**Terms and Conditions of FF Trader Ltd. [s.r.o.]**

 FF Trader Ltd. [s.r.o.] operates the e-shop [shop.ftmo.com](http://www.ftmo.cz) and these Terms and Conditions apply to the purchase of goods in this store. These Terms and Conditions govern the rights and obligations of the Seller and the Buyer.

**Definition of Terms**

1. The Buyer is a Consumer, or an Entrepreneur.
2. The Consumer Buyer is a person who in concluding the Contract does not act as part of his or her gainful activity, or as part of performance of his or her profession.
3. The Entrepreneur Buyer is a person who concludes the Contract in connection with his or her own gainful activity as part of performance of their profession or as a person who acts on behalf or on account of an Entrepreneur.
4. The Offer is legal negotiation directed towards the conclusion of a Contract, if it contains essential requisites of the Contract, so that the Contract may be concluded by its simple and unconditional acceptance and if the Seller’s will to be bound by such Contract, should the Offer be accepted, may be inferred from the Offer.

The Buyer acknowledges that the Offer of goods is an offer with the reservation of the case of stock exhaustion or loss of ability to perform by FF Trader Ltd. [s.r.o.].

**Contact**

Name: **FF Trader s.r.o.**

Business ID Number: 03136752.

Registered office: Vlkova 2725/34, Prague, 130 00

The company is registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 227963

Phone:

E-mail:

**Information**

1. Information about the goods and the price quoted by the Seller is binding, with the exception of obvious errors. Prices listed with the goods are inclusive of all taxes and charges, excluding the cost of delivery of goods.
2. The Seller is obliged to comply with the Act on electronic registration of sales and issue to the Buyer a receipt, which the Seller is then obliged to register with the tax administrator on-line, or within 48 hours in case of a technical problem.
3. If the acceptance of an Offer is made with a supplement or a deviation, it is not considered as an acceptance of the Offer and the Seller is not obliged to perform.
4. The Purchase Contract is concluded in the English language.
5. The Buyer may only order from the Seller those goods which the Seller has on offer. Should the Buyer order other goods which the Seller does not have on offer or goods which have different qualities, the Contract is not be concluded. The Seller must not deliver other goods other than those ordered by the Buyer unless otherwise agreed by Parties to the Contract.
6. If the Buyer accepts unsolicited goods, it is not considered as acceptance of an Offer.
7. The Purchase Contract, or tax document will be delivered to the Buyer by electronic means.
8. The photographs of goods on offer are illustrative and the real appearance of goods may differ.

**Payment Terms and Conditions**

1. The Seller accepts payment by bank transfer to the account listed in the filling of orders for goods.
2. The Seller accepts on-line payment by credit cards the procedure of which is included in the filling of orders for goods.
3. The Seller shall confirm the acceptance of the payment of the purchase price to the Buyer.
4. The Seller shall hand over the goods to be transported to the Buyer upon the payment of the full purchase price, unless otherwise agreed by the Parties to the Contract.

**Delivery of Goods**

1. The Seller shall deliver the goods to the Buyer within 14 days of receipt of payment for the goods, unless other delivery time is listed with individual products. The Buyer is obliged to check goods for damage upon receiving the goods.
2. Should damage to the shipment occur, the Seller recommends to the Buyer to register a damage report with the carrier.
3. The Seller shall attach all documents, such as the invoice, confirmation, etc. to the goods, unless these documents were handed over to the Buyer via on-line communication.
4. Selection of the method of delivery of goods and the cost of delivery are included in the order form.
5. Should the Buyer be delayed in acceptance of the goods despite a written warning from the Seller and extra time provided for the acceptance the goods, the Seller is entitled to sell the goods in an appropriate manner. From the proceeds of such sale, the Seller is entitled to offset the cost of delivery and the costs associated with the sale of goods. The remaining part of the proceeds shall be returned by the Seller to the Buyer.

**Order Cancellation and Withdrawal from Contract**

1. If the Contract is concluded through a means of distance communication (remotely), the Buyer is entitled to withdraw from the Contract within 14 days of receipt of the goods.
2. A Consumer Buyer is also entitled to withdraw from the Contract at any time prior to the delivery of the goods.
3. If the Consumer Buyer withdraws from the Contract, he or she is obliged to send to the Seller a Withdrawal from Contract within the period of 14 days. A withdrawal does not need to be justified by the Buyer. The Buyer is after withdrawal obliged to return the goods to the Seller ideally in the original packaging with no signs of wear or damage. After returning goods to the Seller, the Seller undertakes to return the purchase price to the Buyer along with the cost of delivery of goods within 14 days from the date of withdrawal of the Contract in the same way that the goods were paid by the Buyer. The cost of returning goods is borne by the Buyer. The Seller is entitled to retain funds of the Buyer until the goods are handed over, or until proven that the goods have been sent to the Seller.
4. If the returned goods are damaged, the Seller is entitled to require compensation by the Buyer for the reduction in the value of goods and to lower the return payment to the Buyer by this compensation cost.
5. The Withdrawal form can be found here.
6. The Seller may withdraw from the Contract before delivery of goods, if through objective reasons unable to fulfil the Contract, of if the Buyer has violated a Contract concluded with the Seller previously.
7. The Buyer acknowledges that the Contract is not concluded in case of doubt about the real identity of the Buyer or, in case of obvious errors listed in the information about the price or about the product.

**Rights and Obligations in the Event of Defective Performance**

1. If the goods at the time of its receipt by the Buyer is defective (e.g. incomplete, wrong number, etc.), it is defective goods under the responsibility of the Seller.
2. The Consumer Buyer may exercise his or her rights of defective performance by the Seller within two years of receipt of goods, and he or she may choose one of the ways of settling the complaint, i.e.:
	* 1. rectification of defects;
		2. appropriate discount on the price of the goods;
		3. replacement by new goods;
		4. replacement of parts without defects.
3. If repair or replacement of the goods is not possible, the Buyer is entitled to demand a refund the full purchase price based on withdrawal.
4. Where the Consumer Buyer finds defects within six months, the goods is considered as already defective upon receipt, unless the defects were caused by use of goods or the defects were known to the Buyer at the time when he or she was purchasing the goods or it was caused by the Buyer.
5. If the Seller sells used goods at a reduced purchase price due to use or wear of the goods, the Seller is not liable for defects for which a lower purchase price was negotiated. In the event of a complaint about such discounted goods, the Consumer Buyer does not have the right to replacement, but to an appropriate discount.
6. Should there be defects in the goods within 24 months of purchase, the Consumer Buyer is entitled to exercise the rights of defective performance.
7. The Entrepreneur Buyer has rights of defective performance in the event that the goods were defective in the manner stated in complaint upon the passage of the risk of damage to the goods to the Buyer, even if such defects become later. The rights of defect of the Entrepreneur Buyer arise also by defect caused by the breach of duty on the part of the Seller.
8. The Buyer is obliged to notify the Seller of the defects without undue delay as soon as able to determine them upon proper inspection and with adequate care.
9. When the Buyer lodges complaint of rights of defective performance with the Seller in a duly and timely manner, he or she may choose the method of settling the complaint in one of the ways listed below, if a fundamental breach of Contract occurs:
	* 1. have the defect removed by having a new defect-free thing or a missing thing supplied;
		2. have the thing repaired free of charge;
		3. have the purchase price reduced by a reasonable amount;
		4. have the purchase price returned based on withdrawal from Contract

(Substantial breach of Contract means a state where the Party who violated the Contract upon its conclusion, must or should have known that the other Party would not have concluded the Contract, if such a breach of Contract had been foreseen.)

1. If a defective performance constitutes a non-fundamental breach of Contract, the Entrepreneur Buyer has the right to have the defects removed, or to a reasonable reduction of the purchase price.
2. If the goods have the same removable defect that occurs even after repair repeatedly (at least three times) or if multiple defects in goods occur (at least three) at the same time, the Consumer Buyer may require the a reasonable discount on the purchase price, require a replacement or withdraw from Contract.
3. The Seller is not liable for damages incurred on goods due to normal wear and tear or improper use or handling of the goods.
4. Complaint Registration:
	* 1. The Buyer is obliged to determine the method of settling the complaint of defect upon registering the complaint with the Seller at the latest, where a change in the method of settling the complaint is possible, if the Buyer demanded repair of goods but the defect proves to be unrecoverable.
		2. If the Buyer does not chooses the way of settling the complaint duly and timely, he or she only has rights pertaining to minor breach of Contract.
		3. In the complaint, the Buyer is obliged to prove the purchase of goods from the Seller (e.g. invoice). The deadline for settling a complaint runs from the date of hand-over or receipt of defective goods to the Seller at the place where the defective goods is to be delivered. The Buyer is obliged to deliver goods to the complaint through a postal service and package the goods properly to prevent further damage.
		4. After the delivery of goods to the Seller, the Seller will decide on the complaint or on the need of expert assessment for such decision within 3 working days and inform the Buyer of this decision within that period.
		5. The Seller is obliged to settle the complaint of a Consumer Buyer including defect removal within 30 days of complaint registration, unless a longer period is agreed by the Parties to the Contract. If the complaint is not settled within the stated deadline, the Buyer shall have the same rights as if fundamental breach of Contract occurred.
		6. If the Seller rejects defect removal, the Consumer Buyer may request a reasonable discount on the purchase price or withdraw from the Contract.
		7. The warranty period shall be extended by the period during which the goods is with the Seller to process the complaint.

**Protection of personal data**

1. The Seller handles your personal data and processes them in accordance with relevant laws and regulations which can be consulted here.

**Dispute resolution**

1. The Parties to the Contract declare that they shall attempt to settle any disputes amicably and in the event that conciliation is not achieved, courts of general jurisdiction shall decide.
2. According to Act no. 634/1992 Coll., on Consumer Protection, as amended, the Consumer Buyer has the right to extra-judicial settlement of consumer disputes over Purchase Contract where the competent body to settle such disputes is the Czech Trade Inspection. For more information, visit the website  [www.coi.cz](http://www.coi.cz)  . Proposal to launch extra-judicial resolution of consumer disputes can be initiated only on a proposal from the Consumer Buyer, unless the dispute has been resolved directly with the Seller. The Consumer Buyer has the right to file this proposal no later than 1 year from the date of lodging complaint with the Seller. The Entrepreneur Buyer is entitled to commence extra-judicial settlement of the dispute on-line through the form on the web page  [ec.europa.eu/consumers/odr/](http://ec.europa.eu/consumers/odr/)  . This method of extra-judicial dispute settlement is not mediation pursuant to Act no. 202/2012 Coll., on Mediation, as amended, or arbitration pursuant to Act no. 216/1994 Coll., on Arbitration Proceedings and Enforcement of Arbitration Rulings, as amended, and at the same time, it does not affect the right of the Parties to refer the claim to the Czech Trade Inspection or to the court.
3. For the time of the extra-judicial proceedings, no limitation or prescription period pursuant to Act no. 89/2012 Coll., Civil Code, as amended, start to run or run until one of the Parties expressly refuses to continue the extra-judicial settlement of the dispute.
4. Czech Trade Inspection supervises compliance with obligations under Act no. 634/1992 Coll., on Consumer Protection, as amended.

**Other arrangements**

1. If the Buyer orders a large quantity of goods or the goods are adapted to his or her requirements, the Seller may require the Buyer to deposit a reasonable advance, about which the Buyer will be informed immediately.
2. Any communication by the Seller on the suitability and possible use of the delivered goods shall be imparted by the Seller to his or her best knowledge and it includes the values, information and experience he or she has gained him or herself or from the manufacturer or supplier.
3. If the Buyer and Seller use written communication, the postal address of the Seller is the registered office and mailing address of the Buyer is the address specified in the order. Communication can also take place via data boxes, if Parties have them set up.
4. Other rights and obligations not regulated in these general Terms and Conditions are governed by Czech law and relevant acts.