

# General Terms and Conditions

## Article I.

### Basic Provision

1. These general terms and conditions (hereinafter referred to as "terms and conditions") are in accordance with the provisions of Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as "the Civil Code"), Act No. 250/2007 Coll., on Consumer Protection and on the amendment of Act No. 372 of the Slovak National Council. /102/2014 Coll. on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded outside the seller's business premises and on amendment and supplementation of certain acts (hereinafter referred to as the "Act on Consumer Protection in Distance Selling")

Business name: **moiproduct, s.r.o.**  
Legal form: Limited liability company  
Registered office: ul. Protifašistických bojovníkov 3947/7, 080 01 Prešov  
ID: 55 652 913  
VAT: 2122048335  
VAT ID: SK2122048335  
Registered in: Entry in the Commercial Register of the District Court of Košice,  
sec. Sro, vl.č. 57438/V

(hereinafter referred to as the "**Seller**")

2. Contact details:

Telephone number: +421917911639

E-mail: [info@moiproduct.com](mailto:info@moiproduct.com)

3. The address where the buyer can file a claim, complaint or other complaint:

**moiproduct, s.r.o.**

ul. Protifašistických bojovníkov 3947/7, 080 01 Prešov

4. Supervisory authority:

Slovenská obchodná inšpekcia (SOI)

Inšpektorát SOI pre Bratislavský kraj

Prievozská 32, 820 07 Bratislava

P.O. Box: 5

Odbor výkonu dozoru

tel. č. 02/58 27 21 72, 02/58 27 21 04

fax č. 02/58 27 21 70

<http://www.soi.sk>

<http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>

5. These terms and conditions govern the mutual rights and obligations between the Seller and the individual who concludes a purchase contract (hereinafter referred to as the "**Buyer**")

through the web interface located on the website available at [www.moiproduct.com](http://www.moiproduct.com) (hereinafter referred to as the "Online Shop").

6. The provisions of the terms and conditions are an integral part of the purchase contract. Different arrangements in the purchase contract take precedence over the provisions of these terms and conditions.
7. The provisions of the terms and conditions are an integral part of the purchase contract. Different arrangements in the contract of sale take precedence over the provisions of these terms and conditions.
8. These terms and conditions and the purchase contract are concluded in Slovak language.

## **Article II. Introductory provisions**

1. These terms and conditions as in force on the date of conclusion of the purchase contract are an integral part of the purchase contract. In the event that a contract of sale is concluded in writing in which terms and conditions are agreed which deviate from these terms and conditions, the provisions of the contract of sale shall prevail over these terms and conditions. The newly agreed terms and conditions must not conflict with other legal provisions (reduction of the return period, warranty period, etc.).
2. For the purposes of these terms and conditions, a supplementary contract means a contract where the buyer acquires goods or is provided with a service that is related to the subject matter of the contract of sale, provided that the goods or service are supplied by the seller or a third party on the basis of their agreement.
3. For the purposes of these terms and conditions, a supplementary contract means a contract where the buyer acquires goods or is provided with a service that is related to the subject matter of the contract of sale, provided that the goods or service are supplied by the seller or a third party on the basis of their agreement.
4. For the purposes of these terms and conditions, a supplementary contract means a contract where the buyer acquires goods or is provided with a service that is related to the subject matter of the contract of sale, provided that the goods or service are supplied by the seller or a third party on the basis of their agreement.
5. For the purposes of these terms and conditions, a supplementary contract means a contract where the buyer acquires goods or is provided with a service that is related to the subject matter of the contract of sale, provided that the goods or service are supplied by the seller or a third party on the basis of their agreement.
6. The displayed purchase price for the goods on any e-commerce website operated by the Seller includes value added tax in the amount specified by the applicable Slovak law. It does not include the price for transport of the goods or other optional services. All sales and other promotions are valid while stocks last, unless otherwise stated for the goods in question.
7. The Seller has the right to adjust the selling price of the goods at any time, which is indicated on the e-commerce website. Such a change does not apply to sales contracts concluded before the price change, regardless of the fact that the goods have not yet been delivered.

