



TERMS AND CONDITIONS FOR CONSUMERS

These General Terms and Conditions for Consumers (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 you as the buyer (hereinafter referred to as “**you**” or the “**Buyer**”).

1. INTRODUCTORY PROVISIONS

1.1. Summary of the Terms and Conditions

Under the purchase contract, we undertake to deliver the goods specified in your order and you undertake to accept the goods and pay us the purchase price. To conclude the contract, you must place an order and we must accept it.

1.2. Is this a consumer contract?

It is a consumer contract if you are a consumer, i.e. if you are a natural person purchasing goods outside the scope of your business activities or outside the independent exercise of your profession. These Terms and Conditions do not apply in full to entrepreneurs and legal entities.

1.3. What governs our mutual rights and obligations?

First and foremost, our relationship is governed by the contract, which consists of these Terms and Conditions, the **Complaints Procedure**, the **Privacy Policy** and your order. Matters not regulated by the contract are governed by Czech law, in particular Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection.

1.4. Acceptance of the Terms and Conditions

By submitting an order, you confirm that you have read and agree to these Terms and Conditions. We may amend the Terms and Conditions; however, your rights and obligations will always be governed by the version that was effective when they arose.

2. USER ACCOUNT AND REGISTRATION

2.1. How does the user account work?

You may register on our website and create a user account. This allows you to order goods more conveniently, view your order history and submit verified reviews of products you have purchased. Purchases made through a user account may also be associated with various benefits (e.g. loyalty discounts, special offers or other benefits), the current rules for which can always be found directly on our website. You may also order goods without registering.

2.2. Your obligations when registering

When registering and placing orders, you are required to provide correct and truthful information. 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 user account. In the event of a breach of these conditions or prolonged inactivity (more than 24 months), we reserve the right to cancel your user account.



3. PURCHASE CONTRACT

3.1. How do you place an order and conclude a contract?

You place an order by completing the form in the shopping cart on our website. You submit a binding order by clicking the relevant button indicating an obligation to pay (e.g. "Complete Order" / "Order with Obligation to Pay"). The purchase contract is concluded when we send you confirmation of acceptance of your order by e-mail.

3.2. Can you cancel or change an order that has already been submitted?

You may cancel or change an order that we have not yet confirmed by phone or e-mail. Once we have accepted the order (and the contract has been concluded), cancellation is only possible by mutual agreement.

4. PRICE AND PAYMENT TERMS

4.1. What are the prices and how can you pay?

All prices displayed on the website are final (including VAT and all related charges). You may pay the purchase price and delivery costs using the methods offered in the shopping cart (e.g. bank transfer, online card payment, cash on delivery or cash payment upon personal collection). Any discounts cannot be combined with one another.

4.2. When is payment due?

For advance payments, the price is due within 5 days of acceptance of the order. We dispatch the goods only after the payment has been credited to our account.

5. DELIVERY TERMS

5.1. How and when will we deliver the goods?

You select the delivery method and its price in the shopping cart. The order always shows the final price, including the cost of the selected delivery method. Delivery time depends on product availability (goods in stock are usually dispatched within a few working days). You acquire ownership of the goods once the full purchase price has been paid and the goods have been received.

5.2. What should you do when receiving and unpacking the goods?

When receiving a shipment from the carrier, check that the packaging is intact. If you notice obvious damage to the packaging, notify the carrier immediately and, where appropriate, do not accept the shipment.

Hidden transport damage: Please unpack and inspect the goods as soon as possible after receiving them. If you discover any mechanical damage that may have occurred during transport (e.g. cracks, scratches or broken parts), we strongly recommend notifying us no later than 48 hours after receipt (ideally by e-mail with photographs of the box and the damaged goods attached). Prompt notification enables us to claim compensation from the carrier and allows us to send you a replacement quickly and without unnecessary complications. Claims concerning mechanical damage reported later may be very difficult to resolve due to the strict conditions imposed by carriers, and it may be disputed whether the goods were damaged only after they had been received.

5.3. What happens if you fail to accept goods sent cash on delivery?

Failing to accept the goods without previously withdrawing from the contract does not constitute a lawful cancellation of the order, but a breach of the purchase contract on your part. If you unjustifiably fail to accept a cash-on-delivery parcel from the carrier, we are entitled to compensation for the damage incurred (the actual costs associated with packaging, transport to your address and return transport to us). These costs are charged at a flat rate of CZK 300 including VAT. You are required to pay this amount upon our request for payment. If you fail to settle this debt, we reserve the right to refer it to a third party (a debt collection agency) for recovery, which may result in additional costs for you.

