

Business terms and conditions

1. Basic information

Website and e-shop entrepreneur also as Supplier:

Juris Active, s.r.o. office: Na Louckach 15, 66434 Kurim, Czech republic, Id.no.: 06266975, VAT-Id.no.: CZ06266975

The company is registered in the Register of Companies of the Regional Court in Brno, file no. C 1010566. We are listed in the VAT payer register in the Czech republic.

E-mail: info@juris-active.com

Bank details:

CSOB, a.s. ,account no. 280323655/0300

IBAN: CZ61 0300 0000 0002 8032 3655

(further just as "E-shop entrepreneur" or "Supplier")

2. Introduction

These Business terms and conditions (BT&C) are linked to purchase through online shop www.kousak.com, that is operated by the above mentioned entrepreneur. The BT&C are an indiscerptible part of each concluded sales contract as well as these govern the business relationship between the e-shop entrepreneur, as a supplier, and the buyer. All sales contracts are concluded in compliance with the law codex of the Czech republic. If the buyer was an end-user, the conditions not stipulated in the BT&C will be governed according to Act no.40/1964 of the Civil code and Act no.634/1992 concerning the consumer protection. If the buyer was not an end-user, but another entrepreneur, the conditions not stipulated in the BT&C will be governed according to Act no. 513/1991 of the Commercial code, as subsequently amended and supplemented.

3. Basic terms

- a) As a Contract is considered preferably a Sales contract between the contractual partners, the end-user and the supplier.
- b) The supplier is a subject, that acts within the scope of its commercial or entrepreneurial terms through concluding and fulfilling of the contract. It's usually an entrepreneur that is directly or indirectly supplying product or services to the buyer.
- c) The buyer – an end-user - is a subject that doesn't act within the scope of its commercial or entrepreneurial terms when concluding and fulfilling the contract.
- d) The buyer - not an end-user - is a subject that acts within the scope of its commercial or entrepreneurial terms or within the scope of its employee contract, when concluding of fulfilling the sales contract. The discretions and duties of the sales contract are in this case governed by the respective BT&C and the Commercial code.

4. Order and Sales contract

At the time the purchase order is placed, it becomes effectual for both sides (buyer /supplier). By submitting of the purchase order the buyer confirm that he/she read the BT&C and agrees with it fully. To the buyers email address an immediate purchase order confirmation will be send.

The execution of the buyer's order is pretty simple. The buyer just need to choose the desired item from the online catalogue, to complete all the requested data and terms and to submit the Purchase order electronically to the supplier. By this act the buyer submits a proposal for Sales contract conclusion.

The purchase order can be submitted in the following methods:

- using the e-shop cart
- sending electronic mail (e-mail)
- sending a letter by standard mail (postal services)

The buyer is obliged to provide to the supplier all necessary data to enable successful completion of the order:

- name, surname, home address or legal business name and invoicing address,
- description and quantity of the ordered goods as listed in the online catalogue,
- picking or delivery method,
- delivery address (if different from the invoicing address),
- phone or cell phone number
- all other details that the buyer might consider important to mention.

Each received order based on our catalogue range is effectual. The customer is informed about receiving of the purchase order by email immediately after submitting it to the supplier.

Under proposal for conclusion of a sales contract we understand the order submitted by the buyer. The actual sales contract is concluded at the moment of providing of a consensus by the supplier through order confirmation, sent to email address completed by the buyer in the purchasing form.

The annex of the order confirmation is the valid version of the BT&C. The delivery place of the goods is considered to be the address shown in the purchase order.

An information about individual steps leading to contract conclusion are obvious from the BT&C. The buyer has in any moment a possibility to check and modify the purchase order till the time before the date of shipping.

The price of each item is shown in the website of the online shop. The cost of freight is shown in the website. Before the final order submission the buyer is informed about the total and final amount that is to be paid, including the cost of shipping.

An order cancellation can be made in written or by email ideally the same day when the purchase order has been submitted, in any case in every time before the date of shipping. In this case the purchase order will be cancelled free of charge.

All prices, including the promotional prices, are valid till cancellation or till stock sell-out. The prices are valid in moment of submission of the purchase order, they are definite and are understood including the VAT.

The contract is concluded in Czech language and it's governed by the Czech law codex.

6. Merchandise

The pictures that accompany the item description might have just informative character. The prices listed in the online catalogue exclude the cost of shipping (freight cost).

7. Payment terms

The goods can be paid using one of these methods:

- a) *Online by credit or debit card* – pls. make sure the your card supports payments online. Only card issued within EC are accepted. Transactions are encrypted and secured.
- b) *Pre-payment by bank transfer* – in case the buyer wish to pay in advance by bank transfer, the bank details including the account number of the supplier, constant and variable identification symbols will be shown on the order confirmation. In this way the ordered goods will be shipped after receiving of the payment to our account only.
- c) *Cash on Delivery* - The goods will be paid to the forwarder at the moment of delivery.

Till the complete amount payment received, the goods remain property of the supplier as according to act section 443-446 and section. 601 of the Commercial Code.

With each delivery the customer will receive a fiscal invoice attached to the delivered merchandise.

8. Order and Delivery rules

The delivery is executed by the partner Ceska posta, s.p. or another logistic partner. The goods are delivered to the address submitted by the buyer at the moment of order placing. The customer will be informed in advance by email or

text message about the delivery of the parcel. The deliveries are performed usually during working hours in working day, unless agreed differently.

Right after receiving of properly completed purchase order, the customer will receive an order confirmation notice by email. All orders received through online shop system are immediately effectual. The delivery time is within 7 working day from the date of order. If out-of-stock items was ordered, this fact will be emphasized to the customer by email or phone, in order to enable eventual order modification or cancellation.

9. Delivery terms

Delivery date

With each catalogue item we show its stock status, if "available on stock" or "Delivery upon order". If goods are not available on stock, the customer will be informed about the individual delivery time by email.

For goods available on stock and ordered on working days within 5 p.m. o'clock, we delivery usually within 5 working days. The orders submitted on weekends or bank holidays will be processed on the closest working day.

In case the ordered merchandise isn't available on stock, the customer will be informed about this fact in separate email message as well as the supplier will provide details about the soonest possible delivery date.

Picking up

The buyer is obliged to accept the delivered goods and check its packaging for eventual damages. If the packaging is torn or anyhow damaged, it's necessary to claim the forwarder first and ask for a written claim report with the forwarder immediately. A copy of the claim report need to be submitted to the supplier by email as soon as possible.

10. Breach of the contractual terms

Should the delivered goods not be in accordance with the sales contract, the buyer has the right to claim the supplier for free and immediate bringing in accordance with the sales contract by exchanging or repairing of the delivered good: should this not be possible, the buyer has the right to apply for relevant discount from price or for contract cancellation. This rule cannot be applied in case, when supplier informed the buyer in advance, before the delivery, about the discrepancy with the sales contract and/or the discrepancy was caused by the buyer himself.

11. Claim and product warranty

For each product we provide a warranty according to the law. The warranty cannot be applied for depletion of the product by normal using and for damages caused by the buyer. The warranty cannot be applied, if the goods were damaged by chewing, biting or in similar way during the therapy. Should problem or damage during the warranty period occur, not caused by inappropriate use, the buyer has the right to claim the product.

Claim procedure

The claim has to be submitted in writing. The buyer has to inform the supplier about the description and type of the product, number of the bill/invoice, data of purchase and a detailed description of the problem/damage. The buyer is obliged to send the written claim by email or post to the e-shop entrepreneur. There must the purchase bill or invoice linked to the claimed product attached to the claim.

The buyer is hereby recommended to deliver the merchandise packed in the original packing or in suitable transportation packaging, in order to avoid eventual mechanical damages during the transportation and delivery to the supplier.

Claim liquidation

The e-shop entrepreneur will evaluate the relevancy of the claim by inspecting of the returned item and afterwards the supplier will inform the customer by phone or email about the findings and the way the claim is going to be liquidated. Subsequently the customer will be informed about the possibility of picking up/delivery of the original or substitute product.

The customer's claim needs to be handled immediately without any delay, at latest within 30 days from date of claim submission, if the buyer and supplier haven't agreed on longer liquidation period. After this period the buyer will acquire same rights just like in cases, when the problem/damage cannot be removed/repaired. By claim liquidation we understand the removal of the problem/damage by repair (in case of claim acceptance) or rejecting of the claim (in case of a not eligible claim). In case of an eligible claim the customer has right to ask coverage of the additional costs linked to the claim (e.g. shipping cost) in reasonable and documented amount.

12. Order cancellation, avoidance of sales contract

If the buyer decides to cancel the order, he has made for any reason, he must immediately inform the supplier (in writing or by e-mail) at the latest on the day the order was made, but in any case before the goods are dispatched. In that case, the order will be canceled free of charge by the supplier.

If the ordered goods were paid (ie. by bank transfer), the supplier and the buyer will settle each other so that the amount paid will be transferred back to the account from which it was sent. If the buyer makes another order, the amount paid will be used to pay for this other order, provided that if the amount paid is higher than the purchase price of another order, the overpayment will be transferred back to the account from which it was sent; if the purchase price of another order is higher than the amount paid, the buyer will be asked to pay up to the purchase price of this other (ie new) order.

According to Section 53 (7) of the Civil Code, the buyer has the right to withdraw from the purchase contract without giving any reason and without any sanction, within 14 days of receipt of the goods. If the buyer makes use of this right, he must deliver the notice of withdrawal and, on the other hand, return the purchased goods in original, not opened/damaged packing with all the documents, ie, in particular, he must attach a copy of the invoice or otherwise prove the existence of the contract. The buyer will send the returned goods at his own expense to the address of the supplier. The Supplier shall repay the Purchaser the paid amount, the bank account number provided or otherwise by mutual agreement, within 30 days of the withdrawal at the latest. The supplier is entitled to reimbursement of the actual and documented costs incurred in returning the goods.

Withdrawal from the contract must be sent to the address of the supplier, and the goods must be returned at the same address at the expense of the buyer.

The Supplier reserves the right to cancel the whole or part of the order in the following justified cases:

- goods are no longer produced or supplied
- the price of the goods has changed significantly.

Seller further reserves the right to cancel the order pursuant to Section 575 of the Civic Code.

In the event that such a situation occurs, Supplier will immediately contact the buyer by telephone or e-mail to agree on the next steps (replacement of ordered goods with others, cancellation of order, etc.).

13. Data protection

Buyer information is kept in accordance with applicable laws of the Czech Republic, in particular the Personal Data Protection Act No. 101/2000 Coll. as subsequently amended and supplemented. By signing the agreement, the Buyer agrees to process and collect his personal data in the seller's database after the successful completion of the contract, until such time as he or she expresses his or her opposition to such processing. The buyer has the right of access to his / her personal data, the right to correct them, including other legal rights to such data. Personal data can be deleted from the database on written request of the customer. Personal data of customers are fully protected against abuse. Customer does not pass on any personal data to the customer. The exception is represented by external carriers, who transfer the personal data of the customers to the minimum extent necessary for the delivery of the goods. Individual contracts are archived after they have been closed by the operator in electronic form and are accessible only to the Internet shop operator.

The Supplier reserves the right to change or amend the terms and conditions

14. Final provision

These business terms and conditions apply as stated on the website, on the date of sending the electronic order to the buyer, who accepts it without reservation.

These Terms and Conditions become effective on 25.5.2018. Changes in business terms are reserved.