**Terms of trade**

I. Basic provisions

1. These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code")

Donnerstag trade s.r.o.

ID: 02143097

with registered office: Nademlejnská 600/1 Praha 9, Hloubětín 19800

registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 215989

email: obchod@atgreen.cz

phone: +420 727898513

website: www.atgreen.cz

(hereinafter referred to as the "Seller")

2. These Terms and Conditions govern the mutual rights and obligations of the seller and a natural person who concludes a purchase contract outside his business as a consumer or in the course of his business (hereinafter referred to as the "buyer") through the web interface located on the website available at www.atgreen.cz

(hereinafter referred to as the "Online Store").

3. The provisions of the Terms and Conditions are an integral part of the purchase contract. Deviating arrangements 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 individual goods and their main characteristics are listed for individual goods in the catalog of the online store. The prices of goods include value added tax, all related fees 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 remain valid for as long as they are displayed in the online store. This provision does not preclude the negotiation of a purchase contract under individually negotiated conditions.

2. All presentations of goods placed in the online store catalog are informative and the seller is not obliged to conclude a purchase contract for these goods.

3. Information on the costs associated with the packaging and delivery of goods is published in the online store. Information on the costs associated with the packaging and delivery of 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 on the purchase price of the goods can not be combined with each other, unless the seller and the buyer agree otherwise.

III. Order and conclusion of the purchase contract

1. The 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) shall be borne by the buyer himself. These costs do not differ from the base rate.

2. The Buyer places an order of goods in the following ways:

* through their customer account, if they have made a prior registration in the online store,
* by filling in the order form without registration.

3. When placing an order, the buyer chooses the goods, the number of pieces of goods, the method of payment and delivery.

4. Before sending the order, the buyer is allowed to check and change the data he has placed in the order. The buyer sends the order to the seller by clicking on the order button with the obligation to pay. The data stated in the order are considered 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 become acquainted 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 email address that the buyer entered when ordering. This confirmation is automatic and does not constitute the conclusion of a contract. Attached to the confirmation are the current terms and conditions of the seller. The purchase contract is concluded only after the order has been accepted by the seller. Notification of receipt of the order is delivered to the buyer's email address. / Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the email address that the buyer entered when ordering. This confirmation shall be deemed to constitute the conclusion of the contract. Attached to the confirmation are the current terms and conditions of the seller. The purchase contract is concluded by confirming the order by the seller to the buyer's email address.

6. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the buyer an amended offer to his email address. The amended offer is considered a new draft of the purchase contract and the purchase contract is in such a case concluded by the buyer's confirmation of acceptance of this offer to the seller to his email address specified in these terms and conditions.

7. All orders accepted by the seller are binding. The buyer may cancel the order until the buyer is notified of the acceptance of the order by the seller. The buyer may cancel the order by phone to the phone number or email of the seller specified in these terms and conditions.

8. In the event that there is an obvious technical error on the part of the seller when stating the price of the goods in the online store or during ordering, the seller is not obliged to deliver the goods to the buyer for this clearly erroneous price even if the buyer has been sent an automatic confirmation of receipt of the order under these terms and conditions. The seller informs the buyer of the error without undue delay and sends the buyer to his email address an amended offer. The amended offer is considered a new draft of the purchase contract and the purchase contract is in such a case concluded by a confirmation of receipt by the buyer to the seller's email address.

IV. Customer account

1. Based on the buyer's registration made in the online store, the buyer can access his customer account. From his customer account, the buyer can order goods. The buyer can also order goods without registration.

2. When registering for a customer account 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 customer account and when ordering goods are considered correct by the seller.

3. Access to the customer account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.

4. The buyer is not entitled to allow the use of the customer account to third parties.

5. The seller may cancel the user account, especially if the buyer does not use his user account any longer, or if the buyer breaches his obligations under the purchase contract or these terms and conditions.

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.

V. Terms of payment and delivery of goods

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 in the following ways:

* by wire transfer to the Seller's bank account No. 7775553366/2010, maintained by Fio Banka,
* cashless payment card,
* cashless transfer to the seller's account through the payment gateway.
* cash on delivery upon handover of goods,
* for personal collection can only be paid in cash,
* in cash or by credit card for personal collection at dispensing points.

2. Together with the purchase price, the buyer is obliged to reimburse the seller for 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.

3. In the case of cash payment, the purchase price is payable upon receipt of the goods. In the case of cashless payment, the purchase price is payable before the purchase contract is concluded.

4. In the case of payment through a payment gateway, the buyer shall follow the instructions of the relevant electronic payment provider. [S16]

5. 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.

6. The Seller does not require any advance payment or other similar payment from the Buyer in advance. Payment of the purchase price before shipment of the goods is not a deposit.

7. 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.

8. The goods are delivered to the buyer:

* to the address specified by the buyer of the order
* through a parcel dispensary to the address of the dispensary designated by the buyer,
* personal collection at the seller's premises

9. The choice of delivery method is made during the ordering of the goods.

10. The costs of delivery of the goods, depending on the method of dispatch and receipt of the goods, are specified in the buyer's order and in the order confirmation by the seller. 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.

11. 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 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.

12. 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.

13. The Seller shall issue a tax document – invoice to the Buyer. The tax document is sent to the buyer's email address./The tax document is attached to the delivered goods.

14. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods. Liability for accidental destruction, damage or loss of the goods passes to the buyer at the moment of receipt of the goods or at the moment when the buyer was obliged to take over the goods, but did not do so contrary to the purchase contract.

**Delivery time of goods at retail:** usual delivery 2 - 4 working days + 2 days delivery of goods to the customer.

**Delivery time of goods at wholesale: usual delivery 2 - 14 days depending on the type and quantity of goods.**

VI. Withdrawal from the contract

1. A buyer who has concluded a purchase contract outside his business as a consumer has the right to withdraw from the purchase contract.

2. The withdrawal period shall be 14 days

* from the date of receipt of the goods,
* from the date of receipt 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 receipt of the first delivery of goods, if the subject of the contract is a regular repeated delivery of goods.

3. The buyer may not, inter alia, withdraw from the purchase contract:

* provision of services, if they were fulfilled with his prior express consent before the expiry of the withdrawal period 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 supply of goods or services, the price of which depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,
* the supply of alcoholic beverages, which can be delivered only after thirty days and the price of which depends on financial market fluctuations independent of the seller's will,
* on the supply of goods that have been modified according to the buyer's wishes or for his person,
* the supply of goods that are subject to rapid deterioration, as well as goods that have been irreversibly mixed with other goods after delivery,
* delivery of goods in a sealed package that the buyer has removed from the packaging and cannot be returned for hygienic reasons,
* the delivery of an audio or video recording or a computer program if it has broken its original packaging,
* the supply of newspapers, periodicals or magazines,
* delivery of digital content, if it was not delivered on a tangible medium and was delivered with the prior express consent of the buyer before the expiry of the withdrawal period and the seller informed the buyer before concluding the contract that in such a case he has no right to withdraw from the contract,
* in other cases referred to in Section 1837 of the Civil Code.

4. In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.

5. To withdraw from the purchase contract, the buyer may use the sample withdrawal form provided by the seller. Withdrawal from the purchase contract will be sent by the buyer to the seller's email or delivery address specified in these terms and conditions. The seller shall immediately confirm to the buyer the receipt of the form.

6. The buyer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract to the seller. 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.

7. If the buyer withdraws from the contract, the seller shall return to him immediately, but no later than within 14 days of withdrawal from the contract, all funds, including delivery costs received from him, in the same way. The seller will return the received funds to the buyer in another way only if the buyer agrees and if he does not incur additional costs.

8. If the buyer has chosen a method of delivery other than the cheapest one offered by the seller, the seller shall return to the buyer the costs of delivering the goods in the amount corresponding to the cheapest offered method of delivery of the goods.

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. ( due to possible depreciation of the goods )

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 set off the claim for damages 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 sale of stocks, unavailability of goods, or when the manufacturer, importer or supplier of the goods has interrupted the production or import of goods. The Seller shall immediately inform the Buyer via the e-mail address specified in the order and return within 14 days of the notice of withdrawal from the Purchase Agreement all funds, including delivery costs, received from him under the contract, in the same way or in the manner specified by the Buyer.

VII. Rights from defective performance

1. 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:

* 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 has described or that the buyer expected with regard to the nature of the goods and on the basis of advertising carried out by them,
* the goods are fit for the purpose stated by the seller for their use or for which goods of this type are usually used,
* the goods correspond in quality or design to the agreed sample or model, if the quality or design was determined according to the agreed sample or model,
* the goods are in the appropriate quantity, measure or weight and the goods comply with the requirements of legal regulations.

2. The Seller shall have obligations arising from defective performance at least to the extent that the obligations arising from defective performance of the manufacturer continue. The buyer is otherwise entitled to exercise the right to a defect that occurs in consumer goods within twenty-four months of receipt.

3. If the period for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on quality guarantee shall apply. With the quality guarantee, the seller undertakes that the goods will be fit for use for the usual purpose for a certain period of time or that they will retain their usual properties. If the buyer has complained the seller for a defect in the goods legitimately, 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.

4. The provisions referred to in the previous paragraph of the Terms and Conditions shall not apply to goods sold at a lower price for 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. The right of defective performance does not belong to the buyer if he knew before taking over the goods that the goods had a defect or if the defect was caused by the buyer himself.

5. In the event of a defect, the buyer may submit a complaint to the seller and request:

* exchange for new goods,
* repair of goods,
* a reasonable discount on the purchase price,
* withdraw from the contract.

6. The buyer has the right to withdraw from the contract:

if the goods have a substantial defect,

if the item cannot be properly used due to the repeated occurrence of the defect or defects after repair,

in case of a larger number of defects of the goods.

7. A breach of contract is essential if the party in breach already knew or ought to have known at the time of conclusion that the other party would not have concluded the contract if it had foreseen the breach.

8. In the case of a defect that means a minor breach of the contract (regardless of whether the defect is removable or irreparable), the buyer is entitled to the removal of the defect or a reasonable discount on the purchase price.

9. 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 greater number of defects (usually at least three defects at the same time), the buyer has the right to apply a request for a discount on the purchase price, exchange of goods or withdraw from the contract.

10. When making a claim, the buyer is obliged to inform the seller of the right he has chosen. A change of choice without the Seller's consent is possible only if the Buyer has requested the repair of a defect that proves 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 the case of a minor breach of contract.

11. If repair or replacement of the goods is not possible, the buyer may request a refund of the purchase price in full on the basis of withdrawal from the contract.

12. If the seller proves that the buyer knew about the defect of the goods before taking over or caused it himself, the seller is not obliged to comply with the buyer's claim.

13. The buyer can not claim discounted goods for the reason for which the goods are discounted.

14. The Seller is obliged to accept the complaint at any establishment where acceptance of the complaint is possible, or at the registered office or place of business. The Seller is obliged to provide the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the complaint and what method of settling the complaint the Buyer requires, as well as confirmation of the date and method of settlement of the complaint, including confirmation of the repair and its duration, or a written justification for rejecting the complaint.

15. The seller or an authorized employee shall decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate to the type of product or service needed for expert assessment of the defect. Complaints, including the removal of defects, must be settled immediately, no later than 30 days from the date of the claim, unless the seller and the buyer agree on a longer period. The expiry of this period in vain is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract. The moment of making a claim is considered to be the moment when the buyer's will (exercise of the right from defective performance) to the seller occurs.

16. The Seller shall inform the Buyer in writing of the outcome of the complaint.

17. The right of 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 caused the defect himself.

18. In the case of a justified claim, the buyer has the right to compensation for reasonably incurred costs incurred in connection with the claim. This right may be exercised by the buyer with the seller within one month after the expiration of the warranty period, otherwise the court may not grant it.

19. The buyer has the choice of the method of complaint.

20. The rights and obligations of the contracting parties regarding the rights arising 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.

21. Other rights and obligations of the parties related to the Seller's liability for defects are governed by the Seller's Complaints Procedure.

VIII. Delivery

1. The Contracting Parties may deliver all written correspondence to each other by electronic mail.

2. The Buyer delivers correspondence to the Seller to the email address specified in these Terms and Conditions. The Seller delivers correspondence to the Buyer to the email address specified in his customer account or in the order.

IX. Personal data

1. All information you provide in our cooperation is confidential and we will treat it as such. Unless you give us written permission to do so, we will not use your data in any other way than for the purpose of performance of the contract, except for the email address to which commercial communications may be sent to you, as this procedure is allowed by law, unless you refuse it. These communications may only relate to similar or related goods and can be unsubscribed at any time in a simple way (by sending a letter, e-mail or by clicking on a link in a commercial message). The e-mail address will be stored 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 Privacy Policy [HERE](https://www.atgreen.cz/en/privacy-policy/)

X. Out-of-court dispute resolution

1. 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 http://ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer arising from the purchase contract.

2. European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: http://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).

3. 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. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection.

XI. Final provisions

1. All arrangements between the seller and the buyer with the laws 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 the consumer's rights arising from generally binding legal regulations.

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

3. All rights to the Seller's website, in particular copyrights to the content, including page layout, photos, films, 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 thereof without the consent of the seller.

4. The Seller is not responsible for errors resulting from third party interference in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer may not use procedures that could have a negative impact on its operation and may not engage in any activity that could allow him or third parties to interfere with or use the software or other components of the online store and use the online store or its parts or software in 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 is without prejudice to the rights and obligations arising during the period of effect of the previous version of the Terms and Conditions.

8. A sample withdrawal form is attached to the Terms and Conditions.

These Terms and Conditions come into effect on 4.11.2021