

## GENERAL TERMS AND CONDITIONS [WWW.ROHLIK.CZ](http://WWW.ROHLIK.CZ)

Dear customers, we are delighted that you are interested in our goods or services.

The document you are currently reading is our general terms and conditions ("**Terms**"). It is a legal document describing everything *from A to Z* regarding the purchase of goods or the use of services offered on our e-shop accessible from the web portal [www.rohlik.cz](http://www.rohlik.cz) or via the Rohlik.cz mobile application ("**Rohlik.cz e-shop**").

The Terms are intended for the purchase of goods for direct consumption and are subject to the regulation of consumer contracts contained in Section 1810 of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"). Purchasing goods for business purposes (e.g., for resale) is impossible on the Rohlik.cz e-shop.

A typical customer of Rohlik.cz e-shop is a natural person buying goods for their use or the use of their relatives. An exception to this rule is the purchase of goods for direct consumption by a legal entity (*entrepreneur*), typically used to supply an office. In this case, the regulation of consumer contracts under Article 1810 of the Civil Code does not apply, and the procedure will be regulated by Chapter 7 of our Terms. Whether you are an individual or a legal entity, in this document, we will refer to you as "**customer**" or "**you**" unless the context indicates otherwise.

In addition to the Terms, we have issued special terms and conditions that govern the operation of certain of our other services, goods, contests, or club memberships ("**Special Terms**"). Such Special Terms then take precedence over these Terms.

Behind the Rohlik.cz e-shop is the company **VELKÁ PECKA s.r.o.**, ID No.: 030 24 130, with its registered office at Karolinská 654/2, Karlín, 186 00 Prague 8, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 226550 ("**Rohlik.cz**").

The Terms are effective as of 13 May 2026.

To help you navigate our Terms, please review the chapter outline indicating the most important topics discussed.

CHAPTER	WHAT WILL YOU LEARN THERE?
<b>1. CUSTOMER ACCOUNT</b>	Basic information about the functioning of customer accounts in Rohlik.cz e-shop, and the rules for: <ul style="list-style-type: none"><li>- creating a customer account, and</li><li>- cancellation of a customer account.</li></ul>
<b>2. TERMS OF USE OF THE ROHLIK.CZ E-SHOP</b>	Specification of the conditions under which it is possible to use the Rohlik.cz e-shop, as well as the issue of: <ul style="list-style-type: none"><li>- who can use Rohlik.cz e-shop,</li><li>- what are the obligations arising for customers when using the Rohlik.cz e-shop,</li><li>- use of artificial intelligence tools on Rohlik.cz e-shop, and</li><li>- terms of use for the Maia Chatbot.</li></ul>
<b>3. ORDERS</b>	This chapter describes the process of ordering goods on Rohlik.cz e-shop, including questions related to: <ul style="list-style-type: none"><li>- ordering goods with/without prior creation of a customer</li></ul>

	<p>account,</p> <ul style="list-style-type: none"> <li>- different ways of ordering goods,</li> <li>- conclusion of the purchase contract,</li> <li>- changes in orders,</li> <li>- bags in which the goods is delivered,</li> <li>- delivery and acceptance of orders, and</li> <li>- complaints.</li> </ul>
<b>4. PAYMENT, PAYMENT TERMS</b>	<p>Summarizes information regarding:</p> <ul style="list-style-type: none"> <li>- online payments,</li> <li>- payments made upon delivery,</li> <li>- credits, and</li> <li>- other important information.</li> </ul>
<b>5. WITHDRAWAL FROM THE CONTRACT</b>	<p>This chapter informs of the procedure governing the withdrawal from contracts concluded between you and Rohlik.cz, including:</p> <ul style="list-style-type: none"> <li>- the conditions that need to be meet for a valid withdrawal,</li> <li>- an overview of situations under which withdrawal is not possible, and</li> <li>- how to dispose of the goods in the event of a valid withdrawal.</li> </ul>
<b>6. SPECIAL CATEGORIES OF GOODS</b>	<p>This chapter informs about specific categories of goods:</p> <ul style="list-style-type: none"> <li>- goods sold by weight,</li> <li>- goods sold by pieces,</li> <li>- tobacco products,</li> <li>- alcoholic products,</li> <li>- scratch cards, and</li> <li>- returnable packaging and bottles.</li> </ul>
<b>7. PURCHASE OF GOODS BY LEGAL ENTITIES</b>	<p>This chapter summarizes the conditions under which Rohlik.cz e-shop can be used by legal entities.</p>
<b>8. LICENSE TERMS</b>	<p>This chapter summarizes essential information and obligations regarding the use of the Rohlik.cz e-shop.</p>
<b>9. DATA PROTECTION</b>	<p>We do not take the protection of personal data for granted. Therefore, in this section we refer you to our <a href="#">Privacy Policy</a>, which describes in detail, among other things:</p> <ul style="list-style-type: none"> <li>- what types of personal data do we process,</li> <li>- for what purposes and how do we process personal data,</li> <li>- to whom your personal data may be transferred,</li> <li>- how long do we process your personal data, and</li> </ul>

	<p>- what rights do you have in relation to data protection.</p> <p>We also refer you to the Personal Data Processing Policy for Rohlíček Club Members and the Cookie Policy.</p>
<b>10. FINAL PROVISIONS</b>	This chapter informs about the effectiveness and changes to the Terms and contains other legally required information for consumers (where to file a complaint and other important information).

