Terms & Conditions of IGM nástroje a stroje s.r.o. for Consumer Buyers

1. Introduction - key terms

All contractual relationships are concluded in accordance with the rule of law of the Czech Republic. These terms and conditions regulate rights and responsibilities on the basis of the purchase agreement, or in connection with it between the seller IGM nástroje a stroje s.r.o., residing in V Kněžívce 201, Tuchoměřice Praha-západ, registered in Czech Republic at the Municipal Court in Prague with the number C/50931, company registration No. 25114727, VAT ID CZ25114727 further referred to as „seller" on one side and the consumer buyer on the other, hereinafter referred to as "buyer". A consumer buyer is any person who concludes a contract with the seller or otherwise interacts with it outside the scope of their business activities or outside the independent exercise of their profession.

The subject of the purchase is the goods specified in the purchase contract (hereinafter referred to as „goods").

These terms and conditions exclude the use of all other terms and conditions, that may have been mentioned or referred to in any announcements or previous dealings of the parties to a contract. In a case of any difference between these Terms and conditions and a Contract, the assessments of the Contract are the deciding factor.

2. Order and contract conclusion

The buyer can order goods and enter into the contract in person in a customer centre, via a telephone, email or through the online store. The buyer can edit or change all orders placed within the online store at will before submitting them, through their profile on the website of the seller.

The contract is concluded when the buyer places the order and the seller accepts it. The order is considered accepted either by handing over an order confirmation in the customer centre or by the sending of an order confirmation, which is sent immediately by the seller to the e-mail address of the buyer and is simultaneously stored in the database of the seller. The order confirmation is a contract and can only be changed or cancelled on the basis of a mutual agreement of both parties or on the basis of legitimate reasons. The contract is archived and is available to the buyer when asked for or it is available in the profile of the buyer when ordering via the seller's website.

In a case of a change in an order, that has already been confirmed by the seller, the changed order is binding for both parties when the confirmation of the change is confirmed by the seller. The seller does not have to accept the change of the order in a situation when the goods have already been transferred for transport, or have already been altered to suit the needs of the buyer or when they are custom made for the buyer.

The buyer is obliged to enclose any necessary details needed for the fulfilment of the order (like the means of delivery, the buyer's information according to his ID or to a statement from a public register, mailing address, billing information).

To do business or to close purchase agreements by the means of distance communication is allowed only for individuals, which are eligible for these legal acts. Minors are allowed to enclose purchase agreements only in the scope of their eligibility. A purchase agreement of a higher value can only be enclosed for the minor by their legal representative. The costs for usage of distance communications (phone, internet etc.) for order completion are above normal and depend on the telephone or data tariff used by the buyer. The seller reserves the right to address customers in marketing surveys.

By submitting an order, the buyer confirms that he is familiar with these Terms and Conditions, including warranty conditions, and that they agree with them. These business terms and regulations are visibly placed on the seller's web www.igm.cz and on its language varieties. These conditions are an integral part of the contract. The seller reserves the right to refuse an order or its parts before closing a purchase agreement in these situations: depletion of inventory, the goods are no longer being made or delivered or the buyer's payment is delayed. In a case, the buyer has already paid a part of the price or the full price for the product, this amount will be transferred back to his account or address. Gifts that are completely free of charge, are not subject to the purchase agreement.

3. Price lists and prices of goods

Unless explicitly stated otherwise, the prices of the offered goods are stated without the value-added tax, with the value-added tax and do not include the packaging costs, insurance or delivery by the carrier of your choice.

When ordering via the website, the price in the time of the order is the valid price. When ordering via telephone, the price listed by the operator is the valid price. In case of doubt, the price on the website is in accordance with the current offer.

The seller reserves the right to categorize the buyers, who register with the seller as registered customers. These buyers purchase selected items for special prices after signing in with their e-mail address and password.

The seller reserves the right to change prices on the website or in a catalogue without notice at any time. If a purchase agreement has already been concluded, the buyer will be informed about the change via a one-sided written notice. If the buyer does not agree with the price increase, they are entitled to withdraw from the contract.

Unless stated otherwise, all offers are valid for two weeks from release or until stocks last. For orders at a later date and/or repeat orders the buyer cannot ask for previously listed prices.

4. Terms of delivery

Goods in stock are reserved and prepared for delivery to the buyer, or to be picked up in person, within 1-5 days after the order is confirmed. Goods that are not in stock are listed with a presumed date of delivery. In case the delivery date is unknown at the time of the order confirmation, it is assumed the goods will be delivered within 4 weeks at the latest.

The delivery date listed in the offer or contract is purely informative and the seller is not responsible for any damages that may arise in an event of a delayed delivery to the estimated delivery date.

