

Terms of service (e-shop)

These general terms and conditions (hereinafter referred to as "**Terms and Conditions**")

Company

Organisation name: **ZK ŽERNÍČEK KOVOVOVÝROBA s.r.o.**,

Headquarters: **Na Pilníku 292, 78991 Štítý,**

IČO: **04143779**, DIČ: **CZ04143779**,

registered in the Commercial Register under No. **C 62536** maintained by the **Regional Court in Ostrava**,

e-mail info@josephsgrills.cz, phone number +420 606 727 976,

address of the establishment: **Na Pilníku 292, 78991 Štítý,**

(hereinafter referred to as "**We**" or "**Seller**") governed by the laws and statutes of the Czech Republic regulate, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), the mutual rights and obligations of You, as buyers, and Us, as sellers, arising in connection with or on the basis of a purchase contract (the "**Contract**") concluded through the E-shop on the website <https://eshop.josephsgrills.cz>.

All information about the processing of your personal data is contained in the Personal Data Processing Policy, which can be found here **Terms of service**.

The provisions of these Terms and Conditions form an integral part of the Contract. The Agreement and the Terms and Conditions are drawn up in the Czech language. We may unilaterally amend or supplement the Terms and Conditions. This provision does not affect any rights and obligations arising during the period of effectiveness of the previous version of the Conditions.

As you know, we primarily communicate remotely. Therefore, our Contract is also subject to the use of remote means of communication that allow us to agree with each other without the simultaneous physical presence of Us and You, and the Contract is thus concluded remotely in the E-shop environment, through the interface of the website (hereinafter referred to as the "**E-shop web interface**").

If any part of the Terms contradicts what we have mutually agreed as part of the process of Your purchase on Our E-Shop, that particular agreement will take precedence over the Terms.

1. Some definitions

- 1.1. **The price** is the amount of money you will pay for the Goods;
- 1.2. **The price for shipping** is the amount of money you will pay for the delivery of the Goods, including the cost of packing them;
- 1.3. **The total price** is the sum of the Price and the Shipping Price;
- 1.4. **VAT** is a value added tax according to the applicable legislation;
- 1.5. **The invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total Price;
- 1.6. **An Order** is your binding proposal to enter into a Contract for the purchase of Goods with Us;
- 1.7. **A User Account** is an account established on the basis of the data provided by you, which enables the storage of the data entered and the storage of the history of ordered Goods and concluded Contracts;

- 1.8. **You** are the person shopping on Our E-shop, legally referred to as the buyer;
- 1.9. **Goods** are everything you can buy on the E-shop.

2. General provisions and instructions

- 2.1. Purchase of the Goods is only possible via the web interface of the E-shop.
- 2.2. When purchasing Goods, it is Your responsibility to provide Us with all information correctly and truthfully. We will therefore consider the information You have provided to Us in the Order to be correct and true.
- 2.3. We also provide access to reviews of Goods made by other consumers on our E-shop. We ensure and control the authenticity of such reviews by linking the reviews to specific orders, so we can see the linked order ID for each review in our internal system, and we are able to verify and prove that the review is from a real consumer.

