

## General Terms & Conditions of Pískacie Tričká (e-shop)

1. General Terms & Conditions of Pískacie Tričká online shop (<http://piskacietricka.sk>) establish the terms and conditions between the operator - seller and the customer - buyer (hereinafter referred to as the "Terms and Conditions").
2. The seller – the operator of the e-shop <http://piskacietricka.sk> (hereinafter referred to as the "E-shop") is Piskacietricka s. r. o. having its registered office at Košická 36, 821 08 Bratislava, Slovakia, CIN (IČO): 48 093 181, registered with the Companies Registry kept by the District Court Bratislava I, Section: Sro, Entry no.: 103524/B, tel. no.: +421 902 226 332, alternatively for orders: +421 903 891 615, email: [info@piskacietricka.sk](mailto:info@piskacietricka.sk), bank account – bank name: Tatra banka, a.s., SWIFT: TATRSKBX, IBAN: SK74 1100 0000 0029 4000 2339 (hereinafter referred to as the "Operator" or the "Seller").
3. The customer – buyer in the E-shop is every natural or legal person that submits an e-form order for goods (product/s) (hereinafter referred to as the "Customer" or the "Buyer").
4. In case the Customer is a natural person – not an entrepreneur, then the Customer shall state mainly his/her real name, surname, permanent address, shipping address (if different), phone number and email address. In case the Customer is a legal person, or a natural person - entrepreneur, the Customer shall state his/her/its commercial name, registered office, shipping address (if different), identification number (if assigned), Tax ID / VAT number, telephone number and email address in their order. In case the order does not meet the requirements stated in this clause, the Operator has the right (among other) not to accept the order.
5. In case the Buyer is interested in purchasing goods from the Seller, the Buyer shall choose the size of the goods based on the size-table available at <http://piskacietricka.sk>, as well as specify other parameters of the requested goods (mainly the amount, design, colour of the goods, etc.). In case of a wrong (erroneous) choice made by the Buyer, the Seller is not liable for any damage arose in connection therewith and is not obliged to compensate the Buyer for financial or any other incurred loss. The order is accepted by the Seller, i.e. the purchase contract is concluded at the moment when the order confirmation of the Seller is delivered to the Buyer via electronic means (email), through which the Seller, among other, confirms the correctness and completeness of the data filled in by the Customer in the order; a copy of these Terms and Conditions and a copy of the Complaints Procedure form an annex to the said order confirmation. Following the dispatch of an automated message concerning the order receipt to the email address specified by the Buyer, the Seller assesses the accuracy and completeness of the order placed by the Buyer, and in case the Seller finds out that the content submitted by the Buyer in his/her order is correct and complete, the Seller shall send the order confirmation to the Buyer's email address; thereafter, the Seller may provide the Buyer with additional information concerning the status of the Buyer's order (e.g. order was processed, goods have been dispatched, etc.). If it is necessary to press a button or activate a similar function on the Seller's website in order to place the order, this button or function is labelled in an easily legible manner with the words "confirm the order".
6. All prices in the E-shop are displayed in € (EURO) with an appropriate rate of VAT, as well as without VAT. The form of delivery of the goods has to be specified in the order. The Buyer can choose the goods to be delivered via the Slovak Post within the whole territory of the Slovak Republic or to other states of the EU, or in case of delivery within Bratislava, the Buyer can choose a delivery via courier, or personal takeaway at the address designated by the Seller. The Seller provides for the delivery of the goods based on the following payment terms: free of charge in case of personal takeaway, in case of delivery via Slovenská pošta, a.s. (i) EUR 2,50 (VAT included) for delivery on the second day after the day of submission, (ii) EUR 3,50 (VAT included) for delivery on the second day after the day of submission by means of payment upon delivery,

(iii) EUR 6,00 (VAT included) in case of delivery outside of the territory of the Slovak Republic to other EU member states and EUR 4,00 (VAT included) in case of delivery by means of courier within Bratislava. Please note that the Buyer is solely responsible to pay any import duties, taxes or other statutory charges related to the import of the ordered goods to the shipping address specified by the Buyer – the Seller will not refund such costs to the Buyer in any way.

7. The Customer can make the payment for ordered goods via: (i.) online service PayPal or (ii.) bank wire transfer to the bank account of the Seller by stating the order number in the message for the recipient, whereas the fees for the international bank wire transfer are borne by the Buyer (in case of bank wire transfer to the Seller's account, the Seller sends to the Buyer the order confirmation immediately after the correctly identified payment is credited to the bank account of the Seller) or via (iii.) payment on delivery.
8. If not otherwise stipulated herein, the place of performance of the purchase contract, concluded on the basis of the order of the Buyer, is the registered seat or the address of residence of the Buyer stated in the Buyer's order. The purchased goods are delivered directly by the Seller or by using the services of third parties (e.g. Slovenská pošta, a.s., courier service); in case of an explicit agreement with the Buyer, the delivery can be executed in other suitable manner. The delivery of the goods by the Seller is completed either by handing the goods over to the Customer or to a third party carrier for delivery. The ownership (title) to the delivered goods passes to the Customer when the full purchase price is paid for the goods ordered by the Customer; in case the Customer pays the full purchase price of the goods prior to the delivery of the goods, the ownership passes to the Customer, when the Customer is allowed to dispose of the purchased goods. Until the transfer of ownership from the Seller to the Buyer, the Buyer has all duties of a custodian and is obliged, at its own costs, to properly store and label the goods in order for the goods being, at all times, identifiable as the goods owned by the Seller.
9. The Seller shall deliver the goods to the Customer within the period of 30 days following the date of the confirmation of order to the Customer at the latest. If the Seller cannot deliver the goods to the Buyer within the said period of 30 days, the Seller immediately notifies the Buyer thereof via e-mail; provided the Buyer has already paid for the ordered goods, the Seller shall return to the Buyer the paid purchase price within 15 days following the lapse of the time period referred to in the previous sentence of these Terms and Conditions or the Seller shall agree with the Buyer on a substitute compensation.
10. In case the ordered goods are delivered by a third party carrier, the Customer hereby gives the Seller the right to provide the third party carrier with the Customer's personal data necessary for the delivery of the goods (name, surname/business name, address, phone number, email address).
11. When receiving the goods, the Buyer will receive a receipt of delivery. The Buyer receives the tax document which includes the purchase price and VAT, if applied, along with the delivery of the goods.
12. In case the Customer does not pay the purchase price and does not receive the ordered goods, apart from the situation where the goods are damaged when delivered, (the shipment is returned as undelivered without the fault of the Seller, e.g. if the third party carrier did not find the addressee, did not notify them about delivery, the Buyer did not accept the delivery by accident or intentionally, etc.), the Seller is entitled to claim damages incurred due to the breach of the Customer's obligation. To the Customer who did not accept the delivery of goods, an email will be sent with a request for information, as to whether the Customer is interested in repeated delivery of the ordered goods. Provided the Customer does not respond within 7 days following the dispatch of such request to the e-mail address of the Customer, the Seller has the right to withdraw from the purchase contract. If the Customer requests a repeated dispatch of the

returned goods, the Seller will charge and add to the total purchase price for the ordered goods the costs of repeated delivery and postage according to the valid price list. Repeated delivery of such returned order is possible only if the purchase price for the ordered goods, as well as the costs of delivery, or postage, are fully paid in advance.

13. The Seller is entitled to withdraw from the contract in case the goods are sold out, the goods are unavailable or if the manufacturer, importer or supplier of the agreed goods suspended the production or carried out such major changes, which made the performance of the Seller's obligation under the contract impossible or due to the force majeure, or if even after making all efforts that can be reasonably expected from the Seller, the Seller is not able to deliver the goods to the Buyer within the period specified in these Terms and Conditions, or for the price that was listed in the E-shop. The Seller is obliged to inform the Customer about such circumstances immediately and to reimburse the already paid purchase price for the agreed goods within 14 days following the notification of the withdrawal.
14. The Buyer is not entitled to withdraw from the contract pursuant to the applicable provisions of the Act No. 102/2014 Coll. on consumer protection in sale of goods or provision of services under the distance contracts or contracts concluded outside the business premises of the seller and on amendments of other acts as amended, since the Seller manufactures the goods for the Buyer on the basis of the prior specific requirements set by the Buyer in the order.
15. Guaranty (warranty) conditions and procedure regarding the assertion of complaints is regulated in the Complaints Procedure which forms a part of these Terms and Conditions and is available on the following website: <http://piskacietricka.sk>.
16. The Seller is not responsible for a late delivery of the goods caused by the postal services or shipping services (courier), or by the fact that the Customer notified the Seller a wrong shipping address. The Customer is obligated to thoroughly check the delivered goods by their receipt and confirm the receipt of the goods by his/her signature on the delivery document. In case it is obvious that the parcel is damaged or destroyed, the Customer is obligated not to accept the goods and to contact the Seller immediately. A claim for potential failure to deliver the goods due to the fault of the shipping company or for damage of goods caused by the shipping company, shall be raised in such cases directly against the shipping company. Claims concerning mechanical damage of goods caused by the delivery, whereas such goods have been confirmed by the Customer to the shipping company as goods without defects, will not be considered by the Seller as justified and no performance as regards such claim (complaint) will be provided by the Seller to the Customer.
17. All received electronic orders concerning the goods are considered an offer for the conclusion of the purchase contract.

#### **Personal data and protection of privacy**

18. The Seller, as a controller of the filing systems on personal data, processes the Buyer's personal data to the following extent: first name, surname, sex, date of birth, permanent residence or delivery address, telephone number and e-mail address, or as the case may be, bank account number (hereinafter referred to as the "Extent of the Data Processing").
19. The Seller processes the Buyer's personal data for the purposes of the conclusion of the purchase contract with the Buyer and the fulfilment of obligations arising therefrom. The Seller informs the Buyer that the Seller receives the personal data directly from the Buyer based on their voluntary disclosure. Pursuant to the Act on Personal Data Protection, the Seller is entitled to process the Buyer's personal data for the aforementioned purpose also without the consent of the data subject.

20. With the express consent of the Buyer, the Seller may process his / her personal data to the Extent of the Data Processing also for the purposes of direct marketing and informing the Buyer about news and discount offers. The data subject provides his / her personal data voluntarily. The data subject expresses his / her consent with the processing of the personal data by ordering goods through the E-shop <http://piskacietricka.sk>, by registration in the E-shop <http://piskacietricka.sk> or by any another appropriate form. By ticking the respective box prior to the dispatch of the order or upon registration in the E-shop <http://piskacietricka.sk>, the data subject expresses his / her consent with the processing and storing of their personal data to the extent: first name, surname, e-mail address, telephone number, by the Seller's operation concerning sending of information about discount offers and news and with the processing of the personal data in the Seller's filing system. The data subject provides the Seller with this consent for a definite term of time, i.e. until the purpose of the processing of Buyer's personal data is fulfilled. The concerned person is entitled to withdraw his / her consent at any time.
21. The Seller is obliged to process the Buyer's personal data in accordance with the applicable legal regulations. Upon the fulfilment of the purpose, the Seller shall arrange for the erasure of the Buyer's personal data without delay. The Seller does not subject the conclusion of the contract with the Seller to the Buyer's consent to the personal data processing.
22. The Buyer has, at any time, the right and possibility to update his / her personal data directly in the relevant section of the E-shop <http://piskacietricka.sk>.
23. The Seller declares that the personal data will be obtained solely for the defined purpose.
24. The Seller declares that the personal data will be processed in accordance with good manners and that the Seller will act in the way that does not contradict or evade the applicable legislation.
25. On the basis of a written request, the Buyer has the right to require the Seller to confirm whether his/her personal data are processed or not, as well as to require in generally comprehensible form the information on the processing of the personal data in filing system to the extent of: (i.) the identification data of the Seller and the representative of the Seller, if appointed, (ii.) the identification data of the processor; this shall not apply if the Seller, by receiving the personal data, did not authorize the processor to process the personal data, (iii.) the purpose of the processing of the personal data (iv.) a list of personal data and the extent of the personal data, (v.) additional information which is, with regard to all circumstances and conditions of processing of personal data, necessary for the Buyer to ensure their rights and legitimate interests particularly in the scope of: (a.) instructions of the voluntariness or obligation to provide the requested personal data; if the Seller receives the personal data of the Buyer on the basis of the consent of the Buyer, the Seller notifies the Buyer also about the duration of the consent and if the Buyer's obligation to provide personal data results from a generally binding legal regulation, the Seller shall inform the Buyer about the legal basis that imposes such an obligation and also shall notify the Buyer about the consequences if provision of such personal data is refused, (b.) third parties, if it is expected or obvious that the personal data will be provided to such parties, (c.) group of recipients, if it is expected or obvious that personal data will be provided to them, (d.) form of disclosure, if personal data are to be published, (e.) third countries, if it is expected or obvious that the personal data will be transferred to these countries.
26. When issuing a decision pursuant to clause 30, the Buyer is entitled to become familiar with the process of processing and evaluating of the operations: (i.) in generally comprehensible form the exact information about the source of the personal data of the Buyer in order to process them, (ii.) in generally comprehensible form the list of personal data of the Buyer subject to processing, (iii.) correction or erasure of his/her incorrect, incomplete or outdated personal data, (iv.) erasure of his/her personal data, purpose of which for processing ceased to exist; if official documents containing personal data are subject to processing, he/she can request them to be returned, (v.)