The Means of delivery depend on the buyer as they choose the means of delivery when placing an order. If the means of delivery are not stated by the buyer, the seller picks the suitable means of delivery themselves. The goods, depending on their nature can be delivered by parcel or pallet delivery service to the buyer, or the buyer can simply pick up the goods personally in one of the seller's customer centres. The current prices for delivery by parcel or pallet transport services are listed in the section About Purchase / "Delivery" on the website of the seller.

If the buyer decides to pick up the goods personally, they can ask for the goods to be demonstrated. The acceptance of goods personally in a Customer centre must be confirmed in writing at all times, as well as it has to be stated whether the goods were demonstrated to the buyer or not.

The shipment by goods delivery services is carried out only on weekdays. In the case of an order being placed on Saturday, Sunday, or a state holiday, the goods will be sent the first following working day. The goods delivered by a delivery service are always securely packaged in a way that prevents any damage to the goods, also the packaging used does not necessarily have to correspond with the goods delivered. Goods supplied are always identified by a label on the side, which informs the buyer of the seller as a sender.

The buyer is entitled to refuse to accept the delivered goods which are clearly damaged or have corrupted packaging in a way that it raises a reasonable belief that the goods have been damaged (also applies to cases when it is visible that the package has been exposed to weather or water). If the buyer still wants to accept the goods, because not always does appearance of the package has to have an impact on the goods inside, he can do so but has to draw up a protocol of shipment damage or has to document the defect appropriately. If the buyer should, after delivery and unpacking, find out about damage caused by transport, then it is necessary to notify the seller without delay (the consumer buyer within 24 hours, the consumer buyer preferably within 24 hours, or three working days at latest), the seller will then inform the buyer about the next steps and a settlement of claim with the carrier.

If the buyer fails to take over the goods on time or refuses to accept the goods and when the buyer expressly or silently refuses to accept the goods after setting an additional time of acceptance for other than legitimate reasons, the seller can withdraw from the contract and claim damages. The same applies to a delayed settlement of the final amount that was agreed upon. The right of ownership to the packaging passes to the buyer immediately upon delivery and acceptance of the goods and with it all the obligations set by the law concerning packaging.

To prevent any problems associated with later complaints about the state of delivered goods, we recommend inspecting the goods immediately or as soon as possible after the takeover, but no later than 24 hours, except when goods were demonstrated in the customer centre and to present and inform of any potential damages to the goods in the customer centre within 24 hours from receiving the goods. The seller has a responsibility towards the consumer that the goods are, at the moment of acceptance, in accordance with the contract.

The delivery of goods is completed when dispatched towards the consumer buyer, i.e.it is completed at the moment, the goods are handed over from the seller to the first carrier for transportation to the consumer buyer (the moment of delivery). When sending goods via a delivery service to the consumer buyer, the goods are delivered with its acceptance from the carrier. In those cases, when the seller chooses to transport the goods at their own expense, the delivery is completed at the moment of its acceptance by the buyer in their agreed destination. In case of personal takeover of the goods, the goods are considered delivered, when they're available for the buyer in the seller's customer centre. If a deadline for acceptance is set, the delivery is carried out on the last day of the agreed deadline, if not taken by the buyer earlier.

The delivery of goods is completed upon the takeover by the buyer. In case of a takeover of the goods in person, the goods are considered delivered when the buyer is able to handle them on the premises of the seller. The same applies for a pick up of goods by the buyer's delivery service. The buyer will provide information about the delivery service to the seller.

Risk of damage to the goods and any related third-party liability is transferred to the buyer at the moment of delivery completion.

The buyer acquires ownership of the goods upon full payment of the purchase price or at the moment of delivery of the goods (at the moment, which occurs later). If the goods are still owned by the seller and the buyer fails to fulfil the agreement, then the seller can re-take possession of the goods. Until the ownership is transferred to the buyer, the buyer is obliged to take care of the goods that have been delivered to them on their own expense, as if they were the storage handlers and are not allowed to manipulate with it in any way nor are they allowed to use it or to interfere with it. The same applies to a situation when the seller for any reason whatsoever becomes an owner of the buyer's goods.

5. Terms of payment

The Purchase price for delivered goods may be paid as preferred by the buyer, either in cash or with a credit card when taking over the goods in the customer centre of the seller, or with cash on delivery or with a credit card (may differ by country) when the goods are delivered by a courier service, or a bank transfer in advance on the basis of a pro-forma invoice, issued by the seller upon a request from the buyer. Other payment terms can be agreed upon individually and only in a written form. Current fees for various payment options are listed in the section About Purchase/"Methods of Payment" on the website of the seller.

When paying via bank transfer, the purchase price is paid only when the full purchase price (eventually a part of a price for an individual part of the delivery) is delivered to the seller's bank account. The seller is entitled to demand any late charges from the consumer buyer at a prime interest rate set by the Czech National Bank increased by 8 percentage points. An administrative fee of 6,40 € excl.VAT (7,70 € incl.VAT) can be charged for each payment notice. In case of settlement of the obligation by the legal way, an administrative fee of 192 € excl.VAT (230 € incl.VAT) will be charged.

