

GENERAL BUSINESS TERMS AND CONDITIONS

TriLAB Group s.r.o.

Valid and effective since January 1, 2020

I. INTRODUCTORY PROVISIONS

1. **Terms & Conditions.** These General Business Terms and Conditions (hereinafter referred to as the **“Terms & Conditions”**) regulate the rights and obligations between the Seller and the Customer in contractual relations concluded via an e-shop available at the website: <https://store.trilab.cz/> and <https://store.trilab3d.com/> (hereinafter referred to as the **“E-shop”**), or by electronic communication. If a specific contract concluded by and between the Seller and the Customer sets forth different rights and obligations of the parties than those stipulated in these Terms & Conditions, such different provisions of such specific contract shall prevail. These Terms & Conditions shall apply only to the extent in which they do not contravene any specific contract.
2. **Seller.** The Seller and the provider of the Application is **TriLAB Group s.r.o.**, company identification number: 05288746, registered office at Purkyňova 649/127, Medlánky, 612 00 Brno (hereinafter referred to as the **“Seller”**), contact email address: info@trilab.cz.
3. **Customer.** Given the existing regulation, we differentiate between Customers that are consumers, i.e. those that do not conclude and perform a contract in the course of their business or another commercial activity, and Customers that are not consumers, i.e. those that purchase Products for the purposes of their business.
4. **Product, Application.** The Seller offers Customers 3D printers, their accessories, extensions, spare parts, services and consumables for printing, and other products listed in the E-shop (hereinafter referred to as the **“Products”**). In addition, the Seller offers Customers applications to control TRILAB 3D printers: DeltaControl – a mobile application, and WebControl – a web application (hereinafter referred to as the **“Application”**). The Customer acknowledges and agrees that some Products equipped with a bluetooth technology enable recording position information from GPS.
5. **Consent to the Use of Means of Distance Communication.** By entering the Purchase Agreement and the License Agreement, the Customer gives their consent to the use of means of distance communication. Any costs incurred by the Customer in connection with the use of means of distance communication (including, without limitation, the costs of internet connection, the costs of telephone conversations) shall be borne by the Customer.

II. E-SHOP REGISTRATION

1. **Registration Form.** Both registered Customers and Customers without registration can make purchases in the E-shop. A User Account is opened for a Customer that registers in the E-shop, which facilitates purchases in the E-shop (hereinafter referred to as the **“User Account”**).
2. **Customer Details.** The Customer is obliged to provide the Seller with true and complete identification details. If untrue and/or incomplete details are provided, the Customer shall be fully liable for any damage caused by this. The Seller shall not be liable for any unauthorized use of the Customer details in the E-shop.
3. **Access Codes.** Customers are obliged to protect their Access Codes. In the event of their loss or unauthorized use, they are obliged to inform the Seller so that the latter could take appropriate measures. The Seller shall not be liable for any damage incurred due to a loss or unauthorized use of the Customer's access codes.

III. ORDER AND PURCHASE AGREEMENT CONCLUSION

1. **Order.** The Customer may order Products by an electronic order in the E-shop or by email following, for instance, a previous offer from the Seller. In addition to information about the Customer, the order shall contain information about the Product ordered (ordered Products are ‘placed’ in the electronic cart by the Customer, if the order is done through the E-shop), required method of delivery and payment of the purchase price.
2. **Order.** By the electronic order, the Customer sends its draft of the Purchase Agreement and expresses consent to and unconditional acceptance of these Terms & Condition. The Terms & Conditions constitute an integral part of the Purchase Agreement.
3. **Purchase Agreement Conclusion.** The Purchase Agreement between the Seller and the Customer (hereinafter referred to as the **“Purchase Agreement”**) is concluded by way of the order acknowledgement sent by the Seller to the Customer by email to the Customer's email address (hereinafter referred to as the **“Order Acknowledgement”**). The Order Acknowledgment incorporates these Terms & Conditions.
4. **Order Cancellation by Customer.** The Customer shall be entitled to cancel any order without giving a reason before the same receives the Order Acknowledgement from the Seller. Orders may be cancelled by Customers electronically to the Seller's email address. After the conclusion of the Purchase Agreement, orders may be cancelled only after mutual agreement by Seller and the Customer and on conditions mutually agreed by them.