5.4. Carrier terms and redirection of shipments

The delivery process itself is governed by the terms and conditions of the carrier you have selected. Please note that the carrier reserves the right to change the collection point (for example, if your selected parcel locker or collection point has reached full capacity) and deliver the shipment to the nearest available collection point. In such a case, the carrier will inform you directly about the change and the exact collection location.



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 PURCHASE CONTRACT (RETURNS)

7.1. When and how can you withdraw from the contract?

As a consumer, you may withdraw from the contract without giving a reason within 14 days of receiving the goods. The easiest way is to use the online withdrawal button available directly on our website (e.g. in your user account or on the relevant dedicated page). Once you submit the online form, we will promptly confirm its receipt by e-mail. Alternatively, you may send us your notice of withdrawal by e-mail or by post to our delivery address (you may use our [model withdrawal form](#) for this purpose).

7.2. Returning the goods and your payment

You must return the goods to us (to our delivery address at Soukenická 2465, Uherský Brod) within 14 days of withdrawing from the contract. You bear the cost of returning the goods to us. We will refund your payment within 14 days of withdrawal, but not before we receive the goods or you provide evidence that you have sent them back. If you return the entire order, we will also refund the initial cost of the least expensive delivery method we offered for delivery to you. However, if you withdraw from the contract only partially (returning only some items from the order while keeping others), you are not entitled to a refund of the original delivery costs. As a rule, we refund payments using the same method by which we received them, or to a bank account by mutual agreement.

7.3. When can you not withdraw from the contract?

You cannot return goods removed from sealed packaging for hygiene reasons, audio/video recordings where the seal has been broken, goods customised according to the customer's wishes or a gift voucher that has already been redeemed. You are also responsible for any reduction in the value of the goods resulting from handling them beyond what is necessary to establish their nature and characteristics (the goods must not be worn, damaged or partially consumed).

8. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE (CLAIMS)

Your rights arising from defective performance are governed by the applicable laws (in particular the Civil Code). If a defect becomes apparent during the first year (12 months) after receipt, the goods are presumed to have been defective at the time of receipt. You may make a claim regarding the goods within 24 months of receipt. Detailed instructions on how to make a claim can be found in our separate document, the [Complaints Procedure](#).

9. DISPLAYING AND VERIFYING REVIEWS (Shopping Guide)

In accordance with applicable legislation, we inform you below about how we process ratings and reviews displayed on our websites:

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's 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 in which our online store participates. These questionnaires are sent to you whenever you make a purchase from us, unless you opt out of receiving them in accordance with Section 7(3) of Act No. 480/2004 Coll., on Certain Information Society Services. We process personal data for the purpose of sending these questionnaires on the basis of our legitimate interest. For sending questionnaires and evaluating feedback, we use a processor (the Heureka.cz portal), to which we provide information about the goods purchased and your e-mail address for these purposes. You may object to receiving questionnaires at any time using the link provided in the e-mail. If you object, we will no longer send you these questionnaires.



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 a purchase has been verified. We report fake or offensive reviews to the platform operator.

9.4. Moderation

We display both positive and negative reviews without altering their text. We reserve the right to delete or not display only reviews containing vulgar language, racism, demonstrable spam or the personal data of third parties.

10. ADDITIONAL INFORMATION FOR CONSUMERS AND COMMUNICATION

10.1. Alternative dispute resolution

If a dispute arising from a consumer contract between you and us cannot be resolved by agreement, you have the right to contact the Czech Trade Inspection Authority (Central Inspectorate – ADR Department, Štěpánská 15, 120 00 Prague 2, e-mail: adr@coi.cz, website: adr.coi.cz) for the purpose of alternative dispute resolution of a consumer dispute. The ODR platform established by the European Commission may also be used for online dispute resolution (ec.europa.eu/consumers/odr/).

10.2. Copyright and website content

The content of our websites (texts, photographs, logos and source code) is protected by copyright. Copying, distributing or misusing this content without our express consent is prohibited. We are not liable for errors caused by third-party interference with the website.

10.3. Personal data protection (Cookies and Marketing)

Information about how we process your personal data (including the use of cookies and the sending of commercial communications and newsletters) can be found in the separate **Privacy Policy (GDPR)** available on our website. Consent to cookies and marketing is not conditional upon acceptance of these Terms and Conditions and is managed independently.

10.4. Delivery of notices and communication

Ordinary correspondence may be exchanged by electronic mail (e-mail), using the address specified in your user account or order, or our e-mail address stated at the beginning of these Terms and Conditions. A notice is also deemed delivered if the recipient refuses to accept it, fails to collect it within the storage period, or if it is returned as undeliverable.

These Terms and Conditions are valid and effective from 15 August 2026.