

## General Terms and Conditions

### 1. General Provisions

The following trade and complaint terms regulate the rights and obligations of contractual parties, which are the result of a purchase agreement entered into between the selling party: ProFound Bratislava s.r.o. (hereinafter referred to as “Seller”) and the purchasing party. The subject of this contract is the purchase and sale of goods through an internet page of the electronic shop of the Seller.

#### Seller Details:

ProFound Bratislava s.r.o., seat: Pestovateľská 2, 821 04 Bratislava – district Ružinov, CID: 50044818, registered in the Commercial Register of District Court Bratislava I, section: sro, insert no. 107198/B

Tax ID: 2120150582

VAT ID: SK2120150582

Email: [office@profound.sk](mailto:office@profound.sk)

#### Overseeing Body:

Slovak Trade Inspection (SOI)

The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava

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

Phone: 02/58271 172, 02/58272 104, fax: 02/ 58271 170

<http://www.soi.sk>

1.1 These trade and complaint terms in the form valid on the day of entering into the purchase agreement constitute an indelible part of the purchase agreement. In case of entering into the purchase agreement in writing, in which terms and conditions different to the ones laid out in these terms and conditions, are agreed upon, the provisions of the purchase agreement take precedence over these terms and conditions. Newly-agreed-upon terms and conditions shall not be in violation of other legal regulations (shorter period for returning of goods, warranty etc.)

1.2 For the purposes of the terms and conditions, a complementary agreement is an agreement, wherein the purchasing party gains goods or has a service rendered, which is connected with the subject of that purchase contract, as long as the supplied goods or services rendered by the Seller or third party are agreed upon within their contract.

1.3 The listed purchase price for the goods on any internet webpage of the electronic store, which is maintained by the Seller, contains the VAT in the allotted amount pursuant to the valid legal regulations of the Slovak Republic. It does not include the shipping fee or other additional services. All trade and miscellaneous special offers are valid until the stock is sold out, if not specified otherwise for the selected goods.

1.4 The Seller reserves the right to alter the price of goods listed on the webpage of the electronic store run by the Seller at any time. Such a change has no effect on purchase contracts entered into prior to such a change, regardless of whether the goods have been delivered at that point or not.

## 2. Method of Entering Into Purchase Agreement

2.1 The purchase agreement is entered into based on a proposal, which is sent by the purchasing party to the Seller as a filled-in and sent form via the internet page of the Seller, to whom the proposal is sent. The subject of the agreement is the transfer of

rights for a fee to the goods marked by the purchasing party for the purchase price and under the terms laid out in this order (hereinafter referred to as “Order”).

2.2 After the Order is sent, an automatically generated message will be sent regarding the reception of the Order into the electronic system of the Seller (hereinafter referred to as “Order Confirmation”). If needed, all additional information regarding the Order may be sent to the email address of the purchasing party.

2.3 The Order Confirmation contains information that the Seller received the order, however, it does not constitute an acceptance of the proposal to enter into the purchase agreement.

2.4 Thereafter, the email address of the purchasing party will receive notification of whether or not the order of the purchasing party is accepted (hereinafter referred to as “Order Acceptance”). The contents of the Order Acceptance are the name and description of goods, which are the subjects of the purchase agreement, information regarding price of goods and/or other services, information regarding the expected date of delivery, name and other details about place, where the goods are to be delivered and information regarding terms, means, price and date of preparing the goods at the agreed upon place of delivery for the purchasing party, furthermore details regarding the Seller, such as business name, seat, CID etc. The notification may contain other necessary information.

2.5 Entering into the purchase agreement occurs upon delivery of Order Acceptance in electronic or written form.

2.6 The Seller has informed the purchasing party clearly, definitely, understandably and indisputably about the pre-contractual information regarding the terms of claims, payment, trade, transport and others as follows:

- About the properties of the goods or services in detail that is appropriate to the used channel of communication and informed about the goods or service on the respective catalogue page of the electronic shop of the Seller,
- About the business name and seat of the Seller, informed on the respective webpage tab of the electronic store of the Seller and in art. 1 of these terms and conditions, available on the appropriate tab of the electronic store of the Seller,
- About the phone number of the Seller and other data relevant to facilitate contact between the Seller and purchasing party, especially email address and fax details, when applicable, on the appropriate webpage tab of the electronic store of the Seller and in art. 1 of these terms and conditions, available on the appropriate tab of the electronic store webpage of the Seller,
- About the address of the Seller, where the purchasing party may file a claim or complaint regarding goods or service, as stipulated in art. 1 of these terms and conditions, available on the appropriate tab of the electronic store webpage of the Seller,
- About the total price of the goods or service, including VAT and all other taxes or, in case the price cannot be determined due to the nature of the goods or service beforehand, the means of calculating such price, as well as shipping fees, delivery, postage and other costs and fees, or, if such costs and fees cannot be determined beforehand, then about the fact that the purchasing party will be obligated to pay such, informed on the appropriate catalogue page of the electronic store webpage of the Seller,
- About the payment terms, delivery terms, the period in which the Seller is obligated to deliver the goods or render the service, about information, processes of applying for and processing a claim, complaints and requests of

the purchasing party to be informed in the appropriate articles of these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,

- About the information and rights of the purchasing party to withdraw from the purchase agreement, about the terms, period and process of applying the right to withdraw from the purchase agreement, informed in art. 10 of these terms and conditions, which are placed on the appropriate tab of the website of the electronic store of the Seller
- About providing the form for withdrawing from the purchase agreement, informed in art. 10 and in the attachment to these terms and condition, which are placed on the appropriate tab of the website of the electronic store of the Seller; the Seller, at the same time, providing a separate form for withdrawing from the purchase agreement in the attachment to these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller
- About the information, that if the purchasing party withdraws from the purchase agreement, they will bear the costs connected with the return of goods to the Seller pursuant to § 10 art. 3 act no. 102/2014 Coll. on the protection of the consumer during sale of goods or rendering services based on a contract entered into remotely or contract entered into outside of branch or premises of the Seller, as amended (hereinafter referred to as “Remote Purchase Consumer Protection Law”), and if the purchasing party withdraws from the purchase agreement, the costs of returning the goods, which are not returnable by post due to their nature, informed in art. 10 of these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,

