

TERMS AND CONDITIONS

I. Basic Provisions

1. These General Terms and Conditions ("Terms and Conditions") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (the "Civil Code").

- Seller: Veronika Baranková
- Company ID (CIN): 86976494 / VAT ID: CZ8361090430
- Registered office: Františkova 911/17, Prague 14, 198 00, Czech Republic
- Competent authority under Section 71(2): Office of the Prague 14 Municipal District
- Contact person: Veronika Baranková
- e-mail: info@odlito.cz
- telefon: +420 774 74 54 54
- www.odlito.cz

(hereinafter the "Seller").

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who concludes a purchase contract outside the scope of their business as a consumer or within the scope of their business activity (hereinafter the "Buyer") via the web interface located at www.odlito.cz (the "Online Store").

3. The provisions of these Terms and Conditions form an integral part of the purchase contract. Any deviating provisions in the purchase contract prevail over these Terms and Conditions.

4. These Terms and Conditions and the purchase contract are translated from Czech into English. This English version is for information purposes only. In the event of any discrepancies, the Czech version shall prevail.

II. Information on Goods and Prices

1. Information about goods, including prices and main characteristics, is provided for each item in the Online Store catalogue. Prices include VAT, all related fees, and return costs where the nature of the goods prevents return by ordinary post. Prices remain valid for the time they are displayed in the Online Store. This does not exclude the option to agree a purchase contract on individually agreed terms.

2. All product presentations in the Online Store are for information only and the Seller is not obliged to conclude a purchase contract for such goods.

3. Information on packaging and delivery costs is published in the Online Store and applies only to deliveries within the Czech Republic.

4. Any discounts on the purchase price cannot be combined unless otherwise agreed between the Seller and the Buyer.

5. Technical specifications (dimensions, weight, colour, material) are listed with each product. The Buyer may verify these at any time and contact the Seller in case of doubt. For handmade products, slight deviations in size, colour, or surface texture may occur without affecting functionality.

III. Order and Conclusion of the Purchase Contract

1. The Buyer bears their own costs for remote means of communication used to conclude the contract (internet connection, phone calls); these costs do not differ from the base rate.
2. The Buyer places orders:
 - via their customer account (after prior registration), or
 - by completing the order form without registration.
3. When placing an order, the Buyer selects the goods, quantity, payment method, and delivery method.
4. Before submitting the order, the Buyer may check and change the entered data. The order is submitted by clicking "Submit order". The Seller considers the data in the order correct. A valid order requires completion of all mandatory fields and confirmation that the Buyer has read these Terms and Conditions.
5. Immediately after receiving the order, the Seller sends an automatic confirmation to the Buyer's e-mail. This confirmation is informational only and does not constitute acceptance. The purchase contract is concluded when the Seller expressly informs the Buyer that the order has been accepted and is being processed. The current version of the Terms and Conditions is attached.
6. If the Seller cannot fulfil any requirement in the order, the Seller will send a modified offer to the Buyer's e-mail. The modified offer is a new proposal; the contract is concluded upon the Buyer's acceptance sent to the Seller's e-mail stated herein.
7. All orders received by the Seller are binding. The Buyer may cancel the order until the Seller sends the acceptance notice, by phone or e-mail as stated herein.
8. If an obvious technical error occurs on the Seller's side in stating the price in the Online Store or during ordering, the Seller is not obliged to deliver at the clearly incorrect price, even if an automatic confirmation was sent. The Seller will inform the Buyer without undue delay and send a modified offer; the contract is then concluded upon the Buyer's acceptance.

IV. Customer Account

1. After registration, the Buyer may access a customer account and place orders from it; ordering without registration is also possible.
2. The Buyer must provide true and correct data during registration and ordering and update them when they change. The Seller considers these data correct.
3. Access is secured by username and password. The Buyer must keep access credentials confidential. The Seller is not liable for misuse by third parties.
4. The Buyer may not allow third parties to use the account.
5. The Seller may cancel the account, especially if unused for a longer period or if the Buyer breaches contractual or Terms obligations.
6. The Buyer acknowledges the account may not be continuously available due to necessary maintenance of the Seller's or third parties' hardware/software.

V. Payment Terms and Delivery of Goods

1. The Buyer may pay the purchase price and any delivery costs:

- by bank transfer to the Seller's account No. 5831562349/0800 (Česká spořitelna), IBAN: CZ8008000000005831562349, BIC/SWIFT: GIBACZPX;
- cash on delivery or in cash upon handover.

