SIV.cz Terms and Conditions (effective from 24 August 2026)

The e-shop and related sales channels (physical store, rental service, wholesale, service center) are operated under the joint brand **SIV.cz** (hereinafter “**SIV.cz**” or “**we**”).

The following entities jointly operate under the SIV.cz brand:

- **SIV Kladno s.r.o., Company ID (IČO): 27076440,** with its registered office at Vít. Nezvala 750, Kladno 27204, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 94490 – provides the sale of new goods, servicing, circulation (refurbishment/re-introduction into circulation) of medical devices, and the dispensing of medical devices against a voucher. It is a VAT payer.
- **Ing. Ondřej Dudák, a self-employed individual, Company ID (IČO): 75322129,** place of business at Strouhalova 2743, Kladno 27201 – provides the rental service, sale of refurbished medical aids, and servicing.
- **Jakub Dudák, a self-employed individual, Company ID (IČO): 75201640,** place of business at Pařížská 2151, Kladno 27201 – provides the rental service, sale of refurbished medical aids, and servicing.

The contracting party to any specific contract with the Customer (hereinafter the “**Seller**”) is always whichever of the persons listed above actually carries out the relevant activity and which, given the nature of the ordered performance, is named as the contracting party on the tax document/invoice or contract – even where the order is placed through the shared SIV.cz e-shop interface. Wherever these Terms and Conditions (hereinafter the “T&C”) use the term “Seller” or “SIV.cz”, this always means the specific person who is party to the relevant contract. In the case of a rental agreement (rental service), a separate contracting party – in addition to the Seller acting as lessor – is the Deposit Administrator. The Deposit Administrator is always one of the persons comprising SIV.cz (see the introduction to these T&C); for a specific contract, this may or may not be the same person who is the Seller under that contract. Its role is to receive, record, and return the Customer's deposit/refundable security deposit under Article 8.2 of these T&C. The specific identity of the Deposit Administrator is always stated in the relevant rental agreement.

Contact details for all communication:

- **e-mail: info@siv.cz,**
- **store phone: +420 321 003 002,**

  (if you cannot reach us during our opening hours, we will call you back)
- **service phone: +420 321 003 001,**

  (if you cannot reach us during our opening hours, we will call you back)
- **store address and address for delivery of letters: SIV.cz, Hřebečská 2678, Kladno 27201,**
- **address for delivery of parcels: SIV.cz, Hřebečská 2716, Kladno 27201, phone for parcel delivery only: +420 777 350 007**
- **e-shop address: www.pomuckyzdravotnicke.cz (www.siv.cz)**

These T&C govern the mutual rights and obligations between the Seller and a natural or legal person (hereinafter the "Customer") who concludes a purchase contract, a rental agreement (rental service), a framework purchase contract (wholesale), or a repair contract with the Seller – whether through the e-shop, in the physical store, or in another manner.

1. Basic Definitions

- **Consumer** – a Customer who concludes a contract with the Seller outside the scope of their business activity.
- **Entrepreneur** – a Customer who acts within the scope of their business activity (typically in wholesale transactions or company orders placed via the e-shop).
- **Deposit Administrator** – the person designated as such in a specific rental agreement, who, in connection with the rental, receives, records, and returns the Customer's deposit/refundable security deposit under Article 8.2 of these T&C; this may or may not be the same person as the Seller under that contract.
- **Goods** – medical aids and related assortment offered by the Seller.
- **Medical device** – a product meeting the definition under Regulation (EU) 2017/745 (MDR) and Act No. 89/2021 Coll., on Medical Devices.

2. Conclusion of the Purchase Contract (e-shop)

2.1 The e-shop contains a list of Goods, including prices. If the Seller is a VAT payer, prices are shown including VAT; if the Seller is not a VAT payer, the price shown is the final price and does not include VAT. Whether a specific Seller is a VAT payer is always evident from the order confirmation and the tax document/invoice.

2.2 To order Goods, the Customer completes the order form. Before submitting the order, the Customer may check and change the data entered.

2.3 Submitting the order is considered a proposal to conclude a contract. The contract is concluded at the moment the Seller's order confirmation is delivered to the Customer's e-mail.

2.4 **By submitting the order, the order becomes binding on the Customer.**

2.5 The Seller is entitled to cancel the order if circumstances arise on its side that prevent the order from being fulfilled (e.g., the Goods have ceased to be manufactured or supplied, there has been a significant price change on the supplier's part, or the Goods turn out to have been listed incorrectly on the e-shop). The Seller will notify the Customer of the cancellation without undue delay; if the purchase price has already been paid, the Seller will refund it to the Customer without undue delay.

2.6 **The Customer is entitled to cancel the order without penalty** if the delivery period notified by the Seller after conclusion of the contract is longer than the period anticipated when the order was placed, as soon as the Customer is informed of this (longer) delivery period.

