

## TERMS AND CONDITIONS & CUSTOMER INFORMATION

For return parcels and shipments, please always use the address of our business premises:

ikonPlast s.r.o.

Zámecká 231

582 21, Pohled

Czech Republic

Tel. +420 604 287 379

E-Mail: [info@cenovky.cz](mailto:info@cenovky.cz)

### I. General Terms and Conditions

#### 1. Scope and Contractual Partners

1. These Terms and Conditions (hereinafter referred to as "GTC") apply to all purchase contracts concluded between us as the trader and you as the customer via our online shop at <http://www.cenovky.cz>.
2. The contractual partner of the customer is:  
ikonPlast s.r.o. Vrchlického 4162, 580 01 Havlíčkův Brod,  
Czech Republic  
Represented by the Managing Director: David Kočí  
Registered in the Commercial Register maintained by the Regional Court  
in Hradec Králové, Section C, Insert 38238  
ID-No. (IČO): 05587280  
VAT-ID (DIČ): CZ05587280  
E-Mail: [eshop@cenovky.cz](mailto:eshop@cenovky.cz)
3. A Consumer means any natural person who enters into a legal transaction for purposes that are predominantly outside their trade, business, craft, or profession. An Entrepreneur means a natural or legal person or a partnership with legal personality who, when entering into a legal transaction, acts in the exercise of their trade, business, or profession.
4. These Terms and Conditions shall take effect on June 19, 2026.

#### 2. Conclusion of Contract and Ordering Process

1. The presentation of products in our online shop does not constitute a legally binding offer on our part, but rather an invitation to the customer to submit a binding offer (invitation to treat).
2. Ordering via the Internet Shop: The customer can select products and place them in a virtual cart using the "Add to Cart" button. Before submitting the order, the customer can review and modify the data at any time. By clicking the binding order button "Order binding to payment" (or English equivalent used in the checkout layout), the customer submits a binding offer to purchase the goods in the shopping cart.
3. The contract is officially concluded when we accept your order. The moment of conclusion depends on the chosen payment method:  
  
Bank Transfer / Advance Payment: The contract is concluded upon receipt of our order confirmation e-mail containing our bank details.  
  
Credit Card / Online Payment Gateways (PayPal, etc.): The contract is concluded at the moment the customer successfully confirms the payment instruction within the respective payment service.
4. Ordering via  
E-mail: Sending an order via e-mail to [eshop@cenovky.cz](mailto:eshop@cenovky.cz) constitutes a binding offer by the customer. The contract is concluded only when we accept this offer within 3 business days by sending a separate order confirmation via e-mail.

5. The contract language is English. The contract text is stored by us but is no longer publicly accessible online after the order is submitted. The order data and these GTC will be sent to the customer via e-mail.

### **3. Prices, Shipping Costs, and Payment Terms**

1. The prices listed in the respective offers represent total prices. They include all price components, including all applicable taxes (such as VAT).
2. Applicable shipping and delivery costs are not included in the purchase price. They are displayed separately during the ordering process and must be borne additionally by the customer, unless free shipping has been agreed upon.
3. The payment methods available to the customer are specified in the online shop. Unless otherwise stated for individual payment methods, payment claims arising from the contract are due within 15 days of the conclusion of the contract.
4. The customer agrees to receive invoices exclusively in electronic format via e-mail.

### **4. Delivery and Shipping Conditions**

1. Delivery of goods shall be made by shipment to the delivery address specified by the customer. We deliver within the European Union.
2. If the customer is a Consumer, the delivery period is a maximum of 30 days from the conclusion of the contract (or, in the case of advance payment, from the date of payment receipt), unless a specific delivery date is explicitly stated for the product. If the customer is an Entrepreneur, the delivery period is deemed met as soon as the goods are handed over to the transport carrier.
3. If the transport company returns the shipped goods to us because delivery to the customer was not possible, the customer shall bear the costs for the unsuccessful shipment as well as for any subsequent delivery attempt. This does not apply if the customer effectively exercises their right of withdrawal or if the delivery was impossible due to circumstances beyond the customer's control.

