

Terms and conditions

General Terms and Conditions

The law requires us to state business terms here. However, we consider the principles that are not regulated by the law to be more important. We believe in decency, fairness, and we think it is best for both sides to agree humanly. This means that if you have any problem, please contact us and we will try to resolve it.

Have a nice shopping

Kitl s.r.o.

Terms and Conditions of company Kitl s. r. o.

with its registered office at Pasiřská 3299/60, 466 01 Jablonec nad Nisou, Czech Republic

identification number: 4671 2518

kept at the Regional Court in Ústí nad Labem, file number C 2619

for the sale of goods through an online store located at www.eligin.com.

1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") of Kitl sro, registered office at Pasiřská 3299/60, 466 01 Jablonec nad Nisou, Czech Republic, identification number: 46 71 25 18, registered in the Commercial Register kept by the Regional Court in Ústí nad Labem, file number C 2619 (hereinafter referred to as "the seller"), regulate mutual rights and obligations in accordance with Section 1751 (1) of Act No. 89/2012 Coll., Civil Code of the Czech Republic (hereinafter referred to as the "Civil Code") of the contracting parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural person (hereinafter referred to as the "Buyer") via the Seller's e-shop. The e-shop is operated by the seller on a website located on the website www.eligin.com (hereinafter referred to as the "website") via the website interface (hereinafter referred to as the "web interface").

1.2. The Terms and Conditions do not apply in cases where a person intending to purchase goods from the Seller is a legal person or person acting in the course of ordering goods in the course of his business or in his own pursuit of his profession.

1.3. Provisions deviating from the Terms and Conditions can be agreed in the purchase contract. Different arrangements in the Purchase Agreement take precedence over the terms and conditions of the Terms and Conditions.

1.4. Terms and conditions of business are an integral part of the purchase contract. The purchase contract and terms and conditions are written in the Czech language and are governed by the laws of the Czech Republic. The purchase contract can be concluded in the Czech language.

1.5. The Terms and Conditions may be amended or supplemented by the Seller. The relationship between the Seller and the Buyer is governed by the terms and conditions in force at the time of conclusion of the Purchase Contract in accordance with Section 3.8 hereof.

2. USER ACCOUNT

2.1 Based on the Buyer's registration made on the Website, the Buyer may access its user interface. From its user interface, the buyer may order goods (hereinafter referred to as "user account"). The store web interface also allows the buyer to order goods without registration directly from the store's web interface.

2.2 When registering on the website and when ordering goods, the buyer is obliged to provide correct and true information. The Buyer is obliged to update the data stated in the User Account in any change. The information given by the buyer in the user account and when ordering goods is considered by the seller to be correct.

2.3 Access to the user account is secured by username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary for access to its user account and acknowledges that the Seller is not liable for any damage incurred as a result of the Buyer's breach of this obligation.

2.4 The Buyer is not entitled to allow third parties to use the User Account.

2.5 The Seller may cancel the User Account, especially if the Buyer does not use his / her User Account for more than 365 days or if the Buyer violates his / her obligations under the Purchase Agreement (including Terms and Conditions).

2.6 The Buyer acknowledges that the User Account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software, or, necessary maintenance of hardware and software of third parties.

3. CLOSING THE PURCHASE AGREEMENT

3.1 All presentation of goods placed in the web interface of the shop is of an informative nature and the seller is not obliged to conclude a purchase agreement regarding these goods. Section 1732 (2) of the Civil Code does not apply.

3.2 The web interface of the store contains information about the goods, including the prices of individual goods. The prices of the goods include VAT and all related charges. Prices of goods remain in effect as long as they are displayed in the store's web interface. This provision does not limit the seller's ability to conclude a purchase agreement under individually agreed conditions.

3.3 The store web interface also contains information on the costs of packaging and delivery of the goods. Information on the costs associated with packaging and delivery of goods to the user of that State listed in the web interface of the store applies only when the goods are delivered within the same user of that state.

3.4 To order goods, the buyer will fill in the order form in the web interface of the shop. In particular, the order form contains information about:

3.4.1 the ordered goods (the Buyer inserts the ordered goods into the electronic shopping cart of the web interface)

3.4.2 the method of payment of the purchase price of the goods,

3.4.3 information on the required method of delivery of the ordered goods and information on the costs associated with the delivery of the goods (hereinafter referred to as "the Order").