5. **Revised Offer.** If any of the requirements stated in the order cannot be met by the Seller, the same shall send a revised offer to the Customer's email address, indicating possible variants of the order and requesting the Customer's opinion. Such revised offer shall be considered a new draft of the Purchase Agreement. In such case, the Purchase Agreement is not concluded until the Customer accepts it through electronic mail, which the Customer is obliged to do within 5 business days after the same receives such revised offer, otherwise the revised offer shall be deemed rejected.
6. **Non-conclusion of Purchase Agreement for Reasons Attributable to Seller.** The Customer acknowledges that any Product presentation in the E-shop is for information purposes only and the Seller shall not be obliged to conclude the Purchase Agreement regarding such Products. The provisions of Sections 1731 and § 1732 of Act No. 89/2012 Sb., Civil Code, as amended (hereinafter referred to as the "**Civil Code**") shall not apply. The Seller reserves the right not to send the Customer any Order Acknowledgement and not to conclude the Purchase Agreement if the Products are no longer produced or delivered or if the price of the Products changed considerably. If the Customer has already paid the purchase price of the Products, or any part thereof, such amount shall be remitted to the Customer's account without any delay.
7. **Title and Risk of Loss.** The title to the Products shall pass to the Customer upon the payment of the Product Price in full and the acceptance of the Product. Upon the acceptance of the Product, the risk of loss shall pass to the Customer.

IV. PAYMENT CONDITIONS

1. **Product Price.** The prices of Products are stated in Czech korunas and they are final, i.e. inclusive of all taxes and charges. In addition to the purchase price, the Customer shall be obliged to pay the Seller the Product delivery costs (postal, shipping, packing costs) in the amount stated in the E-shop unless otherwise agreed between the Seller and the Customer. Information on packing and delivery costs shall apply only if the Product is delivered within the territory of the Czech Republic. For deliveries outside the Czech Republic, the price shall be agreed on a case-by-case basis and the Customer shall be informed accordingly. Unless expressly stated otherwise, the price of the Product referred to hereinafter shall include the costs of Product delivery (hereinafter referred to as the "**Product Price**").
2. **Product Price Payment Method.** The following methods of payment of the Product Price are permissible: cash on delivery (COD), wire transfer, PayPal, or a debit/credit card through a secured payment gate. The Seller uses third-party payment gates for some types of payment (such as credit card payments). If the Customer selects payment by PayPal, the entire payment process shall be ensured by the PayPal payment service provider under the conditions of PayPal service use available at www.paypal.com.
3. **Discounts on Product Price.** The method, period and amount of discounts are at the Seller's discretion. Discounts may be provided on a case-by-case basis and they are stated in the seller's offer; or they may be provided using 'Discount Codes' in the E-shop. If the Customer has received such Code and wishes to apply the discount, the same shall be obliged to enter the Code correctly prior to sending the order in the order form. Any later submission of discount codes or correction of codes entered erroneously shall be disregarded. The Customer acknowledges that discounts may not be claimed automatically and that they are not cumulative.
4. **Error in Valuation.** Any manifest error in valuation (caused by displayed errors, typographical errors etc.) shall not be deemed a prevailing price. If the Customer orders the Product for such price, no Purchase Agreement is concluded, even if the Customer receives the Order Acknowledgement from the Seller. The Customer's approval with the corresponding price shall be requested by the Seller without delay. In the event of rejection or failure to approve such corresponding price within 3 days, no Purchase Agreement shall be concluded.

V. DELIVERY CONDITIONS

1. **Date of Delivery.** The date of delivery is stated for specific Products in the E-shop unless otherwise agreed by the Seller and the Customer, and it shall apply for deliveries within the territory of the Czech Republic. The availability of Products as displayed in the E-shop may not always be completely accurate and if the current availability is different from the availability provided in the Product Details, the Customer shall be informed accordingly.
2. **Place of Delivery.** The place of delivery for the Product is the address provided by the Customer in the electronic order.
3. **Repeated Delivery.** In the event of repeated delivery of the Product or a delivery method other than stated in the order for reasons attributable to the Customer, the Customer shall be obliged to pay the costs of repeated delivery, or the costs of different delivery method, where applicable.
4. **Inspection of Consignment after Product is Accepted from Transporter.** The Customer is obliged to inspect the condition of the consignment in the presence of the transporter, and in the event of any damage, the Customer shall make a consignment damage report and have the driver confirm such fact. Based on such report, the Customer shall be provided with a proportionate discount or a new Product. By signing the delivery note, the Customer agrees with the acceptance of the Product and confirms that the Product arrived without any visible mechanical damage. Any later complaints about defects caused by transport shall be disregarded and such complaint shall be rejected.

