**General Terms and Conditions**

**I.**

**Basic provisions**

1. These General Terms and Conditions (hereinafter the '**Terms and Conditions**') are issued pursuant to § 1751 et seq. Act no. 89/2012 Coll., The Civil Code (hereinafter '**The Civil Code**')

SPUR a.s.

CRN: 46900098

TIN: CZ46900098

Based in: třída Tomáše Bati 299, Louky 763 02 Zlín, Czech Republic

Registered in the Commercial Register kept by the Regional Court in Brno, Section B, file no. 819

Contact details:

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Telephone no.: +420 577 601 201

Website: <https://www.spur.cz/>

(hereinafter the '**seller**')

1. These Terms and Conditions govern the mutual rights and obligations of the seller and a natural person who concludes a purchase agreement outside his business as a consumer or within his business (hereinafter the '**buyer**') through the web interface on the website at www.eshop.spur.cz (hereinafter the '**online store**').
2. The provisions of the Terms and Conditions are an integral part of the purchase agreement. Deviating provisions in the purchase agreement shall take precedence over the provisions of these Terms and Conditions.
3. These Terms and Conditions and the purchase agreement shall be concluded in English.

**II**

**Information about products and prices**

1. Information about products, their prices and their main properties is provided in the online store's catalogue. The prices of products are usually listed including value added tax, all related fees and costs for returning the products, if the nature of the products prevents them from being returned by regular mail. The seller reserves the right to also list selected products on the online store excluding value added tax. The prices shall remain valid for the period for which they are offered on the online store. This provision does not preclude the negotiation of a purchase agreement under separately agreed conditions.
2. The products presented in the online store's catalogue are not an offer in the sense of § 1732, paragraph 2 of The Civil Code; they are for information purposes only, and the seller is not obliged to conclude a purchase agreement for these products.
3. Information about the costs associated with the packaging and delivery of products is published on the online store.
4. Discounts on the purchase price of products cannot be combined unless the seller and the buyer agree otherwise.
5. The seller reserves the right to change the delivery date, even repeatedly, for products that are purchased as part of a pre-order. A pre-order is a situation where a product is not currently available, yet the buyer is allowed to order it. If the delivery date is delayed by over 14 days, this shall be considered a substantial change in the contractual conditions, under which the buyer has the right to withdraw from the contract. The buyer is obliged to withdraw from the contract within 5 working days of receiving the seller's notification of a change in the delivery date.
6. Delivery times of ordered products and the price of transport depend on the mode of transport that the buyer chooses in his order. Estimated delivery times may vary depending on the type of transport and carrier selected, or the current logistics capabilities of the seller or carriers. The seller is obliged to inform the buyer of this.
7. The seller also reserves the right to not conclude a purchase agreement, or to withdraw from a concluded purchase agreement, especially in the following cases:

* Incorrectly listed prices of products due to a mistake made by the staff in charge of administration of the online store. An incorrectly listed price is a clearly wrong price listed due to a typing error or an error in amounts, a price that does not correspond to the usual price of the product. A price is also incorrect if an advertised discount does not apply to the product, or if the product is not part of a marketing campaign.
* Discovery of the misuse of personal data, a payment card or other similar interference with the rights of a third party in an order.
* Due to a decision or other intervention or measure of an administrative or judicial authority, or authorities involved in criminal proceedings.
* Unauthorised use of a discount or similar voucher in violation of its conditions, especially in cases where the discount voucher is used for products other than those for which it was intended.

In the cases listed under this provision, the seller may withdraw from a concluded purchase agreement, even after the buyer has received an email confirming his order. The seller must inform the buyer of this procedure.

**III**

**Order and conclusion of a purchase agreement**

1. Costs incurred by the buyer in the use of remote communication means in association with the conclusion of a purchase agreement (costs of internet connection, costs of telephone calls) shall be borne by the buyer himself. These costs shall not exceed the basic rate.
2. Buyers shall place orders in the following ways:
   * Through their customer account, if they have previously registered with the online store.
   * By filling out the order form without prior registration.
   * The buyer chooses a product, the required amount, the payment method and the delivery method when placing an order.
3. Before he sends the order, the buyer can check and change the information he entered in the order. The buyer sends the order to the seller by clicking on the 'Send Order' button. The setter shall deem the data listed in the order correct. For a valid order, you need to fill in all the required information in the order form and confirm that you have read these Terms and Conditions.
4. Immediately after receiving the order, the seller will send the buyer confirmation of receipt of the order in an email sent to the address provided by the buyer in the order. This confirmation is automatic and shall not be considered a conclusion of a contract. The seller's current Terms and Conditions and complaint procedure shall be attached to the confirmation. Immediately after receiving the payment, the seller will send the buyer confirmation of receipt of the payment in an email sent to the address provided by the buyer in the order. This confirmation is automatic and shall not be considered a conclusion of a contract. A purchase agreement shall be concluded by a confirmation of payment for the order sent by the seller to the buyer's email address.
5. If any of the requirements specified in the order cannot be met by the seller, he will send an amended offer to the buyer's e-mail address. The amended offer shall be considered a new draft of the purchase agreement and shall be concluded upon the buyer's confirmation of acceptance of this offer sent in an email to the seller's email address provided in these Terms and Conditions.
6. All orders received by the seller are binding. The buyer may cancel an order before he receives notification of the seller's receipt of his order. The buyer may cancel an order by phone or email using the seller's contact details provided in these Terms and Conditions.
7. In the event of an obvious technical error in the listed price of products on the online store or in the placement of an order, the seller is not obliged to deliver the products to the buyer at this clearly incorrect price, even if the buyer received automatic confirmation of the order in accordance with these Terms and Conditions. The seller shall inform the buyer of the error without undue delay and send an amended offer to the buyer's email address. The amended offer shall be considered a new draft of the purchase agreement and shall be concluded upon the buyer's confirmation of acceptance of this offer sent in an email to the seller's email address.
8. The seller may offer a gift along with ordered products. If the buyer is not interested in the gift, he must contact the seller in advance and notify him of this fact. In this case, the buyer will receive his order without the gift. If the buyer accepts the gift, he shall be obliged to return the gift as part of the performance he received from the seller within the order if he withdraws from the contract.

**IV**

**Customer account**

1. The buyer can access his customer account based on his registration in the online store. The buyer can place orders from his customer account. The buyer can also place orders without prior registration.
2. When registering a customer account and placing an order, the buyer must provide correct and truthful information. The buyer must keep the data in his user account up-to-date. The data in the buyer's customer's account and data provided by the buyer when he places orders shall be deemed correct by the seller.
3. Access to the customer account is secured by a username and password. The buyer is obliged to keep information necessary to access his customer account confidential. The seller is not liable for misuse of the customer account by third parties.
4. The buyer is not entitled to allow third persons to use his customer account.
5. The seller may cancel a user account, especially if the buyer no longer uses his user account, or if the buyer violates his obligations under the purchase agreement or these Terms and Conditions.
6. The buyer acknowledges that the user account may not be available all the time, especially with regard to necessary hardware and software maintenance by the seller, or necessary maintenance of third party hardware and software.

**V**

**Payment terms and delivery**

1. The buyer may pay for products and associated delivery charges under the agreement in the following ways:
   * cashless online payment by card
   * cashless transfer to the seller's account through the ComGate Payments, a.s. payment gateway
   * cashless payment in online banking
   * cashless payment via Apple Pay
   * payment by regular bank transfer
2. The buyer is obliged to reimburse the seller for costs associated with the packaging and delivery of goods in the agreed amount along with the purchase price. Unless expressly stated otherwise, the purchase price shall include costs associated with the delivery of goods.
3. In the case of payment via a payment gateway, the buyer shall follow the instructions of the relevant electronic payment provider.
4. In the case of cashless payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the payment gateway's account.
5. The seller does not require any advance payments from the buyer. Cashless payment of the purchase price before the goods are sent is not an advance payment, it is fulfilment of the buyer's contractual obligation to pay the purchase price according to the concluded purchase agreement
6. According to the Sales Registration Act, the seller is obliged to issue a receipt for the buyer. He is also obliged to register the revenue with the tax administrator online, no later than within 48 hours in the event of a technical failure. The seller shall proceed in accordance with the provisions of the Sales Registration Act.
7. The order is delivered:
   * to the buyer's address provided in the order
   * through a pickup point at the address specified by the buyer

In the event of force majeure or failure of the information system, the seller shall not be liable for late delivery of goods.

The delivery method is chosen in the order.

1. The cost of delivery depending on the shipping method is specified in the buyer's order and in the order confirmation sent by the seller. If the shipping method is agreed on the basis of a special request by the buyer, the buyer shall bear the risk and any additional costs associated with this shipping method.
2. If the seller is obliged to deliver the goods to the place specified by the buyer in the order under the purchase agreement, the buyer is obliged to take over the goods upon delivery. If the order needs to be delivered repeatedly or in a way other than stipulated in the order because of the buyer, the buyer shall be obliged to pay the costs associated with repeated delivery of the goods or another method of delivery. If the buyer does not accept the goods and the goods are returned by the carrier to the seller, the purchase agreement shall be terminated on the day the goods are returned, and the seller is obliged to return the purchase price to the buyer by bank transfer to the account from which it was received, including shipping costs. If the buyer has chosen a method of delivery other than the cheapest method offered by the seller, the seller will reimburse the buyer for the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery.
3. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging and immediately notify the carrier of any defects. If the packaging is damaged, indicating unauthorised opening of the parcel, the buyer does not have to accept the parcel from the carrier.
4. The buyer must send a notification of a damaged parcel to **eshop@spur.cz**, write up a damage report with the carrier and send this report by email or post to the seller.
5. The seller shall issue a tax document - invoice - for the buyer. The tax document will be sent to the buyer's email address.
6. The buyer shall become the owner of the goods after he pays the full purchase price of the goods, including delivery costs, but no sooner than when the goods are handed over to the first carrier for transport.
7. The buyer's billing information cannot be changed after the order has been sent.
8. Liability for accidental destruction, damage or loss of the goods shall pass to the buyer at the time of receipt of the goods, or at the time when the buyer was obliged to take over the goods but did not do so in violation of the purchase agreement.

**VI**

**Withdrawal from an agreement**

1. A buyer who has concluded a purchase agreement outside his business as a consumer has the right to withdraw from the purchase agreement. The period for withdrawal from the agreement without giving a reason is 14 days from the date of receipt of the goods.
2. The buyer may not withdraw from a purchase agreement for the supply of protective equipment that is stored in a closed package if the hygiene requirements are not observed. If the buyer has removed the goods from the packaging, they cannot be returned for hygiene reasons.
3. In order to comply with the withdrawal period, the buyer must send a notification of withdrawal within the withdrawal period.
4. To withdraw from a purchase agreement, the buyer can use the standard withdrawal form provided by the seller. The buyer will send the notification of withdrawal to the seller's email or postal address provided in these Terms and Conditions. The seller shall confirm his receipt of the form without undue delay.
5. If the buyer withdraws from the purchase agreement, he shall be obliged to return the goods to the seller within 14 days of withdrawal from the agreement by mailing them to the address ComGate, a.s. - Vrchlického 323, 517 21 Týniště nad Orlicí. The buyer shall bear the costs associated with returning the goods to the seller, even if the goods cannot be returned by regular mail due to their nature.
6. If the buyer withdraws from the agreement, the seller will return all costs incurred by the buyer, including delivery costs, in the same way he received them without undue delay, no later than 14 days after withdrawal from the agreement. The seller shall only refund the buyer in another way if the buyer agrees, and if he does not incur additional costs.
7. If the buyer has chosen a method of delivery other than the cheapest method offered by the seller, the seller will reimburse the buyer for the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.
8. If the buyer withdraws from the purchase agreement, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or proves that he sent the goods to the seller.
9. The buyer must return the goods undamaged, unworn and clean and, if possible, in the original packaging. The seller is entitled to unilaterally set off the claim for compensation for damaged goods against the buyer's claim for a refund of the purchase price.
10. The seller is entitled to withdraw from the purchase agreement if the goods are sold out or unavailable. The seller shall immediately inform the buyer of this fact in an email and return all funds, including delivery costs, paid by the buyer under the agreement within 14 days of the notification of withdrawal from the purchase agreement; he shall refund the buyer in the same way the buyer sent the payment, or in the manner specified by the buyer.
11. If the buyer accepted gifts along with the goods, he also concluded a gift agreement with the seller. The gift agreement is concluded with a condition subsequent, where withdrawal from the purchase agreement shall also terminate the gift agreement. The buyer is obliged to return the gifts and everything he received along with the goods. If the buyer does not return the goods or gifts to the seller, he shall be liable for unjust enrichment. If it is not possible to return the object of unjust enrichment, the seller is entitled to monetary compensation in the amount of the usual price of the goods or gift. The purchase agreement and gift agreement are two separate contracts.
12. With the exception of cases stipulated by law, the seller is entitled to withdraw from the purchase agreement within 14 days of its conclusion in the cases listed in Article II paragraph 7 of these Terms and Conditions. The seller shall return the purchase price in accordance with the provisions of this article.
13. A buyer who concludes a purchase agreement as an entrepreneur can only withdraw from the purchase agreement if the seller breaches the contract in a material way.
14. If a buyer who concluded a purchase agreement as an entrepreneur withdraws from the agreement, the seller has the right to reduce the refunded purchase price by the amount the usual price of the goods has decreased.
15. A buyer who concluded a purchase agreement as an entrepreneur is obliged to return the goods in their original packaging, including all parts and accessories. The seller is entitled to compensation for damage incurred by him in the resale of the goods.
16. Compensation for the reduction of the usual price of the goods, or compensation for the costs of reselling the goods, will be included in the purchase price returned to the buyer who concluded the contract as an entrepreneur.
17. If a gift was delivered along with the goods, the procedure described in paragraph 11 of this Article shall apply to buyers who concluded a purchase agreement as entrepreneurs.

**VII**

**Rights arising from defective performance**

1. The seller is responsible for ensuring that the goods are defect-free upon receipt. The seller must ensure that when the buyer takes over the goods:
   * the goods have the properties arranged by the parties and, in the absence of an agreement, the properties described by the buyer or manufacturer or expected by the buyer, with regard to the nature of the goods and advertising
   * the goods are fit for the purpose guaranteed by the seller, or the purpose for which this type of product is generally used
   * the quality or design of the goods correspond to the sample or model, if the quality or design was determined according to a sample or model
   * the goods are in the appropriate quantity, measure or weight
   * the goods comply with legislative requirements
2. The buyer is entitled to exercise the right arising from a defect in consumer goods within twenty-four months of their receipt.
3. If the goods, their packaging, instructions accompanying the goods or advertising in accordance with other legislation indicate the period during which the goods may be used, the provisions of the quality guarantee shall apply. With the quality guarantee, the seller undertakes that the goods will be fit for normal use for a certain period of time, or that they will retain their usual properties. If the buyer has rightly pointed out a defect in the goods, the period for exercising rights from defective performance or the warranty period shall not run for the period during which the buyer cannot use the defective goods.
4. The provisions of the preceding paragraph of the Terms and Conditions shall not apply to goods sold at a lower price due to a defect for which the price was lowered, to wear and tear caused by their normal use, to used goods for a defect corresponding to the degree of use or wear upon acceptance by the buyer, or if it is expected due the nature of the goods. The buyer may not exercise the right arising from defective performance if he knew that the goods were defective before he accepted them, or if the buyer himself caused the defect.
5. In the event of a defect, the buyer may file a complaint with the seller and request:
   * exchange of the goods
   * repair of the goods
   * a reasonable discount from the purchase price
   * withdrawal from the agreement
6. The buyer is entitled to withdraw from the agreement:
   * if there is a serious defect in the goods
   * if he cannot properly use the goods due to a repeated defect or defects after repair
   * in the event of multiple defects
7. A material breach of contract is a breach in which the breaching party already knew or should have known at the time the contract was concluded that the other party would not have entered into the contract if it had foreseen such this breach.
8. If a remediable defect occurs repeatedly after a repair (usually a third claim for the same defect, or a fourth claim for different defects), or the goods have a large number of defects (usually at least three defects at the same time), the buyer has the right to claim a discount on the purchase price or replacement of goods, or to withdraw from the contract.
9. When filing a complaint, the buyer must inform the seller of the right he has chosen. He may only change his choice without the seller's consent if the buyer has requested the remedy of a defect that proves to be irremediable. If the buyer does not choose his right from a material breach of contract in time, he shall have the same rights as in the case of a minor breach of contract.
10. If repair or replacement of the goods is not possible, the buyer may demand a refund of the full purchase price upon withdrawal from the contract.
11. If the seller proves that the buyer knew about the defect in the goods before he took them over, or that he caused it himself, the seller is not obliged to grant the buyer's claim.
12. The buyer may not file a complaint against goods discounted for the reason he is filing a complaint.
13. The seller is obliged to accept the complaint in any establishment in which complaints can be accepted, or at his registered office or place of business. The seller is obliged to issue a written confirmation of when the buyer exercised the right, what the subject of the complaint is, and how the buyer wants to settle the complaint, as well as confirmation of the date and method of settlement of the complaint, including confirmation of the repair and its duration, or written justification of rejection of the complaint.
14. The seller, or an employee authorised by him, will decide on the complaint immediately, or within three working days in complex cases. This period does not include the time appropriate to the type of product or service required for a professional assessment of the defect. Complaints, including the remedy of defects, must be settled immediately, no later than 30 days from the date on which the complaint was filed, unless the seller and buyer arrange a longer period. Unfulfilment of this deadline shall be considered a material breach of contract, and the buyer shall have the right to withdraw from the purchase contract. The moment when the seller receives the expression of the buyer's will (the exercise of his right arising from defective performance) shall be considered the moment the claim was made.
15. The seller shall inform the buyer of the result of the claim in writing.
16. In the case of a justified complaint, the buyer has the right to reimbursement of reasonable costs incurred in connection with the complaint. The buyer can exercise this right within one month after the expiration of the warranty period, otherwise the court does not have to grant it.
17. The buyer can choose the method of complaint.
18. The rights and obligations of the contracting parties regarding the rights arising from defective performance are governed by § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of the Civil Code, and Act no. 634/1992 Coll., on consumer protection.
19. Other rights and obligations of the parties associated with the seller's liability for defects are regulated by the seller's complaints procedure, including deadlines for exercising the rights.
20. If gifts are provided together with the goods, rights arising from defective performance can only be exercised for these gifts within 14 days from the date of receipt of the gift. Buyers who conclude a purchase agreement as entrepreneurs are not entitled to exercise the right from defective performance for gifts.

**VIII**

**Delivery**

1. The parties may deliver all their written correspondence via electronic mail.
2. The buyer shall communicate with the seller using the email address provided in these Terms and Conditions. The seller shall communicate with the buyer using the email address provided in his customer account or order.

**IX**

**Personal data**

1. All information provided by the buyer in cooperation with the seller is confidential and shall be treated as such. If the buyer does not give the seller written permission, the seller will not use the buyer's data for purposes other than performance of the contract, with the exception of email addresses to which the seller may send commercial communications, as this procedure is permitted by law unless explicitly rejected. These communications may only relate to similar or related goods, and the buyer may easily unsubscribe from them at any time (by sending a letter or email, or by clicking on a link in the commercial communication). The e-mail address will be kept for this purpose for a period of 3 years from the conclusion of the last contract between the contracting parties.
2. For more information on personal data protection, visit our Privacy Policy HERE.

**IX**

**Out-of-court dispute resolution**

1. The Czech Trade Inspection Authority based at Štěpánská 567/15, 120 00 Prague 2, CRN: 000 20 869, Internet address: https://adr.coi.cz/cs, is the competent authority for out-of-court settlement of consumer disputes arising from a purchase agreement. The online dispute resolution platform at http://ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer arising from the purchase agreement.
2. The European Consumer Centre Czech Republic based 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/ES (the ODR Regulation).
3. The seller is permitted to sell goods on the basis of a trade license. Trade license inspections are performed by the relevant trade licensing office within its competence. The Czech Trade Inspection Authority also supervises compliance with Act no. 634/1992 Coll., on consumer protection, to a limited extent.

**X**

**Final provisions**

1. All agreements between the seller and the buyer are 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 shall be governed by the law of the Czech Republic. This shall be without prejudice to the consumer's rights under generally binding legislation.
2. The seller is not bound by any codes of conduct in relation to the buyer in the sense of the provisions of § 1826 par. 1 subpar. e) of The Civil Code.
3. All rights to the seller's website, in particular the copyright to the content, including page layout, photos, videos, graphics, trademarks, logos and other content and elements, are the property of the seller. It is forbidden to copy, change or otherwise use the website or any part thereof without the seller's consent.
4. The seller is not liable for errors caused by third party interventions in the online store, or as a result of its use contrary to its purpose. When using the online store, the buyer may not proceed in a way that could adversely affect the store's running; he may not perform activities that could allow him or third parties to interfere with or use the software or other components of which the online store consists, or use the online store, its parts or software in such a way that would be contrary to its purpose.
5. The purchase contract, including the Terms and Conditions, is archived by the seller in electronic form and is not accessible.
6. The Terms and Conditions may be changed or amended by the seller. This provision is without prejudice to the rights and obligations arising from the previous Terms and Conditions.
7. A form template for withdrawal from the contract can be downloaded in the 'For download' section.

These Terms and Conditions shall come into effect on 27 January 2022