If you do not find the answer to any of your questions in the Terms, you can check the [FAQ](#) section or contact us via [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz) or 800 730 740.

## 1. CUSTOMER ACCOUNT

### 1.1 Create a customer account

You can use the Rohlik.cz e-shop **without prior registration** or creation of a customer account. However, you must create a customer account to be able to use some of the services and benefits of Rohlik.cz e-shop.

You can create a customer account before you make your first purchase. By creating a customer account, you express your initial interest in using the services and benefits of Rohlik.cz e-shop, but you do not commit to any purchase. As a registered customer, you can obtain certain customer benefits of Rohlik.cz e-shop even before you make your first purchase (benefits are not claimable).

We will automatically create a customer account for you when you complete your first order to facilitate future shopping. We will inform you of this by a message sent to the email address you provided us with when you placed your order.

#### How can you create a customer account?

To create a customer account, use any options Rohlik.cz e-shop currently provides (registration on the website, in the app, or via Apple, Google, Facebook, etc.). After entering the necessary registration data and accepting our Terms, a confirmation email will be automatically sent to the email address provided. To successfully create a customer account, you need to confirm the registration.

We will ask you for some of your personal information when you register. There is no need to worry, as we will only handle the personal data as described in our [Privacy Policy](#).

Please note that if you create a customer account through a third party (Apple, Google, Facebook, etc.), this process may be governed by terms that differ from our Terms. In this case, please familiarize yourself with them.

#### By completing the registration and creating a customer account, you agree that:

- (a) The use of the Rohlik.cz e-shop, including the placing of orders and the related conclusion of purchase contracts, is governed by our Terms,
- (b) You will receive e-mails from Rohlik.cz (confirmation of customer account registration, confirmation of completed orders, etc.) or may be contacted by Rohlik.cz or our affiliated couriers in other ways (by phone, SMS, etc.) in connection with completed orders, delivery of purchases, exercise of rights from defects, etc.,
- (c) You are responsible for your customer account and will protect and safeguard your customer account information by choosing a sufficiently secure password that you will keep secret,
- (d) Rohlik.cz (or the courier delivering your order) may ask you to prove your identity or age in connection with the sale of certain goods (see Chapter 6 of our Terms),
- (e) The customer account (and thus the services of Rohlik.cz e-shop) may not always be available, especially with regard to their necessary maintenance or accidental technical problems.

## 1.2 Customer account cancellation

If you decide to cancel your customer account for any reason, get in touch with us at [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz) or 800 730 740.

Under certain circumstances, Rohlik.cz may, at its sole discretion, temporarily or permanently block or terminate the customer account of customers who repeatedly or seriously violate our Terms. In such case, any unused vouchers in the form of credits will be forfeited without refund upon cancellation of the customer's account. This does not apply to credits that have been uploaded to the customer account:

- (a) based on a **legitimate complaint** (goods arrive faulty, damaged or missing, etc.),
- (b) from a **meal voucher or other payment card** that you hold or have used with the consent of the cardholder,
- (c) from a **gift voucher** that you have validly uploaded into your customer account and have not used by the time of the cancellation of the customer account.

We will reimburse you for the value of such credits by transferring them to your bank account.

## 2. TERMS OF USE OF ROHLIK.CZ E-SHOP

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### 2.1 General terms of use of the e-shop

The content published on the Rohlik.cz e-shop represents **an illustrative offer of goods or services** that can be purchased and delivered via the Rohlik.cz e-shop. This offer **does not constitute a proposal by Rohlik.cz to conclude a contract**. The purchase contract can only be concluded in the manner provided for in Chapter 3.3 of our Terms.

If any terms and conditions of use of Rohlik.cz e-shop are modified in the current offer of goods on Rohlik.cz e-shop differently than in our Terms, what is written in the current offer of goods shall always prevail.

By using the Rohlik.cz e-shop, you confirm that you are a natural person, that you are legally capable of acting, that you will use the Rohlik.cz e-shop in accordance with these Terms and that you are at least 18 years of age in the case of goods for which the legal condition for their purchase or use is a minimum age of 18 years.

**At the same time, as a customer, you agree not to:**

- (a) if the minimum age requirement is not met, to order on Rohlik.cz e-shop such goods for which the legal condition for their purchase or use is a minimum age of 18 years,
- (b) by paying the price of the goods, to circumvent or infringe the rights of third parties and you confirm that you are entitled to use the funds used to pay for the goods,
- (c) make multiple, false, or fraudulent registrations of customer accounts,
- (d) obtain, monitor or copy any content or information provided through the Rohlik.cz e-shop (including by any automated means or any manual process) for any purpose without Rohlik.cz's written consent,
- (e) violate or circumvent measures used to prevent or limit unauthorized access to the Rohlik.cz e-shop or take any action that causes or may lead to an unreasonable burden on the infrastructure.

