

1. General provisions

These Business Terms and Conditions govern any rights and obligations of contracting parties resulting from the purchase contract concluded between the Seller - **Daša Kozmárová – Bubulákovo**, with registered office at Lužná 2320/6 Šaľa, 927 05, Company registration No: 47115238, registered in the Trade Licensing Register (TLR) of the District Court Šaľa, TLR No: 450-12247 (hereinafter referred to only as "Seller") and Buyer, whose subject matter shall be purchase and sale of the goods on the web page of Seller's online shop.

Seller's contact details:

Daša Kozmárová – Bubulákovo, with registered office at Lužná 2320/6, Šaľa, 927 05, Company registration No: 47115238, registered in the Trade Licensing Register (TLR) of the District Court Šaľa, TLR No: 450-12247

Tax registration No.: 1085828755

VAT No: SK1085828755

Operating plant:

Bubulákovo, Diakovská cesta 14 (premises Martech), Šaľa, 927 01

Phone: +421 907 206 666

Email: info@bubulakovo.sk

Supervisory authority:

Slovak Trade Inspection (SOI)

Inspectorate SOI for Nitra region (Nitriansky kraj)

P.O.BOX 49/A, Staničná 9

950 50 Nitra 1

Department of technical control of products and consumer protection and Legal department

Phone No: 037/772 00 01, 037/772 00 34 fax No: 037/772 00 24

<http://www.soi.sk>

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

- 1.1. These Business Terms and Conditions as valid on the day of the purchase contract conclusion form an inseparable part of the purchase contract. In case that the Seller and Buyer enter into a written purchase contract, in which they agree upon any terms being different from these Business Terms and Conditions, the provisions of the purchase contract will be in preference to these Business Terms and Conditions. Such agreed terms and conditions shall not conflict with other legal regulations (shortening of the period for goods return, warranty period, etc.)
- 1.2. For purposes of these Business Terms and Conditions, the ancillary contract shall mean a contract under which the Buyer acquires the goods or is provided a service related to the subject matter of the purchase contract if the goods are delivered or the service is provided by the Seller or a third party under their agreement.
- 1.3. The displayed purchase price for the goods on any web page of the online shop operated by the Seller shall include the value added tax in the amount as stated by valid legal regulation of the Slovak Republic and shall not include any price for goods transport or other optional services. All discounts are subject to stock sale, unless stated otherwise next to the specific goods.
- 1.4. Seller hereby reserves the right to modify the price for the goods stated on any web page of the online shop operated by the Seller. The price modification of the goods shall not apply to purchase contracts concluded prior to the price modification, regardless of the fact that the goods have not yet been delivered.
- 1.5. If the Seller fails to comply with his obligations under the valid legal regulations of the Slovak Republic or the European Communities or under these Business Terms and Conditions, the Buyer may exercise his right against the Seller through the competent court.

2. Means of purchase contract conclusion

- 2.1. A proposal for conclusion of the purchase contract is sent by the Buyer to the Seller in the form of a completed form on the web page of the Seller, through which he has sent the proposal for the purchase

- contract conclusion, the subject matter of which is the refundable transfer of ownership right to the goods marked by the Buyer, for the purchase price and under the conditions stated in this order (hereinafter referred to as "**the order**").
- 2.2. After the order is sent, the Buyer will automatically receive a notification of order receipt in Seller's electronic system (hereinafter referred to as "**order delivery confirmation**") on his email address. If necessary, any other information concerning the order may be sent to Buyer's email address.
 - 2.3. The order delivery confirmation informs that the Seller received the order, however, it shall not mean any acceptance of proposal for purchase contract conclusion.
 - 2.4. Consequently, the Seller will send to Buyer's email address the information if Buyer's order was accepted (hereinafter referred to as "**order acceptance**"). The order acceptance includes the information on the name and specification of the goods whose sale is the subject matter of the purchase contract, the details of the price for the goods and/or other services, the indication of the estimated delivery period, name and information about the location where the goods are to be delivered and information on possible price, conditions, means and time of goods delivery to the agreed place of goods delivery for the Buyer, information about the Seller (business name, registered office, company registration number, number of registration in the Companies register, etc.) and other necessary data, if needed.
 - 2.5. Purchase contract shall be concluded upon receipt of order acceptance in electronic or written form by the Buyer.
 - 2.6. The Seller informed the Buyer in clear, unambiguous, understandable and unmistakable manner, before sending the Buyer's order, about the pre-contractual information relating to the complaint, payment, commercial, transport and other conditions as follows:
 - a) he informed about the main characteristics of the goods or about the nature of the service within the appropriate scope of the used means of communication and the goods or service on the respective catalogue page of Seller's online shop,
 - b) he informed about the business name and registered office of the Seller on the respective sub-page of Seller's online shop and in article 1 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
 - c) he informed about Seller's telephone number and other data which are important for contact of Buyer with Seller, mainly the address of his electronic mail and fax number, if there are any, on the respective sub-page of Seller's online shop and in article 1 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
 - d) he informed about Seller's address, at which the Buyer may file a complaint on the goods or service or file another incentive, in article 1 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
 - e) he informed about the total price for the goods or services, including the value added tax and all other taxes, or if, by reason of the nature of the goods or service, the price cannot reasonably be determined in advance, the manner for its calculation and the cost of transport, delivery, postage and other costs and charges, or if such costs and charges cannot be determined in advance, he informed about the fact that the Buyer will be obliged to settle them on the respective catalogue page of Seller's online shop,
 - f) he informed about the payment conditions, supply conditions, the period within which the Seller is obliged to deliver the goods or provide service, about information on the procedure for filing and dealing with any complaints and incentives by the Buyer in the respective articles of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
 - g) he informed about the Buyer's right to withdraw from the purchase contract, about any conditions, period and procedure at exercising the right to withdrawal from the contract in article 10 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
 - h) he informed about provision of the form for withdrawal from the purchase contract in article 10 and in the annex to these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop; at the same time the Seller provided the form himself for withdrawal from the

purchase contract in the annex to these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

i) he informed that in case the Buyer withdraws from the purchase contract, he shall bear any costs connected with returning the goods to the Seller, in compliance with § 10(3) of the Act No 102/2014 Z.z. on consumer protection at sale of goods or provision of services based on a distance contract or a contract concluded outside Seller's premises and on amendment of certain acts (hereinafter referred to as the "**Consumer Protection Act on distance selling**"), and in case he withdraws from the purchase contract, also any cost of returning the goods, which due to its nature cannot be returned by post, in article 10 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

j) he informed about Buyer's obligation to pay to the Seller the price for the service provided under §10(5) of the Consumer Protection Act on distance selling, if the Buyer withdraws from the service contract after having given the Seller his explicit consent under § 4(6) of the Consumer Protection Act on distance selling, in article 10 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

k) he informed about any circumstances under which the Buyer loses his right to withdrawal from the contract in article 10 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

l) he informed about Seller's liability for damage on the goods or service as per provisions of §622 and 623 of the Civil Code in article 8 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

m) he informed about existence and details of warranty provided by manufacturer or Seller in compliance with stricter rules than stated in provision § 502 of the Civil Code, if manufacturer or Seller provides, as well as information on existence and conditions for assistance and services provided to the Buyer after sale of the goods or service provision, if such service is provided, on the respective catalogue page of Seller's online shop and article 9 of these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

n) he informed about existence of respective codes of conduct which the Seller is obliged to follow and on the way by which the Buyer may get acquainted with these codes or obtain their wording on the respective catalogue page of Seller's online shop,

o) he informed about length of contract duration, if it is the contract concluded for a limited period, the contract concluded for an unlimited period or if it is the contract of which validity is automatically prolonged, also information about conditions for withdrawal from the contract, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

p) he informed about minimal length of Buyer's obligations resulting from the purchase contract, if such an obligation results for the Buyer from the purchase contract, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

q) he informed about Buyer's obligation to pay an advance payment or provide another financial guarantee upon Seller's request and on conditions relating to provision thereof, if such an obligation results for the Buyer from the purchase contract, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

r) he informed about functionality, including any usable technical protective measures for provision of electronic content, if appropriate, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

s) he informed about compatibility of electronic content with the hardware and software that the Seller knows about or is reasonable to expect him to know about them, if appropriate, on the respective

catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

- t) he informed about a possibility and conditions for dispute resolution out of court, through the alternative dispute resolution system, if the Seller is bound to use this system, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
- u) he informed about any acts necessary for concluding the purchase contract, describing these necessary acts in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
- v) he informed about the fact that the purchase contract will be stored in electronic form at Seller's, and will be available for the Buyer after Buyer's written request, on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,
- w) he informed about the fact that the language offered for contract conclusion is Slovak on the respective catalogue page of Seller's online shop and in these Business Terms and Conditions, which are placed on the respective sub-page of Seller's online shop,

2.7. If the Seller failed to comply with his obligation to inform about payment of the ancillary fees or other costs as per paragraph 2.6. letter e) of these Business Terms and Conditions or about any costs for returning the goods as per paragraph 2.6. letter i) of these Business Terms and Conditions, the Buyer shall not be obliged to settle these ancillary costs or fees.

3. Seller's rights and obligations

3.1. Seller shall be obliged:

- a) to deliver, based on an order confirmed by order acceptance, to the Buyer the goods in the agreed quantity, quality and time and to pack them or prepare them for transportation in the manner necessary for its preservation and protection,
- b) to provide that the supplied goods comply with legal regulations valid in SR,
- c) to provide, without any undue delay after concluding the purchase contract, however together with the goods delivery at the latest, confirmation on purchase contract conclusion on a hard data carrier, for instance by email. The confirmation shall include any and all information stated in paragraph 2.6. including the Form for Withdrawal from the Purchase Contract,
- d) to send to the Buyer, together with the goods in written or electronic form, all the documents necessary for the takeover and usage of the goods and other documents prescribed by applicable Slovak legislation (manuals in Slovak language, warranty certificate, dispatch note, tax document).

3.2. Seller shall be entitled to receive due and timely payment of purchase price from the Buyer for the delivered goods.

3.3. If the Seller is unable to deliver the goods to the Buyer within the period stipulated in the purchase contract or determined by these Business Terms and Conditions or for the agreed purchase price due to stock sale or unavailability of the goods, the Seller shall be obliged to offer a substitute performance or an option for the Buyer to withdraw from the purchase contract (to cancel the order). The Buyer may withdraw from the purchase contract or cancel the order by sending an email. If the Buyer has already paid the purchase price or a part thereof, the Seller will refund the purchase price already paid or the part thereof within 14 days from the date of Buyer's receipt of the email informing about withdrawal from the purchase contract or cancellation of the order on a designated account, unless the contracting parties have agreed otherwise. If the Buyer does not accept the substitute performance offered by the Seller within a reasonable period, nor withdraws from the purchase contract, the Seller shall be entitled to withdraw from the purchase contract, and if the Buyer has already paid the purchase price or a part thereof, the Seller shall be obliged to refund the purchase price already paid or the part thereof within 14 days from the date of Buyer's receipt of the withdrawal from the purchase contract.

4. Buyer's rights and obligations

- 4.1. Buyer has been informed by the Seller of the fact that payment of the price is part of the order.
- 4.2. Buyer shall be obliged:
 - a) to take over the ordered and supplied goods,
 - b) to pay to the Seller the agreed purchase price in the agreed period of maturity including the costs for goods delivery,
 - c) to confirm the takeover of the goods in the dispatch note, by his signature or by a signature of a person authorized by him.
- 4.3. Buyer shall be entitled to get the goods in the amount, quality, date and place agreed upon by the contracting parties.

