

1. General Provisions

The following business and claims conditions govern the rights and obligations of the parties arising from the purchase contract concluded between the seller: TESTUM sro Krivá 12, Košice 04001, ID 36592536, registered in the Commercial Register of the District Court Košice I, Section Sro, File number: 16493 / V (hereinafter referred to as "Seller") and the buyer. The subject of this contract is the purchase and sale of goods on the website e-commerce vendor.

Contact the seller:

TESTUM Ltd., Krivá 12, Košice 04001, ID 36592536, registered in the Commercial Register of the District Court Košice I, Section Sro, Insert No. 16493 / V

UID: 2022003093

operation:

Phone:

E-mail:

Supervisors:

The Slovak Trade Inspection (SOI)

Inspectorate SOI for the Bratislava region

Prievozska 32, P.O. 5,820 Box 07 Bratislava 27

Department of technical control products and consumer protection and legal service

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<http://www.soi.sk>

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

1.1. These terms and conditions and claims, as in force at the date of conclusion of the contract of sale are an integral part of the purchase contract. In the case of the conclusion of the purchase contract in writing, the terms to be agreed by way of derogation from these trade complaints and conditions, the provisions of the purchase agreement takes precedence over these Terms and conditions Complaints. Newly agreed terms and conditions must not conflict with other acts (the deadline for returns, warranty period, etc.).

1.2 For the purposes of these complaints obcodných and conditions ancillary contract means a contract in which the buyer acquires goods or service is being provided, which is related to

the subject of the purchase agreement if the goods supplied or the service provided by the seller or a third party on the basis of their agreement.

1.3 Displayed purchase price for the goods on any website e-commerce, which is operated by the seller includes the value added tax in the amount specified by legislation of the Slovak Republic. Does not include the cost of freight and other optional services. All business and other events while supplies last, for a given product if not stated otherwise.

1.4. Law, the seller is able to modify the selling price of goods, which is listed on the website of electronic commerce, in service of the seller. Such a change does not apply to sales contracts concluded from earth prices, regardless of the fact that still there will be no delivery of goods.

2. The process of concluding a purchase contract

2.1. The purchase contract is concluded for a proposal to be sent to the buyer to the seller in the form of sending form through the website of the seller, who will send a proposal for its conclusion. The subject of the contract is the disposal of title to the goods designated by the buyer for the purchase price and under the conditions specified in this order (the "Order").

2.2 After submitting your order will be sent to your email address an automatically generated message of the order to the electronic system vendor (the "confirmation of receipt of order"). If necessary, it is possible that the e-mail should be sent to the buyer any additional information regarding the order.

2.3 Confirmation of order receipt contains information that the seller has received an order that it is not accepting the proposal to conclude a purchase contract.

2.4 Then it will be sent to the e-mail address of purchasers, which contains the notice of whether the order has been accepted by the buyer (the "order acceptance"). Containing acceptance of the order as the name and specification of goods whose sale is subject to sales contract pricing data for goods and / or other services, an indication of the likely delivery date of goods, the name and address of the place where the goods are to be delivered, and information about the conditions, methods price and terms Preparing goods to the agreed place of delivery to the buyer, further details about the seller, such as business name, address,

registration number and the like. The notification may also contain other necessary information.

2.5. Purchase contract occurs by delivery acceptance of the order electronically or in writing.

2.6 Seller clear, unambiguous, clear and unmistakable manner to inform the buyer before placing an order for pre-contractual information regarding the complaints, credit, trade, transportation and other conditions so that:

a) the main characteristics of the goods or the nature of the service to the extent appropriate to the means of communication and the goods or service informs the relevant product page, e-commerce vendor,

b) the business name and registered office of the seller to inform the relevant sub-page and e-commerce vendor in Art. 1 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

c) the telephone number of the seller and of the further details that are important to contact the buyer with the seller, especially its electronic mail address, and fax number if he has informed the relevant sub-page and e-commerce vendor in Art. 1 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

d) the address of the seller, where the buyer can file claim goods or services, make a complaint or inform any other initiative in Art. 1 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

e) the total price of the goods or services, including value added tax and all other taxes, or where the nature of the goods or services the price can not reasonably be determined in advance, the manner in which the price is calculated, as well as the transport, delivery, postage and other costs and charges or, if such costs and fees can not be determined in advance of the fact that the purchaser shall be liable to inform the relevant product page, e-commerce vendor,

f) the payment terms, delivery terms, the period in which the seller undertakes to deliver the goods or services in respect of information on the application procedure and processing complaints, complaints and suggestions purchaser has informed the relevant articles of these sales and complaint conditions which are placed on respective sub-page e-commerce vendor,

g) information on the buyer's right to withdraw from the contract, the conditions, time limit and procedures for exercising the right of withdrawal in Article informed. 10 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

h) to provide the form to withdraw from the contract in Article informed. 10 and annex these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor; the seller also gave itself a form to withdraw from the contract annexed to these business conditions and complaints that are placed on the respective sub-page e-commerce vendor

i) the information that if the buyer withdraws from the contract, to bear the cost of returning the goods to the seller in accordance with § 10 para. 3 of Law no. 102/2014 Z.z. on consumer protection when selling goods or services on the basis of the distance contract or contracts negotiated away from business premises seller and amending certain acts (hereinafter the "Law on the protection of consumers in respect of distance contracts"), and if the contract of sale of the the cost of returning goods which by their nature can not be returned by mail informed in Art. 10 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

j) the obligations of the buyer to pay the seller the price for the service actually provided by § 10 para. 5 of the Law on consumer protection in distance selling, if the purchaser withdraws from service after the seller has granted explicit consent pursuant to § 4 ods. 6 of the Law on consumer protection in distance selling in Article informed. 10 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

k) the circumstances in which the buyer loses his right of withdrawal in Article informed. 10 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

