

Terms and conditions

1. Introductory Provisions

In accordance with the provisions of Section 1751(1) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), these Terms and Conditions define and specify the mutual rights and obligations of the Seller and the Buyer arising from contracts concluded through the www.academia.cz online store. The Buyer has the opportunity to become acquainted with these Terms and Conditions before sending his/her Order and is notified of them sufficiently in advance. By submitting his/her Order, the Buyer confirms that he/she has read these Terms and Conditions and agrees to them.

The Seller and the operator of the www.academiabooks.com online shop is Středisko společných činností AV ČR, v. v. i. (Centre of Administration and Operations of the Czech Academy of Sciences), with its registered office at Národní 1009/3, Prague 1, 110 00, Company ID No. 60457856, VAT No. CZ60457856, registered in the Register of Public Research Institutions maintained by the Ministry of Education, Youth and Sports, specifically its Academia nakladatelství (Academia Publishing House) Division, with its correspondence address at Knihkupectví Academia (Academia Bookstore), Na Florenci 3, 110 00 Prague 1 and/or, in the case of personal collection of the Goods, the Seller's collection point indicated on www.academiabooks.com and specified by the Buyer in the Order.

All contractual relations are governed by the law of the Czech Republic

2. Definition of Terms

- **Consumer contract** – a purchase contract made under the Civil Code where the contracting parties are the Consumer and the Seller.
- **Consumer** – a natural person who, when concluding and performing a contract, does not act within the scope of his/her trade or other business activity or within the scope of independent exercise of his/her profession.
- **Buyer Who is not a Consumer** – an entrepreneur or a person who, when concluding and performing a contract, acts within the scope of his/her trade or other business activity or within the scope of independent exercise of his/her profession, or a person who acts on behalf of or on behalf of an entrepreneur.

Unless stated in the Terms and Conditions otherwise, the Consumer and the Buyer Who is not a Consumer are hereinafter also referred to collectively as the "Buyer". If the Buyer provides his/her identification number in the Order, he/she acknowledges that he/she is considered an entrepreneur in the contractual relationship with the Seller.

3. Entering into Purchase Contract

An Order duly filled in and sent via the www.academiabooks.com online store constitutes a binding offer to enter into a purchase contract with the Seller, and the Buyer is bound by his/her offer to enter into a purchase contract for a period of 21 days from the date of sending the Order.

The Seller shall promptly acknowledge receipt of the Order pursuant to Section 1827(1) of the Civil Code by e-mail to the e-mail address provided by the Buyer in the Order. However, such acknowledgement does not constitute an acceptance of the offer to enter into a purchase contract. The Purchase Contract is concluded upon the acceptance of the offer to enter into a purchase contract by the Seller, where the dispatch of the Goods by the Seller to the Buyer is deemed to be such acceptance.

The Consumer has the right to cancel the Order, i.e. to withdraw his/her offer to enter into a purchase contract, without any penalty until the Goods are dispatched. The Consumer is obliged to notify the Seller of this fact by e-mail.

4. Consumer's Withdrawal from Contract pursuant to Section 1829(1) of Civil Code

The Consumer has the right to withdraw from the Purchase Contract without giving any reason within 14 days from the date of receipt of the Goods (from the date of receipt of the last delivery of Goods in the case of a purchase contract providing for several types of Goods or the delivery of several parts; or from the date of receipt of the first delivery of Goods in the case of a purchase contract providing for regular repeated delivery of Goods).

In order to exercise the right of withdrawal, the Consumer shall inform the Seller of his/her withdrawal from the Contract by a notice in writing sent to the address: Knihkupectví Academia, Na Florenci 3, 110 00 Prague 1, or e-mail: eshop@academia.cz. The Consumer may use the attached withdrawal template, but is not obliged to do so. The Consumer can download and fill in the withdrawal template from [this website](#). In order to comply with the withdrawal deadline, it is sufficient to send the withdrawal before the expiry of the relevant deadline.

If the Consumer withdraws from the Purchase Contract, all payments received by the Seller from the Consumer, including delivery costs (except for additional costs incurred as a result of the chosen method of delivery that is different from the cheapest standard delivery method offered by the Seller), shall be refunded to the Consumer without undue delay, no later than 14 days from the date on which the Seller receives the notice of withdrawal from the Purchase Contract. When making a refund, the Seller shall use the same means of payment that the Consumer used to make the initial transaction, unless the Consumer has expressly indicated otherwise. In no case shall this entail additional costs for the Consumer. The Seller shall only refund the payment after receipt of the returned Goods or if the Consumer proves that he/she has sent the Goods back, whichever occurs earlier. Without undue delay, and no later than 14 days from the date of withdrawal from the Purchase Contract, the Consumer shall send the Goods back to the address: Knihkupectví Academia, Na Florenci 3, 110 00 Prague 1 or hand them over at the same address where the Goods were collected, with the Consumer bearing the direct costs associated with the return of the Goods. The time limit is deemed to be observed if the Consumer sends the Goods back to the Seller before the expiry of 14 days. The Consumer shall only be liable for any depreciation in the value of the Goods as a result of handling the Goods in a manner other than that necessary to get acquainted with the nature and characteristics of the Goods, including their functionality.

Pursuant to Section 1837 of the Civil Code the Consumer may not withdraw from a contract:

- a) for the supply of goods or a service whose price depends on fluctuations of the financial market which are beyond the control of the entrepreneur and which may occur during the time limit for withdrawal,
- c) for the supply of sealed goods which were unsealed after supply by the consumer,
- d) for the supply of audio or video recordings or computer software whose original seal was unsealed after supply,
- e) for the supply of newspapers, periodicals or magazines,
- f) for the supply of digital content which is not supplied on a tangible medium if it was supplied with the prior express consent of the Consumer before the time limit for withdrawal and the entrepreneur informed the consumer before concluding the contract that he shall thereby lose his right of withdrawal.

The Consumer may not withdraw from the Contract without giving a reason if the Goods have already been partially consumed, nor may the Consumer withdraw the Contract where it provides for Goods whose nature precludes it, in particular for hygiene reasons (e.g. creams, etc.). If the returned Goods are incomplete, damaged or visibly worn, the Seller may claim compensation for damage.

5. Withdrawal from Contract by Buyer Who is not Consumer

A Buyer Who is not a Consumer may withdraw from the Contract according to Section 1829 et seq. of the Civil Code.

6. Transport

The cost of postage and packaging which the Buyer has chosen in the Order shall be borne by the Buyer and such costs shall be determined according to the current price list of the Seller which is available on the website www.academiabooks.com.

7. Payment Terms

- Wire transfer – after receiving the Order (offer to enter into a purchase contract), the Seller shall inform the Buyer of the Purchase Price, account number and variable symbol of payment. The Buyer shall pay for the Goods by making a payment to the Seller's bank account before the Goods are dispatched, otherwise the Goods shall not be dispatched or handed over. This method of payment of the Purchase Price is considered an advance payment of the Purchase Price.
- Payment cards – after creating the Order (offer to enter into a purchase contract), the Buyer shall be redirected to a secure payment gateway of the bank, where the Buyer shall enter the necessary data for payment. This method of payment of the Purchase Price is considered an advance payment of the Purchase Price.
- Cash or payment card (personal collection) – the Buyer shall pay for the Goods in cash or by payment card upon receipt of the Goods at the Seller's branch, after receiving confirmation by e-mail from the Seller that the Goods are ready for collection at the branch.

8. Rights Arising from Defective Performance

The right of the Buyer arising from a defective performance is established by a defect that the Goods have upon the passage of the risk of damage to the Buyer, even if the defect becomes apparent later. The Buyer's right is also established by a defect which occurs later and which is caused by the Seller's breach of duty.

Should the defective performance constitute a fundamental breach of contract, the Buyer has the right to:

- a) have the defect removed by having a new defect-free thing or a missing thing supplied,
- b) the removal of the defect by having the thing repaired,
- c) a reasonable reduction of the purchase price, or
- d) withdraw from the Contract.

