

# Terms and Conditions

## 1. Introductory provisions

1.1. These Terms and Conditions (hereinafter simply “Terms and Conditions”) of POLAK CZ s.r.o., based at Opatov 348, 569 12 Opatov, ID No.: 275 05 880, Tax ID No.: CZ27505880, registered in the Commercial Register lodged with the Regional Court in Hradec Králové, Section C, File No. 23007 (hereinafter simply “manufacturer”), define, in accordance with the provisions of Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter simply “Civil Code”), the mutual rights and obligations and other related legal relations in connection with the use of the manufacturer’s website hosted at [www.polak.eu](http://www.polak.eu) by individuals or legal entities “hereinafter simply “potential buyers”).

1.2. The manufacturer may amend or supplement the wording of these Terms and Conditions at any time. However, this does not affect the rights and obligations arising while the previous version of these Terms and Conditions was in effect.

## 2. Specification of the parties to the legal relationship

### 2.1. Manufacturer

The manufacturer is the legal entity POLAK CZ s.r.o., 569 12 Opatov 348, ID No.: 27505880, hereinafter referred to simply as the manufacturer. The manufacturer is also the owner and operator of the website hosted at the address [www.polak.eu](http://www.polak.eu) which forms the subject of these Terms and Conditions, deals with complaints and technical queries relating to the operation of this website.

### 2.2. Seller

For the purposes of these Terms and Conditions the seller is an individual or legal entity who has concluded a contract of the sale of the manufacturer’s goods with the manufacturer. After concluding a purchase contract with the selected seller the potential buyer has all the rights and obligations associated with the purchase of the selected goods in relation to the seller that supplied the goods and not in relation to the manufacturer.

### 2.3. Potential buyer

For the purposes of these Terms and Conditions the potential buyer is an individual or legal entity – a visitor to the [www.polak.eu](http://www.polak.eu) website, who uses the e-query to fill in and send a question or query to the seller they have selected, or who registers via the user interface on the manufacturer’s website.

## 3. User account

3.1. Based on registration, interested parties can access into their user’s interface. Registration can be done via the links <https://www.nabytek-polak.cz/regitrace/> and <https://konfigurator.polakcz.cz/#/login>.

3.2. When registering on the website and when sending a query potential buyers are obliged to ensure that all the information they provide is truthful and correct. Potential buyers are obliged to update the information in their user account in the event of any change to that information. The selected seller considers the information stated by the potential buyer in the user account and when sending a query about goods to that seller to be correct.

3.3. Access to the user account is secured with a username and password. Potential buyers are obliged to keep the details required to access their user account secret and thus particularly to protect their username and password against misuse.

3.4. The potential buyer is not entitled to allow third parties to use the user account.

3.5. The manufacturer may terminate the user account, particularly if the potential buyer does not use the user account for more than 3 years, or if the potential buyer commits a breach of the obligations when using the user account (including these Terms and Conditions and the associated rights and obligations).

3.6. The potential buyer is aware that the user account may not necessarily be continuously accessible, particularly due to essential maintenance of the manufacturer's hardware and software, or essential maintenance of third-party hardware and software.

#### **4. E-query sent to individual sellers**

4.1. All presentations of goods hosted on the manufacturer's web interface are merely of an informative nature. The provisions of Section 1732(2) of the Civil Code do not apply. No purchase contract is concluded between the manufacturer and the potential buyer. After a query has been sent for specific goods selected by the potential buyer the potential buyer will be contacted by the selected seller, who will provide more information about the goods to which the query relates, their delivery terms and payment terms, and will send the potential buyer an offer.

4.2. The shop web interface contains information about the goods and the prices for the individual goods as recommended by the manufacturer. The recommended prices of the goods are stated exclusive of value added tax. Value added tax is added to the recommended prices of the goods for the potential buyer's information in the query form. Stating the recommended prices of the goods does not prevent the individual sellers from concluding a purchase contract with the potential buyer under terms arranged on an individual basis.

4.3. The potential buyer may send a query about goods to the seller they have selected by filling in the query form in the shop web interface.

The query form particularly contains information about:

4.3.1. the goods to which the query relates and their recommended price,

4.3.2. the contact details of the potential buyer,

4.3.3. the selected seller,

4.3.4. the potential buyer's delivery details for the seller,

4.3.5. the preferred payment method,

- 4.3.6. the preferred transport method,
- 4.3.7. a note made by the potential buyer concerning the goods.
- 4.4. Sending a query via the shop web interface:

The potential buyer sends the query to the selected seller by inserting the goods item into the query form (choosing “select” on the goods card) specifying the desired number of items, entering selected variants of the goods (RAL colour scheme), the preferred payment method, the preferred transport method, contact and delivery details, and any note), then selects from the list the seller to which the query is to be sent and then sends the query by clicking “send”. If the query does not contain the requisite details, the system notifies the potential buyer and the query is not sent. The potential buyer is not obliged to register in order to send a query. After the query has been sent the system displays a message confirming this and the potential buyer receives confirmation of the query in the form of a “copy” of the query sent to the email address specified in the query.

4.6. The information stated in the query is considered to be correct. The potential buyer has the chance to check that information before sending the query. Immediately after receiving the query the seller will send the potential buyer confirmation of receipt by electronic mail, to the potential buyer’s email address as specified in the user interface or in the query (hereinafter simply “potential buyer’s email address”).

4.7. Depending on the nature of the query (the quantity of the goods, the price, the transport costs), the seller is always entitled to request that the potential buyer provide additional confirmation of the query, either by telephone or by mail. If the potential buyer does not provide additional confirmation of the query at the seller’s request, it is considered that the potential buyer is no longer interested in the goods.

4.8. The contractual relationship (purchase contract) between the potential buyer and the selected seller is established when an offer is sent to the potential buyer by the selected seller to the potential buyer’s email address and upon the confirmation (acceptance) of that offer by the potential buyer, by electronic mail, in writing, by telephone or in person.

4.9. A contract concluded between the potential buyer and a seller may be amended, supplemented or terminated solely on the basis of an agreement between the potential buyer and the seller, in writing or by email. Changes must be confirmed by both contracting parties.

4.10. The potential buyer agrees to the use of remote communication when concluding the purchase contract with the selected seller. The costs incurred by the potential buyer through the use of remote communication to send a query or conclude a purchase contract with the selected seller (the costs of the internet connection and telephone calls) are to be paid by the potential buyer; such costs do not differ from the basic rate.

## **5. Recommended price of the goods**

5.1. The recommended price of the goods is stated exclusive of VAT for each individual type of goods. VAT is added to the final price in the query form for all the goods included in the query.

5.2. The agreement on the price between the potential buyer and the specific seller is concluded when the seller selected by the potential buyer sends an offer to the potential buyer and that offer is confirmed (approved) by the potential buyer.

5.3. The seller has the option not to conclude a contract or to terminate a contract in the event of an evident error in the price of the goods as stated in the offer as compared to the usual price.

## **6. Defect liability and warranty terms**

Claims relating to rights arising from defective performance are to be filed at the registered address of the selected seller and not with the manufacturer. The seller will subsequently file the claim with the manufacturer.

## **7. Further rights and obligations of the contracting parties**

7.1. The manufacturer is not bound in relation to potential buyer by any codes of conduct as defined by the provisions of Section 1826(1) e) of the Civil Code, as amended.

7.2. The potential buyer hereby accepts the risk of circumstances changing in accordance with Section 1765(2) of the Civil Code.

## **8. Protection of personal data and sending commercial messages**

POLAK CZ s.r.o. is obliged to protect and secure your personal data. We use a variety of security technologies and procedures to protect your personal data against unauthorised access, use or disclosure. POLAK CZ s.r.o. does not sell or in any way lease your personal data to anyone else. How the seller processor's the buyer's personal data is described in the section Information on the processing of personal data.

## **9. Sending commercial messages and storage of cookies**

The potential buyer agrees to allow cookies to be stored on his or her computer. If a query can be made on the website without cookies being stored on the potential buyer's computer, the potential buyer may revoke the consent pursuant to the previous sentence at any time.

## **10. Delivery**

The potential buyer may receive correspondence from the selected seller or selected sellers at the email address specified in the potential buyer's user account or at the address specified by the potential buyer in the query.

## **11. Final provisions**

11.1. Legal relations arising from these Terms and Conditions not explicitly treated herein are governed by the relevant provisions of Act No. 89/2012 Coll., of the Civil Code, as amended.

11.2. If the relationship associated with the use of the website contains an international element, the parties have agreed that that relationship will be governed by Czech law. This does not affect consumer rights arising from the generally binding legislation.

11.3. If any of the provisions of these Terms and Conditions are found to be or become invalid or ineffective, those invalid provisions will be replaced by provisions whose intent most closely approximates the invalid provisions. The invalidity or ineffectiveness of one provision will not affect the validity of the other provisions.

11.4. These Terms and Conditions are archived by the manufacturer in electronic form and the current version may always be downloaded in PDF format.

11.5. Manufacturer's contact details:

Delivery address: POLAK CZ s.r.o., Opatov č.p. 348, 569 12 Opatov,

Address of manufacturer's establishment: POLAK CZ s.r.o., Opatov č.p. 348, 569 12 Opatov,

Opening hours: 7:00 a.m. - 3:50 p.m. Mon – Fri,

email address: info@polakcz.cz

telephone: +420 737 287 808

11.6. These Terms and Conditions are effective from 1 October 2022

In Brno on 1 October 2022

POLAK CZ s.r.o.

Petr Polák, company executive