

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.

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, a sole entrepreneur, ID: 086 60 891, with its registered office at Lovčice 284, 696 39 Lovčice, Czech Republic ("we") and together with my husband we make custom knives (the "Goods").
2. The purpose of these terms and conditions (the "T&C"), is to explain to you, our customers ("you") what mutual rights and obligations we have when entering into purchase agreement (the "Agreement") under these T&C and to inform you about them. In addition to the T&C, the act of the Czech Republic no 89/2012 Coll., civil code, as amended (the "Civil Code") and act no. 634/1992, consumer act, as amended (the "Consumer Act") shall apply. These T&C are written in English and governed by the laws of the Czech Republic. These T&C shall prevail over the provisions of the legislation from which they may depart from. Any disputes that arise between us shall be heard and resolved by the Czech courts in the jurisdiction based on our registered office. This does not affect your consumer rights.
3. All information you provide to us is confidential and will be treated as such. Information about the processing of personal data is available under the Privacy Policy, which you can find [here](#).
4. If you are buying entering into the Agreement outside the scope of your business activity, you are in the role of a consumer. Our laws give you certain special rights, which you can read about later in these T&C.
5. 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. This change shall not affect already concluded Agreements.

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. You may purchase our goods by one of the following ways: you can either have the goods made to your specifications via the online configurator on our website or you can purchase the finished product via our social networks without the possibility of making any additional modifications to it.
2. When creating the order, you shall provide correct and truthful information. You are also obliged to update provided information in the event of any changes. We consider the information provided to be correct. In the event that you do not notify us of any changes and the goods are taken over by, for example, an unauthorised person, you shall bear all risks and damages associated with this.

Order via the online configurator

3. You may find a configurator, through which you can select individual attributes and assemble the goods, on our website. To order the goods, select your desired options (such as the shape and material of the blade and other characteristics of the goods). By selecting and changing the individual parameters of the goods, you can see how the purchase price of the goods (the "Purchase Price") changes depending on the subject, as well as the estimated delivery time of the goods.
4. Confirm your choice in the order form. The order form will then ask you to fill in your personal and billing information (the "Order").
5. Before sending the Order, you may check the Order. Before submitting an Order, it is also essential that you complete all your details and confirm that you have read these

T&C and agree to be bound by them. You may check all details just before submitting the form. You can submit your order by clicking on the "Purchase and Pay" button. We consider the information you provide in the Order Form to be correct. Immediately upon receipt of your Order, we will confirm receipt by email to the email address provided on your Order. We will also attach these T&C in pdf to this e-mail.

6. The Agreement between us is entered into by sending such e-mail confirmation, unless we inform you via e-mail within 5 working days at the latest that we are unable to fulfil the Order, especially with regard to production and capacity possibilities. In this case, the Order is rejected and the Agreement is not concluded.
7. You will also receive confirmation of the concluded Agreement from us within a reasonable time after its conclusion, but at the latest at the time of delivery of the goods.
8. When entering into the Agreement with us, you agree to the use of remote means of communication. We have to inform you that the costs incurred in the use of remote means of communication (for example the costs for the internet connection or the cost of telephone calls) shall be borne by you and shall not differ from the standard rate.

Purchase of goods without the possibility of modification

9. We also sell finished and made goods by lottery, auction or first-come, first-served. Announcements of such sale can be found most often on our Facebook or Instagram profile, including specific conditions and opportunities to participate. In such a case, we will then contact you on the social network in question to arrange the details of shipping and possible payment for the goods. In this case, you will confirm the terms and conditions to us via messages on the social network or by email.

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:
 - via PayPal service;
 - if explicitly agreed, you can also pay the Purchase Price by wire transfer to our bank account based on the invoice. Unless otherwise agreed, the invoice is due within 14 days.
2. If you are ordering our goods via the configurator on our website, a deposit of 50% of the Purchase Price is required due to custom production of the goods. This deposit is non-refundable after the conclusion of the Agreement (unless there is any fault or breach of duty on our part).
3. If there is an obvious error in the stated Purchase Price (e.g. goods that we sell on the website for less than 10% of the normal price), we are not obliged to deliver the goods with such an obviously incorrect Purchase Price and if the Agreement with such an incorrect Purchase Price has already been concluded between us, we are entitled to withdraw from the Agreement. We will, of course, inform you of the error without undue delay and send you an amended Offer by e-mail. This shall be deemed to be a new draft of the Agreement, in which case the Agreement shall only be concluded upon your confirmation that you agree to the new Purchase Price.
4. 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.
5. If you pay the Purchase Price cashless, it is deemed to be paid at the moment of crediting the relevant amount to our account or upon receipt of the confirmation of the transaction. We will dispatch the goods promptly thereafter unless we have agreed otherwise.
6. Together with the Purchase Price, you are also obliged to pay us the costs associated with the packaging and delivery of the goods in the agreed amount.
7. For each payment we will issue an invoice. This will comply with the legal requirements. The payment will be due within 14 days of its sending to your e-mail address.
8. We are not VAT payers. The purchase price includes all taxes and fees.

