# Terms and Conditions

Symbols s.r.o.
located at Socharska 521/7, Bubenec, Prague

identification number: 03535126, VAT identification number: CZ03535126

registered in the commercial register of the Regional Court located in Prague, file number C 233359

for the sale of goods through an online shop located at the https://smbls.cz

1. INTRODUCTORY PROVISIONS

1.1. The terms and conditions (hereinafter “terms and conditions”) of Symbols s.r.o., located at Socharska 521/7, Bubenec, Prague, identification number: 03535126, VAT identification number: CZ03535126, registered in the commercial register of the Regional Court located in Prague, file number C 233359 (hereinafter “seller”) apply to the rights and responsibilities of all contracting parties based on or related to a purchase contract (hereinafter “purchase contract”) concluded between the seller and a natural or legal person (hereinafter “buyer”) through the online shop of the seller. The online shop is run by the seller on the website https://www.smbls.cz/ (hereinafter “website”), through a web interface (hereinafter “shop web interface”).

1.2. These terms and conditions further apply to the rights and responsibilities of all contracting parties during the use of the website and other legal relationships.

1.3. Provisions different from terms and conditions can be negotiated in a purchase contract. Divergent agreements agreed on in a purchase contract have precedence over terms and conditions.

1.4. In the instance of a purchase contract concluded between seller and an entrepreneur according to the sec. 420 act no. 89/2012 Sb., from the civil code (hereinafter “civil code”), some of the provisions from these terms and conditions are not applicable. They are partially listed in part 4 of these terms and conditions.

1.5. The provisions from these terms and conditions are an integral part of the purchase contract. The purchase contract and terms and conditions have been established in the Czech language. The purchase contract can be concluded in the Czech language.

1.6. The full terms and conditions can be changed by the seller at any time. The rights and responsibilities that originate from the conclusion of a purchase contract have to be fulfilled according to the date when the purchase contract was concluded and are not affected by a later change.

2. PURCHASE CONTRACT CONCLUSION

2.1. The shop web interface includes all goods offered by seller and their individual prices. Prices include VAT and other related costs. Goods and prices are valid for the period those goods are offered in the shop web interface. This provision does not restrict the possibility of concluding an individual purchase contract. The offer of all goods is not binding and the buyer is not obligated to make a purchase.

2.2. Goods offered in the shop web interface are not legally binding by sec. 1732 act no. 2 of the civil code. They are only an offer for buyer to conclude a purchase contract.

2.3. The shop web interface includes information about shipping costs including packaging and delivery. The information is valid only for deliveries within the Czech Republic. For worldwide shipping, see https://www.smbls.cz/worldwide/.

2.4. To place an order, buyer fills out an order form in the shop web interface. The order form mainly includes information about:

2.4.1. goods being ordered (the goods are “placed” in the electronic shopping cart of the shop web interface),

2.4.2. payment for the price of the goods and the information necessary to make a delivery of the goods ordered and

2.4.3. delivery costs (hereinafter “order”).

2.5. Before finalizing the order and sending it to the seller, buyer can change the information in the order. Buyer can change any mistakes and/or remove goods from the electronic shopping cart. Buyer will be able to see all the goods that have been placed in the shopping cart, including the price of all goods, the amount of pieces ordered, total price of all goods in the shopping cart, and the delivery costs of the goods ordered. Prices are shown both without VAT and including VAT.

2.6. Buyer sends his/her order to seller by clicking on the “Place order” button. The information provided in the order is considered correct by the seller. Sending the order is the buyer’s offer to conclude the purchase contract.

2.7. After receiving the order, the seller’s automatic system immediately sends a confirmation of receiving the order to the buyer’s email provided in the order or in the shop web interface (hereinafter “email”). This confirmation email contains the text of the terms & conditions in attachment. In case the buyer provided a wrong email and the confirmation of receiving the order cannot be delivered, the seller is authorized to cancel the order.

2.8. The confirmation of receiving the order as 2.7 states above is not a binding conclusion of the purchase contract. Since seller also owns brick and mortar shops, seller is not always able to guarantee the availability of all goods requested in the purchase contract. It stands that the purchase contract comes fully into effect together with the confirmation of the shipment of the goods, which the seller will deliver to the buyer’s electronic address. This confirmation includes the link to access information about the right to terminate the purchase contract.

