

Terms and Conditions

These Terms and Conditions ("Terms") of Prostor, spol. s r.o., with registered office at Šimáčkova 204, 628 00, Brno, ID No. 46980024, registered in the Commercial Register under No. C 8077, maintained at the Regional Court in Brno, e-mail: kreativni@prostor.cz, telephone number: +420 607 552 687, +420 545 214 576, business premises, Civil Code, as amended (the "Civil Code"), the mutual rights and obligations of You, as the Buyer, and Us, as the Seller, arising in connection with or based on the purchase contract (the "Contract") concluded through the E-shop on the website <https://kreativni.prostor.cz>.

All information about the processing of your personal data is contained in the Personal Data Processing Policy, which can be found here <https://kreativni.prostor.cz/en/privacy-policy/>

The provisions of these Terms are an integral part of the Contract. The Contract and the Terms and Conditions are drawn up in the Czech language. We may unilaterally amend or supplement the Terms and Conditions. This provision does not affect any rights and obligations arising during the period of effectiveness of the previous version of the Terms.

As you know, we primarily communicate remotely. Therefore, our Contract is also subject to the use of means of distance communication that allow us to agree with each other without the simultaneous physical presence of Us and You, and the Contract is thus concluded remotely in the E-shop environment, through the interface of the website ("E-shop web interface").

If any part of the Terms contradicts what We have mutually agreed as part of the process of Your purchase on Our E-Shop, that particular agreement will prevail over the Terms.

1. SOME DEFINITIONS

1.1 Price means the amount of money you will pay for the Goods;

1.2 The Shipping Price is the amount of money You will pay for the delivery of the Goods, including the cost of packing them;

1.3 The Total Price is the sum of the Price and the Shipping Charge;

1.4. VAT is value added tax in accordance with applicable law;

1.5 The Invoice is a tax document issued in accordance with the Value Added Tax Act for the Total Price;

1.6 The Order is Your binding proposal to enter into a Contract for the purchase of Goods with Us;

1.7 User Account means an account set up on the basis of the data provided by You, which allows the storage of the data entered and the storage of the history of Goods ordered and Contracts concluded;

1.8. you are the person shopping on Our E-shop, legally referred to as the buyer;

1.9. the Goods are anything you can purchase on the E-Shop.

2. GENERAL PROVISIONS AND INSTRUCTIONS

2.1 Purchase of the Goods is only possible through the web interface of the E-shop.

2.2 When purchasing the Goods, it is Your obligation to provide Us with all information correctly and truthfully. We will therefore consider the information You have provided to Us in the Order to be correct and truthful.

2.3 We also provide access to reviews of the Goods made by other consumers on Our E-Shop. We ensure and control the authenticity of such reviews by linking the reviews to specific Orders, so that we can see the linked Order ID for each review in our internal system and are able to verify and prove that the review is from a real consumer.

3. CONCLUSION OF THE CONTRACT

3.1 The contract with Us can only be concluded in the Czech language.

3.2 The contract is concluded remotely via the E-shop, with the costs of using remote means of communication being borne by You. However, these costs do not differ in any way from the basic rate you pay for the use of these means (i.e. in particular for access to the Internet), so you do not have to expect any additional costs charged by Us beyond the Total Price. By submitting an Order, You agree to Our use of remote communication facilities.

3.3 In order for Us to enter into the Contract, You must create an Order on the E-Shop. This must include the following information:

a) Information about the Goods you are purchasing (on the E-shop you indicate the Goods you are interested in purchasing by clicking on the "Add to Cart" button);

b) Information about the Price, Shipping Charge, method of payment of the Total Price and the desired method of delivery of the Goods; this information will be entered as part of the creation of the Order within the user interface of the E-shop, whereby the information about the Price, Shipping Charge and Total Price will be provided automatically based on the Goods, their delivery and payment method selected by you;

c) Your identification and contact details used to enable us to deliver the Goods, in particular your name, surname, delivery address, telephone number and email address.

3.4 During the creation of the Order, the Customer may change and check the data until its completion. After checking by pressing the "Order with payment obligation" button, the Order will be completed. However, before pressing the button, you must confirm that you have read and agreed to these Terms and Conditions, otherwise you will not be able to complete the Order. The check box is used to confirm and agree. After pressing the "Order with payment obligation" button, all completed information will be sent directly to us.

3.5 We will confirm your Order as soon as possible after it is received by Us by a message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms and Conditions as an attachment to the email message. The Terms and Conditions as in force on the date of the Order, i.e. as attached as an attachment to the confirmation email, form an integral part of the Contract. Confirmation of the Order constitutes the conclusion of the Contract between Us and You.

3.6 There may be occasions when We are unable to confirm an Order to You. This includes situations where the Goods are not available or where You order more Goods than We are able to supply. However, we will always provide you with information about the maximum number of Goods in advance within the E-shop and it should not come as a surprise to you. In the event that there is any reason why we cannot confirm the Order, we will contact you and send you an offer to enter into a Contract in a form amended from the Order. In such a case, the Contract will be concluded at the time You confirm Our offer.

3.7 In the event that an obviously incorrect Price is stated within the E-shop or in the Order, we are not obliged to deliver the Goods to you at that Price even if you have received confirmation of the Order and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to enter into a new Contract in an amended form compared to the Order. In such a case, the new Contract will be concluded at the moment You confirm Our offer. An apparent error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other retailers or a missing or missing digit.

3.8 In the event that the Contract is concluded, You shall be obliged to pay the Total Price.

3.9 If you have set up a User Account, you may place an Order through it. However, even in this case, you are obliged to check the accuracy, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is the same as in the case of a buyer without a User Account, but the advantage is that it is not necessary to fill in your identification data repeatedly.

3.10. In some cases we allow you to take advantage of a discount on the purchase of Goods. (discount coupon or gift voucher) In order for the discount to be granted, you must fill in the details of the discount in the predefined field within the Order proposal. If you do so, the Goods will be provided to you at a discount.

4. USER ACCOUNT

4.1 You can access your User Account based on your registration within the E-shop.

4.2 When registering for a User Account, it is your responsibility to provide all the details you enter correctly and truthfully and to update them if they change.

4.3 Access to the User Account is secured by a username and password. It is Your responsibility to maintain confidentiality regarding these access details and not to disclose these details to anyone. In the event that they are misused, we shall not be liable for this.

4.4 The user account is personal and you are therefore not entitled to allow third parties to use it.

4.5 We may terminate your User Account, in particular if you have not used it for more than 5 years or if you breach your obligations under the Agreement.

4.6 Your User Account may not be available continuously, in particular with regard to necessary maintenance of hardware and software.

5. PRICE AND PAYMENT TERMS, RESERVATION OF TITLE

5.1 The price is always stated in the E-shop, in the Order proposal and of course in the Contract. In the event of a discrepancy between the Price stated for the Goods within the E-shop and the Price stated in the Order Proposal, the Price stated in the Order Proposal shall apply and shall always be the same as the price in the Contract. Within the Order proposal, the Price for shipping is also indicated, or the conditions under which shipping is free of charge.

5.2 The total Price is quoted inclusive of VAT including any charges provided for by law.

5.3 Payment of the Total Price will be required from You after the Contract has been concluded and before delivery of the Goods. You may pay the Total Price by the following methods:

(a) By bank transfer. We will send you the information for making the payment as part of the Order confirmation. In the case of payment by bank transfer, the Total Price is payable within 3 working days, after which the Order will be cancelled.

b) By online card. In this case, payment is made via the Shoptet Pay payment gateway, and payment is subject to the terms and conditions of this payment gateway, which are available at: <https://www.shoptetpay.com/cs/vseobecne-obchodni-podminky-shoptet-pay/>. In the case of payment by card online, the total price is due within 3 working days, after which the order will be cancelled.

