



## GENERAL COMMERCIAL TERMS

### 1. Basic provisions

These Terms and Conditions (hereinafter referred to as the "Terms") govern the rights and obligations of the parties under the purchase contract concluded via internet through e-shop system on the seller's website [www.vawa.sk](http://www.vawa.sk) (hereinafter referred to as the "e-shop") between a seller and a buyer which covers the purchase and sale of goods according to the buyer from the offer on the website of electronic shop.

### 2. Definition of basic terms

- 2.1 **The seller** is VAWA s.r.o., ID: 50 827 405, registered seat: Hronská 204/9, 040 11 Košice, entered at the District Authorities Košice, trade registered number: Oddiel: s.r.o., Vložka číslo: 41198/V, (hereinafter referred to as "the Seller"), which is also the operator of the e-shop. The seller is not a tax-payer. Phone contact: +421 903 173 412, e-mail contact is [info@vawa.sk](mailto:info@vawa.sk).
- 2.2 **A buyer** is a physical or legal person who uses the services of the e-shop, i.e. concludes a purchase contract with the seller as a contract concluded at a distance, by electronic means: e-mail or electronic order via the e-shop website.
- 2.3 **The goods** are all the products listed in the current overview on the e-shop website of the e-shop.
- 2.4 **The electronic order** means the order sent to the buyer by e-mail or electronic order via the website e-shop, containing information on the buyer, the list and the amount of goods ordered from our e-shop and the price of those goods.
- 2.5 **A purchase contract** means binding acceptance of the electronic order by the buyer, which includes all the information specified in 3.2 of these Terms, and by which specific conditions were met set out in the article No.10 of the terms by purchase of specific goods according to the article No.10 of the terms. The purchase contract is concluded with the buyer, who is a private individual – not a businessman – and shall be regarded as a consumer contract.
- 2.6 **The supervisory authority** is the Slovak Trade Inspection, Inspectorate SOI for Košice region based on Vrátna No. 3, 043 79 Košice.

### 3. Ordering of goods and conclusion of a purchase contract

- 3.1 The buyer orders the goods from the seller through the website e-shop by a written online order, namely:
  - Electronic order through the website or e-shop or

The processed order is qualified as a proposal for this contract conclusion and is binding on the buyer. After a binding confirmation of the electronic order of the buyer by the seller, the concluded sale contract is considered to be a contract concluded at a distance under § 9 of the Act. 108/2000 Coll. Consumer Protection in Doorstep Selling and Distance Selling as amended (hereinafter referred to as the "Act"). By sending the electronic order from the buyer to the seller the buyer also indicates that in accordance with § 9 paragraph. 2 of the Act does not object to the use of means of distance communication (internet and e-mail).

- 3.2 By each electronic order the buyer has to:
- **as an individual non-entrepreneur** to include their name, postal address, telephone number, e-mail;
  - **as an individual entrepreneur and legal persons** to provide the name under which it is registered in the trade or business register, business ID, TAX ID, VAT reg.no., registration, VAT Number, postal and billing address, telephone number, e-mail.
- In addition to these, in the electronic order data of the ordered goods have to be included, namely: product name, description, quantity of ordered goods, the date of issue of the order (e-shop order fulfills the conditions automatically).
- 3.3 The binding acceptance of the electronic order by the buyer to the seller is the e-mail confirmation of receipt of the electronic order from the buyer to the seller. The actual notice by the seller to the buyer on delivery of its order to the e-shop is not considered for mandatory receipt of electronic order of the buyer.
- 3.4 The purchase contract is binding acceptance of the proposal to conclude a purchase contract by the seller (i.e. electronic order of the buyer). Mandatory acceptance of the electronic order of the buyer contains in addition to the identification of the buyer the following information: name of the goods, the description of goods, quantity of ordered goods, of which is subject to the purchase contract, further details of the price of goods, the name and address of the place where the goods are to be delivered, buyer information and other data.

#### **4. Rights and duties of the seller**

- 4.1 The seller is obliged to:
- 4.1.1 deliver to the buyer of the goods at the agreed quantity, quality and time and wrap him or arrange for the transport necessary for its proper preservation and protection during transport according to the electronic order confirmation by the seller,
  - 4.1.2 ensure that the delivered goods meet the applicable regulations of the Slovak Republic,
  - 4.1.3 handover all the documents to the buyer, in a written or electronic form necessary for the acceptance and use of goods and other documents prescribed by applicable law.
- 4.2 The seller is entitled to proper and timely payment of the purchase price from the buyer for the goods delivered, including all costs associated with the purchase contract.
- 4.3 The seller is not responsible for damage or injury to persons caused by improper use of the goods. Products intended for use by children should be operated only under constant supervision of adults.

#### **5. Rights and duties of a buyer**

- 5.1 The buyer is obliged to:
- 5.1.1 takeover the ordered goods,
  - 5.1.2 pay the seller the agreed purchase price within the agreed maturity including the costs of delivery of goods,
  - 5.1.3 to refrain from any actions that could cause damage to the good business name of the seller,
  - 5.1.4 confirm the relevant document receipt of goods by the signature or the signature of an authorized person.
- 5.2 The buyer has the right to supply the quantity, quality, time and place agreed by the parties in binding electronic order.

#### **6. Delivery conditions**

- 6.1 The goods of the seller is offered by the seller via his e-shop. The buyer declares that this manner of presentation of the goods is sufficient and can be no reason for the withdrawal of the purchase contract.
- 6.2 Delivery times vary for different kinds of goods. If the ordered goods are in stock, and if there was no specific addition to the goods ordered by the buyer at the same time, the goods will be sent to the buyer within 3 / three / working days after the receipt of the order (for payment cash on

delivery), resp., 3 / three / working days from the date of payment of the purchase amount to the seller's account (as stated in the Article 8 of the Terms). In case the ordered goods are not in stock or if the buyer ordered specific arrangements of goods in the form of engraving or other layout of the goods (custom goods), the ordered goods will be delivered to the buyer within 3 / three / weeks from the date of receipt of the order (for payment cash on delivery), resp. from the date of payment of the purchase amount to the seller's account (as stated in the Article 8 of the Terms). The exact date of delivery will always be communicated to the buyer in a binding electronic receipt of the buyer's order.

- 6.3 Delivery period stated in the receipt of the electronic order by the seller may be reasonably extended by the seller depending on circumstances not caused by the seller. In such circumstances the seller will inform the buyer immediately after discovery.
- 6.4 In case the goods cannot be delivered within the statutory period of 30 days from the date of binding acceptance of the electronic order by the seller, the seller is obliged to immediately inform the buyer. In such case the seller and the buyer may agree to alternative fulfillment of the same quality and price; costs of returning the goods at the buyer's withdrawal from the contract shall be borne by the seller. If the seller fails to meet the contract for the ordered goods which cannot be delivered, he shall be immediately informed without any delay.
- 6.5 In case of delay in delivering the goods within the statutory deadline set out in paragraph 6.4 of the Terms, the buyer is entitled to withdraw from the contract. The possibility of extending the delivery period by the seller in agreement with the buyer for the reasons set out in paragraph 6.4 of the Terms shall not prejudiced.
- 6.6 The buyer chooses a method of delivery of the goods through the order form in the e-shop:
  - 6.6.1 personal takeover at the seller's place - on the street Hronská 9 in Kosice by mutual agreement of the parties,
  - 6.6.2 by courier of the Slovak Parcel Service (pack or on delivery),

#### **7. Receiving of goods**

- 7.1 The buyer is obliged to accept the goods at the place indicated on the receipt of the electronic order of the buyer to the seller. The place of delivery is the place indicated on the receipt of the electronic order by the seller, unless the parties agree otherwise.
- 7.2 Goods are delivered to the place indicated on the receipt of electronic orders through the Slovak Post or any other company providing postal services (hereinafter referred to as the "deliverer").
- 7.3 If the seller delivers the goods to the buyer at the place specified in the binding order receipt by the buyer, the buyer must take delivery in person or to ensure that the goods are taken over by the person authorized by him to take over the goods referred to in the electronic order receipt in case of his absence.
- 7.4 If it is necessary to repeat the supply of goods due to the absence of a buyer in the place provided in the electronic order receipt, any costs incurred thereby shall be borne by the buyer. The goods are considered to be delivered right after its delivery to the address indicated in the receipt of the electronic order.
- 7.5 The buyer is obliged to check the shipment, the packaging and the goods immediately upon receipt. If the buyer finds that the packaging of goods is mechanically damaged, he shall forthwith notify the shipper and by his presence check the condition of the goods. In the event of damage to the goods as a result of mechanical damage to the cover during transport of goods, the buyer is obliged to immediately contact the seller and make report of the damage confirmed by the shipper. In case the buyer does not notify the seller of mechanical damage to the packaging of the goods on the day of its receipt by the buyer or will not write the report with the shipper about the damage on the goods, it is valid that the goods have been delivered undamaged.

## **8. The purchase price and costs for goods delivery**

- 8.1 The price is stated by the fixed price list in the seller's e-shop. The prices listed in the list of e-shop are subject to change without notice. The seller reserves the right to change prices in response to changes in prices of producers, importers, etc., of what the buyer is obliged to be informed. The final price of the goods is always the one that is listed in the binding order receipt of the buyer (purchase contract); the price of goods is binding for the seller and the buyer until delivery of the goods to the buyer or the deadline referred to in 6.4 of the Terms in case the seller fails to deliver the goods to the buyer within that period.
- 8.2 The buyer has to pay the purchase price of goods agreed in the purchase contract (hereinafter referred to as the "purchase price"), including the cost of the packaging (hereinafter referred to as the "handling") and delivery of goods through the courier, including any cash on delivery (hereinafter referred to as the "shipping"), unless otherwise it agreed. The purchase price of the manufactured goods on the website e-shop is including VAT and does not include shipping and handling.
- 8.3 The date of payment of the purchase price shall be the date when the full purchase price including shipping and handling is paid to the seller.
- 8.4 In case that for any reason the purchase price is not paid by the buyer on delivery, the buyer is obliged to pay the purchase price for the goods on the date of its receipt.

## **9. Acquisition of property rights and transfer of risk of goods damage**

- 9.1 The buyer acquires the property rights of the goods after payment of the full purchase price for the goods, including shipping and handling.
- 9.2 Risk of damage to the goods passes to the buyer when he takes over the goods from the seller or the shipper, or if it is not done on time, it passes during the time when the purchaser was allowed to dispose of the goods but it was not the case because of the reasons on the buyer's side.

## **10. Personal information and protection**

- 10.1 The buyer acknowledges that the processing of personal data provided to the seller when ordering the goods namely the title, name, address, telephone number and e-mail address is necessary for the performance of the purchase agreement, where the buyer is the person concerned in accordance with § 10 ods. 3 point. b) of Act no. 122/2013 Z.z. Personal Data Protection, as amended (the "Law on the Protection of Personal Data") as one of the parties, or pre-contractual relationship with the person or in the negotiation of the contract changes which take place at the request of the person concerned.
- 10.2 The buyer acknowledges that the subject of the processing are solely a title, name, surname, telephone number and e-mail address of the customer as the person concerned without the possibility of assigning them additionally or her personal data and their use is intended solely for the needs of the seller in the mail correspondence with the buyer as the person concerned and registration of these personal data only for the purpose of delivery of ordered goods to the buyer (performing the consumer contract).
- 10.3 In case of any doubt, the buyer declares that, in accordance with § 11 paragraph. 1 of the Act on the protection of personal data and agrees for the seller to process his or her personal data namely title, name, surname, address, telephone number and e-mail address provided to the seller at the conclusion of the purchase contract (hereinafter referred to as the "Personal Data").
- 10.4 The buyer agrees that the seller has provided the personal data of the buyer only to the shipping company, ensuring the delivery of ordered goods to the buyer, including:  
a) Slovak Post, Inc. Headquarters: Partizánskeho 9, 975 99 BanskáBystrica, ID: 36631124 and  
b) SPS (United Parcel Service). Registered office: Seneckácesta 1, 900 28 Ivanka on the Danube, ID: 31329217, Tel .: +421216877 email: [bratislava@sps-sro.sk](mailto:bratislava@sps-sro.sk).
- 10.5 The buyer as the person concerned has the right, upon written request, to require from the seller:  
a) confirm whether the personal data are or are not processed by it,

- b) a generally intelligible form the information on the processing of personal data in information systems according to § 15 paragraph. 1 from a) to e) second to sixth paragraph of the Act on Protection of Personal Data,
  - c) a generally intelligible form the accurate information about the source from which it got its personal data for the processing,
  - d) a generally intelligible form list of the personal data that are subject to processing,
  - e) correction or destruction of their incorrect, incomplete or outdated personal data which are subject to processing,
  - f) destruction of the personal data of which the purpose of the processing is finished,
  - g) destruction of the personal data which are subject to processing in case of violation of the law,
  - h) blocking of personal data due to withdrawal of consent before the expiry date of its validity, if the controller processes personal data with the consent of the person concerned.
- 10.6 The buyer as the person concerned has the right to object to the:
- a) the processing of the personal data, which implies that they are or will be processed for direct marketing purposes without the buyer's consent, and call for their destruction,
  - b) the use of personal data contained in § 10 paragraph 3 point. d) the law on protection of personal data for direct marketing purposes in the postal system, or
  - c) the provision of personal data referred to in § 10 paragraph 3 point. d) the law on protection of personal data for direct marketing purposes.
- 10.7 If the concerned person suspects that his personal data are processed without authorization, he or she may be lodged at the office for a preliminary ruling on the protection of personal data.

#### **11. E-shop claim regulations**

- 11.1 The seller is responsible for any damages on the goods in accordance with the applicable law. The buyer is obliged to claim from the seller (at the address given in paragraph 2.1 of these GTC) to immediately after discovering a defect under applicable claims procedure and the claimed goods submit or deliver in person to the seller's representative with all accessories, documentation and the payment confirmation.
- 11.2 The buyer has the right to lodge a claim only to goods showing defects caused by the manufacturer, supplier or the seller, is covered by the warranty and was purchased from the seller.
- 11.3 The buyer is obliged to examine the goods immediately after receiving the goods. If it's not done so, the buyer can claim the defects found during the examination only if there is a proof that the goods had defects at the time of delivery.
- 11.4 The buyer is obliged in the notice of complaint pinpoint the type and extent of the defects of the goods. The seller is bound by this restricted range of product claims.
- 11.5 The seller will issue a receipt of the complaint of the goods to the buyer in an appropriate form chosen by the seller, for example by e-mail or in writing. The date of the claim is the date of delivery or receipt of the claimed goods by the seller.
- 11.6 The seller shall settle the claim of the goods immediately, in more complex cases within 30 days from the date of the claim. If the seller or a third person who performs the service of the product determines that the complaint is not justified, the seller sends the goods at their own expense to the expertise to the expert, authorized, notified or accredited person, or a person authorized by the manufacturer to perform the warranty repairs. The seller has this obligation only if the buyer submits a complaint within a period of 12 months from the date of purchase and the seller rejects it. If the buyer submits a complaint after the expiry of 12 months from the date of the purchase and the seller rejects it, the seller notifies the buyer in a complaint confirmation, who can the goods be delivered to to provide the professional examination or sends the product to the professional examination alone.
- 11.7 The buyer is not allowed to use the warranty for defects of which the seller was notified at the time of concluding the contract or of which the buyer should have known within the circumstances while concluding the contract.

- 11.8 The right of the buyer to the seller to claim defects does not arise in particular:
- 11.8.1 without payment confirmation, delivery note, accessories or documentation of goods,
  - 11.8.2 not reporting the apparent defects while taking over the goods,
  - 11.8.3 after the warranty of the goods expires,
  - 11.8.4 mechanical damage of the goods by the buyer,
  - 11.8.5 using the goods in conditions that do not correspond with their moisture, chemical and mechanical effects of the natural environment,
  - 11.8.6 improper handling, operation or failure to care for goods,
  - 11.8.7 damage to the goods caused by excessive load or using it contrary to the conditions specified in the documentation, the general principles, technical standards and safety regulations in force in the Slovak Republic,
  - 11.8.8 damage to the goods by unavoidable or unforeseeable events,
  - 11.8.9 damage to the goods by accidental destruction and accidental deterioration,
  - 11.8.10 tampering, damage during transport, water damage, fire, static and atmospheric electricity, mechanical modifications of the board, scraping to the board with sharp objects or other acts of nature,
  - 11.8.11 interference with the goods by unauthorized persons.
- 11.9 The seller is obliged to settle the claim and terminate the claiming procedure by one of the ways specified by law.
- 11.10 The seller is obliged to inform the buyer about the claim procedure in a written document within 30 days from the date of the claim.
- 11.11 The warranty period is 24 months starting from the date of taking over the goods by the buyer.
- 11.12 The warranty period is extended for a period during which the buyer was not able to use the goods due to the warranty repair of the goods.
- 11.13 In case of exchange of the goods for a new one, the buyer receives a document stating the type of goods and warranty period in this case starts afresh from the takeover of new products, valid for the new goods only.
- 11.14 All the reasonably filed claims and related warranty repairs are free of charge.
- 11.15 The place for lodging a claim or a complaint is the place of the registered seat specified in 2.1 of the Terms.

## **12. Withdrawal from the contract**

- 12.1 The seller reserves the right to cancel the contract or its part thereof if:
- 12.1.1 the product is not produced or stopped being produced,
  - 12.1.2 the supplier's price of the product changed, or
  - 12.1.3 the product price in the e-shop was wrong.
- The seller is obliged to immediately notify the buyer about these notions.
- 12.2 The buyer is entitled to withdraw from the contract within 7 working days of receipt of the goods without any reason in accordance with sec. § 12 para. 1 of Act no. 108/2000 Z.z. about consumer Protection in Doorstep Selling and Distance Selling as amended.
- 12.3 Termination of the contract has to be undertaken by the buyer in writing and delivered to seller to the address of his place of business referred to in paragraph 2.1. of the Terms.
- 12.4 Withdrawal from the contract according to 12.3. of the Terms has to include the identification of the buyer, the number of the contract / invoice and the date of the order, the exact specification of the goods, the manner in which the seller has to reimburse the consideration received, account number or postal address in particular. Together with the termination of the contract the seller has to deliver the goods with its unused accessories, including documentation, manuals, warranty card, payment confirmation and so on and in its original packaging in the form of an insured item.
- 12.5 The buyer cannot withdraw from the contract concluded at a distance particularly in the following cases:

- 12.5.1 in the case of a contract including the provision of a service, if the service has been executed according to the consumer's agreement, before the deadline for withdrawal,
  - 12.5.2 if it is a contract the subject of which is to sell products or services with price depending on fluctuations in the financial market that the seller cannot influence,
  - 12.5.3 if it is a contract the subject of which is the sale of products made according to the specific requirements of the consumer or product intended specifically for a single consumer or products which, given its characteristics cannot be returned.
- 12.6 If the buyer withdraws from the contract and the seller delivers the goods (no on delivery - the seller is not obliged to accept it) that is not used, it is in original packaging and not damaged or incomplete, the seller returns the buyer the payment of the purchase price for the goods in the stated in the order receipt, or its part shortened depending on the cost of repair due to damaged goods, not due to the seller resp. for which he is responsible, within a period of 15 working days from the receipt of the withdrawal from the contract and delivery of goods to the seller by wire transfer to the account of the buyer.

### **13. Final provisions**

- 13.1 The seller is entitled to invite the buyer to personal examination and the personal takeover of goods according to the nature of the goods ordered (applies mainly to more expensive product or more demanding in terms of volume or weight). In these cases, the buyer will be contacted and will be agreed on with the next steps. If the buyer has paid the purchase price, this amount will be transferred back, unless agreed otherwise.
- 13.2 The seller reserves the right to change the prices of goods in the e-shop. If the price changes, the seller will contact the buyer. The buyer has the right to cancel the order in those adjusted prices.
- 13.3 The buyer declares that before filling in an electronic order he or she is acquainted with these Terms and the Claim conditions (which is the content of these Terms) and that he or she agrees with them.
- 13.4 The rights of the buyer towards the seller in relation to the statutory Consumer Protection no. 250/2007 Coll. as amended, and Act no. 108/2000 Coll. Consumer Protection in Doorstep Selling and Distance Selling as amended, remain intact by these terms and conditions.
- 13.5 Legal terms and conditions not expressly regulated here as well as possible disputes arising from the failure to meet those conditions are governed by the provisions of the Commercial and Civil Code.
- 13.6 The seller and the buyer agree to fully recognize the long distance communication - telephone, electronic communication, especially through electronic mail and internet network as valid and binding on both parties.
- 13.7 These terms and conditions shall take effect on the buyer when the purchase is concluded.
- 13.8 By submitting an order the buyer via e-shop of the seller, the buyer agrees to these Terms & Conditions in full and without any reservations applicable to all legal relations between the seller and the buyer arising out of the purchase contract concluded via the e-shop as well as in handling claims of the goods ordered via e-shop. These Terms are an integral part of every purchase contract concluded via the e-shop.
- 13.9 The seller reserves the right to change these Terms.
- 13.10 These Terms become valid and effective on 12.12.2016.

In Kosice, 12.12.2016

VAVA s.r.o.  
CEO: Ing. arch. Peter Tracík, v.r.