



General Terms and Conditions

I.

Basic provision

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

Oskola s. r. o.

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(hereinafter referred to as "Seller")

2. These Terms and Conditions regulate the mutual rights and obligations of the Seller and the natural person who concludes the purchase contract outside its business as a consumer or in the course of its business (hereinafter referred to as the "Buyer") through a web interface located on www.oskolaprint.eu (hereafter referred to as the "Internet Shop").
3. The provisions of the Terms and Conditions form an integral part of the purchase contract. Divergent provisions in the sales contract shall take precedence over the provisions of these terms and conditions.
4. These Terms and Conditions and the Purchase Agreement are concluded in Czech, translation is available in German, Slovak and English
5. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective date of the previous version of the Terms and Conditions

II.

Product information and prices

1. Information about the goods, including the prices of the individual goods and its main characteristics are given for the individual goods in the online store catalog. The prices of the goods shall be inclusive of value added tax, all related charges and the cost of returning the goods, if such goods cannot by their nature be returned by normal postal service. Prices of goods remain valid for

as long as they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually negotiated conditions.

2. All presentation of the goods placed in the catalog of the e-shop is of informative character and the seller is not obliged to conclude a purchase contract regarding these goods.
3. Information on the cost of packaging and delivery of goods is published in the online shop. Information about the costs associated with packaging and delivery of goods stated in the online store is valid 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 may not be combined, unless the seller and the buyer agree otherwise.

III.

Order and conclusion of the purchase contract

1. The costs incurred by the Buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the Buyer himself. These costs do not differ from the standard rate.
2. The buyer orders the goods in the following ways:
 - through his / her customer account if he / she has previously registered in the online store,
 - filling in the order form without registration.
3. When placing an order, the buyer selects the goods, the number of items, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data entered in the order. The buyer sends the order to the seller by clicking the submit order button. The data listed in the order they are deemed correct by the seller. The condition of validity of the order is to fill in all required information in the order form and to confirm the buyer that he / she has become acquainted with these terms and conditions.
5. Upon receipt of the order, the Seller shall send to the Buyer a confirmation of receipt of the order to the email address entered by the Buyer upon ordering. This confirmation shall be deemed to be the conclusion of the contract. Attached to the confirmation are the current business conditions of the seller. The purchase contract is concluded by the seller confirming the order to the buyer's email address.

6. In the event that any of the requirements specified in the order cannot be met by the Seller, he will send the Buyer a modified offer to the Buyer's email address. The amended offer is considered a new draft of the purchase contract and the purchase contract is in this case concluded by the buyer confirming the acceptance of this offer to the seller's email address stated in these terms and conditions.
7. All orders received by the Seller are binding. The buyer may cancel the order until the buyer receives a notification of receipt of the order by the seller. The Buyer may cancel the order by telephone to the Seller's telephone number or email specified in these Terms and Conditions.
8. If there is an obvious technical error on the part of the Seller in the price of the goods in the online store or during ordering, the Seller shall not be obliged to deliver the goods to the Buyer for this obviously erroneous price even if the Buyer has been sent receiving an order according to these terms and conditions. The Seller shall inform the Buyer of the error without undue delay and send the Buyer a modified offer to the Buyer's email address. The amended offer is considered a new draft of the purchase contract and the purchase contract is in this case concluded by confirmation of receipt by the buyer to the email address of the seller.

IV.

Customer's account

1. Based on the buyer's registration in the online store, the buyer can access his customer account. From his customer account, the buyer can order goods. The buyer can also order goods without registration.
2. When registering in the customer account and ordering goods, the buyer is obliged to provide correct and truthful information. The Buyer is obliged to update the data entered 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 his customer account. The Seller is not responsible for possible misuse of the customer account by third parties.
4. The Buyer is not entitled to allow third parties to use the Customer Account.
5. The Seller may cancel the user account, especially if the buyer no longer uses his user account, or if the buyer breaches his obligations under the purchase contract and these terms and conditions.

6. The Buyer acknowledges that the user account may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, respectively. necessary maintenance of third party hardware and software.
7. Any user providing his / her own pictures, photos, etc. is liable in the event of copyright infringement. You confirm that you are the copyright owner by uploading images that comply with our Terms and Conditions
8. Credit system:
 - 1 point = 1 CZK
 - Other countries - fixed exchange rate of the euro (monthly)Points can be earned for sales through user-created products. User purchases these products by other customers.

V.