### **5. Retention of Title**

1. Vis-à-vis Consumers, we retain ownership of the delivered goods until full payment of the purchase price has been received.
2. Vis-à-vis Entrepreneurs, we retain ownership of the delivered goods until all claims arising from an ongoing business relationship have been fully settled.

### **6. Statutory Warranty Rights (Liability for Defects)**

1. Statutory warranty rights under applicable law shall apply. For Consumers, the statutory warranty period for new goods is 2 years from the delivery of the goods. For used goods, this period may be reduced to 1 year.
2. Consumers are requested to complain about delivered goods with obvious transport damage directly to the delivery agent and to inform us immediately via e-mail ([eshop@cenovsky.cz](mailto:eshop@cenovsky.cz)). However, failure to make a complaint or contact us has no effect on the consumer's statutory warranty rights.
3. For Entrepreneurs, the following deviating regulations apply:

Only our own specifications and the manufacturer's product description shall be deemed agreed as the quality of the goods.

The Entrepreneur is obliged to inspect the goods immediately and with due diligence for quality and quantity deviations. Obvious defects must be reported to us in writing within 7 days of receipt of the goods; timely dispatch is sufficient to meet the deadline. This also applies to hidden defects discovered later. In the event of a breach of the inspection and notification obligations, warranty claims are excluded.

The warranty period for Entrepreneurs is 6 months from the transfer of risk, and a maximum of 2 years for hidden defects.

## **7. Choice of Law and Jurisdiction**

1. The laws of the Czech Republic shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). For Consumers, this choice of law applies only to the extent that it does not deprive them of the protection afforded by mandatory provisions of the law of the state in which the consumer has their habitual residence (Art. 6
2. of Regulation (EC) No 593/2008 [Rome I]).
3. If the customer acts as a merchant, a legal entity under public law, or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered place of business.

## **II. Statutory Customer Information & Right of Withdrawal**

### **1. Right of Withdrawal for Consumers**

1. Consumers within the European Union have a statutory fourteen-day right of withdrawal.
2. Instructions on Withdrawal

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period will expire after fourteen days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right of withdrawal, you must inform us (ikonPlast s.r.o., Zámecká 231, 582 21 Pohled, Czech Republic, E-mail: [eshop@cenovky.cz](mailto:eshop@cenovky.cz)) of your decision to withdraw from this contract by an unequivocal statement (e.g., a letter sent by post or an e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also effectively exercise your right of withdrawal electronically as follows:

You can also exercise your right to withdraw from the contract online at the internet address. If you use this online element, we will send you an acknowledgment of receipt of such a withdrawal, including its content, date, and time of dispatch, on a durable medium (e.g., by e-mail) without undue delay.

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our website at the internet address [HERE](#). If you use this option, we will send you an acknowledgment of receipt of such a withdrawal on a durable medium (e.g., by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

3. Effects of Withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen days from the day on which we are informed about your decision to withdraw from this contract. We will carry

out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us (ikonPlast s.r.o., Zámecká 231, 582 21 Pohled, Czech Republic), without undue delay and in any event not later than fourteen days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the goods before the period of fourteen days has expired.

You will have to bear the direct cost of returning the goods.

You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics, and functioning of the goods.

## **2. Model Withdrawal Form**

1. (If you wish to withdraw from the contract, please fill out this form and send it back.)
2. To:  
ikonPlast s.r.o.  
Zámecká 231  
582 21, Pohled  
Czech Republic  
E-Mail: [eshop@cenovky.cz](mailto:eshop@cenovky.cz)
3. I/We () hereby give notice that I/We () withdraw from my/our () contract of sale of the following goods ()/for the provision of the following service (\*)
4. Ordered on ()/received on ():
5. Name of consumer(s):
6. Address of consumer(s):
7. Signature of consumer(s) (only if this form is notified on paper):
8. Date:
9. (\*) Delete as appropriate.

## **3. Online Dispute Resolution Information**

1. The European Commission provides a platform for online dispute resolution (ODR), accessible via the following link: <https://ec.europa.eu/consumers/odr>.
2. We are neither obliged nor willing to participate in a dispute resolution procedure before a consumer arbitration board.