

Terms and Conditions

1. Introductory Provisions

1.1. These Terms and Conditions ("Terms") of HCV group a.s., registered at Chodská 1203, Rožnov pod Radhoštěm, 75661, Company ID: 25395009, govern the mutual rights and obligations arising from purchase contracts concluded between the seller and a buyer via the online store at www.foragility.com..

1.2. Deviations from these Terms may be agreed in the purchase contract. Such deviations take precedence.

1.3. The Terms are an integral part of the purchase contract. The contract and Terms are in Czech and may be concluded in Czech.

1.4. The seller may amend the Terms. Changes do not affect rights and obligations already established.

2. User Account

2.1. Buyers may register on the website to access their user account and place orders. Orders may also be placed without registration.

2.2. Buyers must provide accurate and truthful information and update it as needed.

2.3. Access is secured by username and password. Buyers must keep credentials confidential.

2.4. Buyers may not allow third parties to use their account.

2.5. The seller may cancel accounts unused for over 12 months or in case of contract breach.

2.6. The account may be temporarily unavailable due to maintenance.

3. Purchase Contract

3.1. Product listings are informative and do not obligate the seller to conclude a contract.

3.2. Product prices are valid as displayed. The seller may agree on individual terms.

3.3. Delivery costs apply only within the Czech Republic.

3.4. Orders are placed via the online form, including product selection, payment method, delivery method, and delivery costs.

3.5. Buyers may review and correct order details before submitting. Orders are submitted by clicking "Complete Order." Confirmation is sent via email.

3.6. The seller may request additional confirmation depending on order specifics.

3.7. The contract is concluded upon acceptance sent via email.

3.8. Buyers agree to remote communication. Related costs are borne by the buyer.

4. Price and Payment Terms

4.1. Payment methods:

- Cash at seller's premises
- Cash on delivery
- Bank transfer in CZK, EUR, or USD
- Online payment gateway

4.2. Delivery costs are included in the total price unless stated otherwise.

4.3. No advance payment is required unless specified.

4.4. Cash payments are due upon delivery; bank transfers within 14 days.

4.5. Bank transfers must include the correct variable symbol.

4.6. The seller may require full payment before dispatch.

4.7. Discounts cannot be combined.

4.8. Invoices are issued after payment and sent electronically.

4.9. Receipts are issued and registered per Czech law.

4.10. Online payments are processed via PayU Czech Republic s.r.o. Sensitive data is protected by banking systems.

5. Withdrawal from Contract

5.1. Buyers cannot withdraw from contracts involving customized goods, perishable goods, opened hygiene products, or unsealed media/software.

5.2. Otherwise, buyers may withdraw within 14 days of receiving goods. A sample withdrawal form is provided.

5.3. Goods must be returned within 14 days. Return costs are borne by the buyer.

5.4. Refunds are issued within 14 days using the original payment method.

5.5. The seller may deduct compensation for damaged goods.

5.6. The seller may also withdraw before delivery and refund the buyer.

5.7. Gifts provided with goods must be returned upon withdrawal.

6. Delivery and Transport

6.1. If the delivery method is chosen based on the buyer's specific request, the buyer bears the risk and any additional costs.

6.2. Goods will be dispatched only after the seller receives payment.

6.3. If the seller is obliged to deliver goods to a location specified by the buyer, the buyer must accept the goods upon delivery.

6.4. If repeated or alternative delivery is required due to the buyer's fault, the buyer must cover the associated costs.

6.5. Upon receiving the goods, the buyer must check the packaging for damage and report any issues to the carrier immediately. If the packaging appears tampered with, the buyer may refuse the shipment.

6.6. Additional delivery terms may be defined by the seller.

7. Rights from Defective Performance

7.1. Rights and obligations regarding defective goods are governed by applicable laws, including the Civil Code and the Consumer Protection Act.

7.2. The seller guarantees that the goods are free from defects upon delivery, specifically:

- Conformity with agreed specifications
- Suitability for intended use
- Match with sample or model
- Correct quantity and weight
- Compliance with legal standards

7.3. Warranty period: 24 months for consumers, 12 months for businesses.

7.4. No rights apply to defects known before purchase, caused by the buyer, or due to normal wear and tear.

7.5. Claims must be submitted to the seller or an authorized repair provider.

7.6. Claims may be submitted in person at Sedliště 367, 736 69, by phone at +420 731 048 567, or via email at servis@foragility.com.

7.7. The buyer must specify the chosen remedy when reporting the defect.

7.8. Remedies include repair, replacement, price reduction, or withdrawal from the contract. If the defect is minor and repairable, the buyer is entitled to free repair.

7.9. Additional conditions may be set out in the seller's complaints policy.

8. Other Rights and Obligations

8.1. Ownership transfers upon full payment.

8.2. The seller is not bound by any codes of conduct.

8.3. Complaints are handled via email at servis@foragility.com.

8.4. Consumer disputes may be resolved by the Czech Trade Inspection Authority (<https://adr.coi.cz/cs>) or the EU ODR platform (<http://ec.europa.eu/consumers/odr>).

8.5. The European Consumer Centre Czech Republic (<http://www.evropskyspotrebitel.cz>) serves as the contact point for cross-border disputes.

8.6. The seller is authorized to sell goods under a trade license.

8.7. The buyer assumes the risk of changes in circumstances under § 1765(2) of the Civil Code.

9. Personal Data Protection

9.1. The seller fulfills its information obligation under Article 13 of the GDPR through a separate document.

10. Commercial Communication and Cookies

10.1. The buyer agrees to receive commercial messages under § 7(2) of Act No. 480/2004 Sb.

10.2. The buyer agrees to the use of cookies. If cookies are not necessary for purchase, the buyer may withdraw consent.

11. Communication

11.1. Contact details (postal address, email, phone) are listed on www.foragility.com under "Contact."

11.2. The seller is not bound by any codes of conduct.

12. Final Provisions

12.1. If the contract involves an international element, Czech law applies. Consumer rights under EU law remain unaffected.

12.2. Invalid provisions are replaced by valid ones with similar meaning. The rest of the Terms remain unaffected.

12.3. The contract and Terms are archived electronically and are not accessible.

12.4. A sample withdrawal form is attached.

12.5. Seller's contact details: HCV group a.s., Chodská 1203, 75661 Rožnov pod Radhoštěm, email: servis@foragility.com, phone: +420 731 048 567.

Effective date: February 1, 2021



Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract. Print, sign, and send by email or include with returned goods.)

Recipient:

- Online store: www.foragility.com
- Company: HCV group a.s.
- Address: Chodská 1203, Rožnov pod Radhoštěm, 75661
- Company ID/VAT: 25395009
- Email: servis@foragility.com
- Phone: +420 731 048 567

I hereby withdraw from the purchase contract for the following goods:

- Date received:
- Order number:
- Payment method and refund method (include bank account number if applicable):
- Name and surname:
- Address:
- Email:
- Phone:
- Place:
- Date:
- Signature: