

General terms and conditions

These terms and conditions (hereinafter referred to as the "Terms and Conditions") govern the rights and obligations of the contracting parties resulting from the purchase contract concluded at a distance between

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(hereinafter referred to as the "seller" in the relevant form) and the buyer through the online offer located at the seller's website: www.slovenskecipky.eu, www.sashe.sk/anda.k (hereinafter referred to as the "web address of the seller" in the appropriate form), telephone contact: +421905894632, e-mail: lace.cipka@gmail.com.

A. Introductory provisions

- 1) These terms and conditions in the version valid on the day of the conclusion of the purchase contract are an integral part of the purchase contract. If the buyer is a consumer within the meaning of Act no. 102/2014 Coll. on consumer protection in contracts concluded at a distance as amended (hereinafter only Act 102/2014 Coll.), legal relations between the seller and the buyer are covered by the Civil Code and special regulations Act No. 250/2007 Coll. on consumer protection, unless this law provides otherwise. In the event that the seller and the buyer enter into a written purchase contract in which they agree on conditions deviating from these terms and conditions, the provisions of the purchase contract will take precedence over these terms and conditions. The conditions agreed in this way must not conflict with other legal regulations (shortening the deadline for returning goods, warranty period, etc.).
- 2) The buyer (consumer) is, in accordance with Act no. 250/2007 Coll. a natural person purchasing goods that are not used for the performance of employment, profession or business. A buyer who is not a consumer is a person who, when concluding and fulfilling a purchase contract, acts as part of his business or other business activity.
- 3) "Goods" means the thing offered by the seller for sale to the buyer through the online offer of goods located on the website address of the seller and, if the goods are offered, also the license to use this thing.
- 4) The displayed purchase price for the goods displayed in the online offer of goods on the seller's website, which is operated by the seller, includes value added tax in the amount determined by the applicable legislation of the Slovak Republic and does not include the price for the transportation of goods or other optional services. All promotions are valid while supplies last, unless otherwise stated for a specific item. The seller is not a VAT payer.
- 5) The seller reserves the right to modify the price of the goods listed in the online offer at the seller's website at any time. The change in the price of the goods does not apply to purchase contracts concluded before the price change, regardless of whether or not the goods have been delivered.
- 6) Conclusion of the purchase contract - the buyer's order represents a proposal for the conclusion of the purchase contract. The purchase contract itself is concluded at the moment of delivery of the seller's binding agreement with the draft purchase contract to the buyer, ie binding confirmation of the order by the seller. From this moment, mutual rights and obligations arise between the seller and the buyer, which are defined by the purchase contract and these terms and conditions. Business conditions are an integral part of the purchase contract.

- 7) Made-to-order goods – The purchase contract for made-to-order goods is concluded by the buyer's written confirmation of the goods' specifications - i.e. estimated price, size, material, delivery date and other specifications. It is not possible to withdraw from such a contract in accordance with §7 paragraph 6 of Act 102/2014 Coll. and the seller is entitled to payment of the agreed price.
- 8) The seller is entitled to ask the buyer for an additional confirmation of the order at any time and until he receives the order confirmation from the buyer, he is entitled to delay sending the goods to the buyer.
- 9) The method of packing the Goods is determined exclusively by the seller. The buyer is obliged to pay the seller the costs associated with the packaging and delivery of the goods to the buyer in the amount specified in the binding confirmation of the order.
- 10) The buyer has the right to choose from the options displayed to the buyer in the online offer of goods the method of payment of the purchase price for the goods and possibly other monetary payments to the seller.
- 11) The seller has the right to provide the buyer with a discount on the price of the goods. Discounts on the price of the Goods can be combined with each other, unless explicitly stated otherwise for a specific discount.
- 12) The Seller reserves the right of ownership to the Goods, which are the subject of the Purchase Agreement, until full payment of the purchase price for the Goods in question by the Buyer.
- 13) The Seller undertakes to deliver the Goods to the Buyer within a reasonable time from the conclusion of the Purchase Agreement. All deadlines for the delivery of the Goods listed in the online offer of goods are indicative only.
- 14) In the event that the goods are sold out in the meantime, the seller informs the buyer by e-mail about the possible date of its delivery to the buyer.
- 15) If the seller together with the Goods provides the buyer with a gift, the gift agreement between the buyer and the seller is concluded with the severance condition that if there is a withdrawal from the Purchase Agreement, the given gift agreement is canceled without further ado from the beginning together with the purchase agreement and the buyer is obliged together with to return the purchased goods to the seller as well as the gift provided.
- 16) The Seller provides the buyer with a warranty for the purchased Goods, if the warranty period is specified for the Goods in the online offer of goods, for the duration of the stated warranty period, while the warranty stated in this way applies only to Consumers.
- 17) The buyer is entitled to exercise rights from defective performance with the seller at the address of its registered office and/or operation or by email at lace.cipka@gmail.com. The moment when the seller receives the claimed Goods from the buyer is considered the moment of application of the complaint.