8. All presentations of the goods placed in the catalogue of the online store are of an informative nature and the seller is not obliged to conclude a contract of sale with regard to these goods.
9. The operator of the electronic/internet shop (e-shop) is the company moiproduct, s.r.o., with its registered office at ul. Protifašistických bojovníkov 3947/7, 080 01 Prešov, ID No.: 55 652 913
10. The buyer (orderer) is understood to be a consumer - a natural person who is not an entrepreneur, who has sent an electronic order, processed through the electronic system of trade www.moiproduct.com and whose purchased goods or provided services do not serve for the performance of employment, profession or who does not act within the scope of their trade or other business activity.

### **Article III.**

#### **Order and conclusion of the purchase contract**

1. The purchase contract is concluded on the basis of a proposal sent by the buyer to the seller in the form of a completed and submitted form via the website of the seller to whom he sent the proposal for its conclusion. The subject matter of the contract is the transfer for consideration of the ownership right to the goods specified by the buyer for the purchase price and under the conditions specified in this order (hereinafter referred to as the "order").
2. The buyer orders the goods in the following ways:
  - a) through his customer account, after prior registration in the online store,
  - b) by completing the order form without registration.
- 4.3. The order confirmation contains information that the Seller has received the order, which does not, however, constitute acceptance of the proposal to conclude the purchase contract.
3. When placing an order, the buyer chooses the goods, the number of pieces of goods, the method of payment and delivery.
4. Before sending the order, the buyer is allowed to check and change the data he has entered in the order. The Buyer sends the order to the Seller by clicking on the SUBMIT ORDER WITH PAYMENT OBLIGATION button. The information provided in the order is considered correct by the Seller. The validity of the order is subject to the completion of all mandatory data in the order form and the Buyer's acknowledgement that he/she 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 email address provided by the Buyer at the time of ordering. This confirmation is automatic and shall not be deemed to constitute a contract. The confirmation shall be accompanied by the Seller's current terms and conditions. The purchase contract is concluded only after the seller has received the order. Notification of receipt of the order is delivered to the buyer's email address. / In the event that any of the requirements stated in the order cannot be fulfilled by the Seller, the Seller will send an amended offer to the Buyer'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 the Buyer's acknowledgement of receipt of this offer to the Seller at the email address specified in these Terms and Conditions.

6. In the event that there is an obvious technical error on the part of the Seller in the indication of the price of the goods in the online store or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer for this completely obviously erroneous price, even if the Buyer has been sent an automatic acknowledgement of receipt of the order under these Terms and Conditions. The Seller shall inform the Buyer of the error without undue delay and shall send the Buyer an amended quotation to the Buyer's email address. The amended offer shall be deemed to be a new draft purchase contract and the purchase contract shall be concluded in such case by the confirmation of receipt by the Buyer to the Seller's email address.

#### **Article IV. Customer Account**

1. Based on the buyer's registration made in the online shop, the buyer can access his customer account. From his customer account, the buyer can order goods. The Buyer can also order goods without registration.
2. When registering for a customer account and when ordering goods, the buyer is obliged to provide correct and truthful information. The buyer is obliged to update the information provided in the user account with any changes. The data provided by the Buyer in the customer account and when ordering goods shall be deemed correct by the Seller.
3. Access to the customer account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his/her customer account. The Seller shall not be liable for any misuse of the customer account by third parties.
4. The Buyer is not entitled to allow third parties to use the customer account.
5. The Seller may terminate the user account, especially in the event that the Buyer does not use his/her user account for a longer period of time or in the event that the Buyer breaches his/her obligations under the Purchase Agreement or these Terms and Conditions.
6. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties.

