



## GENERAL TERMS AND CONDITIONS

Valid from: 01.01.2026

### 1. General Provisions and Definitions

1.1. The term "Seller" shall mean the company N+F Slovakia, s.r.o., incorporated in accordance with Slovak law, with its registered office at: Vlčie hrdlo 1, 824 12 Bratislava, Slovakia, registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 89453/B, Company ID No.: 45 254 273, tax ID Number: 2022913849, VAT Number: SK2022913849, E-mail: nuf@nuf.eu, Phone: 00421 948 884 220, Bank Account: Slovenská sporiteľňa, a.s., account number: 5139901674/0900, IBAN: SK43 0900 0000 0051 3990 1674.

1.2. The term "Buyer" means an entrepreneur (legal entity or natural person – entrepreneur) or a consumer who enters into a purchase contract with the Seller pursuant to Section 409 et seq. of Act No. 513/1991 Coll., the Commercial Code (hereinafter referred to as the "Commercial Code") or a consumer purchase contract pursuant to special regulations.

1.3. The term "FC" means a framework contract that regulates the relations of the Contracting Parties and on the basis of which implementation (partial) contracts/Orders are concluded.

1.4. The term "Order" means a proposal to conclude a purchase contract sent by e-mail or other agreed electronic means, including telephone. By placing an Order, the Buyer expressly agrees to these GTC.

1.5. The term "Order Confirmation" means the binding written acceptance of the Seller sent by email to the Buyer.

1.6. The term "Incoterms" means the international rules of the International Chamber of Commerce for the interpretation of delivery clauses, applied by express agreement of the parties.

1.7. Under the term "GTC" shall mean these General Terms and Conditions, which govern the rights and obligations of the Contracting Parties when selling goods by the Seller to the Buyer and are publicly available on the Seller's website on [www.nuf.eu](http://www.nuf.eu) and with which the Buyer expresses his/her consent by executing the Order.

1.8. The term "Civil Code" means Act No. 40/1964 Coll., the Civil Act, as amended.

1.9. The GTC are an integral part of every purchase contract and take precedence over supplementary provisions of law. Individual arrangements of the parties in a written contract or an Order Confirmation take precedence over these GTC.

1.10. The Seller and the Buyer jointly also the "Contracting Parties" and each separately also the "Contracting Party".

### 2. Method of concluding the purchase contract

2.1. The Purchase Contract is concluded in one of the following ways:

(a) Buyer's Order and Seller's express written Order Confirmation; or

(b) by concluding the FC and the subsequent Confirmation of individual orders.

2.2. The Seller declares that the automatic confirmation of receipt of the e-mail does not have the effects of the Order Confirmation (Acceptance). The Seller is bound only by an explicit Order Confirmation.

2.3. The Order Confirmation contains in particular: (i) the order number, the exact specification of the goods and quantities, (ii) the price or the method of its determination, (iii) the payment terms, (iv) the place of delivery and the selected Incoterms clause, (v) the expected delivery time, (vi) the GTC and a link to the website where the privacy policy is published as of the date of conclusion of the Purchase Contract.

2.4. The Purchase Contract may also be concluded by other electronic means pursuant to the Electronic Commerce Act. Contractual expressions made by e-mail are considered to be in writing. The Seller publishes the identification data and mandatory information on its website.

### 3. Purchase price and price conditions

3.1. The purchase price is negotiated: (a) according to the current price list of the Seller valid for a specific customer or Buyer and the period according to the FC, or (b) on the basis of an individual price offer (hereinafter referred to as the "PO") sent by the Seller. In the case of PO, the PO is sent or notified by telephone to the Buyer always before the Order is made.

3.2. The Seller is entitled to unilaterally change the price list according to the FC by issuing a new price list. The Seller reserves the right to change the purchase price even in the event of a change in legislation and/or a change in prices from the Seller's manufacturers, suppliers and subcontractors. The change in the price list will be applied to future Orders after the notification of the change, which the Seller is obliged to notify the Buyer at least 1 month before the specified effective date of the change. Such a change is not a fact that would require the conclusion of an amendment to the FC. The Buyer is entitled to notify the Seller of his/her written disagreement with the change until the change of the price list comes into effect and to ask the



Seller to conclude a deviating contractual arrangement; in such a case, the effectiveness of the new price list against this Buyer is suspended. If the Seller does not agree on the change with the Buyer within 30 days from the date of delivery of the disagreement, the Buyer is entitled to terminate the FC within 15 days of the expiry of the 30-day period. In this case, the notice period is 1 month and begins to run on the first day of the calendar month following the delivery of the notice.

