

## **General Terms and Conditions – all4longevity labs s.r.o.**

### **1 Introductory Provisions**

- 1.1 These General Terms and Conditions (hereinafter the “**GTC**”) govern, in accordance with Section 1751(1), Section 1746(2) et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “Civil Code”), the mutual rights and obligations arising in connection with or under a purchase agreement (hereinafter the “purchase agreement”) between the seller and the buyer (as these parties are defined below in these GTC) through the operator’s online store at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) (hereinafter the “e-shop”).
- 1.2 The operator of the e-shop at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) and the seller of the goods is the following company incorporated under Czech law:  
**all4longevity labs s.r.o.**,  
with its registered office at Vinohradská 938/37, 120 00 Prague,  
Company ID No. 23162384,  
VAT ID No. CZ23162384,  
registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 422385,  
e-mail: [info@longelite.com](mailto:info@longelite.com), telephone: +420 732 980 955  
(hereinafter the “**seller**”).
- 1.3 The buyer means any natural or legal person who has submitted a duly completed order for goods through the e-shop at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) (hereinafter the “**buyer**”).
- 1.4 The agreement may be concluded in Czech or English, depending on the language version of the e-shop selected by the buyer when submitting the order. These terms and conditions, the pre-contractual information and the confirmation of conclusion of the agreement are also made available to the buyer in the language in which the agreement is concluded. In the event of any discrepancy between the language versions, the Czech version shall apply to the relevant agreement.

### **2 User Account**

- 2.1 Following registration by the buyer on the website, the buyer may access their user interface. From the user interface, the buyer may order goods (hereinafter the “**user account**”). Where permitted by the websites [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com), the buyer may also order goods directly from those websites without registration.
- 2.2 When registering a user account and ordering goods, the buyer must provide all information correctly and truthfully. The customer must update the information stated

in the user account whenever it changes. The seller shall consider the information provided by the buyer in the user account and when ordering goods to be correct.

- 2.3 Access to the user account is secured by a username—the buyer’s e-mail address—and a password. The buyer must keep confidential all information necessary to access the user account.
- 2.4 The buyer may not allow third parties to use the user account.
- 2.5 The seller may cancel the user account, in particular if the buyer has not used the user account for more than one year or if the buyer breaches any obligation arising from the purchase agreement (including these terms and conditions).
- 2.6 The buyer acknowledges that the user account may not be continuously available, in particular due to necessary maintenance of the seller’s hardware and software or necessary maintenance of third-party hardware and software.

### **3 Sale of Goods – Conclusion of the Purchase Agreement**

- 3.1 The seller makes information about goods offered for sale available through the e-shop at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) or, where applicable, through other online sales tools.
- 3.2 The seller’s e-shop allows customers, in particular, to browse the goods currently offered, including the prices of individual goods, search for requested items and order selected goods. The prices of goods include value added tax. This provision does not affect the seller’s ability to conclude a purchase agreement on individually agreed terms. If an obviously incorrect price is displayed in the e-shop or in the draft order, the seller is not obliged to supply the goods to the buyer at that price, even if the buyer has received an order confirmation and the agreement has therefore been concluded; in such a case, the seller is entitled to contact the buyer without delay and send the buyer an offer to amend the agreement in a form differing from the order. In such a case, the amendment to the agreement is agreed when the buyer accepts the offer. If the buyer does not accept the offer within three days of its dispatch, the seller is entitled to withdraw from the concluded agreement. An obvious pricing error includes, for example, a situation where the price does not correspond to the usual price charged by other sellers or where a digit is missing or has been added.
- 3.3 All presentations of goods on the e-shop websites at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) are for information purposes only, and the seller is not obliged to conclude a purchase agreement in respect of such goods. Section 1732(2) of the Civil Code shall not apply.
- 3.4 The buyer orders goods electronically via the internet using a form created specifically for that purpose (hereinafter the “**order form**”). The **order form** includes, in particular, information on: (i) the goods ordered and their quantity, (ii) the method of delivery of the ordered goods, including information on delivery costs, (iii) the method of payment of the purchase price of the goods, and (iv) the personal data necessary for the proper conclusion of the agreement and delivery of the ordered goods.

- 3.5 The buyer submits the **order** form to the seller by clicking the button labelled “Order with obligation to pay” or another corresponding unambiguous wording (hereinafter the “**order**”). In the case of a subscription **order**, the button is labelled “Confirm **order** and pay”. The seller shall consider the information stated in the **order** to be correct.
- 3.6 Before submitting the order, the buyer may review and amend all information entered in the order.
- 3.7 The seller shall confirm receipt of the order to the buyer without undue delay. The purchase agreement is concluded when the seller’s order confirmation is delivered to the buyer. Following conclusion of the agreement, the seller shall provide the buyer, in textual form, with confirmation of the concluded agreement, these GTC and any special terms applicable to the order (in particular the Subscription Terms).
- 3.8 After conclusion of the agreement, the seller may withdraw from the agreement only where performance is objectively impossible, in particular where the goods have ceased to be manufactured, have been withdrawn from the market or another circumstance has arisen which the seller could not reasonably influence or overcome, in particular where the price charged by the supplier or manufacturer of the goods has changed significantly, or for other reasons specified in these GTC. If such a situation arises, the seller shall contact the buyer without delay in order to agree on the next steps.
- 3.9 The seller shall inform the buyer of the withdrawal without undue delay and shall refund all funds received from the buyer under the agreement within 14 days.
- 3.10 The seller further reserves the right to reject an order from a buyer who has previously failed to pay duly and on time for goods ordered on a binding basis, or to withdraw from an agreement already concluded for that reason.
- 3.11 By submitting the order, the buyer confirms that, before submitting it, the buyer became acquainted with these GTC, which were made available during the ordering process through a link enabling them to be displayed and saved, and that the buyer agrees to their application. These GTC form an integral part of the purchase agreement. The seller shall provide the buyer, in textual form, with the version of the GTC valid and effective at the time the purchase agreement is concluded.
- 3.12 The buyer agrees to the use of means of distance communication for the conclusion of the purchase agreement. The buyer shall bear the costs incurred by the buyer in using means of distance communication in connection with the conclusion of the purchase agreement (internet connection costs and telephone call charges).