l) the information on the liability of the seller for defects in the goods or services under sec. § 622 and 623 of the Civil Code in Article he informed. 8 of these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

m) the existence and details of the guarantees provided by the manufacturer or seller under stringent principles as laid down in the provisions. § 502 of the Civil Code, if it is the manufacturer or seller provides, as well as the existence and the conditions of assistance and services provided to the buyer after the sale of goods or services, if such assistance is provided to inform the relevant product page and e-commerce vendor Art. 9 these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

n) the existence of relevant codes of conduct, which is a signatory to the seller, and the way in which the buyer can become familiar with them or get their text informing the relevant product page, e-commerce vendor,

o) the duration of the contract in the case of a contract of limited duration; in the case of a contract concluded for an indefinite period or in the case of contracts for which shall be automatically extended its validity, information on the conditions for terminating the contract shall inform the relevant product page, e-commerce vendor and in such conduct and claims conditions are placed on the respective subpage electronic commerce vendor,

p) the minimum duration of the buyer arising from the purchase contract when the purchase contract gives the buyer for such an obligation to inform the relevant product page and e-commerce vendor in these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

q) the obligation of the buyer to pay an advance payment or provide other financial security at the request of the seller and the conditions applicable to the provision apply if the purchase contract gives the buyer such an obligation to inform the relevant product page, e-commerce vendor and in such conduct and claims conditions that they are placed on the respective sub-page e-commerce vendor,

r) the functionality, including applicable technical protection measures to ensure that electronic content, where appropriate, to inform the relevant product page and e-commerce

vendor in these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

a) the compatibility of electronic content with hardware and software that the seller knows or is reasonably expected to have knowledge, if it is appropriate to inform the relevant product page, e-commerce vendor and in such conduct and claims conditions are placed on the respective subpage e-commerce vendor,

t) about the possibilities and conditions for resolving the dispute out of court through alternative dispute resolution, if the seller agreed to use the system to inform the relevant product page and e-commerce vendor in these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

u) the necessary procedures for the conclusion of the purchase agreement so that the necessary actions described in these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor,

v) that the purchase agreement will be stored electronically by the seller and the buyer accessible after her buyers request in writing to inform the relevant product page, e-commerce vendor and in such conduct and claims conditions are placed on the respective subpage electronic commerce vendor,

that language offered for the conclusion of the Slovak language briefed on relevant product page and e-commerce vendor in these trade complaints and conditions that are placed on the respective sub-page e-commerce vendor.

2.7. If the seller failed to fulfill its obligation to provide information in accordance with paragraph 2.6 letter e) of these business conditions and complaints, the buyer is not obliged to additional costs or fees paid.

3. The rights and obligations of the seller

3.1. The seller is obliged to:

a) in case the order confirmation form of acceptance, the seller must deliver the goods to the buyer at the agreed quantity, time, quality and wrap it and provide the service that necessary for their preservation and protection.

b) ensure that the delivered goods meet the applicable regulations of the Slovak Republic,

c) send the confirmation of the purchase contract on a durable medium, such as via e-mail. Confirmation is required to send without delay and shall include all information specified in

2.6. including withdrawal form from the contract.

d) no later with the goods over to the purchaser in an electronic or written form all the necessary documents for the acceptance and use of the purchased goods and also other documents prescribed by the legislation of the Slovak Republic such as instruction in the Slovak language, delivery note, warranty and tax document.

2.3 The seller has the right to proper and timely payment of the purchase price by the buyer for the goods delivered.

3.3 In case of unavailability of goods or while supplies last, unable to seller delivers the goods to the purchaser within the period agreed in the contract, set by these Terms and Complaints conditions or for an agreed purchase price is the duty of the seller to offer the buyer substitute performance, possibly the withdrawal from the purchase contract for buyer (cancel the order). Withdrawal from the contract or cancel orders can be sent by e-mail buyers. In the case of payment of the purchase price by the buyer or part of the seller's obligation to reimburse the paid purchase price or part of it within 14 days of the receipt e-mail of withdrawal from the purchase contract respectively. Canceling an order the buyer to the designated account, unless the parties agree otherwise. Unless the adoption of substitute performance by the buyer, the seller and offered or withdraws from the contract, the seller is entitled to withdraw from the contract. In the case of payment of the purchase price by the buyer or part thereof, the seller is

obliged to reimburse the paid purchase price or part of it within 14 days from the date of receipt of the withdrawal from the contract, kupujúcemu.j

4. The rights and obligations of the buyer

4.1. The seller informed the buyer's obligation to pay the purchase price. This obligation is part of the order.

2.4 Remedies: The buyer has the right to supply the quantity, quality, time and place agreed by the Parties.

3.4 Obligations of the buyer:

a) to pay the agreed purchase price to the seller at an agreed maturity, including the cost of delivery of ordered goods,

b) take over the goods that were ordered and delivered

c) the delivery note to confirm receipt of the goods by his signature, or the signature of an authorized person.

5. Shipping and Charges

1.5 For each product on the website of e-commerce it is given the usual availability of goods and the term of his expedition.

2.5 The seller must deliver the thing to the purchaser without delay, within 30 days from the date of the purchase contract, unless agreed otherwise in the contract. Unless the seller has failed to fulfill this obligation, the buyer can invite him to deliver the thing in it may specify a reasonable additional period. If there is no delivery of goods within this additional reasonable period, the buyer is entitled to cancel the contract.

3.5 The seller is entitled to ask the buyer to take over the goods before the deadline for delivery of the goods agreed in the contract.

4.5 Display of goods on any e-commerce website, operated by the seller is illustrative. Dimensions, weight and other data on the goods contained in catalogs, brochures and other documents to the seller placed on the website of the e-commerce vendor as stated by the manufacturer and may differ from the facts of + - 1% of the declared value.