2.7 If the Goods are not in stock and are put into production on the basis of the order, and their price exceeds CZK 10,000, the Seller is entitled to require, before production begins, payment of a deposit of **at least 50% of the price** of the Goods, the exact amount of which will be communicated to the Customer when the order is confirmed.

2.8 The Seller sells and dispenses, against a voucher, Class I medical devices – non-sterile and non-measuring – within the meaning of Regulation (EU) 2017/745 (MDR) and Act No. 89/2021 Coll., on Medical Devices. No professional qualification of the Customer is required to purchase these Goods.

2.9 Where Goods are dispensed against a voucher issued by a healthcare facility, the amount of the health insurance reimbursement is determined by the reimbursement rate valid on the day the voucher is redeemed with the Seller, even if an earlier (preliminary) quotation to the Customer was priced differently. Any amount above the reimbursement is paid by the Customer.

2.10 For refurbished Goods, this fact is always expressly stated in the Goods' description on the e-shop, together with information on the shortened liability period under Article 5.1; otherwise, these T&C apply to the sale of refurbished Goods accordingly.

3. Payment Terms and Delivery

3.1 Goods and services may be paid for by the following methods: – in cash on collection (at the store, cash on delivery via an external carrier, or on delivery by SIV.cz's own transport); – by bank transfer in advance, based on a pro-forma invoice/payment instructions; – via the online payment gateway on the e-shop; – by payment card at the store; – by bank transfer with a due date – this method is reserved for wholesale customers (see Article 6), hospitals, and other institutions.

3.1a For orders paid by **cash on delivery** whose value **exceeds CZK 10,000**, the Seller is entitled to require payment of the purchase price in advance by bank transfer instead of cash on delivery; in such a case the Seller does not charge the Customer a cash-on-delivery fee.

3.2 The delivery price is shown to the Customer in the e-shop cart depending on the Goods ordered and the delivery address; it depends in particular on the delivery address, and the size, quantity, and nature of the Goods. An indicative delivery price list is also provided separately on the website, linked below these T&C.

3.2a If the delivery method chosen by the Customer in the order subsequently proves unworkable (e.g., because the dimensions or quantity of the Goods require a different type of parcel, or for technical reasons on the carrier's side), the Seller is entitled to replace the chosen delivery method with a suitable equivalent method and send the Customer up-to-date tracking details. If the replacement delivery is more expensive than the delivery originally ordered, the Seller will contact the Customer before dispatching the Goods and agree the increased delivery price with them in advance.

3.3 Title to the Goods passes to the Customer only upon payment of the purchase price in full.

4. Withdrawal from the Contract within 14 Days (Consumer)

4.1 In accordance with Section 1829 of the Civil Code, the Consumer has the right to withdraw from a contract concluded by distance means (e-shop, telephone) **within 14 days of receiving the goods**, without giving any reason. A special rule on the start of this period applies to rental agreements under Article 8.11.

4.2 To withdraw, the Consumer must send an unambiguous statement (e.g., by e-mail to info@siv.cz, using the withdrawal form available under the Terms and Conditions tab at www.pomuckyzdravotnicke.cz, or using the Withdrawal Form within 14 Days that forms Annex No.

1 to these T&C) within the 14-day period. The withdrawal notice must include: – the order or invoice number; – identification of the Goods to which the withdrawal relates, where the order contains more than one item of Goods and the Consumer is withdrawing from only part of the order; – the Consumer's contact details; – the chosen method of returning the Goods (in person at the store, by post/courier service, or via a paid collection arranged by SIV.cz); – the bank account number for the refund, if the purchase price was paid by cash on delivery.

Customers logged into their customer account can also withdraw from the contract directly from the relevant order, using the “Return Goods” button, for 14 days from receipt of the Goods.

4.3 The Consumer must return the Goods within 14 days of withdrawal. The Goods should be returned unused, unsoiled, with all accessories, and in the packaging in which they were delivered to the Consumer, so that they can be resold. The Consumer is liable to the Seller for any decrease in the value of the Goods resulting from handling them in a way other than what is necessary to become acquainted with their nature, characteristics, and functionality. **If the Goods are not returned in flawless, unused condition as required by this Article, the Seller is entitled to reduce the refunded amount by compensation for the resulting damage/decrease in value of the Goods.**

4.4 The Seller will refund payments received either in person, immediately upon return of the Goods at the store, or, where the Goods are returned by post/courier service, no later than 14 days from their receipt by the Seller. The Seller will refund the payment only after receiving the returned Goods, never before.

4.5 **The right of withdrawal under Section 1837 of the Civil Code does NOT APPLY in particular to:**

- **Custom-made Goods** – i.e., Goods manufactured on the basis of an order to individual dimensions/parameters specified by the Customer, which are not normally available in the e-shop's range as a stock item (typically, for example, custom-made anti-decubitus cushions, wheelchairs manufactured/adjusted to the Customer's individual body dimensions, and similar compensatory aids made to measure for a specific Customer);
- Delivery of Goods that, after delivery, have been inseparably mixed with other goods (wheel-filling material, accessory assembly, individual modifications).

The Seller notes that, for other Goods (not custom-made), the packaging is not an obstacle to withdrawal – the Goods are not supplied in packaging whose breaking would prevent their return.

4.6 The right of withdrawal within 14 days belongs only to the Consumer, i.e., a natural person acting outside the scope of their business activity (see the definition in Article 1). The right of withdrawal therefore **does not apply to any order placed by an Entrepreneur** (regardless of whether placed within wholesale or through the regular e-shop), nor to **purchases made at the physical store** (as this is a contract concluded other than by distance means), unless the parties agree otherwise.

5. Rights Arising from Defective Performance and Complaints

5.1 The Seller is liable to the Consumer for the Goods being free of defects on receipt (statutory liability for defects under Section 2161 et seq. of the Civil Code), for the statutory period of **24 months** from receipt; **for refurbished Goods**, this period is, by law, shortened to **12 months** from receipt. The Seller provides no contractual warranty on the Goods beyond the scope of the law.

5.2 A complaint may be filed at the address for sending parcels (see above), by e-mail to info@siv.cz, or in person at the store.

5.3 **Filing a complaint remotely (by e-mail):** The Customer must attach to the complaint a completed and signed **Complaint Protocol** (Annex No. 2 to these T&C), together with: – photographic documentation of the claimed defect; – a photograph of the Goods' production label.

Without this documentation, the Seller may be unable to properly assess the complaint and may ask the Customer to supply it. A complaint may also be filed in another demonstrable form (e.g., by telephone followed by an e-mail summary), but it must contain all the information otherwise required in the Complaint Protocol. Using the Complaint Protocol significantly speeds up the process, so we recommend always using it.

5.4 **Start of the period for handling a complaint:** – For defects that can reliably be assessed from photographic documentation (obvious, visual defects), the period for handling the complaint begins **on the day the e-mail complaint is delivered**, with all the details required under Article 5.3. – For defects whose assessment requires physical presentation of the Goods (functional faults that cannot reliably be assessed remotely), the period for handling the complaint begins only **on the day the Seller physically receives the Goods**.

5.5 The Seller will assess the complaint within 3 days of it being filed, unless an expert assessment by the manufacturer of the Goods is required. The complaint, including remedying the defect, must be resolved no later than 30 days after it is filed, unless the parties agree on a longer period (**up to 60 days**) using the procedure set out in the Complaint Protocol (Annex No. 2) – to allow time, for more complex Goods, for any necessary part replacement or expert repair carried out by the manufacturer.

5.6 **Loan of a replacement aid during an extended period:** Where a longer period (up to 60 days) for handling the complaint has been agreed under Article 5.5, the Seller may lend the Customer a replacement aid for that period at zero rent, provided such an aid is currently available; the deposit under Article 8.2 is always required in that case. There is no legal entitlement to the loan of a replacement aid. Articles 9.9 to 9.11 of these T&C apply accordingly.

5.7 **Reimbursement of transport costs:** If the complaint is recognized as justified, the Customer is entitled to reimbursement of reasonably incurred costs for sending the claimed Goods to the Seller, on production of a document proving their amount (postal receipt, carrier's document). Reimbursement is capped at the costs normally charged for a comparable method of transport. If the complaint is not recognized, the Customer bears the transport costs.

5.8 For medical aids, any warranty terms of the manufacturer also apply to the complaint; if you suspect a defect that could endanger the Customer's health, we recommend discontinuing use of the aid and contacting the Seller immediately.

Choice of the Method of Handling the Complaint

5.8a If the Goods have a defect, the Customer will state, together with filing the complaint (or without undue delay thereafter), which method of handling they require – **repair, replacement of a defective part/component, or replacement of the entire Goods** – in accordance with Section 2169 of the Civil Code. The choice should correspond to the nature and seriousness of the defect and should be proportionate (i.e., not, for example, a request to replace the entire Goods for a negligible, easily repairable defect).

5.8b The Seller will respect the chosen method, unless it is impossible or would, compared to another method, involve disproportionate costs for the Seller (assessed in particular with regard to the significance of the defect, the value the Goods would have without the defect, and the possibility of remedying the defect another way without undue difficulty for the Customer). In that case, the Seller may propose another suitable method to the Customer; however, the final choice among the proposed suitable methods belongs to the Customer. The Customer may not subsequently change their choice without the Seller's consent.

6. Special Provisions for Wholesale (B2B)

6.1 Wholesale is intended for medical supply stores, pharmacies, and other entities selling medical aids that further distribute the purchased Goods to end customers. A party wishing to become a wholesale partner registers by telephone, e-mail, or through the e-shop, providing their billing and, if applicable, delivery details, and entering “wholesale” in the order notes. When processing an order marked in this way, the Seller adjusts the prices to wholesale prices.

6.2 No minimum order volume is set. Wholesale prices are governed by the Seller's current wholesale price list provided to the registered Entrepreneur.

6.3 Consumer-protection provisions (in particular Article 4 – withdrawal within 14 days) do not apply to wholesale relationships, unless the parties agree otherwise in writing.

6.4 **Invoices are due within 30 days** of the date of issue, provided the Entrepreneur has no outstanding debt to the Seller. If the Entrepreneur has a recorded outstanding debt, the Seller may require payment in advance, shorten the due date of further invoices, or suspend further deliveries until the debt is paid. In the event of late payment, the Seller may charge default interest under Government Regulation No. 351/2013 Coll.

7. Special Provisions for Sale and Rental at the Physical Store

7.1 For sales at the store, the purchase contract is concluded at the moment the Goods are paid for; for a rental agreement (rental service) negotiated and signed in person at the store, it is concluded when the rental agreement is signed. In both cases this is not a distance contract, and the **right of withdrawal within 14 days does not apply**, unless the rental agreement was preceded by an order placed by distance means (e-shop, telephone) – in which case the procedure under Article 8.11 of these T&C applies.

7.2 Beyond the scope of the law, the Seller offers the Customer the option of **exchanging Goods purchased at the store within two business days of purchase**, provided the Goods have not been used, are not soiled, and are complete (including all accessories, packaging, and proof of purchase). Exchange is not possible for Goods that were ordered specifically for the Customer directly from production (i.e., were not in stock). This is a voluntary commercial policy of the Seller beyond the statutory rights, which the Seller may change or cancel at any time.

7.3 The rights arising from defective performance under Article 5 apply accordingly to purchases made at the store.

7.4 **Loan of a replacement aid while waiting for delivery of ordered Goods:** Where the Customer is waiting for delivery of Goods ordered at the store – in particular where the Goods were ordered after a health-insurance voucher was redeemed, or after the Customer paid a deposit under Article 2.7 – the Seller may, for the waiting period, lend the Customer a similar replacement aid at zero rent, provided such an aid is currently in stock. The replacement aid may be collected at the store or, if it needs to be delivered to the Customer's address, delivered for a fee under the current delivery price list. There is no legal entitlement to the loan of a replacement aid. Article 8.2 (deposit) and Articles 9.9 to 9.11 of these T&C apply accordingly.

7.5 **Weekly rental agreed at the store:** A weekly rental of an aid (as distinct from the standard monthly rental under Article 8) cannot be ordered on a self-service basis via the e-shop; it can only be arranged in person at the store or by telephone with an employee of the Seller. It is agreed at a different (weekly) rate that differs from a proportional part of the monthly rent. Weekly rental cannot be extended, and the Customer must return the aid once the agreed week has elapsed, even if they continue to pay some amount. If the Customer still needs the aid, they may follow the weekly rental immediately with a standard monthly rental agreement under Article 8; in that case a new rental agreement must be concluded. Where the weekly rental is agreed by telephone (i.e., not in person at the store), it is a contract concluded by distance means, and Articles 4 and 8.11 of these T&C (withdrawal within 14 days, consent to commencement of performance) apply accordingly. The other provisions of Article 8 (in particular the deposit under Article 8.2, the condition and use of the aid under Article 8.8, and liability for damage/loss under Article 8.9) apply accordingly to weekly rental.

8. Special Provisions for the Online Medical Aid Rental Service

8.1 The subject of the rental is the loan of a functional, clean, and fully operational medical aid (e.g., wheelchair, positioning bed, walker, etc.).

8.1a **Delivery of the rented aid** to the Customer is arranged separately (in addition to the rent) and is charged under the current delivery price list, unless otherwise agreed.

8.2 **Deposit/refundable security deposit:** The deposit is received, recorded, and returned by the Deposit Administrator (see Article 1 and the introductory provisions of these T&C), whose identity is stated in the rental agreement. The deposit amount is calculated individually for each specific aid and stated in the order and the rental agreement. The deposit is paid when the aid is collected, to an account or by another method specified by the Deposit Administrator. After the aid is properly returned, the deposit is refunded by the Deposit Administrator using a method corresponding to how it was paid (in cash or by payment card at the store, or by transfer to the Customer's account within 5 business days), reduced by: – compensation for use of the aid after the end of the rental under Article 8.7; – the cost of repairing damage beyond normal wear and tear; – the cost of cleaning the aid, if it is returned excessively soiled; – costs of processing the payment, where the deposit was paid by payment card and, for technical reasons, cannot be refunded by the same method, so that it is refunded another way.

