

TERMS AND CONDITIONS

of Pharmafit Czech s.r.o.

with its registered office at Čechova 656/24, 750 02 Přerov

id number: 02382628

registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, File No. 52684.

for the sale of goods through an online shop located at www.renovality.cz/

1. INTRODUCTORY PROVISIONS

1.1. These Business Terms and Conditions (hereinafter the "Business Terms and Conditions") of Pharmafit Czech sro, registered office at Čechova 656/24, 750 02 Přerov, identification number: 02382628, registered in the Commercial Register maintained in Ostrava, Section C, Insert 2684 "Seller") govern the mutual rights and obligations of the parties arising in connection with or on the basis of a purchase contract (hereinafter referred to as the "Purchase Agreement") concluded between the Seller and another natural or legal person (hereinafter referred to as "Buyer"). The Seller operates the online store at www.pharmafit.cz through the website interface (hereinafter referred to as the "web interface of the store").

1.2. The Business Terms and Conditions do not apply to cases where a person who intends to purchase goods from the Seller is a legal entity or a person who acts in ordering goods in the course of his business activity or in the course of his / her independent profession.

1.3. Provisions deviating from the terms and conditions can be agreed in the purchase contract. Divergent provisions in the sales contract shall take precedence over the establishment of the terms and conditions.

1.4. The provisions of the Terms and Conditions form an integral part of the purchase contract. The purchase contract and the terms and conditions are written in Czech. The purchase contract can be concluded in Czech.

1.5. The Seller may change or supplement the wording of the Terms and Conditions. This provision shall be without prejudice to rights and obligations arising during the effective date of the previous version of the Terms and Conditions.

2. USER ACCOUNT

2.1. Based on the buyer's registration on the website, the buyer can access his user interface. From its user interface the buyer can order goods (hereinafter referred to as "user account"). If the web interface allows it, the buyer can also order goods without registration directly from the web interface.

2.2. When registering on the website and ordering goods, the buyer is obliged to provide correct and truthful information. The Buyer is obliged to update the data entered in the user account upon any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

2.3. Access to the user account is secured by a user name and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access his user account and acknowledges that the Seller is not responsible for any breach of this obligation by the Buyer.

2.4. The Buyer is not entitled to allow the use of the user account by third parties.

2.5. The Seller may cancel the user account, especially if the buyer has not used his user account for more than 12 months or if the buyer breaches his obligations under the purchase contract (including terms and conditions).

2.6. The Buyer acknowledges that the user account may not be available at all times, especially with regard to the necessary maintenance of the hardware and software equipment of the Seller, respectively. necessary maintenance of third party hardware and software.

3. CONCLUSION OF THE PURCHASE CONTRACT

3.1. All presentation of the goods placed in the web interface of the shop is of an informative character and the seller is not obliged to conclude a purchase contract regarding these goods. The provisions of Section 1732 (2) of the Civil Code shall not apply.

3.2. The web interface of the shop shall contain information on the goods, including the prices of individual goods and the cost of returning the goods, if such goods cannot by their nature be returned by the normal postal route. Prices of goods include VAT and all related fees. The prices of

the goods remain valid as long as they are displayed in the shop's web interface. This provision does not limit the seller's ability to conclude a purchase contract under individually negotiated conditions.

Section 1811 (2) of the Civil Code: "If the parties are acting towards concluding a contract and these facts are not apparent from the context, the entrepreneur shall inform the consumer well in advance of the conclusion of the contract or before the consumer makes a binding offer..."

(b) the description of the goods or services and a description of their main characteristics;

(c) the price of the goods or services and, where applicable, the method of calculating them, including all taxes and charges;

(d) the method of payment and the method of delivery or performance...

Article 12 (2) of the Consumer Protection Act: 'Information on the price or the fact that the information is incomplete or missing shall not, in particular, give the impression that:

(a) the price is lower than it actually is

(b) pricing depends on circumstances on which it does not really depend

(c) the price includes supplies of products, services, works or services for which they are actually paid separately

(d) the price has been or will be increased, reduced or unchanged, even if not;

(e) the relationship between the price and usefulness of the product or service offered and the price and usefulness of the comparable product or service is as it is not. '

Section 11a of the Consumer Protection Act: "When selling goods or providing services by electronic means via a website, the seller is obliged to inform the consumer in advance in a clear manner whether there are any restrictions on the supply of goods or services ..."

3.3. The web interface also contains information about the costs associated with packaging and delivery. Information on the costs associated with the packaging and delivery of goods stated in the

web interface of the shop applies only in cases where the goods are delivered within the territory of the Czech Republic.

3.4. To order goods, the buyer fills in the order form in the web interface of the shop. The order form contains information about:

3.4.1. ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the shop),

3.4.2. the method of payment of the purchase price of the goods, information on the required method of delivery of the ordered goods

3.4.3. information on the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").

3.5. Before sending the order to the seller, the buyer is allowed to check and change the data entered into the order by the buyer, also with regard to the buyer's ability to detect and correct errors arising when entering data into the order. The buyer sends the order to the seller by clicking the "Submit Order" button. The data listed in the order they are deemed correct by the seller. The Seller shall confirm the receipt to the Buyer immediately upon receipt of the order by e-mail to the Buyer's e-mail address specified in the user interface or in the order (hereinafter referred to as the "Buyer's E-mail Address").

3.6. Depending on the nature of the order (quantity of goods, purchase price, estimated shipping costs), the seller is always entitled to ask the buyer for additional confirmation of the order (eg in writing or by telephone).

3.7. The contractual relationship between the Seller and the Buyer arises upon delivery of the acceptance of the order (acceptance), which is sent by the Seller to the Buyer by e-mail to the Buyer's e-mail address.

3.8. The Buyer acknowledges that the Seller is not obliged to conclude a purchase contract, especially with persons who have previously substantially breached their obligations to the Seller.

3.9. The buyer agrees to the use of means of distance communication when concluding the purchase contract. The costs incurred by the Buyer when using the means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, telephone costs) are borne by the Buyer, which costs do not differ from the standard rate.

4. PRICE OF GOODS AND PAYMENT CONDITIONS

4.1. The price of the goods and any costs associated with the delivery of goods according to the purchase contract may be paid by the buyer to the seller in the following ways:

(a) cash on delivery at the place specified by the buyer in the order;

b) cashless payment card cash on delivery at the place specified by the buyer in the order;

4.2. Together with the purchase price, the buyer is also obliged to pay the seller the costs associated with packaging and delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price also includes the costs associated with the delivery of goods.

4.3. The Seller does not require the Buyer to pay a deposit or other similar payment.

4.4. The seller is entitled, especially if the buyer does not provide additional confirmation of the order (Article 3.6), to require payment of the entire purchase price before sending the goods to the buyer. The provisions of § 2119 paragraph 1 of the Civil Code shall not apply.

4.5. Any discounts on the price of goods provided by the seller to the buyer cannot be combined.

4.6. If it is usual in business relations or if so stipulated by generally binding legal regulations, the Seller shall issue to the Buyer a tax document - invoice regarding payments made under the purchase contract. The seller is a payer of value added tax. The tax document - invoice is issued by the seller to the buyer after payment of the price of the goods and sent in electronic form to the buyer's email address.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Buyer acknowledges that under the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from the Purchase Contract for the supply of goods which has been modified according to the Buyer's wish or for his person. which has been irrevocably mixed with other goods after delivery, from a contract for the supply of sealed goods which the consumer has removed from the package and cannot be returned for hygiene reasons, and from a contract for the delivery of audio or video recordings or computer software Original packaging.

5.2. Unless the case referred to in Article 5.1 or any other case where the Purchase Agreement cannot be withdrawn, the Buyer has the right to withdraw from the Purchase Agreement within fourteen (14) days in accordance with Section 1829 (1) of the Civil Code. from the takeover of the

goods, and in the case that the subject of the purchase contract is several types of goods or delivery of several parts, this period runs from the date of receipt of the last delivery of goods. Withdrawal from the contract of sale must be sent to the seller within the period specified in the previous sentence. For withdrawal from the purchase contract, the buyer can use the sample form provided by the seller, which is attached to the business conditions. (Withdrawal from the purchase contract) The buyer may withdraw from the purchase agreement, inter alia, to the address of the seller's premises or to the seller's e-mail address info@renovality.cz.

5.3. In case of withdrawal from the purchase contract according to Article 5.2 of the Terms and Conditions, the purchase contract is canceled from the beginning. Goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract to the Seller. If the buyer withdraws from the purchase contract, the buyer bears the cost of returning the goods to the seller, even if the goods can not be returned by its nature by normal mail.

5.4. In the event of withdrawal pursuant to Article 5.2 of the Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of the withdrawal from the Purchase Agreement by the Buyer in the same manner as the Seller accepted them from the Buyer. The Seller is also entitled to return the performance provided by the Buyer upon returning the goods by the Buyer or otherwise, if the Buyer agrees and does not incur additional costs to the Buyer. If the buyer withdraws from the contract, the seller is not obliged to return the funds received to the buyer before the buyer returns the goods or proves that the goods sent to the entrepreneur.

5.5. The Seller is entitled to unilaterally set off the claim for compensation of damage incurred to the Goods against the Buyer's claim for refund of the purchase price.

5.6. Until the buyer accepts the goods, the seller is entitled to withdraw from the contract at any time. In such a case, the Seller shall return the purchase price to the Buyer without undue delay, by bank transfer to the account specified by the Buyer.

5.7. If a gift is provided to the buyer together with the goods, the gift contract between the seller and the buyer is concluded with the proviso that if the buyer withdraws from the purchase contract, the gift contract for such a gift ceases to be effective. provided gift.

5.8. The seller has the right to refuse to execute the order if the quantity of the ordered goods does not correspond to the usual quantity of goods intended for personal consumption. If there is a dispute over what is the usual amount of goods for normal personal consumption, the seller's opinion is always decisive. Purchases of goods intended for commercial purposes are expressly prohibited on the retail website www.pharmafit.cz. The Seller reserves the right to cancel an order pursuant to Section 575 of the Civil Code. If this happens, the seller will immediately contact the buyer by phone or e-mail in order to agree on further steps (replacement of ordered goods by another or cancellation of the order, etc.). The purchasing consumer or only the consumer is a

natural person who, when concluding and performing the contract, is not acting in the course of his business or other business activity or in the independent exercise of his profession. A non-consumer buyer (hereinafter referred to as the “buyer not a consumer”) is a person who, in concluding and performing the contract, acts in the course of his business or other business activity or in the independent exercise of his profession. This buyer is governed by the terms and conditions to the extent that concern him and then the Commercial Code.

5.9. Failure to accept an order, right to change prices. The Seller reserves the right not to accept the order or its part in the following cases:

(a) the goods are no longer manufactured or supplied

(b) the price of the supplier of the goods has changed significantly

c) the displayed price of goods is incorrect (due to an error in mass data processing, etc.).

d) In such cases, the Buyer shall be contacted without delay and agreed upon further action. If the buyer has already paid all or part of the purchase price, this amount will be transferred back to the buyer's account or address as soon as possible.

The period for which the price of the goods remains valid is the time from the moment of its publication on the seller's website until the time of its change publication. The Seller reserves the right to change the prices of the goods sold. Valid prices are confirmed to the buyer by explicit confirmation of the order. If the valid price is identical or lower than the order, it is not confirmed back to the buyer and the goods are delivered to him at the valid price at the time of express confirmation of the order. If the price is higher than the price stated on the order, the seller shall immediately inform the buyer, who can accept the new price or refuse delivery. When ordering by phone, the buyer is always informed of the valid price for that order.

If the product has an adverse effect, please send an email to info@pharmafit.cz.

6. TRANSPORT AND DELIVERY OF GOODS

6.1. If the mode of transport is negotiated on the basis of a special request of the buyer, the buyer bears the risk and possible additional costs associated with this mode of transport.

6.2. If the Seller is obliged under the Purchase Agreement to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take over the goods upon delivery.

6.3. In the event that due to reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in any other way than specified in the order, the Buyer is obliged to pay the costs associated with repeated delivery of the goods, respectively. costs associated with other delivery methods.

6.4. When receiving the goods from the carrier, the buyer is obliged to check the integrity of the packaging of goods and in case of any defects notify the carrier immediately. In the event of a violation of the packaging, which indicates unauthorized entry into the shipment, the buyer need not take the shipment from the carrier.

6.5. Other rights and obligations of the parties in the carriage of goods may be governed by special delivery terms of the seller, if issued by the seller.

7. RIGHTS OF DEFECTIVE PERFORMANCE

7.1. The rights and obligations of the contracting parties in respect of rights from defective performance are governed by the relevant generally binding regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117 and Sections 2161 to 2174 of the Civil Code).

7.2. The Seller is responsible to the Buyer that the goods are free from defects upon receipt. In particular, the Seller is liable to the Buyer that at the time the Buyer has received the goods:

7.2.1. the goods have properties agreed upon by the parties and, in the absence of an agreement, those properties described by the seller or the manufacturer or expected by the buyer with regard to the nature of the goods and the advertising they carry out,

7.2.2. the goods are fit for the purpose stated by the seller or for which goods of this kind are usually used,

7.2.3. the goods correspond to the quality or design agreed upon in the agreed sample or model, if the quality or design was determined according to the agreed sample or model,

7.2.4. the goods are of an appropriate quantity, measure or weight, and

7.2.5. the goods comply with legal requirements.

7.3. The provisions referred to in Article 7.2 of the Terms and Conditions shall not apply to goods sold at a lower price for a defect for which the lower price was agreed, to wear of the goods caused by its normal use; by the buyer or if it results from the nature of the goods.

