Business company SSTechnology s.r.o.

with its registered office at Kokory 182, 751 05 Kokoryidentification number: 04848080registered in the Commercial Register kept by the Regional Court in Ostrava, Section C 65374 for the sale of goods through an online store located at the Internet address [www.sstechnology.cz](http://www.sstechnology.cz)

**1. Introductory provisions**

**1.1. These Terms and Conditions (hereinafter referred to as the "Terms and Conditions") of SSTechnology s.r.o., with its registered office at Kokory 182, 754 05 Kokory, identification number: 048 48 080,** registered in the Commercial Register kept by the Regional Court in Ostrava, file number C65374, identification number 048 48 080 (hereinafter referred to as the "Seller") are regulated in accordance with the provisions of Section 1751 par. 1 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code") mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another natural person (hereinafter referred to as the "buyer") through the seller's online store. The online store is operated by the seller on a website located at the www.sstechnology.cz Internet address through the website interface.

**1.2.** The Terms and Conditions do not apply to cases where a person who intends to purchase goods from the seller is a legal entity or a person who acts when ordering goods in the course of his business or in his independent pursuit of his profession.

**1.3.** Provisions deviating from the Terms and Conditions may be agreed in the Purchase Contract. Deviating arrangements in the purchase contract take precedence over the provisions of the Terms and Conditions.

**1.4.** The provisions of the Terms and Conditions are an integral part of the Purchase Agreement. The Purchase Contract and the Terms and Conditions are drawn up in the Czech language. The purchase contract can be concluded in the Czech language.

**1.5.** The Seller may change or supplement the wording of the Terms and Conditions. This provision is without prejudice to the rights and obligations arising during the period of effect 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 can access its user interface. From its user interface, the buyer can order goods (hereinafter referred to as the "user account"). If the web interface of the store allows it, the buyer can also order goods without registration directly from the web interface of the store.

**2.2.** When registering on the website and ordering goods, the buyer is obliged to provide all data correctly and truthfully. The buyer is obliged to update the data provided in the user account upon any change thereof. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

**2.3.** Access to the user account is secured by a user name and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account.

**2.4.** The buyer is not entitled to allow the use of the user account to third parties.

**2.5.** The seller may cancel the user account, especially if the buyer does not use his user account for more than [time period], or if the buyer breaches his obligations under the purchase contract (including terms and conditions).

**2.6.** The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software, or the necessary maintenance of the hardware and software of third parties.

**3. Conclusion of the purchase contract**

**3.1.** All presentations of goods placed in the web interface of the store are informative and the seller is not obliged to conclude a purchase contract for these goods. The provisions of § 1732 paragraph. 2 of the Civil Code does not apply.

**3.2.** The web interface of the store contains information about the goods, including the prices of individual goods and the cost of returning the goods, if these goods by their nature cannot be returned by the usual postal route. The prices of the goods include value added tax and all related fees. The prices of goods remain valid as long as they are displayed in the web interface of the store. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.

**3.3.** The web interface of the store also contains information on the costs associated with the packaging and delivery of goods. Information on the costs associated with the packaging and delivery of goods listed in the web interface of the store is valid only in cases where the goods are delivered within the territory of the Czech Republic.

**3.4.** To order goods, the buyer fills in the order form in the web interface of the store. The order form contains, in particular, information about:

**3.4.1. ordered goods** (ordered goods "put" by the buyer into the electronic shopping cart of the web interface of the store),

**3.4.2. the method of payment of the purchase price of the goods**, details of the required method of delivery of the ordered goods and

**3.4.3.** information on the costs associated with the delivery of goods (hereinafter collectively referred to as the "Order").

**3.5. Before sending the order to the seller, the buyer** is allowed to check and change the data that the buyer has placed in the order, even with regard to the buyer's ability to detect and correct errors made when entering data into the order. The buyer sends the order to the seller by clicking on the "Complete order" button. The data stated in the order are considered correct by the seller. Immediately after receiving the order, the Seller shall confirm this receipt to the Buyer by e-mail, to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").

**3.6.** Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the seller is always entitled to ask the buyer for additional confirmation of the order (for example, in writing or by telephone).

**3.7.** The contractual relationship between the seller and the buyer arises from the delivery of the order acceptance (acceptance), which is sent by the seller to the buyer by e-mail to the buyer's e-mail address.

**3.8.** The Buyer agrees to use remote means of communication when concluding the Purchase Agreement. Costs incurred by the buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) are borne by the buyer himself, and these costs do not differ from the basic rate.

**4. Price of goods and payment terms**

**4.1. The price of the goods** and any costs associated with the delivery of the goods under the purchase contract may be paid by the buyer to the seller in the following ways:

- in cash at the seller's premises at Kokory 182, 751 05 Kokory

- cash on delivery at the place specified by the buyer in the order;

- by wire transfer to the seller's account No. 65432197/5500, kept by Raiffeisen Bank

- cashless payment card;

- through a loan granted by a third party.

**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 at the agreed rate. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

**4.3.** The Seller does not require an advance payment or other similar payment from the Buyer. This is without prejudice to the provisions of Article 4.6 of the Terms and Conditions regarding the obligation to pay the purchase price of the goods in advance.

**4.4.** In the case of cash payment or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 14 days of the conclusion of the purchase contract.

**4.5. In the case of cashless payment, the** buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the moment when the relevant amount is credited to the seller's account.

**4.6.** The Seller is entitled, especially if the Buyer does not receive an additional confirmation of the order (Article 3.6), to require payment of the full purchase price before sending the goods to the Buyer. The provisions of § 2119 paragraph. 1 of the Civil Code shall not apply.

**4.7.** Any discounts on the price of goods provided by the seller to the buyer can not be combined.

**4.8.** If it is customary in the course of trade or if so stipulated by generally binding legal regulations, the seller shall issue a tax document - invoice to the buyer in respect of payments made under the purchase contract. The seller SSTechnology s.r.o. is a payer of value added tax. The tax document - invoice is issued by the seller to the buyer after payment of the price of the goods and sends it in electronic form to the buyer's electronic address.

**4.9. According to the** Act on Registration of Sales, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online; in the event of a technical failure, within 48 hours at the latest.

**5. Withdrawal from the purchase contract**

**5.1. The Buyer acknowledges that pursuant to the provisions of Section 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract for the supply of goods that have been modified according to the buyer's wishes or for his person, from the purchase contract for the supply of goods that** are subject to rapid deterioration, as well as goods that have been irreversibly mixed with other goods after delivery, from the purchase contract for the supply of goods in a sealed package, which the consumer has removed from the packaging and for hygienic reasons it is not possible to return it and from the purchase contract for the supply of an audio or video recording or a computer program if he has broken their original packaging.

**5.2. Unless it is a case referred to in Article 5.1 of the Terms and Conditions or another case where it is not possible to withdraw from the purchase contract, the** buyer has in accordance with the provisions of § 1829 paragraph. 1 of the Civil Code, the right to withdraw from the purchase contract within fourteen (14) days of receipt of the goods, and if the subject of the purchase contract is several types of goods or the delivery of several parts, This period runs from the date of receipt of the last delivery of goods. Withdrawal from the purchase contract must be sent to the seller within the period specified in the previous sentence. To withdraw from the purchase contract, the buyer may use the sample form provided by the seller, which forms an annex to the terms and conditions. Withdrawal from the purchase contract may be sent by the buyer, inter alia, to the address of the seller's premises or to the seller's e-mail address Kokory 182, 751 05 Kokory.

**5.3. In the event of withdrawal from the purchase contract** pursuant to Article 5.2 of the Terms and Conditions, the purchase contract is canceled from the beginning. The goods must be returned by the buyer to the seller within fourteen (14) days of delivery of the withdrawal from the purchase contract to the seller. If the buyer withdraws from the purchase contract, the buyer bears the costs associated with the return of the goods to the seller, even if the goods cannot be returned by their usual postal route.

**5.4. In the event of withdrawal from the purchase contract** pursuant to Article 5.2 of the Terms and Conditions, the seller shall return the funds received from the buyer within fourteen (14) days of withdrawal from the purchase contract by the buyer, in the same way as the seller received them from the buyer. The seller is also entitled to return the performance provided by the buyer when returning the goods by the buyer or otherwise, if the buyer agrees and does not incur additional costs for the buyer. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer returns the goods or proves that he has sent the goods to the seller.

**5.5.** The seller is entitled to unilaterally set off the claim for damages caused to the goods against the buyer's claim for a refund of the purchase price.

**5.6.** In cases where the buyer has in accordance with the provisions of § 1829 paragraph. 1 of the Civil Code the right to withdraw from the purchase contract, the seller is also entitled to withdraw from the purchase contract at any time, until the goods are taken over by the buyer. In such a case, the seller shall return the purchase price to the buyer without undue delay, by bank transfer to an account specified by the buyer.

**5.7. If a gift is provided to the buyer together with the goods, the gift agreement between the seller and the buyer is** concluded with the condition that if the buyer withdraws from the purchase contract, the gift agreement for such a gift loses its effectiveness and the buyer is obliged to return the goods to the seller and the provided gift.

**6. Transport and delivery of goods**

**6.1. In the event that the mode of transport** is agreed 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.

**6.2. 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.

**6.3.** If, for reasons on the buyer's side, it is necessary to deliver the goods repeatedly or in a different way than stated in the order, the buyer is obliged to pay the costs associated with the repeated delivery of the goods, respectively the costs associated with another method of delivery.

**6.4.** Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the event of a violation of the packaging indicating unauthorized entry into the shipment, the buyer does not have to take over the shipment from the carrier.

**6.5.** Other rights and obligations of the parties in the transport of goods may be regulated by the seller's special delivery terms, if issued by the seller.

**7. Rights from defective performance**

**7.1. The rights and obligations of the** contracting parties regarding the rights of defective performance are governed by the relevant generally binding legal regulations (in particular the provisions of 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, as amended).

**7.2.** The seller is liable to the buyer that the goods have no defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the goods:

**7.2.1. the goods have properties that the** parties have agreed, and in the absence of an arrangement, it has such properties that the seller or manufacturer described or which the buyer expected with regard to the nature of the goods and on the basis of advertising made by them,

**7.2.2. the goods are** fit for the purpose stated by the seller for their use or for which goods of this type are usually used,

**7.2.3. the goods correspond to the quality or design of the agreed sample or** template, if the quality or design was determined according to the agreed sample or model,

**7.2.4. the** goods are in the appropriate quantity, measure or weight, and

**7.2.5. the** goods comply with the requirements of legal regulations.

**7.3.** The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price to a defect for which a lower price has been agreed, to wear and tear of the goods caused by their normal use, to used goods for a defect corresponding to the degree of use or wear that the goods had when taken over by the buyer, or if it results from the nature of the goods.

**7.4.** If a defect occurs within six months of receipt, the goods are deemed to have been defective at the time of receipt. The buyer is entitled to exercise the right to a defect that occurs in consumer goods within twenty-four months of receipt.

**7.5.** Rights arising from defective performance are claimed by the buyer at the seller's address at his premises, where the acceptance of the complaint is possible with regard to the range of goods sold, or at the registered office or place of business.

**7.6.** Other rights and obligations of the parties related to the Seller's liability for defects may be regulated by the Seller's Complaints Procedure.

**8. Other rights and obligations of the contracting parties**

**8.1.** The Buyer acquires ownership of the goods by paying the full purchase price of the goods.

**8.2.** The seller is not bound by any codes of conduct in relation to the buyer within the meaning of § 1826 paragraph. 1 letter e) of the Civil Code.

**8.3.** Consumer complaints are handled by the seller via the electronic address obchod@sstechnology.cz. Information on the settlement of the buyer's complaint will be sent by the seller to the buyer's electronic address.

**8.4.** The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, Internet address: https://adr.coi.cz/cs, is competent for out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform located at https://ec.europa.eu/consumers/odr Internet address can be used to resolve disputes between the seller and the buyer under the purchase contract.

**8.5. European** Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, Internet address: https://www.evropskyspotrebitel.cz is the contact point pursuant to Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

**8.6.** The seller is entitled to sell goods on the basis of a trade license. A trade inspection is carried out within the scope of its competence by the relevant Trade Licensing Office. Supervision of the area of personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.

**8.7.** The Buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 paragraph. 2 of the Civil Code.

**9. Protection of personal data**

**9.1.** 9.1. its information obligation towards the buyer within the meaning of Article 13 of Regulation 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) (hereinafter referred to as the "GDPR Regulation") related to the processing of the buyer's personal data for the purposes of performance of the purchase contract, For the purposes of negotiating this contract and for the purpose of fulfilling the seller's public law obligations, the seller performs through a special document.

**10. Sending commercial messages and storing cookies**

**10.1. The Buyer agrees to receive information related to the Seller's goods, services or business to the Buyer's electronic address** and agrees to receive commercial communications from the Seller to the Buyer's electronic address. The seller fulfils its information obligation towards the buyer within the meaning of Article 13 of the GDPR Regulation related to the processing of the buyer's personal data for the purpose of sending commercial communications by means of a special document

**10.2.** The buyer agrees to store so-called cookies on his computer. In the event that the purchase on the website can be made and the seller's obligations under the purchase contract can be fulfilled without storing so-called cookies on the buyer's computer, the buyer may withdraw the consent under the previous sentence at any time.

**11. Delivery**

**11.1.** The buyer may be delivered to the buyer's electronic address.

**12. Final provisions**

**12.1. If the relationship established by the** purchase contract contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law.

**12.2.** By choosing a right under Article 12.1 of the Terms and Conditions, the consumer is not deprived of the protection afforded to him by provisions of law from which it is not possible to deviate contractually and which would otherwise apply under the provisions of Article 6 par. 1 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).

**12.3.** If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provisions shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

**12.4.** The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.

**12.5.** The annex to the Terms and Conditions consists of a sample form for withdrawal from the purchase contract.

**12.6.** Contact details of the seller: delivery address Kokory 182, 751 05 Kokory, e-mail address obchod@sstechnology.cz, phone +420 774 887 618

In Kokory on 02/05/2022