

TYMA CZ Eshop Terms of Purchase

Eshop Terms of Purchase supplement the General Terms and Conditions of TYMA CZ, s.r.o. and specify some details when purchasing in the Eshop.

- 1. Purchase via Eshop is available to both registered and non-registered customers.
- 2. Registration is not subject to conditions, non-use of Eshop will not render cancellation. Registered users enter user name and password to access Eshop. In case of forgotten password, a new one will be sent via email.
- 3. Minimum quantity. The minimum order quantity shall be 1 piece or 1 meter, unless otherwise stated. The minimum quantity of standard roller chains packed in boxes is 1 package, i.e. 5 meters. The minimum order value for foreign shipments is 100 € for selected countries or an equivalent value in another currency.
- 4. Price is listed in Czech koruna (CZK) or Euros (€), excluding and including VAT.
- 5. **Price is available upon request** for products where the price is not precisely given due to minimum quantity production, unknown supplier price or availability. The price calculation of such items is based on the current price and availability at our supplier. Please let us know the required quantity and send a price request. We will inform you of the price and delivery conditions in response to this request by email. Only in case of your purchase order the goods will be ordered from the supplier.
- 6. You shall receive an order confirmation via email.
- 7. Dispatch. Shipment of goods occur weekdays 08:00-16:00.
- 8. Shipping and handling fees. Shipments weighing up to 30 kg are sent via parcel delivery through a mail service. Shipments exceeding 30 kg are sent via freight forwarder and cost is according to carrier price list based on weight and place of delivery. Shipping cost for export shipments is based on weight and delivery location. Customs clearance fees are charged for shipments destined outside the EU and are added to the shipping cost.
- 9. The method of payment is determined by the method of transport and the country of delivery. When sending goods by parcel service, depending on the country of delivery, it is possible to make a payment through a payment gateway (payment card and, in the case of delivery to the Czech Republic, Slovakia or Poland, also by immediate bank transfer) or an advance invoice. In the Czech Republic, it is also possible to choose payment by cash on delivery. For shipments sent by freight forwarding service, the goods are paid for by an advance invoice. The goods may also be paid upon personal collection at our central warehouse in Trmice. Regular customers may have the option of payment on invoice by agreement.
- 10. **Delivery time frame** for stocked items is 1-2 business days from receipt of order. For items that are not in stock, the usual delivery time is listed in the Eshop. If we find that the delivery time should be longer than 4 weeks, we will send you a notification.
- 11. **Delivery time frame for export shipments** is generally 4-5 business days. However, some countries have a delivery time frame of 7-10 business days according to the delivery conditions of the contracted carrier.
- 12. When purchasing from the Eshop, the consumer, in accordance with § 1829 et seq. of the Civil Code, **reserves the right to return purchased goods within 14 days without stating a reason** (as defined under the right of withdrawal). In case of returning goods please use the <u>appropriate form</u>. Returned goods must be undamaged and unused. The amount for the returned goods shall be refunded within 14 days. The refunded amount may be reduced by a value that corresponds to the possible use, damage or wear and tear of the goods (right to compensation). In case of withdrawal the consumer bears the cost of returning goods (ie. costs of returning goods to the supplier and packaging costs). In accordance with the

provisions of § 1837, letter d) of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), the consumer may not withdraw from a contract of purchase in the sense of the provisions of § 2079 et seq. of the Civil Code, if it concerns a contract on delivery of goods that have been adjusted by request of the consumer or for the consumer, concluded by means of remote communication. These goods are clearly marked in the Eshop.

13. Alternative dispute resolution (ADR). If there is a consumer dispute between us and a consumer over a purchase/service agreement that cannot be settled by means of mutual agreement, the consumer may submit a proposal for an out-of-court settlement of such a dispute to the entity authorised to settle consumer disputes out of court, which is: Česká obchodní inspekce (Czech Trade Inspection Authority), Ústřední inspektorát - oddělení ADR (Central Inspectorate - ADR Department), Štěpánská 15, 120 00 Praha 2, Czech Republic, email: adr@coi.cz, web: www.coi.cz. Consumers can also use the Online Dispute Resolution (ODR) platform, which is established by the European Commission at https://eceuropa.eu/consumers/odr/.

General Trade Terms of TYMA CZ, s.r.o. apply to all contractual relationships, particularly supplies/deliveries. By placing an order or accepting an offer, the customer demonstrates that he is familiar with and understands these general terms and conditions and thus is in agreement with them.