

General Terms and Conditions

We are MANUFAKTURA s.r.o., with the registered office at Melantrichova 970/17, Staré Město, Prague 1, 110 00, Company ID: 031 27 371, we are registered at the Municipal Court in Prague, file No C 343582.

You can find our brick-and-mortar shops [here](#).

The contact details of the e-shop are:

Email: eshop@manufaktura.cz

Phone: +420 230 234 392

Address for returning goods and complaints: MANUFAKTURA s.r.o., Nábřeží 90/4, Smíchov, Prague 5, 150 00

Contact details of the registered office of the company:

Email: info@manufaktura.cz

You can also communicate with us on the website via chat.

We operate the e-shop at www.manufaktura.cz.

I. Introduction

1. These General Terms and Conditions govern our relationship with you when you shop on our e-shop. They are part of the Purchase Agreement. However, if we agree on something other than in these General Terms and Conditions, such agreement takes precedence.
2. These General Terms and Conditions apply to consumers. If you do not purchase as a consumer, the general legislation applies to our relations, which you can find mainly in the Civil Code. Section 1732(2) of the Civil Code will not be used.
3. If you are interested in information about working with your personal data, you can find it on our website, in the footer.

II. Restrictions on payment and delivery

1. You can use the following methods to pay on our e-shop:
 - credit card
 - instant bank transfer
 - bank transfer
 - cash on delivery

- cash upon pick-up in person (at the premises operated by Český národní podnik s.r.o., Company ID 496 87 387 or by Jana Dutková, Company ID: 447 34 468 or Jana Mohylová, Company ID: 017 75 791)
- 2. We also deliver goods abroad, with the exception of the Russian Federation, Ukraine, Belarus and the United Kingdom, unless we agree otherwise individually.
- 3. You can also pick up the goods in our brick-and-mortar shops.

III. User account

1. You can create your own user account on our website and use it to order goods. However, the account is not necessary, you can buy from us even without it.
2. Please guard your access data to your account. Keep the information and data you fill in in your account up to date.
3. The user account may not be available at all times, sometimes we need to perform maintenance or repair of the system. We apologize for any inconvenience.

IV. Reviews

1. You can find reviews from our customers on our website or social networks.
2. You can find information about how we work with reviews [here](#).

V. Our goods

1. You will find information about your chosen product, including availability, delivery date and price, on the e-shop. Nevertheless, we may enter into a Purchase Agreement with you under other terms and conditions negotiated separately.
2. If the product is listed on our e-shop as unpacked, open, with a defect or other similar reason for its discount, please remember that you cannot complain about it for this reason. Otherwise, the complaint about these products are also governed by the general rules, which you can find below.
3. All prices are inclusive of all taxes and fees, excluding delivery costs. You will find these listed below, as part of the purchase process.
4. If somewhere we quote a price that is clearly incorrect, this price does not bind us and the Agreement between us did not arise.

VI. Order

1. Place the required goods in the Basket. We will guide you through the ordering process step by step.
2. You will find information about the goods, quantity and price in the purchase form, you choose the method of transport and thus see the final amount, including the price of the goods and the cost of delivery. On the basis of this information, you create an order (hereinafter referred to as the '**Order**').
3. You can check and change the data before submitting the Order.
4. Submit your order by clicking the 'Confirm Purchase' button.
5. We will confirm that we have received your Order by email.
6. If your Order seems unusual to us (e.g. due to quantity, unusual parameters, etc.), we may contact you with a request for additional confirmation. In this case, we will conclude the Purchase Agreement only at the moment of mutual confirmation of such Order.
7. If you order our goods by phone, we will send you a summary of your Order by email (or, if you wish, via a text message). The Agreement is concluded between us as soon as you confirm such Order. You can do this, for example, by paying for the ordered goods.
8. The costs of remote communication in connection with the Order are borne by you. However, these costs do not differ in any way from the normal rates.

VII. Delivery

1. We will deliver the goods to you in the manner you choose in the Basket, within the specified time, to the address specified by you.
2. You can also pick up the goods in person at the selected shop.
3. Please remember that just as we have an obligation to deliver the goods to you, **you have an obligation to pick them up**. If you breach this obligation, we have the right to claim damages from you. This means, for example, paying additional costs associated with futile delivery (even repeated) or reasonable storage costs. We also have the option to withdraw from the Agreement.
4. Please check the goods immediately upon receipt and let us know of any defects, ideally without undue delay. We will resolve them as part of the complaint process (more on that later). Quick response and documents on your part help us to solve the case effectively also with our business partners. Thank you.

VIII. Payment

1. We always provide information about the price of goods including VAT in the offer of a given product.
2. You can use the following methods to pay the purchase price and the cost of delivery of the goods:
 - online payment by credit card
 - instant bank transfer
 - bank transfer
 - cash on delivery
 - cash at the shop operated by Český národní podnik s.r.o., Company ID: 496 87 387 or by Jana Dutková, Company ID: 447 34 468 or Jana Mohylová, Company ID: 017 75 791
3. If you pay cash on delivery or in cash, the total price is payable upon receipt of the goods.
4. If you pay cashless, the total price is payable at the conclusion of the Agreement. We ship the goods and the delivery dates start to run after the total price has been credited to our account.
5. We will issue an invoice for each payment. We will send it in electronic form to the specified email address on the day of dispatch of the goods. In the case of a purchase by a person from the EU (outside the Czech Republic) with valid VAT, it is necessary to prove the VAT registration. During pick-up in person, you will receive an invoice physically in the shop or we will send it electronically by email and you can also download it in your user account.
6. Possible discounts cannot be combined.

IX. Returns (withdrawal)

1. If you shop with us as a consumer, you can withdraw from the Purchase Agreement. In short, this means that the Purchase Agreement is 'cancelled' – you return the purchased goods to us and we give you the money. The following rules apply to such withdrawal.
2. Withdrawal from the Agreement is not possible for every type of goods – it is determined by their nature. It applies to goods that:
 - are subject to **rapid deterioration** or **have a short shelf life**;
 - you have **irreversibly integrated** with other products after delivery;
 - we have **produced according to your requirements** or **adapted to your personal needs**;
 - we have delivered **in a sealed package and it cannot be returned after you have broken the package for health or hygiene reasons**.

3. In other cases, you can return the goods within 14 days of receipt – whether by you or a person authorized by you (the carrier does not count in this case). If we delivered the goods in parts, this period runs from the delivery of the last part or the last piece of one Order. If we have agreed on regular delivery of goods for a certain period of time, the 14-day period runs from the first delivery.
4. You can **get acquainted** with the goods within 14 days (its nature, features and functionality). However, treat it appropriately and with care – really only as necessary to **familiarize yourself** with the goods. For example, if a sample of the product is included, test whether the product fits you using such sample.
5. Let us know in any way within 14 days that you wish to return the goods (and therefore withdraw from the Agreement or part thereof).
6. You can use the withdrawal form at the end of these General Terms and Conditions, but its use is not a condition.
7. Ideally, tell us your order number, date of purchase, your bank details and the method of refund. You do not have to provide a reason for withdrawal from the Agreement.
8. We will refund you the amount that corresponds to the price of the goods and the costs paid for its delivery immediately after returning or at least proving the handover of the goods for transport back to us. By law, we have the right to refund you the amount that corresponds to the cheapest delivery method that you could choose in our e-shop for the delivery of the goods in question.
9. We will refund you in the same way as we received payment from you unless you choose another method.
10. We will refund the amount immediately, no later than 14 days after your withdrawal. However, we may withhold the refund until we have received the goods or you have provided evidence that you have handed them over for transport back to us, whichever is the earliest.
11. Send the goods to our address: MANUFATURA s.r.o., Nábřežní 90/4, 150 00 Prague 5, within 14 days of withdrawal. Please understand that we do not accept cash on delivery shipments.
12. Return the goods complete, they must not be modified, worn or damaged. We have the right to assess whether the returned goods are undamaged, intact and whether you have not reduced their value through inadequate handling. If you damage or wear the goods by improper handling or inadequate testing, we may ask you to compensate for the reduction in the value of the goods and set it off against the refund.
13. The cost of returning the goods back to us is borne by you.
14. If you withdraw from the purchase of goods which included a gift, we have sent this gift with the so-called termination condition: the donation contract is also terminated in the event of

withdrawal from the Purchase Agreement or its part. Please send the gift back to us along with the goods unless we agree otherwise. Again, we have the right to offset any damage against the refunded amount.