3. Conclusion of the contract

- 3.1. The contract with Us can only be concluded in the Czech language.
- 3.2. The contract is concluded remotely via the E-shop, with the cost of using remote means of communication being borne by you. However, these costs do not differ in any way from the basic rate you pay for the use of these means (i.e. in particular for access to the Internet), so you do not have to expect any additional costs charged by Us beyond the Total Price. By submitting an Order, You agree to Our use of remote communication facilities.
- 3.3. In order for us to conclude the Contract, you must create an Order on the E-shop. This proposal must contain the following information:
 - a) Information about the Goods you are purchasing (on the E-shop you mark the Goods you are interested in purchasing with the "Add to Cart" button);
 - b) Information about the Price, Shipping Charge, Total Price payment method and the desired delivery method of the Goods; this information will be entered as part of the Order creation within the E-shop user interface, and the Price, Shipping Charge and Total Price information will be provided automatically based on the Goods, delivery and payment method you have selected;
 - c) Your identification and contact details to enable us to deliver the Goods, in particular your name, surname, delivery address, telephone number and email address.
- 3.4. During the creation of the Order, he may change and check the data until its completion. Once the check has been made by pressing the "Complete Order" or "Pay" button (always depending on the payment type selected), the Order is completed. Before pressing the button, however, you must confirm that you have read and agreed to these Terms and Conditions, otherwise you will not be able to complete the Order. The check box is used to confirm and agree. After pressing the "Complete Order" or "Pay" button, all completed information will be sent directly to us.
- 3.5. We will confirm your Order as soon as possible after it is delivered to Us by a message sent to your e-mail address specified in the Order. The confirmation will include a summary of the Order and these Terms and Conditions as an attachment to the email message. The Terms and Conditions as in force on the date of the Order, i.e. as attached as an attachment to the confirmation email, form an integral part of the Contract. Confirmation of the Order constitutes the conclusion of the Contract between Us and You.

- 3.6. There may be cases where we are unable to confirm your Order. This includes situations where the Goods are unavailable or where you order more Goods than we are able to supply. However, we will always provide you with information about the maximum number of Goods in advance within the E-shop and it should not come as a surprise to you. In the event that there is any reason why we cannot confirm an Order, we will contact you and send you an offer to enter into a Contract in a form amended from the Order. In such a case, the Contract will be concluded at the time You confirm Our offer.
- 3.7. In the event that an obviously incorrect Price is stated in the E-shop or in the Order, we are not obliged to deliver the Goods to you at that Price even if you have received confirmation of the Order and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to enter into a new Contract in an amended form compared to the Order. In such a case, the new Contract will be concluded at the moment You confirm Our offer. An apparent error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other retailers or a missing or missing digit.
- 3.8. In the event that the Contract is concluded, you are obliged to pay the Total Price.
- 3.9. In some cases we allow you to take advantage of a discount on the purchase of Goods. In order for the discount to be granted, you must fill in the details of the discount in the predefined field within the Order proposal. If you do so, the Goods will be provided to you at a discount.

4. Price and payment conditions, reservation of title

- 4.1. The price is always indicated in the E-shop, in the Order proposal and of course in the Contract. In the event of a discrepancy between the Price stated for the Goods within the E-shop and the Price stated in the Order Proposal, the Price stated in the Order Proposal shall apply and shall always be the same as the price in the Contract. Within the Order proposal, the Price for shipping is also indicated, or the conditions under which shipping is free of charge.
- 4.2. The total price is inclusive of VAT including all charges stipulated by law.
- 4.3. Payment of the Total Price will be required from You after the conclusion of the Contract and before delivery of the Goods. You may pay the Total Price in the following ways:
 - a) By bank transfer. We will send you the information for making the payment as part of the Order confirmation. In the case of payment by bank transfer, the Total Price is payable within **14 days**.
 - b) By card online. In this case, payment is made through the **Stripe Payments Europe, Ltd.** payment gateway and payment is subject to the terms and conditions of that payment gateway, which are available at: <https://www.shopify.com/legal/terms-payments/cz>. In the case of payment by card online, the Total Price is payable on the date the Order is created.
 - c) Cash on delivery. In this case, payment will be made on delivery of the Goods against delivery of the Goods. In the case of payment on delivery, the Total Price is payable on receipt of the Goods.
- 4.4. The invoice will be issued electronically after payment of the Total Price and will be sent to your e-mail address. The invoice will also be physically attached to the Goods.
- 4.5. Ownership of the Goods shall pass to you only after you have paid the Total Price and accepted the Goods. In the case of payment by bank transfer, the Total Price is paid by crediting Our account, otherwise it is paid at the time of payment.

