

Part I.

Terms and Conditions for Consumers

1. General Provisions

- 1.1. These General Terms and Conditions (hereinafter also referred to as the "Terms and Conditions") govern the rights and obligations of the contracting parties arising from the consumer contract concluded between the trader, which is the company CardEmpire, s.r.o., Company ID (IČO): 54 646 359, registered office: Námestie 1. mája 66/23, 903 01 Senec, registration: Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No.: 162147/B (hereinafter referred to as the "Trader" or "Operator of the Online Store"), and the buyer, who is the consumer, the subject matter of which is the purchase and sale of goods on the trader's online store website (or the purchase and sale of goods on the basis of a special request of a consumer who is not present on the trader's online store website) and the possibility of purchasing collectible cards from consumers of the online store.

Contact details of the seller:

Email: info@CardEmpire.sk

Telephone: +421 907 232 627

Company ID: 54646359

VAT ID: SK2121767901, DIČ: 2121767901

Correspondence address:

Námestie 1. mája 66/23, Senec 903 01 (there is no physical store at this address)

Account number for cashless payments:

Bank: Fio Banka

Account number: 2202254083

Bank code: 8330

IBAN: SK6883300000002202254083

BIC (SWIFT): FIOZSKBAXXX

Supervisory Authority:

Inspectorate of SOI for the Bratislava Region

Bajkalská 21/A, P.O. BOX No. 5, 820 07 Bratislava

Supervisory Department: ba@soi.sk

Tel.: 02/58 27 21 72, 02/58 27 21 04

Fax: 02/58 27 21 70

1.2. For the purposes of these Terms and Conditions, "Consumer" means the buyer. "Trader" means the seller.

1.3. For the purposes of these Terms and Conditions, "Consumer" means a natural person who, in connection with the consumer contract, the obligations arising therefrom, or in business practices, does not act as part of his/her business activity or profession.

1.4. When placing an order, the consumer shall provide his/her first name, surname, postal and billing address, telephone number, and email contact.

1.5. These General Terms and Conditions form an integral part of the consumer contract. In the event that the trader and the consumer conclude a written consumer contract in which they agree on terms differing from these General Terms and Conditions, the provisions of the consumer contract shall prevail.

2. Method of Concluding the Consumer Contract

2.1. The consumer contract is concluded by the binding acceptance of the consumer's offer to conclude the consumer contract by the trader in the form of a form completed and submitted by the consumer on the trader's website (hereinafter referred to as the "Order"). In the event that the trader and the consumer conclude the consumer contract via the website www.CardEmpire.sk, the trader is obliged to comply with all obligations stipulated by the Act on Consumer Protection in the Sale of Goods or the Provision of Services Concluded by Distance or Outside the Trader's Premises and on Amendments and Supplements to Certain Acts (hereinafter referred to as the "Consumer Protection Act for the Sale of Goods"). All prices for goods and services and all fees in the online store are quoted in EUR including VAT. A condition for the conclusion of the consumer contract is the truthful and complete provision of all data and requirements requested when placing the order.

2.2. The binding acceptance of the offer shall be made by the trader no later than the next business day after the order is placed. Such binding acceptance will be communicated by email confirming the order after the consumer has submitted the order and after verifying the

availability of the goods, valid prices, and the delivery term of the goods requested by the consumer, and will be marked as "Order Confirmation". The automatically generated Notification of Order Receipt sent to the consumer's email immediately after the order is submitted does not constitute binding acceptance; it is for informational purposes only, to inform the consumer that the order has been received. Any further information regarding the order will be sent to the consumer's email if necessary.

- 2.3. The binding acceptance of the order includes, in particular, the details of the name and specification of the goods which are the subject of the consumer contract, details of the price of the goods and/or other services, the delivery term of the goods, the name and details of the place where the goods are to be delivered, and information regarding the price, conditions, method, and delivery time of the goods to the agreed delivery location for the consumer, details about the trader (business name, registered office, Company ID, commercial register number, etc.), and any other relevant information.
- 2.4. In the event of an error in the order details, the consumer may contact the trader by telephone or email (contact details are provided at the beginning of these Terms and Conditions).
- 2.5. According to Act No. 222/2004 Coll. on Value Added Tax, it is not possible to change data in an already issued tax document (invoice) from 01.01.2013. Data in the tax document (invoice) can only be changed if the consumer has not yet received the goods and has not paid.
- 2.6. The trader does not guarantee that product reviews on its website for the products it sells originate from consumers who have actually purchased or used the product.

