

General Terms and Conditions of MOLPIR, s.r.o.

I. Identification of the Merchant

- 1.1 These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relations between the company:

Trade Name: MOLPIR, s.r.o.

Registered Office: SNP 129, 919 04 Smolenice, Slovak Republic

Registered in the Commercial Register of the District Court Trnava, Section: Sro, Insert No.: 1045/T

Company ID (IČO): 31431372

VAT ID (DIČ): 2020391560

VAT Registration Number (IČ DPH): SK2020391560

Bank Account: SK57 1100 0000 0026 2802 0575

The Seller is a VAT payer

(hereinafter also referred to as "Seller" or "Merchant") and any person purchasing products offered by the Seller.

- 1.2 Contact details of the Seller:

Email: obchod@molpir.com

Telephone Number: +421 2 431 912 18

- 1.3 Address for sending written documents, warranty claims, and contract withdrawals:

MOLPIR, s.r.o., Hrachová 30, 821 05 Bratislava, Slovak Republic

- 1.4 The Seller's physical store is located at:

Hrachová 30, 821 05 Bratislava, Slovak Republic

II. Definitions

- 2.1 For the purposes of these GTC, the Merchant defines the following terms:

- 2.2 **Merchant (Seller):** A person who, in connection with a Consumer Contract, an obligation arising from it, or a commercial practice, acts within their business activity or profession, including through another person acting on their behalf or on their account.

- 2.3 **Consumer:** A natural person who, in connection with a Consumer Contract, an obligation arising from it, or a commercial practice, does not act within their business activity or profession.

- 2.4 **Consumer Contract:** Any contract, regardless of its legal form, concluded between the Merchant and the Consumer.

- 2.5 **Online Store:** Equivalent to the terms "Electronic Store" and "Website."

- 2.6 **Buyer:** Any person (natural or legal entity) who purchases goods or services from the Seller either through the Seller's Website, via remote means, or in the Seller's physical store.

- 2.7 **User Interface:** The interface that appears for a given Buyer on the Website after entering login credentials into their User Account.

- 2.8 **User Account:** Information about a Website user, usually containing a chosen name, password, and personal settings. The User Account is always assigned to a single specific username.

- 2.9 **Durable Medium:** A means that allows the Buyer or the Merchant to store information addressed to the Buyer or the Merchant for a period corresponding to the purpose these details serve and in a way that enables unchanged reproduction and future use, such as a document, email, USB stick, CD, DVD, memory card, or hard drive.

III. Basic Provisions

- 3.1 These GTC regulate the legal relations between Buyer and the Seller.
- 3.2 Contractual relations (as well as other legal relationships that may arise from a contractual relationship) with Buyers who are Consumers are subject to the provisions of Act No. 108/2024 Coll. on Consumer Protection and amendments to certain laws in its valid wording and Act No. 40/1964 Coll. Civil Code in its valid wording.
- 3.3 Contractual relations (as well as other legal relationships that may arise from a contractual relationship) with Buyers who do not act as Consumers are subject to the provisions of Act No. 513/1991 Coll. Commercial Code in its valid wording.

IV. Orders and Contract Conclusion

- 4.1 The Buyer's proposal to enter into a contract (a purchase agreement, a service agreement, or a framework agreement) shall be constituted by the submission of an order by the Buyer, primarily through the use of the Website, or by other means.
- 4.2 A contract between the Buyer and the Merchant for an order placed via the Seller's Online Store is concluded at the moment of receipt of the order confirmation sent to the Buyer's email address provided during the ordering process. For an order placed through means other than the Online Store, the contract is concluded at the moment the Buyer provides written confirmation agreeing to the delivery terms, price, payment terms, retention of title, and these GTC.
- 4.3 For purchases in the Seller's physical store, the purchase contract between the Buyer and the Merchant is concluded at the moment the purchase price is paid.
- 4.4 In the event that the Buyer confirms in writing their agreement that their contractual relations with the Seller shall be governed by the terms of these General Terms and Conditions and the Complaints Procedure also in the future, a framework agreement shall be deemed concluded between the contracting parties at the moment of such confirmation.
- 4.5 The minimum order requirements for orders placed outside the Online Store include:
- a) complete and accurate Buyer details, including billing address and shipping address
 - b) Buyer contact details – phone, fax, email
 - c) clear specification of the goods or services ordered, including quantity
 - d) method of collection/delivery of goods/services
 - e) for business entities, also Company ID (IČO), VAT ID (DIČ), VAT Registration Number (IČ DPH) if applicable, and, for first-time transactions, an extract from the Commercial Register or Trade License.
- 4.6 Order cancellation is only possible if the order has not yet been accepted and confirmed by the Seller. Cancellation requests must be submitted in writing to obchod@molpir.com and must be confirmed in writing by the Seller.

- 4.7 The Seller reserves the right to request additional confirmation of an order, depending on its nature, or to refrain from confirming an order in cases of obvious typographical errors regarding price, description, or product images. The Seller also reserves the right to refuse an order if the product is no longer manufactured or supplied, the delivery time is significantly longer than expected, or the price of the product or service has significantly changed.
- 4.8 For orders placed via the Online Store, before submitting the order, the Buyer must confirm that they have read and accepted these GTC and the Seller's Warranty policy as valid at the time of ordering.
- 4.9 In the event that an order is placed by means other than through the Online Store, the Buyer shall be informed of these General Terms and Conditions via a link included in the order confirmation, and shall subsequently be requested to express their agreement with these General Terms and Conditions and the Seller's Warranty Policy, as in effect at the time the order is received. This shall not apply if the Buyer has concluded a framework agreement with the Seller pursuant to Article IV, Clause 4.4.

V. Duration of the Contract

- 5.1 The contract is concluded for a definite period, terminating primarily upon fulfillment of all obligations of the Seller and the Buyer, particularly by delivery and payment for products or provision of services under the concluded contract. This provision does not affect the Buyer's rights under the statutory liability of the Merchant for defects in products. The framework agreement pursuant to Article IV, Clause 4.4 shall be concluded for an indefinite period.
- 5.2 The Seller shall be entitled to withdraw from the contract or from an individual order placed via the Internet store or otherwise for the following reasons:
- a) the Buyer, despite a written call by the Seller, is in delay of fulfilling its obligations under these GTC for more than 15 days,
 - b) the goods are sold out,
 - c) the goods are unavailable to order,
 - d) the manufacturer, importer, or supplier of the ordered goods has suspended or discontinued production, import, or supply of the goods for an indefinite or long period, as a result of which the Seller is unable to fulfill its obligation to deliver the ordered goods to the Buyer on time,
 - e) due to an obstacle that arose independently of the Seller's will and prevents it from fulfilling its obligations, if it is not possible to reasonably expect that the Seller would avert or overcome this obstacle or its consequences, nor that it could have foreseen such obstacle when the obligation arose.
- 5.3 The Buyer is entitled to withdraw from an order placed via the Internet store or otherwise if, despite a written call by the Buyer, the Seller is in default of fulfilling its obligations under these GTC for more than 15 days.
- 5.4 If either party withdraws from the contract, the contractual relationship ends upon delivery of the written notice of withdrawal to the other contractual party.
- 5.5 The framework agreement pursuant to Article IV, Clause 4.4 may be terminated by either contracting party by delivering a written notice of termination, without the need to state any reason. The notice period shall be one month and shall commence on the day following the delivery of the notice to the other contracting party.

VI. Purchase Price – Information on the Purchase Price

- 6.1 The price of goods and services ordered via the Seller's Website (hereinafter "Purchase Price") is stated separately for each product and is valid at the time the Buyer creates the order. The purchase price of goods and services ordered by other means than the Internet store will be specified by the Seller upon inquiry. The purchase price for goods and services in the physical store is indicated on the labels next to each product.
- 6.2 The Purchase Price of goods or services indicated on the Seller's Website is the total price of such goods or services including all taxes, and it is clearly displayed on the Seller's Website.
- 6.3 In the event of goods or services ordered by other means than via the Internet store, the Seller requires payment in cash upon receipt or full payment in advance of the proforma invoice if:
- a) from the Seller's point of view, it is a new Buyer with whom the Seller has not previously had a commercial relationship, typically for the first three orders of goods,
 - b) the order concerns specialized goods produced to the Buyer's specifications or custom-made goods,
 - c) at the time the Buyer is able to pick up the goods, the Buyer has overdue invoices with the Seller whose due date has passed.
- 6.4 Unless otherwise agreed, an invoice and delivery note are sent with the goods, where the invoice is a proper tax document issued in accordance with applicable Slovak legal regulations.
- 6.5 The invoice is due 30 days after the date of issuance unless otherwise agreed between the contracting parties.
- 6.6 If the Buyer fails to pay the proforma invoice by the due date, the Seller is entitled to withdraw from the contract, thereby terminating the contractual relationship between the Seller and Buyer.
- 6.7 Should the Buyer fail to pay the agreed Purchase Price in a timely and proper manner, the Seller becomes entitled to interest on arrears at a rate of 0.05% per day on the outstanding sum, up to the date of full payment of the Purchase Price.

VII. Delivery of Products and Provision of Services

- 7.1 If the Buyer has chosen to pay for the order by cash on delivery, the Seller is obliged to fulfill the order and deliver the products to the Buyer within no more than 30 days from the date of conclusion of the contract under Article IV(4.2) et seq. of these GTC.
- 7.2 If the Buyer selected a payment method other than cash on delivery for the order, and unless otherwise agreed by the contracting parties, the Seller is obliged to fulfill the order and deliver products or provide services to the Buyer within 30 days from the date of contract conclusion under Article IV(4.2) et seq. of these GTC, as well as payment of the full order price to the Seller. In the event of the conclusion of a framework agreement pursuant to Article IV, Clause 4.4, the Seller shall, unless otherwise agreed by the contracting parties, be obliged to deliver the products or provide the services to the Buyer within a period not exceeding 30 days from the date of order confirmation.
- 7.3 Goods that are in the Seller's stock at the time the order is received are normally dispatched to the Buyer within 2 working days. The delivery of goods not in stock is confirmed by the Seller after obtaining delivery deadlines from its suppliers.

VIII. Transfer of Ownership, Retention of Title, and Restrictions on Dealing with the Goods

- 8.1 For orders placed via the Internet store, title to the sold item and the risk of accidental damage, accidental deterioration, and loss of the item pass to the Buyer at the moment of delivery.
- 8.2 For orders placed by other means than via the Internet store, ownership of the sold item is transferred to the Buyer at the moment of delivery, but not before the full Purchase Price is paid. The risk of accidental damage, accidental deterioration, and loss of the item passes to the Buyer at the moment of delivery. Additionally, until payment of the full Purchase Price, the Buyer is not entitled in any way to further sell, transfer, rent, lend, encumber, or otherwise dispose of the goods purchased from the Seller. The Buyer may, however, even before payment of the Purchase Price, integrate or install the goods into other items, whether belonging to the Buyer or a third party, provided that:
- a) the Buyer does not hand over such goods to a third party, nor execute its sale, transfer, rental, encumbrance, or other disposition; and
 - b) clearly marks that the goods purchased from the Seller remain, until the Purchase Price is paid, the property of the Seller.
- 8.3 In the case of a purchase made in the Seller's physical store, ownership of the sold item and the risk of accidental damage, accidental deterioration, and loss of the item pass to the Buyer at the moment of payment of the Purchase Price and takeover of the goods.
- 8.4 If the Buyer violates its obligations under Article 8.2, the Buyer is obliged:
- a) to inform the third party that the goods which they are receiving, buying, renting, or in favor of which the goods are being encumbered, are still owned by the Seller; and simultaneously
 - b) to pay the Seller a contractual penalty for each individual violation of obligations in the amount of EUR 3,000 + 100% of the purchase price of the goods, payable within 15 days from the date the Seller sends the request for payment of said penalty.

IX. Shipping – Methods of Delivering Products and the Shipping Fee

- 9.1 The Purchase Price for goods or services does not include transportation costs or other costs related to the delivery of products. In the event of an order placed via the Website, the Seller calculates these additional costs during the order process. For an order placed by other means than via the Website, the Seller provides the shipping costs in writing upon receipt of the order from the Buyer.
- 9.2 The shipping methods and fees for delivering the ordered products or services are as follows:
- 9.3 Shipping Methods:
- a) Courier service
 - b) Personal collection
- 9.4 Shipping Fees:
- a) The fee for courier delivery is determined according to the valid price list of the Seller, which is published at www.shop.molpir.sk
 - (b) The fee for personal collection at the Seller's premises is 0 EUR.
- 9.5 If an order is placed by other means than via the Website, the Seller and Buyer will agree separately on the method of delivery and the delivery fee.