### 2.2 Artificial intelligence tools

At Rohlik.cz, we are moving with the times and therefore we use and implement artificial intelligence ("AI") tools, i.e., software systems that use algorithms to simulate aspects of human thinking to perform specified tasks. Although they may mimic certain human functions or behaviors, they have no consciousness or emotions and operate solely on the basis of programming. On Rohlik.cz e-shop, these tools may be available to customers as an additional service to simplify the search for goods, placing the order or for any other purpose serving to improve the customer's shopping experience.

Due to the nature of AI tools, Rohlik.cz cannot guarantee the complete accuracy or precision of the information provided or actions taken in this way. AI tools are not primarily intended to provide medical, diabetes or other specialized advice and recommendations. Customers should not rely on the information provided by an AI tool as a substitute for professional medical or diabetes advice and should always contact a qualified professional for specific advice regarding their health or diet.

Rohlik.cz is not liable for any harm resulting from improper use of or information provided by AI tools in the Rohlik.cz e-shop. Customers use AI tools at their own risk.

### 2.3 Terms of Use for the Maia Chatbot

Chatbot Maia, also available as a voice-controlled voicebot, is our AI shopping assistant (“**Maia**”), and therefore, the provisions of Article 2.2 of our Terms fully apply to it. Please note that we continuously improve and refine Maia, which may result in temporary unavailability due to technical issues, maintenance, or outages. Additionally, access to Maia may be limited to a specific group of customers. Rohlik.cz is not liable for any damages or losses caused by such unavailability.

Maia is here to enhance your shopping experience. It can help you select products from the range available on the Rohlik.cz e-shop, provide cooking tips, assist in meal planning and even identify ingredients from meal photos. You may also use Maia to place an order. Additionally, Maia may be capable to further assist with managing your order, including filing a complaint or cancelling the order and perform other tasks within its current technical capabilities.

Maia must not be used for any illegal activities. Please do not enter any queries or commands that could be associated with such actions.

Maia does not actively verify users’ age and does not recommend products with age restrictions (e.g., alcohol, tobacco).

Based on your instructions and the availability of products on Rohlik.cz, Maia may add, remove, or replace items in your shopping cart. Please review the cart’s contents after your interaction with Maia.

When you're ready to complete your order, Maia will guide you through selecting a delivery time, payment method, and other delivery details. Please note that entering or modifying certain delivery details may only be possible through the standard checkout.

Before submitting, Maia will present a full order summary covering the final price including the delivery costs, and complete delivery information. Your order is then confirmed by your explicit consent, expressed in the form required by Maia. By confirming your purchase, you also agree to these Terms and our Privacy Policy, both of which Maia will bring to your attention and make available for review beforehand.

Although Maia is still getting better, it remains an AI tool and can make mistakes. Always review your cart contents and delivery details before finalising any order — whether through Maia or the standard checkout.

Some functionalities of the **Rohlik.cz** e-shop may also not be available through Maia. This applies in particular to the activation of additional services, such as the Reusable Bags service or Xtra membership. When completing an order using Maia, not all payment methods covered by these Terms may be available either.

Rohlik.cz is not responsible for any damages, harm, or adverse consequences resulting from the use of Maia’s responses, recommendations, or other provided information, including any inaccurate, incomplete, or misleading data. Furthermore, Rohlik.cz is not liable for any losses or damages arising from incorrect additions, removals, or replacements of items in the cart, especially if the customer does not review these modifications before completing the order.

Maia is not intended to provide professional advice in the fields of medicine, nutrition, or dietetics. Please verify any product-related information on the product detail page or contact customer support, which remains available for precise and important inquiries.

For information on how Maia processes your personal data, please refer to our [Privacy Policy](#).

## 3. ORDERS

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And finally, the important thing: **how can you order goods on Rohlik.cz e-shop?** Simply follow the procedure below.

### 3.1 Order without creating a customer account first

You can order goods on Rohlik.cz e-shop without creating a customer account. Just place the desired goods in the shopping cart and follow the steps to complete the order.

We will need at least your contact details to complete your order. Without them, we would not be able to deliver your order properly. Don't worry, though, we will always treat your details in accordance with our [Privacy Policy](#).

As we are sure that your first order on the Rohlik.cz e-shop will not be your last one, to facilitate future shopping on Rohlik.cz e-shop, we will create a customer account for you as soon as you complete your first order. We will inform you of this by a message sent to the email address you provided us with when you placed your order.

### 3.2 Order with prior creation of a customer account

If you already have a customer account, you can log in using your login details, which are your email address and password.

***ATTENTION!*** *Please keep your login details secure and do not disclose them to any third party who should not have access to them and could misuse your customer account. We recommend using a strong enough password to log in to your account, i.e., one that is long (ideally 10 characters or more), uses a combination of upper- and lower-case letters, numbers or symbols and does not contain a series of consecutive letters or numbers.*

After logging into your customer account, add the desired items to your cart and follow the steps to complete your order.

Before completing your order, please check the accuracy of all the information entered in your order and familiarize yourself with the estimated price of your order. The order's final price may vary depending on the specific weight of the goods in the order (more details in Chapter 6 of our Terms).

If you have a customer account, you can also place an order using our chatbot Maia. This process is described in Article 2.3 of these Terms.

### 3.3 Completion of the order and conclusion of the purchase contract

As soon as we receive your order, we will promptly confirm it by email. **This will conclude the purchase contract and the order will become binding between us.** In the confirmation email, we will also make available to you the Terms in force on the date of the order, which you will also be able to download or save from your customer account at any time.

Please be aware that, despite our best efforts, there may be situations where, even after confirming your order, we may find that we cannot deliver some items due to stock availability. In this case, we will be forced to cancel the order in relation to the goods in question and adjust the final order price by deducting the price of the goods we are unable to deliver.

If we have a suitable alternative to the missing goods in stock, we can offer to deliver the alternative goods to you. In this case, we will cover any price difference. If, on the other hand, the alternative goods are cheaper than the original goods, we will adjust the final order price by the amount of any overpayment.

### 3.4 Changes in completed orders

*Additional orders*

If you choose to have your order delivered within a longer time frame, we may allow you to add additional goods to the same order. You will be informed of this option when we confirm your order. Information about the time frame in which it will be possible to add goods to your order without creating a new order will be displayed on our website or app. The newly ordered goods will then become part of the original order and be included in one tax document. In this case, if applicable, you will also not be charged an additional delivery fee. Additional orders are not possible if the original order was paid in full with credits.

#### *Other changes*

Our colleagues will do their best to adjust the order according to your wishes. Unfortunately, changes will not be possible for orders that have already been packed or shipped. In all other cases, the order can only be subsequently modified by contacting the customer care department.

### **3.5 Bags in which your order will be delivered**

The goods you order will be delivered to you either in paper bags or in reusable bags, depending on your choice. A special flat fee is charged for each order delivered in the paper bags; you can find the current flat fee amount in our e-shop at order completion. A one-time refundable deposit is charged for delivery in returnable bags. The deposit will be refunded after the termination of the contractual relationship or if you no longer wish to receive your orders in returnable bags. In addition to the information provided in our e-shop, you can find further information in our Terms of the Reusable Bag Service, the current version of which can be found on the Rohlik.cz e-shop.

### **3.6 Delivery and acceptance of an order**

Your order will be delivered by one of our couriers to your specified address. You are obliged to accept the order's delivery unless you exercise your statutory right of withdrawal. The courier will hand over the order to you, a person who is present at the place of delivery (typically at your home) or to a person who proves its existence to the courier (e.g., by showing the order confirmation). The risk of damage to the goods passes upon acceptance of the order.

If the order is already paid for before its delivery, and you request that the courier hand it over without personal contact (e.g., by leaving the goods in the corridor outside your apartment or the gate of your house or putting them in the lift), we will be happy to do so. However, we will not be liable for any theft or damage to your goods before you collect them. Please ask the courier for a handover without personal contact by entering a note when completing your order.

***ATTENTION!*** *If the order contains tobacco or alcohol products, we must check that the person accepting the delivery of the order is over 18 years of age. For more information, please refer to Chapter 6 of our Terms.*

If you do not accept the order even though we have attempted to deliver it to you correctly and on time, we will claim compensation for the costs reasonably incurred in connection with the order delivery in the amount of CZK 300. These costs include preparing, dispatching, and delivering the order. This amount will be charged to you on your next order of goods. If it is not paid promptly, we will be entitled to block your customer account until it is paid.

If you cannot accept the delivery of your order due to a delay in delivery, we may claim compensation for the reasonable costs incurred in the amount of CZK 300 only if the delay is 10 minutes at maximum.

If you accept an order from us but do not pay the order even after Rohlik.cz has sent you a written request, we reserve the right to block your customer account temporarily. If the order is not paid within 14 days from the date of the temporary blocking, we have the right to cancel your customer account. The blocking or cancellation of the customer account does not extinguish Rohlik.cz's right to proper payment of the order price.

#### *Rohlik Points*

Different delivery conditions apply if your order is delivered to **Rohlik Point** - a self-service box used to pick up orders. Detailed information regarding delivery to Rohlik Points (list of Rohlik Points, price for delivery, or other conditions) can be found on Rohlik.cz e-shop.

### 3.7 Complaints

It may happen that the goods are not delivered to you in 100% condition (the goods arrive defective, damaged, or not arrive at all, etc.). In such a case, you are entitled to file a complaint relating to the order, or its part, as described in our [Complaints Policy](#). The current version of our Complaint Policy is available on Rohlik.cz e-shop. The Complaints Procedure is an integral part of these Terms, and you should familiarize yourself with its contents before you place your first order with us.

### 3.8 Displaying the content of Rohlik.cz e-shop

We understand how precious your time is, so Rohlik.cz e-shop uses your customer account number and purchase history to display personalized content. Displaying personalized content means showing you your favorite products in the first places in each product category to make your shopping experience easier. The aim is to save you time by allowing you to make your purchase as quickly as possible (with as few clicks as possible). The purpose of displaying personalized content is not to market, advertise or motivate you to buy specific products. Any sponsored product display is separate, labelled accordingly, and not individualized.