2.9. Seller is entitled to ask buyer for an additional confirmation of his/her order depending on the type of the order (amount of goods, total price, delivery costs), in a written or spoken form. Seller can also request a specification or a change in the payment and/or delivery of the goods contrary to the purchase contract.

2.10. Buyer is aware that seller is not required to conclude the purchase contract, especially with buyers who have previously broken their responsibilities towards seller.

2.11. Buyer agrees with the use of communication tools used to conclude the purchase contract. Costs that originate from using such communication tools are covered by buyer (costs such as internet connection or phone calls) and buyer is aware that the costs might change depending on the conditions provided by his/her service provider.

2.12. Until delivered goods are picked up by buyer, seller can terminate the purchase contract at any time. In this case, seller will return the money to buyer without any unnecessary delay to buyer’s bank account.

3. PRICES AND PAYMENT

3.1. Price of goods and any additional and/or related costs of the delivery paid by buyer can be paid as follows:

– in cash in seller’s shop located at:

Praha, Jindřišská 16, ZIP 110 00, Czech Republic;

Brno, Dvořákova 44/14, ZIP 602 00, Czech Republic;

Prague, Stodolní 316/2, ZIP 702 00, Czech Republic;

– cash on delivery in a location set by buyer in the order;

– bank transfer to seller’s bank account listed in the order (hereinafter “seller’s account”);

– bank transfer through PayPal;

– debit card payment through a web interface;

– debit card payment in seller’s shops listed above;

3.2. Buyer is obliged to pay the purchase price of the goods he/she is buying together with all the packaging and delivery costs. Unless otherwise noted, the purchase price includes packaging and delivery costs.

3.3. In the event of payment in cash or cash on delivery, the purchase price becomes valid when delivering the order. In the instance of cashless payment, the purchase price becomes valid within 1 day of receiving the order confirmation as sec. 2.7 of these terms and conditions states.

3.4. In the event of cashless payment, buyer is required to pay the purchase price and include the variable symbol provided by seller. Buyer’s obligation to pay the purchase price is fulfilled as soon as the amount has been transferred to seller’s account.

3.5. Seller is authorized to request the full payment of the purchase price before the order is sent to buyer, especially if buyer had previously failed to fulfill the payment requirements stated in sec. 2.9 above.

3.6. Any price reductions offered by seller cannot be combined and can be only applied to goods that are not on sale.

3.7. If it is a common trade practice or if it is required by law, seller will issue a tax document to buyer based on the purchase contract - an invoice. Seller is registered for VAT. The tax document - the invoice will be issued by seller to buyer and will be sent electronically to buyer’s email, alternatively as a printed document together with the goods ordered.

4. PURCHASE CONTRACT WITHDRAWAL WITHOUT JUSTIFICATION

4.1. Buyer is aware that by sec. 1837 of the civil code, it is not possible to withdraw from the purchase contract if

4.1.1. the delivered goods, or their integral part, were an image or audio recording, such as a computer program or any other intellectual property, and the buyer damaged the original packaging,

4.1.2. the purchased goods were adjusted in any way to the buyer’s wish or if the goods are perishable,

4.1.3. the delivered goods have been mixed irretrievably with other unrelated goods,

4.1.4. the goods were delivered in a closed package, but the buyer took them out of the package and it is not possible to return the goods due to hygiene reasons.

4.2. In case the reason for withdrawal is different from sec. 4.1 or there are other reasons that make the withdrawal impossible, buyer has the right to withdraw from the purchase contract without any justification and without any sanction within 14 days

4.2.1. from taking over the goods from the carrier by buyer or a person he/she chooses (other than the carrier), or

4.2.2. from taking over the last part of the order from the carrier by buyer or a person he/she chooses (other than the carrier) in case buyer ordered more goods, but seller delivered them in separate deliveries, or

4.2.3. from taking over the last part of the goods or the order by buyer or a person he/she chooses (other than the carrier) in case seller delivered the order in parts.