8.3 **Residual value:** The rental agreement states a residual value for each aid. This price is the price at which the Customer may, by agreement with the Seller, buy the aid, and is also used as compensation for damage in the event of loss or destruction of the aid.

8.4 **Rent and payment:** Rent is paid at the intervals agreed in the rental agreement, either monthly or weekly. Rent for the relevant period must be paid no later than the first day of that period. If the Customer returns the aid before the end of a paid period, they are not entitled to a refund of a proportional part of the rent for that period. If the end of the rental falls on a rest day, a public holiday, a state holiday, or a day the Seller is closed, the Customer may return the aid on the next business day without being in default.

8.5 **Termination of the rental:** The Customer may terminate the rental at any time by returning the aid to the Seller, even before the end of a paid period; the rental ends on the day the aid is returned. In that case, rent already paid is not refunded (see Article 8.4).

8.6 **Duration and extension of the rental:** The rental agreement is concluded for a fixed term corresponding to the chosen payment period – one month or one week. Where a monthly period is agreed, the rental is automatically extended by a further month each time the Customer pays the rent for the following period no later than the last day of the current period; the extension takes effect by the payment itself, without the need to conclude an amendment. If the Customer does not pay the rent for the next period on time, the rental ends when the current period expires, and the Customer must return the aid no later than the following day, unless otherwise agreed with the Seller. Where a weekly period is agreed, the rental is not automatically extended and ends when the agreed week expires; a new rental agreement is required for further use of the aid. The Seller may also decide not to extend the rental after the end of the current paid period, even without giving a reason; it must inform the Customer of this no later than 14 days before the end of the current paid period.

8.6a Both the Customer and the Seller may withdraw from the rental agreement in writing in the event of a serious breach of a statutory or contractual obligation by the other party; withdrawal takes effect on the day the written notice of withdrawal is delivered to the other party.

8.7 **Failure to return the aid after the end of the rental:** If the Customer does not return the aid after the rental ends, they must return it without undue delay. For the period from the end of the rental until the aid is properly returned, the Customer must pay the Seller compensation for use of the aid, equal to a proportional part of the rent for each day of such use (monthly rent divided by 30, weekly rent divided by 7). The Customer must also pay the Seller a contractual penalty of CZK 40 for each day, or part of a day, of delay in returning the aid, until it is returned. This is without prejudice to the Seller's right to compensation for damage and to recover the residual value of the aid under Article 8.3 if it is not returned, is lost, or is destroyed.

8.8 **Condition and use of the aid:** The lessee must use the aid properly, in accordance with the instructions for use, must not modify it, and must not hand it over to a third party without the Seller's consent. The aid is handed over to the Customer clean and fully functional, and the Customer must return it in the same condition.

8.8a **Defect in the rented aid:** If a defect not caused by the Customer appears in the rented aid during the rental, the Customer must report it to the Seller without delay, by telephone or e-mail to the contact details in the introduction to these T&C. This is not a complaint within the meaning of Article 5 of these T&C (which relates to defects in purchased Goods), and the Customer does not need to complete a Complaint Protocol (Annex No. 2) to report it – it is simply an ordinary fault report on a rented item within an ongoing rental relationship. After the fault is reported, the Seller will arrange for the aid to be repaired or, if repair is not possible or reasonable, replaced with another functional aid of the same or similar type, if available. The Seller bears the cost of such repair or replacement; if the defect or damage was caused by the Customer, the procedure under Article 8.9 applies.

8.9 **Liability for damage/loss and insurance:** The lessee is liable for damage to or loss of the aid beyond normal wear and tear; in that case they must pay the cost of repair, or the residual value of the aid under Article 8.3, even beyond the amount of the deposit paid. The Seller does not arrange insurance for the rented aid; the Customer may arrange insurance for the rented aid themselves, at their own expense, with their insurer.

8.10 **Return of the aid:** The aid may be returned: – in person at the store; – by sending it via a freight/shipping service at the Customer's expense, unless otherwise agreed; – by ordering collection of the aid by a technician of the Seller (subject to the conditions and any fee under the current price list).

8.11 **Withdrawal from the contract within 14 days.** An order for an aid placed by the Customer via the e-shop or by telephone is binding on the Customer (Article 2.4), but the rental agreement itself arises only once it is signed by both parties – either in person at the store, or by delivery of the signed counterpart back to the Seller in the case of remote signature (see Article III of the rental agreement). If a rental agreement signed in this way was concluded by distance means (an order placed via the e-shop or by telephone), the Consumer has the right to withdraw from it within 14 days of the date of its signature, using the procedure under Article 4 of these T&C.

