

GENERAL TERMS AND CONDITIONS (GTC)

I. Basic Provisions

These General Terms and Conditions (hereinafter referred to as the "GTC") govern the legal relations between the seller, Lumetta atelier, and the buyer.

Seller:

- **Company name / Name:** Lumetta atelier / Igor Holas
- **Registered office:** Zlatá Koruna 49, Český Krumlov 382 02, Czech Republic
- **Company ID (IČO):** 71667563
- **Email:** info@lumetta.cz
- **Phone:** +420 725 526 486

Legal relations not regulated by these GTC are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), and, if the buyer is a consumer, also by Act No. 634/1992 Coll., on Consumer Protection, as amended.

A consumer is any individual who, outside the scope of their business activity or outside the independent exercise of their profession, enters into a contract with the seller or deals with them in any other way.

A business entity (entrepreneur) is an individual or legal entity that independently carries out a gainful activity on their own account and responsibility under a trade license or in a similar manner with the intention to do so systematically for profit. If the buyer provides billing details with an ID number (IČO) when purchasing, they acknowledge that consumer protection provisions do not apply to them.

II. Conclusion of the Purchase Contract and Purchase Price

- All catalogue prices of goods are final, every alternation of the goods in terms of colour and material (porcelain, stoneware, crystal, borosilicate glass etc.) are subject of additional negotiation.
- Displaying goods with a price in the store constitutes an offer to enter into a purchase contract.
- The purchase contract is concluded at the moment the buyer pays the purchase price for the goods at the seller's cash register and receives the goods, or by paying a deposit and receiving proof of purchase.
- The seller is obliged to issue the buyer a written proof of purchase (receipt / tax invoice) containing the date of sale, description of the goods, quantity, and price.

III. Custom Production and Goods Customized to Customer Requirements

- **Subject of custom production and specification:** The provisions of this article apply to goods that are not standard mass-produced items and are custom-made, assembled, or customized according to the buyer's specific requirements (e.g., choice of specific dimensions, colour, surface finish, cable type, metal components, or other custom features).

- **Binding confirmation of specification:** The buyer shall receive a written draft specification of the order from the seller (e.g., via a quote, form, or e-mail) containing exact parameters, price, and estimated delivery date.
- **Binding conclusion:** The binding conclusion of the contract and approval of the specification occur upon written confirmation by the buyer (via email or signature at the store) and the simultaneous payment of the agreed deposit. Subsequent verbal agreements or unconfirmed changes will not be taken into consideration.
- **Payment scheme for custom orders:** For custom production, a deposit of 50% of the agreed price is standardly required. Production will commence after the deposit is credited to the seller's account and the final specification is agreed upon. The remaining balance of the price is payable prior to handover or installation, unless agreed otherwise individually.
- Custom production will commence at the earliest on the day following the day the deposit is credited to the seller's bank account or paid in cash/by card at the store.
- **Changes to specification by the buyer during production:** Any additional changes to the order parameters requested by the buyer after the binding confirmation of specification are subject to the written consent of the seller.
- The seller is entitled, as a result of approved additional changes, to reasonably adjust the final price (to cover costs of already initiated production or additional materials) and extend the delivery date.
- **Exclusion of the right of withdrawal:** Buyers acknowledge that for goods customized according to the buyer's wishes or for their person, it is not possible to withdraw from the purchase contract without giving a reason, even if the contract was exceptionally concluded at a distance (Section 1837(d) of the Civil Code). The seller is entitled to a reasonable financial compensation to cover costs of already initiated production.
- **Handover of goods and installation:** If the order includes the installation of lighting fixtures or other elements at the buyer's site, the buyer is obliged to ensure the structural and technical readiness of the installation site in accordance with the seller's instructions.
- The parties shall draw up a handover protocol regarding the delivery and acceptance of the completed order (or execution of installation). The buyer is obliged to report any obvious defects immediately upon handover in the protocol.
- **Failure to provide cooperation by the buyer:** If the buyer fails to provide necessary cooperation to the seller (e.g., does not approve specifications on time, does not allow access to the installation site, or fails to complete structural readiness), the delivery date shall be extended by the duration of the buyer's delay.
- If the buyer is in default with taking over the finished order or paying the remaining balance for more than 30 days, the seller is entitled to charge a storage fee of CZK 100 for each day of delay, or to withdraw from the contract and offset the deposit paid against damages incurred and expediently expended costs.

IV. Payment Terms

The buyer pays the purchase price directly at the store using the following methods:

- in cash in Czech currency (CZK),
- by bank transfer,
- by a gift voucher issued by the seller (according to the terms of the voucher).

Ownership of the goods passes to the buyer only after **full payment** of the agreed purchase price and acceptance of the goods. Until then it is the property of the seller.

V. Handover and Inspection of Goods

- The buyer takes over the goods directly at the store upon purchase, or at the chosen address upon courier delivery.
- The buyer is obliged to inspect the goods upon takeover (in particular for obvious defects, mechanical damage to packaging or product, and completeness of the package).

VI. Exchange and Return of Goods

Beyond statutory obligations, the seller voluntarily provides the consumer-buyer with the option to exchange faultless goods under the following conditions:

- The goods are returned within 7 days of purchase (i.e., from payment of the full amount).
- The goods are completely unused, undamaged, in their original intact packaging, and with original tags attached.
- The buyer presents the original proof of purchase (receipt).

Upon meeting the above conditions, the seller shall offer the buyer:

- An exchange for other goods of equal or higher value (with payment of the difference),
- Or the issuance of a gift voucher equal to the value of the returned goods.

VII. Rights Arising from Defective Performance (Claims/Warranty)

- The seller is liable to the buyer that the goods are free from defects upon takeover and that they correspond to the agreed description, quality, and purpose. For hand-blown glass and handmade porcelain, certain variations between individual pieces are natural. Minor deviations in dimensions, structure, shade, pattern, air bubbles, etc., arising from the nature of handmade production do not in themselves constitute a defect, provided they genuinely correspond to the nature of the product and agreed properties.
- The consumer-buyer is entitled to exercise the right arising from a defect that occurs in consumer goods within 24 months of takeover.
- The buyer files a claim in person at the Lumetta atelier store at: Panská 12, České Budějovice, by presenting the claimed goods and proof of purchase (or by otherwise proving purchase with the seller).
- The seller shall issue the buyer a written confirmation of the claim (claim protocol), which contains the date of claim, description of defect, and requested method of resolution.
- Claims, including defect removal, will be settled without undue delay, no later than 30 days from the date the claim was lodged, unless the seller and consumer agree on a longer period.

VIII. Out-of-Court Settlement of Consumer Disputes

The entity competent for out-of-court settlement of consumer disputes arising from a purchase contract is:

Czech Trade Inspection Authority (Česká obchodní inspekce – ČOI), Registered office: Štěpánská 567/15, 120 00 Prague 2, Czech Republic, Website: <https://www.coi.cz>.

IX. Final Provisions

- If the relationship established by the purchase contract contains an international (foreign) element, both parties agree that the relationship shall be governed by Czech law. This does not affect consumer rights arising from generally binding legal regulations.
- Please note that information on the website may contain factual inaccuracies and may be updated. We reserve the right to modify products and services described on our website at any time for update purposes. We also reserve the right to update and supplement these terms as necessary.
- These General Terms and Conditions are freely available for inspection at the Lumetta atelier store and published on the website <https://www.lumetta.cz/>.
- All legal relations arising between the seller and the buyer are governed by the legal order of the Czech Republic.
- If our legal relationship with you contains an international element (e.g., shipping goods outside the territory of the Czech Republic), the relationship will always be governed by the laws of the Czech Republic. However, if you are a consumer, this agreement does not affect your statutory rights under applicable laws.
- All written correspondence will be delivered electronically via email. Our email address is listed in our contact details. We will deliver correspondence to your email address specified in the contract, user account, or through the address you used to contact us.
- In cases of force majeure or unpredictable events (natural disasters, pandemics, operational disruptions, subcontractor outages, etc.), we shall not be liable for damages caused as a result of or in connection with force majeure events. If the force majeure state lasts for more than 10 days, both you and we have the right to withdraw from the contract.

These General Terms and Conditions enter into force and take effect on 01. 01. 2024.