5. Delivery of goods, transfer of risk of damage to goods

- 5.1. The goods will be delivered within **30** days by the method of your choice, and you can choose from the following options:
 - a) Delivery via PPL CZ, DHL or UPS for shipments with maximum dimensions of 100 × 50 × 50 cm.
 - b) Delivery via TOPTRANS EU for larger parcels over 100 × 50 × 50 cm in Czech Republic and Slovakia.
 - c) Delivery via FedEx for larger parcels over 100 × 50 × 50 cm in Poland, Austria and Germany.
- 5.2. Goods can only be delivered within the European Union.
- 5.3. The delivery time of the Goods always depends on their availability and the chosen method of delivery and payment. The estimated delivery time of the Goods will be communicated to you in the Order confirmation. The time stated in these Terms is indicative only and may differ from the actual delivery time.
- 5.4. Upon receipt of the Goods from the Carrier, it is Your obligation to check the integrity of the packaging of the Goods and in the event of any defects, to notify the Carrier and Us immediately. In the event that there is any defect in the packaging that indicates tampering and entry into the shipment, it is not your responsibility to accept the Goods from the carrier.
- 5.5. In the event that you breach your obligation to accept the Goods, except in accordance with Art. 5.4 5.5 of the Conditions, this will not result in a breach of Our obligation to deliver the Goods to You. At the same time, Your failure to accept the Goods shall not constitute a repudiation of the Contract between Us and You. However, in such a case, We shall have the right to withdraw from the Contract due to Your material breach of the Contract, or to store the Goods, for which We shall be entitled to a payment from You in the amount of the **total shipping cost + CZK 4,000.00** despite the fact that for some products there is a 100% discount on shipping. If we decide to withdraw from the Contract, the withdrawal shall be effective on the day we deliver the withdrawal to you. Withdrawal from the Contract does not affect the right to payment of the Shipping Price or the right to compensation for damages, if any.
- 5.6. If, for reasons arising on Your side, the Goods are delivered repeatedly or in a different manner than agreed in the Contract, it is Your obligation to reimburse Us for the costs associated with such repeated delivery. The payment details for payment of these costs will be sent to Your email address set out in the Contract and are payable 14 days from receipt of the email.
- 5.7. The risk of damage to the Goods passes to you when you take possession of them. In the event that you do not take over the Goods, except in accordance with Art. 5.4 5.5 of the Conditions, the risk of damage to the Goods shall pass to you at the time when you had the opportunity to take possession of the Goods but for reasons beyond your control did not take possession. The transfer of the risk of damage to the Goods means that from that moment on you bear all consequences related to the loss, destruction, damage or any deterioration of the Goods.
- 5.8. In case the Goods were not listed as in stock in the E-shop and an approximate time of availability was indicated, we will always inform you in case:
 - a) extraordinary failure in the production of the Goods, and we will always provide you with a new expected time of availability or information that the Goods cannot be delivered;
 - b) delay in delivery of the Goods from Our Supplier, and We will always provide You with a new expected delivery time.

