

TERMS AND CONDITIONS [Cementum, s.r.o.]

I. Basic provisions

1. These Terms and Conditions govern the relations between the Buyer and the Seller in the field of sale of concrete products and related goods between [CEMENTUM, s.r.o.] (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer").
2. The seller is the company [CEMENTUM, s.r.o., with its registered office: Slunečná 1279/27, 664 91 Ivančice, which is a registered business entity with ID 09916920 and a registered VAT payer with VAT number CZ09916920, engaged in the sale of sustainable concrete products from construction and demolition rubble and other secondary raw materials]. The contact details of the Seller are:
 - o e-mail: [info@cementum.cz,]
 - o phone: [+420 601 575 725.]
3. Buyer means any person who, outside the scope of his business activities or outside the scope of the independent exercise of his profession, concludes a contract with the Seller or otherwise acts with him for the purpose of purchasing goods offered by the Seller.
4. Upon commencement of legal proceedings, the Buyer shall only provide the Seller with his contact details necessary for the smooth execution of the order, or the data he wants to have on the purchase documents.
5. The legal relations of the Seller with the Buyer not expressly regulated by these Terms and Conditions are governed by the relevant provisions of the Act. No. 89/2012 Coll., (Civil Code), Act. No. 634/1992 Coll. on consumer protection, as well as related legal regulations.
6. The Buyer is aware that by purchasing products that are in the Seller's business offer, no rights to use registered brands, trade names, company logos or patents of the Seller or other companies arise, unless otherwise agreed in a specific case by a special contract.

II. Security and protection of information

1. By concluding the contract, the Buyer confirms that the personal data provided by him are true and agrees that the data provided by the Seller will be processed and stored in accordance with the Personal Data Protection Act and the General Data Protection Regulation (GDPR).
2. The Seller declares that all personal data of the Buyer will be used only for the performance of the contract and will not otherwise be disclosed or provided to a third party; with the exception of the situation related to the distribution or payment system relating to the ordered goods (communication of the name and address of delivery).
3. You can read more about the protection of personal data in the document entitled How we protect your personal data, which is available on the Seller's website.

III. Objednávání

1. The Seller does not have a so-called brick-and-mortar store, where the Buyer can personally inspect and order the goods. For the purpose of offering goods serves the

online store, which is operated at the web address [www.cementum.cz], so it is available 24 hours a day, 7 days a week.

2. The Buyer buys the goods from the Seller at the price valid at the time of ordering. The purchase price is always stated for specific goods in the online store.
3. The costs of postage and packing are borne by the buyer according to the method he chose when ordering the goods. These costs are governed by the prices specified in Article X of these Terms and Conditions.

IV. Conclusion of the contract

1. The purchase contract is concluded on the basis of the acceptance of the Seller's offer by the Buyer through the ordering of goods, which is listed on the Seller's website. An order [can] also be made by phone.
2. Each contract concluded between the Seller and the Buyer may be concluded only in the Czech language.
3. Acceptance of an offer with an addition or deviation shall not constitute acceptance of the offer and shall not produce legal effects, even if the addition or variation does not substantially alter the terms of the offer.
4. Acceptance of unsolicited performance by the Buyer does not imply acceptance of the offer. In the event of receiving unsolicited performance, the Buyer is obliged to inform the Seller of the existence of this performance.
5. After completing the order, the Buyer will be sent an order confirmation electronically (conclusion of the purchase contract). The Buyer's order remains deposited with the Seller.
6. Errors arising from data entry before placing an order may be corrected by the Buyer only until the order is sent. After sending the order to the Seller, the Buyer may inform the Seller of these errors through his contact details. These changes are legally binding for the Seller only if the Buyer confirms in writing that he is aware of them.

V. Withdrawal from the contract

1. In the event that the Buyer has taken the goods in a different way than in person, i.e. when the ordered goods were delivered to him by a transport service, the withdrawal period is 14 days from delivery.
2. If the Buyer fulfils all the requirements for withdrawal from the consumer contract concluded in a distance manner and decides to withdraw within the above period, the following conditions must be met:
 - - [Send a letter (preferably by e-mail to info@cementum.cz,) with the text: "I (Buyer's name) on DD.MM.YYYY I concluded contract No. (order/invoice number) with Cementum, s.r.o.. Following the provisions of Act No. 89/2012 Coll. on consumer contracts concluded in a distance manner, I unilaterally withdraw from the above-mentioned contract, I request a refund of the amount paid for the goods to account number: and I declare that I comply with all legal requirements for such withdrawal under the relevant legal regulations".]
 - [In the case of a written copy of the letter, the Buyer is obliged to provide the letter with the appropriate date and handwritten signature.]

- [Goods sent and delivered back to the Seller's address must be undamaged, complete (including accessories, instructions, etc.) and with a copy of the proof of purchase. In the event of non-compliance with any of the above requirements, the Seller has the right to refuse the returned goods or to reduce proportionally the amount for which the goods will be accepted back.]
- [The possibility to withdraw from the contract does not apply to goods modified according to the Buyer's wishes and other goods that cannot be returned to their original state before purchase.]