IV. Delivery of the goods

1. If you are a consumer and unless we agree otherwise, we will deliver the goods to you within 30 days of the conclusion of the Agreement, otherwise you may withdraw from the Agreement.
2. You shall take over the goods. If you do not take it over, we will consider it to be a withdrawal from the Agreement. 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. If you do not accept the goods, the risk of damage to the goods passes to you.
3. Upon delivery, we recommend checking its condition. If there is damage to the package or other obvious defect, you may refuse to accept the package, or you may draw up a delivery report with the carrier with reservations. Please inform us of the damage found and document the damage if possible. If you are a business, you are required to inspect the delivery within 3 business days.
4. In the event of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures, etc.), we are entitled to extend the delivery date for the duration of the force majeure, and we will not be liable to you for any damages incurred due to late delivery.
5. In the event that the capacity of carriers is at capacity or the type of transport is inappropriate for the characteristics of the shipment, we are entitled to change the method of transport at our best discretion or to use our own transport. We will inform you of this change by e-mail.

V. Withdrawal from the Agreement

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 Agreement outside of his/her business.
2. According to the Civil Code, as a consumer you have the right to withdraw from an agreement concluded at a distance, e.g. via the internet or e-mail, within 14 days of receipt of the goods. If we send you the goods in several shipments, the withdrawal period is calculated from the receipt of the last shipment. On the contrary, if we deliver the goods to you regularly, the withdrawal period is calculated from the delivery of the first delivery.
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 Agreement 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 Agreement, please contact us by any means.
5. In the event of withdrawal from the Agreement, the Agreement is cancelled from the beginning. This means that you will return the goods to us and we will refund the Purchase Price paid, including the lowest postage we offer. You must send the goods to us within 14 days of withdrawal from the Agreement. You bear the cost of sending the goods back to us.
6. In the event of withdrawal from the Agreement, we will refund the Purchase Price to you by the same means as we originally accepted it from you. However, we may agree on a different refund of the Purchase Price. We will return the Purchase Price to you within 14 days. However, we may delay payment until we receive the returned goods back or until you can prove to us that you have sent the goods (for example, by confirmation from the carrier).
7. You may try the goods (except as set out above), but only to familiarise yourself with their nature, features and functionality as you would in a shop. If you try or use the goods more and the handling somehow diminishes their value, we may refund the amount less the cost of restoring the goods to their original condition so that we can sell them to other customers.

8. If we have sent any additional free performance - a gift - together with the goods, you must return this free performance in the event of withdrawal from the Agreement.

VI. 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.

Complaints

1. We are responsible for the goods being free from defects on receipt. In particular, we are responsible for the fact that the goods:
 - correspond to the agreed description, type and quantity as well as quality, functionality, compatibility, interoperability and other agreed characteristics;
 - are suitable for the purpose for which you require them and to which we have agreed;
 - are supplied with the agreed accessories and instructions for use, including assembly or installation instructions if required for the goods.
2. We are further liable:
 - the goods are fit for the purpose for which goods of this kind are normally used, including with regard to the rights of third parties, legislation, technical standards or industry codes of practice, if there are no such technical standards;
 - the goods correspond in quantity, quality and other characteristics, including durability, functionality, compatibility and safety, to the usual characteristics of goods of the same kind that you can reasonably expect, even taking into account public statements made by us or by another person in the same contractual chain, in particular advertising or labelling;
 - the goods are supplied with such accessories, including packaging, assembly instructions and other instructions for use, as you might reasonably expect;
 - the goods correspond in quality or workmanship to the sample or specimen we provided to you prior to the Agreement.

We are not liable for the last four points of this paragraph if we specifically advised you prior to concluding the Agreement that a feature of the goods is different and you have expressly agreed to this when concluding the Agreement.
3. If you are an entrepreneur, we are liable for delivering the goods to you or to the carrier in the agreed quantity, quality and design.
4. If you have purchased goods that were defective and have been discounted because of the defect, we will not be liable for the defect for which the goods were discounted. However, we are responsible for other defects in such goods.
5. You may exercise your rights under defective performance within two years of receiving the goods, if you are a consumer. If the defect becomes apparent within one year of receipt, the goods are deemed to have been defective upon receipt, unless the nature of the product or the defect preclude it. This period does not run for the time during which you cannot use the item, if you have rightly complained about the defect.
6. You do not have the right under defective performance if you caused the defect. A defect in the goods is not normal wear and tear from normal use.
7. You can make a complaint electronically at our e-mail or by letter.
8. If you wish to make a complaint, please tell us:
 - your contact details;
 - a description of the defect in the goods (e.g. a knife cannot be opened);
 - the way you want us to resolve the complaint (e.g. I would like the blade to be repaired);
 - proof of purchase of the goods (preferably by attaching a proof of purchase).

9. If you think the goods are defective, please send them to us at the above address together with the claim form. The goods should be packed in suitable packaging to prevent damage to the goods and must be clean and complete in transit. Otherwise, we are not obliged to deal with the claim and will send the goods back at your expense.
10. At your option, you may request:
 - delivery of new goods without the defect; or
 - repair the goods,
 - unless your chosen method of rectifying the defect is impossible or disproportionately expensive for us compared to the other. In this case, we may refuse to repair the defect, having regard in particular to the significance of the defect and the value that the goods would have had without the defect.
11. In these cases, you may demand a reasonable discount or withdraw from the Agreement:
 - if we have refused to remedy the defect or have not remedied it within a reasonable time after you pointed it out to us in a way that does not cause you significant inconvenience;
 - where the defect is repeated, which means three or more times;
 - where the defect is a material breach of Agreement;
 - where it is clear from our statement or the circumstances that we will not remedy the defect within a reasonable time or without substantial inconvenience to you.
12. However, you cannot withdraw from the Agreement unless the defect in the goods is significant.
13. You may assert your rights under the defective performance directly against us. However, if someone else is appointed by us to carry out the repair and is available in our area or at a location nearer to you, please reproach the person appointed to carry out the repair.
14. You do not have to pay us the outstanding purchase price or any part thereof until we have fulfilled our obligations under the defective performance, if you are a consumer.
15. If you have entered into the Agreement as an entrepreneur and the goods delivered are defective, you must notify us within 5 working days of receipt. You are obliged to enclose photographs of the defect with this notification. You are then obliged to send the goods back to us within a further 5 working days (unless we agree on another way to resolve the complaint). If the goods are not returned within this period or are returned damaged, we may not accept them.
16. Unless someone else is appointed to repair the goods, we are obliged to accept the complaint at any premises where it is possible in view of the range of goods sold, or even at our headquarters.
17. When you make a complaint, we will issue you with an electronic confirmation stating the date on which you made the complaint, what it contains, the method of handling the complaint and your contact details so that we can let you know when the complaint has been handled.
18. If you are a consumer, we will deal with the complaint (including rectifying the defect) within 30 days of the complaint being made and inform you of this. We may jointly agree a longer period. If we do not comply with the 30day period, you may withdraw from the Agreement or claim a reasonable discount.
19. In you are an entrepreneur, we will deal with your complaint as soon as possible, but there is no fixed time limit.
20. Once we have dealt with your complaint, we will issue you with an electronic confirmation of the date and method of dealing with the claim, including confirmation of the repair and the duration of the repair, or a written confirmation of the rejection of the complaint.
21. If you are a consumer, you are entitled to be reimbursed for the reasonable costs incurred in pursuing the complaint (if justified and acknowledged), such costs being understood to be the lowest possible. You must apply for reimbursement of costs within one month after the end of the time limit for raising a complaint, otherwise you may not be reimbursed.
22. Before using any goods for the first time, you must read the instructions for use, if we send them to you electronically or with the goods, and then follow them. Otherwise, you

run the risk of damaging the goods by improper use and you will not be able to claim the defect under your rights under the liability for defects.

VII. What are our other rights and obligations to each other?

1. We handle your complaints via the contact email address. We will send you information about the handling of your complaint to your email address.
2. The Czech Trade Inspection Authority (Česká obchodní inspekce), with its registered office at Štěpánská 44, 110 00, Prague 1, ID No.: 000 20 869, internet address: www.adr.coi.cz, is competent for the out-of-court settlement of consumer disputes arising from a purchase contract. Resolution will only be initiated at your request, in the event that it is not possible to resolve the dispute directly with us. You can file a claim within 1 year from the date you first exercised your right with us.
3. You may use the online platform located at <http://ec.europa.eu/consumers/odr> to resolve disputes arising from the Agreement.
4. We are authorised to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade authority. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, as amended.
5. We may deliver all written correspondence to each other by electronic mail.

VIII. Final Provisions

1. We will send you confirmation of the conclusion of the Agreement by e-mail. The Agreement itself, including these T&C, is archived in electronic form and is not publicly available. If you need it, please write to us and we will be happy to send it to you.
2. We shall not be liable for any errors resulting from third party interference with the Website or from its use contrary to its intended purpose.
3. All our rights to the website, in particular the copyright in the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to us. You are prohibited from copying, modifying or otherwise using the website or any part of it without our permission.
4. We are not bound by any codes of conduct in relation to you.
5. In the event of force majeure, we shall not be liable for any damage caused by or in connection with the force majeure event and if the force majeure event continues for more than 10 days, we shall be entitled to withdraw from the Agreement.

These T&C are effective on 1.11.2023

You may find the previous version of the T&C [here](#).

Notice of contract withdrawal

Anna Unčovská, ID: 086 60 891, Lovčice 284, 696 39 Lovčice, Czech Republic, the Czech Republic,

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

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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

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Address

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Signature

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Date

.....

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