c) PayPal payment. In this case, payment is made through the PayPal payment gateway and payment is subject to the terms and conditions of this payment gateway, which are available at: <https://www.paypal.com/cz/home>. In the case of this payment, the total price is due within 3 working days, after which the order will be cancelled.

d) Cash on delivery. In this case, payment will be made on delivery of the Goods against delivery of the Goods. In the case of payment on delivery, the Total Price is payable on receipt of the Goods.

e) By cash or credit card on collection of the Goods in person at Our premises. In the case of payment by cash or credit card on collection in person, the Total Price is payable on receipt of the Goods.

5.4 An invoice will be issued electronically upon payment of the Total Price and will be sent to Your email address. The invoice will also be physically attached to the Goods and available in the User Account.

5.5 Title to the Goods will only pass to You once You have paid the Total Price and accepted the Goods. In the case of payment by bank transfer, the Total Price is paid by crediting Our account, otherwise it is paid at the time of payment.

6. DELIVERY OF THE GOODS, TRANSFER OF RISK OF DAMAGE TO THE GOODS

6.1 The goods will be delivered to you in the shortest possible time by the method of your choice, whereby you can choose from the following options:

(a) Personal collection at Our premises in Brno Slatina, Drážní 1182/5, 62700;

b) Personal collection at the company's outlets in the Czech Republic and Slovakia

c) Delivery via contracted transport companies;

6.2. The goods can be delivered within the Czech Republic and other selected European countries

6.3 The delivery time of the Goods always depends on their availability and the chosen method of delivery and payment. The estimated delivery time of the Goods will be communicated to you in the Order confirmation. The time stated in these Terms is indicative only and may differ from the actual delivery time. In the case of personal collection at our premises, we will always inform you of the possibility of collecting the Goods by e-mail.

6.4 Upon receipt of the Goods from the carrier, it is Your responsibility to check the integrity of the packaging of the Goods and in the event of any defects to notify the carrier and Us immediately. In the event that there is any defect in the packaging which is indicative of tampering and entry into the shipment, it is not Your obligation to accept the Goods from the Carrier.

6.5 In the event that You breach Your obligation to accept the Goods, except in accordance with clause 6.4 of the Conditions, this shall not result in a breach of Our obligation to deliver the Goods to You. At the same time, Your failure to accept the Goods shall not constitute a repudiation of the Contract between Us and You. However, in such a case, We shall have the right to withdraw from the Contract on the grounds of Your material breach of the Contract or to store the Goods, for which We shall be entitled to a payment of CZK 150 from You. If we decide to withdraw from the Contract, the withdrawal shall be effective on the day we deliver the withdrawal to you. Withdrawal from the Contract does not affect the right to payment of the Shipping Price or the right to compensation for damages, if any.

6.6 If, for reasons arising on Your part, the Goods are redelivered or delivered in a different manner than agreed in the Contract, it is Your responsibility to reimburse Us for the costs of such redelivery. The payment details for payment of these costs will be sent to Your email address set out in the Contract and are payable 14 days from receipt of the email.

6.7 The risk of damage to the Goods shall pass to You when You take delivery of them. If you do not take delivery of the Goods, except in accordance with clause 6.4 of the Conditions, the risk of damage to the Goods shall pass to you at the time when you had the opportunity to take delivery of the Goods but for reasons beyond your control did not take delivery. The transfer of the risk of damage to the Goods means that from that moment on you bear all consequences related to the loss, destruction, damage or any deterioration of the Goods.

