
Terms and Conditions and Rules for Claims Resolution

The following General Terms and Conditions (hereafter, the “GTC”) apply to purchases made in the online shop operated by Czevitrum s.r.o., Československé armády 370/9, 160 00 Praha (hereafter, the “Czevitrum”). Co. Reg. No. 01950401, VAT Reg. No. CZ01950401, registered in the Commercial Register with the Municipal Court in Prague, Section C File No. 213785. The GTC governs the relationship between the customer and Czevitrum in the area of the sale of items offered by Czevitrum. The customer who places the order confirms that they have familiarised themselves with these terms and conditions, of which the Rules for Claims Resolution is an integral part, and that they agree with them. The customer is made sufficiently aware of the existence of these terms and conditions prior to placing their order and has the opportunity to familiarize themselves with them.

I. Customer

At the start of the business relationship, the customer provides to the Seller only the contact information necessary for the seamless fulfilment of their order, or information that they would like to be listed on the purchase documentation. The legal relationship between the Seller and the customer not specified in these GTC is governed by provisions of Act No. 89/2012, Coll., the Civil Code, as well as by related regulations, in particular Act. No. 634/1992, Coll. on consumer protection, all as amended.

II. Order Processing

1) Registration

The customer has the opportunity prior to ordering to register - when placing orders in the future, they will not be required to enter any personal data - it will be filled in automatically. However, it is possible to order goods without registering.

2) Order Receipt and Processing

After placing an order, the customer will receive an email confirming receipt of the order. Czevitrum does not guarantee that items ordered are in stock at the time the order is placed.

Czevitrum will keep the customer informed by email as to the status of their order (receipt, processing, and shipping).

In any discrepancies in the order, customer should contact Czevitrum through the contact form on its websites <http://czevitrum.com/contact/> or through the following email: info@czevitrum.com.

3) Withdrawal from the Contract by the Customer

In accordance with §1829 et seq. of the Civil Code, the customer has the right to withdraw from the contract within 14 days of receipt of the goods if the contract was concluded remotely (outside the business premises of the Seller by means of distance communications). The customer must send their request to withdraw from the contract no later than the last day of the period referred to in the previous sentence, in written form, to Czevitrum’s seat or to the following email address info@czevitrum.com, The customer is obliged to use the sentence “I hereby give notice that I am withdrawing from the purchase contract for the following goods:” in the request and add a prescription of the good. The customer is obliged to return the goods without undue delay within 14 days of withdrawing from the contract in its complete form, with complete documentation, undamaged, in the condition and value in which the goods were received, to the address: Czevitrum s.r.o., Ceskoslovenske armady 370/9, 160 00 Prague, Czech Republic. If the returned goods are incomplete or damaged, Czevitrum is entitled to reduce the amount refunded by the corresponding amount (in accordance with §1833 of the Civil Code). Czevitrum reserves the right not to accept packages shipped cash on delivery. We recommend that you insure the package. Czevitrum will return the money for

the returned goods to the customer without undue delay, no later than 14 days from the day that notice of withdrawal was made, but not earlier than the day the goods are received; Czevitrum will return the money by bank transfer or other method agreed upon in advance between the customer and Czevitrum. Only previously paid amounts can be refunded to the customer, less all costs that Czevitrum incurred to ship the goods to and from the Customer's address. If the customer paid for these goods by card, the aforementioned refund will be reduced by any fees associated with card payments.

4) Withdrawal from the Contract by the Seller

Czevitrum has the right to withdraw from the contract at any time until the time of shipment due to the unavailability of the goods or significant change in their price. In this case, however, Czevitrum is obliged to contact the customer and agree upon the next steps to resolve the situation.

III. Prices

Prices listed include VAT. The customer pays the price for the goods in effect at the time of the order. If the goods are not currently in stock, the order can be fulfilled upon agreement with Czevitrum via email at info@czevitrum.com, where the customer will be informed as to the price and date the goods will be available.

IV. Delivery and Payment Terms

The ordered goods will be sent using the customer's chosen method to the name and address provided by the customer. If the goods are in stock, the Seller shall endeavor to ship them or deliver them to the carrier within 2 working days of receiving the order, otherwise Czevitrum will contact the customer the earliest possible delivery date.

Delivery Methods

The goods will be delivered using the method that the customer chose when ordering over the internet.

1) Standard delivery:

Available delivery methods include delivery by companies DPD for the customers from EU member states or UPS for the customers out of EU member states. Unless otherwise stipulated in the order, Czevitrum charges a flat fee of EUR 15 for shipping into the EU states and 25 EUR for shipping out of EU states.

2) Express delivery:

Czevitrum offers the customer an express delivery via UPS Worldwide Saver. In that case the price for shipping is calculated automatically after the address is entered, based on the country of delivery.

