

# Terms & Conditions

## Seller's Contact Information

Name: 3Dim Laboratory s.r.o.  
Registered office: U Vodárny 3032 / 2a, 616 00 Brno  
Reg. number: 28279093  
VAT number: CZ28279093  
Registered: in the commercial register maintained by the Regional Court in Brno, Section C, insert 58242  
Contact address: Kamenice 34, 625 00 Brno

Hereinafter referred to as the Seller.

## Technical Support

Email: [info@3dim-laboratory.cz](mailto:info@3dim-laboratory.cz)  
Opening hours: Seller agrees to provide written or electronic correspondence from the buyer to respond promptly, at the latest within 2 working days.

## Bank Account

Raiffeisenbank a.s.  
Hvězdova 1716, 140 78 Praha 4

Bank Account: 3236602001/5500  
IBAN: CZ9355000000003236602001  
SWIFT: RZBC CZ PP

## 1. Scope and Application

These terms and conditions apply to software products from the company 3Dim Laboratory s.r.o. Product means a license to use the software, and the right to take any necessary related services such as updates and technical support for some time.

## 2. Protection of Personal Data

3Dim Laboratory s.r.o. respects the right to privacy. Personal data obtained by using our web pages and by submitting of product orders is used only for internal purposes and identification in the purchase process and will not be provided to third parties or otherwise misused.

## 3. Pricing

Information about the prices stated by the seller are mandatory except for obvious errors. Prices are presented including of all taxes (eg. VAT) and charges, excluding the cost of shipping and handling.

## 4. Order Placement and Acceptance

An order confirmed and submitted by you through the web form available on [www.3dim-laboratory.cz](http://www.3dim-laboratory.cz), or e-mail to address [info@3dim-laboratory.cz](mailto:info@3dim-laboratory.cz) only constitutes an offer by you to the Seller to purchase products subject to these Terms & Conditions at the price and on the terms stated in the order, and is subject to our subsequent acceptance. By submitting the order the buyer acknowledges and agrees with these Terms & Conditions.

Our acceptance of the order only occurs at such time that we have both (a) dispatched the product order, and (b) received payment of the purchase price of your order via one of the payment methods described below.

Prior to the acceptance, an automatic e-mail acknowledgement of your order may be generated. Please note that any such automatic acknowledgement does not constitute a formal acceptance of your order.

When you purchase an electronic license, you expressly confirms your agreement with the delivery of digital content (license to a computer program) and the electronic delivery of notices, policies and records of transactions initiated or completed by you online. In case of no physical goods included in the order, the buyer acknowledges that he has no right to withdraw from the contract.

Every customer has the opportunity to download software products from Seller and become familiar with their properties of the software by using a free trial license before he make a purchase.

## 5. Payment Terms

Payment can be made in the following ways:

- Online payment by PayPal when buying digital products.
- Payment via bank transfer - a proforma invoice is sent to the email stated in the order. The pforoma invoice contains all the information needed to make the payment, such as the account number, variable symbol, etc. The final invoice is sent in electronic form in a separate email.

An unsolicited payment made by the buyer does not mean acceptance of the order.

## 6. Delivery

When you purchase an electronic license, the delivery takes place only in electronic form. An email which will include an activation code, a link to download the product installation file(s) from the website of the Seller and instructions for the activation/registration of the installed product will be sent to the email address specified in your order.

When ordering products to be delivered by post, the activation instructions and installation file(s) of the product will be sent on a portable USB drive or other electronic media by post.

## 7. Shipping

If an electronic license is purchased via online payment, the activation email is sent to at the time of approval and completion of the transaction.

If the buyer selected bank transfer as the payment method, then:

- A proforma invoice with instructions for payment is sent to the email address entered in the order usually within 2 working days.
- Email with the activation code is sent once the payment is credited to the bank account of the Seller.

Unless the proforma invoice is delivered in those terms, the customer can contact the sales department to verify status of the order.

When ordering products to be delivered by post, the Seller delivers the product within 14 days from the payment is credited to the bank account of the Seller.

## 8. Order Cancellation Policy

You can cancel your order via email or telephone call prior to its shipment. If, under special circumstances, the buyer is granted a refund in the shipping phase, the buyer may be charged for reimbursement of costs associated with the shipping. The request for cancellation must include your full name, email address used on the order and the order/invoice number.

## 9. Right of Withdrawal

The buyer has the option of withdraw from the purchase contract within 14 days. In case of the withdrawal, the buyer must send request to withdraw from the contract by

- email to address [info@3dim-laboratory.cz](mailto:info@3dim-laboratory.cz),
- or by postal mail to 3Dim Laboratory's contact address.

The request must contain the following contact information: full name of the buyer or company name, email address used on the order and the order/invoice number. The Seller will return the funds within 14 days of withdrawal.

Please send the items in question via registered, insured post to our contact address. We are not responsible for loss or damage of return shipments. The items must be intact, unused and repacked. Do not send the returned goods by cash-on-delivery (such shipments will not be accepted).

The right of withdrawal does not apply if the purchase is not subject to any physical goods (i.e. it is an electronic software distribution).

The buyer can use the withdrawal form available on the website of the Seller.

## 10. Export & Custom Duties

The tangible shipment of products from one country for delivery in another country may be subject to customs duties, fees, taxes and/or other charges in the country of ultimate destination. Unless otherwise expressly stated during the order process, (a) your payment for the order in question does not include any customs duties, fees, taxes and/or other charges that may be due and payable in the product's country of ultimate destination, and (b) the receiving party in the product's country of ultimate destination is responsible for making entry and properly declaring the merchandise to the appropriate customs authorities, paying any applicable customs duties/fees/taxes/charges, and/or satisfying any additional import-related requirements. You should contact the local customs authorities in the relevant jurisdiction for further information on the applicable customs requirements and procedures, duties, fees, taxes, and/or other charges that may be assessed against the Product.

## 11. License Agreement

By installing and using software products provided by the Seller, you agree to be bound by the terms and conditions of an EULA (End-User License Agreement) which is specific to each product and separate from these Terms & Conditions.

We invite you to read EULA before any purchase. The full text of EULA is a part of the software and the user must agree with its terms during the product installation.

## 12. Governing Law

The governing law is the law of the Czech Republic. Application of the United Nations Convention on Contracts for international sales of goods is expressly prohibited. In the case of disputes, the court with local jurisdiction for both contracting parties is the Regional Court in Brno. However, the Seller has the right to assert its claims in the Buyer's place of business or residence

If any of the regulations of the Terms & Conditions are in conflict with the Civil Code of the Czech Republic, the respective regulation of the Civil Code shall apply; however, the remaining articles of the Terms & Conditions remain intact.

## 13. Validity

These Terms & Conditions are valid from January 1, 2014 until further notice.