

## **Business conditions**

### **1. General provisions**

1.1. These general terms and conditions govern the rights and obligations of the contracting parties resulting from the purchase contract concluded between the seller, which is DINO Slovakia, spol. s r. o. with registered office at Kamenice 5308/15, Pezinok 902 01, ID number: 36 216 291, registered by the District Court Bratislava 1, Department: Sro, File no.: 147577/B, VAT number: 2020049053, VAT number: SK2020049053, office Borekova 10, 821 06 Bratislava, (hereinafter referred to as "seller") and buyers whose subject is the purchase and sale of goods on the website of the seller's electronic store.

Contact details of the seller:

mail: objednavky@dinoslovakia.sk

phone: +421917641045

postal address: DINO Slovakia, spol. s.r.o., Borekova 10, 821 06 Bratislava

Account number for non-cash payments in the Slovak Republic:

UniCredit Bank Czech Republic and Slovakia, a.s., branch of a foreign bank

IBAN: SK63 1111 0000 0012 5757 8080

BIC (SWIFT): UNCRSKBX

Account number for non-cash payments in the Czech Republic:

Fio banka, a.s.

IBAN: CZ87 2010 0000 0024 0218 2862

BIC (SWIFT): FIOBCZPPXXX

Supervisory authority:

Slovak Trade Inspection (SOI) SOI Inspectorate for the Prešov region

Obrancov mieru 6, 080 01 Prešov 1, Department of Supervision

tel. No.: 051/ 7721 597, fax no.: 051/ 7721 596

1.2. The contracting parties have agreed that the buyer by sending the order to the seller confirms that agrees that these general terms and conditions and their terms and conditions will apply to all purchase contracts concluded on any electronic website store operated by the seller on the basis of which the seller will deliver the goods presented on of the website in question to the buyer (hereinafter referred to as the ("purchase agreement")) and to all relations between by the seller and the buyer arising mainly when concluding a purchase contract and claiming goods.

1.3. The general terms and conditions are an integral part of the purchase contract in case that the seller and the buyer conclude a written purchase contract in which they agree on conditions different from general terms and conditions the provisions of the purchase contract will take precedence over general business conditions.

1.4. List of goods on any e-commerce website it operates the seller is a catalog of normally delivered goods and the seller does not guarantee immediate availability of all listed goods. However the seller usually ships the ordered goods within 3 days and within 3 days of confirmation of the received order. In case it is not possible to deliver the goods to the buyer from confirmation of the order, usually within 3 days the seller will contact the buyer by phone or email about the availability of the ordered goods and the delivery time.

1.5. Buyer in the sense of this part of the Terms and Conditions means the consumer.

1.6. For the purposes of these Terms and Conditions a consumer is a natural person who the conclusion and performance of the purchase contract does not take place within the scope of its business activity employment or occupation.

1.7. The buyer as a consumer states his name, surname and address when placing an order residence, telephone number, e-mail contact.

## **2. Method of concluding the purchase contract**

2.1. The purchase contract is concluded by binding acceptance of the proposal for the conclusion of the purchase contract the buyer by the seller in the form of an e-mail message from the buyer sent to the seller and/or in the form of a form completed and sent by the buyer on the seller's website within the e-shop purchase. (hereinafter referred to as "order").

2.2. Binding acceptance of the buyer's order by the seller is an e-mail confirmation the seller to the buyer about the acceptance of the order after the previous acceptance of the order the buyer has after verifying the availability of the goods the valid prices and the delivery date of the requested goods marked by the buyer as "order confirmation". If a higher price is found the seller has the obligation to request the customer's consent to change the price according to the current price list before confirming the order. Only by granting the customer's consent to the price change and subsequent confirmation (by acceptance) of the order by the seller the contractual relationship is considered concluded. All prices for goods and services and all fees in the online store are stated including VAT. Automatically executed Notice of acceptance of the order into the electronic system of the seller, which the buyer receives to his e-mail address immediately after sending it order is not considered a binding acceptance of the order; this announcement has only informative in order to notify the buyer of the receipt of his order. To email the buyer's address all other information will be sent to him if necessary his orders.

2.3. The binding acceptance of the order mainly contains data on the name and specification of the goods which the sale is the subject of the purchase contract further information on the price of goods and/or other services information on delivery the term of the goods the name and information about the place where the goods are to be delivered and information about the price, conditions, method and date of transportation of the goods to the agreed place of delivery of the goods for the buyer data on to the seller (business name, registered office, ID number, registration number in the commercial register, etc.), or others data.

2.4. The buyer can deliver via e-mail to the seller within 24 hours hours from the delivery of the order to the seller a notification that the order is being cancelled. The buyer is obliged to state the name, e-mail and description of the ordered goods in the order cancellation notification. In case of cancellation of the order the seller does not charge the buyer any fees related to by canceling the order.

2.5. According to the amendment to Act no. 222/2004 Coll., on value added tax cannot be changed from 1.1.2013 data in the already issued tax document (invoice). Data in the tax document (invoice) is possible can only be changed if the customer has not yet accepted and paid for the goods.

2.6. In the case of ongoing promotions the sale of goods is managed on the seller's website in addition to these general terms and conditions also the binding conditions of the relevant promotion. In the event that the buyer orders goods in violation of the terms of the relevant promotion the seller is authorized to cancel the buyer's order.

## **3. Rights and obligations of the seller**

3.1. The seller is obliged to:

- based on the order confirmed by the seller deliver the goods to the buyer in the agreed time quantity, quality and date and pack it or equip it for transport in the manner necessary for its preservation and protection,
- to ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic,
- hand over to the buyer at the latest together with the goods in written or electronic form all documents required for taking over and using the goods and other documents prescribed by valid legal regulations (instructions in the Slovak language, warranty card, delivery note).

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

3.3. The seller has the right to cancel the order if due to stock out or due to the unavailability of the goods is unable to deliver the goods to the buyer within the period determined by these commercial terms conditions or in the price that is listed in the online store if with the customer does not agree on substitute performance. The customer will be informed by phone about the cancellation of the order or by e-mail.

## **4. Rights and obligations of the buyer**

4.1. The buyer is obliged to:

- take over purchased or ordered goods,

- pay the agreed purchase price to the seller within the agreed due date including the costs of delivery of goods,
  - not damage the seller's good business name,
  - confirm receipt of the goods in the delivery note with your signature or the signature of a person authorized by him
- 4.2. The buyer has the right to deliver goods in the quantity, quality, date and place agreed upon by the contracting parties in the binding acceptance of the order.

## **5. Delivery and payment conditions**

5.1. The goods are sold according to the displayed samples, catalogs, type sheets and sample books of the seller located on the website of the seller's electronic store.

The delivered goods have a minimum shelf life of more than 2 months before the expiration date. In the case of a shorter shelf life contact the seller by phone or e-mail before delivery the buyer and will deliver the goods only after the buyer's consent.

5.2. The seller is obliged to fulfill the buyer's order and deliver the goods to the buyer within the deadline 30 days from the acceptance of the buyer's order by the seller; this delivery period the buyer without accepts reservations.

5.3. The buyer is obliged to take over the goods at the place indicated in the acceptance of the order buyer by seller. In the event that the buyer without prior written withdrawal from contract, he does not take over the goods within 7 days after the expiration of the period specified in the binding purchase contract acceptance gives the seller the right to claim compensation for the incurred damage in the amount the actual cost of an unsuccessful order delivery attempt. After 14 days from the day when the buyer is obliged to take over the goods the seller is entitled to withdraw from the purchase contract and sell goods to a third party.

5.4. The seller is entitled to invite the buyer to take over the goods before the expiry of the deadline agreed in the purchase contract.

5.5. Weight, dimensions and other data about goods contained in catalogues, prospectuses and others in the seller's documents stated by the manufacturer may differ from reality by  $\pm 3\%$  of of the stated value.

5.6. The place of delivery of the goods is the place indicated in the acceptance of the order by the seller if the contracting parties do not agree otherwise in the purchase contract.

5.7. In case the seller delivers the goods to the buyer to the place specified in the purchase contract the buyer is obliged to take over the goods personally or to ensure that a person takes over the goods which he authorizes in the event of his absence to take over the goods specified in the purchase contract and sign the protocol on the delivery and handover of the goods. A third party authorized to take over the goods stated in the purchase contract is obliged to submit the original or a copy of the purchase receipt to the seller contract and proof of payment for the goods and written power of attorney. If the delivery of goods is necessary repeat due to the absence of the buyer at the place specified in the purchase contract all costs arising from this, the buyer pays in particular the repeated delivery of the goods instead of the destination in the store contract. The goods are considered to have been received in accordance with point 10.2. these general business conditions.

5.8. The buyer is obliged to check the shipment, i.e. the goods, as well as their packaging, immediately with him delivery. In the event that the buyer discovers that the goods or the packaging of the goods is mechanically damaged, it is obliged to notify the carrier of this fact and check the condition of the goods in his presence. In the event of damage to the goods upon receipt by the buyer the buyer is obliged to do so immediately upon receipt goods make a record of the extent and nature of damage to the goods (damage record) the correctness of which confirmed by the carrier. On the basis of the thus prepared record delivered to the seller he can after the conclusion of the damage event with the carrier the seller shall provide for the elimination of the lack of goods a discount on the goods and in case of irreparable defects in the goods deliver new goods to the buyer.

5.9. The buyer is entitled in the event of non-delivery of the goods by the seller within the period specified in 5.2. Terms and conditions to withdraw from the purchase contract.

5.10. The buyer will receive an invoice for each shipment by e-mail or together with the delivered shipment. Where a warranty card is required, you will receive it in the package.

5.11. The seller will deliver the goods to the buyer via a courier company Name of the company: Packeta Slovakia s. r. o., Kopčianska 3338/82A, 851 01 Bratislava, Slovak Republic, ID: 48136999, VAT number: 2120099014, info@packeta.sk.

5.12. The buyer can pay the purchase price for the ordered goods:

- by payment card via the Internet. Payment for the delivery of the goods is depending on the country of delivery.

5.13. Payment in advance by bank transfer. If you choose to pay by classic bank transfer we will automatically send you payment instructions by e-mail. After crediting the payment to our account you will receive a tax document to the same e-mail. Our automated system always performs this action the next working day. When paying in advance by bank transfer the delivery date may be longer affected by the payment deadline. It is necessary that the amount be credited to our account at the latest within five working days after confirmation of the order otherwise it can be considered order as cancelled.

5.14. Payment by payment card via the Internet. The order is paid for by card via the Internet through the GOPAY payment gateway. After crediting the payment to our account you will receive a tax document to the same email. Our automated system always performs this action on the same day.

## **6. Purchase price**

6.1. The buyer is obliged to pay the seller the purchase price of the goods agreed in the purchase contract and/or according to the seller's price list valid at the time of concluding the purchase contract, including costs for delivery of goods (hereinafter referred to as "purchase price") by one of the forms specified in Art. 5. point 5.12 of these conditions.

