



## Terms & Conditions

- Terms and Conditions for Distance Purchase Contracts Concluded via the [www.libielektro.cz](http://www.libielektro.cz) e-shop (version as of 01.11.2019)
- Terms and Conditions for Purchase Contracts (version as of 01.11.2019)
- Líbi Elektro s.r.o., with its registered office at Na Folimance 2155/15, registered C 311854 kept by the Municipal Court in Prague, Company ID No.: 08029784, Tax Identification Number: CZ08029784
- Bank account number: 1756987022/5500 account is maintained at Raiffeisen Bank, IBAN: CZ0555000000001756987022 , BIC: RZBCCZPP
- Contact details:  
Delivery address: Korytná 1538 / 4, Prague 10, 100 00 Czech Republic  
E-mail address: [info@libielektro.cz](mailto:info@libielektro.cz)  
Phone: +420 721094301

### 1. Terms and Conditions and Contracting Parties

- 1.1 These Terms and Conditions govern the rights and obligations between the Seller and the Buyer when making a purchase through the Seller's website: [www.libielektro.cz](http://www.libielektro.cz), the provisions of Articles 1, 6.2, 7, 9, 13 and 15 also apply to purchases made at the Seller's premises.
- 1.2 The operator of the website and the seller is Líbi Elektro s.r.o., with its registered office at Na Folimance 2155/15, registered C 311854 kept at the Municipal Court in Prague, ID No.: 08029784
- 1.3 These Terms and Conditions are valid and effective from 10.07.2020 and fully replace the previous Terms and Conditions.
- 1.4 The buyer can be either a consumer or a business.
  - a) In accordance with Section 419 of the Civil Code, a consumer is any person who, outside the scope of his/her business activity or outside the scope of his/her independent performance of his/her profession, enters into a contract with Electro World s.r.o. or otherwise negotiates with it.
  - b) An entrepreneur pursuant to Section 420 of the Civil Code is a person who independently carries out gainful activity on his own account and responsibility in a trade or similar manner with the intention of doing so systematically for the

purpose of making a profit. For the purposes of consumer protection, any person who enters into contracts related to their own trade, production or similar activities or in the independent exercise of their profession, or a person who acts in the name or on behalf of an entrepreneur, is also considered an entrepreneur.

## **2. Procedure for concluding a purchase contract**

- 2.1 The buyer chooses the goods in the online catalogue.
- 2.2 When ordering, the Buyer fills in an order form, where he states whether he is shopping as a consumer (filling in the name, surname, address, telephone and e-mail) or as an entrepreneur (filling in the company name, address, company registration number, tax identification number). The buyer is obliged to provide all information correctly and truthfully. The information provided by the buyer is considered correct by the seller.
- 2.3 The Buyer selects the method of payment of the purchase price of the goods and the method of delivery of the goods.
- 2.4 Before the Buyer has made a binding confirmation of the order, the Buyer has the right to check and change all the data provided in the order in order to detect and correct errors made when placing the order.
- 2.5 After sending the order, the buyer will immediately receive a confirmation of receipt of the order and, in the case of ordering delivery of the goods to the place of delivery and payment by cash on delivery or card, also information about the delivery date of the goods.
- 2.6 The buyer can cancel the order no later than one day before the goods are dispatched from the warehouse, by calling the customer line 721094301
- 2.7 An offer to supply goods at a specified price made in the course of a business activity by means of an advertisement, catalogue or display of goods is considered to be an offer, subject to the exhaustion of stocks or the loss of the trader's ability to perform (Section 1732(2) of the Civil Code). This means that in the event that the stock of goods offered by the seller is sold out, the buyer does not enter into a contract with the seller by sending the order and the seller is not obliged to deliver the ordered goods to the buyer. The seller shall immediately inform the buyer of this situation and propose an alternative solution.
- 2.8 The Buyer's order is deposited with the Seller as a concluded purchase contract and is not accessible to other entities besides the Seller.
- 2.9 The Contract is concluded in the Czech language.
- 2.10 Information on the individual technical steps leading to the conclusion of the contract is described in these Terms and Conditions and on the [www.libielektro.cz](http://www.libielektro.cz)'s website.

- 2.11 The Seller rejects any amendments or deviations stated in the acceptance of the offer, i.e. in particular any additions or deviations from the offer published by the Seller in the online catalogue specified in the order sent by the Buyer.

### **3. Price**

- 3.1 The current price of the goods always corresponds to the price that is stated in the online catalogue on the website of the seller [www.libielektro.cz](http://www.libielektro.cz) at the time of ordering the goods.
- 3.2 The prices listed in the online catalogue are inclusive of all taxes and fees and are final.
- The price already includes a fee for the disposal of electrical waste. However, the prices do not include shipping costs, or cash on delivery, which vary depending on the shipping and payment method chosen by the buyer and which the buyer will be obliged to pay to the seller together with the purchase price of the goods.
- 3.3 Shipping costs, or cash on delivery costs, are specified below in these General Terms and Conditions and on the Seller's website. Information on transport costs applies only to the delivery of goods within the territory of the Czech Republic.
- 3.4 The costs of the means of distance communication when concluding the Purchase Contract (the cost of internet connection or the cost of telephone calls) shall be borne by the Buyer himself, and these shall not differ from the basic rate.

### **4. Payment method**

- 4.1 The Buyer may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Contract to the Seller in the following ways:
  - a) by payment in advance through the payment gateways of selected banks or by bank transfer or direct deposit with Reiffeisen Bank to the Seller's bank account 1756987022/5500. If the Buyer chooses to pay in advance, the Buyer is obliged to pay the price of the goods to the Seller's account no later than 24 hours from the confirmation of the order;
  - b) cash on delivery, where the price will have to be paid to the delivery person upon receipt of the goods;
  - c) in the case of personal collection of goods at the seller's premises, in cash or by card at the seller's premises.
- 4.2 In the case of cashless payment, the Buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment stated in the order confirmation. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled at the moment the relevant amount is credited to the seller's account.

- 4.3 According to the Act on Registration of Sales, the Seller is obliged to issue a receipt to the Buyer. At the same time, they are obliged to register the received sales with the tax administrator online; In the event of a technical failure, within 48 hours at the latest.

## **5. Method of delivery**

- 5.1 The Seller undertakes to deliver the ordered goods to the Buyer within 10 working days from the payment of the price of the goods by the Buyer or from the acceptance of the order by the Seller if cash on delivery is chosen. However, if the seller does not have the goods physically in his warehouses (of which he will inform the buyer) and orders them from the supplier only on the basis of the buyer's order, he undertakes to deliver these goods to the buyer within 10 weeks of payment of the price stated in the order. The Buyer acknowledges that circumstances may arise beyond the Seller's control and due to which the delivery of the ordered goods to the Buyer may be impossible (usually circumstances of force majeure); In such a case, the procedure set out in the following paragraph shall apply.
- 5.2 If the above-mentioned delivery time is unachievable due to technical reasons, the Seller undertakes to inform the Buyer about it without delay, and if the Seller and the Buyer do not reach an agreement on the delivery of the goods within an alternative period, on the provision of other goods of the same quality and price, or on any other substitute performance, the Seller undertakes to return to the Buyer the price paid for the goods or the deposit within 14 days of the notification of the unachievable delivery time, In the same way as was used for the payment of the price of the goods by the buyer, unless the seller and the buyer agree otherwise.
- 5.3 The Seller undertakes to deliver the goods to the Buyer to the address in the Czech Republic, which the Buyer specifies in the order as the place of delivery, and the Buyer is obliged to take over the goods upon delivery, if the buyer does not accept it for any reason, the Seller may demand compensation from the Buyer for the costs associated with it.
- 5.4 Delivery to the place of delivery includes the delivery of goods up to the first lockable door without taking out the goods using standard aids, or in front of the first obstacle on this path (impassable road, inaccessible entrance door,
- 5.5 In the event that, for reasons on the part of the Buyer, it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to reimburse the Seller for the costs associated with the repeated delivery of the goods, or the costs associated with another method of delivery, including the costs associated with an incorrectly filled delivery address.

## **6. Personal collection**

- 6.1 Personal collection at one of the Seller's premises may be chosen by the Buyer only if the goods ordered are physically available in the given establishment. In the event of unavailability of the goods, an alternative course of action will be agreed with the buyer; If the buyer does not agree with the proposal of this procedure and the parties to the

contract do not agree otherwise, the buyer has the right to withdraw from the purchase contract; In such a case, the Seller shall refund the paid price (deposit) in full within 14 days of the effective date of the withdrawal, to the Buyer's account or address.

- 6.2 The goods from the shop (when purchasing goods when purchasing through the Seller's website: [www.libielektro.cz](http://www.libielektro.cz) by choosing to pick up the goods in person or when purchasing the goods in the seller's shop) will be transported by the seller at the request of the buyer to the place of delivery specified by the buyer at the buyer's expense.
- 6.3 Goods ordered for personal collection will be reserved for a period of 2 days from the date of providing information to the customer about the readiness of the goods for personal collection.

## **7. Receipt of goods by the buyer**

- Upon receipt of the goods, the buyer is obliged to check the integrity of the packaging, or the protective adhesive tape with the Libi Elektro logo. Any defects found will be recorded by the buyer in the carrier's consignment note, and in case of doubt about the integrity of the goods, the buyer will not accept the shipment. By signing the accompanying note, the buyer confirms that the consignment was delivered in good condition and later complaints about the damage to the packaging will no longer be taken into account.
- The customer is obliged to unpack and inspect the goods within 48 hours of receipt. Later complaints regarding damage to the goods during transport will not be taken into account.
- In the event of damage to the packaging during the delivery of the goods, the customer is obliged to record this fact in the shipping note upon receipt of the goods, or to refuse to accept the goods by stating the reason for the damaged packaging.

## **8. Documents**

- The invoice (tax document) will be sent by the seller to the buyer electronically by email after receipt of the goods. It also serves as a delivery note, proof of payment for goods and replaces the warranty card. If the email with the tax document is not received within the next working day of receipt of the goods, please contact our customer service.
- The seller is not responsible for the non-delivery of the tax document in the event of an incorrectly filled in e-mail address by the buyer in his order or by an incorrectly set up customer system.

## **9. Rights arising from defects and warranty conditions**

- The rights arising from defective performance and the warranty conditions are governed by the applicable legislation (in particular Section 2165 et seq. of Act No. 89/2012 Coll. – Civil Code and amendments) and the valid Complaints Procedure of Libi Elektro, the text of which is available, among other things, on [www.libielektro.cz](http://www.libielektro.cz).

- The warranty period for new and unused goods that are not intended for professional use is 24 months
- The warranty period for goods showing cosmetic defects that do not affect the function, for unpacked, unpacked, without original packaging, showroom, the warranty period is 12 months.
- Professional equipment (intended for operation in establishments or for the performance of business or trade activities), unless otherwise stated, has a 12-month warranty
- The seller is obliged to state for each individual product what type of goods it is in terms of the length of the warranty period. For second-hand goods, 6 months. Or, depending on the type of product, its service life.

## **10. Withdrawal from the Contract by the Consumer**

- 10.1 In accordance with § 1829 par. 1 of Act No. 89/2012 Coll., the Civil Code, the buyer – consumer (but not the buyer – entrepreneur) has the right to withdraw from the contract within 14 days. The withdrawal from the contract must be sent to the seller within the specified period. The period referred to in the first sentence shall run from the date of receipt of the goods, and in the case of a contract the subject matter of which is several types of goods or the supply of several parts, this period shall run from the date of receipt of the last delivery of goods, or in the case of a contract the subject matter of which is a regular repeated supply of goods, from the date of receipt of the first delivery of goods.
- 10.2 The Consumer may deliver the notice of withdrawal from the contract by e-mail to [info@libielektro.cz](mailto:info@libielektro.cz), by phone, preferably to the telephone number of the customer line 721094301 or at any Líbi Elektro store
- 10.3 If the Consumer withdraws from the contract, he shall send or hand over to the Seller without undue delay, no later than 14 days from the delivery of the withdrawal from the contract to the Seller, the goods received from the Seller at his own expense, even if the goods cannot be returned by the usual postal route due to their nature.
- 10.4 The Consumer may send or hand over the purchased goods either to any Líbi Elektro establishment or to the address provided by the Seller upon receipt of the notice of withdrawal. Goods sent to the seller cash on delivery will not be accepted by the seller. The returned goods must be in the condition in which they were received by the consumer, including all documentation (warranty card, manuals) and accessories, and secured for transport in such a way as to prevent damage.
- 10.6 If the Consumer withdraws from the contract, the Seller shall return to the Consumer without undue delay, no later than fourteen days after the withdrawal from the contract, all the funds received from the Consumer under the contract, including the costs of delivery of the goods (except for additional costs incurred as a result of the Consumer's choice of a method of delivery that is different from the cheapest method of standard delivery offered by the Seller); in the same way as the seller accepted them from the buyer, unless otherwise agreed.

- In the case of returns within 14 days of receipt of which the transport was free of charge, the return will be
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Amounts from

Shipping costs are read as follows:

consignment from 0 to 3 kg – 200,- Kč

consignment from 3 to 30 kg – 400,- Kč

consignment from 30 kg upwards – 1500,- CZK

- 10.7 If the Consumer withdraws from the contract, the Seller is not obliged to return the money received to the Consumer before the Consumer has handed over the goods to the Consumer or proves that the Goods have been dispatched to the Seller.
- 10.8 The Consumer shall be liable to the Seller for the reduction in the value of the goods as a result of handling the goods in a manner other than that which is necessary to dispose of them in view of their nature and characteristics. Which means getting to know the nature of the goods in the same way as in a regular brick-and-mortar store.
  - – for example, after notification of withdrawal from the purchase contract, not to use, modify or otherwise devalue the goods.
- 10.9 In the event that the value of the goods is reduced to a greater extent than specified in the previous sentence, the Seller is entitled to set off his right to compensation for the reduction in the value of the returned goods against the refunded purchase price; (pollution, damage, interference with the construction and others) However, the amount of this compensation must be proven.
- 10.10 If gifts are provided to the seller together with the purchased goods, the donation agreement between the seller and the buyer is concluded on the condition that if the consumer's right to withdraw from the purchase contract is exercised, the donation agreement ceases to be effective and the consumer is obliged to return the related gifts together with the returned goods, including everything he has enriched himself with. If these are not returned, these values will be considered as unjust enrichment of the consumer. If the return of the object of unjust enrichment is not possible, the seller is entitled to monetary compensation in the amount of the usual price.
- 10.11 The Consumer cannot withdraw from the contract (pursuant to the provisions of Section 1837 of the Civil Code):
  - a) on the provision of services, if they have been fulfilled with the consumer's prior express consent before the expiry of the period for withdrawal from the contract and the seller has informed the consumer before the conclusion of the contract that in such a case he does not have the right to withdraw from the contract,

- (b) the supply of goods or services, the price of which depends on the fluctuations of the financial market, independently of the will of the seller, and which may occur during the withdrawal period,
- (c) the supply of alcoholic beverages, which may not be delivered until after the expiry of thirty days and the price of which depends on the fluctuations of the financial market beyond the will of the seller,
- d) the delivery of goods that have been adapted to the consumer's wishes or for the consumer,
- (e) the supply of perishable goods as well as goods which have been irretrievably mixed with other goods after delivery,
- (f) repair or maintenance carried out at a place specified by the consumer at his request; however, this does not apply in the case of subsequent performance of repairs other than those requested or delivery of spare parts other than those requested,
- g) delivery of goods in a sealed package that the consumer has removed from the packaging and cannot be returned for hygienic reasons (e.g. razors, epilators and other items intended for personal hygiene and beautification, etc.),
- h) the delivery of an audio or video recording or a computer program, if it has damaged its original packaging,
- (i) the supply of newspapers, periodicals or magazines,
- j) accommodation, transport, catering or leisure activities, if the seller provides these services within the specified period,
- k) concluded on the basis of a public auction in accordance with the law governing public auctions, or
- l) the supply of digital content, if it was not delivered on a tangible medium and was delivered with the consumer's prior express consent before the expiry of the withdrawal period and the seller informed the consumer before concluding the contract that in such a case he does not have the right to withdraw from the contract. The Seller hereby informs the Buyer that in the case of a contract for the supply of digital content, if it is not supplied on a tangible medium, the consumer does not have the right to withdraw from such a contract.
- (m) goods for animals, however used for hygienic reasons;

## **11. Withdrawal from the Contract by the Seller**

- 11.1 The Seller is entitled to withdraw from the contract in particular due to the currently unavailability of the ordered goods or non-payment of the price of the goods by the Buyer. The seller is obliged to immediately inform the buyer of the withdrawal and try to



agree on a possible solution with him. The seller reserves the right to limit the number of pieces of the same product sold to one person.

- 11.2 The Seller is also entitled to withdraw from the contract concluded with the Buyer in the event of an obvious error in the price of the goods (which means in particular a situation where the price of the ordered goods is lower by more than 20% than is usual for this type and type of goods) and other obvious clerical errors. In the event that this situation arises, the seller will immediately contact the buyer to agree on the next steps. If the buyer has already paid part or all of the purchase price, this amount will be transferred back to his account or address as soon as possible.

## **12. Personal data**

- 12.1 Information regarding the protection of personal data in connection with the new legislation in the field of personal data protection – Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "GDPR") – and the introduction of measures to ensure compliance of the Seller's procedures with the GDPR and related legislation governing the protection of personal data (e.g. Act No. 101/2000 Coll., on the protection of personal data), the buyer can find it on the [www.libielektro.cz](http://www.libielektro.cz)

## **13. Take-back of e-waste**

- 13.1 The Seller takes back electrical waste from its customers in all establishments.
- 13.2 Take-back is in limited quantities on a piece-for-piece basis. For example, when buying a refrigerator, you can return the refrigerator again, etc.

## **14. Confirmation of consent to the GTC and the Complaints Procedure**

- When confirming each order of goods from the online store, the buyer confirms that he has read and agrees with these general terms and conditions and the company's complaint procedure |Líbi Elektro s.r.o.

## **15. Other information**

- 15.1 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID No.: 000 20 869, Internet address: <http://www.coi.cz>, is competent to settle consumer disputes arising from a purchase contract out of court.
- 15.2 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 under the Purchase Agreement.

- 15.3 The European Consumer Centre 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 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).
- 15.4 The Seller is entitled to sell goods on the basis of a trade licence. Trade inspections are carried out by the relevant Trade Licensing Office within its competence. Supervision of personal data protection is carried out by the Office for Personal Data Protection. To a defined extent, the Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.