



# General Terms and Conditions

## 1. Preamble

These General Terms and Conditions (hereinafter referred to as GTC) apply to purchases in the online shop [www.growduino.cz](http://www.growduino.cz), which is operated by Roman Odstrčil - Growduino.cz, ID No. : 71806059, with its registered office at Prosecká 677/127, Prague 9 - Prosek.

These GTC govern relations between the Buyer and the Seller in the sale of goods between Roman Odstrčil - Growduino.cz, IČ: 71806059, with its registered office at Prosecká 677/127, Prague 9 - Prosek (hereinafter referred to as "Seller") and its business partners (hereinafter referred to as "Buyer").

All contractual relationships are concluded in accordance with the laws of the Czech Republic. By placing an order, the Buyer confirms that he / she has become familiar with these terms and conditions, the integral part of which is the Complaints Procedure and agrees with them. The Buyer is notified of these Terms and Conditions in a sufficient manner before making the order and has the opportunity to become familiar with them.

## 2. Definitions

### a. Seller

The seller is Roman Odstrčil - Growduino.cz, IČ: 71806059, with its registered office at Prosecká 677/127, Prague 9 - Prosek, 19000, Czech republic

### b. Buyer

The buyer is the consumer or the entrepreneur.

A consumer is a natural person who, when concluding and fulfilling the Purchase Agreement with the Seller, does not act in the course of his business or other business activities or in the course of his own profession. At the start of business relations, the consumer only gives the Seller his or her contact details, necessary for the orderly processing of the order, or data that he / she wants to have on the purchase documents.

The legal relations of the Seller with the consumer not explicitly regulated by these GTC shall be governed by the relevant provisions of the Act. No. 40/1964 Coll., Civil Code and Act. No. 634/1992 Coll., on Consumer Protection, both as amended, and related regulations.

An entrepreneur is understood to be: a person registered in the Commercial Register (especially commercial companies), a person doing business on the basis of a trade license (a tradesman registered in the Trade Register), a person doing business on a basis other than a trade license under special regulations (eg free profession as an advocacy, etc.) and a person who runs agricultural production and is registered in a special regulation. The legal relations



of the Seller with the Buyer, who is an entrepreneur, not explicitly regulated by these GTC or by the Agreement between the Seller and the Buyer are governed by the relevant provisions of Act No. 513/1991 Coll., Commercial Code, as amended, as well as related regulations.

Individual Seller's Contract with Buyer is superior to business terms.

### **c. Consumer Contract**

Purchase Contract, Work Contract, or Other Contracts under the Civil Code, if the contracting parties are on the one hand a consumer and on the other hand the supplier, respectively. Seller.

## **3. Processing of personal data**

All handling of personal data of Buyers is governed by Act No. 101/2000 Coll., On Personal Data Protection, as amended, and by other legal regulations applicable in the Czech Republic. By its free decision (by pressing the Order button), the buyer indicates that he or she is aware of all the above facts and agrees to further process his / her personal data for the purposes of the business of the e-shop operator.

The provision of personal data is voluntary, you have the right to access the data, and you are protected by the law. You may revoke this consent in writing at any time. Personal data will be fully secured against misuse. The data will be stored and not shared with third party applications.

The operator of this e-shop is the administrator and at the same time the processor of personal data within the meaning of the above mentioned law. These pages contain valid e-shop operator identification data and an updated list of contacts for contact with Buyers.

The Seller / Operator is entitled to use the provided personal data beyond the scope of processing necessary for the conclusion and performance of the Contract only under the conditions published in the GDPR section on the website [www.growduino.cz](http://www.growduino.cz). The administrator hereby informs the data subject and provides him / her with explicit information about the rights arising from Act No. 101/2000 Coll. on the protection of personal data, ie in particular that the provision of personal data to the controller is voluntary, that the data subject has the right to access them, has the right to withdraw the consent in writing at any time at the administrator's address and has the right to contact to the Office for Personal Data Protection and request appropriate remedy, such as abandonment of such behavior by the administrator, removal of the situation, provision of an apology, correction or completion, blocking, liquidation of personal data, payment of monetary compensation as well as use of other rights arising from § 11 and 21 of this Act. If the Buyer wishes to correct personal data processed by the Operator or the Seller, the Buyer may request it at the e-mail address [eshop@growduino.cz](mailto:eshop@growduino.cz) or at the above-mentioned postal address of the Operator or the Seller.

More info about personal data processing on [growduino.cz](http://growduino.cz) to be found in [GDPR POLICY](#).



## **4. Order and Contract conclusion**

The Buyer is entitled to send the Order to the Seller only through the ordering system of the eshop.

