



## Terms and Conditions for Consumers and Pre-Contractual Consumer Information

company **ALMET, a.s.**

with its registered office at **Ležáky 668/3, Kukleny, 500 04 Hradec Králové**

Company ID No.: **46505156**                      VAT: **CZ46505156**

registered in the Commercial Register maintained by the **Regional Court in Hradec Králové**, Section B, Insert 673,

for the sale of goods through an online store located at the internet address **www.almet.cz**.

The Seller hereby provides the Buyer (consumer), pursuant to **Section 1820(1)** in connection with **Section 1811(2)(c), (e), (h) and (i)** and **Section 1824** of the Civil Code, and pursuant to **Section 1826** of the Civil Code, with the following **pre-contractual information**, which forms an integral part of these Terms and Conditions:

### 1. INTRODUCTORY PROVISIONS

1.1. These Terms and Conditions and Consumer Pre-Contractual Information (hereinafter the “Terms and Conditions”) of ALMET, a.s., with its registered office at Ležáky 668/3, Kukleny, 500 04 Hradec Králové, Company ID No.: 46505156, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 673 (hereinafter the “Seller”), provide pre-contractual information to the consumer and govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”), the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter the “Purchase Contract”) concluded between the Seller and a consumer (hereinafter the “Buyer”) through the Seller’s online store. The online store is operated by the Seller on the website located at [www.almet.cz](http://www.almet.cz) (hereinafter the “Website”) through the interface of the Website (hereinafter the “Online Store Interface”).

By concluding the Purchase Contract, the Seller undertakes to deliver the goods to the Buyer at the place specified by the Buyer in the order and to enable the Buyer to acquire title to the goods, and the Buyer undertakes to take delivery of the goods and pay the agreed purchase price.

A consumer (Buyer) is any natural person who, outside the scope of their business activity or outside the scope of the independent exercise of their profession, concludes a contract with the Seller or otherwise deals with the Seller.

1.2. These Terms and Conditions do not apply to cases where a person intending to purchase goods from the Seller is not a consumer, i.e., acts within the scope of their business activity or within the scope of the independent exercise of their profession.

1.3. Provisions deviating from these Terms and Conditions may be agreed upon in the Purchase Contract. Deviating provisions in the Purchase Contract shall prevail over the provisions of these Terms and Conditions.

1.4. The provisions of the Terms and Conditions constitute an integral part of the Purchase Contract. The Purchase Contract and the Terms and Conditions are executed in the Czech language. The Purchase Contract may be concluded in the Czech language.

1.5. The Seller may amend or supplement the wording of the Terms and Conditions. This provision shall not affect the rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.

## 2. USER ACCOUNT

2.1. Based on the Buyer's registration made on the Website, the Buyer may access their user interface. From this user interface, the Buyer may place orders for goods (hereinafter the "User Account"). If the Online Store Interface allows it, the Buyer may also order goods directly without registration, via the Online Store Interface.

2.2. When registering on the Website and when ordering goods, the Buyer is obliged to provide correct and truthful data and shall be liable for any damage caused by providing incorrect and/or untruthful information. The Buyer is obliged to update the data specified in the User Account upon any change. The data entered by the Buyer in the User Account and when ordering goods shall be considered correct by the Seller. The Seller is not able to verify the truthfulness or accuracy of the data provided by the Buyer.

2.3. Access to the User Account is protected by a username and password chosen by the Buyer. The Buyer is obliged to maintain confidentiality regarding the information necessary to access their User Account.

2.4. The Buyer is not entitled to allow any third parties to use the User Account.

2.5. The Seller may cancel the User Account, particularly if the Buyer has not used their User Account for more than 24 months, or if the Buyer breaches their obligations under the Purchase Contract (including these Terms and Conditions), etc.

2.6. The Buyer acknowledges that the User Account and/or the Website and/or the Online Store Interface may not be available continuously, in particular due to necessary maintenance

of the Seller's hardware and software or due to necessary maintenance of hardware and software of third parties.

### 3. CONCLUSION OF THE PURCHASE CONTRACT, GENERAL RIGHTS AND OBLIGATIONS OF THE SELLER AND BUYER

3.1. All presentations of goods located in the Online Store Interface are of an informative nature, and the Seller is not obliged to conclude a Purchase Contract regarding such goods. Section 1732(2) of the Civil Code shall not apply (i.e., the presentation of goods in the Online Store Interface does not constitute an offer with a reservation of stock availability or the Seller's ability to perform).

3.2. The Online Store Interface contains information about the goods, including a description of their main characteristics, as well as the prices of individual goods and the costs of returning the goods, if the nature of the goods does not allow their return by ordinary postal means. Prices are listed including VAT and all related fees. Goods prices remain valid for as long as they are displayed in the Online Store Interface. This provision does not limit the Seller's ability to conclude a Purchase Contract under individually agreed conditions.

3.3. The Online Store Interface also includes information on packaging and delivery costs. The information regarding packaging and delivery costs applies only when goods are delivered within the territory of the Czech Republic and the Slovak Republic.

3.4. To order goods, the Buyer shall complete the order form in the Online Store Interface. The order form contains in particular:

3.4.1. information about the ordered goods, including their main characteristics (the Buyer "adds" the goods to the electronic shopping cart of the Online Store Interface),

3.4.2. information regarding the method of payment of the purchase price, and the required method of delivery of the goods,

3.4.3. information regarding packaging and delivery costs

(collectively the "Order").

Before submitting the Order, the Buyer confirms that they have reviewed these Terms and Conditions and expressly agree with them in the wording valid and effective at the time the Order is submitted.

In addition to cases provided for by law or these Terms and Conditions, the Seller is entitled to withdraw from the Purchase Contract in the event of an obvious price error. An obvious price error includes, in particular (but not exclusively):

- a price that is clearly incorrect at first sight (e.g., significantly deviates from the usual market price),
- an obviously incorrect price for related services such as shipping, packaging, insurance, etc.,
- missing or extra digits in the price.

Withdrawal shall be made by cancelling the Order, of which the Buyer shall be informed.

3.5. Before submitting the Order, the Buyer is allowed to check and correct any data entered into the Order, including correcting input errors. The Buyer submits the Order by clicking the “Order with obligation to pay” button. The Seller considers the data provided in the Order as correct; the Seller is not able to verify their accuracy or truthfulness. The Buyer is liable for any damage caused by entering incorrect and/or untruthful data. The Seller shall, without undue delay after receiving the Order, confirm its receipt to the Buyer by email to the Buyer’s email address specified in the User Account or in the Order (the “Buyer’s Email Address”). The Buyer agrees that the Seller (or an authorized third party) may communicate electronically with the Buyer via the Buyer’s Email Address, and confirms that communications delivered to this address are deemed delivered to their sphere of control.

3.6. Depending on the nature of the Order (quantity of goods, purchase price, estimated delivery costs), the Seller is always entitled to request additional confirmation of the Order (e.g., in writing or by telephone).

3.7. The contractual relationship between the Buyer and the Seller is established, and the Purchase Contract is concluded, upon delivery of the Order to the Seller.

3.8. The Buyer agrees to the use of remote communication means when concluding and fulfilling obligations under the Purchase Contract. The Buyer shall bear all costs incurred when using remote communication means in connection with the conclusion and performance of the Purchase Contract (e.g., internet connection fees, phone call charges), which do not differ from the standard rate.

3.9. The Website provides access to product reviews written by other consumers. The authenticity of these reviews is ensured by linking them to actual orders; therefore, it is not possible to post a review without having placed an order. This allows verification that each review originates from a real consumer.

3.10. Unavoidable events such as force majeure, transportation and customs delays, strikes, lockouts, and other circumstances not caused by the Seller entitle the Seller to unilaterally extend delivery times or to withdraw from the Purchase Contract.

3.11. Upon taking over the goods, the risk of loss or damage to the goods passes to the Buyer.

3.12. The Buyer undertakes to provide the Seller without undue delay with all cooperation necessary for the proper and timely fulfilment of the Seller’s obligations arising from the Purchase Contract and these Terms and Conditions.

3.13. Before first using the goods, the Buyer undertakes to thoroughly read all instructions and manuals supplied with the goods. The Buyer agrees to submit any questions or ambiguities regarding the use of the goods to the Seller in writing without undue delay after reviewing the documents, and shall refrain from using the goods until receiving clarification.

## 4. PRICE OF GOODS AND PAYMENT TERMS

4.1. The Buyer may pay the purchase price of the goods, including value-added tax and all related fees, as well as any costs associated with packaging and delivery of the goods under the Purchase Contract as displayed in the Online Store Interface, to the Seller using the following methods:

- **in cash on delivery** at the place designated by the Buyer in the Order;
- **cashless by bank transfer** to the Seller's account No. 8282743/0300 held with ČSOB for payments in CZK, or to account No. 8274280/0300, IBAN: CZ75 0300 1712 8000 0828 2743, SWIFT: CEKOCZPP, for payments in EUR (both accounts hereinafter jointly the "Seller's Account");
- **cashless via payment gateway – COMGATE a.s.;**
- **cashless by payment card.**

4.2. Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes costs associated with packaging and delivery.

4.3. The Seller does not require an advance payment or any similar payment from the Buyer if the purchase is made by cash on delivery. In the case of cashless payment by bank transfer, payment is made in advance based on the payment details (amount, account number, variable symbol) sent to the Buyer's Email Address. In the case of cashless payment via payment gateway or payment card, payment is also made in advance in accordance with the instructions of the chosen payment method. After full payment, the goods are shipped or prepared for personal collection. Section 2119(1) of the Civil Code shall not apply (i.e., the Buyer must pay the purchase price even if they have not had the opportunity to inspect the goods).

This is without prejudice to Article 4.6 regarding the obligation to pay the purchase price in advance.

4.4. In the case of cash on delivery, the purchase price is due upon receipt of the goods. In the case of cashless payment by bank transfer, the purchase price is due within 4 days of the conclusion of the Purchase Contract. In the case of cashless payment via payment gateway or payment card, the purchase price is due at the moment the payment is made. Section 2119(1) of the Civil Code shall not apply.

4.5. When paying by bank transfer, the Buyer must pay the purchase price together with the correct variable symbol. The Buyer's payment obligation is fulfilled when the amount is credited to the Seller's Account.

4.6. The Seller is entitled, particularly if the Buyer fails to additionally confirm the Order (as set out in Article 3.6), to require payment of the full purchase price before dispatching the goods. In such case, the Buyer must pay the purchase price as required by the Seller. If the Buyer fails to do so within the specified time limit, the Seller is entitled to withdraw from the Purchase Contract. Section 2119(1) of the Civil Code shall not apply.

4.7. Any discounts on the purchase price provided by the Seller to the Buyer cannot be combined.

4.8. If customary in business practice or required by applicable law, the Seller shall issue a tax document – invoice – for payments made under the Purchase Contract. The Seller is a VAT payer. The invoice shall be issued after payment of the price of the goods and sent electronically to the Buyer's Email Address.

4.9. In the case of an obvious pricing error, Article 3.4.3 of the Terms and Conditions shall apply.

4.10. The Purchase Contract concluded under these Terms and Conditions is not a contract for an indefinite period or a contract with recurring performance; therefore, no information regarding price per billing period is included.