The Buyer shall notify the Seller of the right he/she has chosen upon the notification of the defect or without undue delay thereafter. The Buyer may not change the choice made without the consent of the Seller; this does not apply if the Buyer requested the repair of a defect which proves to be irreparable. If the Seller fails to remove the defects within a

reasonable time limit or if the Seller notifies the Buyer that they will not remove the defects, the Buyer may, instead of having the defects removed, request a reasonable reduction of the Purchase Price or withdraw from the Contract.

If the Buyer fails to make his choice of right in time, he/she has the same rights as upon non-fundamental breach of contract.

If a defective performance constitutes a non-fundamental breach of contract, the Buyer has the right to have the defects removed, or to a reasonable reduction of the Purchase Price.

Until the Buyer asserts his/her right to a reduction of the Purchase Price or withdraws from the Contract, the Seller may supply what is missing or remove a legal defect. The Seller may remove other defects by repairing the thing or supplying a new thing, the choice being the Seller's; the choice must not cause the Buyer to incur unreasonable costs.

If the Seller fails to remove a defect in a thing in time or refuses to remove the defect, the Buyer may request a reduction of the Purchase Price or withdraw from the Contract. The Buyer may not change his/her choice without the consent of the Seller.

The Buyer may not withdraw from the Contract or demand the supply of a new thing if he/she cannot return the thing in the same condition in which he received it. This does not apply if:

- a there has been a change in its condition as a result of inspection to discover a defect of the thing,
- b) the Buyer used the thing before the discovery of a defect,
- c) the Buyer did not cause the impossibility to return the thing in the same condition by an act or omission, or
- d) the Buyer sold the thing before the discovery of the defect, consumed it or altered the thing during its normal use; if it occurred only partially, the Buyer shall return to the Seller everything he/she still can and shall compensate the Seller in the amount of the benefit he/she enjoyed as a result of the use of the thing.

If the Buyer fails to notify the defect in a thing in time, he/she shall lose the right to withdraw from the Contract.

The rights arising from defects can be exercised with the Seller at the following addresses:

In case of shipping of the Goods: Knihkupectví Academia (Academia Bookstore), Na Florenci 3, 110 00 Prague 1

In case of personal delivery: at the address of the bookshop where the Goods were collected

Upon receipt of the defective item, a claim form shall be issued, which shall be sent by e-mail within 24 hours of receipt of the defective item. If the claim is made in person, the form shall be issued on the spot. Complaints shall be processed immediately, or within 30 days in more complex cases that require an assessment.

9. Rights Arising from Defective Performance and Quality Warranty where Buyer is Consumer

The Seller is liable to the Buyer who is a Consumer that the Goods are free from defects upon receipt, in particular the Seller is liable to the Buyer that that at the time the Buyer took over the Goods:

- a) the Goods have the properties stipulated by the Parties, and in the absence of such a stipulation such properties which the Seller or producer described, or which the Buyer expected given the nature of the Goods concerned and the advertising presented by the Seller or producer,
- b) the Goods are suitable to be used for the purpose stated by the Seller or to which the thing of such kind is usually used,
- c) the quality or design of the Goods corresponds to the agreed sample or model if such quality or design was determined on the basis of an agreed sample or model,
- d) the Goods have the corresponding quantity, measurement or weight, and
- e) the Goods meet the requirements laid down by legal regulations.

The Buyer is entitled to assert his/her right arising from a defect within 24 months from the takeover of the Goods.

If the Goods lack the properties specified above, the Buyer may also require the supply of new Goods without defects, unless it is disproportionate to the nature of the defect, but where the defect only concerns a component part of the Goods, the Buyer may only request a replacement of that component part; if it is impossible, the Buyer may withdraw from the Contract. If, however, it is disproportionate to the nature of the defect, in particular where the defect can be removed without undue delay, the Buyer has the right to have the defect removed gratuitously.

Even where a defect is removable, the Buyer is entitled to have new Goods supplied or a component part replaced if he/she cannot use the Goods properly due to the repeated occurrence of the defect after a repair or due to a larger number of defects. In such case, the Buyer shall also have the right to withdraw from the Contract.

If the Buyer fails to withdraw from the Contract or assert his/her right to have new defect-free Goods supplied, a component part replaced or the Goods repaired, he/she may require a reasonable price reduction. The Buyer also has the right to a reasonable price reduction where the Seller cannot supply to him/her new defect-free Goods, replace a component part of the Goods or repair them, as well as where the Seller fails to provide for a remedy within a reasonable time or where such a remedy would cause substantial difficulties to the Consumer.

Where proved that the Goods supplied do not have the properties and the quality agreed upon by the Parties, all costs of delivery of the Goods to the Seller, as well as from the Seller back to the Customer, shall be borne by the Seller.

The rights arising from defects can be exercised with the Seller at the following addresses:

In case of shipping of the Goods: Knihkupectví Academia (Academia Bookstore), Na Florenci 3, 110 00 Prague 1

In case of personal delivery: at the address of the bookshop where the Goods were collected

If so requested by the Buyer, the Seller shall confirm to the Buyer in writing the extent and the duration of the Seller's duties in the event of a defective performance. Unless prevented

by the nature of the Goods, such confirmation may be replaced by a document of purchase containing the above information.

If the Buyer asserts his/her right arising from a defective performance, the Seller shall provide the Buyer with a written confirmation of the time when the Buyer asserted this right, as well as of the completion of the repair and its duration.

10. Quality Warranty where Buyer is not Consumer

The Seller shall not provide a warranty for the quality of the Goods to a Buyer who is not a Consumer, unless expressly agreed between the Parties. In such a case, the Seller's liability for defects shall be governed by the Civil Code.

11. Prices and Validity of Offer

All prices for products and services are inclusive of VAT, which is applicable at the moment of dispatch of the Order. In the event that the VAT changes before the conclusion of the Purchase Contract or the dispatch of the Goods, the Buyer is obliged to pay the outstanding amount of the Purchase Price, taking into account the type of payment chosen by the Buyer, or, as the case may be, the Seller shall immediately send the Buyer an e-mail message with a request for information on how the Seller can refund the Buyer for an overpayment of the Purchase Price. The delivery of the Goods shall include an invoice. All prices of the Goods, including promotional prices, are valid until recalled or until stocks are sold out.

12. Final Provisions

The Consumer's Order shall be archived after its delivery to the Seller as an offer to enter into a purchase contract for the purpose of its performance and further registration. The individual technical steps leading to the conclusion of the Contract shall be apparent to the Consumer from the Order process itself. The Buyer shall have the opportunity to detect and correct errors in data entries until the Order is placed. The costs of using remote means of communication (internet, etc.) to complete the Order shall be borne by the Buyer. These Terms and Conditions shall allow the Consumer to archive and reproduce them.

The entity for out-of-court proceedings in the event of a dispute or for settling complaints from buyers is Česká obchodní inspekce (Czech Trade Inspection Authority), with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID No.: 000 20 869, internet address: <http://www.coi.cz>, established by Act No. 64/1986 Sb., on the Czech Trade Inspection Authority, which the Buyer can contact via the electronic filing room on the website of the Czech Trade Inspection Authority. It is also possible to resolve a dispute online via the dedicated [ODR platform](#). Supervision of personal data protection is exercised by the Office for Personal Data Protection pursuant to Act No. 101/2000 Sb., on the Protection of Personal Data, www.uoou.cz.

If the Purchase Contract between the Seller and the Buyer Who is not a Consumer is subject to Act No.340/2015 Sb., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Act on the Register of Contracts), as amended, the operator undertakes to publish such Contract in the Register of Contracts.

A deviation from these Terms and Conditions is only possible with the written consent of both Parties. Provisions deviating from the Terms and Conditions may also be agreed in the Purchase Contract. Deviating provisions in the Purchase Contract shall take precedence over the provisions of the Terms and Conditions.

Additional or different terms and conditions of a business partner shall not apply to the contractual relations set out in these Terms and Conditions.

The contractor may change or supplement the wording of these Terms and Conditions. This provision does not prejudice the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

These Terms and Conditions come into force and effect on 24 April 2023.