X. How to complain about defects

1. We are responsible for the fact that the goods do not have a defect upon receipt. This means that at the time you take them over, the goods:
 - correspond to your Order (it is the required product in the agreed quantity, quality, functionality, compatibility, interoperability or has other agreed features or characteristics that you can reasonably expect with respect to our advertisements and other materials by us or our business partners)
 - are suitable for the agreed or required purpose
 - fit for the purpose for which goods of this kind are normally used
 - have agreed accessories, packaging or instructions for use, if necessary
 - correspond to the quality or design of the sample or template
 - comply with legislation
2. If we have expressly notified you before the purchase that a feature of the item is different and you have agreed to such feature, you cannot complain about the goods for such feature. It is also not possible to complain about the item for defects for which it was discounted and we have notified you in advance of this reason for the discount.
3. If the defect manifests itself within 1 year of receipt, it is considered that the item was defective at the time of receipt, unless it is excluded from the nature of the product or defect. This period does not run (stops) during the time when you cannot use the item in the case of a (legitimate) complaint.
4. You may complain about the item if the defect occurred within 2 years of receipt of the goods. This period does not run (stops) during the time when you cannot use the item in the case of a (legitimate) complaint.
5. The national law of some other countries may provide for stricter rules on complaints, which are governed by the consumer's place of residence.

How to make a complaint

6. You can complain about the goods in any way. Call us, write an email or letter.
7. Please tell us:

- your contact details to let you know once the complaint has been settled
 - how the defect manifests itself and when you found it
 - how do you wish to handle the complaint
 - we will also need any document or proof of purchase
8. Please send us the defective goods together with the complaint form. Sometimes just sending a photo can be enough – we would let you know. Ideally, contact us in advance, we will come to terms with you.
 9. Pack the goods appropriately to avoid damage during transport. Please understand that for most complaints (and their assessment) it is necessary to send the goods complete - again in this case, ideally contact us in advance, we will agree if this is your case.
 10. When making a complaint, we will send you an electronic written confirmation of the complaint, then also of its settlement.

What you can request

11. First of all, you can ask us to repair, supplement or replace the goods.
12. If the chosen method is impossible (for example, the goods are no longer sold) or disproportionately expensive (for example, you only need to deliver accessories that we forgot to include), we can adjust your choice.
13. You may also want a reasonable discount or withdraw from the Agreement. It applies to the following cases:
 - we refused to remove the defect or did not remove it properly within the prescribed period or it is obvious that we will not be able to remove it or manage it in time
 - the defect manifests itself repeatedly
 - the defect is substantial

It is not possible to withdraw from the Agreement (and therefore you are only entitled to a discount) if the defect is insignificant. However, it is generally considered that the defect is of a significant nature.

How we handle complaints

14. We will handle the complaint immediately, at the latest we must handle it within 30 days, unless we agree otherwise. Otherwise, you can withdraw from the Agreement or request a reasonable discount.

15. We will inform you about the settlement of the complaint on your contact details that you have filled in during the complaint. If you do not take back the item, we may ask you for reasonable costs associated with storing the item.
16. We will reimburse you for the costs you reasonably incur for a legitimate complaint. Ask us for reimbursement as soon as possible, no later than one month from the end of the complaint period, otherwise you will not be entitled to these costs.

XI. Loyalty program

Participation in the loyalty program

1. By registering in the shop, you automatically enter the MANUFATURA CLUB loyalty program.
2. By registering, you create an account, which is also used to manage the earned points, rewards and benefits of the loyalty program.
3. A Club member may be a natural person over 18 years of age who meets any additional conditions for membership set out in these General Terms and Conditions and makes a proper registration.
4. For proper registration, it is necessary to state all requirements in the registration form on <https://manufaktura.cz/registrace/>, i.e. full name, email, telephone, gender, year of birth, postcode and consent to the processing of personal data and General Terms and Conditions.
5. The Club member is assigned an electronic loyalty card which can be found in the account.
6. Participation in the program is free of charge and does not create an obligation to purchase our goods or services.

Loyalty program principle

7. The Club member collects loyalty points in their account for purchases and orders made:
 - in the Manufaktura brick-and-mortar shops operated by:
Český národní podnik s.r.o., Company ID: 496 87 387 or
Jana Dutková, Company ID: 447 34 468 (franchise) or
Jana Mohylová, Company ID: 017 75 791 (franchise)
 - on the manufaktura.cz online shop
8. The Club member may receive discount vouchers for the purchase of Manufaktura products or other benefits in exchange for the collected points.
9. Neither the benefits of the Club nor the points accumulated can be transferred or sold.
10. The Club member can only own one account.
11. Points or benefits cannot be exchanged for cash.

12. The benefits cannot be combined with other promotions and discounts.

System of collecting points

13. A member is entitled to 1 loyalty point for every CZK 25 spent. The amount is always rounded down. When paying CZK 49, the customer receives 1 point.
14. To add points for an online purchase in the manufaktura.cz online shop, the purchase must be made after logging into the account.
15. To add points for purchases in Manufaktura brick-and-mortar shops, it is necessary to identify yourself with an electronic loyalty Club membership card before paying.
16. The validity of points is extended by 365 days with each purchase. In the event of the expiration date, the member loses the right to claim all points collected and not yet used.
17. The member can verify the validity of points in the account.
18. We reserve the right to change the points allocation system.
19. Retroactive awarding of points is possible only if the club member sends a request to klub@manufaktura.cz no later than 14 days from the date of purchase. The request must include a photo of the receipt and the email address that the customer uses to sign up for the loyalty program. The Seller has 3 months from the date of sending to award the points. However, we reserve the right not to award points.
20. All products have the same value of points. Points are not awarded for gift certificates (electronic or printed) and transport costs.
21. The maximum number of points you can achieve at any one time is 450.
22. Points are credited to each participant within 14 days after the purchase.
23. Merging points with other accounts is not possible.

Exchange of loyalty points

24. The points are exchanged by the club member in the account.
25. The Club member will receive a discount voucher for the points that they can use in the Manufaktura shops or on the manufaktura.cz online shop.
26. The transfer of points to vouchers is governed by the following mechanism:
 - 100 points = CZK 100 discount for purchases over CZK 199
 - 200 points = CZK 300 discount for purchases over CZK 599
 - 300 points = CZK 600 discount for purchases over CZK 1,199
 - 400 points = CZK 1,000 discount for purchases over CZK 1,999
27. After exchanging points, the member will receive a voucher with a unique code by email and it will also be displayed in the account.
28. The voucher is valid for 3 months from its generation.

29. The member receives a discount in the form of a voucher.
30. The voucher cannot be combined with other promotions and discounts.
31. The voucher can only be redeemed by the Club member in whose account the voucher has been activated before its expiry.
32. The voucher can be used by the member to purchase goods in the Manufaktura shops, after submitting the voucher in electronic form to the service before payment or on the manufaktura.cz online shop after entering the code in the discount code box in the first step in the basket.
33. The discount is valid after fulfilling the purchase value for the entire range of products except gift certificates.

Blocking and deleting your account

34. An account may be blocked if a member does not comply with the rules described in this document or intentionally provided incorrect personal data or posed as another person during registration.
35. The member may request the deletion of the account at any time by sending an email to klub@manufaktura.cz. We reserve a period of 30 days from the date of receipt of the request for deletion for this operation.

Termination or modification of Club Terms and Conditions

36. We reserve the right to change the rules of participation in the Club, but the introduced changes will not reduce the rights acquired by the members. Members will be informed about changes on the shop's website, by email or text message.
37. We reserve the right to suspend or close the Club at any time during its duration, provided that the rights acquired by the members are retained. In the event of closure or suspension of the Club, the member will be entitled to exchange points until their expiry.
38. The member has the right to file a complaint in connection with the implementation of the provisions of these General Terms and Conditions, in particular to the extent of the points awarded or the discount applied. The complaint should ideally be sent by email to klub@manufaktura.cz.

XII. Conclusion

1. Pursuant to Act No 634/1992 Coll., on consumer protection, you have the right to an out-of-court settlement of a consumer dispute arising from the Purchase Agreement. In this case, you can

contact the Czech Trade Inspection Authority (Central Inspectorate - ADR Department, Štěpánská 15, 120 00 Prague 2; email: adr@coi.cz, website: adr.coi.cz). An out-of-court settlement is initiated exclusively at your request, in the event that the dispute has not been resolved directly with us. You can file a motion no later than 1 year from the date on which you first exercised your right that is the subject of the dispute with us. You can start an out-of-court online dispute resolution through the ODR platform, available at ec.europa.eu/consumers/odr/.

2. We do business on the basis of a trade license. Supervision is exercised by the Trade Licensing Office and, to the legally defined extent, the Czech Trade Inspection Authority, which you can contact in case of a complaint.
3. Please understand that we do not accept cash on delivery shipments.
4. The Agreement is stored with us, but we do not provide access to it.
5. We conclude the Agreement in Czech or English.
6. Our relations are governed by the law of the Czech Republic. This is without prejudice to consumer rights arising from generally binding legislation in force.
7. All rights to our website, in particular copyright to the content, including page layout, photos, films, graphics, trademarks, logos, products and other content and elements, belong to us. We prohibit copying, modifying or otherwise using them beyond the scope of the Purchase Agreement without our consent.

In Prague on 6 January 2023