



TERMS & CONDITIONS

PINNIUM s.r.o.

Residence: Za Pazdernou 2573/8, 397 01 Písek

EU VAT No.: CZ10901442

Contact: pinnium@pinnium.cz, www.pinnium.cz



1. INTRODUCTION

1.1 These Terms and Conditions (hereinafter referred to as the "**Terms and Conditions**") govern the relationship between the Buyer and the Seller in the sale of tools (especially lifting equipment - jacks and other construction tools) and related goods (especially foils, fasteners and additional assortment) (hereinafter "**Goods**") between PINNIUM s.r.o. with its registered office at Za Pazdernou 2573, 397 01 Písek, which is a registered business entity with Company Identification Number 10901442 and a registered VAT payer with European VAT number CZ10901442 as the seller (hereinafter referred to as the "**Seller**") and its customers (hereinafter referred to as the "**Buyer**").

1.2 Contact details of the Seller are:

www.pinnium.cz

pinnium@pinnium.cz

Za Pazdernou 2573, 397 01 Písek

+420 728 859 438; +420 728 554 944

1.3 If the Buyer is a consumer according to § 419 of the Civil Code (any person who, outside the scope of his business activities or outside the scope of independent performance of his profession, concludes a contract with the entrepreneur or otherwise deals with him), relations not regulated by the purchase contract and these Terms and Conditions are governed by the relevant provisions of the Civil Code (in particular Sections 2158 to 2174 of the Civil Code governing the sale of goods in trade). If the Buyer acts in ordering and purchasing the Goods within the scope of his business activities or within the independent performance of his profession, the relations are governed by the purchase or framework contract and these Terms and Conditions not regulated by the Civil Code, but its provisions § 2158 - § 2174 do not apply, regulating the sale of goods in the store.

1.4 Legal relations between the Seller and the Buyer not expressly regulated by the Purchase Agreement, the Framework Agreement or these Terms and Conditions are governed by the relevant provisions of Act no. No. 89/2012 Coll., (Civil Code), or discip. No. 634/1992 Coll. on consumer protection in the case of a purchase contract with the Buyer as a consumer, as well as related legislation. In the event of a conflict between the Purchase Agreement, the Framework Agreement, these Terms and Conditions and the Buyer's

Terms and Conditions, the documents shall prevail in the following order: 1) Purchase Agreement, 2) Framework Agreement and 3) Terms and Conditions on the grounds that the contractual relationship between the Seller and the Buyer wouldn't be applied.

- 1.5 At the commencement of legal proceedings, the Buyer shall provide to the Seller only his contact and identification data necessary for the smooth execution of the order, or the data he wishes to have stated on the purchase documents.
- 1.6 The Buyer does not acquire any rights to use the registered trademarks, trade names, company logos or patents of the Seller or other designations used by the Seller, unless otherwise agreed in a specific case by a special contract.

2. CONCLUSION OF THE PURCHASE AGREEMENT

- 2.1 The Seller does not have a so-called stone shop, where the Buyer can personally inspect and pick up the Goods. For the purposes of the offer, all available Goods are published on the Seller's website:

www.pinnium.cz

- 2.2 All presentation of the Goods placed in the web interface of the store is of an informative nature and the Seller is not obliged to enter into a purchase agreement regarding this Goods with the Buyer. The provisions of § 1732 para. 2 of the Civil Code shall not apply.
- 2.3 The purchase contract is concluded on the basis of the Seller's acceptance of the Buyer's order made via the order form, which is located on the Seller's website. The order confirmation sent electronically by the Seller to the Buyer to the e-mail address specified by the Buyer in the order is considered acceptance of the order. If there is no formal confirmation of the order, but the Goods ordered by the Buyer would be delivered to and taken over by the Buyer, the handover of the Goods to the Buyer is considered to be an implied confirmation of the Buyer's order by the Seller.
- 2.4 If the Buyer's order is made by telephone, the Seller will subsequently send the offer to the Buyer by e-mail, and the purchase contract will be concluded at the moment of written confirmation of the Seller's offer by the Buyer. The last sentence stated in Article 2.3 shall apply mutatis mutandis in this case, where the tacit conclusion of the purchase order occurs in the absence