X. Payment Methods

- 10.1 To purchase goods and services on the Seller's Website, the following payment methods can be used:
- a) Cash on delivery, if delivered to an address – the cash-on-delivery fee per the valid price list of the courier service
 - b) Payment upon personal collection in the store – fee 0 EUR.
 - c) Bank transfer to the account on the basis of a proforma invoice issued by the Seller – fee 0 EUR.
- 10.2 If an order is placed by means other than via the Website, the Seller and the Buyer will always agree on the payment method separately.
- 10.3 For a purchase in the Seller's physical store, the Buyer may pay in cash or by payment card.

XI. Warranty Conditions Applicable to Legal Entities and Sole Proprietors

- 11.1 The warranty period for goods delivered or services provided by the Seller is 12 months.
- 11.2 The warranty period for used goods and for used spare parts is 6 months.
- 11.3 Warranty Conditions:
- a) The Seller provides a warranty for the quality of the delivered goods or services, i.e., that the goods or services will retain their agreed or usual characteristics and functional capabilities.
 - b) Natural (i.e., normal) wear and tear and damage to goods as a result of improper use or excessive strain by the Buyer are not covered by the warranty.
 - c) The Seller does not provide the Buyer with a warranty for the quality of delivered goods if the defects that have occurred arose in one of the following ways:
 - i. Despite a written warning in the operating instructions for the goods, the delivered goods were handled in an improper or prohibited manner or were subjected to excessive stress.
 - ii. After the goods were delivered to the Buyer, modifications were carried out on the goods without the Seller's prior written consent.
 - iii. The warranty for quality is also not provided if the defects were caused by improper or unprofessional installation, failure to adapt the goods' installation to particular design characteristics, or installation carried out contrary to the Seller's instructions.
- 11.4 Unless otherwise agreed, the warranty period begins on the date the goods are delivered or the services are provided.
- 11.5 After a successful repair or replacement delivery of goods or a repair of services, the original warranty is neither extended nor renewed.
- 11.6 If goods are purchased in the Seller's physical store, the Buyer is obliged to check the completeness of the delivery and the functionality of the purchased goods on the spot, and any discovered defects must be reported to the Seller immediately. Otherwise, it is assumed that the goods are free of defects and approved by the Buyer.
- 11.7 If any defect is found in the goods, the Buyer is obliged to report this defect immediately to the Seller, either (i) by sending a notice to the address of the physical store noted above or (ii) in person at the Seller's physical store.

- 11.8 If it is a case of installing goods, for example in a construction machine, where it would require extraordinary expenses to bring the goods directly to the Seller's physical store for a warranty claim, the Buyer must contact the Seller's warranty department to arrange the method, place, and date of inspection of the defective goods and any repair directly on site at the Buyer's premises (e.g., at the machine's location), including concluding an agreement with the Seller on sharing the costs of such a warranty service intervention on the goods outside the usual place for receiving warranty claims.
- 11.9 If any defect of the delivered goods arises during the warranty period, the Seller must, at its own expense and by a method chosen by the Buyer, properly remove the claimed defect. If it is not possible to remove the claimed defect in the goods, the Seller undertakes to deliver replacement goods for the returned defective goods, or, by mutual agreement with the Buyer, to grant the Buyer an appropriate discount on the purchase price.
- 11.10 Unless otherwise agreed, for the purposes of a warranty claim, the Buyer must deliver the goods without undue delay to the Seller's physical store at their own expense. The Seller is not obliged to reimburse the Buyer for any costs associated with the warranty claim, including, but not limited to, the cost of delivering the goods to the Seller's physical store or dismantling the goods.
- 11.11 If the Seller evaluates a warranty claim submitted by the Buyer as unjustified, the Buyer, upon the Seller's request, must reimburse the Seller the costs for diagnostics amounting to 10% of the purchase price of the goods complained about, at least 10 EUR.
- 11.12 The Seller is entitled to retain the claimed goods and refuse to return them to the Buyer until the costs of diagnostics under section 11.11 have been paid.
- 11.13 If the Seller evaluates the warranty claim submitted by the Buyer as justified, the Seller bears the cost of returning the repaired or replaced goods back to the Buyer.
- 11.14 The existence of any defects in the delivered goods does not relieve the Buyer of the obligation to pay the agreed Purchase Price to the Seller—i.e., the Seller's right to receive payment of the agreed Purchase Price remains.
- 11.15 The Buyer's rights to have the Seller remove a defect in the goods expire if they are not exercised during the warranty period. The Seller may provide the Buyer with an additional warranty for the quality of delivered goods. In such a case, the Seller will issue the Buyer a written confirmation stating the identification of the Seller, identification of the goods to which the warranty applies, and possibly any additional conditions of the warranty and the procedure that the Buyer must follow to receive the warranty performance. If such conditions are not specified, it is assumed that the warranty conditions under this article of the GTC apply correspondingly.
- 11.16 To the maximum extent permitted by law, the Seller limits its liability for damages caused by a defect in the goods to at most 100% of the purchase price of the goods. The Seller is not liable for indirect or consequential damages caused by a defect in the goods.