6.2. The buyer pays the seller the purchase price within the period agreed in the purchase contract at the latest when taking over the goods.

6.3. In case the buyer pays the seller the purchase price by non-cash transfer per day payment is considered the day when the entire purchase price was credited to the seller's account.

6.4. In the event that the buyer pays the seller the purchase price for the goods agreed upon in the purchase agreement contract, the buyer is entitled to withdraw from the purchase contract and demand a refund of the purchase price only in accordance with valid legal regulations of the Slovak Republic.

6.5. The costs associated with the assembly and delivery of the goods are not included in the purchase price of the goods and the seller is not obliged to provide these services to the buyer.

6.6. All promotions are valid while stocks last, unless stated for a specific product otherwise.

## **7. Acquisition of ownership and passing of the risk of damage to the goods**

7.1. The buyer acquires ownership rights to the goods only upon full payment of the entire purchase price for the goods.

7.2. The risk of damage to the goods passes to the buyer at the time he takes over the goods from the seller or if he does not do so in time then at the time when the seller allows him to deal with goods and the buyer does not accept the goods.

## **8. Complaints procedure (responsibility for errors, warranty, complaints)**

8.1. The seller is responsible for defects in the goods and the buyer is obliged not to file a claim without delay with the seller according to this complaint procedure. Information on service points for warranty and post-warranty service are listed on the back of the warranty card or will be to the buyer in case needs provided via email.

8.2. The Complaints Procedure specified in Art. 8 of these terms and conditions, which forms an integral part of them. Buyer by sending an order confirms to the seller that he has read the Complaints Policy and agrees with it in its entirety and at the same time, he confirms that he was properly informed about the conditions and method of claiming the goods, including data on where the claim can be applied, and on the performance of warranty repairs in accordance with section §18 par. 1 of Act no. 250/2007 Coll. on consumer protection and amending the law of the Slovak National Council no. 372/1990 Coll. on offenses as amended (hereinafter referred to as "the Act").

8.3. The complaint procedure applies to goods purchased by the buyer from the seller in the form e-commerce on the seller's e-commerce website.

8.4. The complaint procedure in this form is valid for all business cases unless they are not contractually agreed other warranty conditions.

8.5. The buyer has the right to claim a warranty from the seller only for goods that show defects which is the fault of the manufacturer, supplier or seller is covered by the warranty and was purchased from the seller.

8.6. The buyer is obliged to inspect the goods upon receipt of the goods. If he doesn't he can make claims for defects found during this inspection only when it proves that the goods already had these defects at the time of taking over the goods.

8.7. During the warranty period the customer has the right to have the defect removed free of charge after presenting the goods including accessories, documentation and instructions to the authorized representative of the seller together with warranty letter and proof of payment.

8.8. If the goods show defects the customer has the right to file a claim at the seller's establishment in accordance with sec. § 18 par. 2 of the Act by delivering the goods to the seller's establishment to the address DINO Slovakia, spol. s r.o., Borekova 10, 821 06 Bratislava and specifies the complaint in writing /in the sense of the following sentence of this paragraph/, which it delivers to the seller. The buyer is obliged to indicate exactly the type and extent of defects in the goods in the written complaint. The customer has the right to file a complaint with a person authorized by the manufacturer of the goods to carry out warranty repairs (hereinafter referred to as the "designated person"). The list of designated persons is given in the warranty letter or the seller will send it to the buyer at his request. Claims procedure of goods that can objectively be delivered to the seller begins on the day when all the following conditions are met:

- delivery of a written complaint from the buyer to the seller,
- delivery of the claimed goods from the buyer to the seller.

The seller recommends that the buyer insure the shipment of goods. Goods sent on cash on delivery the seller does not accept. Claims procedure for goods that cannot be objectively delivered to the seller and which is firmly embedded begins on the day when all the following are fulfilled conditions:

- delivery of a written complaint from the buyer to the seller,
- inspection of the claimed goods by a third party appointed by the seller who will issue a written confirmation to the buyer about the inspection. The beginning of the complaint procedure is also the day of application of the complaint. The advertised goods are must be delivered to the seller's office at DINO Slovakia, spol. s r.o., Borekova 10, 821 06 Bratislava unless the seller or designated person specifies otherwise (e.g. deliver the goods directly to the designated person).

8.9. The seller is obliged to accept the complaint in any establishment where it is accepted complaints possible or with a designated person in accordance with sec. § 18 par. 2 of the Act.

8.10. In the place determined according to point 8.9. these general business conditions for acceptance of complaints the seller is obliged to ensure the presence of a person authorized to handle complaints in accordance with sec. § 18 par. 3 of the Act.

8.11. The buyer is obliged to complain about product defects to the seller without unnecessary delay otherwise the buyer's right against the seller to remove the error free of charge expires.

8.12. The seller or designated person will issue a confirmation of the application of the goods claim to the buyer in a suitable form chosen by the seller, e.g. in the form of an email or in the written form in which it is obliged to accurately mark product defects in accordance with sec. § 18 par. 5 of the Act and instruct the consumer about his the rights that arise from sec. §622 and par. §623 of the Civil Code. If there is a complaint applied through means of remote communication, the seller is obliged to confirm deliver the claim to the buyer immediately; if the confirmation cannot be delivered immediately it must to be delivered without unnecessary delay but at the latest together with a document on the completion of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate applying the claim in another way.

8.13. On the basis of the buyer's decision which of its rights in accordance with section §622 and par. §623 the Civil Code applies the seller or designated person is obliged to determine the method Complaint processing according to sec. §2 letter m) of the Act immediately in more complex cases within 3 days from the beginning of the complaint procedure in justified cases especially if complex technical requirements are required evaluation of the condition of the goods no later than 30 days from the date of the start of the complaint procedure. After determination method of processing the complaint the seller or designated person will process the complaint immediately in justified cases the claim can be handled later. However handling of the complaint may not last longer than 30 days from the date of application of the complaint. After the expiry of the deadline for processing the complaint the consumer has the right to withdraw from the contract or has the right to exchange the goods for new goods. The seller informs the buyer about the end of the complaint procedure and the result of the complaint agreed between both contracting parties (by e-mail and registered letter) and at the same time a complaint protocol will be delivered to the buyer together with the goods. If the

buyer complains about the goods applied within the first 12 months from the conclusion of the purchase contract, the seller can arrange claim by rejection only on the basis of the statement of an expert or the opinion issued by an authorized, notified or accredited person or the opinions of a designated person (hereinafter only "expert assessment of goods"). Regardless of the result of the expert assessment it cannot the seller may require the buyer to pay the costs of the expert assessment of the goods or other costs costs related to the expert assessment of the goods. If the buyer applied for a product complaint after 12 months from the conclusion of the purchase contract a the seller rejected it the person who dealt with the claim is obliged in the equipment document complaints, indicate to whom the buyer can send the goods for expert assessment. If the buyer sends the goods for an expert assessment by the specified person mentioned in the claim document the costs of the expert the assessment of the goods as well as all other costs related to this purpose, shall be borne by him the seller regardless of the result of the expert assessment. If the buyer by professional assessment proves the seller's responsibility for the claimed defect in the goods, he can apply the claim over again; the warranty period does not expire during the expert assessment of the goods. The seller is obliged to pay all costs to the buyer within 14 days from the day of the renewed claim spent on the expert assessment of the product, as well as all costs not incurred for this purpose. A renewed claim cannot be rejected.

8.14. The buyer does not have the right to apply the warranty for defects that the seller was aware of at the time conclusion of the contract notified, or about which taking into account the circumstances under which it was concluded purchase contract concluded, he had to know.

8.15. The seller can always exchange a defective item for a faultless one instead of removing the defect if will not cause serious difficulties for the buyer.

8.16. The buyer's right to claim the warranty with the seller expires:

- by not presenting proof of payment, delivery note or guarantee letter, accessories or product documentation
- by not reporting obvious errors when taking over the goods
- upon expiration of the product's warranty period
- mechanical damage to the goods caused by the buyer
- using the goods in conditions that do not correspond to their humidity, chemical and mechanical effects on the natural environment
- unprofessional handling service or neglect of the goods damage to the goods due to
- excessive loading or use contrary to the conditions stated in the documentation, general principles, technical standards or safety regulations valid in the Slovak Republic
- damage to the goods due to unavoidable and/or unforeseeable events damage to the goods by accidental
- damage and accidental deterioration by unprofessional intervention
- damage during transport
- damage by water, fire, static electricity or atmospheric electricity or other force majeure interference with the goods by an unauthorized person.

8.17. The warranty does not cover normal wear and tear of the item (or parts thereof) caused by use.

A shorter lifespan of the product cannot therefore be considered a defect and cannot be complained about.

8.18. In the event that the goods upon acceptance by the buyer are not in accordance with the purchase contract (the so-called conflict with purchase contract) the buyer has the right to have the seller free of charge and without unnecessary delay put the item in a state corresponding to the purchase contract either according to the buyer's requirements by exchanging goods or repairing them. If such a procedure is not possible the buyer can request a reasonable discount on the price of the goods or withdraw from the ontract. This does not apply if the buyer before taking over goods in violation of the purchase contract or he himself caused the violation of the purchase contract. Contradiction with by the purchase contract which is manifested within six months from the date of receipt of the goods considers it a contradiction already existing when it is taken over if it does not contradict the nature of the goods or if he can't do the opposite. In the event of a discrepancy between the goods and the contract the consumer is entitled to the so-called arrangement remedies namely:

- free of charge bringing consumer goods into a state corresponding to the contract through repairs
- by an adequate reduction of the purchase price
- replacement delivery of goods
- by withdrawing from the contract

8.19. The seller is obliged to handle the complaint and end the complaint procedure with one of the following ways:

1. by handing over the repaired goods,
2. by exchanging goods,
3. by returning the purchase price of the goods,
4. by paying an appropriate discount on the price of the goods,
5. a written invitation to take over the performance specified by the seller,
6. justified rejection of the goods claim.

8.20. The seller is obliged to determine the method of handling the claim and the equipment complaints to the buyer to issue a written document no later than 30 days from the date of application of the complaint through a postal or courier service provider or via e-mail.

8.21. The warranty period is 24 months (unless a different warranty period is specified for specific cases period) and begins to run from the day of receipt of the goods by the buyer.

8.22. The warranty period is extended by the period during which the buyer could not use the goods for a reason warranty repair of goods.

8.23. In case of exchange of goods for a new one, the buyer will receive a document on which it will be indicated exchanged goods and any other claims are applied on the basis of the original delivery note and of this claim document. In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of new goods, but only for new goods.

8.22. All warranty repairs are in the event that the right to claim has not expired by the time of their application guarantees according to point 8.16 of these general terms and conditions free of charge.

8.24. In the case of a rectifiable error the claim will be handled depending on the decision the buyer according to point 8.13. of these complaint and business conditions to the following way:

- the seller ensures the removal of the error, or
- the seller will replace the defective goods.