The proposal to conclude the Purchase Contract is the placement of the offered goods by the Seller on the site, the Purchase Agreement is created by sending the order by the Buyer to the Seller and acceptance of the order by the Seller. This acceptance is immediately confirmed by the Seller to the Buyer by e-mail to the specified e-mail; The Contract (including the agreed price) can only be changed or canceled by agreement of the parties or on legal grounds.

Some types of less-sold goods are not available for long-term storage by the Seller for capacity and economic reasons. When ordering goods in excess of CZK 8,000, the Buyer undertakes to pay the Seller a deposit of CZK 4,000. The seller is obliged to order the goods at the supplier only at the moment of full payment of the deposit by the buyer. The Seller accepts the payment terms and conditions specified in Part 6 of these GTC for payment of the deposit under the Payment in cash upon receipt, Advance Payment by Bank Transfer, Advance Payment. The deposit is refundable only if the Seller is unable to deliver the goods to the Buyer.

A consumer who resides in a Member State of the European Union outside the territory of the Czech Republic; who is a citizen of a Member State of the European Union outside the territory of the Czech Republic, by confirming the order, agrees to conclude a purchase contract in the Czech language.

After concluding the purchase contract, it is not possible to determine whether errors occurred during the processing of the data prior to placing the order, or to correct these errors.

The concluded purchase contract is archived by the Seller and is available to the Buyer upon request to the Buyer within 2 years of the date of its signature.

## **5. Price and Payment**

The offer with prices quoted on the dealer's e-shop are contractual, final, always up-to-date and valid, as long as they are offered by the Seller in the online store.

Shipping costs are listed under "Delivery Time and Delivery Conditions".

The cost of using remote communication means is borne by the Buyer.

The final calculated price after completing the order form is already included in the shipping charge.



As the price for the conclusion of the Agreement between the Seller and the Buyer, the price stated for the goods at the time of ordering the goods by the Buyer applies. The tax document based on the Purchase Agreement between the Seller and the Buyer also serves as a delivery note. The buyer can only accept the goods after they have been paid in full, unless otherwise agreed.

In the event that the Buyer makes a payment and the Seller is subsequently unable to deliver the goods, the Seller shall return the performance to the Buyer in the agreed manner without delay. The time-limit for reimbursement depends on the chosen method of returning it, but may not exceed 30 days from the time this impossibility arose.

The goods remain the property of the seller until full payment.

The seller accepts the following payment terms:

- Payment in cash upon receipt
- Prepay by bank transfer
- Advance payment

## **6. Delivery Time and Delivery Conditions**

The Seller fulfills the delivery of goods by handing over the goods to the Buyer, or by handing over the goods to the First Carrier, thereby also risking damage to the Goods to the Buyer.

Product availability is always listed in the detail of product.

The delivery time depends on product availability, payment terms and conditions of delivery, and is a maximum of 30 days. In normal cases, the goods are dispatched within 14 working days of full payment of the purchase price. The delivery date is always stated in the email confirming the order. The delivery does not include installation of purchased goods.

The Buyer will receive a tax receipt / invoice together with the shipment. The delivery period starts with the goods that will be paid by the Buyer upon receipt, ie cash on delivery, to run on the day of the valid conclusion of the Purchase Agreement pursuant to Article IV. of these GTC. In the event that the Buyer has chosen a different payment method than the payment of the goods upon its receipt, the delivery period starts to run from the full payment of the purchase price, ie from the crediting of the relevant amount to the Seller's account.

The seller accepts that the delivery fees may vary according the foreign destination country specifications; individual outside Czech republic delivery price is calculated, depending on the desired product specifications.

In case of returning the goods to the Seller within 14 days, the Buyer shall bear the cost of shipping.

## 7. Warranty and services

The warranty period for the sale of consumer goods is 24 months. The battery in the UPS product and the pH probe in the pH product have a 6-month warranty. If, in accordance with special legal regulations, a time limit for the use of the item is indicated on the item sold, its packaging or instructions attached thereto, the warranty period shall expire upon expiry of this period.

The warranty does not cover wear and tear caused by its normal use. For items sold at a lower price, the warranty does not apply to defects for which a lower price has been agreed. If the goods are used, the seller is not liable for defects corresponding to the degree of use or wear that the thing had on receipt by the buyer.

It is necessary to present the purchase document (receipt, invoice, lease contract) for the warranty repair. warranty card. In case of shipment of goods to the Seller, the goods must be packed for transport in such a way that it is not damaged during transport.

The Seller provides the Customer with after-warranty service. In case of shipment of goods to the Seller, the goods must be packed for transport in such a way that it is not damaged during transport.

Post-warranty repaired goods will be handed over to the Buyer in person at no extra charge for postage or sent through Czech Post, while the postage will be charged according to the weight and method of dispatch for the price of repair, see. Cap. 6.

## 8. Complaints

In the event that a defect occurs during the warranty period, depending on the nature of the defect, the Buyer has the following rights when applying the warranty:

in case of defect removable:

- a) the right to free, proper and timely removal of the defect
- b.) the right to replace defective goods or defective parts, unless this is disproportionate to the nature of the defect
- c.) in the case of the impossibility of the procedures specified in a.) and b.) has the right to a reasonable discount on the purchase price or withdrawal from the contract in case of

defect not removable:



- a) the right to replace defective goods or withdraw from the purchase contract in the event of a removable defect, unless the Buyer can properly use the item for recurrence of the defect (ie the goods have already been claimed 3 times for the same defect)
- b.) the right to replace defective goods or withdraw from the purchase contract if other defects are irremovable and if the consumer does not request the exchange of goods:
- c.) the right to a reasonable discount on the purchase price or withdrawal from the purchase contract.

The complaint can be filed with the Seller in all its premises.

Claims do not apply to:

- a.) if a defect or damage arises from a demonstrably incorrect use, contrary to the instructions for use or other incorrect act of the Buyer of demonstrable tampering with the goods
- b.) for defects caused by normal wear and tear of consumer goods with a specified period of use according to special legal regulations, if such claim is applied after this period
- c.) for defects caused by natural disasters

## **9. Contract termination**

Due to the nature of the conclusion of the Purchase Contract by means of distance communication, the Buyer who is a consumer has the right to withdraw from this Agreement without any penalty within 14 days of receipt of the goods. Furthermore, the Buyer, who is a consumer, has the right to withdraw from the Contract in accordance with Section 53 (7) and (8) of Act No. 40/164 Coll., The Civil Code, as amended. The above does not apply to the Buyer who is an entrepreneur and concludes the Purchase Contract in connection with his business activities. In the case of the above mentioned withdrawal from the contract, the Seller will send the purchase price to the Buyer's bank account, which the Buyer will communicate to the Seller for this purpose.

The Seller has the right to withdraw from the Contract if the Buyer does not pay the full amount of the purchase price within 30 days from the date of conclusion of the Purchase Contract.

## **10. Final provisions**

The Buyer will allow the Seller to perform its duties in accordance with the Offer / Contract, to which it will develop all necessary assistance.



The Buyer undertakes to pay all costs incurred by the Seller by sending reminders and the costs associated with recovering any claims.

The Buyer acknowledges that the Seller is entitled to assign its claim from the Contract to a third party.

The Buyer shall immediately inform the Seller of the change of its identification data within 5 working days from the day when such change occurred.

The Parties undertake to use their best endeavors to resolve all disputes arising out of or in connection with the Contract and / or the GBC.

The contractual relationship between the parties is governed by the laws of the Czech Republic, in particular Act No. 40/1964 Coll., The Civil Code, as amended. For the purposes of contracting with an international element, in accordance with Article III. Regulation No 593/2008 on the law applicable to contractual obligations, adopted by the European Parliament and the Council of the European Union on 17 June 2008 (hereinafter referred to as "Rome I"), has chosen Czech law as the law applicable to the Purchase Agreement and these GTCs excluding the use of the "UN Convention on Contracts for the International Sale of Goods". This choice is without prejudice to Article VI of Rome I concerning consumer contracts.

In the event that any provision of the Contract and / or GTC is or becomes or becomes invalid or unenforceable, this shall not affect (to the maximum extent permitted by law) the validity and enforceability of the remaining provisions of the Agreement and / or GTC. In such cases, the Contracting Parties undertake to replace the invalid or unenforceable provision with a valid and enforceable provision which, to the maximum extent possible, has the same meaning and effect as the provisions of the provision to be replaced.

As a matter of legal precaution, the parties hereby declare, in cases of contracting internationally, for any dispute cases (except in the case of disputes involving and / or in connection with the exclusive jurisdiction of the arbitrator) or in cases where it has been found by a final judgment of the court that there is no jurisdiction of the arbitrator pursuant to this article of the GTC that, in accordance with Article 23 of Council Regulation (EC) No 44/2001 of 22 December 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, the exclusive jurisdiction of the Municipal Court in Prague for any future disputes arising from the Contract and / or the GBC and / or in connection with them. The Contracting Parties hereby also establish exclusive jurisdiction for all disputes in connection with the Contract and the GTC (with the exception of disputes with exclusive and / or exclusive jurisdiction) of the Municipal Court in Prague.

These GTC come into force and effect on 1 January 2019 and are also available on the Seller's website. The Seller is entitled to change these GTC at any time. The GTC shall then cease to be valid and effective on the date when the GTC later comes into force.