

## Terms and conditions - purchase of goods

### I. Who we are and what we do

***We run a small family knife manufacture under the name UNCOVSKY, you can find our website at [www.uncovsky.com](http://www.uncovsky.com).***

***The aim of these terms and conditions is to inform you in an understandable way how you can order our goods, what rights you have or what to do in case of doubt.***

1. The UNCOVSKY knife manufacture is operated by me, Anna Unčovská, ID: 086 60 891, with its registered office at Lesnická 811/38, 613 00, Brno - Černá Pole, the Czech Republic (hereinafter referred to as “**we**”) and together with my husband we make custom knives (hereinafter referred to as the “**goods**”).
2. The purpose of this document, the terms and conditions, is to explain to you what mutual rights and obligations we have and to inform you about them. In addition to these terms and conditions, we also comply with the Czech law, in particular the Civil Code (hereinafter referred to as the “**Civil Code**”). The Czech courts are competent for any disputes. These terms and conditions are in Czech.
3. All information you provide to us is confidential and will be treated as such.
4. We reserve the right to change these terms and conditions at any time, the current wording of which can always be found at our website [www.uncovsky.com](http://www.uncovsky.com).

### II. Purchase of goods

***If you are going to buy our goods, you will find information regarding this purchase here:***

#### ▪ **How is the order processed?**

1. Our goods are published or posted at several websites and forums related to knives and cutlery, but through which it is not possible to buy them. If you are interested in purchasing our goods, please e-mail us at [info@uncovsky.com](mailto:info@uncovsky.com) or contact us via our Facebook page [www.facebook.com/uncovskyknives/](http://www.facebook.com/uncovskyknives/) or via Instagram where you can find us as @uncovskyknives. In your message, state what goods you are interested in and your personal data (especially first name, surname, residence, eventually ID). We will reply to your e-mail or message in the relevant social network as soon as possible and in the reply we will state the price for the goods (hereinafter referred to as the “**Purchase Price**”), delivery

date, we will specify the goods, we will state also the payment terms and attach these terms and conditions (hereinafter referred to as the “**Offer**”).

2. If you agree to our Offer, it is necessary to confirm it to us by a notification to our e-mail or send us a message to the respective social network. Upon the delivery of this confirmation of the Offer, a purchase agreement (hereinafter referred to as the “**Agreement**”) is concluded between us. But if you confirm the Offer with a reservation, the Agreement is not concluded between us.
3. If you do not agree to the Offer, please let us know by e-mail or a message in one of the social networks and we may modify the Offer to suit both parties. We will send this modified Offer again to your e-mail or as a message. If you agree to this new Offer, it will be necessary to confirm it again by notifying us to our e-mail or in a message in one the social networks; by delivering this confirmation of the modified Offer, the Contract is concluded between us. Please note that if you do not confirm the Offer, the Agreement is not concluded between us.

▪ **What happens after the order?**

4. You should take over the goods. If you do not take it over, we will consider it to be a withdrawal from the Contract. In this case, we will refund the purchase price, but please note that we have the right to charge you for the cost of sending the goods back to us.
5. The goods are sent by a carrier or postal service. Personal collection is possible by appointment.
6. An obvious damage to the goods or the packaging upon delivery, shall be immediately resolved with the carrier and you shall write any deficiencies in the hand-over protocol. You do not need to take over such goods from the carrier. Let us notify about the damage and please document the damage.

### III. Payment terms

***Below you can read how you can pay for the goods.***

1. You can pay the purchase price and any costs associated with its delivery in the following ways:
  - cash on delivery,
  - by bank transfer to the seller's account no. 2901712696/2010, kept at Fio banka, as, V Celnici 1028/10, 117 21 Prague 1.
2. If you pay by bank transfer, please pay the purchase price together with the variable payment symbol, which is the invoice number. In case of cashless payment, the price is paid at the moment the amount is credited to our account.

- The goods will be sent to you immediately thereafter, unless otherwise agreed.
3. For each payment we will issue an invoice - a tax document. This will comply with the legal requirements. The payment will be due within 14 days of its sending to your e-mail address.
  4. We are not VAT payers. The purchase price includes all taxes and fees.

