

TERMS AND CONDITIONS OF THE E-SHOP INTERNET STORE 1. LF UK

TERMS AND CONDITIONS

1. Introductory Provisions

The below business terms apply only to purchases in the online store located at <https://eshop.lf1.cuni.cz/> operated by the 1st Faculty of Medicine of the Charles University and define and specify the rights and obligations of the seller and the buyer arising from the purchase contract concluded between sellers and buyers through the online store. The Complaints Procedure is an integral part of the terms and conditions.

2. Seller

Charles University
with registered office in: Prague 1, Ovocný trh 560/5, 116 36
relating to the component: 1. Faculty of Medicine
Kateřinská 32, 121 08 Prague 2

ID number: 00216208
VAT number: CZ 00216208

Department communication and marketing
Mgr. Adéla Mádllová, Martin Fořt, Daniel Krajčí

3. Buyer

Consumer:

A consumer is any person who, outside the scope of his business activity or independent performance of his profession, concludes a contract with an entrepreneur or deals with him in any other way. Legal relations between the seller and the consumer, which are not regulated by these terms and conditions, are governed by Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on consumer protection, as amended.

Buyer who is not a consumer:

A buyer who is not a consumer is an entrepreneur. The seller's legal relations with the entrepreneur, which are not regulated by these terms and conditions, are governed by Act No. 89/2012 Coll., Civil Code.

A business entity is understood to mean any legal entity and any natural person who, when making a purchase, states the ID number and/or VAT number and/or company on the tax document.

4. Prices

All prices of goods in the E-SHOP 1. LF UK online store are contractual and are listed including those stipulated by law VAT.

The prices of goods in the catalog of the online store are always current and valid at the time of ordering by the buyer, the prices do not include possible charges for transport, packaging and related actions.

5. Means of communication

The buyer agrees to the use of remote means of communication when concluding the purchase contract, while the costs incurred by the buyer in this way, regardless of the type of means of distance communication, are borne by the buyer.

For the purposes of mutual communication between the buyer and the seller, e-mail and telephone are mainly used.

6. Purchase contract, delivery of goods

All orders placed through the E-SHOP 1. LF UK online store are considered binding. By placing an order, the buyer confirms that he has familiarized himself with the applicable terms and conditions, including the complaints procedure, and that he agrees with them. The purchase contract is created by the sending of the order by the buyer and the acceptance of the order by the seller. The purchase contract is always concluded in the Czech language.

Delivery of goods:

- personal pick-up at the cash desk of the dean's office of the 1st Faculty of Medicine at Kateřinská 32, Prague 2, usually starting on the working day after the order is received (the buyer is informed about the possibility of collection by email)
- by sending via Czech Post (Parcel by Hand) to countries within the EU, usually 5 working days from receipt of payment (to the account specified in Article 5, point 2 of the Terms and Conditions).

7. Payment

In the case of delivery of goods by personal collection in accordance with Article 6, first indent of these terms and conditions, the goods are paid in advance by non-cash transfer to account No. 37434021/0100 (variable symbol of payment is the order number) or in cash upon receipt.

In the case of delivery of goods via Czech Post according to Article 6, second indent of these terms and conditions, the goods are paid for in advance by cashless transfer to account No. 37434021/0100 (variable payment symbol is the order number). Postage and packaging in the total amount of CZK 130 are added to the purchase price. For payments from abroad, use IBAN: CZ1401000000192823800227, SWIFT: KOMBCZPPXXX.

8. Acceptance of goods

The buyer acquires the ownership right to the goods by taking them over. The risk of damage to the goods also passes to the buyer at the moment of taking over the goods.

When the buyer takes over the goods, the buyer is obliged to check the integrity of the packaging and inspect the goods for damage obvious defects.

9. The consumer's right to withdraw from the purchase contract

The consumer has the right to withdraw from the purchase contract without giving a reason within **14 days from the day of receipt of the goods**. The consumer has the right to withdraw from the purchase contract without giving a reason within 14 days from the day of receipt of the goods. For the purpose of exercising the right to withdraw from the contract, the consumer must notify of his withdrawal from this contract inform the seller (Charles University, 1st Faculty of Medicine, Kateřinská 32, Prague 2, Department of Communication and marketing, tel. 224 964 620, email eshop@lf1.cuni.cz, or by letter sent through the postal service operator or by e-mail. The consumer can use the attached model withdrawal form, but it is not his obligation.