XII. Warranty Conditions for Consumers

- 12.1 The warranty period for goods delivered by the Seller and services provided is 24 months.
- 12.2 The warranty period for used goods delivered by the Seller and for used spare parts is 12 months.
- 12.3 Warranty Conditions:
- a) The Seller provides a warranty for the quality of delivered goods and services, i.e., that the goods/services retain their agreed or usual characteristics and functional capabilities.

- b) Normal wear and tear and damage to goods arising from improper use or excessive stress are not covered by the warranty.
- c) The Seller does not provide the Buyer with a warranty for the quality of delivered goods if the defects that have occurred in the goods arose in one of the following ways:
 - i. The delivered goods were handled improperly or subjected to excessive stress, despite a written warning stated in the operating instructions.
 - ii. After delivery of the goods to the Buyer, modifications were made to the goods without the manufacturer's prior written consent.
 - iii. The warranty for quality also does not apply if the defects were caused by improper or unprofessional installation, failure to adapt the installation of the goods to the specific construction characteristics in question, or installation performed contrary to the Seller's instructions.

- 12.4 The warranty period begins on the day the goods are taken over by the Buyer.
- 12.5 The period from the moment a warranty claim is made until the day the Buyer is required to collect the repaired goods from the Seller after the repair is completed does not count towards the warranty period.
- 12.6 The Seller undertakes to issue the Buyer a confirmation stating when the Buyer claimed his right to complain about the goods, when the Seller performed the repair, and how long the repair of the claimed defect took.
- 12.7 If the Seller provides a free replacement of the claimed goods or any part thereof, a new warranty period begins for such replaced goods on the date they are taken over by the Buyer.
- 12.8 If goods are purchased at the Seller's physical store, the Buyer is obliged to check completeness and total quantity of the purchased goods directly on site.
- 12.9 If any defect of the goods or services occurs, the Buyer is obliged to report this defect to the Seller without delay.
- 12.10 If it involves installation of goods, e.g., into a construction machine, where it would require extraordinary expense to bring the goods to the Seller directly, the Buyer must contact the Seller's warranty department to agree on the method, place, and date for inspecting the defective goods and any subsequent repair directly on site at the Buyer's location (i.e., at the location of the machine/device), and to conclude an agreement with the Seller on dividing the costs of such a warranty service intervention on the goods outside the usual place of receiving warranty claims.
- 12.11 If a removable defect occurs in the delivered goods or services during the warranty period, the Seller undertakes to remove the defect without undue delay, free of charge, and properly. Instead of defect removal, the Buyer may demand that the goods be exchanged for identical goods without defects, or that a defective part be replaced, unless that would impose disproportionate costs on the Seller given the price of the goods or the severity of the defect.
- 12.12 The Seller may always, instead of removing the defect, replace the claimed defective goods with identical, new goods without defects if that does not cause serious difficulties to the Buyer.
- 12.13 If an irreparable warranty defect arises in the claimed goods that prevents the Buyer from using them properly, the Buyer has the right to request a free replacement of the claimed goods with identical, defect-free goods, or the right to withdraw from the contract. If other irreparable warranty defects arise

in the claimed goods that are negligible, the Buyer is entitled to an appropriate discount on the purchase price.

