

General Terms and Conditions for the Purchase of Goods

1. Purchase Order and Price for Goods

- prices for goods on www.flexicat-tools.com are binding prior to any change thereof
- Flexicat Tools, s.r.o., reserves the right to change the prices even without any prior notification given in writing or otherwise
- ordering is mainly performed by inserting items into the shopping cart and sending the order; upon prior agreement, ordering may also be performed via telephone, e-mail, in writing or in person
- any order confirmed to customer by Flexicat Tools, s.r.o., shall be considered binding
- any order by any means must include all the necessary data of the purchaser (first name and surname or business name, accurate address for invoicing, address for goods delivery, available telephone number, Company ID (IČ) and Tax ID (DIČ) for companies)

2. Order Cancellation

- the purchaser may cancel any order without stating the reason at any time prior to the binding confirmation thereof; following the binding confirmation, the purchaser may do so only in case the seller fails to meet the agreed terms and conditions of delivery
- the seller may cancel any order without stating the reason, in particular if the goods are no longer manufactured or the supplier's price for goods has changed significantly
- in case of cancellation by the seller, the seller shall immediately contact the purchaser and propose a solution to the order problem

3. Goods Delivery Date

- goods in stock, standard delivery for Europe within 7 – 10 days
- goods in stock, standard delivery for other countries outside Europe within 14 - 18 days
- goods have not been manufactured yet or are being manufactured, the purchaser will be informed of the estimated date of delivery individually

4. Goods Transportation

- goods shall be sent via standard carriers (TNT, DHL, FedEx, Česká Pošta etc.)
- delivery charge includes package fee (not bill duties and taxes)
- the customer may request a specific carrier
- each purchaser shall be informed of the identification number of the shipment (Track&Trace) which will allow them to check the location of the prepaid shipment

5. Payment for Goods

- goods may be paid for via bank transfer, credit card or PayPal to the seller's account, such payment must be made prior to the goods shipment, the goods ordered will be sent to the purchaser following credit of the full amount to the account (variable symbol shall be the Order No. – Invoice No.)
- the purchaser may select the currency of payment (USD, EUR or CZK)
- payment in cash in case of collection in person
- offered discounts are not possible added together

6. Acceptance of Goods

- goods shall be sent via Česká Pošta or other carrier (see Art. 4) to the delivery address specified by the purchaser

- the goods ordered may be collected in person (premises at: Flexicat Tools, Blanická 25, Prague 2, Czech Republic)

7. Warranty

- the manufacturer, seller shall be fully responsible for any hidden manufacturing defects or defects in material pursuant to the Civil Code or the Commercial Code of the Czech Republic
- the warranty period shall be 24 months from the date of purchase of the goods
- the warranty shall not apply to any defects caused by any unauthorised interference, by using the goods for any other than specified purposes, by unsuitable storage, unqualified assembly and handling, by mechanical damage, or excess loading
- particular properties of the goods fully depend on the specifications stated directly by the manufacturer
- for the purposes of ordinary claim, providing the purchaser with an item purchase document including the business name of the seller, Company ID (IČ), registered office and information on the goods purchased shall be sufficient

8. Warranty Claim Procedure

- any warranty claims shall be governed by the Civil Code or the Commercial Code of the Czech Republic
- in case of any defect in goods which becomes evident during the warranty period, the purchaser shall be entitled to a repair or exchange free of charge
- to make a proper claim, it is necessary to contact us first and agree the claim procedure with us; contact in person, via telephone, e-mail or in writing is possible
- if the goods under claim are sent by post, it must follow the above first contact
- no goods under claim shall be accepted for any warranty claim without prior arrangement, the seller shall may refuse to accept the shipment
- the warranty period shall be suspended from the day of filing the claim until the moment when the purchaser is obliged to accept the item
- the purchaser may also request any rebate from the purchase price; this rebate may be given if the item has defect which do not prevent it from serving its purpose
- in case of applying any rebate the purchaser acknowledges that the defects for which the rebate was given can not be claimed again in future

9. Withdrawal from the Agreement

- the customer shall be entitled to withdraw from the purchase agreement within 14 days of the acceptance of goods which right shall be subject to purchase via the Internet as an individual (not an entrepreneur)
- upon withdrawal from the purchase agreement, the full amount of the price for goods shall be refunded; the costs of return of any goods shall be paid by the purchaser
- if you wish to withdraw from the purchase agreement, please contact us in writing or via e-mail stating the Invoice No. in respect of the goods delivered and date of purchase of the goods
- if you have already received and accepted the goods, please send it back to our address (premises address) under the following conditions:
 - the goods must be in the original undamaged package
 - the goods must not have been used in any way
 - the goods must not be damaged in any way
 - the shipment must be complete; it must be sent back in the same state as at the moment of acceptance, including any accessories etc. with the original purchase document
- send the goods by registered post and insured; failing that, we shall not be liable for any loss or damage on the way to us

- if all the conditions relating to the return of the goods are met, we shall transfer the money to your bank account
- if the conditions relating to the return of the goods are not met, we shall not accept the withdrawal from the purchase agreement and will send the goods back to you at your own cost

10. Non-Compliance with the Purchase Agreement

If the item is not in compliance with the purchase agreement at the moment of acceptance by the purchaser (hereinafter the "Non-Compliance with the Purchase Agreement"), the purchaser shall be entitled to have the item restored to a condition compliant with the purchase agreement by the seller free of charge and without any undue delay, either exchanging the item or repairing the same, as per the purchaser's choice; should such a procedure be impossible, the purchaser may request a reasonable rebate from the price of the item or withdraw from the agreement. This shall not apply if the purchaser had been aware of the Non-Compliance with the Purchase Agreement prior to the acceptance of the item or caused the Non-Compliance with the Purchase Agreement themselves.

Compliance with the purchase agreement shall mean, in particular, that the item sold has the quality and usage properties required by the agreement, described by the seller, the manufacturer or its representative, or expected on the basis of advertising carried out by them, or the quality and usage properties common in items of that kind, that it is in compliance with the requirements of legal regulations, it is in appropriate amount, dimension or weight and corresponds to the purpose stated for the usage of the item by the seller or that which is common for the item.

11. Effect of the Terms and Conditions

- the Terms and Conditions shall be effective until new terms and conditions are issued

12. International Bank Details

Komerční banka a.s., Prague 2, Czech Republic
Account number: 43-2566950207/0100
SWIFT Code: KOMBCZPPXXX
IBAN CZ26 0100 0000 4325 6695 0207

13. Company Details

Flexicat Tools s.r.o.
Blanická 25
Praha 2
120 00
Czech Republic
VAT number CZ28188373

Email: info@flexicat-tools.com (answer within 3 workdays)
Phone: +420 775 029 398, +420 225 096 904

Register place
Flexicat Tools s.r.o
U Vodárny 3032/2a
Brno
616 00
Czech Republic