Payment terms and delivery of goods

1. The buyer may pay the price of the goods and any costs associated with the delivery of the goods under the purchase contract in the following ways:
 - cashless transfer to the seller's bank account 2700551523/2010, kept in Fio banka
 - cashless payment card
 - wire transfer to the seller's account via GoPay or PayPal payment gateway.
 - Cash on delivery upon receipt of goods
2. In cash for personal collection at the premises Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price includes the costs associated with the delivery of goods.
3. In the case of cash payment, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is due within 14 days of the conclusion of the purchase contract.
4. In the case of payment through a payment gateway, the buyer shall follow the instructions of the respective electronic payment provider.
5. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the seller's bank account.

6. The Seller does not require any advance payment or other similar payment from the Buyer. The payment of the purchase price before sending the goods is not a deposit.
7. Pursuant to the Act on Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online, in case of technical failure, within 48 hours at the latest
8. Goods are delivered to the buyer:
 - to the address specified by the buyer of the order
 - through the parcel dispatcher to the address of the dispenser designated by the buyer,
 - personal collection at the seller's premises
9. The method of delivery is selected when ordering the goods.
10. The cost of delivery of the goods depending on the method of sending and receiving the goods are stated in the buyer's order and in the order confirmation by the seller. If the mode of transport is negotiated on the basis of a special request of the buyer, the buyer bears the risk and possible additional costs associated with this mode of transport.
11. If the Seller is obliged 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 due to reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in another way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the goods, respectively. costs associated with other delivery methods.
12. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects notify the carrier immediately. In the event of a violation of the packaging, which indicates unauthorized entry into the shipment, the buyer need not take the shipment from the carrier.
13. The Seller shall issue to the Buyer a tax document - an invoice. The tax document is attached to the delivered goods.
14. The buyer acquires title to the goods by paying the full purchase price for the goods, including delivery costs, but at the earliest upon receipt of the goods. Liability for accidental destruction, damage or loss of the goods shall pass to the Buyer at the moment of acceptance of the goods or at the moment when the Buyer was obliged to take over the goods, but did not do so contrary to the purchase contract.

VI.

Withdrawal from the contract

1. The buyer who concluded the purchase contract outside his business as a consumer has the right to withdraw from the purchase contract.
2. The withdrawal period shall be 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 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 may not withdraw from the purchase contract:
 - the provision of services if they were performed with his prior explicit consent before the withdrawal period has expired and the seller has informed the buyer that he is not entitled to withdraw from the contract prior to the conclusion of the contract,
 - the supply 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,
 - the delivery of goods that have been customized according to the buyer's wishes or for his person,
 - delivery of digital content, if not delivered on a tangible medium and delivered with the Buyer's prior express consent before the withdrawal period has expired and the Seller has informed the Buyer that he is not entitled to withdraw from the contract prior to the conclusion of the contract;
 - in other cases referred to in § 1837 of the Civil Code.
4. To comply with the withdrawal period, the buyer must send a withdrawal statement within the withdrawal period.
5. For withdrawal from the contract, the buyer may use the model withdrawal form provided by the seller. Withdrawal from the Purchase Agreement shall be sent by the Buyer to the Seller's email or delivery address specified in these Terms and Conditions. The Seller shall confirm the 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 from the withdrawal from the contract to the seller. The Buyer shall bear the costs of returning the goods to the Seller, even if the goods cannot be returned by their normal postal nature.

7. If the Buyer withdraws from the Contract, the Seller shall return to the Buyer without delay, but no later than 14 days after the withdrawal from the Contract, all funds, including delivery costs, which he has received from him, in the same manner. The Seller shall refund the money received to the Buyer in another way only if the Buyer agrees with it and does not incur additional costs.
8. If the Buyer has chosen a method other than the cheapest method of delivery offered by the Seller, the Seller shall return to the Buyer the cost of delivery of the goods corresponding to the cheapest method of delivery offered.
9. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before the buyer hands over the goods or proves that the goods sent to the seller.
10. The goods must be returned to the seller by the buyer undamaged, unused and unpolluted and if possible in the original packaging. The Seller is entitled to unilaterally set off the claim for compensation of damage incurred to the Goods against the Buyer's claim for refund of the purchase price.
11. The Seller is entitled to withdraw from the Purchase Agreement due to the stock sellout, unavailability of the goods or if the manufacturer, importer or supplier of the goods has stopped the production or import of the goods. The Seller shall promptly inform the Buyer via the email address specified in the order and shall return all funds, including delivery costs, received by the Buyer within 14 days of the notice of withdrawal, in the same way or in the manner specified by the Buyer.

VII.

