

Terms and Conditions

of the company **PERFO LINEA a.s.**,
with registered office at K Májovu 1262, 537 01 Chrudim, Czech Republic,
Company ID: 259 57 716,
registered in the Commercial Register maintained by the Regional Court in Hradec Králové,
Section B, Insert 2193,
for the sale of goods via the online store located at
<http://shop.perfolinea.cz>,
<https://www.shopmetal.de/>,
<https://shop.perfolinea.com/>

1. Introductory Provisions

1.1.

These Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) of the company PERFO LINEA a.s., with registered office at K Májovu 1262, Chrudim IV, 537 01 Chrudim, Czech Republic, Company ID: 259 57 716, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 2193 (hereinafter referred to as the “Seller”), govern, in accordance with Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “Civil Code”), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a purchase agreement (hereinafter referred to as the “Purchase Agreement”) concluded between the Seller and another natural person (hereinafter referred to as the “Buyer”) through the Seller’s online store.

The online store is operated by the Seller via the website located at

<http://shop.perfolinea.cz>,
<https://www.shopmetal.de/>,
<https://shop.perfolinea.com/>

(hereinafter referred to as the “Website”), through its web interface (hereinafter referred to as the “Online Store Interface”).

1.2.

In cases where the person intending to purchase goods from the Seller is a legal entity or a natural person acting within the scope of their business activity or independent professional practice, the legal relationship between the Seller and such person is also governed by the special provisions of Article 12 of these Terms and Conditions.

1.3.

Any provisions deviating from these Terms and Conditions may be agreed in the Purchase Agreement. Such deviating provisions shall prevail over the provisions of these Terms and Conditions.

1.4.

These Terms and Conditions form an integral part of the Purchase Agreement. The Purchase Agreement and these Terms and Conditions are drawn up in the Czech language. The Purchase Agreement may be concluded in the Czech language.

1.5.

The Seller may amend or supplement the wording of these Terms and Conditions. This provision shall not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

2. User Account

2.1.

Based on the Buyer's registration on the Website, the Buyer may access their user interface. Through their user interface, the Buyer may place orders for goods (hereinafter referred to as the "User Account"). If the Online Store Interface allows so, the Buyer may also order goods without registration directly through the Online Store Interface.

2.2.

When registering on the Website and when placing orders for goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer is obliged to update the information stated in the User Account in the event of any change. The information provided by the Buyer in the User Account and when placing orders for goods shall be considered correct by the Seller.

2.3.

Access to the User Account is secured by a username and password. The Buyer is obliged to maintain confidentiality of the information necessary for access to their User Account.

2.4.

The Buyer is not entitled to allow third parties to use their User Account.

2.5.

The Seller may cancel the User Account, in particular if the Buyer has not used their User Account for more than two (2) years or if the Buyer breaches their obligations under the Purchase Agreement (including these Terms and Conditions).

2.6.

The Buyer acknowledges that the User Account may not be available continuously, in particular due to necessary maintenance of the Seller's hardware and software or due to necessary maintenance of hardware and software of third parties.

3. Conclusion of the Purchase Agreement

3.1.

All product presentations published in the Online Store Interface are for informational purposes only and the Seller is not obliged to conclude a purchase agreement regarding such goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.

3.2.

The Online Store Interface contains information about the goods, including the prices of individual products and the costs of returning the goods if such goods, by their nature, cannot be returned by ordinary postal means.

The prices of the goods are stated excluding VAT as well as including value added tax and all related charges. The prices remain valid for the period during which they are displayed in the Online Store Interface. This provision does not limit the Seller's ability to conclude a purchase agreement under individually agreed conditions.

3.3.

The Online Store Interface also contains information on the costs associated with packaging and delivery of goods. Unless explicitly stated otherwise, the information on packaging and delivery costs provided in the Online Store Interface applies only in cases where the goods are delivered within the territory of the Czech Republic.

3.4.

To order goods, the Buyer shall complete the order form in the Online Store Interface. The order form includes in particular information on:

3.4.1. the ordered goods (the Buyer places the ordered goods in the electronic shopping cart

of the Online Store Interface),

3.4.2. the method of payment of the purchase price and information on the required method of delivery of the ordered goods, and

3.4.3. information on the costs associated with the delivery of the goods (hereinafter referred to collectively as the "Order").