VI. RIGHT OF WITHDRAWAL FROM AGREEMENT FOR CUSTOMERS – CONSUMERS

1. **Right of Customers – consumers to withdraw from Agreement.** If the Agreement is concluded using means of distance communication, the Customer – consumer shall be entitled to withdraw from such Agreement within **14 days** after the receipt of the Product without giving any reason.
2. **Withdrawal from Agreement.** The Customer – consumer is entitled to withdraw from Agreement by notifying the Seller electronically using a **Withdrawal Form** (available [here](#)) sent to the Seller's email address info@trilab.cz or in writing by registered letter sent to the address of the Seller's registered office. When doing so, the Customer – consumer shall indicate the order number and purchase date and shall submit the original or a copy of the invoice/receipt. Letters which do not indicate clearly why they were sent to the Seller shall be returned to the sender.
3. **Product Return to Seller.** If the Customer – consumer withdraws from the Agreement, the same shall send the Product back to the address of the Seller's registered office without any delay, however no later than within 14 days after such withdrawal, upon which the Seller shall examine the condition of such Product without any delay. The Product returned to the Seller must be intact, undamaged and complete (incl. any and all accessories and documents provided, incl. invoice/receipt). If the Product is not returned intact to the Seller, the Customer – consumer shall pay the costs of restoring the Product to the original condition and the costs of removing any damage to the Product. The payment of such costs and damage shall be deducted from the purchase price refunded to the Customer in case of withdrawal. The Customer acknowledges and agrees that if the Product is a consumable (such as filaments) and the Customer has already consumed the Product, in its entirety or in part, the Customer shall not be entitled to withdraw from the Purchase Agreement in accordance with this clause of these Terms & Conditions.
4. **Purchase Price Refund to Customer.** The Seller shall give the Customer – consumer refund of the financial amounts paid, except for the costs of Product delivery incurred as a result of the fact that the Customer – consumer selected a Product delivery method that is different from the cheapest product delivery offered by the Seller to the extent such the costs exceed the costs of the cheapest delivery method offered by the Seller, no later than 14 days from the day on which the Seller receives the withdrawal from the Agreement by the Customer – consumer. The refund shall be done using the same payment method which the Customer – consumer used for the payment of the original transaction. The Seller shall be entitled to postpone the refund until the same receives the Product returned.
5. **Withdrawal Costs.** In case of withdrawal from the Agreement, the Customer – consumer shall bear the costs of Product return to the Seller, even if the Product, due to its nature, may not be returned by standard post delivery.
6. **When Customer is not Entitled to Withdraw.** Withdrawal from the Purchase Agreement is not permitted if the Product was modified at the Customer – consumer's request, and in other cases stipulated in Section 1837 of the Civil Code.
7. **Procedure for Customers that are not Consumers.** Customers that are not consumers may withdraw from the agreement in accordance with Section 2001 et seq. of the Civil Code.

VII. RIGHTS FROM DEFECTIVE PERFORMANCE, GENERAL TERMS AND CONDITIONS OF COMPLAINTS

1. The Parties' rights and obligations with regards to rights from defective performance shall be governed by the generally binding legislation. If rights from defective performance are not applied within the complaints time-limit, or within the time-limit for applying rights from defects, they shall become unenforceable.
2. **Quality upon Receipt.** The Seller shall be responsible to the Customer that the Product has no defects upon receipt. In particular, the Seller shall be responsible to the Customer that at the time when the Customer received the Product (a) the Product has features agreed by the Parties, and in the absence of any such agreement, features described by the Seller or expected by the Customer given the nature of the Product and Product advertisement; (b) the Product is fit for the purpose which the Seller advertises or for which it is usually used; (c) the Product corresponds in terms of its quality and workmanship to the agreed sample or model provided the quality or workmanship was based on any agreed sample or model; (d) the Product is in the corresponding amount, size or weight; and (e) the Product meets legislative requirements.
3. **Exclusion of Rights from Defective Performance.** The Seller shall not be responsible for any defects in the following cases, including (without limitation): (a) if the defect of the Product existed upon the receipt thereof and as a result a discount was provided on the Price of the Product; (b) if the Product has already been used and such defect corresponds to the extent of its use or wear and tear of the Product before it was received by the Customer; (c) the defect occurred in the Product due to wear and tear caused by usual use, or if it is in the nature of things (e.g. after the expiry of the lifespan); (d) it has been caused by the Customer as a result of improper use (in particular use in violation of the manual, such as failure to comply with the conditions of application, such as the temperature of the room where the 3D printer is located), storing, incompetent maintenance, Customer's unauthorized modification or mechanical damage, repairs made by the Customer; (e) if the Product is a 3D printer, the Seller shall not be liable for defects caused by improper use of the printer, the use of any other materials than recommended materials, the use of other than recommended printing profile for the given material, as a result of any modifications of the settings or the printer's HW, the use of any PrintPad that was not supplied by the Seller, or as a result of printer improper maintenance, cleaning, or use of other tools for the printer maintenance; (f) if the defect is not notified without delay and the Product continues to be used; and (g) the defect occurred as a result of any external event beyond the Seller's control.