#### **Article VII. Rights and Obligations of the Seller**

##### **1. The Seller is obliged to:**

- a) in the case of order confirmation in the form of acceptance, the Seller is obliged to deliver the goods to the Buyer in the agreed quantity, time and quality and to pack and transport them in the manner necessary for their preservation and protection.
- b) ensure that the delivered goods comply with the applicable legislation of the Slovak Republic,
- c) send confirmation of the conclusion of the contract of sale on a durable medium, for example by e-mail,

- d) no later than together with the goods to hand over to the buyer in electronic or written form all necessary documents for the acceptance and use of the purchased goods, as well as other documents prescribed by the applicable legislation of the Slovak Republic, such as instructions in the Slovak language, delivery note, warranty card and tax document.
2. The Seller has the right to the proper and timely payment of the purchase price by the Buyer for the delivered goods.
3. In the event of unavailability of goods or out of stock, the Seller is unable to deliver the goods to the Buyer within the period agreed in the Purchase Contract, specified in these Terms and Conditions or at the agreed purchase price, it is the Seller's obligation to offer the Buyer an alternative performance, or alternatively the possibility of withdrawal from the Purchase Contract for the Buyer (cancellation of the order). Withdrawal from the purchase contract or cancellation of the order is possible by sending an e-mail to the buyer. In the event of payment of the purchase price or part thereof by the Buyer, the Seller is obliged to return all payments and thus the already paid purchase price or part thereof, including shipping, delivery and postage costs and other costs and fees within 14 days from the date of receipt of the e-mail of withdrawal from the purchase contract or cancellation of the order to the Buyer to the account specified by him, unless the parties agree otherwise. If the Buyer does not accept the substitute performance offered by the Seller and does not withdraw from the Purchase Contract, the Seller is entitled to withdraw from the Purchase Contract. In the event of payment of the purchase price or part thereof by the Buyer, the Seller is obliged to return the purchase price already paid or part thereof within 14 days from the date of delivery of the withdrawal from the purchase contract to the Buyer.

#### **Article VIII.**

#### **Rights and Obligations of the Buyer**

##### **Obligations of the Buyer:**

- a) pay the agreed purchase price to the Seller within the agreed due date, including the cost of delivery of the ordered goods,
- b) take delivery of the goods that have been ordered and delivered,
- c) confirm receipt of the goods in the delivery note with his signature or the signature of a person authorised by him.

#### **Article VIII.**

#### **Delivery and payment terms**

1. For each product on the e-commerce website, the usual availability of the goods is indicated. Upon receipt of the order, the Seller shall check the availability of the goods and if the goods are out of stock, the Seller shall immediately inform the Buyer and the Buyer and the Seller shall agree on the next course of action.
2. The Seller is obliged to deliver the item to the Buyer without delay, no later than 30 days from the date of conclusion of the purchase contract, unless otherwise agreed in the purchase contract. If the Seller has not fulfilled this obligation, the Buyer may call upon the Seller to

deliver the item within a reasonable additional period of time specified by the Buyer. If the item is not delivered even within this additional reasonable period, the buyer is entitled to withdraw from the contract.