B. Rights and obligations of the seller and the buyer

The seller is obliged to:

- 1) on the basis of an order confirmed by acceptance, deliver the goods to the buyer in the agreed quantity, quality and term and pack them or prepare them for transport in a manner necessary for their preservation and protection, ensure that the delivered goods comply with the valid legal regulations of the Slovak Republic,
- 2) immediately after the conclusion of the purchase contract, but at the latest together with the delivery of the goods, provide the buyer with a confirmation of the conclusion of the purchase contract on a durable medium, for example via email. The confirmation must contain all the information mentioned in point 2.6. including the form for withdrawing from the purchase contract,

- 3) hand over to the buyer together with the goods in written or electronic form at the latest all the documents necessary for taking over and using the goods and other documents prescribed by the valid legal regulations of the Slovak Republic (instructions in the Slovak language, warranty card, delivery note, tax document).
- 4) The seller has the right to proper and timely payment of the purchase price from the buyer for the delivered goods.
- 5) If, due to sold-out stocks or unavailability of the goods, the seller is unable to deliver the goods to the buyer within the time period agreed in the purchase contract or determined by these commercial and complaint conditions or for the agreed purchase price, the seller is obliged to offer the buyer a substitute performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). The buyer can withdraw from the purchase contract or cancel the order by sending an e-mail. If the buyer has already paid the purchase price or part of it, the seller will return the already paid purchase price or part of it within 14 days from the date of delivery of the e-mail about withdrawal from the purchase contract or cancellation of the order to the buyer on the account designated by him, unless the parties agree otherwise. If the buyer does not accept the alternative performance offered by the seller within a reasonable period of time or withdraw from the purchase contract, the seller is entitled to withdraw from the purchase contract, and if the buyer has already paid the purchase price or part of it, the seller is obliged to return the already paid purchase price or part of it within 14 days from the date of delivery of withdrawals from the purchase contract to the buyer.

C. Rights and obligations of the buyer

- 1) The buyer was informed by the seller that part of the order is the obligation to pay the price.
- 2) The buyer is obliged to:
 - a) take over the ordered and delivered goods,
 - b) pay the seller the agreed purchase price within the agreed due date, including the costs of delivering the goods,
 - c) confirm receipt of the goods in the delivery note with his signature or the signature of a person authorized by him.
- 3) The buyer has the right to deliver the goods in the quantity, quality, date and place agreed by the contracting parties.

D. Delivery and payment terms

- 1) The usual availability of goods with the date of their dispatch is indicated for each item in the online offer of goods on the seller's website.
- 2) If the seller and the buyer have not agreed otherwise in the purchase contract, the seller is obliged to deliver the item to the buyer without delay, no later than 30 days from the date of conclusion of the purchase contract. If the seller has not fulfilled his obligation to deliver the thing within the period according to the first sentence, the buyer will ask him to deliver the thing within the additional reasonable period provided by him. If the seller does not deliver the item even within this additional reasonable period, the buyer is entitled to withdraw from the contract.
- 3) The seller is entitled to invite the buyer to take over the goods even before the expiry of the deadline for the delivery of the goods agreed in the purchase contract.
- 4) The display of goods in the online offer of goods on the seller's web address, which is operated by the seller, is only illustrative. The weight, dimensions and other data about the goods contained in the seller's catalogs, prospectuses and other documents located on the seller's e-commerce website are given by the manufacturer and may differ.

