

Terms and Conditions of Sale Using the Internet Shop

1. GENERAL PROVISIONS OF THE TERMS AND CONDITIONS OF SALE

The Holder of all rights to the website www.animalabs.com is the company InovaGen d.o.o. (hereinafter: IG). IG through the stated website provides a sales service on the Internet under the brand of AnimaLabs[®] (hereinafter: AnimaLabs[®]). In using the services of AnimaLabs[®] and all the associated web pages and services on the domain www.animalabs.com, it will be deemed that consumers are familiar at all times with these Terms and Conditions of Sale (hereinafter: Terms and Conditions), and that consumers fully understand and accept them. These Terms and Conditions apply to the rights and obligations relating to the purchase of products or services using AnimaLabs[®], and the rights and obligations arising under the Distance Sale Contract (hereinafter: Contract) between the consumer as the end customer and AnimaLabs[®] are deemed an integral part of such contracts.

The provider of the Internet sales service through AnimaLabs[®] is InovaGen d.o.o., Radnička cesta 20/A, 10 000 Zagreb, PIN: 83135460750

We advise users prior to making purchases to become familiar with these Terms and Conditions and that they regularly refer to them to become aware of all their rights and obligations.

IG reserves the right to change these Terms and Conditions at any time without prior notice and will not be held responsible for any consequences arising from such changes. These changes come into force once the Terms and Conditions have been published on this website.

IG reserves the right to discontinue services and make changes to content including other services and subpages that are an integral part of AnimaLabs[®] at any time without prior notice, and will not be held responsible for any consequences arising from such changes. These changes come into force once they are published on this website.

IG reserves the right to change, restrict or terminate the provision of the AnimaLabs[®] service at any time without prior notice, inclusively and partially or may completely restrict access as well as the provision of certain services to users who violate the provisions of these Terms and Conditions and the General Terms of Use.

The use of AnimaLabs[®] services is granted solely to adults. The use of AnimaLabs[®] by children or minors is not permitted, and parents and/or guardians are obliged to take this into account, otherwise, they assume all rights and obligations that arise from such use, and IG is not liable for any consequences of such use.

Purchased products are used at one's own risk.

AnimaLabs[®] fully disclaims any liability for the accuracy and/or completeness of all information and content contained on the domain www.animalabs.com. AnimaLabs[®] reserves the right make mistakes in the description and illustration of products. AnimaLabs[®] will endeavour to publish accurate and current information on the website www.animalabs.com, but takes no responsibility for its accuracy and completeness.

2. TERMS AND CONDITIONS OF SALE

1) The conclusion and termination of the sales contract

These Terms and Conditions of Sale as well as the particulars sales conditions specified in the information on certain products constitute an offer by IG to conclude the Contract, and the user as the customer by registering, making an order or in any other manner as determined by these Terms and Conditions accepts them. This thereby is deemed that the Contract between the user and IG has been concluded, in accordance with the terms and conditions of sale as set out in these Terms and Conditions.

The subject and the commercial purpose of the Contract is the purchase of selected products or services through AnimaLabs[®] by paying the appropriate fee - price of the respective product or service. The Contract is concluded by means of distance communication (Distance Sales Contract) by such means as printed advertising messages accompanying an order form, via telephone with human intermediation or without it, and via the Internet.

The Contract enters into force and is binding from the moment the customer accepts the offer of IG in one of the following ways:

- Selecting the manner of payment and completing the order as a registered user of AnimaLabs[®],
- Selecting the manner of payment and completing the order as a guest user of AnimaLabs[®],
- Selecting the manner of payment and completing the order via telephone.

a) In the process of registering or creating a user account, the user is required to select a designation or name under which the services are received, choose the security password and submit a valid e-mail address. All information necessary for registration or the creation of a user account must be true and it is expressly prohibited from using other people's personal details.

b) When registering, if you want to register via your Facebook account and would like to leave a comment and participate actively on our Facebook profile, AnimaLabs[®] will use your full name i.e. your Facebook account.

- c) The registration or creation of an account is to be carried out for only one person and disclosing information regarding registration or a user's account to third persons is not permitted. Users are obliged to retain the details of their security password and account. Using someone else's registration or user account is not permitted.
- d) Users may terminate their account at any time by adhering to the instructions at www.animalabs.com.
- e) Should the provisions of the Terms and Conditions in this chapter be breached, IG reserves the right, and at its own discretion, to terminate the registration or user account, without the obligation to compensate for any costs or damages.
- f) Upon registration (which includes payment of a service), the Contract between IG and a user as a customer will be deemed to have been concluded.
- g) The Contract shall enter into force upon completion of the user registration, or from the date the user accepts the offer for concluding such a Contract.
- h) Upon concluding the Contract, the user shall receive: a confirmation that the contract has been concluded or a pre-contractual notice referred to in Article 57, Paragraph 1 of the Consumer Protection Act (Official Gazette no. 41/2014), these Terms and Conditions, and the notice of the user's right to unilaterally terminate the Contract accompanied by a form for the unilateral termination of the Contract referred to in Article 61, Paragraphs 1 and 2 of the Consumer Protection Act.
- i) The user may unilaterally terminate the Contract in accordance with Conditions of Use of the Services and Products under the Brand of AnimaLabs[©] without providing a reason. The user does not have the right to terminate the Contract unilaterally:

- If the service has been completely fulfilled, where such fulfilment commenced with the user's explicit prior consent and confirmation of being familiar with the fact that the right to unilaterally terminating the Contract will be lost if the service is completely rendered,

In order for users to be able to exercise the right to unilaterally terminate the Contract, they must notify IG of the decision to unilaterally terminate the Contract prior to the expiry date in the form of an unambiguous statement sent by post (to AnimaLabs[©], P.P. 357, 10000 Zagreb), by fax at 00385 (0)1 618 2290 or via e-mail to info@animalabs.com, in which users will specify their name, address, phone, fax or e-mail address.

If upon the user's request the provision of the service began during the deadline for the unilateral termination of the Contract, the user is required to pay IG the amount that is proportional to the services provided up to the moment the user informed IG of unilaterally terminating the Contract.

II) Sales conditions and the sales process

The main characteristics of products, manner of use, prices, special offers and deals, manner of payment and delivery apply to those that are valid at the time the order is completed. Such data will be designated for each product.

The price of the service, which includes the VAT amount and shipping costs, is visible in the shopping cart prior to completing the order. All information on the order confirmation based on an electronic order will be forwarded to the customer's e-mail address as specified in the registration/order procedure or in the shopping basket where data was entered when completing the order.

If a buyer does not receive notice of the order confirmation, there exists a possibility that the e-mail address was wrongly entered. In that case, we request that the customer contact us at info@animalabs.com or by telephone on 00385 (0)1 618 2289, so that our customer service can verify whether the order was received. If you are not sure how to make a purchase, feel free to contact us on our telephone number 00385 (0)1 618 2289 and we will assist you in filling out the shopping cart.

All payments will be effected in Croatian currency. The amount your credit card account will be charged for is obtained through the conversion of the price in Euro into Croatian kuna according to the current exchange rate of the Croatian National bank. When charging your credit card, the same amount is converted into your local currency according to the exchange rate of credit card associations. As a result of this conversion there is a possibility of a slight difference from the original price stated in our web site.

III) Manner of payment and payment procedure

Payment for the service can be done in one of the following ways:

- a) Payment by credit or debit card. The ordered products can be paid online using one of the following credit cards: American Express, MasterCard, Diners, Visa or Maestro.
- b) Payment using a general payment order. Products for which an order is completed can be paid using a general payment order. After the order is confirmed, AnimaLabs[®] will forward via e-mail the data necessary for the payment order. All data should be accurately entered into the general payment order and the payment carried out by the deadline.
- c) Payment via Internet banking. Products for which an order is completed can be paid via Internet banking through any bank in which an account is set up for making such payments. After the order is confirmed, AnimaLabs[®] will forward via e-mail the data necessary for the payment order.
- d) Payment via a proforma invoice (only for legal persons). Legal persons have the option of paying via a proforma invoice. After the order is confirmed, AnimaLabs[®] will forward to the customer's e-mail address a proforma invoice. After receipt of payment in accordance with the proforma invoice, the delivery process will be initiated.

e) Cash payment - cash on delivery. Upon taking receipt of the consignment, the deliverer is paid the full amount indicated on the invoice.

3. DATA PROTECTION DURING PURCHASES

AnimaLabs[®] shall maintain the anonymity and privacy of users and will use and process data solely for the purpose specified by these Terms and Conditions. AnimaLabs[®] may collect personal data such as the user's name, address, PIN, telephone number or e-mail address only if voluntarily submitted by the user.

AnimaLabs[®] will use the respective information solely for the purpose of fulfilling its contractual obligations and of gaining a better insight and understanding into the individual needs, habits and requirements of users as well as for the ongoing development and quality of the provision of AnimaLabs[®] services. AnimaLabs[®] collects, processes and publishes data on customers relating to the manner of using AnimaLabs[®] without disclosing the identity of the user and/or personal details that would otherwise reveal the identity of users.

AnimaLabs[®] collects and records data on the IP address (Internet Protocol Address) of users or the location of computers for the purposes of system administration, troubleshooting, confirming the downloading of content or improving technical aspects of the Internet service. AnimaLabs[®] will automate the recording of data relating to the usage habits of users, including the log file on visits to certain web pages and/or content. Such data will be used by AnimaLabs[®] solely for improving its services and the customisation and individualisation of promotional activities based on the needs of each user.

AnimaLabs[®] does not record your credit card number or store transaction data. AnimaLabs[®] uses the services of a third party, an authorized bank, that protects your data using encryption when billing via credit cards.

4. COMMUNICATION WITH USERS

By registering and making a purchase, you provide consent to AnimaLabs[®] to inform you via e-mail of changes or additions to the content of web pages, discounts, deals products or changes to the way services are provided for the purpose of promoting services and products. The user may withdraw the respective consent at any time.