

## TERMS AND CONDITIONS

### Factorio Merchandise Store

#### 1. INTRODUCTORY PROVISIONS

- 1.1. These Terms and Conditions apply to purchases of merchandise through our online store operated at the website <https://factorio.com/store> (the “**Store**”) run by WUBE SOFTWARE Ltd. odštěpný závod, company ID no. 03594009, which is governed by the laws of the Czech Republic and seated at Belgická 196/38, Vinohrady, 120 00 Prague 2, Czech Republic, e-mail [eshop@factorio.com](mailto:eshop@factorio.com) (“**WUBE SOFTWARE**”). By buying our merchandise via the Store, you confirm that you have read this Terms and Conditions and that you agree to be bound by these Terms and Conditions. These Terms and Conditions sets out the rights and obligations governing the relationship between us, WUBE SOFTWARE, as the owner and operator of the Store, and you, as the customer of the Store.
- 1.2. Please note that we apply a uniform approach to all our Customers and provide them with the same rights and benefits, whether they are consumers or not. Therefore, unless explicitly stated otherwise in these Terms and Conditions, the rules set forth in these Terms and Conditions apply to all our Customers.
- 1.3. We reserve the right to amend these Terms and Conditions at any time. If you disagree with any provision of these Terms and Conditions, do not purchase any merchandise from the Store. Continuing in purchase through the Store constitutes acceptance of these Terms and Conditions, as may be amended from time to time.
- 1.4. All the legal relations between WUBE SOFTWARE and the Customer are governed by the law of the Czech Republic. If a particular contractor is a consumer, the Civil Code conditions (Act no. 89/2012 Coll) and the Consumer Protection Act conditions (Act no. 634/1992 Coll.) apply to relations not defined by these terms and conditions. If the Customer is not a consumer, the Civil Code (No. 89/2012 Coll) applies to relations not defined by these Terms and Conditions. In the event of any disputes, the general courts of the Czech Republic shall competent unless stated otherwise herein.

#### 2. DEFINITIONS OF TERMS

- 2.1. In these Terms and Conditions, the following terms shall have the following meanings, except where the context otherwise requires:

Terms such as “**WUBE SOFTWARE**”, “**we**”, “**us**” and “**our**” refer to WUBE SOFTWARE Ltd., Company No.: 9201188, Registered seat: 41 Devonshire Street, Ground Floor, London, W1G 7AJ, which conducts the sale of merchandise via WUBE SOFTWARE Ltd. odštěpný závod, company ID no. 03594009, which is governed by the laws of the Czech Republic and seated at Belgická 196/38, Vinohrady, 120 00 Prague 2, Czech Republic.

“**consumer**” means according to the law, any person who, outside the scope of his/her business activity or outside the scope of the independent pursuit of his/her profession, concludes a contract or otherwise negotiates with an entrepreneur.

“**Customers**” means any and all people who place an Order through the Store.

“**Order**” means an online order of any merchandise from our Store.

“**Order form**” means the form through which you can place your Order online through the Store.

“**Services**” means all the services provided by us through the Store.

“**Terms and Conditions**” means these Terms and Conditions.

### **3. PURCHASE CONTRACT**

- 3.1. The purchase contract can be concluded only in English.
- 3.2. Currently, our customers can only order our products through our e-shop at <https://factorio.com/store>.
- 3.3. The proposal to conclude a purchase contract (the offer) is formed by displaying the merchandise offered on the website by us. All the characteristics of the merchandise listed on the Store including its descriptions, sizes, materials or other technical data are regularly checked and updated but it is not possible to entirely exclude potential inaccuracies. We reserve the right to update such characteristics at any time and is obliged to correct any potential inaccuracies.
- 3.4. The Order of our merchandise constitutes a draft purchase agreement. The Order can be made only by means of the Order form. In the Order, you specify the desired quantity and quality of the merchandise you aim to purchase. You are obliged to use correct and up-to-date information when ordering the merchandise – data entered by you to the Order form are considered by us to be correct. You may check and modify such data before sending the Order. The Order is sent by you to us by pressing the button for confirmation of the Order. We recommend checking the Order and correct any errors before placing the Order. If you after all needs to make any changes to the data you entered into the Order form, you are advised to contact us immediately via email to [eshop@factorio.com](mailto:eshop@factorio.com) and provide us with necessary information so the data may be modified according to your needs before the merchandise are shipped off.
- 3.5. We shall accept the Order made by you if all necessary information is provided in the Order and the Order is compliant with these Terms and Conditions. We shall, without any undue delay, confirm the acceptance of the Order by an informative e-mail, containing a summary of the Order, sent to the e-mail address provided by you.
- 3.6. The purchase contract will be concluded only upon our acceptance of your Order. The newly formed contract (including the agreed price) can be changed or cancelled only by an agreement of the parties or based on legal grounds.
- 3.7. Once the purchase contract has been concluded, we undertake to deliver the ordered merchandise to you and you undertake to pay the price for the delivered products, all under the conditions set out in these Terms and Conditions.
- 3.8. We expressly reserve the right not to accept your Order in particular in the event of a manifest error regarding the price, description or picture of the products listed on our website at any stage of the order process, merchandise is not produced or shipped anymore to us, or you have ordered more than the permitted quantity. In this case we shall send you an e-mail informing you that the purchase contract cannot be concluded.
- 3.9. If the Order is confirmed even though the e-shop or the Order contained an obviously incorrect price (i.e., a missing digit or an obviously different price from other sellers), we are

not obliged to deliver the merchandise to you. Instead, we will send you a corrected contract offer in an amended form compared to the Order. If you do not confirm our offer within 5 days of sending it, we are entitled to withdraw from the purchase contract.

- 3.10. The products will be sent to the address specified in your order by our contractual carriers. If you fail to take over the products even within 10 days of delivery, we will be entitled to demand compensation of costs of return shipping from you and we will be entitled to withdraw from the agreement.

#### **4. ORDER LIMITATIONS**

- 4.1. The merchandise offered in the Store is intended for personal use only and therefore the maximum number of t-shirts or other products you may order is limited to 3 per a single Order.

#### **5. PRICE AND PAYMENTS**

- 5.1. Prices of merchandise displayed in the Store are final and valid for a period for which they are displayed in the Store. Displayed prices include VAT at the statutory rate unless expressly stated otherwise. We will charge only the prices of our products delivered to you in accordance with your Order.
- 5.2. Displayed prices exclude the costs of shipping – costs of shipping vary depending on the destination where the merchandise is shipped to and the final weight of the parcel. The costs of shipping are calculated automatically and displayed to the Customer during checkout the Order.
- 5.3. We reserve the right to make a correction of the displayed prices after placing an Order if we discover that such prices are apparently erroneous. In such event we shall inform you about the correct prices and you must agree to such correction. If you do not agree to such correction, you have a right to cancel the Order. Where the contract between the parties was concluded and you do not agree to the price correction, you have a right to withdraw from the contract within 5 days from the receipt of information that you do not agree to the price correction.
- 5.4. All Payments are made via PayPal, immediately after conclusion of the purchase contract.
- 5.5. We are not responsible for any fees or charges that your bank or debit or credit card issuer may apply.
- 5.6. Please note that you may be charged local tax, if applicable.
- 5.7. We use a third-party service provider for payment services (e.g., debit or credit card transaction processing, merchant settlement, and related services). Whenever you provide payment information to us, you confirm that you are the authorized user of the respective debit or credit card and authorize us to charge your payment provider.
- 5.8. By placing the Order, you consent to receiving an electronic tax invoice. The invoice will be sent electronically to the provided e-mail.
- 5.9. All discounts, promotions and other reductions of prices remain valid until stocks last or until we restore the standard prices and displays those in the Store.

- 5.10. Your cost of using means of communication when communicating with us is governed by the terms and conditions between you and the provider of the relevant means of communication.