3.3. If the FC is concluded, the purchase prices may be increased during its duration by the average annual inflation rate based on the annual consumer price index published by the Statistical Office of the Slovak Republic for the previous calendar year. The method and dates of modification can be specified in the FC. Unless agreed otherwise, the adjustment will always apply from the 1st quarter of the following year and the prices determined in this way will be valid for the entire period of one year. If the above-mentioned inflation index ceases to be announced, the index that will replace it will be used to determine prices, and if no substitute index is announced, then another similar inflation index. The Seller is entitled to proceed to the first increase in the purchase price in accordance with this point of this Article of the GTC in the following calendar year after the conclusion of the FC.

3.4. Prices are exclusive of VAT, duties, fees, transport costs, handling costs, insurance and packaging, unless expressly agreed otherwise.

#### **4. Delivery conditions**

4.1. Delivery time: The standard (estimated) delivery time is specified in the PO or in the Order Confirmation. If it is not specified, the Contracting Parties shall agree on it in writing. The Seller is entitled to change the deadlines accordingly in accordance with Articles 13 and 14 of these GTC. The agreed delivery times and dates are indicative only and will not be considered absolute deadlines. Missing the delivery time does not entitle the Buyer to withdraw from the Purchase Contract or to any form of compensation.

4.2. Method of delivery: The Seller undertakes to deliver the goods under the contract in the agreed manner, whereby it is possible to choose from one of the foreseen methods: personal acceptance of the goods by the Buyer at the place specified in the Order Confirmation, delivery by the Seller's transport at the Buyer's expense or transport provided by the Buyer at the Buyer's expense. According to the agreement, the Contracting Parties apply Incoterms. If the delivery cannot be made within the agreed period or time, the Seller shall be entitled to make partial deliveries and the Buyer shall give the Seller a reasonable time to complete the delivery.

4.3. The Seller shall issue a delivery note for each shipment of goods. Depending on the nature of the delivery of the goods, the invoice can perform the function of a delivery note. The Seller is entitled to deliver the goods to the Buyer in parts and invoice them separately, unless this unreasonably jeopardizes the purpose of the contract or does not contradict the express agreement of the Contracting Parties.

4.4. Place of delivery: the place specified in the Seller's Order Confirmation, unless agreed otherwise by the Contracting Parties.

4.5. The Buyer acquires the ownership right to the goods only upon full payment of the full purchase price for the goods. The risk of damage to the goods passes to the Buyer at the moment when he takes over the goods from the Seller or when he fails to do so in time, then at the time when the Seller allows him to dispose of the goods and the Buyer does not take over the goods.

4.6. The Buyer is obliged to inspect the goods as soon as they are delivered. In the event that the Buyer identifies that the goods and/or packaging of the goods are damaged, the Buyer is obliged to immediately notify the carrier of this fact and check the condition of the goods in his presence. In the event of damage to the goods, the Buyer is obliged to make a record of the extent and nature of the damage to the goods, the correctness of which will be confirmed by the carrier. On the basis of such a record delivered to the Seller without delay, the Seller may subsequently provide the removal of the defect in the goods, a discount on the goods or, in the case of irreparable defects of the goods, deliver new goods to the Buyer.

4.7. The Buyer is obliged to take over the goods in person or to ensure that the goods are taken over by a person authorised to take over the goods, without undue delay after the goods have been delivered in the manner specified in the Order Confirmation. If it is necessary to repeat the delivery of the goods at the place specified in the Order Confirmation for reasons on the part of the Buyer, any costs associated with this shall be borne by the Buyer. The goods are deemed to have been delivered at the moment of delivery of the goods to the address specified in the Order Confirmation and taken over at the moment of physical acceptance of the goods by the Buyer, a person authorized to take over the goods by the Buyer or a refusal to accept the goods, which the carrier indicates in the protocol of delivery and handover of the goods. In the event that the Buyer breaches the obligation to take over the goods, the Seller has the right to store the goods at the Buyer's risk and expense. In such a case, the Buyer is obliged to reimburse the Seller for the costs associated with the storage of the goods in the usual amount, without undue delay after being called upon by the Seller to pay them.



## 5. Payment and Billing Terms

5.1. Unless agreed otherwise, the payment period of the purchase price is individually agreed for each Buyer and stated on the invoice or in the Order Confirmation.

5.2. The Seller is entitled to issue an advance invoice. The Seller may make the delivery of goods conditional on the payment of an advance payment on the basis of an advance invoice.

5.3. The right to invoice the purchase price by the Seller arises upon delivery of the goods, upon their dispatch (handover to the carrier) or in advance according to the agreement of the Contracting Parties.

5.4. In the event of the Buyer's delay in paying the purchase price for the goods, the Seller is entitled to suspend the performance of further Orders, demand contractual interest for delay, apply contractual penalties and unilaterally extend delivery times.

5.5. The Seller is entitled to set off its receivables arising in connection with the Purchase Contract against any receivable of the Buyer, regardless of the maturity of such receivables.

## 6. Rights and obligations of the Seller

6.1. The Seller is obliged to:

a) deliver the goods to the Buyer on the basis of the Order and the Order Confirmation in the agreed quantity, quality, deadlines and pack them for transport in the manner necessary for their preservation and protection,

b) ensure that the delivered goods comply with generally binding legal regulations valid and effective in the territory of the Slovak Republic,

c) hand over to the Buyer, together with the goods in written or electronic form, the documents necessary for the receipt and use of the goods and other documents prescribed by the applicable legal regulations; the attestation documentation for the delivered goods will be sent electronically, depending on the difficulty of processing, in the shortest possible time, while the documentation for goods from stock will be sent within 24 hours in electronic form from the issuance of the delivery note/invoice.

6.2. The Seller has the right to proper and timely payment of the purchase price from the Buyer for the delivered goods.

## 7. Rights and obligations of the Buyer

7.1. The Buyer is obliged to:

a) take over the goods purchased from the Seller on the basis of the Order and the Order Confirmation, without undue delay after their delivery in accordance with Article 4.2 of these GTC,

b) pay the Seller the agreed purchase price within the agreed payment period, including the costs of delivery of the goods,

c) confirm the receipt of the goods to the Seller in the delivery note by his/her signature or the signature of a person authorized by the Buyer to take over the goods, without undue delay after receipt of the goods.

7.2. The Buyer has the right to delivery of the goods in the quantity, quality, date and place agreed by the Contracting Parties according to the Order Confirmation.

## 8. Transfer of ownership (reservation of ownership)

8.1. The goods remain the exclusive property of the Seller until the full payment of the purchase price in full. The Buyer is not entitled to further alienate or encumber the goods, unless agreed otherwise with the Seller.

8.2. In the event of the Buyer's delay in paying the purchase price, the Buyer is obliged to keep and store the Seller's goods separately from other goods and to refrain from processing or other handling of the goods until the Buyer's obligation to pay the purchase price has been fulfilled. Furthermore, the Buyer is obliged to allow the Seller to enter the premises where the goods are located for the purpose of taking away the goods. Any costs related thereto shall be borne in full by the Buyer.

## 9. Complaint Procedure, Warranty, Liability for Defects

9.1. The Buyer is obliged to check the quantity and obvious damage to the goods immediately after delivery of the goods, and to record and report any defects found in accordance with these GTC. Otherwise, the Buyer may make claims for defects found during this inspection only if he/she proves that these defects were already present in the goods at the time of receipt of the goods.

9.2. The Seller provides the Buyer with a warranty for the goods for a period of 12 months from the date of delivery of the goods, unless a longer warranty period is agreed in the FC or in the Order Confirmation (e.g. 24 months, 36 months, etc.).

9.3. The warranty does not cover defects caused by improper assembly, improper storage, improper use contrary to instructions to use and/or orders, or use in



conditions for which the goods are not intended, or the intervention of a third party.

9.4. During the warranty, the Buyer has the right to have the defect removed free of charge upon presentation of the goods, including accessories, documentation and instructions to use to the Seller, the warranty card, if issued by the Seller, and proof of payment.

9.5. The Buyer is obliged to file a complaint with the Seller immediately after discovering the defect. Complaints are made in writing or by e-mail and must include a description of the defect, photo documentation, Order number, delivery note and invoice. At the Seller's request, the Buyer is obliged to immediately add other data for the purpose of handling the complaint of the goods.

9.6. The Complaints Procedure under these GTC shall apply, unless other warranty and complaint conditions have been agreed in writing between the Contracting Parties.

9.7. The Buyer has the right to claim a warranty from the Seller only for goods that show defects for which the Seller is responsible, are covered by a warranty and were purchased from the Seller. The Buyer is not entitled to claim a warranty for defects that were notified by the Seller when concluding the contract, or of which he/she should have been aware, taking into account the circumstances under which the Purchase Contract was concluded.

9.8. The Complaint Procedure for goods that can be objectively delivered to the Seller begins on the day when all of the following conditions are met:

- a) delivery of a complaint from the Buyer to the Seller,
- b) delivery of the claimed goods from the Buyer to the Seller (unless otherwise specified by the Seller).

The complaint procedure for goods that cannot be objectively delivered to the Seller begins on the day when all of the following conditions are met:

- a) delivery of a complaint from the Buyer to the Seller,
- b) inspection of the claimed goods by the Seller or a person designated by the Seller, who will issue a written confirmation of the inspection to the Buyer,
- c) proper documentation of the claimed goods, including photo documentation.

The start of the Complaint Procedure is the day the complaint is filed.

9.9. The Seller reserves the right to replace the defective goods with another similar one with comparable technical parameters.

9.10. The Buyer's entitlement to claim the warranty against the Seller expires:

- a) failure to produce proof of payment, delivery note or warranty card, accessories or documentation of goods,
- b) failure to report obvious defects upon receipt of the goods,
- c) upon the expiry of the warranty period of the goods,
- d) mechanical damage to the goods caused by the Buyer or a third party,
- e) improper handling, operation or neglect of care for goods, inappropriate or unprofessional installation, poor storage, inappropriate use in conditions for which the subject of sale is not intended,
- g) damage to the goods by excessive loading or use contrary to the conditions specified in the documentation, general principles, technical standards or safety regulations in force in the Slovak Republic,
- h) damage to the goods by unavoidable and/or unforeseeable events,
- (i) damage to the goods by accidental destruction and accidental deterioration;
- j) unprofessional intervention, damage during transport, damage by water, fire, static or atmospheric electricity or another force majeure,
- k) by interfering with the goods of an unauthorised person.

9.11. In the event of a timely complaint by the Buyer, if the goods have defects, the Buyer's claims for liability for defects, whether it is a material or non-material breach of the Purchase Contract, will be satisfied at the choice made by the Seller either by delivering the missing goods or removing other defects in the goods, or by supplying replacement goods for the defective goods or by providing a reasonable discount on the purchase price.

## 10. Specific provisions for consumers

10.1. In the case of consumer contracts, the Seller fulfils the information obligations under the Consumer Protection Act. The Consumer is entitled to contact the Seller at the e-mail address: nuf@nuf.eu. In the case of distance contracts, the consumer may withdraw without giving a reason within 14 days of receipt of the goods, with exceptions provided for by law (e.g. goods manufactured according to special requirements) – The Seller provides the consumer with a standard form for withdrawal from the contract.

10.2. Contractual penalties and certain limitations of liability specified in these GTC shall not apply to consumers



if they would be contrary to the mandatory provisions of consumer protection law. In the event that any provision of these GTC would be in clear conflict with the legal regulation on consumer protection, the relevant provisions of the GTC shall not apply to the consumer and the statutory regulation shall apply.

### 10.3. Provisions on liability for defects towards consumers:

a) If the Seller is liable for a defect in the goods sold, the Buyer has the right to remove the defect by repair or replacement, the right to a reasonable discount on the purchase price or the right to withdraw from the Purchase Contract.

b) The Buyer is entitled to exercise the right arising from defects that appear on the goods within 24 months of receipt.

c) If it is a defect that can be removed, the Buyer has the right to choose to remove the defect by replacing the goods or repairing the goods. The Seller shall repair or replace the goods within a reasonable period of time after the Buyer has complained of a defect, free of charge and at its own expense.

d) The Buyer cannot choose a method of removing the defect that is not possible or that would cause the Seller disproportionate costs compared to the second method of removing the defect, taking into account all the circumstances, in particular the value that the goods would have without the defect, the severity of the defect and whether the second method of removing the defect would cause significant inconvenience to the Buyer. The Seller can always replace the defective goods with non-defective goods instead of removing the defect, if this does not cause serious difficulties for the Buyer.

e) The Seller may refuse to remove the defect if repair or replacement is not possible or if it would require disproportionate costs taking into account all the circumstances.

f) The Buyer is entitled to a reasonable discount on the purchase price or may withdraw from the purchase contract if:

- The Seller did not repair or replace the goods;
  - The Seller did not repair or replace the goods in accordance with Section 623 (4) and (6) of the Civil Code;
  - the goods have the same defect despite the repair or replacement of the goods;
  - the defect is of such a serious nature that it justifies an immediate discount on the purchase price or withdrawal from the Purchase Contract;
- or

- The Seller has declared or it is clear from the circumstances that it will not remedy the defect within a reasonable period of time or without causing serious difficulties for the Buyer.

g) The Buyer may not withdraw from the Purchase Contract pursuant to f) of this Article of the GTC if the Buyer participated in the occurrence of the defect or if the defect is negligible.

h) If the Purchase Contract relates to the purchase of several goods, the Buyer may withdraw from it only in relation to the defective goods.

i) The Buyer shall exercise the rights arising from liability for defects with the Seller. The deadline for the removal of the reported defect specified in the defect notification confirmation may not exceed 30 days from the date of the defect notification. In the event that there is an objective reason for removing the defect that the Seller cannot influence, the deadline for removing the defect may be longer than 30 days.

j) If the Seller denies liability for defects, the Seller shall notify the Buyer in writing of the reasons for the refusal. If the Buyer proves the Seller's liability for the defect by means of an expert opinion or expert opinion issued by an accredited body, an authorized body or a notified body, he may reproach the defect repeatedly and the Seller cannot refuse liability for the defect; Section 621 (3) of the Civil Code does not apply to repeated complaints of defects. The costs of the Buyer related to the expert opinion and expert opinion are subject to Section 509 (2) of the Civil Code. The discount on the purchase price must be proportionate to the difference in the value of the goods sold and the value that the goods would have had if they were free of defects.

k) The Buyer returns the goods to the Seller after withdrawing from the purchase contract or part thereof.

l) After withdrawing from the purchase contract, the Seller shall return the purchase price to the Buyer no later than 14 days from the date of return of the goods to the Seller or after proving that the Buyer has sent the goods to the Seller, whichever is earlier.

m) The Seller shall refund the purchase price to the Buyer or pay the Buyer a discount on the purchase price in the same manner as used by the Buyer when paying the purchase price, unless the Buyer expressly agrees to a different method of payment.

10.4. The Consumer has the right to contact an alternative dispute resolution (hereinafter referred to as "ADR"). The relevant ADR entity in the case of the Seller is the Slovak Trade Inspection, with its registered office at Bajkalská 21/A, 827 99 Bratislava 27, ID No.: 17 33 19 27 or another relevant authorized legal entity registered in the list of



alternative dispute resolution entities maintained by the Ministry (the list is available on the website List of alternative dispute resolution entities for consumer disputes | Alternative Dispute Resolution for Consumer Disputes | Consumer protection | Shop | MHSR (gov.sk) www.economy.gov.sk). The Buyer has the right to choose which of those ADR entities to turn to, without prejudice to the possibility of going to court.

10.5. By sending the Order to the Seller, the Buyer confirms that he has been duly informed about the conditions and manner of claiming the goods, including information on where the complaint can be filed, the deadline for making a complaint, what is the content of the claim and what rights can be exercised from defects, in accordance with the Civil Code and the Consumer Protection Act.

## 11. Sanctions and Debt Collection

11.1. In addition to the contractual interest on late payment, the Buyer is also obliged to pay the Seller a contractual penalty in the amount of 0.05% of the due amount for each day of delay. The application of the contractual penalty does not affect the Seller's claim for damages in its entirety.

11.2. Invoices may be forwarded or managed by the Seller through an authorized collection company. In the event of non-compliance with the due date, the Buyer is obliged to pay the Seller default interest in the amount of 0.05% for each day of delay. Invoices are tracked by a collection company authorized by the Seller. The Seller is entitled to claim any costs related to the recovery of the outstanding amount against the Buyer in accordance with the generally binding legal regulations in force in the territory of the Slovak Republic.

## 12. Jurisdiction, Cross-Border Supplies and Restrictions

12.1. The contractual relations of the Contracting Parties are governed by the law of the Slovak Republic. If the contractual relationship established with the Seller contains an international (foreign) element, then the Contracting Parties agree that the relationship is governed by Slovak law. This is without prejudice to the rights of the Buyer-consumer arising from generally binding legal regulations, from which it is not possible to derogate from by contract, and which, in the absence of a choice of law, would otherwise apply under the provision of Article 6(1) of Regulation (EC) No 593/2008 of the European Parliament and of the Council of 17 June 2008 on the law applicable to contractual obligations (Rome I). The application of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

12.2. The Seller delivers the goods in the territory of the Slovak Republic and abroad (e.g. the Czech Republic,

Hungary, Germany and others). Deliveries are subject to the export, customs, accounting and tax rules of the respective countries.

12.3. Any dispute between the Contracting Parties (including issues concerning the validity, effectiveness and interpretation of the contract and/or these GTC) shall be submitted to the competent Slovak court for decision.

## 13. Force majeure (unforeseen events)

13.1. The Seller shall not be liable for any delay or impossibility of performance caused by force majeure. Force majeure is considered in particular, but not exclusively, natural disasters, wars, riots, embargoes, pandemics, strikes and delays at suppliers and subcontractors of the Seller, cyber incidents with an impact on production and logistics, power outages and supply of raw materials, interventions by public authorities, transport and customs restrictions. Delivery times are extended accordingly in these circumstances. If the duration exceeds 60 days, the Contracting Parties may withdraw from the contract without the application of sanctions by the other Contracting Party.

## 14. Suspension of Fulfilment and Cancellation of Order Confirmation

14.1. The Seller may suspend the performance or refuse the performance if the Buyer has any overdue monetary or non-monetary obligations to the Seller or if the advance payment for the purchase price has not been paid on the basis of an advance invoice.

14.2. The Seller is entitled to unilaterally withdraw from the contract or unilaterally cancel the Order Confirmation if the goods have been sold out, their availability or price has changed with suppliers and/or subcontractors. In such a case, the Seller shall immediately refund the payments received.

14.3. The Seller is entitled to unilaterally withdraw from the contract or unilaterally cancel the Order Confirmation even in the event of a material breach of the contract or these GTC by the Buyer, its bankruptcy, imminent bankruptcy, enforcement proceeding against the Buyer's property or any other fact which, at the Seller's discretion, may objectively jeopardize the fulfilment of the Buyer's monetary or non-monetary obligations.

## 15. Confidentiality

15.1. The Contracting Party is obliged to maintain confidentiality about all facts and information that it learns about during the performance of its obligations under the Purchase Contract, even after the termination of the validity and effectiveness of the Purchase Contract. The Buyer



further undertakes not to use the confidential information under the Purchase Contract for any purpose other than the performance of obligations under the Purchase Contract and not to disclose it to a third party, except in cases where required by the Purchase Contract, the law or a final and enforceable decision of a court or other public authority. Confidential information is considered to be all information in any form related to the performance of the Contracting Parties' obligations under the Purchase Contract. However, information that (i) is or becomes publicly available without breach of contract by the Buyer, (ii) was known to the Buyer before the conclusion of the Purchase Contract and was not obtained by the Buyer under the condition of confidentiality or non-use, (iii) the Buyer obtained it from third parties without the condition of its confidentiality or non-use, is not considered confidential. In the event of a breach of any obligation under this clause, the Buyer shall be obliged to compensate the Seller for the damage caused.

15.2. The documentation and information provided by the Seller remain its intellectual property and may not be copied, reproduced or made available to third parties without the consent of the Seller.

## 16. Withdrawal from the purchase contract

16.1. The Seller is entitled to unilaterally withdraw from the Purchase Contract or cancel the Order Confirmation in the event that the manufacturer, importer, supplier or subcontractor of the goods has suspended or cancelled production or made such serious changes that make it impossible for the Seller to fulfil the obligations arising from the Purchase Contract or for reasons of force majeure in accordance with these GTC or due to the fact that the goods ordered by the Buyer have been sold out, their availability or price has changed with suppliers and/or subcontractors after the Order Confirmation or in the event of bankruptcy or imminent bankruptcy of the Buyer, and/or enforcement proceeding on the Buyer's property and/or any other fact that, at the Seller's discretion, could jeopardize the fulfilment of the Buyer's pecuniary or non-monetary obligations arising from the Purchase Contract. The Seller is obliged to inform the Buyer of this fact and return the performance already provided.

16.2. The Buyer is entitled to withdraw from the Purchase Contract only in the cases specified in these GTC.

16.3. The withdrawal from the contract must be made in writing and must contain the identification of the Contracting Parties, the number and date of the Order, the specification of the goods, the manner in which the performance provided is to be returned, including payment details. Together with the withdrawal, the Buyer is obliged to deliver to the Seller the goods together with accessories (unused, undamaged, complete), including documentation, instructions to use and warranty card.

16.4. In the event of a valid and effective withdrawal by the Buyer, the Seller shall refund the purchase price after deduction of the costs incurred by the Seller in connection with the Order. In the case of the Buyer entrepreneur, upon withdrawal from the contract, the Seller is entitled to charge a cancellation fee in the amount of the Seller's costs incurred for packaging, transportation, processing, production, additional tests and administrative processing. The cost of returning the goods is borne by the Buyer in full.

## 17. Electronic communication

17.1. The Contracting Parties have agreed to communicate via email. Electronic documents are considered to be written. The Seller publishes the mandatory identification data and conditions for the provision of information services on its website.

## 18. Privacy Policy (GDPR)

18.1. The processing of personal data of the Buyer, who is a natural person, is regulated by Regulation (EU) 2016/679 of the European Parliament and of the Council 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 "GDPR"), Act No. 18/2018 Coll., on the protection of personal data and on amendments to certain acts, as amended (hereinafter referred to as the "DPA") and other generally binding regulations.

18.2. The Seller fulfils the information obligation towards the Buyer in accordance with Article 13 of the GDPR related to the processing of the Buyer's personal data for the purpose of performing the contract, for the purpose of negotiating the contract and for the purpose of fulfilling the Seller's public law obligations by means of a special document – the privacy policy.

18.3. The Buyer acknowledges that the provision of personal data is necessary for the performance of the contract concluded between the Seller and the Buyer. The Buyer, who is a natural person, is obliged to notify the Seller of his/her name, surname, permanent residence address, date of birth, telephone and e-mail contact. The Buyer, who is a natural person - an entrepreneur, is obliged to notify the Seller of the business name, registered office, ID number, tax ID number, VAT number, telephone and email contact. The Buyer, who is a legal entity, is obliged to notify the Seller of the business name, registered office, ID number, tax ID number, VAT number, telephone and email contact.

## 19. Final provisions



19.1. By sending the Order, the Buyer expressly confirms that he/she has read these GTC, has thoroughly read them and agrees with them in full.

19.2. These GTC are drawn up in the Slovak language (or translated into English language version) and enter into force against the Buyer upon sending the Order.

19.3. Should any provision of these GTC prove to be invalid or ineffective, this shall not affect the validity of the remaining provisions of these GTC. The Seller shall replace the invalid or ineffective provision with one that most closely corresponds to the purpose of the original provision of the GTC.

19.4. The Seller is entitled to amend the GTC accordingly. The obligation to notify the change to the GTC in writing is fulfilled by publishing the GTC on the Seller's website. In the case of several language versions of the GTC, the Slovak language version of the GTC always takes precedence.

In Bratislava, on 01.01.2026