VI. Rights from defective performance

1. The Seller is responsible to the Buyer for the fact that the goods upon receipt have no defects other than the corresponding degree of use or wear and tear that the goods have due to their age and that at the time when the Buyer took over the goods:
 - the goods have the properties agreed upon by the parties and, in the absence of an arrangement, have such properties as the Seller has described or that the Buyer expected with regard to the nature of the goods;
 - the goods are fit for the purpose stated by the Seller for their use or for which goods of this type are usually used;
 - the goods are of an appropriate quantity, measure or quality;
 - the goods comply with the requirements of legal regulations.
2. The right from defective performance does not belong to the Buyer if the Buyer knew before taking over the thing that the thing had a defect or if the Buyer caused the defect himself.
3. The Buyer's right from defective performance constitutes a defect that the goods have upon receipt by the Buyer. If the defect occurs within six (6) months of receipt, the goods are deemed to have been defective at the time of receipt.
4. If the defective performance is a material breach of contract, i.e. such a breach of which, if the Buyer had known before the purchase, he would not have made the purchase, the Buyer has the right to:
 - a reasonable discount on the purchase price;
 - to withdraw from the contract.
5. If the defect is removable, the Buyer may claim either the repair or completion of what is missing, or a reasonable discount on the purchase price. If the defect cannot be removed and if the goods cannot be properly used for it, the Buyer may either withdraw from the contract or claim a reasonable discount on the purchase price.
6. If the defective performance is an insignificant breach of contract, the Buyer has the right to remove the defect or to a reasonable discount on the purchase price.
7. The Buyer shall inform the Seller of the right he has chosen when notifying the defect or without undue delay after the notification of the defect. The Buyer may not change the choice made without the Seller's consent. If the Buyer does not notify the defect without undue delay after the defect on the goods has occurred, he loses his right from a substantial breach of contract and can continue to exercise only the rights that arise from the defect, which is an insignificant breach of the contract.
8. The Rights arising from defective performance shall be exercised by the Buyer at the Seller in person at Slunečná 1279/27, 664 91 Ivančice, or by letter to the same address or via electronic communication.

VII. Complaints about goods

1. In the event of a complaint within the warranty period, the Buyer may inform the Seller by one of the following options:
 - to the e-mail address [info@cementum.cz]
 - by phone at [601 575 725.]
2. The complaint, including the defect, will be settled without undue delay, no later than 30 days from the date of the claim.
3. The warranty period begins to run on the day of receipt of the goods by the Buyer. The warranty period is 24 months.
4. Each item is accompanied by a sales note and instructions for use. By taking over the goods, the customer confirms his agreement with the warranty and business conditions. If the goods are not taken in person, the takeover of the goods means the moment when the goods are taken over from the carrier.
5. The warranty claim does not apply to damage caused by:
 - mechanical damage to the goods,
 - using the goods in conditions that do not correspond to the parameters specified in the documentation,
 - improper handling, operation, or neglect of the care of the goods,
 - normal wear and tear of the goods.
6. Out-of-court settlement of consumer disputes arising from the purchase contract is authorized to be carried out by the Czech Trade Inspection Authority, ID: 000 20 869, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: coi.cz.
7. In the event that the dispute is not settled out of court, mutual disputes between the Seller and the Buyer shall be resolved by ordinary courts. The applicable law for resolving disputes in the event of a contract with a foreigner is exclusively Czech.

VIII. Information about goods

1. Information about the goods offered in the Seller's online store is for illustrative purposes only and may differ in details from the goods supplied.
2. In the online store there are always current and valid prices of the offered goods including VAT. The price of the goods does not include postage and packing.

IX. Payment Terms

1. The price of the goods and any costs associated with the delivery of the goods under the purchase contract may be paid by the buyer in the following ways:
 - cashless by payment card
2. In the case of payment through a payment gateway, the buyer proceeds according to the instructions of the respective electronic payment provider.
3. The goods remain the property of the Seller until full payment.
4. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

X. Terms of delivery

1. Shipping by transport service: The ordered goods will be sent by the selected transport service. The carrier guarantees the delivery of the consignment anywhere in the Czech

Republic and within the European UnionThe price of transport is governed by the carrier's price list current on the day of the order.

2. The buyer is obliged to take over the goods upon delivery, with the exception referred to in Article X. 5 of these Terms and Conditions. If the buyer does not take over the goods upon delivery, the Seller is entitled to withdraw from the purchase contract.
3. If, for a reason on the part of the Buyer, it is necessary to deliver the goods repeatedly or in a different way than stated in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods, as well as the costs associated with another method of delivery.
4. When taking over the goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the goods and report any defects to the carrier. Goods with obviously damaged packaging are not obliged to take over the Buyer from the carrier.
5. By signing the delivery note, the buyer confirms that the shipment of goods met all the conditions and requirements and any later complaint about the violation of the packaging of the shipment will not be taken into account.
6. Other rights and obligations in the transport of goods may be regulated in the relevant delivery terms of the carrier.

XI. Protection of personal data

1. Customer information is stored in accordance with the applicable laws of the Czech Republic, in particular the Personal Data Protection Act No. 101/2000 Coll., as amended. They serve exclusively for the internal needs of CEMENTUM, s. r. o. and are not provided to third parties. The customer may request the deletion of personal data from the HCP CZ s. r. o. database by e-mail at: info@cementum.cz or by phone at +420 601575725. Customer information includes: name, surname, address, telephone contact, e-mail contact, in the case of company data ID, VAT number.

XII. Final provisions

1. These Terms and Conditions form an integral part of each contract concluded between the Seller and the Buyer with effect from [1.1.2020.]
2. The current terms and conditions are available on the Seller's website.
3. The Seller reserves the right to change these Terms and Conditions without prior notice.