PLASTIA s.r.o. Terms and Conditions

Effective from 9. September 2024

These Terms and Conditions regulate in detail the rights and duties of the parties to a contract of purchase concluded via the online store at www.plastia.eu operated by:

PLASTIA s.r.o.
Company ID: 60720981
Registered office: Na Pankráci 332/14, Nusle, 140 00 Prague 4
Place of business: Žďárská 313, 592 14 Nové Veselí
A company registered with the Municipal Court in Prague under file number C 167767
E-Mail: eshop@plastia.eu

The online store at www.plastia.eu is intended for conducting business with buyers from the Czech Republic (CR), Slovak Republic (SR) / for deliveries of goods to addresses in the CR and SR.
In the event that a purchase order is received / a contract of purchase is concluded with a buyer from another country / for a delivery to an address located in another country, PLASTIA s.r.o. shall be entitled to withdraw from the contract of purchase or initiate negotiations on the individual terms of the contract of purchase with the buyer / on amending a previously concluded contract of purchase. If no agreement is reached without undue delay after the negotiations are initiated, either party shall be entitled to withdraw from the contract of purchase.

I.

The buyer may be a consumer or an entrepreneur.
A consumer is every person who concludes a contract via www.plastia.eu or otherwise negotiates with PLASTIA s.r.o. outside the scope of his/her business activities or outside the scope of his/her individual performance of his/her profession.

II.
Ordering the Goods / Conclusion of the Contract of Purchase

Goods are ordered by sending an order form (shopping cart) to PLASTIA s.r.o.
By sending a purchase order, the buyer declares that he/she has read these Terms and Conditions, that he/she agrees with them, and that he/she is aware of the obligation to pay the purchase price for the ordered goods. The buyer is sufficiently notified of these Terms and Conditions before placing the order and has the opportunity to become familiar with them. These Terms and Conditions are then part of the concluded contract of purchase. The contract shall be deemed to have been concluded at the moment when the purchase order is delivered to PLASTIA s.r.o. with the exception of the situation when the goods are out of stock or when PLASTIA s.r.o. loses its ability to deliver.

PLASTIA s.r.o. may withdraw from a concluded contract if inventory is exhausted or if PLASTIA s.r.o. loses the ability to perform the contract (an objective lack of material, energy, staff as a consequence of an epidemic, etc.).
Notwithstanding any other arrangements, the contract of purchase shall be concluded upon acceptance of the goods by the buyer.
The contract shall be concluded in the Czech language, no other language versions shall be binding and are for information only. A concluded contract is archived by the Seller for the purposes of its successful performance, no access is granted to third parties, and the buyer can access it upon request for 3 years. Information about the individual technical steps leading to the conclusion of the contract is evident from the ordering process in the online store, and the buyer has the option to check and correct his/her order before sending it and becoming subject to the obligation to pay the purchase price for the ordered goods.
These Terms and Conditions are also displayed at the website of the www.plastia.eu online store, allowing their archiving and reproduction by the buyer.
Photos and images of the goods are for illustration only and may not correspond to the actual appearance of the goods, which applies in particular to the colour tone of the goods.

III.
Price of the Goods

The prices shown in the online store at www.plastia.eu are the final prices inclusive of VAT at the statutory rate effective on the date of taxable supply, and inclusive of all taxes and fees, exclusive of cost of delivery and the method of payment of the purchase price.
However, buyers-entrepreneurs who log into the online store under their company identification number see the basic prices exclusive of VAT. VAT at the statutory rate effective on the date of taxable supply shall be added to these prices if the respective transaction is subject to VAT.
Errors may occur when the goods posted in the online store are edited. In order to have legal certainty, PLASTIA s.r.o. limits its liability for such potential errors by stating that it is never willing to conclude a contract of purchase at a price that is obviously inadequate to the goods, unless the goods are clearly marked as such (special promotion, discount etc.). No contract of purchase shall be deemed to have been concluded or, respectively, both parties are entitled to withdraw from a contract of purchase (not to accept the purchase price) in the event that the purchase price is shown apparently incorrectly at the online store site www.plastia.eu (without a specific reason, the price is significantly different than for other comparable goods etc.).

The price for the goods can be paid using the following methods:

a) cash on delivery – only for deliveries to addresses in the Czech Republic and in CZK only if the amount does not exceed the legal limit for cash payments

b) bank transfer (payment order) to the seller's account number:

- For purchase orders in CZK: 2521250100/2600
- For orders in EUR from DE, CH, AT: 4556364600/BLZ 855 901 00 EUR.
  IBAN: DE09855901004556364600
- For orders in EUR from all other countries: 2521250207/2600
  IBAN: CZ9526000000002521250207

c) via The Pay payment gateway – by card or so-called ePlatba
When submitting a purchase order, the buyer / payer has the opportunity to use the ePlatba service that redirects him/her to his/her online banking. The buyer then makes the payment via online banking. PLASTIA s.r.o. ships the goods immediately after the payment

confirmation is received. Money transfers are made via the account of The Pay, s.r.o. Sensitive data that you enter in the online banking system are protected by the banks' payment gateways and do not enter any third party environments. Payment processors can only see information about the transaction that is communicated to them by the bank together with the transaction.

d) advance payment invoice - make the payment based on an advance payment invoice that will be sent to you.

Under the Sales Registration Act, the seller is required to issue a receipt to the buyer. At the same time, the seller is required to register the sales revenue with the tax administrator online; within 48 hours in case of a technical issue.

IV.
Terms of Delivery

The goods will always be delivered to the buyer after payment of the total purchase price. The goods can be picked up in person at the place of business of PLASTIA s.r.o., Žďárská 313, 592 14 Nové Veselí (on workdays from 6 a.m. to 14.30 p.m. – we will inform you in advance when goods is ready to pick up), or delivered to you via one of the contractual carriers of PLASTIA s.r.o. (DPD, PPL, Toptrans, and Dachser).

PLASTIA s.r.o. will select the best possible carrier on behalf of the buyer with regard to the type of the goods (quantity, size weight etc.) ordered by the buyer. The buyer has the option to indicate his/her preferred carrier in the notes. However, PLASTIA s.r.o. is not required to accept the selected carrier.

Shipping Fees

Delivery to an address in the Czech Republic..... CZK 125 incl. VAT or EUR 5
Delivery to an address in the Slovak Republic..... CZK 400 incl. VAT or EUR 16
Delivery to an address to continental destinations of EU and (except CZ and SR)…..
Standard 685 CZK incl. VAT or 28 EUR.

However, these costs cannot be determined in advance due to the number of countries in the world, i.e. costs exceeding the above amount may be charged.
In this case, PLASTIA s.r.o. may request the buyer's consent to the cost of shipping, and if such consent is not granted without undue delay, either party is entitled to withdraw from the contract of purchase

For purchases over CZK 2,000 incl. VAT..... FREE SHIPPING within the Czech Republic
For purchases over EUR 100 or CZK 2,500 incl. VAT..... FREE SHIPPING to the Slovak Republic
For purchases over 400 EUR or 10,000 CZK incl. VAT..... FREE SHIPPING to other continental destinations of EU.

Cash on delivery is only available for shipping to addresses in the Czech Republic and for payment in CZK. We charge a fee of CZK 32 incl. VAT for COD delivery within the Czech Republic.

For deliveries to island destination of EU (Ireland, Cyprus, Malta) and to all other non-EU countries your order become „Individual Demand“. In that case, you will be contacted by Plastia s.r.o., and we will tell you individual conditions of delivering goods, or other options how to get goods from your demand.

Delivery times

Czech and Slovak Republics
We dispatch goods in stock **within 2 workdays**. Upon dispatch, the shipment is handed over to the carrier for delivery within the carrier’s delivery times (within 5 workdays).

Other countries
We dispatch goods in stock **within 2 workdays**. Upon dispatch, the shipment is handed over to the carrier for delivery within the carrier’s delivery times (within 14 workdays).

If no delivery time is indicated in the online store for goods that are out of stock and a contract was concluded, the delivery time shall be determined by PLASTIA s.r.o. In the event that the goods are not dispatched within 14 days of ordering, either party shall be entitled to withdraw from the contract.
This shall apply accordingly in the event that the number of pieces of goods in stock is lower than the number ordered by the buyer. In this event, if all goods are not dispatched within 14 days of ordering, either party shall be entitled to withdraw even from part of the contract of purchase (regarding the part of the goods that are out of stock). Upon partial withdrawal from the contract, the goods that are in stock shall be delivered within the delivery times indicated for deliveries of goods in stock.

V.
Withdrawal from a Contract of Purchase by a Consumer

Sample instructions for consumers regarding the right to withdraw from contract and sample form for consumers' withdrawal from contract are available here.
A consumer may not withdraw from contracts specified in Section 1837 of the Civil Code.
The buyer determines and agrees that payments shall be refunded to him/her by bank transfer to the bank account indicated by the buyer as part of the withdrawal. No additional cost shall be incurred by the Buyer in this regard.

VI.
Terms of Claims - Claim Procedure

The PLASTIA s.r.o. Claim Procedure that contains information about the scope, terms and methods of claiming rights arising from defective performance (“claim”) along with information about where to make a claim is available here.
After-sales service for goods and the conditions of this service can be requested at the address PLASTIA s.r.o., Žďárská 313, 592 14 Nové Veselí.

VII.
Personal Data Protection

When processing personal data of its customers, PLASTIA s.r.o. follows the principles of legality, fairness, transparency, limitation of purposes, minimization, accuracy, limitation of storage, integrity and confidentiality. PLASTIA s.r.o. processes personal data for the purposes of performing contracts with customers, for the purposes of fulfilling its applicable statutory obligations and for the purposes of legitimate interests of PLASTIA s.r.o.

VIII.

Extrajudicial Resolution of Consumer Disputes

In the event that a consumer dispute arises between PLASTIA s.r.o. and a consumer from a purchase contract that cannot be resolved by mutual agreement, the consumer may file a petition for extrajudicial resolution of such a dispute to the designated authority for extrajudicial resolution of consumer disputes which is:

Czech Trade Inspection Authority
General Inspectorate – ADR Department
Štěpánská 15
120 00 Prague 2
E-Mail: adr@coi.cz
Web: adr.coi.cz

More information is available at www.coi.cz.

Compliance with the obligations under Act No. 634/1992 Sb., on Consumer Protection, as amended, is supervised by the Czech Trade Inspection Authority (www.coi.cz).

Consumers can also use the platform for on-line dispute resolution which is established by the European Commission at http://ec.europa.eu/consumers/odr/.

General courts are competent to settle the dispute in court.

IX.
Final Arrangements

These Terms and Conditions may be amended or terminated only in writing. For these purpose, a written form shall not include simple electronic communication (e-mail without an electronic signature).
The legal relationship established by a contract of purchase shall be governed by the laws of the Czech Republic, in particular Act No. 89/2012 Sb., Civil Code. Contracts of purchase concluded with consumers shall be also governed by Act No. 634/1992 Sb., on Consumer Protection.
Disputes arising from or associated with a contract of purchase shall be resolved by a court of the Czech Republic with competence over the registered office of PLASTIA s.r.o.
Disputes arising from or associated with a contract of purchase concluded with a consumer shall be resolved in the first instance by the City Court of Brno, resp. the Regional Court Brno.

Disputes arising from or associated with a contract of purchase concluded with a consumer shall be resolved by a court of the Czech Republic in all cases where this may be agreed with the consumer in accordance with applicable legislation.