### 1. General Provisions

The following Terms and Conditions govern the rights and obligations of the parties arising from the contract of sale concluded between the Seller: **EG Holding sro**, **Company Registration Number: 50986554, 26 November 1510/3, 066 01 Humenné, registered in the Commercial Register of the District Court Prešov: 34946 / P** (hereinafter "Seller") and Buyers. The subject of this contract is the purchase and sale of goods on the Seller's e-shop website.

#### Seller's contact information:

EG Holding Ltd., Company Registration Number: 50986554, 26 November 1510/3, 066 01 Humenné, registered in the Trade Register of the District Court Prešov 34946 / P

Tax identification number: 2120555657

VAT ID: SK 2120555657

Office: 26. Novembra 1510/3, 066 01 Humenné

Telephone: +421 903 666666 Email: contact @ xxxx .com

#### **Supervisory Authority:**

Slovak Trade Inspection (SOI) **SOI Inspectorate for the Presov Region**Obrancov mieru 6, 080 01 Prešov 1

Supervision Department
tel. no. 051/772 15 97
fax no. 051/772 15 96

http://www.soi.sk

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

- 1.1. These Terms and Conditions, valid on the day of closure of the purchase contract are an integral part of the purchase contract. In case of conclusion of the purchase contract in writing, in which the agreed conditions will differ from these Terms and Conditions, the provisions of the purchase contract shall be given priority over these Terms and Conditions. Newly agreed business conditions must not be in conflict with other regulations (the deadline for returning the goods, the warranty period, etc.)
- 1.2. For the purposes of these Terms and Conditions, the Supplementary Contract means a contract in which the Buyer acquires the goods or having service provided, which is related to the subject of the purchase contract if the goods are delivered 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 e-commerce website, which is operated by the Seller does not include value-added tax at a specified amount according to the applicable legislation of the Slovak Republic. It does not include the cost of transporting goods or other optional services. All sales and other deals are valid while stocks last, unless otherwise specified for the item.
- 1.4. It is the Seller's right to adjust the selling price of the goods listed on the e-commerce website at any time, **at the Seller's office**. Such a change shall not apply to contracts of sale concluded before the price change, irrespective of the fact that the goods have not yet been delivered.

## 2. Method of concluding the purchase contract

- 2.1. The purchase contract is concluded based on an offer sent by the Buyer to the Seller in the form of a completed form and sent via the Seller's website to which he submitted the offer for its conclusion. The subject of the contract is the transfer of title to the goods designated by the Buyer at the purchase price and under the conditions specified in this order (hereinafter "the Order").
- 2.2 Once the order is sent and accepted by the Seller's electronic system, an automatically generated message will be sent to the e-mail (hereinafter "order receipt confirmation"). If necessary, it is possible that any additional information regarding the order may be sent to the Buyer's email address.
- 2.3 The order confirmation contains information that the order was delivered to the Seller, however it is not an acceptance of the offer to conclude the purchase contract.
- 2.4 Subsequently, information will be sent to the Buyer's e-mail address, which contains a notice as to whether the Buyer's order has been accepted (hereinafter "the pro forma invoice"). The content of the pro forma invoice are the name and specification of the goods, of which sale is the subject of the purchase contract, details of the price of the goods and/or other services, the name and location details where the goods are to be delivered and the information on the conditions, price method as well as information about the Seller such as business name, registered office, Company Registration Number, etc. The notification may also contain other necessary information.
- 2.5. The conclusion of the purchase contract takes place by delivery of the order acceptance by electronic or written form.
- 2.6 The Seller shall inform the Buyer, in a clear, unambiguous, understandable and unmistakable manner, of the pre-contractual information regarding the complaint, payment, business, shipping and other terms before sending the order, hereto:

- (a) informing the Seller of the main characteristics of the goods or the nature of the service to the extent appropriate to the means of communication used and of the goods or service on the relevant e-catalogue page of the Seller,
- (b) informing of the business name and the registered office on the relevant eshop webpage of the Seller and in Art. 1 of these Terms and Conditions which are placed on the relevant e-shop webpage of the Seller.
- (c) the Seller's telephone number and other information relevant to the Buyer's contact with the Seller, in particular the e-mail address and fax number, as it has been informed on the relevant Seller's e-shop web-page and Art. 1 of these Terms and Conditions, which are placed on the relevant e-shop web-page of the Seller,
- d) the address of the Seller at which the Buyer can make a claim for goods or services, file a complaint or others informed in Art. 1 of these Terms and Conditions, which are placed on the relevant e-shop webpage of the Seller.
- (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 cannot be reasonably determined in advance, the method of how it will be calculated, as well as transport, delivery, postage and other costs and fees, or, if such costs and fees cannot be determined in advance, of the fact that the Buyer will be obliged to pay them, as informed on the relevant e-catalogue page of the Seller,
- (f) informing the Buyer of the terms of payment, delivery terms, the period within which the Seller undertakes to deliver the goods or the service, informing about the procedures for making and handling claims, complaints and suggestions in the relevant Articles of these Terms and Conditions, placed in the Seller's e-shop web-page,
- g) informing the Buyer about the right to withdraw from the purchase contract, the conditions, deadline and procedure for exercising the right of withdrawal in Article. 10 of these Terms and Conditions, which are placed on the relevant e-shop sub-page of the Seller,
- h) informing about the provision of the withdrawal form in Art. 10 and in the Annex to these Terms and Conditions, which are placed on the respective eshop web-page of the Seller; the Seller also provides the withdrawal form itself in the annex to these Terms and Conditions, which are placed on the respective e-shop web-page of the Seller
- i) informing that if the Buyer withdraws from the purchase contract, the Buyer will bear the costs associated with the return of goods to the Seller under § 10 par. 3 of Act no. 102/2014 Collection of Consumer Protection Act in the sale of goods or provision of services by the distance contract or contracts concluded away from business premises of the Seller and on amending and supplementing certain acts (hereinafter the "Law on consumer protection in distance selling "), and if shall also withdraw from the contract of sale the cost of returning the goods, which, due to its nature, cannot be returned by mail informed in Art. 10 of these Terms and Conditions, which are placed on the respective e-shop web-page of the Seller,

- j) the obligation of the Buyer to pay to the Seller the price for the fulfilment actually provided under § 10 par. 5 of the Consumer Protection Act in the case of distant selling, if the Buyer withdraws from the service contract after giving the Seller explicit consent under § 4 par. 6 of the Act on Consumer Protection in Distant Selling informed in Art. 10 of these Terms and Conditions, which are placed on the relevant e-shop web-page of the Seller,
- k) the circumstances in which the Buyer loses the right of withdrawal in Art. 10 of these Terms and Conditions, which are placed on the relevant e-shop webpage of the Seller,
- information on the Seller's liability for defects in goods or services pursuant to the provisions of Art. Sections 622 and 623 of the Civil Code informed in Art. 8 of these Terms and Conditions, which are placed on the relevant e-shop webpage of the Seller,
- (m) the existence and the details of the guarantee provided by the manufacturer or the Seller in accordance with stricter principles it is set out in § 502 of the Civil Code, if the manufacturer or Seller provides it, as well as information on the existence and terms of assistance and services provided to the Buyer after the sale of goods or services, if such assistance is provided on the relevant e-commerce catalogue page of the Seller and Art. 9 of these Terms and Conditions, which are placed on the relevant e-shop web-page of the Seller,
- n) the existence of relevant codes of conduct, which the Seller has undertaken to adhere to, and the manner in which the Buyer can get to know them or obtain their wording on the relevant e-catalogue page of the Seller,
- (o) the duration of the contract in the case of a fixed-term contract; if the contract is of indefinite duration or is subject to renewal, including information on the terms of the termination of the registration agreement and the publication of the e-shop prior to the publication of these Terms and Conditions, which are based on the signed document by the Seller,
- p) the minimum duration of the Buyer's obligations under the Purchase contract, if the Purchase contract implies such an obligation to the Buyer on the relevant Seller's e- catalogue page and in these Terms and Conditions, which are placed on the relevant Seller's e-shop webpage;
- q) the obligation of the Buyer to pay an advance or provide other financial security at the request of the Seller and the conditions applicable to its provision, if the purchase contract implies such an obligation for the Buyer on the relevant e-catalogue page of the Seller and in these Terms and Conditions; which are placed on the Seller's relevant e-shop web-page,
- r) functionality, including applicable technical safeguards for securing electronic content, where appropriate, provided on the relevant Seller's e- catalogue page and in these Terms and Conditions, which are located on the Seller's relevant e-shop webpage,
- s) the compatibility of the electronic content with the hardware and software that the Seller knows or is reasonably expected to know about, if appropriate, on the relevant e-catalogue page of the Seller and in these Terms and Conditions located on the relevant Seller's e-shop webpage

- t) about the possibility and conditions of out-of-court settlement of the dispute through an alternative dispute resolution system, if the Seller has committed to use the system to inform the Seller on the relevant e-catalogue page of the Seller and in these Terms and Conditions
- u) the necessary actions for concluding the purchase contract by describing them in these Terms and Conditions, which are located on the relevant eshop webpage of the Seller,
- v) that the Purchase contract will be kept electronically by the Seller and is available to the Buyer by request in writing as informed on the Seller's corresponding e- catalogue page and in these Terms and Conditions located on the relevant e-shop web-page of the Seller, that the language offered for the conclusion of the contract is Slovak language as informed in the relevant e-catalogue page and in these Terms and Conditions located in the corresponding e-shop web-page of the Seller.
- 2.7. If the Seller has not fulfilled its obligation to provide information pursuant to point 2.6. letter e) of these Terms and Conditions, the Buyer is not obliged to pay these additional costs or fees.

## 3. The Seller's rights and obligations

#### 3.1. The Seller is obliged to:

- a) if the order is confirmed by a paid invoice, the Seller is obliged to deliver the goods to the Buyer in the agreed quantity, time, quality and packaging and to ensure transport in the manner necessary for its preservation and protection,
- b) ensure that the delivered goods comply with the valid legal regulations of the Slovak Republic,
- (c) send confirmation of the conclusion of the purchase contract on a durable medium, such as by e-mail. The acknowledgment shall be sent without delay and shall contain all information specified in 2.6. including the withdrawal form.
- d) at the latest together with the goods, hand over to the Buyer in electronic or written form all necessary documents for the receipt and use of the purchased goods as well as other documents prescribed by the valid legal regulations of the Slovak Republic, such as instructions in Slovak language, delivery note, warranty invoice.
- 3.2 The Seller has the right to a proper and timely payment of the purchase price by the Buyer for the delivered goods.
- 3.3 In the case of unavailability of the goods or sell-out of the inventory, and the Seller is not able to deliver the goods to the Buyer within the period agreed in the purchase contract determined by these Terms and Conditions or the agreed purchase price, the Seller is obliged to offer the Buyer compensation. Withdrawal from the contract or cancellation of the order is possible by sending an email to the Buyer.

In the case of payment of the purchase price by the Buyer or part thereof, the Seller is obliged to return the already paid purchase price or part thereof within 14 days from the date of delivery of the e-mail of withdrawal of the purchase contract or the cancellation of the order, to the Buyer's designated account, unless the parties agree otherwise. Unless the Buyer accepts a substitute offered by the Seller and does not withdraw from the Purchase contract, the Seller is entitled to withdraw from the Purchase contract. In the event of payment of the purchase price by the Buyer or part thereof, the Seller is obliged to return the already paid purchase price or part thereof within 14 days from the date of delivery of the withdrawal from the contract to the Buyer.

## 4. The Buyer's rights and obligations

- 4.1. The Seller informed the Buyer of the obligation to pay the purchase price. This obligation is part of the order.
- 4.2 Buyer's rights: The Buyer has the right to get the goods delivered in the quantity, quality, time and place agreed by the parties.
- 4.3 Obligations of the Buyer:
- a) pay the agreed purchase price to the Seller within the agreed deadline, including the cost of delivery of the ordered goods,
- (b) take over the goods that have been ordered and delivered
- (c) acknowledge receipt of the goods by his signature or the signature of a person authorized by him in the delivery note.

## 5. Delivery and payment terms

- 5.1. For each item on the e-commerce website, the usual availability of the item is listed, including the date of its dispatch.
- 5.2 The Seller is obliged to deliver the goods to the Buyer without delay, no later than 30 days from the date of conclusion of the purchase contract, unless otherwise agreed in the purchase contract. If the Seller has not fulfilled this obligation, the Buyer may ask the Seller to deliver the item within a reasonable additional period specified by it. If the goods are not delivered within this additional reasonable period, the Buyer is entitled to withdraw from the contract.
- 5.3 The Seller is entitled to ask the Buyer to take over the goods even before the expiry of the delivery period agreed in the purchase contract.

