

## GENERAL TERMS AND CONDITIONS FOR THE CONSUMER (hereinafter) GTC

### I.

#### Introductory provisions

1. These Business Terms and Conditions further define the rights and obligations of the parties arising out of or in connection with a Purchase Contract or a Service Agreement concluded by a buyer through the Internet Store at [www.epam.eu](http://www.epam.eu), [www.epam.cz](http://www.epam.cz), [www.tibetska-medicina.cz](http://www.tibetska-medicina.cz) and establishes the mutual rights and obligations of the seller and the buyer of the consumer.
2. The business terms that determine the mutual rights and obligations of the seller and buyer of the consumer or other persons not regarded as generally binding legal regulations are in the General Terms and Conditions for Entrepreneurs.
3. EPAM Distribution, s.r.o., Company ID: 27878945, Kazašská 1426/6, 101 00 Praha 10, registered in the Commercial Register kept by the Municipal Court in Prague under file C 123673, as the seller - the Internet shop operator at [www.epam.eu](http://www.epam.eu), [www.epam.cz](http://www.epam.cz), [www.tibetska-medicina.cz](http://www.tibetska-medicina.cz) declares that it will only supply the buyer with goods and services that fully comply with the general and statutory requirements for the type of goods and services.

### II.

#### Concluding a contract

1. An order sent by the buyer to the seller through the seller's internet shop, by email or telephone is a draft contract to purchase the goods or service specified in the order. The information about the goods and services, including their prices published on the websites [www.epam.eu](http://www.epam.eu), [www.epam.cz](http://www.epam.cz), [www.tibetska-medicina.cz](http://www.tibetska-medicina.cz) will be used when sending the order to the buyer for these contracts.
2. By sending an order, the buyer confirms that he has read these GTC and fully agrees with them. The buyer is bound by the GTC by sending an order. Once an order is sent an error that occurred when entering the data before submitting the order cannot be corrected.
3. After the order is sent, the seller will send an electronic reply to the buyer confirming the receipt of the order and the anticipated date of delivering the goods or services depending on the seller's warehouse stock etc. This confirmation is considered as concluding the contract between the seller and the buyer. The seller reserves the right to refuse to conclude a contract for any reason, without giving a reason or withdraw from a contract concluded before the delivery of the goods.
4. A contract under these GTC can be concluded in Czech, English or German
5. A contract concluded for the time period required by the generally binding legal regulations will be deposited with the seller, who will allow the buyer to access it for that period if the legitimate interest of the buyer is proven.
6. The buyer is entitled to cancel an order by sending an order cancellation notice by e-mail to the address of the seller on the respective server. Cancellation of the order is effective if delivered to the seller at the latest at the same time as the order.
7. If the seller does not get the goods or services and does not provide them to the buyer within three months from the delivery of the order, the contract expires without further notice.
8. If additional goods or a service are provided free of charge to the goods or service this will be considered a gift, with the gift agreement being a contract dependent on the principal agreement. No buyer has a legal right to enter into such a gift agreement.

### III.

#### The price of goods and services and the method of paying for goods and services

1. The price of goods and services listed on the websites [www.epam.eu](http://www.epam.eu), [www.epam.cz](http://www.epam.cz), [www.tibetska-medicina.cz](http://www.tibetska-medicina.cz) under the heading Prices can be paid:
  - a) in cash when the goods are collected in person at the seller's warehouse;
  - b) by a transfer to the seller's bank accounts under the terms of Article IV;
  - c) cash on delivery of goods in the Czech Republic
  - d) GoPay payment

2. The price is valid when the buyer sends an order for goods or services to the seller. The seller reserves the right to adjust or change the prices in special cases, such as major exchange differences, excessive inflation, or a significant change in the supplier's supply terms for manufacturers and other suppliers of goods and services.
3. The seller considers the price to be paid only after the whole price for the goods and services ordered has been credited to the seller's account. An invoice issued on the basis of a contract concluded between the seller and the buyer also serves as a tax document and a delivery note. The buyer can only take over the goods and services after full reimbursement unless otherwise agreed. The cost of transport is added to the price according to the way the goods and services are collected.