1a. Available payment methods:

- Online card payment (FREE) – instant payment via Shoptet Pay (Mastercard, Visa).
- Google Pay (FREE) – fast contactless payment via Google account.
- Fast online bank transfer (FREE) – direct payment via internet banking through Shoptet Pay.
- Bank transfer (FREE) – advance payment to account 5831562349/0800, variable symbol = order number.
- Cash on delivery (CZK 39) – payment upon receipt with all carriers.

2. Together with the purchase price, the Buyer shall pay agreed packaging and delivery costs. Unless expressly stated otherwise, "purchase price" includes delivery costs.

3. For cash payment, the price is due upon receipt. For bank transfer, due within 4 days of the contract.

4. When paying via a payment gateway, the Buyer follows the provider's instructions.

5. For bank transfers, the obligation to pay is fulfilled when the amount is credited to the Seller's account.

6. The Seller does not require any advance payment; prepayment of the purchase price is not an advance.

7. Under the Act on Sales Records, the Seller is obliged to issue a receipt and record the received sale with the tax administrator online, or within 48 hours in case of technical outage.

8. Goods are delivered:

- to the address specified by the Buyer in the order, or
- to a pick-up point address selected by the Buyer.

9. Delivery method is chosen during ordering.

10. Delivery costs according to the chosen method are stated in the order and in the Seller's confirmation. If a special delivery method is agreed at the Buyer's request, the Buyer bears the risk and any additional costs.

11. If the Seller must deliver to a place specified by the Buyer, the Buyer must accept the goods on delivery. If redelivery or a different method is required due to the Buyer, the Buyer bears related costs.

12. Upon receipt from the carrier, the Buyer must check that the packaging is intact and report defects to the carrier immediately. If tampering is suspected, the Buyer need not accept the parcel.

13. The Seller issues a tax document – invoice – sent to the Buyer's e-mail and/or enclosed with the goods.

14. Title passes to the Buyer upon full payment of the price including delivery, but not earlier than upon receipt. Risk of accidental destruction, damage, or loss passes upon receipt, or when the Buyer should have accepted but failed to do so.

15. The Seller usually dispatches goods within 1–3 business days after receiving the order or after the payment has been credited to the account (in the case of bank transfer). The delivery time depends on the selected shipping method and the carrier:

- Zásilkovna (pickup point/box): usually within 2 business days after dispatch
- Zásilkovna (to address): usually within 3–5 business days after dispatch
- DPD and PPL (pickup point/box): usually within 2 business days after dispatch

- DPD and PPL (to address): usually within 3–5 business days after dispatch
- Balíkovna: according to the standard delivery times of Česká pošta

Free shipping applies when delivered via Zásilkovna (pickup box or delivery to address). For other carriers (DPD, PPL, Balíkovna), the shipping costs are borne by the Buyer. Exact delivery times may vary depending on the carrier's workload. The Buyer will always be informed by e-mail once the shipment has been dispatched.

16. The Buyer is responsible for the goods from the moment of receipt. Before accepting, the Buyer should check the packaging. If visibly damaged (tearing, dents, wetting), the Buyer may refuse the parcel and state the reason in the handover record or inform the carrier. If accepted despite damage, we recommend checking the contents in the carrier's presence, documenting any damage, and contacting the Seller immediately.

VI. Withdrawal from the Contract

1. A Buyer who concluded the contract as a consumer has the right to withdraw.

2. The withdrawal period is 14 days:

- from receipt of the goods;
- from receipt of the last delivery where the contract concerns several kinds or parts;
- from receipt of the first delivery where the contract concerns regular repeated delivery.

3. The Buyer may not withdraw, inter alia, from contracts for:

- services performed with prior express consent before the withdrawal period ends, where the Buyer was informed there is no right to withdraw;
- goods/services whose price depends on financial market fluctuations beyond the Seller's control;
- alcoholic beverages deliverable after 30 days, price dependent on market fluctuations;
- goods made to the Buyer's specifications or clearly personalized;
- perishable goods or goods irreversibly mixed after delivery;
- sealed goods unsealed by the Buyer that cannot be returned for hygiene reasons;
- audio/video recordings or computer software if their seal was broken;
- newspapers, periodicals, or magazines;
- digital content not supplied on a tangible medium delivered with the Buyer's prior express consent before the withdrawal period ends, where the Buyer was informed there is no right to withdraw;
- and other cases under Section 1837 of the Civil Code.

4. To meet the deadline, the Buyer must send a withdrawal statement within the 14-day period.

5. The Buyer may use the Seller's model withdrawal form. The withdrawal should be sent to the Seller's e-mail or postal address listed herein. The Seller will confirm receipt without delay.

6. A Buyer who withdraws must return the goods within 14 days of withdrawal. Return costs are borne by the Seller. The Buyer may use the free return method described on the [Withdrawal from Contract / Return of Goods](#) page or as agreed with the Seller.

7. Upon withdrawal, the Seller returns without delay, no later than 14 days after withdrawal, all monies received including delivery costs, using the same method, unless agreed otherwise without additional costs for the Buyer.

8. If the Buyer chose a more expensive delivery method than the cheapest offered, the Seller refunds only the amount corresponding to the cheapest method.

9. The Seller is not obliged to refund before the Buyer hands over the goods or proves dispatch.

10. The Buyer must return the goods undamaged, unworn, and clean, ideally in the original packaging. The Seller may set off compensation for damage against the refund.

11. The Seller may withdraw due to out-of-stock, unavailability, or discontinued manufacture/import. The Seller will inform the Buyer by e-mail without delay and refund within 14 days using the same method or as specified by the Buyer.

VII. Rights from Defective Performance

1. The Seller warrants the goods are free of defects upon receipt. In particular, at the time of receipt the goods:

- have the characteristics agreed by the parties, or, absent agreement, those described by the Seller/manufacturer or expected given the nature and advertising;
- are fit for the purpose stated by the Seller or for which such goods are usually used;
- correspond in quality or workmanship to a sample or model, where quality or workmanship was determined thereby;
- are in the appropriate quantity, measure, or weight and comply with legal requirements.

2. The Seller's obligations from defective performance last at least as long as the manufacturer's. The Buyer may otherwise exercise rights for defects of consumer goods within 24 months of receipt.

3. If a period of usability is stated on the goods, packaging, instructions, or in advertising, provisions on quality guarantee apply. If a defect is rightly claimed, the period for exercising rights and the guarantee period do not run while the Buyer cannot use the goods.

4. The above does not apply to goods sold at a lower price for the defect for which the price was reduced, to wear from normal use, to used goods for a defect corresponding to degree of use or wear at receipt, or where it follows from the nature of the goods. No rights arise if the Buyer knew of the defect before receipt or caused it.

5. In case of a defect, the Buyer may claim and request:

- replacement with new goods;
- repair;
- a reasonable discount;
- withdrawal from the contract.

6. The Buyer may withdraw:

- if the defect is substantial;
- if the item cannot be used properly due to recurring defects or defects after repair;
- in case of multiple defects.

7. A substantial breach is one the breaching party knew or should have known at conclusion that the other party would not have concluded the contract if foreseen.

8. For a non-substantial breach, the Buyer is entitled to repair or a reasonable discount.

9. If a removable defect occurs repeatedly after repair (typically the third complaint of the same defect or the fourth of different defects) or the goods have a larger number of defects (usually at least three at once), the Buyer may request a discount, replacement, or withdraw.

10. When making a claim, the Buyer must state which right they choose. Change is possible only with the Seller's consent or if repair requested proves impossible. If the Buyer fails to choose in time in case of substantial breach, the rights are the same as for a non-substantial breach.

11. If repair or replacement is impossible, upon withdrawal the Buyer may claim a full refund.

12. If the Seller proves the Buyer knew of the defect or caused it before receipt, the Seller need not comply.

13. Discounted goods cannot be claimed for the reason for which the price was reduced.

14. The Seller shall accept claims at any establishment where acceptance is possible, or at the registered office/place of business, and shall issue written confirmation of when the right was exercised, the content, the requested method of handling, and confirmation of the result, including repair and its duration, or reasons for rejection.

15. The Seller or an authorized employee will decide on the claim immediately, in complex cases within three business days (not including the time necessary for expert assessment). Claims, including defect removal, must be handled without delay, no later than 30 days from submission unless a longer period is agreed. Failure to meet the deadline constitutes a substantial breach and the Buyer may withdraw. The moment of claim is when the Seller receives the Buyer's manifestation of will.

16. The Seller shall inform the Buyer in writing of the outcome.

17. No rights arise if the Buyer knew of the defect before receipt or caused it.

18. In case of a justified claim, the Buyer has the right to reimbursement of reasonably incurred costs related to the claim, within one month after the warranty period; otherwise a court may not award them.

19. The Buyer chooses the method of handling the claim.

20. Rights and obligations follow Sections 1914–1925, 2099–2117, and 2161–2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

21. Claims may be submitted by e-mail to info@odlito.cz or via the [Withdrawal from Contract / Return of Goods](#) claim form on the Seller's website. To facilitate processing, we recommend including a defect description, order number, and, where applicable, photos. The Buyer may also enclose the form directly in the return parcel.

22. Further rights and obligations related to liability for defects are governed by the Seller's Complaints Procedure.

23. The Buyer acknowledges the Seller's products are hand-cast concrete and may show natural surface variations. Concrete items can be fragile—dropping or rough handling may cause cracks or damage. Do not expose to extreme humidity, sudden temperature changes, or chemicals. The Seller is not liable for defects arising from improper care, storage, or use.

24. All wall clocks weighing 1.5 kg to 15 kg (including large decorative clocks with a diameter of 50 cm or more) must be hung only on load-bearing walls using an anchoring system appropriate to the product's weight and the wall type. The Buyer is fully responsible for correct and safe mounting. Incorrect mounting (e.g., on drywall without reinforcement, using an unsuitable hook, etc.) may lead to loosening and falling, causing property damage or injury. The Seller is not liable for damage resulting from improper installation, unsuitable hanging, or failure to follow installation instructions.

VIII. Delivery of Communications

1. The parties may deliver all written correspondence to each other by e-mail.

2. The Buyer delivers correspondence to the Seller at the e-mail listed herein; the Seller delivers to the Buyer at the e-mail stated in the Buyer's account or order.

IX. Personal Data

1. All information you provide is confidential and will be treated as such. Without your written consent, we will use your data only to fulfil the contract, except for your e-mail address, which may be used to send commercial communications as permitted by law unless you refuse. Such communications concern only similar or related goods and can be unsubscribed at any time (by letter, e-mail, or by clicking a link). The e-mail address will be stored for this purpose for 3 years from the last contract between the parties.

2. More detailed information can be found in our Privacy Policy [HERE](#).

X. Out-of-Court Dispute Resolution

1. The Czech Trade Inspection Authority (Česká obchodní inspekce), Štěpánská 567/15, 120 00 Prague 2, Company ID 000 20 869, website <https://adr.coi.cz/cs> is competent for out-of-court resolution of consumer disputes from the purchase contract. The online dispute resolution platform at <http://ec.europa.eu/consumers/odr> may be used for disputes between the Seller and the Buyer.

2. The European Consumer Centre Czech Republic, Štěpánská 567/15, 120 00 Prague 2, <http://www.evropskyspotrebitel.cz> is the contact point under Regulation (EU) No 524/2013 on online dispute resolution.

3. The Seller is authorized to sell goods on the basis of a trade license. Trade supervision is carried out by the competent Trade Licensing Office; the Czech Trade Inspection Authority supervises compliance with Act No. 634/1992 Coll., on Consumer Protection.

XI. Provision of Digital Content

1. In addition to physical goods, the Seller may offer digital content, especially gift vouchers, e-books, or electronic guides.

2. Digital content is delivered electronically to the e-mail address stated in the order or made available via the user account.

3. The Buyer expressly agrees that delivery of digital content may begin immediately after the purchase contract is concluded and the price paid. The Buyer acknowledges there is no right to withdraw in such a case (Section 1837(I) Civil Code).

4. A gift voucher can be used once for purchases in the Seller's Online Store. It cannot be exchanged for cash or returned after expiry.

5. In case of defective digital content (e.g., nonfunctional voucher or undelivered file), the Buyer may make a claim under Article VII. Claims may be submitted by e-mail or via the claim form.

XII. Final Provisions

1. All arrangements between the Seller and the Buyer are governed by Czech law. If the relationship includes an international element, the parties agree that Czech law shall apply. Consumer rights arising from mandatory provisions are not affected.

2. The Seller is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

3. All rights to the Seller's website—especially copyrights to content, layout, photos, videos, graphics, trademarks, logos, and other content and elements—belong to the Seller. It is prohibited to copy, modify, or otherwise use the website or its parts without prior written consent.

4. The Seller is not liable for errors caused by third-party interference with the Online Store or by its use contrary to its purpose. The Buyer must not use procedures that could negatively affect its operation, nor engage in any activity enabling unauthorized interference with or use of the software or other components of the Online Store.

5. The Buyer hereby assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.

6. The purchase contract, including the Terms and Conditions, is archived electronically by the Seller and is not publicly accessible.

7. The Seller may unilaterally amend or supplement these Terms and Conditions. The version effective at the time the Buyer submits the order always applies to the relationship between the Buyer and the Seller. Rights and obligations arising during the effectiveness of a previous version are not affected.

8. An annex to these Terms and Conditions is the model [Withdrawal from Contract / Return of Goods](#) form.

These Terms and Conditions are effective as of 1 January 2025.