

## Terms and Conditions

### I.

#### Introductory provisions

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

VAPOL CZ s.r.o.

Company ID No. (IČ): 26783789

Tax ID No. (DIČ): CZ26783789

Registered address: Zašová 270, Zašová 756 51

#### Contact details:

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Phone: +420 606 721 565

Web: [log4u.cz](http://log4u.cz)

(Hereinafter referred to as the “**Seller**”)

1. 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 their business activities as a consumer or as part of their business activities (hereinafter referred to as the “**Buyer**”) through the web interface located on the website available at [log4u.cz](http://log4u.cz) (hereinafter referred to as the “**Online Store**”).
2. The provisions of the Terms and Conditions are an integral part of the purchase contract. Any deviating provisions in the purchase contract shall prevail over the provisions of these Terms and Conditions.
3. These Terms and Conditions and the purchase contract are concluded in the Czech language.

### II.

#### Information on goods and prices

1. Information on the goods, including the prices of the individual goods and their main features, are shown in the online store catalogue for the individual goods. The prices of the goods are listed inclusive of value added tax, all related charges and exclusive of the cost of returning the goods if they cannot, by their nature, be returned by regular postal service. The prices of the goods shall remain valid for the period of time they are displayed in the Online Store. This provision does not preclude the negotiation of a purchase contract on individually agreed terms.

2. All presentation of the goods in the Online Store catalogue is for information 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 Store. Such information on the costs associated with the packaging and delivery of the goods listed in the Online Store is valid only in cases where the goods are delivered within the Czech Republic.
4. No discount on the purchase price of the goods can be combined with any other discounts, unless the Seller and the Buyer agree otherwise.

### **III.**

#### **Purchase order and conclusion of a purchase contract**

1. Any and all costs incurred by the Buyer when using remote communication means 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 standard rates.
2. The Buyer can order the goods as follows:
  - by filling out the order form without registration;
  - or via their customer account if the Buyer has previously registered in the Online Store.
4. When placing an order, the Buyer chooses the goods, the quantity, the method of payment and delivery.
5. Before submitting the order, the Buyer is allowed to check and change the data entered in the order. The Buyer submits the order to the Seller by clicking Submit order. The details provided in the order will be considered correct by the Seller. The validity of the order is subject to the completion of all mandatory fields in the order form and the Buyer's confirmation that the Buyer has read these Terms and Conditions.
6. 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 is automatic and is not considered to be the conclusion of a contract. The purchase contract is concluded only after the Seller's acceptance of the order. Notification of acceptance of the order is delivered to the Buyer's email address.
7. In the event that any of the requirements specified in the order cannot be fulfilled by the Seller, the Seller shall send an amended offer to the Buyer's email address. Such amended offer shall be deemed to be a new offer to conclude a purchase contract in which case the purchase contract shall be concluded upon the Buyer's confirmation of acceptance of this offer to the Seller at the Seller's email address specified in these Terms and Conditions.
8. All orders accepted by the Seller shall be binding. The Buyer may cancel an order until the Buyer has received a notification of acceptance of the order by the Seller. The Buyer may cancel an order by phone at the phone number or at the email address of the Seller specified in these Terms and Conditions.
9. In the event that there is an obvious technical error on the part of the Seller in

indicating the price of the goods in the Online Store or during the ordering process, the Seller shall not be obliged to deliver the goods to the Buyer at such obviously incorrect price even if the Buyer has been sent the automatic confirmation of receipt of the order in accordance with these Terms and Conditions. The Seller shall notify the Buyer of the error without undue delay and send the Buyer an amended offer to the Buyer's email address. Such amended offer shall be deemed to be a new offer to conclude a purchase contract in which case the purchase contract shall be concluded upon the Buyer's confirmation of acceptance at the Seller's email address.

#### **IV.**

##### **Customer account**

1. Upon the Buyer's registration in the Online Store, the Buyer can access their customer account. From the customer account, the Buyer can order goods. The Buyer can also order goods without registration.
2. When registering for a customer account and ordering goods, the Buyer is obliged to provide all information correctly and truthfully. The Buyer shall update the information provided in the user account whenever it changes. 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 shall maintain the confidentiality of the credentials needed to access the Buyer's customer account. The Seller shall not be liable for any misuse of the customer account by third parties.
4. The Buyer is not entitled to allow third parties to use the Buyer's customer account.
5. The Seller may cancel the user account, especially if the Buyer no longer uses the user account or if the Buyer violates the Buyer's obligations under a purchase contract or these Terms and Conditions.
6. The Buyer acknowledges that the user account may not be available at all times, in particular due to the necessary maintenance of the Seller's hardware and software equipment or the necessary maintenance of the 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 a purchase contract as follows:
  - by bank transfer to the Seller's bank account No. 115-4120180227/0100, kept with Komerční banka;
  - by debit/credit card;
  - by transfer of funds to the Seller's account through a payment gateway;
  - cash on delivery upon delivery of the goods;
  - in cash or by debit/credit card upon personal collection at a pick-up point.
1. Together with the purchase price, the Buyer shall pay the Seller the costs