6.8 In the event that the Goods are not listed as in stock in the E-shop and an indicative period of availability has been given, we will always inform you in the event that:

- a) an extraordinary failure in the production of the Goods and we will always provide you with a new expected period of availability or information that the Goods cannot be delivered;
- b) a delay in the delivery of the Goods from Our Supplier and We will always tell You the new expected delivery time.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1 We warrant that at the time the risk of damage to the Goods passes pursuant to Article 6.7 of the Conditions, the Goods are free from defects, in particular that the Goods:

- a) corresponds to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
- b) it is fit for the purpose for which you require it and to which we agree;
- c) it is supplied with the agreed accessories and instructions for use, including instructions for assembly or installation;
- d) it is fit for the purpose for which Goods of that kind are normally used;
- e) it is equivalent in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of Goods of the same kind that you can reasonably expect, including in the light of public statements made by us or by any other person in the same contractual chain, in particular advertising or labelling;
- f) it is supplied with such accessories, including packaging, assembly instructions and other instructions for use, as you might reasonably expect; and
- g) corresponds in quality or workmanship to the sample or sample provided to you before the conclusion of the contract.

7.2 The rights and obligations regarding the rights of defective performance are governed by the applicable generally binding legal provisions (in particular the provisions of Sections 2099 to 2117 and 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).

7.3 In the event that the Goods are defective, i.e. in particular if any of the conditions under Article 7.1 are not fulfilled, you may notify Us of such defect and exercise your rights under the defective performance (i.e. claim the Goods) by sending an e-mail to kreativni@prostor.cz or a letter to the address specified in Our identification data, or in person at Prostor, spol. s r.o., Brno 627 00, Drážní 1182/5. You may also use the sample form provided by Us for the complaint, which is attached as Annex 1 to the Terms and Conditions. In exercising the right of defective performance, you must choose how you want to resolve the defect, and you cannot subsequently change this choice without Our consent. We will settle the claim in accordance with the defective performance right You have exercised.

7.4 If the Goods are defective, You have the following rights:

- a) to remedy the defect by supplying new Goods without the defect or by supplying the missing part of the Goods;
or
- b) to remedy the defect by repairing the Goods,

unless the chosen method of remedying the defect is impossible or disproportionately costly compared to the other method, which will be assessed having regard in particular to the significance of the defect, the value the Goods would have without the defect and whether the defect can be remedied by the other method without significant inconvenience to you.

7.5 We shall be entitled to refuse to remedy the defect if it is impossible or unreasonably costly to do so, having regard in particular to the significance of the defect and the value the Goods would have had without the defect.

7.6 You also have the right to:

a) a reasonable discount on the Price; or

b) withdrawal from the Contract,

if:

a) We refuse to remedy the defect or fail to remedy it in accordance with the law;

b) the defect is repeated,

c) the defect is a material breach of the Contract; or

d) it is apparent from our statement or the circumstances that the defect will not be remedied within a reasonable time or without substantial hardship to you.

7.7 There is no right to withdraw from the Contract if the defect in the Goods is insignificant.

7.8 If you have caused the defect in the Goods yourself, you shall not be entitled to rights under the defective performance.

7.9 A defect in the Goods is not wear and tear caused by normal use of the Goods or, in the case of second-hand Goods, wear and tear corresponding to the extent of their previous use.

7.10 When you make a claim, we will issue you with a written confirmation stating:

a) the date on which you made the claim;

b) what the claim is about;

c) what method of settlement you require;

d) your contact details for the purpose of providing you with information about the handling of the claim.

7.11. Unless we agree on a longer period of time, we will remedy the defects within 30 days of receipt of the complaint and provide you with information on the handling of the complaint to the contact details provided. If this period expires in vain, you may withdraw from the Contract or demand a reasonable discount.

7.12. We will inform You by email of the resolution of the complaint and issue You with a confirmation of the date and manner of resolution of the complaint. If the claim is justified, you will be entitled to a refund of the reasonable costs incurred. You are obliged to provide proof of these costs, e.g. receipts or shipping receipts. In the event that the defect has been rectified by the delivery of new Goods, it is Your responsibility to return the original Goods to Us, but We shall bear the cost of such return.

7.13. If You are a business, it is Your obligation to notify and complain about the defect without undue delay after You have been able to discover it, but no later than three days after You have received the Goods.

