changed significantly, making it impossible to deliver the goods to the Buyer at the originally offered price.
2. Before withdrawing from the contract for the reasons stated in the previous paragraph, the Seller will contact the Buyer to agree on the next steps.
3. Another reason for withdrawing from the contract is a situation in which the Buyer violates or has violated international sanctions imposed against Russia and Belarus.

VIII. Rights Arising from Defective Performance

1. The rights and obligations of the seller and the buyer regarding claims arising from defective performance are governed by the relevant provisions of the Civil Code.
2. The buyer is not entitled to a claim arising from defective performance if the buyer knew that the item was defective prior to taking delivery of the goods, or if the buyer caused the defect themselves.
3. The buyer is obligated to notify the seller of any defects in the goods without undue delay.
4. The buyer agrees to review the seller's warranty terms, including the operating or user manual, before using the purchased goods for the first time, and to strictly adhere to these documents thereafter.

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5. Otherwise, the buyer runs the risk of damaging the purchased goods through improper use and will not be able to assert a claim for the resulting defect under their right arising from liability for defects.
6. A buyer who is a business is entitled to assert a claim for a defect that the goods had at the time the risk of damage passed to the buyer, or for a defect that arose later and was caused by the seller's breach of duty.
7. The seller does not provide a warranty for the purchased goods to a buyer who is a business entity, unless the seller expressly provides such a warranty to the buyer in writing.
8. A buyer who is a consumer is entitled to assert a claim for a defect that arises in the purchased goods within twenty-four months of taking delivery of the goods. If a defect becomes apparent within six months of taking delivery, the item is deemed to have been defective at the time of delivery.
9. If the purchased goods are defective, a buyer who is a consumer may also request delivery of new, defect-free goods, provided that this is not disproportionate given the nature of the defect; however, if the defect concerns only a part of the goods, the buyer may request only the replacement of that part; if this is not possible, the buyer may withdraw from the contract. However, if this is disproportionate given the nature of the defect—particularly if the defect can be remedied without undue delay—the consumer buyer has the right to have the defect remedied free of charge. The buyer also has the right to receive new goods or to have a part replaced in the case of a removable defect if the buyer cannot properly use the goods due to the defect recurring after repair or due to multiple defects. In such a case, the buyer also has the right to withdraw from the contract.
10. If a buyer who is a consumer does not withdraw from the contract or does not exercise the right to have new goods without defects delivered, to have a part replaced, or to have the goods repaired, the buyer may request a reasonable discount. A consumer buyer is entitled to a reasonable discount even if the seller is unable to deliver new goods free of defects, replace a part, or repair the goods, as well as in cases where the seller fails to remedy the situation within a reasonable time or where remedying the situation would cause the consumer significant hardship.
11. The seller's liability for defects does not apply to normal wear and tear of the goods caused by their use by the buyer or another person.
12. If a buyer who is a consumer files a complaint regarding the purchased goods within the warranty period, the seller is obligated to resolve the complaint—including a professional assessment of the defect that is the subject of the complaint—within 30 days of the complaint being filed with the seller, unless the seller and the buyer agree on a different deadline.
13. The buyer is required to file a complaint with the seller without undue delay after discovering a defect. If the buyer files the complaint in writing or electronically, the complaint notice must include the buyer's identification, a reference to the purchase agreement, a description of the defects found, and the claim being asserted as a result of the defect. Along with the complaint notice, the buyer must submit proof of purchase and the goods that are the subject of the complaint. Upon receipt of the complaint, the seller will issue a confirmation to the buyer and send it to the buyer's email address. The seller will also notify the buyer of the assessment of the complaint's validity and the method of resolving the complaint. In the event of an unjustified

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complaint, the buyer is not entitled to reimbursement of the costs associated with handling the complaint.

VIII. Dispute Resolution

1. Any disputes between the seller and the buyer shall be resolved by the general courts of the Czech Republic.
2. The seller undertakes to seek, as a matter of priority, an out-of-court resolution of disputes with the buyer, provided the buyer does not refuse such a resolution.
3. Supervision of compliance with the obligations under Act No. 634/1992 Coll., on Consumer Protection, is carried out by the Czech Trade Inspection Authority.
4. Supervision of compliance with personal data protection is carried out by the Office for Personal Data Protection.

X. Final Provisions

1. The Seller reserves the right to unilaterally amend these Terms and Conditions. The Seller will post notice of any changes to the Terms and Conditions on the website www.hennlich.cz.
2. These Terms and Conditions apply, as set forth on the Seller's website, to purchase agreements between the Seller and the Buyer that were entered into while these Terms and Conditions were in effect.
3. The Seller reserves the right to restrict or temporarily or permanently prevent the Buyer from using the online store.
4. If any provision of these Terms and Conditions is or becomes invalid or unenforceable, it shall be replaced by a provision that most closely approximates the intent of the invalid provision. The invalidity or ineffectiveness of a single provision shall not affect the validity of the remaining provisions. Any amendments or additions to the purchase agreement or these Terms and Conditions must be made in writing.
5. These Terms and Conditions shall take effect on June 18, 2026.

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