#### **4 Delivery and Payment of the Purchase Price**

- 4.1 Where a purchase agreement is concluded in the manner set out in Article 3 of these GTC, the seller shall deliver the goods by the method selected by the buyer.
- 4.2 Where the goods are delivered by a carrier, the buyer shall pay, in addition to the price of the goods, the delivery costs (shipping fee) in the amount stated for the delivery method selected by the buyer during the ordering process. If the buyer selects cash on

delivery as the payment method (where permitted by the e-shop), the buyer shall also pay the cash-on-delivery fee stated during the ordering process. The amount of the delivery costs and any cash-on-delivery fee is displayed to the buyer before the order is submitted and is included in the total order price. The seller does not charge separately for the costs of packaging the goods; these are included in the shipping fee.

- 4.3 The goods are delivered to the place selected by the buyer in the order, in particular to the address specified by the buyer, to the selected pickup point or to a self-service parcel locker. The buyer takes delivery of the goods by accepting them from the carrier, collecting them at the pickup point or collecting them from the self-service parcel locker. Depending on the selected delivery method, receipt of the goods may be recorded by the buyer's signature, use of a collection code, an electronic record made by the carrier or another method customary for the relevant delivery method. If, at the buyer's special request, the buyer selects a carrier not offered by the seller, the goods are handed over to the buyer upon their delivery to that carrier; this does not affect the buyer's rights against the carrier. Any additional costs associated with a special delivery method requested by the buyer shall be borne by the buyer, provided the buyer was informed of their amount in advance and agreed to them.
- 4.4 The buyer may pay the seller the price of the goods and any costs associated with delivery of the goods under the purchase agreement by the following methods:
- (a) online payment by card. In such a case, payment is processed through the Shoptet Pay payment gateway and is governed by the terms of that payment gateway, available at: <https://www.shoptetpay.com/cs/vseobecne-obchodni-podminky-shoptet-pay/>. The buyer shall pay subscription payments exclusively through the GoPay payment gateway, and payment is governed by the terms of that payment gateway, available at: <https://help.gopay.com/cs/tema/cenik-a-obchodni-podminky/aktualni-cenik-a-obchodni-podminky>. In the case of online card payment, the total price is due within two days.
  - (b) by bank transfer to an account. Payment details shall be sent to the buyer as part of the order confirmation. In the case of payment by bank transfer, the total price is due within two days of submission of the order.
  - (c) cash on delivery, where offered by the e-shop. In such a case, payment shall be made upon delivery of the goods against handover of the goods. In the case of cash on delivery, the total price is due upon receipt of the goods.
  - (d) in cash upon personal collection. The goods may be paid for in cash when collected from our business premises (where this option is offered in the e-shop). In the case of payment in cash upon personal collection, the total price is due upon receipt of the goods.
- 4.5 Any discounts on the price of the goods granted by the seller to the buyer may not be combined.
- 4.6 Where customary in business dealings or required by generally binding legislation, the seller shall issue the buyer a tax document—an invoice—in respect of payments made

under the purchase agreement. The seller is a payer of value added tax. The seller shall issue the tax document—invoice—to the buyer after payment of the price of the goods and send it to the buyer electronically.

## **5 Gift Vouchers**

- 5.1 By ordering a gift voucher, the buyer concludes an agreement with the seller for the purchase of the gift voucher. This agreement is concluded when the order confirmation is delivered to the buyer's e-mail address.
- 5.2 The gift voucher is issued after its price has been paid and is delivered electronically to the e-mail address specified by the buyer in the order. The gift voucher is deemed delivered when it is sent to that e-mail address. The provisions of these GTC concerning carriage and physical receipt of goods do not apply to an electronic gift voucher.
- 5.3 A gift voucher is valid for a maximum of 12 months from the date of issue. The specific date by which the gift voucher may be redeemed is stated directly on the gift voucher.
- 5.4 During its period of validity, a gift voucher may be used to pay the purchase price of goods offered by the seller in the online store by entering the voucher's unique code during the ordering process. Redeeming a gift voucher only applies its value towards payment of the purchase price. The purchase agreement for the selected goods is concluded separately in the manner and at the time specified in these GTC.
- 5.5 If the purchase price of the ordered goods exceeds the value of the gift voucher, the buyer shall pay the relevant difference using one of the payment methods offered. The voucher must be used in a single transaction; the order value must be equal to or greater than the value of the voucher.
- 5.6 The gift voucher must be redeemed no later than on the last day of its validity. After expiry, it cannot be redeemed and its unused value shall not be refunded or paid out in cash.
- 5.7 Neither the gift voucher nor any unused portion of it may be exchanged for cash. A gift voucher may be used to pay delivery costs and may be combined with discount codes or other benefits.
- 5.8 At the request of the holder of a gift voucher, the seller may extend its validity but is not obliged to grant such a request.

## **6 Delivery of Goods and Transfer of the Risk of Damage to the Goods**

- 6.1 The goods shall be delivered to the buyer by the method selected by the buyer, who may choose from the following options (depending on whether the relevant option is available in the e-shop):
  - (a) personal collection at business premises listed in the list of business premises—currently unavailable;

- (b) personal collection at pickup points operated by Zásilkovna, Balíkovna, GLS, DPD or PPL;
  - (c) delivery by Česká pošta, PPL, Packeta (Zásilkovna), GLS or DPD.
- 6.2 The goods may be delivered within the Czech Republic and the Slovak Republic and, where applicable, to other Member States of the European Union to the extent that such an option is available in the e-shop at the time of the order.
- 6.3 The delivery time for the goods always depends on their availability and the selected delivery and payment methods. The estimated delivery time shall be communicated to the buyer in the order confirmation. Any time stated in the e-shop is indicative only and may differ from the actual delivery time. In the case of personal collection at business premises, the buyer shall be informed by e-mail when the goods are ready for collection.
- 6.4 After receiving the goods from the carrier, the buyer must check that the packaging of the goods is intact and, if any defect is found, notify the carrier and the seller without delay. If the packaging is damaged in a manner indicating unauthorised handling of or access to the consignment, the buyer is not obliged to accept the goods from the carrier.
- 6.5 If the buyer breaches the obligation to accept the goods, except in the cases referred to in Article 6.4 of these GTC, this shall not constitute a breach of the seller's obligation to deliver the goods. At the same time, the buyer's failure to accept the goods shall not be deemed a withdrawal from the agreement by the buyer. In such a case, however, the seller shall be entitled to withdraw from the agreement on the grounds of a material breach of the agreement by the buyer. If the seller decides to exercise this right, the withdrawal shall take effect on the date it is delivered to the buyer. Withdrawal from the agreement shall not affect the seller's claim for payment of delivery costs or, where applicable, the seller's claim for damages, if any.
- 6.6 If, for reasons attributable to the buyer, the goods have to be delivered repeatedly or by a method other than that agreed in the agreement, the buyer must reimburse the seller for the costs associated with such repeated delivery. The seller shall send the payment details for payment of these costs to the buyer's e-mail address stated in the agreement, and the costs are due within 14 days of delivery of the e-mail.
- 6.7 The risk of damage to the goods passes to the buyer when the buyer takes delivery of them. If the buyer fails to take delivery of the goods, except in the cases referred to in Article 6.4, the risk of damage to the goods passes to the buyer when the buyer had the opportunity to take delivery but failed to do so for reasons attributable to the buyer. Transfer of the risk of damage to the goods means that, from that moment, the buyer bears all consequences associated with the loss, destruction, damage or any deterioration of the goods.
- 6.8 If the goods were not stated to be in stock in the e-shop and an indicative availability period was given, the seller shall always inform the buyer in the event of:

- (a) an extraordinary interruption in the manufacture of the goods, in which case the seller shall always inform the buyer of the new expected availability date or that the goods cannot be supplied;
- (b) a delay in delivery of the goods by the seller's supplier, in which case the seller shall inform the buyer of the new expected delivery date. If, for any reason, the seller is unable to deliver the goods to the buyer within 30 days after expiry of the estimated delivery period stated in the order confirmation, either party is entitled to withdraw from the agreement.

## **7 Rights Arising from Defective Performance**

- 7.1 The rights and obligations of the parties arising from defective performance are governed by the applicable generally binding legislation, in particular Sections 1914 to 1925 and Sections 2099 to 2117 of the Civil Code and, in the case of a buyer who is a consumer, Sections 2158 to 2174 of the Civil Code.
- 7.2 The seller shall be liable to the buyer for the goods being free from defects at the time the risk of damage to the goods passes and, in particular, for the goods:
  - (a) have the characteristics agreed between the seller and the buyer or, where no characteristics were expressly agreed, the characteristics stated by the seller in the description of the goods or those that may be expected having regard to the nature of the goods;
  - (b) are suitable for the purposes stated by the seller or for purposes for which goods of this type are normally used;
  - (c) correspond in quality or workmanship to the agreed sample, where the quality or workmanship was determined by reference to a sample;
  - (d) are supplied in the appropriate quantity and weight;
  - (e) meet the requirements imposed on them by legislation;
  - (f) are not encumbered by third-party rights.
- 7.3 If the goods are defective, a buyer who is a consumer may require the defect to be remedied. At the buyer's option, the buyer may require delivery of new defect-free goods or repair of the goods, unless the chosen method of remedy is impossible or, compared with the alternative method, disproportionately costly; this shall be assessed in particular with regard to the significance of the defect, the value the goods would have had without the defect and whether the defect can be remedied by the alternative method without significant inconvenience to the buyer.
- 7.4 The seller may refuse to remedy the defect if doing so is impossible or disproportionately costly, in particular having regard to the significance of the defect and the value the goods would have had without the defect.

