

1. INITIAL PROVISIONS

1.1. The present terms & conditions (hereinafter referred to as the “**terms & conditions**” or the “**TC**”) of the Czech trade company **EDGAR GROUP, s.r.o.**, reg. No. 27947742, having his legal address at Věžeňská Str. 116/5, Staré Město, ZIP 110 00, Prague 1, registered in the Trade Registry kept by the Municipal Court in Prague under file No. C 128617, registered at the Assay Office - production mark is listed on the [Assay Office website](#) (hereinafter referred to as the “**seller**”), pursuant to the provision of § 1751 section 1 of the Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the “**Civil Code**”), are designated to govern the mutual rights and obligations of contractual parties arising in connection with or upon the purchase contract concluded between the seller and other person acting as the buyer via the seller’s e-shop.

1.2. The e-shop is operated by the seller on the following website: www.edgargrig.cz (hereinafter referred to as the “**website**”) through the website interface (hereinafter referred to as the “**web interface**”).

1.3. By sending an order and confirming it in the e-shop the buyer agrees with the present trade terms & conditions and confirms it has read them.

1.4. The seller may change and/or amend the wording of terms & conditions. This provision is without prejudice to rights and obligations arising during the period of validity of the previous wording of the trade terms & conditions.

1.5. Personal data protection and cookie files are regulated by the [Personal data protection policy](#).

2. INFORMATION PROVIDED PRIOR TO THE CONCLUSION OF THE CONTRACT

2.1. Prior to the conclusion of purchase contract the seller declares, that:

a) The cost of means of distance communication does not differ from the standard rate. The costs incurred to the buyer when using means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection and telephone calls) are borne by the buyer himself;

- b) It is required to pay the purchase price before the receipt, either by cash or cashless payments (credit card) in the seller's shop, by COD or bank transfer. For more information please refer to the Article 4 hereof;
- c) It does not conclude contracts, the subject matter of which is the repeated performance;
- d) The prices of goods and services are shown on the website including VAT and any charges imposed by the law, but the cost of delivery varies according to the chosen method, the carrier and the payment method;
- e) If the buyer is a consumer, it is entitled to withdraw from the contract pursuant to Article 7 hereof while fulfilling certain conditions.

3. ORDER OF THE GOODS AND CONCLUSION OF PURCHASE CONTRACT

3.1. The buyer can order the goods via the web interface of the seller.

3.2. The web interface contains the list of goods for sale, including their description and price. The offer of goods and their prices remain valid as long as they are displayed in the web interface of the shop. 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 shop contains information on costs associated with the delivery of goods. Information on costs associated with the delivery of goods stated in the web interface of the shop applies only in cases, when the goods are delivered within the territory of the Czech Republic and to selected places within the European Union.

3.4. To order the goods, the buyer will fill in the order form located on web interface of the shop. The order form contains information about:

- a) The goods being ordered;
- b) The method of payment of the purchase price of the ordered goods;
and
- c) The chosen method of delivery of the ordered goods and the costs associated with their delivery;

(hereinafter jointly referred to as the “**order**”).

3.5. Before sending the order to the seller, the buyer is allowed to check and change the data entered in the order, also with regard to the buyer's ability to detect and correct errors in the order. The buyer will send the order by clicking on a button "Send order". The data stipulated in the order are considered as correct. By placing an order, the buyer confirms that it has read and agreed with the terms & conditions, as well as Policy on personal data protection.

3.6. The contractual relationship between the buyer and the seller is established upon confirmation of the order (acceptance), which is sent to the email address of the buyer. All presentation of the goods located in the web interface of the shop has an informative character, and the seller is not obliged to conclude a purchase contract regarding these goods. The provision of § 1732 subsection 2 of the Civil Code does not apply.

3.7. Order confirmation contains in particular:

- a) Identification of contractual parties and goods ordered including their price;
- b) Payment and delivery conditions (place, date and delivery costs);
- c) Trade terms & conditions in PDF.

3.8. 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 (e.g., by e-mail or by phone). If such an order is not subsequently confirmed by the buyer, it may be canceled by the seller without compensation.

3.9. If the goods were changed during the order of the goods, and the seller cannot deliver the agreed goods to the buyer within the agreed term or at the agreed price, the seller is obliged to offer the buyer alternative goods, or to allow the buyer to cancel the order. The buyer can cancel the order by phone or email. If the buyer does not accept alternative goods offered by the seller within a reasonable period and does not cancel the order, the seller is entitled to reject the purchase contract.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

4.1. The buyer may pay the price of the goods as per the purchase contract as follows:

- a) **Cash or cashless payment (by payment card)** in case of personal receipt in the seller's premises;
- b) **Payment card** via the web payment gateway;
- c) **COD** in the place stipulated by the buyer in the order;
- d) **Wire transfer** to the banking account of the seller.

4.2. Along with the purchase price, the buyer is also obliged to pay to the seller the costs associated with the delivery of goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.

4.3. The seller is not VAT payer , therefore the purchase price in the Czech crowns set on the webpage is final.

4.4. In case of payment upon personal receipt or COD the purchase price is payable upon receipt of the goods. In case of wire transfer to the seller's banking account or payment via the payment gateway, the purchase price is payable not later than in 3 days from the conclusion of the purchase contract

4.5. In case of wire payment, the buyer is obliged to enter variable symbol upon payment of the purchase price of the goods. In the case of wire payment, the customer's obligation to pay the price is fulfilled, when the relevant amount is credited to the provider's account.

4.6. The seller is entitled to demand payment of the entire purchase price before sending the goods to the buyer. The provision of § 2119 subsection 1 of the Civil Code does not apply.

4.7. Any discounts on the price of goods provided by the seller cannot be combined.

4.8. The seller issues tax document is issued after payment of the price of the ordered goods, and hands it over alongside with the delivery of the goods.

4.9. The buyer acquires ownership to the goods by paying the full purchase price of the goods. The Buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 section 1 of the Civil Code.

5. TRANSPORTATION AND DELIVERY OF GOODS, DELIVERY TERMS

5.1. The seller delivers the goods to the buyer according to its operational possibilities as soon as possible, usually within 5 working days (within the Czech Republic), or within 10 working days (within the other countries of the European Union), counted from the payment of the entire purchase price. In exceptional cases, the seller may unilaterally extend the delivery time. In this case it is obliged to immediately inform the buyer. The buyer is entitled to withdraw from the purchase contract within 3 working days upon receipt of such message.

5.2. The goods are deemed delivered upon delivery of the goods to the place of delivery of the goods. Goods shall be deemed to have been received at the moment of receipt of the goods by the buyer or a person authorized by the buyer. The buyer will receive a tax document with the goods, which has the character of a delivery note.

5.3. If the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to ensure the receipt of the goods upon delivery.

5.4. If due to the fault of the buyer the goods need to be delivered repeatedly or in manner, other than stipulated in the order, the buyer is obliged to pay the expenses related with the repeated delivery or other delivery method.

5.5. If the buyer fails to accept the goods without reason, the seller will be entitled to reimbursement of the costs associated with the delivery of the goods and their storage, as well as other costs incurred due to the failure of the buyer to receive the goods.

5.6. The buyer is obliged to receive the duly delivered goods within the term and place of delivery either personally, or by authorized person, who will present the written authorization and/or ID card.

5.7. Upon receipt of the goods from the carrier, the buyer is obliged to inspect the goods without undue delay and immediately notify any defects. In the event of damage to the goods, the buyer and the carrier will execute a record of the extent and nature of the damage to the goods, and the buyer proceeds as described in Article 6 of the terms & conditions for complaints of goods.

6. RIGHTS FROM DEFECTIVE PERFORMANCE

6.1. The rights and obligations of the parties regarding the seller's liability for defects are governed by the relevant generally binding regulations, in particular the relevant provisions of the Civil Code and the act No. 634/1992 Coll., Consumer Protection Act (hereinafter referred to as the “**Consumer Protection Act**”).