If the buyer orders custom made goods or a nonstandard quantity of goods (different for each product according to its nature) or goods that the seller does not have in stock, the seller can ask the buyer for a deposit payment at an agreed amount, even though the seller's website made it possible for the buyer to pay on delivery or by a credit card. In that case, the buyer has the right to rescind the contract. In case the buyer paid a deposit on the purchase price of goods supplied on order, the deposit is non-refundable. The buyer is allowed to demand the deposit only in the event of a withdrawal by the buyer on the basis of force majeure or exclusively because of the seller.

In case of a delay, the seller is entitled to compensation for any reasonable costs aimed to recover an owed amount by the buyer.

6. Liability for defects and warranty

The buyer must immediately inspect and check the goods without unnecessary delay and, in writing, claim for any defects in detail to the seller of goods and must also stop using the goods.

If the buyer doesn't notify the seller in time, they will lose the right to withdraw from the contract.

The buyer will notify the seller of his chosen right when notifying of a defect or without delay after notifying of the defect. The seller is however entitled to refuse the chosen type of reimbursement, only if it presents the seller with unreasonable costs and or a different kind of reimbursement is available without substantial harm to the buyer. The consumer-buyer cannot change the chosen reimbursement without the agreement of the seller; this does not apply a situation when a buyer is requesting a repair of a malfunction, that cannot be repaired. If the seller fails to repair the malfunctions in a reasonable period or should he inform the buyer that they will not repair the malfunction, the buyer is then eligible to ask for a reasonable discount from the purchasing price instead of the repair, or they can withdraw from the contract. Upon delivery of a new item, the buyer will return the previous item on their own expense to the seller.

Should the consumer buyer apply the right of faulty performance, the seller will confirm this in a written form, there will be stated: the date of the application, as well as the duration of the repair and the details of it.

The buyer has to provide the seller with reasonable time to repair any malfunctions; otherwise claims for any defects expire. If it's not possible, within the period for malfunction removal, set reasonably in all circumstances, to produce any kind of remedy, the buyer can withdraw from the contract or can ask for a discount of the Purchase price. The buyer is not allowed to withdraw from the contract, in a case of only minor defects.

Transportation costs and other costs for replacement or refund of goods apply to the buyer. It is expressly agreed, that in case of a defect of an item, the buyer is not allowed to ask for compensation for transportation costs of goods to and from the seller. The seller is also not responsible for the buyer's lost profits, or for any indirect losses due to the defects of the goods.

The seller offers a statutory warranty - liability for defects to the consumer buyer for the period of 24 months from the date of the issuance of the sales receipt. The conditions of warranty and guarantee are listed in the "Warranty conditions".

The buyer is obliged to strictly adhere to the operating instructions supplied with the goods. In the event of non-compliance with the manual, a responsibility of the seller is non-existent. The agreed properties of the goods or services, which the seller is obliged to ensure, stem solely from contractual agreements with the consumer buyer, not from praise of the subject of the purchase, advertisment, fliers etc.

7. Seller's claim for compensation for use

Should the seller withdraw from the contract for a reason on the side of the consumer buyer, the consumer buyer is in addition to reimbursement for the cost of returning the goods to the seller also obliged to provide compensation for the use of the goods determined by its wear. Compensation for use is in the amount of 0.5% of the Purchase price for each calendar day from the delivery of goods to the consumer buyer to acceptance of the goods by the seller.

8. Limitation of Liability

The responsibility of legal representatives, authorized persons and employees of the seller to the buyer is except cases of bad intent or gross negligence excluded.

9. Reservation of ownership

The goods remain in the ownership of the seller until full payment of the purchase including all related receivables has been settled.

In the case of another sale, the buyer will before completion of the purchase settle any due receivables they might have towards the seller. The buyer shall notify the seller in writing to confirm the assignment of claims. During the period of reservation of ownership, the buyer is entitled to hold and use the goods.

10. Withdrawal from contract

The seller is allowed to withdraw from the contract if the delivery of goods becomes impossible, also in case the seller, after an order confirmation, discovers, in a credible way, certain facts that may lead them to believe that goods offered do not meet the legal conditions for their sale on the market or do not meet proper safety requirements, or the goods that the seller has available start showing proof of defect not caused by the seller, when the seller is not able to deliver the goods in its minimum regular quality.

Regardless of other statuary and contractual reasons, the seller is entitled to withdraw from the contract if: the buyer provided the seller with incorrect information about their creditworthiness, stops their payments or partial payments, insolvency meetings have been commenced against the buyer, or economic conditions deteriorate so much, that it is unreasonable to ask the seller to be bound by the contract.

Should the consumer buyer make a contract via a website, outside of premises of the seller, they are allowed regardless of any other statutory and contractual reasons to withdraw from the contract without giving a reason within fourteen days of the delivery of goods. The buyer can use a template form to realize their right to withdraw from the contract, the template is available for download on the seller's website. There are other instructions informing the buyer of their rights of withdrawal. After completing and sending the form of withdrawal, it will be confirmed by the seller without any unnecessary delays. After the withdrawal, the consumer buyer will, without delays, send or hand over delivered goods, the latest within fourteen days from the date of withdrawal proposal. The buyer covers any costs connected to the returning of the goods when applying for their withdrawal rights. If the goods delivered, do not correspond with the goods ordered, the costs for the return of goods are covered by the seller.

Should the consumer buyer withdraw from the contract because of a reason on the seller's part, the seller will, without unnecessary delay, return all funds with shipping costs included, that they have received previously on account of the contract, in the same way. The seller is not obliged to return the funds to the buyer until the goods are delivered back to the seller or there's has already been provided with a proof of them being shipped by the consumer buyer.

There is no right of withdrawal when custom made goods are concerned, or when goods are impossible to send back.

11. The Competent court and law applicable

The Contracting Parties recognize the authority of the Czech courts. The legal relationship between the parties is governed by the Czech systém of law. The buyer is not entitled to set-off unilaterally any rights against the seller›s claim. The rights and obligations of both parties not governed by a Contract or these Terms and Conditions are governed by Czech law.

The use of the United Nations Convention on the International Sale of Goods (CISG) is excluded.

12. Complaints and final provisions

The seller handles customer complaints on the e-mail address sales@igmtools.com. The information about complaint handling will be sent to the buyer's e-mail address in due time.

The out of court settlement of consumer disputes arising from the purchase agreement can be settled by the Czech Trade Inspection, headquarters at Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, Internet address: http://www.coi.cz.

The disputes between the buyer and seller from the purchase agreement can be settled online at http://ec.europa.eu/consumers/odr European Consumer Center Czech Republic, based at Štěpánská 567/15, 120 00 Praha 2, Internet address: http://www.evropskyspotrebitel.cz is the focal point according to the European Parliament and Council Regulation (EU) no. 524/2013 dated 21st of May 2013 on the resolution of consumer disputes online and amending Regulation (EC) no. 2006/2004 and Directive 2009/22 / EC (Consumer Dispute Resolution on-line).

The buyer agrees that the data obtained by the seller in connection with the contractual relationship, i.e. Information specified in the order, may be used for marketing and business purposes and that way to make them accessible to third parties cooperating with the seller on marketing operations, all this while respecting valid regulations, especially the Act no. 101/2000 Coll. on privacy. The buyer's consent can be withdrawn at any time by a specifically written declaration sent to the seller. Details regarding this issue are listed on the website of the seller.

The contract is concluded in the Czech language and in the languages of the seller's e-shop. All translations into foreign languages are purely informative and in a case of inconsistencies between the Czech version and the translated one, the text of the Czech language is prioritized except amount and currency of administration fees.

13. Trademarks, patents and intellectual property

The Buyer explicitly acknowledges and states that by entering this contract and subsequently realizing it, does not grant them or provide them with rights to any patents, trademark, business name (of the company), logos or any other subject of intellectual or industriál property that the Seller owns or uses or that relate to the items that are the subject of a purchase.

The Seller reserves all rights to all intellectual property, including texts, pictures, illustrations, trademarks, graphic designs and other works in their online store and catalogues and any and all correspondence from the seller to the buyer. These are protected by copyright laws and treaties and are owned by the seller or their suppliers.

Any correspondence between the seller and the buyer is personal and is confidential and must be handled in this way. This means that it may not be published or distributed, in part or in full form without prior written consent.

The Buyer undertakes not to do or allow anything that could be in any way detrimental to the seller›s reputation or could adversely affect the rights, validity or value of intellectual or industrial property owned or operated by, or relating to, to goods that are subject to purchase under a contract.

14. Other provisions

Amendments and additions to these Terms and Conditions must be in a written form to be effective. The requirement of a written form may also be waived only in writing.

The seller is entitled to transfer all rights and obligation, including those arising from these Terms and conditions, onto an authorized dealer thus opting out of these obligations. In accordance with this change, the place of any operation shifts to the residency of the authorized dealer. The buyer must be immediately informed of this.

The invalidity or ineffectiveness of individual provisions does not imply inefficiency nor invalidity of the remaining provisions.

The buyer expressly declares that they are thoroughly acquainted with these General Terms and Conditions and Warranty Conditions and that they fully understand them.

These Terms and Conditions come into effect on the 16th of August 2016 and fully cancel the preceding Terms and Conditions.

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