8.25. In the case of an error that cannot be removed, or one that can be removed multiple times an error or a greater number of different removable errors, and which prevent the goods from being properly used as without defects the seller will equip depending on the buyer's decision according to point 8.13. of these complaint and business conditions, a complaint in the following way:

- by exchanging goods for other, functional goods with the same or better technical parameters
- or

- in the event that the seller is unable to exchange the goods for another, he will process the claim by issuing a credit note for defective goods.

8.26. Complaint handling applies only to errors stated in the written complaint.

8.27. For the purposes of complaints, the occurrence of one defect is considered to be a defect that can be removed multiple times of a recoverable error more than twice.

8.28. For the purposes of the complaint the occurrence of more is considered to be a greater number of different removable defects as three different recoverable errors at the same time.

8.29. For the purposes of the complaint during the period during which after the conclusion of the purchase contract, the buyer cannot defects in the goods to properly use the goods, is considered a period that makes up a total of more than 180 days.

8.30. The buyer's right to claim a product defect is after he has used his right and asked the seller to remove the defect in the goods according to point 8.8. of these complaints and terms and conditions, exhausted and regardless of the outcome of the claim it is no longer available entitled for the same unique error (not an error of the same type) to apply for a claim repeatedly.

8.31. In the event that the seller terminates the complaint procedure as a justified rejection claims but the product defect objectively exists and has not been removed, the buyer can claim your right to remedy the defect in the goods through the court.

8.32. Notices in connection with the claim:

If the goods were handed over by the customer without the original packaging or replacement packaging, the seller does not assume responsibility for possible damage to the goods during transport to the service center.

8.33. In the event that the buyer - consumer was not satisfied with the handling of the complaint by the seller or when the buyer-consumer turned to the seller with a request for correction and it was not satisfied with the manner in which the seller handled his complaint or if he believes that the seller violated his rights, the buyer -

consumer has the right to contact the seller with by requesting correction. If the seller responds negatively to such a request or does not respond to it within 30 days from the date of its dispatch the buyer - consumer has the right to submit a proposal for initiation alternative dispute resolution subject of alternative dispute resolution. The subject of the alternative resolution of disputes is "Slovenská obchodná inšpekcia, Prievozská 32, P.O. Box 5, 820 07 Bratislava 27" or another relevant authorized legal entity registered in the list of entities of the alternative dispute resolution led by the Ministry of Economy of the Slovak Republic (the list is available at website <http://www.mhsr.sk>). The buyer - consumer is entitled to choose an alternative entity resolution of consumer disputes, to which he will turn.

## **9. Personal data and their protection**

9.1. The contracting parties have agreed that the buyer if he is a natural person will notify to the seller your first and last name address of permanent residence including zip code, social security number, number phone number, email address, account number and amount of income. In case the seller also processes others personal data of buyers processes them to the extent necessary to fulfill the obligations arising from purchase contract. The buyer provides personal data to the seller voluntarily for the purpose of fulfillment his obligations arising from the purchase contract and further communication with me. Without providing them the seller cannot properly fulfill the contract with the buyer and therefore it will not be possible with the buyer either close. The purpose of processing this personal data is to issue a tax document pre-contractual relations buyer identification, order confirmation by phone or via e-mail, delivery of goods, management of loyalty programs for customers implementation of marketing activities, informing about promotions, news and discounts.

9.2. The seller processes the personal data of the affected persons for the purposes of loyalty programs and marketing purposes with the consent of the person concerned in accordance with §11 Act. no. 122/2013 Coll. about protection personal data as amended by later legislation. The affected person expresses his consent to processing personal data when ordering goods through the online store <http://www.divinecosmetics.eu> or in another suitable way or when requesting a card customer.

9.3. By sending the order to the seller the buyer honestly declares that he gives his consent in accordance with §11 par. 1 of Act no. 122/2013 Coll. on the protection of personal data as amended (hereinafter only "ZnOOÚ") for the seller to process and store his personal data especially those that are mentioned above and/or which are necessary for the activity of the seller and processed them in all their information systems. The seller processes these personal data for a period of 24 months unless the law provides otherwise. At the same time the buyer honestly declares that he gives his consent the seller with the processing of his personal data as well as with the cross-border transfer of personal data data intermediary to the Czech Republic as a member state of the European Union for the purpose records of concluded sales contracts between the seller and the buyer, invoices and other documents for the purpose of marketing, for the purpose of transport services of urchased goods and for the purpose of closing payment schedule. The seller is entitled to provide personal data processed with consent of the person concerned for the aforementioned purposes in order to improve the quality of the goods and services provided and increasing customer satisfaction. The seller undertakes to be with personal data to treat and dispose of the buyer in accordance with the valid legal regulations of the Slovak Republic. Seller processes the buyer's personal data only for the time necessary to fulfill its obligations arising from the contract and from generally binding legal regulations. Seller upon fulfillment purpose of processing will ensure the immediate liquidation of the buyer's personal data in accordance with § 17 para. 1 ZnOOÚ. The buyer can withdraw consent to the processing of personal data at any time in written form. The consent expires within 1 month from the delivery of the revocation of consent by the buyer to the seller and the data will then be deleted. The seller does not make personal data available to anyone to a third party except when it is necessary to fulfill the obligations arising from the purchase price contracts. The buyer acknowledges that his personal data will be made available or provided to a third party to a person (e.g. carrier) for the purpose of fulfilling his obligations arising from the purchase contract.

9.4. The buyer has the right and the opportunity to update personal data directly in online mode on the website on the website of the online store in the customer section immediately after logging in.

9.5. The seller declares that in accordance with section § 6 par. 2 letters c) ZnOOÚ personal data will be obtain exclusively for the purpose specified in point 9.1., 9.2. and 9.3. these conditions.



9.6. The seller declares that in accordance with section §6 par. 2 letters e) ZnáOOÚ will ensure that personal they processed and used the data exclusively in a way that corresponds to the purpose for which they were collected.

9.7. The seller declares that in accordance with § 6 par. 2 letters i) ZnáOOÚ will process personal data in accordance with good morals and will act in a way that does not contradict ZnáOOÚ or others generally binding legal regulations and will not even circumvent them.

9.8. Based on a written request, the buyer has the right to demand from the seller:

1. confirmation of whether or not personal data about her are being processed,
  2. in a generally comprehensible form, information about the processing of personal data in information system in the scope of:
    - a) identification data of the seller and the seller's representative if appointed,
    - b) identification data of the intermediary; this does not apply if the seller does not proceed in accordance with § 8 ZnáOOÚ when obtaining personal data,
    - c) purpose of personal data processing,
    - d) list of personal data or scope of personal data according to § 10 par. 4 of the first sentence of ZnáOOÚ
    - e) additional information which takes into account all the circumstances and conditions of processing personal data necessary for the buyer to guarantee its rights and legally protected interests in scope in particular
      - instruction on the voluntariness or obligation to provide the required personal data; if the seller obtains the buyer's personal data based on the buyer's consent according to §11 ZnáOOÚ he also informs her time of validity of the consent and if the buyer's obligation to provide personal data results from directly of an enforceable legally binding act of the European Union, an international treaty which is Slovak Republic bound or the law the seller will notify the buyer of the legal basis that this imposes the obligation and informs her of the consequences of refusing to provide personal data,
      - third parties, if it is assumed or obvious that personal data will be provided to them,
      - range of recipients, if it is assumed or obvious that personal data will be made available to them,
      - form of publication, if personal data is to be published,
      - third countries, if it is assumed or obvious that a transfer to these countries will take place personal data;
- when issuing a decision according to paragraph 9.12. of these Terms and Conditions, the buyer is entitled familiarize yourself with the process of processing and evaluating operations, in a generally comprehensible form accurate information about the source from which he obtained his personal data for processing,
1. in a generally comprehensible form a list of her personal data which is the subject processing,
  2. correction or liquidation of your incorrect, incomplete or out-of-date personal data data that is the subject of processing,
  3. disposal of her personal data the purpose of which has ended; if they are the subject processing official documents containing personal data may request their return,
  4. liquidation of her personal data which are the subject of processing if there has been a violation law,
  5. blocking of her personal data due to withdrawal of consent before the expiry of his time validity if the seller processes personal data based on the consent of the buyer.

9.9. Buyer's right according to point 9.8. points 5 and 6 of these Terms and Conditions limit only if such limitation results from a special law or would be its application the protection of the buyer is violated or the rights and freedoms of other persons would be violated.

9.10. Based on a free written request, the buyer has the right to object to the seller

1. the processing of her personal data, which she assumes are or will be processed on direct marketing purposes without her consent and request their liquidation,
2. using the title, name, surname and address of the buyer for direct marketing purposes in postal communication, or
3. providing the title, name, surname and address of the buyer for direct marketing purposes.

9.11. The buyer on the basis of a written request or in person if the matter cannot be delayed has the right to object to the processing of personal data by the seller at any time in cases according to § 10 par. 3 letters a), e), f) or g) ZnáOOÚ by stating justified reasons or presenting them evidence of unauthorized interference with its rights and interests protected by law which are or in a specific case, they may be damaged by such processing of personal data; and also are not hindered by legal reasons and it is proven that the buyer's objection is justified, the seller is obliged to block personal data the processing of which the buyer objected to, without undue delay and dispose of as soon as circumstances permit.

9.12. The buyer on the basis of a written request or in person if he can physically tolerate the delay still has the right object to the seller at any time and not submit to the seller's decision which should legal effects or significant impact for it if such a decision is made solely on the basis of automated processing of her personal data. The buyer has the right to request the seller to review the issued decision by a method different from the automated form processing while the seller is obliged to comply with the buyer's request in such a way that it is decisive the authorized person will have a role in reviewing the decision; on the method of examination and the result findings the seller informs the buyer within the period according to par. 9.19. of these Business conditions. The buyer does not have this right only if it is stipulated by the special law in which they are adjusted measures to ensure the legitimate interests of the buyer or if within pre-contractual relations or during the existence of contractual relations, the seller issued a decision by which he complied with the buyer's request or if the seller accepted others based on the contract adequate measures to ensure the legitimate interests of the buyer.

9.13. If the buyer exercises his right

1. in writing and the content of her request shows that she is exercising her right, the request is considered as filed under this Act; application submitted by e-mail or fax by the buyer delivered in writing no later than three days from the date of its dispatch,
2. in person orally in the minutes from which it must be clear who exercised the right and what demands and when and who drew up the minutes his signature and the buyer's signature; a copy of the minutes the seller is obliged to hand over to the buyer,
3. with an intermediary according to point 1 or 2 of this paragraph of these Terms and Conditions he is obliged to hand over this request or minutes to the seller without unnecessary delay.

9.14. If the buyer suspects that his/her personal data is being processed without authorization he/she can file a complaint with the Office at protection of personal data of the Slovak Republic proposal to initiate proceedings on the protection of personal data.

9.15. If the Buyer does not have full legal capacity, he can exercise his rights legal representative.

9.16. If the buyer is not alive, her rights that she had under this law can be exercised by a close person.

9.17. The buyer's request according to par. 9.8. points 1 to 3, 5 to 8 of these Terms and Conditions and par.

9.10. until 9.12. these Terms and Conditions will be provided by the seller free of charge.

9.18. The buyer's request according to par. 9.8. point 4 of these Terms and Conditions

The seller free of charge except for payment in an amount that cannot exceed the amount of the purposefully spent material costs associated with making copies, importing technical media, etc by sending the information to the buyer, unless a special law provides otherwise.

9.19. The seller is obliged to process the buyer's request in writing according to paragraphs 9.17. and 9.18. of these Terms and Conditions no later than 30 days from the date of delivery of the request

9.20. Limitation of the buyer's rights according to par. 9.9. of these Business Terms and Conditions the seller will notify the buyer and the Personal Data Protection Office of the Slovak Republic in writing without undue delay of the Republic.

9.21. The seller declares that in accordance with section §15 par. 1 letter b) ZNOÚ processes personal data the buyer for the purposes specified in point 9.3. of these conditions through these intermediaries:

Slovenská pošta, a.s.

Headquarters: Partizánska cesta 9, 975 99 Banská Bystrica, Slovak Republic

ID: 36631124

registered in the SR District Court of Banská Bystrica, section Sa, insert no. 803/S

GLS General Logistics Systems Slovakia s.r.o.

Budča 1039, 962 33 Budča, Slovak republic

inform@gl-slovakia.sk

ID: 36624942

registered in the SR District Court of Banská Bystrica, section Sro, Insert number: 9084/S

Packeta Slovakia s. r. o.

Kopčianska 3338/82A, 851 01 Bratislava - Petržalka district

Slovak republic

info@packeta.sk

ID: 48136999

registered in the SR SR Municipal Court Bratislava III, section Sro, Insert number: 105158/B

As a buyer I am aware of the fact that I am entitled to the above consents at any time revoke in writing.

As a buyer I declare that I have complied with § 15 par. 1 informed about the conditions processing of personal data by the operator, which are published on the website <http://www.divinecosmetics.eu>

Consent to the processing of personal data - customers

As a buyer I hereby give my consent according to § 11 of Act no. 122/2013 Coll. on personal protection data as amended by later legislation with the processing of my personal data to the extent according to point 9.1 of the Business Terms and Conditions by DINO Slovakia, spol.s r.o. with registered office at Kamenice 5308/15, Pezinok 902 01, ID number: 36 216 291, registered by the City Court Bratislava III, Section: Sro, File no.: 147577/B.

As a buyer I am aware of the fact that I am entitled to the above consents at any time revoke in writing.

As a buyer I declare that I have complied with § 15 par. 1 informed about the conditions processing of personal data by the operator that is published on the website <http://www.divinecosmetics.eu>

## **10. Withdrawal from the purchase contract**

10.1. The seller is entitled to withdraw from the purchase contract due to the stock being sold out unavailability of the goods or if the manufacturer, importer or supplier of the goods agreed in the purchase interrupted the production of the contract or made such serious changes that made the fulfillment impossible obligations of the seller resulting from the purchase contract or for reasons of force majeure or if even with the exertion of all the efforts that can fairly be demanded of him, he is unable deliver the goods to the customer within the period determined by these terms and conditions or at the price that is listed in the online store. The seller is obliged to inform about this fact immediately the buyer and return to him the deposit already paid for the goods agreed in the purchase contract within 14 days from the notice of withdrawal from the contract by transfer to the account specified by the buyer. The seller is entitled to withdraw from the purchase contract even if the buyer has not received the goods within five working days from the day when the buyer was obliged to take over the goods.

10.2. The buyer has the right to withdraw from the purchase contract without giving a reason Conditions regulated by Act no. 102/2014 Coll. on consumer protection when selling goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside of the seller's premises and on the amendment of certain laws (hereinafter referred to as "Act on consumer protection during the sale of goods") within 14 days from the date of receipt of the goods.

Within this period the buyer has the right to unpack and test the goods in a similar way as they are usual when buying in a classic "brick and mortar" store. However testing does not mean starting the product use and then return it to the seller. The goods are considered to be taken over by the buyer at the moment when the buyer or a third party designated by him with the exception of the carrier takes over all parts ordered goods or if

a) goods ordered by the buyer in one order are delivered separately immediately taking over the goods that were delivered last, or if

b) delivers goods consisting of several parts or pieces at the moment of acceptance of the last part or the last piece, or if

c) supplies the goods repeatedly during the defined period at the moment of taking over the first one delivered goods.

10.3. By sending the order to the seller the buyer confirms that the seller is on time and properly he fulfilled his information obligations according to sec. §3 par. 1 of the Act on Consumer Protection in Sales goods.

10.4. The buyer can exercise the right to withdraw from the contract in written form with the seller or in the form of a record on another durable medium sent to the seller's postal address.

10.5. Withdrawal from the purchase contract according to the passing clause of these general terms and conditions the terms and conditions of business must contain the data required in it and in particular an exact

specification of goods, date of order name and surname of the consumer/consumers, address of the consumer/consumers signature of the consumer/consumers the way the seller should return payment already received especially account number and/or postal address date. Buyer is a withdrawal from of the purchase contract is obliged to deliver the goods to the seller together with accessories including documentation instructions, warranty card, proof of payment, etc. and in the original packaging by sending it to the address its establishments DINO Slovakia, spol. s.r.o., Borekova 10, 821 06 Bratislava. If the buyer by withdrawing from the contract sends the goods to the seller together with accessories including documentation, instructions, warranty card, proof of payment, etc. and in the original packaging (hereinafter referred to as "goods") to the address according to the previous sentence via a courier company can do so only through the service called "Parcel to the address". Goods sent to the buyer through the service called "Package to the post" and cash on delivery the seller does not accept. We recommend insuring the goods.

10.6. If the buyer withdraws from the contract, every additional contract is also canceled from the beginning related to the contract from which the buyer withdrew.

10.7. The buyer can withdraw from the contract the subject of which is the delivery of goods even before it begins expiration of the withdrawal period. The deadline for withdrawing from the contract is maintained if the buyer sends a notice to exercise the right to withdraw from the contract before the deadline expires to withdraw from the contract.

10.8. After withdrawal from the contract the seller returns to the buyer all payments made by the buyer demonstrably paid in connection with the conclusion of the contract especially the purchase price including the costs of delivery of goods. However the seller is not obliged to reimburse the buyer for additional costs if you the buyer has chosen a different delivery method than the cheapest common delivery method offered by the seller. Additional costs mean the difference between the delivery costs that you chosen by the buyer and the cost of the cheapest common method of delivery offered by the seller. Payments they will be returned to the buyer within 14 days from the day when the notification is delivered to the seller of the buyer to withdraw from the purchase contract. Payment will be made in the same way as the buyer used when paying the seller if the buyer did not specify another method of payment in writing withdrawal from the contract without charging any additional fees.

10.9. The seller is not obliged to return all payments to the buyer according to point 10.8. these general terms and conditions before the goods are delivered to him from the buyer or until the buyer proves that the goods have been sent back to the seller. Payment for the purchased goods will therefore be paid by the seller to the buyer only after delivery of the returned goods back to the address specified in point 10.5. of these general terms and conditions or upon presentation of a document proving the return of the goods whichever occurs first.

10.10. In the event that the buyer withdraws from the contract in accordance with point 10.2. these general terms and conditions and delivers to the seller goods that are used and damaged or incomplete or the value of the goods in question is reduced as a result of such handling of the goods which is beyond the scope of treatment necessary to determine the properties and functionality of the goods has the seller has a claim against the buyer for damages in the amount of the value of the repair of the goods and the listing goods to their original state or the seller has the right to demand reimbursement from the consumer decrease in the value of goods.

10.11. The buyer is obliged to send back or hand over the goods to the seller together with accessories including documentation, instructions, warranty letter, proof of payment, etc. and in the original packaging.

10.12. When withdrawing from the contract the buyer bears the direct costs of returning the goods to the seller or to a person authorized by the seller to take over the goods. Direct costs associated with returning goods cannot be reasonably calculated in advance. According to the available information an estimate of these is assumed costs depending on the size, weight of the goods distance from where the return is made goods and from the prices for which the selected carrier provides its services to the buyer in the amount of EUR 2.00 and above up to EUR 150.

10.13. In the event that the buyer fails to fulfill any of the obligations listed in points 10.4. and 10.5. These general terms and conditions withdrawal from the purchase contract is not valid and effective and the seller is not obliged to return all verifiable payments according to point 10.8. these general terms and conditions to the buyer and at the same time is entitled to reimbursement of costs associated with by sending the goods back to the buyer.

10.14. The buyer cannot withdraw from the contract the subject of which is the sale of goods concluded in

protective packaging which is not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery, e.g. dental care products, accessories for razors etc. 10.15. When issuing a credit note, a valid one may be required from the buyer for inspection identity card for the purpose of protecting the buyer's property rights. By submitting a civil of the inspection card the buyer agrees to the processing of personal data in accordance with Act. no. 122/2013 Coll. on the protection of personal data as amended by later legislation.

## **11. Final Provisions**

11.1. The seller reserves the right to change these general terms and conditions. The obligation to notify in writing of changes in these general terms and conditions is fulfilled by placement on the seller's e-commerce website.

11.2. In the event that the purchase contract is concluded in writing any change to it must have written form.

11.3. In case of doubt the contracting parties have agreed that the period of use is considered to be the period from the delivery of the goods to the buyer (including the day of delivery) according to point 5.7. these general terms and conditions until the day the goods are returned to the seller, or by handing over the goods to the courier for the purpose of transporting it to the seller.

11.4. The contracting parties have agreed that communication between them will be carried out mainly in the form e-mail messages, or by mail.

11.5. Relationships not regulated by these general terms and conditions are subject to the relevant ones Provisions of the Civil Code, Act no. 22/2004 Z.z. on electronic commerce and on the amendment of Art amendments to Act no. 128/2002 Coll. on state control of the internal market in matters of protection consumer and on the amendment of certain laws as amended by Act no. 284/2002 Coll. in the wording later regulations Act no. 250/2007 Coll. on consumer protection and changes to the Slovak law of the National Council no. 372/1990 Coll. on offenses as amended and Act no. 102/2014 z.z. on consumer protection when selling goods or providing services based on a contract concluded at a distance or a contract concluded outside the seller's premises and amendments to some laws. For relationships not regulated by these general business terms conditions that arose between the seller and the buyer who is not a consumer in the sense Art. 1., par. 1.5 and 1.6, the relevant provisions of the Commercial Code apply.

11.6. The buyer acknowledges that it is an integral part of the general terms and conditions is also the seller's complaint procedure listed in Art. 8 of these terms and conditions.

11.7. These general terms and conditions become effective against the buyer upon dispatch electronic order by the buyer.

11.8. By sending the order the buyer confirms that he has read these general terms and conditions has read and fully agrees with them.

In Bratislava, 01.11.2023