

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

These General Terms and Conditions govern the rights and obligations of the contracting parties from the purchase contract concluded between:

I. Basic data

The Seller: Ing. Zlatica Tušková, Horné Saliby 908, 925 03 Horné Saliby, Business ID: 51226910
Tax ID: 1086514220
VAT ID number: Not VAT registered
Account number: IBAN: SK77 0200 0000 0038 8528 1957
registered in the Trade Register at the District Court Galanta, Trade Register number 220-32477
Contact information:
Phone: +421 917 660 721
E-mail: info@zlatush.sk
(hereinafter referred to as "Seller")
and
Buyer whose subject matter is the purchase and sale of goods on the electronic website of the seller's e-shop.

The Supervisor is:
Slovak Trade Inspection (SOI)
SOI Inspectorate for the Trnava Region
Based in Trnava
Pekárska 23, 917 01 Trnava
Supervision Department and Legal Department
tel. no. 033/321 25 21, 033/321 25 27, fax. no. 033/321 25 23
E-mail: tt@soi.sk

Address for complaints, withdrawals, and suggestions:
Ing. Zlatica Tušková, Horné Saliby 908, 925 03 Horné Saliby, Business ID: 51226910, E-mail: info@zlatush.sk

2. SUBJECT OF THE CONTRACT

The subject of the contract are only items of goods and services (products) explicitly stated in the purchase contract - order. Quantity, features, prices, and other data contained on the website of the seller are binding data.

The Seller undertakes to deliver to the Buyer:

- a defect-free product in accordance with the specification or characteristics customary to the type of service,
- a product complying with the standards, rules and regulations applicable in the territory of the Slovak Republic.

The parties agree that by sending an order to the seller, the buyer confirms that he/she agrees that these General Terms and Conditions and their terms and conditions will apply to all sales contracts concluded on any e-commerce website/e-shop operated by the seller under which the seller delivers the product presented on the website concerned to the Buyer (hereinafter referred to as the "Purchase Contract") and for all relations between the Seller and the Buyer arising, in particular, when concluding the Purchase Contract and claiming the goods.

3. ORDER CANCELLATION

Order cancellation by buyer:

The Buyer has the right to cancel the order at any time prior to binding confirmation and the buyer has the right to withdraw from the contract, which is the delivery of the product, etc. before the withdrawal period begins.

If the seller has provided the consumer with timely and proper information on the right to withdraw from the contract pursuant to § 3 par. 1 letter (h), the consumer is entitled to withdraw from the contract concluded at a distance or contract concluded outside the premises of the seller within 14 days from the date of receipt of the goods without giving any reason.

The Seller shall exercise the right to compensation mainly in the case of the purchase of a "per order" product, which had to be purchased at the Buyer's request or if demonstrable costs have already been incurred to secure the product. The cancellation fee may be up to the cost of the product.

Order cancellation by seller:

The Seller reserves the right to cancel the order or its part in the following cases:

- the order could not be confirmed (wrong phone number, unavailable buyer, buyer does not respond to emails, etc.).

The General Terms and Conditions form an integral part of the Purchase contract. In the event that the seller and buyer conclude a written purchase contract in which they agree on conditions different from the general terms and conditions, the provisions of the purchase contract shall prevail over the general terms and conditions.

4. HOW TO CONCLUDE A PURCHASE CONTRACT

1. The purchase contract is concluded by binding acceptance of the proposal to conclude the purchase contract of the buyer by the seller in the form of e-mail message of the buyer sent to the seller or in the form of a form filled out and sent by the Buyer on the Seller's website or in the form of a Buyer's telephone order to the Seller (hereinafter referred to as the "Order").

2. A binding acceptance of the Buyer's order by the Seller is a telephone or e-mail confirmation or a private message from the Seller to the Buyer about acceptance of the order upon prior acceptance of the order by the buyer marked "order confirmation".

3. The binding acceptance of the order shall include the name and specification of the product the sale of which is the subject of the purchase contract, the price of the product and / or other services, the name and the place where and how the product is to be delivered and details of the price, conditions, method and date of delivery of the product, or other particulars.

5. RIGHTS AND OBLIGATIONS OF THE SELLER

1. The Seller shall:

- a. deliver the product in the agreed quantity, quality and deadline based on the order confirmed by the seller to the buyer,
- b. ensure that the delivered goods meet the obligations laid down in the applicable legislation of the Slovak Republic,
- c. hand over to the Buyer, together with the product in written or electronic form, all documents necessary for the takeover and use of the product and other documents prescribed by valid legislation (data on product characteristics, installation instructions, operation, use, maintenance, safety notices in Slovak language, withdrawal form, warranty card / if is required by the consumer, respectively if the seller grants a longer warranty period than the statutory warranty period / proof of purchase).

2. The Seller has the right to a proper and timely payment of the purchase price from the Buyer for the delivered product.

6. RIGHTS AND OBLIGATIONS OF THE BUYER

1. The consumer shall be entitled to withdraw from the contract in writing within 14 days of the date of receipt of the goods or the conclusion of the service contract without giving any reason (Act No. 102/2014 Coll. On consumer protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the premises of the seller).

By withdrawing the consumer from the contract, the contract is canceled from the beginning.

2. The consumer:

- a. takes over the purchased or ordered product
- b. pays the seller the agreed purchase price within the agreed due date, including the costs of delivery of the product.
- c. confirms taking over the product by e-mail, his/her signature or by the signature of an authorized person.

3. The product should be delivered to the buyer in quantity, quality, time and in the manner and place agreed by the parties in the binding acceptance of the order.

7. DELIVERY CONDITIONS

1. Delivery methods.

Delivery of goods is possible as follows:

- delivery by DPD courier,
- delivery by the Slovak Post,
- delivery by "Zásielkovňa" mailing service.

2. Price and payment:

When ordering a product and shipping by:

postage + packing together

Slovak Post, 1 st Class, registered mail up to and including 0,5 kg:	2,85 EUR
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Slovak Post, 1 st Class, registered mail, weights from 0,5 kg to 1 kg including:	3,60 EUR
Slovak Post, 1 st Class, package delivered to post office, weight over 1 kg:	3,70 EUR
Slovak Post, 2 nd Class, registered mail in up to and including 0,5 kg:	2,65 EUR
Slovak Post, 2 nd Class, registered mail, weights from 0,5 kg to 1 kg including:	3,40 EUR
Slovak Post, package to address, weight over 1 kg:	4,90 EUR
DPD Courier without weight limitation:	5,20 EUR
By "Zásielkovňa" mailing service to a collection spot without weight limitation:	3,30 EUR
In person at the seller's place of business:	0,00 EUR

The price of delivery of goods is valid within the territory of the Slovak Republic. When sending goods abroad, shipping costs are calculated individually on the basis of a contract of freight price outside the Slovak Republic. Price of delivery to the Czech Republic:

DPD Courier up to 1 kg:	5,50 EUR
DPD Courier up to 2 kg:	6,40 EUR
By "Zásielkovňa" mailing service to a collection spot up to 5 kg:	4,40 EUR

The buyer is obliged to pay the seller the purchase price of the product agreed in the purchase contract at the time of conclusion of the purchase contract, including the cost of delivery of goods (hereinafter referred to as the "purchase price") according to Act No.18 / 1996 Coll. as amended in the form of:

- bank transfer to the seller's account.

3. In the event that the Buyer pays the Seller the purchase price by bank transfer, the date of payment shall be the date on which the entire purchase price was credited to the Seller's IBAN account: SK77 0200 0000 0038 8528 1957, VS: order number.

4. The buyer is obliged to pay the seller the purchase price for the agreed product within the time limit according to the purchase contract, but at the latest when the product is taken over.

5. In the event that the buyer pays the seller the purchase price for the product agreed in the purchase contract, the buyer is entitled to withdraw from the purchase contract and demand a refund of the purchase price only in accordance with applicable legislation of the Slovak Republic.

6. In the event that the Buyer fails to pay the Seller the full purchase price upon takeover of the Product, the Parties agree that the Seller is entitled to withdraw from the Purchase Contract and demand compensation from the Buyer for the costs incurred within the order and delivering the unpaid product.

7. The prices of the product stated on the website of the seller are valid at the moment of ordering the goods.

8. The purchase price shall be deemed paid by crediting the entire purchase price to the seller's account, in the case of payment by transfer to the seller's account, or by paying cash to the courier.
9. The seller reserves the ownership of the product until full payment of the purchase price.
10. The proof of purchase issued under the purchase contract between the seller and the buyer is a tax document simultaneously.
11. Taking over the product by the buyer is essentially possible only after its full payment, unless otherwise agreed.
12. The price of the transport of goods is added to the price of the product, as mentioned in point 7.2 above.
13. The product is sold according to the requirements of the buyer and the exhibited samples, catalogs, type sheets, samplers of the seller placed on the seller's e-shop website.
14. Unless agreed otherwise between the seller and the consumer, the seller is obliged to fulfill the consumer's order within 90 days of its delivery.
15. The Buyer shall take over the Product by the means indicated in the Buyer's acceptance of the Buyer's order.
16. The information on product features, quantity, dimensions and other data contained in the Seller's catalogs, brochures and other documents placed on the Seller's website or e-shop are binding data.
17. The place of delivery of the product is the place specified in the acceptance of the order by the Seller, unless the contracting parties agree otherwise in the purchase contract.
18. The Seller shall deliver the product to the Buyer (send via email) to the address specified in the Purchase Contract by the Buyer. The product is considered delivered the moment of delivery of the product to the address specified in a binding acceptance of the order.
19. If the seller delivers the goods to the buyer at the place specified in the purchase contract by the buyer, the buyer takes the goods in person or ensures that the goods are taken over by the person authorized by him to take over the goods specified in the purchase contract and signs the acceptance certificate. The third party authorized to take over the goods specified in the purchase contract is obliged to present to the seller the original or a copy of the purchase contract and proof of payment of the goods and a written power of attorney. If it is necessary to repeat the delivery of the goods due to the absence of the Buyer at the place specified in the Purchase Contract, all costs incurred by the Buyer shall be borne by the Buyer, in particular the repeated delivery of the goods to the place of destination in the Purchase Contract. Goods are deemed delivered at the moment of delivery of the goods to the address specified in the binding acceptance of the order and taken over at the moment of physical receipt of the goods by the buyer, or by its authorized representative or by refusing to accept the goods indicated by the courier in the acceptance certificate.

20. The costs associated with the delivery to the floor are not included in the purchase price of the goods and the seller is not obliged to provide the buyer with this service.

21. If the buyer inspects the product after delivery and finds that the product has any defects, he shall notify the seller of this fact and make a complaint to the seller, or withdraw from the contract with the seller.

22. If the seller fails to perform the contract because the ordered product cannot be delivered or the service cannot be provided, he is obliged to inform the buyer without delay and refund the price paid for the product or advance within 14 days, unless the seller and the buyer agree on a substitute performance. If the seller and the buyer do not agree on a substitute performance, the seller is obliged to reimburse all the proven costs incurred by the consumer to order the product or services. In substitute performance, the seller is obliged to deliver the product or service to the consumer in the same quality and price.

8. ACQUISITION OF OWNERSHIP AND TRANSFER OF RISK OF DAMAGE TO GOODS

The buyer acquires the ownership to the goods only after full payment of the full purchase price for the goods.

9. COPYRIGHT

Copyright is governed by Copyright Act no. 185/2015 Coll. as amended.

10. WITHDRAWAL FROM THE PURCHASE CONTRACT

1. The buyer is entitled to withdraw from the purchase contract within 14 days of receipt of goods without giving a reason in accordance with the provisions of § 7 par. 1 of Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or provision of services concluded at a distance or off-premises contract of the seller and amending and supplementing certain laws. The seller is obliged to take over the product and return to the consumer no later than 14 days from the date of delivery of the withdrawal the price paid for the product, including the costs incurred by the consumer in order to order the goods or service. The cost of returning the product shall be borne by the consumer.

The buyer may not withdraw from the contract, the subject of which is:

- a. the provision of services if the performance of services has begun with the express consent of the consumer and the consumer stated that he was properly informed that by expressing this consent he/she was losing his/her right of withdrawal after the service was fully provided and if the service was fully provided,**
- b. the sale of goods or the provision of services, the price of which depends on price movements on the financial market which the seller cannot influence and which may occur during the withdrawal period,**
- c. the sale of goods made to the specific requirements of the consumer, custom goods made to measure or goods specifically designed for one consumer,**
- d. the sale of goods which are subject to rapid deterioration or perishability,**
- e. the sale of goods contained in a protective packaging which it is not appropriate to return for health or hygiene reasons and whose protective packaging has been broken after delivery -**

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- f.** the sale of goods which, by their nature, may be inseparably mixed with other goods after delivery,
- g.** the sale of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, the delivery of which may be made no earlier than 30 days and their price depends on market movements that the seller cannot control,
- h.** the execution of urgent repairs or maintenance which the consumer has explicitly asked the seller; this shall not apply to service contracts and contracts for the sale of goods other than the spare parts necessary to carry out repair or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not order those services or goods in advance,
- i.** the sale of sound recordings, video recordings, audio-visual recordings, books or computer software sold in protective packaging if the consumer has unwrapped the packaging,
- j.** the sale of periodicals, except for sales under a subscription agreement and the sale of books not supplied in protective cover,
- k.** the provision of accommodation services for other than the accommodation purpose, transport of goods, rental of cars, provision of catering services or the provision of services related to leisure activities and under which the seller undertakes to provide these services at the agreed time or within the agreed time,
- l.** the provision of electronic content other than on a tangible medium if it has been provided with the express consent of the consumer and the consumer has declared that he has been properly informed that he is losing his right of withdrawal.

2. The buyer shall withdraw from the contract in writing form. In the withdrawal from the purchase contract, pursuant to the foregoing point of these General Terms and Conditions, the Buyer shall indicate the Buyer identification, the order number and date, the exact product specification, the manner in which the Seller should return the payment already received, mainly especially the account number and / or mailing address.

Simultaneously with the withdrawal from the purchase contract, the buyer is obliged to present /send/ to the Seller the product together with accessories including documentation and the original proof of payment.

If the Buyer withdraws from the contract and submits /sends/ to the Seller the product that could be used appropriately, the packaging of goods is undamaged and complete, the Seller returns to the Buyer the purchase price already paid for the product stated in the binding acceptance of the order or within 14 days from the date of receipt of withdrawal from the purchase contract and delivery of the product to the Seller, by bank transfer to the Buyer's account designated by the Buyer.

3. The Seller shall refund the Buyer the purchase price, including the costs incurred by the Buyer in connection with ordering and delivery of the Product, if the Buyer together with the Product shall submit to the Seller documentary evidence of the costs incurred by the Buyer in connection to order the Product.

4. The costs incurred by the Buyer in connection with the ordering of the product shall be the costs of placing an order, especially the price for making a telephone call by which the Buyer made a proposal to conclude a purchase contract or the price of connecting the Buyer to the Seller's website, when the Buyer filled and sent the order form on the website, or wrote and sent an email with the order.

11. CONFIDENTIALITY

The Buyer is obliged to strictly maintain the confidentiality of all information made available to him/her in connection with the supplies from the Seller and which, in the light of the

circumstances, can be considered to be clearly a trade or business secrets and should be kept confidential, with the exception of information known from public resources.

12. FINAL PROVISIONS

- 1.** The Seller reserves the right to change these General Terms and Conditions. The obligation to notify in writing the modification in these General Terms and Conditions is fulfilled and valid by placing it on the Seller's e-commerce website.
- 2.** Where the purchase contract is concluded in writing, any change thereto shall be in writing.
- 3.** The Parties agree that communication between them shall take the form of e-mail messages.
- 4.** All legal relationships between the Seller and the Buyer that are not explicitly governed by these Terms and Conditions shall be governed by provisions of the following laws and regulations:
 - a.** Act no. 102/2014 Coll. on the protection of consumers in the sale of goods or provision of services concluded on the basis of a distance or off-premises contract of the seller and as amending and supplementing certain laws,
 - b.** Act no. 22/2004 Coll. on e-commerce and on amendment of Act no. 128/2002 Coll. (as amended),
 - c.** Act no. 250/2007 Coll. on Consumer Protection and on Amendment to Act of the Slovak National Council no. 372/1990 Coll. on offenses (as amended),
 - d.** Act no. 40/1964 Coll. Civil Code (as amended).
- 5.** These General Terms and Conditions shall come into effect against the Buyer upon the conclusion of the Purchase Contract.
- 6.** If the consumer withdraws from the contract, he/she shall bear the costs of returning the product to the seller pursuant to § 10 par. 3 of the Act and if the Buyer withdraws from a distance contract, he/she shall bear the cost of returning the product, which, by its nature, cannot be returned by post.
- 7.** The Buyer is obliged to pay the Seller the price for the execution of contract actually provided pursuant to § 10 par. 5 of the Act if the consumer withdraws from the service contract after giving the seller explicit consent under § 4 par. 6 of the Act.
- 8.** The Seller adheres to the Code of Conduct.
- 9.** Duration of the contract - during the warranty period, the terms of termination of the contract are mentioned above.
- 10.** Possible solutions to the disputes can be resolved out of court by mutual agreement.
- 11.** The ownership to the subject of the contract shall be transferred to the buyer only after all payments specified in the contract have been paid.

INSTRUCTIONS ON THE APPLICATION OF THE CONSUMER RIGHT TO WITHDRAW

1. Right of withdrawal.

You have the right to withdraw from this Contract within 14 days without giving any reason. The withdrawal period shall expire 14 days after the date of receipt of the product.

To exercise the right of withdrawal, please notify us of your decision to withdraw from this Contract by explicitly declaring it (for example, by letter, fax or e-mail) at: info@zlatush.sk

For this purpose, you can use the model form of withdrawal, which is located at: Ing. Zlatica Tušková, Horné Saliby 908, 925 03 Horné Saliby, ID: 51226910, e-mail: info@zlatush.sk or at the website: <http://www.zlatush.sk/documents/withdrawal.pdf>

The withdrawal period is maintained if you send a notice of exercise of the right of withdrawal before the withdrawal period expires.

2. Consequences of withdrawal.

After withdrawal from the contract we will refund all payments you made in connection with the conclusion of the contract, in particular the purchase price, including the cost of delivery of the goods to you.

Payments will be refunded to you within 14 days at the latest.

You will be refunded without undue delay, no later than 14 days from the date of receipt of your notice of withdrawal. The payment will be paid in the same way as you used to make your payment, unless you explicitly agree to another form of payment, without charging any additional charges.

3. If you are interested, you can fill in and send a sample withdrawal form or any other unambiguous notice of withdrawal also electronically via our website:

<http://www.zlatush.sk/documents/withdrawal.pdf>

If you use this option, we will promptly acknowledge receipt of your withdrawal on a durable medium (such as by email).

4. The period shall be deemed to be maintained if you return the product before the expiry of the 14-day period.

You are only liable for any diminution in the value of the goods as a result of handling them other than what is necessary to determine the nature, characteristics and functionality of the product.

5. The information contained in these instructions shall form an integral part of the distance or off-premises contract of the Seller and may be changed only with the express agreement of both parties.

6. By placing an order and pressing the "order with obligation to pay" button, the buyer explicitly confirms that he/she has been aware that the order includes the obligation to pay the price.

7. The Seller shall immediately provide the Buyer with a confirmation of the conclusion of the contract on a durable medium after the conclusion of the contract concluded at a distance, at the latest together with the delivery of the goods.

The confirmation shall include:

- all information referred to in Article 3 (1). 1 of the Act if the Seller did not provide this information to the Buyer on a durable medium before the conclusion of the distance contract.

8. The buyer may withdraw from the contract for the delivery of the product, even before the withdrawal period begins.

9. The buyer may exercise the right of withdrawal under § 7 para. 1 of the Act with the seller in documentary form or in the form of an entry on another durable medium; if the contract was concluded orally, any unambiguous statement of the consumer expressing his/her will to withdraw is sufficient to exercise the consumer's right of withdrawal.

The consumer may use the withdrawal form given to him by the seller.

10. The withdrawal period shall be deemed to be maintained if the withdrawal notice was sent to the Seller no later than the last day of the period pursuant to § 7 par. 1 of the Act.

11. The burden of proving the exercise of the right of withdrawal shall be borne by the buyer.

Obligations of the Seller upon withdrawal

1. The seller is obliged to return to the buyer, without undue delay, no later than 14 days from the date of receipt of the notice of withdrawal, all payments received from him under or in connection with the contract; this does not affect the provision of § 8 par. 5. of the Act.

2. The seller is be obliged to return the payment to the buyer in accordance with paragraph 1 in the same manner as the consumer used in his payment. This is without prejudice to the buyer's right to agree with the seller on a different payment method if no additional fees are charged to the buyer.

3. The Seller is not be obliged to pay the additional costs to the Buyer if the Buyer has explicitly chosen a different method of delivery other than the least expensive standard delivery method offered by the Seller.

Additional cost means the difference between the delivery cost chosen by the Buyer and the cost of the cheapest normal delivery method offered by the Seller.

4. In the event of withdrawal from the Contract on the sale of the product, the Seller shall not be obliged to return the payment to the Buyer pursuant to paragraph 1 before the goods are delivered to the Seller or until the Buyer proves that the goods have been returned to the Seller through a person authorized by the Buyer.

Obligations and authorizations of the Buyer when withdrawing from the Contract

1. The Buyer is obliged to send the product back or hand it over to the Seller within 14 days from the date of withdrawal. This does not apply if the Seller suggests picking up the product in person or through a person authorized by the Seller. The period referred to in the first sentence shall be deemed to have been maintained if the product was submitted for delivery no later than the last day of the period.

2. Upon withdrawal from the contract, the Buyer shall bear only the cost of returning the goods to the Seller or the person authorized by the Seller to take over the goods. This shall not apply if the Seller has agreed to bear them himself or if he has not fulfilled his obligation under § 3 par. 1, par. i) of the Act.

3. The Buyer shall only be responsible for any diminution in the value of the product resulting from the handling of the goods beyond treatment necessary to ascertain the characteristics and functionality of the goods. The Buyer shall not be liable for any reduction in the value of the product if the Seller has not complied with the information duty on the consumer's right to withdraw from the contract pursuant to § 3 par. 1, par. h) of the Act.

In Horné Saliby, on 28.12.2017