- 5) The buyer is obliged to take delivery of the goods at the place that is agreed by the seller or his representative, authorized to deliver the goods and the buyer in the purchase contract or in another way, at the time before the delivery of the goods (hereinafter referred to as the "place"). The buyer is obliged to take over the goods within the time period agreed by the seller or his representative, authorized to deliver the goods, and the buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as the "time period").
- 6) In the event that the seller delivers the goods to the buyer at the place and within the time frame, the buyer is obliged to take over the goods personally or to ensure that the goods are taken over by a person whom he authorizes in case of his absence to take over the goods and to sign a protocol on payment of the purchase price and delivery and handover of the goods. The third party authorized to take over the goods is obliged to submit a copy of the order acceptance to the seller. The goods are considered delivered and accepted at the moment of delivery of the goods to the buyer. Delivery of the goods to the buyer means delivery of the goods to the place, their acceptance by the buyer or a third party authorized by the buyer and signing of the protocol on payment of the purchase price and delivery and handover of the goods by the buyer or a third party authorized by the buyer.
- 7) If it is necessary to repeat the delivery of the goods due to the absence of the buyer at the place and in the time frame, or in the event that the buyer, without prior written withdrawal from the purchase contract, does not take over the goods within 7 days after the futile expiration of the time frame, the seller is entitled to claim compensation for the incurred damage in the amount the actual costs of an unsuccessful attempt to deliver the goods to the location.
- 8) The buyer is obliged to check the shipment, that is, the goods as well as their packaging immediately after delivery in the presence of the seller's representative. If the existence of a defect in the goods is discovered, the seller's representative is obliged to allow the buyer to make a record of the extent and nature of the defect in the goods, the correctness of which will be confirmed by the seller's representative. On the basis of the recorded record delivered to the seller, the buyer can then refuse to accept the delivered goods with a defect or confirm the delivery of the goods with a defect and subsequently file a claim for defects in the goods with the seller or a designated person. In the event that the buyer refuses to take delivery of the delivered goods with a defect, the seller shall bear all costs incurred for returning the goods to the seller.
- 9) The buyer is entitled to withdraw from the purchase contract if the seller does not deliver the goods within the period specified in point D. 2) of these terms and conditions, and the seller is obliged to return the already paid part of the purchase price to the buyer within 14 days of delivery of the withdrawal from the purchase contract by cashless transfer to a bank account of the buyer designated by the buyer.

E. Purchase price

- 1) The purchase price for the goods agreed in the purchase contract between the seller and the buyer is stated in the order acceptance (hereinafter referred to as the "purchase price"). If the purchase price indicated in the order delivery confirmation is higher than the price for identical goods indicated in the online offer of goods on the seller's website at the time the order is sent to the buyer, the seller will deliver an electronic message to the buyer with information about the offer of a new purchase price in a different amount, which is considered the seller's proposal for the conclusion of a new purchase contract, which must be explicitly confirmed by the buyer by e-mail or in writing in order for the purchase contract to be validly concluded.
- 2) The buyer is obliged to pay the seller the purchase price, including the costs of delivery of the goods in cash, or by payment card when receiving the goods in person, cash on delivery

at the place of delivery of the goods or by cashless transfer to the seller's account, specified in the acceptance of the order.

- 3) If the buyer pays the seller the purchase price by non-cash transfer, the date of payment is considered the day when the entire purchase price was credited to the seller's account.
- 4) The buyer is obliged to pay the seller the purchase price for the agreed goods within the period according to the purchase contract, but at the latest upon taking over the goods.
- 5) In the event that the buyer does not pay the seller the entire purchase price by the time the goods are delivered to the location and the contracting parties have not agreed to pay the purchase price for the goods in installments, the seller is entitled to refuse delivery of the goods to the buyer.
- 6) The costs associated with the assembly and delivery of the goods are not included in the purchase price, and the seller is not obliged to provide these services to the buyer. The purchase price does not include fees associated with the delivery of the goods, which are charged to the buyer according to the current price list of the carrier or courier service.
- 7) In the event that the buyer knowingly does not accept the bindingly ordered goods delivered by a postal carrier or courier service, the seller is entitled to demand payment of packaging and transport fees.

F. Acquisition of ownership and passing of the risk of damage to the goods

- 1) The buyer acquires ownership rights to the goods only upon full payment of the entire purchase price for the goods.
- 2) The risk of damage to the goods passes to the buyer at the time when the buyer or a third person authorized by the buyer takes over the goods from the seller or his representative, authorized to deliver the goods, or when he does not do so in time, then at the time when the seller allows the buyer to handle the goods and the buyer will not take over.

G. Complaints procedure (responsibility for defects, warranty, complaints)

- 1) If it is a product defect that can be removed, the buyer has the right to have it removed free of charge, in a timely manner and properly. The seller is obliged to remove the defect without undue delay.
- 2) Instead of removing the defect, the buyer can demand the replacement of the goods, or if the defect concerns only a part of the goods, the replacement of the part, if this does not incur disproportionate costs for the seller in view of the price of the goods or the severity of the defect.
- 3) Instead of removing the defect, the seller can always replace the defective product with a perfect one, if this does not cause serious difficulties for the buyer.
- 4) If it is a defect in the goods that cannot be removed and which prevents the goods from being properly used as a defect-free item, the buyer has the right to exchange the goods or withdraw from the purchase contract. The same rights belong to the buyer if the defects can be removed, but if the buyer cannot properly use the goods due to the reappearance of the defect after repair or due to a larger number of defects.
- 5) If there are other irreparable defects, the buyer has the right to a reasonable discount on the price of the goods.
- 6) The seller informed the buyer about his rights arising from the provisions of § 622 of the Civil Code and the rights arising from the provisions of § 623 of the Civil Code by placing these terms and conditions on the relevant subpage of the seller's electronic store and the buyer had the opportunity to read them in the time before sending the order.
- 7) The seller is responsible for defects in the goods in accordance with the applicable regulations of the Slovak Republic, and the buyer is obliged to file a claim with the seller or with a designated person. Information on designated persons and service points for

warranty and post-warranty service is listed on the back of the warranty card or will be provided by the seller to the buyer upon request by phone or e-mail.

- 8) The handling of complaints is subject to the valid complaint procedure of the seller, i.e. Art. G of these commercial and complaint conditions. The buyer was properly familiarized with the complaint procedure and informed about the conditions and method of complaining about the goods, including information on where the complaint can be made, and about the performance of warranty repairs in accordance with clause . § 18 par. 1 of Act no. 250/2007 Z . from. on consumer protection and on the amendment of Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended (hereinafter referred to as the "Consumer Protection Act") at the time before the conclusion of the purchase contract by placing these terms and conditions on the relevant subpage of the seller's electronic store and the buyer had the opportunity to read them before sending the order.
- 9) The complaint procedure applies to goods purchased by the buyer from the seller listed in the online offer of goods on the seller's website.
- 10) The buyer has the right to claim liability from the seller for a defect in the goods relating only to goods that show defects for which the manufacturer, supplier or seller is responsible, are covered by a warranty and were purchased from the seller.
- 11) If the goods show defects, the buyer has the right to file a claim at the seller's establishment in accordance with the provisions of § 18 par. 2 of the Act on Consumer Protection by delivering the goods to the seller's establishment and delivering to the seller an expression of the buyer's will to exercise his right according to points G. 1) to 5) of these business and complaint terms and conditions (hereinafter referred to as "notice of claim application"), e.g. in the form of a completed complaint form, which is located on the relevant subpage of the seller's electronic store. The seller recommends insuring the goods when sending them for a claim. The seller does not accept cash on delivery shipments. The buyer is obliged to truthfully state all the required information in the notice of claim application, in particular to indicate exactly the type and extent of the defect in the goods; the buyer will also indicate which of his rights arising from the provisions of § 622 and 633 of the Civil Code he applies. The buyer has the right to file a complaint with a person authorized by the manufacturer of the goods to carry out warranty repairs (hereinafter referred to as the "designated person"). The list of designated persons is given in the warranty letter or the seller will send it to the buyer at his request.
- 12) The complaint procedure regarding the goods that can be delivered to the seller begins on the day when all the following conditions are fulfilled cumulatively:
 - a) delivery of a notice of claim to the seller,
 - b) delivery of the claimed goods from the buyer to the seller or designated person,
 - c) delivery of access codes, passwords, etc. to the claimed goods to the seller, if these data are necessary for the proper processing of the claim;
- 13) The seller or a designated person will issue a confirmation of the application of the goods complaint to the buyer in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the goods and once again instructs the consumer about his rights arising from point 8.1. until 8.3. these commercial and complaint conditions (provision of § 622 of the Civil Code) and the rights arising from point 8.4. until 8.5. these business and complaint conditions (provision of § 623 of the Civil Code). If the claim is made via 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 unnecessary delay, but at the latest together with a document on the processing of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way.
- 14) The buyer is entitled to decide which of his rights in accordance with § 622 and § 623 of the Civil Code he applies, and at the same time he is obliged to immediately deliver

information about his decision to the seller. On the basis of the buyer's decision, which he applies from his rights in accordance with the provisions of § 622 and the provisions of § 623 of the Civil Code, the seller or a designated person is obliged to determine the method of handling the claim according to the provisions of § 2 letter m) of the Act on Consumer Protection immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required no later than 30 days from the date of the start of the complaint procedure. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately, in justified cases the complaint can also be handled later. However, the processing of the claim must not take longer than 30 days from the day the claim is applied. After the expiry of the deadline for processing the complaint, the consumer has the right to withdraw from the contract or has the right to exchange the goods for new goods.