6. Rights from defective performance

- 6.1. We warrant that at the time of the transfer of the risk of damage to the Goods pursuant to Art. 5.7 of the Conditions, the Goods are free from defects, in particular that the Goods:
- a) conforms to the agreed description, type and quantity, as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
 - b) is suitable for the purpose for which you require it and to which we agree;
 - c) is supplied with the agreed accessories and instructions for use, including assembly or installation instructions;
 - d) is suitable for the purpose for which Goods of this type are normally used;
 - e) in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, corresponds to the usual characteristics of Goods of the same kind that you can reasonably expect, even taking into account public statements made by us or by another person in the same contractual chain, in particular advertising or labelling;
 - f) is supplied with accessories, including packaging, installation instructions and other instructions for use that you can reasonably expect; and
 - g) corresponds in quality or workmanship to the sample or sample provided to you before the conclusion of the contract.
- 6.2. The rights and obligations regarding rights from defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of Sections 2099 to 2117 and 2161 to 2174b of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended).
- 6.3. In the event that the Goods are defective, in particular if any of the conditions under Art. 6.1, you may notify Us of such defect and exercise your rights under the defective performance (i.e. claim the Goods) by sending an e-mail or letter to Our address indicated in Our identification data, or in person at **Na Pilníku 292, 78991 Štítý**. You may also use the sample form provided by Us for making a claim, which is attached as Appendix 1 to the Terms and Conditions. In exercising the right of defective performance, you must choose how you want to resolve the defect, and you cannot subsequently change this choice without Our consent. We will settle the claim in accordance with the defective performance right You have exercised.
- 6.4. If the Goods are defective, you have the following rights:
- a) to remedy the defect by supplying new Goods without the defect, or by supplying the missing part of the Goods; or
 - b) to remove the defect by repairing the Goods,
- unless the chosen method of removing the defect is impossible or unreasonably expensive compared to the other method, which will be assessed in particular with regard to the significance of the defect, the value that the Goods would have without the defect and whether the defect can be removed by the other method without significant difficulty for you.
- 6.5. We are entitled to refuse to remove the defect if it is impossible or unreasonably costly to do so, particularly in view of the significance of the defect and the value that the Goods would have without the defect.

6.6. You also have the right to:

- a) a reasonable discount from the Price; or
- b) withdrawal from the Contract,

if:

- a) we refuse to remedy the defect or fail to remedy it in accordance with the law;
- b) the defect manifests itself repeatedly,
- c) the defect is a material breach of the Contract; or
- d) it is apparent from our statement or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you.

6.7. The right to withdraw from the Contract does not apply if the defect in the Goods is insignificant.

6.8. In the event that you have caused the defect in the Goods yourself, you are not entitled to the rights arising from the defective performance.

6.9. Defects in the Goods shall not include wear and tear caused by normal use of the Goods or, in the case of used Goods, wear and tear corresponding to the extent of their previous use.

6.10. When you make a claim, we will issue a written confirmation stating:

- a) the date on which you made the claim;
- b) what is the content of the complaint;
- c) how you want your complaint handled;
- d) Your contact details for the purpose of providing information about the handling of your complaint.

6.11. If we do not agree on a longer period of time, we will remove the defects within 30 days of receipt of the complaint and provide you with information on the settlement of the complaint to the contact details provided. If this period expires in vain, you may withdraw from the Contract or request a reasonable discount.

6.12. We will inform you by e-mail and issue you a confirmation of the date and method of the complaint. If the complaint is justified, you will be entitled to a refund of the costs reasonably incurred. You are obliged to provide proof of these costs, e.g. by receipts or shipping receipts. In the event that the defect has been rectified by the delivery of new Goods, it is Your responsibility to return the original Goods to Us, but We shall bear the cost of such return.

6.13. In case you are a business, it is your obligation to notify and reproach the defect without undue delay after you could have discovered it, but no later than within three days of receipt of the Goods.

6.14. If you are a consumer, you have the right to exercise your rights under the defective performance for defects that occur in consumer Goods within 24 months of receipt of the Goods.

7. Withdrawal from the contract

7.1. Withdrawal from the Contract, i.e. termination of the contractual relationship between Us and You from its inception, may occur for the reasons and in the ways specified in this Article or in other provisions of the Terms and Conditions in which the possibility of withdrawal is expressly stated.

7.2. In case you are a consumer, i.e. a person purchasing the Goods outside the scope of his/her business activity, you have the right to withdraw from the Contract without giving any reason within

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14 days from the date of conclusion of the Contract, or if it is a purchase of goods, then within 14 days from its receipt. In case we have concluded a Contract, the subject of which is several pieces of Goods or delivery of several parts of the Goods, this period shall start only on the date of delivery of the last piece or part of the Goods, and in case we have concluded a Contract, on the basis of which we will deliver the Goods to you regularly and repeatedly, it shall start on the date of delivery of the first delivery.

- 7.3. You may withdraw from the Contract by any demonstrable means (in particular by sending an email or letter to Our addresses listed in Our identification data). You may also use the sample form provided by Us for withdrawal, which is attached as Annex 2 to the Terms and Conditions.
- 7.4. However, even as a consumer, you cannot withdraw from the Contract in cases where the subject of the Contract is the performance referred to in Section 1837 of the Civil Code.
- 7.5. The withdrawal period according to Art. 7.2 of the Terms and Conditions shall be deemed to be maintained if You send Us a notice that You withdraw from the Contract during the withdrawal period.
- 7.6. In the event of withdrawal from the Contract pursuant to Art. 7.2 7.7 of the Terms, you are obliged to send the Goods to us within 14 days of withdrawal and you shall bear the costs of returning the Goods to us. You are, in turn, entitled to a refund of the Shipping Charge by Us, but only in an amount equivalent to the cheapest method of delivery offered by Us for delivery of the Goods. In the event of cancellation due to a breach of the Contract by Us, We shall also pay the costs of returning the Goods to Us, but again only up to the amount of the Shipping Charge corresponding to the cheapest delivery method offered by Us for delivery of the Goods.
- 7.7. In the event of withdrawal from the Contract, the Price will be refunded within 14 days of the effective date of withdrawal to the account from which it was credited or to the account selected by the withdrawal. However, the amount will not be refunded until we have received the Goods or you have provided us with evidence that they have been sent back to us. Please return the Goods to Us clean, including the original packaging where possible.
- 7.8. In the event of withdrawal from the Contract pursuant to Art. 7.2 However, You shall be liable to Us for any diminution in the value of the Goods resulting from the handling of the Goods in a manner other than that necessary to familiarise You with the nature, features and functionality of the Goods, i.e. in the manner in which You would familiarise Yourself with the Goods in a bricks-and-mortar shop. In the event that we have not yet refunded the Price to you, we shall be entitled to set off the claim for costs against your claim for reimbursement of the Price.
- 7.9. We shall be entitled to withdraw from the Contract at any time before we deliver the Goods to you if there are objective reasons why the Goods cannot be delivered (in particular, reasons on the part of third parties or reasons based on the nature of the Goods), even before the expiry of the period specified in Art. 5.1 of the Terms. We may also withdraw from the Contract if it is clear that you have deliberately provided incorrect information in the Order. In the event that you are purchasing goods in the course of your business, i.e. as an entrepreneur, we are entitled to withdraw from the Contract at any time, even without giving a reason.

8. Resolving disputes with consumers

- 8.1. We are not bound by any codes of conduct in relation to buyers within the meaning of § 1826 (1) (e) of the Civil Code.
- 8.2. We handle consumer complaints via the electronic address info@josephsgrills.cz. We will send information about the handling of the complaint to the buyer's electronic address.

- 8.3. The Czech Trade Inspection Authority, with its registered office at Štěpánská 796/44, 110 00 Prague 1, ID No.: 000 20 869, internet address: <http://www.coi.cz>, is competent for out-of-court settlement of consumer disputes arising from the Contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer, who is a consumer, from a purchase contract concluded by electronic means.
- 8.4. The European Consumer Centre Czech Republic, with registered office at Štěpánská 796/44, 110 00 Prague 1, internet address: <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

