

Terms and Conditions for Consumers (EN)

Version 2026-04-01

1. Seller Identification

- **Company name:** HOOKAH GARAGE s.r.o.
- **Registered office:** Dobrovského 874/29, 702 00 Ostrava, Czech Republic
- **Company No. (IČO):** 08997608
- **VAT No. (DIČ):** CZ08997608
- **Commercial register:** Regional Court in Ostrava, Section C, Insert 41440
- **Contact e-mail:** office@titaniumcarcare.eu
- **Phone:** +420 722 060 961
- **Address for complaints and written correspondence:** Dobrovského 874/29, 702 00 Ostrava, Czech Republic

2. Definitions

- **Consumer:** a natural person who concludes a purchase contract outside the scope of their business or self-employment activity.
- **E-shop:** the web interface operated by the Seller through which goods can be ordered.
- **Goods:** car care products and accessories offered in the e-shop.

3. Scope

These Terms and Conditions ("T&C") govern the rights and obligations of the parties when concluding distance purchase contracts (via the e-shop) between the Seller and consumers. The T&C apply to purchases made by consumers from the Czech Republic, Slovakia, Poland and Hungary.

4. Conclusion of the Purchase Contract

The presentation of goods in the e-shop is an informational offer; the Seller is not obliged to conclude a contract in respect of such goods.

The consumer places an order by selecting goods, entering delivery and payment details and submitting the order form. By submitting the order, the consumer confirms that they have read these T&C and agree to them.

The purchase contract is concluded at the moment the Seller confirms receipt of the order by e-mail to the consumer's address.

5. Prices, VAT and Charges

Prices are displayed in the currency selected by the consumer or automatically determined by the delivery country: **CZK** (Czech Republic), **EUR** (Slovakia and other EU countries), **PLN** (Poland), **HUF** (Hungary). The currency can be changed in the cart before placing the order. Prices for consumers are shown inclusive of VAT. The applicable VAT rate is determined by the laws of the delivery country (OSS scheme under Council Directive (EU) 2017/2455 and 2019/1995, in force from 1 July 2021).

Delivery costs are added to the price of goods in accordance with the current delivery price list in the e-shop.

6. Payment Terms

The consumer may pay the purchase price by the following methods:

- Online payment via the **ComGate** payment gateway (payment card, instant bank transfer and other methods as available)
- BLIK (for customers from Poland, via the ComGate payment gateway)
- Cash or card on personal collection

Payment is made in the selected cart currency (CZK, EUR, PLN or HUF). The tax document (invoice) is issued in the same currency as the payment. Exchange rates for conversion from EUR are updated on the 1st of each month based on the Czech National Bank (ČNB) official exchange rate list. The decisive rate is the one valid at the time the order is placed — this rate is printed directly on the invoice and archived for tax audit purposes.

The Seller will issue a payment confirmation (tax document) and send it by e-mail. Goods are dispatched after the payment is credited to the Seller's account, unless otherwise agreed.

7. Delivery of Goods

The method and conditions of delivery are described in detail in the **Delivery Conditions** document.

In order to deliver the order, the consumer's name, delivery address and phone number are passed to the selected carrier (e.g. Geis CZ s.r.o., Zásilkovna s.r.o./Packeta). Providing these details is necessary for performance of the contract within the meaning of Art. 6(1)(b) GDPR; the consumer's consent is not required.

8. Right of Withdrawal

The consumer has the right to withdraw from a distance purchase contract within **14 days** of receiving the goods, without giving any reason and without penalty. Details are set out in the **Right of Withdrawal (with model form)** document.

The Seller will refund all payments received from the consumer (including standard delivery costs) within **14 days** of receiving the withdrawal notice.

9. Rights Arising from Defective Performance

The consumer's rights arising from defective performance are set out in detail in the **Complaints Procedure** document. The Seller is liable to the consumer for defects existing at the time of handover and for a statutory warranty period of **24 months** from receipt.

10. Out-of-Court Dispute Resolution

In the event of a dispute, the consumer may submit a proposal for out-of-court dispute resolution to the **Czech Trade Inspection Authority** (ČOI), Štěpánská 15, 120 00 Praha 2; e-mail: adr@coi.cz; web: www.coi.cz. The consumer may also use the EU ODR platform: <http://ec.europa.eu/consumers/odr>.

11. Supervisory Authorities

Compliance with consumer protection obligations is supervised by the **Czech Trade Inspection Authority** (ČOI). Data protection supervision is carried out by the **Czech Data Protection Authority** (ÚOOÚ), www.uoou.cz.

12. Personal Data Protection

The processing of the consumer's personal data is governed by the **Privacy Policy (EN)** document.

13. Governing Law

The legal relationship between the Seller and the consumer is governed by Czech law. This does not affect the mandatory consumer protection provisions applicable in the consumer's country of habitual residence in the EU.

14. Final Provisions

The Seller is entitled to amend these T&C to a reasonable extent. The version of the T&C in force at the time the consumer submits the order governs the specific purchase contract.

Current version effective from the date stated in the document header.