## 4. PAYMENT, PAYMENT TERMS

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### 4.1 Standard Payment Methods

The standard method of payment is payment in advance during the checkout process. The following options are available:

- **Online Card Payment:** Convenient payment using your credit or debit card (e.g., Visa, Mastercard);
- **Mobile Payments:** Fast and secure payment via Google Pay or Apple Pay;
- **Fast Bank Transfer:** Via our partner banks' payment gateways;
- **Instant QR Code Payment:** Payment using your bank's mobile app;
- **Meal Voucher Card Credits:** You can upload credits from supported meal voucher systems (specifically Pluxee, UP, Edenred) to your customer account to pay for your orders.

### 4.2 Pay-on-Delivery Service (Optional)

Customers who prefer to make the payment at the point of delivery may use the optional Pay-on-Delivery service. Due to the additional costs associated with this service (such as courier handling, cash management, payment reconciliation, and incident resolution), a fee is charged. The current fee is listed on our website and is always displayed in the order summary as "*Pay-on-Delivery*".

Under this optional service, the following payment options are available:

- **Cards and mobile payments via the courier:** Contactless payment using a card or virtual card (Google Pay, Apple Pay) directly into the courier's mobile terminal (Soft POS);
- **Cash or paper meal vouchers:** Payment in cash or via accepted paper meal vouchers directly to the courier.

### 4.3 Credits

You can also pay for your order with credits credited to your customer account. 1 credit is worth 1 CZK. Select the respective payment method when completing your order if you want to use credits to pay for your order or part of it.

How you can load credits to your customer account may change from time to time. Typically, however, credits will be loaded to the customer account from meal voucher cards (such credits cannot be used to purchase alcoholic beverages, tobacco products, drugstore products, etc.), gift vouchers, complaints or other methods regulated by these Terms or made available by Rohlik.cz e-shop.

Please note that credits have limited validity. You will be informed of the validity period of the credit type at the time of crediting your customer account, or you can check the validity period in your customer

account at any time. If you are unsure about your credits' validity, please contact the Rohlik.cz customer service line for advice. If the credits are not used within their validity period, they will be debited from your customer account without further delay.

In the event of cancellation of a customer account, any unused credits will be forfeited without a refund. (except in the cases described in Chapter 1.2 of our Terms).

In the case of credits awarded as part of various marketing promotions, we may set a minimum order value for which credits can be used. In such cases, please note that the value of the order will always be the value of the order less the value of the returnable packaging included in the order.

Please also note that in the event of a breach of our Terms by the Customer, the following may occur:

- (a) **cancellation of an order** (if credits obtained by unauthorized or unlawful means have been used to pay for the order); or
- (b) **debiting credits from a customer's account without a refund** (typically if they were obtained illegally or through illegal activity).

***ATTENTION!*** *Payment methods and the optional services may change from time to time. An overview of the current payment methods available for your specific order and information regarding any applicable fees will always be displayed in the shopping cart before you complete your order.*

#### **4.4 Other important information**

All prices quoted on Rohlik.cz e-shop are inclusive of VAT. The purchase price of the ordered goods is paid only when it is credited to the Rohlik.cz account in full or when the relevant amount is paid to the courier upon delivery.

Ownership of the goods will pass to you only when the total price has been paid, except for purchases of special categories of goods (for more information, see Chapter 6 of our Terms).

Meal vouchers can be used **exclusively for food purchases** (products such as tobacco products, alcoholic beverages, cleaning supplies etc., cannot be paid with meal vouchers).

At our sole discretion, we reserve the right to reject any payment transactions identified as fraudulent or suspected of being fraudulent, money laundering, or terrorist financing based on the European Union Sanctions Database or the EU Sanctions Map.

Ecology means a lot to us; therefore, we do not issue physical tax documents for purchased goods in accordance with Section 28 (1) of Act No. 235/2004 Coll. on Value Added Tax. The tax document is always available for download in your customer account. **We will only deliver it to you physically if you explicitly ask us to do so.**

## **5. WITHDRAWAL FROM THE CONTRACT**

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From the moment of conclusion of the contract, you have the right to withdraw from the contract in accordance with Section 1829 of the Civil Code. You can withdraw without giving a reason, but you must do so within 14 days of the date you received the order from the courier. Should the order be divided into several deliveries, the above period shall only be calculated from the date of receipt of the last part of the order.

***ATTENTION!*** *The procedure in this section applies only if you have entered a purchase contract with us as a consumer within the meaning of Section 419 of the Civil Code.*

**But even the above rule has its exceptions. You cannot withdraw from the contract in cases where:**

- (c) **Perishable or short-lived goods.** This includes goods such as confectionery, delicatessen, dairy products, sausages and other meat products or flowers, i.e., goods which are commonly marked with an expiry date (e.g., 'use by...', etc.) or specific storage conditions.

- (d) Goods that have been **irretrievably mixed with other goods** after delivery and, therefore cannot be effectively returned and resold (e.g., various types of food, flowers, etc.).
- (e) Goods in sealed packaging that the consumer has removed from the packaging **and** cannot return for **health or hygiene reasons**. This will be the case in particular for toiletries or underwear.
- (f) Delivery of **newspapers, periodicals, or magazines**.

### **What to do with the good in case of withdrawal from a contract?**

The easiest way to return the goods in case of withdrawal is to hand them back to the courier who delivered them to you. If this is no longer possible, please get in touch with us by any means, ideally via [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz) or 800 730 740. You can also use our sample withdrawal form, available [here](#).

You will then send the goods to the nearest Rohlik.cz warehouse **at your own expense** (within the withdrawal period), the address of which will be communicated to you by colleagues from the customer care department. Please note that you are responsible for the diminished value of the goods, so you must deliver the goods to us complete and undamaged.

In the event of a valid withdrawal, the price of the goods will be refunded within 14 days of the return of the goods or proof that the goods have been dispatched within the time limit specified for this purpose by the same method in which we received it from you, preferably to your bank account or to the bank account specified in the withdrawal form, including the delivery costs or their part thereof.

If the goods are defective, your rights arising from defects are governed by our [Complaints Policy](#). The withdrawal procedure under this clause of the Terms does not apply in such a case.

## **6. SPECIAL CATEGORIES OF GOODS**

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### **6.1 Goods sold by weight**

Some goods offered on the Rohlik.cz e-shop are sold by weight (fruit, vegetables, cold cuts, meat, etc.). For such goods, the approximate weight of 1 piece (or another unit of measurement) of the product is indicated, which changes over time ("**reference piece**"). The price displayed on the Rohlik.cz e-shop is calculated as the ratio of the weight of the reference piece and the cost per kilo (or a corresponding unit of measurement) of the goods. The actual price paid by the customer is calculated based on the weight of the goods delivered.

**EXAMPLE:** *1 kilo of oranges costs 100 CZK. The reference piece weighs 250 grams and costs CZK 25. A customer puts two oranges into a basket, and the price displayed in the basket is 50 CZK. The actual weight of the two oranges delivered will be 600 grams (instead of the expected 500 grams calculated based on the reference piece). The customer will pay 60 CZK for two oranges.*

Due to weight variations, in the case of online payments, **we will temporarily block a higher amount** (approximately 30% of the value of the respective ordered weighted item), as we do not know the exact weight of the ordered goods at the time of order confirmation. We will return the unused blocked funds to your bank account (depending on the speed of the bank) no later than within a few days after the order's delivery. In the case of payments by card or cash upon delivery, you will be informed of the final price upon receipt of the goods.

Please note that we reserve the right to deliver goods sold by weight with a weight deviation (whereby the weight deviation will not exceed 30% of the total weight of the goods ordered). Still, we will make every effort to keep the deviation as low as possible in relation to the requested weight selected in your order.

### **6.2 Goods sold by pieces**

In the case of goods sold by pieces, the final price for one piece of the goods is shown on Rohlik.cz e-shop, regardless of its weight.

**EXAMPLE:** *1 piece of cauliflower costs 60 CZK. The customer puts three cauliflowers in the basket and pays 180 CZK, regardless of the actual weight of the cauliflowers delivered.*

### 6.3 Tobacco products

Tobacco and nicotine products, smoking aids, herbal smoking products and electronic cigarettes ("**tobacco products**") may only be sold to persons over 18 years of age. Sales to younger persons are prohibited.

Rohlik.cz, as a seller of tobacco products via remote communication, is equipped with a computer system that uniquely **verifies the consumer's age at the time of sale**. At the same time, purchasing tobacco products on the Rohlik.cz e-shop is **only possible for customers who have created a customer account**. Only these customers are allowed to add tobacco products to their shopping carts.

The contract of sale for tobacco products between Rohlik.cz and the customer is created by the confirmation of this order by Rohlik.cz, but the effectiveness of the acceptance of the order is subject to the **condition precedent of verification of the age of the customer** (or the person taking delivery) by **the procedure set out below**. If **age verification does not occur**, the acceptance of the order for tobacco products by Rohlik.cz will not take effect, and the purchase contract between Rohlik.cz and the customer will not be concluded.

Payment for tobacco products is always only a **deposit to cover the purchase price of the tobacco products**. If the age verification does not occur, Rohlik.cz will return the deposit to the customer without delay.

Before completing an order containing tobacco products, the customer is informed that the age of the tobacco product will be verified by the courier who will deliver the order, including the tobacco products to the customer.

#### *Age verification on the first order*

Before the delivery of the first order of tobacco products, the courier verifies the customer's age using an electronic system accessible **via an application on the courier's mobile phone**. The data is not stored on the mobile phone but directly in Rohlik.cz's internal computer system via an application interface.

The customer allows the courier to look at their identity card (passport, ID card); the courier then verifies the identity and age of the customer by looking at the identity card and entering the **name, surname, date of birth, type of ID card and the last four digits of the ID card number** into the internal computer system to the data recorded for the customer.

When tobacco products are purchased for the first time, the **customer must take the tobacco products from the courier directly** (there is a clear identification of the person). If the customer's age is not verified, the courier is not authorized to hand over the tobacco products or to accept payment of the purchase price. The tobacco products are therefore removed from the purchase before it is handed over to the customer, and the cost of the tobacco products reduces the purchase price.

#### *Verification for the following orders*

Each subsequent purchase containing tobacco products shall be verified during handover. The customer shall allow the courier to consult his identity card (passport, ID card), and the courier shall verify the identity and age of the customer by re-entering the date of birth.

Suppose the date of birth information entered on a repeat purchase does not match the data stored in the age verification system. In that case, the courier shall re-verify the customer's identity and age using the verification procedure for the first purchase. The courier shall follow the same procedure if the purchase is accepted by a person different from the customer who placed the order (the courier shall follow the same process for repeat purchase verification when the purchase is re-transmitted to the same person).

### 6.4 Alcoholic products

You can only place an order containing alcoholic products if you are **over 18 years of age**. The sale of

alcoholic products to younger persons is prohibited.

The courier is entitled to request to **see the identity card to verify the customer's age** before handing over the order containing alcoholic products if a visual inspection is not sufficient to verify the age. Without the age verification, alcoholic products forming part of an order will not be handed over to the customer. In this case, the purchase contract will be cancelled by Rohlik.cz and the purchase price of the alcoholic products, if paid before the goods are handed over, will be refunded to the customer without delay.

## 6.5 Scratch cards

On Rohlik.cz e-shop, we may from time to time enable the sale of "Christmas" scratch cards ("**scratch cards**") issued by SAZKA a.s., ID No.: 264 93 993, with registered office at Evropská 866/69, Vokovice, 160 00 Praha 6, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. B 7424 ("**SAZKA**"). SAZKA is authorized to operate gambling games in accordance with Act No. 186/2016 Coll, on gambling, as amended (the "**Gambling Act**"), other relevant legislation and on the basis of a permit issued by the Ministry of Finance of the Czech Republic and in accordance with the gaming plans approved by the Ministry.

You are allowed to purchase scratch cards if you **are a natural person over 18 years of age** and in a maximum value not exceeding **EUR 10,000**. You may only pay for scratch cards in cash or non-cash funds. Payments via vouchers or other benefit applications are prohibited.

The courier is entitled to request to see the customer's identity card to verify the age of the customer before handing over the order containing the scratch cards, if a visual check is not sufficient to verify the age. No scratch cards will be delivered without age verification. In this case, the purchase contract will be cancelled by Rohlik.cz and the purchase price for the scratch cards, if paid before delivery, will be refunded to the customer without delay.

Detailed rules applicable to the sale of scratch cards will be listed on the Rohlik.cz e-shop in the product card of the scratch cards in case of their actual sale.

## 6.6 Returnable packaging

In the case of purchasing goods in returnable packaging, the price of the goods includes the deposit for this packaging. You can return the packaging to the courier or any retail chain.

If you return the packaging to the courier, the courier will record their type and number, which will be displayed in your customer account. We will credit the value of the returned packaging to your customer account unless you specifically ask us to refund this amount to your bank account. Returned packaging does not have to be purchased from Rohlik.cz e-shop.

## 7. PURCHASE OF GOODS BY LEGAL ENTITIES

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Rohlik.cz e-shop can also be used by legal entities (entrepreneurs), most often for the purpose of ensuring the operation of the office, such as supplying the office with fresh fruit and vegetables, fresh pastries and cakes, sandwiches, drinks or office or cleaning supplies. Please note that purchasing **goods for business purposes** (e.g., resale) is **impossible on Rohlik.cz e-shop**.

Please note Clause 5 of our Terms does not apply to the purchase of goods by legal entities. It is possible to make complaints in accordance with our [Complaints Policy](#).

If you are interested in shopping at Rohlik.cz, you first need to register your legal entity via [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz) or 800 730 740.

### Payment methods for legal entities:

- (a) If you want to issue a delivery note for the purchase with the company's billing details but want to pay directly upon ordering or accepting the order, please fill out the company's billing details in your customer account and select the relevant option prior finalizing the order. The order details will be entered automatically into the invoice, which will be available for download in the customer account in pdf format.

- (b) If you want to pay retrospectively via invoices, you must register your company on the Rohlik.cz e-shop and wait for your account to be approved. Once approved, you can make unlimited purchases on the invoice.

## **8. LICENSE TERMS**

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The content of the Rohlik.cz e-shop and all rights thereto are and remain the property of Rohlik.cz or any other company within the Rohlik Group (i.e., any subsidiary of Rohlik Group a.s., ID No.: 099 60 678, with its registered office at Karolinská 654/2, Karlín, 186 00 Praha 8). Neither the Terms nor the use of the Rohlik.cz e-shop grant or confer any right to (i) use the content of the Rohlik.cz e-shop, except for the limited license granted under the Terms, or (ii) use or refer in any way to Rohlik.cz's names, logos, product or service names, trademarks, or other indicia of Rohlik.cz that are protected under intellectual property law.

In connection with the Rohlik.cz e-shop, you undertake not to:

- (c) reproduce, modify, distribute, decompile, reverse engineer, compile, or attempt for any reason to discover or analyze or extract source code from the Rohlik.cz e-shop,
- (d) use in any way the knowledge of the ideas, procedures, structure, algorithm and methods used, on which the Rohlik.cz e-shop software is based or contains,
- (e) distribute, alienate or lease any part or whole of the Rohlik.cz e-shop or otherwise commercially exploit or remove the Rohlik.cz e-shop or any information or software used therein,
- (f) alter or damage the technical protection features or any Rohlik.cz content protection and Rohlik.cz e-shop protection notices attached to or contained in the Rohlik.cz e-shop.

All software, including all system controls on the Rohlik.cz e-shop, is the property of Rohlik.cz or its affiliates and is protected by applicable laws and international treaties. Any use of the software in violation of these agreements is expressly prohibited.

## **9. DATA PROTECTION**

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Rohlik.cz processes the personal data of customers and those interested in its services as part of the operation of the Rohlik.cz e-shop. In doing so, it complies with the rules for the protection of personal data, particularly EU Regulation 2016/679 on the protection of personal data (GDPR).

In our [Privacy Policy](#), you can read about what personal data we process, for how long, and under what circumstances we may send you commercial communications and other information about protecting your personal data.

Special rules for the protection of personal data apply to members of the Rohlíček Club and can be found in the [Personal Data Processing Policy - Rohlíček Club Members](#).

When you visit and use the Rohlik.cz e-shop, cookies or other technologies are activated on your device to enable us to offer you content and services that best suit your needs and interests. You can read more about cookies in our [Cookie Policy](#).

By using AI tools, personal customer data that the customer enters into the tool may be processed. These information will be processed in accordance with our [Privacy Policy](#). The AI tool may also store and analyze customer interactions to improve its services.

## **10. FINAL PROVISIONS**

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Finally, some information related to the general functioning of Rohlik.cz e-shop.

### **Change of Terms**

Rohlik.cz may unilaterally change or amend the Terms. The changes do not affect the rights and obligations that arose under the previous version of the Terms. We will inform you of any changes made

to the Terms in a suitable manner so that you can familiarize yourself with the current version without difficulty.

***ATTENTION! If you place an order for goods or services on the Rohlik.cz e-shop, by ordering the goods, you agree to the Terms in force on the date of the order.***

### **Delivery**

Unless we agree otherwise, or unless otherwise stated in these Terms, all correspondence relating to the Rohlik.cz e-shop must be delivered to us in writing, ideally by electronic mail, in person or by registered mail through a postal service provider. In the case of messages delivered in person or via a postal service provider, the message is deemed to have been delivered upon receipt, or refusal to accept it, or upon expiry of a period of 10 days from the deposit of the parcel with the postal service provider, even if the addressee was unaware of the deposit.

In most cases, Rohlik.cz will communicate with you via the email address associated with your customer account.

### **Legal system, dispute resolution**

All use of the Rohlik.cz e-shop is governed by the laws of the Czech Republic, even if there is an international (foreign) element present.

The resolution of any disputes shall be under the full jurisdiction of the courts of the Czech Republic, which shall have local jurisdiction according to the location of the registered office of Rohlik.cz.

If you have a complaint, you can contact the Czech Trade Inspection Authority (<https://www.coi.cz/>), the state supervisory authority for consumer protection. The Czech Trade Inspection Authority supervises compliance with obligations under Act No. 634/1992 Coll., on Consumer Protection, as amended.

The Czech Trade Inspection Authority (<https://www.coi.cz/>) is competent for the out-of-court resolution of consumer disputes arising from a purchase contract, or it is possible to resolve the dispute online via a dedicated platform available at: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=CS>.

Out-of-court dispute resolution is initiated exclusively at the consumer's request and only if the dispute has not been resolved directly with Rohlik.cz. The motion may be filed no later than 1 year from the date on which the consumer first exercised his/her right, which is the subject of the dispute, with Rohlik.cz.

### **Other**

Rohlik.cz reserves the right, at its sole discretion, to terminate the operation or change the terms of use of the Rohlik.cz e-shop.

For the sake of certainty, please note that you as a customer are responsible for all costs associated with the use of the Rohlik.cz e-shop (you are responsible for the cost of the internet connection, the use of the mobile network or any costs for telephone calls).

Rohlik.cz also expressly disclaims, to the maximum extent permitted by law, any liability for any warranties regarding the security, reliability, timeliness, and performance of the Rohlik.cz e-shop or its fitness for a particular purpose. Rohlik.cz is also not responsible for any content published via a third-party link to the Rohlik.cz e-shop.

Rohlik.cz is authorized to operate the Rohlik.cz e-shop based on a trade license and the activity is not subject to any other authorization. Trade control is carried out within the scope of its competence by the Trade Licensing Office.

If any provision of our Terms is or becomes invalid or ineffective, such invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of any provision shall not affect the validity and effectiveness of the remaining provisions.

If the invalidity or ineffectiveness would affect any provision of our Special Terms (as described in the introductory provisions of our Terms) or if the Special Terms do not contain any mandatory provisions, these Terms will apply in the alternative.

Rohlik.cz customer support contact details are listed on the Rohlik.cz e-shop. The address for delivery via e-mail is: [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz), telephone number: 800 730 740 (every day from 7:00 a.m. to 11:00 p.m.). Any questions, suggestions, comments, or complaints can be addressed to [zakaznici@rohlik.cz](mailto:zakaznici@rohlik.cz).

Rohlik.cz is not bound by any codes of conduct in relation to its customers within the meaning of Section 1826 (1) (e) of the Civil Code.