Where, in the rental agreement, the Customer requests – by ticking the relevant consent – that performance (the rental) begin before the 14-day period has expired:

a) where the aid is handed over in person at the store or delivered to the Customer by SIV.cz's own transport, the rental begins on the day the Agreement is signed;

b) where the aid is sent to the Customer, the rental begins on the second day after it is dispatched by the Seller; the Seller may dispatch the aid immediately upon receiving the signed Agreement back.

If the Customer does not give this consent, the Seller will not begin performance (handing over or dispatching the aid) before 14 days have elapsed from the date the Agreement was concluded.

If the Customer withdraws from the contract after performance has begun at their request, the Seller is entitled to a proportional part of the rent, calculated from the day the rental period began (as described above) to the day of withdrawal; this amount will be set off against the deposit paid, or the Seller will invoice it separately.

8.12 **Return of the aid after withdrawal:** In the event of withdrawal from the contract, the Customer must return the aid to the Seller as soon as possible, and no later than 14 days after withdrawal, using the method set out in Article 8.10.

8.13 **Delivery charges are not refunded on withdrawal.** The price for delivering the aid to the Customer under Article 8.1a is not refunded in the event of withdrawal from the contract, since this is a service that the Seller duly provided (performed) before the rental performance itself began, and the Customer has therefore already benefited from its result.

9. Special Provisions for Repairs of Medical Aids

9.1 The Customer hands over the aid for repair on the basis of an Acknowledgment of Receipt for Repair, which describes the fault; the repair price is not stated in this acknowledgment.

9.2 The Seller will diagnose the aid, determine the repair price on that basis, and inform the Customer of this price. If the Customer does not agree with the price quoted, the repair will not be carried out.

9.3 **Repair deposit:** For all repairs, once the repair has been priced and the price approved by the Customer, a deposit of **at least 50% up to 100% of the repair price is required, as agreed with the Customer**. **By paying the deposit, the Customer agrees to the repair being carried out to the stated extent and at the price quoted, and the repair is thereby commenced.**

9.3a **Transport of the aid for diagnosis:** Where the aid is transported to the service center for diagnosis at the Customer's request, the Customer bears the cost of that transport (there and, if applicable, back), even if they do not agree with the repair price quoted and the repair is not carried out under Article 9.2. Transport is a service provided in addition to the repair itself.

9.4 The Seller's statutory liability for defects under Section 2161 et seq. of the Civil Code applies to the repair carried out; the Seller provides no contractual warranty beyond the scope of the law.

9.5 If the Customer does not collect the repaired aid within 30 days of being notified to do so, the Seller may charge storage fees of CZK 10 for each day of delay.

9.6 **Withdrawal within 14 days does not apply to a repair that has already commenced.** Since this is a service performed according to the Customer's instructions and with their express consent (see Article 9.3), the exception to the right of withdrawal under Section 1837(d) of the Civil Code applies.

Repairs Paid via Health Insurance Voucher

9.7 A repair paid via a health insurance voucher commences at the moment the approved, valid voucher is delivered to the Seller.

9.8 To have the voucher prescribed and approved, a repair estimate must be requested in advance. This estimate is uploaded to the e-voucher system, or otherwise supplied to the health insurer, either by the prescribing physician or by the Seller.

Loan of a Replacement Aid During Repair

9.9 During a repair paid via a health insurance voucher (Articles 9.7–9.8), a repair for which a deposit was paid under Article 9.3, or while a complaint under Article 5 is being handled, the Seller **may lend** the Customer a replacement aid, provided such an aid is currently available in the Seller's rental stock. **There is no legal entitlement to the loan of a replacement aid.**

9.10 The replacement aid may be collected at the store **at zero rent for the duration of the repair**; the deposit under Article 8.2 is always required. If the replacement aid needs to be delivered to the Customer's address, the Customer bears the transport costs, both ways, under the current delivery price list.

9.11 **End of the free loan:** The free loan of the replacement aid ends: – on the 5th business day after completion of the repair, or – on the 5th business day after the complaint is resolved (recognized as justified), or – on the day the complaint is rejected, whichever occurs first. In any event, the free loan ends at the latest at the moment the Customer collects the repaired aid / the aid returned following the complaint – at which point the Customer must return the replacement aid, even if the above period has not yet expired.

Once the free loan ends, the Customer must return the replacement aid or, if they wish to continue using it, begin paying rent for it under the standard rental price list and the rental terms set out in Article 8 of these T&C.

10. Personal Data Protection (GDPR)

10.1 The Seller processes the Customer's personal data in accordance with Regulation (EU) 2016/679 (GDPR) and Act No. 110/2019 Coll.