6.2. The seller is responsible to the buyer, that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time when the buyer received the goods:

- a) The goods have the properties agreed by the parties and, in the absence of such agreement, the characteristics described by the seller or the manufacturer, or which are expected by the buyer with regard to the nature of the goods and the advertising;
- b) The goods are fit for the purpose stated by the seller or for which goods of this kind are usually used;
- c) The quality or design of the goods conforms to the agreed sample or template, if the quality or design were determined according to the agreed sample or template;
- d) The goods are in a corresponding quantity, extent or weight; and
- e) The goods comply with legal requirements.

6.3. The buyer is entitled to exercise the right from the defect stipulated in the Article 6.2. of the terms & conditions, which occurs within 24 months upon receipt of the goods (hereinafter referred to as the “**complaint**”).

6.4. On the contrary, the seller is not liable for defects of the goods if:

- a) The defect has been caused by the buyer and/or the third party;
- b) The buyer knew about the defect before the receipt of the goods;
- c) Discount on the purchase price of the goods has been granted due to the defect;
- d) The defect arose from normal wear, misuse or improper storage of goods;
- e) The defect arose after the expiry of the minimum shelf-life of the goods;

f) The goods has been totally or partly consumed.

6.5. The buyer can file a complaint as follows:

a) **Electronically:** the buyer will send an email to info@edgargrig.cz, where it will set out information about purchased goods and describe the reason of filing a complaint. Then the seller will disclose it the information on further steps.

b) **Personally:** the buyer personally arrives at the seller's premises together with the claimed goods and proof of purchase. The present employee of the seller accepts the goods from the buyer and negotiates with the buyer on the details of the complaint procedure.

c) **By post:** the buyer sends the goods under complaint by post alongside with all its components to the seller's address with the exact description of the defect, contact information to his person (name and last name, telephone, e-mail), indicating his rights, and attaches a copy of the proof of purchase. The shipment with the claimed goods should be delivered in a proper safe package as a valuable package (not as COD).

The aforementioned recommendations do not affect the possibilities and rights of the consumer arising from the Civil Code and the Consumer Protection Act, and are intended only for the settlement of a product complaint as soon as possible.

6.6. The seller will issue the buyer a written confirmation about the time, when the right from the liability for defects was exercised, as well as about the repair and its duration, or the manner of settling the complaint (the complaints protocol).

6.7. Complaints including the removal of defects must be settled without undue delay, but no later than 30 days from the date of filing a complaint, unless the seller and the buyer agree on a longer period. After the expiry of this period, the buyer may request a reasonable discount on the purchase price or withdraw from the purchase contract.

6.8. In case of unjust and thus unrecognized complaint, the buyer agrees to reimburse the seller for costs reasonably incurred in connection with the complaint procedure beyond the normal handling of the complaint (especially the cost of his own expert opinion, costs of legal representation, etc.). To cover the costs associated with the successful complaint procedure, relevant provisions of the Civil Code will apply to the rights of the buyer.

6.9. If the complaint is considered by the seller as justified, the buyer shall also be entitled to reimbursement of costs reasonably incurred in filing of the complaint (in particular, the buyer shall be reimbursed the costs of delivery of the claimed goods to the seller).

7. WITHDRAWAL FROM THE PURCHASE CONTRACT

7.1. The buyer, who is a consumer, is entitled to withdraw from the purchase contract without any reason, within 14 days following the day of receipt of the goods. In order to comply with the withdrawal period, it is sufficient to send the withdrawal before the end of the relevant period.

7.2. The buyer acknowledges, that under the provisions of § 1837 of the Civil Code, it is not possible to withdraw from the purchase contract for the supply of goods, which has been modified according to the buyer's wish or for his person, which has been irretrievably mixed with other goods after delivery, if these goods have been delivered in a sealed package, which has been removed by the consumer, and the goods cannot be returned for hygienic reasons, and from the purchase contract for the supply of goods or services the market, the price of which depends on fluctuations in the financial market independently of the will of the entrepreneur and which may occur during the withdrawal period

7.3. For the purpose of exercising the right of withdrawal, the buyer must inform the seller of its withdrawal in the form of unilateral legal action, for example by filling in the [Withdrawal form](#), or by writing a letter and sending it through the postal operator to its registered office or by e-mail to info@edgargrig.cz.

7.4. If the buyer withdraws from the contract, the seller shall return it without undue delay, but no later than 14 days after such withdrawal, all funds including delivery costs, but the entrepreneur is not obliged to return the received funds to the buyer before the buyer hands over the goods or proves that it has sent the goods to the seller. If the buyer has chosen other than the cheapest methods of delivery offered by the seller, the seller will only refund the buyer the cost of delivery corresponding to the cheapest method of delivery offered.

7.5. If the buyer withdraws from the agreement, it will send the seller the received goods immediately, but not later than in 14 days from such withdrawal. The buyer may return the goods in person at the seller's premises or send them by post to the seller's address. The costs of returning the

purchased goods will be borne by the buyer, even if the goods cannot be returned by post.

7.6. For the return of the accepted payment the seller will use the same means of payment used by the buyer to pay for the purchase price of the goods. The seller shall return the funds received to the buyer by other means, only if the buyer has agreed to this and if it does not incur additional costs.

7.7. The buyer is liable to the seller for the diminution of the value of the goods resulting from handling of these goods in a manner other than to be handled with regard to its nature and characteristics.

7.8. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the proviso, that if the buyer withdraws from the purchase contract, the gift contract for such a gift ceases to be effective, therefore the buyer is obliged to return the gift alongside with the goods.

8. FINAL PROVISIONS

8.1. If a relationship connected with the use of webpage or legal relationship established by the purchase contract contains international (foreign) element, the parties agree, that this relationship is governed by the Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.

8.2. The seller is not bound by any ethical codices within the meaning of § 1826 sect. 1 subject. e) of the Civil Code.

8.3. If any provision of the terms & conditions is or becomes invalid or ineffective, it will be replaced by a new provision, the meaning of which is as close as possible to the invalid one. The invalidity or ineffectiveness of one provision will not affect the validity of other provisions.

8.4. The purchase contract and terms & conditions are archived by the seller in the electronic form and is not accessible.

8.5. The contract is concluded in the Czech language. Should the buyer need a translation of the contract, in the event of a dispute over the interpretation of terms the interpretation of the contract in the Czech language prevails.

8.6. All product images (design) are protected as intellectual property of the seller. Any copying of product design, unauthorized use of product images and website texts is prohibited.

8.7. The display of the color shades of the goods depends on the quality of the screen or other display device used.

8.8. The seller, as an entity trading in precious metals, is registered with the Assay Office and uses assay marks indicating the purity of the precious metal in the goods or used alloys. You can know more about the assay marking on [the website of the Assay Office](#).

8.9. The seller is liable for errors resulting from interference of third parties in the e-shop, or due to misuse of the e-shop. When using the web interface, no one may use procedures that could disrupt the system or unduly burden it. If any person commits any unlawful or unethical behavior while using the online store, the seller is entitled to restrict, suspend or terminate such person's access to the online store without any compensation. In this case this person is further obliged to fully compensate the damages caused to the seller by his conduct.

8.10. Possible disputes between the seller and the buyer can also be settled out of court. In this case the buyer, who is a consumer, can contact the out-of-court dispute resolution entity, the Czech Trade Inspection [Czech Trade Inspection](#). To make a complaint regarding goods or services and to locate an ADR entity, the buyer may also use the online platform set up by the European Commission available at <http://ec.europa.eu/consumers/odr>.

Before the out-of-court dispute settlement the seller recommends the buyer to contact it using the [contacts](#) for the purposes of amicable and quick resolution of the situation.

These terms & conditions enter into force and are valid from 01.10.2019, and are available in electronic form at www.edgargrig.cz.