- 5.4 The display of goods on any e-shop website operated by the Seller is not merely illustrative. The dimensions, weight and other data of the goods contained in the Seller's catalogues, brochures and other documents placed on the Seller's e-shop website are given by the manufacturer and may differ by + 1% from the stated value.
- 5.5 The Buyer is obliged to take over the goods at the agreed location, according to the purchase contract or otherwise in the time before delivery of the goods (hereinafter referred to as the "location"). The Buyer is obliged to take over the goods in the time scope, which is the Seller or his representative, authorized to deliver the goods and agreed by the Buyer in the purchase contract or otherwise in the time before delivery of the goods (hereinafter referred to as "**Time Scope**").
- 5.6 If the Seller transports the goods to the Buyer at the place and in the time scope, it is the Buyer's obligation to take-over the goods in person or to ensure the takeover of the goods by a person authorized by the Buyer. The Buyer is obliged to sign a report on payment of the purchase price, delivery and handover of goods. The third party authorized to take over the goods is obliged to submit a copy of the order acceptance to the Seller. The moment the goods are delivered to the Buyer, the goods are considered delivered. Delivery of goods to the Buyer means delivery of the goods to the Location, its acceptance by the Buyer or a third person authorized by the Buyer and signing of the protocol on payment of the purchase price and delivery and delivery of the goods by the Buyer or a third person authorized by the Buyer.
- 5.7 If it is necessary to repeat the delivery of the goods due to the absence of the Buyer on the spot and in time or if the Buyer fails to take over the goods within 7 days after the time has passed without prior written withdrawal from the contract, the Seller is entitled to claim compensation for the actual cost of the damage for attempted unsuccessful delivery of goods to the site.
- 5.8 The Buyer's obligation is to check the received shipment, the packaging of the goods and also the goods, immediately after delivery in the presence of the Seller's representative, such as courier. If a defect of the goods is found, it is the Seller's representative's duty to allow the Buyer to make a record of the nature and extent of the defect of the goods, the correctness will be confirmed by the Seller's representative. With such a record delivered to the Seller, the Buyer may 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 to claim a defect of goods with the Seller or a person designated by him. If the Buyer refuses to take delivery of the goods with defects, all the reasonably incurred costs of returning the goods to the Seller shall be borne by the Seller.
- 5.9 In the event of failure to deliver the goods by the Seller, the Buyer shall be entitled within the period specified in 5.2. of these Terms and Conditions to withdraw from the purchase contract and the Seller is obliged to return to the Buyer already paid purchase price or part thereof within 14 days from the date of delivery of withdrawal from the purchase contract. The funds will be transferred to a bank account specified by the Buyer.

### 6. Purchase price

- 6.1. The purchase price for the goods agreed in the purchase contract between the Buyer and the Seller is stated in the order acceptance (hereinafter referred to as the "purchase price"). In case the purchase price is indicated in the confirmation of receipt of an order higher than the price for identical goods indicated in the offer in the e-shop at the time of sending the order by the Buyer, the Seller shall send an e-mail to the Buyer informing the offer of a new purchase price at a different amount, which is considered as Seller's proposal for the conclusion of a new purchase contract, which the Buyer must explicitly confirm by e-mail or in writing, in order to conclude a valid purchase contract.
- 6.2 The Buyer is obliged to pay the Seller the purchase price, including the cost of delivery of the goods in cash, upon personal receipt of the goods or by wire transfer to the Seller's account stated in the acceptance of the order or on the Seller's website. The Buyer can also use the PayPal payment option you can **find** more information **here.**
- 6.3 When paying the purchase price by bank transfer to the Seller's account, the day of payment is considered when the entire purchase price was credited to the Seller's account.
- 6.4 The Buyer is obliged to pay the Seller the purchase price for the agreed goods within the time limit according to the purchase contract.
- 6.5 The Seller is entitled to withhold 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.
- 6.6 Assembly, delivery of goods and related costs are not included in the purchase price and the Seller is not obliged to provide them to the Buyer.

# 7. Acquisition of ownership and transfer of risk of damage of the goods

- 7.1. The Buyer acquires the rights of ownership to the goods only after full payment of the purchase price for the goods.
- 7.2. Upon receipt of the goods by the Buyer or a third party authorized by the Buyer from the Seller or the Seller's representative authorized to deliver the goods, or failing to do so in time, at the time when the Seller allows the Buyer to load the goods, the Buyer assumes the transfer of the risk of damage of the goods.

# 8. Claim procedure (warranty, liability for defects, complaints)

- 8.1. The Buyer has the right of free removal of the defect, in a timely and proper manner, as to which defect of the goods that can be removed. The Seller is obliged to remove the defect without undue delay.
- 8.2 Instead of removing the defect, the Buyer may require replacement of the goods or, if the defect concerns only a certain part of the goods, replacement of that part, unless the Seller incurs excessive costs with regard to the price of the goods or the severity of the defect.
- 8.3. The Seller may replace the defective goods for goods without defects, unless this causes the Buyer serious difficulties.
- 8.4. If it is a defect of the goods that cannot be removed and which prevents the goods from being used properly as a defect-free item, the Buyer has the right to exchange the goods or has the right to withdraw from the purchase contract. The same rights belong to the Buyer in the case of removable defects, if however, the Buyer cannot properly use the goods due to the re-occurrence of the defect after repair or for a larger number of defects.
- 8.5. In the case of other irremovable defects, the Buyer is entitled to a reasonable discount on the price of the goods.
- 8.6. The Seller instructed the Buyer about his rights arising from the provisions of the Prov. § 622 of the Civil Code (paragraphs 8.1. To 8.3. Of these Terms and Conditions) and the rights that arise from the provisions of Art. § 623 of the Civil Code (paragraphs 8.4. to 8.5. of these Terms and Conditions) by placing these Terms and Conditions on the relevant e-shop webpage of the Seller and the Buyer had the opportunity to read them before the order was placed.
- 8.7 The Buyer is obliged to file a claim with the Seller or designated person. The Seller is responsible for defects of the goods in accordance with the valid legal regulations of the Slovak Republic. Information about the service points and designated persons for warranty and post-warranty service shall be provided by the Seller to the Buyer on the reverse side of the warranty certificate or upon request by phone or email
- 8.8 The handling of claims is subject to the applicable claims' procedure of the Seller, i.e. Art. 8. of these Terms and Conditions. The Buyer has been properly acquainted with the Complaints Procedure and has been informed about the complaints' Terms and Conditions of the goods, including information on where the complaint can be lodged and the fulfilment of warranty repairs in accordance with the provisions of § 18 par. 1 of Act no. 250/2007 Collection of Consumer Protection Act and on the amendment of Act of the Slovak National Council no. 372/1990 Collection on misdemeanours, as amended (hereinafter referred to as the "Act") before the conclusion of the purchase contract by placing these Terms and

Conditions on the relevant e-shop website of the Seller and the Buyer had the opportunity to read them before sending the order.

