

Business Terms and Conditions of DOGMOUNT, s.r.o

I. GENERAL PROVISIONS

The general provisions of these Business Terms and Conditions define the rights and obligations of the Seller and Buyer arising from purchases made in the e-shop (i.e. remote sales) operated by the Seller at www.dogmount.com.

The Seller is the firm DOGMOUNT with registered address at Nemocniční 1417, 7839, Uničov (which is also the Seller's correspondence address), Company ID No. 04862091, entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File 64778 (hereinafter the 'Seller').

A customer is a buyer, a subject differentiated by law as a consumer (hereinafter the 'Buyer') and an entity with the intention of purchasing goods from the Seller, i.e. a legal entity or an entity acting while ordering goods within the framework of their business activities or in the framework of their independent profession. The Seller's e-shop is intended for and these Business Terms and Conditions apply solely to the sale of goods to consumers.

The provisions of these Business Terms and Conditions form an integral part of the purchase agreement and are created in Czech. Provisions differing from the Business Terms and Conditions can be arranged in the purchase agreement, and in this case the conditions agreed upon in the purchase agreement take precedence over the provisions of these Business Terms and Conditions.

II. PURCHASE AGREEMENT

A purchase agreement is created between the Seller and the Buyer with the delivery of the acceptance of an order placed in the e-shop from the Seller to the Buyer and sent electronically to the email address provided by the Buyer in the order for goods.

The Buyer is aware that the Seller is not obligated to conclude a purchase agreement. All presentations of goods in the e-shop are of an informative character, and the Seller is not required to conclude a purchase agreement for these goods; the provisions of Section 1732(2) of the Civil Code do not apply. The Seller also reserves the right to cancel an order or a part thereof prior to the conclusion of the purchase agreement in the case that the goods are no longer produced or delivered. In the case that the Buyer has paid part of or the entire purchase price, this amount shall be refunded to their account or address, and the purchase agreement is not concluded.

By concluding the purchase agreement the Buyer confirms that they have familiarised themselves with these Business Terms and Condition and that they agree to them. The Seller regards the information provided by the Buyer in their user account as accurate.

III. PURCHASE PRICE, DELIVERY AND PAYMENT CONDITIONS

The web interface of the e-shop contains information regarding goods, including the prices of individual goods with VAT and all related fees, and also includes information on costs connected with the packing and delivery of goods valid for shipping to exact country. Unless stated otherwise, the purchase price includes costs related to the delivery of goods.

The prices listed in the e-shop are final prices (i.e. including all taxes), to which the cost of delivery will be added. The Buyer has the following options to pay the price of goods and shipping costs:

- cash-free transfer using the Paypal payment system, using GoPay payment system
- credit card using GoPay payment system
- cash-free transfer Google Pay, using GoPay payment system

According to the Act on the Registration of Sales, the Seller is obliged to issue a receipt to the Buyer and at the same time he is obliged to register the received payment with the tax administrator online; in the event of a technical failure, within 48 hours at the latest. The Buyer agrees to receive the receipt from the Seller also in electronic form at the Buyer's email address.

The method of delivery of the goods shall be determined when ordering the goods. The Seller is entitled to change the delivery method chosen by the Buyer if their choice of method is not appropriate for the ordered goods or this method is not possible based on the conditions established by the specific carrier.

Goods are delivered by carrier DHL express, worldwide. If the Buyer does not take possession of the goods upon delivery and does not pay the purchase price, the Seller is entitled to demand reimbursement of the actual shipping costs and is also entitled to withdraw from the purchase agreement.

Upon the delivery of the goods, the Buyer is required to check to make sure the package is not damaged; in the case damage to the package is determined and damage to the goods contained inside is a possibility, the Buyer is not required to take possession of the package. By signing for the package, the Buyer confirms that the shipment of goods at the time of delivery fulfilled all conditions and was not visibly damaged, and the Seller shall not be liable for later claims against damaged packaging.

IV. WITHDRAWAL FROM THE PURCHASE AGREEMENT

By law, the Buyer is entitled to withdraw from the purchase agreement without stating a reason within fourteen (14) days. The period for withdrawing from the purchase agreement expires 14 days following the day the Buyer receives (takes possession of) the complete product.

The Buyer's decision to withdraw from the purchase agreement must be sent in the stated 14-day period from the acceptance of the goods to the Seller's business address or email address at info@dogmount.com.