7.4. Rights from defective performance shall be exercised by the Buyer at the Seller's address at Čechova 656/24, 750 02 Přerov, where acceptance of a claim is possible with respect to the assortment of goods sold, possibly also at the registered office or place of business. The moment of claiming is considered the moment when the seller received the goods from the buyer.

7.5. Other rights and obligations of the parties related to the seller's liability for defects may be regulated by the Seller's Complaints Procedure.

8. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

8.1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.

8.2. In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of § 1826 para. e) of the Civil Code.

8.3. Out-of-court settlement of consumer complaints is provided by the seller via the e-mail address info@renovality.cz. The Seller shall send information about the settlement of the Buyer's complaint to the Buyer's email address.

8.4. The seller is entitled to sell goods on the basis of a trade license. Trade control is carried out within the scope of its competence by the appropriate trade licensing office. Supervision of personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., On Consumer Protection, as amended.

8.5. The Buyer hereby assumes the risk of changing circumstances within the meaning of Section 1765 (2) of the Civil Code.

9. PROTECTION OF PERSONAL DATA AND SENDING OF COMMERCIAL INFORMATION

9.1. The protection of the personal data of the Buyer who is a natural person is provided by Act No. 101/2000 Coll., On the protection of personal data, as amended.

9.2. The Buyer agrees to the processing of the following personal data: name and surname, address of residence, identification number, tax identification number, e-mail address, telephone number (hereinafter collectively referred to as "personal data").

9.3. The Buyer agrees with the processing of personal data by the Seller for the purpose of realizing rights and obligations under the purchase contract and for the purpose of maintaining a user account. Unless the Buyer chooses otherwise, he agrees to the processing of personal data by the Seller also for the purpose of sending information and commercial communications to the Buyer. Consent to the processing of personal data in its entirety pursuant to this Article is not a condition that would in itself preclude the conclusion of a purchase contract.

9.4. The Buyer acknowledges that he / she is obliged to provide his / her personal data (upon registration, in his / her user account, when ordering from the web interface of the shop) correctly and truthfully and that he / she is obliged to inform the Seller without any undue delay.

9.5. The Seller may authorize a third party to process the Buyer's personal data as a processor. Except for persons transporting goods, personal data will not be transferred to third parties without the prior consent of the buyer.

9.6. Personal data will be processed indefinitely. Personal data will be processed electronically in an automated manner or in printed form in a non-automated manner.

9.7. The Buyer confirms that the personal information provided is accurate and that he / she has been advised that this is a voluntary disclosure of personal information.

9.8. Should the Buyer believe that the Seller or the processor (Article 9.5) is processing his personal data that is contrary to the protection of the Buyer's private and personal life or the law, especially if the personal data are inaccurate with respect to for the purpose of their processing, it may:

9.8.1. ask the seller or processor for an explanation,

9.8.2. require the seller or processor to remedy the situation.

9.9. If the buyer asks for information about the processing of their personal data, the seller is obliged to provide this information. The Seller has the right to request adequate compensation not exceeding the costs necessary for providing the information pursuant to the previous sentence.

10. SENDING BUSINESS MESSAGES AND STORING COOKIES

10.1. The Buyer agrees to receive information related to the Seller's goods, services or business to the Buyer's email address and further agrees to receive commercial communications from the Seller to the Buyer's email address.

10.2. The buyer agrees to the storing of cookies on his computer. If it is possible to make a purchase on the website and fulfill the seller's obligations under the purchase contract without depositing so-called cookies on the buyer's computer, the buyer may at any time withdraw the consent under the previous sentence.

11. DELIVERY

11.1. The Buyer can be delivered to the e-mail address specified in his user account or specified by the Buyer in the order.

12. FINAL PROVISIONS

12.1. If the relationship established by the purchase agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law. This is without prejudice to consumer rights arising from generally binding legal regulations.

12.2. If any provision of the Terms and Conditions is invalid or ineffective, or becomes so, a provision whose meaning is as close as possible to the invalid provision shall replace the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions. Changes and amendments to the purchase contract or the terms and conditions require written form.

12.3. The purchase contract, including the terms and conditions, is archived by the seller in electronic form and is not accessible.

12.4. A standard form for withdrawal from the purchase contract is attached to the Terms and Conditions.

12.5. Seller's contact details: delivery address Čechova 656/24, 750 02 Přerov, e-mail address info@pharmafit.cz, phone +420 601 500 377.

Olomouc, 30 August 2016

Managing Director of Pharmafit Czech s.r.o.