4. **Submission of Information for Handling Complaints.** In the event of the complaint, the Customer shall indicate and/or submit, where applicable: (a) the Customer's first name and surname; (b) the Customer's telephone and email address; (c) the order number; (d) a clear and concise description defects; (e) the claim raised by the Customer (proposed solution); (f) an account number for refund, if applicable; (g) a document proving the title to the Product (invoice).
5. **Delivery of Defective Product.** The Customer shall deliver, at its own cost and risk, the defective Product to the Seller's registered office address. The Product must be complete. It is recommended to send the Product in the original packaging or suitable transport packaging, because the Seller shall not be liable for any mechanical damage which may occur prior the delivery of the Product.
6. **Customer's Obligations to Provide Cooperation.** In the event of complaint, the Customer shall provide cooperation to the Seller. If the Customer fails to submit any information or document required or if the same fails to provide cooperation to the Seller, the Seller shall not be able to handle the complaint and/or make any decision. The time-limits for making a decision on and handling the complaint by the Seller stipulated by the law shall not run during the Customer's delay with the delivery of any missing information and documents.

VIII. COMPLAINTS BY CUSTOMERS – CONSUMERS

1. **Time-Limits for Making Complaints.** Customers – consumers shall be entitled to exercise their rights from defects (to complain about the Product) without undue delay after such defect was or could have been discovered by reasonable care, within 24 months after the Product receipt unless otherwise stated.
2. **Proving Defect Existence.** If a defect occurs within 6 months after the receipt, it shall be considered that the Product was defective upon receipt. In such case, the Customer – consumer does not have to prove that such defect of the Product already existed at the time of its purchase. If a defect occurs after the expiry of six months, the Customer – consumer shall be responsible for proving that such defect already existed at the time of its purchase.
3. **Customer's Claims.** If the Product fails to have the features specified in cl. VII. (2) of these Terms & Conditions, the Customer – consumer may request:
 - (a) **Delivery of a new Product** free of any defects, unless this is disproportionate given the nature of defect. If the defect concerns only a component, the Customer may request **such component replacement** only;
 - (b) If this is not possible, the Customer may **withdraw from the Agreement**.
 - (c) Where this is disproportionate given the nature of defect, in particular, if the defect can be removed without undue delay, the Customer is entitled to **defect removal** free of charge.
 - (d) Unless the Customer withdraws from the Purchase Agreement or unless the same applies the right to delivery of a new Product free of defects, component replacement or Product repair, the Customer may request an **appropriate discount**. The Customer shall also be entitled to an appropriate discount if the Seller may not deliver a new Product free of defects, replace its component or repair the Product, and if the Seller fails to rectify the situation within a reasonable period of time or if such rectification caused serious problems to the Customer.
4. **Written Acknowledgment of Complaint.** If the Customer – consumer exercises rights from defective performance (makes a complaint) the Seller is obliged to issue a **written acknowledgment** to the Customer – consumer without undue delay that the Customer – consumer has exercised such right, what is the subject of complaint and what method of complaint handling the Customer requests.
5. **Time-Limits for Handling Complaints.** If the Customer is a consumer, the Seller shall make a decision about the complaint immediately, in complex cases within 3 business days. Complaints shall be handled without undue delay, however no later than within 30 days after the complaint is made unless a longer time-limit is agreed between the Seller and the Customer – consumer. If the Customer – consumer fails to provide cooperation to the Seller, the time-limits for making a decision and handling the complaint stipulated by the legislation and these Terms & Conditions shall not run during the Customer's delay in the delivery of any missing information and documents necessary to handle the complaint.
6. **Complaint Handling.** The complaint shall be deemed handled as soon as such fact is notified to the Customer by the Seller by telephone, SMS or to the email address indicated in the complaint. The Customer is obliged to collect the Product. Otherwise, the Seller shall charge a storage fee. The Seller is obliged to issue a **certificate** to the Customer – consumer about the date and method of complaint handling, including a certificate of completion of repairs and the duration thereof, or a written statement describing why the complaint was rejected, if applicable.
7. **Costs Reimbursement.** If the complaint is **recognized as justified**, the Customer – consumer shall be entitled to the reimbursement of costs relating to making the complaint (such as costs of postal expenditure, transport) in the actual amount. Customers are entitled to the reimbursement of reasonable costs given the nature of the Product (such as costs of postal expenditure, not costs of taxi transport). Any reimbursement of costs must be requested without any undue delay, however no later than within 1 month after the complaint was handled. If the complaint is **rejected**, the costs of making the complaint (such as costs of postal expenditure, transport) shall be borne by the Customer – consumer.
8. The provisions of this clause shall not apply to Customers – businesses.