- About the responsibility of the purchasing party to pay the Seller the price for actual performance pursuant to § 10 art. 5 of the Remote Purchase Consumer Protection Law, if the purchasing party withdraws from the agreement about services after having expressly given permission to the Seller pursuant to § 4 art. 6 of the Remote Purchase Consumer Protection Law, informed in art. 10 of these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the circumstances, under which the purchasing party loses the right to withdraw from the agreement, informed in art. 10 of these terms and conditions, which are placed on the appropriate tab on the electronic store of the Seller,
- About the awareness and responsibilities of the Seller in case of damaged goods or defective services under § 622 and 623 of the Civil Code, informed in art. 8 of these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the existence and details of warranty provided by the manufacturer or Seller under stricter conditions than § 502 Civil Code, if the warranty is provided by the manufacturer or the Seller, as well as information and the existence and terms of assistance and services rendered to the purchasing party after the sale of the goods or services rendered, if such assistance is given, informed on the appropriate catalogue page of the electronic store of the Seller and in art. 9 of these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the existence of applicable codices of integrity, which the Seller has vowed to adhere to, and of a way, in which the purchasing party may make

themselves familiar with the code or procure access thereto, informed on the appropriate catalogue page of the electronic store of the Seller,

- About the contract period, if the contract in question is a contract for a definite period; if the contract in question is for an indefinite period or if it is a contract with an automatic prolongation of its validity, about the added information of the terms of terminating the contract, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, placed on the appropriate tab of the electronic store of the Seller,
- About the minimal length of the commitment of the purchasing party pursuant to the purchase agreement, if such a commitment arises from the purchase agreement, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the obligation of the purchasing party to pay a downpayment or provide other financial security upon the request of the Seller and about the terms, which are applicable to such security, if such a commitment arises from the purchase agreement for the purchasing party, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the functionality, including usable technical safety measures to secure electronic content, where appropriate, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,

- About the compatibility of the electronic content with hardware and software, which the Seller is aware of, or may reasonably be expected to be aware of, if applicable, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the possibility and terms of settling disputes outside of court via an alternative dispute resolution system, if the Seller agreed to use this system, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, placed on the appropriate tab of the electronic store of the Seller,
- About the necessary actions to enter into the purchase agreement in such a way, that these necessary actions are described in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller,
- About the fact that the purchase contract shall be stored in electronic form by the Seller and is available to the purchasing party following a written request of the purchasing party, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which have placed on the appropriate tab of the electronic store of the Seller,
- About the fact that the language available for entering into the purchase agreement is Slovak, informed on the appropriate catalogue page of the electronic store of the Seller and in these terms and conditions, which are placed on the appropriate tab of the electronic store of the Seller.

2.7 If the Seller did not fulfil their obligation to inform under 2.6. e) of these terms and conditions, the purchasing party is not obligated to pay these fees or costs retroactively.



### 3. Rights and Obligations of the Seller

#### 3.1 The Seller agrees to:

- a) In case of the Order Confirmation by way of Order Acceptance, the Seller agrees to deliver the goods to the purchasing party in the agreed upon amount, timeframe, quality and to package it and secure its transfer in a way necessary for its preservation and protection,
- b) Ensure the delivered goods fulfil the valid regulations of the Slovak Republic,
- c) Send a confirmation of entering into a purchase agreement on a permanent carrier, such as via email. The confirmation will be sent without delay and will contain all information listed in 2.6, including the form for withdrawing from the purchase agreement.
- d) Hand over to the purchasing party in electronic or written form all necessary papers for receiving and making use of the purchased goods at the latest when handing over the goods, furthermore the Seller agrees to also hand over other documents stipulated by the valid Slovak legislature, for example a user's manual in Slovak language, proof of delivery, warranty documentation and a tax document.

3.2 The Seller has the right to the purchasing party's due and proper payment of the purchase price for the delivered goods

3.3 In case of goods unavailability or stock-out, or in case the Seller is unable to deliver the goods to the purchasing party within the period agreed upon in the purchase agreement, stipulated in these terms and conditions or for the agreed-upon purchase price, it is the responsibility of the Seller to offer alternative performance to the purchasing party, alternatively also the option to withdraw from the purchase agreement for the purchasing party (cancellation of the order). It is possible to notify

of the withdrawal from the purchase agreement or cancellation of the order via email from the purchasing party. In case the purchase price, or part thereof, has already been paid to the Seller by the purchasing party, the Seller agrees to return such already paid amount or its part within 14 days from the day of the email notifying of withdrawal from the purchase agreement or order cancellation having been sent by the purchasing party, onto the account specified by the purchasing party, unless the contractual parties agree otherwise. Unless another option to perform is selected by the purchasing party, offered by the Seller, and the purchasing party does not withdraw from the agreement or its part, the Seller is entitled to withdraw from the purchase agreement. In the case that the purchasing party had paid the purchase price or its part, the Seller agrees to return such already paid amount or its part to the purchasing party within 14 days of the withdrawal from the purchase agreement having been delivered.

#### 4. Rights and Obligations of the Purchasing Party

4.1 The Seller has made the purchasing party aware of the obligation to pay the purchase price. This obligation is part of the order.

4.2 Rights of the purchasing party: the purchasing party has the rights to have the goods delivered in the amount, quality, date and place agreed upon by the contractual parties.

4.3 The obligations of the purchasing party

- a) Payment of the agreed upon purchase price to the Seller in the agreed upon timeframe, including costs for goods delivery,
- b) Collection of the goods, which was ordered and delivered,
- c) Confirm the collection in the proof of delivery with their signature, or the signature of a designated or so empowered person,

#### 5. Terms of Payment and Deliver

- 5.1 The usual availability of the selected goods and expected date of shipping are listed for each good on the internet page of the electronic store.
- 5.2 The Seller agrees to deliver the item to the purchasing party without delay, latest 30 days from the day of entering into the purchase agreement, unless specified therein otherwise. If the Seller fails to uphold this obligation, the purchasing party may ask the Seller to deliver the item within an additional and appropriate delivery timeframe, set by the purchasing party. If the delivery is not performed within this additional appropriate timeframe either, the purchasing party has the right to withdraw from the agreement.
- 5.3 The Seller has the right to ask purchasing party to collect the goods even before the timeframe for delivery agreed upon in the purchase agreement expires.
- 5.4 The depiction of the goods on any internet page of the electronic store run by the Seller serves only as an illustration. The size, weight and other information about the goods contained in the catalogues, prospects and other materials of the Seller placed onto the internet webpage of the electronic store run by the Seller are specified by the Seller and may differ from reality by +- 1% of the specified value.
- 5.5 The responsibilities of the purchasing party include collection of the goods at a specified location, in accordance with the purchase agreement or by other means at a time prior to the time of delivery of the goods (hereinafter referred to as "Place"). The purchasing party is obligated to collect the goods within the timeframe specified by the Seller or their designated or so empowered representative within the purchase agreement or otherwise at a time prior to the delivery of the goods (hereinafter referred to as "Timeframe").
- 5.6 If the Seller delivers the goods to the purchasing party onto a place and within the Timeframe, the purchasing party agrees to collect the goods personally or ensure

such collection by a person empowered by the purchasing party. The purchasing party agrees to sign the protocol of having paid the purchase price, of delivery and of collecting the goods. Any third party empowered for the purposes of goods collection is obligated to provide the Seller with a copy of the Order Acceptance. Upon the goods being delivered to the purchasing party, the goods are considered supplied and the delivery concluded. The delivery of goods to the purchasing party is the delivery of the goods to the Place and its collection by the purchasing party or third party empowered by the purchasing party and signing of a protocol of having paid the purchase price, of delivery and handing over of the goods to the purchasing party or a third party empowered by the purchasing party.

5.7 In case the delivery of goods needs to be repeated due to the purchasing party being unavailable at the Place and Timeframe or in case the purchasing party does to collect the goods within 7 days after such Timeframe expires, without prior written withdrawal from the purchase agreement, the Seller gains the right to demand reimbursement in the amount of true expenses incurred as a result of actual damages as a result of unsuccessful delivery of the goods to the Place.

5.8 The purchasing party is responsible for checking the received package, its packaging and also the goods, immediately upon delivery in the presence of the representative of the Seller, e.g. the courier. If a defect is found, it is the responsibility of the representative of the Seller to allow the purchasing party to submit a report describing the nature and scale of the defect, the accuracy of which shall be verified by the representative of the Seller. With such a report, the purchasing party may choose to refuse to collect the defective goods or to confirm delivery of a defective goods and following this, in accordance with art. 8 of these terms and conditions file a claim due to defective goods with the Seller or an

appointed party. If the purchasing party refuses to collect the delivered defective goods, all expenses incurred as a result of returning the goods to the Seller are the burden of the Seller.

5.9 In case the goods are not delivered by the Seller, the purchasing party has the right to withdraw from the purchase agreement within the timeframe specified in 5.2 of these terms and conditions and the Seller is obligated to return the already paid sum or its part to the purchasing party within 14 days from the moment of the withdrawal from the purchase agreement having been delivered. The funds shall be remitted onto a bank account specified by the purchasing party.

## 6. Purchase Price

6.1 The purchase price of the goods agreed upon in the purchase agreement between the purchasing party and the Seller is listed in the Order Acceptance (hereinafter referred to as "Purchase Price"). If the Purchase price listed in the proof of order is higher than the price of an identical piece of goods listed in the offer of the electronic store at the time of shipping the order by the Seller, the purchasing party will deliver to the Seller an electronic message with the information regarding the proposal of a new Purchase Price in a different amount, which shall be considered a proposal of the Seller to enter into a new purchase agreement; such a proposal must be explicitly confirmed via email or in writing by the purchasing party, so that a valid purchase agreement may be entered into.

6.2 The purchasing party is obligated to pay the Seller the Purchase Price including all fees for C.O.D. at the Place of delivery, cashless bank account transfer, listed in the Order Acceptance or on the internet page of the Seller prior to collecting the goods.

6.3 In case the Purchase Price is paid via cashless transfer onto the account of the Seller, the day of payment is considered to be the moment, when the entirety of the Purchase Price arrives on the Seller's account

6.4 The purchasing party agrees to pay the Seller the Purchase Price for the agreed goods in the timeframe agreed upon in the purchase agreement, latest by collecting the goods.

6.5 The Seller is entitled to refuse to deliver the goods to the purchasing party, if the purchasing party does not pay the Seller the entirety of the Purchase Price by the moment of goods delivery onto the Place and the contractual parties have not agreed to payment of the purchase price via instalments.

6.6 Assembly, carrying the goods up the stairs and costs associated with this are not included in the Purchase Price and the Seller is not obligated to provide such services to the purchasing party.

## 7. Gaining Ownership and Transfer of Damage Liability

7.1 The purchasing party gains ownership rights of the goods only upon fully paying the Purchase Price for the goods.

7.2 The purchasing party is liable for goods damage starting from the moment of collecting the goods by the purchasing party or a third party empowered by the purchasing party from the Seller or the Seller's representative designated to deliver the goods, or, at a time the Seller allows the purchasing party to handle the goods and the purchasing party does not do so.

## 8. Claims Regulations (Warranty, Responsibility for Defects, Claims)

8.1 The purchasing party has the right to removal of a defect at no cost to the purchasing party, duly and properly, in case the nature of the defect allows for such removal. The Seller is responsible for removing such a defect without undue delay.

- 8.2 Instead of removing the defect, the purchasing party may request to have the goods replaced or, in case the defect only concerns a part of the item, replacement of such a part, if such a replacement does not incur costs disproportionate to the price of goods or severity of the defect.
- 8.3 The Seller may replace the defective goods for one without defects, unless in cases where such a replacement would constitute serious difficulties for the purchasing party.
- 8.4 If the nature of the defect prevents its removal and prevents the goods to be used in a way an item without defects would, the purchasing party has the right to request goods replacement or to withdraw from the purchase agreement. The purchasing party is also entitled to these rights in cases where the defect may be removed, but the purchasing party is not able to use the goods due to several or repeated defects after repair.
- 8.5 In the event of other irremovable defects, the purchasing party is entitled to an appropriate discount from the price of the goods.
- 8.6 The Seller has made the purchasing party aware of their rights, which they are entitled to pursuant § 622 of the Civil Code (under 8.1 and 8.3 of these terms and conditions) and of rights pursuant to § 623 of the Civil Code (under 8.4 and 8.5 of these terms and conditions) by making these terms and conditions available on the respective tab of the electronic store of the Seller and the purchasing party had the option to make themselves aware of them prior to the shipping of the order.
- 8.7 The purchasing party agrees to file any claims with the Seller or a designated person. The Seller is responsible for defects of the goods in accordance with the valid legal regulations of the Slovak Republic. The information about servicing places and designated persons for warranty and post-warranty servicing are

available from the Seller on the reverse side of the warranty document or upon request via phone or email.

8.8 The valid Claims Regulations of the Seller apply (art. 8 of these terms and conditions) when handling claims. The purchasing party is duly aware of and familiarized with the Claims Regulations and is informed of the terms and conditions when filing a claim, including information about where such claim may be filed, information regarding warranty servicing and repair, pursuant to § 18 art. 1 act no. 250/2007 as amended on Consumer Protection, amending act of the Slovak Council no. 372/1990 Col. law on offenses as amended (hereinafter referred to as “Law”) prior to entering into the purchase agreement by making these terms and conditions available on the appropriate tab of the electronic store of the Seller and the purchasing party had the option to access them prior to the order being shipped.

8.9 The Claims Regulations apply to goods purchased by the purchasing party from the Seller via electronic store on the internet page of the electronic store run by the Seller.

8.10 In case the goods show signs of a defect which is the responsibility of the manufacturer, supplier or Seller, and it is under warranty and was purchased from the Seller, the purchasing party may choose to hold the Seller liable for such a defect.

8.11 If the goods show signs of a defect, the purchasing party has the right to file a claim with a branch of the Seller according to § 18 art. 2 of the Law in such a way, that the purchasing party delivers the goods to the branch of the Seller and delivers to the Seller a proof of intent to exercise the purchasing party’s right under 8.1 to 8.5 of these terms and conditions (hereinafter referred to as “Notification of Filing a Claim”), for example a filled-in form for filing a claim, which is available on the



appropriate tab of the electronic store of the Seller. The Seller recommends insuring the goods when sending it for a claim. C.O.D. packages shall not be collected by the Seller. The purchasing party is obligated to provide truthfully all required information in the Notification of Filing a Claim, especially correctly describing the nature and scale of the defect; the purchasing party shall at the same time specify, which of the rights they are entitled to under § 622 and 633 of the Civil Code they wish to enact. The purchasing party has the right to file a claim also with a party specified by the manufacturer of the goods for the purposes of warranty servicing (hereinafter referred to as “Designated Person”). The list of such Designated Persons is available in the warranty documentation or upon the purchasing party’s request from the Seller.

8.12 The claims processing regarding the goods, which is able to be delivered to the Seller, begins on the day of all of the following conditions being met cumulatively:

- a) Delivering the Notification of Filing a Claim by the purchasing party to the Seller
- b) Delivering the goods that is the subject of the claim from the purchasing party to the Seller or to a Designated Person
- c) Delivering the access codes and passwords etc. to the goods that is the subject of the claim to the Seller, if such data is necessary for the due claims processing

8.13 If the subject of the claim is a piece of goods, that cannot be objectively delivered to the Seller or which is firmly built-in, the purchasing party shall, in addition to fulfilling the requirements set out in 8.12 a) to c) of these terms and conditions, provide all necessary cooperation for the purposes of examining the goods by the Seller or a third party designated by the Seller. The claims processing of the goods in question, which cannot be objectively delivered to the Seller, or

which is firmly built-in, is considered initiated on the day when the examination of the goods in accordance the first sentence is performed. If the Seller or a Designated Person does not perform the examination despite the purchasing party providing all necessary cooperation within the allotted time, latest 10 days after the Notification of Filing a Claim is delivered to the Seller, the claims processing starts on the day of delivery of the Notification of Filing a Claim to the Seller.

8.14 The Seller or Designated Person shall issue a confirmation to the purchasing party of filing a claim in an appropriate form chosen by the Seller, e.g. in form of an email or written form, in which they shall exactly describe the claimed defects of the goods and repeatedly familiarize the consumer of their rights, which they are entitled to under 8.1 to 8.3 of these terms and conditions (§ 622 of the Civil Code) and rights, which they are entitled to under 8.4 and 8.5 of the terms and conditions (§ 623 of the Civil Code). If the claim is being applied via remote communications, the Seller is obligated to deliver the confirmation of claim to the purchasing party immediately; in case this is not possible, it must be delivered without undue delay, latest together with the document of processing the claim; the confirmation of the claim does not need to be delivered, if the purchasing party has the opportunity to prove applying the claim in another way.

8.15 The purchasing party is entitled to decide, which of their rights pursuant to § 622 and § 623 of the Civil Code they apply and at the same time the purchasing party shall without delay inform the Seller of their decision. Based on the decision of the purchasing party, which they apply pursuant to § 622 and § 623 of the Civil Code, the Seller or a Designated Person is specify the means of processing the claim under § 2 m) of the Law immediately, in more complicated cases within 3 days from the start of the claims process, in justified cases, especially if complicated

technical status evaluation of the goods is necessary, latest within 30 days from the beginning of the claims processing. After specifying the means of processing the claims, the Seller or a Designated Person shall process the claim immediately, in justified cases this may also happen at a later time. The processing of the claim shall not take longer than 30 days from the day of filing a claim. The consumer has a right to withdraw from the agreement after the period expires without a solution or the consumer has the right to have the goods replaced for new goods.

8.16 If the purchasing party files a claim within the first 12 months from entering into the purchase agreement, the Seller may process the claim by denial only on the basis of an expert opinion or statement from an authorized, notarized and accredited person or statement of a designated person (hereinafter referred to as “Expert Goods Evaluation”). Regardless of the result of the Expert Goods Evaluation, the Seller may not request from the purchasing party reimbursement for costs incurred by Expert Goods Evaluation or any other costs associated with Expert Goods Evaluation.

8.17 If the purchasing party files a claim after 12 months from entering into the purchase agreement and the Seller has denied it, the person, who processed the claim, shall notify the purchasing party within the claims processing document, where the purchasing party may send the goods for an Expert Goods Evaluation. If the purchasing party sends the goods for an Expert Goods Evaluation to the person specified within the claims processing document, the costs of the Expert Goods Evaluation, as well as any other thereto connected costs, shall be borne by the Seller, regardless of the results of the Expert Goods Evaluation. If the purchasing party proves by way of Expert Goods Evaluation the responsibility of the Seller for the claimed defect of the goods, the purchasing party may file the claim again; the

warranty period is paused during the Expert Goods Evaluation. The Seller is responsible for paying the purchasing party all costs accrued for the Expert Goods Evaluation to the purchasing party within 14 days from the repeated claims filing, as well as all other associated costs. Repeated claims filing cannot be denied.

8.18 The purchasing party is not entitled to apply their right to damage liability with defects, of which the purchasing party was notified by the Seller at the time of entering into the purchase agreement, or which were readily apparent under the circumstances, under which the purchase agreement was entered into.

8.19 The Seller reserves the right to replace the defective goods with other non-defective goods with the same or better technical parameters, if such replacement does not cause severe difficulties to the purchasing party.

8.20 The Seller is not responsible for the following defects:

- If the defect is apparent, so that the purchasing party could have discovered it when examining the package upon delivery and which the purchasing party did not report to the representative of the Seller pursuant to 5.8 of these terms and conditions,
- If the purchasing party did not enact their right regarding the responsibility of the Seller for the defect by the end of the warranty of the goods,
- If the defect is of a mechanical nature and a result of damage caused by the purchasing party,
- If the defect is caused by using the goods under circumstances, which do not comply with the natural environment of the goods due to their intensity, humidity, chemical and mechanical influences
- If the defect is caused by the improper handling, operation or neglectful maintenance of the goods

- If the defect is caused by damaging the goods through inappropriate strain and load, or through using it in violation of the terms and conditions listed in the documentation or general practices of the usual handling of the goods
- If the defect is caused by damaging the goods through inadvertent or unforeseen circumstances
- If the defect is caused by damaging the goods through accidental destruction or accidental deterioration,
- If the defect is caused by an improper intervention, water damage, fire, static or atmospheric electric charge or other force majeure,
- If the defect is caused by an intervention of an unauthorized person

8.21 The Seller agrees to process the claim and conclude the claims processing in one of the following ways:

- a) Replacement of goods
- b) Returning the purchase price of goods
- c) Handing over repaired goods
- d) Providing an appropriate discount from the purchase price
- e) Requesting the collection of the performance selected by the Seller in writing
- f) Justification of denying the claim.

8.22 The Seller agrees to provide the purchasing party with a written statement about the way of processing the claims and finalizing the claims process within 30 days from the filing of the claim personally, via post service or courier or delivery service. The Seller agrees to inform the purchasing party without delay about the result of the claims processing after the claims process is finalized via phone or email and the Seller agrees to deliver documentation about claims processing to the purchasing party attached to the goods or via email.

- 8.23 The warranty period is 24 months from the day of delivery of goods, unless specified otherwise for special cases. Delivered products of sports diet, gift basket groceries and animal feed have a shelf life of over 2 months prior to the date of expiry, in case of a shorter expiry date, the Seller will contact the purchasing party via phone or email and the package is sent only with the consent of the purchasing party.
- 8.24 In case of a repair within the warranty period, the warranty period is extended by the time the purchasing party could not use the goods.
- 8.25 In case the product is replaced for a new one, the warranty period begins anew from the moment of collecting the new goods, but only applies to the new goods. In case the product is replaced for a new one, the purchasing party will receive a document, which lists the information regarding the replacement and potentially other claims are to be filed based on the purchase agreement and this claims document.
- 8.26 In case of a repairable defect, the warranty period will be handled in accordance with the purchasing party's decision and under 8.15 of these terms and conditions in one of the following ways:
- a) The Seller replaces the defective goods
  - b) The Seller ensures the removal of the defect
- 8.27 If the nature of the defect allows for its removal and the purchasing party does not specify without delay under 8.15 of these terms and conditions in what way the claim should be processed, the Seller agrees to process the claim by way of removing the defect.
- 8.28 If the nature of the defect does not allow for its removal or it is a removable defect that is recurrent, or a larger amount of various removable defects preventing

the goods to be used for its intended purpose as if it was without defect, the Seller agrees to ensure, based on the decision of the purchasing party under 8.15 of these terms and conditions, the claim is processed in the following way:

- Replacing the goods for other functional goods of the same or better technical parameters, or
- In case the Seller cannot replace the goods for a new one, the claims shall be processed by returning the purchase price for the goods

8.29 If the nature of the defect does not allow for its removal or it is a removable defect that is recurrent, or a larger amount of various removable defects preventing the goods to be used for its intended purpose as if it was without defect and the purchasing party does not select without delay under 8.15 of these terms and conditions the way in which the claims should be processed, the Seller shall process the claim by way of replacing the goods for a new product which is functional and of the same or better technical parameters.

8.30 The processing of a claim only applies to defects specified in the Notification of Filing a Claim and in the confirmation of the claim filing under 8.14 of these terms and conditions.

8.31 For the purpose of claims, a repeated removable defect is the occurrence of a single removable defect more than twice.

8.32 For the purpose of claims, larger amount of various removable defects is the occurrence of more than three different removable defects at the same time.

8.33 The eligibility of the purchasing party to file a claim regarding defective goods is consumed after enacting the purchasing party's right to ask the Seller to remove the defect under 8.1 of these terms and conditions, regardless of the result of the

claims process and the purchasing party does not have the right to file a claim for the same specific defect (however not a defect of the same kind) repeatedly.

8.34 The provisions of art. 8 of these terms and conditions explicitly do not apply for entities not meeting the definition of a consumer listed in § 2 a) Act no. 102/2014.

## 9. Personal Data and its Protection

- The contractual parties have agreed, that if the purchasing party is a natural person, they shall inform the Seller of their name and surname, address including ZIP, phone number and email address in their order.
- The contractual parties have agreed, that if the purchasing party is a legal entity, they shall inform the Seller of their business name, seat address including ZIP, CID, phone number and email address in their order.
- The Seller hereby notifies the purchasing party that, according to § 10 art. 3 letter b) act no. 122/2013 Coll. on personal data protection as amended (hereinafter referred to as “PDP”), the Seller shall act as a processor and shall process personal data when entering into the purchase agreement without the consent of the purchasing party as a subject, due to the personal data processing of the purchasing party being conducted by the Seller within pre-contractual relationships with the purchasing party and the processing of personal data of the purchasing party is necessary for performance of the purchase agreement, wherein the purchasing party constitutes one contractual party.
- The purchasing party may tick the appropriate box before sending the order and thus give their consent under § 11 art. 1 of the Law, so that the Seller processes and stores the purchasing party’s personal data, especially the aforementioned and/or which are necessary for the activity of the Seller regarding the offered



goods and so that the Seller may process such data in all of the Seller's information systems concerning sending information about new products, special offers and discounts on offered goods.

- The Seller agrees to handle the personal data of the purchasing party in accordance with the valid legal regulation of the Slovak Republic.
- The Seller declares, that under § 6 art. 2 letter c) of PDP, the Seller shall procure personal data only for the purposes delineated in these terms and conditions.
- The Seller declares, that under § 6 art. 2 letter e) of PDP, the Seller shall procure personal data for other purposes than those stated in these terms and conditions separately and will ensure that such data is processed and used only in ways which are in accordance with the purpose of their collections and that such data shall not be grouped with personal data obtained for other purposes.
- The purchasing party grants the Seller their consent under 9.5 of these terms and conditions for a definite period ending with the fulfilment of the purpose of processing personal data of the purchasing party. The Seller, after the fulfilment of the purpose of processing personal data ensures the immediate deletion of personal data of the purchasing party. The consent to process personal data may be rescinded by the purchasing party at any time in written form. The consent is rendered void 1 month after the rescission is delivered to the Seller from the purchasing party.
- The purchasing party shall be asked prior to sending the order to tick a box and thus confirm that the Seller has notified him of the following clearly, sufficiently and irrefutably:
- Information contained in art. 1 of these terms and conditions,

- Information about a third party, which is a company which shall deliver the ordered goods to the purchasing party by way of listing this information in the acceptance,
- The purpose of processing personal data which is the entering into the purchase agreement between purchasing party and Seller,
- That they will process the personal data of the purchasing party to the extent of name and surname, residence including ZIP, phone number and email address, if the purchasing party is a natural person and to the extent of business name, seat address including ZIP, CID, phone number and email address if the purchasing party is a legal entity,
- That the purchasing party is required to provide the requested personal data,
- The Seller declares, that they will process personal data in good faith and shall act in ways that do not breach the PDP and other legally binding regulations, nor shall the Seller circumvent such. The Seller declares that the consent of the subject person shall not be coerced nor threatening not to enter into the contractual relation due to it, nor withholding services, goods or responsibilities borne by the Seller.
- The purchasing party has the right to require from the Seller, following a written request:
  - Confirmation whether or not personal data regarding the purchasing party's person are processed
  - The purpose of processing personal data,
  - In generally understandable form, information regarding processing of the purchasing party's personal data within the informational system and of its status to the extent:
    - Personal data of the Seller and the representative of the Seller, if named,

- Personal data of the processor; does not apply if the Seller does not follow § 8 of PDP when obtaining personal data,
- In generally understandable form the exact information about the source, from which the Seller obtained the purchasing party's personal data for processing,
- In generally understandable form a copy of the purchasing party's personal data, which are the subject of processing
- Additional information, which are necessary for the purchasing party to ensure their rights and protected interests, considering all other circumstances and conditions of data processing, mainly to the extent of:
  - Instructions regarding the voluntary or obligatory nature of providing requested personal data; if the Seller obtains personal data based on the purchasing party's consent under § 11 of PDP, they shall instruct them regarding the validity period of the consent and if the obligation of the purchasing party to provide personal data stems from a directly performable and legally binding act of the European Union, international contract, by which the Slovak Republic is bound, or the law, the Seller shall notify the purchasing party of the legal basis, which orders such obligation and notifies them of the consequences of refusing to provide personal data,
  - Information concerning third parties, if it is assumed or apparent that personal data shall be provided to them,
  - Circle of recipients, if it is assumed or apparent that personal data shall be made available to them,
  - The form of publication, of personal data are to be published,
  - Third countries, if it is apparent or assumed, that personal data shall be transferred into such,

- Correction of incorrect, insufficient or outdated personal data, which are the subject of processing,
- Deletion of their personal data, if the purpose of their processing has been concluded; if the subject of processing are legal documents containing personal data, they may ask for such to be returned,
- Deletion of their personal data, which are the subject of processing, if the PDP or any other valid legal regulation of the Slovak Republic has been violated.
- The purchasing party has the right to object to the following, based on a cost-free written form:
  - Processing of their personal data, which the purchasing party assumes are processed or shall be processed for the purposes of direct marketing without their consent and demand their deletion,
  - Using personal data listed in § 10 art. 3 letter d) for the purposes of direct marketing via postal contact or
  - Providing personal data listed in § 10 art 3 letter d) for the purposes of direct marketing
- The purchasing party has the right to object to processing of personal data via cost-free written form in cases under § 10 art. 3 letters a), e), f) or g) of PDP by voicing valid reasons or by producing proof of unauthorized actions against their rights and protected interests, which are or may be in a specific case harmed by such processing of personal data; if there is no legal obstacle and it is proven that the objection of the purchasing party is justified, the Seller is obligated to block and delete the personal data, the processing of which the purchasing party objected to, without delay and as soon as circumstances allow.

- The purchasing party, based on a written or personal request, if the matter does not bear postponement, further has the right to object with the Seller at any time and not to submit to such a decision of the Seller, that would carry for the purchasing party legal or severe impact, if such a decision is made solely based on the actions of an automatized processing of their personal data. The purchasing party has the right to demand from the Seller to investigate an issued decision via a method different from the automatized form of processing, whereas the Seller is obligated to comply with the purchasing party's request in such a fashion, so that the deciding role during the investigation of the decision is played by an authorized person; the Seller shall inform the purchasing party of the results of the investigation within the timeframe under 9.18 of these terms and conditions. The purchasing party does not have this right only in the case, if specified otherwise by a separate law, which governs and regulates measures for securing justified interests of the purchasing party, or if, within the pre-contractual relations or during the existence of contractual relations, the Seller issued a decision, by which he complied with the request of the purchasing party, or if the Seller based on a contract took other reasonable measures for securing the justified interests of the purchasing party.
- If the purchasing party applies their right in writing and from the content of the request it is clear that such a right is being applied, the request is considered submitted under this law; the request submitted in electronic form or via fax shall be delivered by the purchasing party latest within 3 days from the day of its sending.
- The purchasing party may notify the Office of Personal Data Protection in case the purchasing party suspects that their data are being processed in an unauthorized

fashion. If the purchasing party is not empowered to perform legal acts in full, such rights may be enacted by their legal guardian.

- Seller is obligated to process the request of the purchasing party in writing under this art. of these terms and conditions, potentially comply with the requests of the purchasing party under PDP and inform them in writing latest within 30 days from receiving the request or query.
- The Seller shall notify the person in question and the Office of Personal Data Protection of the limitation of the rights of the purchasing party under § 28 art. 2 of PDP without delay.
- The Seller hereby notifies the purchasing party, that in accordance with § 15 art. 1 letter e) point 3 and 4 of PDP, when processing personal data of the purchasing party, it is assumed, that the purchasing party's personal data shall be provided and made accessible to the following third parties or circle of recipients:
  - Sanomed, s.r.o., seat Krajná 86, CID: 47 233 834, registered in the Commercial Register of District Court Bratislava I, section: sro, insert no. 72416/B
  - Slovenská pošta, a.s., seat Partizánska cesta 9, Banská Bystrica 97599 CID: 36 631 124, registered in the Commercial Register of District Court Banská Bystrica, section: sro, insert no. 803/S
  - LASER – SK, s.r.o., seat Stöcklova 14, 08501 Bardejov, CID: 36 501 301, registered in the Commercial Register of District Court Prešov, section: sro, insert no. 15768/P

9.2 The information systems of the electronic store of the Seller are registered pursuant to act no 122/2013 Coll. on personal data protection. Identification number: 03444/2015-Os.

## 10. Withdrawing From the Purchase Agreement

10.1 If the Seller is unable to fulfil their obligations assigned to them via the purchase agreement, due to stock-out, goods unavailability or if the manufacturer, distributor or carrier of the goods agreed upon in the purchase agreement discontinues manufacture or has performed changes so severe, that made performance of the obligations of the Seller assigned to them via the purchase agreement impossible or are impossible due to force majeure or if despite all efforts, which can reasonably be expected from the Seller, they are not able to deliver the goods to the customer within the timeframe specified by these terms and conditions or at the price listed in the order, the Seller is obligated to immediately inform the purchasing party of such circumstances and at the same time shall offer an alternative way of performance to the purchasing party or the option for the purchasing party to withdraw from the purchase agreement (cancellation of the order). If the purchasing party withdraws from the purchase agreement due to reasons listed in this point of these terms and conditions, the Seller agrees to return to the purchasing party the already paid downpayment for the goods agreed upon in the purchase agreement within the timeframe of 14 days from the notification of withdrawal from the agreement, via cashless fund transfer onto the account specified by the purchasing party.

10.2 The purchasing party is entitled to withdraw from the purchase agreement without a reason in accordance with § 7 and following act no. 102/2014 Coll. on the protection of the consumer during sale of goods remotely (hereinafter referred to as “Remote Purchase Consumer Protection Law”) within 14 days from collection of goods or from the day of entering into the agreement on providing services or agreement on providing electronic content not delivered on a physical medium, if

the Seller has complied in time and duly with the informational obligations under § 3 of the Remote Purchase Consumer Protection Law.

10.3 The purchasing party has the right to unpack and demo the goods in a way similar as would be possible in a brick and mortar store within this timeframe after collecting the goods, to the extent necessary for discovering the nature, traits and functionality of the goods.

10.4 The agreement withdrawal period starts on the day when the purchasing party or a designated third party selected by them (with the exception of the carrier) collects all parts of the ordered goods or if

- a) The goods delivered a comprised of multiple parts then on the day of collecting the part delivered last,
- b) The goods ordered by the purchasing party in one order are delivered separately, on the day of collecting the goods which was delivered last,
- c) Based on the agreement, the goods are delivered repeatedly during a specific time, on the day of collecting the first delivered goods.

10.5 The purchasing party may withdraw from the purchase agreement, the subject of which is the purchase of the goods even before the agreement withdrawal period starts.

10.6 When withdrawing from the agreement, written form is required, by way of avoiding doubts whether the withdrawal was done in error or via any other physical carrier, or via form which constitutes appendix 1 to these terms and conditions. The agreement withdrawal period is considered met, if the notification of withdrawing from the agreement is sent to the Seller latest by the last day of the period under § 7 art. 1 of the Remote Purchase Consumer Protection Law.



- 10.7 Withdrawing from the purchase agreement under the previous point of these terms and conditions must contain information required within the form of withdrawing from the purchase agreement, which constitutes appendix 1 to these terms and conditions, especially identification of the purchasing party, time and date of the order, exact specification of the goods, way in which the Seller shall return the already accepted performance, especially account number and/or address of the purchasing party.
- 10.8 If the purchasing party withdraws from the purchase agreement, any other agreement or contract connected with the purchase agreement, which the purchasing party withdrew from, is also voided from the beginning. It is not possible to request from the purchasing party any costs or other fees connected to voiding a complementary or additional service, with the exception of fees and costs listed in § 9 art. 3, § 10 art. 3 and 5 of the Remote Purchase Consumer Protection Law and the price for the service, if it is part of the agreement and has been performed in full already.
- 10.9 Within 14 days from the day on which the purchasing party withdraws from the purchase agreement, the purchase party shall without undue delay send the goods back to the address of the operator or deliver it to the Seller or a designated person the Seller empowers to receive the goods. This does not apply if the Seller proposes that they shall pick up the goods personally or via a designated person. The period pursuant to the first sentence of this point of these terms and conditions is considered met, if the goods are handed over for delivery latest on the last day of the period.
- 10.10 The purchasing party shall deliver the goods to the Seller whole including complete documentation, undamaged, if possible in its original packaging and

unused. If the goods is for example food supplements or medicaments, which are sealed in a protective package, it is not possible to return such after opening or using them. The following claim filed regarding such is thus impossible.

10.11 The Seller does not accept C.O.D. packages. It is recommended to have the goods insured. The Seller agrees to, without undue delay, latest within 14 days from the day of receiving the notification of withdrawing from the agreement, return all payments to the purchasing party, which the Seller received based on the purchase agreement or in connection with it, including shipping fees, delivery fees and postage fees, in addition to other costs and fees. The Seller is not responsible for returning payments to the purchasing party under this point of these terms and conditions prior to receiving the goods or the purchasing party proving the goods having been sent back to the Seller, unless the Seller proposes that they shall pick up the goods themselves or through a designated person.

10.12 The costs of returning the goods to the Seller are borne by the purchasing party. The goods shall be returned directly to the Seller or a person designated by the Seller to receive such goods. This does not apply if the Seller agreed to bear these costs themselves or if the Seller did not fulfil their obligations stemming from § 3 art. 1 letter i) of the Remote Purchase Consumer Protection Law.

10.13 The purchasing party is responsible only for the decrease of goods value, which occurred as a result of such a handling of the goods, which extends over the handling necessary for ascertaining the properties and functionality of the goods. The consumer is not responsible for a decrease in goods value, if the Seller did not fulfil their obligation to inform the consumer of their right to withdraw from the contract under § 3 art. 1 letter h) of the Remote Purchase Consumer Protection Law.

10.14 The Seller agrees to return the purchase price to the purchasing party for goods in the same way which the purchasing party used during their purchase, unless agreed upon otherwise, without charging additional fees to the purchasing party.

10.15 If the purchasing party withdraws from the contract and delivers to the Seller goods that has been used, is damaged or incomplete, the purchasing party agrees to pay the Seller:

- The value making up the difference between the original value and decreased value under § 457 of the Civil Code in its actual amount
- The costs incurred to the Seller in connection to the repair of the goods and its restoration to its original state calculated in accordance with the price list for the post-warranty goods servicing.

The purchasing party is responsible under this point of the terms and conditions to pay the Seller damages in the maximum amount of the difference between the purchase price of the goods and value of goods at the time of withdrawing from the purchase agreement.

10.16 In accordance with § 7 art. 6 of the Remote Purchase Consumer Protection Law, the purchasing party may not withdraw from an agreement, the subject of which are:

- Sale of goods manufactured to individual specifications of the consumer, the goods that was custom-made or goods designated solely for one consumer,
- Sale of goods sealed in protective packaging, which is unsuitable for being returned due health, safety and hygiene reasons and whose protective packaging has been damaged after delivery,

- Sale of audio recordings or visual recordings, audio-visual footage, books or computer software sold in protective packaging, if the consumer opened such a packaging,
- Providing electronic content other than on a physical carrier, if such provision began with the express consent of the consumer and the consumer exclaimed, that they were duly informed that by expressing such consent they lose the right for withdrawing from the agreement.
- Sale of goods which has been assembled, mounted or used in such a way, that the repeated restoration into its original form by the Seller is not possible without an increased effort and costs, e.g. assembled or mounted furniture etc. by the purchasing party in the time from entering into the contract and collecting the goods from the Seller.

10.17 The provisions of art. 10 of these terms and conditions expressly do not apply for the subjects not meeting the definition of the consumer listed in § 2 letter a) of the Law.

## 11. Closing Provisions

11.1 If the purchase agreement is entered into in writing, any amendment to it must also be in writing.

11.2 The contractual parties agree that communication between them shall occur via email.

11.3 And cases or relations not regulated by these terms and conditions are governed by the respective provisions of the Civil Code, Law, act no. 22/2004 Coll. on electronic trade as amending act no. 128/2002 Coll. on state control of internal market in affairs regarding consumer protection as amended by act no. 284/2002

Coll. as amended by act no. 102/2014 Coll. on the protection of the consumer during remote trade.

11.4 These terms and conditions enter into force and are binding for the purchasing party on the day of entering into the purchase agreement.

11.5 The purchasing party is requested prior to sending the order to tick the box and thus confirm that they have familiarized themselves with these terms and conditions, read them in their entirety and agrees to them in full.

## **Appendix 1**

### **Withdrawing from the purchase agreement entered into remotely**

Pursuant to § 7 and further act no. 102/2014 Coll. on the protection of the consumer during sale of goods or rendering services based on a contract entered into remotely or contract entered into outside of branch or premises, as amended

#### **Seller**

**Business name:**

**Street and number:**

**City:**

**ZIP code:**

**CID:**

**TAX ID / VAT ID:**

**Phone:**

**Email:**

**Purchasing party**

**Name and surname:**

**Street and number:**

**City:**

**ZIP code:**

**Phone:**

**Email:**

**I hereby withdraw from the entered into (please select one):**

Purchase agreement

Service agreement

**The subject of the agreement was purchased using the internet website:**

**I was sent a confirmed order number:**

**On day:**

**Invoice number:**

**The goods were delivered to me on (date of collection):**

**I thus ask for the return of (leave only one option):**

the full amount listed in the invoice (all invoiced goods are the subject of withdrawing from the agreement) or partial amount listed in the invoice (only a part of the goods are the subject of withdrawing from the agreement)

name of the returned subject of the agreement, piece number (only if returning only part of the subject of the agreement):

**Requested amount to return:**

**Please return the requested amount via (leave the selected):**

Postage voucher onto my address (listed before)

Cashless bank transfer, bank number/code or IBAN:

*If the goods are not enclosed with the package, I am aware that the Seller is not obligated to return the money to me within 14 days from the day of delivering the withdrawing from the agreement, until such a moment that the Seller receives the goods or that I prove having sent such goods.*

*Latest within 14 days from the day of withdrawing, I agree to return the goods to the Seller.*

In..... On .....

.....  
Name and surname

(signature)

## **Appendix 2**

### **Information regarding enacting the right of the purchasing party to withdraw from the purchase agreement**

#### **1. The right to withdraw from the purchase agreement**

You have the right to withdraw from this purchase agreement without stating a reason within 14 days.

The period for withdrawing from the purchase agreement shall expire 14 days from the day when you or a third party specified by you (with the exception of the carrier) collects the goods.

When applying your right to withdraw from the purchase agreement, please inform us of your decision to withdraw from this purchase agreement with an explicit exclamation (e.g. a letter sent by post, fax or email) at ProFound Bratislava, s.r.o., Osadná 2 831 03 Bratislava – district Nové Mesto, or [office@profound.sk](mailto:office@profound.sk)

For this purpose, you may use the example form for withdrawing from this purchase agreement, which can be found as appendix 1 of these terms and conditions. If you



choose this option, the reception of the withdrawing from the purchase agreement shall be confirmed without delay via email or on a permanent carrier.

The period for withdrawing from the purchase agreement is preserved, if you send the notification of enacting your right to withdraw from the purchase agreement before the period to withdraw from the purchase agreement expires.

## **2. Consequences of withdrawing from the purchase agreement**

In case you withdraw from the purchase agreement, we shall return all payments you have performed in connection with entering into the purchase agreement, primarily the purchase price including costs for delivering the goods to you. This does not apply to additional costs, in case you chose a different method of delivery different from the cheapest usual method of delivery, which we provide, neither does this apply to costs for additional services, if these were the subject of the agreement and were performed fully. The payment shall be returned to you without undue delay and in any case latest within 14 days from the day when we receive your withdrawing from this purchase agreement. The payment shall be performed in the same way you used during your payment, unless you specifically did not agree with any other method of payment, without charging you any other fees.

The payment for the purchased goods will be returned to you only after the returned goods is delivered back to our address or after providing proof of having sent the goods back, dependant on which occurs first.

Send us the goods back or bring it back to the address of the company without undue delay and in any case latest within 14 days from the day of applying your right to withdraw from the agreement. The period is considered preserved if you send back the goods before the 14-day period expires. The direct costs for returning the goods are borne by you.

Please be warned that in case you withdraw from the purchase agreement you are responsible for any decrease of value of the goods as a result of handling the goods in time from its delivery to the moment of its return in any other way than is necessary for ascertaining the nature, properties and functionality of the goods.