

1. General Provisions

These Terms and Conditions regulate the rights and obligations of the parties arising from the purchase agreement concluded between a Merchant, which is **Bubulákovo s.r.o.**, with registered office in Lužná 2320/6, Šaľa 927 05 ID No.: 53475321, registered in the Business Register of the District Court Trnava, Insert No. 48090/T (hereinafter referred to as "Merchant") and the Buyer, the subject of which is the purchase and sale of goods on the e-commerce Merchant's website.

Contact details of the Merchant:

Bubulákovo s.r.o., with registered office in Lužná 2320/6, Šaľa 927 05, ID No.: 53475321, registered in the Business Register of the District Court Trnava, Insert No. 48090/T

Tax No.: 2121405132

VAT ID: SK2121405132

Store:

Diakovská 14, Šaľa 927 01, Slovakia

Phone: **+421 905 383 904**

E-mail: info@bubulakovo.sk

Supervisory Body:

Slovak Trade Inspection (SOI)

Inspectorate of SOI

The Nitra Region

P.O.BOX 49/A, Station 9,

950 50 Nitra 1, Slovakia

<http://www.soi.sk>

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

- 1.1. These Terms and Conditions valid from the day of the purchase agreement conclusion are an integral part of the purchase agreement. In the event that the Merchant and the Buyer conclude a written purchase agreement, in which they agree to terms deviating from these Terms and Conditions, the provisions of the purchase agreement will prevail over these Terms and Conditions. Thus, agreed conditions must not be in conflict with other legal regulations (shortening the deadline for return of goods, period of liability for defects, etc.). All contractual relations are concluded in accordance with the legal order of the Slovak Republic.
- 1.2. For the purposes of these Terms and Conditions, a supplementary agreement shall mean any agreement for the supply or supply of a supplementary product which relates to the subject matter of a distance agreement, whether the product is supplied or provided by a Merchant or by another person under an agreement with the Merchant.
- 1.3. The displayed purchase price for goods on any e-commerce website operated by the Merchant also includes value added tax in the amount set by the applicable legislation of the Slovak Republic and does not include the price for the transportation of goods or other optional services. All shares are valid until the stock is exhausted, unless otherwise specified for the specific goods.
- 1.4. The Merchant reserves the right at any time to adjust the price of the goods listed on any e-commerce website operated by the Merchant. The price change of the goods does not apply to purchase agreements concluded before the price change, regardless of the fact that the goods have not yet been delivered.
- 1.5. In the event that the Merchant fails to comply with its obligations set out in the applicable laws of the Slovak Republic or the European Union or in these Terms and Conditions, the Buyer may exercise his or her right against the Merchant through the competent court.

2. Conclusion of the Purchase Agreement

- 2.1. The proposal for the conclusion of a purchase agreement is sent by the Buyer to the Merchant in the form of a completed and submitted form on the Merchant's website to which he has sent a proposal for the conclusion of a purchase agreement, the subject matter of which is a reimbursable transfer of ownership of the goods marked by the Buyer at the purchase price and under the conditions specified in this order (hereinafter referred to as the "order").

- 2.2. Subsequently, after sending the order, the Buyer will receive an automatically executed notification of the receipt of the order to the Merchant's electronic system (hereinafter referred to as "confirmation of delivery of the order"). All additional information regarding the order may be sent to the Buyer's e-mail address if necessary.
- 2.3. The delivery confirmation contains information that the Merchant received the order, but is not an acceptance of the proposal to conclude a purchase agreement.
- 2.4. The Merchant will subsequently send information to the Buyer's e-mail address about whether the Buyer's order has been accepted (hereinafter referred to as "acceptance of the order"). Acceptance of the order contains information about the name and specification of the goods, the sale of which is the subject of the purchase agreement, further information about the price of the goods and / or other services, information about the expected delivery time of the goods, name and information about the place where the goods are to be delivered and information about the possible price, conditions, method and time of transportation of the goods to the agreed place of delivery of the goods to the Buyer, information about the Merchant (business name, registered seat, ID No., registration number in the Business Register, etc.), or other necessary information.
- 2.5. The purchase agreement is concluded by delivering the acceptance of the order in electronic or written form to the Buyer.
- 2.6. The Merchant in a clear, unambiguous, understandable, and irreplaceable manner informed the Buyer before sending the order of pre-contractual information, concerning payment, commercial, shipping, and other conditions, so that:
 - a) the main characteristics of the product in the scope appropriate to the used means of communication and the product on the relevant catalog page of the e-commerce Merchant,
 - b) the business name and registered seat of the Merchant or the person on whose behalf the Merchant has informed the Merchant on the relevant e-commerce subpage and in the article **Error! Reference source not found.** of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
 - c) the phone number of the Merchant, the e-mail address of the Merchant, and other means of online communication available to the Buyer with the Merchant informed on the relevant e-commerce subpage of the Merchant and in the article of these Terms and Conditions, which are located on the relevant subpage of the e-commerce Merchant;
 - d) the address of the Merchant, or the person acting on behalf of the Merchant, at which the Buyer can exercise rights of liability for defects of goods or services, withdraw from the agreement, submit a request for rectification or other initiative as stated in article. of these Terms and Conditions, which are located on the relevant subpage of the e-commerce Merchant;
 - e) the total price of the goods or services including value added tax and all other taxes or, if due to the nature of the goods or services, the price cannot be reasonably determined in advance, the manner in which it is calculated, as well as the costs of shipping, delivery, postal charges, and other costs and charges, or, if these costs and charges cannot be determined in advance, the fact that the Buyer will be obliged to pay them as stated on the relevant catalog of the e-commerce website of the Merchant;
 - f) the terms of payment, the terms of delivery, the time limit within which the Merchant undertakes to deliver the goods or to provide the service are stated in the relevant articles of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
 - g) the existence and duration of the legal liability of the Merchant for defects of goods, digital content and digital service and the availability of consumer warranty, if the Merchant or manufacturer provides it, and the procedures for the application and settlement of liability for defects, complaints and incitement of the Buyer as stated in the relevant articles of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
 - h) the existence and duration of liability for service defects and the procedure for exercising the rights of liability for service defects as stated in the relevant articles of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
 - i) the terms of after-sales service in the relevant articles of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
 - j) the compatibility and interoperability of things with digital elements, digital content and digital service about which the Merchant knows or is reasonably expected to know, the Buyer has information for individual products on the relevant subpage of the e-commerce Merchant;

- k) the right of the consumer to submit a request for remedy to the Merchant with a specific link to the website on which the relevant entity for alternative dispute resolution is published, as stated in Article 11 of these Terms and Conditions, which are located on the relevant subpage of the e-commerce Merchant;
- l) information about the right of the Buyer to withdraw from the purchase agreement, the terms, time limit and procedure in the exercise of the right to withdraw from the agreement informed in Art. 10 of these Terms and Conditions, which are located on the relevant subpage of the e-commerce Merchant;
- m) information about the provision of the form for withdrawal from the purchase agreement in Art. 10 and in the annex to these Terms and Conditions, which are located on the relevant e-commerce subpage of the Merchant; at the same time the Merchant provided the same form for withdrawal from the purchase agreement in the annex to these Terms and Conditions, which are located on the relevant subpage of the e-commerce Merchant;
- n) information that if the Buyer withdraws from the purchase agreement, the Buyer will bear the costs associated with returning the goods to the Merchant according to § 21 para. 3 of the Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts (hereinafter referred to as the "**Act**") and in case of withdrawal, the Buyer will also bear the costs for the return of goods, which due to its nature cannot be returned by post as specified in Art. 10 of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- o) the obligation of the Buyer to pay the Merchant the price for the actually provided service pursuant to § 21 para. 5 of the Act, if the Buyer withdraws from the service agreement after giving the Merchant express consent under § 17 para. 10 point c). of the Act specified in Art. 10 of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- p) about the circumstances under which the Buyer loses the right to withdraw from the agreement specified in Art. 10 of these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- q) the existence of relevant codes of conduct that the Merchant has undertaken to observe, and the way in which the Buyer can get acquainted with them or obtain their text as stated on the relevant subpage of the e-commerce Merchant;
- r) the duration of the agreement if it is an agreement concluded for a fixed period; if it is an agreement concluded for an indefinite period, or if it is an agreement the validity of which is automatically extended, the information about the terms of termination of the agreement has also been provided on the relevant catalogue page of the e-commerce of the Merchant and in these terms of business, which are placed on the relevant subpage of the e-commerce of the Merchant;
- s) the minimum duration of the obligations of the Buyer arising from the purchase agreement, if the purchase agreement arises for the Buyer such an obligation informed on the relevant catalogue page of the e-commerce Merchant and in these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- t) the obligation of the Buyer to pay an advance or to provide other financial guarantee at the request of the Merchant and the conditions applicable to its provision, if the purchase agreement provides for the Buyer such an obligation as stated on the relevant catalogue page of the e-commerce Merchant and in these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- u) the functionality of the digital elements, digital content and digital service, including the available technical safeguards as specified on the relevant e-commerce catalog page of the Merchant and in these Terms and Conditions, which are placed on the relevant e-commerce subpage of the Merchant;
- v) the possibilities and conditions of out-of-court dispute resolution through the alternative dispute resolution system, if the Merchant has undertaken to use this system specified on the relevant e-commerce catalog page of the Merchant and in these Terms and Conditions, which are placed on the relevant e-commerce subpage of the Merchant;
- w) the actions necessary for the conclusion of the purchase agreement, so that these necessary actions are described in these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- x) that the purchase agreement will be stored in electronic form with the seller and is available to the Buyer after the Buyer has requested it in writing on the relevant catalogue page of the e-commerce Merchant and in these Terms and Conditions, which are placed on the relevant subpage of the e-commerce Merchant;
- y) that the language offered for the conclusion of the agreement is the Slovak language as stated on the relevant e-commerce catalog page of the Merchant and in these Terms and Conditions, which are placed on the relevant e-commerce subpage of the Merchant.

2.7. If the Merchant fails to comply with the information obligation regarding the payment of additional charges or other costs under point 2.6. e) of these Terms and Conditions or the costs of returning goods under point 2.6. n) of these Terms and Conditions, the Buyer is not obliged to pay these additional costs or fees.

3. Rights and Obligations of the Merchant

3.1. The Merchant is obligated:

- a) to deliver to the Buyer goods in the agreed quantity, quality and time on the basis of an order confirmed by acceptance and to pack it or equip it for transport in the manner necessary for its preservation and protection;
- b) to ensure that the delivered goods comply with the applicable legislation of the Czech Republic;
- c) to provide the Buyer with a confirmation of the conclusion of the purchase agreement on a durable medium, for example via e-mail, immediately after the conclusion of the purchase agreement, but at the latest together with the delivery of the goods. The confirmation must contain all the information specified in point 2.6. including a form for withdrawal from the purchase agreement;
- d) to hand over to the Buyer at the latest together with the goods in written or electronic form all documents necessary for the acceptance and use of the goods and other documents prescribed by the applicable legislation of the Slovak Republic (instructions in Slovak language, warranty letter, delivery note, tax document).

3.2. The Merchant has the right to proper and timely payment of the purchase price from the Buyer for the delivered goods.

3.3. If the Merchant is unable to deliver the goods to the Buyer within the time limit agreed in the purchase agreement or specified in these Terms and Conditions, the Merchant is obliged to offer the Buyer replacement performance or the possibility for the Buyer to withdraw from the purchase agreement, or to cancel the order. If the Buyer does not accept the replacement performance offered by the Merchant or withdraw from the purchase agreement within a reasonable period, the Merchant is entitled to withdraw from the purchase agreement and if the Buyer has already paid the purchase price or part thereof, the Merchant is obliged to return the already paid purchase price or part thereof within 14 days from the date of receipt of the withdrawal from the purchase agreement to the Buyer.

4. Rights and Duties of the Buyer

4.1. The Buyer was informed by the Merchant that the obligation to pay the price is included in the order.

4.2. The Buyer is obliged to:

- a) ordered and delivered goods,
- b) pay the Merchant the agreed purchase price within the agreed due date, including the costs of delivering the goods;
- c) confirm in the delivery letter the acceptance of the goods by the signature of the Buyer or the authorized person.

4.3. The Buyer has the right to have the goods delivered in the quantity, quality, time, and place agreed by the parties.

5. Delivery and Payment Terms

5.1. The usual availability of the goods with the date of their shipment is indicated for each item on the e-commerce website.

5.2. Unless the Merchant and the Buyer have agreed otherwise in the purchase agreement, the Merchant is obliged to deliver the goods to the Buyer without delay, no later than 30 days from the date of conclusion of the purchase agreement. If the Merchant has not fulfilled the obligation to deliver the goods within the time limit referred to in the first sentence, the Buyer shall ask the Merchant to deliver the goods within the additional reasonable time limit granted by the Merchant. If the Merchant does not deliver the goods within this additional reasonable time, the Buyer is entitled to withdraw from the agreement.

