

General Terms and Conditions

I.

Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as "**Terms and Conditions**") are issued pursuant to Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "**Civil Code**")

Virtual Lab s.r.o.

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with registered office: Lipová 1789/9, České Budějovice 5, 37005 České Budějovice
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(hereinafter referred to as "**Seller**")

2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who enters into a purchase contract outside of his/her business activity as a consumer or within the scope of his/her business activity (hereinafter: "**Buyer**") through the web interface located on the website available at www.virtual-lab.cz (hereinafter: "**Online Shop**").
3. The provisions of the Terms and Conditions are an integral part of the Purchase Agreement. Any deviating provisions in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.
4. These Terms and Conditions and the Purchase Agreement are concluded in the Czech language.

II.

Information on goods and prices

1. Information about the goods, including the prices of the individual goods and their main characteristics, is given for each individual good in the catalogue of the online shop. The prices of the goods are inclusive of value added tax, all related charges and the cost of returning the goods if they cannot be returned by normal postal means. The prices of the goods remain valid for the period of time they are displayed in the online shop. This provision does not preclude the negotiation of a purchase contract on individually agreed terms.
2. All presentation of goods in the catalogue of the online shop is for information purposes only and the seller is not obliged to conclude a purchase contract in respect of these goods.
3. Information on the costs associated with the packaging and delivery of the goods is published in the online shop. The information on the costs associated with the packaging and delivery of the goods listed in the online shop is valid only in cases where the goods are delivered within the Czech Republic.

4. Any discounts on the purchase price of the goods cannot be combined with each other, unless otherwise agreed between the seller and the buyer.

III.

Order and conclusion of the purchase contract

1. Costs incurred by the buyer when using remote means of communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls) shall be borne by the buyer. These costs do not differ from the basic rate.
2. The buyer orders the goods in the following ways:
 - via his customer account if he has previously registered in the online shop,
 - by filling in the order form without registration.
3. When placing an order, the buyer chooses the goods, the number of items, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data he has entered in the order. The buyer sends the order to the seller by clicking on the SUBMIT button. The information provided in the order is considered correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the Buyer's confirmation that he has read these terms and conditions.
5. Immediately upon receipt of the order, the Seller shall send the Buyer a confirmation of receipt of the order to the email address provided by the Buyer when placing the order. This confirmation shall be deemed to be the conclusion of the contract. The confirmation shall be accompanied by the Seller's current terms and conditions. The purchase contract is concluded by the confirmation of the order by the seller to the buyer's email address.
6. In the event that any of the requirements specified in the order cannot be fulfilled, the Seller will send an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller at his email address specified in these Terms and Conditions.
7. All orders accepted by the Seller shall be binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller. The Buyer may cancel an order by calling the telephone number or email of the Seller set out in these Terms and Conditions.
8. In the event that there is an obvious technical error on the part of the Seller in quoting the price of the goods in the online shop or during the ordering process, the Seller shall not be obliged to deliver the goods to the Buyer at such obviously incorrect price. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended offer to the Buyer's email address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

IV.

Customer account

1. Based on the Buyer's registration made in the online shop, the Buyer can access his customer account. From his customer account, the Buyer can order goods. The Buyer can also order goods without registration.
2. When registering for a customer account and when ordering goods, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account in case of any change. The information provided by the Buyer in the customer account and when ordering goods is considered correct by the Seller.
3. Access to the customer account is secured by a username and password. The Buyer is obliged to maintain the confidentiality of the information necessary to access his customer account. The Seller is not responsible for any misuse of the customer account by third parties.
4. The Buyer is not entitled to allow third parties to use the customer account.
5. The Seller may cancel the user account, in particular if the Buyer no longer uses his/her user account or if the Buyer breaches his/her obligations under the Purchase Agreement and these Terms and Conditions.
6. The Buyer acknowledges that the user account may not be available continuously, especially with regard to necessary maintenance of the Seller's hardware and software equipment or necessary maintenance of hardware and software equipment of third parties.

V.

Payment terms and delivery of goods

1. The Buyer may pay the price of the goods and any costs associated with the delivery of the goods under the Purchase Agreement in the following ways:
 - by wire transfer to the Seller's bank account No. 115-9695560207/0100, maintained at Komerční banka, a. s.
 - by wire transfer to the Seller's account via ThePay payment gateway,
 - in cash upon personal collection at the seller's premises
2. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise below, the purchase price shall also include the costs associated with the delivery of the goods.
3. In the case of payment in cash, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within 30 days of the conclusion of the purchase contract.
4. In the case of payment via a payment gateway, the buyer shall follow the instructions of the relevant electronic payment provider.
5. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's bank account.
6. The Seller does not require any advance payment or other similar payment from the Buyer. Payment of the purchase price before shipment of the goods is not a deposit.

7. According to the Sales Records Act, the Seller is obliged to issue a receipt to the Buyer. At the same time, he is obliged to register the received sales with the tax authorities online, and in case of technical failure, within 48 hours at the latest.
8. The goods are delivered to the buyer:
 - by personal collection at the seller's premises
 - by sending to the specified e-mail address
 - sending by post to the address indicated, after prior written agreement
9. The choice of delivery method is made during the ordering process.
10. The cost of delivery of the goods depending on the method of dispatch and collection of the goods is indicated in the Buyer's order and in the Seller's order confirmation. In the event that the method of delivery is agreed upon at the Buyer's specific request, the Buyer bears the risk and any additional costs associated with this method of delivery.
11. If the Seller is obliged under the Purchase Contract to deliver the goods to the place specified by the Buyer in the Purchase Order, the Buyer is obliged to take delivery of the goods upon delivery. In the event that for reasons on the Buyer's side it is necessary to deliver the goods repeatedly or in a different way than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of the goods or the costs associated with a different method of delivery.
12. Upon receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and in the event of any defects, notify the carrier immediately. In the event of a breach of the packaging indicating unauthorised intrusion into the shipment, the Buyer may not accept the shipment from the carrier.
13. The Seller shall issue a tax document - invoice to the Buyer. The tax document is sent to the buyer's email address.
14. The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but not before taking delivery of the goods. Liability for accidental destruction, damage or loss of the goods passes to the buyer at the moment of taking delivery of the goods or at the moment when the buyer was obliged to take delivery of the goods but failed to do so in breach of the purchase contract.

VI.

Withdrawal from the contract

1. A buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract.
2. The withdrawal period is 14 days
 - from the date of receipt of the goods,
 - from the date of receipt of the last delivery of the goods if the subject of the contract is several types of goods or the delivery of several parts
 - from the date of receipt of the first delivery of the goods if the subject of the contract is a regular recurring delivery of goods.
3. The buyer may not, inter alia, withdraw from the contract of sale:
 - the provision of services, if they have been performed with his prior express consent before the expiry of the withdrawal period and the seller has informed the buyer before

the conclusion of the contract that he has no right to withdraw from the contract in such a case,

- the delivery of goods or services the price of which depends on financial market fluctuations independent of the seller's will and which may occur during the withdrawal period,
 - the delivery of alcoholic beverages which may be delivered after the expiry of the 30-day period and the price of which depends on financial market fluctuations independent of the seller's will,
 - the delivery of goods which have been adapted to the purchaser's wishes or to his person,
 - the delivery of perishable goods and goods which have been irretrievably mixed with other goods after delivery,
 - the delivery of goods in sealed packaging which have been removed from the packaging by the buyer and cannot be returned for hygienic reasons,
 - the delivery of an audio or visual recording or a computer program if the original packaging has been damaged,
 - the delivery of newspapers, periodicals or magazines,
 - the supply of digital content, unless it has been supplied on a tangible medium and has been supplied with the prior express consent of the buyer before the expiry of the withdrawal period and the seller has informed the buyer before the conclusion of the contract that in such a case he has no right of withdrawal,
 - in the other cases referred to in Article 1837 of the Civil Code.
4. In order to comply with the withdrawal period, the buyer must send a declaration of withdrawal within the withdrawal period.
 5. To withdraw from the purchase contract, the buyer may use the sample withdrawal form provided by the seller. The Buyer shall send the withdrawal form to the email or delivery address of the Seller specified in these Terms and Conditions. The Seller shall promptly acknowledge receipt of the form to the Buyer.
 6. The Buyer who has withdrawn from the Contract shall return the Goods to the Seller within 14 days of withdrawal. The Buyer shall bear the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by normal postal means due to their nature.
 7. If the Buyer withdraws from the contract, the Seller shall reimburse the Buyer immediately, but no later than 14 days after withdrawal, all monies, including delivery costs, received from the Buyer in the same manner. The seller shall only return the funds received to the buyer in another way if the buyer agrees to this and if no additional costs are incurred.
 8. If the Buyer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller shall reimburse the Buyer for the cost of delivery of the goods in the amount corresponding to the cheapest method of delivery offered.
 9. If the buyer withdraws from the contract of sale, the seller is not obliged to return the funds received to the buyer before the buyer has handed over the goods to the seller or proved that he has sent the goods to the seller.

10. The Buyer must return the goods to the Seller undamaged, unworn and unsoiled and, if possible, in their original packaging. The Seller is entitled to unilaterally set off the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
11. The Seller is entitled to withdraw from the purchase contract due to out of stock, unavailability of the goods or if the manufacturer, importer or supplier of the goods has discontinued production or import of the goods. The Seller shall immediately inform the Buyer via the email address specified in the order and shall refund all monies, including delivery costs, received from the Buyer under the contract within 14 days of notification of withdrawal from the contract, in the same manner or in the manner specified by the Buyer.

VII.