5. Delivery and payment conditions

- 5.1. Usual availability of the goods with the date of their dispatch is stated near each piece of goods on the web page of the online shop.
- 5.2. If Seller and Buyer have not agreed otherwise in the purchase contract, the Seller shall be obliged to deliver the item to the Buyer without undue delay, within 30 days after the purchase contract conclusion at the latest. If the Seller failed to comply with his obligation to deliver the item as per the first sentence, the Buyer will ask him to deliver the item in an additional reasonable period provided by him. If the Seller fails to deliver the item even in such additional reasonable period, the Buyer shall be entitled to withdraw from the contract.
- 5.3. The Seller shall be entitled to invite the Buyer to take over the goods even before the expiry of the delivery period agreed upon in the purchase contract.
- 5.4. Display of the goods on any web page of the online shop operated by the Seller is only illustrative. Display of fabric colours depends, among others, also on quality of the monitor or other equipment you are using.
- 5.5. The Buyer shall be obliged to take over the goods at the place agreed upon by the Seller, or his representative responsible for delivering the goods, and the Buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as "**the place**"). The Buyer shall be obliged to take over the goods within the time period agreed upon by the Seller or his representative responsible for delivering the goods and the Buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as "**the time period**").
- 5.6. If the Seller delivers the goods to the Buyer at the place and in the time period, the Buyer shall be obliged to take over the goods in person or to ensure that the goods are taken over by the person authorized by him to take over the goods and to sign a record of payment of the purchase price and delivery and handover of the goods. The third person authorized to take over the goods shall be obliged to submit to the Seller a copy of order acceptance. The goods shall be deemed delivered and taken over upon delivery of the goods to the Buyer. Delivery of the goods to the Buyer is understood to be delivery of the goods to the place, its takeover by the Buyer or a third person authorized by the Buyer and signing the record of payment of the purchase price and delivery and handover of the goods by the Buyer or a third person authorized by the Buyer.
- 5.7. If the delivery of the goods is to be repeated due to Buyer's absence on the place and in the time period, or if the Buyer does not take the goods within 7 days after vain expiry of the time period without any prior written withdrawal from the purchase contract, the Seller shall be entitled to claim damages in the amount of the actual costs of his attempt to unsuccessfully deliver the goods to the place.
- 5.8. The purchase contract is concluded with a resolatory condition stipulating the following: if the Buyer fails to settle the agreed purchase price as per paragraph 4.2 of these Business Terms and Conditions to the Seller within 15 days after Seller's call for the goods takeover, the contract shall be annulled from the very beginning, the contracting parties shall return or refund any and all received performances and the Seller shall acquire the right to freely deal with the ordered goods.

- 5.9. The Buyer shall be entitled to check the shipment, thus the goods and the packaging immediately after its delivery in the presence of Seller's representative. If the goods are found to be defective and/or if the consignment is not complete (lower number of pieces of goods or missing ordered goods), Seller's representative shall be obliged to allow the Buyer to make a record of the extent and nature of the defects of the goods, the accuracy of which is confirmed by Seller's representative. Based on such a record, delivered to the Seller, the Buyer may consequently refuse taking over the delivered defective goods, or confirm delivery of the defective goods and consequently, in compliance with article 8 of these Business Terms and Conditions, file a complaint on the defective goods at the Buyer's or a determined person. If the Buyer refuses to take over the delivered defective goods, all purposefully incurred costs for returning the goods to the Seller shall be borne by the Seller.
- 5.10. If the Seller fails to deliver the goods within the period stipulated in paragraph 5.2 of these Business Terms and Conditions, the Buyer shall be entitled to withdraw from the purchase contract and the Seller shall be obliged to return to the Buyer the already paid part of the purchase price within the period of 14 days after receipt of the withdrawal from the purchase contract by wire transfer to the Buyer's bank account determined by the Buyer.

6. Purchase price

- 6.1. Purchase price for the goods agreed upon in the purchase contract between Seller and Buyer is stated in the order acceptance (hereinafter referred to as "**purchase price**"). If the purchase price stated in the order delivery confirmation exceeds the price for any identical goods displayed on offer in the online shop at the time of sending the order by the Buyer, the Seller shall deliver an electronic message to the Buyer, informing him about the offer of the new purchase price in a different amount, which is considered to be Seller's proposal for conclusion of a new purchase contract, which must be explicitly confirmed by the Buyer by email or in writing, so that the purchase contract is concluded and valid.
- 6.2. Buyer shall be obliged to pay to the Seller the purchase price including the costs for delivery of the goods in cash, by COD on the place of goods supply, or by wire transfer to Seller's account stated in the order acceptance or on Seller's web page at the time prior to the goods takeover.
- 6.3. If the Buyer pays to the Seller the purchase price by a wire transfer, the date of payment is considered the day when Seller's account is credited with the whole purchase price.
- 6.4. Buyer shall be obliged to pay to the Seller the purchase price for the agreed goods in the period as per the purchase contract; at the latest upon goods takeover, though.
- 6.5. If the Buyer fails to pay to the Seller the whole purchase price until the moment of goods delivery on the agreed place, and the contracting parties have not agreed upon payment of the purchase price for the goods in instalments, the Seller shall be entitled to refuse supplying the goods to the Buyer.
- 6.6. Any costs connected with installation and carrying the goods are not included in the purchase price and the Seller shall not be obliged to provide these services to the Buyer.

7. Ownership acquisition and transfer of damage risk to the goods

- 7.1. Ownership right to the goods is transferred to the Buyer upon takeover of the goods on the agreed place.
- 7.2. Risk of damage to the goods is transferred to the Buyer at the time when the Buyer or a third person authorized by the Buyer takes over the goods from the Seller or from his representative entrusted with delivery of the goods, or when not doing so in time, in such a case at that time when the Seller allows the Buyer to manipulate with the goods and the Buyer does not take over the goods.

8. Complaints procedure (Defective product liability, Warranty, Complaints)

- 8.1. If the defect may be eliminated, the Buyer shall have the right that it be eliminated free of charge, in a timely and proper manner. The Seller shall eliminate the defect without any unnecessary delay.