- 7.5 The seller shall remedy the defect free of charge, within a reasonable period after it has been notified and without causing significant inconvenience to the buyer. For the purpose of remedying the defect, the seller shall take over the goods at its own expense.
- 7.6 The buyer may require a reasonable reduction in the price or withdraw from the agreement if:
- (a) the seller has refused to remedy the defect or has failed to remedy it properly and in due time;
  - (b) the defect recurs;
  - (c) the defect constitutes a material breach of the agreement; or
  - (d) it is apparent from the seller's statement or from the circumstances that the defect will not be remedied within a reasonable period or without significant inconvenience to the buyer.
- 7.7 A reasonable reduction in the price shall be determined as the difference between the value of defect-free goods and the value of the defective goods received by the buyer. The buyer may not withdraw from the agreement if the defect in the goods is insignificant; it shall be presumed that the defect is not insignificant.
- 7.8 The buyer may notify the seller of a defect that becomes apparent in the goods within two years of receipt. If the defect becomes apparent within one year of receipt, the goods shall be presumed to have been defective upon receipt, unless the nature of the goods or of the defect precludes this. If, in accordance with legislation, a period during which the goods may be used is stated on the goods, their packaging, the instructions accompanying the goods or in advertising (in the case of food supplements and food, in particular the best-before date or use-by date), the provisions on a warranty of quality shall apply and the period for notifying a defect in quality shall expire at the end of that period.
- 7.9 The buyer shall exercise rights arising from defective performance against the seller by sending an e-mail or letter to the seller's addresses stated in its identification details; the buyer may use the model complaint form attached as Annex 1. If the complaint is justified, the buyer is entitled to reimbursement of costs reasonably incurred, which the buyer must substantiate (for example by a receipt or proof of the delivery cost).
- 7.10 When a complaint is made, the seller shall issue the buyer a written confirmation stating the date on which the complaint was made, its substance, the method of resolution requested by the buyer and the buyer's contact details for the purpose of providing information on the resolution of the complaint.
- 7.11 The seller shall resolve the complaint, including remedying the defect, and inform the buyer thereof no later than 30 days from the date on which the complaint was made, unless the parties agree on a longer period. If this period expires without the complaint having been resolved, the buyer may withdraw from the agreement or require a reasonable reduction in the price. The seller shall issue the buyer a confirmation stating



the date and method of resolution of the complaint or, where applicable, written reasons for rejecting it.

- 7.12 If the buyer is an entrepreneur, the buyer's rights arising from defective performance are governed by Sections 2099 to 2117 of the Civil Code. An entrepreneur must notify the seller of a defect without undue delay after the entrepreneur could have discovered it through timely inspection and sufficient care, but no later than three days after receipt of the goods. The provisions of this Article expressly stipulated for the benefit of consumers do not apply to entrepreneurs.
- 7.13 The provisions concerning rights arising from defects do not apply in the case of:
- (a) goods sold at a lower price, in respect of the defect for which the lower price was agreed;
  - (b) wear and tear caused by normal use of the goods;
  - (c) used goods, in respect of a defect corresponding to the degree of use or wear that the goods had when received by the buyer;
  - (d) cases where this follows from the nature of the goods.

## **8 Withdrawal from the Purchase Agreement**

- 8.1 Withdrawal from the agreement, meaning termination of the contractual relationship between the seller and the buyer from its inception, may occur on the grounds and in the manner set out in this Article or in other provisions of the GTC expressly providing for withdrawal.
- 8.2 If the buyer is a consumer, i.e. a person purchasing goods outside the scope of the buyer's business activities or outside the independent practice of the buyer's profession, the buyer has the right to withdraw from the agreement without giving any reason within 14 days. The period runs from the date of receipt of the goods; where the subject matter of the agreement is several types of goods or delivery of several parts of the goods, from receipt of the final delivery; and where the subject matter of the agreement is a regular recurring delivery of goods, from receipt of the first delivery. The withdrawal period is deemed to have been observed if, during that period, the buyer sends the seller notice that the buyer is withdrawing from the agreement.
- 8.3 The buyer may withdraw from the agreement by any unambiguous statement made to the seller, in particular by sending an e-mail or letter to the seller's addresses stated in its identification details; the buyer may also use the model form attached as Annex 2. If the seller allows withdrawal through an online form or a similar online function available on its website (in particular the "**Withdraw from the agreement**" button in the My Order section), the buyer may use that function. The seller shall confirm receipt of a withdrawal submitted through an online form or a similar online function to the buyer without undue delay in textual form.
- 8.4 However, even a consumer may not withdraw from the agreement where its subject matter is:

- (a) goods whose price depends on fluctuations in the financial market beyond the seller's control and which may occur during the withdrawal period;
- (b) the supply of alcoholic beverages which may be delivered only after 30 days and whose price depends on fluctuations in the financial market beyond the seller's control;
- (c) goods made to the buyer's specifications or clearly personalised for the buyer;
- (d) goods liable to deteriorate rapidly or goods which, after delivery, have been irreversibly mixed with other goods;
- (e) goods in sealed packaging which are not suitable for return for health-protection or hygiene reasons once the buyer has broken the seal. This applies in particular to food supplements where the consumer has broken the protective film, seal, safety closure or other sealed hygienic packaging protecting the contents of the product. Merely opening the transport packaging of the consignment or the outer packaging of the product shall not be deemed to constitute breaking sealed packaging, provided that its hygienic or protective seal remains intact;
- (f) the supply of an audio or video recording or computer software where the original packaging has been unsealed;
- (g) the supply of newspapers, periodicals or magazines;
- (h) the supply of digital content where it was not supplied on a tangible medium and was supplied with the buyer's prior express consent before expiry of the withdrawal period and the seller informed the buyer that, in such a case, the buyer has no right to withdraw from the agreement.

