

## General Terms and Conditions valid from 1. 4. 2018

These general terms and conditions are valid for buying goods and services on [www.rehabps.com](http://www.rehabps.com) website. Rights and obligations of Sellers and Buyers are specified in this document.

Under the Czech Sales Records Act (EET), the seller is required to issue a receipt to the buyer. At the same time, he is required to register the received revenue with the tax administrator online; in case of a technical failure, within 48 hours at the latest.

### Definitions

**The Buyer** is a consumer of goods or services.

**The Seller** is an operator specified in section 1.

**Purchase contract** is a legal contract if it contains essential elements of the contract so that the contract can be concluded by its unconditional acceptance and if it results from the applicant's will to be bound by the contract if the offer is accepted.

It is considered that an offer to deliver goods or to provide a service at a specified price made in course of business by advertising, cataloging or displaying the goods is to be fulfilled except the case of goods being out of stock or services being unavailable.

### 1. Contact Details - the sale of goods or services is carried out by the following operators:

*Courses outside EU and courses in Prague:* **Viktor Kobes**, K Vápence 16, 159 00 Praha 5, Czech Republic,  
IČ: 40663213 Email: [psrehab@me.com](mailto:psrehab@me.com), Registration Žl čj. ŽO/899/02/F/Wi a čj. ŽO/529/99/F/Sz,  
Non payer of VAT!

*Courses in EU, digital content and selling goods:* **Alena Kobesová**, K Vápence 16, 159 00 Praha 5, Czech Republic, IČ: 70552819,  
DIČ: CZ6960100334, Email: [alenamudr@rehabps.com](mailto:alenamudr@rehabps.com), Registration Žl čj. ŽO/ '1088/04/F/Če a čj. ŽO/1089/04/F/Če, VAT payer

*Courses in Prague for foreigners and courses outside EU:* **Rehabilitation Prague School s.r.o.**, K Vápence 16, 159 00 Praha 5, Czech Republic, IČ: 02452634, Email: [course@rehabps.cz](mailto:course@rehabps.cz), C 219501 Prague's court registration, Non payer of VAT!

*Selling goods:* **RehabPS, s.r.o.**, K Vápence 16, 159 00 Praha 5, Czech Republic, IČ: 02435624, Email: [info@rehabps.com](mailto:info@rehabps.com), C 219502 Prague's court registration, Non payer of VAT!

### 2. Information

The goods and price information provided by the Seller are binding except for a case of obvious error. Prices are presented including all taxes (VAT), shipping charges and delivery costs.

Information about accepted payment methods for each item or service is provided on the page of product. The Seller does not charge any fees associated with any method of payment.

If the Buyer states in the order other goods than the Seller offers, or goods with other properties, the contract will not be done. The Seller can not deliver other goods than the Buyer has ordered, unless otherwise agreed.

Acceptance of goods that were not ordered is not considered an acceptance of the offer.

The Purchase contract is done in English/Czech language.

The resulting Purchase contract and tax document will be stored in an electronic archive.

To customers, the tax document will be sent exclusively in electronic form via e-mail, to which the Buyer gives this consent.

The Purchase contract becomes effective by payment for the goods and services.

The photos on the pages correspond to the goods sold.

### **3. Delivery of Goods**

The Seller shall deliver the goods to the Buyer complete, no later than 15 days from the confirmation of the order if the delivery address is in the Czech Republic. Seller shall send the goods within three working days at the latest. The Buyer is obliged to take over the goods and pay them. The Buyer is encouraged to review the goods as soon as possible.

In case of apparent damage, the Seller recommends the Buyer to report the damage to the carrier.

The cost of storage and the cost of the unnecessary delivery of goods due to a lack of co-operation on the part of the Buyer is the Seller's right and may require additional purchaser costs for additional deliveries from the Buyer.

### **4. Cancellation of the Order of Goods and Withdrawal**

According to Czech law for electronic (distance) contracts, the Buyer may withdraw from the contract within 14 days of receipt of the goods or the last part of the delivery, irrespective of the way the goods are taken over or the payment is made. This time limit is intended to ensure that the purchaser becomes reasonably familiar with the nature, characteristics and functionality of the goods.

The Buyer also can to withdraw from the contract at any time before the goods are delivered.

Withdrawal from the Contract by the Buyer must be sent to the Seller within 14 days. The buyer does not need to state the reason for withdrawing from the contract. In order to facilitate communication, it is advisable to indicate in the withdrawal the date of purchase or the contract number/sales receipt, the payment method and the chosen way of returning the goods.

The Seller is obliged to return to the Buyer the amount fully corresponding to the price of the goods and the paid cost of delivery within 14 days of withdrawal from the contract in the same manner as the payment received from the Buyer.

At the latest within 14 days of withdrawal from the contract, the Buyer is obliged to send or hand over the purchased goods to the Seller. The goods should be returned to the seller complete, preferably in the original packaging, not to show signs of damage. The cost of returning goods is paid by the Buyer.

If the returned goods are damaged by the Buyer's negligence, the Seller is entitled to claim against the Buyer a reduction of the value of the goods and deduct it from the refund.

Exceptions: The right to withdraw from the contract can not be applied to digital content delivery contracts, audio or video recordings, digital subscriptions or computer programs, if it is not supplied on a physical carrier. If the Buyer has breached their original packaging, the right to withdraw from the contract cannot be applied.

## 5. Cancellation and Withdrawal from the Courses

### I. Cancellation Policy from the courses where the full price is paid to Prague School:

Cancellation more than 90 days before course = 90% refund.

Cancellation 30 to 90 days before course = 50% refund.

Cancellation less than 30 days before course = no refund.

Participants may transfer registration to another person at no additional charge.

### II. Prague School registration fee is non-refundable

If the course is paid to the local organizer and to Prague School is paid just registration fee, cancellation is done according to organizer's local cancellation policy and the Prague School registration fee is non-refundable.

## 6. Warranty

### Quality and Takeover

If the goods at the time the Buyer took over them, shows the defects (for example, it does not have agreed or expected properties, it is not suitable for the negotiated purpose, it is not complete, its quantity, degree, weight or quality is inconsistent with other legal, contractual or pre-contractual parameters), these are the defects of the goods for which the Seller is responsible for.

The Buyer may, within no more than two years from the receipt of the goods claim the right to remove the defect or a reasonable price discount; if the nature of the defect is not disproportionate (if the defect cannot be eliminated without undue delay), the requirement to deliver a new item without defects or a new component without defects may apply if it is defective only for that part.

If the repair or replacement of the goods is not possible, the Buyer may request a refund of the purchase price in full upon withdrawal.

If there is an apparent defect within six months of receipt of the goods by the Buyer, it shall be considered to have been defective at the time of acceptance.

Seller is not obliged to comply with the Buyer's claim to the warranty if the Buyer was well informed about the defective goods before taking over it or in case he caused it himself.

The Buyer is entitled to claim the right to remove defect that occurs on goods within twenty-four months from the takeover.

The Buyer is obliged to notify the Seller of the defect without delay after he has been able to find out.

Within this period, the buyer is entitled to claim a warranty by:

- Removing the defect by delivering a new item without defect or by supplying the missing item.
- Free repair of defects by repair.
- A reasonable discount on the purchase price.
- Refund of the purchase price based on withdrawal from the contract.

If the defect has shown repeatedly (third complaint for the same defect or the fourth for different defects) or the goods have more defects (at least three defects at the same time), the Buyer has the right to a discount on the purchase price, to replace the goods or to withdraw from contracts.

Seller is not responsible for defects resulting from normal use or non-compliance with the instructions for usage.

## 7. Claims Handling

The Buyer is obliged to file a claim with the Seller without delay. If he does so in writing or electronic form, he should provide his contact details, a description of the defect and a preferred way of settlement.

Upon notification from the Seller the Buyer is obliged to choose the way of settlement.

Change of choice without the Seller's consent is only possible if the Buyer has requested a repair of a defect that proves to be irreparable.

The Buyer is required to prove the purchase of the goods. The time limit for handling the claim runs from the delivery of the goods to the place to be repaired. The goods should be packed in a suitable package when shipped to avoid damage, it should be clean and complete.

The Seller is obliged to decide on the complaint within three business days at the latest, unless expert judgment is required. Information on the need for expert judgment will be communicated to the Buyer within this period.

The Buyer's consumer complaint, including the removal of the defect, shall be handled by the Seller without undue delay, no later than 30 days after its application, unless the Buyer agrees in writing for a longer period.

If the Seller refuses to remove a defect, the Buyer may require a reasonable discount or withdrawal from the contract.

The warranty period shall be extended from the time the claim is made to its settlement or until the Buyer has the obligation to collect the goods.

The Seller undertakes to inform the Buyer of the handling of complaint by e-mail or by SMS.

## 8. Privacy Policy

8.1. Protection of the buyer's personal data is provided by Act No. 101/2000 Coll., On the Protection of Personal Data.

8.2. The Buyer agrees to process these personal data: name and surname, address, identification number, tax identification number, e-mail address, telephone number and other information provided at the time of registration or purchase (referred to as "personal data").

8.3. The Buyer agrees to the processing of personal data by the Seller for the purpose of realizing the rights and obligations of the Purchase Agreement and for the purpose of sending information and business communications to the Buyer.

8.4. The Buyer notes that he is required to enter his personal data (when registering, in his user account, when ordering from the web interface of the shop) correctly and truthfully and is obliged to inform the Seller of any change in his personal data without undue delay.

8.5. The Seller may assign a third party as processor of the Buyer's personal data. Personal data will not be passed on to third parties by the seller without the buyer's prior consent except to persons transporting goods.

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

8.7. The Buyer confirms that the personal data provided are accurate and that he has been advised that this is a voluntary provision of personal data. The Buyer declares that he has been advised that the consent to the processing of personal data may be revoked by the Seller in writing to the Seller's address.

8.8. In case that the Buyer believes that the Seller or processor (Article 8.5) carries out the processing of his or her personal data which is contrary to the protection of the Buyer's private and personal life or contrary to law, if personal data are inaccurate with respect to for the purpose of their processing, may:

- Ask the seller or processor for an explanation.
- Require the Seller or processor to remove the resulting condition. It may be blocking, repairing, supplementing or disposing of personal data. If the buyer's request is found to be justified, the Seller or processor shall immediately remove the defective situation. If the Seller or processor fails to comply with the request, the Buyer has the right to contact the Data Protection Authority directly. This provision is without prejudice to the purchaser's right to contact the Office for Personal Data Protection directly with his complaint.

8.9. If the Buyer asks for information on the processing of his personal data, the Seller is required to pass on this information. Seller has the right to provide information under the previous sentence to request reasonable compensation not exceeding the costs necessary to provide the information.

8.10. Buyer agrees to send information related to the Seller's goods, services, or business to the Buyer's electronic address to the buyer's electronic address.

## 9. Conflict Solving

Mutual disputes between the Seller and the Buyer are dealt with by the general courts.

The Seller undertakes to seek preferential out-of-court settlement of disputes with the Buyer if the Buyer does not refuse it.

For the duration of the negotiation of the out-of-court settlement of the dispute, the limitation and limitation periods under the Civil Code shall not be commenced until one of the parties expressly refuses to continue the proceedings.

The Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)) carries out oversight of compliance with the obligations under Act No. 634/1992 Coll., On Consumer Protection, as amended.

## 10. Miscellaneous

### Security deposit

In the case of special goods to order or goods that are not in stock or quantity of goods that is not customary, the seller may be required to pay a deposit. The seller undertakes to inform the buyer of the advance payment claim without delay.

### Gifts

If the Buyer's right to withdraw from the Purchase Contract is used, the Buyer is obliged to return the returned goods together with the accompanying gifts, including everything he has gained, along with the returned goods. If the Buyer does not return them, the Seller has the right to a refund in the amount of the usual price.

### Complaints

Buyers' complaints and comments concerning a contractual relationship between the Seller and the Buyer are handled by the Seller in accordance with applicable regulations where complaints and comments may be made by the Buyer at the mailing address of the provider. If a complaint is the subject of a claim for goods, this complaint will be processed as a complaint in accordance with applicable law.

**Written communication**

In the case of sending written non-electronic documents between the parties, the address of the Seller and the Buyer's address given at the time of the order are the delivery address.

Other matters not mentioned here are governed by the Civil Code (No. 89/2012 Coll.), The Consumer Protection Act (No. 634/1992 Coll.) and other legal regulations, as amended by later regulations.

The contract and related issues are governed by Czech law.

Changes in business terms in a non-mutually agreed written form are excluded.

These Terms and Conditions are effective from April 1, 2018.