## **6. DELIVERY**

- 6.1. Delivery time is dependent on various factors such as availability of merch, payment terms or country of delivery. If the merchandise is available, we shall dispatch the Order without undue delay after we receive full payment from you.
- 6.2. If the merchandise is currently unavailable, we shall inform you about the planned stock. This information is not binding, and we reserve the right to change it.
- 6.3. The shipping is done from the Czech Republic. We use the services of the Czech Post – well established domestic and international registered postal service.
- 6.4. Typically, Orders are shipped out once a week every Monday.
- 6.5. If the Customer does not receive the parcel within 30 days from the day it was shipped, he/she becomes eligible for a refund. If the Customer has any requests or questions regarding shipping and delivery, he/she is advised to contact us via email to [eshop@factorio.com](mailto:eshop@factorio.com) – we will make the best efforts to effectively resolve the Customer's requests or questions.

## **7. OWNERSHIP OF MERCH, RISK OF DAMAGE**

- 7.1. You acquire ownership of the merchandise by paying the full purchase price.
- 7.2. Risk of damage on merchandise passes to you at the moment of its delivery to the you. The same applies to cases where you had the opportunity to collect the merchandise, but you did not do so.
- 7.3. At the moment when you take the Order from the carrier, you are obliged to check the integrity of the packaging and in the event of any defects immediately notify the carrier.
- 7.4. If you discover damage on the parcel which indicates an unauthorized interference with the parcel, you are advised not to accept the shipment from the carrier and fill in an appropriate record of the shipment damage. By signing the delivery note you confirm the parcel was in good state.

## **8. COMPLAINTS AND WARRANTY**

- 8.1. The merchandise shall be considered defective in particular when it does not have the usual or presented properties, do not serve its purpose, do not comply with statutory requirements, is encumbered by third party rights or have not been delivered in the agreed quantity. Likewise, shortcomings in gifts and other gratuitous performance we provide beyond the scope of your Order do not constitute a defect. Pictures of products in our Store are illustrative only and do not constitute a binding depiction of the merch's properties (for example, the color may differ due to a different light).
- 8.2. We are not responsible for any defects that were caused after the transfer of the risk of damage to the merchandise by external events and were not caused by us or persons with whom we fulfilled our obligation, i.e., cases of mechanical damage after delivery, the use or storage of

the merchandise in violation of its purpose or recommendation to use or due to failure to familiarize with the recommendation for use.

- 8.3. Complaints for defects in merchandise can be sent to our e-mail address [eshop@factorio.com](mailto:eshop@factorio.com). If the merchandise is defective and is a material breach of purchase contract, you have the following rights:
- a) to remedy the defect by supplying new merchandise without defect or by supplying the missing part of the merchandise;
  - b) to remedy the defect by repairing the merchandise;
  - c) a reasonable discount on the price;
  - d) to withdraw from the purchase contract.

In the event that you choose to resolve under a) or b) and we do not remedy the defect in this way within a reasonable time we have specified, or we tell you that we will not remedy the defect in this way at all, you have rights under c) and d), even if you did not originally request them as part of the claim. At the same time, if you choose to have the defect removed by repairing the merchandise and we find that the defect is irreparable, we will notify you and you may choose another method of remedying the defect.

- 8.4. If the merchandise is defective and is an immaterial breach of the purchase contract, you have the following rights:
- to remedy the defect by supplying new merchandise without defect or by supplying the missing part of the merchandise;
  - to remedy the defect by repairing the merchandise;
  - to a reasonable discount on the price.

However, if we do not remove the defect in time or refuse to remove the defect, you have the right to withdraw from the purchase contract. You may also withdraw if you cannot use the merchandise properly because of the recurrence of defects after the merchandise have been repaired or if there are a large number of defects in the merch.

- 8.5. In the event of a material or immaterial breach, you may not withdraw from the purchase contract or claim delivery of a new item unless you can return the merchandise in the condition in which you received it to our address. This does not apply in the following cases:
- if the condition of the merchandise has changed as a result of an inspection to detect a defect;
  - if the impossibility of returning the merchandise in its unaltered condition was not caused by your conduct or by your omission.
- 8.6. When filing a complaint, you are required to provide all information necessary for the identification of the claimed merchandise in the course of a complaint, to describe the merchandise defect in a true, fully and comprehensible manner, indicate the desired solution and to provide contact details for the purpose of communicating the processing of the complaint.
- 8.7. We will inform you of the progress of the complaint, in particular of its receipt, acceptance or rejection, via e-mail or text messages.
- 8.8. We will make a decision on the complaint without delay. The processing of the complaint including the defect removal will not exceed ordinarily 30 days. Otherwise, you shall be entitled to withdraw from the purchase contract. It is necessary for you to provide us with the assistance required to meet the above time limit.

- 8.9. In case of a justified complaint, we will bear the costs associated with the return of the products.
- 8.10. Please note that most of our merchandise is handmade, therefore minor variations in the appearance of delivered merchandise may occur. Such variations, if minor, do not represent a fault in the merchandise and generally may include:
- Minor variations in the print;
  - Stray shirt threads;
  - Sticky residue. This is from the light adhesive our printer sometimes uses to keep the shirts from shifting during print — it washes off easily;
  - Gaps or buildup in the ink when printed on/around seams;
  - Faint chemical smell as a result of the discharge printing inks — it's gone after the first wash;
  - Small spots of discoloration or dust on the shirt - this is usually from the printing press and, like everything, generally washes right out;
  - Two different shirts of the same size being slightly larger or smaller than each other
- 8.11. You have the right to exercise your rights from defective performance within 24 months of receipt of the merch.
- 8.12. The provisions on the right from defective performance do not apply in the case of:
- the merchandise is sold at a lower price, to the defect for which the lower price was agreed;
  - wear and tear of the merchandise caused by their normal use;
  - used merchandise for a defect corresponding to the degree of use or wear and tear to which the merchandise has been subject when you received it;
  - where the nature of the merchandise so requires.
- 8.13. If you wish to file a complaint, you can use our form available at [https://factorio.com/store/complaint\\_form](https://factorio.com/store/complaint_form).

## **9. RIGHT TO WITHDRAW FROM THE CONTRACT**

- 9.1. If the purchase contract is concluded by means of long-distance communication systems (e-shop), you have the right, in accordance with the Section 1829 (1) of the Civil Code, to withdraw from the contract within 14 days after the delivery of the merchandise without the need to state a reason (if various kinds of merchandise or delivery of few parts is subject of the contract, the time period runs from the date of the delivery of the last package of merch). Withdrawal from the contract must be sent to us within the time period specified in previous sentence. In case of withdrawal from the purchase contract no penalty is applied by us.
- 9.2. In case you want to withdraw from the contract in the 14-day period as stated in the previous paragraph, you shall contact us in writing (via e-mail), state that you withdraw from the contract and communicate the Order number and date of purchase to us. For this purpose, you can use the form for withdrawal from the purchase contract available at [https://factorio.com/store/withdrawal\\_form](https://factorio.com/store/withdrawal_form).
- 9.3. In case the you withdraw from contract in accordance with these Terms and Conditions, we shall return the funds received from you within 14 days from the withdrawal (with the

exception of any additional amounts associated with the delivery of the merchandise resulting from the fact that you selected a delivery option for the merchandise that is different from the cheapest standard delivery method offered by us in accordance with the Section 1832 (2) of the Civil Code). The refund will be provided to you by the same method the original payment was made by the you.

- 9.4. Upon withdrawal, you shall send or forward the merchandise received to us without undue delay, no later than 14 days after the withdrawal. The merchandise must be returned in undamaged state and in the original packaging, if possible. Cost of returning the merchandise shall be borne by you. However, you are entitled to a refund in the amount of the cheapest delivery method offered by us on a day of conclusion of purchase agreement.
- 9.5. We are entitled to add our own real expenses incurred in connection with the return of the merchandise to the purchase price which is supposed to be refunded to you.
- 9.6. The Customer has no right of withdrawal from the contract in accordance with Section 1837 of the Civil Code particularly in case of following contracts:
  - contract for the provision of services, if the services were provided to the Customer, with his prior explicit consent, before the deadline for withdrawal from the contract and the entrepreneur told the Customer before entering into the contract, that in such case the Customer has no right for withdrawal;
  - contract on delivery of the goods that were customized according to the Customer's request;
  - contract on delivery of goods in closed packaging, that were taken out from the packaging by the Customer and thus cannot be returned due to hygienic reasons;
  - contract on delivery of audio or video recording or computer program, if the Customer broke its original packaging.
- 9.7. We are entitled to withdraw from the purchase contract at any time before we deliver the merchandise to you if there are objective reasons why the merchandise cannot be delivered (in particular, reasons on the part of third parties or reasons in the nature of the merch), We may also withdraw from the purchase contract if it is clear that you have deliberately provided incorrect information in the Order. If you are purchasing mech in the course of your business, i.e., as an entrepreneur, we are entitled to withdraw from the purchase contract at any time, even without giving a reason.
- 9.8. We are not responsible for any loss, injury or property damage, whether direct or indirect, caused by a defect of the delivered goods, if such loss, injury or property damage was not incurred by the negligence, by the omission or the intent on our side.

## **10. OUT-OF-COURT DISPUTE RESOLUTION**

- 10.1. In the event of any disputes arising from the purchase of our products, you as our Customer may first contact us to resolve them directly.
- 10.2. In the event of any dispute between us and our Customer who is a consumer, the Customer may also contact the competent out-of-court dispute resolution body, which is the Czech Trade Inspection Authority ([www.coi.cz](http://www.coi.cz)). More information is available at <https://www.coi.cz/informace-o-adr/>.
- 10.3. Alternatively, in the event of any dispute between us and our Customer who is a consumer, the Customer may also use the online dispute resolution platform established by the European

Commission at <http://ec.europa.eu/consumers/odr/>.

## **11. FINAL PROVISIONS**

- 11.1. Please note that we are required to issue a receipt to our customers. We are also obliged to register the sale online with the relevant tax authority, in the event of a technical failure no later than within 48 hours.
- 11.2. The agreement concluded between you and us will be archived by us for the purpose of its successful fulfilment in electronic form for 5 years and will not be accessible to third parties. Information on the individual technical steps leading to the conclusion of the agreement can be seen from these Terms and Conditions, where this process is clearly described.
- 11.3. If you have any questions, you can submit them to us via on-line submission form which is available on our website. Please note that we will ask you for your e-mail address before you submit your questions so that we can reply to them. By providing the e-mail address to us, you agree that we may process it in accordance with our privacy policy.
- 11.4. All trademarks, names or logos with which the goods sold in online store is marked or which are used in computer games are the sole property of their respective owners. The use is possible only with the consent of the owners.
- 11.5. Our agreement and these Terms and Conditions are concluded in English and shall be governed by the laws of the Czech Republic and the European Union.
- 11.6. If any provision of these Terms and Conditions is invalid or unenforceable, or becomes invalid or unenforceable, the affected provision shall be deemed replaced by a new provision, the purpose and effect of which is most close to the invalid or unenforceable provision. The invalidity or unenforceability of one provision shall not affect the validity and enforceability of the other provisions.
- 11.7. We reserve the right, in our sole discretion, to amend, modify, supplement or otherwise change these Terms and Conditions at any time and for any reason. Any new version of these Terms and Conditions supersedes its previous version as of the date of effectivity of the new version. We will announce any such changes of these Terms and Conditions by displaying a notice on our website <https://factorio.com>. You should review the information posted on our website <https://factorio.com> periodically to stay informed of all announced changes.
- 11.8. Personal data is processed in accordance with the Privacy Policy, which can be found here: [www.factorio.com/privacy-policy](http://www.factorio.com/privacy-policy).
- 11.9. The Terms and Conditions are effective as of 18<sup>th</sup> January 2023.