

# General Terms and Conditions



**PEG spol s r.o.**

Baarova 49

140 00 Praha 4

ID: 45278784

VAT ID: CZ45278784

Registered in Commercial Register by the Municipal Court in Praha, section C9881  
dále jen („prodávající“)

Všeobecné obchodní podmínky společnosti PEG spol. s r.o. v platném znění od  
1.2.2026.

## **1. Introductory Provisions**

1.1. These General Terms and Conditions (the "GTC") govern, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"), the mutual rights and obligations of the contractual parties arising in connection with the conclusion of a purchase contract between the Seller and the Buyer.

1.2. The Buyer shall mean:

- a consumer, i.e. a natural person who does not act within the scope of his or her business activity or independent profession when concluding and performing the contract; or
- a business customer, i.e. a person acting within the scope of his or her business activity or profession.

1.3. Provisions of these GTC that explicitly apply only to consumers or only to business customers shall not apply to the other category of Buyers.

1.4. These GTC form an integral part of the purchase contract. Deviating provisions agreed in the purchase contract shall prevail over these GTC.

## **2. Conclusion of the Purchase Contract**

2.1. The purchase contract is concluded at the moment when the Seller delivers to the Buyer a confirmation of the Buyer's order, typically by e-mail. An order is usually preceded by a price quotation issued by the Seller.

2.2. The order confirmation contains in particular the specification of the goods, the purchase price, any delivery costs, and the estimated delivery date.

2.3. A tax document (invoice) is not considered a proposal or confirmation of the conclusion of the purchase contract and serves exclusively for accounting and tax purposes.

## **3. Price and Payment Terms**

3.1. Purchase prices are agreed individually and are valid as of the date of order confirmation.

3.2. The Seller is entitled to request an advance payment, in particular in the case of custom-made goods or supplies of higher value.

3.3. The purchase price is payable in the manner specified in the order confirmation or invoice. In the case of non-cash payment, the purchase price is deemed paid upon crediting the relevant amount to the Seller's bank account.

3.4. In the event of the Buyer's delay with payment, the Seller is entitled to claim statutory default interest.

#### **4. Delivery of Goods and Transfer of Risk**

4.1. Goods shall be delivered in the manner agreed in the purchase contract or in the order confirmation.

4.2. Consumer: The risk of damage to the goods passes to the consumer upon acceptance of the goods.

4.3. Business customer: The risk of damage to the goods passes to the business customer upon handover of the goods to the first carrier.

4.4. Installation or commissioning of the goods is not included unless expressly agreed otherwise.

#### **5. Withdrawal from the Contract – Consumer**

5.1. A consumer has the right to withdraw from a distance contract within fourteen (14) days from the date of acceptance of the goods, in accordance with Sections 1829 et seq. of the Civil Code.

5.2. The right of withdrawal does not apply in cases stipulated in Section 1837 of the Civil Code, in particular to goods manufactured according to the consumer's requirements or customized to the consumer's personal needs.

#### **6. Rights Arising from Defective Performance and Warranty**

6.1. Rights and obligations arising from defective performance are governed by the relevant provisions of the Civil Code.

6.2. Consumer rights arising from defective performance are governed by Sections 2161 et seq. of the Civil Code, including provisions applicable to goods with digital elements. A defect that becomes apparent within twelve (12) months from acceptance of the goods is deemed to have existed at the time of acceptance, unless proven otherwise.

6.3. Where the goods constitute goods with digital elements, the Seller shall provide the consumer with updates, including security updates, necessary to maintain the agreed and statutory characteristics of the goods for the period required by law.

6.4. Business customer rights arising from defective performance are governed by Sections 2099 et seq. of the Civil Code; the scope of liability and any warranty are governed by the purchase contract.

## **7. Personal Data Protection**

7.1. The Seller processes personal data of Buyers in accordance with Regulation (EU) 2016/679 (GDPR) and related legal regulations.

7.2. Detailed information on the processing of personal data is available in a separate document "Privacy Policy", published on the Seller's website.

## **8. Final Provisions**

8.1. These GTC are valid and effective as of 1.2.2026.

8.2. Legal relationships not expressly governed by these GTC shall be governed by the laws of the Czech Republic.

8.3. Any disputes shall be resolved by the competent courts of the Czech Republic. Consumers may also contact the Czech Trade Inspection Authority for out-of-court dispute resolution.

Prague 1. 2. 2026

  
  
spol. s r.o. (1)  
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