3. The Seller is entitled to invite the Buyer to take over the goods even before the expiry of the delivery period agreed in the Purchase Contract.
4. The display of the goods on any e-commerce website operated by the Seller is not for illustrative purposes only. Dimensions, weight and other data about the goods that appear in the Seller's catalogues, brochures and other documents placed on the Seller's e-commerce website are given by the manufacturer and may differ from the reality by +- 1% of the stated value.
5. It is the Buyer's obligation to take delivery of the goods at the agreed place, according to the contract of sale or otherwise at the time prior to delivery of the goods (hereinafter referred to as the "place"). The Buyer is obliged to take delivery of the Goods at the time agreed by the Seller or its agent authorised to deliver the Goods and the Buyer in the Contract of Sale or otherwise at the time prior to delivery of the Goods (the "Time Scope").
6. If the Seller delivers the goods to the Buyer at the place and within the time range, it is the Buyer's obligation to take delivery of the goods in person or to arrange for a person authorised by the Buyer to take delivery of the goods. The Buyer is obliged to sign a record of the payment of the purchase price, of the delivery and of the handing over of the goods. It is the obligation of the third party authorised to take delivery of the goods to provide the Seller with a copy of the acceptance of the order. Upon delivery of the goods to the Buyer, the goods shall be deemed to have been delivered. Delivery of the Goods to the Buyer means delivery of the Goods to the Place, acceptance of the Goods by the Buyer or a third party authorised by the Buyer and the signing by the Buyer or a third party authorised by the Buyer of a record of payment of the Purchase Price and delivery and handover of the Goods.
7. In the event of the need to repeat the delivery of the goods due to the absence of the Buyer at the place and within the time range or if the Buyer fails to take delivery of the goods within 7 days after the time range has expired without prior written withdrawal from the contract of sale, the Seller shall be entitled to claim compensation in the amount of the actual costs of the damage incurred for the attempted unsuccessful delivery of the goods to the place.
8. It is the buyer's responsibility to inspect the received shipment, the packaging of the goods and also the goods, immediately after delivery in the presence of a representative of the seller, for example a courier. If a defect in the goods is detected, it is the duty of the seller's representative to allow the buyer to make a record of the nature and extent of the defect in the goods, the accuracy of which shall be confirmed by the seller's representative. With the record so made and delivered to the Seller, the Buyer may refuse to accept delivery of the defective goods or acknowledge delivery of the defective goods and may subsequently claim defects in the goods from the Seller or a person designated by the Seller. If the Buyer refuses to accept delivery of the defective goods, all reasonable costs incurred in returning the goods to the Seller shall be borne by the Seller.
9. In case of non-delivery of the goods within 30 days by the Seller, the Buyer is entitled to withdraw from the purchase contract within the period and the Seller is obliged to return the already paid purchase price or its part to the Buyer within 14 days from the moment of

delivery of the withdrawal from the purchase contract. The funds shall be transferred to a bank account designated by the Buyer.

**Article IX.**  
**Purchase Price**

1. The purchase price for the goods agreed in the purchase contract between the Buyer and the Seller is stated in the order acceptance (hereinafter referred to as the "Purchase Price"). If the purchase price stated in the order acceptance is higher than the price for identical goods stated in the e-commerce offer at the time of sending the order by the Buyer, the Seller shall deliver an electronic message to the Buyer informing him of the offer of a new purchase price in a different amount, which shall be deemed to be the Seller's proposal for the conclusion of a new purchase contract, which must be expressly confirmed by the Buyer by e-mail or in writing in order for a valid conclusion of the purchase contract to take place.
2. The Buyer is obliged to pay the Seller the purchase price including the cost of delivery of the goods in cash upon personal receipt of the goods or by cash on delivery at the place of delivery of the goods.
3. The Buyer is obliged to pay the Seller the purchase price for the agreed goods within the period according to the purchase contract, but at the latest upon receipt of the goods.
4. The Seller shall be entitled to refuse delivery of the Goods to the Buyer if the Buyer fails to pay the Seller the full purchase price by the time the Goods are delivered to the Site and the parties have not agreed to pay the purchase price for the Goods in instalments.
5. Installation, removal of the goods and related costs are not included in the purchase price and the Seller is not obliged to provide these services to the Buyer.

**Article X.**  
**Acquisition of ownership and transfer of risk of damage to goods**

1. The buyer acquires the ownership right to the goods only upon full payment of the purchase price for the goods.
2. At the moment of acceptance of the goods by the Buyer or a third person authorised by the Buyer from the Seller or his representative authorised to deliver the goods, or if he fails to do so in time, at the time when the Seller allows the Buyer to dispose of the goods and the Buyer does not take possession of the goods, the risk of damage to the goods passes to the Buyer.

**Article XI.**  
**Privacy Policy**

1. The Parties agree that the Buyer is obliged to notify the Seller in the order of his name and surname, address of permanent residence, including postal code, telephone number and e-mail address for the purpose of proper processing and delivery of the order if he is a natural person.
2. The Parties agree that for the purpose of proper processing and delivery of the order, the Buyer, if a legal entity, is obliged to notify the Seller in the order of its business name,

registered office address, including postal code, VAT number (if assigned), telephone number and e-mail address.

3. The buyer who has registered in the online store can check and change the personal data provided at any time, as well as cancel his registration by logging in on the e-commerce website in the My Account section.
4. The Seller hereby notifies the Buyer that pursuant to Article 6(1) (b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27. April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), (hereinafter referred to as the "Regulation"), the Seller, as the operator of the information system, will process the Buyer's personal data in the process of concluding the Purchase Contract without the Buyer's consent as a data subject, since the processing of the Buyer's personal data will be carried out by the Seller within the framework of pre-contractual relations with the Buyer and the processing of the Buyer's personal data is necessary for the performance of the Purchase Contract in which the Buyer acts as one of the contracting parties.
5. Pursuant to Article 6(1)(f) of the Regulation, the Seller may, after delivery of the ordered goods or services to the Buyer, on the basis of legitimate interest, also process the Buyer's personal data for direct marketing purposes and send information about new products, discounts and promotions on the offered goods or services to the Buyer's e-mail address.
6. The Seller undertakes to handle and dispose of the Buyer's personal data in accordance with the applicable laws of the Slovak Republic.
7. The Seller declares that, in accordance with Article 5(1)(a) and (b) of the Regulation, it will collect the Buyer's personal data solely for the purpose set out in these Terms and Conditions.
8. The Seller declares that for purposes other than those specified in these Terms and Conditions, it will always collect the Buyer's personal data separately on an adequate legal basis and will also ensure that such personal data will be processed and used only in a manner that is consistent with the purpose for which it was collected and will not be combined with personal data collected for another purpose or for the purpose of performance of the Purchase Contract.
9. The Buyer will be asked to confirm that the Seller has given sufficient, clear and unmistakable notice to the Buyer by ticking the box before sending the order:
  - a) your identification data, which are listed in Article 1 of these Terms and Conditions, proving the identity of the Seller,
  - b) the contact details of the Seller or the Seller's responsible person,
  - c) the purpose of the processing of personal data, which is the conclusion of the purchase contract between the Seller and the Buyer and the legal basis for the processing of personal data,
  - d) that the Buyer is obliged to provide the requested personal data for the purpose of concluding the purchase contract and the proper processing and delivery of the order,

- e) if the processing is based on Article 6(1)(f), that the legitimate interest pursued by the Seller is direct marketing, "Identification details of the third party, which is the company that will deliver the ordered goods to the buyer, or identification details of other recipients or categories of recipients of personal data, if they exist,
  - f) the period of retention of the personal data or the criteria for determining it,
1. The Seller declares that it will process personal data in accordance with good manners and will act in a manner that does not contravene or circumvent the Regulation or other generally applicable laws.
  2. In accordance with the Regulation, the Seller shall provide the following information to the Buyer whose data it processes:
    - a) the identity and contact details of the seller and, where applicable, the seller's representative,
    - b) the contact details of the responsible person, if any,
    - c) the purposes for which the personal data are processed and the legal basis for the processing,
    - d) where the processing is based on Article 6(1)(f), the legitimate interests pursued by the seller or the third party,
    - e) the recipients or categories of recipients of the personal data, if any,
    - f) where applicable, information that the seller intends to transfer the personal data to a third country or an international organisation,
    - g) the period of retention of the personal data or the criteria for determining it,
    - h) information on the existence of the right to request access to his personal data from the seller and the right to rectification or erasure or restriction of processing or the right to object to processing as well as the right to data portability,
    - i) the right to lodge a complaint with a supervisory authority,
    - j) information on whether the provision of personal data is a legal or contractual requirement or a requirement necessary for the conclusion of a contract, whether the purchaser is obliged to provide personal data, as well as the possible consequences of not providing such data,
    - k) the existence of automated decision-making, including profiling;

The Buyer has the right to obtain from the Seller a copy of the personal data that is processed and to obtain all of the above information in addition to it. For any additional copies requested by the Buyer, the Seller may charge a fee equivalent to the administrative costs of making the copy.