#### IV. Withdrawal from the Contract

***Look at some of the rights that the Czech law gives you as a consumer. You may anticipate that if you conclude a contract online, you have the right to withdraw from the contract within 14 days. However, in some cases the conditions may vary slightly, so please also read the following article carefully.***

1. This article only applies if you order as a consumer, that is, a person who concludes the Contract outside of his/her business.
2. According to the Civil Code, as a consumer, you have the right to withdraw from the Contract concluded via the Internet or e-mail within 14 days of receipt of the goods.
3. Please note that if the goods have been modified according to your wish or for your person, you do not have the right to withdraw from the Contract within 14 days. It is necessary, for example, when we manufacture the goods according to your requirements or somehow modify them according to your wish. But we will do our utmost to meet your potential objections.
4. If you decide to withdraw from the Contract, please use the form attached to these terms and conditions.
5. Within 14 days of withdrawal from the Contract, we will refund the amount corresponding to the price of the goods and the cost of delivery, in the same manner as we received the payment from you. However, you need to send us or hand over the purchased goods within the same time limit. The goods must be returned complete, preferably in the original packaging, and must not show signs of wear or damage. We have the right, within the above-mentioned period, to assess whether the returned goods are undamaged, intact and unused, and whether you have caused any loss of value to the goods in any manner other than necessary due to the nature and properties of the goods. You bear the cost of returning the goods.
6. If you return the goods that are damaged as a result of your misuse, we may

reduce the refunded purchase price by an amount that corresponds to the damage to the goods.

7. According to the Consumer Protection Act you have the right to an out-of-court settlement of a consumer dispute. You can contact the Czech Trade Inspection Authority (Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz)). The solution will only be initiated at your suggestion if the dispute cannot be resolved directly with us. You can submit your application no later than 1 year from the date you first exercised your right with us. The out-of-court dispute resolution can also be launched online via the ODR platform available here: [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/).

#### V. What if the goods have a defect?

***We try to deliver our goods to you in the best possible condition, but sometimes, even with all the care, it may happen that the goods may be defective in some way. The following paragraph describes how to proceed in such cases and how the rights from defective performance are exercised.***

1. We are responsible for ensuring that the goods are free from defects upon receipt. This means that at the time you receive the goods, we are responsible for the goods:
  - the goods have the properties which we have agreed or which you might have expected due to the nature of the goods, and fit the purpose stated for their use;
  - the goods correspond to the quality or performance of the sample or template, if any;
  - the goods are in the appropriate quantity, dimensions or weight, and
  - the goods comply with legal requirements.
2. We are not responsible for defects caused by normal wear and tear.
  - **Exercising the right from defective performance**
3. Send the complaint to e-mail: [info@uncovsky.com](mailto:info@uncovsky.com) or send us a letter to Čápkova 41, 602 00, Brno – Veverí, the Czech Republic.
4. Please state the following in your complaint:
  - your contact information, description of the defect and request for how to handle the complaint;
  - proof of purchase of goods (preferably accompanied by proof of purchase).

5. Send the goods to our address. The goods must be suitably packed (to avoid damage), must be clean and complete and not sent cash on delivery.
  6. When submitting a complaint, you will receive a confirmation to your e-mail - the complaint protocol, which states when the complaint was filed, what is its content and what method of handling the complaint you require.
- **Defects of the goods**
7. At your option, you may require for a defect that is material:
    - the delivery of a new or missing item;
    - free repair;
    - a reasonable discount; or
    - refund of the price based on withdrawal from the Contract.
  8. For a defect that is not material, you are entitled to a defect removal or a reasonable discount.
  9. When making a claim, you must tell us what right you have chosen. Changing the option without our consent is only possible if you have requested a repair of the defect that proves to be irremovable.
  10. If we prove that you knew or caused the defect before taking over the goods, we are not obliged to deal with your claim.
  11. Please also note that you cannot claim discounted goods for the reason that the goods are discounted.
- **Complaint handling**
12. The complaint will be handled without undue delay, no later than 30 days, unless we agree with you on a longer period.
  13. If you are a consumer, we will refund you the costs you incur for the complaint (please note that we will refund you for the lowest possible costs). Ask us for the refund of these costs without undue delay, no later than one month from the end of the deadline for making a claim.

In Brno on .....

I hereby inform you that I hereby **withdraw from the contract** for the provision of the following goods:

**Annex No.1: Contract withdrawal form**

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which I **ordered** on .....  
the price was paid on .....  
the money was credited to your account on .....

**Note**

.....  
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**Name and surname**

.....

**Address**

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**Signature**

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**Date**

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