IX. COMPLAINTS BY CUSTOMERS – BUSINESSES

1. **Time-Limits for Making Complaints.** Customers – businesses shall be entitled to exercise rights from defects (make a complaint) without undue delay after such defect was or could have been discovered by reasonable care, within **12 months** after the Product receipt unless otherwise stated.
2. **Proving Defect Existence.** If the defect occurs during the time for making complaints, the Customer – business shall be responsible for proving that the defect of the Product already existed when the Product was received.
3. **Customer's Claims.** If the Product fails to have the features specified in cl. VII. (2) of these Terms & Conditions, the Customer – business may request
 - (a) **Delivery of a new Product** free of any defects, unless this is disproportionate given the nature of defect. If the defect concerns only a component, the Customer may request **such component replacement** only;
 - (b) **Defect removal** free of charge.
4. **Time-Limits for Handling Complaints.** If the Customer is a business, the Seller shall handle the complaint, incl. the defect, without undue delay, however no later than within 45 days after the complaint is made unless a different time-limit is agreed between the Seller and the Customer – consumer.
5. **Complaint Handling.** The complaint shall be deemed handled as soon as such fact is notified to the Customer by the Seller by telephone, SMS or to the email address indicated in the complaint. The Customer is obliged to collect the Product. Otherwise, the Seller shall charge a storage fee.
6. **Reimbursement of Costs.** The costs of making the complaint (such as costs of postal expenditure, transport) shall be borne by the Customer – business.

X. LICENSE TERMS AND CONDITIONS

1. **Subject-matter of License.** The subject-matter of license is the application to set up and control the 3D printer and to manage 3D prints in the DeltaControl Display device supplied, or in the Customer's own mobile device as selected by the Customer. Besides wireless connection to set up and control the 3D printer and to manage prints for which the Application was created, it also enables the user to monitor the printing process in the 3D printer using a built-in camera, or externally using a Webcam. The exact specifications of the Application functionality are provided in the 3D Printer Manual. The Customer acknowledges and agrees that the Seller does not keep records of cameras monitoring 3D prints and shall not be liable for any unauthorized use of camera records made using the Application by the Customer or any third party. The Customer acknowledges that the Seller shall be entitled to connect to the 3D printer (incl. access to cameras) without previous notice for the Customer, however solely and exclusively for the service diagnostics purposes using a remote access VPN (Remote Access, remote.it). The Seller hereby unconditionally undertakes not to use any records from cameras monitoring 3D prints obtained during the service diagnostics according to the previous sentence for its own purposes and shall not provide such records to any third party whatsoever.
2. **Application Availability.** The DeltaControl Application is installed in the TRILAB DeltaControl Display, which is supplied together with the Product, and it is also available, free of charge, for mobile devices with the iOS operating system in Apple App Store, and with the Android OS in Google Play. The WebControl Application is a web app and it starts automatically in the Customer's web browser after connecting to the valid printer IP or using the Bonjour protocol. Detailed settings of the WebControl Applications are provided in the 3D Printer Manual.
3. **Seller's Representations.** The Seller represents and warrants that it is the sole owner of the intellectual property rights in the Application and that this right of the Seller is not affected or restricted by anything or anyone, and that the Seller is entitled to grant a license under these Terms & Conditions. The Customer acknowledges that the Application is protected by copyright.
4. **License Agreement Conclusion.** In the case of the DeltaControl App, the License Agreement between the Seller and the Customer is concluded upon the start of the pre-installed Application in the DeltaControl Display, or upon the installation of the DeltaControl in the Customer's device, where applicable. In the case of the WebControl, the License Agreement between the Seller and the Customer is concluded upon the start of the WebControl Application in the Customer's web browser and upon the connection to the printer (hereinafter referred to as the **"License Agreement"**). These Terms & Conditions constitute an integral part of the License Agreement. By concluding the License Agreement, the Customer confirms that it was made aware of and accepts these Terms & Conditions.
5. **License Nature.** The license to the Application is granted to the Customer as a non-exclusive license without any territorial restrictions. The Customer is not obliged to use the License. If any upgrade, update, enhancement or any other modifications are made to the Application by the Seller, the License shall also apply to such modified Application. The use of the Application does not give rise to any title to or interest in the contents of the Application for the Customer.
6. **License Duration.** The license to the Application is provided to the Customer for an indefinite period of time unless otherwise agreed by the Parties.

7. **Use of Application by Customer.** The Customer is entitled to use the Application in both versions – mobile device application DeltaControl as well as web based WebControl application solely and exclusively for the purpose set forth in these Terms & Conditions. The Customer shall not perform any activity which may enable any unauthorized use of the DeltaControl application for the Customer or any third party. The Customer shall not be entitled to sub-license the DeltaControl application to third parties, and/or transfer or assign any of the rights and obligations arising from the License granted. The Customer acknowledged that scraping and reverse engineering is strictly forbidden. In addition, it is forbidden to modify, distribute, decompile, alter the code of, or reproduce the DeltaControl application, or any part thereof, and/or to analyze the DeltaControl application to reveal the principle of its functioning in order to create a similar product. On the other hand the WebControl Application is being developed and run under the rules of GNU Public Licence v3, thus with the respect to all rights and responsibilities associated with this license definition (<https://www.gnu.org/licenses/gpl-3.0.html>).

XI. SELLER'S LIABILITY

1. **E-shop and Application Availability.** The Customer acknowledges that the E-shop and Application may not be available 24x7, in particular with a view to necessary maintenance of the Seller's hardware and software, and/or necessary maintenance of third-party hardware and software. The Seller does not provide any warranty of 24x7 functionality, error-free operation and security of the E-shop and the Application.
2. **Use of E-shop and Application.** The Customer shall bear any and all risks relating to the use of the E-shop and the Application; the Customer shall bear real any and all responsibility for the use thereof and any and all liability for any damage caused by the use thereof. The Customer shall use the E-shop and the Application, taking any necessary precautions to avoid using the E-shop and Application in a manner which could result in a breach of legislation and/or third-party rights.
3. **Updates.** The Customer acknowledges that optimum functionality may be achieved by timely installation of updates released by the Seller. If updates are not installed, there may be errors in the Application and/or its malfunctioning.
4. **Liability for Damage.** To the extent permitted by the applicable law, the Seller shall not be liable for any damage or loss, whether direct or indirect, incurred in connection with the use of the Product, E-shop and the Application, and/or any damage or loss suffered due to temporary unavailability, whether partial or complete, of the E-shop and the Application. To the extent permitted by the applicable law, the Seller shall not be liable for any non-material loss (such as a loss of opportunity) incurred in connection with the use of the Product, E-shop and the Application. The Customer shall not be entitled to request from the Seller any compensation of loss, and the Customer shall not be entitled to any refund of the price paid under these Terms & Conditions, or any proportion thereof. The Seller shall not be liable for any loss or damage caused by (without limitation): (a) operational incidents caused by changes of the system environment made by the Customer and/or any third party; (b) failing to fulfil minimum system or other requirements for the operation of the Application; (c) any computer viruses on the Customer's local network or computers (spyware, malware, ransomware, etc.), e.g. by a hacker attack or another external attack; (d) any damage caused by malfunctioning of the Customer's technical equipment, operating system or network; (e) access code leaks to third parties; (f) unavailability of data and suspended access to the Application and/or the E-shop; (g) any unauthorized use of records of cameras monitoring 3D prints through the Application by the Customer or a third party for any purposes other than scanning the printing of the object in the 3D printer; (h) any unauthorized use of position information from GPS, if the Product enables such functionality, by the Customer or a third party. The Customer acknowledges that the Seller shall not be liable for consequences and damage and loss incurred from the use of information from the E-shop and the Application.

XII. CLOSING PROVISIONS

1. **Customer that is not a Consumer.** Provisions related to consumer protection pursuant to the legislation and these Terms & Conditions shall not apply to Customers who enter contractual relations with the Seller in the course of their business.
2. **Personal Data.** The Seller shall treat and process personal data of the Customers in compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 and Act No. 110/2019 Sb., on personal data processing, as amended. Information on personal data processing principles and procedures are contained in Personal Data Processing Information published at: <https://trilab3d.com/privacy-policy-cz/> and: <https://trilab3d.com/en/privacy-policy/>.
3. **Other Copyright.** The E-shop, Application, incl. any part thereof, such as texts, code, design, user interface and information architecture, are in the exclusive ownership of the Seller and they may not be used, copied, misused, resold or reproduced without the Seller's express written consent. Such rules shall apply to other copyright work provided to the Customer (user documentation, etc.).
4. **Language of Contract and these Terms & Conditions.** These Terms & Conditions are made in Czech and English language. In case of any discrepancy between the Czech and English version of these Terms & Conditions, the Czech version of the Terms & Conditions shall prevail. Any contract between the Customer – consumer is concluded (a) in Czech language in case the Customer – consumer places an order via <https://store.trilab3d.com>. The Seller shall archive concluded contracts, but they will not be available for Customers for technical reasons.

5. **E-shop Changes.** The Seller reserves the right to change or remove any part of the contents of the E-shop and the Application, and/or interrupt the operation of the E-shop and Application for an unlimited period of time.
6. **Choice of Law and Jurisdiction in case of Disputes.** Any contractual relations created between the Customer and the Seller under the Purchase Agreement or License Agreement under these Terms & Conditions shall be governed by the law of the Czech Republic, in particular by the Civil Code. Any disputes arising from the Purchase Agreement or the License Agreement shall be resolved by the Czech court whose territorial jurisdiction shall be determined according to the Seller's address.
7. **Complaint Dealing.** Customer complaints shall be dealt with via Seller's email address.
8. **Inspection.** The Seller shall be entitled to sell the Product on the basis of a trade license. Trade license inspection is performed by the competent Trade Licensing Authority. Supervision over personal data protection is performed by the Office for Personal Data Protection. The Czech Trade Inspection Authority performs, *inter alia*, supervision over the compliance with Act No. 634/1992 Sb., on consumer protection, as amended.
9. **Codes of Conduct.** The Seller is not bound by any codes of conduct with respect to the Customer within the meaning of Section 1826 (1) (e) of the Civil Code.
10. **Extrajudicial Consumer Dispute Resolution.** A Customer that is a consumer is entitled to extrajudicial dispute resolution. The subject of extrajudicial consumer dispute resolution is the Czech Trade Inspection Authority (www.coi.cz), registered office at Štěpánská 567/15, 120 00 Prague 2.
11. **Rules for Products.** The Seller reserves the right to alter Parties' rights and obligations for selected Products beyond the scope of these & Conditions. Such rules shall always be published at the website of the relevant Product and shall take precedence over the provisions of these & Conditions.
12. **Amendments.** The Seller is entitled to change unilaterally the Terms & Conditions, incl. the pricelist, to a reasonable extent. If the Customer wishes to purchase a Product from the E-shop, the Terms & Conditions valid at the date of sending the order shall apply. If the Customer uses the Application on the basis of any concluded License Agreement, the Seller shall be obliged to give a notice of any change to the Terms & Conditions at least 10 days before the new version of the Terms & Conditions in the E-shop takes effect. The Customer is recommended to read the current version of the Terms & Conditions published in the E-shop on a regular basis. The Customer who entered into the License Agreement with the Seller shall be entitled to reject such change of the Terms & Conditions by uninstalling the Application from its device, upon which the License Agreement shall be terminated. If the Customer does not reject the changes of the Terms & Conditions as duly notified to the Customer, the relationship from the License Agreement shall be governed by the new version of the Terms & Conditions. This provision shall be without prejudice to the rights and obligations arisen during the terms of validity and effect of the previous wording Terms & Conditions.