Rights arising from defective performance

1. The Seller shall be liable to the Buyer that the goods are free from defects on receipt. In particular, the seller is liable to the buyer that at the time the buyer took over the goods :
 - the goods have the characteristics agreed between the parties and, in the absence of agreement, have the characteristics described by the seller or the manufacturer or expected by the buyer in view of the nature of the goods and on the basis of the advertising carried out by them,
 - the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used,
 - the goods correspond in quality or workmanship to the agreed sample or specimen if the quality or workmanship was determined by reference to the agreed sample or specimen,
 - the goods are in the appropriate quantity, measure or weight; and
 - the goods comply with the requirements of the legislation.
2. If the defect becomes apparent within six months of the buyer's receipt of the goods, the goods shall be deemed to have been defective upon receipt. The buyer shall be entitled to exercise the right to claim a defect which occurs in consumer goods within twenty-four months of receipt. This provision shall not apply in the case of goods sold at a lower price to a defect for which the lower price was agreed, to wear and tear caused by normal use, or in the case of second-hand goods to a defect corresponding to the degree of use or wear and tear which the goods had when taken over by the buyer, or if this is apparent from the nature of the goods.
3. In the event of a defect, the buyer may submit a claim to the seller and demand:
 - replacement with new goods,
 - repair of the goods,
 - a reasonable discount on the purchase price,
 - withdraw from the contract.
4. The buyer has the right to withdraw from the contract,
 - if the goods have a material defect,
 - if he cannot use the goods properly because of the recurrence of the defect or defects after repair,

- in the event of multiple defects in the goods.
5. The Seller is obliged to accept the claim at any establishment where the claim can be accepted, or even at the registered office or place of business. The Seller is obliged to issue the Buyer with a written confirmation of when the Buyer exercised the right, what is the content of the claim and what method of settlement the Buyer requires, as well as confirmation of the date and method of settlement of the claim, including confirmation of the repair and the duration of the repair, or written justification for the rejection of the claim.
 6. The Seller or an employee authorised by the Seller shall decide on the complaint immediately or, in complex cases, within three working days. This time limit shall not include the time appropriate to the type of product or service required for a professional assessment of the defect. The complaint, including the removal of the defect, must be settled without delay, within 30 days of the date of the complaint, unless the seller and the buyer agree on a longer period. The expiry of this period in vain shall be considered a material breach of contract and the buyer shall have the right to withdraw from the purchase contract. The moment when the Buyer's expression of will (exercise of the right from defective performance) reaches the Seller shall be considered as the moment when the claim is made.
 7. The Seller shall inform the Buyer in writing of the outcome of the claim.
 8. The Buyer is not entitled to the right of defective performance if the Buyer knew before taking over the item that the item had a defect or if the Buyer caused the defect himself.
 9. In the case of a justified claim, the buyer is entitled to compensation for the reasonable costs incurred in connection with the claim. The buyer may exercise this right with the seller within one month after the expiry of the warranty period.
 10. The buyer has the choice of the method of claim.
 11. The rights and obligations of the contracting parties with regard to rights arising from defective performance are governed by Sections 1914 to 1925, 2099 to 2117 and 2161 to 2174 of the Civil Code and Act No. 634/1992 Coll., on Consumer Protection.

VIII.

Delivery

1. The Parties may deliver all written correspondence to each other by electronic mail.
2. The Buyer shall deliver correspondence to the Seller at the email address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address specified in the Buyer's customer account or order.

IX.

Out-of-court dispute resolution

1. The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, internet address: <https://adr.coi.cz/cs>, is competent for out-of-court settlement of consumer disputes arising from the Purchase Contract. The online dispute resolution platform located at <http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under the purchase contract.
2. The European Consumer Centre Czech Republic, located at Štěpánská 567/15, 120 00 Prague 2, internet address: <http://www.evropskypotrebitel.cz> is the contact point

under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

3. The Seller is authorised to sell goods on the basis of a trade licence. Trade control is carried out within the scope of its competence by the competent trade licensing authority. The Czech Trade Inspection Authority supervises, among other things, compliance with Act No. 634/1992 Coll., on Consumer Protection, within a defined scope.

X.

Final provisions

1. All agreements between the Seller and the Buyer shall be governed by the laws of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the rights of the consumer under generally binding legislation.
2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.
3. All rights to the Seller's website, in particular the copyrights to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.
4. The Seller shall not be liable for errors resulting from third party interference with the online shop or from its use contrary to its intended purpose. The Buyer shall not use any practices in the use of the Online Shop that could adversely affect its operation and shall not engage in any activity that could enable him or third parties to interfere with or make unauthorised use of the software or other components comprising the Online Shop or use the Online Shop or any of its parts or software in a manner contrary to its purpose or intent.
5. The Buyer hereby assumes the risk of a change of circumstances within the meaning of Section 1765 (2) of the Civil Code.
6. The Purchase Agreement, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
7. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.
8. A sample withdrawal form is attached to the terms and conditions.

These terms and conditions shall take effect on 1 January 2020.