- 15) If the buyer made a complaint about the goods within the first 12 months from the conclusion of the purchase contract, the seller can handle the complaint by rejecting it only based on the statement of an expert or an opinion issued by an authorized, notified or accredited person or the opinion of a designated person (hereinafter referred to as "expert assessment of the goods"). Regardless of the result of the expert assessment, the seller cannot require the buyer to pay the costs of the expert assessment of the goods or other costs related to the expert assessment of the goods.
- 16) If the buyer made a complaint about the product after 12 months from the conclusion of the purchase contract and the seller rejected it, the person who processed the complaint is obliged to indicate in the complaint handling document to whom the buyer can send the goods for expert assessment. If the buyer sends the goods for expert assessment to the specified person specified in the claim document, the costs of the expert assessment of the goods, as well as all other related costs, are borne by the seller, regardless of the result of the expert assessment. If the buyer proves the seller's responsibility for the claimed defect in the goods through a professional assessment, he can apply the claim again; the warranty period does not expire during the expert assessment of the goods. The seller is obliged to reimburse the buyer within 14 days from the date of the renewed claim all costs incurred for the expert assessment of the goods, as well as all related costs incurred purposefully. A renewed claim cannot be rejected.
- 17) The buyer does not have the right to exercise the right of liability for defects that the seller was informed about at the time of concluding the contract, or about which, taking into account the circumstances under which the purchase contract was concluded, he must have known.
- 18) The seller reserves the right to replace defective goods with other faultless goods with the same or better technical parameters, if this does not cause serious difficulties for the buyer.
- 19) The seller is not responsible for product defects:
 - a) if it is an obvious defect that the buyer could have discovered by inspecting the shipment upon delivery of the goods and which he did not notify the seller's representative in accordance with point D.8) of these complaint and business terms and conditions,
 - b) if the buyer has not exercised his right regarding the seller's responsibility for the defect of the goods by the end of the warranty period of the goods,
 - c) if the defect of the goods is mechanical damage to the goods caused by the buyer,
 - d) if the defect of the goods was caused by the use of the goods in conditions that do not correspond in terms of intensity, humidity, chemical and mechanical effects to the natural environment of the goods,
 - e) if the defect of the goods was caused by unprofessional handling, service, or neglect of the care of the goods,

- f) if the defect of the goods was caused by damage to the goods due to excessive loading, or use contrary to the conditions specified in the documentation or the general principles of the usual use of the goods,
 - g) if the defect in 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 in the goods was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity or other force majeure,
 - j) if the defect in the goods was caused by an unauthorized person tampering with the goods.
- 20) The seller is obliged to handle the complaint and end the complaint procedure in one of the following ways:
- a) by handing over repaired goods,
 - b) by exchanging goods,
 - c) by returning the purchase price of the goods,
 - d) by paying a reasonable discount on the price of the goods,
 - e) by a written invitation to take over the performance determined by the seller,
 - f) justified rejection of the goods claim.
- 21) The seller is obliged to issue a written document to the buyer about the method of determining the processing of the claim and the processing of the claim no later than 30 days from the date of the claim in person, through a postal or courier or delivery service provider. The seller will inform the buyer about the result of handling the complaint immediately after the end of the complaint procedure by phone or e-mail, and at the same time, together with the goods, or proof of processing of the complaint delivered via e-mail.
- 22) The warranty period is 24 months from the date of delivery of the goods, unless a different warranty period is specified for specific cases.
- 23) The warranty period is extended by the time during which the buyer could not use the goods due to the warranty repair of the goods.
- 24) In case of exchange of goods for a new one, the buyer will receive a document on which information about the exchange of goods will be given, and any other claims are applied on the basis of the purchase contract and this claim document. In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of the new goods, but only for the new goods.
- 25) With regard to a removable defect, the claim will be settled depending on the buyer's decision in the following way:
- a) the seller ensures the removal of the defect, or
 - b) the seller replaces the defective goods.
- 26) With regard to a defect that can be removed and the buyer does not determine without delay according to point 8.15. of these complaint and business conditions, how the complaint should be processed, the seller will process the complaint by removing the defect.
- 27) If it is a defect that cannot be removed, or one defect that can be removed multiple times, or a larger number of different removable defects that prevent the goods from being properly used as without defects, the seller, depending on the buyer's decision, will process the claim in the following way :
- a) by exchanging goods for other functional goods with the same or better technical parameters, or
 - b) in the event that the seller is unable to exchange the goods for another, he will handle the claim by returning the purchase price for the goods.
- 28) If it is a defect that cannot be removed, or one defect that can be removed multiple times, or a larger number of different removable defects that prevent the goods from being

properly used as defect-free and the buyer does not immediately determine according to point 8.15. of these complaint and business conditions, how the complaint should be processed, the seller will resolve the complaint by exchanging the goods for other functional goods with the same or better technical parameters.