5.3. The Merchant is entitled to invite the Buyer to take over the goods even before the expiry of the deadline for delivery of the goods agreed in the purchase agreement.

5.4. The color display of the goods on the monitor may not exactly correspond to the actual color shades the Buyer will perceive in reality. The display of color shades depends, among other things, on the quality of the monitor or other display equipment used.

5.5. The Buyer is obliged to take over the goods at a place on which the Merchant or a representative authorized to deliver the goods and the Buyer agreed in the purchase agreement or otherwise at the time before the delivery of the goods (hereinafter referred to as the “**place**”). The Buyer is obliged to take over the goods within the timeframe to which the Merchant or a representative authorized to deliver the goods and the Buyer agreed in the purchase agreement or otherwise in the time before the delivery of the goods (hereinafter referred to as the “**timeframe**”).

- 5.6. In the event that the Merchant delivers the goods to the Buyer at the place and within the timeframe, the Buyer is obliged to take over the goods personally or to ensure that the goods are taken over by a person who is authorized in the case of the Buyer's absence to take over the goods and to sign a protocol on the payment of the purchase price and delivery and handover of the goods. A third party authorized to take over the goods is obliged to submit a copy of the order acceptance to the Merchant. The goods are deemed to have been delivered and received at the time of delivery to the Buyer. Delivery of goods to the Buyer means delivery of goods to the place, their acceptance by the Buyer or a third party authorized by the Buyer and the signing of a protocol on the payment of the purchase price and delivery and handover of goods by the Buyer or a third party authorized by the Buyer.
- 5.7. If it is necessary to repeat the delivery of goods due to the Buyer's absence at the place and within the timeframe or if the Buyer, without prior written withdrawal from the purchase agreement, does not take over the goods within 7 days after the futile expiry of the timeframe limits, the Merchant shall be entitled to claim compensation for the damage incurred in the amount of the actual costs of attempting and failing to deliver the goods to the place.
- 5.8. The purchase agreement is concluded with a settlement condition regarding the fact that if the Buyer does not pay the Merchant the agreed purchase price within 15 days of the Merchant's invitation to take over the goods, the agreement is cancelled from the beginning, the parties will return or replace all received performance and the Merchant acquires the right to freely dispose of the ordered goods.
- 5.9. The Buyer is entitled to inspect the shipment, i.e. the goods as well as their packaging immediately after delivery in the presence of a representative of the Merchant. In the event of detection of the existence of a defect in the goods and / or if the shipment is not complete (lower number of pieces of goods, or missing ordered goods), the representative of the Merchant is obliged at the request of the Buyer to draw up a record of damage with indication of the scope and nature of the defect of goods, the correctness of which will be confirmed by the Buyer. On the basis of such a record delivered to the Merchant, the Buyer may subsequently refuse to accept the delivered goods with a defect or confirm the delivery of the goods with a defect and subsequently, pursuant to Art. 8 of these Terms and Conditions, claim liability for the defects of the goods to the Merchant or to another person that the Merchant notified the Buyer before the conclusion of the agreement or before sending the order (hereinafter referred to as the "**designated person**"). If the Buyer refuses to accept the delivered goods with a defect, all reasonably incurred costs for returning the goods to the Merchant shall be borne by the Merchant.
- 5.10. The Buyer is entitled to withdraw from the purchase agreement in the case of non-delivery of the goods by the Merchant within the period specified in point 5.2. of these Terms and Conditions and the Merchant is obliged to return to the Buyer the part of the purchase price already paid without unnecessary delay, but not later than within 14 days from the receipt of the withdrawal from the purchase agreement in the same manner as used by the Buyer in his payment, unless he or she agrees with the Buyer on another method of return without the Buyer being charged additional fees.

6. Purchase Price

- 6.1. The purchase price for the goods agreed in the purchase agreement between the Merchant and the Buyer is indicated in the acceptance of the order (hereinafter referred to as the "**purchase price**"). If the purchase price indicated in the order delivery confirmation is higher than the price for the identical goods indicated in the e-commerce offer at the time the order was sent by the Buyer, the Merchant will deliver to the Buyer an electronic message with information about the offer of a new purchase price in a different amount, which is considered to be a proposal by the Merchant to conclude a new purchase agreement, which the Buyer must expressly confirm by e-mail or in writing in order for the purchase agreement to be concluded.
- 6.2. The Buyer is obliged to pay the Merchant the purchase price including the costs of delivering the goods in cash, or by a payment card when taking over the goods personally, by charging at the place of delivery of the goods or by cash-free transfer to the Merchant's account, as indicated in the acceptance of the order or on the Merchant's website at the time before the receipt of the goods.
- 6.3. In the event that the Buyer pays the purchase price to the Merchant by cash-free transfer, the day of payment is considered to be the day when the entire purchase price was credited to the Merchant's account.
- 6.4. The Buyer is obliged to pay the Merchant the purchase price for the agreed goods within the period set out in the purchase agreement, but at the latest upon the receipt of the goods.

- 6.5. In the event that the Buyer does not pay the full purchase price to the Merchant before the delivery of the goods to the place and the parties have not agreed to pay the purchase price for the goods in repayments, the Merchant is entitled to deny the delivery of the goods to the Buyer.
- 6.6. Costs associated with the assembly and removal of the goods are not included in the purchase price and the Merchant is not obliged to provide these services to the Buyer.

7. Acquisition of Ownership and Transfer of Risk of Damage to the Goods

- 7.1. By taking the goods at the agreed place, the ownership of the goods passes to the Buyer. The Buyer who does not meet the definition of consumer mentioned in § 52 para. 4 of the Civil Code acquires the right of ownership of the goods until the full payment of the purchase price for the goods.
- 7.2. The risk of damage to the goods passes to the Buyer at the time when the Buyer or a third person authorized by the Buyer takes over the goods from the Merchant or a representative authorized to deliver the goods, or if the Buyer does not do so in time, then at the time when the Merchant allows the Buyer to handle the goods and the Buyer does not take over the goods.

8. Responsibility for Defects

- 8.1. The Merchant is liable for any defect that the sold goods have at the time of its delivery and which manifests within two years from the delivery of the goods. For used goods, the parties may agree to a shorter period of liability of the Merchant for defects, but not less than one year from the delivery of the goods. If the defect appears within this period, it is assumed that it is a defect that the goods already had at the time of delivery. This does not apply if the contrary is proven or if this assumption is incompatible with the nature of the goods or defect.
- 8.2. If the object of the purchase is a digital item in which the digital content is to be delivered or a digital service is to be provided continuously during an agreed period, the Merchant is liable for any defect that occurs or arises during the entire agreed period, but not less than two years after the delivery of the digital item.
- 8.3. If the Merchant is responsible for the defect of the sold goods, the Buyer has the right to remove the defect by repair or replacement (§ 623 of the Civil Code), the right to a reasonable discount on the purchase price, or the right to withdraw from the purchase agreement (§ 624 of the Civil Code).
- 8.4. The Buyer may exercise the rights of liability for defects only if the defect was claimed within two months from the detection of the defect, but no later than the expiry of the period of liability of the Merchant for defects.
- 8.5. The Merchant or designated person shall provide the Buyer with a written confirmation of the defect immediately after the defect has been identified by the Buyer. In the confirmation of the defect, the trader shall indicate the deadline within which the defect will be removed. This period shall not exceed 30 days from the date of identification of the defect, unless a longer period is justified by objective reasons which the trader cannot influence.
- 8.6. The Merchant or the designated person shall issue to the Buyer a confirmation of the defect of the goods in the appropriate form chosen by the Merchant, e.g. in the form of an e-mail or in an otherwise written form, in which the Merchant is obliged to accurately mark the defects of the goods and once again instruct the Buyer about the Buyer's rights, which result from §§ 623 and § 624 of the Civil Code.
- 8.7. The Buyer has the right to choose to remove the defect by replacing or repairing the goods. The Buyer may not choose a method of removal of the defect which is not possible or which, in comparison with the other method of removal of the defect, would cause unreasonable costs to the Merchant in all circumstances.
- 8.8. If it is a defect that can be removed, the Buyer may request its free removal. The Merchant will remove the defect within a reasonable period. A reasonable period is the shortest time that the Merchant needs to assess the defect and to repair or replace the goods, taking into account the nature of the goods and the nature and gravity of the defect.
- 8.9. The Merchant may refuse to remove the defect if repair or replacement is not possible or if it would require disproportionate costs in all circumstances.
- 8.10. For the purposes of repair or exchange, the Buyer shall hand over or make the goods available to the Merchant or a person designated by him.
- 8.11. The Merchant shall deliver the repaired goods or replacement goods to the Buyer at the Merchant's own costs in the same or similar manner in which the Buyer delivered the defective goods, unless the parties agree otherwise. If the Buyer does not take over the goods within six months from the date on which it was ready to be taken over, the

Merchant may sell the goods. In the case of goods of greater value, the Merchant shall notify the Buyer of the intended sale in advance and provide a reasonable additional period to receive the goods.

- 8.12. The Merchant shall immediately after the sale pay to the Buyer the proceeds from the sale of the goods, after deduction of the costs which the Merchant intended to incur for the storage and sale of the goods, if the Buyer exercises the right to share in the proceeds within a reasonable period indicated by the Merchant in the notice of the intended sale of the goods.
- 8.13. If the Merchant declines liability for defects, the reasons for the refusal shall be notified in writing to the Buyer. If the Buyer by expert opinion issued by an accredited person, authorized person, or notified person demonstrates the liability of the Merchant for the defect, the Buyer may repeatedly accuse the defect and the Merchant cannot deny liability for the defect.
- 8.14. The Buyer has the right to be compensated by the Merchant for the expenses incurred in connection with the identification of the defect for which the Merchant is responsible and to the exercise of the rights of liability for the defect. The Buyer must exercise this right with the Merchant at the latest within two months from the delivery of the repaired or replacement goods, payment of discount from the price or return of the price after withdrawal from the agreement, otherwise the right will expire.
- 8.15. The Buyer has the right to a reasonable discount from the purchase price, or to withdraw from the purchase agreement even without providing additional reasonable time if the Merchant did not repair or replace the goods, or if the Merchant refused to remove the defect on the basis of the point 8.9, or if the goods have the same defect despite the repair or replacement of the goods, or the defect is of such a serious nature that it justifies immediate discount on the purchase price, or withdrawal from the agreement, or if the Merchant has declared or it is obvious from the circumstances that the defect will not be removed within reasonable time or without causing serious difficulties for the Buyer.
- 8.16. If the agreement concerns the purchase of several goods, the Buyer may withdraw from it only in relation to the defective goods. In relation to other goods, the Buyer may withdraw from the agreement only if it cannot reasonably be expected that the Buyer will be interested in keeping the other goods free of defects.
- 8.17. The Buyer cannot withdraw from the purchase agreement under the point 8.15, if the Buyer has co-operated in the occurrence of the defect, or if the defect is negligible.
- 8.18. The Merchant after withdrawal from the agreement by the Buyer and returning the goods back to the Merchant will return the purchase price to the Buyer no later than 14 days from the date of the return of the goods or after providing proof that the Buyer sent the goods to the Merchant, depending on which occurs first. The Merchant shall return the purchase price or pay the discount to the Buyer in the same manner as used by the Buyer when paying the purchase price, unless the Buyer expressly agrees with another way of payment.
- 8.19. Liability for defects is governed by point 8 of these Terms and Conditions. The Buyer was duly informed and notified of the conditions and methods of claiming liability for defects of goods, including information on where liability for defects can be claimed by placing these business conditions on the relevant subpage of the e-commerce of the Merchant and the Buyer had the opportunity to read them in time before sending the order.
- 8.20. Liability for defects applies to goods purchased by the Buyer from the Merchant through electronic commerce on the Merchant's electronic commerce website.
- 8.21. If the goods display defects, the Buyer has the right to claim liability for defects in the Merchant's establishment or at the designated person by delivering the goods to the Merchant's establishment or the designated person's establishment and delivering to the Merchant or to the designated person an expression of the Buyer's will to exercise its right (hereinafter referred to as "**notice of defect**") e.g. in the form of a completed form for claiming liability for defects, which is placed on the relevant subpage of the e-commerce Merchant. The Merchant advises to insure the goods when shipping. The shipment is not taken by the Merchant or the designated person. The Buyer is obliged to truthfully state all required information, in particular, to accurately indicate the type and extent of the defect of the goods; at the same time, the Buyer shall indicate which of the rights arising out of § 623 of the Civil Code the Buyer applies. The list of designated persons is listed on the relevant e-commerce subpage or sent to the Buyer at the Merchant's request.
- 8.22. The liability procedure for defective goods that can be delivered to the Merchant begins on the date when all of the following conditions are cumulatively met:
 - a) notice of defect is delivered to the Merchant or designated person,

- b) goods from the Buyer are delivered to the Merchant or designated person,
 - c) access codes, passwords, etc. are delivered to the Merchant or a designated person, if these data are necessary to identify the defects of the goods and repair the goods.
- 8.23. If the object of the defect is goods that cannot objectively be delivered to the Merchant or which are fixed, the Buyer is obliged to provide all necessary assistance to carry out the inspection of goods by the Merchant or a third person designated by the Merchant in addition to meeting the conditions under the points 8.22 a) and c) of these Terms and Conditions. The proceedings concerning goods which cannot objectively be delivered to the Merchant or which are firmly fixed begin on the day of the inspection of the goods under the first sentence. However, if the Merchant or a third party designated by the Merchant, despite the necessary cooperation provided by the Buyer, does not ensure that the inspection is carried out within a reasonable period of time, but no later than 10 days from the date of receipt of the notice of defect to the Merchant, the procedure begins on the day of receipt of the notice to the Merchant.
- 8.24. When removing the defect, the Merchant will ensure the removal of the goods and the installation of the repaired goods or replacement goods, if the replacement or repair of the goods requires it.
- 8.25. The Merchant is liable for defects caused by incorrect assembly or installation of goods, digital content or digital service under the provisions of § 619 para. 4 of the Civil Code.
- 8.26. The Buyer is entitled to decide which of the rights under Art. 623 of the Civil Code will be exercised and at the same time the Buyer is obliged to immediately inform the Merchant or the authorized person about this decision. On the basis of the Buyer's decision which of the rights under Art. 623 of the Civil Code are exercised, the Merchant or designated person is obliged to determine the method of settling the liability for defects.
- 8.27. Liability does not apply to defects on the basis of which the Buyer agreed to a reduced price with the Merchant at the time of conclusion of the agreement and about which the Buyer had to know in view of this circumstance.
- 8.28. The Merchant is not liable for defects of goods:
- a) if the Buyer has not exercised his or her right regarding the liability of the Merchant for defects of goods until the expiry of the period of liability of the Merchant for defects of goods;
 - b) if the defect of the goods is mechanical damage caused by the Buyer;
 - c) if the defect of the goods arose from the use of the goods in conditions that do not correspond by their intensity, moisture, chemical, and mechanical influences to the natural environment of the goods;
 - d) if the defect of the goods arose from unprofessional handling, handling, or neglect of care for the goods;
 - e) if the defect of the goods arose from damage to the goods by excessive loading or use contrary to the conditions set out in the documentation or the general principles of normal use of the goods;
 - f) if the defect of the goods was caused by damage to the goods by irreversible and/or unforeseen events;
 - g) if the defect of the goods arose from damage to the goods by accidental destruction and accidental deterioration;
 - h) if the defect of the goods was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity, or other force majeure;
 - i) if the defect of the goods arose from the intervention of the goods by an unauthorized person.

If the shipment is incomplete, or if it is an obvious defect, which the Buyer could have detected by checking the shipment at the time of delivery of the goods and which the Buyer did not notify the Merchant's representative in accordance with the point 5.9. of these Terms and Conditions, subsequent distinction of the defect of this kind can be recognized only if the Buyer proves that the goods already had the defects at the time of receipt by the Buyer.

- 8.29. The Merchant will inform the Buyer immediately after the completion of the procedure by telephone or e-mail about the outcome of the defect liability declaration, and at the same time, together with the goods, or via e-mail, will be delivered a proof of the defect liability declaration.
- 8.30. Shipped sports nutrition goods, food in gift baskets, and animal feed have a minimum shelf life of more than 2 months before the date of consumption, in case of a shorter expiration time, the Merchant contacts the Buyer by phone or email and the shipment is sent only with the Buyer's consent.
- 8.31. In the event of a replacement of goods for a new one, the Buyer will receive a document on which information about the replacement of goods will be stated, and any further liability for defects shall apply on the basis of the purchase agreement and this document. In the event of the exchange of goods for new ones, the warranty period will start to run again from the date of acceptance of new goods, but applies only to new goods.
- 8.32. Exclusion of claimed liability for defects applies only to defects specified in the notice of defect identification and in the confirmation of defect identification of goods according to the point 8.6. of these Terms and Conditions.

- 8.33. The authorization of the Buyer to claim liability for defects of the goods is after the right has been exercised and the Buyer asked the Merchant to remove the defect of the goods in accordance with the point 8.2 of these Terms and Conditions and irrespective of the outcome of the liability procedure for defects, any recurrence of the same unique defect (not defects of the same kind) without submission of expert issued by an accredited, authorized or notified person will be rejected.
- 8.34. The provisions of Art. 8 of these Terms and Conditions do not expressly apply to entities that do not meet the definition of consumer referred to in Art. 52 para. 4 of the Civil Code.

9. Personal Data Protection

- 9.1. The Contracting Parties have agreed that for the purposes of proper handling and delivery of the order, if the Buyer is a natural person, the Buyer is obliged to disclose to the Merchant his or her name and surname, address of permanent residence including zip code, telephone number, and e-mail address.
- 9.2. The Parties have agreed that for the purposes of proper handling and delivery of the order, if the Buyer is a legal person, the Buyer is obliged to disclose to the Merchant its business name, address of registered office including zip code, ID No., VAT ID (if assigned), telephone number, and e-mail address.
- 9.3. The Buyer who has registered in the online store may at any time check and change the personal data provided, as well as cancel the registration after logging in to the e-commerce website in the section "XY (e.g. My profile)".
- 9.4. The Merchant hereby informs the Buyer that in accordance with 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 Merchant as the operator of the information system will process the personal data of the Buyer in the process of conclusion of the purchase agreement without the Buyer's consent as the data subject, since the processing of personal data of the Buyer will be carried out by the Merchant in the framework of pre-contractual relations with the Buyer and the processing of personal data of the Buyer is necessary for the performance of the purchase agreement in which the Buyer acts as one of the contractual parties.
- 9.5. In accordance with Art. 6 p. 1 letter f) of the Regulation, the Merchant may, after delivery of the ordered goods or services to the Buyer, on the basis of a legitimate interest, process the Buyer's personal data for direct marketing purposes and send information about new products, discounts, and promotions on the goods or services offered to the Buyer's e-mail address.
- 9.6. The Merchant undertakes to treat and handle the Buyer's personal data in accordance with the applicable legislation of the Czech Republic.
- 9.7. The Merchant declares that in accordance with Art. 5(1)(a) and (b) of the Regulation, the personal data of the Buyer will be collected solely for the purpose stated in these Terms and Conditions.
- 9.8. The Merchant declares that for purposes other than those stated in these Terms and Conditions, the Merchant will always collect the personal data of the Buyer separately on an adequate legal basis and at the same time ensure that such personal data will be processed and used exclusively in a manner that corresponds to the purpose for which they were collected and will not combine them with personal data that was collected for another purpose or for the purpose of fulfilling the purchase agreement.
- 9.9. Before sending the order, the Buyer will be asked to confirm by checking the box that the Merchant has communicated to him in a sufficient, understandable, and irreplaceable way:
- a) the identification data specified in Art. 1 of these Terms and Conditions, proving the identity of the Merchant;
 - b) contact details of the Merchant or the Merchant's representative;
 - c) the purpose of the processing of personal data which is the conclusion of a purchase agreement between the Merchant and the Buyer and the legal basis for the processing of personal data;
 - d) that the requested personal data for the purpose of concluding the purchase agreement and proper handling and delivery of the order is obliged to be provided;
 - e) if the processing is based on Art. 6(1)(f) of the Regulation that the legitimate interest pursued by the Merchant is direct marketing;
 - f) identification data of the third party, which is the company that delivers the ordered goods to the Buyer, respectively identification data of other recipients or categories of recipients of personal data if any;
 - g) the retention period of personal data and the criteria for determining it.

- 9.10. The Merchant declares that personal data will be processed in accordance with good morals and will act in a manner that does not contradict or circumvent the Regulation or other generally binding legislation.
- 9.11. The Merchant in accordance with the Regulation provides the Buyer whose data it processes the following information:
- a) the identity and contact details of the Merchant and, where applicable, the Merchant's representative;
 - b) contact details of the representative;
 - c) the purposes for which the personal data is processed and the legal basis for the processing;
 - d) legitimate interests pursued by the Merchant or a third party if the processing is based on Art. 6 p. 1(f);
 - e) the recipients or categories of recipients of personal data, if any;
 - f) where applicable, information that the Merchant intends to transfer personal data to a third country or international organization;
 - g) the retention period of personal data and the criteria for determining it;
 - h) information on the existence of the right to request from the Merchant the access to the personal data and the right to correct or erase or restrict 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 an agreement, whether the Buyer is obliged to provide personal data, as well as 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 Merchant a copy of the personal data that is being processed and has the right to obtain all the above information. For any additional copies requested by the Buyer, the Merchant may charge a fee corresponding to the administrative cost of making a copy.

- 9.12. If the Buyer exercises the right under point 9.11 in writing or electronically and the content of the request indicates that the Buyer is exercising the right under point 9.11, the request shall be deemed to have been made under this Regulation.
- 9.13. The Buyer has the right to object to the Merchant's processing of personal data, which the Buyer assumes is or will be processed for direct marketing purposes, including profiling to the extent related to such direct marketing. If the Buyer objects to such processing, the Merchant will cease to process personal data for direct marketing purposes from the date of receipt of such objection to the Merchant and the personal data of the purchaser concerned shall no longer be and will not be processed for such purposes.
- 9.14. If the Buyer suspects that his or her personal data is being processed unlawfully, he/she may lodge a complaint with the Personal Data Protection Authority. If the Buyer does not have the full legal capacity, the Buyer's rights may be exercised by a legal representative.
- 9.15. The Merchant shall take appropriate measures to provide the Buyer with all the information referred to in the 9.11 in a concise, transparent, understandable, and easily accessible form, clearly and simply formulated. The Merchant shall provide information electronically or in accordance with the Regulation by other means agreed with the Buyer.
- 9.16. Information on the measures taken at the request of the Buyer shall be provided by the Merchant to the Buyer without undue delay, in any case within one month of receipt of the request.
- 9.17. The Merchant informs the Buyer that in order to fulfill the concluded agreement, the personal data of the Buyer is assumed to be provided and made available to the following third parties or recipients:
- Direct Parcel Distribution SK s.r.o., Registered Seat: Technical 7 821 04 Bratislava, ID No.: 35834498, Tax ID: 2021648739, VAT ID: SK2021648739, registered in the Business Register of the City Court Bratislava III, Section: Sro, Insert No.: 26367/B
 - General Logistics Systems Slovakia s.r.o., Registered Seat: Lieskovská cesta 13, 962 21 Lieskovec, ID No.: 36624942, registered in the Business Register of the District Court Banská Bystrica, Section: Sro, Insert No.: 9084/S.
 - Packeta Slovakia s.r.o., Registered Seat: Kopčianska 3954/39, 851 01 Bratislava, ID No.: 48136999, VAT ID: SK2120099014, registered in the Business Register of the City Court Bratislava III, Section: Sro, Insert No.: 105158/B
 - IN TIME, s.r.o., Registered Seat: Senecká cesta 1, 900 28 Ivanka pri Dunaji, ID No.: 31 342 621, registered in the Business Register of the District Court Bratislava III, Section: Sro, Insert No.: 4376/B
 - Slovak Parcel Service s. r. o., Registered Seat: Senecká cesta 1, 900 28 Ivanka pri Dunaji, ID No.: 31 329 217, registered in the Business Register of the City Court Bratislava III, Section: Sro, Insert No.: 3215/B

10. Withdrawal From the Purchase Agreement

10.1. If the Merchant cannot fulfil obligations arising out of the purchase agreement due to the outsourcing of inventory, the unavailability of goods, or if the manufacturer, importer or supplier of the goods agreed in the purchase agreement has interrupted production or made such major changes that prevented the fulfilment of the Merchant's obligations arising out of the purchase agreement, or for reasons of force majeure, or if the Merchant is not able to deliver the goods to the Buyer within the time period specified in these Terms and Conditions, the Merchant is obliged to immediately inform the Buyer of this fact and at the same time is obliged to offer the Buyer compensatory performance or the possibility for the Buyer to withdraw from the purchase agreement. The Buyer can cancel the order by telephone or by sending an e-mail. If the Buyer does not accept the compensatory performance offered by the Merchant or withdrawal from the purchase agreement within a reasonable period, the Merchant is entitled to withdraw from the purchase agreement and if the Buyer has already paid the purchase price or part thereof, the Merchant is obliged to return the already paid purchase price or part thereof within 14 days from the date of receipt of the withdrawal from the purchase agreement to the Buyer.

If, for the above reasons, the Merchant is unable to deliver the goods to the Buyer at the price specified in the order and notify the Buyer of this fact before the binding acceptance of the order, the Merchant is not obliged to accept the Buyer's proposal to conclude the purchase agreement.

In the event that the Buyer withdraws from the purchase agreement or cancels the order for the reasons stated in this point of these Terms and Conditions, the Merchant is obliged to return to the Buyer the advance payment for the goods agreed in the purchase agreement without unnecessary delay, but no later than 14 days from the date of receipt of the notice of withdrawal from the agreement in the same manner as used by the Buyer in his payment, unless the Merchant agrees with the Buyer on another method of return without the Buyer being charged additional fees.

10.2. The Buyer is entitled to withdraw from the purchase agreement without giving a reason in accordance with the conditions stipulated in § 19 of the Consumer Protection Act within 14 days from the date of receipt of the goods, or from the date of conclusion of the agreement for the provision of services or the agreement for the delivery of digital content, which the Merchant delivers other than on a tangible medium, if the Merchant has fulfilled the information obligations according to § 15 of the Act in a timely and proper manner.

10.3. The Buyer has the right within this period after receipt of the goods to unpack and try again in a manner similar to the usual when buying in a classic physical store, to the extent necessary to determine the nature, characteristics and functionality of the goods.

10.4. The withdrawal period starts on the day when the Buyer or a third party designated by the Buyer, excluding the carrier, takes over all parts of the ordered goods, or if:

- a) the goods ordered by the Buyer in one order are delivered separately, from the day of receipt of the goods, which was delivered as the last;
- b) supplies goods consisting of several parts or pieces, from the date of receipt of the last part or piece;
- c) on the basis of the agreement the goods are delivered repeatedly for a specified period, from the date of receipt of the first delivered goods.

10.5. The Buyer may withdraw from the purchase agreement, the object of which is the purchase of the goods even before the expiry of the withdrawal period.

10.6. The Buyer may exercise the right to withdraw from the agreement concluded at a distance in the form of a letter or in the form of a record on another durable medium. The Buyer may use the model form for withdrawal from the agreement, which forms the Annex No. 1 to these Terms and Conditions.

10.7. The withdrawal from the purchase agreement pursuant to the preceding point of these Terms and Conditions must contain information on the basis of which the Merchant can clearly and without any doubt identify the order and the product that the customer wishes to return. That is, for example, the information required in the sample form for withdrawal from the purchase agreement, which forms the Annex No. 1 of these Terms and Conditions, the identification of the Buyer, the date or number of the order, the name and specification of the goods. The Buyer is advised to also specify the preferred way in which the Merchant should return the already received payment, in particular the Buyer's account number and/or postal address.

10.8. The Merchant is obliged to provide the Buyer with a confirmation of delivery on a durable medium immediately after the receipt of the notice of withdrawal from the agreement, if the Buyer has withdrawn from the agreement using a special function or withdrawal form available in the Merchant's online interface.

- 10.9. If the Buyer withdraws from the purchase agreement, each supplementary agreement related to the purchase agreement from which the Buyer has withdrawn is also cancelled from the beginning. This does not apply if the parties expressly agree on the further duration of the supplementary agreement. No costs or other payments may be demanded from the Buyer in connection with the cancellation of the supplementary agreement except for the reimbursement of costs and payments referred to in § 21 para. 3 and 5, and in paragraph 22. 3 of the Act and the price for the service, if the object of the agreement is the provision of the service and the full provision of the service has taken place.
- 10.10. The Buyer is obliged without undue delay, but no later than within 14 days from the date of withdrawal from the purchase agreement, to send the goods back to the Merchant's address or to hand them over to the Merchant or the person authorized by the Merchant to receive the goods. This shall not apply if the Merchant has proposed to pick up the goods personally or through an authorized person. The period referred to in the first sentence of this point of these Terms and Conditions shall be deemed to have been retained if the goods have been handed over for transport at the latest on the last day of the period.
- 10.11. The Buyer is obliged to deliver the goods to the Merchant complete, including complete documentation, undamaged, if possible in original packaging, and unused.
- 10.12. It is recommended to insure the goods. The shipment is not handled by the Merchant. The Merchant 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 from the agreement, all payments received from the Buyer under or in connection with the purchase agreement, including shipping, delivery and postal charges and other costs and fees. The Merchant is not obliged to refund to the Buyer the payment as specified in this point of these Terms and Conditions before the goods are delivered to him or until the Buyer proves that the goods have been returned to the Merchant, unless the Merchant proposes to pick up the goods personally or through an authorized person.
- 10.13. The Merchant is obliged to return to the Buyer all payments in the amount corresponding to the withdrawal from the agreement if the Buyer did not withdraw from the entire distance agreement but only withdrew in relation to specific products. The Merchant may not charge the Buyer additional costs for shipping, delivery, postal and other costs and fees.
- 10.14. The Merchant is not obliged to pay the Buyer additional costs if the Buyer has explicitly chosen a method of delivery other than the cheapest standard method of delivery offered by the Merchant. Additional costs are the difference between the cost of delivery chosen by the Buyer and the cost of the cheapest delivery method offered to the Merchant.
- 10.15. The Buyer bears the costs of returning the goods to the Merchant or the person authorized by the Merchant to receive the goods. This does not apply if the Merchant has agreed to bear them or if the Merchant has failed to fulfill an obligation under § 15 para. 1(g) of the Act.
- 10.16. The Buyer is responsible for the depreciation of the goods resulting from such treatment of the goods that is beyond the treatment necessary to determine the characteristics and functionality of the goods. The Buyer shall not be liable for the decrease in the value of the goods if the Merchant has not fulfilled the obligation to inform the Buyer about the right to withdraw from the agreement under § 15 para. 1 letter f) of the Consumer Protection Act on distance sales.
- 10.17. The Merchant is obliged to return the purchase price for the goods to the Buyer in the same manner as used by the Buyer in his payment, unless the Merchant agrees with the Buyer on another method of refund without the Buyer being charged additional fees in this connection.
- 10.18. In the event that the Buyer withdraws from the agreement and delivers to the Merchant goods that are used, damaged, or incomplete, the Buyer undertakes to pay the Merchant:
- a) the value by which the value of the goods has been reduced within the meaning of Art. 457 of the Civil Code in the actual amount;
 - b) the costs incurred by the Merchant in connection with repairing the goods and bringing them to their original condition calculated according to the price list for after-guarantee service of the goods.
- The Buyer is obliged to pay the Merchant compensation at the maximum amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase agreement.
- 10.19. Unilateral clearing of Merchant and Buyer's claims arising from withdrawal from the agreement under § 19 para. 1 is prohibited.
- 10.20. In accordance with paragraph 19. The Buyer may not withdraw from an agreement of which the subject is:
- delivery of goods manufactured according to the specifications of the Buyer or custom manufactured goods+

- delivery of goods subject to rapid quality impairment or damage;
- delivery of goods contained in a protective packaging which is not suitable for return for reasons of health protection or hygiene and whose protective packaging was broken after delivery;
- delivery of audio recordings, video recordings, audiovisual recordings or software sold in a protective packaging that was breached after delivery;
- delivery of goods which, due to their nature, may be inseparably mixed with other goods after delivery;
- delivery of the digital content other than on a tangible medium, if its delivery has begun with the express consent of the Buyer and the Buyer has declared that he or she has been duly instructed that by expressing this consent he or she loses the right to withdraw from the agreement by beginning the delivery of the digital content, and the Merchant has provided the Buyer with a confirmation thereof;
- the provision of a service, if its provision began with the express consent of the Buyer and the Buyer has declared that he or she was duly instructed that by expressing this consent he or she loses the right to withdraw from the agreement after the full provision of the service, and if the full provision of the service has taken place.

10.21. The provisions of Art. 10 of these Terms and Conditions do not expressly apply to entities that do not meet the definition of consumer referred to in Art. 52 para. 4 of the Civil Code.

11. Final Provisions

- 11.1. In the event that the purchase agreement is concluded in writing, any changes to it must be in writing.
- 11.2. The Parties agree that communication between them will take place in the form of e-mail messages.
- 11.3. The relevant provisions of the Civil Code, the Act No. 22/2004 Coll. on Electronic Commerce and amending the Act No. 128/2002 Coll. on State Control of the Internal Market in matters of consumer protection and amending some laws as amended by Act No. 284/2002 Coll. as amended and the Act apply to relations not regulated by these Terms and Conditions.
- 11.4. The Buyer has the right to demand a remedy from the Merchant if there is a dispute between the Buyer and the Merchant about the exercise of defective liability rights or if the Buyer believes that the Merchant has violated other rights of the Buyer. If the Merchant refuses the request for remedy or does not respond to it within 30 days from the date of its dispatch, the Buyer has the right to submit a proposal to initiate an alternative dispute resolution pursuant to the provisions of § 12 of the Act No. 391/2015 Coll. on Alternative Dispute Resolution and on amendment of some laws.
- The competent entity for the alternative dispute resolution with the Merchant is the Slovak Trade Inspection P.O.Box 29, Bajkalská 21/A, 827 99 Bratislava, www.soi.sk or another competent authorized legal entity registered in the list of entities for alternative dispute resolution held by the Ministry of Economy of the Slovak Republic (the list is available on the website <http://www.mhsr.sk>); the consumer has the right to choose which of the aforementioned entities for alternative resolution of consumer disputes to contact.
- 11.5. The consumer may use an online dispute resolution platform available at the website <http://ec.europa.eu/consumers/odr/> to submit an alternative dispute resolution proposal.
- 11.6. These Terms and Conditions become effective for the Buyer upon concluding the purchase agreement.
- 11.7. Before sending the order, the Buyer will be asked to check the box to confirm that the Buyer has read these Terms and Conditions, understands their content and fully agree to them.

Annex No. 1
Sample withdrawal form

(fill in and send this form only if you wish to withdraw from a distance agreement)

Addressee: Bubulákovo s.r.o., Diakovská 14, 927 01 Šaľa, Slovakia info@bubulakovo.sk

I/we hereby notify/notify (*), that I/we withdraw (*) from the purchase agreement for the supply or provision of this product:

Date of order/date of receipt (*)

Name of the consumer(s) (*)

Address of consumer(s) (*)

Signature of the consumer(s) (*) (if this form is submitted in paper form)

Date.....

(*) Cross out if not applicable.

Annex No. 2

Information on the exercise of the Buyer's right of withdrawal from the purchase agreement

1. Right to withdraw from the purchase agreement

If you make a purchase as a consumer, you have the right to withdraw from this agreement without giving any reason within 14 days.

The withdrawal period expires 14 days after the date on which you or a third party designated by you, with the exception of the carrier, pick up the goods, or from the date of the conclusion of the agreement for the provision of the service, or from the date of the conclusion of the agreement for the delivery of digital content other than on a durable medium.

When exercising your right of withdrawal from the purchase agreement, please inform us of your decision to withdraw from this purchase agreement through a written declaration (for example, a letter sent by post, fax, or e-mail) at: Bubulákovo s.r.o., Diakovská 14, Šaľa 927 01, Slovakia info@bubulakovo.sk

For this purpose, you may use the sample withdrawal form, which we have sent to you, and which can be found as Annex 1 of the Terms and Conditions. However, its use is not mandatory. In case of interest, you have the possibility to fill in and send a sample form for withdrawal from the purchase agreement or any other written declaration of withdrawal from the purchase agreement also in an electronic form through the website of our online store www.bubulakovo.sk. If you use this option, the acceptance of the withdrawal from the purchase agreement will be promptly confirmed by e-mail or on another durable medium.

The withdrawal period is fulfilled if you send a notice of the exercise of the right of withdrawal from the purchase agreement before the withdrawal period expires.

If the object of the purchase agreement is the purchase of goods, you can withdraw from the purchase agreement even before the withdrawal period expires.

2. Consecrations of withdrawal

After withdrawal from the purchase agreement, we will refund all payments you have made in connection with the conclusion of the purchase agreement, in particular the purchase price including the costs of the delivery of the goods to you. This does not apply to additional costs if you have chosen a different delivery than the cheapest standard delivery method we offer. Payments will be made to you no later than 14 days from the date of receipt of your notice of withdrawal from this purchase agreement. The payment will be made through the same method you used for your payment, unless you have expressly agreed to another payment method, and without any additional charges.

With a refund, we may wait until the goods are returned to our address, or until proof that you have returned the goods, whichever happens first.

Send the goods back to us or bring them to the address of the registered office of the company without undue delay and in any case no later than 14 days from the date of exercise of the right of withdrawal. The deadline is deemed to have been observed if you return the goods before the expiry of the 14-day period. The direct costs of returning the goods are borne by you.

Please note that in the event of withdrawal from the purchase agreement, you are responsible for any decrease in the value of the goods as a result of handling them from the time of their receipt until the moment of their return in a manner other than that necessary to determine the nature, properties, and functionality of the goods.

If you have requested the commencement of the provision of the service during the withdrawal period, you are obliged to pay us the price for the actual performance actually provided by the date on which you have notified us of your decision to withdraw from this agreement.



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