9. Final provisions

- 9.1. If our legal relationship with you contains an international element (for example, we will ship goods outside the Czech Republic), the relationship will always be governed by the law of the Czech Republic. However, if you are a consumer, your rights under the law are not affected by this agreement.
- 9.2. All written correspondence with you will be delivered by email. Our email address is listed next to Our identifying information. We will deliver correspondence to your email address set out in the Agreement, in your User Account or through which you have contacted us.
- 9.3. The Contract may only be amended by written agreement between us. However, we are entitled to amend these Terms and Conditions, but such amendment will not affect existing Contracts, but only Contracts entered into after the effective date of the amendment or where we are to supply Goods to you on a regular and recurring basis under the Contract. We will send you information about the change to your email address at least 14 days before the change takes effect. If we do not receive notice from you within 14 days of sending you information about the change, the new terms will become part of our Contract and will apply to the next supply of Goods after the change takes effect. The notice period in the event that you give notice is 2 months.
- 9.4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures, etc.), we shall not be liable for damages caused as a result of or in connection with the force majeure, and if the force majeure lasts for more than 10 days, we and you shall have the right to withdraw from the Contract.
- 9.5. A sample complaint form and a sample withdrawal form are attached to the Terms and Conditions.
- 9.6. The Agreement, including the Terms, is archived electronically with Us but is not accessible to You. However, You will always receive these Terms and Conditions and the Order Confirmation with a summary of the Order by email and You will therefore always have access to the Contract without Our involvement. We recommend that you always save the Order Confirmation and the Conditions.
- 9.7. These Terms and Conditions will take effect on **10 May 2024**.

Annex No. 1 - Complaint Form

Addressee: **ZK ŽERNÍČEK KOVOVOVÝROBA s.r.o., Petr Žerníček, Na Pilníku 292, 78991 Štíty**
Tel.: +420 606 727 976, E-mail: info@josephsgrills.cz

Making a claim

At the same time, I ask for a confirmation of the claim stating when I exercised this right, what is the content of the claim, what method of claim settlement I require, together with my contact details for the purpose of providing information on the claim settlement.

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Goods that are claimed:	
Description of defects Goods:	
Suggested method for handling the complaint:	

Date:

Caption:

Annex No. 2 - Withdrawal Form

Addressee: **ZK ŽERNÍČEK KOVOVOVÝROBA s.r.o., Petr Žerníček, Na Pilníku 292, 78991 Štíty**
Tel.: +420 606 727 976, E-mail: info@josephsgrills.cz

I hereby declare that I withdraw from the Contract:

Date of conclusion of the Contract:	
Name and surname:	
Address:	
E-mail address:	
Specification of the Goods to which the Contract relates:	
The method for reimbursement of the funds received, including, where applicable, the bank account number:	

If the buyer is a consumer, he/she has the right to withdraw from the already concluded purchase contract within 14 days from the date of conclusion of the contract or, if it is a purchase of goods, within 14 days from the date of receipt of the goods, in the case of the e-shop of ZK ŽERNÍČEK KOVOVOVÝROBA s.r.o. (hereinafter referred to as the "**Company**") or other means of distance communication, except for the cases referred to in § 1837 of Act No. 89/2012 Coll., the Civil Code, as amended. In the case of a contract involving several items of goods or the delivery of several parts of goods, this period shall not begin until the date of delivery of the last item or part of the goods, and in the case of a contract under which the goods are to be delivered regularly and repeatedly, from the date of delivery of the first delivery.

The Buyer shall notify the Company of such withdrawal in writing to the Company's business address or electronically to the e-mail address provided on the sample form.

If the buyer, who is a consumer, withdraws from the purchase contract, he shall send or hand over to the Company the goods he has received from the Company without undue delay, not later than within 14 days from the withdrawal from the purchase contract.

If the buyer, who is a consumer, withdraws from the purchase contract, the Company shall return to him without undue delay, no later than within 14 days of withdrawal from the purchase contract, all funds (purchase price of the delivered goods), including the cost of delivery, which he has received from him on the basis of the purchase contract, in the same manner. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Company, the Company shall refund the Buyer the cost of delivery only in the amount corresponding to the cheapest method of delivery offered. The Company shall not be obliged to return the monies received to the Buyer until the Buyer has received the goods back or the Buyer has proved that he has sent the goods to the Company.

Date:

Caption: