VALTEC spol. s r. o., Lieskovská cesta 13, 962 21 Lieskovec, Slovak Republic
M: +421 948 488 885, E: info@valtec-shop.com, www.valtec-shop.com
Company ID: 36628484, **VAT ID:** SK2021860181
Bank: Slovenská sporiteľňa, a.s., **IBAN:** SK56 0900 0000 0051 2254 1641 GIBASKBX

General terms and conditions

1. General Provisions

These Terms and Conditions govern the rights and obligations of the contracting parties arising from the purchase agreement concluded between the seller, which is **VALTEC spol. s r.o.,** with its registered office at Lieskovská cesta 13, 962 21 Lieskovec; Company ID: 36628484, registered in the Commercial Register of the District Court Banská Bystrica, Section: Sro, Insert No. 9516/S (hereinafter referred to as the "seller") and the buyer, the subject of which is the purchase and sale of goods on the seller's e-commerce website.

Seller's contact details:
VALTEC spol. s r.o., with its registered office at Lieskovská cesta 13, 962 21 Lieskovec; Company ID: 36628484, registered in the Commercial Register of the District Court Banská Bystrica, Section: Sro, Insert No. 9516/S
Tax ID: 2021860181
VAT ID: SK2021860181

Place of Business:
VALTEC spol. s r.o., with its registered office at Lieskovská cesta 13, 962 21 Lieskovec;
Phone: **+421 948 488 885**
E-mail: info@valtec-shop.com

Supervisory Authority:
Slovak Trade Inspection (SOI)
SOI Inspectorate for the Banská Bystrica Region
Dolná 46, 974 00 Banská Bystrica 1
Department of Supervision
Phone: 048/ 412 49 69, 02/415 18 71
http://www.soi.sk
http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi
bb@soi.sk

1.1. These Terms and Conditions valid on the date of conclusion of the purchase agreement form an integral part of the purchase agreement. If the seller and the buyer conclude a written purchase agreement in which they agree on terms differing from these Terms and Conditions, the provisions of the purchase agreement shall prevail over these Terms and Conditions. Such agreed terms must not be contrary to other legal regulations (e.g. shortening the return period, liability period for defects, etc.). All contractual relationships are concluded in accordance with the legal order of the Slovak Republic.
1.2. For the purposes of these Terms and Conditions, an ancillary contract shall mean any contract for the delivery or provision of an additional product related to the subject of a distance contract, regardless of whether the product is delivered or provided by the seller or by another person based on an agreement with the seller.
1.3. The displayed purchase price for goods on any e-commerce website operated by the seller includes

value added tax at the rate stipulated by applicable legislation of the Slovak Republic and does not include the cost of transport of goods or other optional services. All promotions are valid while stocks last, unless stated otherwise for a specific product.

1.4. The seller reserves the right to change the price of goods listed on any e-commerce website operated by the seller at any time. The change in the price of goods shall not apply to purchase agreements concluded before the price change, regardless of whether the goods have already been delivered.

1.5. If the seller fails to comply with its obligations under the applicable legislation of the Slovak Republic or the European Union or under these Terms and Conditions, the buyer may exercise his/her rights against the seller through a competent court.

2. Method of Concluding the Purchase Agreement

2.1. The buyer submits a proposal for concluding a purchase agreement to the seller in the form of a completed and submitted form on the seller's website, by which the buyer submits a proposal to conclude a purchase agreement, the subject of which is the paid transfer of ownership of the goods specified by the buyer for the purchase price and under the conditions stated in this order (hereinafter referred to as the **„order"**).

2.2. After sending the order, the buyer will receive an automatically generated notification to his/her e-mail address confirming that the order has been received in the seller's electronic system (hereinafter referred to as the **„order receipt confirmation"**). If necessary, all further information regarding the order may be sent to the buyer's e-mail address.

2.3. The order receipt confirmation confirms that the order has been delivered to the seller, but it does not constitute acceptance of the proposal to conclude the purchase agreement.

2.4. The seller shall subsequently send information to the buyer's e-mail address on whether the buyer's order has been accepted (hereinafter referred to as the **„order acceptance"**). The order acceptance contains information on the name and specification of the goods whose sale is the subject of the purchase agreement, details of the price of the goods and/or other services, information on the estimated delivery time, the name and details of the place where the goods are to be delivered, and details of any delivery costs, conditions, method and date of transport to the agreed place of delivery for the buyer, as well as the seller's details (business name, registered office, Company ID, registration number in the Commercial Register, etc.), and, if applicable, other necessary information.

2.5. The purchase agreement is concluded upon delivery of the order acceptance to the buyer in electronic or written form.

2.6. Before sending the order, the seller informed the buyer in a clear, unambiguous, comprehensible and unmistakable manner about the pre-contractual information concerning payment, commercial, transport and other conditions as follows:

a) about the main characteristics of the product to the extent appropriate to the means of communication used and the product on the relevant catalogue page of the seller's e-commerce website,

b) about the business name and registered office of the seller or the person on whose behalf the seller acts on the relevant subpage of the seller's e-commerce website and in Article 1 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

c) about the seller's telephone number, e-mail address and other means of online communication between the buyer and the seller on the relevant subpage of the seller's e-commerce website and in Article 1 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
d) about the address of the seller or the person acting on behalf of the seller at which the buyer may exercise rights arising from liability for defects of goods or services, withdraw from the contract, submit a request for remedy or other complaint, in Article 1 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
e) about the total price of the goods or service including value added tax and all other taxes, or if, due to the nature of the goods or service, the price cannot reasonably be determined in advance, the manner in which it will be calculated, as well as the costs of transport, delivery, postage and other costs and fees, or, if such costs and fees cannot be determined in advance, the fact that the buyer will be obliged to pay them, on the relevant catalogue page of the seller's e-commerce website,
f) about the payment terms, delivery terms and the period within which the seller undertakes to deliver the goods or provide the service, in the relevant articles of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
g) about the existence and duration of the seller's statutory liability for defects of goods, digital content and digital services and the availability of a consumer guarantee, if provided by the seller or the manufacturer, as well as the procedures for exercising and handling liability for defects, complaints and submissions of the buyer, in the relevant articles of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
h) about the existence and duration of liability for defects of the service and the procedure for exercising rights arising from liability for defects of the service, in the relevant articles of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
i) about the conditions of after-sales service in the relevant articles of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
j) about the compatibility and interoperability of goods with digital elements, digital content and digital services that the seller knows or can reasonably be expected to know, the buyer was informed for each individual product on the relevant catalogue page of the seller's e-commerce website,
k) about the consumer's right to submit a request for remedy to the seller, including a specific link to the website where information about the relevant alternative dispute resolution entity is published, the buyer was informed in Article 11 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
l) about the buyer's right to withdraw from the purchase agreement, the conditions, time limit and procedure for exercising the right of withdrawal, the buyer was informed in Article 10 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
m) about the provision of a withdrawal form for the purchase agreement, the buyer was informed in Article 10 and in the annex to these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website; the seller has also provided the withdrawal form itself in the annex to these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,
n) about the information that if the buyer withdraws from the purchase agreement, he/she shall bear the costs associated with returning the goods to the seller pursuant to Section 21(3) of Act No. 108/2024 Coll. on

Consumer Protection and on Amendments to Certain Acts (hereinafter referred to as the **„Act"**), and if withdrawing from the purchase agreement, also the costs of returning goods which, due to their nature, cannot be returned by post, the buyer was informed in Article 10 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

o) about the buyer's obligation to pay the seller the price for the services actually provided pursuant to Section 21(5) of the Act, if the buyer withdraws from a service contract after having given the seller explicit consent pursuant to Section 17(10)(c) of the Act, the buyer was informed in Article 10 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

p) about the circumstances under which the buyer loses the right to withdraw from the contract, the buyer was informed in Article 10 of these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

q) about the existence of relevant codes of conduct which the seller has undertaken to comply with and about the manner in which the buyer may become acquainted with them or obtain their wording, the buyer was informed on the relevant catalogue page of the seller's e-commerce website,

r) about the duration of the contract, if it is concluded for a fixed term; if it is concluded for an indefinite period or if it is a contract that is automatically renewed, also information about the conditions for termination of the contract, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

s) about the minimum duration of the buyer's obligations arising from the purchase agreement, if such an obligation arises for the buyer from the purchase agreement, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

t) about the buyer's obligation to pay an advance or provide other financial security at the seller's request and about the conditions applicable to its provision, if such an obligation arises for the buyer from the purchase agreement, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

u) about the functionality of goods with digital elements, digital content and digital services, including available technical protection measures, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

v) about the possibility and conditions of out-of-court dispute resolution through the system of alternative dispute resolution, if the seller has undertaken to use such a system, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

w) about the steps required to conclude the purchase agreement by describing these steps in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

x) about the fact that the purchase agreement will be stored in electronic form by the seller and is accessible to the buyer upon written request, was provided on the relevant catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website,

y) about the fact that the language offered for concluding the contract is Slovak, was provided on the relevant

catalogue page of the seller's e-commerce website and in these Terms and Conditions, which are located on the relevant subpage of the seller's e-commerce website.

2.7. If the seller has failed to fulfil the information obligation regarding the payment of additional fees or other costs pursuant to point 2.6(e) of these Terms and Conditions or regarding the costs of returning goods pursuant to point 2.6(n) of these Terms and Conditions, the buyer shall not be obliged to pay such additional costs or fees.

3. Rights and Obligations of the Seller

3.1. The seller is obliged to:

a) deliver the goods to the buyer on the basis of an order confirmed by acceptance, in the agreed quantity, quality and within the agreed time period, and to package or prepare them for transport in a manner necessary for their preservation and protection,
b) ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic,
c) immediately after the conclusion of the purchase agreement, but no later than together with the delivery of the goods, provide the buyer with confirmation of the conclusion of the purchase agreement on a durable medium, for example by e-mail. The confirmation must contain all information referred to in point 2.6, including the withdrawal form,
d) hand over to the buyer, no later than together with the goods, in written or electronic form, all documents necessary for the acceptance and use of the goods and other documents required by the applicable legal regulations of the Slovak Republic (instructions in the Slovak language, warranty certificate, delivery note, tax document).

3.2. The seller is entitled to proper and timely payment of the purchase price by the buyer for the delivered goods.
3.3. If, due to the exhaustion of stock or unavailability of goods, the seller is unable to deliver the goods to the buyer within the period agreed in the purchase agreement or specified in these Terms and Conditions, the seller is obliged to offer the buyer substitute performance or the possibility to withdraw from the purchase agreement or cancel the order. If the buyer does not accept the substitute performance offered by the seller within a reasonable period nor withdraw from the purchase agreement, the seller is entitled to withdraw from the purchase agreement and, if the buyer has already paid the purchase price or part thereof, the seller is obliged to refund the paid purchase price or part thereof within 14 days from the date of delivery of the notice of withdrawal from the purchase agreement to the buyer.

4. Rights and Obligations of the Buyer

4.1. The buyer has been informed by the seller that the order includes an obligation to pay the price.
4.2. The buyer is obliged to:

a) accept the ordered and delivered goods,
b) pay the seller the agreed purchase price within the agreed due date, including the costs of delivery of the goods,

c) confirm receipt of the goods in the delivery note by his/her signature or by the signature of a person authorized by him/her.

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

5. Delivery and Payment Terms

5.1. The usual availability of goods and the dispatch date are indicated for each product on the online store website.

5.2. Unless the seller and the buyer agree otherwise in the purchase contract, the seller is obliged to deliver the goods to the buyer without undue delay, no later than 30 days from the date of conclusion of the purchase contract. If the seller fails to deliver the goods within the period specified in the first sentence, the buyer shall request the seller to deliver the goods within an additional reasonable period specified by the buyer. If the seller fails to deliver the goods even within this additional reasonable period, the buyer is entitled to withdraw from the contract.

5.3. The seller is entitled to invite the buyer to take over the goods even before the expiry of the delivery period agreed in the purchase contract.

5.4. The colour display of goods on a monitor may not exactly correspond to the actual colour shades as perceived by the buyer in reality. The display of colour shades depends, among other things, on the quality of the monitor or other display device used.

5.5. The buyer is obliged to accept the goods at the place agreed in the purchase contract or otherwise agreed before delivery between the seller (or its representative authorized to deliver the goods) and the buyer (hereinafter referred to as the **"Place"**). The buyer is obliged to accept the goods within the time period agreed in the purchase contract or otherwise agreed before delivery between the seller (or its representative authorized to deliver the goods) and the buyer (hereinafter referred to as the **"Time Period"**).

5.6. If the seller delivers the goods to the buyer at the Place and within the Time Period, the buyer is obliged to accept the goods in person or ensure that a person authorized by the buyer accepts the goods in case of the buyer's absence and signs the protocol on payment of the purchase price and delivery and handover of the goods. A third party authorized to accept the goods is obliged to present the seller with a copy of the order acceptance. The goods shall be deemed delivered and accepted at the moment of delivery to the buyer. Delivery of the goods to the buyer means delivery to the Place, acceptance by the buyer or a third party authorized by the buyer, and signing of the protocol on payment of the purchase price and delivery and handover of the goods by the buyer or the authorized third party.

5.7. If it is necessary to repeat the delivery of the goods due to the buyer's absence at the Place and within the Time Period, or if the buyer, without prior written withdrawal from the purchase contract, fails to accept the goods within 7 days after the unsuccessful expiry of the Time Period, the seller shall be entitled to claim compensation for damages in the amount of the actual costs incurred for the unsuccessful delivery attempt to the Place.

5.8. The purchase contract is concluded with a resolutory condition, meaning that if the buyer fails to pay the agreed purchase price to the seller in accordance with clause 4.2 of these terms and conditions within 15 days from the seller's request to collect the goods, the contract shall be cancelled from the beginning, the

contracting parties shall return or compensate all received performances, and the seller shall acquire the right to freely dispose of the ordered goods.

5.9. The buyer is entitled to inspect the shipment, i.e. the goods as well as their packaging, immediately upon delivery in the presence of the seller's representative. If a defect in the goods is found and/or if the shipment is incomplete (lower number of items or missing ordered goods), the seller's representative is obliged, at the buyer's request, to draw up a Damage Report stating the extent and nature of the defect, the accuracy of which shall be confirmed by the buyer. Based on such a report delivered to the seller, the buyer may subsequently refuse to accept the delivered defective goods or confirm acceptance of the defective goods and subsequently, in accordance with Article 8 of these terms and conditions, claim liability for defects from the seller or from another person about whom the seller informed the buyer before conclusion of the contract or before sending the order (hereinafter referred to as the **"designated person"**). If the buyer refuses to accept the delivered defective goods, all reasonably incurred costs of returning the goods to the seller shall be borne by the seller.

5.10. Each shipment includes an **invoice – tax document and a warranty certificate; the invoice is always sent electronically as well.** The consumer may request a duplicate tax document by phone or by e-mail at eshop@valtec-shop.com, and the tax document will be delivered to them.

5.11. In the case of delivery by courier (GLS), a delivery fee of **EUR 4.10 incl. VAT** will be added to the price. We deliver goods to the Czech Republic, Austria and Hungary at the same prices as within the Slovak Republic. Delivery prices to other EU countries will be determined individually according to the current transport price list.

5.12. If the seller fails to deliver the goods within the period specified in clause 5.2 of these terms and conditions, the buyer is entitled to withdraw from the purchase contract and the seller is obliged to refund the part of the purchase price already paid without undue delay, no later than 14 days from the delivery of the withdrawal notice, using the same method of payment as used by the buyer, unless agreed otherwise with the buyer without charging any additional fees.

6. Purchase Price

6.1. The purchase price for the goods agreed in the purchase contract between the seller and the buyer is stated in the order acceptance (hereinafter referred to as the **"purchase price"**). If the purchase price stated in the order receipt confirmation is higher than the price for identical goods stated in the online store offer at the time the order was placed by the buyer, the seller shall send the buyer an electronic message containing information about a new purchase price offer in a different amount, which shall be considered a proposal by the seller to conclude a new purchase contract. Such proposal must be expressly confirmed by the buyer by e-mail or in writing in order for the purchase contract to be validly concluded.

6.2. The buyer is obliged to pay the seller the purchase price including delivery costs in cash or by payment card upon personal collection of the goods, by online payment card at the time of placing the order, cash on delivery at the place of delivery, or by cashless bank transfer to the seller's account specified in the order acceptance or on the seller's website prior to taking over the goods. **Cash on delivery is subject to a fee of EUR 0.99 incl. VAT.**

6.3. If the buyer pays the purchase price to the seller by bank transfer, the day of payment shall be deemed the day on which the full purchase price is credited to the seller's account.

6.4. The buyer is obliged to pay the seller the purchase price for the agreed goods within the period specified in the purchase contract, but no later than upon taking over the goods.
6.5. If the buyer does not pay the full purchase price by the time the goods are delivered to the Place and the contracting parties have not agreed on payment in instalments, the seller is entitled to refuse delivery of the goods to the buyer.
6.6. Costs related to assembly and carrying the goods are not included in the purchase price and the seller is not obliged to provide these services to the buyer.

7. Transfer of Ownership and Passing of Risk of Damage to the Goods

7.1. Ownership of the goods passes to the buyer upon acceptance of the goods at the agreed place. A buyer who does not meet the definition of a consumer pursuant to Section 52(4) of the Civil Code acquires ownership of 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 moment when the buyer or a third party authorized by the buyer takes over the goods from the seller or from its representative authorized to deliver the goods, or, if the buyer fails to do so in time, at the moment when the seller enables the buyer to dispose of the goods and the buyer does not take over the goods.

8. Liability for Defects

8.1. The seller is liable for any defect that the sold goods have at the time of delivery and which becomes apparent within two years from the delivery of the goods. In the case of used goods, the contracting parties may agree on a shorter period of the seller's liability for defects, but not shorter than one year from the delivery of the goods. If a defect becomes apparent within this period, it is presumed that the defect existed at the time of delivery. This shall not apply if the contrary is proven or if this presumption is incompatible with the nature of the goods or the defect.
8.2. If the subject of purchase is an item with digital elements for which digital content is to be supplied or a digital service is to be provided continuously for an agreed period, the seller is liable for any defect that occurs or becomes apparent during the entire agreed period, but at least for two years from the delivery of the item with digital elements.
8.3. If the seller is liable for a defect in the sold goods, the buyer has the right to have the defect remedied by repair or replacement (Section 623 of the Civil Code), the right to a reasonable reduction of the purchase price, or the right to withdraw from the purchase contract (Section 624 of the Civil Code).
8.4. The buyer may exercise rights arising from liability for defects only if the defect is reported within two months from its discovery, but no later than the expiry of the seller's liability period for defects.
8.5. The seller or a designated person shall provide the buyer with written confirmation of the reported defect without undue delay after the defect has been reported by the buyer. In the confirmation, the seller shall specify the period within which the defect will be remedied. This period must not exceed 30 days from the date the defect was reported, unless a longer period is justified by an objective reason beyond the seller's control.
8.6. The seller or the designated person shall issue the buyer a confirmation of the reported defect in an appropriate form chosen by the seller, e.g. by e-mail or in writing, in which the reported defects must be precisely identified and the buyer shall again be informed of his/her rights under Sections 623 and 624 of the

Civil Code.

8.7. The buyer has the right to choose whether the defect is to be remedied by replacement of the goods or by repair. The buyer may not choose a method of remedy that is impossible or that would cause the seller disproportionate costs compared to the other method, taking into account all circumstances.

8.8. If the defect can be remedied, the buyer may request its free removal. The seller shall remedy the defect within a reasonable period. A reasonable period means the shortest time necessary for the seller to assess the defect and to repair or replace the goods, taking into account the nature of the goods and the nature and seriousness of the defect.

8.9. The seller may refuse to remedy the defect if neither repair nor replacement is possible, or if, taking into account all circumstances, they would require disproportionate costs.

8.10. For the purpose of repair or replacement, the buyer shall hand over or make the goods available to the seller or to a person designated by the seller.

8.11. The seller shall deliver the repaired goods or replacement goods to the buyer at its own expense in the same or a similar manner as the buyer delivered the defective goods to the seller, unless the contracting parties agree otherwise. If the buyer does not collect the goods within six months from the date on which he/she was obliged to collect them, the seller may sell the goods. If the goods are of higher value, the seller shall notify the buyer in advance of the intended sale and provide an additional reasonable period for collection.

8.12. Immediately after the sale, the seller shall pay the buyer the proceeds from the sale of the goods after deducting the costs reasonably incurred for storage and sale, provided that the buyer exercises the right to a share of the proceeds within the reasonable period specified by the seller in the notice of the intended sale.

8.13. If the seller refuses liability for defects, it shall notify the buyer in writing of the reasons for such refusal. If the buyer proves the seller's liability for the defect by means of an expert opinion or professional statement issued by an accredited, authorized or notified person, the buyer may report the defect again and the seller may not refuse liability for the defect.

8.14. The buyer has the right to reimbursement from the seller of reasonably incurred costs related to reporting a defect for which the seller is liable and to exercising rights arising from liability for defects. The buyer must exercise this right with the seller no later than two months from the delivery of repaired or replacement goods, the granting of a price reduction, or the refund of the price after withdrawal from the contract; otherwise, the right shall expire.

8.15. The buyer has the right to a reasonable reduction of the purchase price or may withdraw from the purchase contract without granting an additional reasonable period if the seller has neither repaired nor replaced the goods, if the seller has refused to remedy the defect pursuant to clause 8.9, if the goods have the same defect despite repair or replacement, if the defect is of such a serious nature that it justifies an immediate price reduction or withdrawal from the contract, or if the seller has declared, or it is evident from the circumstances, that the defect will not be remedied within a reasonable period or without causing significant inconvenience to the buyer.

8.16. If the contract concerns the purchase of several goods, the buyer may withdraw from the contract only in relation to the defective goods. In relation to the remaining goods, the buyer may withdraw from the contract only if it cannot reasonably be expected that the buyer would be interested in keeping the remaining goods without the defective goods.

8.17. The buyer may not withdraw from the purchase contract pursuant to clause 8.15 if the buyer contributed to the occurrence of the defect or if the defect is insignificant.

8.18. After the buyer withdraws from the contract and returns the goods to the seller, the seller shall refund the purchase price to the buyer no later than 14 days from the date of return of the goods or from the date the buyer proves that the goods have been sent to the seller, whichever occurs first. The seller shall refund the purchase price or pay the price reduction using the same method as the buyer used to pay the purchase price, unless the buyer expressly agrees to another method of payment.

8.19. The handling of liability for defects is governed by Article 8 of these terms and conditions. The buyer has been duly acquainted with and informed about the conditions and method of exercising liability for defects in goods, including information on where such liability may be exercised, by the publication of these terms and conditions on the relevant subpage of the seller's online store, and the buyer had the opportunity to read them before submitting the order.

8.20. Liability for defects applies to goods purchased by the buyer from the seller through the online store on the seller's website.

8.21. If the goods have defects, the buyer has the right to exercise liability for defects at the seller's place of business or with a designated person by delivering the goods to the seller's premises or to the premises of the designated person and by delivering to the seller or the designated person a statement of the buyer's intention to exercise his/her right (hereinafter referred to as the **"Notice of Defect"**), for example in the form of a completed defect claim form available on the relevant subpage of the seller's online store. The seller recommends insuring the goods when sending them. Shipments sent cash on delivery will not be accepted by the seller or the designated person. The buyer is obliged to truthfully state in the Notice of Defect all required information, in particular to precisely specify the type and extent of the defect, and to indicate which of the rights arising from Section 623 of the Civil Code he/she is exercising. The list of designated persons is available on the relevant subpage of the online store or will be sent to the buyer upon request.

8.22. Proceedings concerning liability for defects in goods that can be delivered to the seller shall commence on the day when all of the following conditions are cumulatively fulfilled:

a) delivery of the Notice of Defect to the seller or the designated person,
b) delivery of the goods by the buyer to the seller or the designated person,
c) delivery of access codes, passwords, etc. relating to the goods to the seller or the designated person, if such data are necessary to identify the defect and repair the goods;

8.23. If the subject of the defect claim is goods that objectively cannot be delivered to the seller – goods that are permanently installed or oversized goods assembled using single-use non-detachable joints, e.g. by gluing, riveting, welding, soldering, etc. (hereinafter referred to as **"Non-Deliverable Goods"**) – the seller may agree with the buyer to assess such goods in person or through an authorized person directly at the buyer's premises. In such case, in addition to fulfilling the conditions under clauses 8.22(a) and (c), the buyer is obliged to provide all necessary cooperation to enable inspection of the Non-Deliverable Goods by the seller or a third party authorized by the seller. Proceedings concerning Non-Deliverable Goods commence on the day the inspection is carried out pursuant to the first sentence. However, if the seller or an authorized third party, despite the buyer's necessary cooperation, fails to carry out the inspection within a reasonable period, no later than 10 days from delivery of the Notice of Defect to the seller, the proceedings shall commence on

the day the Notice of Defect was delivered to the seller.

8.24. When remedying a defect, the seller shall ensure removal of the goods and installation of the repaired or replacement goods if required by the repair or replacement.

8.25. The seller is liable for defects caused by improper assembly or installation of goods, digital content or digital services pursuant to Section 619(4) of the Civil Code.

8.26. The buyer is entitled to decide which of his/her rights under Section 623 of the Civil Code he/she exercises and is obliged to inform the seller or the authorized person of this decision without undue delay. Based on the buyer's decision, the seller or the designated person shall determine the method of handling the defect claim.

8.27. Liability does not apply to defects for which a reduced price was agreed between the buyer and the seller at the time of conclusion of the contract and which the buyer must have been aware of in view of that circumstance.

8.28. The seller is not liable for defects in goods:

a) if the buyer did not exercise his/her right concerning the seller's liability for defects before the expiry of the seller's liability period for defects,
b) if the defect consists of mechanical damage to the goods caused by the buyer,
c) if the defect arose from using the goods in conditions whose intensity, humidity, chemical or mechanical effects do not correspond to the natural environment of the goods,
d) if the defect arose due to improper handling, operation, or neglect of maintenance of the goods,
e) if the defect arose due to damage caused by excessive loading or use contrary to the conditions specified in the documentation or contrary to the general principles of usual use of the goods,
f) if the defect arose due to damage caused by unavoidable and/or unforeseeable events,
g) if the defect arose due to accidental destruction or accidental deterioration,
h) if the defect arose due to unauthorized interference, damage caused by water, fire, static or atmospheric electricity, or other force majeure events,
i) if the defect arose as a result of intervention in the goods by an unauthorized person.

If the shipment is incomplete or if it concerns an apparent defect that the buyer could have discovered by inspecting the shipment upon delivery and did not report to the seller's representative in accordance with clause 5.9 of these terms and conditions, a later claim of such defect may be recognized only if the buyer proves that the claimed defects already existed at the time of receipt of the goods by the buyer.

8.29. The seller shall inform the buyer about the result of the defect claim immediately after the completion of the proceedings by telephone or e-mail, and at the same time a document regarding the handling of the defect claim shall be delivered to the buyer together with the goods or by e-mail.

8.30. Dispatched sports nutrition products, food in gift baskets and animal feed have a minimum shelf life of more than 2 months before the expiration date. In the case of a shorter expiration period, the seller will contact the buyer by telephone or e-mail, and the shipment will be sent only with the buyer's consent.

8.31. In the case of replacement of goods with new goods, the buyer will receive a document stating the information about the replacement, and any further defect claims shall be made on the basis of the purchase contract and this document. In the case of replacement with new goods, the warranty period shall commence again from the receipt of the new goods, but only in relation to the new goods.

8.32. The handling of an exercised defect claim applies only to the defects specified in the Notice of Defect and in the confirmation of the defect claim pursuant to clause 8.6 of these terms and conditions.
8.33. The buyer's right to exercise liability for defects in goods is exhausted once the buyer has exercised his/her right and requested the seller to remedy the defect pursuant to clause 8.3 of these terms and conditions, and regardless of the outcome of the defect proceedings, any repeated claim of the same specific defect (not a defect of the same type) without submitting an expert opinion or professional statement issued by an accredited, authorized or notified person shall be rejected.
8.34. The provisions of Article 8 of these terms and conditions expressly do not apply to entities that do not meet the definition of a consumer pursuant to Section 52(4) of the Civil Code.

9. Personal Data and Their Protection

9.1. The contracting parties agree that for the purpose of proper processing and delivery of the order, if the buyer is a natural person, he/she is obliged to provide the seller in the order with his/her first name and surname, permanent residence address including postal code, telephone number and e-mail address.
9.2. The contracting parties agree that for the purpose of proper processing and delivery of the order, if the buyer is a legal entity, it is obliged to provide the seller in the order with its business name, registered office address including postal code, Company ID number, VAT ID number (if assigned), telephone number and e-mail address.
9.3. A buyer who has registered within the online store may at any time check and modify the personal data provided, as well as cancel his/her registration after logging in to the online store website in the section **"www.valtec-shop.com/register/".**
9.4. The seller hereby informs the buyer that pursuant to Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the **"Regulation"**), the seller, as the controller of the information system, will process the buyer's personal data without the buyer's consent as the data subject during the process of concluding the purchase contract, since the processing of the buyer's personal data will be carried out by the seller within pre-contractual relations with the buyer and the processing of the buyer's personal data is necessary for the performance of the purchase contract in which the buyer acts as one of the contracting parties.
9.5. Pursuant to Article 6(1)(f) of the Regulation, after delivery of the ordered goods or services to the buyer, the seller may, on the basis of its legitimate interest, process the buyer's personal data also for the purposes of direct marketing and send information about new products, discounts and special offers relating to the goods or services offered to the buyer's e-mail address.
9.6. The seller undertakes to handle and process the buyer's personal data in accordance with the applicable legal regulations of the Slovak Republic.
9.7. The seller declares that in accordance with Article 5(1)(a) and (b) of the Regulation, it will obtain the buyer's personal data exclusively for the purposes specified in these terms and conditions.
9.8. The seller declares that for purposes other than those specified in these terms and conditions, it will always obtain the buyer's personal data separately on an appropriate legal basis and at the same time ensure that such personal data will be processed and used exclusively in a manner corresponding to the purpose for

which they were collected and will not be combined with personal data obtained for another purpose or for the purpose of performing the purchase contract.

9.9. Before submitting the order, the buyer will be asked to confirm, by ticking a checkbox prior to sending the order, that the seller has informed him/her in a sufficient, comprehensible and unambiguous manner about:

a) its identification details specified in Article 1 of these terms and conditions proving the identity of the seller,
b) the seller's contact details or the contact details of the seller's responsible person,
c) the purpose of processing personal data, which is the conclusion of the purchase contract between the seller and the buyer, and the legal basis for the processing of personal data,
d) that the buyer is obliged to provide the required personal data for the purpose of concluding the purchase contract and for proper processing and delivery of the order,
e) if the processing is based on Article 6(1)(f) of the Regulation, that the legitimate interest pursued by the seller is direct marketing,
f) identification details of the third party, namely the company that will deliver the ordered goods to the buyer, or identification details of other recipients or categories of recipients of personal data, if any,
g) the period for which personal data will be stored or the criteria used to determine that period,

9.10. The seller declares that it will process personal data in accordance with good morals and will act in a manner that does not contradict the Regulation or other generally binding legal regulations, nor will it circumvent them.

9.11. In accordance with the Regulation, the seller provides the buyer whose data it processes with the following information:

a) the identity and contact details of the seller and, where applicable, of the seller's representative,
b) the contact details of the responsible person, if any,
c) the purposes of the processing for which the personal data are intended, as well as the legal basis for the processing,
d) if the processing is based on Article 6(1)(f), the legitimate interests pursued by the seller or by a third party,
e) the recipients or categories of recipients of the personal data, if any,
f) where applicable, information about the seller's intention to transfer personal data to a third country or an international organization,
g) the period for which the personal data will be stored or the criteria used to determine that period,
h) information about the existence of the right to request from the seller access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability,
i) the right to lodge a complaint with a supervisory authority,
j) information as to whether the provision of personal data is a statutory or contractual requirement, or a requirement necessary to enter into a contract, whether the buyer is obliged to provide personal data and the possible consequences of failure to provide such data,
k) the existence of automated decision-making, including profiling;The buyer has the right to obtain from the seller a copy of the personal data being processed and has the right to obtain all the above information in

relation thereto. For any additional copies requested by the buyer, the seller may charge a fee corresponding to the administrative costs of providing the copy.

9.12. If the buyer exercises his/her right pursuant to clause 9.11 in writing or electronically and it follows from the content of the request that he/she is exercising the right under clause 9.11, such request shall be deemed to have been submitted under this Regulation.
9.13. The buyer has the right to object to the processing of his/her personal data by the seller where he/she assumes that the data are or will be processed for direct marketing purposes, including profiling to the extent related to such direct marketing. If the buyer objects to such processing, the seller shall cease processing the personal data for direct marketing purposes as of the date of delivery of the objection to the seller, and the personal data of the buyer concerned shall no longer be processed for such purposes.
9.14. If the buyer suspects that his/her personal data are being processed unlawfully, he/she may file a complaint with the Office for Personal Data Protection of the Slovak Republic. If the buyer does not have full legal capacity, his/her rights may be exercised by a legal representative.
9.15. The seller shall take appropriate measures to provide the buyer with all information referred to in clause 9.11 in a concise, transparent, intelligible and easily accessible form, using clear and plain language. The seller shall provide the information electronically or by other means in accordance with the Regulation as agreed with the buyer.
9.16. The seller shall provide the buyer with information on the measures taken on the basis of the buyer's request without undue delay and in any event within one month of receipt of the request.
9.17. The seller hereby informs the buyer that for the purpose of performance of the concluded contract, the buyer's personal data are expected to be provided and made accessible to the following third parties or categories of recipients:
GLS General Logistics Systems Slovakia s.r.o., with registered office at Budča 1039, 962 33 Budča, Company ID No.: 36 624 942, registered in the Commercial Register of the District Court Banská Bystrica, Section Sro, Insert No. 9084/S
Packeta Slovakia s.r.o., with registered office at Sliačska 1E, 831 02 Bratislava – Nové Mesto, Company ID No.: 48136999, registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, Insert No. 105158/B

10. Withdrawal from the Purchase Contract

10.1. If the seller is unable to fulfill its obligations arising from the purchase contract due to stock depletion, unavailability of goods, or if the manufacturer, importer or supplier of the goods agreed in the purchase contract has discontinued production or made such significant changes that make it impossible for the seller to fulfill its obligations under the purchase contract, or due to force majeure, or if even after making all efforts that may reasonably be required it is unable to deliver the goods to the buyer within the period specified in these terms and conditions, the seller is obliged to inform the buyer of this fact without undue delay and at the same time offer the buyer substitute performance or the option to withdraw from the purchase contract, or cancel the order if the purchase contract has not yet been concluded. The buyer may cancel the order by telephone or by sending an e-mail. If the buyer does not accept the substitute performance offered by the seller within a reasonable period or does not withdraw from the purchase contract, the seller is entitled to

withdraw from the purchase contract and, if the buyer has already paid the purchase price or part thereof, the seller is obliged to refund the paid purchase price or part thereof within 14 days from the date of delivery of the notice of withdrawal from the purchase contract to the buyer.
If, for the above-mentioned reasons, the seller is unable to deliver the goods to the buyer at the price stated in the order and informs the buyer of this fact before binding acceptance of the order, the seller is not obliged to accept the buyer's proposal to conclude the purchase contract.
If the buyer withdraws from the purchase contract or cancels the order for the reasons stated in this clause of these terms and conditions, the seller is obliged to refund to the buyer the advance payment already paid for the goods agreed in the purchase contract without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, using the same method of payment as the buyer used, unless the seller agrees with the buyer on a different method of refund without charging any additional fees.

10.2. The buyer is entitled to withdraw from the purchase contract without stating a reason in accordance with Section 19 et seq. of the Act within 14 days from receipt of the goods or from the date of conclusion of a service contract or a contract for the supply of digital content not supplied on a tangible medium, provided that the seller has duly and timely fulfilled its information obligations pursuant to Section 15 of the Act.

10.3. Within this period, after receipt of the goods, the buyer has the right to unpack and test the goods in a manner similar to that customary when purchasing in a traditional "brick-and-mortar" store, to the extent necessary to ascertain the nature, characteristics and functionality of the goods.

10.4. The withdrawal period shall commence on the day when the buyer or a third party designated by the buyer, other than the carrier, takes delivery of all parts of the ordered goods, or if

a) goods ordered by the buyer in one order are delivered separately, from the date of receipt of the last delivered goods,
b) goods consisting of several parts or pieces are delivered, from the date of receipt of the last part or piece,
c) goods are delivered repeatedly under a contract during a defined period, from the date of receipt of the first delivered goods.

10.5. The buyer may withdraw from a purchase contract for the purchase of goods even before the withdrawal period has started to run.

10.6. The buyer may exercise the right of withdrawal from a distance contract in written form or in the form of a record on another durable medium. The buyer may use the model withdrawal form, which forms Annex No. 1 to these terms and conditions.

10.7. The withdrawal from the purchase contract pursuant to the preceding clause of these terms and conditions must contain information enabling the seller to clearly and unequivocally identify the order and the product the customer wishes to return. Such information includes, for example, the details required in the model withdrawal form forming Annex No. 1 to these terms and conditions: identification of the buyer, date and/or order number, name and specification of the goods. It is also recommended to state the preferred method of refund of the received performance, in particular the bank account number and/or the postal address of the buyer.

10.8. The seller is obliged to provide the buyer, without undue delay after receipt of the notice of withdrawal, with confirmation of its receipt on a durable medium, if the buyer has withdrawn from the contract using a specific function or withdrawal form available in the seller's online interface.

10.9. If the buyer withdraws from the purchase contract, any supplementary contract related to the purchase contract from which the buyer has withdrawn shall also be cancelled from the outset. This shall not apply if the parties expressly agree on the continued validity of the supplementary contract. The buyer may not be required to bear any costs or other payments in connection with the cancellation of the supplementary contract except for the costs and payments referred to in Section 21(3) and (5) and Section 22(3) of the Act and the price for the service, if the subject of the contract is the provision of a service and the service has been fully provided.

10.10. The buyer is obliged, without undue delay and no later than within 14 days from the date of withdrawal from the purchase contract, to send the goods back to the registered office address of the operator or hand them over to the seller or a person authorized by the seller to receive the goods. This shall not apply if the seller has proposed to collect the goods personally or through a person authorized by the seller. The time limit pursuant to the first sentence of this clause shall be deemed observed if the goods were handed over for transport no later than on the last day of the time limit.

10.11. The buyer is obliged to deliver the goods to the seller complete, including complete documentation, undamaged, if possible in the original packaging and unused.

10.12. It is recommended to insure the goods when returning them. Cash on delivery shipments will not be accepted by the seller. The seller is obliged, without undue delay and no later than within 14 days from the date of receipt of the notice of withdrawal from the contract, to refund to the buyer all payments received from the buyer under or in connection with the purchase contract, including the costs of transport, delivery, postage and other costs and fees. The seller is not obliged to refund payments pursuant to this clause before the goods are delivered back to the seller or until the buyer proves that the goods have been sent back to the seller, unless the seller proposes to collect the goods personally or through a person authorized by the seller.

10.13. The seller is obliged to refund to the buyer all payments in the scope corresponding to the withdrawal from the contract if the buyer has not withdrawn from the entire distance contract but only in relation to specific products. The seller may not charge the buyer any additional costs for transport, delivery, postage or other costs and fees.

10.14. The seller is not obliged to reimburse the buyer for additional costs if the buyer has explicitly chosen a delivery method other than the cheapest standard delivery method offered by the seller. Additional costs mean the difference between the delivery costs chosen by the buyer and the costs of the cheapest delivery method offered by the seller.

10.15. The buyer shall bear the costs of returning the goods to the seller or to a person authorized by the seller to receive the goods. This shall not apply if the seller has agreed to bear such costs himself or if the seller has failed to fulfill the obligation pursuant to Section 15(1)(g) of the Act.

10.16. The buyer shall be liable for any decrease in the value of the goods resulting from handling the goods in a manner beyond what is necessary to ascertain their characteristics and functionality. The buyer shall not be liable for any decrease in the value of the goods if the seller has failed to fulfill the information obligation regarding the buyer's right to withdraw from the contract pursuant to Section 15(1)(f) of the Act.

10.17. The seller is obliged to refund the purchase price for the goods to the buyer using the same method of payment as used by the buyer, unless the seller agrees with the buyer on a different method of refund without charging the buyer any additional fees in this respect.

10.18. If the buyer withdraws from the contract and delivers to the seller goods that are used, damaged or incomplete, the buyer undertakes to reimburse the seller for:

a) the amount by which the value of the goods has decreased within the meaning of Section 457 of the Civil Code, in the actual amount,
b) the costs incurred by the seller in connection with repairing the goods and restoring them to their original condition, calculated according to the price list for out-of-warranty service of the goods.

The buyer is obliged, pursuant to this clause of the terms and conditions, to compensate the seller up to a maximum amount corresponding to the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase contract.
10.19. Unilateral set-off of claims between the seller and the buyer arising from withdrawal from the contract pursuant to Section 19(1) of the Act is prohibited.
10.20. In accordance with Section 19(1) of the Act, the buyer may not withdraw from a contract the subject of which is:

- the supply of goods made according to the buyer's specifications or custom-made goods,
- the supply of goods subject to rapid deterioration or spoilage,
- the supply of goods sealed in protective packaging which are not suitable for return due to health protection or hygiene reasons and whose protective packaging has been broken after delivery,
- the supply of audio recordings, video recordings, audiovisual recordings or software sold in protective packaging that has been broken after delivery,
- the supply of goods which, due to their nature, may be inseparably mixed with other goods after delivery,
- the supply of digital content other than on a tangible medium, if its provision has begun with the buyer's explicit consent and the buyer has declared that he/she has been duly informed that by giving such consent he/she loses the right to withdraw from the contract upon commencement of the delivery of digital content, and the seller has provided the buyer with confirmation thereof,
- the provision of a service, if its provision has begun with the buyer's explicit consent and the buyer has declared that he/she has been duly informed that by giving such consent he/she loses the right to withdraw from the contract after full performance of the service, and if the service has been fully provided;

10.21. The provisions of Article 10 of these terms and conditions expressly do not apply to entities that do not meet the definition of a consumer set out in Section 52(4) of the Civil Code.

11. Provision of Services

11.1. The buyer may order any service via electronic communication by submitting a request sent to the email address **eshop@valtec-shop.com**. Based on the consumer's request, the seller shall send a request to complete the consumer's identification details, if not already provided, the date of service provision, the

service price, a description of the service and these General Terms and Conditions.

11.2. The order becomes binding for the consumer upon approval of the service provision conditions by the consumer and subsequent confirmation of receipt of the order by the seller. For the avoidance of doubt, a distance service contract is concluded only at the moment of confirmation of the order by the seller.

11.3. The seller shall send the consumer an invoice for payment for the services without undue delay **prior to the provision of the service**, unless agreed otherwise.

11.4. The seller provides the following services:

a) professional technical support in troubleshooting,
b) replacement of spare parts,
c) training programs for customers and technicians,
d) servicing of welding equipment and accessories,
e) analytical and inspection activities,
f) cleaning of internal parts of equipment, including mechanical, electronic and cooling components,
g) inspection of equipment from the perspective of safety, operator health protection and prevention of property damage,
h) calibration of welding equipment;

12. Final Provisions

12.1. If the purchase contract is concluded in writing, any amendment thereto must also be made in writing.

12.2. The contracting parties have agreed that communication between them will be carried out in the form of e-mail messages.

12.3. Legal relations not regulated by these terms and conditions shall be governed by the relevant provisions of the Civil Code, the Act, Act No. 22/2004 Coll. on Electronic Commerce and on Amendments to Act No. 128/2002 Coll. on State Control of the Internal Market in Consumer Protection Matters and on Amendments to Certain Acts as amended by Act No. 284/2002 Coll., as amended, and the Act.

12.4. The consumer has the right to submit a request for redress to the seller if a dispute arises between the consumer and the seller concerning the exercise of rights arising from liability for defects or if the consumer believes that the seller has violated other consumer rights. If the seller responds negatively to the request for redress or fails to respond within 30 days from the date of its submission, the consumer has the right to file a proposal to initiate alternative dispute resolution pursuant to Section 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts. The competent entity for alternative resolution of consumer disputes with the seller is the Slovak Trade Inspection, P.O.Box 29, Bajkalská 21/A, 827 99 Bratislava, www.soi.sk, or another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at http://www.mhsr.sk); the consumer has the right to choose which of the listed alternative dispute resolution entities to contact.

12.5. These terms and conditions become effective for the buyer upon conclusion of the purchase contract.

12.6. Before submitting the order, the buyer will be asked to confirm, by checking a box, that he/she has become acquainted with these terms and conditions, has read them, understood their content and agrees with them in full.

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M: +421 948 488 885, E: info@valtec-shop.com, www.valtec-shop.com
Company ID: 36628484, **VAT ID:** SK2021860181
Bank: Slovenská sporiteľňa, a.s., **IBAN:** SK56 0900 0000 0051 2254 1641 GIBASKBX

Model Withdrawal Form

(please complete and send this form only if you wish to withdraw from a distance contract)