10.2 **Controller of personal data:** The Customer's personal data is processed as controller by whichever of the persons comprising SIV.cz the Customer concluded the relevant contract with. Given that these persons cooperate closely in business and use a shared information system in which Customers' personal data is recorded, they act as joint controllers with respect to the processing of this data within the meaning of Article 26 GDPR. For a rental agreement (rental service), the Customer's personal data is also processed, to the extent necessary for receiving, recording, and returning the deposit, by the Deposit Administrator as controller. If the Deposit Administrator for a specific contract differs from the Seller, the Seller and the Deposit Administrator act as joint controllers to this extent within the meaning of Article 26 GDPR.

10.3 Detailed information on the scope and purpose of personal data processing, the individual recipients and processors (including third-party tools such as Google Analytics, Google Ads, Sklik, Zboží.cz, Heureka, and Meta Pixel), the data retention period, use of cookies, and the Customer's rights is set out in a separate document, the Personal Data Processing Policy, which forms Annex No. 3 to these T&C and is also permanently available at www.pomuckyzdravotnicke.cz under the Terms and Conditions tab.

10.4 Contact for data protection matters: info@siv.cz.

11. Out-of-Court Dispute Resolution

11.1 The **Czech Trade Inspection Authority**, with its registered office at Štěpánská 796/44, 110 00 Prague 1, Company ID (IČO): 000 20 869, website: adr.coi.cz, is the competent body for the out-of-court resolution of consumer disputes.

12. Final Provisions

12.1 Legal relationships not governed by these T&C are governed by the laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, and Act No. 634/1992 Coll., on Consumer Protection.

12.2 The Seller reserves the right to amend these T&C unilaterally. For the Customer, the T&C in effect on the date the contract was concluded apply.

12.3 These T&C are effective from 24 August 2026.

Annex No. 1 – Withdrawal Form within 14 Days

Use this form if you wish to withdraw from a purchase contract or rental agreement concluded by distance means (via the e-shop or by telephone), within 14 days of receiving the Goods (purchase contract) or signing the rental agreement. Send the completed form by e-mail to info@siv.cz or by post together with the goods to SIV.cz, Hřebečská 2716, Kladno 272 01. You may also withdraw in another unambiguous form, provided it states the same information as this form.

Addressee: SIV.cz, Hřebečská 2678, Kladno 272 01, email: info@siv.cz, phone +420 321 003 002

I hereby give notice that I am withdrawing from the contract for the purchase of the following Goods / the provision of the following service:

- Order, invoice, or contract number: ....
- Name and description of the Goods to which the withdrawal relates:

  ....

  (If the Consumer is withdrawing from only part of an order containing several items of Goods, please state here which specific Goods the withdrawal concerns.)

Consumer's Details

- Full name: ....
- Address: ....
- E-mail: .... Phone: ....

Date

- Date the Goods were ordered / the contract concluded: ....
- Date the Goods were received: ....

Method of Returning the Goods

☐ In person at the store ☐ By post / courier service ☐ Paid collection arranged by SIV.cz

Details for Refunding the Payment

- Bank account number (in particular if payment was made by cash on delivery):

  ....

Date: ....

Consumer's signature: ....

Annex No. 2 – Complaint Protocol

This form is used to file a complaint, whether the Goods are handed over in person at the store or the complaint is sent remotely (by e-mail/post). For a remote complaint, the Customer sends the completed and signed protocol together with the claimed Goods and the attachments required under Article 5.3 of the Terms and Conditions (photo documentation of the defect and of the production label). A complaint may also be filed in another demonstrable form, provided it states all the information contained in this form.

Seller's Details

Addressee:

SIV.cz, Hřebečská 2678, Kladno 272 01, email: info@siv.cz, phone +420 321 003 002

Customer's Details

- Full name / company: ....
- Address: ....
- E-mail: .... Phone: ....
- Invoice / order number: ....

Details of the Claimed Goods

- Name of the Goods: ....
- Manufacturing/serial number per the production label (not required if a photo of the production label is attached): ....
- Date received: ....

Description of the Defect

....

....

....

Requested Method of Handling (non-binding statement by the Customer)

☐ Repair

☐ Replacement of the defective part

☐ Replacement of the entire Goods

☐ Other (please specify): ....

Declaration and Consent to a Possible Extension of the Handling Period

☐ tick if you agree with the following paragraph

I acknowledge that we handle complaints as quickly as possible, but for defects whose resolution requires replacement of a defective part by the manufacturer of the Goods (i.e., sending the Goods, or part of them, outside the Seller's premises), we cannot control how quickly the manufacturer carries out the replacement. For this case, I agree that the period for handling the complaint may be extended to up to 60 days from the date the claimed Goods are received by the Seller.

While a complaint for which consent has been given under this declaration is being handled, we may offer you the free loan of a replacement aid at zero rent, if such an aid is currently available (see Article 5.6 and Articles 9.9–9.11 of the Terms and Conditions).

Date: .... Customer's signature: ....

Handling of the Complaint (to be completed by the Seller)

- The complaint is: ☐ recognized as justified ☐ rejected
- Actual method of handling: ☐ Repair ☐ Replacement of the defective part ☐ Replacement of the entire Goods ☐ Other (please specify): ....
- Brief description of the handling / justification (especially in the case of rejection):

  ....
  ....
- Extended liability period (36 months) granted: ☐ Yes ☐ No ☐ Not applicable

Date complaint handled: ....

For the Seller – name and signature: ....

The Customer receives the completed Complaint Protocol in person when the matter is handled at the store, or it will be sent to them electronically after the complaint has been handled.

Annex No. 3 – Personal Data Processing Policy

1. Data Controller

Customers' personal data is processed by the persons operating SIV.cz (see the identification in the introduction to the Terms and Conditions), specifically whichever of them the Customer concluded a contract with. Given their close business cooperation and their use of a unified information system, they act as **joint controllers** with respect to the processing of personal data under Article 26 GDPR. For a rental agreement (rental service), the Customer's personal data is also processed, to the extent necessary for receiving, recording, and returning the deposit, by the Deposit Administrator as controller. If the Deposit Administrator for a specific contract differs from the Seller, they act as joint controllers to this extent within the meaning of Article 26 GDPR.

Contact for data protection matters: info@siv.cz

2. What Data We Process and Why

Category of data	Purpose of processing	Legal basis
Identification and contact details (name, address, e-mail, phone)	Handling orders, rentals, complaints, and repairs	Performance of a contract
Date of birth	Conclusion of a rental agreement	Performance of a contract
Insured person's number (birth ID number)	Dispensing against a voucher	Performance of a contract
Billing and payment details	Accounting and tax records	Compliance with a legal obligation
Order and rental history	Customer service, possible offers	Legitimate interest
Data on website behavior (cookies)	Traffic analysis, remarketing	Consent

3. Third-Party Tools We Use

To operate the website and for marketing purposes, we use the following tools, which may receive data on website behavior (in particular via cookies):

- **Google Analytics** (Google Ireland Ltd.) – website traffic analysis.
- **Google Ads (AdWords)** (Google Ireland Ltd.) – conversion measurement and remarketing.
- **Sklik** (Seznam.cz, a.s., Czech Republic) – conversion measurement and remarketing.
- **Zboží.cz** (Seznam.cz, a.s., Czech Republic) – a price-comparison service, processing order data for the purpose of displaying offers and, where applicable, shop ratings.
- **Heureka.cz** (Heureka Group a.s., Czech Republic) – the “Verified by Customers” program (sending a satisfaction survey after purchase).
- **Meta Pixel** (Meta Platforms Ireland Ltd.) – a tracking code placed on the website, used to a limited extent for conversion measurement and, where applicable, remarketing on Facebook/Instagram.

We also maintain a public profile (page) on Facebook as a brand. In connection with the administration of this page, some data on page visitors may be processed independently of us, as the e-shop operator, by Meta (so-called Page Insights).

4. Transfers of Data Outside the EU/EEA

Some of the providers listed above (Google, Meta) also process data on servers outside the EU/EEA, specifically in the USA. This transfer is based on the participation of Google LLC and Meta Platforms, Inc. in the **EU–U.S. Data Privacy Framework (DPF)**, a mechanism recognized by the European Commission as providing an adequate level of protection for personal data.

5. Data Retention Period

- Data related to performance of the contract (orders, rental agreements, complaints): for the duration of the contractual relationship and thereafter for as long as rights arising from that relationship may be asserted.
- Accounting and tax documents: 10 years, pursuant to the Accounting Act and the VAT Act.
- Marketing consents (e-mailing, remarketing): **recommended 12 months from when consent is given or from the Customer's last interaction**, or until consent is withdrawn – we recommend setting this period consistently in the cookie/consent management tool (CMP) and describing here only the value actually set.

6. Cookies

Our website uses: – **necessary cookies** – required for the basic functioning of the e-shop (cart, login); these do not require consent; – **analytical and marketing cookies** (Google Analytics, Google Ads, Sklik, Zboží.cz, Meta Pixel) – stored only with your consent, given via the cookie banner on your first visit to the website.

You may change or withdraw your consent to cookies at any time via the cookie settings on the website www.pomuckyzdravotnicke.cz, or in your browser settings.

7. Your Rights

As a data subject, you have the right to: – access the personal data we process about you, – correct inaccurate data, – erasure of data (subject to the conditions set out in the GDPR), – restriction of processing, – data portability, – object to processing based on legitimate interest or to direct marketing, – lodge a complaint with the Office for Personal Data Protection, Pplk. Sochora 27, 170 00 Prague 7, uoou.cz.

You may exercise these rights using the contact e-mail address given in Article 1 of this Annex.

This Personal Data Processing Policy is effective from 24 August 2026 and forms an integral annex to the SIV.cz Terms and Conditions.