3.5.

Before submitting the Order to the Seller, the Buyer is allowed to check and modify the data entered in the Order, including with regard to the possibility of identifying and correcting errors made when entering data into the Order.

The Buyer submits the Order to the Seller by clicking the "SUBMIT" button. The data stated in the Order shall be deemed correct by the Seller.

The Seller shall confirm receipt of the Order to the Buyer without undue delay by e-mail sent to the Buyer's e-mail address specified in the Order (hereinafter referred to as the "Buyer's Electronic Address").

3.6.

Depending on the nature of the Order (quantity of goods, amount of the purchase price, expected transport costs), the Seller is always entitled to request additional confirmation of the Order from the Buyer (e.g. in writing, electronically or by telephone).

3.7.

The contractual relationship between the Seller and the Buyer is established upon delivery of the Order acceptance (acceptance confirmation), which is sent by the Seller to the Buyer by e-mail to the Buyer's Electronic Address.

3.8.

The Buyer agrees to the use of means of distance communication when concluding the purchase agreement. The costs incurred by the Buyer through the use of means of distance communication in connection with the conclusion of the purchase agreement (costs of internet connection, telephone charges) shall be borne by the Buyer, and such costs shall not differ from the basic rate.

4. Price of Goods and Payment Terms

4.1.

The Buyer may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Agreement to the Seller by the following means:

4.1.1. in cash at the Seller's premises at the following addresses:

Chrudim, K Májovu 1262, and Prostějov, Šlikova 9;

4.1.2. in cash upon delivery (cash on delivery) at the place specified by the Buyer in the Order;

4.1.3. by non-cash transfer to the Seller's bank accounts

No. 78-8146250287/0100 maintained with Komerční banka, a.s.,

and No. 305019001 / 2700 maintained with UniCredit Bank Czech Republic and Slovakia, a.s.

(hereinafter referred to as the "Seller's Account"),

exclusively on the basis of a pro forma invoice issued by the Seller.

4.2.

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, the term "purchase price" shall also include the costs associated with the delivery of the goods.

4.3.

The Seller does not require any advance payment or other similar payment from the Buyer. This shall not affect the provision of Article 4.1.3 of these Terms and Conditions regarding pro forma invoices and the provision of Article 4.6 of these Terms and Conditions regarding the obligation to pay the purchase price in advance.

4.4.

In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods.

In the case of non-cash payment, the purchase price is payable within seven (7) days from the conclusion of the Purchase Agreement.

4.5.

In the case of non-cash payment, the Buyer is obliged to pay the purchase price together with the variable symbol (payment reference).

In the case of non-cash payment, the Buyer's obligation to pay the purchase price shall be deemed fulfilled at the moment the corresponding full amount is credited to the Seller's bank account.

4.6.

The Seller is entitled, in particular in cases where the Buyer does not provide additional confirmation of the Order (Article 3.6), to require payment of the full purchase price before dispatching the goods to the Buyer. The provisions of Section 2119 (1) of the Civil Code shall not apply.

4.7.

Any discounts on the price of the goods provided by the Seller to the Buyer cannot be combined.

4.8.

Where customary in business practice or required by generally binding legal regulations, the Seller shall issue a tax document – invoice – with respect to payments made on the basis of the Purchase Agreement to the Buyer.

The Seller is a value added tax payer.

The tax document – invoice shall be issued by the Seller to the Buyer after payment of the goods and sent in electronic form to the Buyer's electronic address.

5. Withdrawal from the Purchase Agreement

5.1.

The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from a purchase agreement for the supply of goods that have been modified according to the Buyer's wishes or specifically for the Buyer.

5.2.

If this is not a case referred to in Article 5.1 of these Terms and Conditions or another case where withdrawal from the purchase agreement is not possible, the Buyer has, in accordance with Section 1829 (1) of the Civil Code, the right to withdraw from the purchase agreement within fourteen (14) days from the receipt of the goods. In the event that the subject of the purchase agreement is several types of goods or the delivery of several parts, this period shall start from the date of receipt of the last delivery of goods.