- 12.14 For the purpose of removing the defect in the delivered goods, the Buyer undertakes to hand over the claimed goods to the Seller without undue delay so they can be repaired or replaced.
- 12.15 The existence of any defects in the delivered goods does not relieve the Buyer of the obligation to pay the Seller the agreed purchase price, i.e., the Seller's claim to the agreed purchase price remains preserved. However, the Buyer may refuse to pay the purchase price until the defects are removed, as long as the Buyer was not already in default at the time the defects were asserted.
- 12.16 The Buyer's rights to require the Seller to remove a defect expire if not exercised during the warranty period.

XIII. Instructions for Installation and Operation of Goods

- 13.1 The installation of goods must always be carried out in accordance with the installation manual provided with the goods or the instructions for the operation of the goods, and in accordance with the type approval of the goods, if available for the given goods. If valid Slovak legislation requires a mandatory entry for certain types of goods installation in the vehicle's registration certificate, the Buyer is obliged to make that entry regarding the installation in the technical certificate of the vehicle.
- 13.2 If the Seller supplied goods to the Buyer along with the corresponding operating manual, that manual is binding on the Buyer. Therefore, the Buyer is only entitled to put the delivered goods into operation and use them in accordance with the operating instructions.
- 13.3 If the Buyer acts contrary to the instructions for installation or the operating instructions for the goods, there is a real risk of damage to persons and property due to such improper use or operation of the goods. In such a case, the Seller assumes no liability for any damages caused to the property of the Buyer and/or third persons, or for any damages to health, or for consequential damages. The Buyer alone bears full liability for damages in such a scenario.
- 13.4 The Seller is also not liable for any defects caused by wear and tear of certain parts of the delivered goods if they are considered consumables, such as filters, compressor drive belts, or other components of the goods.

XIV. Recycling

- 14.1 The Seller carries out the take-back of used goods intended for ecological disposal. The Buyer may deliver such goods at no cost to the Seller's physical store if the Buyer can show proof of purchase of these goods directly from the Seller.
- 14.2 The Seller may refuse to take back goods for disposal if the returned goods do not contain the main components (i.e., it is merely residual waste) or if the goods are contaminated in a way that poses health or safety hazards for the Seller's employees.
- 14.3 The Seller carries out the take-back of goods for ecological disposal for the following commodity groups: electrical and electronic equipment, and batteries.

XV. Consumer's Right to Withdraw from the Contract Without Giving a Reason

- 15.1 The Consumer is entitled to withdraw from a contract concluded at a distance or from a contract concluded outside the Merchant's business premises without giving a reason within the deadline specified in Article XVI, points 16.1 to 16.3 of these GTC, except for a contract whose subject matter is:

- a) Provision of services, if the service has been fully provided and the service began before the expiration of the period for withdrawal from the contract with the Consumer's express consent, and the Consumer declared that they were duly informed that by giving such consent they lose the right to withdraw from the contract once the service has been fully provided, if under the contract the Consumer is obliged to pay the price,
- b) Delivery of goods made according to the Consumer's specifications or goods made to measure,
- c) Delivery of goods in protective packaging, which for health or hygiene reasons cannot be returned if the protective packaging has been opened after delivery,
- d) Delivery of goods that, due to their nature, may be inextricably mixed with other goods after delivery,
- e) Performance of urgent repairs or maintenance during a visit to the Consumer's residence, which the Consumer expressly requested from the Merchant; this does not apply to a contract whose subject is the provision of a service other than repair or maintenance, or to a contract whose subject is the delivery of goods other than spare parts necessary for the repair or maintenance, if such contracts were concluded during a visit by the Merchant to the Consumer's residence and the Consumer did not order these goods or services in advance.
- f) Delivery of audio recordings, video recordings, audiovisual recordings, or software in protective packaging, if the packaging was opened after delivery.

XVI. Exercising the Consumer's Right of Withdrawal From a Distance Contract and a Contract Concluded Outside the Merchant's Premises

- 16.1 The Consumer may withdraw from a distance contract or a contract concluded outside the Merchant's business premises within 14 days from the day:
- a) the Consumer takes over the goods pursuant to Article 16.4
 - b) of conclusion of the contract, whose subject is the provision of services.
- 16.2 The goods are considered taken over by the Consumer the moment the Consumer or a third party designated by him or her (other than the courier) physically takes possession of all parts of the ordered goods, or if:
- c) the Consumer has ordered multiple types of goods in a single order, and they are delivered separately, at the moment of receiving the goods which was delivered last,
 - d) goods consisting of multiple parts or pieces are delivered, at the moment of taking over the last part or piece,
 - e) goods are delivered repeatedly over a certain period, at the moment of taking over the first delivered goods.
- 16.3 The Consumer may withdraw from a distance contract or a contract concluded outside the Merchant's business premises for the delivery of goods even before the start of the period for withdrawal from the contract.
- 16.4 The Consumer can exercise the right of withdrawal from a distance contract or a contract concluded outside the Merchant's business premises in written form or in the form of a record on another durable medium. If the contract was concluded orally, any unequivocally formulated statement by the