Rights from defective performance

1. The seller is liable to the buyer that the goods have no defects at takeover. In particular, the Seller is liable to the Buyer that at the time the Buyer has received the goods:
 - the goods have properties agreed upon by the parties and, in the absence of an agreement, the goods described by the seller or the manufacturer or expected by the buyer with regard to the nature of the goods and the advertising they carry out;
 - the goods are fit for the purpose stated by the seller or for which goods of this kind are usually used,
 - the goods correspond to the agreed sample or model in terms of quality or design, if the quality or design was determined according to the agreed sample or model,
 - the goods are of an appropriate quantity, measure or weight; and
 - the goods comply with legal requirements.

2. If the defect becomes apparent within six months of receipt of the goods by the buyer, the goods shall be deemed to have been defective at the time of receipt. The buyer is entitled to exercise the right from a defect that occurs in consumer goods within twenty-four months of receipt. This provision shall not apply to goods sold at a lower price for a defect for which the lower price has been agreed, to wear of the goods caused by its normal use, to second-hand goods for defects corresponding to the level of use or wear because of the nature of the goods.
3. In the event of a defect, the Buyer may submit a claim to the Seller and request:
 - exchange for new goods,
 - repair of goods,
 - a reasonable discount on the purchase price,
 - withdraw from the contract.
4. The buyer has the right to withdraw from the contract,
 - if the goods have a material defect,
 - if the item cannot be properly used for the repeated occurrence of a defect or defects after repair,
 - in the case of multiple defects in goods.
5. The Seller is obliged to accept the complaint at any establishment in which acceptance of the complaint is possible, possibly also at the registered office or place of business. The Seller is obliged to issue a written confirmation to the Buyer when the Buyer has exercised the right, what is the content of the complaint and what method the complaint is requested by the Buyer, as well as confirmation of the date and method of handling the complaint, rejection of the complaint.
6. The Seller or an employee authorized by the Seller shall decide on the claim immediately, in complex cases within three working days. This period does not include a reasonable time depending on the type of product or service required for expert assessment of the defect. Complaints, including the removal of defects, must be handled promptly, no later than 30 days from the date of the claim, unless the seller and the buyer agree on a longer period. The expiry of this period in vain is considered a substantial breach of the contract and the buyer has the right to withdraw from the contract. The moment of claiming is considered to be the moment when the buyer's manifestation (exercise of the right from defective performance) occurs to the seller.
7. The Seller shall inform the Buyer in writing of the result of the claim.

8. The buyer does not have the right to defective performance if the buyer knew before the takeover of the thing that the thing was defective or if the buyer caused the defect himself.
9. In the case of a justified claim, the buyer has the right to reimbursement of reasonably incurred costs incurred in connection with the claim. The Buyer may exercise this right with the Seller within one month after the warranty period has expired.
10. The buyer has the choice of the method of complaint.
11. The rights and obligations of the contracting parties in respect of 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.
12. Other rights and obligations of the parties related to the seller's liability for defects are regulated by the seller's complaints procedure.

VIII.

Delivery

13. The Contracting Parties may transmit all written correspondence to each other by electronic mail.
14. The Buyer shall deliver correspondence to the Seller at the email address stated in these Terms and Conditions. The Seller shall deliver the correspondence to the Buyer to the email address stated in his customer account or order.

IX.

Out-of-court settlement of disputes

15. The Czech Trade Inspection, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No .: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the sales contract.
16. European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of on 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No

2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).

17. 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 appropriate trade licensing office. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On consumer protection.

X.

Final Provisions

1. All arrangements between the Seller and the Buyer shall be governed by the laws of the Czech Republic. If the relationship established by the purchase agreement contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This is without prejudice to consumer rights arising from generally binding legal regulations.
2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of § 1826 para. e) of the Civil Code.
3. All rights to the Seller's website, in particular copyright to the content, including page layout, photos, movies, graphics, trademarks, logos and other content and elements, belong to the Seller. It is forbidden to copy, modify or otherwise use the website or its part without the consent of the seller.
4. The Seller shall not be liable for errors resulting from interference of third parties in the Internet shop or as a result of its use contrary to its purpose. When using the online store, the buyer must not use procedures that could adversely affect its operation and must not engage in any activity that could allow him or third parties to tamper with or misuse the software or other components of the online store and use the online store, or parts or software equipment in such a manner as to conflict with its purpose or purpose.
5. The Buyer hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.
6. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
7. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective date of the previous version of the Terms and Conditions.



These Terms and Conditions come into effect on 1 September. 2019