The withdrawal from the purchase agreement must be sent to the Seller within the period specified in the preceding sentence. For withdrawal from the purchase agreement, the Buyer may use the sample form provided by the Seller, which forms an annex to these Terms and Conditions. The Buyer may send the withdrawal from the purchase agreement, inter alia, to the Seller's premises address or to the Seller's e-mail address **shop@perfolinea.cz**.

5.3.

In the event of withdrawal from the purchase agreement pursuant to Article 5.2 of these Terms and Conditions, the purchase agreement shall be cancelled from the beginning. The goods must be returned to the Seller within fourteen (14) days from the withdrawal from the agreement.

If the Buyer withdraws from the purchase agreement, the Buyer shall bear the costs associated with returning the goods to the Seller, even if the goods cannot be returned by ordinary postal means due to their nature.

5.4.

In the event of withdrawal from the agreement pursuant to Article 5.2 of these Terms and Conditions, the Seller shall refund the funds received from the Buyer within fourteen (14) days from the withdrawal from the purchase agreement, in the same manner as they were received from the Buyer.

The Seller is also entitled to return the performance provided by the Buyer upon receipt of the goods back from the Buyer or in another manner, provided that the Buyer agrees and no additional costs arise for the Buyer.

If the Buyer withdraws from the purchase agreement, the Seller is not obliged to refund the received funds to the Buyer before the Buyer returns the goods to the Seller or proves that the goods have been sent to the Seller.

5.5.

The Seller is entitled to unilaterally set off any claim for compensation for damage to the goods against the Buyer's claim for a refund of the purchase price.

5.6.

In cases where the Buyer has the right to withdraw from the purchase agreement pursuant to Section 1829 (1) of the Civil Code, the Seller is also entitled to withdraw from the purchase agreement at any time up until the moment the Buyer receives the goods. In such case, the Seller shall refund the purchase price to the Buyer without undue delay, by non-cash transfer to the bank account designated by the Buyer.

5.7.

If a gift is provided to the Buyer together with the goods, the gift agreement between the Seller and the Buyer is concluded with a resolutive condition, meaning that should the Buyer withdraw from the purchase agreement, the gift agreement regarding such gift shall cease to be effective and the Buyer shall be obliged to return the provided gift to the Seller together with the goods.

6. Transport and Delivery of Goods

6.1.

If the method of transport is agreed on the basis of a special request of the Buyer, the Buyer shall bear the risk and any additional costs associated with such method of transport.

6.2.

If the Seller is obliged under the Purchase Agreement to deliver the goods to the place specified by the Buyer in the Order, the Buyer is obliged to accept the goods upon delivery.

6.3.

If, due to reasons on the part of the Buyer, it is necessary to deliver the goods repeatedly or in a manner different from that specified in the Order, the Buyer is obliged to cover the costs associated with repeated delivery of the goods or the costs associated with a different method of delivery.

6.4.

Upon receipt of the goods from the carrier, the Buyer is obliged to check the integrity of the packaging and, in the event of any defects, to notify the carrier immediately. If damage to the packaging indicating unauthorized interference with the shipment is found, the Buyer is entitled to refuse acceptance of the shipment from the carrier.

6.5.

Further rights and obligations of the parties relating to the transport of goods may be governed by the Seller's special delivery conditions, if issued by the Seller.

7. Rights Arising from Defective Performance

7.1.

The rights and obligations of the contracting parties with regard to rights arising from defective performance shall be governed by the relevant generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code).

7.2.

The Seller is liable to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer received the goods:

7.2.1. the goods have the characteristics agreed upon by the parties, and if no agreement has been made, they have such characteristics as described by the Seller or the manufacturer, or as the Buyer could reasonably expect given the nature of the goods and on the basis of advertising carried out by them,

7.2.2. the goods are fit for the purpose stated by the Seller for their use or for which goods of this kind are usually used,

7.2.3. the goods are delivered in the corresponding quantity, measure or weight,

7.2.4. the goods comply with the requirements of the applicable legal regulations.

7.3.

The provisions set out in Article 7.2 of these Terms and Conditions shall not apply to goods sold at a lower price due to a defect for which the lower price was agreed, to wear and tear caused by normal use of the goods, to defects in used goods corresponding to the degree of use or wear the goods had when taken over by the Buyer, or where it follows from the nature of the goods.

7.4.

If a defect becomes apparent within six months from the receipt of the goods, it shall be presumed that the goods were defective at the time of receipt.

The Buyer is entitled to exercise rights arising from a defect which occurs in consumer goods within twenty-four (24) months from receipt of the goods.

In the case of perforated materials, the defect shall apply only to goods that have not been technically processed or installed in any way.

7.5.

The Buyer shall exercise rights arising from defective performance with the Seller at the address of its premises where acceptance of complaints is possible with regard to the range of goods sold, or at its registered office or place of business.

The contracting parties have agreed that the moment of making a complaint shall be considered the moment when the Seller receives the claimed goods from the Buyer.

7.6.

Further rights and obligations of the parties related to the Seller's liability for defects may be governed by the Seller's complaints procedure (claims policy).

8. Other Rights and Obligations of the Contracting Parties

8.1.

The Buyer acquires ownership of the goods upon full payment of the purchase price of the goods.

8.2.

The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826 (1) (e) of the Civil Code.

8.3.

Out-of-court settlement of consumer complaints is handled by the Seller via the e-mail address **shop@perfolinea.cz**.

The Seller shall send information on the handling of the Buyer's complaint to the Buyer's e-mail address.

8.4.

The Seller is authorized to sell goods on the basis of a trade license.

Trade supervision is carried out within its competence by the relevant Trade Licensing Office. Supervision in the field of personal data protection is carried out by the Office for Personal Data Protection.

The Czech Trade Inspection Authority carries out, within its defined scope, supervision over compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.

8.5.

The Buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code.

9. Personal Data Protection

9.1.

With regard to the protection and processing of the Buyer's personal data by PERFO LINEA a.s., these data protection terms shall apply.

10. Delivery of Documents

10.1.

Documents may be delivered to the Buyer to the e-mail address specified in the Buyer's User Account or to the e-mail address provided by the Buyer in the Order.

11. Special Provisions for Cases Where the Buyer Is Not a Consumer

11.1.

For legal relationships between the Seller and a Buyer who is not a consumer, the provisions of Articles 5.1 to 5.6, Article 7, Articles 8.2 to 8.4, and Articles 13.3 and 13.4 of these Terms and Conditions shall not apply.

11.2.

If the Buyer is not a consumer and the Seller hands over the goods to a carrier for transport to the Buyer based on the Purchase Agreement, the risk of damage shall pass to the Buyer upon handover of the goods to the first carrier for transport to the place of destination.

In this case, delivery of the goods to the Buyer shall be deemed to be their handover to the first carrier for transport on behalf of the Buyer.

11.3.

For legal relationships between the Seller and a Buyer who is not a consumer, the application of Sections 1799 and 1800 of the Civil Code is excluded.

11.4.

For legal relationships between the Seller and a Buyer who is an entrepreneur, the

application of established commercial practices within the meaning of Section 558 (2) of the Civil Code is excluded.

11.5.

In cases where the Buyer is not a consumer, the Seller is also entitled to withdraw from the purchase agreement at any time until the moment the goods are received by the Buyer. In such case, the Seller shall refund the purchase price to the Buyer without undue delay, by non-cash transfer to the bank account designated by the Buyer.

12. Final Provisions

12.1.

If the legal relationship established by the Purchase Agreement contains an international (foreign) element, the contracting parties agree that such relationship shall be governed by Czech law.

This shall not prejudice the consumer's rights arising from generally binding legal regulations.

12.2.

If any provision of these Terms and Conditions is or becomes invalid or ineffective, it shall be replaced by a provision whose meaning is as close as possible to the invalid or ineffective provision.

The validity or effectiveness of the remaining provisions shall not be affected.

12.3.

The Purchase Agreement, including these Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

12.4.

An annex to these Terms and Conditions is a sample withdrawal form from the Purchase Agreement.

12.5.

Seller's contact details:

E-mail: **shop@perfolinea.cz**