

TERMS AND CONDITIONS

These Terms and Conditions apply to purchases made in the online store operated by DAVID sport Harrachov s.r.o., in liquidation from 1.12. 2025.

1. General provisions

These Terms and Conditions are valid for purchases in the www.davidsport.cz online store and specify the rights and obligations of the Seller and the Buyer. Relationships not regulated by these Terms and Conditions are governed by Act No. 89/2012 Coll., the Civil Code. If the party to the contract is a consumer, the relations not regulated by the Terms and Conditions and Act No. 634/1992 Coll., on Consumer Protection.

1.1 Definitions

- A consumer contract is a contract concluded with a consumer by an entrepreneur (seller).
- The Seller is the company David sport Harrachov s.r.o., with its registered office at Mánesova 866/23,120 00 Prague 2 - Vinohrady, Company ID: 283 80 746, registered in the Commercial Register in Section C., Insert 137493 kept by the Municipal Court in Prague, is a person who, when concluding and performing a contract, acts within the framework of his business or other business activities. It is an entrepreneur who directly or through other entrepreneurs supplies products or provides services to the buyer.
E-mail: info@davidsport.cz
Tel.: +420 731 655 330-1, every working day from 10:00 a.m. to 5:00 p.m.
- A consumer is a person who, outside the scope of his business activity or outside the framework of the independent exercise of his profession, enters a contract with an entrepreneur or otherwise negotiates with him.
- A seller (entrepreneur) is a person who, when concluding and performing a contract, acts within the framework of his business or other business activity. It is an entrepreneur who directly or through other entrepreneurs supplies products or provides services to the buyer.

- A buyer is a person who enters a purchase contract with the seller for the purchase of goods in the online store and is obliged to pay the price for the goods and, if applicable, other costs associated with the delivery of the goods. Regarding the applicable legislation, a distinction is made between a buyer – a consumer (hereinafter also a consumer) and a buyer who is not a consumer. A buyer who is not a consumer is an entrepreneur who purchases products or uses services for the purpose of his business with those products or services. This buyer is governed by the Terms and Conditions to the extent that they apply and the Civil Code (whereby according to Section 2158 (1) of the Civil Code, its provisions of Sections 2158 to 2174 do not apply).
- The Buyer's order is a draft of the purchase contract and the purchase contract itself (hereinafter referred to as the contract) is concluded now of delivery of the seller's binding consent to the buyer's proposal (binding confirmation of the order by the seller). From this point on, mutual rights and obligations arise between the buyer and the seller from the purchase contract.

2. Information about the concluded contract and terms and conditions

2.1 Order validity

- The condition for the validity of the order is to fill in all the prescribed data and requisites in the order form. The Seller is obliged to immediately confirm receipt of the Buyer by means of a means of distance communication. The buyer is obliged to correctly and completely fill in the information of his e-mail address in the order to confirm the receipt of the order.

2.2 Consumer Order

- By submitting an order, the buyer confirms that he has read these terms and conditions and that he agrees with them. The buyer is sufficiently notified of these terms and conditions before the actual execution of the order and could familiarize himself with them in advance and keep them for repeated display. These Terms and Conditions are an integral part of the concluded contract. The contract is concluded in Czech, unless circumstances on the part of the seller or consumer prevent it, the contract may also be concluded in another language understandable to the parties. The concluded contract is archived

by the seller in electronic form for a period of one year for the purpose of its successful performance and is not accessible to third parties. The consumer has access to it, if he has previously opened an account on the online store. Information about the individual technical steps leading to the conclusion of the contract is evident from the ordering process in our online store and the buyer could check and possibly correct the order before sending it. These Terms and Conditions are displayed on the website of our online store and thus allow them to be archived and reproduced by the buyer.

- The buyer becomes the owner of the ordered goods only after full payment of the purchase price. However, the risk of damage to the goods passes to the buyer upon receipt of the goods.

Delivery and payment terms

2.3 Payment Method:

- a) Payment by cash on delivery in the Czech Republic.
- b) Payment by cash on delivery outside the Czech Republic is only possible to Slovakia.

In the case of the cash on delivery payment method, the buyer pays the price of the goods and postage through the carrier upon receipt of the shipment.

- c) Payment by bank transfer: after confirming the order, the buyer will receive an email containing the necessary payment details (account number, variable symbol and required amount). After the money is credited to the seller's account, the goods are shipped within 3 days.

All prices of goods are listed for individual products. In addition to the price for the goods, the buyer is obliged to pay the price for postage.

POSTAGE PRICE in the Czech Republic:

- the price is CZK 150 for the purchase of goods with a total value of CZK 0 to 2000.
- the price of postage for the purchase of goods with a total value of CZK 2,001 is FREE.

The price of postage in the territory of the Slovak Republic is 400 CZK.

The price of postage to other countries is governed by the valid price list of the Czech Post.

2.4 Mode of Transportation. You can choose from the following shipping methods:

- a) transport in the Czech Republic: via the Czech Post – Parcel to Hand. This is an express transport of the Czech Post, where the parcel is delivered within 1-2 days of submission.
 - b) Shipping in the Czech Republic: via DPD this is standard transport by DPD in the Czech Republic, where the package is delivered within 1-3 days of delivery.
 - c) Shipping to Slovakia: By Czech Post - Delivery time is about 3-4 working days from submission.
 - d) Shipping to other countries: By Czech Post - Delivery time is about 3 -7 working days from submission and it is possible to send only after payment of the goods by bank transfer.
 - e) After the shipment is sent, a message is sent to the buyer by email stating that the shipment has been handed over for transport, provided that the email address is provided.
- The Buyer is obliged to accept the ordered goods upon delivery at the place specified by him, in this context the Buyer is obliged to provide the correct and complete postal address for the delivery of the ordered goods. The buyer is obliged to remove the ordered goods and pay the total price. The buyer agrees with the total price in advance, even before the binding confirmation and dispatch of the order.
 - The buyer is obliged to inspect the shipment upon receipt of the shipment to determine whether the packaging is intact and whether the shipment does not show obvious signs of damage. If the buyer finds out that the delivered shipment is damaged, he is not obliged to accept the shipment and draws up a damage report with the carrier.
 - Immediately afterwards, the buyer notifies the seller that the shipment has been damaged during transport.

2.5 Price and delivery time

- All prices of goods are listed for individual products. In addition to the price for the goods, the buyer is obliged to pay the price of postage, (see Delivery and payment terms, Shipping method).
- The seller reserves the right to change the prices of the goods.
- In the case of goods that are unavailable from the supplier for a long time, the seller will notify the buyer of this fact and will individually agree with the buyer on a possible change in the order or withdrawal from the contract. If the order has already been paid in advance in this case, the seller will refund the buyer the full amount for the order to the buyer's account within 7 days of the buyer's or seller's withdrawal or the conclusion of an agreement to cancel the order.

- Unless otherwise stated for a specific item, it is automatically in stock. Some goods can be ordered from our suppliers. If it is not currently in stock, when you add it to the cart, you will see the message: "Currently out of stock, please contact us if you are interested". In this case, you will be informed of the delivery time by phone or email.
- Delivery times depend on the time of your order. Orders until 10:00 are dispatched on the day of the order. Orders after 10:00 are shipped the next working day. Indicative data only. In each district, the pickup times by the shipping company are different. Orders outside working days (weekends, holidays) are dispatched on the first working day after the day off. When paying in advance, your order will be shipped within the 3rd working day after receiving your payment. In the event of extraordinary unavailability of the goods of your order, you will be informed about this by email as soon as possible.

3. Right of withdrawal

- The Seller reserves the right to withdraw from the concluded contract if the goods are no longer produced or delivered, or the price of the goods has changed significantly. In the event of withdrawal from the contract by the seller, the buyer will be contacted immediately. If the goods have already been paid, the funds will be transferred back to the buyer's account without undue delay, or another form of refund can be agreed. In case of a refund,

the seller recommends that the buyer state the account number in the order (for a faster refund option). If the buyer does not have a bank account, the money will be returned to him by postal order within four weeks at the latest. The refund will be made to the account within two weeks at the latest.

- The seller allows the consumer to withdraw from the contract within 14 days of receipt of the goods pursuant to Section 1829 (1) of the Civil Code. The consumer thus has the right to return the goods without giving a reason and without any sanction. If the buyer consumer decides to exercise this right, it is sufficient to send the seller withdrawal from the contract before the expiry of the relevant period (we recommend that this is preferably done in writing, which ensures easier use.
- provability of the legal act by which the contract is cancelled). Furthermore, the buyer is obliged to return to the seller the goods received under the contract within 14 days of withdrawing from the contract, in an undamaged condition, complete (including accessories, warranty card, instructions, etc.) and with a proof of purchase of the goods (or with another document proving the purchase of the product from the seller). The buyer can also withdraw from the contract before the goods are dispatched - by email to info@davidSPORT.cz. To withdraw the consumer, the consumer can use the sample form located on our online store [HERE](#).
- In the event of withdrawal from the contract, the consumer shall bear the following in accordance with the provisions of Section 1820 (1) of the Civil Code. 1 lit. (g) the costs associated with the return of the goods.
- If the consumer withdraws from the contract, the seller shall refund the consumer without undue delay, no later than 14 days from the date on which he received the notice of withdrawal, all payments received from the consumer, including the costs of delivery (except for additional costs incurred as a result of the consumer's chosen method of delivery, which is different from the cheapest standard delivery method offered by the seller). For the refund, the seller will use the same means of payment that the consumer used to make the initial transaction, unless he has explicitly stated otherwise and unless he incurs additional costs. However, the seller will only refund the payment after receiving the returned goods or if the consumer proves that he has sent the goods back, whichever comes first.

Warning

Each item has a label. We recommend leaving this label firmly attached to the garment. If the label is not affixed when returning the goods, the seller may claim appropriate financial compensation against the buyer consumer. If the returned goods are incomplete, damaged or visibly worn, we will claim damages against the buyer (in practice, this is done in the form of offsetting the refunded purchase price against the seller). However, the right of the consumer buyer to withdraw from the contract without any penalty is not affected by this in any way.

- In the event of a consumer's withdrawal, the consumer is obliged to return everything he has received based on the purchase contract (e.g. if goods are returned, which included an event, a bonus, then this must also be returned). The goods should be properly packaged by the consumer for transport to protect them from damage. If the above conditions are not met, the Seller may claim compensation from the Consumer for damages consisting in a decrease in the value of the returned goods, as specified in point 2.2. This is in no way without prejudice to the consumer's right to withdrawal from the contract without penalty. The cost of returning the goods is borne by the consumer, so it is not possible to send the goods on delivery.
- The seller and the buyer can agree to cancel the contract if the goods have not yet been handed over for transport. If the goods have already been paid in advance, the seller will refund the buyer the full amount for the goods to the buyer's account within 14 days of concluding the agreement on the cancellation of the contract.
- The Operator/Seller reserves the right to correct the price of the goods before the goods are dispatched if they find that the goods were offered at an incorrect price. In this case, they **must inform the customer of the correct price, and the customer must agree to the price adjustment**. Otherwise, the purchase contract will not be concluded, and the order will be cancelled by the operator.

4. Information on the scope, conditions and manner of claiming liability for defective performance in relation to the consumer (complaint)

These terms and conditions governing the seller's liability for defects in the goods sold apply to the buyer, who is a consumer. They are thus governed primarily by the Civil Code and the Consumer Protection Act. The relationship between the buyer (not the consumer) and the seller from liability for defects is governed by the Civil Code.

4.1 Defects in goods upon receipt

- The buyer inspects the goods upon receipt and makes sure of their properties and quantity.
- The seller replies to the consumer that the item has no defects when it is accepted. If the defect becomes apparent within six months of receipt, it is considered that the item was defective at the time of receipt. If the goods have defects upon receipt, the consumer may also demand the delivery of a new item without defects, unless this is disproportionate due to the nature of the defect, but if the defect concerns only a part of the item, the consumer may only request the replacement of the part; If this is not possible, he may withdraw from the contract. However, if this is disproportionate due to the nature of the defect, especially if the defect can be removed without undue delay, the buyer has the right to have the defect removed free of charge. The seller has the right to deliver a new item or replace a part even in the case of a removable defect, if he cannot use the item properly due to the repeated occurrence of the defect after repair or due to a larger number of defects. In such a case, the consumer also has the right to withdraw from the contract. If the consumer does not withdraw from the contract or does not exercise the right to the delivery of a new item without defects, to the replacement of its component or to the repair of the item, he may request a reasonable discount. The consumer is entitled to a reasonable discount even if the seller cannot deliver a new item without defects, replace a part of it or repair the item, as well as if the seller fails to remedy the goods within a reasonable time or if the remedy would cause significant difficulties to the consumer.

4.2 Statutory liability for defects after receipt of the goods

- The buyer is entitled to exercise the right arising from a defect (file a complaint) that occurs with the consumer goods within twenty-four months of receipt. If the buyer so requests, the seller will confirm in writing to him to what extent and for how long his obligations last in the event of defective performance.
- If the defective performance is a material breach of contract, the buyer has the right to
 - a) to remedy the defect by supplying a new item without the defect or by delivering the missing item,
 - b) to remove the defect by repairing the item,
 - c) a reasonable discount on the purchase price, or
 - d) withdraw from the contract.
- The buyer shall inform the seller of the right he has chosen when notifying the defect or without undue delay after notifying the defect. The choice made cannot be changed by the buyer without the consent of the seller; This does not apply if the buyer has requested the repair of a defect that turns out to be irreparable. If the Seller fails to remove the defects within a reasonable period or notifies the Buyer that it will not remove the defects, the Buyer may demand a reasonable discount on the purchase price instead of removing the defect or may withdraw from the contract. If the buyer does not choose his right in time, he has the same rights as in the case of a minor breach of contract.
- If the defective performance is a minor breach of contract, the buyer has the right to have the defect removed or to a reasonable discount on the purchase price. Until the buyer exercises the right to a discount on the purchase price or withdraws from the contract, the seller can deliver what is missing or remove the legal defect. Other defects may be removed by the seller at his choice by repairing the item or delivering a new item; The choice must not cause disproportionate costs to the buyer. If the seller fails to remove the defect in time or refuses to remove the defect, the buyer may request a discount on the purchase price or may withdraw from the contract. The buyer cannot change the choice made without the consent of the seller.

- When delivering a new item, the buyer returns the originally delivered item to the seller at the seller's expense. Thus, the customer pays for the postage when returning or exchanging the goods himself.
- The place to file a complaint is the registered office of the seller listed above.
- The seller decides on the consumer's complaint immediately, in complex cases within three working days. This period does not include the time required for the professional assessment of the defect according to the type of goods. The complaint, including the removal of the defect, must be settled without undue delay, no later than 30 days from the date of filing the complaint, unless the seller and the consumer agree on a longer period. The expiry of this period in vain is considered a material breach of contract.
- If the consumer exercises the right arising from defective performance, the seller will confirm when he exercised the right, as well as the repair and its duration.

5. Privacy Policy

- Personal data (name, surname and address, telephone and electronic contact) of buyers are stored in accordance with the applicable laws of the Czech Republic, in particular the Personal Data Protection Act No. 101/2000 Coll., as amended. All data obtained from buyers is used by the seller exclusively for the internal needs of the online store (for the purpose of successful performance of the contract) and is not provided to third parties. The exceptions are external carriers, to whom the personal data of customers are transferred to the minimum extent necessary for the smooth delivery of goods, the bank that participates in the processing of the order. The buyer expressly agrees to these exceptions by submitting the order. Customers' personal data is fully secured against misuse. The data is stored and not shared with third-party applications. By placing an order, the Buyer provides his/her personal data voluntarily and agrees to the processing and collection of his/her personal data (name, surname, address) in the Seller's database, even after the successful performance of the contract for the purpose of a possible offer of a deal or services by the Seller, until the Buyer expresses his/her disagreement with this processing in writing. The buyer has the right to access and correct their personal data, including other legal rights to such data.

6. Consumer disputes

- The subject of out-of-court settlement of consumer disputes around disputes between the seller and the buyer-consumer, if no agreement is reached on the subject matter of the consumer dispute, is

Czech Trade Inspection Authority.

Central Inspectorate – ADR Department

Štěpánská 15

120 00 Prague 2

Email: adr@coi.cz

Web: adr.coi.cz

The rules set by the Czech Trade Inspection Authority, which govern the procedure for out-of-court settlement of consumer disputes in accordance with Act No. 634/1992 Coll., on Consumer Protection, as amended, as well as the application form, are available to consumers at adr.coi.cz.

7. Intellectual Property

- The content of the Seller's online shop (www.davidsport.cz) is subject to the protection of industrial rights in accordance with the applicable legislation.

8. Final Arrangements

- These Terms and Conditions shall be effective on the date of their publication on the Online Shop and shall be binding on all orders placed on that date as well as thereafter. The Seller reserves the right to change these Terms and Conditions. The new wording of the Terms and Conditions shall be published by the Seller on the Online Shop, which will invalidate the validity of the previous Terms and Conditions.

WHEN REDEEMING ANY DISCOUNT CARDS, PLEASE NOTE THAT DISCOUNTS ARE NOT CUMULATIVE. No cards can be redeemed for already discounted goods!

General Terms and Conditions for the Use of Rechargeable Gift Vouchers

1. Gift vouchers can be redeemed in all our stores and on the e-shop www.davidsport.cz. Details and more can be found at www.davidsport.cz/obchodnipodminky.html
2. Gift vouchers are valid indefinitely. Cash withdrawals or refunds are not possible in the event of loss or damage to the voucher.
3. The gift voucher is usually activated within 24 hours after purchase.
4. When redeeming a voucher on our e-shop, it is necessary to redeem the voucher in its full value!! If you redeem a voucher larger than the amount for the goods, your money will not be refunded!
5. If you return goods from an e-shop order for which you have used a gift voucher, a new voucher will be issued to you. A refund is not possible in this case.
6. If you return goods purchased in our stores, the money will be returned to your gift voucher.
7. Gift vouchers cannot be redeemed retroactively for an order. Vouchers cannot be exchanged and cannot be blocked.