All above mentioned meanings of delivery are based on the delivery condition DDP according to INCOTERMS 2010.

note:

Delivery Duty Paid - DDP (INCOTERMS 2010)

The seller is responsible for arranging carriage and delivering the goods at the named place, cleared for import and all applicable taxes and duties paid (e.g. VAT, GST).

If the packaging is damaged in any way, the package should not be accepted! If the items are damaged, even if the packaging is intact, the delivery company or the Seller must be informed as soon as possible!

V. Warranty Conditions

Warranty conditions on goods are governed by the Czevitrum's Rules for Claim Resolution and applicable laws of the Czech Republic. The proof of purchase (invoice/bill) serves as the warranty card.

The warranty period for items sold via Czevitrum's e-shop is 24 months and begins as of the date the items are received by the customer.

Customer shall follow instruction of the right handling with the good to avoid the loss of warranty. The basic condition for maintaining the functionality of items sold in the Czevitrum's e-shop is proper prevention, which starts with its selection, continues through its use, and ends with its proper care.

1. All purchased products should be washed by hand - not in the dishwasher.
2. Avoid contact of the products with hard or sharp objects.
3. Handle the products carefully to avoid scratching them.
4. Use polish to remove any traces of natural oxidation on gold and platinum surfaces.

VI. Rule for Claims Resolution

The Rules for Claims Resolution specifies the procedure for the customer and Czevitrum in the event that, despite efforts by Czevitrum to maintain the highest quality of goods and services offered, a legitimate cause for complaint arises on the part of the customer.

If defects appear in purchased items, it is in the interest of Czevitrum to offer the customer the necessary service to ensure that the defect is removed or otherwise resolved in accordance with these Rules for Claims Resolution.

A defect cannot be considered to be a change (properties) in the goods which occurred during the warranty period as a result of improper use or care.

The customer shall submit any claim directly at Czevitrum company's seat. Czevitrum shall after that determine whether the claim is valid on the spot, whereas Czevitrum does not consider as a defect the following quality nature:

1. bubbles in the glass smaller than dia 3 mm
2. deviations in thickness of the glass
3. deviations in colour of the glass
4. deviations in size of the certain glass products (bowls Czevitrum Nuo, Uno; ashtrays Salamander)
5. Non-delivery of the package due to customer error in providing the correct address cannot be considered a claim-worthy reason and the customer bears all costs associated with re-sending the package.

If an item is defective, the customer may request:

1. free repair of the defect
2. delivery of new defect-free goods, if it is not considered to be disproportionate in relation to the extent of the defect (if it relates only to parts of items, the customer can request only replacement parts)
3. if it is not possible to replace the defective item with a non-defective item, the customer may withdraw from the contract
4. if the customer did not withdraw from the contract or did not exercise their right to new item(s) without defects, to the exchange of the defective components, or to have the defect repaired, they may request a reasonable discount.

VII. Time Limits for Filing Claims

Claims, including removal of defects, must be settled within 30 days of the day the claim was made, unless otherwise agreed upon between Czevitrum and the customer.

The right to make claims for defects in goods for which a warranty period is valid expires if it was not exercised during the warranty period.

The customer shall submit a claim without undue delay after the defect is found.

If the customer chooses to have the defective item(s) repaired, the warranty period shall be extended by the amount of time equal to the period from the date when the claim was made to the date the customer received the repaired item(s).

If the customer chooses to exchange the defective item(s) for new goods, the new warranty period starts as of the date of receipt of the new item(s).

If the packaging is damaged in any way, the package should not be accepted! If the items are damaged, even if the packaging is intact, the delivery company or the Seller must be informed as soon as possible!

VIII. Data Security and Protection

Czevitrum hereby declares that all personal data is confidential, will be used only to fulfil the contract with the customer, and will not be in any way made public, disclosed to any third part, etc., with the exception of situations connected with distribution or payments for ordered goods. Personal data provided to Czevitrum by the customer for the purpose of fulfilling the order are collected, processed, and stored in accordance with the applicable laws of the Czech Republic, in particular with Act No. 101/2000, Coll. on the Protection of Personal Data, as amended. The customer grants the Seller its consent to the collection and processing of personal data for the purposes of fulfilling the terms of the purchase contract, until that time that the customer provides a written statement of disagreement with such processing. The customer has the right to access their personal data and the right to amend it, including other legal rights to this data.

Information about processing of personal data by Czevitrum in compliance with Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016, the General Data Protection Regulation (hereafter the "Regulation"), which the company processes as the controller in the sense of the Regulation are available separately in sheet "Information about processing of personal data".

IX. Final Provisions

Claims will be handled in accordance with the Czevitrum's Rules for Claims Resolution and applicable laws in force in the Czech Republic.