

Order documents: terms and conditions, complaint rules, withdrawal information and model withdrawal form

Terms and conditions

1. Seller and scope

The online shop ropere.com is operated by Wawahi s.r.o., Loosova 990/24, 149 00 Praha, Česká republika, company ID 05623740, VAT ID CZ05623740, registered in the Commercial Register C 267595 (the "Seller").

You can contact the Seller by e-mail at info@ropere.com.

These terms and conditions govern contracts for the sale of goods concluded through the online shop ropere.com between the Seller and the buyer. Provisions marked as applying to consumers apply only to a buyer who is a consumer, that is, a natural person acting outside their trade, business or profession.

2. Ordering and conclusion of the contract

The presentation of goods in the online shop is an invitation to submit an order. You submit an order by completing the order form and pressing the button "Order with obligation to pay". Before pressing it, you can check and correct all the data you entered, including the goods, the delivery address, the delivery costs and the total price.

The contract is concluded when the Seller confirms the order to your e-mail address. The confirmation contains these terms and conditions, the complaint rules, the information on the right of withdrawal and the model withdrawal form as a PDF document, which you can store and print. The Seller archives the concluded contract and the version of these terms and conditions you accepted.

The contract can be concluded in any language in which the online shop is offered.

3. Prices and payment

Prices for consumers include value added tax at the rate of the country of delivery. The delivery costs and the total price are shown in the basket before you submit the order. Business customers with a valid VAT ID in another EU member state are invoiced without VAT under the reverse charge procedure.

The price is payable when the order is submitted, through the payment gateway of Comgate Payments, a.s. The following payment methods are available:

- Apple Pay and Google Pay
- bank transfer
- payment card (Visa, Mastercard, Maestro)

The Seller issues a tax document (invoice) and sends it to you electronically.

4. Delivery

The countries to which the Seller delivers, the delivery costs and the usual delivery times are listed on the Delivery information page. The delivery fee is calculated from the gross weight of the goods. A shipment may be divided into several packages.

The goods are usually packed on the day of the order or on the next working day and handed over to a carrier operating in the country of delivery. The risk of damage to the goods passes to you when you, or a person you designate, take over the goods. Please check the package on delivery.

5. Right of withdrawal (consumers)

As a consumer, you have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period expires 14 days after the day on which you, or a third party other than the carrier designated by you, take physical possession of the goods. If you ordered several goods delivered separately, the period runs from the receipt of the last item.

To exercise the right of withdrawal, you must inform the Seller of your decision by an unequivocal statement. You can use any of these ways:

- a letter to Loosova 990/24, 149 00 Praha, Česká republika
- an e-mail to info@ropere.com
- the online withdrawal function "Withdraw from contract here", available at the bottom of every page of the online shop and in your order

You may use the model withdrawal form below, but it is not obligatory. To meet the withdrawal deadline, it is sufficient to send your notice before the withdrawal period has expired.

If you withdraw from the contract, the Seller will reimburse all payments received from you, including the costs of delivery (except for supplementary costs resulting from your choice of a type of delivery other than the least expensive standard delivery offered), without undue delay and in any event not later than 14 days from the day on which the Seller is informed about your decision to withdraw. The Seller will use the same means of payment you used for the initial transaction, unless you expressly agree otherwise; in any event, you will not incur any fees as a result of such reimbursement. The Seller may withhold the reimbursement until it has received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You must send back the goods without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal. The Seller will tell you the return address in your country. You bear the direct cost of returning the goods.

You may withdraw even if you have unpacked or tried the goods. You are only liable for any diminished value of the goods resulting from handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

The right of withdrawal does not apply to goods made to your specifications or clearly personalised, and to sealed audio or video recordings or computer software which were unsealed after delivery.

6. Rights from defective performance (legal guarantee)

The Seller is responsible for the goods being free of defects when you take them over, in particular that they have the agreed properties, are fit for their usual purpose, are in the agreed quantity and comply with legal requirements.

As a consumer, you can exercise your rights for a defect that appears within 24 months of taking over the goods. This applies to all new goods, including batteries and accessories. For used goods, the period may be shortened to 12 months only if this is stated on the product page and in the order. A defect that appears within one year of taking over the goods is presumed to have existed at the time of taking over, unless this is incompatible with the nature of the goods or of the defect.

Wear and tear caused by normal use, including the gradual loss of battery capacity, is not a defect. A commercial guarantee is provided only where the Seller or the manufacturer gives it expressly in writing; it does not limit your rights from defective performance.

7. Complaint rules

You can file a complaint by e-mail at info@ropere.com or by sending the goods to the address the Seller tells you. Please describe the defect and the remedy you request.

The Seller will confirm the complaint to you in writing, stating the date it was filed, its content, the remedy you requested and how you will be informed of the result. The Seller will decide on the complaint within 3 working days.

ys; this period does not include the time needed for an expert assessment of the defect. The complaint, including the removal of the defect, will be settled without undue delay and no later than 30 days after it was filed, unless you agree to a longer period. The Seller will confirm the date and method of settlement to you in writing.

If the goods are defective, you can request their repair or replacement. The Seller may refuse the chosen remedy if it is impossible or disproportionately costly. You can request a reasonable price reduction or withdraw from the contract if:

- it is clear from the Seller's statement or the circumstances that the defect will not be remedied within a reasonable time or without significant inconvenience to you
- the Seller refused to remedy the defect or did not remedy it within the period above
- the defect appeared again after repair
- the defect is a material breach of the contract

You cannot withdraw from the contract because of an insignificant defect. If the complaint is justified, the Seller will reimburse the costs you reasonably incurred in filing it.

8. Out-of-court dispute resolution

If you are not satisfied with how the Seller handled your complaint or request, you can contact the Seller first at fo@ropere.com. A consumer may submit a proposal for out-of-court resolution of a dispute to the Czech Trade Inspection Authority (Česká obchodní inspekce), the competent body for out-of-court resolution of consumer disputes: <https://adr.coi.cz>.

Consumers from other EU member states can also get help from the European Consumer Centre in their country (ECC-Net). In the Czech Republic, this is the European Consumer Centre Czech Republic: <https://www.evropskyspotrebitel.cz>.

9. Supervisory authorities

- consumer protection: Czech Trade Inspection Authority, <https://www.coi.cz>
- protection of personal data: Office for Personal Data Protection, <https://uouu.gov.cz>

How the Seller processes personal data is described in the privacy policy.

10. Gift registry

A gift registry is a shareable wish list that an account holder can create for products offered on our site. Anyone who has the link to a gift registry can contribute an arbitrary amount of money towards an item on it. Making a contribution is not a purchase of goods and does not, by itself, create a contract for the sale or delivery of any goods. No item is shipped and no delivery obligation exists until the registry owner actively confirms the item and the resulting order is created. From that point on, the order is a normal purchase governed by these terms and conditions.

The name a contributor provides and the amount they contribute are shown publicly to anyone who has the link to the gift registry. A contributor's e-mail address is never shown publicly. The registry owner's chosen display name is shown to contributors, but the owner's delivery address is never shown to contributors.

Contributions are charged immediately. If a gift registry expires without the owner confirming an item, or a contribution otherwise needs to be returned, the Seller refunds it manually through Comgate. If you believe a contribution you made should be refunded, please contact us at info@ropere.com.

A gift registry expires automatically, by default 30 days after it is created; the owner may extend it up to 90 days after creation. The price of an item is not fixed when a contribution is made. When the owner confirms an item, its price and delivery cost at that moment apply. A surplus is applied towards the delivery cost or, depending on how the owner set up the registry, credited to the owner's account; a shortfall must be paid by the owner to complete the order.

11. Final provisions

The contract is governed by the law of the Czech Republic. If you are a consumer with your habitual residence in another EU member state, you keep the protection given to you by the mandatory provisions of the law of that state.

The Seller may change these terms and conditions. The version you accepted when submitting your order applies to your order. All previous versions remain available on the website of the online shop.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To: Wawahi s.r.o., Loosova 990/24, 149 00 Praha, Česká republika, e-mail: info@ropere.com

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*):

Address of consumer(s)

Date

Name of consumer(s)

Ordered on (*)/received on (*)

Signature of consumer(s) (only if this form is notified on paper)

(*) Delete as appropriate.