

E-SHOP TERMS AND CONDITIONS

www.joalis.eu

1. Preamble

1.1. For the purposes of these terms and conditions, the Seller is the business company JOALIS s.r.o., CRN: 254 08 534, VAT ID: CZ25408534, with registered office at Orlicka 2176/9, 130 00 Prague 3, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Prague, section C, insert No. 96984.

For the purposes of making the purchase contract, the contact data are:

Address: Joalis s.r.o., Orlicka 2176/9, 130 00 Prague 3, Czech Republic

Phone No.: +420 222 710 018, +420 724 090 525

e-mail: info@joalis.eu

1.2. The e-shop www.joalis.eu/en-CZ/e-shop.html, www.joalis.eu/es-CZ/e-shop.html focuses on mail orders of products of JOALIS s.r.o., namely the sale of dietary supplements, professional literature, EAM set software, EAV Salvia and Acucomb electronic devices, and educational DVDs (hereinafter only as the “goods” or “products”). Pictures of individual products may be only illustrative, and may not fully correspond with the currently available packaging.

1.3. The www.joalis.eu e-shop is designed exclusively for customers from countries where Joalis s.r.o. **has no** business representation. Therefore, customers from Czech Republic, Slovakia, Poland, Hungary and Germany cannot use it. If the system accepts such order, it will be handed over for settlement to a company that runs the exclusive representation in the given country.

2. Order of Goods

2.1. The draft purchase contract on grounds of which the sale of JOALIS s.r.o. products is realized, commences by completion of all mandatory data (first name and surname of a natural person or the business name of a company, correspondence address or the registered office of a company, CRN, VAT ID, e-mail address, Phone and fax number, account number etc.). Such a duly placed order is the manifestation of the Purchaser’s free will. By placing the order the Purchaser grants the Seller an express consent for processing his personal data. The personal data obtained in this way are handled pursuant to legal regulations regarding the personal data protection.

2.2. The Seller accepts the draft purchase contract in the way he confirms the receipt of the placed order by means of electronic mail sent to the address of the Purchaser. The order (or its part) confirmed by the Seller is mutually binding.

2.3. The precondition of validity of an online order is the truthful completion of all requested personal data in the registration form, i.e. namely such data that are essential for issuance of a

tax document, completion of a warranty card and handover of the goods at the place of delivery.

3. Cancellation of an Order on the Part of the Seller

3.1. The Seller reserves the right to cancel the order in case the ordered product was discontinued or is out of stock. Then the Seller shall immediately inform the Purchaser of this situation.

3.2. If the Purchaser has already paid a part or whole of the purchase price, the sum shall be transferred back to him or sent to his address as soon as possible.

4. Purchaser's Withdrawal from the Purchase Contract

4.1. The Purchaser – a natural non-business person (hereinafter only as the “consumer”) – is entitled to withdraw from the purchase contract concluded by means of electronic communication without stating any reasons within 14 days since the takeover of the ordered goods. However, he cannot withdraw from the contract in case of delivery of the goods that was tailor-made for the consumer, or in case of the purchase contract for the perishable goods or goods that is subject to wear and tear or obsolescence, and finally in case of contract for delivery of audio or video recordings and PC programmes where the consumer broke their wrapping.

4.2. The Purchaser shall inform the Seller of his decision to withdraw from the purchase contract without any unnecessary delay and in written form to the address of the registered office of JOALIS s.r.o., or by electronic means. At the same time, the Purchaser shall state the whole order number. Also, before the expiration of the statutory time limit the Purchaser shall – at his own cost – deliver the goods to the Seller's address of registered office without any damage, marks of wear and tear and in the original package with all original documents and accessories. The goods sent by the Purchaser (by the reason of his withdrawal from the purchase contract) by means of cash on delivery (i.e. when the Seller is obliged to pay the postage or shipping fees at the moment of takeover of the delivery) will not be accepted and taken over by the Seller.

4.3. On meeting of all statutory conditions, the Seller is obligated to pay back to the Purchaser the paid purchase price after deducting all truly spent costs related to the return of the goods. The Seller shall do it by a pre-agreed method and within the term as usual for the transfer of financial means in the chosen way, however, not later than 30 days after the withdrawal from the contract.

4.4. If the Purchaser is a natural business person or a legal person, the mutual relations are governed by the respective regulations of the Commercial Code. In such case the right to withdraw from the purchase contract in 14 days without stating any reason cannot be applied.

5. Delivery Conditions, Shipping and Packing Charges

5.1. The deliveries of the subject matter of the purchase contracts (the ordered goods) will be carried out according to the availability of products, and operating possibilities of the Seller as soon as possible, mostly within 14 working days (standard delivery period) since the day the Seller confirmed the receipt of the order from the Purchaser, and the Purchaser paid down the

price of the goods to the Seller. The Purchaser is informed about the settlement of the order by an information e-mail with details about the dispatch of his order including the information about the assumed delivery day.

5.2. The place of takeover shall be stipulated based on the Purchaser's order. The goods will be delivered to the specified address by mail. The shipping and packaging charges amount to EUR 17.00 per one order (one order number). In case the total price of the order exceeds € 100.00, no shipping or packaging charges will be charged.

5.3. Personal pickup of the order is not allowed.

6. Payment Conditions, Payment Methods

6.1. The Purchaser is obligated to pay the Seller for the ordered and delivered goods the price of the goods as stipulated on the invoice. The purchase price of the goods must correspond with the price as valid on the day of order of the goods made by the Purchaser by means of the www.joalis.eu e-shop. The prices always include the VAT.

6.2. The ownership right to the ordered goods passes to the Purchaser only after the complete payment of the purchase price. If, however, the whole purchase price was paid in advance, the ownership right to the goods passes to the Purchaser in the moment of the handover and takeover of the delivered goods.

6.3. The payment for the goods can be paid in advance by means of a bank transfer to the Seller's bank account kept by the UniCredit Bank Czech Republic a. s., branch office address Nam. Republiky 3a, 110 00 Prague 1, account number: 2500256036/2700, IBAN: CZ5127000000002500256036, SWIFT: BACXCZPP, variable symbol: order number.

The order number is stated in the e-mail by which the Seller confirms the receipt of the Purchaser's order. The goods will be dispatched as soon as the payment is credited to the Seller's bank account.

The payment must be done not later than within two weeks after the order is placed. After that date the order is cancelled.

7. Liability for Damages, Warranty and Complaints

7.1. Depending on the type of damage and conditions stipulated by the generally binding legal regulations, namely by the Act No. 40/1964 Sb., Civil Code, and the Act No. 513/1991 Sb., Commercial Code, as amended, the Seller is liable for the damages in the delivered goods. The Purchaser may complain about the quality of the goods within the complaint period that in case of the food products corresponds with the expiry date, in case of consumables amounts to 24 months, and in case of other goods amounts to 6 months after their delivery.

7.2. The complaint must be made in writing and delivered to the address of the company registered office, or sent by e-mail.

8. Personal Data Protection

8.1 Any handling with the customers' personal data is governed by the respective EU legal regulations regarding the personal data protection.

8.2. The Seller is entitled to collect and process the customers' (Purchaser's) personal data for the purposes of settling the placed order of the goods, and namely he is entitled to collect all necessary data with the billing and delivery addresses of individual customers. The Purchaser's personal data is protected from misuse, and will never be provided to a third person.

8.3. If on registration of a new user the Purchaser explicitly asks for sending the information messages of JOALIS s.r.o. (the so-called newsletters or system e-mails), he or she may be informed by e-mail once or twice a month from the Seller about current news and special offers of products and company services. The granted consent with the sending of information e-mails may be withdrawn at any time using the procedure as described in every e-mail.

8.4. With his free decision the Purchaser shows he is fully aware of all above-mentioned facts, and he or she explicitly agrees with further processing of his or her personal data for the purposes of the Seller's commercial activities. By using this e-shop, the Purchaser agrees with these rights, and terms and conditions.

9. Final Provisions

9.1. By placing a binding order the Purchaser confirms to accept these terms and conditions regarding the delivery of the goods as offered by the Seller. The relations between the Seller and the Purchaser shall be governed by these mutually binding terms and conditions. The wording of these terms and conditions may be amended from time to time on the part of the Seller, while it has been agreed that the governing wording is the one the Purchaser agreed with in the moment of placing the order.

9.2. The relation between the Purchaser and the Seller is governed by the legal order of the Czech Republic.

9.3. These terms and conditions are valid and effective from January 1, 2012.