3. If the Buyer exercises its right under clause 11 of this Article in writing or electronically and it is clear from the content of its request that it is exercising its right under clause 11 of this Article, the request shall be deemed to have been made pursuant to this Regulation.

4. The Buyer shall have the right to object to the Seller to the processing of his personal data which he believes is or will be processed for direct marketing purposes, including profiling to the extent that it is related to such direct marketing. If the Buyer objects to such processing, the Seller shall cease processing the Personal Data for direct marketing purposes from the date of receipt of such objection by the Seller and the Personal Data of the Buyer concerned may not and shall not be processed for such purposes.
5. If the Buyer suspects that his/her personal data is being processed unlawfully, he/she may lodge a complaint with the Office for Personal Data Protection of the Slovak Republic. If the buyer does not have full legal capacity, his rights may be exercised by his legal representative.
6. The Seller shall take reasonable steps to provide the Buyer with all information in a concise, transparent, comprehensible and easily accessible form, clearly and simply worded. The Seller shall provide the information electronically or, in accordance with the Regulation, by such other means as may be agreed with the Buyer.
7. The Seller shall provide the Buyer without undue delay, and in any event within one month of receipt of the request, with information about the measures taken in response to the Buyer's request.
8. The Seller hereby notifies the Buyer that in order to perform the concluded contract, it is assumed that the Buyer's personal data will be disclosed and made available to the following third parties, or groups of recipients, when processing the Buyer's personal data:

Pack4you, s.r.o., Na Pántoch 18 831 06 Bratislava - mestská časť Rača

## **Article XII.**

### **Withdrawal from the purchase contract**

1. If it becomes impossible for the Seller to fulfil its obligations under the Purchase Contract due to the sale of stock, unavailability of the goods or if the manufacturer, importer or supplier of the goods agreed in the Purchase Contract has interrupted production or made such serious changes that it has become impossible to fulfil the Seller's obligations under the Purchase Contract or due to force majeure or if, even with all due diligence, the Seller has, which can be fairly demanded of him is unable to deliver the goods to the customer within the time specified in these terms and conditions or at the price specified in the order, the seller is obliged to inform the buyer immediately of this fact and is also obliged to offer the buyer an alternative performance or the possibility for the buyer to withdraw from the contract of sale (cancel the order). If the Buyer withdraws from the purchase contract for the reasons stated in this point of these terms and conditions, the Seller is obliged to return to the Buyer the deposit already paid for the goods agreed in the purchase contract within 14 days from the notification of withdrawal from the contract by transfer to the account designated by the Buyer.
2. The Buyer is entitled to withdraw from the Purchase Contract without giving any reason in accordance with § 7 et seq. 102/2014 Coll. on Consumer Protection in Distance Selling (hereinafter referred to as the "Act on Consumer Protection in Distance Selling") within 14 days from the receipt of the goods, or from the date of conclusion of the contract for the provision of services or the contract for the provision of electronic content not delivered on a

tangible medium, if the seller has timely and properly fulfilled the information obligations pursuant to § 3 of the Act on Consumer Protection in Distance Selling.

