



General Terms and Conditions

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AND.

Basic provision

1. These general terms and conditions (hereinafter referred to as "**Terms and Conditions**") are issued according to § 1751 et seq. Act No. 89/2012 Coll., Civil Code (hereinafter referred to as "**Civil Code**")

Tig-House s.r.o. (Vít Cihelna) ID

number: 09485830

DID:COF17185114

with registered office: Poděšín 50, 591 01, Polná

Self-employed registered with the Municipal Office Žďár nad

Sázavou contact details:

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(hereinafter "**the seller**")

2. These terms and conditions regulate the mutual rights and obligations of the seller and a natural person who concludes a purchase contract outside of his business activity as a consumer, or within the framework of his business activity (hereinafter: "**buyer**") through the web interface located on the website available at the internet address www.tig-house.cz (hereinafter referred to as "**online store - order form**").
3. The terms and conditions are an integral part of the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of these terms and conditions.
4. These terms and conditions and the purchase contract are concluded in the Czech language.

II.

Information about goods and prices

1. Information about the goods, including the prices of the individual goods and their main features, is given in the selection of goods in the order form. The prices of the goods are listed including value added tax, all related fees and costs for returning the goods, if the goods by their nature cannot be returned by the usual postal route. Product prices remain valid for the time they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually agreed conditions.
2. All presentation of goods placed in the catalog of the online store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods.
3. In the online store, information is published about the costs associated with packaging and delivery of goods. The information on the costs associated with the packaging and delivery of the goods listed in the online store is valid only in cases where the goods are delivered within the territory of the Czech Republic.
4. Any discounts from the purchase price of the goods cannot be combined with each other, unless the seller and the buyer agree otherwise.

III.

Order and conclusion of purchase contract

1. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are paid by the buyer himself. These costs do not differ from the base rate.
2. The buyer orders goods in the following ways:
 - by filling out the order form without registration.
3. When placing an order, the buyer selects the goods, payment method and delivery.
4. Before sending the order from the order form, the buyer is allowed to check and change the data he entered in the order. The buyer sends the order to the seller by clicking the SEND button. The data listed in the order they are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and the buyer's confirmation that he has familiarized himself with these terms and conditions.
5. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address that the buyer entered when placing the order. The seller's current terms and conditions are attached to the confirmation. The purchase contract is concluded only after the order has been accepted by the seller. Notification about acceptance of the order is delivered to the buyer's e-mail address. / Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the e-mail address that the buyer entered when placing the order. This confirmation is considered the conclusion of the contract. The seller's current terms and conditions are attached to the confirmation. The purchase contract is concluded by confirmation of the order by the seller to the e-mail address of the buyer.
6. If the seller cannot fulfill any of the requirements stated in the order, he will send the buyer an amended offer to his e-mail address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by the buyer's confirmation of acceptance of this offer to the seller at his e-mail address specified in these terms and conditions.
7. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives the notification of acceptance of the order by the seller. The buyer can cancel the order by calling the phone number or e-mail of the seller listed in these terms and conditions.
8. In the event that there was an obvious technical error on the part of the seller when indicating the price of the goods in the online store or during the ordering process, the seller is not obliged to deliver the goods to the buyer at this obviously incorrect price, even if the buyer was sent an automatic confirmation of receipt orders according to these terms and conditions. The seller informs the buyer of the error without undue delay and sends the buyer an amended offer to his e-mail address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by confirmation of acceptance by the buyer to the seller's e-mail address.

IV.**Payment terms and delivery of goods**

1. The price of the goods and any costs associated with the delivery of the goods according to the purchase contract can be paid by the buyer in the following ways:
 - by non-cash transfer to the seller's bank account No. 5779782319/0800, maintained at Česká Spořitelna,
 - cash on delivery upon delivery of the goods.
2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.
3. After concluding the purchase contract, the seller sends the buyer an invoice for payment. In the case of non-cash payment, the purchase price is due within 7 days from the conclusion of the purchase contract.
4. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's bank account.
5. The goods are delivered to the buyer:
 - to the address specified by the buyer in the order
 - through a transport company according to an individual agreement with the buyer
 - by personal collection from the seller.
6. The choice of delivery method is made during the ordering of goods.
7. The costs of delivering the goods, depending on the method of sending and receiving the goods, are stated in the buyer's order and in the seller's confirmation of the order. In the event that the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.
8. If, according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.
9. When taking over the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, to notify the carrier immediately. In the event of a violation of the packaging indicating an unauthorized intrusion into the shipment, the buyer does not have to accept the shipment from the carrier.
10. The seller issues a tax document - an invoice - to the buyer. The tax receipt is sent to the buyer's e-mail address. / The tax document is no longer attached to the delivered goods.
11. The buyer acquires the ownership right to the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods.
12. Responsibility for accidental destruction, damage or loss of goods passes to the buyer at the time of acceptance of the goods or at the time when the buyer had the obligation to accept the goods, but did not do so in violation of the purchase contract.

VI.**Withdrawal from the contract**

1. A buyer who concluded a purchase contract outside of his business activity as a consumer has the right to withdraw from the purchase contract.
2. The deadline for withdrawing from the contract is 14 days
 - from the day of receipt of the goods,
 - from the date of acceptance of the last delivery of goods, if the subject of the contract is several types of goods or the delivery of several parts,
 - from the date of acceptance of the first delivery of goods, if the subject of the contract is regular repeated delivery of goods.
3. The buyer cannot, among other things, withdraw from the purchase contract
 - provision of services, if they were fulfilled with his prior express consent before the expiration of the period for withdrawal from the contract and the seller informed the buyer before concluding the contract that in such a case he does not have the right to withdraw from the contract,
 - on the delivery of goods or services, the price of which depends on fluctuations in the financial market independently of the will of the seller and which may occur during the withdrawal period,
 - on the delivery of goods that have been modified according to the wishes of the buyer or for his person,
 - in other cases specified in § 1837 of the Civil Code.
4. In order to comply with the withdrawal period, the buyer must send a withdrawal statement within the withdrawal period.
5. To withdraw from the purchase contract, the buyer can use the model withdrawal form provided by the seller. Withdrawal from the purchase contract shall be sent by the buyer to the e-mail or delivery address of the seller specified in these terms and conditions. The seller will immediately confirm receipt of the form to the buyer.
6. The buyer who withdraws from the contract is obliged to return the goods to the seller within 14 days of withdrawing from the contract to the seller. The buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.
7. If the buyer withdraws from the contract, the seller will return to him immediately, but no later than 14 days after withdrawing from the contract, all funds, including delivery costs, that he received from him, in the same way. The seller will return the money received to the buyer in another way only if the buyer agrees and if it does not incur additional costs.
8. If the buyer has chosen a different method of delivery of the goods than the cheapest method offered by the seller, the seller will refund the cost of delivery of the goods to the buyer in the amount corresponding to the cheapest method of delivery of the goods offered.
9. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer hands over the goods to him or proves that he has sent the goods to the seller.
10. The buyer must return the goods to the seller undamaged, unworn and unpolluted and, if possible, in the original packaging. The seller is entitled to unilaterally offset the claim for compensation for damage caused to the goods against the buyer's claim for a refund of the purchase price.

11. The seller is entitled to withdraw from the purchase contract due to the stock being sold out, the unavailability of the goods, or when the manufacturer, importer or supplier of the goods has stopped the production or importation of the goods. The seller immediately informs the buyer via the e-mail address specified in the order and returns within 14 days from the notification of withdrawal from the purchase contract all funds, including delivery costs, which he received from him under the contract, in the same way, or in a way specified by the buyer .

VII.

Rights from defective performance

1. The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over the goods
 - the goods have the properties agreed upon by the parties and, in the absence of an agreement, they have the properties that the seller or manufacturer has described or that the buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,
 - the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used,
 - is the goods in the corresponding quantity, measure or weight and
 - the goods comply with the requirements of legal regulations.
2. If the period during which the goods can be used is indicated on the sold goods, on their packaging, in the instructions attached to the goods or in advertising in accordance with other legal regulations, the provisions on the quality guarantee shall apply. With a quality guarantee, the seller undertakes that the goods will be suitable for use for the usual purpose or that they will retain their usual properties for a certain period of time. If the buyer justifiably accuses the seller of a defect in the goods, the period for exercising rights from defective performance or the warranty period does not run for the period during which the buyer cannot use the defective goods.
3. The provisions stated in the previous paragraph of the terms and conditions do not apply to goods sold at a lower price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its usual use, in the case of used goods to a defect corresponding to the degree of use or wear that the goods had when acceptance by the buyer, or if this results from the nature of the goods. The right of defective performance does not belong to the buyer if he knew before receiving the goods that the goods had a defect, or if the defect was caused by the buyer himself.
4. In the event of a defect, the buyer can submit a claim to the seller and demand
 - exchange for new goods,
 - repair of goods,
 - a reasonable discount from the purchase price,
 - withdrawal from the contract.
5. The buyer has the right to withdraw from the contract,
 - if the goods have a substantial defect,
 - if he cannot use the item properly due to the repeated occurrence of a defect or defects after repair,
 - in the event of a greater number of product defects.

6. A material breach of contract is one which the breaching party already knew when concluding the contract or had to know that the other party would not have concluded the contract if it had foreseen this breach.
7. In the case of a defect that constitutes an insignificant breach of contract (regardless of whether the defect is removable or non-removable), the buyer is entitled to the removal of the defect or a reasonable discount from the purchase price.
8. If a removable defect has occurred repeatedly after repair (usually the third complaint for the same defect or the fourth for different defects) or the goods have a larger number of defects (usually at least three defects at the same time), the buyer has the right to request a discount from the purchase price, exchange goods or withdraw from the contract.
9. When making a claim, the buyer is obliged to tell the seller which right he has chosen. A change of choice without the consent of the seller is possible only if the buyer requested the repair of a defect that turns out to be irreparable. If the buyer does not choose his right from a material breach of contract in time, he has the same rights as in case of a non-material breach of contract.
10. If repair or replacement of the goods is not possible, based on withdrawal from the contract, the buyer can request a full refund of the purchase price.
11. If the seller proves that the buyer knew about the defect in the goods before taking over or caused it himself, the seller is not obliged to satisfy the buyer's claim.
12. The buyer cannot claim discounted goods for the reason for which the given goods are discounted.
13. The seller is obliged to accept the complaint in any establishment where the acceptance of the complaint is possible, possibly also at the registered office or place of business. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what the content of the claim is and what method of handling the claim the buyer requests, as well as confirmation of the date and method of handling the claim, including confirmation of the repair and its duration, or a written justification rejection of the complaint.
14. The seller or an employee authorized by him will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate for the type of product or service required for expert assessment of the defect. The complaint, including the removal of the defect, must be handled without delay, no later than 30 days from the date of application of the complaint, unless the seller and the buyer agree on a longer period. The futile expiration of this period is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract.
The moment of application of the complaint is considered to be the moment when the buyer's will (exercise of the right from defective performance) is expressed to the seller.
15. The seller informs the buyer in writing about the outcome of the complaint.
16. The right from defective performance does not belong to the buyer, if the buyer knew before taking over the item that the item had a defect, or if the buyer himself caused the defect.
17. In the event of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the application of the complaint. The buyer can exercise this right with the seller within a period of one month after the expiry of the warranty period, otherwise the court may not recognize it.
18. The buyer has the choice of the complaint method.
19. The rights and obligations of the contracting parties regarding rights from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection.

20. Other rights and obligations of the parties related to the seller's responsibility for defects are governed by the seller's complaints procedure.

VIII.

Delivery

1. The contracting parties may deliver all written correspondence to each other via electronic mail.
2. The buyer delivers correspondence to the seller to the e-mail address specified in these terms and conditions. The seller delivers correspondence to the buyer to the e-mail address specified in his customer account or in the order.

IX

Personal data

1. All information provided by the buyer during cooperation with the seller is confidential and will be treated as such. If the buyer does not give written permission to the seller, the seller will not use the data about the buyer in any way other than for the purpose of fulfilling the contract, with the exception of e-mail addresses to which commercial messages can be sent, as this procedure is permitted by law, unless expressly refused. These messages can only concern similar or related goods and can be unsubscribed at any time in a simple way (by sending a letter, e-mail or clicking on a link in a commercial message). The e-mail address will be kept for this purpose for a period of 3 years from the conclusion of the last contract between the contracting parties.
2. More detailed information on personal data protection can be found in the Personal Data Protection Policy.

IX

Out-of-court settlement of disputes

1. For the out-of-court settlement of consumer disputes arising from the purchase contract, the Czech Trade Inspection with registered office Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, internet address: <https://adr.coi.cz/cs> is responsible. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the purchase contract.
2. The European Consumer Center Czech Republic with registered office Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to the Regulation of the European Parliament and the Council (EU) No. 524/2013 of May 21, 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).
3. The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. Among other things, the Czech Trade Inspection supervises compliance with Act No. 634/1992 Coll., on consumer protection, within a defined scope.

X.**Final Provisions**

1. All arrangements between the seller and the buyer are governed by the legal system of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect consumer rights arising from generally binding legal regulations.
2. In relation to the buyer, the seller is not bound by any codes of conduct within the meaning of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.
3. All rights to the seller's website, especially copyright to the content, including page layout, photos, movies, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or part of it without the consent of the seller.
4. The seller is not responsible for errors arising as a result of interventions by third parties in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer must not use procedures that could have a negative effect on its operation and must not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store without authorization, or its parts or software equipment in such a way that would be contrary to its purpose or purpose.
5. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.
6. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
7. The seller may change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the effective period of the previous version of the terms and conditions.
8. A sample form for withdrawal from the contract is attached to the terms and conditions.

These terms and conditions take effect on 24/05/2021

ATTACHMENT**Contract withdrawal form**

(complete this form and send it back only if you wish to withdraw from the contract. The form must be printed, signed and sent scanned to the email address below, or included in the return shipment).

Addressee

(here, for the e-shop, fill in the name and surname/business company, address of the seat and, if applicable, fax number and e-mail address of the entrepreneur)

Eshop: *fill in the web address of your shop here, fill in*
Company: *the company here*
Based: *fill in the company headquarters here*
ID VAT: *fill in the ID/TIN here, if you have it available*
Email address: *here, fill in the e-mail address to which you can be contacted*
customer contact
Telephone number: *fill in the phone number at which you can be reached*
customer contact

(The following required data will be completed by your customer)

I'm announcing, that I hereby withdraw from the contract for the purchase of these goods and **(*)/O**
the provision of these services **(*)**.

- **Date of order** **(*)/date received** **(*)**
- **Order Number:**
- **The funds for the order, possibly also for delivery, have been sent**
way **(*)**
and will be returned in a manner(in the case of a transfer to an account, please send the
account number) **(*)**
- **Name and surname of the consumer:**
- **Consumer address:**
- **E-mail:**
- **Phone:**

IN *(fill in the space here)*, **Day** *(enter the date here)*

(signature)

First and last name of the consumer

() Cross out those that do not apply or complete the data.*