associated with the packaging and delivery of the goods in the agreed amount. Unless expressly otherwise stated below, the purchase price shall also include the costs associated with the delivery of the goods.

2. In the case of payment in cash, the purchase price shall be payable upon receipt of the goods. In the case of cashless payment, the purchase price shall be payable within 12 days of the conclusion of the purchase contract.
  3. In the case of payment by payment gateway, the Buyer shall follow the instructions of the relevant electronic payment provider.
  4. In the case of cashless payment, the Buyer's obligation to pay the purchase price shall be fulfilled when the relevant amount is credited to the Seller's bank account.
  5. The Seller does not require any advance or other similar payment from the Buyer. Payment of the purchase price before shipment of the goods is not an advance payment.
  6. Under the Sales Registration Act, the Seller is required to issue a receipt to the buyer. In addition, the Seller is required to register the sales revenue with the tax administrator online; in case of a technical issue, no later than within 48 hours.
  7. The goods shall be delivered to the Buyer:
    - to the address specified by the Buyer in the order;
    - via a pick-up point to the address of the pick-up point selected by the Buyer.
1. The delivery method is selected during the ordering process.
  2. The cost of delivery of the goods, depending on the method of shipping and collection of the goods, is specified in the Buyer's order and in the Seller's order confirmation. In the event that the shipping method is agreed specifically at a special request of the Buyer, the Buyer bears the risk and any additional cost associated with this shipping method.
  3. If the Seller is obliged under a purchase contract 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. In the event that for reasons on the Buyer's side the goods must be delivered repeatedly or using a different method than specified in the order, the Buyer shall pay the costs associated with the repeated delivery of the goods or the costs associated with the different method of delivery.
  4. When accepting the goods from the carrier, the Buyer shall check the integrity of the packaging of the goods and immediately notify the carrier of any defects. If any breach of the packaging indicative of unauthorised handling of the shipment is found, the Buyer is not required to accept the shipment from the carrier.
  5. The Seller shall issue a tax document - invoice to the Buyer. The tax document shall be sent to the Buyer's email address or accompany the delivered goods.
  6. The Buyer shall acquire ownership of the goods upon payment of the full purchase price for the goods including delivery costs, but not before taking delivery of the goods.
  7. Liability for accidental destruction, damage or loss of the goods shall pass to the Buyer at the moment of acceptance of the goods or at the moment when the Buyer was obliged to accept 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 their business activities as a consumer has the right to withdraw from the purchase contract.
  2. The time limit for withdrawing is 14 days
    - from the date of acceptance of the goods;
    - from the date of acceptance of the last delivery of the goods if the contract covers several types of goods or the delivery of several parts;
    - from the date of acceptance of the first delivery of the goods if the contract covers regular repeat deliveries of the goods.
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1. The Buyer cannot, among other thing situations, withdraw from a purchase contract
    - for the provision of services if they have been performed with the Buyer's prior express consent before the expiry of the withdrawal period and the Seller informed the Buyer before the conclusion of the contract that the Buyer has no right to withdraw from the contract in such a case;
    - for the supply of goods or services the price of which depends on financial market fluctuations which are beyond the Seller's control and may occur during the withdrawal period;
    - for 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 beyond the Seller's control;
    - for the delivery of goods which have been customized as instructed by or for the Buyer;
    - for the delivery of perishable goods and goods which have been irretrievably mixed with other goods after delivery;
    - for the delivery of goods in a sealed packaging which have been removed from the packaging by the Buyer and cannot be returned for sanitary reasons;
    - for the delivery of an audio or visual recording or computer program if the original packaging has been damaged;
    - for delivery of newspapers, periodicals or magazines;
    - for the delivery of digital content if it was not delivered on a tangible medium and was delivered with the prior express consent of the Buyer before the expiry of the withdrawal period and the Seller informed the Buyer prior to the conclusion of the contract that in such a case the Buyer has no right to withdraw from the contract;
    - in the other cases referred to in Section 1837 of the Civil Code.
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1. In order to comply with the withdrawal period, the Buyer shall send a statement of withdrawal within the withdrawal period.
  2. 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.
  3. The Buyer who has withdrawn from the contract shall return the goods to the Seller within 14 days of the withdrawal from the contract. The Buyer shall bear the costs associated with the return of the goods to the Seller, even if the goods cannot be returned by regular postal service due to their nature.
  4. If the Buyer withdraws from the contract, the Seller shall reimburse the Buyer

immediately, but no later than 14 days after withdrawal, for all amounts, including delivery costs, received from the Buyer using the same method. The Seller shall only return the amounts received to the Buyer using another method if the Buyer agrees to this and if no additional costs are incurred.

5. If the Buyer selected a delivery method other than the cheapest delivery method offered by the Seller, the Seller shall reimburse the Buyer for the cost of delivery of the goods in an amount equivalent to the cheapest delivery method offered.
6. If the Buyer withdraws from a purchase contract, the Seller is not obliged to return the amounts received to the Buyer before the Buyer hands over the goods to the Seller or proves that the goods have been sent to the Seller.
7. The Buyer shall return the goods to the Seller undamaged, unworn and unsoiled and, if possible, in their original packaging. The Seller is entitled to unilaterally offset the claim for compensation for damage to the goods against the Buyer's claim for reimbursement of the purchase price.
8. The Seller is entitled to withdraw from the purchase contract due to out of stock, unavailability of the goods, or when the manufacturer, importer or supplier of the goods has discontinued production or import of the goods. The Seller shall promptly inform the Buyer via the email address specified in the order and return all amounts, including delivery costs, received from the Buyer under the contract within 14 days of notification of withdrawal from the contract, using the same method or the method specified by the Buyer, as the case may be.

## **VII.**

### **Rights arising from defective performance**

1. The Seller shall be liable to the Buyer that the goods are free from defects upon acceptance. In particular, the Seller shall be liable to the Buyer for the fact that at the time when the Buyer accepts the goods:
  - the goods have the properties agreed between the parties and, in the absence of agreement, have the properties described by the Seller or the manufacturer or expected by the Buyer given the nature of the goods and based on advertising carried out by them;
  - the goods are fit for the purpose which was specified for their use by the Seller or for which goods of that type 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 an agreed sample or specimen;
  - the goods are in the appropriate quantity, measure or weight; and
  - the Goods comply with legal requirements.
1. The Seller has obligations arising from defective performance at least to the extent that the manufacturer's obligations arising from defective performance last. The Buyer is otherwise entitled to exercise the right to claim for defects that occur in consumer goods within twenty-four months of acceptance.
2. If the period of time for which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in advertising in accordance with other legislation, the provisions on the warranty

of quality shall apply. By offering its warranty of quality, the Seller undertakes to ensure that the goods will be fit for their customary purpose or retain their customary properties for a certain period of time. If the Buyer has rightly claimed a defect in the goods with the Seller, the time limit for exercising rights arising from defective performance and the warranty period shall not run for the period during which the Buyer cannot use the defective goods.

3. The provisions in the preceding paragraph of the Terms and Conditions shall not apply in the case of goods sold at a lower price to the defect for which the lower price was agreed, to wear and tear caused to the goods by normal use, in the case of second-hand goods to a defect adequate to the degree of use or wear and tear which the goods had when accepted by the Buyer, or if this results from the nature of the goods. The Buyer is not entitled to exercise the Buyer's right arising from defective performance if the Buyer knew before accepting the goods that the goods were defective or if the Buyer themselves caused the defect.
4. In the event of a defect, the Buyer may submit a complaint to the Seller and request
  - replacement with new goods;
  - repair of the goods;
  - a reasonable discount on the purchase price,
  - withdrawal from the contract.
5. The Buyer has the right to withdraw from the contract
  - if the goods have a material defect,
  - if the Buyer 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.
6. A material breach of contract is one where the party breaching the contract already knew or must have known at the time of entering into the contract that the other party would not have entered into the contract if it had foreseen the breach.
7. In the case of a defect that constitutes an insignificant breach of contract (regardless of whether the defect is remediable or irreparable), the Buyer is entitled to have the defect remedied or to receive a reasonable discount on the purchase price.
8. If a repairable defect occurs repeatedly after the repair (usually the third complaint for the same defect or the fourth for different defects) or the goods have a large number of defects (usually at least three defects at the same time), the Buyer has the right to claim a discount on the purchase price, have the goods replaced, or withdraw from the contract.
9. When making a complaint, the Buyer shall inform the Seller which right the Buyer has chosen. A change of such choice without the Seller's consent is only possible if the Buyer has requested the repair of a defect that proves to be irreparable. If the Buyer does not choose their right from a material breach of contract in time, the Buyer shall have the same rights as in the case of a non-material breach of contract.
10. If repair or replacement of the goods is not possible, the Buyer may claim a full refund of the purchase price upon withdrawal from the contract.
11. If the Seller proves that the Buyer knew of the defect in the goods before acceptance or caused it themselves, the Seller is not obliged to satisfy the Buyer's claim.
12. The Buyer cannot make a complaint in relation to discounted goods for the

reason for which the goods were discounted.

13. The Seller shall receive the complaint at any establishment where the claim can be received, possibly also at the registered office or place of business. The Seller shall issue the Buyer with a written confirmation of when the Buyer exercised the right, what the content of the complaint is and what method of settlement the Buyer requires, as well as confirmation of the date and method of settlement of the complaint, including confirmation of the repair and the duration of the repair, or written justification for the rejection of the complaint.
14. 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 required for a professional assessment of the defect appropriate to the type of product or service. The complaint, including the remedy of the defect, must be settled without delay, at the latest within 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period. The futile expiry of this period be considered a material breach of contract and the Buyer shall have the right to withdraw from the purchase contract. The complaint shall be considered made at the moment when the Buyer's manifestation of will (exercising the right arising from defective performance) reaches the Seller.
15. The Seller shall inform the Buyer in writing of the outcome of the complaint.
16. The Buyer is not entitled to exercise the right arising from defective performance if the Buyer knew before accepting the item that the item had a defect or if the Buyer caused the defect themselves.
17. In the case of a justified complaint, the Buyer is entitled to reimbursement for any costs reasonably incurred in connection with the complaint. The Buyer may claim this right from the Seller within one month after the expiry of the warranty period, otherwise it may not be granted by the court.
18. The Buyer has the choice of the method of complaint.
19. The rights and obligations of the 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.**

### **Service**

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.**

### **Personal data**

1. All information provided by the Buyer in the Buyer's cooperation with the Seller is confidential and shall be treated as such. Unless the Buyer gives the Seller written permission, the Buyer's shall not be used by the Seller in any way other than for the purpose of performance under the contract, except for the email address to which



commercial communications may be sent, as this practice is permitted by law, unless expressly refused. These communications may only concern similar or related goods and can be unsubscribed from at any time easily (by sending a letter, email or by clicking on a link in a commercial communication). For this purpose, the email address shall be kept for 3 years from the conclusion of the last contract between the parties.

## **IX.**

### **Out-of-court dispute resolution**

1. The Czech Trade Inspection Authority (Česká obchodní inspekce) with its registered office at Štěpánská 567/15, 120 00 Prague 2, Company ID No. (IČ): 000 20 869, website: <https://adr.coi.cz/cs> is competent for the out-of-court settlement of consumer disputes arising from the purchase contract. The online dispute resolution platform 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 with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz> is the point of contact 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 under a trade licence. Trade control is carried out by the competent trade licensing authority within the scope of its competence. The Czech Trade Inspection Authority carries out, among other things, supervision of compliance with Act No. 634/1992 Coll., on Consumer Protection, within a defined scope.

## **X.**

### **Final provisions**

1. All arrangements between the Seller and the Buyer shall be governed by the laws of the Czech Republic. If the relationship established by the purchase contract has an international element, the parties agree that the relationship shall be governed by the laws of the Czech Republic. This is without prejudice to the rights of the consumer under applicable laws and regulations.
2. The Seller is not bound by any codes of conduct in relation to the Buyer as referred to in Section 1826(1)(e) of the Civil Code.
3. All rights to the Seller's website, in particular the copyright 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 Store or from its use contrary to its intended purpose. The Buyer shall not use any practices in the use of the Online Store that could adversely affect its operation and shall not engage in any activity that could enable the Buyer or third parties to interfere with or make unauthorised use of the software or other components comprising the Online Store 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 changing circumstances as referred to in Section 1765 (2) of the Civil Code.
6. The purchase contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
7. The Seller may change or amend the wording of the Terms and Conditions. This provision does not affect the rights and obligations that arise during the 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 2023.