8.5 In the event of withdrawal from the agreement, the seller shall refund the price to the buyer within 14 days from the date on which the withdrawal takes effect, to the account from which the payment was credited or, where applicable, to the account specified by the buyer in the withdrawal notice. However, the amount shall not be refunded before the buyer returns the goods to the seller or proves that the goods have been dispatched. The buyer must return the goods clean and, where possible, including the original packaging.

8.6 In the event of withdrawal from the agreement under Article 8.2 of the GTC, the buyer must send the goods to the seller within 14 days of withdrawal and shall bear the costs of returning them. Conversely, the buyer is entitled to reimbursement by the seller of the delivery charge, but only up to the amount corresponding to the least expensive delivery method offered. If the buyer withdraws because of a breach of the agreement by the seller, the seller shall also bear the costs of returning the goods, again only up to the amount of the delivery charge corresponding to the least expensive delivery method offered.

8.7 The buyer is liable to the seller only for any reduction in the value of the goods resulting from handling the goods in a manner other than was necessary to establish their nature, characteristics and functionality. The seller is entitled to set off against the

buyer's claim for reimbursement of the purchase price any properly reasoned and substantiated claim for compensation for such reduction in value.

- 8.8 The seller is entitled to withdraw from the agreement at any time before delivery of the goods if there are objective reasons why the goods cannot be delivered (in particular reasons attributable to third parties or arising from the nature of the goods), including before expiry of the period referred to in Article 6.8 of the GTC. The seller may also withdraw from the agreement if the buyer has intentionally provided incorrect information in the order. If the buyer purchases the goods as part of the buyer's business activities (as an entrepreneur), the seller is entitled to withdraw from the agreement at any time, even without stating a reason.

## **9 Other Rights and Obligations of the Parties**

- 9.1 The buyer acquires title to the goods upon payment of the full purchase price of the goods.
- 9.2 The seller is not bound in relation to the buyer by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.

## **10 Resolution of Consumer Disputes**

- 10.1 If a dispute arises in connection with a purchase agreement concluded through the e-shop between the seller, on the one hand, and a buyer who is a consumer, on the other hand, and the parties are unable to resolve the dispute by agreement, the buyer has the right to refer such dispute (hereinafter a “**consumer dispute**”) to the competent out-of-court dispute resolution body, which is:

Czech Trade Inspection Authority

Central Inspectorate – ADR Department

Gorazdova 1969/24

120 00 Prague 2

E-mail: [adr@coi.cz](mailto:adr@coi.cz)

Website: [adr.coi.cz](http://adr.coi.cz)

- 10.2 Out-of-court resolution of a consumer dispute may be commenced solely on the buyer's application, provided that the buyer was unable to resolve the consumer dispute through direct negotiations with the seller, which the buyer must document in the application. The buyer may submit the application to the Czech Trade Inspection Authority no later than one year from the date on which the buyer first exercised against the seller the right that is the subject matter of the dispute.
- 10.3 At the buyer's option, a consumer dispute may also be resolved online through the online dispute resolution platform, known as the ODR platform. The contact point within the meaning of Article 8(1) of Regulation (EU) No 524/2013 of the European Parliament and of the Council on online dispute resolution for consumer disputes is

the European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, website: <http://www.evropskyspotrebitel.cz>.

- 10.4 Submission of such an application does not affect the buyer's right to refer the consumer dispute to the competent court at any stage.
- 10.5 Further information on out-of-court dispute resolution is available on the website of the Czech Trade Inspection Authority at <https://www.coi.cz/informace-o-adr/>.

## **11 Final Provisions**

- 11.1 The contractual relationship between the seller and the buyer is governed by these GTC and, to the extent not regulated by them, by the laws of the Czech Republic, in particular the Civil Code and Act No. 634/1992 Coll., on Consumer Protection, as amended, even where the relationship contains an international element. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. If the buyer is a consumer, this choice of law shall not deprive the buyer of the protection afforded by provisions of the law of the country in which the buyer has their habitual residence from which the parties may not derogate by agreement, provided that the conditions for their application are met.
- 11.2 The seller is entitled to amend these GTC at any time or replace them with a new version. A new version of the GTC shall apply exclusively to purchase agreements concluded on the basis of orders submitted by buyers on or after the effective date of the new version of the GTC. Purchase agreements concluded on the basis of orders submitted before that date shall be governed by the version of the GTC effective at the time the relevant order was submitted. An amendment to the GTC shall not affect rights and obligations arising from agreements concluded on the basis of orders submitted previously. The current version of the GTC is published on the seller's website together with its effective date.
- 11.3 Special arrangements between the seller and the buyer that deviate from these GTC shall prevail.
- 11.4 The contractual relationship between the customer and the operator of which these GTC form part shall not be subject to Section 1793 of the Civil Code (gross disparity) or Section 1796 of the Civil Code (usury), where the customer acts within the scope of the customer's business activities or profession (hereinafter "**entrepreneurs**"). Both the seller and a buyer who is an entrepreneur assume the risk of a change of circumstances within the meaning of Section 1765 of the Civil Code.
- 11.5 A reply by the buyer containing an addition or deviation within the meaning of Section 1740(3) of the Civil Code shall not constitute acceptance of an offer to conclude an agreement, even if it does not materially alter the terms of the offer.
- 11.6 The seller and the buyer jointly declare that they do not wish any rights or obligations, beyond the express provisions of these GTC, the order or its confirmation or, where applicable, a written agreement, to be inferred from any past or future practice established between the parties or from any customs observed generally or in the

relevant sector in relation to the subject matter of performance under their contractual relationship, unless otherwise agreed in writing. In addition to the foregoing, the parties confirm that they are not aware of any business customs or practices previously established between them.

- 11.7 All information on personal data protection, in particular the purposes and methods of processing and your rights in connection with the processing of your personal data, is available at [www.longelite.cz](http://www.longelite.cz) and [www.longelite.com](http://www.longelite.com) in the Information on Personal Data Processing section.
- 11.8 The e-shop uses cookies which collect information enabling the Operator and third parties to understand how visitors and users use the e-shop and to optimise its operation on that basis. Further information on the use of cookies is provided in the Information on Personal Data Processing document.
- 11.9 If any provision of these GTC is or becomes non-existent, invalid, ineffective or unenforceable, it shall be replaced by a provision whose meaning most closely approximates that of the non-existent, invalid, ineffective or unenforceable provision. The non-existence, invalidity, ineffectiveness or unenforceability of one provision shall not affect the validity of the remaining provisions of the GTC, provided that they are severable from that provision.
- 11.10 The seller and the buyer undertake first to seek an amicable resolution of all disputes arising from this contractual relationship. If a dispute is not resolved amicably within a reasonable period, either party may refer it to the court having subject-matter and territorial jurisdiction. This does not affect the special rules on court jurisdiction established for consumer protection or the consumer's right to out-of-court resolution of a consumer dispute.
- 11.11 The GTC include a model complaint form and a model withdrawal form as annexes.
- 11.12 These GTC are issued in Czech and, for the English-language version of the e-shop, in English, and are effective from 13 July 2026.

## **SPECIAL SUBSCRIPTION TERMS**

### **1 Introductory Provisions**

- 1.1 These Special **Subscription Terms** (hereinafter the “**Subscription Terms**”) govern the rights and obligations arising from the regular and recurring supply of goods by the seller, all4longevity labs s.r.o., with its registered office at Vinohradská 938/37, 120 00 Prague, Company ID No. 23162384, VAT ID No. CZ23162384, registered in the Commercial Register maintained by the Municipal Court in Prague under file No. C 422385, e-mail info@longelite.com, telephone +420 732 980 955, through the online store at www.longelite.cz and www.longelite.com.
- 1.2 The Subscription Terms supplement the seller’s General Terms and Conditions (hereinafter the “**GTC**”). Matters not expressly regulated by these Subscription Terms are governed by the **GTC** and the applicable legislation.
- 1.3 In the event of any conflict between the Subscription Terms and the GTC, the Subscription Terms shall prevail in matters relating to subscriptions.

### **2 Nature of the Subscription**

- 2.1 A subscription means an agreement under which the seller undertakes to supply the selected goods to the buyer regularly at the interval selected by the buyer when placing the order, and the buyer undertakes to pay the price of each regular delivery.
- 2.2 The subscription constitutes a single long-term contractual relationship comprising individual regular deliveries of goods. Each regular delivery does not constitute a separate renewal of the subscription.
- 2.3 The subscription is concluded for an indefinite term; it is not subject to a minimum term or a minimum number of deliveries.
- 2.4 The buyer may cancel the subscription at any time, without giving any reason and without penalty, in accordance with Article 9 of these Subscription Terms.

### **3 Information Before Conclusion of the Subscription**

- 3.1 Before the order is submitted, the buyer is clearly and prominently shown, in particular:
  - (a) the description and quantity of the goods included in one regular delivery;
  - (b) the selected interval of regular deliveries;
  - (c) the price of the first delivery, including value added tax;
  - (d) the price of each subsequent delivery, including value added tax;
  - (e) the delivery costs charged for each delivery;
  - (f) the total amount charged for one delivery;
  - (g) information that the subscription is concluded for an indefinite term, without a minimum term and with recurring payments;

(h) the method by which the subscription may be cancelled.

3.2 If the first delivery is offered at a discounted price, the price of the first delivery, the price of subsequent deliveries and the time from which the price of subsequent deliveries will be charged must be stated separately and clearly before the order is submitted.

3.3 Before submitting the order, the buyer must be given the opportunity to review and correct all order information.

#### **4 Conclusion of the Subscription Agreement**

4.1 The buyer submits the subscription order by clicking the button labelled “**Confirm order and pay**” or another corresponding unambiguous wording.