- 8.2. Instead of the elimination of the defect, the Buyer may request an exchange of goods, or, if the defect only concerns a component of the goods, an exchange of the component, unless this incurs unreasonable costs to the Seller in view of the price of the goods or the severity of the defect.
- 8.3. Instead of elimination of the defect, the Seller may at all times exchange the defective goods for faultless goods, unless this creates serious problems for the Buyer.
- 8.4. If the defect cannot be eliminated and prevents the goods from being used properly as a faultless product, the Buyer shall have the right to request an exchange of goods or it shall have the right to withdraw from the purchase contract. The same rights belong to the Buyer if the defects are removable but the Buyer still cannot use the goods in a proper manner due to the repeated appearance of the defect following the repair or due to a greater number of defects.
- 8.5. If they are unremovable defects of another type, the Buyer shall have the right to a reasonable discount from the price of the goods.
- 8.6. The Seller has instructed the Buyer regarding the latter's rights pursuant to the regulations of the § 622 of the Civil Code (articles 8.1 to 8.3 hereof) and his rights pursuant to the regulations of the § 623 of the Civil Code (articles 8.4 to 8.5 hereof) by displaying these Business Terms and Conditions on the relevant sub-page of the Seller's online shop and the Buyer had the opportunity to read them at the time prior to sending the order.
- 8.7. The Seller shall be liable for the defects of the goods pursuant to the applicable legislation of the Slovak Republic and the Buyer shall be obliged to lodge his complaint with the Seller or with the designated person. The information about the designated persons and the after-sales service is listed on the back side of the warranty certificate or the Seller shall provide it to the Buyer upon request by telephone or through email.
- 8.8. The processing of complaints is governed by the Seller's valid complaints procedure, that is the article 8 hereof. The Buyer has been familiarised with the complaints procedure and informed of the terms and conditions and the manner of lodging complaints with regard to the goods, including the information about the place where the claim may be lodged and the performance of the warranty repairs pursuant to provisions of § 18(1) of Act No. 250/2007 Z.z. on Consumer Protection and about the amendment to the Act of the Slovak National Council No. 372/1990 Z.z. on Offences as amended (hereinafter the "**Law**") at the time preceding the conclusion of the purchase contract by displaying these Business Terms and Conditions on the relevant sub-page of the Seller's online shop and the Buyer had the opportunity to read them at the time prior to sending the order.
- 8.9. The complaints procedure applies to the goods purchased by the Buyer from the Seller by means of an electronic purchase through the website of the Seller's online shop.
- 8.10. The Buyer shall have the right to hold the Seller liable for the goods' defect only in relation to the goods that display defects for which the producer, supplier or the Seller is liable, that are covered by the warranty and were purchased from the Seller.
- 8.11. If the goods display any defects, the Buyer shall have the right to lodge a complaint at the Seller's fixed establishment pursuant to the regulations of the Section 18 (2) of the Law in such a manner that it shall deliver the goods to the Seller's establishment and it shall deliver to the Seller the expression of the Buyer's will to avail himself of his right pursuant to the articles 8.1 to 8.5 hereof (hereinafter the "Notice of the Complaint Lodging"), e.g. in the form of a filled-in complaint-lodging form which is located on the relevant sub-page of the Seller's online shop. The Seller recommends insuring the goods when sending them for the complaint. The Seller will not accept any goods sent via mail orders. In the Notice of the Complaint Lodging, the Buyer shall be obliged to truthfully state all the information required, especially to mark precisely the type and the extent of the goods' defect; at the same time the Buyer shall state which of his rights as pursuant to the regulations of the § 622 and 623 of the Civil Code it is availing himself of. The Buyer shall also have the right to lodge the complaint with the person designated by the producer of the goods to carry out the warranty repairs (hereinafter the "**designated person**"). The list of the

- designated persons shall be provided in the warranty certificate or it shall be sent to the Buyer by the Seller upon the Buyer's request thereof.
- 8.12. The complaints process concerning goods which may be delivered to the Seller shall begin on the day when all the following conditions are fulfilled cumulatively:
- delivery of the Notice of the Complaint Lodging to the Seller,
 - delivery of the goods complained of from the Buyer to the Seller or to the designated person,
 - delivery of the access codes, passwords, etc. for the goods complained of to the Seller, if these data are necessary for proper processing of the complaint.
- 8.13. If the subject of the complaint is goods which objectively cannot be delivered to the Seller or which are built in fixedly, the Buyer shall in addition to the conditions under the articles 8.12 a) and c) hereof be obliged to provide all the cooperation necessary for the review of the goods complained of, which will be performed by the Seller or a third party designated by the Seller. The complaints process concerning the goods which objectively cannot be delivered to the Seller or which are built in fixedly begins on the day when the review of the goods under the previous sentence was carried out. However, if, despite the necessary cooperation provided by the Buyer, the Seller or the third party designated by the Seller fails to ensure the performance of the review in a reasonable period of time, but at the latest within 10 days from the delivery of the Notice of the Complaint Lodging to the Seller, the complaints process shall begin on the day of the delivery of the Notice of the Complaint Lodging to the Seller.
- 8.14. The Seller or the designated person shall issue to the Buyer a confirmation of the lodging of the complaint of the goods in a suitable form chosen by the Seller, e.g. in the form of an email or in a written form, in which the Seller shall be obliged to precisely mark the defects of the goods complained of and once again he shall inform the consumer of his rights pursuant to the articles 8.1 to 8.3 hereof (provisions of § 622 of the Civil Code) and the rights pursuant to the articles 8.4 to 8.5 hereof (regulations of § 623 of the Civil Code). If the complaint is lodged by means of long-distance communication, the Seller shall be obliged to deliver the confirmation of the complaint lodging to the Buyer immediately; if it is not possible to deliver the confirmation immediately, it shall be delivered without undue delay, but at the latest together with the document of the processing of the complaint; the confirmation of the complaint lodging may not be delivered if the Buyer can prove the lodging of the complaint in another manner.
- 8.15. The Buyer shall have the right to decide which of his rights pursuant to § 622 and § 623 of the Civil Code he is availing himself of and at the same time he shall be obliged to immediately deliver the information of his decision to the Seller. On the basis of the Buyer's decision which of his rights pursuant to § 622 and § 623 of the Civil Code he is availing himself of, the Seller or the designated person shall be obliged to define the manner of the processing of the complaint pursuant to the regulations of the § 2 letter m) of the Law immediately; in more complicated cases within 3 days from the beginning of the complaints process; in justified cases, especially if a complicated technical evaluation of the state of the goods is required, within 30 days from the day of the beginning of the complaints process. After defining the manner of the processing of the complaint, the Seller or the designated person shall process the complaint immediately; in justified cases, it may be possible to process the complaint later. Nevertheless, the processing of the complaint shall not take longer than 30 days from the lodging of the complaint. After the expiration of the period for the processing of the complaint, the consumer shall have the right to withdraw from the contract or shall have the right to the exchange of the goods for new goods.
- 8.16. If the Buyer has lodged the complaint of the goods in the course of the first 12 months from the conclusion of the purchase contract, the Seller may only conclude the complaint by rejection on the basis of an expert opinion or a statement issued by an authorised, notified or accredited entity or the opinion of the designated person (hereinafter the "**specialist assessment of the goods**"). Regardless of the result of the specialist assessment, the Seller must not require from the Buyer the reimbursement of the costs of the specialist assessment of the goods or other costs related to the specialist assessment of the goods.
- 8.17. If the Buyer has lodged the complaint of the product after the expiration of 12 months from the conclusion of the purchase contract and the Seller rejected it, the person who processed the complaint shall state in

the complaint processing document to whom the Buyer may send the goods for the specialist assessment. If the Buyer sends the goods for a specialist assessment to the designated person stated in the complaint processing document, the costs of the specialist assessment of the goods, as well as all the related appropriate expenses paid shall be borne by the Seller regardless of the result of the Specialist Assessment. If the Buyer by means of the specialist assessment proves the Seller's liability for the defect of the goods complained of, he shall be eligible to lodge the complaint again; during the processing of the specialist assessment of the goods the warranty period shall be suspended. The Seller shall reimburse the Buyer within 14 days from the day of the repeatedly lodged complaint for all the expenses incurred by the specialist assessment of the goods, as well as any related appropriate costs. A repeatedly lodged complaint may not be rejected.

8.18. The Buyer shall not have the right to hold the Seller liable for the defects about which he was notified by the Seller at the time of the conclusion of the contract, or about which it must have known with regard to the circumstances under which the purchase contract was concluded.

8.19. The Seller reserves the right to replace the defective goods for other faultless goods with the same or better technical parameters, unless this causes serious problems for the Buyer.

8.20. The Seller shall not be liable for the defects of the goods:

- a) if the Buyer has not availed himself of his right related to the Seller's liability for the defect of the goods by the end of the goods' warranty period,
- b) if the defect of the goods is a mechanical damage of the goods caused by the Buyer,
- c) if the defect of the goods has originated through the use of the goods in conditions which do not correspond by their intensity, humidity, chemical and mechanical influences to the goods' natural environment,
- d) if the defect of the goods has originated through unprofessional manipulation, operation or negligence of the goods' maintenance,
- e) if the defect of the goods has originated through the damage of the goods by excessive burdening or use that was contrary to the conditions stated in the documentation or general principles of the normal use of the goods,
- f) if the defect of the goods has originated through the damage of the goods by unavoidable and/or unforeseeable events,
- g) if the defect of the goods has originated through damage of the goods by random harm and random deterioration,
- h) if the defect of the goods has originated through unprofessional interference, by damage caused by water, fire, static or atmospheric electricity or another force majeure event,
- i) if the defect of the goods has originated through an interference with the goods by an unauthorised person.

If the delivery is not complete, or if it is an apparent defect which the Buyer may have discovered by the review of the item upon the delivery of the goods and of which he did not notify the Seller's agent in accord with article 5.9 hereof, it shall only be possible to accept belated complaints of this kind if the Buyer proves that the goods had the complained-of defects already at the time of the acceptance thereof by the Buyer.

8.21. The Seller shall process the complaint and conclude the complaints process by one of the following means:

- a) submission of the repaired goods
- b) exchange of the goods
- c) repaying the goods' purchase price
- d) paying a reasonable discount on the goods' price
- e) a written request for the Buyer to accept the supply determined by the Seller
- f) justified rejection of the complaint of the goods

- 8.22. The Seller shall be obliged to issue a written document to the Buyer about the manner of determination of the complaint processing and about the processing of the complaint itself at the latest within 30 days from the day of the lodging of the complaint in person or through the provider of a postal or courier or delivery service.
- The Seller shall inform the Buyer about the result of the processing of the complaint immediately following the conclusion of the complaints procedure by telephone or by email and at the same time a document of the complaint processing shall be delivered to it together with the goods, or through an email.
- 8.23. The warranty period shall be 24 months from the day of the delivery of the goods, unless a different warranty period is stipulated for the particular cases. The sent products of sports nutrition, food packed in gift baskets and animals' feed have the minimum expiration period of more than 2 months; in the case of a shorter expiration period the Seller shall contact the Buyer by telephone or email and the delivery shall only be sent with the Buyer's approval.
- 8.24. The warranty period shall be extended by the period during which the Buyer could not use the goods due to the warranty repair of the goods.
- 8.25. In the case of the exchange of the goods for new goods, the Buyer shall receive a document containing information about the exchange of the goods. Possible further complaints shall only be lodged on the basis of the purchase contract and this complaints document. In the case of the exchange of the goods for new ones, the warranty period shall commence again from the acceptance of the new goods, but only for the new goods.
- 8.26. If the defect is removable, the complaint shall be processed depending on the decision of the Buyer according to article 8.15 hereof in the following manner:
- a) the Seller shall ensure the elimination of the defect, or
 - b) the Seller shall exchange the defective goods.
- 8.27. If the defect is removable and the Buyer does not determine under article 8.15 hereof by what means the complaint shall be processed, the Seller shall process the complaint by the elimination of the defect.
- 8.28. If the defect cannot be eliminated or if it is a single removable defect repeated several times or a greater number of various removable defects which prevent the goods from being used properly as if without the defect, the Seller shall process the complaint depending on the Buyer's decision under the article 8.15 hereof in the following manner:
- a) by exchange of the goods for other functioning goods of the same or better technical parameters, or
 - b) in the case that the Seller cannot carry out the exchange of the goods for other, it shall process the complaint by returning the goods' purchase price.
- 8.29. If the defect cannot be eliminated or if it is a single removable defect repeated several times or a greater number of various removable defects which prevent the goods from being used properly as if without the defect, and the Buyer does not immediately define under article 8.15 hereof in what manner the complaint should be processed, the Seller shall process the complaint by the exchange of goods for other functioning goods of the same or better technical parameters.
- 8.30. The processing of the complaint only relates to the defects stated in the Notice of the Complaint Lodging and in the confirmation of the goods complaint lodging under the article 8.14 hereof.
- 8.31. For the purposes of the complaint the occurrence of a single removable defect more than two times shall be considered as a repeated removable defect.
- 8.32. For the purposes of the complaint the occurrence of more than three various removable defects at the same time shall be considered as a greater number of various removable defects.
- 8.33. After the Buyer has availed himself of his right and requested the Seller to eliminate the defect of the goods under article 8.1 hereof, the Buyer's entitlement to lodge the complaint of the defect of the goods shall always be consummated and regardless of the result of the complaint, the Buyer shall not be eligible to lodge a complaint repeatedly regarding the same unique defect (this shall not hold true for another defect of the same type).

8.34. The regulations of article 8 hereof shall expressly not apply to the entities not meeting the definition of a consumer stated in the provisions of § 2 letter a) of the Law.

9. Personal Data and their Protection

- 9.1. The contractual parties have agreed that if being a natural person, the Buyer shall be obliged to inform the Seller about his name and surname, permanent address including the postal code, telephone number and email address in the order.
- 9.2. The contractual parties have agreed that if being a legal entity, the Buyer shall be obliged to inform the Seller about his business name, registered office address including the postal code, Company registration number, telephone number and email address in the order.
- 9.3. The Buyer may at any time review and change the personal data provided, as well as cancel his registration after logging in at the online shop website in the "My Account" section.
- 9.4. The Seller hereby informs the Buyer that pursuant to the provision of § 10 (3) letter b) of the Act No 122/2013 Z.z. on Personal Data Protection and on Changing and Amending of Other Acts as amended (hereinafter the "APDP"), the Seller as the operator shall, when entering into the purchase contract, process the Buyer's personal data without his approval as the person concerned, as the processing of the Buyer's personal data shall be carried out by the Seller in the pre-contractual relations with the Buyer and the processing of the Buyer's personal data is indispensable for fulfilment of the purchase contract in which the Buyer acts as one of the contractual parties.
- 9.5. By ticking the relevant box before the sending of the order, the Buyer may express his approval under § 11 (1) of the Law for the Seller to process and maintain his personal data, especially those that are mentioned above and/or which are necessary for the Buyer's activity relating to the sending of the information about new products, discounts and sales of the goods on offer, and process them in all his information systems relevant for the sending of the information about new products, discounts and sales of the goods on offer.
- 9.6. The Seller agrees that he shall treat and process the Buyer's personal data in accord with the valid legislation of the Slovak Republic.
- 9.7. The Seller declares that in accord with § 6(2) letter c) of APDP, he shall collect personal data exclusively for the purpose stated herein.
- 9.8. The Seller declares that for purposes other than stated herein, he shall always collect personal data separately and subject to the Buyer's approval and at the same time he shall ensure that these personal data be processed and utilised exclusively in the manner that corresponds to the purpose for which they were collected and he shall not group them with the personal data that were collected with the purpose of the fulfilment of the purchase contract.
- 9.9. The Buyer grants approval to the Seller under the article 9.5 hereof for a definite period of time until the fulfilment of the purpose of the processing of the Buyer's personal data. After the fulfilment of the purpose of the processing, the Seller shall ensure the removal of the Buyer's personal data without delay. The approval of the processing of personal data may be revoked by the Buyer at any time in a written form. The approval shall expire within 1 month from the delivery of the Buyer's revocation of the approval to the Seller.
- 9.10. The Buyer shall be requested before the sending of the order to, by ticking a box, confirm that the Seller has, in a sufficient, understandable and unmistakable manner, provided to him the following information:
 - a) his identification data which are stated in article 1 hereof,
 - b) the identification data of the third party which is the company that delivers the ordered goods to the Buyer; these data shall be stated in the acceptance,
 - c) the purpose of the personal data processing, which is the conclusion of the purchase contract between the Seller and the Buyer,
 - d) that it shall process the Buyer's personal data comprising his name and surname, permanent residence address including the postal code, telephone number and email address if the Buyer is a

- natural person, and comprising his business name, registered office address including the postal code, registration number, telephone number and email address if the Buyer is a legal entity,
- e) that the Buyer is obliged to provide the personal data requested.
- 9.11. The Seller declares that he shall process the personal data in accord with good business practice and shall act in a way that does not run contrary to APDP or other general legislation, nor shall he circumvent this. The Seller declares that he shall not forcefully demand the approval of the person concerned, nor condition him by the threat of the cancellation of the contractual relationship, service, goods or the performance of the Seller's duty.
- 9.12. On the basis of a written request, the Buyer has the right to ask the Seller to provide:
- a) the confirmation of whether the personal data concerning his person are being processed or not,
 - b) the purpose of the processing of the personal data,
 - c) in a universally understandable form, information on the processing of his personal data in the information system and its status in the extent:
 - i) identification data of the Seller and the Seller's representative if he has been appointed,
 - ii) identification data of the agent; this shall not hold true if, when collecting the personal data, the Seller does not act in accord with the § 8 of the APDP,
 - d) in a universally understandable form, precise information about the source from which the Seller collected his personal data for the processing,
 - e) a copy of his personal data which are the subject of the processing in a universally understandable form,
 - f) supplementary information which is, with regard to all the circumstances and conditions of the personal data processing, necessary for the Buyer to guarantee his rights and the legally protected interests, especially in the following extent:
 - i) the voluntary or obligatory character of the provision of the personal data required; if the Seller collects the Buyer's personal data on the basis of the Buyer's approval under § 11 of APDP, he shall also inform him of the period of validity of the approval, and if the Buyer's duty to provide personal data follows from a directly enforceable, legally binding act of the European Union, an international contract binding the Slovak Republic, or a law, the Seller shall inform the Buyer of the legal basis which imposes upon him this obligation and he shall inform him of the consequences of the latter's possible refusal to provide the personal data,
 - ii) information about third parties if it is assumed or if it is apparent that the personal data will be provided to them,
 - iii) the extent of the recipients if it is assumed or if it is apparent that the personal data will be made accessible to them,
 - iv) form of the publication if the personal data are to be published,
 - v) third countries if it is assumed or if it is apparent that a transfer of the personal data will occur to these third countries,
 - g) correction of his incorrect, incomplete or noncurrent personal data which are the subject of the processing,
 - h) removal of his personal data if the purpose of their processing has been fulfilled; if official documents containing personal data are subject to the processing, the Buyer may request their return,
 - i) removal of his personal data which are subject to the processing if a breach of the APDP or of another legal regulation of the Slovak Republic has occurred.
- 9.13. On the basis of an unpaid written request the Buyer has the right to object to:
- a) the processing of his personal data about which he assumes that they are or will be processed for the purposes of direct marketing without his approval, and he may request their removal,
 - b) the use of his personal data as stated in § 10 (3) letter d) for the purposes of direct marketing in postal contact, or
 - c) the provision of personal data as stated in § 10 (3) letter d) for the purposes of direct marketing.