- of formal acceptance of the offer at the time of delivery of the Goods to the Buyer.
- 2.5 The prices listed on the Seller's website are valid for the delivery of the Goods within the Czech Republic. In the case of an order of Goods from abroad, the Seller informs the Buyer whether and under what price conditions the Goods would be sold to the Buyer, but only if the order of Goods from abroad will be made in Czech, Slovak, English or German language.
- 2.6 To order the Goods, the Buyer shall fill in the Order Form on the Seller's website. To properly order the Goods it is necessary to fill in:
- Buyer's contact, identification and delivery details
 - Type of ordered Goods and its quantity
 - Order payment method
 - Method of transport of the Goods
- 2.7 The Buyer's order remains with the Seller for the period of legal archiving periods.
- 2.8 The Buyer may correct errors made when entering data before placing the order until the moment of receiving the order. Upon receipt of the order by the Seller, the Buyer may inform the Seller about errors in the order through the contact details of the Seller. These changes are legally binding for the Seller only if he confirms in writing to the Buyer that he understands them and accepts them unconditionally.
- 2.9 If the Buyer decides to cancel the order, he must immediately inform the Seller by e-mail or registered letter addressed to the company's registered office. The costs associated with the cancellation of the order shall be borne by the Buyer. Such costs include, in particular, shipping costs if the Goods have already been shipped. The order cannot be canceled after the Goods have been taken over by the Buyer.
- 2.10 The Buyer agrees to the use of means of distance communication when concluding the Purchase Order.

3. CUSTOMER WITHDRAWAL FROM THE PURCHASE ORDER

- 3.1 If the Buyer fulfills all the requirements for withdrawal from the consumer contract concluded in a distance manner and if he decides to withdraw within 14 days of receipt of the Goods, the following conditions must be met:
- Fill in and send the withdrawal form to the Seller (a sample version is available on the Seller's website www.pinnium.cz)

- Send the Goods back to the seller within 14 days of withdrawal from the contract. The Goods must be undamaged, complete (including accessories and instructions), in suitable packaging and with a copy of the proof of purchase. Details are given in the document "Consumer Information", which is available on the Seller's website www.pinnium.cz.

4. RIGHTS FROM DEFECTIVE PERFORMANCE

- 4.1 The Seller is responsible to the Buyer for the fact that the Goods do not show defects at the time of delivery, except in cases where the Goods are explicitly sold with a defect that does not prevent its use (especially worn Goods).
- 4.2 The right of defective performance does not belong to the Buyer, if the Buyer knew before taking over the thing that the thing has a defect, or if the Buyer himself caused the defect.
- 4.3 The Buyer's right to defective performance is based on the defect that the Goods have when taken over by the Buyer. If the defect becomes apparent within six (6) months of receipt, it is considered that the Goods were defective at the time of receipt.
- 4.4 If the defective performance is a material breach of contract, ie such a breach of which, if the Buyer knew before the purchase, he would not make the purchase, the Buyer has the right:
 - to eliminate the defect by delivering a new item without a defect or by delivering the missing item;
 - to eliminate the defect by repairing the thing;
 - a reasonable discount from the purchase price;
 - to withdraw from the contract.
- 4.5 If the defect is remediable, the Buyer may demand either repairs or additions to what is missing, or a reasonable discount on the purchase price. If the defect cannot be eliminated and the Goods cannot be used properly for it, the Buyer may either withdraw from the contract or demand a reasonable discount from the purchase price.
- 4.6 If the defective performance is an insignificant breach of contract, the Buyer has the right to eliminate the defect or to a reasonable discount on the purchase price.
- 4.7 The Buyer shall inform the Seller in writing which right he has chosen when notifying the defect or without undue delay after notifying the defect.

The Buyer may not change the made choice without the Seller's consent, except in the case where a correction of a defect has been requested, which turns out to be irreparable. If the Buyer does not notify the defect in writing without undue delay after the defect has occurred on the Goods, he loses his right to a material breach of contract and can continue to exercise only the rights arising from the defect, which is a minor breach of contract.

- 4.8 If the Seller does not eliminate the defects within a reasonable time or notifies the Buyer that it will not eliminate the defects, the Buyer may request a reasonable discount from the purchase price instead of eliminating the defect, or may withdraw from the contract.
- 4.9 The Buyer exercises the rights arising from defective performance with the Seller via electronic communication. A sample form can be used to point out the defect, which is part of the complaint procedure, published on the Seller's website.

5. COMPLAINTS OF GOODS

- 5.1 In the event of a complaint during the warranty period, the Buyer may file a complaint against the Seller in one of the following ways:
- By the e-mail addressed to reklamace@pinnium.cz
 - By registered letter to the registered office of the company:
Za Pazdernou 2573, 397 01 Písek, Czech Republic
- 5.2 The complaint will be settled without undue delay, no later than 30 days from the date of the complaint.
- 5.3 The warranty period begins on the day of receipt of the Goods by the Buyer. The warranty period is 24 months.



- 5.4 The right to claim the warranty does not apply to damage caused by:
- mechanical damage to the Goods,
 - by using the Goods in conditions that do not correspond to the parameters specified in the documentation for the Goods,
 - improper handling, servicing or neglect of care of the Goods,
 - normal wear and tear of the Goods.
- 5.5 The Czech Trade Inspection Authority, Company Identification Number: 000 20 869, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: coi.cz, is entitled to resolve out-of-court settlement of consumer disputes arising from the purchase contract.
- 5.6 In the event that the dispute is not settled out of court, mutual disputes between the Seller and the Buyer shall be resolved by the general courts. The applicable law for resolving disputes in the case of concluding a contract with a foreign national is exclusively Czech.
- 5.7 For an unjustified complaint, the Buyer may be charged the costs incurred by the Seller in settling it.
- 5.8 Other conditions of the complaint are specified in the complaint procedure, which is available on the Seller's website www.pinnium.cz. By concluding the contract, the buyer agrees with the conditions specified in the complaint procedure.

6. PAYMENT TERMS

- 6.1 Ordered Goods and costs associated with the delivery of the Goods can be paid:
- payment in cash upon delivery of the Goods (cash is taken over from the Buyer by the carrier),
 - advance payment by transfer to the Seller's account after issuing an advance invoice (or proforma invoice) on the basis of the order confirmation, the Goods are sent after crediting the account.
- 6.2 The Goods remain the property of the Seller until full payment.

7. DELIVERY CONDITIONS

- 7.1 The ordered Goods will be sent by the contractual transport service.



- 7.2 The Goods will be handed over to the carrier for transport on the next working day following (i) order confirmation if the ordered Goods are in stock and the purchase price of the Goods (or part thereof) will not be paid on the basis of the advance invoice, (ii) payment of the advance if the Goods in stock and the purchase price of the Goods (or part thereof) will be paid on the basis of the advance invoice or (iii) storage of the Goods (when paying without advance invoice), (iv) after storage of the Goods and payment of the advance invoice, if the given method of payment and storage is chosen. The Goods will arrive only after the order has been placed, and the expected date of storage of the Goods will be listed on the Seller's website. The date of delivery of the Goods for transport will be stated in the order confirmation / offer according to Article 2.4 of these Terms and Conditions. In the event that the date of delivery of the Goods for transport specified in the order confirmation deviates from the actual date of delivery of the Goods or from the date specified on the Website by more than 5 working days, the Buyer is entitled to withdraw from the Purchase Agreement.
- 7.3 The Carrier guarantees the delivery of the consignment anywhere in the Czech Republic within 72 hours of the delivery of the Goods for transport. The price of transport is governed by the price list of the carrier current on the day of the order.
- 7.4 The Buyer is obliged to take over the Goods upon delivery, with the exception specified in Article 7.6 of these Business Conditions. If the Buyer does not take over the Goods upon delivery, the Seller is entitled to withdraw from the purchase contract. In this case, the Buyer is also obliged to reimburse the Seller for costs incurred in connection with the delivery of the Goods (especially transport costs).
- 7.5 If, due to a reason on the part of the Buyer, it is necessary to deliver the Goods repeatedly or in another way than stated in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the Goods, as well as costs associated with other methods of delivery.
- 7.6 When accepting the Goods from the carrier, the Buyer is obliged to check the integrity of the packaging of the Goods and to report any defects to the carrier. The Buyer is not obliged to take over from the carrier the Goods with obviously damaged packaging or incomplete Goods.
- 7.7 By signing the delivery note or other confirmation of receipt of the Goods from the carrier, the Buyer confirms that the shipment of the Goods was intact,

met all conditions and requirements and any subsequent complaints regarding this will not be taken into account.

- 7.8 Other rights and obligations during transport of the Goods may be regulated in the relevant delivery conditions of the carrier, which may be referred to when concluding the purchase contract.

8. INFORMATION SECURITY AND PROTECTION

- 8.1 By concluding the contract, the Buyer confirms that the personal data he has provided 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).
- 8.2 The principles and conditions of personal data protection are set out in the document entitled "Personal Data Protection", which is available on the Seller's website.

9. FINAL PROVISIONS

- 9.1 Unless expressly agreed otherwise between the parties, electronic (e-mail) communication is also considered to be in writing.
- 9.2 These Terms and Conditions form an integral part of every contract concluded between the Seller and the Buyer with effect from 24th January 2022.
- 9.3 The current Terms and Conditions are available on the Seller's website.
- 9.4 The Seller reserves the right to change these Terms and Conditions without prior notice.
- 9.5 Those Terms and Conditions are interpreted in accordance with the law of the Czech Republic and is governed by Czech law, in particular Act No. 89/2012 Coll., The Civil Code, as amended, with the proviso that this Civil Code takes precedence over the agreement of the parties. international agreements.
- 9.6 Any dispute or irregularity arising from this document, which the Contracting Parties cannot resolve amicably within one (1) month of their occurrence, will be submitted exclusively to the competent court according to the registered office of PINNIUM s.r.o.

Team
PINNIUM s.r.o.