



TERMS AND CONDITIONS FOR BUSINESSES AND LEGAL ENTITIES

These General Terms and Conditions for Businesses and Legal Entities (hereinafter referred to as the “**Terms and Conditions**”) apply to contracts concluded through online stores operated by our company on the websites www.hrackolka.cz and www.momkii.com (hereinafter jointly referred to as the “**website**”) between

Seller

HRAČKOLKA s.r.o.

Prakšice 331

687 56 Prakšice, Zlín Region, Czech Republic

Company ID: 08738297

VAT ID: CZ08738297

The company is registered in the Commercial Register maintained by the Regional Court in Brno, Section C, File 120447.

Address for deliveries and returns:

Soukenická 2465, 688 01 Uherský Brod

Contact details:

info@hrackolka.cz / info@momkii.com

Phone: **+420 603 794 921**

as the seller (hereinafter referred to as “**we**” or the “**Seller**”) and an entrepreneur, legal entity or state or public administration body (hereinafter referred to as “**you**” or the “**Buyer**”) (both hereinafter jointly referred to as the “**Parties**”).

1. INTRODUCTORY PROVISIONS

1.1.

Summary of the Terms and Conditions

These Terms and Conditions define and specify the fundamental rights and obligations of the Parties when concluding a purchase contract or another contract referred to herein (hereinafter referred to as the “**Contract**”) through the website.

1.2.

What governs our mutual rights and obligations?

The Parties may agree on rights and obligations that differ from these Terms and Conditions. Any such individual arrangements take precedence. We may amend these Terms and Conditions. Rights and obligations are also governed by the [Complaints Procedure for Businesses and Legal Entities](#), the [Privacy Policy](#) and the terms published on the website. Matters not otherwise regulated are governed by Act No. 89/2012 Coll., the Civil Code.

1.3.

Who are these Terms and Conditions intended for?

These Terms and Conditions apply exclusively to buyers who are entrepreneurs purchasing under a Company ID, legal entities and state or public administration bodies. Contracts concluded with consumers are governed by our [General Terms and Conditions for Consumers](#).

1.4.

Retention of title

You acquire ownership of the goods upon payment of the full purchase price, but not before you have taken possession of the goods. This applies to all payment methods, including deferred payment by invoice.

1.5.

Acceptance of the Terms and Conditions

By submitting an order, you confirm that you have read these Terms and Conditions and agree to their contents without reservation.



2. USER ACCOUNT AND REGISTRATION

2.1.

How does the user account work?

You may register on our website and create a business user account. This allows you to order goods more conveniently, view your order history and manage your billing details. Purchases made through the account may also be associated with benefits for B2B partners. You may also place orders without registering.

2.2.

Your obligations when registering

When registering and placing orders, you are required to provide correct and truthful information, in particular a valid Company ID. Access to your account is protected by a password – do not share these details with anyone and do not allow third parties to use your account. In the event of a breach of these conditions, we reserve the right to cancel your account.

3. PURCHASE CONTRACT (ORDER)

3.1.

How do you place an order and conclude a contract?

You place an order through the shopping cart on the website. The order must contain the exact name of the goods, the quantity, the payment/delivery method and your contact details, including a valid Company ID. The display of goods on the website is for information purposes only and does not constitute an offer to conclude a contract pursuant to Section 1732(2) of the Civil Code.

3.2.

Can you cancel an order that has already been submitted?

Before our acceptance is delivered to you, you may cancel the order without penalty in writing or by e-mail. Once we accept the order and the Contract is concluded, you are not entitled to cancel the order unilaterally; cancellation is only possible by mutual agreement.

3.3.

Acceptance of the order by us

We are not obliged to accept an order we receive. We are entitled to verify the company information you provide and your creditworthiness. An automatic confirmation that we have received your order does not constitute acceptance of the order. The Contract is concluded only when we send you information confirming acceptance of the order by e-mail.

4. PRICE AND PAYMENT TERMS

4.1.

What are the prices and how can you pay?

You may pay the purchase price and delivery costs using the payment methods offered in the shopping cart (advance cashless payment, cash on delivery, etc.).

4.2.

Invoicing for schools and public authorities

In the commercial sector, payment by invoice after delivery is available only to regular customers approved by us. An exception applies to schools, kindergartens, municipalities and state or public administration bodies, to which we normally allow payment by invoice after delivery with a 14-day due date.

4.3.

When is payment due?

For advance payments, the price is due within 5 days of acceptance of the order. Where payment by invoice is permitted, the price is due within 14 days of the invoice date unless otherwise agreed.

4.4.

Penalties for late payment

If you fail to comply with the payment due date, we are entitled to charge contractual interest on late payment at the rate of 0.05% of the outstanding amount for each commenced day of delay. This does not affect our right to compensation for damages. We are also entitled to suspend further deliveries until all your outstanding debts have been paid in full.



4.5.

Electronic invoicing

By accepting these Terms and Conditions, you agree to the issuance and delivery of tax documents (invoices) in electronic form.

5. DELIVERY TERMS

5.1.

How and when will we deliver the goods?

We are obliged to deliver the goods to you in the agreed manner. Delivery of the goods is deemed to take place when the goods are handed over to the first carrier for transport. The risk of damage to the goods passes to you when the goods are handed over to the first carrier.

5.2.

What should you do when receiving and unpacking the goods?

Before accepting the shipment, you are required to check that the packaging is intact and immediately notify the carrier of any defects, including drawing up a damage report. Immediately after receipt, you are required to inspect the contents. Any discrepancy or damage must be reported to us and documented no later than 2 working days after receipt. If this requirement is not met, you lose your rights arising from defective performance.

5.3.

What happens if you fail to accept the goods?

If you fail to accept the goods, this does not affect our right to demand payment of the purchase price. In the event of non-acceptance, we are entitled to reimbursement of the costs associated with delivery and storage, as well as the right to withdraw from the Contract.

6. REDEEMING A GIFT VOUCHER

6.1.

How do you redeem a gift voucher?

You can redeem a gift voucher by entering its unique code in the relevant field in the shopping cart. A voucher may only be redeemed once and is valid for 12 months from the date of purchase; its validity cannot be extended. The voucher is transferable. Once a voucher has been redeemed, its value cannot be refunded in cash.

7. WITHDRAWAL FROM THE CONTRACT (B2B RETURNS)

7.1.

When can you not withdraw from the Contract?

As you are not purchasing as a consumer but under a Company ID, you do not have the statutory right to withdraw from the purchase contract without giving a reason within 14 days. You are not entitled to withdraw from the Contract in respect of goods that have been delivered properly, on time and without defects. You are entitled to withdraw only if we are more than 4 weeks late in delivering the goods.

7.2.

When can we withdraw from the Contract?

Until you have taken possession of the goods, we are entitled to withdraw from the Contract at any time, in which case we will refund the purchase price. We are also entitled to withdraw from the Contract if you are more than 4 weeks late in paying the purchase price. In such a case, we are also entitled to a contractual penalty of 30% of the price of the goods.

7.3.

Returning gifts

If a gift was provided to you together with the goods, cancellation of the Contract also terminates the gift agreement and you are required to return the gift together with the goods.



8. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE (B2B CLAIMS)

8.1.

Claims procedure

Rights arising from defective performance and warranty liability are governed exclusively by the provisions of the Civil Code and the **Complaints Procedure for Businesses and Legal Entities**, which is published on our website.

8.2.

Quality warranty

Please note that a quality warranty (e.g. a 24-month warranty intended for consumers) is not automatically provided for purchases made under a Company ID unless it is expressly agreed for the specific product and stated on the tax document.

9. DISPLAYING AND VERIFYING REVIEWS (Shopping Guide)

9.1.

Product ratings (Internal reviews)

Product reviews on our website may only be submitted by registered buyers who have actually purchased the relevant product from us. Our system automatically matches reviews with the purchase history in the user account. These reviews are always marked as verified.

9.2.

Store ratings (Heureka.cz)

We assess your satisfaction with your purchase through e-mail questionnaires as part of the Ověřeno zákazníky (Verified by Customers) programme. These questionnaires are sent whenever you make a purchase from us unless you opt out of receiving them. We process the relevant data on the basis of our legitimate interest. We use a processor, the Heureka.cz portal, to send the questionnaires. You may object to receiving questionnaires at any time using the link provided in the e-mail.

9.3.

Profile reviews (Google)

If we display ratings from our Google Business Profile, these are reviews submitted by users of the Google platform. In this case, we cannot guarantee with absolute certainty that the purchase has been verified.

9.4.

Moderation

We display both positive and negative reviews without altering their text. We reserve the right to delete only reviews containing vulgar language, racism or spam.

10. PROTECTION OF TRADE SECRETS

10.1.

During the negotiation and performance of the Contract, confidential information may be disclosed to you. You undertake to keep such information confidential, not disclose it to third parties and not use it for any purpose other than the performance of the Contract.

10.2.

You may not make copies of materials provided to you by us without our consent.

11. ADDITIONAL INFORMATION AND COMMUNICATION

11.1.

Copyright and website content

The content of our websites, including texts, photographs and logos, is protected by our copyright. Copying, distributing or misusing this content without our express consent is prohibited. We are not liable for errors caused by third-party interference. In the event of unlawful use of the website, we are entitled to block your access.

11.2.

Personal data protection (Cookies and Marketing)

Information about how we process the personal data of company representatives, self-employed persons and state administration bodies can be found in the **Privacy Policy (GDPR)** available on our website.



11.3.

Delivery of notices and communication

Ordinary correspondence may be exchanged by e-mail using the address specified in your account or order, or our e-mail address. A notice is also deemed delivered if the recipient refuses to accept it or fails to collect it.

11.4.

Dispute resolution and courts

Alternative dispute resolution through the Czech Trade Inspection Authority (ADR) is, by law, available only to consumers and therefore does not apply to contractual relationships with businesses. We expressly agree that our general court, i.e. the court having jurisdiction over the Seller, shall have local jurisdiction to hear any disputes arising from this Contract. The relationship is governed by Czech law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

These Terms and Conditions for Businesses (B2B) are valid and effective from 15 August 2026.