3. The Buyer has the right to unpack and test the goods within this period after receipt in a manner similar to the usual way when buying in a classic "brick and mortar" store, to the extent necessary to determine the nature, characteristics and functionality of the goods.
4. The withdrawal period shall commence on the day on which the Buyer or a third party designated by the Buyer, with the exception of the carrier, takes delivery of all parts of the ordered goods or if:
  - a) delivers goods consisting of several parts or pieces, from the date of receipt of the last part or piece,
  - b) delivers goods ordered by the Buyer in a single order separately, from the date of receipt of the goods which were delivered last,
  - c) under the contract, deliver the goods repeatedly over a specified period, from the date of acceptance of the first goods delivered.
5. The buyer may withdraw from the contract of sale, the subject of which is the purchase of goods even before the withdrawal period has started.
6. Withdrawal from the contract is required in writing, in a manner that does not give rise to any doubt that the withdrawal was made in error or in the form of a notation on another durable medium, or using the form attached as Annex 1 to these terms and conditions. The withdrawal period shall be deemed to have been complied with if the notice of withdrawal was sent to the Seller no later than on the last day of the period pursuant to Section 7(1) of the Distance Selling Consumer Protection Act.
7. Withdrawal from the contract of sale under the preceding paragraph of these terms and conditions must contain the information required in the form of withdrawal from the contract of sale, which forms Annex 1 to these terms and conditions, in particular the identification of the Buyer, the number and date of the order, the exact specification of the goods, the manner in which the Seller is to return the performance already received, in particular the account number and/or postal address of the Buyer.
8. In the event of withdrawal from the Purchase Contract by the Purchaser, any supplementary contract related to the Purchase Contract from which the Purchaser has withdrawn shall also be cancelled from the outset. No costs or other payments related to the cancellation of the supplementary contract may be claimed from the buyer, except for the costs and payments referred to in § 9 (3), § 10 (3) and (5) of the Act on Consumer Protection in Distance Selling and the price for the service, if the subject of the contract is the provision of a service and the service has been provided in full.
9. Within 14 days from the date of withdrawal from the purchase contract, the buyer is obliged to send the goods back to the address of the operator's registered office without undue delay or hand them over to the seller or a person authorized by the seller to take over the goods. This does not apply if the Seller has offered to collect the goods in person or through a person authorised by the Seller. The time limit under the first sentence of this point of these terms and conditions shall be deemed to have been observed if the goods have been handed over for carriage on the last day of the time limit at the latest.

10. The Buyer is obliged to deliver the goods to the Seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.
11. COD shipments will not be accepted by the Seller. It is recommended to insure the goods. The Seller is obliged to return to the Buyer without undue delay, no later than 14 days from the date of receipt of the notice of withdrawal, all payments received from the Buyer under or in connection with the contract of sale, including transport, delivery and postage costs and other costs and charges. The Seller shall not be obliged to refund payments to the Buyer under this clause of these Terms and Conditions before the Goods have been delivered to the Buyer or until the Buyer proves that the Goods have been sent back to the Seller, unless the Seller proposes to collect the Goods in person or through a person authorised by the Seller.
12. The costs of returning the goods to the Seller shall be borne by the Buyer. The goods shall be returned directly to the Seller or to a person authorised by the Seller to receive the goods. This does not apply if the seller has agreed to bear these costs himself or if he has not fulfilled his obligation under Section 3(1)(i) of the Act on Consumer Protection in Distance Selling.
13. The buyer is only liable for the reduction in value of the goods resulting from handling of the goods which is beyond the handling necessary to ascertain the characteristics and functionality of the goods. The consumer shall not be liable for the diminution in value of the goods if the seller has not fulfilled the information obligation on the consumer's right to withdraw from the contract pursuant to Section 3(1)(h) of the Act on Consumer Protection in Distance Selling.
14. The Seller is obliged to refund to the Buyer the purchase price for the Goods in the same manner as used by the Buyer in its payment, unless the Seller agrees with the Buyer on a different method of refund without the Buyer being charged additional fees in this regard.
15. In the event that the Buyer withdraws from the Contract and delivers to the Seller Goods that are used, damaged or incomplete, the Buyer agrees to reimburse the Seller:
  - a) the value by which the value of the goods has been reduced within the meaning of Section 457 of the Civil Code in the actual amount.
  - b) the costs incurred by the Seller in connection with the repair of the goods and their restoration to their original condition, calculated according to the price list for the after-warranty service of the goods.
16. The Buyer shall be obliged to pay to the Seller, in accordance with this clause of the Terms and Conditions, refunds not exceeding the difference between the purchase price of the Goods and the value of the Goods at the time of withdrawal from the Contract of Sale.
17. In accordance with § 7 (6) of the Act on Consumer Protection in distance sales, the buyer cannot withdraw from the contract, the subject of which are:
  - a) the sale of goods made to the consumer's specific requirements, custom-made goods or goods specifically designed for a single consumer,
  - b) the sale of goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been broken after