- 9.14. On the basis of an unpaid written request the Buyer has the right to object to the processing of personal data in the cases stated in § 10 (3) letters a), e), f) or g) of APDP by providing justified reasons or providing proofs about the unauthorised violation of his rights and legally protected interests which are or may be in a particular case damaged by such processing of personal data; unless made impossible due to legal reasons, and if it is found that the Buyer's objection is justified, the Seller shall be obliged to block and remove, as soon as permitted by circumstances, the personal data the processing of which the Buyer has objected to, without undue delay.
- 9.15. On the basis of a written request or personally, if the matter cannot be delayed, the Buyer shall further have a right to object at any time and not to yield to the Seller's decision which would have legal effect or a significant impact upon him, if such a decision be issued exclusively as based on the activities of automated processing of his personal data. The Buyer shall have the right to ask the Seller to review the decision issued using a method different from the automated form of processing, and the Seller shall be obliged to grant the Buyer's request in such a way that the decisive role in the review of the decision shall be played by the designated person; the Seller shall inform the Buyer about the manner of the review and the result of the finding in the period stipulated by article 9.18 hereof. The Buyer shall not be entitled to this only in the case if it is thus provided by a special law which defines the measures to ensure the justified interests of the Buyer, or if within the pre-contractual relations or during the existence of contractual relations the Seller has issued a decision by which he granted the Buyer's request or if, on the basis of the contract, the Seller has accepted other reasonable measures to ensure the protection of the Buyer's justified interests.
- 9.16. If the Buyer has availed himself of his right in writing and from the content of his request it follows that he is availing himself of his right, the request shall be considered as submitted pursuant to this law; a request submitted by electronic mail or by fax, the Buyer shall deliver in writing within three days at the latest from the day of the sending thereof.
- 9.17. At the suspicion that his personal data are being processed in an unauthorised way, the Buyer may submit a notice to this effect to the Office for Personal Data Protection. If the Buyer does not have a full legal capacity, his rights may be enforced by his legal representative.
- 9.18. The Seller shall be obliged to process in writing the Buyer's request hereunder or grant the Buyer's requests under the APDP and inform him in writing at the latest within 30 days from receiving the request or the demand.
- 9.19. Without delay, the Seller shall notify in writing the person concerned and the Office for Personal Data Protection of the limitation of the Buyer's rights under § 28 (2) of APDP.
- 9.20. The Seller hereby informs the Buyer that pursuant to provisions of § 15 (1) letter e) item 3) and 4) of APDP in the course of the processing of the Buyer's personal data it is assumed that the Buyer's personal data shall be provided and made available to the following third parties, that is the range of the recipients: DHL Parcel Slovensko spol. s r. o., with its registered office at the address: Na pántoch 18, Bratislava, 831 06, Company registration No: 47927682, registered in the Commercial Register of the District Court Bratislava I, section Sro, file No. 100759/B General Logistics Systems Slovakia, s. r. o., with its registered office at the address: Lieskovská cesta 13, 962 21 Lieskovec, Company registration No.: 36624942, registered in the Commercial Register of the District Court Banská Bystrica, section Sro, file No. 9084/S The information systems of the Seller's online shop are registered under the Act No. 122/2013 Z.z. on Personal Data Protection. Identification No.: 02325/2014-Or/3.

10. Withdrawal from purchase contract

- 10.1. If the Seller fails to fulfil his duties arising to him from the purchase contract due to selling out the stock, inaccessibility of the goods, or if the producer, transporter or supplier of the goods agreed in the purchase contract has interrupted the production or carried out such considerable changes as have made impossible the fulfilment of the Seller's duties arising from the purchase contract or due to the force majeure, or if even despite all the efforts reasonably to be expected from the Seller he is not capable of

supplying the goods to the customer in the period stipulated herein or at the price which is stated in the order, the Seller shall immediately inform the Buyer of this fact and at the same time he shall offer the Buyer a substitution or an option for the Buyer to withdraw from the purchase contract (cancel the order). Should the Buyer withdraw from the purchase contract due to the reasons listed herein, the Seller shall be obliged to return to the Buyer the advance already paid for the goods agreed in the purchase contract by a wire transfer made to the account designated by the Buyer within 14 days from the notification of the withdrawal from the contract.

- 10.2. The Buyer shall have the right to withdraw from the purchase contract without stating the reason, under the provisions of § 7 et seq. of the Act No. 102/2014 Z.z. on Consumer Protection on distance selling (hereinafter referred to as the **“Consumer Protection Act on distance selling”**), within the period of 14 days from the acceptance of the goods or from the day of the conclusion of the contract on the provision of service or the contract on the provision of electronic content not supplied on a tangible medium if the Seller has in a timely and proper manner met the information obligations in accord with provisions of § 3 of the Consumer Protection Act on distance selling.
- 10.3. The Buyer shall have the right within this period of time after the acceptance to unpack the goods and test them in a way similar to that which is usual when shopping in a traditional “brick-and-mortar” shop, and that in the extent necessary for the ascertaining of the nature, properties and the functionality of the goods.
- 10.4. The period for the withdrawal from the contract commences on the day when the Buyer or the third party designated by him, with the exception of the carrier, accepts all the components of the ordered goods or if
 - a) the goods ordered by the Buyer in a single order are delivered separately, from the day of the acceptance of the goods which were delivered as the last ones,
 - b) the goods are delivered consisting of several sections or pieces, from the day of the acceptance of the last section or the last piece,
 - c) pursuant to the contract, the goods are delivered repeatedly during a certain period of time, from the day of the acceptance of the goods delivered first.
- 10.5. The Buyer may withdraw from the purchase contract the subject of which is the purchase of the goods also before the commencement of the period for the withdrawal from the contract.
- 10.6. The withdrawal from the contract shall be carried out by the Buyer in a written form in a manner not provoking any doubt that the withdrawal from the contract has occurred, or in the form of a record on another durable medium or by means of the form which forms Annex No 1 hereof. The period for the withdrawal from the contract shall be considered as met if the withdrawal from the contract was sent to the Seller at the latest on the last day of the period under the provisions of § 7 (1) of the Consumer Protection Act on distance selling.
- 10.7. The withdrawal from the purchase contract under the preceding article hereof shall contain the information required in the Form for Withdrawal from the Purchase Contract which forms Annex No 1 hereof, especially the identification of the Buyer, number and date of the order, precise specification of the goods, the manner in which the Seller is to return the already accepted fulfilment of the Buyer’s obligation, especially the Buyer’s account number and/or postal address.
- 10.8. If the Buyer withdraws from the purchase contract, every supplementary contract from the beginning shall also be cancelled thereby, related to the purchase contract which the Buyer has withdrawn from. It is not possible to request from the Buyer the reimbursement of any expenses or other payments in relation to the cancellation of a supplementary contract besides the reimbursement of the costs and the payments stated in provisions of § 9 (3), § 10 (3) and (5) of the Consumer Protection Act on distance selling and prices for the service if the subject-matter of the contract is the provision of a service and a complete provision of the service has occurred.
- 10.9. The Buyer shall be obliged, without undue delay, but at the latest within 14 days from the day of the withdrawal from the purchase contract, to send back the goods to the address of the registered office of

the operator or submit it to the Seller or to the person authorised by the Seller to accept the goods. This shall not hold true if the Seller has proposed that he will collect the goods in person or through a person authorised by him. The period hereunder shall be considered as observed if the goods were submitted for transport on the last day of the period at the latest.

10.10. The Buyer shall deliver the goods to the Seller complete including the complete documentation, undamaged, in original packing if possible, and not used.

10.11. It is recommended that the goods be insured. The Seller will not accept goods sent via mail orders. The Seller shall be obliged, without undue delay, and at the latest within 14 days from the day of the delivery of the notice of the withdrawal from the contract to return to the Buyer all the payments which he has received from it on the basis of the purchase contract including the costs of the transport, delivery and postal fees and other costs and fees. The Seller shall not be obliged to return to the Buyer payments hereunder before he has received the goods sent or until the Buyer has proved the sending of the goods back to the Seller, with the exception of the case when the Seller proposes collecting the goods in person or through a person authorised by him.

10.12. The Buyer shall bear the costs of the return of the goods to the Seller or to the person authorised by the Seller to accept the goods. This shall not apply if the Seller has agreed that he shall bear them himself or if he has failed to fulfil his obligation under § 3 (1) letter i) of the Consumer Protection Act on distance selling.

10.13. The Buyer shall only be liable for the decrease in the value of the goods which originated as a result of such treatment of the goods which is beyond the treatment necessary to ascertain the properties and the functionality of the goods. The consumer shall not be liable for the decrease in the value of the goods if the Seller has not fulfilled his information obligation concerning the consumer's right to withdraw from the contract under § 3 (1) letter h) of Consumer Protection Act on distance selling.

10.14. The Seller shall be obliged to return to the Buyer the purchase price for the goods in the same manner which the Buyer used upon payment, unless he has agreed with the Buyer on a different manner of the payments' return without charging further fees to the Buyer in this relation.

10.15. Should the Buyer withdraw from the contract and deliver to the Seller the goods which have been used, damaged or incomplete, the Buyer agrees to pay to the Seller:

- a) the value by which the value of the goods decreased under § 457 of the Civil Code in the real amount,
- b) the expenses incurred to the Seller in relation to the repair of the goods and the bringing thereof into their original state calculated according to the price list for the post-warranty servicing of the goods.

The Buyer shall hereunder reimburse to the Seller the costs in the maximum amount of the difference between the purchase price of the goods and the value of the goods at the time of the withdrawal from the purchase contract.

10.16. Pursuant to provision of § 7 (6) of the Consumer Protection Act on distance selling, the Buyer may not withdraw from a contract the subject-matter of which is:

- sale of goods made according to the consumer's special requirements, goods made to measure or goods designated specially for a single consumer,
- sale of goods enclosed in protective packaging which it is not appropriate to return due to the protection of health or hygienic reasons and whose protective packaging was damaged following the delivery,
- sale of audio records, video records, audio-visual records, books or computer software sold in protective packaging if the consumer has unwrapped this packaging,
- provision of electronic content in another manner than on a tangible medium or if its provision began with the consumer's express approval and the consumer has declared that he has been properly instructed that by expressing such an approval he loses the right to the withdrawal from the contract,

- sale of the goods which were at the time following the conclusion of the contract and acceptance of the goods from the Seller by the Buyer assembled, put together or used in such a way that their bringing anew into the original state by the Seller is not possible without an increased effort and heightened costs, e.g. put together or assembled furniture etc.

10.17. The regulations of article 10 hereof shall expressly not apply to the entities not meeting the definition of a consumer stated in provisions of § 2 letter a) of the Law.

11. Final provisions

- 11.1. If the purchase contract is concluded in written form, any amendment shall be in writing.
- 11.2. Contracting parties have agreed that communication between them will be carried out in the form of email messages.
- 11.3. Any relations not covered by these Business Terms and Conditions shall be governed by respective provisions of the Civil Code, the Act No 22/2004 Z.z. on Electronic commerce and amending the Act No 128/2002 Z.z. on State control of the internal market in consumer protection matters and on amendment of some acts as amended by the Act No 284/2002 Z.z., as amended, and the Act No 102/2014 Z.z. Consumer Protection Act on distance selling.
- 11.4. If the consumer is not satisfied with the way the Seller has dealt with his complaint, or if he believes that the Seller has breached his rights, he has the opportunity to address the Seller and demand a remedy. If the Seller refuses the Buyer's demand for remedy or fails to respond thereto within 30 days from the date of its dispatch, the consumer has the right to file a proposal for starting the alternative dispute resolution pursuant to § 12 of the Act No 391/2015 Z.z. on Alternative dispute resolution for consumer disputes and amending certain laws.
The respective body for alternative dispute resolution for consumer disputes with the Seller Daša Kozmérová – Bubulákovo shall be the Slovak Trade Inspection at Prievozská 32, 827 99 Bratislava 27, www.soi.sk or other respective authorized legal entity registered in the list of entities for alternative dispute resolution kept at the Ministry of Economy of the Slovak Republic (the list is available on the page <http://www.mhsr.sk>); the consumer has the right to choose which of these alternative dispute resolution entities to address.
- 11.5. To file a proposal for alternative resolution of his dispute, the consumer may use the platform for solving the disputes online, which is accessible on the web page <http://ec.europa.eu/consumers/odr/>.
- 11.6. These Business Terms and Conditions shall be effective towards the Buyer upon concluding the purchase contract.
- 11.7. Prior to sending his order, the Buyer will be asked to confirm, by ticking a box, that he has read these Business Terms and Conditions, understood their content and agrees therewith in full.