7.14. If you are a consumer, you have the right to exercise your rights under the defective performance for a defect that occurs in consumer Goods within 24 months of receipt of the Goods.

8. WITHDRAWAL FROM THE CONTRACT

8.1 Withdrawal from the Contract, i.e. the termination of the contractual relationship between Us and You from its inception, may occur for the reasons and in the ways specified in this Article or in other provisions of the Terms and Conditions in which the possibility of withdrawal is expressly stated.

8.2 In the event that you are a consumer, i.e. a person purchasing the Goods outside the scope of your business activity, you have the right to withdraw from the Contract without giving any reason within 14 days from the date of conclusion of the Contract, or if it is a purchase of goods, then within 14 days from the date of receipt of the goods. In the event that we have concluded a Contract where the subject matter is several pieces of Goods or the delivery of several parts of Goods, this period shall commence only on the date of delivery of the last piece or part of Goods, and in the event that we have concluded a Contract under which we will deliver the Goods to you regularly and repeatedly, it shall commence on the date of delivery of the first delivery.

8.3 You may withdraw from the Contract by any demonstrable means (in particular, by sending an email or letter to Our address as set out in Our identification details). You may also use the sample form provided by Us for withdrawal, which is attached as Schedule 2 to the Terms and Conditions.

8.4 However, even as a consumer, You may not withdraw from the Contract in cases where the subject matter of the Contract is the performance referred to in Section 1837 of the Civil Code.

8.5 The withdrawal period under Article 8.2 of the Terms and Conditions shall be deemed to have been observed if You send Us a notice that You withdraw from the Contract during the withdrawal period.

8.6 In the event of withdrawal from the Contract pursuant to Article 8.2 of the Conditions, You are obliged to send the Goods to Us within 14 days of withdrawal and You shall bear the costs of returning the Goods to Us. You are, in turn, entitled to a refund of the Shipping Charge by Us, but only in an amount equivalent to the cheapest method of delivery offered by Us for delivery of the Goods. In the event of cancellation due to a breach of the Contract by Us, We shall also pay the costs of returning the Goods to Us, but again only up to the amount of the Shipping Charge corresponding to the cheapest delivery method offered by Us for delivery of the Goods.

8.7 In the event of cancellation of the Contract, the Price will be refunded to You within 14 days of the effective date of cancellation to the account from which it was credited or to the account selected by the canceller. However, the amount will not be refunded until We have received the Goods or You have provided Us with evidence that they have been returned to Us. Please return the Goods to Us clean, including the original packaging where possible.

8.9 We are entitled to withdraw from the Contract at any time before we deliver the Goods to you if there are objective reasons why the Goods cannot be delivered (in particular, reasons on the part of third parties or reasons based on the nature of the Goods), even before the expiry of the period specified in Article Error! Reference source not found.. of the Terms. We may also withdraw from the Contract if it is clear that you have deliberately provided incorrect information in the Order. If you are purchasing goods in the course of your business, i.e. as an entrepreneur, we are entitled to withdraw from the Contract at any time, even without giving a reason.

9. CONSUMER DISPUTE RESOLUTION

9.1 We are not bound by any codes of conduct in relation to buyers within the meaning of Section 1826 (1) (e) of the Civil Code.

9.2 We handle consumer complaints via the electronic address kreativni@prostor.cz. We will send information about the handling of the complaint to the buyer's electronic address.

9.3 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: <http://www.coi.cz>, is competent for out-of-court settlement of consumer disputes arising from the Contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, from a purchase contract concluded by electronic means.

9.4 The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under 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 online dispute resolution for consumer disputes).

10. FINAL PROVISIONS

10.1 If our legal relationship with you has an international element (e.g. we ship goods outside the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are a consumer, your rights under the law are not affected by this agreement.