- 8.9 Goods purchased by the Buyer from the Seller at the e-shop on the Seller's website is subject to the Return policy.
- 8.10. If the goods show defects for which the manufacturer, supplier or Seller is responsible, is under warranty and purchased from the Seller, the Buyer has the right to claim liability for defects of the goods from the Seller.
- 8.11. If the goods show defects, the Buyer has the right to lodge a claim in the Seller's premises in accordance with the provisions of Art. § 18 par. 2 of the Act by delivering the goods to the Seller's premises and delivering to the Seller a statement of the Buyer's will to exercise his right under paragraphs 8.1. to 8.5. of these Terms and Conditions (hereinafter referred to as "Notice of Claim") e.g. in the form of a completed claim form, which is located on the Seller's relevant e-shop webpage. The Seller recommends insuring the goods when sending the claim. The Seller does not take delivery of cash on delivery. The Buyer is obliged to state truthfully in the Notice of Claim all required information, in particular precisely indicate the type and extent of the defect of the goods; Buyers will also indicate which of their rights under the provision sections 622 and 633 of the Civil Code shall apply. The Buyer has the right to claim also with a person authorized by the manufacturer of the goods to perform warranty repairs (hereinafter referred to as "Designated Person"). The list of designated people is included in the warranty card or sent to the Buyer at the Seller's request.
- 8.12. The complaint procedure for goods that can be delivered to the Seller begins on the day when all the following conditions are cumulatively met:
- a) delivery of the notification of the claim to the Seller by the Buyer
- b) delivery of the claimed goods from the Buyer to the Seller or to a designated person
- c) delivery of access codes, passwords, etc. of the claimed goods to the Seller, if these data are necessary to properly handle the claim
- 8.13. If the subject of the claim are goods that cannot be objectively delivered to the Seller or which is firmly built-in, the Buyer is in addition to meeting the conditions under points 8.12 letter a) and c) of these Terms and Conditions obliged to provide all necessary cooperation for the inspection of the claimed goods by the Seller or a third person designated by the Seller. The complaint procedure for goods which cannot be objectively delivered to the Seller or which is firmly embedded shall commence on the day on which the goods were inspected according to the first sentence. If, however, the Seller or a third party designated by the Seller fails to provide the inspection within a reasonable period, the latest in 10 days from the delivery of the Notice on the claim to the Seller, the complaint procedure begins on the day of Seller's claim notification.
- 8.14. The Seller or designated person shall issue to the Buyer a confirmation of claiming the goods in a suitable form chosen by the Seller, e.g. in the form of an email or in written form, in which it is obliged to accurately indicate the claimed defects

of the goods and instructs the consumer once again about his rights under Section 8.1 . to 8.3. of these Terms and Conditions (the provisions of Section 622 of the Civil Code) and the rights arising from Section 8.4. to 8.5. of these Terms and Conditions (Section 623 of the Civil Code). If the complaint is made by means of remote communication, the Seller is obliged to deliver the confirmation of the claim to the Buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, the latest together with the proof of complaint handling; confirmation of the claim does not need to be delivered if the Buyer has the opportunity to prove the claim otherwise.

- 8.15. The Buyer is entitled to decide which of his rights pursuant to the provisions § 622 and the provision §623 of the Civil Code is applied and at the same time obliged to deliver information about its decision to the Seller without delay. Based on the decision of the Buyer which of their rights in terms of the provision § 622 and the provision § 623 of the Civil Code is applied by the Seller or the designated person is obliged to determine the method of settling the claim pursuant to the provisions of Art. § 2 let. m) of the Act immediately, in more complicated cases within 3 days from the start of the claim procedure, in justified cases, especially if a complicated technical assessment of the goods condition is required no later than 30 days from the date of the claim. After determining the method of settling the claim, the Seller or the designated person will settle the claim immediately; in justified cases, the claim can be settled later. However, the claim's resolution must not exceed 30 days from the date of the claim. After the futile expiry of the deadline for settling the claim, the consumer has the right to withdraw from the contract or the right to exchange goods for new goods.
- 8.16. If the Buyer applies the claim for goods within the first 6 months of the purchase contract, the Seller may reject the claim solely on the basis of expert opinions issued by authorized, notified or accredited person or opinion of the designated person (hereinafter referred to as 'professional assessment of goods"). Regardless of the outcome of the expert assessment, the Seller cannot require the Buyer to pay for the expert assessment of the goods or other costs related to the expert assessment of the goods.
- 8.17. If the Buyer filed a claim after 12 months from the conclusion of the purchase contract and the Seller has rejected it, the person who settled the claim is obliged to indicate in the proof of the claim to whom the Buyer can send the goods for professional assessment. If the Buyer sends the goods for expert assessment to the designated person specified in the claim settlement document, the costs of expert assessment of the goods as well as all other related purposefully spent costs shall be borne by the Seller, regardless of the expert assessment result. If the Buyer proves the Seller's responsibility for the claimed defect of the goods by professional judgment, it can lodge the claim again; the warranty period does not expire during the expert assessment of the goods. The Seller is obliged to pay the Buyer within 14 days from the date of the claim against all the costs incurred for the expert assessment of the goods, as well as all related costs reasonably incurred. A reclaimed claim cannot be rejected.

- 8.18. The Buyer is not entitled to exercise the right of liability for defects, about which the Buyer was notified by the Seller at the time of conclusion of the Contract or about which, having regard to the circumstances in which the Purchase Contract was concluded, the Buyer had to know.
- 8.19. The Seller reserves the right to replace the defective goods with other nondefective goods with the same or better technical parameters, unless this causes the Buyer serious difficulties.
- 8.20. The Seller is not responsible for defects:
  - (a) in the case of a manifest defect which the Buyer could have found out by checking the consignment on delivery of the goods and which he has not notified to the Seller's agent in accordance with point 5.8. of these Terms and Conditions,
  - b) if the Buyer has not exercised his right regarding the Seller's liability for defective goods by the end of the warranty period of the goods,
  - c) if the defect of the goods is mechanical damage of the goods caused by the Buyer,
  - d) if the defect of the goods was caused by using the goods in conditions which do not correspond to the natural environment of the goods due to their intensity, humidity, chemical and mechanical influences,
  - e) if the defect of the goods was caused by improper handling, operation or neglect of the care of the goods,
  - f) if the defect of the goods was caused by damage to the goods by excessive loading or use in violation of the terms stated in the documentation or general principles of normal use of the goods,
  - g) if the defect of the goods was caused by damage to the goods by unavoidable and / or unforeseeable events,
  - h) if the defect of the goods was caused by damage to the goods by accidental destruction and accidental deterioration,
  - i) if the defect of the goods was caused by unprofessional interference, damaged by water, fire, static or atmospheric electricity or other acts of force majeure,
  - j) if the defect of the goods was caused by an interference with the goods of an unauthorized person.
- 8.21. The Seller is obliged to handle the claim and complete the claim procedure in one of the following ways:
- a) the exchange of goods;
- b) refund of the purchase price of the goods,
- c) handing over repaired goods,
- d) payment of a reasonable discount from the price of the goods,
- e) a written call for acceptance of the fulfilment determined by the Seller;
- f) by reasoned rejection of the claim of the goods.
- 8.22. The Seller is obliged to issue a written document on the manner of determining the claim handling within 30 days from the date of the claim personally, through the postal, courier or delivery service provider.

The Seller will inform the Buyer about the outcome of the claim immediately at the end of the claim procedure by phone or e-mail and at the same time it will be, together with the goods, alternatively delivered by e-mail the document of solved claim.

- 8.23. The warranty period is 24 months from the date of delivery of the goods, unless the specific warranty period is specified for specific cases. Shipped sports nutrition products, food in gift baskets and animal food have a minimum shelf life of more than 2 months before the expiry date, in the event of a shorter expiration period, the Seller will contact the Buyer by phone or e-mail and delivery will be shipped only with the Buyer's consent.
- 8.24. In the case of warranty repair of the goods, the warranty period is extended by the time during which the Buyer could not use the goods.
- 8.25. In the case of replacement of the goods for a new one, the warranty period will start again from the receipt of the new goods, but only for the new goods. In the case of exchange of goods for a new one, the Buyer will receive a receipt stating the information about the exchange of goods and any further claims shall be made based on the purchase contract and this claim receipt.
- 8.26. In the event of a removable defect, the claim will be settled at the Buyer's decision according to paragraph 8.15. of these Terms and Conditions as follows:
- (a) the Seller replaces the defective goods; or
- b) the Seller ensures the removal of the defect
- 8.27. As regards the removable defect and the Buyer shall not promptly determine in accordance with paragraph 8.15. of these Terms and Conditions, how the claim should be handled, the Seller shall handle the complaint by removing the defect.
- 8.28. In the case of a defect that cannot be removed, or one repetitive removable defect, or a number of different removable defects that prevent the goods from being properly used as without defects, the Seller shall solve the claim at the Buyer's discretion under point 8.15. of these Terms and Conditions as follows:
  - (a) the exchange of goods for other functional goods of the same or better technical parameters; or
  - b) in case that the Seller cannot make the exchange of goods for another, shall settle the claim by refunding the purchase price for the goods.
- 8.29. In the case of a non-removable defect or a multiple repetitive defect, or in the case of a greater number of different removable defects which prevent the proper use of the goods than without the defect and the Buyer shall not promptly determine in accordance with paragraph 8.15. of these Terms and Conditions, how the claim is to be handled, the Seller handles the claim by exchanging the goods for other functional goods of the same or better technical parameters.
- 8.30. Settlement of claim applies only to defects specified in the Notice of the claim and in the confirmation of the claim of the goods according to paragraph 8.14. of these Terms and Conditions.

- 8.31. For the purposes of the claim, repeated removable defect is considered a removable defect that occurs more than twice.
- 8.32. For the purposes of a claim, the bigger number of removable defects is considered occurrence of more than three different removable defects at the same time.
- 8.33. The Buyer's right to claim a defect is after having exercised his right and asked the Seller to remove the defect of the goods according to point 8.1. of these Terms and Conditions, which have been consumed and regardless of the outcome of the claim, is not entitled to repeatedly claim the same unique defect (not the same type of defect).
- 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 in the provision of Art. § 2 let. a) of Act 102/2014.

## 9. Personal data and their protection

- 9.1. The contracting parties have agreed that if the Buyer is a natural person, he/she is obliged to notify the Seller on the order, of his name and surname, permanent address including the postcode, telephone number and e-mail address.
- 9.2 The contracting parties have agreed that if the Buyer is a legal entity, it is obliged to notify the Seller on the order, of its business name, address, including zip code, company ID, telephone number and email address.
- 9.3. The Buyer may review and change the personal information provided at any time, as well as cancel its registration after logging in to the XXXXX Ecommerce Website
- 9.4. The Seller hereby informs the Buyer in accordance of Act no. 18 / 2018 Collections of law on the Protection of Personal Data and on amendments to certain laws, as amended (hereinafter just "ZnOOÚ") 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 of the Buyer shall be performed by the Seller in pre-contractual relations with the Buyer and the processing of Buyer's personal data is necessary for fulfilment of the Purchase Contract in which the Buyer acts as one of the contracting parties.
- 9.5. The Buyer may, by ticking the relevant box prior to placing an order, expressing his consent under the ZnOOÚ that the Seller processes and stores The Buyer personal data, in particular those mentioned above and / or necessary in the Seller's activity regarding sending new product information, discounts

- and promotions on the goods offered and processed them all in its information systems, concerning the sending of information on new products, discounts and promotions on the goods offered.
- 9.6. The Seller undertakes to treat and handle the Buyer's personal data in accordance with the applicable Slovak legislation.
- 9.7. The Seller declares that in accordance with the ZnOOÚ personal data will be obtained solely for the purpose stated in these Terms and Conditions.
- 9.8. The Seller shall declare that in accordance with the ZnOOÚ it will collect personal data for purposes other than those specified in these Terms and Conditions and Claim and will ensure that personal data is processed and used exclusively in a manner that is appropriate to the purpose for which it was collected and that it will not associate with personal information that has been obtained for other purposes.
- 9.9 The Buyer grants the Seller consent under point 9.5. of these Terms and Conditions for a definite period of time for the purpose of processing the Buyer's personal data. After fulfilling the purpose of processing, the Seller shall immediately ensure the removal of the Buyer's personal data. The Buyer may withdraw his consent to the processing of personal data in writing at any time. The consent expires within 1 month from the delivery of the withdrawal of consent by the Buyer to the Seller.
- 9.10. Before placing an order, the Buyer will be asked to confirm by ticking the box before placing the order that the Seller has informed him in a sufficient, clear and unmistakable manner:
  - (a) their identification data as mentioned in Article 1 of these Terms and Conditions.
  - b) identification data of a third party, which is the company that delivers the ordered goods to the Buyer in such a way that such data are stated in the acceptance,
  - c) the purpose of processing personal data, which is to conclude a purchase agreement between the Seller and the Buyer,
  - d) to process the Buyer's personal data to the extent of name and surname, permanent address including zip code, telephone number and e-mail address, if the Buyer is a natural person and to the extent business name, registered address including zip code, Company Registration Number, telephone number and e-mail address if the Buyer is a legal entity,
  - e) that the Buyer is obliged to provide the required personal data,
- 9.11. The Seller declares that it will process personal data in accordance with good morals and will act in a manner that does not contradict or circumvent ZnOOÚ neither other generally binding legal regulations. The Seller declares that the consent of the person in concern will not be enforced or conditioned by the threat of rejection of the contractual relationship, service, goods or obligation imposed on the Seller.

- 9.12 The Buyer has the right to request from the Seller upon written request
  - (a) confirmation whether personal data about him/her is processed,
  - (b) the purpose of the processing of personal data;
  - (c) in a generally comprehensible form, information on the processing of its personal data in the information system and on its state to the extent of:
    - (i) identification data of the Seller and the Seller's representative, if appointed;
    - (ii) the intermediary's identification data; this does not apply if the Seller does not proceed according to § 34 of the Act on Collection of Personal Data,
  - (d) in a generally understandable form, accurate information on the source from which his personal data were processed;
  - (e) in a generally comprehensible form, the transcription of his personal data which is subject to processing;
  - (f) additional information which, taking into account all the circumstances and conditions of the processing of personal data, is necessary for the purchaser to guarantee his rights and the interests protected by law, in particular to:
    - (i) information on the voluntary nature or obligation to provide the personal data requested; if the Seller acquires the Buyer's personal data on the basis of the Buyer's consent under the ZnOOÚ, the Seller shall also notify the Buyer of the period of validity of the Buyer's consent and if the Buyer's obligation to provide personal data resulting from a directly enforceable legally binding act of the European Union, international treaty by which Slovak Republic is bound, or by law, the Seller shall notify the Buyer of the legal basis which imposes this obligation on the Buyer and shall inform the Buyer of the consequences of the refusal to provide personal data,
    - (ii) information on third parties where it is expected or obvious that personal data will be provided to them;
    - (iii) the range of recipients where it is expected or obvious that personal data will be made available to them;
    - (iv) the form of publication where personal data is to be disclosed;
    - (v) third countries, where it is expected or obvious that personal data will be transferred to those countries;
  - g) correction of The Buyer incorrect, incomplete or outdated personal data that are subject to processing,
  - (h) the destruction of The Buyer personal data if the purpose of their processing has been fulfilled; where official documents containing personal data are subject to processing, they may request their return,
  - (i) destruction of The Buyer personal data, which are subject to processing, if there has been a violation of the ZnOOÚ or another valid legal regulation of the Slovak Republic.
- 9.13. The Buyer has the right to object to the Seller against:
  - (a) the processing of his personal data which he considers to be or will be processed for the purposes of direct marketing without his consent and to request their destruction;
  - (b) the use of personal data referred to in Article 31 for the purpose of direct marketing in the postal service; or

- (c) providing the personal data referred to in Article 31 for the purposes of direct marketing.
- 9.14. The Buyer has the right to object to the processing of personal data in cases pursuant to Section 31 of the Act based on a free written request by the Seller by expressing justified reasons or submitting evidence of unauthorized interference with his rights and legally protected interests. which are, or may be, damaged in a particular case by such processing of personal data; unless it is legally justified and it is established that the Buyer's objection is justified, the Seller is obliged to block and dispose of the personal data, the processing of which the Buyer objected without undue delay as soon as circumstances permit.
- 9.15. The Buyer, upon written request or in person, if the matter cannot be delayed, further has the right to object to the Seller at any time and not to comply with the Seller's decision, which would have legal effects or significant impact for him, if such decision is issued solely on the basis of automated processing of his data. The Buyer has the right to ask the Seller to review the issued decision by a method different from the automated form of processing, the Seller is obliged to comply with the Buyer's request, so that an authorized person has a decisive role in the review of the decision; on the method of examination and the result of the finding the Seller shall inform the Buyer within the period pursuant to par. 9.18. of these Terms and Conditions. The Buyer does not have this right only if it is stipulated by a special law, which provides for measures to safeguard the legitimate interests of the Buyer, or in the case of pre-contractual relations or during the existence of contractual relations the Seller issued a decision satisfying the Buyer's request or of the contract has taken other appropriate measures to safeguard the legitimate interests of the Buyer.
- 9.16. If the Buyer exercises his right in writing and the content of his request implies that he exercises his right, the request shall be deemed to have been filed under this Act; the Buyer shall deliver the request by e-mail or fax no later than three days from the date of dispatch.
- 9.17. If the Buyer suspects that its personal data are being processed illegally, it may notify the Office of its personal data protection. If the Buyer does not have full legal capacity, his rights may be exercised by a legal representative.
- 9.18. The Seller is obliged to handle the Buyer's request in writing pursuant to this Article. of these Terms and Conditions, i.e. satisfying the Buyer's requirements under the ZnOOÚ and inform him / her in writing no later than 30 days after receiving the request or terms.
- 9.19. The Seller shall notify the person concerned and the Office of personal data protection in writing without delay of the restriction of the rights of the Buyer according to the ZnOOÚ.

9.20. The Seller informs the Buyer that, in accordance with the Act on the Processing of Personal Data of the Buyer, it is assumed that the Buyer's personal data will be provided and made available to the following third parties:

Direct Parcel Distribution SK, Ltd., with its registered office at Technická 7, Bratislava 821 04, IČO: 35 834 498, registered in the Commercial Register of the District Court Bratislava 1, Section Ltd., Insert No. 26367 / B

## 10. Withdrawal from the purchase contract

- 10.1 If the Seller becomes unable to fulfil his obligations under the purchase contract because of stock sell-out, unavailability of the goods or if the manufacturer, importer or supplier of goods agreed in the purchase contract discontinued production or made such serious changes that prevented the Seller from fulfilling his obligations arising out of the purchase contract or for reasons of force majeure, or if, despite all reasonable efforts to do so, he is unable to deliver the goods to the customer within the period specified in these Terms and Conditions or at the price specified in the order, immediately inform the Buyer and at the same time he is obliged to offer the Buyer a substitute fulfilment or the possibility for the Buyer to withdraw from the purchase contract (cancel the order). In case the Buyer withdraws from the contract on the grounds referred to this point in this Terms and Conditions, the Seller must give the Buyer already paid 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 .
- 10.2. The Buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with the provisions of Art. § 7 et seq. Act no. 102/2014 Collection of Consumer Protection in Distance Selling (hereinafter referred to as the "Consumer Protection Act in Distance Selling") within 14 days of receipt of goods, i.e. from the date of conclusion of the contract for the provision of the service or the contract for the provision of electronic content not delivered on a tangible medium, if the Seller fulfilled the information obligations under Section 3 of the Consumer Protection Act.
- 10.3. The Buyer has the right to unpack and test the goods within this period after taking over in a similar way as usual in a classic "brick and mortar" shop, to the extent necessary to ascertain the nature, characteristics and functionality of the goods.
- 10.4. The start of the withdrawal period shall begin on the day on which the Buyer or a third party designated by him, except for the carrier, takes over all parts of the ordered goods or when

- (a) goods delivered in several parts or pieces. from the date of receipt of the last part or piece;
- b) goods ordered by the Buyer in one order are delivered separately, from the date of receipt of goods delivered last,
- (c) under the contract, it delivers the goods repeatedly for a specified period, from the date of receipt of the first goods delivered.
- 10.5. The Buyer may withdraw from the purchase contract, the subject of which is the purchase of goods even before the start of the withdrawal period.
- 10.6. Withdrawal from the contract is required in writing, in a manner that does not cause doubts that the withdrawal has been made by mistake or in the form of an entry on another durable medium, or by means of the form attached to Annex no. 1 of these Terms and Conditions. The withdrawal period shall be deemed to have been maintained if the withdrawal notice was sent to the Seller at the latest on the last day of the period pursuant to the provisions of Art. § 7 par. 1 of the Consumer Protection Act.
- 10.7. Withdrawal from the Purchase Contract pursuant to the preceding point of these Terms and Conditions must contain the information required in the withdrawal form attached to Appendix no. 1 of these Terms and Conditions, in particular the Buyer identification, the order number and date, the exact specification of the goods, the way the Seller is to return the already received fulfilment, in particular the account number and / or mailing address of the Buyer.
- 10.8. In the case of withdrawal from the purchase contract by the Buyer, any additional contract related to the purchase contract from which the Buyer has withdrawn, is also cancelled from the beginning. No costs or other payments related to the cancellation of the ancillary contract may be demanded from the Buyer, except for the costs and payments referred to in Art. § 9 par. 3, in the provisions § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Service Prices, if the subject of the contract is the provision of the service and the service has been fully provided.
- 10.9. Within 14 days from the date of withdrawal from the purchase contract, the Buyer is obliged to send the goods back without any delay to the address of the operator or hand it over to the Seller or the person authorized by the Seller to take over the goods. This does not apply if the Seller has proposed to collect the goods in person or through a person authorized by him. The period referred to in the first sentence of this clause of these Terms and Conditions shall be deemed to be maintained if the goods were handed over for carriage no later than the last day of the period.
- 10.10. The Buyer is obliged to deliver the goods to the Seller, including complete documentation, undamaged, preferably in the original packaging and unused.

- 10.11. Cash on delivery will not be accepted by the Seller. It is recommended to insure the goods. The Seller is obliged to return to the Buyer, without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal, all payments received by the Seller under or in connection with the Purchase Agreement, including shipping, delivery and shipping costs and other costs and charges. The Seller shall not be obliged to return to the Buyer the payments under this clause of these Terms and Conditions before the goods are delivered to him or until the Buyer proves the return of the goods to the Seller, unless the Seller suggests picking up the goods personally or through a person authorized by him.
- 10.12 The cost of returning the goods to the Seller shall be borne by the Buyer. The goods will be returned directly to the Seller or the person authorized by the Seller to take over the goods. This shall not apply if the Seller has agreed to bear these costs himself or if he has not fulfilled his obligation under § 3 par. 1 letter i) of the Consumer Protection Act in Distance Selling.
- 10.13. The Buyer shall only be liable for any reduction in the value of the goods resulting from the handling of the goods beyond what is necessary to ascertain the characteristics and functionality of the goods. The consumer shall not be liable for any reduction in the value of the goods if the Seller has not complied with the information duty on the consumer 's right to withdraw from the contract pursuant to § 3 par. 1 letter h) Consumer Protection Act in Distance Selling.
- 10.14. The Seller is obliged to return the purchase price to the Buyer for the goods in the same way as the Buyer used in his payment, unless he agrees with the Buyer on another way of refunding, without any additional charges to the Buyer.
- 10.15. In the event if the Buyer withdraws from the contract and delivers the goods that are used, damaged or incomplete to the Seller, the Buyer undertakes to pay to the Seller:
  - (a) the amount by which the value of the goods within the meaning of § 457 of the Civil Code in actual amount
  - (b) the costs incurred by the Seller for repairing and restoring the goods, calculated according to the price list for post - warranty servicing of the goods.

The Buyer is obliged to pay the Seller compensation under the terms of this Terms and Conditions to the Seller up to the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal.

- 10.16. In accordance with the provisions § 7 par. 6 of the Consumer Protection Act in distance selling, the Buyer cannot withdraw from the contract concerning:
  - sale of goods made to the specific requirements of the consumer, tailormade goods or goods intended specifically for one consumer,
  - sale of goods enclosed in a protective packaging which is not appropriate to return for health or hygiene reasons and whose protective packaging has been damaged after delivery,

- sale of phonograms, video recordings, audio-visual recordings, books or computer software sold in protective packaging, if the consumer has unpacked the packaging,
- provision of electronic content other than on a tangible medium, provided that the provision of such content has started with the express consent of the consumer and the consumer has declared that he has been duly advised that he is losing his right of withdrawal by expressing such consent.
- sale of goods, at the time after the conclusion of the contract and the takeover of the goods from the Seller, by the Buyer, assembled, folded or used in such a way that it cannot be restored by the Seller without incurring increased effort and costs; e.g. folded or assembled furniture, etc.
- 10.17. The provisions of Art. 10 of these Terms and Conditions expressly do not apply to entities not meeting the definition of consumer given in the provisions. § 2 letter a) of the Act.

## 11. Final provisions

- 11.1. In the case of conclusion of the purchase contract in writing, any change must be in writing
- 11.2. The Parties agree that communication between them shall take the form of e-mail messages.
- 11.3. Relationships not regulated by these Terms and Conditions are subject to the relevant provisions of the Civil Code, Act, Act no. 22/2004 On e-commerce and on amendment to Act no. 128/2002 On State Control of the Internal Market in Consumer Protection Matters and on Amendments to Certain Acts, as amended by Act no. 284/2002 As amended and Act no. 102/2014 On Consumer Protection in Distance Selling.
- 11.4. These Terms and Conditions come into effect for the Buyer by concluding the purchase contract.
- 11.5. Before placing the order, the Buyer will be prompted to confirm that it has become familiar with these Terms and Conditions, read them, understood their content and in their entirety and fully agrees with them.

## 12. Alternative dispute resolution

12.1. The Buyer has the right to ask the Seller for redress if it feels that the Seller has violated its rights or failed to settle the claim satisfactorily. If the Seller fails to respond to the request or refuses to respond within 30 days, the consumer may submit an alternative dispute resolution (hereinafter 'ADR') according to Act 391/2015 Coll. Pursuant to Section 3 of Act 391/2015 Coll. bodies and authorized legal persons. The proposal may be made by the consumer in the manner specified pursuant to Section 12 of Act 391/2015 Coll. The application may also be filed online through the ADR platform.

Alternative dispute resolution is reserved exclusively for consumers of natural persons, not purchasing businesses. The dispute is settled between a consumer and a Seller who has concluded a distance contract and whose dispute is worth more than EUR 20. The maximum fee an ADR may charge is EUR 5 from the Buyer to cover the costs.

#### **CAUTION:**

These General Terms and Conditions have been drawn up for the company EG Holding Itd., Company Registration Number: 50986554, 26 November 1510/3, 066 01 Humenné, registered in the Commercial Register of the Prešov District Court: 34946 / P , by the company Krši Itd., Hviezdoslavova 275/27, Žiar nad Hronom 965 01, Company Registration Number: 50 532 464 , which reserves its copyright to this work. Any use of this work or any part thereof (duplication, copying, scanning or otherwise disseminating texts, tables and other components of this work) by mechanical or electronic means without the prior written permission of the company Krši Itd. for such use is strictly prohibited.

#### Annex no. 1

#### Withdrawal from a distance contract

Within the meaning of § 7 et seq. Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or provision of services based on a distance or off-premises contract and amending certain acts

Seller				
Business name:				
Street and				
number:				
The city:				
Zip:				
Company				
Registration				
Number:				
VAT number:				
Phone:				
E-mail:				
The Buyer				
Name and			]	
surname:				
Street and				
number:				
The city:				
Zip:				
Phone:				
E-mail:				
I hereby notify you that I am withdrawing from the contract (choose one):				
Purchase contract				
service contracts				
The subject matter of the contract was purchased through the following website:				
I received a confirmed order number:				
From day:				
Invoice number:				
The goods were delivered to me on (day of receipt):				

Therefore I required a refused	(leave only one outlan).			
Therefore, I request a refund				
Full invoice value (all invoiced goods are subvalue (only some of the goods are subject to				
name of the returned	williurawai)			
subject of the contract,				
and number of pieces				
(only if you return just				
part of the subject of the				
contract):				
contracty.				
Required return value:				
Please refund (leave selected):				
by postal order to my address (above)				
bank transfer, bank number / code or IBAN:				
Dank transfer, Dank number / Code of IDAN.				
obliged to return the money within 14 days from the goods are not delivered, or I can prove the	•			
I must send the goods to the Seller within 14	days of the date of withdrawal.			
In Date:				
Name Surname				
(Signature)				

#### Annex no. 2

## Information on exercising the Buyer's right to withdraw from the purchase contract

#### 1. The right to withdraw from the purchase contract

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

The withdrawal period shall expire 14 days from the date on which you or your third party, other than the carrier, accepts the goods.

To exercise the right to withdraw from the purchase contract, please notify us of your decision by an explicit statement (e.g. written letter sent by post, fax or e-mail) to the address EG Holding Ltd., 26 November 1510/3, 066 01 Humenne, info@bds-nails.com.

For this purpose, you can use the template to withdraw from the purchase contract, which appears as Annex no. 1 of the Terms and Conditions. Alternatively, you can fill in and submit the template form for withdrawal from the purchasing contract or any other explicit statement of withdrawal, also electronically through our website [ *insert address of the web site*]. If you use this option, we will promptly confirm your acceptance of the withdrawal from the purchase contract by e-mail, or on another reliable carrier.

The withdrawal period is maintained if you send notice of exercise of the right to withdraw from the purchase contract before the withdrawal period expires.

#### 2. Consequences of withdrawal

In the event of withdrawal from the purchase contract, we will refund all payments you made in connection with the conclusion of the purchase contract, especially the purchase price, including the cost of delivery of the goods to you. This does not apply to additional costs if you have chosen a different method of delivery than the cheapest standard delivery method that we offer, neither for additional services if they have been the subject of the contract and have been fully provided. Payments will be refunded without undue delay and in any case not later than 14 days from the day when we will receive your notice of withdrawal from the purchase contract. The refund will be done in the same manner as you used to make your payment, unless you explicitly agreed to another form of payment, without charging any additional charges.

You will be paid for the purchased goods only after delivery of the returned goods to our address or upon submission of a document proving the return of the goods, whichever comes first.

Send the goods back to us or bring them to the address 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 be maintained if you send the goods back before the expiry of the 14-day period. You will bear the cost of returning the goods.

Please note that in case of withdrawal from the contract, you are liable for any reduction in the value of the goods as a result of the handling at the time of its

delivery to the moment of its return so much as necessary to establish the nature, characteristics and functioning of the goods.