erasure of processed personal data, in case of violation of law, (vi.) blocking of his/her personal data due to withdrawal of the consent before expiration of the time of its validity, in case the Seller processes the personal data with the consent of the Buyer.

27. The rights of the Buyer under clause 26 (iii.) and (iv.) can be restricted only if such restriction arises from a special law or if its application would violate the protection of the Buyer's rights or rights and freedoms of other persons.
28. Based on a free written request addressed to the Seller, the Buyer can object to: (i.) the processing of his/her personal data which are used or are expected to be used for direct marketing purposes without his/her consent and can request their erasure, (ii.) the use of his/her title, name, surname and address for the purposes of direct marketing in postal communication, or (iii.) the provision of his/her title, name, surname and address for the purposes of direct marketing.
29. Based on a written request, or in person if the matter is urgent, the Buyer can, at any time, submit an objection to the Seller against processing of his/her personal data in cases specified by law, by stating legitimate reasons or by submitting the evidence of infringement of his/her rights and legitimate interests, which are or may be infringed in a given case by such processing of the personal data; unless it is forbidden by the law and provided it is found out that the Buyer's objection is legitimate, the Seller is obliged to block the personal data, processing of which was objected by the Buyer, without undue delay and erase them as soon as circumstances permit it.
30. Based on a written request, or in person if the matter is urgent, the Buyer can, at any time, submit an objection to the Seller and refuse to follow the Seller's decision which would have for him/her legal consequences or significant impact, if such a decision has been made solely on the basis of the automated processing of his/her personal data. The Buyer has the right to request the Seller to review the issued decision by a method other than the automated processing, whereas the Seller is obliged to accept such a request of the Buyer in such a way that the decisive role in reviewing the decision will have an authorised (entitled) person; the Buyer shall be informed about the method and the result of the examination by the Seller within 30 days following the receipt of the Buyer's request. The Buyer does not have this right only in cases provided for in a statute, in measures ensuring the legitimate interests of the Buyer are regulated, or if within the pre-contractual relationships or during the existence of contractual relationships, the Seller issued a decision which meets the request of the Buyer or if the Seller, on the basis of a contract, took other appropriate measures to ensure the legitimate interests of the Buyer.
31. If the Buyer exercises his/her right: (i.) in written form and from the content of the request it may be implied that he/she exercises his/her right, the request shall be considered as filed in terms of the provisions on the protection of personal data; request filed in electronic form shall be supplemented by the Buyer by mail within three days from the date of its dispatch; (ii.) personally in oral form while recorded in writing, whereas from such written record (report) it must be clear who exercised the right, what does he/she claim/pursue and when and who did write the record (report), their signature and signature of the Buyer; a copy of this signed record (report) shall be provided by the Seller to the Buyer.
32. In case the Buyer has a suspicion that his/her personal data are processed without authorisation, the Buyer can file a motion in order to initiate the proceedings dealing with the protection of personal data with the Office for Personal Data Protection of the Slovak Republic.
33. In case the Buyer does not have a full legal capacity, his/her rights may be exercised by his/her statutory representative.

34. In case the Buyer died or has been declared dead, his/her rights under the applicable personal data protection regulations may be asserted by a close person.
35. Requests of the Buyer shall be handled by the Seller free of charge within 30 days from the date of receipt of the request; if the request concerns provision of a list of the processed personal data, the Seller has the right to require from the Buyer a payment that does not exceed the amount of reasonably spent administrative costs associated with the issuance of copies, procurement of data media, and with the dispatch of such information to the Buyer, unless specific legal regulations provide otherwise.
36. The Seller hereby notifies the Buyer that, in accordance with the valid legislation, his/her personal data may be provided to third parties such as courts, authorities operating in criminal procedure, the Office for Personal Data Protection or taxing authorities.
37. After submitting the order or after registration, the Buyer may receive from the Seller messages on special offers, events and services. The Customer may, at any time, request the Seller to stop sending such e-mail communication through a web link located in the delivered emails.

#### **Alternative dispute resolution for consumer disputes**

38. The Buyer has the right to ask the Seller to remedy the situation, if the Buyer is not satisfied as to how his / her complaint has been handled by the Seller, or if the Buyer assumes that the Seller violated his / her rights. The Buyer has a right to submit a motion for initiation of the alternative dispute resolution (hereinafter referred to as the "Motion") to the subject of the alternative dispute resolution, if the Seller has rejected or has not responded to the request according to the aforesaid sentence within 30 days following the day of its sending. The alternative dispute resolution is a procedure of the subject of the alternative dispute resolution pursuant to the Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes as amended (hereinafter referred to as the "Act"), which aims at the amicable resolution of a dispute between the parties to the dispute.
39. The Buyer may file the Motion to a competent subject of the alternative dispute resolution which is an authority of the alternative dispute resolution, i.e. Slovak Trade Inspection ([www.soi.sk](http://www.soi.sk) / <http://www.soi.sk/en/SOI-News.soi>) or an authorized legal person registered in the register pursuant to Section 5 (2) of the Act ([www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s](http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s)); the possibility of having recourse to a national court is not affected thereby. In that case, the parties to a dispute are the Buyer, who submitted a Motion for initiation of the alternative dispute resolution, and the Seller, against whom the Motion has been filed. The Motion can be submitted in the form of a letter, electronically or orally (on record). The Buyer can also submit the Motion via the following online platform of the alternative dispute resolution: <http://ec.europa.eu/consumers/odr/>.
40. In order to submit the Motion, the Buyer can use a form, template of which forms an Appendix no. 1 to the Terms and Conditions.
41. The alternative dispute resolution carried out by the authorities of the alternative dispute resolution (Slovak Trade Inspection) is free of charge. The authorized legal person (listed in the register pursuant to Section 5 (2) of the Act) can stipulate in its rules on the alternative dispute resolution that it is entitled to require a fee for the initiation of the alternative dispute resolution which is to be published on its website; the fee for the alternative dispute resolution shall not exceed a sum of EUR 5 including VAT. The authorized legal person can require the payment of the fee from the Buyer upon sending the notice on initiation of the alternative dispute resolution at the earliest. The costs connected with the alternative dispute resolution are borne by each of the parties individually, without possibility of their refund.

42. If it is apparent, after a diligent assessment of all of the discovered facts and statements of the parties to the dispute, that the parties to the dispute are interested in the amicable resolution of the dispute, the subject of alternative dispute resolution shall prepare a draft agreement on the settlement of the dispute. The agreement, which comes into the existence as an outcome of the alternative dispute resolution, is binding upon the parties to the dispute; the possibility of having recourse to a national court is not affected thereby. If the settlement between the parties to the dispute is not reached and the subject of the alternative dispute resolution, based on the facts discovered during the alternative dispute resolution, comes to a reasonable conclusion that the Seller has violated the Customer's rights pursuant to the applicable legal regulation concerning the protection of consumer's rights, the subject of the alternative dispute resolution shall close the alternative dispute resolution by issuing a non-binding and reasoned opinion.

### **Final provisions**

43. The Customer confirms, by submitting the order, that he/she has read these Terms and Conditions, he/she understand them and agrees with them. If certain provisions of these Terms and Conditions become ineffective or invalid, this does not have any impact on the effectiveness and validity of other provisions of these Terms and Conditions, except for the cases that these provisions are inseparable. In such case the Seller and the Buyer commit themselves to replace the ineffective provision by effective provision and invalid provision by a valid provision, so it would reflect, as much as possible, the originally intended content and purpose of the ineffective and/or invalid provision. Until the replacement is done according to the previous sentence of these Terms and Conditions, the applicable regulation of generally binding legal regulations shall apply.
44. These Terms and Conditions shall be governed by the law of the Slovak Republic with the exclusion of conflict-of-law rules. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of 1980 and any other subsequent documents is hereby excluded with regard to these Terms and Conditions. Courts of the Slovak republic shall have a jurisdiction over the disputes arising from or connected with these Terms and Conditions, whereas the Buyers who are consumers may sue the Seller in the courts of the EU member states, in which they have their domicile.
45. These Terms and Conditions are applicable to the contractual relations between the Seller and the Buyer in the wording stated on the Seller's website on the day of dispatch of the Seller's confirmation of the order to the Buyer. The Seller encloses a valid and effective version of these Terms and Conditions in .pdf file along with the confirmation of the order and a copy of the Complaints Procedure with which the Buyer was able to acquaint him/herself via webpage of the E-shop and with which he/she expressed his/her consent prior to dispatch of order by ticking the appropriate box, and that together with the confirmation of the Buyer with the order.
46. The Seller reserves the right to change these Terms and Conditions. The obligation to notify the changes of these Terms and Conditions is fulfilled by placing/publishing them on the Seller's website, whereas the amended Terms and Conditions shall not apply to legal relations between the Seller and the Buyer which were created before the publishing of the amended wording of the Terms and Conditions on the Seller's website.
47. These Terms and Conditions shall be effective as of  2016 and fully replace any previous version of the Terms and Conditions.

## Appendix no.1

### TEMPLATE

#### MOTION FOR INITIATION OF ALTERNATIVE DISPUTE RESOLUTION

##### **Consumer Information**

first name and surname:

permanent address:

delivery address:

e-mail address:

telephone number:

##### **Seller Information**

business name:

place of business / registered seat:

identification number:

email address:

website:

telephone number:

##### **Details of the case**

date of purchase / contract signing:

date of delivery:

place of purchase:

price of goods or services:

form of payment<sup>1</sup>:

form of sale<sup>2</sup>:

date of complaint:

date of complaint settlement:

date of consumer's application for remedy:

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<sup>1</sup> For example bank transfer, cash, cheque, credit card or debit card

<sup>2</sup> For example store, e-shop, other distance sale (e.g. offer catalogue, telephone), doorstep selling, selling event, market / fair, auctions or e-auctions

**Description of relevant facts including the information that an attempt to settle a dispute directly with the seller was unsuccessful** *(add another sheet if necessary):*

**Specification of what the consumer claims/pursues:**

I, the undersigned, declare that I have not filed the same motion with other subject of the alternative dispute resolution, that there is no judicial or arbitration decision on the merits, that neither the agreements on mediation of the dispute have been concluded nor the alternative dispute resolution has been closed on the merits, with the exception of the closure due to the erasure of the authorized legal person from the register.

Date:

Signature: