

General Business Terms and Conditions

General Business Terms and Conditions

I.

Basic Provisions

These General Business Terms and Conditions (hereinafter GBTC) govern relations between the Buyer and the Seller in the field of services between Martin Janata, cistirna-odevu.cz and drycleaners.cz (hereinafter “the Seller”) and their business partners (hereinafter “the Buyer”). The Buyer is recommended to get acquainted with the Complaint Regulation and the General Business Terms and Conditions before placing their first order.

The Seller

cistirna-odevu.cz, Martin Janata, Company registration No. 14476304, based in Palackého 424, 252 63 Roztoky, engaged in mediation of trade and services in the field of dry cleaning, washing and repairs of clothes to both other sellers and consumers.

The Buyer

A consumer without a registration No – at the commencement of their business relations they give the Seller only their contact data necessary for trouble-free execution of the order or data which they wish to have included on a purchase documents.

Legal relations between the Seller and the consumer which are not explicitly governed by these GBTC are subject to relevant provisions of the Act 40/1964 Coll., Civil Code, as well as to respective regulations.

The seller of dry cleaning services – at the commencement of their business relations they shall give the Seller documents on their business licence and on their legal identity (Certificate of Incorporation, a copy of a Trading Certificate, VAT Tax Registration) and they are obliged to update the above data continuously.

Legal relations of the consumer with the seller of dry cleaning services which are neither explicitly governed by these GBTC nor by an individual contract between the Seller and the Buyer are subject to relevant provisions of the Act 513/1991 Coll., Commercial Code, as amended, as well as to respective regulations. An individual contract with the Buyer shall prevail over these General Business Terms and Conditions.

A consumer with a registration No and without contractual business relations – legal relations between the Seller and the Buyer are subject to relevant provisions of the Act 513/1991 Coll., Commercial Code, as amended, as well as to respective regulations. An individual contract with the Buyer shall prevail over these General Business Terms and Conditions.

II.

Safety and Protection of Information

The Seller declares that all personal data are confidential and those shall be used only to effect the execution of the Contract with the Buyer and shall not be otherwise publicised, provided to a third person etc. except for situations related to the distribution or payment system concerning the goods ordered (giving the name and the delivery address).

III.

Business Hours

Orders placed through an internet store – 24 hours a day, 7 days a week

Receipt of orders for the next day dispatch in the CR: until 7 pm

IV.

Price Levels

All prices are contractual. Price levels are set by the Seller following Article I. of these GBTC.

The on-line e-shop always shows current and valid prices.

V.

Placing an Order

The Buyer shall receive the service or goods for the price valid at the moment of order placement. If the order applies to a special service or custom-made goods or to goods not available in stock, the Seller shall confirm the price and the delivery date to the Buyer by telephone/e-mail in advance. The Seller is entitled to change this price with respect to the current situation in the market. If the Buyer does not approve of such a change, they shall not confirm the order and it shall not be carried out.

Orders can be placed as follows:

- through an internet store (hereinafter "e-shop")
- by telephone

VI.

Payment Conditions

- a) payment in cash at the delivery of the order
- b) advance payment by bank transfer

VII.

Delivery Terms

Orders transported by company's own transport shall be handed and taken over by forwarding agents. The price of services and transport is subject to the pricelist valid on the day of placing the order.

At the delivery, the Buyer is obliged to check along with the forwarding agent the state of the consignment (number of garments, state of service rendered, damaged cases/containers, etc.) according to the bill of lading enclosed. The Buyer is entitled to refuse take-over of the order which does not conform to the Contract of Purchase, e.g. if the consignment is incomplete or damaged. If the Buyer takes over such a damaged consignment from the forwarding agent, he/she must describe the damage in the in the agent's Completion Certificate.

The Buyer must immediately report an incomplete or damaged consignment by e-mail to: info@cistirna-odevu.cz, along with the forwarding agent make up a Survey Report and send it without any unnecessary delay by fax, e-mail or post to the Seller. Post-claim of incompleteness or external damage of the consignment enables the Seller to prove that there is no contrariety to the Contract of Purchase.

VIII.

Guarantee Terms

Guarantee Terms for goods are governed by the Seller's Complaint Regulation of the Seller and by legal regulations of the Czech Republic in force. The receipt of payment is considered to be the guarantee certificate.

IX.

Final Provisions

These General Business Terms and Conditions entered into force on 2 November 2009 and overrule all earlier provisions and practices. The Seller reserves the right to change these General Business Terms and Conditions without prior notice.

Business Terms and Conditions/ Information for Clients

- * Our services are provided for contractual prices and paid in advance at the pick-up of orders.
 - * In special cases when it is impossible to set the price in advance, the order will be picked up unpaid and as soon as our expert sets the price, the information will be sent to you by text message or e-mail for their confirmation.
 - * If wrong dry cleaning symbols on labels, defects and damage on clothes are found before dry cleaning, you will receive an informative text message or e-mail with a requirement for permission whether to provide the dry cleaning service or not or whether you wish the appropriate defect to be repaired.
 - * For clothes without specific dry-cleaning symbols or in cases when it is impossible to keep contradictory requirement for dry cleaning, your consent with dry cleaning without guarantee will be required.
 - * If the confirmatory message is delayed, the alteration/repair of the order will be postponed adequately taken into account consequences of such delay such as dry cleaner's opening hours and repair services.
 - * Without the confirmatory consent we will not proceed with the dry cleaning and the order will be returned to you with a request for payment for the transport.
- * If the order is not taken over/picked up within 7 days from the agreed delivery time, we will charge you a storage fee in the amount of CZK 10.- for each commenced day. In case of a claim for services rendered we shall proceed according to the Complaints Regulation.

Delivery times

Up to 6 hours - Express (the latest pick-up by our agent at 1 pm)

Up to 24 hours
Special orders 3 – 5 days

Business Hours

Monday – Friday 7 am – 7 pm
Saturday 8 am – 3 pm/ only Express and Special orders
Sunday - closed

Advice for Clients:

- * If you have already tried to clean your garment yourselves, please, inform us on this fact
- * We do not accept any liability for garments without labels (ironing and dry cleaning symbols)
- * We professionally wash and dry clean in ecological machines of top quality
- * We use high-performance washing powders and detergents non-harmful to health
- * Garments are steam ironed by hand
- * The price for leather and fur garments includes: dry cleaning, greasing, airing and cropping – not colour finish.
- * We provide leather and fur dry cleaning within 3–5 days upon a specific order which is always completely individual.
- * For leather and fur garments we require a Statement on Alteration of the garment signed by the client (this concerns inappropriate symbols, missing symbols, possibility of damage due to the age of the garment, staining, ripping etc.) – download [HERE](#).
- * We do not accept any liability for the content of your pockets after hand-over to our agent! Please, check the content of your pockets in time!

Business Terms and Conditions – Complaint Regulation

Article 1

General provision

1. Relations between the Client and the Contractor are governed by the Civil Code 40/1964 Coll., as subsequently amended .
2. Dry cleaning or washing are considered to be an adjustment of a thing carried out by the Contractor following the Client's order.
3. Apparent defects are defects which are readily perceived or seen (e.g. holes, splits at the seams, excessively threadbare parts, etc.). If the acceptance certificate (order confirmation) does not include an information on an apparent defect, the accepted garment is considered to be free of apparent defects.
4. Hidden defects are defects which are not readily apparent or which are not recognizable upon a reasonable inspection (e.g. garments which are either less colour-fast or have higher tendency to shrink than it is given in technical regulations or than it is usual, substandard resistance of buttons or decorating elements in a cleaning or washing medium which is specified by the manufacturer with a dry-cleaning symbol sewn in the garment etc.)

Article 2

Liability for defects resulting from adjustments

1. The Contractor is liable for defects on a garment resulting from its adjustment at the take-over of the garment by the Client as well as for defects occurred during the guarantee period after the take-over.
2. The Contractor is also liable for defects resulting from defectiveness of a garment to be adjusted or from Client's inaccurate instructions if he/she failed to inform the Contractor on the above defectiveness or inaccuracy. Defectiveness of a garment is meant to be an apparent defect.
3. If the Client insists on an adjustment despite Contractor's caution about the defect on a garment or the inaccuracy of instructions and the Contractor does not take advantage of their right either not to make a contract

or to withdraw from a contract, the Contractor shall carry out the adjustment in terms of conditions agreed in writing. In such a case the Contractor is not liable for defects or damages resulting from the defectiveness of a garment or inaccuracy of instructions.

Article 3

Acceptance of a garment to be adjusted

1. If the adjustment is not carried out while one waits, the Contractor is obliged to issue for the Client a written confirmation about the acceptance of the order. The confirmation must include the specification of the garment, sort and scope of the adjustment carried out, price and deadline.
2. Conditions of the adjustment, agreed according to Article 2 par 3 are made up in writing and always apply only to an order or a garment specified in those conditions.

Article 4

Complaint of defects

1. The Client sets up their liability claim for defects through a complaint. Only the Client is entitled to set up a complaint.
2. The complaint is set up if the defect has been pointed out (described) and if the claim (requirement) resulting from the liability for the above defect has been applied.
3. The Contractor is obliged to issue a confirmation of the date the claim was set up as well as the adjustment and the time it was carried out or of another method of setting up the complaint within the agreed period (usually within 30 days).
4. The guarantee period is 5 working days from the acceptance of the garment to be adjusted. Apparent defects must be claimed at the take-over. Liability claims for defects shall become null and void if not set up within the guarantee time.

Article 5

Liability claims for defects

1. If the defect constitutes a removable defect, the Contractor is entitled to remove it free of charge within the agreed period at latest.
2. If the defect constitutes an irremovable defect or if the Contractor does not remove it within the period agreed or if the defect shall reoccur, the Client is entitled to contract cancellation or to an appropriate discount from the price for the adjustment and, eventually, to the compensation for damage according to Article 7.
3. Liability claim for defects set up does not rule out the claim for compensation for damage resulting from the defect (see Article 7)

Article 6

Take-over of an adjusted garment

1. The Client is obliged to take over the adjusted garment within one month from the adjustment deadline. If the Client fails to do so, they must pay a storage fee.
2. If the Client fails to pick up the adjusted garment within 6 months from the day they were obliged to do so, the Contractor is entitled to sell the garment.
3. If the Client loses the written confirmation of the order acceptance, the Contractor is not obliged to look up the data on the confirmation in their books. If the Contractor does so, they are entitled to require a remuneration of expenses for such an activity.

Article 7

Liability for damage

1. The Contractor shall be liable for damages caused by impairment, loss or destruction of a garment which they accepted from the Client for an adjustment unless the damage occurred for other reasons too, i.e. the damage would occur anyway even if the Contractor did not accept it for adjustment.
2. The compensation is paid by the Contractor in cash. Upon the Client's request and if it is possible or effective, the compensation is settled by putting the garment into the previous state.
3. The amount of compensation results from the price of the garment at the time of its damage (general price), i.e. with regard to its wear, age and defects which are judged by an insurance company. Eventual damages and the amount of compensation is determined according to budget regulations of the insurance company Kooperativa, a.s.

Article 8

Final provisions

1. This Complaint Regulation applies to contracting dry cleaners, collection point, the online shop www.cistirna-odevu.cz and the online shop www.drycleaners.cz, Martin Janata, Palackého 424, Roztoky, 252 63
2. The Complaint Regulation shall take effect on 1 November 2009.

Updated on 1 November 2008

Drawn up in compliance with the Civil Code 40/1964 Coll. §619-627 and a respective Amendment 136/2002 and the Act 320/2002 Coll., further the Act 634/1992 and a respective Amendment 439/2003 Sb.