3.5 Before sending the order to the seller, the buyer is allowed to check and change the data entered into the order by the buyer, even with regard to the possibility of the buyer to detect and correct errors in entering data into the order. The buyer sends the order to the seller by clicking on the "Finish order" button. The data listed in the order they are deemed correct by the seller.

3.6 Upon receipt of the order, the Seller shall immediately confirm this receipt to the Buyer by e-mail to the Buyer's e-mail address specified in the User Interface or in the Order (hereinafter referred to as the "Buyer's e-mail address").

3.7 The Seller is always entitled, depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs) to ask the Buyer for additional confirmation of the order (eg in writing or by phone).

3.8 The contractual relationship between the Seller and the Buyer arises upon delivery of the order acceptance (acceptance) sent to the Buyer by e-mail to the Buyer's e-mail address.

3.9 The Buyer acknowledges that the Seller is not obliged to conclude a Purchase Contract, especially with persons who have previously materially breached the Purchase Agreement (including Terms and Conditions).

3.10 The Buyer agrees to use the means of distance communication to conclude the Purchase Contract. The costs incurred by the buyer when using the means of distance communication in connection with the conclusion of the purchase contract (the cost of internet access, the cost of telephone calls) are paid by the buyer, and these costs do not differ from the base rate.

3.11 A gift may be provided by the Seller together with the order for goods, which may be refused by the Buyer in the order form. The gift is provided to the buyer on the basis of a separate gift contract, which is concluded at the same time as the purchase contract according to paragraph 3.8 of these rules.

4. GOODS PRICE AND PAYMENT CONDITIONS

4.1 The Buyer may pay the Seller the price of the goods and any costs associated with the delivery of goods under the Purchase Agreement in the following ways:

- by bank transfer to the Seller's account No. 2000104992/2010, kept by FIO Bank, IBAN: CZ2620100000002000104992, BIC/SWIFT: FIOBCZPPXXX (hereinafter referred to as "Seller's Account");
- cashless via the ComGate payment system (bank payment buttons and payment card);

4.2 Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with packaging and delivery of the goods at the agreed amount. Unless expressly stated otherwise, the purchase price is also understood to include the costs associated with the delivery of the goods.

4.3 The Seller does not require the Buyer to make a deposit or other similar payment.

4.4 In the case of cashless payment, the purchase price is payable within 5 days of the conclusion of the purchase contract and the goods are sent to the buyer only after the payment has been credited to the seller's account.

4.5 In case of cashless payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of cashless payment, the Buyer's obligation to pay the purchase price is fulfilled at the moment of crediting the relevant amount to the Seller's account.

4.6 Any discounts on the price of goods provided by the Seller to the Buyer cannot be combined.

4.7 If it is customary in the course of trade or if it is stipulated by generally binding legal regulations, the Seller shall issue a tax document - invoice for the payments made under the purchase contract to the Buyer. The seller is a payer of value added tax. The tax document - invoice will be issued by the seller to the buyer after payment of the price of the goods and will be sent in writing together with the ordered goods.

4.8 According to the Act on Registration of Sales of the Czech Republic, the Seller is obliged to issue a receipt to the Buyer.

At the same time, he is obliged to register the received sales with the tax administrator online; in case of technical failure then within 48 hours at the latest.

4.9 The Buyer agrees to receive the receipt from the Seller also in electronic form at the Buyer's email address.

5. COMPLAINT CONDITIONS AND WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1 The Buyer acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the purchase contract for delivery of perishable goods as well as goods that have been irrevocably mixed with other goods or a delivery contract goods in a sealed package which the consumer has removed from the packaging and cannot be returned for hygienic reasons.

5.2 If the case is not mentioned in the previous paragraph or in another case, when it is not possible to withdraw from the purchase contract, the Buyer has the right to withdraw from the purchase contract in accordance with Section 1829 (1) of the Civil Code of the Czech Republic up to fourteen (14)) days from receipt of the goods, whereas if the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the Purchase Agreement must be sent to the Seller within the period specified in the previous sentence. For withdrawal from the Purchase Agreement, the Buyer may use the standard form provided by the Seller, which is attached to these General Terms and Conditions. Withdrawal from the Purchase Contract may be sent by the Buyer to, inter alia, the address of the Seller's premises or the Seller's e-mail address: orders (at) kitl.cz.

5.3 In the event of withdrawal from the purchase contract in accordance with the terms and conditions, the purchase contract is canceled from the beginning. The goods must be returned by the buyer within fourteen (14) days of withdrawal from the contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs of returning the goods to the seller,

even if the goods cannot be returned due to their usual postal route.

5.4 In case of withdrawal from the contract under the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of withdrawal from the Purchase Agreement by the Buyer in the same manner as the Seller accepts them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer at the time of returning the goods by the Buyer or otherwise, if the Buyer agrees with this and does not incur additional costs for the Buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or proves that the goods were sent to the seller.

5.5 The Seller is entitled to unilaterally set off the claim for damages to the goods against the Buyer's claim for the refund of the purchase price.

5.6 In cases where the Buyer has the right to withdraw from the Purchase Contract in accordance with Section 1829 (1) of the Civil Code of the Czech Republic, the Seller is also entitled to withdraw from the Purchase Contract at any time until the goods are taken over by the Buyer. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by wire transfer to the account specified by the Buyer.

5.7 If a gift is given to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the termination condition that if the buyer withdraws from the contract, the gift contract for such gift is lost and the buyer is obliged to return the goods to the seller gift.

6. DELIVERY CONDITIONS AND TRANSPORT

6.1 The Buyer determines how goods are delivered when ordering goods. The Seller is entitled to change the mode of transport chosen on the basis of the Buyer's request, if this mode of transport is not suitable for the delivery of the ordered goods or this mode of transport is not possible under the conditions set by the carrier.

6.2 In the event that the mode of transport is negotiated on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

6.3 If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to accept the goods upon delivery. If the Buyer does not take over the goods at delivery, the Seller is entitled to claim the costs of transport to the place of delivery in the actual amount and is further entitled to withdraw from the purchase contract.

6.4 In the event that the goods must be delivered repeatedly or in any other way than stated in the order for reasons on the part of the buyer, the buyer is obliged to pay the costs associated with repeated delivery of the goods, respectively. costs associated with other means of delivery.

6.5 Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and to notify the carrier immediately in case of any defects. In the event of a breach of the packaging proving the unauthorized entry into the consignment, the Buyer does not have to take over the consignment from the carrier. By signing the delivery note, if it is issued, the buyer confirms that the shipment of goods has met all the conditions and requirements and any subsequent complaint regarding the breach of the package may not be taken into account.

6.6 Other rights and obligations of the parties in the transport of goods may be modified by the

special delivery conditions of the Seller if issued by the Seller.

7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1 The rights and obligations of the contracting parties regarding the rights of defective performance are governed by the relevant generally binding regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code of the Czech Republic) and Act No. 634/1992 Coll. Consumer Protection of the Czech Republic, as amended).

7.2 The Seller is liable to the Buyer that the goods have no defects upon receipt. In particular, the seller is liable to the buyer that at the time the goods were taken over by the buyer:

- the goods have properties that the parties have agreed, and if the agreement is missing, it has properties that the seller or manufacturer has described or which the buyer has expected with regard to the nature of the goods and the advertising they perform,
- the goods are fit for the purpose stated by the seller or for which goods of this kind are usually used,
- the goods correspond to the quality or design of the agreed sample or template, if the quality or design was determined according to the agreed sample or template,
- the goods are in appropriate quantity, measure or weight and
- goods comply with legal requirements.

7.3 The provisions set out in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which a lower price has been agreed, for wear and tear caused by its normal use, for used goods for defects corresponding to the level of use or wear that the goods had at takeover by the buyer, or if it results from the nature of the goods.

7.4 If a defect occurs within six months of receipt, the goods are deemed to have been defective upon receipt. The Buyer is entitled to exercise the right of defect that occurs in consumer goods within 24 months of receipt.

7.5 The Buyer shall exercise the rights of defective performance with the Seller at the address of the Seller's premises in which the acceptance of the complaint is possible with regard to the assortment of the goods sold, possibly at the registered office or place of business. The moment of filing a claim is considered to be the moment when the seller received the claimed goods from the buyer.

7.6 Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the seller's complaint procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1 The Buyer acquires ownership of the goods by paying the entire purchase price of the goods.

8.2 In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of Section 1826 (1) (a). e) of the Civil Code of the Czech Republic.

8.3 Out-of-court settlement of consumer complaints is provided by the seller via the electronic order address (at) kitl.cz. The Seller shall send the Buyer's complaint to the Buyer's e-mail address.

8.4 Any disputes between Kitl s.r.o. and Buyers can also be settled out of court. In such a case, the Buyer - Consumer may contact the entity of out-of-court resolution of the dispute, which is, for example, the Czech Trade Inspection or dispute resolved online through the ODR platform.

8.5 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, IČ: 000 20 869, Internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes from the purchase contract. The on-line dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the sales contract.

8.6 European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: <http://www.evropskyspotrebitel.cz> is a contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of On 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No 2006/2004 and Directive 2009/22 / EC (Online Dispute Resolution Regulation).

8.7 Until an out-of-court settlement of the dispute is settled, Kitl s.r.o. recommends that the Buyer first use Kitl s.r.o. to solve the situation.

8.8 The Seller is entitled to sell goods on the basis of a trade license. The trade inspection is carried out within the scope of its competence by the relevant Trade Licensing Office of the Czech Republic. Supervision of personal data protection is performed by the Office for Personal Data Protection of the Czech Republic. The Czech Trade Inspection Authority performs, to a limited extent, supervision over compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.

8.9 The Buyer acknowledges that the software and other components constituting the Web Interface of the Store (including photographs of the goods offered) are copyrighted. The Buyer undertakes not to engage in any activity that could allow it or third parties to tamper with or improperly use the software or other components of the Store Web Interface.

8.10 The Buyer is not entitled to use mechanisms, software or other procedures that could have a negative impact on the operation of the Shop's web interface when using the Shop Web Interface. The web interface of the shop can be used only to the extent that it is not at the expense of the rights of other customers of the seller and which is in accordance with its purpose.

8.11 The Buyer acknowledges that the Seller is not liable for errors arising as a result of third party interference with the Website or as a result of using the Website in violation of their purpose.

8.12 The Buyer hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.

9. PROTECTION OF PERSONAL DATA AND COOKIES

9.1 When processing personal data, the Seller follows the Privacy Policy published on www.kitl.cz (Privacy Policy), which is part of these Terms and Conditions.

9.2 Cookies may be used by the Seller on the Website. Their use is governed by the rules published on www.kitl.cz (Cookies), which are part of these Terms and Conditions.

10. DELIVERY

10.1 The Buyer may be delivered to the e-mail address specified in his user account or specified by the Buyer in the order.

11. FINAL PROVISIONS

11.1 If the relationship related to the use of the website or the legal relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law and any disputes will be resolved by the competent courts in the Czech Republic. This is without prejudice to consumer rights arising from generally binding legal regulations.

11.2 If any provision of the Terms and Conditions is invalid or ineffective, or becomes, instead of the invalid provision, a provision whose meaning is closest to the invalid provision in its entirety shall become effective. The invalidity or ineffectiveness of a provision does not affect the validity of the other provisions. Amendments and supplements to the Purchase Agreement or Terms and Conditions require written form.

11.3 The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

11.4 The specimen withdrawal form, Privacy Policy, and Cookie Rules are attached to the Terms and Conditions.

11.5 Seller's contact details - delivery address: Kitl s.r.o., Pasířská 3299/60, 466 01 Jablonec nad Nisou, Czech Republic, e-mail address: objednavky (at) kitl.cz, phone +420 483 000 483

The [Czech language version](#) is decisive for any disputes.

In Jablonec nad Nisou on 1. 1. 2019

Kitl s. r. o.

Ing. Jan Vokurka

Managing Director

Sample withdrawal form:

(Fill out this form and send it back only if you want to withdraw from the contract)

Contract withdrawal notice

Recipient: Kitl s.r.o., Pasířská 3299/60, 466 01 Jablonec nad Nisou, Czech Republic, ID: 4671 2518

I notify / announce that I am withdrawing / withdrawing from:

Date of order / date of receipt

Consumer / Consumer Name and Surname

Consumer / consumer address

Consumer / consumer signature

Date