Consumer expressing the Consumer's will to withdraw from the contract (hereinafter "notice of withdrawal from the contract") is sufficient. The Consumer may use a sample withdrawal form.

- 16.5 The withdrawal period in Article 16.1 is considered maintained if the Consumer sends the notice of withdrawal from the contract to the Merchant at the latest on the last day of the period.
- 16.6 The Consumer may withdraw from the contract only with respect to a specific product or products if the Merchant delivered or provided multiple products under the distance contract or the contract concluded outside the Merchant's business premises.
- 16.7 The burden of proof for exercising the right of withdrawal lies with the Consumer.

XVII. Rights and Obligations of the Consumer – Buyer After Withdrawing from the Distance Contract and the Contract Concluded Outside the Merchant's Business Premises

- 17.1 The Consumer is obliged to send back the goods or hand them over to the Merchant or a person authorized by the Merchant to take over the goods within 14 days from the date of withdrawal from the distance contract or the contract concluded outside the Merchant's premises. This does not apply if the Merchant proposes to collect the goods personally or through a person designated by the Merchant. The period set in the first sentence shall be deemed to have been observed if the Consumer sends the goods to the Merchant at the latest on the last day of the period.
- 17.2 When withdrawing from a distance contract or a contract concluded outside the Merchant's premises, the Consumer bears only the cost of returning the goods to the Merchant or to a person designated by the Merchant to take over the goods.
- 17.3 The Consumer is responsible for any reduction in the value of the goods resulting from handling them in a way that goes beyond what is necessary to determine their nature, characteristics, and functionality.
- 17.4 By exercising the right of withdrawal from a distance contract or a contract concluded outside the Merchant's premises under Article 16.1, the Consumer does not incur any obligations or costs beyond those specified in Articles 17.1, 17.3, and the obligation to pay additional costs under Article 18.3.

XVIII. Rights and Obligations of the Merchant After the Consumer Withdraws From a Distance Contract or a Contract Concluded Outside the Merchant's Business Premises

- 18.1 The Merchant is obliged to return all payments received from the Consumer under or in connection with the distance contract, contract concluded outside the Merchant's premises, or supplementary contract, including transport, delivery, postage, and other costs and fees, within 14 days from the date the Merchant received the Consumer's notice of withdrawal from the contract.
- 18.2 The Merchant is obliged to return payments to the Consumer under Article 18.1 proportionally to the extent of the withdrawal, if the Consumer did not withdraw from the entire distance contract or the entire contract concluded outside the Merchant's premises. The Merchant cannot charge the Consumer any additional costs for transport, delivery, postage, or other costs and fees.
- 18.3 The Merchant is not obliged to reimburse the Consumer for additional costs if the Consumer expressly chose a method of delivery other than the least expensive common delivery method offered by the Merchant. "Additional costs" means the difference between the costs of delivery chosen by the Consumer and the costs of the least expensive common method of delivery offered by the Merchant.
- 18.4 In the case of withdrawal from a distance contract or a contract concluded outside the Merchant's premises, whose subject is the delivery of goods, the Merchant is not obliged to return any payment to the Consumer under Article 18.1 before the goods are delivered back to the Merchant or before the

Consumer proves that he or she has sent the goods back to the Merchant, unless the Merchant proposes to collect the goods personally or through a person authorized by the Merchant.

- 18.5 The Merchant is obliged to refund all payments under Article 18.1 using the same method the Consumer used, unless the Merchant and the Consumer agree otherwise, provided that no additional fees will be charged to the Consumer in connection with such a refund.
- 18.6 The Merchant is obliged to arrange collection of the goods at its own expense within the period mentioned in Article 18.1, if, under a contract concluded outside the Merchant's premises, the goods were delivered to the Consumer's home at the time the contract was concluded, and given the nature of the goods, it is not possible to return them to the Merchant by post.

XIX. User Account

- 19.1 During registration on the Website, the Buyer must provide all data correctly and truthfully. The data in the User Account must be updated by the Buyer whenever it changes. The data provided by the Buyer in the User Account is considered correct by the Seller.
- 19.2 Access to the User Account is secured by a username and password. The Buyer must maintain confidentiality concerning the information required to access their User Account.
- 19.3 The Buyer is not authorized to allow any third party to use the User Account.
- 19.4 The Seller may cancel the User Account if the Buyer has not used it for a longer period or if the Buyer violates its contractual obligations (including these GTC).
- 19.5 The Buyer acknowledges that the User Account may not be available continuously, especially with regard to necessary maintenance of the Seller's hardware and software, or necessary maintenance of third-party hardware and software.

XX. Supervisory Authority

- 20.1 The appropriate authority supervising legal compliance in the field of Consumer protection is:

Slovak Trade Inspection (SOI) for the Trnava Region

Pekárska 23, 917 01 Trnava 1

Department of Supervision

Tel. +421 (0)33 321 25 27, +421 (0)33 321 25 21

Website link for filing complaints:

<https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

XXI. Alternative Dispute Resolution

- 21.1 If the Consumer is not satisfied with the way the Seller handled his or her complaint or believes that the Seller has violated the Consumer's rights, the Buyer has the right to approach the Seller with a request for remedy. If the Seller responds to the request by rejecting it, or fails to respond within 30 days of its dispatch by the Consumer, then under Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer disputes and on amendments and supplements to certain laws in its valid wording, the Consumer has the right to submit a proposal for the initiation of alternative dispute resolution. The relevant entity for out-of-court resolution of Consumer disputes with the Seller is the Slovak Trade Inspection (contact details can be found at <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>), or another authorized legal person registered in the list of subjects for

alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/> or directly at <https://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>).

The Consumer has the right to choose which of the listed alternative dispute resolution entities to contact. The Consumer may submit a proposal for alternative resolution of a consumer dispute using the online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/> or directly at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. Alternative dispute resolution may be used only by a Buyer who is a Consumer when concluding and fulfilling the contract. Alternative dispute resolution only concerns a dispute between a Consumer and the Seller that arises from or is related to a Consumer Contract. Alternative dispute resolution only applies to distance contracts. The alternative dispute resolution entity may reject a proposal if the quantifiable value of the dispute does not exceed 20 euros. The ADR entity may request a fee from the Consumer for starting an alternative dispute resolution up to a maximum of 5 euros including VAT.

- 21.2 All further information regarding the alternative resolution of disputes between the Seller and the Buyer–Consumer arising from or related to a Consumer Contract is available on the Ministry of Economy’s Website www.mhsr.sk and in Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes, as amended.

XXII. Information on Adopted Codes

- 22.1 The Merchant informs Consumers that there are no special relevant codes of conduct to which the Seller is bound in terms of compliance. A code of conduct is understood to be an agreement or set of rules defining the behavior of the Seller who has committed to follow this code of conduct in relation to one or more specific commercial practices or commercial sectors, if not set by law or any other legal or administrative measure, and stating how the Consumer may become familiar with them or obtain their text.

XXIII. Consumer Product Reviews

- 23.1 The Merchant does not monitor or limit product reviews solely to persons who purchased the product from the Merchant.

XXIV. Final Provisions

- 24.1 These GTC, as well as the contractual relationships established thereby, shall be governed by Slovak law. Any disputes between the Seller and the Buyer arising out of or in connection with the contractual relationships established by these GTC shall be subject to the exclusive jurisdiction of the Slovak courts.
- 24.2 The Seller reserves the right to amend these GTC. The obligation to provide written notification of a change to these GTC is fulfilled by publishing them on the Seller’s Website. In the event of any changes to the GTC, the relationship between the Buyer and the Seller shall be governed by the GTC valid and effective at the time the contract was concluded, until its termination.
- 24.3 A part of these GTC is the Seller’s Warranty policy and the principles and instructions on the protection of personal data on this Website. These documents — the Warranty policy and the principles and instructions on personal data protection for this Website — are published on the Seller’s Website.
- 24.4 These GTC come into force and effect upon their publication on the Website and posting in the Seller’s physical store on March 1, 2025.