delivery,

- c) the sale of sound recordings, pictorial recordings, phonograms, books or computer software sold in protective packaging if the consumer has unwrapped that packaging,
  - d) the provision of electronic content otherwise than on a tangible medium, where the provision of that content has been initiated with the express consent of the consumer and the consumer has declared that he has been duly informed that the expression of that consent shall forfeit his right of withdrawal,
  - e) the sale of goods which, at the time after the conclusion of the contract and the receipt of the goods from the seller, have been assembled, put together or used by the buyer in such a way that their restoration to their original condition by the seller is not possible without increased effort and increased costs, e.g. assembled or put together furniture, etc.
18. The provisions of this article of these terms and conditions expressly do not apply to entities that do not meet the definition of a consumer set out in § 2 (a) of the Consumer Protection Act.

### **Article XIII.**

#### **Cancellation of customised orders**

1. Cancellation of the order 1. In the event that the subject of the order was goods for which it is not possible to withdraw from the concluded contract according to point XII paragraph 17 point a) of these terms and conditions, the consumer may cancel the order free of charge within 24 hours of its confirmation, subject to reimbursement of the costs reasonably incurred by the seller.
2. Until the work has been completed, the Buyer may withdraw from the contract; however, the Buyer shall be obliged to pay the Seller the amount attributable to the work already carried out, unless the Seller is otherwise unable to use the result of the work, and to reimburse the Seller for the costs reasonably incurred.

### **Article XIII.**

#### **Final provisions**

1. All agreements between the Seller and the Buyer shall be governed by the laws of the Slovak Republic. If the relationship established by the contract of sale contains an international element, then the parties agree that the relationship shall be governed by the law of the Slovak 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 3(1)(n) of the Act on Consumer Protection in Distance Selling.
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 Seller's permission.

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 use. 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 carry out any activity that could allow him or third parties to interfere with or use the software or other components of the online shop in an unauthorised manner and use the online shop or its parts or software in a manner that would be contrary to its intended use or purpose.
5. 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.
6. A sample withdrawal form is attached to the terms and conditions.

#### **Article VIV.**

##### **Alternative dispute resolution**

1. The Buyer has the right to ask the Seller for redress if he/she feels that the Seller has violated his/her rights or failed to handle the complaint to his/her satisfaction. If the Seller does not respond to the request within 30 days or responds to it in a negative manner, the consumer may submit a proposal for the initiation of an alternative dispute resolution to an alternative dispute resolution entity (hereinafter referred to as ADR entity) pursuant to Act No. 391/2015 Coll. Pursuant to Section 3 of Act 391/2015 Coll. the ADR entities are authorities and authorised legal persons. The consumer may submit a proposal in the manner specified under §12 of Act 391/2015 Coll. The application may also be submitted online through the alternative dispute resolution platform RSO.
2. Alternative Dispute Resolution is reserved exclusively for consumers natural persons, not purchasing entrepreneurs. Dispute resolution takes place between a consumer and a seller who have concluded a distance contract and whose dispute has a value of more than EUR 20. The maximum fee that ADR can charge is EUR 5 from the buyer, to cover costs.

**These Terms and Conditions become valid and effective on 1.6.2024**