

GENERAL TERMS AND CANCELLATION CONDITIONS OF PROFICIENCY TESTING AND SEMINAR AKUSTIKA

1. Parties

- a. These general terms and cancellation conditions (hereinafter referred to as “Terms”) are published by Studio D – akustika s.r.o., ID 25174240, with registered office in Czech Republic, České Budějovice, U Sirkárny 467/2a, ZIP Code 370 04 (hereinafter referred to as „ PT provider “) in under § 1751 et seq. Act No. 89/2012 Coll., the Civil Code, in order to adjust the mutual rights and obligations established during providing proficiency testing (hereinafter referred to as “PT”) by provider PT to third parties, which concluded with provider PT contract about PT (hereinafter referred to as (“PT participant”)) .
- b. Effective version of the Terms is part of the order (application) of PT. It is also published on www.akustikad.com, in section Seminars and proficiency testing.

2. Contract about PT

- a. The PT participant makes the order (application) through www.akustikad.com. Contract about PT arises between Parties by the order (application) made by PT participant and confirmed with PT provider.
- b. PT Provider reserves the right to change the Terms at any time during the term of contract about PT. PT Provider announces this change to PT participant by publication of this change on www.akustikad.com. If participant PT doesn't agree with such change, he is authorized to withdraw the contract about PT within 14 days from the date of publication of the Terms on www.akustikad.com. Withdrawal from the contract about PT according to this point should be delivered to the PT provider in written form. In the case from withdrawal the contract about PT according to this point is the PT participant not obliged to pay cancellation fees set out in the Article 3 “Termination of contract about PT” of these Terms.

3. Termination of contract about PT

- a. Contract about PT is possible to terminate by provable cancellation of one of the parties or by agreement. Cancellation is effective immediately (notice period isn't agreed) upon its receipt to the other party. Termination of contract about PT must be made in written form.

Studio D – akustika s.r.o.

České Budějovice, U Sirkárny 467/2, PSČ 370 04,

IČO: 25174240

e-mail: akustikad@akustikad.com

www.akustikad.com



- b. In the event of termination of the contract about PT by PT participant at least 30 days prior to the PT, PT participant does not pay the cancellation fees. PT provider has however in this case the right to reimbursement for the costs reasonably incurred in the performance of his duties according to the contract about PT. PT provider charges these costs to PT participant by invoice with maturity of 30 days.
- c. In the case of termination of the contract about PT by PT participant from 10 days to 29 days before the date of PT is PT participant obliged to pay the cancellation fee in the amount of 30% of the price of PT.
- d. In the case of termination of the contract about PT by PT participant from 3 days to 9 days before the date of PT is PT participant obliged to pay the cancellation fee in the amount of 80 % of the price of PT.
- e. In the case of termination of the contract about PT by PT participant in a period less than 2 days before the date of the PT or if the PT participant without apology doesn't attend the PT or Seminar Akustika is PT participant obliged to pay the cancellation fee in the amount of 100% of the price of PT.
- f. PT provider charges the cancellation fee to PT participant by invoice with a maturity of 30 days.

4. Price of PT

- a. PT participant is obliged to pay to PT provider the price of PT published on www.akustikad.com, section "Seminars and proficiency testing". The price of PT will be charged by invoice with maturity of 30 days.
- b. In the event that a PT participant is in default with obligation of the payment of the price of PT is the PT participant obliged to pay to PT provider except the price of PT also the statutory interest on arrears and penalty in the amount of 0,1% of the outstanding amount per day.

5. Final provisions

- a. The parties expressly agree that the legal relationship between the provider PT and PT participant shall be governed by the laws of the Czech Republic. All possible disputes between the PT provider and PT participant will be held by competent court in České Budějovice.
- b. These Terms are valid and effective from April 16, 2014.