#### **IV.**

##### **Delivery terms, transfer of ownership and damage to goods**

1. The place of performance will be the place where the seller delivers the goods to the first carrier or provides the service; for personal collection - the seller's store.
2. The delivery time is 15 days from the order confirmation depending on the seller's warehouse stock. If the delivery term cannot be observed the seller will notify the buyer without undue delay of a new delivery period. When accepting the goods or services, the buyer must check the integrity of the packages, the number of goods delivered and the conformity with the contract concluded with the seller and, if there are any defects, notify the carrier or the seller without undue delay. The seller recommends not accepting the consignment in one's own interest if the package has been interfered with indicating unauthorized tampering!
3. By accepting a shipment, the buyer confirms that it meets all the conditions and requirements above and a later claim for the package's defect will be disregarded. An invoice serving at the same time as a tax document is attached to the consignment.
4. If the carrier cannot hand over the goods ordered within the delivery period, the seller will notify the buyer and at the same time inform him/her of the anticipated delivery date of the goods or offer the buyer other goods comparable to the original. However, the seller must notify the buyer in writing and get his or her consent to the procedure.
5. The place of delivery is the address stated by the buyer in the order. Goods shipments always contain a tax document.
6. If the goods are transported by a carrier who cannot contact the buyer at the marked address, the carrier is entitled to pass the goods to another adult at the designated address and who is willing to take over the goods and pay the purchase price or leave a written notice of the date and place of the shipment, the date on which the buyer can pick up the goods, and the telephone number where the buyer can agree the way of taking over the goods. The buyer must compensate the seller for the cost of the repeated delivery of the goods or providing the service and any storage by the carrier.
7. If the purchaser of the goods or service for reasons of his own refuses to accept the goods or service, the obligation of the seller to give the goods to the buyer or provide the service expires.
8. The right of ownership of the goods, as well as the risk of damage to the goods passes to the buyer when the goods are taken over.
9. The seller supplies an invoice to the buyer together with the goods or service. The buyer must inspect the delivered goods or the provided service and the attached invoice after they have been taken over and notify the seller in writing of any defects or contradiction with the contract without any unnecessary delay. This especially applies if the delivered goods or services do not agree with the content of the order sent and the attached invoice. The buyer must specify the defects in the notice.
10. All consignments are dispatched by The Czech Post Office or GLS General logistics Czech Republic, s.r.o. (hereinafter "GLS").
11. The price of transport and packing when sending goods in the Czech Republic using the carrier:
  - Česká pošta, s.p. for purchases up to 1, 499 CZK incl. VAT is 150 CZK
  - Česká pošta, s.p. for purchases over 1, 500 CZK incl. VAT is FREE;

- Česká pošta, s.p when paying in advance for the proforma invoice is 90 CZK;
  - GLS for purchases up to 1,499 CZK including CZK 120;
  - GLS for purchases over 1,500 CZK incl. VAT is FREE;
  - GLS when paying in advance on a proforma invoice (order form) is 70 CZK.
12. The price of transport and packing when sending goods in the Slovak Republic:
    - for purchases up to 100 EUR incl. VAT is CZK 400 (EUR 14.82), by the Czech Post
    - for purchases up to 100 EUR incl. VAT is CZK 300 (EUR 11.11) by GLS
    - for purchases over 100 EUR incl. VAT is FREE.
  13. The cost of transport and packing must be paid by customers in the European Union outside the Czech Republic and the Slovak Republic in full according to the valid price list of the carrier regardless of the price of the order. The price of shipping and packing is calculated automatically when ordered according to the weight of the goods.
  14. If the buyer, in accordance with the generally binding legal regulations, wants the goods or services without VAT, he/she must state this in the note when ordering the goods or service, send an email to the address of the seller ordering@epam.eu, enter his VAT ID and prove the eligibility of the request with the relevant documents. If these conditions are not complied with, the buyer is charged the full price including VAT.
  15. Goods or services ordered and subsequently dispatched can be paid for in advance by a bank transfer to the seller's bank account, which will be given to the buyer in the order confirmation and the issued proforma invoice. The goods are dispatched after the correct amount has been credited to the seller's account. Bank charges are paid by the seller (OUR).