4.2 By submitting the order, the buyer expressly acknowledges that:

- (a) the buyer is entering into a subscription for an indefinite term;
- (b) the seller will send the selected goods to the buyer at regular intervals;
- (c) the price of each regular delivery will be charged repeatedly using the selected payment method; and
- (d) the subscription continues until it is cancelled or terminated by the buyer or the seller in accordance with these Subscription Terms.

4.3 The subscription agreement is concluded when the order confirmation is delivered to the buyer’s e-mail address.

4.4 Without undue delay, the seller shall send the buyer confirmation of conclusion of the subscription, an order summary, the GTC and these Subscription Terms in a textual form that allows them to be saved and reproduced without alteration.

#### **5 Subscription Price**

5.1 The buyer shall pay the price of each regular delivery applicable to the buyer’s subscription and the associated delivery costs.

5.2 The price and delivery costs are always stated inclusive of all taxes and fees. The seller may not charge the buyer any additional payment to which the buyer has not expressly agreed in advance.

5.3 Any benefit granted for purchasing by subscription applies only to deliveries made during the term of the subscription. Cancellation of the subscription does not oblige the buyer to pay, in respect of goods already delivered, the difference compared with the price of a one-off purchase.

5.4 Cancellation of the subscription does not retroactively affect the price of goods already dispatched to the buyer.

## **6 Recurring Payments**

- 6.1 By submitting the order, the buyer consents to the recurring charging of the price of individual deliveries and the associated delivery costs through the payment method selected when placing the order.
- 6.2 Payment for each regular delivery may be made no earlier than a reasonable period before its scheduled dispatch.
- 6.3 The date of the next scheduled payment and the amount to be charged are available to the buyer in the user account or in the subscription management interface.
- 6.4 Cancellation of the subscription terminates the seller's authorisation to make further recurring charges, except for payment for goods that were handed over to the carrier before the cancellation took effect.

## **7 Failed Payment**

- 7.1 If a recurring payment cannot be processed, the seller shall inform the buyer without undue delay and allow the buyer to update the payment details or make payment using another method offered.
- 7.2 The seller is entitled to retry the payment to a reasonable extent. The buyer shall not be charged any fee for retrying the payment or for an unsuccessful payment attempt.
- 7.3 Until the relevant delivery has been paid for, the seller is not obliged to dispatch it.
- 7.4 If payment still cannot be processed within 30 days of the first unsuccessful attempt, the seller may terminate the subscription. The buyer shall not be obliged to pay for goods that have not been dispatched to the buyer.

## **8 Regular Deliveries**

- 8.1 The seller dispatches individual deliveries at the interval selected by the buyer. The specific dispatch date may reasonably vary, in particular due to weekends, public holidays, availability of the goods or the carrier's operations.
- 8.2 Without the buyer's express consent, the seller is not entitled to replace the ordered goods with another product, change the quantity of the goods or materially change their composition.
- 8.3 If a regular delivery cannot be made, the seller shall inform the buyer without undue delay. The buyer shall not be charged for a delivery that is not made; if payment has already been made, the seller shall refund it without undue delay.
- 8.4 The seller may offer the buyer a substitute product; however, it may be supplied only with the buyer's express consent.

## **9 Cancellation of the Subscription by the Buyer**

- 9.1 The buyer may cancel the subscription at any time, without giving any reason, without a notice period and without any fee:



- (a) through the “Manage subscription” function in the user account or through a link sent to the buyer; or
  - (b) by e-mail sent to [info@longelite.com](mailto:info@longelite.com).
- 9.2 The buyer’s statement must make clear which subscription the cancellation concerns. The buyer is not required to use a prescribed form.
- 9.3 If the cancellation of the subscription is delivered before the next delivery is handed over to the carrier, the seller shall not dispatch that delivery; if payment for it has already been made, the seller shall refund it to the buyer without undue delay.
- 9.4 If the cancellation is delivered only after the relevant delivery has been handed over to the carrier, it shall apply to all subsequent deliveries. This does not affect the buyer’s rights to withdraw from the agreement or rights arising from defective performance.
- 9.5 The seller shall confirm cancellation of the subscription to the buyer without undue delay in textual form.

## **10 Price Changes**

- 10.1 The seller may change the price of future deliveries only for a reasonable and objective reason, in particular in the event of:
  - (a) a change in the value added tax rate or another statutory obligation;
  - (b) a demonstrable change in the purchase price of the goods, raw materials, packaging, transport or payment services;
  - (c) a significant change in an exchange rate affecting the cost of acquiring the goods; or
  - (d) a change in legal or regulatory requirements applicable to the goods.
- 10.2 A price change must be proportionate to the reason for which it is made.
- 10.3 The seller shall notify the buyer individually at the buyer’s e-mail address of the price change, the reason for it, the new price and the effective date at least 30 days before the change takes effect.
- 10.4 The buyer may reject the price change and cancel the subscription free of charge by the day preceding the effective date of the change. In such a case, the subscription shall end no later than upon expiry of the period already paid for.
- 10.5 A price change does not affect a delivery that has already been paid for.

## **11 Changes to the Goods or the Subscription Terms**

- 11.1 A material change to the type, quantity, composition or principal characteristics of the subscribed goods is possible only with the buyer’s express consent.
- 11.2 If the seller ceases to manufacture or sell the subscribed goods, the seller may terminate the subscription or offer the buyer other goods. Substitute goods may not be dispatched or charged for without the buyer’s consent.

