

Business Terms and Conditions

Seller:

ATELIÉR MAUR s.r.o.

with its registered office in Plzeň, Libušínská 575/82, ZIP code 326 00

ID: 25241885

VAT ID: CZ25241885

registered with the Regional Court in Plzeň, section C, file no. 12126

Introductory provisions:

These conditions apply to purchases from ATELIÉR MAUR s.r.o. The following conditions further define and specify the rights and obligations of the seller and the buyer.

Order and conclusion of the purchase contract:

1. All orders made in any form, even submitted through the online store of ATELIÉR MAUR s.r.o., are binding. By submitting an order, the buyer confirms that he has read these business terms and conditions, as well as the valid complaint procedure, and that he agrees with them without reservation.
2. The purchase contract is concluded at the moment of confirmation of receipt of the order by the seller.
3. The condition for the validity of the electronic order is the completion of all data and formalities prescribed by the form.
4. The place of delivery of the goods is understood to be the address stated by the buyer in the registration form or in the order, unless the parties agree otherwise.
5. The ownership right to the goods passes to the buyer on the date of its receipt.
6. By filling in the registration form or a binding order within the online store of ATELIÉR MAUR s.r.o., the buyer gives consent to the collection and archiving of the stated data about the buyer and his purchases.

Payment conditions:

The goods will be paid by:

1. Transfer from account to account: KB Plzeň-město 484 586 0297/0100 or to the account of Unicredit Bank 2102157278/2700. The variable symbol is the tax document number (or "confirmation of receipt of the order"), constant symbol 0008. In such a case, the day of payment is the day of crediting the amount to the seller's account.
2. In cash - when picked up in person directly at the seller's premises or when sold by the seller's representative.
3. Cash on delivery - mainly to speed up the processing of small orders.

4. In exceptional cases, payment can also be made in another form, which will be supported by legally valid formalities approved by the parties involved.
5. In case the buyer is late with the payment of the purchase price, or the price for transport or installation, the contractual parties have agreed on a contractual penalty of 0.05% of the due amount for each day.
6. In case the buyer is late with the payment of the purchase price, the contractual parties have agreed, in addition to the contractual interest on arrears, also a contractual penalty in the agreed amount of 0.1% of the due amount for each day of delay. The contractual penalty is agreed objectively, i.e. regardless of fault. The contractual penalty can be claimed repeatedly. The agreement on the contractual penalty does not affect the right to claim damages that may have arisen. The entitled contractual party can also claim compensation for damage exceeding the amount of the agreed contractual penalty. Withdrawal from the contract does not affect the obligation to pay the contractual penalty. The contractual penalty is due within 14 days from the date when the buyer was called to pay it.

Delivery conditions:

1. To ensure trouble-free delivery, it is recommended to add a phone connection and the person responsible for receiving the shipment to the binding order.
2. The price for transport is not included in the price of the product, but is charged to the buyer based on the consignment note or postal documents. This price is determined by the contractual conditions between the seller and the Czech Post or the transport company. Postage is subject to 19% VAT. The buyer agrees to pay the seller the full amount of the transport price thus determined.
3. At the request of the buyer, the seller also carries out the installation of the delivered decoration. The price of the assembly is determined on the basis of a preliminary calculation and after its approval by the buyer it is contractual.

Rights and obligations of the seller:

1. The seller is obliged to process the binding order, send the ordered goods to the buyer and deliver them to the address stated in the binding order.
2. For shipments delivered by mail or for personal collection, the tax document, assembly instructions, and usage instructions, or other documents are part of the shipment.
3. When delivered by a shipping company, the delivery includes documents including the delivery note without a tax document, which is sent to the buyer subsequently. The tax document is included only exceptionally.
4. The seller will issue a replacement tax document at the buyer's request and send it to the buyer. The same applies to other documents usually included in shipments.
5. All personal data provided during registration are confidential.
6. The seller is obliged to delete the registered buyer from the database if the buyer requests it in writing.
7. The seller has the right to refuse the order if the buyer repeatedly fails to fulfill his obligation to collect the goods and pay the purchase price, or the price for transport, within the specified period.
8. The seller has the right to inform the buyer about regular and extraordinary offers and promotions.

Rights and Obligations of the Buyer:

1. The buyer is obliged to provide a correct and complete delivery address to which the ordered goods are to be delivered.
2. The buyer is obliged to provide a possible billing address if it differs from the delivery one. These addresses will be clearly marked.
3. The buyer is obliged to accept the ordered goods.
4. The buyer is obliged to pay the invoiced amount. The price of the order is understood already when filling in the binding order, the final price is only increased by the price for transport. If the customer disagrees with it, they must arrange their own transport and point out this fact in the binding order.
5. The buyer has the right to cancel the sent order or return the goods based on the relevant provision of the valid "Terms and Conditions".
6. The buyer has the right to delete their personal data from the database if they request it in writing. The seller hereby undertakes to delete all data about the buyer from the database.
7. The buyer has the right to request the suspension of providing information about regular and extraordinary offers and promotions. The seller hereby undertakes to enter this request into the database.

Withdrawal from the Purchase Agreement

1. The seller is entitled to withdraw from the concluded purchase agreement if the fulfillment becomes impossible, or if a new fulfillment is not agreed upon with the buyer.
2. The seller also has the right to withdraw from the contract for the reason that the purchase price for the goods and the price for transportation were not paid by the buyer on time. In such a case, the seller is entitled to demand compensation for damage caused by possible wear and tear of the products up to the amount of their original purchase price and for incurred costs (transportation, legal services, etc.).
3. The buyer has the right to withdraw from the contract within 14 days of receiving the goods. If the buyer properly withdraws from the contract, they are obliged to deliver the undamaged goods without signs of use or wear, in the original packaging and with all the supplied documentation back to the seller at the address of his headquarters within the specified period. The dates of receipt of the goods and dispatch of the goods are decisive. Upon receipt of the returned goods, the seller will return the corresponding amount to the buyer in a previously agreed manner. If a credit note is issued, the amount can only be returned when the seller receives a duplicate of the credit note confirmed by the buyer.

Warranty Claims:

1. All warranty claims are governed by the valid claims procedure of ATELIÉR MAUR s.r.o. and applicable legal regulations.
2. Goods can be claimed under warranty from the seller according to the conditions stated in the claims procedure at the address infoatelier@ateliermaur.cz, or in writing - by registered mail sent to the address of the seller's headquarters.

3. Exchange or return of goods is only possible in case of returning the goods in their original condition, in undamaged packaging and with all accessories and documents.
4. The claims procedure is an integral part of the company's terms and conditions.

Final Provisions:

1. These terms and conditions apply as stated on the seller's website. In case of changes, the decisive date is the date of sending the order by the buyer.
2. By sending an electronic order, the buyer unconditionally accepts all provisions of the terms and conditions in the version valid on the day of sending the electronic or written order, as well as placing a verbal order, or on the day of direct processing of the order without a previous order, the valid price of the ordered goods including transport stated in the catalog, unless otherwise agreed in a specific case. The buyer is irrevocably bound by the sent order or confirmation of receipt of the order.
3. The participants expressly agreed in the sense of § 262 paragraph 1 of the Commercial Code that unless otherwise expressly provided by the conditions, their rights and obligations are governed by the Commercial Code, in particular its § 409 and following.

The terms and conditions of ATELIÉR MAUR s.r.o. are provided on request to any potential customer, they are also publicly available on the website of ATELIÉR MAUR s.r.o..

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