

General Terms and Conditions, Purchase and Complaints Regulations

Goods that are individually manufactured or modified on the basis of a customer's order cannot be returned within the statutory period of 14 days - see § 1837, letter d) of the Civil Code - this is a delivery of goods modified according to the consumer's wishes or for his person

1. General provisions

- a) The operator of this website is the company NINJA COLOR s.r.o., with its registered office at Štěpánská 27, 1100 Prague 1, and its business premises at U Dubu 92, 147 00 Prague | tel.: (+420) 244-466-666, 777-788-345, 607-411-511 | e-mail: dtpstudio@ninjacolor.com, dtp@dtpstudio.cz | GPS 50°02`414 14°25`484 Company ID: 08419281, VAT: CZ08419281.
- b) By placing an order, the Buyer accepts the General Terms and Conditions of Sale, Purchase and Complaints Regulations promulgated by the Seller (hereinafter referred to as "Terms and Conditions"). Relations between the Buyer and the Seller are governed by the valid wording of these Terms and Conditions, which are binding on both parties, unless otherwise expressly provided for in the contract. The Terms and Conditions define and specify the rights and obligations of the Seller (NINJA COLOR s.r.o.) and its customers (Buyers) and in their valid wording form the content of the contract for the supply of goods, or is an integral part thereof. The General Terms and Conditions of Sale, Purchase and Complaints Regulations shall apply unless a separate framework/purchase/other similar contract is concluded between the Seller and the Buyer.
- c) The ordered goods are sent as standard only within the Czech Republic (delivery outside the Czech Republic is dealt with individually). By submitting the order, the customer confirms his/her agreement with the terms and conditions and the complaints procedure of the e-commerce website. Upon receipt of the order, a confirmation of receipt of the order and a total summary of the ordered goods will be sent to your e-mail address. You will receive a tax receipt with the exact amount, adjusted for individual discounts, after the ordered goods have been sent electronically or by post.

2. Subject of the contract

The subject matter of the contract is only the items expressly stated in the purchase contract - the accepted order (hereinafter referred to as the goods). NINJA COLOR s.r.o. (hereinafter referred to as the Seller) undertakes to deliver to its customers faultless goods in accordance with the specification or with the characteristics usual for the type of goods and complying with the standards, regulations and regulations in force in the Czech Republic.

3. Ordering the goods, conclusion of the contract

- a) The validity of an electronic order is conditional on the completion of all the data and requirements prescribed by the form. The order is a proposal to conclude a purchase contract. Unless otherwise notified by the Seller to the Buyer within 5 days of receipt of the order, the formal confirmation of the order by the Seller is not required for the conclusion of the purchase contract, the contract is formed by the delivery of the goods to the Buyer. In justified cases, especially for orders of goods with a higher total value, the Seller may reserve that the moment of conclusion of the contract is the delivery of confirmation of receipt of the order - in such a case, the customer will be informed of the conclusion of the purchase contract or of the rejection of the order within 5 days of receipt of the order.

- b) Depending on the nature of the subject of the order (quantity of goods, amount of price, transport costs, distance, etc.), the Seller is always entitled to ask the Buyer to authorize the order in an appropriate manner, e.g. by telephone or in writing. If the Buyer refuses to authorise the order in the requested manner, the order shall be deemed invalid.

4. Prices and payments

The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways - in cash upon personal collection at the Supplier's location, in cash on delivery at the location specified by the Buyer in the order or by wire transfer to the Seller's account (hereinafter referred to as the "Seller's Account").

Together with the purchase price, the Buyer is also obliged to pay the Seller the costs associated with the packaging and delivery of the goods. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.

In the case of payment in cash or cash on delivery, the purchase price is payable on receipt of the goods. In the case of non-cash payment, the purchase price is payable within 5 days of the conclusion of the purchase contract.

In case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. 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 account.

The Seller is entitled, especially in the event that the Buyer fails to confirm the order subsequently, to require payment of the full purchase price before the goods are sent to the Buyer.

Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined.

If it is customary in the course of business or if it is provided for by generally binding legal regulations, the Seller shall issue a tax document - invoice to the Buyer in respect of payments made under the Purchase Agreement. The Seller shall be liable for value added tax. The tax document - invoice shall be issued by the Seller to the Buyer after payment of the price of the goods and sent in written form together with the goods or in electronic form to the Buyer's electronic address.

5. Transport conditions, postage

An overview of possible delivery methods and their prices.

- a) Shipments dispatched from the Supplier's registered office are subject to the postage costs indicated on the order.
- b) For delivery on delivery on delivery, postage and handling costs shall be added to each consignment at the rate stated on the order.
- c) Shipments are normally delivered by Czech Post and DPD.

6. Delivery time

- a) Goods will normally be dispatched to the Customer within 5 working days of payment of the order, or within 5 days of receipt of the order in the case of cash on delivery, or the Customer will be notified within this period that the shipment cannot be delivered within this period.
- b) The Buyer is obliged to accept the goods from the carrier properly, check the integrity of the packaging, the number of packages and in case of any defects immediately notify the carrier of the defects found. The invoice and tax receipt are then enclosed in the marked package.

7. Warranty, service

The warranty period for defects in the delivered goods starts from the date of delivery to the buyer. The seller guarantees the quality and completeness of the delivery. The minimum durability and the batch of products are indicated on all products, the warranty period ranges from 6 to 24 months. If the Buyer discovers any defects upon receipt of the goods, he must always notify the Seller of these facts in writing by registered letter without undue delay, but no later than 5 days after receipt of the goods. Complaints can also be resolved by telephone at the contact numbers on working days between 8:00-16:00 or by email at eshop@dtfstudio.cz. We do not accept cash on delivery!

8. Withdrawal from the contract

In accordance with Section 53 (7) of the Civil Code, the buyer, who is a consumer, is entitled to withdraw from the contract without giving reasons and without any penalty within 14 days of delivery of the goods. This provision applies to individualised goods such as colour swatches, supplementary products for programmes. In this case, the seller applies a cancellation fee of 20% of the purchase price excluding VAT. In the event of the application of Section 53 (7) of the Civil Code, the purchase price will be refunded to the buyer against the return of the goods. To withdraw from the contract, please send an email to eshop@dtfstudio.cz with the following text: "I want to unilaterally withdraw from the contract dated DD.MM.YYYY No. (order number) and request a refund of the amount paid for the goods to the address (if you request a refund to your account, please specify the account number)." date and signature. Alternatively, other text of a similar nature may be included to express an intention to withdraw from the contract.

- a) the goods must be completely intact, undamaged and unsoiled and in the same condition as when delivered.
- a) (b) the tax receipt sent to you with the goods must accompany the shipment.
- b) the goods should be sent by ordinary parcel (we recommend to insure them, do not send COD - we do not accept such parcels).
- c) We recommend that you indicate in the enclosed letter how you want to send the money for the returned goods.
- d) the customer must deliver the parcel back to our address within 14 days of receiving the goods

In the event of withdrawal, we undertake to contact you immediately by e-mail or telephone to arrange further action (replacement of the ordered goods with another, cancellation of the order, etc.). Unless otherwise agreed, if all of the above conditions for returning the goods are met, we will send you the money for the goods by bank transfer or bank transfer to your account within 10 working days after physical receipt of the goods, but no later than 30 days after receipt of the withdrawal. Section 53(10) of the Civil Code provides that if the consumer withdraws from the contract within the statutory 14-day period or fails to take delivery of the goods, the supplier is entitled to reimbursement of the costs actually incurred. This includes the costs of transport if the seller has borne them. The delivery costs are not the purchase price, which will be refunded, and the supplier is entitled to recover the delivery costs even in the case of cash on delivery.

The buyer, who is a consumer, has the right to cancel the order at any time before the goods are dispatched and without any penalty. Cancellation can be made either by phone or by email to eshop@dtfstudio.cz with the text "I withdraw from order no. (order number) "dated DD.MM.YYYYY"

9. Cancellation of the order by the operator

The Seller reserves the right to cancel the order or part of it in the following cases: the goods are no longer produced or delivered, the price has changed significantly. In the event that this situation arises, we undertake to contact you immediately by e-mail or telephone and agree with you on the next course of action (replacement of the ordered goods with others, cancellation of the order). In the event that the buyer has already paid part or all of the purchase price, this amount will be transferred back to his account or address within 10 working days, but no later than 30 days from the cancellation of the order by the seller.

10. Protection of personal data

Your personal data is confidential and is only processed for the purpose of processing your order. They are not disclosed to any third parties, except for partners providing payment or transport in connection with your order (e.g. banks, carriers). We do not sell, disclose or otherwise provide your data to any third party. We value your trust and protect your private data from misuse. At the same time, by submitting an order, the buyer confirms and agrees that NINJA COLOR s.r.o. processes the personal data provided in the order form for the purpose of offering trade and services in accordance with Act No. 101/2000 Coll. on the protection of personal data. This consent is valid for an indefinite period of time with the possibility of written revocation.

11. Final provisions

These Terms and Conditions shall apply in the wording set out on the Seller's website on the date of sending the electronic order, unless otherwise agreed in writing between the parties. In the case of a permanent contractual relationship (if a framework purchase agreement is concluded in writing), the buyer has the right to withdraw from the framework agreement if there is a substantial negative change in the terms and conditions after the agreement has been signed. If the buyer returns the order after the date on which the negative change in the terms and conditions became effective, the buyer agrees to the change and is no longer entitled to withdraw from the framework contract. Withdrawal is effective upon delivery to the Seller, but does not apply to a shipment already forwarded to the carrier for delivery to the Buyer. By submitting an electronic order, the Buyer accepts without reservation all provisions of the terms and conditions as in force on the date of the order, as well as the price of the ordered goods (including shipping and transport costs, if applicable) as stated in the price list on the website, unless otherwise demonstrably agreed in a specific case. The parties expressly agree, pursuant to Section 262(1) of the Commercial Code, that unless otherwise expressly provided for in these terms and conditions, their rights and obligations under the contract shall be governed by the Commercial Code, in particular Section 409 et seq. thereof, and other laws of the Czech Republic. If the contracting party is a consumer, the Civil Code and the Consumer Protection Act shall govern the relations not governed by these Terms and Conditions.