## V.

### **Withdrawing from the contract, complaint proceedings**

1. The buyer is entitled to withdraw from the contract within 14 days of taking over the goods or service under the terms of Section 1829 and the related provisions of the Civil Code as amended (Act No. 89/2012 Coll.).
2. The seller will provide the buyer with a contract withdrawal form that is part of these GTC.
3. The buyer is not entitled to withdraw from the contract if any of the circumstances under Section 1837 of the Civil Code, as amended arise. Among other things, the buyer cannot withdraw from a purchase contract for goods modified according to his/her wishes, perishable goods as well as goods that have been irreversibly mixed with other goods after delivery, from a purchase contract for audio or video recordings and computer programs if the buyer has interfered with the original packaging and a purchase contract for newspapers, periodicals and magazines, the buyer cannot withdraw from a service contract if it has been carried out with the prior express consent of the buyer before the expiry of the withdrawal period and the seller has told the buyer that in this case it does not have the right to withdraw from the contract and a contract for digital content if it was not supplied on a physical carrier and was delivered with the prior express consent of the buyer before the expiry of the withdrawal period and the seller before concluding the contract with the buyer informed him/her that in this case he/she could not withdraw from the contract.
4. The buyer has no right to withdraw from a digital content delivery contract if it has been delivered on a physical carrier and has been shipped with the prior express consent of the buyer prior to the expiry of the withdrawal period.
5. In the event of a rightful withdrawal from a contract, the seller undertakes to return to the buyer the price of the goods or services, less the demonstrable and necessary expenses of the seller for ordering, transporting and distributing the goods or services, if it is not a case under Section 1836 of the Civil Code as amended. The buyer is responsible for the cost of returning the goods, if these goods cannot be returned by their normal postal route. The maximum cost of returning goods is estimated at 5,000 CZK. The buyer acknowledges that if the returned goods are damaged, worn, partially consumed, or otherwise reduced in value because they were handled in a way other than that necessary to understand the nature and characteristics of the goods, including their functionality, the seller is entitled to compensation from the buyer. The seller is unilaterally entitled to deduct this from the buyer's claim for repayment of the purchase price or part of it.

6. In the case of withdrawal from a service contract that has already begun but has not yet been provided in full, the buyer must pay a pro rata part of the price for the service already provided and, in case of withdrawal, is only entitled to a refund of the remaining part of the price for the service.
7. The length of the guarantee period, including the way of applying the guarantee and the buyer's right for faulty performance within the meaning of Section 1811 (2) f) of the Civil Code, as amended, will also be governed by the Civil Code, as amended, and the related generally binding legal regulations. The place of application of the guarantee and the rights of faulty performance is the seller's warehouse, at Kazašská 1426/6, 101 00 Praha 10.
8. The guarantee does cover defects caused by improper handling or use of the goods or services contrary to their purpose or instructions for use, mechanical damage or wear and tear or disasters. The guarantee also does not apply to products with the manufacturer's seal removed or mechanically damaged goods.
9. Complaints must include:
  - the date of ordering the goods or service or proof of paying for the goods or service;
  - a description of the defect and information about how the buyer proposes to deal with the complaint;
  - the buyer's contact details including a functioning email address;
  - specification of the defective goods or service;
  - the buyer's signature.
10. If the above conditions are met, the buyer (seller) decides on the complaint and deals with it within 30 working days after receiving it and informs the buyer by e-mail, unless the buyer agrees otherwise.
11. If a complaint is unjustified the buyer pays the transport to the place of the complaint.
12. The seller undertakes to remove the defect in the goods or service of a legitimate and properly made complaint by repairing it, exchanging it for the same product or exchanging it for a similar product with the same parameters as the original product. The seller determines how the complaint is made, to the extent determined by the generally binding legal regulations.

## VI.

### **Protection of personal data**

1. The protection of the personal data of a buyer, who is a natural person, is provided in particular by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended (hereinafter the "Personal Data Protection Act")
2. The buyer agrees to this personal data being processed: name and surname, title before the name, title after the name, residence address, registered office address, billing address, identification number, tax identification number, email address and telephone number, postcode, date of birth, gender (collectively referred to as "personal data").
3. The buyer agrees to the seller, who is its respective Administrator according to the Personal Data Protection Act, processing the personal data, to carry out the rights and obligations of the Purchase Contract, the Service Provision Agreement, maintaining the Buyer's User Account and for sending information and business communications to the buyer.
4. The buyer acknowledges that he/she must state his/her personal data (when registering, in the User Account, when ordering) correctly and truthfully and that he/she must inform the seller about a change in his/her personal data without undue delay.
5. Other than persons transporting goods or providing services, personal data will not be passed on or made available to third parties by the seller without the buyer's prior consent.
6. The seller can authorize a third party to process the buyer's personal data; the buyer will be notified in advance.
7. The consent to the processing of personal data is given by the buyer for an indefinite period of time. Personal data will be processed automatically electronically or manually in printed form.
8. The buyer confirms that the personal data provided is accurate and is provided voluntarily, seriously and freely.
9. If the buyer believes that the seller or a person authorized by him/her is processing his/her personal data contrary to the protection of the buyer's private and personal life or in

contravention of the law, especially if the personal data is inaccurate, in accordance with Section 21 of the Personal Data Protection Act he/she can:

- ask the seller or processor for an explanation;
- require the seller or processor to remove this situation. In particular, blocking, repairing, supplementing or disposing of the personal data.

10. If the buyer's request according to the preceding sentence is found to be justified, the seller or processor must immediately remove the defective situation. If the seller or processor does not comply with the request, the buyer has the right to contact the Data Protection Authority directly. This provision does not affect the buyer's right to contact the Office for Personal Data Protection directly with the complaint.
11. If the buyer asks for information about the processing of his personal data pursuant to Section 12 of the Personal Data Protection Act, the seller must submit this information. The seller has the right to provide the information according to the previous sentence for a reasonable compensation not exceeding the cost of providing the information.
12. The buyer declares that he has been properly and comprehensibly instructed on all the above facts and rights, before sending an order, well in advance of concluding the contract.
13. The buyer agrees to store cookies on his/her computer. If an order on a web site can be made and the seller's obligations under the contract can be met without cookies being deposited on the purchaser's computer, the buyer can withdraw the consent under the preceding sentence at any time.

## VII.

### **Alternative dispute resolution**

1. The buyer is entitled to use the online dispute resolution platform (hereinafter "online dispute resolution") to resolve disputes in the language of their choice. The buyer can use the online dispute resolution platform, available on <http://ec.europa.eu/consumers/odr/>, for an alternative solution of his/her case. The buyer must fill in the Complaint Form electronically when submitting an online dispute resolution platform. The information provided must be sufficient to identify the competent ADR entity online. The consumer can attach documents to support his/her complaint.
2. The out-of-court settlement of consumer disputes (ADR) is the responsibility of the Czech Trade Inspection, registered office Štěpánská 567/15, 120 00 Praha 2, IČ: 00020869, [www.coi.cz](http://www.coi.cz).

## VII.

### **User Account**

1. The buyer can access his/her user interface based on the buyer's registration on the website. The buyer can order goods or services from the user interface, (the "User Account"). If the web interface allows, the buyer can also order goods or services without registering directly from the web interface of the store.
2. When registering on a web site and ordering goods or services, the buyer must provide all the information correctly and truthfully. The buyer must update the details in the User Account if they change. The data provided by buyers on a User Account and when ordering goods or services is considered correct and complete by the seller.
3. If the purchaser completes information about a legal entity (company, ID and TAX ID), the seller considers the buyer's actions as a negotiation made on behalf of that legal entity and considers the legal person to be a person whose contractual relationship is subject to the General Business Conditions for Entrepreneurs.
4. Access to the user account is secured by the user name and password.
5. The buyer must keep the information needed to access his/her user account confidential and acknowledges that the seller is not liable for the buyer breaching this obligation.

6. The buyer is not entitled to allow third parties to use the User Account.
7. The seller can cancel a User Account, especially if the account is not used by the buyer for more than 1 year, or the buyer violates the obligations under the contract (including the GTC).
8. The buyer acknowledges that the user account may not always be available especially during the hardware and software maintenance of the seller and the necessary maintenance of hardware and software of third parties.

## V.

### **Final Provisions**

1. The General Business Terms and Conditions for Consumers will apply to the extent and wording on the websites of the Internet shop [www.epam.eu](http://www.epam.eu), [www.epam.cz](http://www.epam.cz), [www.tibetska-medicina.cz](http://www.tibetska-medicina.cz) on the date the buyer's order is sent.
2. By sending an electronic order, the buyer confirms to the seller that he/she accepts the price of the ordered goods or service, including any shipping costs and all the business terms and conditions applicable when making and sending the order.
3. The rights and obligations of these GTC are governed by the generally binding legal regulations, in particular by Act No. 89/2012 Coll., The Civil Code, as amended, and by Act No. 634/1992 Coll., on Consumer Protection, as amended.
4. 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, as amended.
5. The Seller does not provide any additional services after the sale of the goods or after providing an ordered service, except for the services explicitly advertised on its website for individual goods or services.
6. Information notice pursuant to Act No. 112/2016 Coll., on sales records, as amended:
  - Under the Sales Records Act, the seller must issue a receipt to the buyer. At the same time, he/she must register the received revenue with the tax administrator online; if there is a technical outage, within 48 hours at the latest, if the seller records sales at a checkout under the normal regime.
  - Under the Sales Records Act, the seller must issue a receipt to the buyer. The seller records sales in a simplified regime, i.e. must register the received revenue with the tax administrator within 5 days at the latest, if the taxpayer records revenues under the simplified regime at a given point of sale.
7. The buyer is bound by the Purchase Order for the period determined for the delivery of the goods or service.

Valid from 1.10.2017 until amended

**Notice of withdrawal:**

- Addressee:

EPAM Distribution, s.r.o.

Kazašská 1426/6, 101 00 Praha 10

- I hereby declare (\*) that I withdraw (\*) from the contract to purchase / provide these services (\*)

**- Date of the order (\*) / date of receipt (\*)**

**- Name and surname of the buyer / buyers**

**- Address of the buyer/ buyers**

**- Signature of the buyer/ buyers (only if this form is sent on paper)**

**- Date**

(\*) Delete as appropriate or complete the data.