
General terms and conditions

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I. Basic provisions

1. These general terms and conditions (hereinafter referred to as "terms and conditions") are issued in accordance with § 1751 et seq. of Act No. 89/2012 Coll., Civil Code (hereinafter only "Civil Code")

LUCID spol. s.r.o.

ID: 61328332

VAT number: CZ61328332

with registered office: Liberecká 85/67, 466 01 Jablonec nad Nisou

Registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, section C., insert 4776..

email: info@lucid.cz

phone + 420 483 570 127

www (hereinafter referred to as "seller")

2. These terms and conditions regulate the mutual rights and obligations of the seller and a natural person who concludes a purchase contract outside of his business activity as a consumer, or as part of his business activity (hereinafter referred to as the "buyer") through a web interface located on a website available on the Internet at www.lucid.cz (hereinafter referred to as the "online store").

3. The terms and conditions are an integral part of the purchase contract. Deviating provisions in the purchase contract take precedence over the provisions of these terms and conditions.

4. These terms and conditions and the purchase contract are concluded in the Czech language.

II. Information about goods and prices

1. Information about the goods, including the prices of the individual goods and their main features, is given for the individual goods in the catalog of the online store. The prices of the goods are listed including value added tax, all related fees and costs for returning the goods, if the goods by their nature cannot be returned by the usual postal route. Product prices remain valid for the time they are displayed in the online store. This provision does not exclude the negotiation of a purchase contract under individually agreed conditions.

2. All presentation of goods placed in the catalog of the online store is of an informative nature and the seller is not obliged to conclude a purchase contract regarding these goods.

3. Information on the costs associated with packaging and delivery of goods is published in the online store. The information on the costs associated with the packaging and delivery of the goods listed in the online store only applies in cases where the goods are delivered within the territory of the Czech Republic and Slovakia.

4. Any discounts from the purchase price of the goods cannot be combined with each other, unless the seller and the buyer agree otherwise.

III. Order and conclusion of purchase contract

1. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of Internet connection, costs of telephone calls) are paid by the buyer himself. These costs do not differ from the base rate.

2. The buyer orders goods in the following ways:

- through your customer account, if you have previously registered in the online store,
- by filling out the order form without registration.

3. When placing an order, the buyer selects the goods, the number of goods, the method of payment and delivery.

4. Before sending the order, the buyer is allowed to check and change the data he entered in the order. The buyer sends the order to the seller by clicking the „send order“ button. The data listed in the order they are deemed correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and the buyer's confirmation that he has familiarized himself with these terms and conditions.

5. Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the email address that the buyer entered when placing the order. This confirmation is automatic and does not constitute a contract. The seller's

current terms and conditions are attached to the confirmation. The purchase contract is concluded only after the order has been accepted by the seller. Notification of order acceptance is delivered to the buyer's email address.

6. In the event that the seller cannot fulfill any of the requirements stated in the order, he will send the buyer an amended offer to his email address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by the buyer's confirmation of acceptance of this offer to the seller at his email address specified in these terms and conditions.

7. All orders accepted by the seller are binding. The buyer can cancel the order until the buyer receives a notice of acceptance of the order by the seller. The buyer can cancel the order by phone at the seller's phone number or email listed in these terms and conditions.

8. In the event that there was an obvious technical error on the part of the seller when specifying the price of the goods in the online store, or during the ordering process, the seller is not obliged to deliver the goods to the buyer at this obviously incorrect price, even if the buyer was sent an automatic confirmation of receipt of the order according to these terms and conditions. The seller informs the buyer of the error without undue delay and sends the buyer an amended offer to his e-mail address. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by confirmation of acceptance by the buyer to the seller's email address.

IV. Customers account

1. Based on the buyer's registration in the online store, the buyer can access his customer account. The buyer can order goods from his customer account. The buyer can also order goods without registration.

2. When registering for a customer account and when ordering goods, the buyer is obliged to enter all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in case of any change. The data provided by the buyer in the customer account and when ordering goods are considered correct by the seller.

3. Access to the customer account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.

4. The buyer is not authorized to allow the use of the customer account by third parties.

5. The seller can cancel the user account, especially if the buyer no longer uses his user account, or if the buyer violates his obligations under the purchase contract and these terms and conditions.

6. The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

V. Payment terms and delivery of goods

1. Information on accepted payment methods is provided in the payment and shipping selection section. The seller does not require any fees depending on the payment method, except for advance payments.

2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of the goods.

3. In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 14 days from the conclusion of the purchase contract.

4. In the case of payment via a payment gateway, the buyer follows the instructions of the relevant electronic payment provider.

5. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's bank account.

6. The seller does not require any advance payment or other similar payment from the buyer. Payment of the purchase price before the goods are shipped is not a deposit.

7. According to the Sales Registration Act, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the received sales with the tax administrator online, in the event of a technical failure, within 48 hours at the latest

8. The goods are delivered to the buyer:

- to the address specified by the buyer in the order
- via the parcel drop-off point to the drop-off address specified by the buyer,
- personal collection at the seller's premises

9. The choice of delivery method is made during the ordering of goods.

10. The costs of delivering the goods, depending on the method of sending and receiving the goods, are stated in the buyer's order and in the seller's confirmation of the order. In the event that the mode of transport is contracted on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

11. If, according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. If, for reasons on the part of the buyer, it is necessary to deliver the goods repeatedly or in a different way than was specified in the order, the buyer is obliged to pay the costs associated with repeated delivery of the goods, or costs associated with another delivery method.

12. When taking over the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and, in the event of any defects, notify the carrier immediately. In the event of a violation of the packaging indicating an unauthorized intrusion into the shipment, the buyer does not have to accept the shipment from the carrier.

13. The seller issues a tax document - an invoice - to the buyer. The tax document is attached to the delivered goods or sent by e-mail.

14. The buyer acquires the ownership right to the goods by paying the entire purchase price for the goods, including delivery costs, but first by taking over the goods. Liability for accidental destruction, damage or loss of goods passes to the buyer at the time of acceptance of the goods or at the time when the buyer had the obligation to accept the goods, but did not do so in violation of the purchase contract.

VI. Withdrawal from the contract

1. A buyer who concluded a purchase contract outside of his business activity as a consumer has the right to withdraw from the purchase contract.

2. The deadline for withdrawing from the contract is 14 days

- from the day of receipt of the goods,
- from the date of acceptance of the last delivery of goods, if the subject of the contract is several types of goods or delivery of several parts
- from the date of acceptance of the first delivery of goods, if the subject of the contract is regular repeated delivery of goods.

3. The buyer cannot, among other things, withdraw from the purchase contract:

- provision of services, if they were fulfilled with his prior express consent before the expiration of the period for withdrawing from the contract and before concluding the

contract, the seller informed the buyer that in such a case he does not have the right to withdraw from the contract,

- on the delivery of goods or services, the price of which depends on fluctuations in the financial market, regardless of the will of the seller, and which may occur during the period for withdrawing from the contract,
- about the delivery of alcoholic beverages, which can only be delivered after thirty days and the price of which depends on fluctuations in the financial market independent of the will of the seller,
- about the delivery of goods that have been modified according to the wishes of the buyer or for his person,
- delivery of perishable goods, as well as goods that have been irretrievably mixed with other goods after delivery,
- delivery of goods in closed packaging, which the buyer has removed from the packaging and for hygienic reasons it is not possible to return it,
- the delivery of an audio or video recording or a computer program, if it has violated their original packaging,
- delivery of newspapers, periodicals or magazines,
- delivery of digital content, if it was not delivered on a physical medium and was delivered with the prior express consent of the buyer before the expiry of the withdrawal period and the seller informed the buyer before concluding the contract that in such case he does not have the right to withdraw from the contract,
- in other cases specified in § 1837 of the Civil Code.

4. In order to comply with the withdrawal period, the buyer must send a withdrawal statement within the withdrawal period.

5. The buyer who withdraws from the contract is obliged to return the goods to the seller within 14 days of withdrawing from the contract to the seller. The buyer bears the costs associated with returning the goods to the seller, even if the goods cannot be returned due to their nature by the usual postal route.

6. If the buyer withdraws from the contract, the seller will return to him immediately, but no later than 14 days from the withdrawal from the contract, all funds, including delivery costs, which he received from him, in the same way. The seller will return the received funds to the buyer in another way only if the buyer agrees and if this does not incur additional costs.

7. If the buyer has chosen a different method of delivery of the goods than the cheapest method offered by the seller, the seller will refund the cost of delivery of the goods to the buyer in the amount corresponding to the cheapest method of delivery of the goods offered.

8. If the buyer withdraws from the purchase contract, the seller is not obliged to return the received funds to the buyer before the buyer hands over the goods to him or proves that he has sent the goods to the seller.

9. The buyer must return the goods to the seller undamaged, unworn and unpolluted and, if possible, in the original packaging. The seller is entitled to unilaterally offset the claim for compensation for damage caused to the goods against the buyer's claim for a refund of the purchase price.

10. The seller is entitled to withdraw from the purchase contract due to the stock being sold out, the unavailability of the goods, or when the manufacturer, importer or supplier of the goods has stopped the production or importation of the goods. The seller immediately informs the buyer via the e-mail address specified in the order and returns within 14 days from the notification of withdrawal from the purchase contract all funds, including delivery costs, that he received from him on the basis of the contract, in the same way, or in a way specified by the buyer.

VII. Rights from defective performance

1. The seller guarantees to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time the buyer took over the goods:

- the goods have the properties agreed upon by the parties, and in the absence of an agreement, they have the properties that the seller or manufacturer described or that the buyer expected with regard to the nature of the goods and on the basis of the advertising carried out by them,
- the goods are suitable for the purpose that the seller states for their use or for which goods of this type are usually used,
- the quality or design of the goods corresponds to the contracted sample or model, if the quality or design was determined according to the contracted sample or model,
- the goods are in the appropriate quantity, measure or weight and
- the goods comply with the requirements of legal regulations.

2. If a defect becomes apparent within six months of the buyer receiving the goods, it is considered that the goods were already defective upon receipt. The buyer is entitled to exercise the right from a defect that occurs in the consumer goods within twenty-four months of receipt. This provision does not apply to goods sold at a lower

price to a defect for which a lower price was agreed, to wear and tear of the goods caused by its normal use, to used goods to a defect corresponding to the degree of use or wear and tear the goods had when taken over by the buyer, or if it follows that due to the nature of the goods.

3. In the event of a defect, the buyer can submit a claim to the seller and demand:

- exchange for new goods,
- repair of goods,
- a reasonable discount from the purchase price,
- withdraw from the contract.

4. The buyer has the right to withdraw from the contract,

- if the goods have a substantial defect,
- if he cannot use the item properly due to the repeated occurrence of a defect or defects after repair,
- in the event of a greater number of product defects.

5. The seller is obliged to accept the complaint in any establishment in which the acceptance of a reclamation is possible, possibly also at the seat or place of business. The seller is obliged to issue a written confirmation to the buyer of when the buyer exercised the right, what the content of the complaint is and what method of handling the complaint the buyer requests, as well as confirmation of the date and method of handling the complaint, including confirmation of the repair and its duration, or a written justification rejection of the complaint.

6. The seller or an employee authorized by him will decide on the complaint immediately, in complex cases within three working days. This period does not include the time appropriate for the type of product or service required for expert assessment of the defect. The complaint, including the removal of the defect, must be handled without delay, no later than 30 days from the date of application of the complaint, unless the seller and the buyer agree on a longer period. The futile expiration of this period is considered a material breach of the contract and the buyer has the right to withdraw from the purchase contract. The moment of application of the claim is considered to be the moment when the buyer's will (exercise of the right from defective performance) is expressed to the seller.

7. The seller informs the buyer in writing about the outcome of the complaint.

8. The right from defective performance does not belong to the buyer, if the buyer knew before taking over the item that the item had a defect, or if the buyer himself caused the defect.

9. In the event of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the application of the complaint. The buyer can exercise this right with the seller within a period of one month after the expiry of the warranty period.

10. The buyer has the choice of the complaint method.

11. The rights and obligations of the contracting parties regarding rights from defective performance are governed by Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on consumer protection.

VIII. Delivery

1. The contracting parties may deliver all written correspondence to each other via electronic mail.

2. The buyer delivers correspondence to the seller to the email address specified in these terms and conditions. The seller delivers correspondence to the buyer to the email address specified in his customer account or in the order.

IX Out-of-court settlement of disputes

1. The Czech Trade Inspection, with registered office at Štěpánská 567/15, 120 00 Prague 2, ID number: 000 20 869, internet address: <https://adr.coi.cz/cs>, is responsible for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer from the purchase contract.

2. European Consumer Center Czech Republic, with registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskyspotrebitel.cz> is a contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council of on 21 May 2013 on online consumer dispute resolution and amending Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on online consumer dispute resolution).

3. The seller is authorized to sell goods on the basis of a trade license. The trade inspection is carried out by the relevant trade office within its jurisdiction. Among other things, the Czech Trade Inspection supervises compliance with Act No. 634/1992 Coll., on consumer protection, within a defined scope.

X. Final Provisions

1. All agreements between the seller and the buyer are governed by the law of the Czech Republic. If the relationship established by the purchase contract contains an international element, then the parties agree that the relationship is governed by the law of the Czech Republic. This does not affect consumer rights arising from generally binding legal regulations.
2. In relation to the buyer, the seller is not bound by any codes of conduct within the meaning of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.
3. All rights to the seller's website, especially copyright to the content, including page layout, photos, movies, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or part of it without the consent of the seller.
4. The seller is not responsible for errors arising as a result of interventions by third parties in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer must not use procedures that could have a negative effect on its operation and must not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store without authorization, or its parts or software equipment in such a way that would be contrary to its purpose or purpose.
5. The buyer hereby assumes the risk of a change in circumstances within the meaning of § 1765 paragraph 2 of the Civil Code.
6. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.
7. The seller may change or supplement the wording of the terms and conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
8. P The model form for withdrawing from the contract is part of the terms and conditions.

These terms and conditions take effect on January 1, 2024.