- 29) Complaint handling applies only to defects listed in the Notice of claim and in the confirmation of claim of the goods according to point 8.14. these complaint and business terms and conditions.
- 30) For the purposes of the complaint, the occurrence of one removable defect more than twice is considered to be a removable defect that has been repeated more than once.
- 31) For the purposes of the complaint, the occurrence of more than three different removable defects at the same time is considered a greater number of different removable defects.
- 32) The buyer's right to claim a defect in the goods is exhausted after he has exercised his right and requested the seller to remove the defect in the goods according to point 8.1 of these complaint and business conditions, and regardless of the outcome of the claim, he is no longer entitled to the same unique defect (not a defect of the same kind) apply the claim repeatedly.
- 33) The buyer - the consumer - has the right to contact the seller with a request for correction (by e-mail to lace.cipka@gmail.com) if he is not satisfied with the way in which the seller handled his complaint or if he believes that the seller has violated his rights . If the seller responds negatively to this request or does not respond to it within 30 days of sending it, the consumer has the right to submit a proposal to initiate alternative dispute resolution to the alternative dispute resolution entity (hereinafter referred to as the ARS entity) pursuant to Act 391/2015 Coll. ARS subjects are authorities and authorized legal entities according to § 3 of Act 391/2015 Coll. The proposal can be submitted by the consumer in the manner determined according to § 12 of Act 391/2015 Coll.
- 34) The consumer can also file a complaint through the RSO alternative dispute resolution platform, which is available online at http://ec.europa.eu/consumers/odr/index_en.htm
- 35) Alternative dispute resolution can only be used by a consumer - a natural person who, when concluding and fulfilling a consumer contract, does not act within the scope of his business activity, employment or profession. Alternative dispute resolution applies only to a dispute between a consumer and a seller, resulting from a consumer contract or related to a consumer contract. Alternative dispute resolution applies only to contracts concluded at a distance. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed €20. The ARS entity may demand payment of a fee for starting an alternative dispute resolution from the consumer, up to a maximum of €5 including VAT.

H. Personal data and their protection

- 1) The contracting parties have agreed that the buyer, if he is a natural person, is obliged to notify the seller in the order of his name and surname, address of permanent residence including zip code, telephone number and email address.
- 2) The contracting parties have agreed that the buyer, if he is a legal entity, is obliged to notify the seller in the order of his business name, registered office address including zip code, social security number, telephone number and email address.
- 3) Before creating the order and before concluding the purchase, the seller allowed the buyer to fully familiarize himself with the personal data protection rules, which can be found on the relevant subpage of the seller's e-commerce: www.uluv.sk/online offer

I. Withdrawal from the purchase contract

- 1) If the seller cannot fulfill his obligations arising from the purchase contract due to the stock being sold out, the unavailability of the goods, or if the manufacturer, importer or supplier of the goods agreed in the purchase contract interrupted production or made such serious changes that made it impossible to fulfill the seller's obligations arising from the purchase contract, or for reasons of force majeure or if, even after making all the efforts that can be fairly required of him, he is not able to deliver the goods to the customer within the period determined by these terms and conditions or at the price specified in the order, the seller is obliged to immediately inform the buyer of this fact and at the same time, he is obliged to offer the buyer alternative performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). In the event that the buyer withdraws from the purchase contract for the reasons stated in this point of these complaints and terms and conditions, the seller is obliged to return to the buyer the advance payment already paid for the goods agreed in the purchase contract within 14 days from the notification of withdrawal from the contract by transfer to the account specified by the buyer .
- 2) The buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with the provisions of § 7 et seq . of the Act on Consumer Protection in Distance Selling within 14 days of receiving the goods, or from the date of conclusion of the contract for the provision of services, if the seller has timely and properly fulfilled the information obligations according to section . § 3 of the Act on Consumer Protection in Distance Selling.
- 3) Within this period, the buyer has the right to unpack and test the goods in a similar way as is usual when buying in a traditional brick-and-mortar store, to the extent necessary to determine the nature, properties and functionality of the goods.
- 4) The period for withdrawing from the contract begins on the day when the buyer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods, or if
 - a) the goods ordered by the buyer in one order are delivered separately, from the date of receipt of the last delivered goods,
 - b) delivers goods consisting of several parts or pieces, from the date of receipt of the last part or last piece,
 - c) on the basis of the contract, the goods are delivered repeatedly during the defined period, from the date of acceptance of the first delivered goods.
- 5) The buyer can withdraw from the purchase contract, the subject of which is the purchase of goods, even before the expiry of the withdrawal period.
- 6) The buyer must make the withdrawal from the contract in writing in a way that leaves no doubt that the contract has been withdrawn, or in the form of a record on another durable medium or using the form that forms attachment no. 1 of these business and complaint terms and conditions. The deadline for withdrawing from the contract is considered to have been observed if the notice of withdrawal from the contract was sent to the seller no later than the last day of the deadline according to the provisions of § 7 par. 1 of the Act on Consumer Protection in Distance Selling.
- 7) Withdrawal from the purchase contract according to the passing point of these commercial and complaint conditions must contain the information required in the form for withdrawal from the purchase contract, which forms Annex no. 1 of these business and complaint conditions, in particular the identification of the buyer, the number and date of the order, the exact specification of the goods, the way in which the seller should return the payment already received, in particular the account number and/or postal address of the buyer.
- 8) If the buyer withdraws from the purchase contract, any additional contract related to the purchase contract from which the buyer withdrew is also canceled from the beginning. It