## **12 Termination of the Subscription by the Seller**

12.1 The seller may terminate the subscription in particular if:

- (a) the subscribed goods cease to be manufactured or available;
- (b) payment repeatedly cannot be processed;
- (c) for reasons connected with a price change as set out in Article 10 of these Subscription Terms;
- (d) the buyer materially or repeatedly breaches the agreement; or
- (e) there is another objective reason for which the subscription cannot fairly be continued.

12.2 Unless the reason is a material breach of the buyer's obligations or a payment failure continuing for an extended period, the seller shall notify the buyer of termination of the subscription at least 30 days in advance.

12.3 The seller shall refund the buyer all amounts received for goods that will not be delivered.

## **13 Withdrawal from the Subscription Agreement**

13.1 The conditions for withdrawal from the subscription agreement are governed by Article 8 of the GTC.

13.2 If the buyer is a consumer, the buyer's right to withdraw from the subscription agreement is governed by the conditions, procedure and consequences of withdrawal set out in Article 8 of the GTC, including the exceptions to the right of withdrawal stated there. The buyer may also use the model withdrawal form annexed to the GTC.

13.3 The subscription agreement constitutes a single agreement under which the seller provides the buyer with regular recurring deliveries of goods for the term of the subscription. Individual regular deliveries of goods do not constitute separate purchase agreements. A consumer may withdraw from the subscription agreement from the time it is concluded until the expiry of 14 days from the day on which the consumer, or a third party designated by the consumer other than the carrier, takes receipt of the first delivery of goods. Receipt of subsequent regular deliveries of goods does not start a new period for withdrawal from the subscription agreement.

13.4 Cancellation of the subscription under Article 9 of these Subscription Terms is not withdrawal by the consumer from the agreement under Section 1829 of the Civil Code and operates only for the future. Cancellation of the subscription does not affect rights and obligations relating to deliveries made before the cancellation took effect. The buyer's right to cancel the subscription under Article 9 is not affected by, and does not replace or limit, the buyer's statutory right of withdrawal.

## **14 Rights Arising from Defective Performance**

- 14.1 Rights arising from defective performance shall be assessed separately for each individual delivery.
- 14.2 Neither termination of the subscription nor withdrawal from the agreement affects the buyer's rights in respect of defects in goods delivered to the buyer.
- 14.3 A complaint may be made in the manner specified in the GTC and the applicable legislation.

## **15 Amendments to the Subscription Terms**

- 15.1 The seller is entitled to amend these Subscription Terms at any time or replace them with a new version for subscription agreements concluded on or after the effective date of the new version. The new version of the Subscription Terms shall not automatically apply to subscription agreements concluded before it takes effect.
- 15.2 For ongoing subscription agreements, the seller may unilaterally amend these Subscription Terms only to a reasonable extent where the nature of the long-term contractual relationship gives rise to a reasonable need for a subsequent amendment, in particular for the following reasons:
  - (a) a change in legislation, case law or the decision-making practice of administrative authorities, or binding requirements imposed by public authorities;
  - (b) a change in the technical, security-related or operational functioning of the online store or subscription system;
  - (c) a change in the methods or terms of payment, invoicing, transport, delivery or communication with customers;
  - (d) a change in the services or terms of providers of payment, transport, information or other services used in performing the subscription agreement;
  - (e) the need to remove ambiguities, errors or inconsistencies in these Subscription Terms, provided that such amendment does not worsen the buyer's position; or
  - (f) another objective change in circumstances giving rise to a reasonable need to amend the Subscription Terms which the seller could not reasonably have anticipated or influenced when the agreement was concluded.
- 15.3 An amendment to the Subscription Terms may not have retroactive effect, apply to deliveries already made or paid for before it takes effect, materially alter the principal subject matter of the subscription without the buyer's express consent, introduce a minimum term for the subscription, or limit the buyer's statutory rights. A change in the subscription price or the price of individual future deliveries is governed by the special provision of these Subscription Terms concerning price changes.
- 15.4 The seller shall notify the buyer of an amendment to the Subscription Terms at least 30 days before its proposed effective date, in textual form, at the buyer's e-mail address

stated in the subscription agreement or subsequently notified to the seller. The notice shall contain the new version of the Subscription Terms or a summary of the amendments made, the reason for the amendment, its effective date and information on the buyer's right to reject the amendment and terminate the subscription without penalty before it takes effect. At the same time, the seller shall make the new version of the Subscription Terms available on the website.

- 15.5 The buyer may reject the notified amendment and, for that reason, terminate the subscription without penalty before the amendment takes effect. In such a case, termination of the subscription shall take effect no later than on the day immediately preceding the effective date of the amendment; this does not affect rights and obligations relating to deliveries already made. If the buyer does not reject the amendment and does not terminate the subscription within the specified period, the new version of the Subscription Terms shall apply to the subscription agreement from its effective date.

## **16 Final Provisions**

- 16.1 These Subscription Terms apply to subscriptions concluded on or after the date on which they are published on the seller's website.
- 16.2 The amended Subscription Terms shall apply to subscriptions concluded previously only if the procedure under Article 15 has been followed.