5.5 The responsibility of the buyer to accept the goods at the agreed place, according to the purchase agreement or otherwise at the time before shipping goods (the "site"). The buyer is obliged to accept the goods within the time scale that the seller or his representative, authorized to deliver the goods and the buyer agreed in the purchase contract or otherwise at the time before shipping goods (the "Time Range").

5.6 Unless, the seller delivers goods to the buyer at the place and time range, it is the responsibility of the buyer to take delivery in person or to ensure receipt of goods by a person authorized by the buyer. The buyer is obliged to sign the Protocol on payment of the purchase price, delivery and transfer of goods. Obligations to a third person authorized to take over the goods the seller to submit a copy of the acceptance of the order. The moment of delivery to the purchaser, goods shall be delivered. Delivery of goods to the buyer means the delivery of goods to the place of acceptance by the buyer or a third person authorized by the buyer and the signing of the purchase price payment and delivery and transfer to the purchaser or a third person on his behalf begins.

5.7 If necessary, repeat the delivery of goods due to the absence of the buyer at the place and time range or if the buyer does not accept the goods within 7 days after the lapse of the time range, without the prior written withdrawal from the contract, the Seller is entitled to claim reimbursement of the actual cost incurred damage a failed attempt to deliver goods to the place.

5.8 Buyer is responsible for checking the received shipment, packaging of goods and the goods immediately upon receipt in the presence of a representative of the seller, such as courier. As long as the defect identified goods is the responsibility of the representative of the seller to the buyer to allow the fixation of the nature and extent of the defects in the goods, confirms the accuracy of the agent of the seller. With this production of the records, received by the seller, the buyer may refuse to accept goods delivered with a defect or deliver goods to confirm the defect and then within the meaning of Art. 8 of these business conditions and

complaints to claim the defective goods from the seller or a person designated by him. If the buyer refuses to accept the delivered goods with defects, all reasonably incurred costs of returning goods to the seller shall be borne by the seller.

5.9 In the case of non-delivery by the seller, the buyer is entitled within the period specified in

5.2. hereof withdraw from the contract and the seller to the buyer is obliged to reimburse the purchase price or part of it within 14 days from the time of receipt of the withdrawal from the contract. Funds will be transferred to the bank account designated by the buyer.

6. The purchase price

6.1. The purchase price for the goods, which was agreed in the purchase contract between buyer and seller is mentioned in the acceptance of the order (the "purchase price"). In case the purchase price indicated in the confirmation of receipt of an order higher than the price for identical goods indicated in the offer of electronic commerce at the time of submitting the order by the buyer, the seller shall deliver to the buyer a mail message with information about the offer of the new purchase price in another rate, which is considered proposal seller the conclusion of a new contract of sale that the buyer must explicitly confirm by e-mail or in writing, that there was a valid purchase contract.

2.6 The buyer must pay the purchase price including the cost of delivering the goods in cash, respectively. credit card with personal acceptance of the goods on delivery at the point of delivery or bank transfer to the seller's account indicated in the order or acceptance of the seller's website in time before delivery. Buyers can also use the opportunity of the consumer installment loan - learn more here.

3.6 Upon payment of the purchase price by wire transfer to the account of the seller, shall be considered the date of payment, the time when the full purchase price credited to the seller.

4.6 Buyer's obligation to pay the purchase price for the goods within the period agreed by the purchase contract and at the latest on receipt of goods.

5.6 The seller is entitled to refuse delivery of the goods to the buyer if the buyer fails to pay the seller the entire purchase price until the moment of delivery to the place and the parties have not agreed on the payment of the purchase price for the goods in installments.

6.6 Installation, removal of merchandise and costs related thereto are not included in the purchase price and selling the service is not required to provide the buyer.

7. The acquisition and transfer of risk of damage to goods

7.1. Title to the goods until the buyer shall take full payment of the purchase price for the goods.

2.7 On receipt by the buyer or a third person authorized by the buyer to the seller or his representative appointed to deliver the goods or when to do so in a timely manner and at a time when the seller allows the buyer to dispose of the goods and the buyer the goods are not passed on to him the danger of damage to the goods.

8. Complaints Procedure (warranty, liability for defects, complaints)

8.1. The buyer has the right to free defect, timely and properly, in terms of lack of conformity, which can be removed. The seller's obligation is defect promptly removed.

2.8 Instead of removing defects the buyer may require replacement of the goods or if the defect concerns only a component of goods, exchange of components, provided that this does not result in excessive costs to the seller for the price of the goods or the severity of the defect.

8.3. Replacement of defective goods to be free from defects the seller may always, unless the buyer does not cause serious problems.

8.4. If the defect goods can not be removed and which prevents the goods to be properly used as a thing without defect, the buyer has the right to exchange the goods or has a right to withdraw from the contract. The same rights belong to the buyer, although in the case of

removable defects, but if the buyer is not for the repeated occurrence of the defect after repair or due to a larger number of non-conforming goods properly due.

8.5. In the case of other irremovable defects, the buyer is entitled to a reasonable discount from the price of goods.

8.6. The seller of the buyer learned of his rights upon it from the mouth. § 622 of the Civil Code (Section 1.8 to 3.8 of these business conditions and complaints) and the right upon it from the mouth. § 623 of the Civil Code (Section 4.8 to 5.8 of these business terms and complaint) by placing these business conditions and the complaint to the appropriate sub-page e-commerce sellers and buyers had the opportunity to read them in time before placing an order.

8.7. The buyer is obliged to make a claim from the seller or nominee. The seller is liable for defects in the goods in accordance with applicable laws of the Slovak republiky. Informácie about this service point and designated persons for warranty service will provide the Purchaser on the back of the warranty certificate or upon request by phone or e-mail.

8.8 On the handling of complaints it is covered by a valid complaint procedure seller, that Art. 8 of these business conditions and complaints. Buyers had proper notice of the complaint procedure and informed of the conditions and how to claim the goods, including information about where a complaint can be applied and carrying out warranty repairs in accordance with sec. § 18. 1 of Act no. 250/2007 for. from. consumer protection and the amendment of the Slovak National Council. 372/1990 Coll. on misdemeanors, as amended (the "Act") in time before concluding the contract by placing these business conditions and the complaint to the appropriate sub-page e-commerce sellers and buyers had the opportunity to have the time to read the order before sending them.

8.9 For goods purchased by the buyer from the seller in the form of e-commerce website e-commerce vendor applies the rules for claims.

8.10 Unless the product has defects, for which the manufacturer, supplier or seller, it is covered by warranty and was purchased from the seller, the buyer is entitled to exercise the seller's liability for defects in the goods.

8.11. If the product has defects, the buyer is entitled to claim at the premises of the seller in accordance with sec. § 18. 2 of the Act so as to deliver the goods to the establishment of the seller and the seller delivers the expression of the will of the buyer to exercise their rights under 8.1. to 8.5. these trade complaints and conditions (the "Notice of submission of a complaint"), for example. as a completed form for complaints that is placed on the corresponding sub-page e-commerce vendor. The seller recommends the goods when they were sending the complaint to insure. COD Shipments seller accepts. The buyer is obliged to notice of submission of a complaint to state truthfully all requested information, in particular pinpoint the type and extent of defects in the goods; buyers will also indicate which of their rights under the provision. § 622 and 633 of the Civil Code applies. The buyer is entitled to claim and the person authorized by the manufacturer of the goods to perform warranty repairs (the "designated person"). The list of designated persons listed in the warranty card and send it to the buyer at the seller's request.

8.12 The claim procedure relating to the goods that can be delivered to the seller begins on the day they are cumulatively met all the following conditions:

- a) be notified of the submission of a complaint buyer, seller
- b) deliver the claimed goods from the buyer to the seller or to a designated person
- c) to deliver access codes, passwords and the like. the claimed goods seller, if the data are necessary for the proper settlement of the claim

8.13. If the subject of the claim goods can not be delivered to the seller or objective that is solidly built, the buyer is in addition to meeting the conditions contained in paragraphs 8.12 point. a) and c) of these complaints and conditions of sale shall give all the assistance necessary to carry out inspection of the claimed goods seller or a third party designated by the seller. The claim procedure relating to goods which can not be objectively deliver to Seller or which is firmly embedded commence on the date when it was made inspection of goods in the first sentence. However, if the seller or a third person, despite providing the necessary cooperation from the buyer fails to perform inspections within a reasonable time, but not later than 10 days after receiving notification of the submission of a complaint to the seller, claim procedure commences upon receiving notification of the submission of a complaint to the seller.

8.14. Seller or buyer designated person shall issue a certificate of submission of a complaint of the goods in an appropriate form chosen by the seller, for example, in the form of email or in writing, which is required to pinpoint defects in the goods and claimed once again instruct consumers about their rights, fulfill its obligations under paragraph 8.1. to 8.3. these business conditions and complaints (ust. § 622 of the Civil Code) and the right to it under paragraph 8.4. to 8.5. these business conditions and complaints (ust. § 623 of the Civil Code). If the claim is put into effect by means of distance communication, the seller is required to confirm the submission of a complaint delivered to the buyer immediately; If you can not deliver the certificate immediately, it must be delivered without undue delay, at the latest, together with proof of settlement of the claim; confirmation of submission of a complaint may not be delivered if the buyer has the option of lodging a complaint prove otherwise.

8.15. The buyer is entitled to decide which of his rights under provision. § 622 and mouth. § 623 of the Civil Code applies and is obliged to immediately reports the decision to the seller. Based on the decision of the buyer which of their rights under provision. § 622 and mouth. § 623 of the Civil Code applies, the seller or designee shall determine the method of complaint under sec. § 2. m) of the Act immediately, in complicated cases within 3 days from the start of the complaint procedure, in justified cases, in particular where a complex technical assessment of the condition of the goods within 30 days from the date of the complaint procedure. After determining the method of complaint vendor or nominee Claims shall be settled immediately, in appropriate cases, a complaint can equip later. Complaint shall not take longer than 30 days from the date of the claim. On expiry of the deadline for settlement of the claim, the consumer has the right to cancel the contract or the right to exchange the goods for new goods.

8.16. If the buyer claim the goods, apply for the first 12 months of the purchase contract, the seller may settle the complaint rejected solely on the basis of the experts' opinion or the opinion issued by authorized, notified or accredited person or opinion of the designated person (hereinafter "the expert assessment of goods"). Whatever the outcome of expert judgment can not require the seller to the buyer pay the costs of expert reports on goods, or other costs related to expert reports on goods.

8.17. If the buyer complaint products will be 12 months after the purchase contract and the seller rejected it, the person who has equipped complaint, is mandatory proof of a complaint

to indicate who the buyer may send the product to the professional judgment. If the buyer sends the goods to the expertise of the designated person for which proof of settlement of the claim, the cost of expert reports on goods, as well as all other related expenses reasonably incurred shall be borne by the seller regardless of the outcome expert judgment. If the buyer expert assessment shows the seller's liability for the claimed defect goods can claim applied again; during the execution of expert reports on goods, the warranty period shall be suspended. The seller is obliged to reimburse the buyer within 14 days from the date of lodging the complaint again all the costs of expert reports on goods, as well as all related costs reasonably incurred. Re-filed complaint can not be dismissed.

8.18. The buyer is allowed to exercise the right of liability for defects of which the seller at the time of concluding the contract notice or which in the light of the circumstances under which the purchase contract is concluded, must have known.

8.19. Seller reserves the right to replace the defective product with another impeccable product with the same or better technical parameters if the buyer does not cause serious problems.

8.20. Seller is not responsible for defects in the goods:

- a) in the case of manifest error by the purchaser to check the inspection of consignments on delivery and not notified the seller representative in accordance with section 5.8 these complaints and business conditions,
- b) If the buyer has exercised its right concerning the liability of the seller for defective goods by the end of the warranty period of the goods,
- c) if the defect goods mechanical damage to the goods caused by the buyer,
- d) if the product defect caused by the use of goods under conditions that do not match their intensity, humidity, chemical and mechanical effects of environmentally friendly goods
- e) if the defect goods resulting from improper handling, operation, or failure to care for goods,
- f) if the defect goods originated damage to the goods to excessive load, or use contrary to the conditions specified in the documentation or the general principles to use goods,
- g) if the defect goods originated unavoidable damage to the goods and / or unforeseeable events
- h) if the defect goods originated damage to the goods accidental destruction and accidental deterioration,

- i) if the defect goods resulting from improper handling, water damage, fire, static and atmospheric electricity or other force majeure,
- j) if the defect goods originated interference with the goods to unauthorized persons.

8.21. The seller's obligation to settle the complaint and terminated the complaint procedure in the following ways:

- a) the exchange of goods,
- b) refund the purchase price,
- c) handing over the repaired goods.
- d) payment of an appropriate discount from the price of goods,
- e) a written challenge to the assumption by the seller of a particular transaction.
- f) Reason for refusal to claim the goods.

8.22. The seller is obliged to how to identify the complaint and the settlement of the claim in a written document to the purchaser within 30 days from the date of the claim in person, through a postal or courier or delivery service. The outcome of the complaint will notify the buyer the seller immediately after the complaint procedure by phone or e-mail and at the same time it will be with the goods resp. by e-mail service of the settlement of the claim.

8.23. The warranty period is 24 months from the date of delivery of the goods, unless determined for specific cases other warranty period. Products sent to sports nutrition, food gift baskets and pet food have a minimum storage life for more than two months before the expiry date, if shorter expiry dates of the buyer to contact the seller by phone or e-mail and the shipment is sent with the consent of the buyer.

8.24. In the event of a warranty repair product extends the warranty period of time during which the buyer can benefit from the goods.

8.25. In the case of exchange of goods for new warranty period shall begin to run again from the receipt of new products, but only to new goods. In cases where goods at the buyer gets a new document which will contain information on the exchange of goods, and any other complaints shall be applied on the basis of the contract and of the complaint document.

8.26. In the case of removable defects, the claim will be processed in accordance with the decision of the buyer in accordance with paragraph 8.15. these complaints and business conditions as follows:

- a) The seller or replace defective goods
- b) the seller guarantees to remove defects

8.27. Regarding removable defect and the buyer determines without delay in accordance with paragraph 8.15. these complaints and conditions of how the complaint is to be fitted, the seller will equip claim defect removal.

8.28. If it is a defect that can not be removed, or one more times repeated removable defect, or a larger number of different removable defects, which prevent the goods to be properly used without such defects, the seller respond depending on the decision of the buyer in accordance with paragraph 8.15. these complaints and conditions of the claim as follows:

- a) the exchange of goods for other functional goods of the same or better technical parameters or
- b) if the seller can not perform the exchange of goods for other, settle the claim refund of the purchase price for the goods.

8.29. In case of irreparable defects or more times repeated removable defect, or in terms of a greater number of different removable defects that prevent proper use of such goods without defects and the buyer immediately determines in accordance with paragraph 8.15. these complaints and conditions of how the complaint is to be fitted, the seller claim equips exchange goods for other functional goods of the same or better technical parameters.

8.30. The complaint applies only to defects in the statement of claim and the application of the certificate of submission of a complaint of the goods in accordance with paragraph 8.14. these complaints and commercial terms.

8.31. For the purposes of claims under several times repeated removable defect occurrence is considered one of the removable defects more than two times.

8.32. For the purpose of the claim is for a greater number of different removable defects occurrence is considered more than three different removable defects simultaneously.

8.33. Authorized purchaser for the complaints is the lack of conformity after exercised his right and asked the seller to remove defects in the goods according to paragraph 8.1. these complaints and conditions of sale and consumed regardless of the outcome of the claim has again not entitled to the same unique defect (defect not of the same type) to apply a claim repeatedly.

8.34. The provisions of Art. 8 of these complaints and business conditions expressly do not apply to entities that do not meet the definition of consumer given in the provisions. § 2. a) of Act 102/2014.

9.1. Personal data and their protection

9.1. The Parties agree that the buyer in the event that a person is obliged to notify the seller in the order their name, permanent address, including zip code, telephone number and email address.

2.9 The Parties agree that the buyer in the event that a legal entity is obliged to notify the seller in the order its name, address, including zip code, identification number, telephone number and email address.

3.9 The buyer may at any time review and change the personal data provided, as well as to cancel their registration by logging into e-commerce website in the "XY (eg. My profile)".

9.4. Seller hereby notifies the buyer that under provision. § 10 para. 3 point. b) of Act no. 122/2013 Z.z. on the protection of personal data and amending certain laws, as amended (the "Znoot") vendor as the operator is in the process of concluding the purchase agreement to process personal data of the buyer without his consent as the person concerned, since the processing of personal data by the purchaser will be carried out by the seller at pre-contractual relationship with the buyer and the buyer's processing of personal data is necessary for the performance of the sales contract in which the buyer acts as one of the parties.

9.5. Buyers can select the checkbox before sending orders to consent under provision. § 11 paragraph. 1 of the Act, that the seller and keep the processed personal data, in particular those mentioned above and / or are necessary for the seller regarding the transmission of

information about new products, discounts and promotions to the goods and process them in all of their information systems concerning the transmission of information about new products, discounts and promotions to the goods.

9.6. Seller agrees that the personal data of the buyer handled and treated in accordance with the applicable laws of the Slovak Republic.

9.7. Seller declares that, in accordance with sec. § 6 ods. 2 font. c) Znoot personal information is obtained solely for the purpose stated in these business conditions and complaints.

8.9 Seller declares that, in accordance with sec. § 6 ods. 2 font. e) Znoot will collect personal data for purposes other than those referred to these business and complaint conditions separately and ensure that personal data are processed and used only in a manner that corresponds to the purpose for which it was collected and that they will not gather personal information obtained for other purposes.

9.9 The buyer gives the seller consent in accordance with paragraph 9.5 of these complaints and conditions of fixed-term contracts to fulfill the purpose of processing the personal data of the buyer. The seller after the fulfillment of the purpose of processing shall immediately ensure destruction of personal data of the buyer. Consent to the processing of personal data by the buyer can withdraw at any time in writing. The consent shall expire within one month from receipt of the appeal consent of the buyer to the seller.

9.10 Buyers will be asked before sending an order to check the box before sending an order confirming that the seller it with sufficient, clear and unmistakable way, said:

- a) its identification data referred to in Art. 1. these trade complaints and conditions
- b) identification data of third parties, which is the company that will deliver the ordered goods to the buyer so that these data are listed in the acceptance,
- c) the purpose of processing personal data which is this contract between the seller and the buyer,
- d) It will process the personal data of the buyer in the range name, permanent address, including zip code, telephone number and email address if the purchaser is a natural person and to the extent the business name, address, including zip code, identification number, telephone number and email address if the buyer is a legal person,

e) that the required personal information, the buyer is obliged to provide,

9.11. Seller declares that it will process personal data in compliance with good morals and will act in a manner that does not Znoot or other generally binding legal regulations or their not circumvented. Seller declares that the data subject's consent will not enforce nor conditional with a threat of rejecting the contractual relation, service, goods or duty of the seller.

9.12 The buyer has the right, upon written request require the vendor to

a) confirm whether or not personal data concerning him are processed,

b) the purpose of processing personal data

c) a generally intelligible form about processing of their personal data in the information system and its status within the range:

i) identification of the seller and the seller representative, if appointed,

ii) the identification of the intermediary; This does not apply if the seller in obtaining personal data not proceed under § 8 Znoot,

d) a generally intelligible form accurate information about the source from which it got its personal data processing,

e) a generally intelligible form depreciation of personal data which are subject to processing,

f) additional information which is in the light of all the circumstances and conditions of the processing of personal data necessary for the buyer to guarantee the rights and legitimate interests in the particular range

i) advice on voluntariness or to provide the requested personal data; if the seller obtains the personal data of the buyer with the consent of the buyer according to § 11 Znoot notify its also time for the consent, and if the buyer's obligation to provide personal data results from directly enforceable legally binding act of the European Union, an international treaty binding the Slovak Republic, or the law , the seller shall notify the purchaser of the legal basis that it imposes this duty and shall notify it of the consequences of refusing to provide personal information,

ii) information on third parties, if it is expected or clear that their personal data will be provided.

iii) the range of beneficiaries, if it is expected or clear that their personal data will be made available;

iv) it is published, if personal data are to be disclosed,

in) third countries, it is expected or it is obvious that in these countries to carry out the transfer of personal data

g) corrections of incorrect, incomplete or outdated personal data which are subject to processing,

h) destruction of his personal data, if the fulfillment of the purpose of their processing; if the subject of official documents containing personal data may request a refund,

i) destruction of his personal data subject to processing in case of a breach Znoot or other applicable laws, SR.

9.13. The buyer on the basis of a free written request shall be entitled to object to the seller:

a) the processing of his personal data, which implies that they are or will be processed for direct marketing purposes without his consent and request their disposal,

b) the use of personal data contained in § 10 para. 3 point. d) for the purposes of direct marketing in the postal system, or

c) the provision of personal data referred to in § 10 para. 3 point. d) for direct marketing purposes.

9.14. The buyer on the basis of a free written request from the seller has the right to object to the processing of personal data in cases pursuant to § 10 para. 3 point. a), e), f) or g) Znoot saying legitimate reasons or by submitting evidence of infringement of his rights and legitimate interests that are or may be in a particular case such processing of personal data is damaged; Unless prevented by legal reasons and it is established that the opposition is entitled to the buyer, the seller is obliged to personal data processing which the buyer claimed, without undue delay, block and destroyed as soon as circumstances permit.

9.15. Buyer upon written request or in person if the matter is urgent, also has the right to the Seller at any time to object and refuse to submit to the decision of the seller, which should be for him to produce legal effects or significantly affect, if a decision is made solely on the basis of automatic processing of his personal data. The buyer has the right to ask the seller for a review of a decision issued by a method other than the automatic processing, whereas the seller is obliged to meet the buyer's request, so that the decisive role in reviewing a decision will have an authorized person; on how to investigation and results of the seller informs the buyer within the time limit under paragraph. 9.18. hereof. The buyer does not have this right only if so provided by a special law, which are governed by measures to ensure the legitimate

interests of the buyer, or if within the pre-contractual relations or during the existence of the contractual relationship the seller issued a decision which meets the requirements of the buyer, or if the seller under Treaty, adopt other appropriate measures to ensure that the legitimate interests of the buyer.

9.16. If the buyer exercises his right in writing and the content of the application that exercises its right, the application is deemed to be filed under this Act; an application submitted by e-mail or fax delivered to the buyer in writing within three days from the date of dispatch.

9.17. The buyer suspects that his personal data are processed without authorization may file a notice office has privacy. If the buyer does not have legal capacity in full, their rights may be exercised by his legal representative.

9.18. The seller is obliged to comply with a request in writing to the purchaser under this Article. these business conditions and complaints, respectively. meet the requirements of the buyer by Znoot and writing it at the latest within 30 days of receipt of the application or request.

9.19. Limiting the rights of the purchaser pursuant to § 28 paragraph. 2 Znoot Seller shall immediately notify the person concerned and the office has privacy.

9.20. Seller hereby announces the buyer, in accordance with sec. § 15. 1 point. e) Sections 3 and 4 Znoot the processing of personal data of the buyer, it is assumed that the buyer's personal information will be provided and made available to the following third parties, respectively. circle of recipients:

ABC, Ltd., established men's 1, Bratislava 81104, ID 66666666, registered in the Commercial Register of District Court Bratislava 1, Section Sro, no. 66666 / B

9.21. Information systems, e-commerce vendor is registered under the Act no. 122/2013 Coll. on the protection of personal data. Identification number: 2779.

10. Withdrawal from the contract

1.10 Should a failure to comply with its obligations by the seller, arising from his purchase contract, due sellout, unavailability of goods or the manufacturer, importer or supplier of the goods agreed in the contract to interrupt production or carry out such major changes that prevented the realization of the seller's arising from the purchase contract or for reasons of force majeure or if it after making every effort that could be of him a fair request is unable to deliver the goods to the customer within the period stipulated these terms and conditions or in the price of which is specified in the order, the seller is obliged by this fact immediately inform the buyer while the buyer is obliged to offer the substitute performance or the ability for the buyer to cancel the purchase agreement (cancel the order). If the buyer withdraws from the contract for reasons specified in this section of these complaints and conditions of sale, the seller must give the buyer has already paid a deposit for the goods as agreed in the purchase contract within 14 days of the notification of withdrawal by transfer to an account designated by the buyer .

2.10 The buyer is entitled to withdraw from the contract without giving any reason in accordance with sec. § 7 et seq. Law no. 102/2014 Z.z. the protection of consumers in respect of distance contracts (hereinafter the "Law on consumer protection in distance selling") within 14 days of receipt of goods, respectively. from the date of conclusion of the service contract or contract for the provision of electronic content which is not supplied on a tangible medium if the seller timely and properly fulfill disclosure obligations under sec. § 3 of the Law on consumer protection in distance selling.

3.10 The buyer has the right within that period after receipt of the goods to expand and tested in a similar way as usual when buying a classic "brick and mortar" store, and to the extent necessary to establish the nature, characteristics and functioning of the goods.

4.10 Beginning of the period for withdrawal is the day on which the purchaser or a third person other than the carrier takes over all of the goods ordered or if

a) supplies of goods consisting of multiple lots or pieces, from the receipt of the last lot or piece.

b) the goods ordered by the buyer in one order and supplied separately, after receiving the goods that were delivered as the last,

c) under the contract supplies are repeatedly during the specified period from the date of receipt of the goods delivered first.

5.10 The buyer may withdraw from the contract, the subject of which is the purchase even before the commencement of the period of withdrawal.

6.10 When withdrawal shall require the written form in a way preventing any doubt on withdrawal from the contract by mistake or as writing on another durable medium or by means of the form annexed to the no. One of these business conditions and complaints. The period for withdrawal shall be deemed observed if the notice of withdrawal has been sent to the seller no later than the last day of the period under sec. § 7 ods. 1 of the Law on consumer protection in distance selling.

7.10 Withdrawal from the contract by passing the point of these business conditions and complaints must contain the information required in the form of termination of the contract of sale annexed no. 1 of these complaints and business conditions, particularly identification of the purchaser, order number and date, the exact specification of the goods, the manner in which the seller has to reimburse the consideration received, especially the account number and / or mailing address of the buyer.

8.10 In case of withdrawal from the contract the buyer shall be repealed from the beginning and any ancillary contract associated with the contract, from which the buyer has resigned. It is not possible to require the buyer any costs or other charges related to the abolition of the supplementary contract, except reimbursements and payments referred to in the provisions. § 9 ods. 3, ust. § 10 para. 3 and 5 of the Law on consumer protection in distance selling and the price of the service, if the subject of the contract and the service has been fully performed services.

9.10 Within 14 days from the date of termination of the purchase agreement, the buyer shall forthwith send the goods back to the address of the operator or hand them over to the seller or a person authorized by the seller for delivery. This does not apply if the seller has proposed to collect the goods personally or through its authorized persons. The period mentioned in the

first sentence of this point these business conditions and complaints to be considered definitive when the goods were handed over for carriage by the last day of the period.

10.10. The buyer is the seller must deliver the goods complete, including complete documentation, undamaged, preferably in its original packaging and unused.

10.11. COD Shipments will not be discussed by the seller. It is recommended to insure the goods. The seller is obliged, without undue delay, no later than 14 days from the date of the notification of withdrawal to give the buyer all payments made by it assumed under the purchase contract or in connection therewith, including the cost of shipping, delivery and postage and other costs and fees . The seller is not obliged to return the payment to the purchaser under this point these business conditions and complaints before it has received the goods or until the buyer proves sending the goods back to the seller, unless the seller suggests to collect the goods personally or through its authorized persons.

10.12 The costs of returning goods to the seller shall be borne by the buyer. Product returns directly to the vendor or a person designated by the seller for delivery. This does not apply if the seller agrees that these costs will be borne by himself or fails to fulfill an obligation under § 3 Subs. 1 point. i) of the Law on consumer protection in distance selling.

10.13. The buyer shall be liable only for diminished value, which was created as a result of such treatment of goods that are beyond treatment necessary to ascertain the characteristics and functioning of the goods. Shall not be liable for diminished value where the seller did not fulfill information obligation on the consumer's right to cancel the contract under § 3 Subs. 1 point. h) of the Law on consumer protection in distance selling.

10.14. The seller is obliged to refund the buyer the purchase price for the goods in the same manner used by the buyers in their payment until the buyer to agree to another mode of repayments without the buyer in this regard were charged additional fees.

10.15. If the buyer withdraws from the contract and the seller delivers the goods, which is used, damaged or incomplete, the buyer undertakes to pay to the seller:

a) the amount by which to reduce the value of the goods within the meaning of the provision. § 457 of the Civil Code in the actual amount

b) the costs incurred by the seller in connection with the repair and goods to their original state calculated according to the price list for after-sales service of goods.

The buyer is liable under this section for complaints and conditions of the seller to pay the seller compensation not exceeding the amount of the difference between the purchase price and value of goods at the time of withdrawal from the contract.

10.16. Pursuant to the provisions. § 7 ods. 6 of the Law on consumer protection in distance selling, the buyer can not cancel the contract, its object:

- sale of goods made to the consumer's specific requirements, custom orders or goods intended for one particular consumer
- sale of goods enclosed in a protective cover that is not suitable for return due to health protection or hygiene reasons and protective packaging has been broken after delivery.
- sale of audio recordings, video recordings, audio recordings, books and computer software sold in a protective case if the consumer packaging unwrapped,
- providing electronic content other than on a tangible medium if the performance has begun with the express consent of the consumer and the consumer said that he was well informed about the expression of consent loses his right of withdrawal.
- sale of goods, which was at the time after the conclusion of the contract and receipt of goods from the seller to the buyer assembled, folded and used in such a way that its restoration to its original state by the seller is not possible without increased commitment and increased costs, for example. composed or assembled furniture and so on.
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10:17. The provisions of Art. 10 of these trade complaints and conditions expressly do not apply to entities that do not meet the definition of consumer given in the provisions. § 2. a) of the Act.

11. Final Provisions

1.11 In the case of the conclusion of the purchase contract in writing, any alteration thereof must be in writing

2.11 The Parties agree that communications between them will be carried out in the form of e-mail messages.

3.11 The relations not governed by these business conditions and Complaints covered by the relevant provisions of the Civil Code Act, Act no. 22/2004 Z.z. electronic commerce and on the amendment of Act no. 128/2002 Z.z. on State Control of Internal Market in Consumer

Protection Issues and on amendments to certain laws as amended by Act no. 284/2002 Z.z. as amended, and Act no. 102/2014 Z.z. on consumer protection in distance selling.

4.11 These business conditions and the complaint shall take effect on the buyer purchase is concluded.

5.11 Buyers will be asked before sending an order, check the box to confirm that with these Terms and conditions Complaints familiar, read them, understand their content and fully agrees with them.

Annex. 1

Withdrawal from the contract concluded at a distance

in accordance with § 7 et seq. Law no. 102/2014 Coll. Consumer Protection in the sale of goods or services under a contract concluded at a distance contract or an off-premises and on amendments to certain laws

Seller	
Business name:	
Street and number:	
The city:	
ZIP CODE:	
Identification:	
Tax / VAT:	
Phone:	
E-mail:	

The buyer	
Name and surname:	
Street and number:	
The city:	
ZIP CODE:	
Phone:	
E-mail:	

I hereby announce that I withdraw from a closed (choose one):
purchase contract
service contracts

Subject of the contract was purchased through the website:

I was sending confirmation order number:	
From day:	
Invoice number:	
Products I received on (date of receipt):	

Therefore asks for a refund (leave only one option):
the full value of the invoice (billed all goods are subject to withdrawal) or part of the invoice (only a proportion of the goods subject to withdrawal)

name returned subject of the contract and the number of pieces (only if you return only part of the Contract):	
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Setpoint for Return:	
Return the requested amount (selected leave):	
postal order to my address (as above)	
transfer to account number / bank code or IBAN:	

If goods are not included in the letter, I take note of the fact that the seller is not obliged to return the money within 14 days of the receipt of the withdrawal, the moment unless it is not delivered goods or nepreukážem sending such goods.

No later than 14 days from the date of cancellation I am required / obliged to send goods to the seller.

In On

.....
Name surname
(Signature)

Annex. 2

For guidance on the exercise of the right of the buyer to withdraw from the contract

1. The right to withdraw from the purchase contract

You have the right to withdraw from the purchase contract without giving any reason within 14 days.

The withdrawal period shall expire 14 days from the date on which you or your designated third party other than the carrier to download the product.

To exercise the right to withdraw from the purchase agreement Tell us about your decision to withdraw from the purchase contract unequivocal statement (eg written letter sent by post, fax or e-mail) at (insert Your business name and registered office or place of business, or even a phone number, fax number and e-mail address).

For this purpose, you can use the template to withdraw from the contract, which appears as Annex. 1 business conditions and complaints. If interested, you can fill in and submit the model withdrawal form from the contract or any other unequivocal statement of withdrawal from the contract and electronically through our website [insert web site]. If you use this option, the acceptance of withdrawal from the contract will be confirmed without delay by e-mail, respectively. on another durable medium.

The period for withdrawal from the contract is maintained, if send notice of exercise of the right to withdraw from the contract before the deadline for the withdrawal from the contract.

2. Consequences of withdrawal

In case of withdrawal from the contract will refund any payments that you made in the context of concluding the contract, in particular the purchase price including the cost of delivering the goods to you. It does not cover additional costs if you choose another type of service, such as the cheapest current method of service that we offer at no cost for additional services are subject to a contract and when they have been fully performed. Payments will be returned promptly and in any event not later than 14 days from the day when we will receive your notice of withdrawal from the purchase contract. Their payment will be made in the same way you used during your payment, unless you have expressly agreed otherwise payment, without charging any additional fees.

Payment for purchased goods will be paid to the receipt of returned goods back to our address or on submission of documentary proof of sending the goods back, whichever comes first.

Send back the goods or hand them over to the headquarters of the company without undue delay and in any event not later than 14 days from the date of exercising the right of withdrawal. The deadline shall be deemed to be respected if send back the goods before the expiration of the 14-day period. Direct cost of returning goods shall be borne by you.

Please note that in case of withdrawal from the contract are responsible for any diminished value of the goods resulting from the handling him at the time of its delivery to the moment of his return other than what is necessary to establish the nature, characteristics and functioning of the goods.