is not possible to demand any costs or other payments from the buyer in connection with the cancellation of the supplementary contract, except for the payment of costs and payments specified in the provisions of § 9 par. 3 and the provisions of § 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 a service and the service has been fully provided.

- 9) The buyer is obliged to send the goods back to the address of the operator's seat or hand them over to the seller or a person authorized by the seller to receive the goods without undue delay, but no later than within 14 days from the date of withdrawal from the purchase contract. This does not apply if the seller has suggested that he collects the goods personally or through a person authorized by him. The deadline according to the first sentence of this point of these terms and conditions of trade and complaints is considered to have been observed if the goods were handed over for transport no later than the last day of the deadline.
- 10) The buyer is obliged to deliver the goods to the seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.
- 11) It is recommended to insure the goods. The seller does not accept cash on delivery shipments. The seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, to return to the buyer all payments received from him on the basis of the purchase contract or in connection with it, including the costs of transport, delivery and postage and other costs and fees. The seller is not obliged to return payments to the buyer according to this point of these terms and conditions of business and complaints before the goods are delivered to him or until the buyer proves that the goods have been sent back to the seller, unless the seller suggests that he collects the goods personally or through a person authorized by him.
- 12) The buyer bears the costs of returning the goods to the seller or the person authorized by the seller to take over the goods. This does not apply if the seller has agreed to bear them himself or if he has not fulfilled the obligation according to § 3 par. 1 letter i) of the Act on Consumer Protection in Distance Selling.
- 13) The buyer is only responsible for the reduction in the value of the goods, which occurred as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the properties and functionality of the goods. The consumer is not responsible for a decrease in the value of the goods if the seller has not fulfilled the information obligation about the consumer's right to withdraw from the contract according to § 3 par. 1 letter h) of the Act on Consumer Protection in Distance Selling.
- 14) The seller is obliged to return the purchase price for the goods to the buyer in the same way that the buyer used for his payment, unless he agrees with the buyer on another method of returning payments without additional fees being charged to the buyer in this regard.
- 15) In the event that the buyer withdraws from the contract and delivers goods to the seller that are used, damaged or incomplete, the buyer undertakes to pay the seller:
 - a) the value by which the value of the goods was reduced in accordance with section . § 457 of the Civil Code in the actual amount
 - b) costs incurred by the seller in connection with the repair of the goods and their restoration to their original condition, calculated according to the price list for the post-warranty service of the goods. Pursuant to this clause of the complaints and business conditions, the buyer is obliged to pay compensation to the seller in the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase contract.
- 16) In accordance with the provisions of § 7 par. 6 of the Act on Consumer Protection in Distance Selling, the buyer cannot withdraw from the contract, the subject of which are:
 - a) sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,

- b) sale of goods enclosed in protective packaging, which are not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery,
 - c) sale of audio recordings, video recordings, audio-visual recordings, books or computer software sold in protective packaging, if the consumer has unpacked this packaging,
 - d) provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.
 - e) the sale of goods that, after the conclusion of the contract and the acceptance of the goods from the seller to the buyer, were assembled, assembled or used in such a way that its restoration to its original state by the seller is not possible without the expenditure of increased effort and increased costs, e.g. folded or assembled furniture, etc.
- 17) The provisions of Art. 10 of these business and complaint conditions expressly do not apply to entities that do not meet the definition of consumer stated in section § 2 letter a) of the Consumer Protection Act.

J. Final provisions

- 1) If the purchase contract is concluded in written form, any change to it must be in written form.
- 2) The contracting parties have agreed that communication between them will be carried out in the form of e-mail messages.
- 3) The relevant provisions of the Civil Code, the Act on Consumer Protection, Act No. 22/2004 Coll. on electronic commerce and on the amendment of Act no. 128/2002 Coll. on state control of the internal market in matters of consumer protection and on the amendment and supplementation of certain laws as amended by Act no. 284/2002 Coll. as amended later and Act no. 102/2014 Coll. on consumer protection in distance selling.
- 4) These business and complaint conditions become effective against the buyer upon conclusion of the purchase contract.
- 5) Before sending the order, the buyer will be asked to check the box to confirm that he has familiarized himself with these terms and conditions, read them, understood their content and agrees with them in their entirety.

Appendix 1

Instruction on exercising the buyer's right to withdraw from the purchase contract

- 1) *You have the right to withdraw from this purchase contract without giving a reason within 14 days. The period for withdrawing from the contract expires 14 days from the day when you or a third party designated by you, with the exception of the carrier, takes over the goods. When exercising the right to withdraw from the purchase contract, inform us of your decision to withdraw from this purchase contract by a clear statement (for example, by letter sent by post, fax or e-mail) to the address lace.cipka@gmail.com, JUDr. Andrea Kanoczová , Registered office: Laborecká 48, 066 01 Humenné. If you are interested, you can fill out and send a sample form for withdrawing from the purchase contract or any other clear declaration of withdrawal from the purchase contract electronically via our website. If you use this option, we will immediately confirm the withdrawal from the purchase contract by e-mail or on another durable carrier. The withdrawal period from the purchase contract is preserved if you send a notice of exercise of the right to withdraw from the purchase contract before the withdrawal period from the purchase contract expires.*

2) *In case of withdrawal from the purchase contract, we will return all payments you made in connection with the conclusion of the purchase contract, especially the purchase price, including the costs of delivering the goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest normal delivery method that we offer, nor to costs for additional services, if they were the subject of the contract and if they were fully provided. Payments will be returned to you without undue delay and in any case no later than 14 days from the day we receive your notice of withdrawal from this purchase contract. Their payment will be made in the same way that you used for your payment, unless you have expressly agreed to a different payment method, without charging any additional fees. Payment for the purchased goods will be made to you only after the returned goods have been delivered back to our address or upon presentation of a document evidencing the return of the goods, whichever occurs first. Send the goods back to us or bring them to the address of the company headquarters without undue delay and in any case no later than 14 days from the date of exercising the right to withdraw from the contract. The period is considered to be preserved if you send the goods back before the 14-day period has expired. You bear the direct costs of returning the goods. Please note that in the event of withdrawal from the purchase contract, you are responsible for any reduction in the value of the goods as a result of handling them between the time of delivery and the moment of their return in a manner other than that necessary to determine the nature, properties and functionality of the goods. **The consumer cannot withdraw from the contract, the subject of which is:***

- a) the provision of a service, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract after the full provision of the service, and if the full provision of the service has taken place,*
- b) the sale of goods or the provision of a service, the price of which depends on price movements on the financial market, which the seller cannot influence and which may occur during the period for withdrawing from the contract,*
- c) sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,*
- d) sale of goods that are subject to rapid deterioration or deterioration,*
- e) sale of goods enclosed in protective packaging, which are not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery,*
- f) sale of goods which, due to their nature, may be inseparably mixed with other goods after delivery,*
- g) the sale of alcoholic beverages, the price of which was agreed at the time of the conclusion of the contract, while their delivery can be carried out no earlier than 30 days later, and their price depends on the movement of prices on the market, which the seller cannot influence,*
- h) performing urgent repairs or maintenance that the consumer has expressly requested from the seller; this does not apply to service contracts and contracts the subject of which is the sale of goods other than spare parts necessary for repair or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not order these services or goods in advance,*
- i) sale of audio recordings, video recordings, audio-visual recordings or computer software sold in protective packaging, if the consumer has unpacked this packaging,*
- j) the sale of periodicals, with the exception of sales based on a subscription agreement and the sale of books not supplied in protective packaging,*

- k) provision of accommodation services for purposes other than housing, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and according to which the seller undertakes to provide these services at the agreed time or within the agreed deadline,*
- l) provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.*