

Terms and Conditions of Sale

These Terms and Conditions of Sale (“**Terms**”) apply to any order placed or purchase made through www.somniumspace.com (the “**Site**”) and are between you and Somnium Space Ltd., company organized and existing under the laws of the United Kingdom, with its registered office 159 High Street, Barnet, England, EN5 5SU, United Kingdom, EUID: UKEW.11137993 (the “**Somnium Space**” or “**we**”). By accepting these Terms when placing an order for or making a purchase of products (defined below) at the Site, you agree to be bound by these Terms. If you place an order on behalf of an entity, you further agree that such entity is a valid legal entity in the jurisdiction in which it was formed, and that you have the authority to enter into these Terms on behalf of the entity and bind such entity to these Terms.

Products under these Terms include Somnium Space VR1 headset and its accessories (the “**Products**”), i.e. the Terms do not regulate the purchase of digital services provided by Somnium Space that are not part of the Products.

Shipping locations

We ship our Products to following locations as of June 14, 2024:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Netherlands, Latvia, Lithuania, Luxembourg, Malta, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, the United Kingdom, the USA.

Order Acceptance and Delivery

You can place an order by clicking the purchase button located in various sections of the Site and adding the Products of your choice to the checkout basket, viewing the basket and clicking the place order button to place your order.

Details of delivery dates for the specific Product or Products you have ordered will be communicated to you when you review your basket before you place your order. Product delivery dates may vary, and we will keep you updated to the best of our ability on the status of your order. This expected delivery time is only an estimate, due to the somewhat unpredictable nature of manufacturing in our EU factory and material supply. We will provide you with a tracking link when your order is shipping so that you can follow your order. When placing an order, you will be required to provide us with information such as your name, mailing address, and billing information. You agree that all such information is accurate, and complete. We will have no responsibility or liability in respect of your order for inaccurate information, or for information that later becomes outdated, and we have no obligation to make efforts to determine your correct contact or shipping information. For orders which are pending shipment, you can update your information at any time prior to shipment by contacting us on e-mail: invoicing@somniumspace.com

We will confirm our acceptance of your order as soon as possible by sending you a communication that confirms that your order has been processed (“**Order Acceptance**”). You may cancel your order at any time before shipping. The risk of loss or damage to the Products you purchase passes to you upon delivery of the Products. If there are any issues with delivery, please contact invoicing@somniumspace.com to resolve.

Our Right to Reject and Cancel

At any time prior to shipping, we may decline, reject or cancel your order if one of the following good reasons apply:

(a) if the Product becomes unexpectedly and unavoidably unavailable due to circumstances beyond our reasonable control or we are unable to supply the Product under the relevant order without unreasonable



difficulties (e.g. due to permanent unavailability, substantial changes in the manufacturing price of the Product, imposition of export or import restrictions by the competent authorities, etc.);

(b) there is an obvious error in the stated price at the point of sale;

(c) you request delivery to an address outside of the territories listed above.

If this occurs, we will notify you by email. Refunds (if any) shall be issued without undue delay.

We may also withdraw from the purchase contract (order) if you fail to take over the duly delivered Product or fail to provide co-operation necessary for their delivery. In that case, the costs of delivery of the Product shall be borne by you.

Cancelling the order

You can cancel your order free of charge any time before your order ships. To cancel your order, contact invoicing@somniumspace.com. In your email, please state your order number and reason for cancelling. The cancellations shall be processed, and refunds shall be issued without undue delay. We will refund the amount to the payment method used originally, unless you have explicitly stated otherwise (if possible).

Your Right of Withdrawal

You have the right to cancel and return any purchase of the Product within 14 days from the day on which you or any third party on your behalf receive(s) the Product. To exercise this right, you must email us at invoicing@somniumspace.com within those 14 days and inform us of your intent to cancel/return.

The Products should be fully returned unused, in the same condition that you received it, in their original packaging with the applicable proof of purchase (i.e. a copy of your receipt) and you will be responsible for the cost of returning the Products to us. You are responsible for ensuring the Product is adequately protected during shipping back to our facilities in the Czech Republic. If, on return to us, it is reasonably determined that the Products have been used in excess of what is necessary to determine their nature, properties or functions, or if they are damaged or missing components, we may set off any claims for compensation we may have against you against your claim for refund of any payments made. We may therefore reduce the amount of your refund to take account of this use, damage or any missing components. If you return a Product bought as part of a bundle but do not return all of the bundled Products, we will reimburse you for the Product you do return minus the value of the applicable bundle discount. The cancellations shall be processed and refunds shall be issued no later than 14 days after we receive the item. We will refund the amount to the payment method used originally, unless you have explicitly stated otherwise (if possible). Your right of withdrawal does not apply to any Products for which the law excludes withdrawal rights such as any Products that have been personalized or modified in accordance with your instructions.

The Right of Withdrawal only applies to consumers (a natural person who, outside his or her business activities or profession, enters into a purchase contract with the Somnium Space) residing in the EU or The United Kingdom.

Payment

We may accept various forms of payment, including credit and debit cards, and payments made through PayPal. Additional terms with your payment provider may apply.

By submitting an order, you acknowledge that you are authorized to use the designated payment method and you authorize us to charge your order to that payment method. When you provide your payment information, you authorize us (or a third-party payment processor) to process and store your payment and related information. We may utilize an agent, subsidiary, or affiliate to process payment and shipping. In the event the payment method you designate cannot be verified, is invalid, or is not otherwise acceptable, we may suspend or cancel your order or pre-order. You are responsible for resolving any problems caused by you which we encounter in connection with your chosen payment method.



Errors

We attempt to be as accurate as possible and to eliminate errors in relation to information provided about our Products. In the event of an obvious error, we reserve the right to correct such error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. If we discover an obvious pricing or other material error related to Products that have yet to be shipped or delivered, we will contact you to inform you of this error and give you the option of continuing to purchase at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the ordering process after two attempts on separate days, we will treat the order as cancelled.

Taxes

If your purchase is subject to any type of use or sales tax, duty or other governmental tax or fee ("**Taxes**"), then we may charge you for those Taxes. Applicable Taxes will be presented as included in the price throughout the Site. You are responsible for any Taxes due with respect to your purchase of the Products.

Warranty (Legal guarantee)

Products come with a 1-year legal guarantee. EU purchases are eligible for a 2-year legal guarantee. Guarantee does not cover normal wear and tear or user damage.

Normal Wear and Tear (not exclusively): Cushions, Straps, and Cables may experience normal wear and tear damage not covered by the warranty. Affordable replacements will be available at www.somniumspace.com. However, in case of a manufacturing defect or abnormal failure, repaired or replacement parts will be provided at no cost.

You have the right to ask us to do any of the following without any charge: repair the product, replace the product, reduce the price, cancel the contract and get a reimbursement (the sales contract cannot be cancelled if the fault is minor) in case the Product fails to function properly due to a defect in materials or workmanship, and as long as you adhere to the provided return instructions. You are obliged to notify Somnium Space of the choice of your right in relation to the defects of the Product or in conjunction with claiming of the defects or without undue delay after making the claim. In the case you are a consumer a report of defects must then be resolved, including removal of the defect, without undue delay, but not later than within 30 days of the date of reporting the defects (if you do not hand the Product over for a claim, even if it is possible to do so, then this period cannot run until you have provided your cooperation to assess and remedy the defect) unless you and us agree on a longer period of time.

Alternative Dispute Resolution of Consumer Disputes

In case of any consumer dispute between you as a consumer and Somnium Space, where the dispute cannot be resolved by mutual agreement, you may file an application for alternative dispute resolution of the dispute with an entity competent to deal with alternative dispute resolution of consumer disputes, specifically:

Czech Trade Inspection Authority, Central Inspectorate
Section for Alternative Dispute Resolution (ADR)
Štěpánská 15
120 00 Prague 2 – Nové Město
Czech Republic

E-mail address: adr@coi.cz

Website: <https://adr.coi.cz>

The Buyer may also use the dispute resolution platform established by the European Commission, available at: <https://ec.europa.eu/consumers/odr/>.



Data Protection

To the extent that Somnium Space processes any of your personal information for the purposes of any order described in these Terms, Somnium Space is the data controller for the Site (and in respect of any personal information collected in connection with any order placed under these Terms). You authorize us (or a third-party payment processor) to process and store your payment and related information. Somnium Space may pass your personal information to a third party processor (including for payment and shipping).

Final provisions

These Terms and Conditions shall be governed by the binding laws and regulations of the Czech Republic. Furthermore, in case you, the buyer, are a consumer, the choice of law pursuant to the preceding sentence shall not prejudice your consumer rights that cannot be derogated from by agreement and that would be used in the absence of the choice of law under the provisions of Article 6 (1) of Regulation 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I).

The Parties expressly exclude the applicability of the Vienna Convention on Contracts for the International Sale of Goods to contractual relationships established by the purchase contract under these Terms.

Any dispute or claim arising out of or in connection with the purchase contract under these Terms shall be settled by mutual agreement, but in the event that such consent cannot be achieved within a reasonable period, the dispute shall be finally settled by court proceedings in Czech Republic held by the court for Prague West. This provision does not apply to consumers.

You and Somnium Space agree not to bring or participate in a class or representative action, private attorney action or whistle-blower action. You and Somnium Space also agree not to seek to combine any action with any other action without the consent of all parties to this Agreement and all other actions.

Somnium Space may change these Terms at any time by posting revised terms on the Site, including to reflect changes to our sales process, the Products, our business priorities or changes required by law. Any such new terms will be effective as of the date of posting and shall not be applicable to orders placed prior to the date the new terms are posted. This means that orders and pre-orders shall retain the terms in effect at the time they were placed.

You may not assign these Terms or any of the rights granted hereunder without the prior written consent of Somnium Space, and any attempted assignment without such consent shall be void. However, within the period during which our Product Warranty applies, if you transfer your Product ownership to another consumer, whether for free or against payment, then that consumer will benefit from the same Product Warranty as you, under the same conditions. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns. Except as set out in this term, these Terms of Sale are a contract between you and us, and no other person shall have any rights to enforce these Terms.

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

This version of these Terms and Conditions is valid and effective from June 14, 2024 and replaces any and all previous versions of these Terms and Conditions, including other parts thereof.

