

General Terms and Conditions Basic Provisions

1. These General Terms and Conditions of Business (hereinafter referred to as the "Terms and Conditions") are issued pursuant to Section 1751 et seg. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code")

Czech Society of Experimental Plant Biology, z.s.

ID: 49368371 DIC: CZ49368371

registered office: Viničná 5, Prague 2, 128 44, Czech Republic registered with the Municipal Court in Prague, Section L, Insert 4981

Contact details:

e-mail: csebr@csebr.cz phone: +420 603579167

website: csebr.cz

(hereinafter referred to as "Seller")

- 2. These Terms and Conditions govern the mutual rights and obligations of the Seller and a natural person who concludes a purchase contract outside his/her business activity as a consumer or within his/her business activity (hereinafter referred to as: "Buyer") through the web interface located on the website available at https://plantmethods2023.csebr.cz/ (hereinafter referred to as "Conference").
- The provisions of the Terms and Conditions are an integral part of the Purchase 3. Agreement. Any deviating provisions in the Purchase Agreement shall prevail over the provisions of these Terms and Conditions.
- 4. These Terms and Conditions and the Purchase Agreement are concluded in Czech and English.

Information about goods (conference registration) and prices

1. Information about the goods, which are conference registrations, including the prices of each type of registration and its main features, is given for each type of registration in the registration form. Registration prices are inclusive of value added tax, any associated fees and the cost of refunding the registration fee. Registration prices remain in effect for as long as they are displayed on the conference website. This provision does not preclude the negotiation of a purchase agreement on individually negotiated terms.

Ordering and conclusion of the purchase contract

Costs incurred by the buyer when using remote means of communication in connection 1. with the conclusion of the purchase contract (costs of internet connection, costs of





telephone calls) are borne by the buyer himself. These costs do not differ from the basic rate.

- 2. The buyer registers on the conference website (https://plantmethods2023.csebr.cz/form/register) by filling in the registration form.
- 3. When registering, the buyer selects the registration type and payment method (delivery is always by email).
- 4. If choosing to pay by credit card, the buyer pays the seller by clicking on the "Pay Now" button. The information provided in the order is considered correct by the seller. The order's validity is subject to the completion of all mandatory data in the registration form and the buyer's confirmation that he has read these terms and conditions.
- 5. Immediately upon receipt of the order, the Seller shall send the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when placing the order. This confirmation is automatic and is not considered to be the conclusion of a contract. The confirmation shall be accompanied by the Seller's current terms and conditions. The purchase contract is concluded only after receipt of the order by the Seller. Notification of acceptance of the order is delivered to the buyer's e-mail address. / Immediately after receipt of the order, the Seller sends the Buyer a confirmation of receipt of the order to the e-mail address provided by the Buyer when ordering. This confirmation shall be deemed to be the conclusion of the contract. The confirmation shall be accompanied by the Seller's current terms and conditions. The purchase contract is concluded by the confirmation of the order by the Seller to the Buyer's email address.
- In the event that any of the requirements specified in the order cannot be fulfilled, the 6. Seller shall send an amended offer to the Buyer's e-mail address. The amended offer shall be deemed to be a new proposal of the purchase contract and the purchase contract shall be concluded in such case by the Buyer's confirmation of acceptance of this offer to the Seller at his e-mail address specified in these Terms and Conditions.
- 7. All orders accepted by the Seller are binding. The Buyer may cancel an order until the Buyer has received notification of acceptance of the order by the Seller. The Buyer may cancel an order by telephoning the telephone number or email of the Seller set out in these Terms and Conditions.
- 8. In the event that there is an obvious technical error on the part of the Seller in the indication of the price of the registration at the conference or during the ordering process, the Seller is not obliged to provide the Buyer with the registration at this obviously erroneous price even if the Buyer has been sent an automatic confirmation of receipt of the order in accordance with these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and send the Buyer an amended offer to the Buver's email address. The amended offer shall be deemed to be a new proposal for a purchase contract and the purchase contract shall be concluded in such case by confirmation of receipt by the Buyer to the Seller's email address.

Payment terms and delivery of goods

1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer in the following ways:





- by wire transfer to the Seller's bank account No. 164527319/0800, maintained with Česká spořitelna,
- cashless by credit card,
- cashless transfer to the Seller's account via a payment gateway.
- 2. In the case of non-cash payment, the purchase price is payable within 14 days from the conclusion of the purchase contract.
- 3. In the case of payment through a payment gateway, the buyer shall follow the instructions of the relevant electronic payment provider.
- 4. In the case of non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's bank account.
- 5. The Seller does not require any advance payment or any other similar payment from the Buyer. Payment of the Purchase Price prior to the dispatch of the Registration Confirmation shall not constitute a deposit.
- 6. Confirmation of registration is delivered to the Buyer by email.
- 7. The Seller shall issue a tax document invoice to the Buyer.
- 8. The buyer acquires the ownership of the registration by paying the full purchase price.
- 9. Liability for accidental destruction, damage or loss of the registration passes to the buyer at the moment of receipt of the registration confirmation by email.

V. Withdrawal from the contract

- 1. A buyer who has concluded a purchase contract outside his business activity as a consumer has the right to withdraw from the purchase contract.
- 2. The deadline for withdrawal from the contract without penalty is until 23 August 2023. At the same time, the purchaser may assign his registration to a third party, but must inform the conference organisers of the change of the owner of the conference registration by email.
- 3. After 24.8.2023, no refund of the registration can be claimed. The purchaser may assign his/her registration to a third party, but must inform the conference organisers of the change of conference registration owner by email.
- 4. In order to meet the withdrawal deadline, the buyer must send a withdrawal declaration within the withdrawal period.
- 5. In order to withdraw from the purchase contract, the buyer must send the information by email to csebr@csebr.cz. This information must include the name of the buyer and the name of the institution at which he/she works.
- 6. A buyer who has withdrawn from the contract loses his/her registration for the conference the moment the money is delivered to his/her account.
- 7. If the buyer withdraws from the contract, the seller will refund all funds to the buyer immediately, but no later than 14 days after withdrawal.
- 8. The seller is entitled to withdraw from the purchase contract due to cancellation of the conference. The Seller shall immediately inform the Buyer via the email address specified in the order and shall return all funds within 14 days of notification of cancellation.

VI. Delivery





- The parties may deliver all written correspondence to each other by electronic mail 1. (preferred).
- 2. The Buyer shall deliver correspondence to the Seller at the email address specified in these Terms and Conditions. The Seller shall deliver correspondence to the Buyer at the email address provided at the time of ordering (registration).

VII. Personal data

- 1. All information provided by the Buyer when working with the Seller is confidential and will be treated as such. Unless the Buyer gives the Seller written permission, the Seller will not use the Buyer's data in any way other than for the purpose of performance under the contract, except for the e-mail address to which commercial communications may be sent, as this practice is permitted by law, unless expressly refused. These communications may only relate to similar or related goods and may be opted out of at any time by simple means (by sending a letter, email or by clicking on a link in the commercial communication). The e-mail address will be kept for this purpose for 3 years after the last contract between the parties has been concluded.
- 2. All information is collected by the Czech Society of Experimental Plant Biology z.s. (CSEBR). CSEBR collects only such information as is necessary for the proper organization of the conference and for effective communication with the buyer. The data will be kept for one year after the conference for subsequent communication with the buyer. The data is processed by the software that manages the plantmethods2023.csebr.cz website; i.e., software under the control of CSEBR, and this data is collected for the purpose of organizing the conference. All data protection rules are governed by the law on the processing of personal data called GDPR.

VIII. **Out-of-court dispute resolution**

- 1. The Czech Trade Inspection Authority (Česká obchodní inspekce) with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID No.: 000 20 869, internet address: https://adr.coi.cz/cs is competent for out-of-court settlement of consumer disputes arising from a purchase contract. The online dispute resolution platform located at http://ec.europa.eu/consumers/odr can be used to resolve disputes between the seller and the buyer under the purchase contract.
- 2. the European Consumer Centre Czech Republic, with its registered office at Štěpánská 567/15, 120 00 Prague 2, internet address: http://www.evropskyspotrebitel.cz, is the contact point under Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes).

IX. **Final Provisions**





- 1. All agreements between the Seller and the Buyer shall be governed by the laws of the Czech Republic. If the relationship established by the Purchase Contract contains an international element, the parties agree that the relationship shall be governed by the law of the Czech Republic. This is without prejudice to the consumer's rights under generally binding legislation.
- 2. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) of the Civil Code.
- 3. All rights to the Seller's website, in particular the copyrights to the content, including page layout, photos, films, graphics, trademarks, logos and other content and elements, belong to the Seller. It is prohibited to copy, modify or otherwise use the website or any part thereof without the consent of the Seller.
- 4. The Seller shall not be liable for errors resulting from third party interference with the online shop or from its use contrary to its intended purpose. The Buyer shall not use any procedures in the use of the online shop that could have a negative impact on its operation and shall not perform any activity that could enable him or third parties to interfere with or make unauthorised use of the software or other components forming the online shop and use the online shop or its parts or software in a manner that would be contrary to its purpose or intent.
- 5. The Buyer hereby assumes the risk of change of circumstances within the meaning of Section 1765 (2) of the Civil Code.
- 6. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
- 7. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the terms and conditions.
- 8. Information from the buyer sent to the above email that he/she is unable to attend the conference is sufficient to withdraw from the contract.

These terms and conditions shall take effect from 1 December 2022.