## 5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer acknowledges that, pursuant to Section 1837 of the Civil Code, it is not possible to withdraw from the Purchase Contract in the following cases, given the nature of the goods:

a) **delivery of goods whose price depends on fluctuations of the financial market** beyond the Seller's control and which may occur during the withdrawal period,

b) **delivery of goods that were manufactured according to the Buyer's specifications or customized to the Buyer's personal needs,**

c) **delivery of perishable goods or goods with a short shelf life**, as well as goods which, due to their nature, were irreversibly mixed with other goods after delivery,

d) **delivery of goods in sealed packaging**, which are not suitable for return for health or hygiene reasons once the seal has been broken by the consumer,

e) **delivery of audio or video recordings or computer software in sealed packaging**, where the consumer has broken the seal.

5.2. If the case does not fall under Article 5.1 or another statutory exception, the Buyer has the right, pursuant to Section 1829(1) of the Civil Code, to withdraw from the Purchase Contract **without giving any reason**, within **fourteen (14) days**, which expires, unless stated otherwise below, fourteen days from the date on which the Buyer or a third party designated by the Buyer (other than the carrier):

– takes delivery of the goods, or

a) takes delivery of the last piece of goods if the Buyer orders multiple goods delivered separately;

b) takes delivery of the last item or part of a delivery consisting of several items or parts; or

c) takes delivery of the first delivery of goods if the Purchase Contract provides for regular delivery over a fixed period.

If the Buyer was not informed of the right to withdraw pursuant to Section 1820(1)(i) of the Civil Code (outlined above), the Buyer may withdraw within **one year** from the end of the standard withdrawal period.

If the Buyer receives the information during this extended one-year period, the withdrawal period shall expire **14 days** after receipt of such information.

The Buyer may withdraw from the Purchase Contract by any clear unilateral statement made to the Seller. The withdrawal must be **sent** (not necessarily delivered) to the Seller within the withdrawal period.

The Buyer may use the **model withdrawal form** attached to these Terms and Conditions (see Article 12.4), sent by mail or email to the Seller's contact details. Use of the form is optional.

The Seller does **not** allow withdrawal via an online generated form directly through the Website.

If the Buyer does not use the form, the Buyer must notify the Seller of withdrawal by a clear statement including the Buyer's identification, sent to:

ALMET, a.s.,

Ležáky 668/3, Kukleny, 500 04 Hradec Králové,

or email: **trade@almet.cz**

5.3. Withdrawal incurs **no penalty**. Upon withdrawal, the Purchase Contract is cancelled from the beginning. The goods must be returned (sent or delivered) to the Seller without undue delay, **no later than 14 days** after the withdrawal. Goods must be sent or delivered to:

ALMET, a.s.

Ležáky 668/3

500 04 Hradec Králové

Czech Republic

The period is met if the Buyer sends the goods before its expiration.

The Buyer bears the **direct cost** of returning the goods.

If the goods, due to their nature, cannot be returned by standard postal means, the Buyer must bear the direct costs of return according to their chosen method.

The Seller does not know or influence these costs; the Buyer must verify them independently.

5.4. Upon valid withdrawal pursuant to Article 5.2, the Seller shall refund all payments received from the Buyer (except additional costs arising from a delivery method chosen by the Buyer that is more expensive than the least expensive method offered by the Seller), **without undue delay**, no later than **14 days** after withdrawal. Refund shall be made using the same method by which the Buyer paid, unless the Buyer explicitly chooses another method.

The Seller is **not obliged** to refund the payment before the goods are returned or the Buyer proves that the goods have been sent back — whichever occurs first.

No fees are charged to the Buyer for the refund.

5.5. The Buyer is liable for any **diminished value** of the goods resulting from handling beyond what is necessary to ascertain the nature and characteristics of the goods, including their functionality.

5.6. Where the Buyer has the right to withdraw under Section 1829(1), the Seller is also entitled to withdraw **until the Buyer takes delivery of the goods**. In such a case, the Seller shall refund all payments received from the Buyer (except additional delivery-related costs — see above), no later than **14 days** after withdrawal, using the same payment method unless otherwise agreed.

5.7. If a **gift** is provided together with the goods, the gift contract is concluded with a **resolutive condition**:

If the Buyer withdraws from the Purchase Contract, the gift contract becomes void, and the Buyer must return the gift together with the goods.

## 6. TRANSPORT AND DELIVERY OF GOODS

6.1. The costs of delivery (shipment) of the goods vary depending on the total price of the ordered goods, the selected method of collection/delivery, and the chosen carrier. The exact amount of delivery and packaging costs, including VAT, is displayed in the Online Store Interface before the Buyer places a binding Order. If the delivery method is arranged based on the Buyer's special request, the Buyer shall bear the risks and any additional costs associated with such delivery method.

### Methods of delivery:

- **Courier delivery** — When selecting courier delivery (for Buyers without a User Account), the Buyer must fill in all required delivery details before submitting the

Order. Goods are delivered via a shipping service within the Czech Republic or the Slovak Republic. The amount of delivery and packaging costs, including VAT, is shown in the e-shop before the Buyer submits a binding Order.

6.2. If the Seller is obliged under the Purchase Contract to deliver the goods to a place designated by the Buyer in the Order, the Buyer is obliged to take delivery of the goods upon delivery.

6.3. If delivery must be repeated due to reasons on the Buyer's side, or if delivery must be made by a different method than originally agreed, or to a different address than stated in the Order, the Buyer is obliged to reimburse the Seller for all costs associated with repeated delivery or alternative delivery.

6.4. When receiving the goods from the carrier, the Buyer is obliged to check the integrity of the packaging. In case of any defects, the Buyer must immediately notify the carrier. If the Buyer identifies packaging damage indicative of unauthorized interference with the shipment, the Buyer is not obliged to accept the shipment from the carrier.

6.5. The estimated delivery time is displayed in the Online Store Interface before the Buyer places an Order. This time is approximate only, as the Seller cannot determine the exact delivery time in advance. If the goods are not in stock, the delivery time cannot be determined prior to ordering and may exceed 30 days. In such cases, the Buyer is informed in advance to decide whether to proceed with the Order.

6.6. Additional rights and obligations relating to the transport of goods may be regulated by the Seller's special delivery conditions, if issued.

## 7. RIGHTS FROM DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties regarding rights from defective performance are governed by applicable statutory provisions, in particular Sections **2161 et seq. of the Civil Code** and Act No. 634/1992 Coll., on Consumer Protection, as amended.

7.2. The Seller warrants to the Buyer that the goods are free from defects upon receipt. In particular, the Seller warrants that the goods:

7.2.1. **conform to the agreed description, type, quantity**, as well as quality, functionality, compatibility, interoperability, and other agreed characteristics;

7.2.2. are **fit for the purpose** for which the Buyer requires them and which the Seller has agreed to;

7.2.3. are delivered with the **agreed accessories** and instructions for use, including installation or assembly instructions.

In addition to the agreed characteristics, the Seller further warrants that:

7.2.4. the goods are **fit for the purposes** for which goods of this type are ordinarily used, with regard to third-party rights, legal regulations, technical standards, or industry codes of conduct, where no technical standards exist;

7.2.5. the goods **correspond in quantity, quality, and other characteristics**, including durability, functionality, compatibility, and safety, to the usual characteristics of goods of the same type that the Buyer may reasonably expect, including with regard to public statements made by the Seller or another person in the same supply chain, especially in advertising or labeling (the Seller is not bound by such statements if they prove that they were unaware of them or that such statements were corrected in a comparable manner before the Purchase Contract was concluded, or that the statement could not influence the Buyer's decision to purchase);

7.2.6. the goods are delivered with the **accessories, packaging, assembly instructions, and other instructions** that the Buyer may reasonably expect;

7.2.7. the goods correspond in quality or workmanship to the **sample or model** provided by the Seller to the Buyer before concluding the Purchase Contract.

The provisions of Articles 7.2.4–7.2.7 do not apply if the Seller specifically informed the Buyer before the conclusion of the Purchase Contract that certain characteristics of the goods differ, and the Buyer expressly agreed to such deviation.

7.3. The provisions in Article 7.2 do not apply to **ordinary wear and tear** of the goods or, in the case of used goods, to wear corresponding to their previous use. Such wear does not constitute a defect.

7.4. If a defect appears within **one year** of delivery, it is presumed that the goods were defective at the time of delivery, unless the nature of the goods or the defect contradicts this presumption. This period is suspended during any period when the Buyer cannot use the goods due to an acknowledged defect.

7.5. The Seller is also liable for defects arising from **incorrect installation or assembly**, provided that installation was carried out by the Seller or under the Seller's responsibility. The same applies if the installation was performed by the Buyer but the defect arose from deficiencies in the instructions provided by the Seller.

7.6. The Buyer may exercise rights from defects that appear within **two years** of receipt of the goods. If the Buyer asserts the defect legitimately, this two-year period is suspended for the time during which the Buyer cannot use the goods due to the defect.

In the case of used goods, the parties may agree to shorten this period to **one year**.

If a gift was provided together with the goods, the Buyer has **no rights from defects** with respect to that gift.

7.7. If the goods have a defect, the Buyer may demand its removal, at their choice:

a) **delivery of new defect-free goods**, or

b) **repair of the goods**,

unless the chosen method is impossible or disproportionately costly compared to the alternative method. This assessment considers the significance of the defect, the value the goods would have without the defect, and whether the defect could be removed without substantial inconvenience.

The Seller may refuse to remove the defect if removal is impossible or disproportionately expensive.

The Seller shall remove the defect **within a reasonable time** after notification, ensuring minimal inconvenience to the Buyer, considering the nature of the goods and their intended purpose.

If necessary, the Seller shall:

- take back the goods at their own expense,
- dismantle the defective goods (if previously installed in accordance with their nature and purpose),
- install repaired or new goods, or
- reimburse the Buyer for the associated costs.

If the Buyer does not collect the goods after repair within a reasonable time, the Seller is entitled to **storage fees**, at the usual market rate unless agreed otherwise.

7.8. The Buyer may demand a **reasonable price reduction** or **withdraw from the Purchase Contract** if:

- a) the Seller refuses to remove the defect or fails to do so in accordance with Article 7.7,
- b) the defect appears repeatedly,
- c) the defect constitutes a **material breach** of the Purchase Contract, or
- d) it is clear from the Seller's conduct or circumstances that the defect will not be removed in a reasonable time or without significant inconvenience.

A price reduction corresponds to the difference between the value of the defect-free goods and the defective goods received.

Withdrawal is not possible if the defect is **insignificant**, although a defect is presumed not to be insignificant.

Upon withdrawal, the Seller must refund the purchase price without undue delay once the goods are returned or the Buyer proves that they have been sent back.

7.9. The Buyer has no rights from defects if they caused the defect themselves.

7.10. The Buyer shall exercise rights from defective performance with the Seller, using the following contacts:

Email: **trade@almet.cz**

Address: **Ležáky 668/3, Kukleny, 500 04 Hradec Králové**

7.11. When exercising rights from defects, the Buyer must prove that the goods were purchased from the Seller (e.g., by providing a delivery note or invoice).

7.12. If the Buyer exercises the defect (files a claim) in person, the Seller shall issue a **written confirmation**, stating:

- the date of the complaint,
- the content of the complaint,
- the method of resolution requested,
- the Buyer's contact information.

After the complaint is resolved, the Seller provides a confirmation including:

- the date and method of resolution,
- details of the repair and its duration, or
- written justification if the complaint was rejected.

If the complaint is made by email or postal letter, the Seller shall send the confirmation by email.

7.13. Complaints, including defect removal, must be resolved within **30 days** from the date the complaint is filed, unless a longer period is agreed with the Buyer. If this period elapses without resolution and the complaint is justified, the Buyer may **withdraw from the Purchase Contract** or **request a reasonable price reduction**.

7.14. If the complaint is justified, the Buyer has the right to reimbursement of reasonable costs associated with making the complaint (especially postage). If the goods can be returned by post, the Buyer must send them this way. If the Buyer fails to do so, the Seller shall reimburse only the costs equivalent to standard postal delivery.

## 8. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES – ADDITIONAL CONSUMER INFORMATION BEFORE CONTRACT CONCLUSION

8.1. The Buyer acquires ownership of the goods **upon full payment** of the purchase price.

8.2. The Seller is **not bound by any codes of conduct** in relation to the Buyer; therefore, no copies of such codes can be provided.

8.3. The Seller handles consumer complaints via the email address **trade@almet.cz**. Information about the resolution of the Buyer's complaint is usually (though not always) sent within **5 business days** to the Buyer's Email Address.

8.4. The Czech Trade Inspection Authority (Česká obchodní inspekce), located at Gorazdova 1969/24, 120 00 Prague 2,

website: <https://coi.gov.cz/informace-o-adr/> and <https://coi.gov.cz/>,

is the authority competent for **out-of-court resolution of consumer disputes** arising from the Purchase Contract.

Out-of-court dispute resolution can be initiated **only at the Buyer's request**, and only if the dispute could not be resolved directly between the Buyer and the Seller.

The proposal may be submitted:

- in writing,
- orally into the official record, or
- electronically via the online form on the Czech Trade Inspection Authority's website,

provided it is signed via a recognized electronic signature or submitted through the Buyer's data mailbox.

If submitted via another technical means (fax, public data network), the Buyer must confirm or complete the submission within 10 days via one of the methods above.

The proposal must be submitted within **1 year** from the date the Buyer first exercised the disputed right with the Seller.

If direct settlement fails, the Seller shall provide the Buyer with all information required in this Article in written or otherwise durable form.

8.5. The **European Consumer Centre Czech Republic**,

located at Gorazdova 1969/24, 120 00 Prague 2,

website: <https://evropskyspotrebitel.gov.cz/>,

acts as a contact point for cross-border consumer disputes when the Buyer purchases goods from the Seller **from another EU country**.

They assist consumers in accessing the appropriate ADR (Alternative Dispute Resolution) body.

8.6. The Seller is authorized to sell goods on the basis of a **trade license**. Trade licensing control is carried out by the relevant trade licensing authority.

Supervision of **personal data protection** is conducted by the Office for Personal Data Protection.

The Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Coll., on Consumer Protection.

8.7. The Seller does **not** provide post-sale service nor a guarantee of quality beyond statutory obligations.

8.8. Purchase Contracts concluded under these Terms and Conditions are **not contracts of indefinite duration** nor contracts with **automatic renewal**, and therefore no information about contract duration or termination conditions is provided.

8.9. Goods supplied under the Purchase Contract are **not digital content or goods with digital features**, and no digital content services are provided.

Thus, no information is given about:

- functionality of digital content,
- technical protective measures,
- interoperability or compatibility with software or hardware,

because these are irrelevant to the goods being sold.

8.10. Since the Purchase Contract does not specify a minimum duration of the Buyer's obligations, **no such duration is stated**.

8.11. These Terms and Conditions do not apply to the supply of water, gas, or electricity not sold in limited volume or quantity, nor to heating or contracts concluded outside business premises. Therefore, **the obligation to pay proportionate compensation under Section 1834 of the Civil Code does not apply**.

8.12. The price of goods is **not personalized** based on automated decision-making or profiling. Therefore, no information on price personalization is required.

8.13. Additional information due to the electronic conclusion of the Purchase Contract:

- The technical steps for concluding the Purchase Contract are described in these Terms and Conditions (see Chapter 3).
- The Buyer may detect and correct input errors before submitting the Order (see Article 3.5).

## 9. PERSONAL DATA PROTECTION

9.1. The Seller fulfils its information obligation towards the Buyer within the meaning of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (“GDPR”), in connection with the processing of the Buyer’s personal data for the purposes of performing the Purchase Contract, for the purposes of negotiating this contract, for the purposes of protecting the Seller’s legitimate interests and for the purposes of fulfilling the Seller’s public-law obligations, **through a separate document available to the Buyer before submitting the Order at [eshop.almet.cz](https://eshop.almet.cz).**

## 10. STORAGE OF COOKIES

10.1. Upon the first visit to the website, the visitor/Buyer is informed that we use technologies for collecting and storing information through **cookies** saved on their device. Cookies are small text files used to optimize the use of the website. Some of them serve to facilitate the use of the website (for example, by storing user preferences), while others are used for **traffic analysis** and for displaying advertisements related to products that may be of interest to the user.

The use of cookies is enabled by default in most internet browsers. If you do not wish to allow the use of cookies or if you wish to adjust the use of cookies, you must change the appropriate settings in your internet browser. More information on how to enable or disable cookies and how to delete them can be found in the help section of your internet browser.

Please note that disabling the use of cookies may result in **limited functionality or unavailability of certain features** of the website.

## 11. DELIVERY OF DOCUMENTS

11.1. Notices and other documents may be delivered to the Buyer, among other methods, to the Buyer’s **electronic (email) address**.

11.2. A notice/document shall also be deemed **delivered** if:

- its acceptance has been **refused** by the addressee,
- it has **not been collected** within the storage period, or
- it has been **returned as undeliverable**.

## 12. FINAL PROVISIONS

12.1. If the legal relationship established by the Purchase Contract contains an international (foreign) element, the Parties agree that the legal relations between the Seller and the Buyer,

including the rights and obligations of the Parties not expressly governed by these Terms and Conditions, shall be governed by **Czech law**, and within that legal system in particular by the **Civil Code** (especially the specific provisions on consumer protection and the sale of goods to consumers).

The choice of law pursuant to the previous sentence **shall not deprive the Buyer of the protection** afforded to them by provisions of the legal order which cannot be contractually derogated from and which would otherwise apply in the absence of a choice of law pursuant to Article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

The application of the **United Nations Convention on Contracts for the International Sale of Goods**, concluded in Vienna on 11 April 1980 (published under No. 160/1991 Coll.), to the Purchase Contract and to the legal relations between the Seller and the Buyer is **excluded**.

12.2. Should any provision of these Terms and Conditions be or become invalid or ineffective, a provision whose meaning is closest to the invalid or ineffective provision shall apply instead. The invalidity or ineffectiveness of one provision shall not affect the validity or effectiveness of the remaining provisions.

12.3. The Purchase Contract, including these Terms and Conditions, is archived (stored) by the Seller in **electronic form** and is not accessible.

12.4. An annex to these Terms and Conditions forms the **model form for withdrawal** from the Purchase Contract.

12.5. Contact details of the Seller, unless other contact details are specified elsewhere in these Terms and Conditions or in the Purchase Contract:

**Address for service:**

ALMET, a.s.

Ležáky 668/3

Kukleny

500 04 Hradec Králové

Czech Republic

**Email:** trade@almet.cz

**Telephone:** +420 495 535 565

These Terms and Conditions are valid and effective as of **1 December 2025**.



## Annex – Sample form: Withdrawal from the purchase contract

### Seller:

ALMET, a.s.  
Ležáky 668/3  
500 04 Hradec Králové  
IČO: 46505156  
DIČ: CZ46505156  
Tel.: +420 495 535 565  
E-mail: trade@almet.cz



### Purchaser:

Name and surname:

.....

Address:

.....

E-mail:

.....

Telephone number:

.....

I hereby declare that I withdraw from the contract for the purchase of these goods:

Product name	Product code	Quantity (pcs)

Date of order of goods:

.....

Invoice number:

.....

Order number:

.....

Date of receipt of goods:

.....

Please fill out this form and return it only if you wish to withdraw from the purchase contract without giving any reason.

Date:

Customer signature: