

Business terms & conditions

Basic provisions

The following Business Terms and Conditions apply to the purchase of goods from the www.staki.cz e-shop and regulate the rights and duties between the seller and the purchaser.

By placing the order, the purchaser accepts these Business Terms and Conditions for the delivery of goods published by the seller. The relationships between the seller and the purchaser are regulated by these Business Terms and Conditions and are binding for both parties unless stated otherwise in the contractual agreement.

All and any disputes arising from these relationships of legal other nature shall be resolved in before general courts of the Czech Republic

Subject Matter of the Contract

The subject matter of the contract is reserved solely for the goods explicitly stated in the Purchase Agreement (placed order) unless negotiated otherwise between the seller and the purchaser.

Conclusion of Purchase Agreement, Contract

By placing the order, the purchaser confirms familiarity with these Business Terms and Conditions and agrees with them. The order is a draft of the Purchase Agreement. The Purchase Agreement is validated by the purchaser after the ordered goods are delivered and collected. The place for delivery is the delivery address specified by the purchaser in the Order Form. The purchaser acquires the title to the product after the collection of the goods and full payment for the delivery received.

Prices and Types of Payments

Prices of the goods are valid when the order is placed. The seller reserves the right to change prices when a change in exchange rate occurs, inflation grows significantly or manufacturer and other supplier conditions change. The purchaser acknowledges that Ski Progress Ltd. may not enter into the agreement, especially if the goods are ordered by the purchaser for a price mistakenly quoted on the website due to an unintentional error. Purchase price is considered paid after the full amount is credited to the seller's bank account or to the delivery company in the event of mail order. The goods remain the property of the seller unless paid in full by the purchaser. Shipping fees, packing fees and mail order fees are excluded from the price of a good stated on the website and are added before order completion.

The purchase price includes VAT specified on the e-shop website. The purchase price can be paid via bank account transfer, PayPal payment, or collect on delivery (COD).

Delivery Date

Delivery interval begins the day the order is placed, provided all necessary details have been disclosed in order to successfully complete the delivery. The seller obliges to ship the ordered goods, or provide them to the delivery company, within 14 business days upon receiving the order. Delivery date will be postponed when affected by force majeure or incidental events not directly in control of the seller.

In case the order goods are not in stock or the seller is unable to provide them to the delivery company within 14 business days upon receiving the order, the seller informs the purchaser about the anticipated date of delivery or offers comparable goods. In this particular case, the seller will request the purchaser's approval. Delivery date will be postponed when affected by force majeure or incidental events not directly in control of the seller.



In case the order goods are not in stock or the seller is unable to provide them to the delivery company within 14 business days upon receiving the order, the seller informs the purchaser about the anticipated date of delivery or offers comparable goods. In this particular case, the seller will request the purchaser's approval. Delivery date is considered fulfilled in a timely manner when the goods are ready for delivery at the specified place on the final day of the agreed or additionally agreed delivery date. If the seller is unable to ship the ordered goods within 30 days, it is required to credit the purchaser's bank account with full amount for the completed order without postponement, unless negotiated otherwise.

Delivery

The goods in stock are shipped within 14 business days upon receiving the order via Czech Post, PPL or FedEx parcel transportation. The shipment will be delivered to either the billing or shipping address as specified in the Order Form by the purchaser. The purchaser is informed via e-mail that the order has been shipped. Delivery takes place on business days during usual working hours of the Czech Post, PPL or FedEx parcel transportation on the address specified in the order.

Guarantee

Warranty period begins the day the goods are delivered to the purchaser or other final consumer during sale. The seller provides guarantee on quality of the good and completeness of order. The goods are delivered with a warranty of at least 24 months. In case of defective goods upon delivery, the purchaser must inform the seller via registered letter or in person in the seller's registered office without postponement and within 3 business days after the collection of goods.

Warranty claim must include date of delivery, name of the product, quantity, defect description and proposal on the resolution of the claim. The seller is obliged to resolve the claim swiftly and within 30 days from the moment it was accepted.

Return Policy

The purchaser has the right to withdraw from the distance contract within 14 days from the delivery of goods without giving any reasons and subjection to sanctions in compliance with § 1829 of Law 89/2012 Coll. of Civil Code. Though, this interpretation of law cannot be perceived as an opportunity for lending the goods free of charge. The purchaser, when utilizing withdrawal from distance contract within 14 days, is obliged to return to the seller the goods with all relevant aspects of the order acquired on the basis of that contract. If such scenario is no longer possible, for example the goods incurred defects, partial wearing, or the return shipment is incomplete (lacking warranty card, manual, cover etc.), the seller is entitled to a refund in compliance with § 1833 Law 89/2012 Coll. of Civil Code in order to recover the goods to a pre-sale state. The seller's reimbursement will be deducted from the purchaser's original claim. In theory, such reimbursement may equal the purchase price.

In case the seller did not supply the purchaser with relevant information in writing or using any other authorized method, the withdrawal period prolongs to 3 months beginning with the collection of goods in compliance with § 1820 Law 89/2012 Coll. of Civil Code. Nevertheless, if the information is delivered to the purchaser, the 3 months period ends and a new 14 day period commences.

The purchaser does not have the right to withdraw from the contract in following cases:

- a) Contracts regarding the provision of services if performance of the contract, with purchaser's agreement, began during the initial 14 day period
- b) Contracts regarding delivery of goods or services where prices are dependent on the volatility of financial markets regardless of the will of the contractor
- c) Contracts regarding the delivery of personalized goods and goods that are subjects of rapid decay, wearing or disuse



The costs incurred in association with returning the goods from the purchaser to the seller are, in case of contract withdrawal, borne by the purchaser.

The seller is obliged to return paid amount for the goods to the purchaser within 30 days from the contract withdrawal.

Personal Data Protection

The Seller processes the Buyer's personal data in accordance with EU Regulation No. 2016/679 (hereinafter referred to as "GDPR") and the legislation of the Czech Republic.

The seller acts as a personal data controller. Personal data will be processed for the purpose of fulfilling the contractual relationship between the Seller and the Buyer and for the purpose of direct marketing (especially the sending of commercial communications). The legal reason for processing is the performance of the contract, fulfillment of legal obligations and legitimate interest (direct marketing).

The Buyer's personal data will be processed to the following extent: first and last name, registered office, email address, telephone number, identification number and tax identification number.

The Seller has taken legal, organizational and technical measures to protect personal data processed in such a way that unauthorized or accidental access, alteration, destruction or loss, unauthorized transfers, their other unauthorized processing and other misuse cannot occur and be all the obligations of the personal data processor ensuing from legal regulations are ensured continuously during the processing of the data in terms of personnel and organization.

The provision of personal data is both a legal and a contractual requirement.

Client's personal data will be processed during the term of performance of the contract and legal deadlines. Personal data will be processed electronically in an automated manner.

The Buyer has the right to request from the Seller access to his / her personal data pursuant to Article 15 of the GDPR, correction of personal data pursuant to Article 16 of the GDPR, or limitation of processing pursuant to Article 18 of the GDPR. The User is entitled to delete personal data pursuant to Article 17 (1) (a). and (c) to (f) GDPR. Furthermore, the user has the right to object to the processing pursuant to Article 21 of the GDPR and the right to data portability pursuant to Article 20 of the GDPR. These rights may be exercised and any privacy concerns may be sent to info@staki.cz. If the Buyer believes that his or her right to personal data protection has been violated, he / she has the right to file a complaint with the Office for Personal Data Protection (www.uouu.cz).

The Seller uses so-called cookies in his presentation to improve the quality of services, personalize the offer, collect anonymous data and for analytical purposes. By using the web interface, you agree to use the technology.