

# Terms and Conditions (TaC)

The Company called "**Kubacka NatureLAB, s.r.o (Ltd.)**" ,., registered office at the address: Edvarda Beneše 30, 747 05 Opava, Czech Republic; delivery address: Malé Heraldice 73, 747 75 Velké Heraldice (Czech Republic); Business ID: 07217617; the Company registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C 74971/KSOS (hereinafter referred to as "**Seller**"); telephone number: +737 322 616, e-mail: info@nature-lab.cz

## 1. Introduction, Definition of Terms

1.1. These Terms and Conditions (TaC) of MULTIP Moravia s.r.o. (Ltd.) (Hereinafter referred to as "**Terms and Conditions (TaC)**"), in accordance with Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "**Civil Code**"), shall regulate the mutual rights and obligations of the parties arising on the basis of the Purchase Contract or order (hereinafter referred to as "**Purchase Contract**") concluded between the Seller and a legal person who acts when ordering goods in the course of business activity or in the context of independent exercise of the profession or natural person (hereinafter referred to as "**Buyer**").

1.2. The Terms and Conditions (TaC) shall apply to the cases where the Buyer is a legal person or a person who acts when ordering goods in the course of his/her business or in the context of independent profession or a natural person.

1.3. The Terms and Conditions (TaC) are publicly available on the Seller's website: [www.nature-lab.cz](http://www.nature-lab.cz). The Seller may amend or supplement the wording of the Terms and Conditions (TaC), provided that the change or addition of the Terms and Conditions (TaC) is effective at the moment of publication of the updated wording of the Terms and Conditions (TaC) on the Seller's website [www.nature-lab.cz](http://www.nature-lab.cz). Any provisions deviating from the Terms and Conditions (TaC) can be negotiated in the Purchase Contract. The deviating provisions in the Purchase Contract shall prevail over the provisions of the Terms and Conditions (TaC).

## 2. Purchase Contract

2.1. The provisions of the Terms and Conditions (TaC) are an integral part of the Purchase Contract. The Purchase Contract as well as the Terms and Conditions (TaC) are drawn up in the Czech language.

2.2. To order the goods, the Buyer shall fill in the order form on the web interface of [www.nature-lab.cz](http://www.nature-lab.cz), or shall send the order via e-mail. In particular, the order form contains information about the ordered goods, method of payment of the purchase price of the goods, information about the method of delivery of the ordered goods and information about the costs associated with the delivery of the goods. This information applies only in those cases where the goods are delivered within the territory of the Czech Republic.

2.3. Before sending the order to the Seller, the Buyer is allowed to check and change the data entered in the order by the Buyer. Contractual relationship between the Seller and Buyer arises from delivery of the order to the Seller. The Seller shall confirm receipt of the order to the Buyer by e-mail, sending it to the e-mail address specified in the Purchase Contract.

2.4. Prices of the goods offered by the Seller are to be listed including value added tax. Prices of the goods shall be applicable and valid as long as they are displayed in the web interface of the [www.nature-lab.cz](http://www.nature-lab.cz) store. This provision does not limit the Seller's ability to conclude a Purchase Contract under individually negotiated conditions. The Buyer is obliged to pay the Seller the costs of transport of the ordered goods, unless it is agreed that the price for transport is part of the purchase price for the goods.

2.5. Transport means the importation of goods to the Buyer's registered office/premises or to his/her delivery address or by post-mail or mail service. The Buyer is obliged to provide smooth and free access and parking of the vehicle with the tonnage of up to 3.5 t (max. 5 m from the Buyer's registered office/premises or delivery address site). If the Buyer did not order the delivery of the goods, he/she is obliged to provide a necessary number of persons who would assist in unloading the ordered goods. Any failure to fulfil the obligations of the Buyer when taking over the goods according to Sec. 2.5. of the Terms and Conditions (TaC) are considered as failure to provide the Buyer with the necessary assistance to the Seller for the handover and acceptance of the goods; and the Seller is entitled to place the goods in the nearest suitable place near the place of delivery and the goods are considered to be delivered to the Buyer at this time; the Seller shall inform the Buyer about such the place of unloading. If the Seller fails to proceed in the manner described in the previous sentence, the fiction of the delivery of the goods shall apply under these conditions, according to Article 3, Paragraph 3.4.

2.6. Distribution of the goods to a place specified by the Buyer is to be calculated and realized individually upon request of the Buyer.

### 3. Delivery and Payment Terms

3.1. Usual delivery date for the respective assortment since the date of confirmation of the Purchase Contract – the order – shall be stated on the website of Kubacka NatureLAB, s.r.o (Ltd.) ([www.nature-lab.cz](http://www.nature-lab.cz)), unless agreed otherwise on both the Contracting Parties. Delivery times may be longer during the main/peak season. The Seller is entitled to deliver the goods even before the agreed delivery date and the Buyer is obliged to take over such the goods. If the Seller receives more than one order in one time period, which could exceed the immediate production and supply options of the Seller, the delivery dates will be determined while taking into account the date of receipt of the order and production capacities; upon bilateral agreement. If there are any events that cannot be predicted at the time of conclusion of the Purchase Contract (those which cause the Seller an obstacle in performance of his/her contractual obligations), then the Seller is entitled, with knowledge of the Buyer, to postpone the delivery date by the time during which the obstacle lasted. The Seller shall notify the Buyer of the exact delivery date/deadline, as a rule, at least one day in advance; and the Buyer is obliged to take over the goods within the specified deadline period.

3.2. If no other method of payment is agreed by the Contracting Parties, then the Buyer is obliged to pay the purchase price for the goods at the amount of 50% of the total price based on the advance invoice (tax document) issued by the Seller in the shortest possible time period after the order placement, with the due period of 14 days. After such the payment, the Seller shall begin to work on the contract. The Seller shall issue a supplementary invoice and final invoice on the day of delivery of the goods, with the maturity period of 14 days. In case of purchase by a natural person (without a Business ID number), the Seller shall issue an invoice for the total price of the goods in the shortest possible time following the order placement. After the payment, the Seller shall begin to work on the contract.

3.3. Due to the nature of the goods (fragility, special handling and professional transport needed), we offer delivery of the goods primarily by personal collection or using our transport. We use other forwarding services only for the transport of models of amphibians and reptiles, butts and feeders and hunting sets, with a flat rate of CZK 500.00 without VAT for the whole Czech Republic. Our delivery of goods carried out within the Moravian-Silesian Region (Moravskoslezský kraj) is free of charge. In case of purchase of goods over the amount of CZK 30,000.00 without VAT, we will deliver the goods free of charge throughout the territory of the Czech Republic. We can perform delivery of goods up to CZK 30,000.00 without VAT in the Czech Republic for a fee of CZK 1,800.00 without VAT for the regions of Olomouc, South Moravia, Zlín, Hradec Králové, Pardubice and Vysočina. Other regions of the Czech Republic for the fee of CZK 3,500.00. When ordering, the Buyer shall tick an offered option and thus undertake to use the service.

3.4. If the Seller is obliged under the Purchase Contract to deliver the goods to the registered office or to the residence address of the Buyer, or to his/her delivery address specified in the order, then the Buyer is obliged to take over the goods upon delivery.

3.5. In the event that the Buyer does not take delivery of the goods from the Seller, as well as in the event that the Buyer does not provide the Seller with cooperation necessary for the handover and receipt of the goods, although the Seller has notified him/her of the exact delivery date of the goods in accordance with Sec. 3.1 of the Terms and Conditions (TaC), then the Seller shall be deemed to have fulfilled his/her obligation to hand over the goods to the Buyer on the day when the Seller or a person authorized by him attempted in vain to deliver the goods to the Buyer or on the day when the Buyer refused to take delivery of the goods; and the Seller shall at that moment be entitled to issue an invoice for the purchase price for the goods; at that moment the risk of damage to the goods shall also pass to the Buyer and the warranty period for the quality guarantee provided for the goods shall begin to run. The Seller is entitled to store the goods which the Buyer did not accept in breach of his/her obligations in an appropriate manner and the Buyer is obliged to pay the Seller the storage fee of 0.5% of the purchase price of the stored goods including VAT for each commenced day, but at least CZK 100.00 for each commenced day, for the period after the day following the day when should the Buyer take over the goods until the day when the Buyer takes over the goods. The Seller shall inform the Buyer of the place of storage of the goods where the Buyer may take over the goods on his/her own expense, with the fact that the goods will be given to the Buyer only if the Buyer has paid the Seller a storage fee before that. Upon request of the Buyer, the Seller is to import the stored goods to the Buyer, but only for a payment in the amount specified by the Seller and paid in advance by the Buyer. If the Buyer fails to collect the goods from the Seller within 30 days from the date on which the Seller or a person authorized by the Seller attempted in vain to deliver the goods to the Buyer or from the date on which the Buyer refused to take delivery of the goods, this shall be considered as material breach of the Purchase Contract and the Seller shall be entitled to withdraw from the Contract at his/her option or to sell the goods in an appropriate manner for the account and at the Buyer's expense or to liquidate them at the Buyer's expense without being obliged to notify the Buyer of the intended sale or liquidation in advance; the Seller shall be entitled to exercise the right to withdraw from the Contract or to sell or liquidate the goods regardless of the time when the Buyer's delay in collecting and taking delivery of the goods occurred. The self-operated sale or liquidation of the goods does not affect the Buyer's obligation to pay the Seller the purchase price for the goods. If the Seller sells the goods, he/she will provide the Buyer with proceeds of the sale, from which he/she shall deduct the purchase price which the Buyer did not pay, then also the storage fee and other costs associated

with the self-operated sale of the goods. If the Seller liquidates the goods, the Buyer is to be obliged to pay the Seller the costs of such liquidation.

3.6. In the event that it was necessary for reasons occurred on the side of the Buyer to deliver the goods in a different way than stated in the order, the Buyer shall be obliged to pay the costs associated with repeated delivery of the goods, respectively the costs associated with another method of delivery.

## **4. Withdrawal from the Purchase Contract**

4.1. The Buyer, e.g. a natural person-consumer, who orders goods through the on-line store, is to be entitled to withdraw from the Purchase Contract without giving any reason; can do so within fourteen (14) days following receipt of the goods; and if the subject of the Purchase Contract consists of several types of goods, this period shall run from the date of receipt of the last delivery of the goods. Withdrawal from the Purchase Contract must be announced to the Seller in writing by e-mail to [info@nature-lab.cz](mailto:info@nature-lab.cz), within the period specified in the previous sentence. To withdraw from the Contract, the consumer shall use a sample form which can be found on the Seller's website at [www.nature-lab.cz](http://www.nature-lab.cz). The Seller shall confirm receipt of the notice of withdrawal to the Buyer's e-mail address specified in the purchase order. The Consumer shall deliver back the goods to the Seller without undue delay, no later than 14 days following the withdrawal from the Purchase Contract. The Seller will refund the purchase price to the Consumer without any undue delay, no later than 14 days following withdrawal from the Purchase Contract; however not before the Consumer hands over the delivered goods to the Seller or proves that he/she has sent the Goods to the Seller; if the Consumer has chosen a method of delivery other than the cheapest method of delivery offered by the Seller, the Seller will refund the Consumer the costs of delivery of the goods in an amount corresponding to the cheapest method of delivery offered. The costs associated with the return of the goods to the Seller after the Consumer's withdrawal in accordance with Paragraph 4.1. of the Terms and Conditions (TaC) are borne by the Consumer. In details, the provision of §1824 and the Civil Code shall apply.

4.2. Withdrawal from the Contract by a legal person and by a person who acts when ordering the goods in the course of his/her business or in the course of his/her independent profession is governed by the provision of §2001 and the Civil Code.

4.3. The Buyer is entitled to cancel the concluded Purchase Contract if he/she delivers a written notice of such cancellation to the Seller no later than 4 weeks before the delivery date of the goods; and if, within 3 days of delivery of the notice of cancellation, he/she provides the Seller with a cancellation fee of 30% of the purchase price of the goods including VAT. In such the case, the Purchase Contract shall be cancelled at the moment of delivery of the notice of cancellation of the Contract to the Seller and payment of the cancellation fee, depending on which of these moments occurs later. The Buyer is not entitled to cancel the Contract if he/she has already received the goods from the Seller or a part thereof. The Buyer shall not be entitled to cancel the Contract pursuant to Sec. 4.3. in the event when the subject of the Purchase Contract is the goods to be manufactured or modified according to the specific requirements of the Buyer (so-called custom production).

## **5. Complaints and Warranty Conditions**

5.1. The rights and obligations of the Contracting Parties, those regarding the rights of defective performance, are to be governed in particular by the provisions of §1914 to 1925, §2099 to 2117 and §2161 to 2174 of the Civil Code.

5.2. The Seller is liable to the Buyer that the goods will not show any defects upon receipt by the Buyer. In particular, the Seller is liable for the following conditions:

1. the goods shall be suitable for the purpose stated by the Seller for the use or for which the goods of this kind are usually used;
2. the goods shall correspond to the agreed sample or design by the quality or execution, if the quality or design was determined according to the agreed sample or template;
3. the goods must be in the appropriate quantity, degree or weight and
4. the goods must comply with the requirements of the legislation.

5.3. The Buyer is entitled to exercise the right from a defect that occurs in the goods during the warranty period.

5.4. Unless otherwise agreed on both the sides in the Contract or unless otherwise stated in the offer catalogue, the Seller provides a guarantee for the quality of all the goods and their completeness, for the period of 24 months. The warranty period begins on the date of delivery of the goods to the Buyer. The Buyer is obliged to inspect the delivered goods immediately after receipt. Upon discovery of the apparent or incomplete delivery, the supplier must be immediately notified in writing. Later claims of obvious defects of the goods will not be accepted by the Seller. If the goods have a defect which the Buyer duly notified to the Seller and for which the Seller is responsible, then the Buyer is entitled to remedy the defects by delivering replacement goods for the defective goods or delivery of missing goods or to remedy the defects by repairing the goods or to a reasonable discount on the purchase price, provided that the choice of the claim for defects of the goods belongs to the Seller.

5.5. The warranty does not apply to defects in the goods caused by improper use, especially in case of violation of the instructions, guidelines and other information about the goods provided by the Seller to the Buyer, or if the defect was caused by the Buyer him/herself, in particular by using the goods for a purpose other than the purpose

for which the goods are usually intended, or by using the goods in another way, different from how the goods are usually used. The warranty also does not apply to defects caused by normal and usual wear and tear.

5.6. The Buyer may take over only the shipments without visible damage – from the transport service. In case of visible damage to the consignment or in case of any difference comparing to the delivery note, the Buyer shall write down a complaint protocol with the shipping service or shall not take over the goods; and shall inform the Seller immediately of this fact.

5.7. A complaint shall be handled by the Seller. If the Buyer finds out a defect on the goods within the time limit referred to in Art. No. 5.3. of the Terms and Conditions (TaC), then the Buyer is obliged to notify the Seller immediately of any defect in the Goods, either using the e-mail to [info@nature-lab.cz](mailto:info@nature-lab.cz), or in writing to the address: Kubacka NatureLAB s.r.o. (Ltd.), Malé Heraltice 73, 747 75 Velké Heraltice (Czech Republic). In the notice of the defect, the Buyer is obliged to indicate the identification of the Buyer and further specify the goods to which the complaint relates; and describe the defect and the way it manifests itself; the Buyer is obliged to attach a photo documentation of the defect to such the notification. If the photo documentation submitted by the Buyer is not sufficient to assess the defect, the Seller is entitled to determine that the Buyer him/herself and at his/her own expense would ensure the delivery of the goods to the Seller for the purpose of assessing the defect and its possible removal – in such a case, the deadline for resolving the complaint will only start from the moment the Buyer delivers the claimed goods to the Seller.

5.8. The Buyer is obliged to prove that he/she purchased the claimed goods from the Seller, especially using an invoice issued by the Seller.

5.9. The Buyer is obliged to provide a sufficiently safe packaging of the goods complying with the requirements of transport. If the goods are not adequately protected, the claim may not be accepted by an authorized person.

5.10. Upon receipt of the goods for the complaint, the Buyer will be informed by e-mail about the method of handling this complaint. If the claim is not recognized and accepted by the Seller as justified, then the Buyer will be informed about this by e-mail. The e-mail shall contain the reason for the non-acceptance of the claim and the goods shall be returned to the Buyer at his/her expense.

5.11. If the claim is accepted by the Seller as justified, the Buyer shall be informed about this by e-mail, which serves as confirmation of receipt of the goods for the complaint. The e-mail must contain description of the defect, expected result of the complaint and approximate date of settlement of the complaint. The Seller shall contact the Buyer by e-mail after handling the claim.

5.12. A report of the settlement of the claim will be issued; it will be attached to the goods.

## **6. Protection of Personal Data**

6.1. Pursuant to Act No. 101/2000 Coll., on Protection of Personal Data, as amended, and pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on Protection of Natural Persons, with regard to processing of personal data and on free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), the Buyer agrees with indication of his/her personal data in the Purchase Contract, as well as in other documentation concerning the contractual relationship between the Buyer and the Seller and its performance, with its processing, as well as the use in the processing of the agenda related to the Purchase Contract and its performance. Personal data provided according to this consent will be used exclusively for the purposes described above. Personal data will be processed during the period of performance of the contractual relationship between the Seller and the Buyer, as well as during the period stipulated by the applicable generally binding legal regulations.

6.2. The Buyer has the right to access his/her personal data, the right to correct them, including other legal rights related to such data. The personal data of the Buyers are fully secured against any misuse.

6.3. The Seller may entrust the processing of the Buyer's personal data to a third party as a processor. In addition to persons transporting the goods, the personal data will never be passed on to third parties by the Seller without the prior consent of the Buyer.

## **7. Out-of-court Settlement of Consumer Disputes**

7.1. In case of consumer disputes between a Consumer – natural person and the Seller, the Consumer may resolve disputes in the out-of-court manner in accordance with Act No. 634/1992 Coll., on Consumer Protection, as amended. The subject of out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority (ČOI), which is the mediator in cases of such disputes. Contact to the Czech Trade Inspection Authority via the website: <http://adr.coi.cz/>.

7.2. In case of disputes between the Consumer and the Seller which have not been settled directly between the parties, the Seller shall provide the Consumer with the information referred to in the previous paragraph in paper form or on another durable medium of data (data carrier).

7.3. The Seller is obliged to comment on the dispute in the delivered notification of the consumer within the period of 7 days. The Seller must cooperate with ČOI (Czech Trade Inspection Authority). <http://adr.coi.cz/>

## **8. Local Jurisdiction of the Court to Resolve Disputes**

8.1. For proceeding and decision-making of all disputes between the Seller and the Buyer who is not a consumer, pursuant to the provisions of § 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the local jurisdiction of the General Court of the Seller has been negotiated and agreed.

## **9. Final Provisions**

9.1 At the moment of conclusion of the Purchase Contract, the Buyer accepts all provisions of the Terms and Conditions (TaC) as amended on the day of conclusion of the Purchase Contract.

9.2. The texts, photos and other documents published on this website are protected by copyright. Prices of the products are final and the products cannot be sold cheaper through the Seller's business partners.

**9.3. Terms and Conditions (TaC) are an integral part of the Purchase Contract.**

**9.4. Terms and Conditions (TaC) shall become effective on 01 July 2022.**

Opava, 1 July 2022

**Jakub Kubačka – Managing Director of Kubacka NatureLAB s.r.o. (Ltd.)**