

Part I.

Terms and Conditions for Consumers

1. General Provisions

1.1 These General Terms and Conditions (hereinafter also referred to as the "Terms and Conditions") govern the rights and obligations of the contracting parties arising from a consumer contract concluded between the seller, SportZoo s. r. o., Company ID No.: 47 442 255, registered office: Narcisová 46, 821 01 Bratislava, registered in the Commercial Register of the Bratislava III District Court, Section: Sro, Insert No.: 92746/B (hereinafter referred to as the "seller"), and the buyer, who is a consumer, where the subject of the contract is the purchase and sale of goods on the seller's online store website (or the purchase and sale of goods based on a specific request by consumer that are not listed on the online store website).

Seller's contact details:

e-mail: info@sportzoo.store
telephone: +421 948 126 655
VAT ID: SK2023894543
Tax ID: 2023894543
correspondence address: Stará Vajnorská 11, 831 04 Bratislava

Account number for cashless payments:

bank: Fio banka, a.s.
IBAN: CH64 0900 0000 1658 1409 2

Supervisory Authority:

SOI Inspectorate for the Bratislava Region
Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava
Department of Market Surveillance
ba@soi.sk
tel.: 02/58 27 21 72, 02/58 27 21 04
fax: 02/58 27 21 70

1.2 For the purposes of this section of the Terms and Conditions, a consumer is defined as a buyer. For the purposes of this section of the Terms and Conditions, a trader is defined as a seller.

1.3 For the purposes of these Terms and Conditions, a consumer is an individual who, in connection with the consumer contract, an obligation arising therefrom or a commercial practice, does not act within the scope of their business or profession.

1.4 When placing an order, the consumer shall provide their name, surname, postal and billing address, telephone number, and email address.

1.5 These General Terms and Conditions form an integral part of the consumer contract. If the seller and the consumer conclude a written consumer contract with terms differing from these General Terms and Conditions, the provisions of the written contract shall take precedence.

2. Method of Concluding a Consumer Contract

2.1 The consumer contract is concluded when the seller accepts the consumer's offer to purchase goods, made by submitting a completed order form on the seller's website (hereinafter the "Order"). When the contract is concluded through the website <https://www.sportzoo.store/>, the seller is obliged to comply with all obligations arising from the Act on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises. All prices for products and services listed in the online store are provided in CHF including VAT. A condition for concluding the consumer contract is the truthful and complete completion of all required data in the Order.

2.2 The seller shall issue a binding acceptance of the order no later than on the next business day after it is placed. The acceptance shall be sent to the consumer via e-mail after the order has been received and the availability of goods, valid prices, and the requested delivery date have been verified. Any additional information regarding the order will also be sent to the consumer's e-mail address, if necessary.

2.3 The binding acceptance of the order includes, in particular:

- the name and specification of the goods being purchased;
- the price of the goods and/or services;
- the delivery period;
- the name and details of the delivery address;
- the price, conditions, method, and date of delivery;
- the seller's identification details (business name, registered office, Company ID number, Commercial Register number, etc.);
- and any other relevant information, as applicable.

2.4 If an error is detected in the submitted order, the consumer may contact the seller by telephone or e-mail (contact details are provided in the introductory section of these Terms and Conditions).

2.5 According to Act No. 222/2004 Coll. on Value Added Tax, it is not possible to change the data in an already issued tax document (invoice) from January 1, 2013. The data in a tax document (invoice) may only be changed if the consumer has not yet received and paid for the goods.

2.6 The seller does not guarantee that the reviews of the products it sells on its website come from consumers who have actually purchased or used the product.

3. Rights and Obligations of the Seller

3.1 The seller is obliged to:

- a) deliver the goods to the consumer in the agreed quantity, quality and time frame based on an order confirmed by the trader, and to package or prepare them for transport in a manner necessary for their preservation and protection,
- b) ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic,
- c) provide the consumer, at the latest together with the goods, in written or electronic form, with all documents necessary for the acceptance and use of the goods and other documents prescribed by applicable law (instructions in the Slovak language, tax document, digital content/license, if applicable),
- d) sell and provide the product for the agreed price and fees, correctly charge prices and fees when selling and providing the product, and issue a confirmation of payment to the consumer;
state in any commercial communication, including advertising and product marketing, which requires the consumer to contact the seller via a premium rate telephone number or by premium rate short text message (SMS) in order to provide true and complete information on the unit price of the call, the unit price of the short text message (SMS), or the maximum possible price of the call or short text message (SMS) that the consumer is required to pay,
- e) if a dispute arises over the price and performance of a call or short text message (SMS) to be paid by the consumer, the burden of proof for demonstrating the claim for performance and its amount shall be borne by the seller,
- f) mark the business premises with the business name and registered office or place of business, and the operating hours designated for consumers,
- g) sell used goods or goods with defects separately from other goods or specially marked; this does not apply if the seller exclusively offers used goods or goods with defects,
- h) before concluding the contract, demonstrate the goods or check the goods in front of the consumer, if the nature of the goods allows it and the consumer requests it,
- i) allow the consumer to check the weight or quantity of goods sold by quantity,
- j) provide the consumer with all information and documents in the Slovak language or, with the consumer's consent, in another language that is understandable to the consumer, in the form stipulated by law, specified in the contract, or upon the consumer's request, and at no additional costs, in a form accessible in accordance with an international treaty binding on the Slovak Republic; This does not preclude the simultaneous use of other languages, labels, graphic symbols or pictograms,
- k) observe the principle of equal treatment in relation to the consumer when selling or providing the product, and to provide the product or service in a safe manner and with due professional care,
- l) provide the consumer, without undue delay after the defect has been reported, with a written confirmation of the complaint concerning a defect in the service, including the time period for remedying the defect, which shall not exceed 30 days from the date of the complaint,

- m) inform the consumer in writing of the reasons for rejecting liability for defects in the service, should the seller decide to reject the claim,
- n) when refunding payments to the consumer following withdrawal from the contract, refund any cash refund in accordance with applicable legal regulations,
- o) cooperate with the Ministry of Economy of the Slovak Republic in the out-of-court resolution of cross-border dispute between the consumer and the seller through the network of European Consumer Centres.

3.2 The seller has the right to receive proper and timely payment of the purchase price by the consumer for the delivered goods.

3.3 Before bindingly accepting an order, the seller has the right to cancel the order if, due to stock depletion or unavailability of goods, it is unable to deliver the goods to the consumer within the period specified in these terms and conditions or at the price stated in the online store, unless it agrees on alternative performance with the consumer. The consumer will be informed of the cancellation of the order by email.

3.4 The seller reserves the right to verify the identity of the consumer or the person authorised to collect the goods in cases where the delivery of goods is paid for in advance by the consumer by card, bank transfer or invoice with a due date.

4. Rights and Obligations of the Consumer

4.1 The consumer is obliged to:

- a) take over the purchased or ordered goods,
- b) pay the seller the agreed purchase price within the agreed due date, including delivery costs,
- c) not to damage the good reputation of the seller,
- d) confirm receipt of the goods on the delivery note with their signature or with the signature of an authorised person.

4.2 The consumer has the right to receive the goods in the quantity, quality, time and place agreed by the contractual parties in the binding acceptance of the order.

4.3 The seller has the right to cancel the order within 24 hours after the order has been placed, without providing a reason.

4.4 The consumer has the right:

- a) to the protection of health, safety and economic interests,
- b) to information within the scope and under the conditions set out in this Act and the legally binding acts of the European Union,
- c) to exercise their rights under the liability for defects of the product,
- d) to submit a complaint to the supervisory authority for consumer protection pursuant to Section 26 of the Act if they believe that their rights or legally protected consumer interests have been violated,
- e) to adequate financial compensation from the person who has violated consumer rights or obligations in area of consumer protection, if the consumer successfully asserts such a violation of a right or obligation in the area of consumer protection in court; when determining the amount of compensation, the court shall take into account the nature, seriousness, manner, extent, consequences, duration and circumstances of the violation.

5. Delivery and Payment Terms

5.1 The goods are sold according to the published samples, catalogues, product lists and samples displayed on the seller's online store website. In the case of the purchase of card boxes, each box contains a unique set of cards. The seller informs that the boxes are filled randomly using a specialised process, and therefore the seller cannot influence which specific card is in a given box (the seller only has information that the box contains, for example, a card with a signature, a piece of a jersey, etc., i.e. a description of the type of card, but not the exact names of the players).

5.2 Ordered goods may be delivered to the address provided and confirmed in the consumer's order. Goods are delivered by a courier company or postal service to the address selected by the consumer, or may be collected in person. Orders are processed as quickly as possible, with a maximum delivery time of 30 business days from order confirmation. In the event of a longer delivery time, the seller will inform the consumer immediately. If the seller fails to fulfil their obligation to deliver the goods within the agreed period, the consumer shall request that they deliver the goods within an additional reasonable period provided by the consumer. If the seller fails to deliver the goods even within this additional reasonable period, the consumer is entitled to withdraw from the contract.

5.3 The consumer is obliged to collect the goods at the place stated in the order acceptance by the seller. If the consumer, without prior written withdrawal from the contract, fails to collect the goods within 10 business days after the period stated in the contract or binding acceptance, the seller is entitled to withdraw from the contract and sell the goods to a third party. If the consumer does not accept the goods upon the first attempted delivery and requests redelivery, the consumer is obliged to pay the costs of redelivery.

5.4 The seller is entitled to request that the consumer collect the goods before the expiry of the period stated in the consumer contract.

5.5 The place of delivery of the goods is the place stated in the order acceptance by the seller, unless agreed otherwise in the consumer contract.

5.6 If the seller delivers the goods to the place specified in the consumer contract, the consumer is obliged to receive the goods in person or ensure that an authorised person receives them and signs the delivery report.

5.7 The consumer is entitled to inspect the shipment, i.e. the goods and their packaging, immediately upon delivery. If the consumer finds that the goods or their packaging are mechanically damaged, they are entitled to report this fact to the carrier and inspect the condition of the goods in their presence. If damage is detected upon receipt, the consumer may refuse to accept the goods. Upon request, the courier must prepare a damage report. Based on this report, submitted to the seller, the seller may, after the settlement of the claim with the courier, repair the defect, provide a discount, or in the case of irreparable defects, supply new goods. Later claims of this type must be proven. Incomplete or damaged shipments must be reported immediately by e-mail to: info@sportzoo.store as well as documented with a damage report prepared with the carrier, and sent to the seller without undue delay by e-mail or post. Otherwise, such a claim can only be acknowledged if the consumer proves that the defect existed at the time of receipt.

5.8 If the seller fails to deliver the goods within the period specified in section 5.2, the consumer is entitled to withdraw from the consumer contract in accordance with the Terms and Conditions. Terms and Conditions, and the seller is obliged to return the part of the purchase price already paid to the consumer without undue delay, but no later than within 14 days of delivery of the withdrawal from the consumer contract, in the same manner as the consumer used for their payment, unless the seller agrees on another method of refund without charging the consumer additional fees.

5.9 An electronic invoice (tax document) is sent with each shipment, which also serves as the delivery and warranty certificate, unless a separate manufacturer's warranty certificate is provided with the ordered goods. In the case of personal collection, the tax document is issued to the consumer immediately.

5.10 Payment methods:

- a) by payment card
- b) cashless payment by bank transfer to the seller's account: CH64 0900 0000 1658 1409 2

5.11 In the case of payment by bank transfer, the purchase price is payable within 5 days of the conclusion of the consumer contract.

5.12 The seller is a VAT payer. All prices of goods are inclusive of VAT.

5.13 If, after dispatch, the customer requests that the shipment be redirected to another address, or if delivery is made to a remote area as defined by the carrier, the seller reserves the right to charge an additional fee in accordance with the carrier's current pricing. The fee for shipment redirection is €10, and the fee for delivery to a remote area is €25. These fees are charged in addition to the standard shipping cost.

6. Purchase Price

6.1 The consumer is obliged to pay the seller the purchase price of the goods agreed in the consumer contract and/or according to the seller's price list valid at the time of concluding the consumer contract, including the cost of delivery (hereinafter referred to as the "purchase price"). All prices listed on the seller's website are final. The price of goods does not include delivery and packaging fees. Any delivery and packaging fees will be charged at the end of the order. The consumer pays the price listed on the seller's website at the time the order is placed. Individual discounts for consumers are subject to a separate agreement.

6.2 If the consumer pays the purchase price by bank transfer, the payment date is considered the day on which the full purchase price is credited to the seller's bank account.

6.3 The consumer is obliged to pay the seller the purchase price for the agreed goods within the period specified in the consumer contract.

6.4 If the consumer pays the seller the purchase price for the goods agreed in the consumer contract, the consumer shall be entitled to withdraw from the contract and request a refund of the purchase price only in accordance with the applicable laws of the Slovak Republic.

6.5 All promotions are valid until stock is sold out, unless otherwise stated otherwise for a specific promotion.

7. Acquisition of Ownership and Transfer of Risk of Damage to Goods

7.1 Upon acceptance of the goods at the agreed location, ownership of the goods passes to the consumer. A buyer who does not meet the definition of a consumer specified in section 1.3 of these Terms and Conditions acquires ownership only upon full payment of the purchase price. Goods are considered delivered upon collection in person or upon collection from the transport company.

7.2 The risk of accidental destruction, accidental deterioration, loss, or any damage to the goods passes to the consumer upon delivery of the goods.

8. Complaints Procedure (Liability for Defects, Warranty, Claims)

8.1 The seller is liable for defects in the goods and the consumer is obliged to submit a complaint without undue delay in accordance with the valid Complaints Procedure.

8.2 Complaints are handled in accordance with Complaints Procedure.

8.3 The Complaints Procedure applies to goods purchased by the consumer from the seller via the seller's online store website.

8.4 This Complaints Procedure, in this form, is valid for all business cases, unless other warranty conditions are contractually agreed.

8.5 The consumer has the right to exercise warranty rights with the seller only for goods that show defects caused by the manufacturer, supplier or seller, are covered by a warranty, and were purchased from the seller.

8.6 The consumer is entitled to inspect the goods upon receipt.

8.7 During the warranty period, the consumer is entitled to free rectification of defects after presenting the goods, including accessories, documentation and instructions, to an authorised representative of the seller, and proving that the goods were purchased from the seller and are within the warranty period (e.g., by proof of payment, warranty card, etc.).

8.8 The consumer may exercise rights arising from liability for defects, i.e., submit a complaint regarding the goods, only if the consumer notified the seller of the defect within two months of discovering it, and no later than by the expiry of the warranty period.

8.9 Complaints are handled by the seller in writing, electronically or by telephone. If the goods are defective, the consumer is entitled to file a [complaint](#) at any of the seller's establishments by delivering the goods, including accessories, to the address **Stará Vajnorská 11, 831 04 Bratislava**, and fill in the complaint form and sending it together with the goods by post, or by submitting the complaint form electronically. When filling a complaint, the consumer is obliged to prove that the goods were purchased from the seller and are within the warranty period (e.g., by proof of payment, warranty card, etc.). The form template shall be determined by the seller and its specimen shall be available on the seller's website. The consumer is obliged to specify in the form the exact type and extent of the defects. Cash-on-delivery parcels will not be accepted by the seller. The seller recommends insuring the complained goods. The complaint procedure for goods that can objectively be delivered to the seller begins on the day on which all of the following conditions are fulfilled:

- a) delivery of the completed complaint form from the consumer to the seller,
- b) delivery of the goods subject to complaint, including accessories, from the consumer to the seller.

The complaint procedure for goods that cannot objectively be delivered to the seller and that are permanently installed begins on the day on which all of the following conditions are fulfilled:

- a) delivery of the completed complaint form from the consumer to the seller,
- b) an inspection of the complained goods carried out by a third party designated by the seller, who shall issue a written confirmation of the inspection to the consumer.

The start of the complaint procedure is also the day the complaint is lodged. The complained goods must be delivered to **Stará Vajnorská 11, 831 04 Bratislava**, unless the seller or the designated person specifies otherwise (e.g., delivery of the goods directly to the designated person). In case of any doubts, please contact the seller at **+421 948 126 655** or info@sportzoo.store.

8.10 The seller is obliged to accept a complaint at any of its premises where it is possible to accept complaints, i.e., at its registered office or at the designated person's premises.

8.11 At the location designated in accordance with these General Terms and Conditions for accepting complaints, the seller is obliged to ensure the presence of a person authorised to handle complaints.

8.12 The warranty does not apply to defects of which the consumer was informed by the seller at the time of concluding the contract, or which the consumer must have been aware of given the circumstances under which the contract was concluded.

8.13 If the seller is liable for a defect in the item sold, the consumer has the right to have the defect removed by repair or replacement, the right to a reasonable reduction of the purchase price, or the right to withdraw from the purchase contract, pursuant to Section 621(1) of the Civil Code.

8.14 The seller shall provide the consumer with written confirmation of the complaint (notification of the defect) without undue delay after the defect is reported by the consumer. In the confirmation of receipt of the complaint, the seller shall specify a reasonable period within which the defect will be removed. The period for remedying the defect shall be a maximum of 30 days from the date the defect was reported, unless a longer period is justified by an objective reason beyond the seller's control.

8.15 If the seller rejects liability for defects, the reasons for rejection shall be communicated to the consumer in writing. If the consumer proves the seller's liability for the defect by an expert opinion or statement issued by an accredited, authorised, or notified body, the consumer may resubmit the complaint and the seller may not refuse liability.

8.16 The consumer has the right to choose to have the defect removed by replacing or repairing the item. The consumer may not choose a method of removing the defect that is not possible or that would cause the trader unreasonable costs compared to the other method of removing the defect, taking into account all circumstances, in particular the value that the item would have without the defect, the seriousness of the defect and whether the other method of remedying the defect would cause the consumer significant inconvenience.

8.17 The seller may refuse to remedy the defect if repair or replacement is impossible or would involve disproportionate costs, taking into account all relevant circumstances.

8.18 The seller shall repair or replace the item within a reasonable period of time after the consumer has reported the defect, free of charge, at its own expense and without causing significant inconvenience to the consumer, taking into account the nature of the item and the purpose for which the consumer purchased it. For the purposes of repair or replacement, the consumer shall hand over the item or make it available to the seller. The costs of collecting the item shall be borne by the seller.

8.19 The seller shall deliver the repaired item or the replacement item to the consumer at the seller's expense, in the same or a similar manner as that used by the consumer to deliver the defective item, unless otherwise agreed. If the consumer does not collect the item within six months from the date on which it should have been collected, the seller may sell the item. In the case of an item of higher value, the seller shall inform the consumer in advance of the intended sale and provide a reasonable additional period for collection. The seller shall, without delay after the sale, pay the consumer the proceeds from the sale of the item after deducting the costs reasonably incurred for its storage and sale, provided the consumer claims the share of the proceeds within the reasonable period stated by the seller in the notice of intended sale. The seller may destroy the item at its own expense if the item cannot be sold or if the expected proceeds will not cover even the costs reasonably incurred by the seller for storage and the necessary costs of sale.

8.20 When remedying a defect, the seller shall ensure proper handling of the goods and provide the consumer with a repaired item or, if repair is not possible, with a replacement item. The seller and the consumer may agree that the goods will be returned by the consumer, with all costs and risks associated with the return borne by the seller.

8.21 When removing a defect by replacing the item, the seller is not entitled to compensation for damage caused by normal wear and tear of the item or for compensation for normal use of the item prior to its replacement.

8.22 The right to free warranty repair shall expire:

- a) if the consumer fails to prove that the defective goods were purchased from the seller,
- b) if obvious defects are not reported upon receipt of the goods,
- c) upon expiry of the warranty period,
- d) in case of mechanical damage to the goods caused by the consumer,
- e) if the goods are used or stored in conditions which, in terms of humidity, chemical or mechanical effects, do not correspond to a normal environment,
- f) due to improper handling, operation, or neglect of care for the goods,
- g) in case of damage caused by excessive loading or use contrary to the documentation, general instructions, technical standards, or applicable safety regulations in the Slovak Republic,
- h) in case of damage caused by unavoidable and/or unforeseeable events,
- i) due to accidental loss or accidental damage,
- j) due to improper intervention, damage during transport, or damage caused by water, fire, static or atmospheric electricity, or other force majeure events,
- k) due to intervention by an unauthorised person or the use of improper tools.

8.23 The consumer has the right to a reasonable discount on the purchase price or may withdraw from the consumer contract even without providing an additional reasonable period if

- a) the seller has neither repaired nor replaced the item,
- b) the seller has neither repaired nor replaced the item in accordance with Section 623(4) and (6) of the Civil Code,
- c) the seller refused to remove the defect because repair or replacement is not possible or would require disproportionate costs, taking into account all circumstances, in particular the value the item would have without the defect, the severity of the defect, and whether the other method would cause significant inconvenience to the consumer,
- d) the item has the same defect despite repair or replacement,
- e) the defect is of such a serious nature as to justify an immediate reduction of the purchase price or withdrawal from the purchase contract, or
- f) the seller has declared, or it is evident from the circumstances, that the defect will not be removed within a reasonable period or without causing significant inconvenience to the consumer.

8.24 When assessing the consumer's right to a reduction in the purchase price or withdrawal from the consumer contract, all circumstances shall be taken into account, in particular the type and value of the item, the nature and seriousness of the defect, and the possibility of objectively requiring the consumer to trust in the trader's ability to remedy the defect.

8.25 The discount on the purchase price must be proportionate to the difference between the value of the item sold and the value it would have had if it had been free of defects.

8.26 The consumer may not withdraw from the purchase contract if the consumer contributed to the occurrence of the defect or if the defect is insignificant. The burden of proof that the consumer contributed to the defect and that the defect is negligible lies with the seller.

8.27 If the contract concerns the purchase of several items, the consumer may withdraw only in relation to the defective item. The consumer may withdraw from the contract in relation to the remaining items only if it cannot reasonably be expected that the consumer will be interested in keeping the remaining items without the defective item.

8.28 After withdrawing from the contract or part thereof, the consumer shall return the item to the seller at the seller's expense. If the seller does not arrange for the collection of the item within a reasonable period, the consumer may return the item to the seller on their own, with all related costs and risks borne by the seller.

8.29 After withdrawal from the contract, the seller shall refund the purchase price to the consumer no later than 14 days from the day the item is returned to the seller or upon proof that the consumer has sent the item to the seller, whichever occurs first.

8.30 The seller shall refund the purchase price or pay the price reduction using the same payment method used by the consumer to pay the purchase price, unless the consumer expressly agrees to a different method of refund. All costs associated with the refund shall be borne by the seller.

8.31 The seller is not entitled to compensation for wear and tear of the item or remuneration for ordinary use of the item prior to withdrawal from the consumer contract.

8.32 The warranty period is two years (unless a different warranty period is specified for particular cases) and begins on the day the goods are received by the consumer. If, in accordance with other legal regulations, a use-by period is indicated on the goods, their packaging or instructions, the warranty period ends upon the expiry of that period. Defects and claims arising from defects must be exercised before the end of the warranty period. Upon expiry of the warranty period, the right to submit a complaint expires.

8.33 The warranty period is extended by the time during which the consumer could not use the goods due to a warranty repair.

8.34 In the event of replacement of the goods with new goods, the consumer shall receive a document indicating the replaced goods, and any subsequent complaints shall be made on the basis of the original delivery note and this complaint document. In the event of replacement, the warranty period starts anew from the date of receipt of the new goods, but only for the replaced goods.

9. Personal Data and Their Protection

9.1 The seller has adopted appropriate technical, organisational and personnel measures corresponding to the manner of processing personal data, taking into account in particular the applicable technical means, the confidentiality and importance of the personal data processed, as well as the range of potential risks capable of disrupting the security or functionality of its information systems, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), and Act No. 18/2018 Coll. on the Protection of Personal Data.

10. Withdrawal from the Consumer Contract; When Withdrawal Is Not Possible

10.1 The seller is entitled to withdraw from the consumer contract due to stock depletion, unavailability of goods, or if the manufacturer, importer, or supplier of the goods agreed in the consumer contract has discontinued production or made such substantial changes that fulfilment of the seller's obligations under the consumer contract becomes impossible, or due to force majeure, or if, despite exercising all reasonable efforts, the seller is unable to deliver the goods to the consumer within the period stipulated by these Terms and Conditions. The seller shall immediately inform the consumer of this fact and refund any advance payment for the goods agreed in the consumer contract without undue delay, but no later than within 14 days of the notice of withdrawal, using the same payment method as used by the consumer. This does not affect the consumer's right to agree with the seller on another refund method, provided no additional fees are charged to the consumer. The seller is also entitled to withdraw from the consumer contract if the consumer fails to collect the goods within 10 working days from the day on which the consumer was obliged to collect them.

10.2 The consumer may withdraw from a distance contract or from a contract concluded outside the seller's premises within:

- a) 14 days from the date the consumer takes over the goods, or from the date of conclusion of a contract for the provision of services,
- b) 30 days from the date of conclusion of the contract in the case of an unsolicited visit or in connection therewith, or at a sales event or in connection therewith.

10.3 Goods are deemed to have been taken over by the consumer at the moment when the consumer or a third party designated by the consumer, other than the carrier, takes over all parts of the ordered goods, or if:

- a) goods ordered by the consumer in a single order are delivered separately, at the moment of taking over the last delivered goods,
- b) the goods consist of several parts or pieces, at the moment of taking over the last part or last piece,
- c) the goods are delivered repeatedly over a certain period of time, at the moment of taking over the first goods.

10.4 By sending an order to the trader, the consumer confirms that the trader has fulfilled its information obligations under Section 3(1) of the Consumer Protection Act in the sale of goods in a timely and proper manner.

10.5 The consumer may exercise the right to withdraw from the contract with the seller in writing or recorded on another durable medium; and if the contract was concluded orally, any clearly worded statement by the consumer expressing their wish to withdraw from the contract is sufficient to exercise the consumer's right to withdraw from the contract. The consumer may use the model withdrawal form and send it to the address Stará Vajnorská 11, 831 04 Bratislava.

10.6 Withdrawal from a consumer contract using the withdrawal form referred to in the previous point of these general terms and conditions must contain the information required therein, in particular the exact specification of the goods, the date of order, the name and surname of the consumer(s), the address of the consumer(s), and the signature of the consumer(s).

10.7 If the consumer withdraws from the contract, any supplementary contract related to the contract from which the consumer has withdrawn shall also be cancelled from the outset; this shall not apply if the parties expressly agree on the continuation of the supplementary contract.

10.8 The consumer may withdraw from a contract for the delivery of goods even before the withdrawal period starts to run. The withdrawal period is deemed observed if the consumer sends the notice of withdrawal to the seller no later than on the last day of the period.

10.9 If, under the purchase contract, the seller delivered or provided several products, the consumer may withdraw only with respect to the specific product(s).

10.10 The consumer is obliged, within 14 days from the date of withdrawal from the purchase contract, to send the goods back or hand them over to the seller at: Stará Vajnorská 11, 831 04 Bratislava. The period under the first sentence is considered observed if the consumer sends the goods to the seller no later than on the last day of the period. Cash-on-delivery parcels will not be accepted.

10.11 Upon withdrawal, the consumer bears only the cost of returning the goods to the seller.

10.12 The consumer is liable for any diminution in the value of the goods resulting from handling the goods beyond what is necessary to establish their nature and functioning.

10.13 Upon withdrawal, the seller shall refund to the consumer all payments that the consumer has demonstrably made in connection with the contract, in particular the purchase price including the costs of transport, delivery, postage and other costs and fees. The seller shall refund all payments under the previous sentence to the extent corresponding to the scope of the withdrawal if the consumer has not withdrawn from the entire contract. However, the seller is not obliged to reimburse the consumer for additional costs if the consumer chose a method of delivery other than the least expensive standard delivery method offered by the seller. "Additional costs" means the difference between the delivery costs chosen by the consumer and the costs of the least expensive standard delivery offered by the seller. Payments shall be refunded to the consumer within 14 days from the day the seller receives the consumer's notice of withdrawal from the consumer contract. The refund shall be made using the same payment method used by the consumer. This does not affect the consumer's right to agree with the seller on another refund method, provided no additional fees are charged to the consumer. Instead of a refund, the consumer may, by agreement with the seller, choose other goods.

10.14 The seller is not obliged to refund all payments under these Terms and Conditions before the goods are delivered back by the consumer or until the consumer proves that the goods have been sent back to the seller. The payment for the purchased goods will be refunded only after the returned goods are delivered back to the seller's address or upon submission of proof of dispatch, whichever occurs first.

10.15 The seller is obliged to arrange, at its own expense and within the period under these Terms and Conditions, the collection of the goods if, under the consumer contract, the goods were delivered to the consumer's home at the time of conclusion of the contract and, given the nature of the goods, they cannot be returned to the seller by post.

10.16 If the consumer withdraws from the contract and delivers to the seller goods that are used and damaged or incomplete, or the value of the goods has been diminished due to handling beyond what is necessary to establish their nature and functioning, the seller is entitled to compensation from the consumer in the amount of the cost of repairing and restoring the goods to their original condition, or to reimbursement of the diminution in value.

10.17 The consumer is obliged, no later than 14 days from the date of withdrawal from the contract, to send back or hand over to the seller the purchased goods together with their accessories.

10.18 Upon withdrawal, the consumer bears the direct costs of returning the goods to the seller or to a person authorised by the seller to receive the goods, as well as the costs of returning goods which, due to their nature, cannot be returned by post. The direct costs associated with returning the goods cannot be reasonably calculated in advance. Based on available information, the estimated amount of these costs—depending on the size and weight of the goods, the distance from which the goods are returned, and the prices of the carrier chosen by the consumer—ranges from EUR 3 to EUR 5.

10.19 If the consumer fails to fulfil any of the obligations set out in Article 8 of these Terms and Conditions, the withdrawal from the consumer contract is invalid and ineffective. In such a case, the seller is not obliged to refund the payments under these Terms and Conditions and is entitled to reimbursement of the costs associated with sending the goods back to the consumer.

10.20 The consumer may not withdraw from a contract whose subject is:

- a) the provision of a service, if (1) the service has been fully provided and (2) the provision of the service began before the expiry of the withdrawal period with the consumer's express consent and the consumer declared that they had been duly informed that, by giving consent, they lose the right to withdraw after full performance, where the consumer is obliged to pay the price under the contract,
- b) the delivery or provision of a product the price of which depends on fluctuations in the financial market beyond the seller's control and which may occur during the withdrawal period,
- c) the delivery of goods made to the consumer's specifications or clearly personalised goods,
- d) the sale of goods which are liable to deteriorate or expire rapidly,
- e) the sale of goods sealed for health protection or hygiene reasons which are not suitable for return after unsealing and whose protective seal was broken after delivery,
- f) the sale of goods which, by their nature, are inseparably mixed with other goods after delivery,
- g) the sale of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, where delivery can take place only after 30 days and their price depends on market fluctuations beyond the seller's control,
- h) urgent repairs or maintenance carried out during a visit to the consumer, which the consumer expressly requested from the seller; this does not apply to a contract whose subject is the provision of a service other than repair or maintenance, or the delivery of goods other than spare parts necessary for repair or maintenance, if the contracts were concluded during the seller's visit to the consumer and the consumer did not order these goods or services in advance,
- i) the delivery of audio recordings, video recordings, audiovisual recordings or computer software in a sealed package which was unsealed after delivery,

- j) the delivery of periodicals, except for delivery under a subscription agreement,
- k) goods purchased at a public auction,
- l) the provision of accommodation for purposes other than housing, transport of goods, car rental, provision of catering services or services related to leisure activities, if the contract provides for performance at a specific date or within a specific period,
- m) the supply of digital content not supplied on a tangible medium, if (1) the supply of the digital content has begun, and (2) the consumer has given express consent to begin supply before the expiry of the withdrawal period, declared that they had been duly informed that by giving consent they lose the right to withdraw upon commencement of supply, and the seller provided the consumer with the confirmation under Section 17(12)(b) or (13)(b) of the Act on Consumer Protection, where the consumer is obliged to pay the price under the contract.

10.22 When issuing a credit note, the consumer may be required to present a valid identity card for inspection for the purpose of protecting the consumer's ownership rights and identification. By presenting the identity card for inspection, the consumer consents to the processing of the personal data stated on the identity card in accordance with Act No. 18/2018 Coll. on the Protection of Personal Data, as amended, for the duration of the inspection.

10.23 The seller reserves the right to cancel the order or part thereof if, for technical reasons, the goods cannot be delivered within the required period, the goods are no longer supplied or manufactured, or the supplier (manufacturer) has substantially changed the price. In such a situation, the seller will immediately contact the consumer to agree on further steps. If the consumer has paid an advance, it will be refunded without delay to the consumer's account or address. In case of order cancellation, please contact the seller.

10.24 If the consumer does not exercise the right to withdraw from the contract under these Terms and Conditions and fails to collect cash-on-delivery goods at the relevant post office or from the courier, i.e., the goods are returned to the seller, the contract shall be cancelled from the outset, and the consumer is obliged to reimburse the seller for the damage incurred and all related costs (e.g., costs of sending and returning the goods, postage, packaging, etc.).

10.25 The consumer acknowledges that if the goods are not collected and the related costs are not paid by the consumer, the seller is entitled to list the consumer's name on its website in a relevant list titled "List of Non-Collectors" and also reserves the right not to send the consumer any further cash-on-delivery order until the damage caused by the consumer has been paid.

11. Alternative Dispute Resolution

11.1 The consumer is entitled to contact the seller with a request for remedy if the consumer was not satisfied with the way the seller handled the complaint or if the consumer believes that the seller has violated the consumer's rights. If the seller rejects such a request or fails to respond within 30 days from the date it was sent, the consumer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity. The entities of alternative dispute resolution are authorities and authorised legal persons pursuant to Section 3 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, e.g., the Slovak Trade Inspection Authority, and the consumer is entitled to choose the alternative dispute resolution entity to which the consumer will turn. E-mail contact for the seller: info@sportzoo.store. When submitting a proposal, the consumer shall proceed in accordance with Section 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes. Alternative dispute resolution may be used to settle a dispute between the consumer and the seller arising from or related to a consumer contract. The value of the dispute to be resolved by alternative dispute resolution must exceed EUR 20. The alternative dispute resolution entity may request from the consumer a fee for initiating the alternative dispute resolution of no more than five euros, including value added tax, and at the earliest together with sending the notice of initiation of the alternative dispute resolution.

11.2 Consumers are entitled to use the Online Dispute Resolution platform ("ODR") to resolve their disputes in the language of their choice. The consumer may use the ODR platform for alternative dispute resolution, available at <http://ec.europa.eu/consumers/odr/>. When submitting a complaint to the ODR platform, the consumer shall complete an electronic complaint form. The information provided must be sufficient to determine the competent online alternative dispute resolution entity. The consumer may attach documents in support of the complaint.

12. Final Provisions

12.1 The seller undertakes to the consumer that the price of the goods at the time of the order will not change and that the goods will be dispatched within the agreed delivery period. The seller shall not be liable to the consumer for delayed delivery caused by the consumer providing an incorrect address.

12.2 If the consumer contract is concluded in writing, any changes to it must also be made in writing.

12.3 The contractual parties agree that communication between them will be conducted primarily by e-mail or by postal correspondence.

12.4 Matters not regulated by these General Terms and Conditions are governed by the relevant provisions of Act No. 40/1964 Coll., the Civil Code, Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation), and Act No. 18/2018 Coll. on the Protection of Personal Data.

Part II.

Terms and Conditions for Persons Who Are Not Consumers

1. General Provisions

1.1 These general business terms and conditions (hereinafter also "Terms and Conditions") govern the rights and obligations of the contracting parties arising from a purchase agreement concluded between the seller, SportZoo s. r. o., Company ID: 47 442 255, registered office: Narcisová 46, 821 01 Bratislava, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 92746/B (hereinafter "seller" or "operator of the online shop") and the buyer – a person who is not a consumer, where the subject is the purchase and sale of goods on the seller's online store (or the purchase and sale of goods based on a special request of the buyer that is not listed on the online store).

Contact details of the seller:

e-mail: info@sportzoo.store
phone: +421 948 126 655
VAT ID: SK2023894543
Tax ID: 2023894543
Correspondence address: Stará Vajnorská 11, 831 04 Bratislava

Bank account for cashless payments:

Bank: Fio banka, a.s.
IBAN: CH64 0900 0000 1658 1409 2

1.2 For the purposes of this section of the Terms and Conditions, the buyer is understood to be an entrepreneur or persons who are not consumers (hereinafter also referred to as "entrepreneurs"). For the purposes of this section of the Terms and Conditions, the seller is understood to be a trader.

1.3 For the purposes of these Terms and Conditions, an entrepreneur is a person registered in the Commercial Register; a person who conducts business on the basis of a trade licence; a person who conducts business on the basis of a licence other than a trade licence in accordance with special regulations; a natural person who carries out agricultural production and is registered in accordance with special regulations.

1.4 When placing an order, the buyer acting as an entrepreneur shall provide the business name, registered office (place of business), Company ID, VAT ID, billing information, telephone number, and e-mail contact of the person acting on behalf of the entrepreneur.

1.5 The buyer – entrepreneur acknowledges that warranty conditions and the complaint procedure set out in these Terms and Conditions Part II may differ from those in the Terms and Conditions Part I for consumers.

1.6 The contracting parties agree that by submitting the order to the seller, the buyer confirms agreement that these Terms and Conditions and their provisions apply to all purchase agreements concluded on any online store operated by the seller under which the seller supplies goods presented on the respective website to the buyer (hereinafter the "purchase agreement"), as well as to all relations between the seller and the buyer arising particularly during the conclusion of the purchase agreement and the claim procedure.

1.7 The Terms and Conditions form an integral part of the purchase agreement. If the seller and the buyer conclude a written purchase agreement that contains provisions differing from these Terms and Conditions, the provisions of the purchase agreement shall prevail.

1.8 Legal relations between the seller and the buyer who is an entrepreneur, not expressly governed by these Terms and Conditions or by a framework agreement between the seller and the buyer, are governed by applicable provisions of the Commercial Code.

2. Method of Concluding a Purchase Agreement with an Entrepreneur

2.1 The purchase agreement is concluded by the binding acceptance of the buyer's proposal to conclude a purchase agreement by the seller, in the form of a completed and submitted order form on the seller's website at info@sportzoo.store (hereinafter "order"). All prices for goods and services and all fees in the online store are listed in CHF including VAT. A condition for concluding a purchase agreement is the truthful and complete filling of all data required to process the order.

2.2 Binding acceptance will be made by the seller no later than the next business day after the order is placed. The binding acceptance will be sent by e-mail after prior receipt of the order from the buyer and after verification of the availability of goods, valid prices, and the delivery date requested by the buyer. If a higher price is found, the seller is obliged to request the customer's consent to the price change according to the current price list before confirming the order. Only after the customer grants consent to the price change and the seller subsequently confirms (accepts) the order shall the contractual relationship be deemed concluded. All further information regarding the order will be sent to the buyer's e-mail address if needed.

2.3 The binding acceptance of the order contains in particular: the name and specification of the goods, the price of the goods and/or other services, the delivery period for the goods, the name and details of the place where the goods are to be delivered, the price, conditions, method and date of delivery, details about the seller (trade name, registered office, Company ID, commercial register entry, etc.), and other necessary information.

2.4 According to Act No. 222/2004 Coll. on Value Added Tax, the data on an already issued tax document (invoice) cannot be changed after 1 January 2013. The data on the tax document (invoice) can only be changed if the customer has not yet received and has not paid for the goods.

3. Rights and Obligations of the Seller

3.1 The seller is obliged to:

- a) deliver to the buyer the goods specified in the order confirmed by the seller in the agreed quantity, quality and time, and pack or prepare them for transport in a manner necessary for their preservation and protection,
- b) ensure that the delivered goods comply with valid Slovak legal regulations,
- c) hand over to the buyer, no later than together with the goods, in written or electronic form, all documents necessary for receiving and using the goods, and other documents required by applicable legal regulations (instructions in Slovak language, tax document, digital content/licence if it is part of the sale).

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

3.3 The seller has the right to cancel the order if, due to stock depletion or unavailability of goods, it is unable to deliver the goods to the buyer within the period specified in these terms and conditions or at the price stated in the online store, unless it agrees on alternative performance with the customer. The customer will be informed of the cancellation of the order by email.

3.4 The seller reserves the right to verify the identity of the buyer or the person authorised to collect the goods in person in cases where the delivery of the goods is paid for in advance by the buyer by card, bank transfer or invoice with a due date.

4. Rights and Obligations of the Buyer – Business Customer

4.1 The buyer is obliged to:

- a) take delivery of the purchased or ordered goods,
- b) pay the seller the agreed purchase price within the agreed maturity period including delivery costs,
- c) refrain from damaging the seller's business reputation,
- d) confirm receipt of the goods on the delivery note with their signature or the signature of an authorised person.

4.2 The buyer has the right to the delivery of goods in the quantity, quality, time and place agreed by the contracting parties in the binding acceptance of the order.

4.3 The buyer has the right to cancel the order within 24 hours after sending it, without stating any reason.

5. Delivery and Payment Terms for Business Customers

5.1 The goods are sold according to the published samples, catalogues, product lists and samples displayed on the seller's online store website. In the case of the purchase of card boxes, each box contains a unique set of cards. The seller informs that the boxes are filled randomly using a specialised process, and therefore the seller cannot influence which specific card is in a given box (the seller only has information that the box contains, for example, a card with a signature, a piece of a jersey, etc., i.e. a description of the type of card, but not the exact names of the players).

5.2 The ordered goods may be delivered to the address provided and confirmed by the buyer in the order. Goods are delivered via courier service, post, or may be collected in person. Orders are processed as soon as possible; the maximum delivery period is 30 business days from the confirmation of the order. If a longer period is required, the seller will inform the buyer without delay. If the seller fails to deliver within the agreed period, the buyer shall request delivery within an additional reasonable period. If the seller still fails to deliver, the buyer is entitled to withdraw from the contract.

5.3 The buyer is obliged to receive the goods at the place indicated in the seller's acceptance of the order. If the buyer does not receive the goods within 10 business days after the agreed period without prior written withdrawal, the seller is entitled to withdraw from the purchase contract and sell the goods to a third party. If the buyer fails to collect the goods upon the first delivery attempt and requests redelivery, the buyer is obliged to cover the costs of the repeated delivery.

5.4 The seller is entitled to request the buyer to receive the goods even before the originally agreed delivery period.

5.5 The place of delivery of the goods is the place indicated in the seller's acceptance of the order, unless otherwise agreed in the purchase contract.

5.6 If the seller transports the goods to the place agreed by the buyer, the buyer is obliged to personally take delivery of the goods or ensure that an authorised person does so, and sign the delivery record.

5.7 The buyer is entitled to inspect the shipment, i.e. the goods and their packaging, immediately upon delivery. If mechanical damage to the goods or packaging is detected, the buyer shall report this to the carrier and inspect the goods in their presence. If damage is found, the buyer may refuse to accept the goods. The carrier is required to draw up a damage report at the buyer's request. After the seller receives this report and the carrier concludes the damage claim, the seller may repair the goods, provide a discount, or supply a new item. Later claims of this type must be provably demonstrated. Incomplete or damaged shipments must be reported immediately by email to info@sportzoo.store

, a damage report must be prepared with the carrier, and sent to the seller without delay. Otherwise, such a claim can be accepted only if the buyer proves that the goods were damaged prior to receipt.

5.8 If the seller fails to deliver the goods within the period under point 5.2, the buyer is entitled to withdraw from the contract. The seller must refund the already paid part of the purchase price without undue delay, no later than within 14 days from the delivery of the withdrawal notice, using the same payment method used by the buyer unless another method is agreed without additional charges.

5.9 An electronic invoice (tax document) is sent with each shipment, which also serves as the delivery and warranty certificate, unless a separate manufacturer's warranty certificate is provided with the ordered goods. In the case of personal collection, the tax document is issued to the consumer immediately.

5.10 Payment methods:

- a) payment card
- b) bank transfer to the seller's account: CH64 0900 0000 1658 1409 2

5.11 For wire transfers, the purchase price is due within 5 days of concluding the purchase contract.

5.12 The seller is a VAT payer. All prices of goods are inclusive of VAT.

5.13 If, after dispatch, the customer requests that the shipment be redirected to another address, or if delivery is made to a remote area as defined by the carrier, the seller reserves the right to charge an additional fee in accordance with the carrier's current pricing. The fee for shipment redirection is €10, and the fee for delivery to a remote area is €25. These fees are charged in addition to the standard shipping cost.

6. Purchase Price

6.1 The buyer is obliged to pay the purchase price of the goods agreed in the purchase contract and/or according to the price list valid at the time of concluding the contract, including the cost of delivery. All prices listed on the seller's website are final. The price of goods does not include delivery and packaging fees. Any delivery and packaging fees will be charged at the end of the order. Individual discounts are subject to a separate agreement.

6.2 The payment date is considered the day on which the full purchase price is credited to the seller's bank account.

6.3 The buyer is obliged to pay purchase price within the agreed period, no later than upon receipt of the goods.

6.4 If the buyer has paid the purchase price, the buyer is entitled to withdraw from the contract and request a refund only in accordance with the applicable laws of the Slovak Republic.

6.5 All promotions are valid until stock is sold out, unless otherwise stated otherwise for a specific promotion.

7. Acquisition of Ownership and Transfer of Risk of Damage to Goods

7.1 The goods remain the property of the seller until the purchase price has been paid in full. The goods are considered delivered upon receipt in person or upon collection by the courier.

7.2 The risk of damage to the goods passes to the buyer when the buyer takes delivery of the goods, or when the seller makes the goods available for collection and the buyer fails to collect them in time.

8. Complaints Procedure (Liability for Defects, Warranty, Claims) for Business Customers

8.1 The seller is liable for defects in the goods, and the buyer is obliged to submit a complaint with the seller without undue delay in accordance with the valid Complaints Procedure.

8.2 Complaints are handled in accordance with Complaints Procedure.

8.3 The Complaints Procedure applies to goods purchased by the buyer from the seller via the seller's online store.

8.4 This Complaints Procedure in this form is valid for all business cases unless different warranty conditions are contractually agreed.

8.5 The buyer has the right to claim warranty from the seller only for goods that exhibit defects caused by the manufacturer, supplier, or seller, are covered by a warranty, and were purchased from the seller.

8.6 The buyer is obliged to inspect the goods upon receipt. If the buyer fails to do so, the buyer may assert claims for defects detectable during such inspection only if the buyer proves that the goods already had these defects at the time of receipt.

8.7 During the warranty period, the customer is entitled to free defect removal upon submitting the goods, including accessories, documentation, and the manual, to an authorised representative of the seller or to a service centre, together with the warranty card (if provided by the manufacturer) and proof of payment.

8.8 Claims are handled by the seller in writing or electronically. If the goods exhibit defects, the customer shall first exercise the claim directly at an authorised service centre. If repair by this method is not possible, the seller will ensure the repair. In that case, the customer submits the claim by delivering the goods, including accessories, to Stará Vajnorská 11, 831 04 Bratislava, and by completing the claim form and sending it by post together with the claimed goods, or by submitting the claim form electronically. When making a claim, the buyer must present the warranty card (if issued) and proof of purchase/payment. The layout of the [form](#) is determined by the seller and a template is published on the seller's website. The buyer must specify exactly the type and extent of the defects in the form. Goods sent cash on delivery will not be accepted by the seller. The seller recommends that the buyer insure the claimed goods. The complaint procedure for goods that can be objectively delivered to the seller begins on the day when all of the following conditions are fulfilled:

- a) delivery of the completed claim form from the buyer to the seller,
- b) delivery of the claimed goods including accessories from the buyer to the seller,
- c) delivery of access codes, passwords, etc. to the goods from the buyer to the seller, if the buyer received them.

The start of the complaint procedure is also the date on which the claim is filed. The claimed goods must be delivered to Stará Vajnorská 11, 831 04 Bratislava, unless the seller or a designated person specifies otherwise (e.g., deliver the goods directly to a designated person). In case of any ambiguities, contact the seller at +421 948 126 655 or at info@sportzoo.store

8.9 The buyer must report defects in the goods to the seller without undue delay; otherwise, the buyer's right to free defect removal lapses. Each defect is assessed by the manufacturer, who will state whether the defect was caused by the manufacturer, supplier, or seller. The manufacturer's statement is decisive for closing the complaint procedure.

8.10 The 30-day period under consumer protection law does not apply to handling claims of a buyer who is an entrepreneur. Although no statutory period applies to business buyers, our company undertakes to handle such claims within 60 days in accordance with these Terms and Conditions.

8.11 The buyer has no right to claim warranty for defects of which the seller informed the buyer at the time of concluding the contract, or which the buyer should have been aware of considering the circumstances under which the purchase agreement was concluded.

8.12 The seller reserves the right to replace the defective item with a faultless item instead of repairing the defect.
22 The right to free warranty repair shall expire:

- a) if the consumer fails to prove that the defective goods were purchased from the seller,
- b) if obvious defects are not reported upon receipt of the goods,
- c) upon expiry of the warranty period,
- d) in case of mechanical damage to the goods caused by the consumer,
- e) if the goods are used or stored in conditions which, in terms of humidity, chemical or mechanical effects, do not correspond to a normal environment,
- f) due to improper handling, operation, or neglect of care for the goods,
- g) in case of damage caused by excessive loading or use contrary to the documentation, general instructions, technical standards, or applicable safety regulations in the Slovak Republic,
- h) in case of damage caused by unavoidable and/or unforeseeable events,
- i) due to accidental loss or accidental damage,
- j) due to improper intervention, damage during transport, or damage caused by water, fire, static or atmospheric

electricity, or other force majeure events,
k) due to intervention by an unauthorised person or the use of improper tools.

8.13 The right to free warranty repair expires:

- a) failure to present the warranty card, accessories, product documentation, or proof of payment where it serves as a warranty card,
- b) failure to report obvious defects upon receipt of the goods,
- c) expiry of the warranty period,
- d) mechanical damage to the goods caused by the buyer,
- e) use or storage of the goods in conditions that do not correspond, in terms of humidity and chemical or mechanical effects, to a natural environment,
- f) improper handling, operation, or neglect of care,
- g) damage caused by excessive loading or use contrary to the documentation, general principles, technical standards, or safety regulations applicable in the Slovak Republic,
- h) damage caused by unavoidable and/or unforeseeable events,
- i) damage caused by accidental destruction or accidental deterioration,
- j) unauthorised intervention, damage during transport, damage by water, fire, static or atmospheric electricity, or other force majeure,
- k) intervention by an unauthorised person or use of improper tools.

8.14 The seller is obliged to handle the complaint and terminate the complaint procedure in one of the following methods:

- a) by handing over the repaired goods,
- b) by replacing the goods,
- c) by refunding the purchase price,
- d) by granting an appropriate discount from the purchase price,
- e) by issuing a written notice to accept the performance determined by the seller,
- f) justified rejection of the complaint about the goods.

8.15 The warranty period corresponds to the warranty period specified by the manufacturer; otherwise, the warranty period is 12 months and runs from the date the goods are received by the buyer. If the buyer is an entrepreneur and purchases the product for business purposes, the warranty period is governed by the manufacturer's warranty conditions in accordance with the Commercial Code (Section 429 et seq.). For selected products, the manufacturer's warranty for buyers who are not consumers is limited. Defects in goods and claims arising from defects in goods must be asserted before the end of the warranty period. The right to make a claim expires at the end of the warranty period.

8.16 The warranty period specified in the Terms and Conditions for consumers is based on the Civil Code and does not apply to entrepreneurs; it therefore does not apply to these business Terms and Conditions.

8.17 The warranty period is extended by the period during which the buyer could not use the goods due to a warranty repairs.

8.18 In the event of replacement of goods with new goods, the buyer shall receive a document indicating the replaced goods, and any further claims shall be made on the basis of the original invoice and this claim document. In the event of replacement, the warranty period starts anew from receipt of the new goods, but only for the new goods.

8.19 All warranty repairs are free of charge, provided that the warranty claim has not expired at the time of their application in accordance with point 8.13. of these General Terms and Conditions.

8.20 If the defect is remediable, the goods will be repaired. If repair is not possible and the nature of the defect does not prevent normal use, the seller and the buyer may agree on an appropriate discount on the purchase price. In the case of a discount, it is not possible to claim for this defect at a later date.

8.21 If the defect is irremediable and prevents the goods from being properly used as defect-free goods, the seller is entitled to replace the defective goods with goods having the same or similar utility properties or to issue a credit note.

8.22 If the delivery of goods with defects constitutes a fundamental breach of contract, the buyer may:

- a) demand removal of defects by delivery of substitute goods for the defective goods, delivery of missing goods, and removal of legal defects,
- b) demand removal of defects by repair of the goods if the defects are repairable,
- c) demand an appropriate discount from the purchase price, or
- d) withdraw from the contract.

8.23 The choice among the claims under point 8.22 belongs to the buyer only if the buyer notifies the seller in a timely notice of defects or without undue delay after such notice. The buyer may not change the asserted claim without the seller's consent. However, if it becomes apparent that the defects are irremediable or that their repair would entail disproportionate costs, the buyer may demand delivery of substitute goods, provided the buyer requests this without undue delay after the seller informs the buyer of this fact. If the seller does not remove the defects within an additional reasonable period or informs, before its expiry, that the defects will not be removed, the buyer may withdraw from the contract or demand an appropriate discount from the purchase price.

8.24 If the buyer does not notify the choice of claim within the period specified in point 8.23, the buyer has claims for defects as in the case of a non-fundamental breach of contract.

8.25 If the delivery of goods with defects constitutes a non-fundamental breach of contract, the buyer may demand either delivery of the missing goods and removal of other defects, or a discount from the purchase price.

8.26 Until the buyer asserts a claim for a discount from the purchase price or withdraws from the contract, the seller is obliged to deliver the missing goods and remove legal defects. Other defects shall be removed, at the seller's discretion, by repairing the goods or by delivering substitute goods; the chosen method must not cause the buyer to incur disproportionate costs.

8.27 If the buyer demands removal of defects, the buyer may not assert other claims for defects before the expiry of an additional reasonable period that the buyer is obliged to grant the seller for this purpose, except for claims for damages and contractual penalties, unless the seller informs the buyer that the obligations will not be fulfilled within that period. This period must be set in accordance with point 8.10 of these Terms and Conditions for business customers.

8.28 If the buyer does not set the period under point 8.27 or does not assert a claim for a discount from the purchase price, the seller may notify the buyer that the defects will be removed within a specified period. If the buyer does not object to this notice without undue delay after receiving it, such notice has the effect of determining the period under point 8.27.

8.29 If the seller does not remove the defects within the period resulting from point 8.27 or 8.28, the buyer may assert a claim for a discount from the purchase price or withdraw from the contract, provided the buyer notifies the seller of the intention to withdraw when setting the period under point 8.27 or within a reasonable time before withdrawal. The buyer may not change the chosen claim without the seller's consent.

8.30 For the purposes of these Terms and Conditions, a breach of contract is fundamental if, at the time of conclusion of the contract, the breaching party knew or it was reasonable to foresee, considering the purpose of the contract resulting from its content or the circumstances under which it was concluded, that the other party would have no interest in performance in the event of such a breach. In case of doubt, it is presumed that the breach is not fundamental.

8.31 Handling of the claim relates only to the defects stated in the claim form.

8.32 Once the buyer has exercised the right to have a defect removed under this Complaints Procedure and these Terms and Conditions, the buyer's entitlement to file another claim for the same specific defect (not merely a defect of the same type) is exhausted, regardless of the outcome of the original claim.

8.33 If the seller closes the complaint procedure as a justified rejection, but the product defect objectively exists and has not been removed, the buyer may pursue the right to defect removal through the courts.

8.34 Documents required to collect claimed goods at the branch in the case of a business purchase (VAT payer):

- a) goods ordered for personal collection may be collected only by the company's managing director or a person authorised by the managing director,
- b) if an employee collects the goods, a power of attorney issued by the managing director with the employee's ID card number is required,
- c) to verify the managing director or the authorised person, a valid ID card and an extract from the Commercial Register or the Trade Register must be presented to prevent mistaken identity at collection.

9. Withdrawal from the Purchase Contract by a Business Buyer

9.1 The seller is entitled to withdraw from the purchase contract due to stock sell-out, unavailability of the goods, or if the manufacturer, importer, or supplier of the goods agreed in the purchase contract has discontinued production or made such substantial changes that fulfilment of the seller's obligations arising from the purchase contract has become impossible, or due to force majeure, or if, even after exercising all efforts that can reasonably be required, the seller is not able to deliver the goods to the customer within the period specified in these Terms and Conditions or at the price listed in the online store. The seller is obliged to inform the buyer of this fact immediately and to refund any advance payment for the goods agreed in the purchase contract within 14 days of the notice of withdrawal, using the same payment method as used by the buyer. This does not affect the buyer's right to agree with the seller on a different method of refund, provided no additional fees are charged to the buyer in connection therewith. The seller is also entitled to withdraw from the purchase contract if the buyer has not taken delivery of the goods within 10 working days from the date on which the buyer was obliged to take delivery of the goods.

9.2 A business buyer may be offered an alternative withdrawal arrangement depending on the condition of the returned goods, any warranty forfeiture, and the current value of the returned goods. The condition of the goods will be assessed by the seller. If mutually acceptable terms cannot be agreed, the goods will be returned at the seller's expense. The seller is entitled to charge the buyer any additional costs incurred. The seller reserves the right to refuse withdrawal, considering the nature of the product and its condition at the time of return.

9.3 The buyer may withdraw from the purchase contract pursuant to Act No. 513/1991 Coll., the Commercial Code (the "Commercial Code"). The buyer may not withdraw from a contract the subject of which is the sale of goods made according to the buyer's special requirements, goods made to measure, or goods intended specifically for a single buyer.

9.4 If the buyer does not make use of the option to withdraw from the contract under these Terms and Conditions and fails to accept the delivered cash-on-delivery shipment from the relevant post office or courier (i.e., the goods are returned to the seller), the contract shall be cancelled ab initio, and the buyer shall be obliged to reimburse the seller for the damage incurred and all related costs (e.g., the costs of dispatch and return of the goods, postage, packaging, etc.).

The buyer acknowledges that if the buyer fails to take delivery of the goods and fails to pay the related costs, the seller is entitled to list the buyer's name on the seller's website in a relevant list titled "List of Non-Collectors," and further reserves the right to refuse any future cash-on-delivery orders to the buyer until the damage caused by the buyer has been compensated.

10. Final Provisions

10.1 The seller reserves the right to amend these General Terms and Conditions. The obligation to notify amendments in writing is fulfilled by publishing them on the seller's online store website.

10.2 The seller undertakes to the buyer that the price of the goods at the time of order will not change for dispatch within the agreed delivery period. The seller shall not be liable to the buyer for delayed delivery caused by the

courier service (or by an incorrect address provided by the buyer), for possible non-delivery of the goods (due to the supplier), or for damage to the shipment caused by the courier service (in which case the claim must be filed directly with the courier).

10.3 If the purchase contract is concluded in writing, any changes to it must also be made in writing

10.4 In case of doubt, the contracting parties agree that the period of use is considered to be the period from delivery of the goods to the buyer (including the day of delivery) pursuant to section 5.8 of these General Terms and Conditions until the day the goods are returned to the seller or handed over to the courier for transport to the seller.

10.5 The parties agree that communication between them shall primarily be conducted by email or by postal mail.

10.6 Matters not regulated by these General Terms and Conditions shall be governed by the relevant provisions of the Commercial Code.

In Bratislava, on 4 November 2025