In the case that the Buyer withdraws from the purchase agreement, the Seller shall return the money received from the Buyer, unless the Buyer designates otherwise. In the case that the Buyer pays for the goods by COD, the money can be returned to the Buyer in the form of a postal order; when payment was made by bank transfer, the money will be credited to the account from which the payment was made to the Seller. However, the Buyer is responsible for the cost of returning the goods to the Seller, even in the case that they cannot be returned by normal post due to the nature of the goods.

If the Buyer withdraws from the purchase agreement, the Seller is not required to refund the Buyer's money before the Buyer returns the goods or documents that the goods have been sent to the Seller. The Buyer must return the goods to the Seller within 14 days of informing the Seller of their intention to withdraw from the purchase agreement.

If the returned goods are damaged, the Seller is entitled to compensation from the Buyer for said damage and the reduction in the value of the goods. In this case, the Seller is entitled to deduct the damage from the amount refunded to the Buyer.

V. LIABILITY FOR DEFECTS AND RIGHTS FROM DEFECTIVE PERFORMANCE

The rights and obligations of the contracting parties concerning rights from defective performance are governed by generally binding legal regulations (in particular Section 914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll. on consumer protection, as amended).

The Seller is responsible for providing the Buyer with defect-free goods upon delivery. At the time the Buyer accepts the goods, the Seller is responsible for ensuring that:

- the product has the qualities that the contracting parties agreed upon, and if such an agreement is missing, that the product has the qualities that the Seller or manufacturer described or the Buyer expected with respect to the nature of the goods and on the basis of the advertising in which they were presented;
- the product is suitable for the use the Seller presents or for the which goods of this type are typically used;
- the product matches the quality or design of the contracted sample or original if the quality or design was determined by the contracted sample or original;
- the product is in the proper quantity, size and weight; and
- the product complies with legal requirements. If the product does not have the aforementioned qualities, the Buyer is entitled to demand:
 - the removal of defect;
 - the delivery of a new item or part thereof free from defects, if it is possible for the Seller;
 - a reasonable discount;
 - or to withdraw from the purchase agreement.

The Seller is not required to satisfy the Buyer's claim if the product was sold at a lower price due to a defect, if the product shows wear caused by common use (excessive or long-term wear cannot be claimed as a product defect) or for common wear on used goods that was apparent at the time the goods were accepted by the Buyer or which results from the nature of the goods.

If a defect appears within six months of the acceptance of the product by the Buyer, it shall be assumed that the goods were defective upon takeover. The Buyer is entitled to apply a claim on a defect that appears on the delivered goods within 24 months of takeover.

The Seller is required to notify the Seller of the defect without undue delay after it was determined during a timely inspection and with adequate care. The Buyer shall file a claim on defective goods at the Seller's sales location where the receipt of claims is possible with respect to the assortment of sold goods or at the Seller's registered address or place of business.

Additional rights and obligations of the contracting parties associated with the Seller's liability for defective goods and the method for applying claims are set forth in the Seller's Claims Rules available here.

VI. OTHER PROVISIONS – PROTECTION OF PERSONAL INFORMATION, BUSINESS COMMUNICATIONS AND THE USE OF COOKIES

The Seller processes the Buyer's personal data. More information on this processing is available in the document "Privacy Policy" in the Document section of the website.

The Buyer expressly agrees to provide all his/her personal data to third parties providing the Seller with transportation and delivery of goods to the Buyer to the extent necessary for the delivery of the shipment. Supervision of personal data protection is performed by the Office for Personal Data Protection.

The Seller may authorize a third party to process the Buyer's personal data as a processor. Except for persons transporting goods, personal data will not be passed on to any third parties without the Buyer's prior consent.

VII. FINAL PROVISIONS

By concluding the purchase agreement, the Buyer accepts all of the Business Terms and Conditions in their valid version as of the day the goods are sent, including the price of the ordered goods set forth in the confirmed order, unless different arrangements were made in the specific case.

The Seller is entitled to make changes to or amend the Business Terms and Conditions. This provision does not impact the rights and obligations arising while the previous Business Terms and Conditions are in effect.

If any of the provisions of the Business Terms and Conditions are invalid or ineffective or become so, provisions that most closely approximate the original intention of the invalid provisions shall replace them. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions.