

**Terms and Conditions**  
**General delivery and payment conditions**

**1. Basic information about the shop operator**

**Identification data**

<b>Name:</b>	ECOM s.r.o.
<b>Registered office:</b>	Zahradní 276, České Meziříčí, zip code 517 71 registered by the Regional Court in Hradec Králové section C, insert 613
<b>Registered capital:</b>	CZK 100,000
<b>Phone:</b>	603 286 087
<b>E-mail:</b>	sales@ecom.cz
<b>Web/e-shop:</b>	<a href="http://www.ecom">http://www.ecom</a>
<b>Contact LAZENA:</b>	702 075 962, <a href="http://www.lazena-ecom.cz">http://www.lazena-ecom.cz</a> , <a href="mailto:lazena@ecom.cz">lazena@ecom.cz</a>
<b>IČO:</b>	15041042
<b>DIČ:</b>	CZ15041042
<b>Main subject business:</b>	production, trade and services not listed in Annexes 1 to 3 Trade Act
<b>Bank connection:</b>	Raiffeisenbank a.s., Praha 4 č. ú. 10023003/5500 SWIFT code: RZBCCZPP USD IBAN: CZ235500000000010023003 Fio banka, a.s., Praha 1, č. ú. 2102429368/2010 SWIFT code: FIOBCZPP EUR IBAN: CZ7920100000002402429386

**Information about the company**

The company ECOM s.r.o. was founded in 1991. It is one of the leading companies in the Czech Republic in the field of sales of electronic components for electronics. It offers a wide range passive, active and optoelectronic components, displays, mechanical and electromechanical parts and other components for electronics. Is authorized distributor of many foreign companies.

The company ECOM s.r.o. has been a holder of the ISO 9001:2016 certificate for shopping since 2002, storage, sale and distribution of electronic components.

Since 2017, ECOM s.r.o. has expanded its activity about products under commercial by the LAZENA brand. These are devices and devices producing molecular hydrogen or treating drinking water. At the same time, we offer tablets containing molecular hydrogen.

**2. Information about delivered goods**

The company ECOM s.r.o. offers its goods through online sales or purchases through salespeople at the company headquarters. Technical and commercial information about delivered goods of ECOM s.r.o. can be found on our website or upon request at the company headquarters. The online store provides basic information for a substantial part of the assortment. If the interested party does not find information about the desired product in the mentioned sources, can send a written request with the details according to Article 8, with a heading "ORDER".

This information in no way replaces the original documentation of the manufacturer, which always has precedence over the information provided in the online store. ECOM s.r.o. does not guarantee for deviations of the technical parameters of the manufacturers' components compared to their original documentation. Images of goods published in the e-shop are illustrative only.

### **3. Prices, the meaning of symptoms and some items**

Prices in the online store are always shown both without VAT and with VAT. Prices listed at goods do not include packaging and shipping costs.

The meaning of the signs before the item:

# - part in stock only while supplies last

! - not recommended for new applications

N - new

A – action

Sales prices in the online store are valid at the time of closing the order and are subject to change price updates no longer affect closed orders. The "Replacement" item in the "Product Detail" window is only informative and does not mean that the specified item can be replaced directly with the specified type. It is only a possible alternative product, however, it is not always possible to replace the given product. The supplier does not carry any responsibility for possible damage caused by incorrect use when replacing the original part.

### **4. Discount**

Quantity discounts

In the case of an ordered quantity greater than stated in the quantity discounts or if for a framework order, it is possible to send a written one to negotiate a better selling price demand.

Discounts for business companies

For a part of the product range, it can be a buyer who can prove authorization to business activities, discount provided.

### **5. Method of delivery merchandise**

Goods from the warehouse are usually dispatched within three days from the delivery of the order. If the goods are not currently in stock, the delivery time is communicated when the order is confirmed. Shipping dates for larger quantities or for items that are not listed in the price list will be communicated to on the basis of a written request. The customer chooses one of them himself, either through the merchant or in the online store methods of sending goods:

"A - only from stock" - As a rule, only goods that are available are sent within three days at most currently in stock. We no longer register other items.

"B - all in one shipment" - All confirmed goods are sent in one shipment, delivery time it depends on the type of goods and upon agreement with the customer.

"C - everything in multiple shipments" - As a rule, the goods that are currently available are sent within three days in stock. We register the other items and send them in the next shipment(s). The customer is informed in advance about delivery dates.

The shipping cost for all variants is explained in the table below:

**NORMAL WAY CZECH  
REPUBLIC**

	Total value of goods in CZK without VAT	Shipping price
1. part of shipment "C" or whole shipments "A", "B"	<5000	*shipping
	≥5000	ECOM s.r.o. pays
2. part of shipment "C"		ECOM s.r.o. pays
<b>NORMAL WAY SLOVAKIA</b>		
	Total value of goods in EUR excluding VAT	Shipping price
1. part of shipment "C" or whole shipments "A", "B"	<180	*shipping from 6 EUR
	≥180	ECOM s.r.o. pays
2. part of shipment "C"		ECOM s.r.o. pays
<b>E-SHOP</b>		
		Shipping price
1. part of shipment "C" or whole shipments "A", "B"	**<2000	Shipping from 6 EUR
	**<180	ECOM s.r.o. pays
2. part of shipment "C"		ECOM s.r.o. pays

**Explanations:**

\* Shipping fee - shipping fee according to the carrier's price list (in case of cash on delivery, an additional fee for final - valid only for the Czech Republic)

\*\* The price in EUR is recalculated from the price in CZK according to the daily exchange rate

When sending goods, ECOM s.r.o. is used. services of third parties (subcontractors), namely Czech Post ("Business Parcel"), DPD, PPL and Toptrans. The guarantee applies according to § 2914 of the Civil Code - that is, in the case of the use of a transport service that operates independently, it does not bear ECOM s.r.o. responsibility for any damage caused. The customer can determine which of wishes to deliver the goods in the specified variants. This must be specified in the order. If so does not, we will deliver the goods in the most convenient way at our discretion.

The method of delivery of the goods can also be adjusted based on the customer's preliminary agreement with assigned merchant. In the case of personal collection, the goods can be picked up at the address Zahradní 276, 517 71 České Meziříčí.

**6. Transfer of risk of damage and place of performance**

The risk of damage to the goods passes from the seller to the buyer in accordance with the agreed terms under Incoterms. If the conditions have not been negotiated, the delivery will be made according to EXW clauses (Incoterms 2010) from the place of delivery, i.e. Zahradní 276, České Meziříčí.

## **7. Payment terms**

The price of the goods sent on cash on delivery, including the fees in Article 5, is paid by the buyer to the carrier at delivery.

When paying on a proforma invoice (payment in advance) the ECOM s.r.o. account must be credited in full invoiced amount, only then will the goods be sent to the customer. Sales on invoice are possible only to customers with whom ECOM s.r.o. concluded a framework purchase contract, and who have paid all previous invoices by the due date. The due date of the invoice is 14 days, the invoice number will be given to the payer as a variable symbol. When paying for an invoice, it must be a summary the invoiced amount exceeds CZK 500 without VAT. In case of delay in payment of the invoice, the seller is entitled to a contractual penalty in the legal amount.

It is also possible to pay for the goods in cash or by credit card upon collection at the company's premises.

### **Credit card payment**

If the customer pays by card in the online store and there is an intermediate sale, it will be the customer is charged only for the value of the goods actually taken and the overpayment is returned to the account.

## **8. Orders**

Orders for goods must be placed in writing, by e-mail or via the online shop. It is also possible to order goods by phone after agreement with the merchant, only on working days from 7:30 a.m. to 4:00 p.m. Orders are considered accepted if they are confirmed in writing by ECOM s.r.o. via e-mail or sms. Each customer who places an order is assigned a customer number. The customer number is always stated on the delivery note and on the invoice. If it is an unregistered customer in the e-shop, then he is always assigned customer number 1.

The conclusion of the purchase contract occurs when the customer sends the order. At the same time, the customer agrees to these Terms and Conditions and the Complaints Policy issued by ECOM s.r.o.

### ***The order should contain:***

- company name, name, address, telephone number, e-mail
- Customer number (if already assigned)
- order number, date of issue
- IČO, DIČ
- the method of delivery of the goods (see Article 5)
- item name according price list of ECOM s.r.o.
- Number of pieces

For a natural person of the consumer (end customer), the order number, ID number and VAT number do not have to be stated. Almost every component contains an abbreviation of the manufacturer's name. If parts are ordered including the manufacturer's abbreviation, the ordered manufacturer will be followed for the part. Otherwise, parts fully equivalent from any manufacturer will be shipped according to inventory. For the online shop, the manufacturer will be changed, only after prior agreement with the customer, otherwise it must be observed.

### ***Order confirmation***

Order confirmation is made no later than the next day. If some delivery dates of the ordered items are not known, ECOM s.r.o. will confirm the first known items and the remaining ones as soon as possible.

Order confirmation in the online shop is made automatically by the system to the customer's e-mail address.

### **9. Technical support**

For all products of companies that we represent or we are its exclusive distributors, ECOM s.r.o. may, upon request, supply original, complete and up-to-date technical parameters and is able to provide other specific data. ECOM s.r.o. may eventually agree with the buyer on training in the operation of the purchased goods. A list of manufacturers can be found on the website [www.ecom.cz](http://www.ecom.cz). For all other products from the supplied assortment, ECOM s.r.o. provides only technical data upon request. The technical data and pictures in the catalogue and online shop are for information purposes only and do not replace the original manufacturers' data sheets.

### **10. Rights and obligations of the consumer when buying at a distance**

In the event of a return of goods purchased by the consumer through the online shop, the seller is obliged to return the money paid to the buyer within 14 days of withdrawal from the contract. The consumer has the right to withdraw from the contract within fourteen days of the conclusion of the contract, by e-mail (sent to the above address) or by written submission delivered to the seller's registered office. In the event of failure to exercise the right of withdrawal within this period, this right expires. The EU Member State whose legislation is taken by the entrepreneur as a basis for establishing relations with the consumer is the Czech Republic. In the case of a dispute arising from a contract, the applicable law is the law of the Czech Republic and the competent court is the court designated under the Code of Civil Procedure. The entrepreneur will negotiate with the consumer for the duration of the obligation in the Czech language and will also provide the consumer with the contractual conditions and other information. With a complaint, suggestion or question, the consumer may also contact the Czech Trade Inspection Authority. Detailed information on the inspection powers of the Czech Trade Inspection Authority can be found on its website ČOI. The EU Member State whose legislation ECOM s.r.o. takes as a basis for establishing relations with consumers is the Czech Republic. In the event of a dispute arising from a contract, the applicable law is the law of the Czech Republic and the court with territorial jurisdiction is the court determined according to the address of the company's registered office. The consumer has the opportunity to use out-of-court settlement in the event of a dispute. In this case, the consumer may contact the Czech Trade Inspection Authority or resolve the dispute through the ODR online platform. Before the consumer proceeds to resolve an out-of-court dispute, we recommend contacting the company's management for the opportunity to resolve the situation. More information on out-of-court litigation. For the purposes of exercising the right of withdrawal, the consumer must inform the seller of his withdrawal from this contract in the manner described above in the form of a unilateral legal act (for example, a letter sent through a postal service provider or by e-mail). You can use the model withdrawal form. To comply with the withdrawal period of this contract, it is sufficient to send the withdrawal before the expiry of the relevant period. The consumer shall send the goods back without undue delay, no later than 14 days from the date on which the withdrawal from this contract occurred, or hand them over at the seller's registered office. The deadline is considered to be preserved if you send the goods back to us before the expiry of 14 days. The consumer shall bear the direct costs of returning the goods.

### **11. Commercial communications and cookies**

The buyer agrees to receive commercial communications and information related to the goods to his electronic address. This consent can be revoked at any time by replying to this commercial communication with the text in the subject of the message "NO".

Cookies are solved on the website by a separate bar, where you can provide consent to their use, or directly select the scope of their use on your device. They are used to ensure website functionality, data analysis and marketing.

## **12. Confidentiality**

The Buyer agrees to treat all information obtained in connection with its business relationship as confidential information. This information may be communicated to third parties only with the prior written consent of ECOM s.r.o.

## **13. General provisions**

The buyer may be a consumer pursuant to Section 419 of Act No. 89/2012 Coll. or an entrepreneur pursuant to Section 420 of Act No. 89/2012 Coll.

These Terms and Conditions may change to a reasonable extent. This change will be announced via email. If the customer does not agree with the change, the contract may be withdrawn within one month from the date of notification of the change.

All disputes arising in connection with any contract concluded between the seller and the buyer shall be resolved by the competent Czech courts. The court with territorial jurisdiction is the court determined according to the address of the registered office of ECOM s.r.o. on the date of filing the action.

The seller is not in relation to the buyer bound by any codes of conduct within the meaning of § 1826 paragraph. 1 point. e) the Civil Code.

If any provisions are not regulated by these Terms and Conditions and are not regulated by the Complaints Procedure, then the provisions of generally binding legal regulations shall apply.

Individual arrangements take precedence over these Terms and Conditions. Any modifications, additions or changes may be made only after prior written consent by ECOM s.r.o.

*Terms and Conditions are valid from 1.1.2014*

*Last updated on 27. 10. 2022*