4.3. It is recommended to withdraw from the purchase contract by sec. 4 in a written form, sent by mail to the seller’s address (Symbols s.r.o., Socharska 521/7, Bubenec, Prague, Czech Republic) or through the electronic form available at [https://www.smbls.cz/returns/](https://www.queens.global/returns/). We recommend buyer lists his/her full name, order number and the date of when the order was sent.

4.4. In case of a withdrawal from the purchase contract by sec. 4.2 of these terms and conditions, the purchase contract will be canceled. Buyer must return the goods to seller within 14 days of sending the purchase contract withdrawal to seller. It is required the goods are returned unworn and in their original condition with all documents that were included with the order. Buyer must return the goods through mail or personally to one of the shops listed in sec. 4.3 above.

4.5. After buyer has returned the goods by sec. 4.4 of these terms and conditions, seller is authorized to examine the returned goods to see if the goods have not been damaged, used or partially used.

4.6. In case of a withdrawal from the purchase contract by sec. 4.2 of these terms and conditions, seller will return the purchase price to buyer, including delivery costs (appropriate to the least expensive way of delivery offered), within 14 days of receiving the purchase contract withdrawal, by means of

4.6.1. a bank transfer to buyer’s preferred bank account, otherwise to the bank account that buyer listed in his/her order.

4.7. Regardless of the period stated in sec. 4.6, seller is not obliged to refund buyer any sooner than buyers’ goods have been delivered to seller’s shop address listed in sec. 4.3 or any sooner than buyer can prove that the return has been initiated.

4.8. Any costs associated with the return of the goods are buyer’s responsibility, even if the goods cannot be returned in a usual manner.

4.9. In regards to the withdrawal from the purchase contract by sec. 4.2, buyer is not responsible for a price reduction related to the handling of the goods which is necessary to fully realize the condition of the goods including their functionality. However, in case the goods will be returned to seller in an unsatisfactory condition, damaged, used or partially used, and if this unsatisfactory condition of the goods originated from the necessary handling of the goods, buyer is in that case responsible for such price reduction. Seller is then authorized to add this claim corresponding to the price reduction to buyer’s entitlement to the price of the goods returned.

4.10. If buyer has received a gift together with his/her ordered goods, the gift must be returned together with the rest of the goods to seller in case of a withdrawal from the purchase contract.

4.11. This whole article 4 will not be applied to a purchase contract concluded with an entrepreneur as stated in sec. 420 of the civil code (hereinafter “entrepreneur”), despite the fact that the confirmation of order shipment by sec. 2.8 sent to all buyers includes a link to the form with the information how to withdraw from the purchase contract. Entrepreneurs are only authorized to withdraw by reasons listed in the civil code.

5. TRANSPORT AND DELIVERY OF GOODS

5.1. Buyer chooses his/her optimal way of delivery in the shop web interface.

5.2. If seller is obliged by the purchase contract to deliver the goods to a place selected by buyer in the order, buyer is obliged to take over the goods upon delivery. In case buyer does not take over the goods upon delivery, he/she is responsible for this damage caused to seller; and seller is thereafter entitled to withdraw from the purchase contract.

5.3. In case the delivery needs to take place repeatedly or differently than stated in the order for reasons brought about by buyer, buyer is obliged to cover any related costs with such delivery.

5.4. Upon taking over the goods from carrier, buyer is obliged to check the packaging and in case of any damages, seller must be informed immediately. In case any damages seem to have originated from unauthorized handling of the shipment, buyer is not obliged to take over the goods from the carrier. By signing the delivery note, buyer confirms that the packaging is not damaged. Buyer is also obliged to check all delivered goods and in case of any damages, inform the seller immediately.

5.5. Other rights and responsibilities regarding the delivery of goods can also regulate the delivery conditions of seller if they are provided in the order. Shipment costs and other information about the delivery are stated on this page: https://www.smbls.cz/shipping/.

5.5.1. Buyer is responsible for the payment of any customs fees and/or taxes issued by his/her local authorities. Seller does not cover any such related costs.

6. LIABILITY FOR DEFECTS, WARRANTY

6.1. Rights and obligations of the contracting parties regarding seller’s responsibility for defects, including seller’s defects liability period, are regulated by sec. 2099 et seq. of the civil code. For buyers - consumers sec. 2158 et seq. of the civil code will be applied.

6.2. Buyer is obliged to pick up his/her goods that have been filed for a complaint within one month after the complaint has been solved, and in case it has been solved later, within one month after it has been arranged, unless seller and buyer agree differently. In case buyer does not pick up his/her goods within the required period, seller is entitled to charge 20 EUR/day starting with the first day after the period has passed for the storage of the goods.

6.3. In case buyer does not pick up his/her goods that have been filed for a complaint within 6 months after seller has given notice of fulfilling the warranty complaint, seller is entitled to sell the goods after notifying buyer. This provision is regulated by sec. 2428 of the civil code. In case these goods are not sellable or are seriously damaged, seller is entitled to destroy or throw the goods away after the 6-month period has passed.

6.4. Other rights and responsibilities of all parties involved regarding seller’s responsibility for defects are regulated by seller’s return policy.

7. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

7.1. Buyer acquires ownership over his/her goods after he/she has paid the full price of said goods.

7.2. Buyer is aware that the software and all other parts of the shop web interface (including all photos of goods) are protected by copyright. Buyer commits to never misuse or violate the software or shop web interface in any way.

7.3. Buyer is not authorized to use any mechanisms, software or any other methods that could negatively affect the shop web interface operation. It is only allowed to use the shop web interface in such a way that does not interfere with other buyers’ rights and that corresponds with its appropriate usage.

7.4. Seller is not bound by any code of conduct towards buyers by sec. 1826 par. 1 letter e) of the civil code.

7.5. Buyer is aware that seller is not responsible for any mistakes that might have originated from any third person interference with the shop web interface or from any misuse of the shop web interface.

7.6. For out-of-court settlement for consumer disputes that originate from the purchase contract, Czech trade inspection will be called upon, located at Štěpánská 567/15, 120 00 Praha 2, identification number: 000 20 869, internet page: http://www.coi.cz.

8. PRIVACY POLICY AND COMMERCIAL COMMUNICATION

8.1. The rules for the use of buyers’ personal data can be found here: https://static-data.queens.cz/2018/queens-en-privacy.pdf

9. DELIVERY

9.1. Unless agreed otherwise, all correspondence related to the purchase contract with the other contracting party must be delivered in a written form, either electronically (email), personally or through the designated delivery service. Buyer’s email listed in his/her user account will be used.

10. FINAL PROVISIONS

10.1. If a legal relationship or a relationship related to the use of the website based on the purchase contract includes an international element, both parties agree that the relevant relationship follows Czech law. This does not affect consumer’s rights that follow from generally binding legal regulations.

10.2. Buyer is entitled to complain to seller in a written form or electronically to seller’s email. Seller is not obliged to respond to third party complaints from parties that have not concluded a purchase contract with seller.

10.3. In case buyer is not satisfied with his/her warranty resolutions or in case buyer does not want to communicate with seller whatsoever, he/she can contact the relevant authority which is the Czech trade inspection: http://www.coi.cz/.

10.4. Seller is authorized to sell goods based on the trade license, and it is seller’s only profession. The authorized Trade Licensing Office carries out the necessary inspection.

10.5. Should any one of the provisions from these terms and conditions be invalid or ineffective, or become invalid or ineffective, the closest and most alike provision will come into effect instead. A provision that might be invalid or ineffective does not affect any other provisions in any way. Any changes and/or additions in a purchase contract or the terms and conditions must be presented in a written form.

10.6. The purchase contract including the terms and conditions is archived electronically by seller and is not accessible to buyer.

10.7. Should buyer be a foreign entity, Czech law will be applied to the legal relationship that originates from the purchase contract or any other legal relationship that originates from the usage of the services of the online shop. Simultaneously, the application of the United Nations Convention on Contracts for the International Sale of Goods is strictly excluded.

10.8. Seller’s contact details:

Delivery address: Symbols s.r.o., Socharska 521/7, Bubenec, Prague, Czech Republic
Email address: symbols.shop@gmail.com
Phone number +

10.9. These terms and conditions come into effect on July 1, 2018.