In this case, the consumer is obliged to return the goods complete, undamaged and clean, without signs of use or wear, in the condition in which he received them, with all accessories (e.g. instructions, etc.) and, if possible, in the original intact packaging.

The consumer can exercise his right mentioned above by personally returning the goods or by delivering the goods to his own address costs through one of the carriers (e.g. Czech Post).

The purchase price will be returned to the consumer within 14 days of returning the goods at the latest.

The cost of returning goods is always paid by the consumer.

Sample form for withdrawing from the purchase contract:

"Notice of withdrawal from the purchase contract"

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Department communication and marketing

- I hereby announce that I am withdrawing from the contract for the purchase of this item.....

- Order date and number:

- Date of receipt of goods:

- Name and surname of the consumer:

- Address of the consumer:

- Consumer's signature: (only if this form is sent in paper form)

- Date:

COMPLAINTS PROCEDURE

The seller is responsible to the buyer that the goods are free of defects upon receipt.

Upon receipt of the goods, the buyer will receive a tax document and, depending on the nature of the goods, a warranty card. If there is no warranty certificate in the given case, a tax document is used to make a claim.

The buyer applies the complaint in person to the seller or by sending the complete goods together with the transport service with a written notice of defects, which must contain all the data necessary for the assessment of the claim and the method chosen by him to handle the claim. The buyer can use the form below to make a claim. The seller is entitled to refuse to accept the goods for complaint if they are obviously contaminated. The buyer will receive a complaint protocol. The buyer will be informed about the receipt of the goods for complaint within three working days.

The buyer has the right to demand, depending on the type of defect:

- In the event of a removable defect – free repair, delivery of a new item without defects or a discount on the purchase price,
- In the event of an irreparable defect – delivery of a new item without defects, a discount from the purchase price or withdrawal from the purchase contract.

The seller is not responsible for wear and tear of the goods caused by normal, unprofessional or inappropriate use manipulation.

If the buyer is a consumer, he is entitled to exercise the right against defects within twenty-four months from the receipt of the goods. For a buyer who is not a consumer, the warranty period is twelve months from receipt of the goods.

The seller will process the claim without undue delay, but no later than 30 days from the day the claim was made. The buyer will be informed about the processing of the claim.

If the complaint is recognized as justified, the buyer has the right to the payment of purposefully incurred, lowest possible, costs associated with the exercise of his right.

CONFLICT SOLVING

In the event that a dispute arises between the seller and the buyer from the purchase contract, the seller and the buyer will try to be resolved by mutual agreement first.

Disputes arising between the seller and the buyer based on the concluded purchase contract will be resolved exclusively according to Czech law of the Republic.

If the dispute cannot be resolved by mutual agreement, it is possible to file a motion for judicial settlement of the dispute. In that case the courts of the Czech Republic will be exclusively competent to resolve the dispute.

In the event that a consumer dispute arises between the seller and the buyer, who is a consumer, arising from the purchase contract, which cannot be resolved by mutual agreement, the consumer can submit a proposal for an out-of-court settlement of such a dispute to the designated entity for the out-of-court resolution of consumer disputes, which is

the Czech trade inspection
Central Inspectorate - ADR Department
Štěpánská 44
Prague 1 110 00
Email: adr@coi.cz
Website: adr.coi.cz

The consumer can also use the online dispute resolution platform, which is set up by the European Commission at <http://ec.europa.eu/consumers/odr/>.

Final Provisions

The seller reserves the right to change or supplement these terms and conditions. Any change to them is effective on the day of publication of the new wording of the terms and conditions.

The legal relationship between the seller and the buyer is governed by the law of the Czech Republic, even if the legal relationship established the purchase contract contains an international element.

These terms and conditions, including the complaints procedure, are valid from 15 December 2023