10.2 All written correspondence with you will be delivered by electronic mail. Our email address is set out next to Our identification details. We will deliver correspondence to Your email address set out in the Agreement, in Your User Account or through which You have contacted Us.

10.3 The Agreement may only be amended by written agreement between Us. However, We may amend these Terms and Conditions, but such amendment will not affect any Contract already entered into, but will only affect any Contract entered into after the amendment takes effect. However, we will only inform you of the change if you have created a User Account (so that you have this information in case you order new Goods, but the change does not give rise to a right of termination as we do not have a Contract that can be terminated) or we are to supply you with Goods on a regular and recurring basis under the Contract. We will send you information about the change to your email address at least 14 days before the change takes effect. If we do not receive notice from you within 14 days of sending you information about the change, the new terms will become part of our Contract and will apply to the next supply of Goods after the change takes effect. The notice period in the event that you give notice is 2 months.

10.4 In the event of Force Majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures, etc.), We shall not be liable for any damage caused as a result of or in connection with the Force Majeure event and if the Force Majeure condition continues for more than 10 days, We and You shall have the right to withdraw from the Contract.

10.5 A sample claim form and a sample withdrawal form are attached to the Terms and Conditions.

10.6 The Contract, including the Conditions, is archived electronically with Us but is not accessible to You. However, You will always receive these Conditions and an Order Confirmation with a summary of the Order by email and You will therefore always have access to the Contract without Our involvement. We recommend that you always save the Order Confirmation and the Conditions.

10.7 These Terms and conditions take effect on 26.12.2022

ANNEX 1 - COMPLAINT FORM

Address: Prostor, spol. s r.o., Drazni 1182/5, Brno 627 00, Czech Republic

Making a claim

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Goods that are claimed:	
Description of defects Goods:	
Suggested method for handling the complaint:	

At the same time, I request a confirmation of the claim stating when I exercised this right, what is the content of the claim, what method of handling the claim I require, together with my contact details for the purpose of providing information on the handling of the claim.

Date:

Signature:

ANNEX 2 - WITHDRAWAL FORM

Address: Prostor, spol. s r.o., Drazni 1182/5, Brno 627 00, Czech Republic

I hereby declare that I withdraw from the Contract:

Date of conclusion of the Contract:	
Name and Surname:	
Address:	
E-mail address:	
Specification of the Goods to which the Contract relates:	
The method for reimbursement of the funds received, including, where applicable, the bank account number:	

If the buyer is a consumer, he has the right to order the goods through the e-shop of **Prostor, spol. s r.o., with registered office at Šimáčkova 204, 628 00, Brno, ID46980024 ("Company")** or other means of distance communication, except for the cases referred to in § 1837 of Act No. 89/2012 Coll, Civil Code, as amended, to withdraw from the already concluded purchase contract within 14 days from the date of conclusion of the contract, or if it is a purchase of goods, then within 14 days from its receipt. In the case of a contract involving several items of goods or the delivery of several parts of goods, this period shall not begin until the date of delivery of the last item or part of the goods, and in the case of a contract under which goods are to be delivered regularly and repeatedly, from the date of delivery of the first delivery.

The Buyer shall notify the Company of such cancellation in writing to the Company's business address or electronically to the e-mail address indicated on the sample form.

If the consumer purchaser withdraws from the contract of sale, he shall send or hand over to the Company the goods he has received from the Company without undue delay, but not later than 14 days after the withdrawal from the contract of sale.

If the consumer purchaser withdraws from the purchase contract, the Company shall refund to the consumer, without undue delay and no later than 14 days after the withdrawal from the purchase contract, all monies (purchase price of the goods delivered), including delivery costs, received from the consumer under the purchase contract in the same manner. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Company, the Company shall refund the Buyer the cost of delivery only in the amount corresponding to the cheapest method of delivery offered. The Company shall not be obliged to return the monies received to the Buyer until the Buyer has received the goods back or the Buyer has proved that he has sent the goods to the Company.

Date:

Signature: