

Business terms and conditions

These terms and conditions apply to the purchase in the online shop www.top-armyshop.com. The terms and conditions specify the rights and obligations of the seller and the buyer. Tobacco products may only be purchased by persons over 18 years of age.

Basic information

Shop owner: Safety Agency, s.r.o.
Company seat: Nádražní 21, 513 01 Semily - Podmoklice
Company shop:
Nádražní 21, 513 01 Semily - Podmoklice
Czech republic
Company ID: 287 85 606
Tax no.: CZ 287 85606
tel.: + 420 777 883 837
Email: info@top-armyshop.com

The company is registered with the Office for Personal Data Protection under the number 00068716.

1. General provisions

All contractual relationships are entered into in accordance with the legislation of the Czech Republic. If a consumer is a party to the contract, the relations not governed by these business terms and conditions shall be governed by the Civil Code (No. 89/2012 Coll.) and the Consumer Protection Act (No. 634/1992 Coll.).

These terms and conditions apply to all purchase contracts entered between the supplier and the customer. The provisions pertaining to the consumer's statutory rights apply only to the buyer in the position of a consumer (e.g. withdrawal from the purchase contract pursuant to § 1829 et seq. New Civil Code). The supplier reserves the right to modify or supplement the business terms and conditions. The modified terms and conditions shall be communicated in an appropriate way at www.top-armyshop.com as well as in its brick-and-mortar shops. This provision does not affect the rights and obligations arisen during the period of validity of the previous business terms and conditions.

The business terms and conditions do not apply to cases where a person intending to purchase the goods from the seller is a legal person or a person who acts when ordering goods in the course of his/her business or in the course of his/her profession.

By entering into the purchase contract, the buyer confirms that he/she has become familiar with these terms and conditions and agrees with them. The buyer will have been sufficiently notified of the business terms and conditions before placing an order and will have the opportunity to get acquainted with them. The entered contract shall be archived by the supplier for the purposes of its successful completion and shall not be accessible to third parties. Information on the individual technical steps leading to the entering of the contract are obvious during the ordering process at the online store www.top-armyshop.com and the buyer has the option to check and, if necessary, modify the order before submitting it. The business terms and conditions are displayed on the online shop website so that they can be archived and/or reproduced by the buyer.

Provisions derogating from the business terms and conditions may be negotiated with the seller in the sales contract. The derogated arrangements in the sales contract take precedence over the provisions of the business terms and conditions.

The supplier undertakes to supply to its customers goods

- in accordance with specifications or characteristics standard for the type of goods in question
- complying with the standards, norms and regulations in force in the Czech Republic
- including Czech operating instructions, warranty sheets.

2. Orders

Orders placed through the online shop www.top-armyshop.com are considered binding.

Goods are dispatched according to their availability and the operational capabilities in the shortest time possible. Normally, the goods are delivered within 2-7 days from the acceptance of the order.

The goods shall be delivered to the address listed in the order, so that all required data need to be filled in carefully, including the phone number, in the order. Ordered goods are sent according to the payment method.

3. Entering into purchase contract

The purchase contract shall be entered into in the Czech language. If a translation of the text of the contract is made for the buyer's needs, the translation of the contract in the Czech language shall prevail in the event of a dispute over the interpretation of the terms.

Orders may be placed through the online shop www.top-armyshop.com. The electronic order shall only be valid when all required data and information are filled in.

On the online shop website, you can find a list of goods that are intended for sale by the supplier, including the prices of individual items. The listed prices of goods include VAT. The offer of the sale of goods and the prices of these goods remain valid for as long as they are displayed on the website of the online shop, except for the provision on the cancellation of an order by the customer. This provision does not limit the seller's option to enter into a purchase contract at individually negotiated terms.

The web interface of the online shop also contains information on the costs associated with packaging and delivery of the goods. Information on the costs associated with the packaging and delivery of the goods listed in the web interface of the shop apply only in cases when the goods are delivered within the territory of the Czech Republic or Slovakia.

For ordering goods, the buyer fills out the order form in the web interface of the store. The order form especially contains information on

- ordered goods (the buyer inserts the ordered goods into the electronic shopping cart on the web interface of the shop),
- the method of payment of the purchase price of the goods, details of the desired means of delivering the ordered goods,
- information on the costs associated with the delivery of the goods

(hereinafter together as the "order").

The order created on the website of the online shop is a draft purchase contract. Before submitting the order to the seller, the buyer is allowed to check and modify the data he/she entered in the order, even with regard to the buyer's ability to identify and correct the errors that occurred when entering the data into the order. The order will be sent by the buyer to the seller by clicking the "Order" button. The information given in the order is considered correct by the seller when the buyer confirms this information by placing the "Order". The moment of entering into the purchase contract is considered the moment of the ordering of the goods. The prices of the goods are valid at the moment of placing of the order.

The seller is always entitled to ask the buyer for additional order confirmation (for example, in writing or by phone), depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs).

All display of products on the web interface of the shop is of informative nature.

All goods displayed in the online shop www.top-armyshop.com are not considered an entering of the purchase contract. The provision of § 1732 does not apply in this case. The proposal for the entering of the purchase contract is made by the buyer by placing an order.

The buyer acknowledges that the seller is not obliged to enter into the purchase contract, especially with persons who have previously substantially violated their obligations towards the seller.

The buyer agrees to use means of distant communication when entering into the purchase contract. Costs incurred to the buyer when using means of distance communication in connection with the entering of the purchase contract (costs of internet connection, telephone call costs) are borne by the buyer.

4. Terms of payment and price of goods

The ownership rights pass from the seller to the buyer at the moment of payment of the price of the goods.

The seller reserves the right to modify prices. Valid prices are confirmed by the seller to the buyer at the moment of order confirmation.

The invoice issued on the basis of a purchase contract (order) between the seller and the buyer is also a tax document. The buyer may basically only take delivery of the goods after a full payment, unless agreed otherwise.

The purchase price can be paid in cash (direct purchase, cash on delivery), transfer order to the seller's account or personally when collecting the item in person. Unless agreed otherwise by the parties, the buyer is obliged to pay the price of the delivered goods within 2 weeks from the invoice issue date, when the goods are picked up on the invoice.

The moment of payment when paying in cash is understood (direct purchase, cash on delivery) - the receipt of the relevant amount by the authorized person; when transferring to the account, the date of crediting the relevant amount to the seller's account.

In the event that the consignment/package is returned to the sender, the postage will be charged twice for the next order.

Postage abroad is always paid by the customer.

The payment condition is a cash payment when delivering the subject of payment or other methods of payment, listed below, can be used. The supplier is entitled to require an advance payment of up to 100% of the value of the order. In case the advance payment is required, an "Advance invoice - tax document" will be issued. After the delivery of the goods, the value of the advance payment shall be deducted in the tax document.

Methods of payment:

- payment by bank transfer
- online payment

Together with the purchase contract, the buyer is also required to pay the supplier the costs associated with the packaging and delivery of the goods at the agreed rate. Unless explicitly stated otherwise, the purchase price includes costs associated with the delivery of the goods.

In the case of non-cash payment, the buyer is required to pay the purchase price and list the variable payment symbol. In the case of non-cash payment, the buyer's obligation to pay the price shall be fulfilled when the relevant amount is credited to the supplier's account.

Any discounts on the price of the goods provided by the supplier to the buyer cannot be mutually combined. Based on the purchase contract, the supplier shall issue to the buyer a tax document - an invoice. The supplier is a payer of the value added tax.

In the case of a registered debt, orders shall not be accepted until the debt is repaid. If the debt is not repaid within 14 days of receiving a new order, the new order will be cancelled. Should the failure to pay occur repeatedly, the goods will only be shipped after the payment of all due amounts.

In accordance with the Sales Records Act, the seller is required to issue a receipt to the buyer. At the same time, the seller is required to register the received revenue with the tax administrator online; in the event of a technical outage, within next 48 hours at the latest.

6. Transportation, personal pick-up and delivery of goods

Goods are dispatched according to their availability and the operational capabilities in the shortest time possible. Normally, the goods are delivered within 2-7 days from the acceptance of the order.

The supplier uses the services of transport companies. Currently offered species transport, their description and price for their services can be found at www.top-armyshop.com/logistics.

The invoice (tax document) is enclosed with the shipment.

When returning goods the decisive price for being eligible for free postage shall be the price after the deduction of the value of the returned goods. In the event that a part of the goods from the consignment have been returned to which the postage was free of charge, the value of the returned goods will be deducted from the total price of the consignment. If the newly calculated shipping price reaches a value lower than the value for free shipping, the postage charge will be deducted from the amount returned to the customer for the returned goods.

Consignment takeover

When collecting goods from the carrier, we recommend to thoroughly inspect the goods immediately upon receipt. If the packaging is damaged or if there are other indications that the goods may be damaged, we recommend not to collect the consignment or write a report on damage of the consignment with the transport service driver and inform the supplier. If the buyer fails to report the defects without undue delay, the supplier may demand compensation for any damages incurred to him in connection with such delay.

A written record of damage will make it easier to resolve any claim.

Check the contents of the consignment after the driver has left, the driver does not wait for the content to be checked at delivery.

By signing the waybill to the carrier the customer agrees with the takeover of the goods and confirms that the consignment is not mechanically damaged. Before signing the waybill, check the consignment thoroughly.

Delivery of goods

The delivery time begins from the date of receipt of the binding order, and is subject to receipt of all the documents necessary for the timely processing of the order. If the goods are in stock, the seller undertakes to dispatch or hand it to the carrier within 48 hours (does not apply to holidays, Saturdays, Sundays and vacations).

The delivery time will be extended in accordance with circumstances if the delay is caused by force majeure or circumstances not caused by the seller.

The buyer will be informed about the status of the order by email to the address he/she listed when making registration.

The delivery time is considered to have been met in time if the goods are ready to be collected at the place of delivery on the last day of the agreed or extended delivery time at the latest. Should the seller not be able to send the goods to the buyer within 30 calendar days (hand them to the first carrier), the seller shall be obliged to return to the buyer's account, without undue delay, all funds spent by the customer on the current order (purchase contract).

The buyer is obliged to collect the goods: When delivered through PPL, the buyer is obliged to collect the consignment in accordance with the delivery policy of PPL, i.e. the buyer is obliged to take over the consignment on the second attempt of delivery at the latest. When delivered by the Czech post, the buyer is obliged to collect the consignment within 7 days of the day the consignment has been delivered to the respective post office of the buyer. Should the above procedure not be followed, the consignment shall be returned to the sender who reserves the right to charge a storage fee of 10 CZK for each day of delay. Should the goods not be collected within 3 months after they have been dispatched to the buyer, the seller reserves the right to sell this item at the buyer's expenses. In connection with this the seller informs that the difference in the price of the item sold and the final amount received by the seller from the consequent sale, as well as the retention fee, will be recovered in court.

When goods are replaced, postage costs will be charged. In the event of a refund of the purchase price, the amount shall be refunded only to the buyer's account.

7. Withdrawal from purchase contract, goods replacement

The right to withdraw from the purchase contract is the consumer's right under § 1829 et seq. Civil Code. If goods are purchased in the course of a business activity (listed company ID on the purchase document), the right to withdraw from the purchase contract does not arise. In this case, the sale shall be governed by the Civil Code (Act No. 89/2012 Coll.), but the provisions on consumer contracts (distance contracts) shall be excluded.

If the purchase contract is entered via means of distance communication (in the online shop), the consumer shall be entitled to withdraw from the contract within 14 days of receipt of the goods in accordance with § 1829 (1) of the Civil Code without stating any reason (if the subject of the purchase contract comprises several types of goods or delivery of several parts, this period runs from the date of the last delivery of the goods). Withdrawal from the purchase contract must be sent to the seller within the time limit specified in the previous sentence.

If the consumer wishes to withdraw from the contract in accordance with the previous paragraph within 14 days, he/she shall contact the seller and preferably state in writing that he/she will withdraw from the contract, stating the order number, purchase dates and account number for refund. In order to withdraw from the purchase contract, the consumer may also use the template form, download here (form) provided by the seller, which forms an annex to these terms and conditions.

In the event of withdrawal, the consumer shall bear the costs of returning the goods.

If the buyer withdraws from the purchase contract, the seller shall not be obliged to return the received funds to the consumer before the consumer has delivered the goods to the seller or has proven that the goods have been dispatched to the seller.

- In cases where the buyer has the right to withdraw from the purchase contract in accordance with the provisions of § 1829 (1) of the Civil Code, the seller is also entitled to withdraw from the purchase

contract at any time until the buyer takes over the goods. In such a case, the seller shall return the purchase price without undue delay to the buyer, by wire transfer to the account specified by the buyer.

The buyer acknowledges that if the goods returned to the supplier are damaged or worn, the supplier shall be entitled to damages incurred to him. The supplier is entitled to include one-sidedly against the buyer's claim for the return of the purchase price the right to the compensation of damage suffered. Normal damage to the original packaging resulting from the unpacking of goods shall not be considered damaged goods.

The buyer acknowledges that, according to the provisions of § 1837 of the Civil Code, it is not possible, inter alia, to withdraw from the purchase contract:

on the delivery of goods which have been modified according to the buyer's wish or for his or her needs,

from the purchase contract on the delivery of goods in closed packaging which the consumer has removed from the packaging and for hygienic reasons it can not be returned,

on the delivery of perishable goods and goods which have been irreversibly mixed with other goods after delivery,

on the delivery of audio or video recording or computer program if he or she has broken its original packaging,

on the delivery of newspapers, journals or magazines,

the delivery of goods or services the price of which depends on financial market fluctuations, irrespective of the will of the trader and which may occur during the withdrawal period,

However, the provisions of the law on withdrawal within the 14-day period can not be understood as the possibility of free-of-charge rental of the goods. In the event the consumer exercises the right to withdraw from the contract within 14 days of receipt of the transaction, the consumer must, within 14 days of withdrawal, deliver to the seller all that he or she has obtained on the basis of the purchase contract. If this is no longer possible (for example, in the meantime, the goods have been destroyed or consumed), the consumer must provide a cash refund in return for what can not be returned. If the returned goods are only partially damaged, the seller may claim damages from the consumer and include his claim in the returned purchase price. In such a case, the seller is obliged to prove the damage. In this case, the seller shall return to the consumer only the reduced purchase price.

In the purchase price, which is to be returned to the buyer, the seller may one-sidedly include the real costs incurred in association with the return of the goods.

If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is entered into with the condition that if the buyer withdraws from the purchase contract, the gift contract shall be lost on the gift and the buyer shall be obliged to return the goods together with the gift provided by the seller.

The buyer acknowledges that shipments sent to the seller via cash on delivery will not be accepted.

Except for the cases of withdrawal stated explicitly in these business terms and conditions, the seller has the right to withdraw from the contract if, after confirmation of the order, he discovers in a credible manner the fact that there are reasonable grounds for fear that the goods offered do not meet the statutory conditions for free sale on the market or that they do not meet safety requirements or the goods available to the seller begin to evince defects and failures not caused by the seller where the seller will not be able to deliver the goods in at least standard quality.

8. Rights from defective performance

Before the first use of the goods, the customer is obliged to review the warranty conditions, including the Czech operating instructions, and follow this information thoroughly. If the goods are not used correctly, responsibility shall be borne by the customer.

The rights and obligations of the contracting parties shall be governed by the relevant generally binding provisions (in particular the provisions of § 1914 to 1925, § 2099 to 2117 and § 2161 to 2174 of Act No. 89/2012 Coll., The Civil Code).

The seller is responsible to the consumer that the item does not have defects upon takeover. In particular, the seller is responsible to the consumer that at the time the consumer took over the item,

the item has the properties negotiated by the parties and, in the absence of an arrangement, such characteristics as the seller or the manufacturer has described or which the buyer expects with regard to the nature of the item and respective advertising,

- the item is suitable for the purpose which the seller indicates or to which the item of its kind is usually used for,
- the item corresponds by its quality or performance with the agreed sample or model, if the quality or design has been determined on the basis of an agreed sample or model,
- the item is in the appropriate quantity, amount or weight and
- meets requirements of the law.

If the item does not have the above properties, the consumer may also require the supply of a new item without defects if this is not inadequate due to the nature of the defect, but if the defect relates only to the part of the item, the consumer may only require replacement of parts; if this is not possible, the consumer may withdraw from the contract. However, if it is inadequate due to the nature of the defect, in particular if the defect can be removed without undue delay, the consumer shall be entitled to a free removal of the defect. The consumer has the right to the delivery of a new item or replacement of its part even in the case of a defect that can be fixed, if the item can not be used normally due to repeated defects after the repair or due to multiple defects. In this case, the consumer also has the right to withdraw from the contract.

If the consumer does not withdraw from the contract or if he/she does not exercise the right for the delivery of a new item without defects, replacement of its part or fixing of the item, he/she may demand a reasonable discount. The consumer has the right to a reasonable discount even if the seller can not deliver a new thing without defects, replace its part or fix it, as well as if the seller fails to remove the defect within a reasonable time or that the removal of the defect would cause serious difficulties to the consumer.

The buyer's right from defective performance does not arise if the buyer knew before the takeover of the item that the item had a defect or if the buyer caused the defect himself/herself.

The buyer is entitled to claim the right from defect that occurs with consumer goods within twenty-four months after the takeover. If a defect occurs within six months after the takeover, it shall be assumed that the item was defective already at takeover.

If the buyer has failed to notify the seller about the defect in a timely manner, he will lose the right to withdraw from the contract.

When submitting a warranty claim, the buyer is required to attach a copy or original of the sales receipt, and is also required to describe the defect and attach the current contact details (including email addresses).

This warranty does not apply to defects in goods caused by normal wear and tear or due to improper use or care.

The buyer acknowledges that shipments sent to the seller via cash on delivery will not be accepted.

Warranty claim procedure

The buyer shall, in person or via transport company, deliver at his or her own expenses the goods together with a copy of the invoice or receipt and warranty card (if issued) at the below address:

Safety Agency, s.r.o.
Nádražní 21
513 01 Semily - Podmoklice

When sending goods, pack them carefully. The seller is not responsible for any damages during transport. Goods must be sent complete, dry, properly cleaned and free from any hygienic defects. Don not forget to attach to the claimed goods a copy of the invoice or receipt and warranty card!

The warranty claim form may be downloaded here ([warranty claim form](#)).

9. Protection of personal data

The buyer agrees that the provided personal data will be processed and stored by the seller in accordance with the [Personal Data Protection Act](#) (No. 101/2000 Coll.) in order to fulfil the subject matter of the contract. The buyer has the right to be informed about the details of the seller's records and is entitled to change the data, or to disagree with their processing in writing. Supervision of the protection of personal data is carried out by the Office for Personal Data Protection.

If the buyer requests information on the processing of his or her personal data, the supplier is required to provide this information.

Personal data will be processed for an indefinite period of time. Personal data will be processed electronically in an automated manner or in a printed form in a non-automated manner.

By ordering the goods the buyer confirms that the provided personal data are accurate and that he or she has been informed that this is a voluntary provision of personal data.

The buyer agrees with the sending of commercial messages, i.e. information related to the seller's goods, services or business, to the buyer's electronic address and agrees with the sending of commercial messages by the seller to the buyer's electronic address.

The consent to the storage and processing of personal data or to the sending of commercial messages may be withdrawn by the customer at any time free of charge, without giving any reason, by sending an e-mail message to info@top-armyshop.com or in writing to the address of the seller and, in the case of sending a commercial message the buyer may unsubscribe from this service directly at the bottom of the commercial message.

The buyer agrees with the storing of [cookies](#) on his or her computer.

10. Costs of the use of means of distant communication

The buyer agrees to use means of distant communication when entering into the purchase contract. Costs incurred to the buyer when using means of distant communication in connection with the entering of a purchase contract (costs of internet connection, telephone call costs) are borne by the buyer himself/herself.

11. Replacement of goods

If the size of a product is wrong, the buyer may send an unused and undamaged product back to the seller's address, who allows the product to be replaced. In this case, only the postage and packing charges will be charged, any difference shall be subsequently compensated or offset. The buyer must notify the seller of the fact that the goods are to be replaced. The goods replacement form can be found here ([form](#)).

12. Applicable law

If a relationship based on the purchase contract contains an international (foreign) element, then the parties agree that the relationship shall be governed by Czech law. This does not affect the consumer's rights arising from generally binding legal regulations.

13. Stock information (the "watchdog"), product inquiries

For the customer's convenience the seller provides information services on availability of goods or the customer may submit a question on a particular product. These requests are conditioned by the user's email address being entered. By entering this address, the consumer agrees to these business terms and conditions, processing of personal data and sending commercial messages (newsletters). With the consent of the consumer, the consumer becomes the subscriber of the commercial messages until he/she unsubscribes.

14. Sale of tobacco products

The law prohibits the sale of tobacco products, smoking paraphernalia and herbal products intended for smoking to persons under the age of 18. When sending tobacco products, smoking paraphernalia and herbal products intended for smoking the sale of which is prohibited to persons under 18 years of age, the customer is obliged to make a declaration of his or her age before submitting the order and to provide the date of birth. The age of the customer shall be verified upon delivery of the goods /if the respective delivery service allows it/. The customer hereby gives his/her consent to verify his/her age at the delivery of the goods and, by filling in his/her birth date, also agrees to provide this information. If the buyer does not provide the date of birth when filling in the order, the tobacco product, smoking paraphernalia or herbal product will not be delivered to him/her. The information provided by the buyer in the order or user account are considered by the seller to be correct and the buyer acknowledges that the seller is not obliged to verify the personal information provided /except for the above-mentioned verification at the delivery of the goods/.

Withdrawal from contract

Notwithstanding the above-mentioned withdrawal from contract, the seller has the right to withdraw from the contract even in the event when the goods were ordered by an under-age consumer, that is a person to whom the sale of tobacco products or smoking paraphernalia is prohibited.

15. Final provisions

The customer complaints shall be handled by the seller via the electronic address info@top-armyshop.com. Information on the processing of the buyer's complaint shall be sent by the seller to the buyer's email address.

Any and all matters and potential disputes arising under the contract shall be settled exclusively under the law of the Czech Republic and will be settled by the relevant courts of the Czech Republic. For customer care purposes, we prefer any dispute to be first attempted to be settled outside the court, where any buyer may contact us first through our contact address.

Any potential disputes arisen under the purchase contract may also be settled outside the court. In such a case, the buyer - consumer may contact an out-of-court dispute resolution entity, such as the [Czech Trade Inspection](#). More on the out-of-court dispute settlement may be found [here](#).

European Consumer Center Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Praha 2, Internet address: www.evropskyspotrebitel.cz is a contact point according to Regulation (EU) No. 524/2013 of the European Parliament and of the Council from 21 May 2013 on Online Consumer Dispute Resolution and amending of Regulation (EC) No. 2006/2004 and Directive 2009/22/EC (Regulation on Online Consumer Dispute Resolution).

The buyer hereby takes on the risk of the change of circumstances within the meaning of § 1765 (2) of the Civil Code.

The seller is authorized to sell the goods on the basis of a trade license. The trade inspection shall be carried out within the scope of its competence by the relevant Trade Licensing Office. The supervision over personal data protection is carried out by the Office for Personal Data Protection. The Czech Trade Inspection carries out to a certain extent, inter alia, the supervision of observance of the Consumer Protection Act No. 634/1992 Coll., as amended.

These business terms and conditions apply as stated on the seller's website as of the date of the purchase contract. The consumer's order, after being confirmed, is then archived as a signed contract between the buyer and the seller for the purpose of its fulfilment and further record keeping, and its status shall be accessible to the buyer. The contract may be entered into in the Czech language, potentially also in other languages, if it will not make the entering impossible.

These business terms and conditions allow the consumer their archiving and reproduction. By the entering of the purchase contract, the buyer accepts all provisions of the business terms and conditions in the wording valid on the day of dispatch of the order, including the price of the ordered goods stated in the confirmed order, unless explicitly agreed otherwise in a specific case.

The buyer acknowledges that the seller is not bound by any Code of Conduct in relation to the buyer within the meaning of § 1826 (1) e) of the Civil Code.

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The content of this site may be downloaded for personal use only for non-commercial purposes, no change or reproduction is permitted. It is prohibited to reproduce or use the content otherwise.

These provisions come into force on 1/3/ 2018

In accordance with the Sales Records Act, the seller is required to issue a receipt to the buyer. At the same time, the seller is required to register the received revenue with the tax administrator online; in the event of a technical outage, at the latest within 48 hours.