3. Rights and Obligations of the Trader

3.1. The trader is obliged to:

Deliver the goods to the consumer in the agreed quantity, quality, and within the agreed time based on the order confirmed by the trader, and to package or prepare them for transport in a manner necessary for their preservation and protection.

Ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic.

Provide the consumer, at the latest together with the goods, in written or electronic form, all documents necessary for receipt and use of the goods and any other documents prescribed by applicable law (instructions in Slovak, tax document, digital content/license, if applicable).

Sell and provide the product for the agreed price and fees, accurately account for prices and fees during the sale and provision of the product, and provide the consumer with a payment confirmation.

In any commercial communication, including advertising and marketing of the product that requires the consumer to contact the trader by telephone on a premium-rate number or via SMS at an increased tariff, provide true and complete information about the per-unit cost of a call, per-unit cost of an SMS, or the maximum possible cost of a call or SMS that the consumer is obliged to pay; if a dispute arises over the price and payment for a call or SMS, the burden of proof regarding the claim and its amount shall lie with the trader.

Display the store in a suitable and permanently visible location with its business name and registered office or place of business and operating hours designated for consumers.

Sell used goods or goods with defects separately from other goods or distinctly marked; this does not apply if the trader exclusively offers used goods or goods with defects.

Prior to concluding the contract, demonstrate or inspect the goods for the consumer, if the nature of the goods permits and if the consumer requests it.

Enable the consumer to check the weight or quantity of goods sold by weight.

Provide the consumer with all information and documents in the Slovak language or, with the consumer's consent, in another language understandable to the consumer, and in the form stipulated by law, as determined by the contract or at the consumer's request, without additional costs to the consumer, in a form accessible to him/her in accordance with the international treaty to which the Slovak Republic is bound; this does not affect the possibility of using other languages, labels, graphic symbols, and pictograms concurrently.

When selling or providing the product, treat the consumer equally, provide the service in a safe manner and with professional care.

Provide the consumer with a written confirmation of the complaint about a defect in the service and the time period within which the defect will be remedied, which must not exceed 30 days from the date the defect is reported, immediately after the defect is reported by the consumer.

Notify the consumer in writing of the reasons for refusal of liability for service defects, if the trader refuses to assume liability.

Round the payment for the product paid in cash when withdrawing from the contract.

Provide assistance to the Ministry of Economy of the Slovak Republic in the out-of-court resolution of cross-border disputes between the consumer and the trader through the network of European Consumer Centres.

The trader is entitled to proper and timely payment of the purchase price from the consumer for the delivered goods.

Prior to the binding acceptance of the order, the trader has the right to cancel the order if, due to sold-out stock or unavailability of the goods, he is unable to deliver the goods to the consumer within the period specified in these Terms and Conditions or at the price listed in the online store, unless an alternative performance is agreed with the consumer. The consumer will be informed of the order cancellation by email.

The trader reserves the right to verify the identity of the consumer or the person authorized to collect the goods in case of personal collection, particularly if delivery is prepaid by card, bank transfer, or by invoice with a due date.

4. Rights and Obligations of the Consumer

4.1. The consumer is obliged to:

Receive the purchased or ordered goods.

Pay the trader the agreed purchase price within the agreed payment term, including the delivery costs.

Not damage the good reputation of the trader.

Confirm receipt of the goods on the delivery note by signing it or having it signed by an authorized person.

The consumer has the right to receive the goods in the quantity, quality, time, and place agreed upon in the binding order acceptance.

The consumer is entitled to:

Protection of health, safety, and economic interests.

Information to the extent and under the conditions prescribed by this Act and legally binding acts of the European Union.

Exercise rights arising from liability for defects in the product.

File a complaint with the supervisory authority in the field of consumer protection pursuant to Section 26 of the Act, if he/she believes that consumer rights or legally protected consumer interests have been violated.

Receive appropriate financial compensation from the party that violated consumer rights or obligations if the consumer successfully demonstrates such a violation in court; in determining the compensation amount, the court shall take into account the nature, severity, manner, scope, consequences, duration, and circumstances of the violation.

4.4. The consumer has the right to cancel the order within 24 hours of placing the order without stating any reason.

5. Delivery and Payment Conditions

5.1. The goods are sold according to the models, catalogs, datasheets, and sample sets provided by the trader on the trader's online store website.

5.2. The ordered goods may be delivered to the address provided and confirmed in the consumer's order. The goods are delivered by a courier or postal service to the address chosen by the consumer, or may be picked up in person. Orders are processed as quickly as possible; the maximum delivery period is 30 business days from order confirmation. In the case of a longer period, the trader will immediately inform the consumer. If the trader fails to deliver the item within the agreed period, the consumer may request that the trader deliver the item within an

additional reasonable period. If the trader fails to deliver even within this additional period, the consumer is entitled to withdraw from the contract.

- 5.3. The consumer is obliged to receive the goods at the location stated in the trader's order acceptance. If the consumer does not pick up the goods within 5 business days after the deadline specified in the consumer contract or binding order acceptance, without prior written cancellation, the trader is entitled to withdraw from the consumer contract and sell the goods to a third party. If the consumer does not collect the goods on the first delivery and requests re-delivery, the consumer must pay for the additional delivery costs.
- 5.4. The trader is entitled to request that the consumer pick up the goods before the deadline specified in the consumer contract.
- 5.5. The place of delivery is the location stated in the trader's order acceptance, unless otherwise agreed in the consumer contract.
- 5.6. In the event that the trader delivers the goods to the location specified in the consumer contract, the consumer is obliged to receive the goods personally or ensure that they are received by a person authorized by him/her in his/her absence, and to sign a delivery receipt.
- 5.7. The consumer is entitled to inspect the shipment – both the goods and their packaging – immediately upon delivery. If the consumer finds that the goods or their packaging are mechanically damaged, he/she is entitled to report this to the carrier and, in the presence of the carrier, inspect the condition of the goods. If damage is discovered upon receipt, the consumer may refuse to accept the goods. The carrier is obliged to prepare a damage report in the presence of the consumer, and upon the consumer's request, issue such a report. Based on the report provided to the trader, the trader may, after settling the claim with the carrier, remedy the defect, grant a discount, or, in the case of irreparable defects, deliver new goods. Subsequent claims of this type must be substantiated. Incomplete or damaged shipments must be reported immediately via email to info@CardEmpire.sk, a damage report drawn up with the carrier must be sent without undue delay by email or mail to the trader. Otherwise, a claim for such goods may only be accepted if the consumer proves that the defects were present at the time of receipt.
- 5.8. The consumer is entitled, in the event that the trader fails to deliver the goods within the period specified in these Terms and Conditions, to withdraw from the purchase contract, and the trader is obliged to refund any amount already paid by the consumer without undue delay, but in any event no later than 14 days from the receipt of the withdrawal, using the same method as the consumer's payment, unless another method is agreed upon without additional charges to the consumer.

5.9. Each shipment is accompanied by an invoice – a tax document – which also serves as a delivery note and warranty card, unless a separate manufacturer's warranty card is provided with the ordered goods. For personal collection, the tax document is issued immediately.

5.10. Methods of payment:

- By payment card
- Cash on delivery
- Cashless, by bank transfer to the seller's account, IBAN: SK6883300000002202254083

For cash on delivery, the purchase price is due upon receipt of the goods. For cashless bank transfer, the purchase price is due within 5 days from the conclusion of the purchase contract.

The trader is a VAT payer. All prices of goods are quoted including VAT.

6. Purchase Price

6.1. The consumer is obliged to pay the trader the purchase price for the goods as agreed in the consumer contract and/or according to the trader's price list valid at the time of concluding the consumer contract, including the delivery costs (hereinafter "Purchase Price"), by cash on delivery (in cash or by payment card). All prices listed on the trader's website are final. The price of the goods does not include the cost of delivery and packaging. Any additional delivery and packaging costs will be added at the end of the order. The consumer pays the price for the goods as listed on the trader's website at the time the order is placed. Individual discounts for consumers are subject to a separate agreement.

6.2. In the event that the consumer pays the Purchase Price by cashless bank transfer, the day of payment is considered the day on which the entire Purchase Price is credited to the trader's account.

6.3. The consumer is obliged to pay the Purchase Price for the agreed goods within the period specified in the consumer contract, but no later than upon receipt of the goods.

6.4. In the event that the consumer pays the Purchase Price as agreed in the consumer contract, the consumer is entitled to withdraw from the purchase contract and request a refund only in accordance with the applicable laws of the Slovak Republic.

6.5. All promotions are valid while supplies last, unless otherwise stated for a particular product.

7. Transfer of Ownership and Passing of Risk

7.1. Upon receipt of the goods at the agreed location, ownership of the goods passes to the consumer. A consumer who does not meet the definition of "Consumer" as set forth in Section 1.3 acquires ownership only upon full payment of the Purchase Price. The goods are deemed delivered upon personal collection or at the moment they are received from the carrier.

7.2. The risk of accidental damage, deterioration, loss, or any other damage to the goods passes to the consumer at the moment of delivery.

8. Complaints Procedure (Liability for Defects, Warranty, Complaints)

8.1. The trader is liable for defects in the goods, and the consumer is obliged to file a complaint with the trader without undue delay in accordance with the applicable Complaints Procedure.

8.2. The following Complaints Procedure applies to the handling of complaints.

8.3. The Complaints Procedure applies to goods purchased by the consumer from the trader via the trader's online store.

8.4. This form of the Complaints Procedure is valid for all transactions unless other warranty conditions have been contractually agreed upon.

8.5. The consumer has the right to invoke a warranty for goods that exhibit defects caused by the manufacturer, supplier, or trader, provided that the warranty applies and the goods were purchased from the trader.

8.6. The consumer is entitled to inspect the goods upon receipt.

8.7. During the warranty period, the consumer is entitled to free repair of any defect by presenting the goods, including accessories, documentation, and instructions, to an authorized representative of the trader, and by proving that the goods were purchased from the trader and are under warranty (for example, by a payment receipt or warranty card).

8.8. The consumer may exercise his/her rights arising from liability for defects or request a complaint only if the defect is reported to the trader within two months of its discovery, but no later than the expiration of the warranty period.

8.9. Complaints shall be handled by the trader in writing or electronically. If the goods exhibit defects, the consumer has the right to file a complaint at any of the trader's locations by delivering the goods, including accessories, to the address: Námestie 1. mája 66/23, Senec 903 01, and by completing the complaint form, which may be submitted by mail along with the complained goods or submitted electronically. When filing a complaint, the consumer must present the warranty card (if issued) and the proof of purchase (or proof of payment of the Purchase Price) if it serves as a warranty card. The form is provided by the trader and its template is available on the trader's website. The consumer must precisely specify the type and extent of the defects and the time at which the defect was discovered. Goods sent by cash on delivery are not accepted by the trader. The trader recommends that the consumer insure the complained goods. The complaint procedure for goods that can be objectively delivered to the trader begins on the day when all of the following conditions are met:

- (a) Delivery of the completed complaint form from the consumer to the trader, and
- (b) Delivery of the complained goods, including accessories, from the consumer to the trader.

The complaint procedure for goods that cannot be objectively delivered to the trader and which are permanently installed begins on the day when all of the following conditions are met:

- (a) Delivery of the completed complaint form from the consumer to the trader, and
- (b) An inspection of the complained goods by a third party appointed by the trader, who issues a written confirmation of the inspection to the consumer.

The complaint form can be downloaded here ([clicking here will display the complaint form](#)). The commencement of the complaint procedure is also the day on which the complaint is filed. The complained goods must be delivered to: Námestie 1. mája 66/23, Senec 903 01, unless otherwise specified by the trader or an appointed person (for example, delivering the goods directly to a designated person). In case of any questions, please contact the trader at +421 907 232 627 or by email: info@CardEmpire.sk.

The above recommendation for filing a complaint does not preclude the consumer from filing a complaint by other means.

The trader is obliged to accept complaints at any of its locations where such acceptance is possible, i.e., at its registered office or at a location designated by the trader.

At the location specified in these Terms and Conditions for receiving complaints, the seller must ensure the presence of a person authorized to handle complaints.

The warranty does not apply to defects that the consumer was warned about by the trader at the time of concluding the contract or that, given the circumstances under which the consumer contract was concluded, the consumer should have been aware of.

If the trader is responsible for a defect in the sold goods, the consumer is entitled to have the defect remedied by repair or replacement, to receive an appropriate discount off the purchase price, or to withdraw from the purchase contract, in accordance with Section 621, paragraph 1 of the Civil Code.

The trader shall provide the consumer with a written confirmation of the complaint or notification of the defect immediately after the defect is reported. This confirmation shall specify a reasonable period within which the defect will be remedied, which shall be no longer than 30 days from the date the defect is reported, unless a longer period is justified by an objective reason beyond the trader's control.

If the trader refuses to assume liability for defects, the reasons for such refusal shall be communicated to the consumer in writing. If the consumer proves, by expert report or professional opinion issued by an accredited, authorized, or notified person, that the trader is liable for the defect, the consumer may report the defect again, and the trader cannot refuse liability.

The consumer has the right to choose the remedy for the defect by either replacement or repair. However, the consumer may not choose a remedy that is not feasible or which, compared to the alternative remedy, would impose unreasonable costs on the trader considering all circumstances, in particular the value the goods would have if free of defects, the severity of the defect, and whether the alternative remedy would cause significant difficulties for the consumer.

The trader may refuse to remedy the defect if repair or replacement is not possible or if it would incur unreasonable costs under the circumstances.

The trader shall repair or replace the goods within a reasonable period after the consumer reports the defect, free of charge, at the trader's expense, and without causing significant inconvenience to the consumer, considering the nature and purpose for which the goods were requested. For the purpose of repair or replacement, the consumer shall deliver or make the goods available to the trader. The trader shall bear the costs of collecting the goods.

The trader shall deliver the repaired or replacement goods to the consumer at its own expense in the same or a similar manner as the consumer delivered the defective goods, unless otherwise agreed. If the consumer fails to collect the goods within six months from the date they were to be collected, the trader may sell the goods. If the goods are of high value, the trader shall inform the consumer in advance of the intended sale and grant an additional reasonable period for collection. The trader shall immediately refund to the consumer the proceeds from the sale, after deducting the costs deliberately incurred for storage and sale, if the consumer exercises his right to a share of the proceeds within the reasonable period specified by the trader in the notice of intended sale. The trader may destroy the goods at its own expense if they could not be sold or if the anticipated sale proceeds are insufficient to cover the costs incurred for storage and sale.

When remedying the defect, the trader shall ensure the removal of the goods and the installation of the repaired or replacement goods, if such replacement or repair requires removal of the defective goods that were installed in accordance with their nature and purpose prior to the manifestation of the defect. The trader and the consumer may agree that the removal and installation shall be carried out by the consumer at the trader's expense and risk.

In the event of remedying the defect by replacement, the trader shall not be entitled to compensation for damage caused by normal wear and tear or for compensation for ordinary use of the goods prior to their replacement.

The right to free warranty repair expires if:

the consumer fails to prove that the defective goods were purchased from the trader,

the consumer does not report obvious defects upon receipt,

the warranty period expires,

the goods are mechanically damaged by the consumer,

the goods are used or stored under conditions not corresponding in humidity, chemical, or mechanical influences to the natural environment,

the goods are improperly handled, operated, or neglected,

the goods are damaged by excessive load or used contrary to the conditions specified in the documentation, general principles, technical standards, or safety regulations applicable in the Slovak Republic,

the goods are damaged by unavoidable and/or unforeseeable events,

the goods are damaged by accidental deterioration or random worsening,

there is unauthorized intervention in the goods, damage during transport, damage by water, fire, static or atmospheric electricity, or other force majeure events,

there is interference with the goods by an unauthorized person, or the use of improper tools.

8.23. The consumer has the right to an appropriate discount off the purchase price or may withdraw from the purchase contract without granting an additional reasonable period in the event that:

- (a) the trader neither repairs nor replaces the goods,
- (b) the trader does not repair nor replace the goods in accordance with Section 623, paragraphs 4 and 6 of the Civil Code,
- (c) the trader refuses to remedy the defect on the grounds that repair or replacement is not possible or would incur unreasonable costs considering all circumstances (in particular, the value the goods would have without the defect, the severity of the defect, and whether the alternative remedy would cause significant difficulties for the consumer),
- (d) the goods continue to exhibit the same defect despite repair or replacement,
- (e) the defect is of such a serious nature that it justifies an immediate discount off the purchase price or withdrawal from the contract, or
- (f) the trader 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 consumer.

When assessing the consumer's right to a discount off the purchase price or withdrawal from the contract, all circumstances shall be taken into account, particularly the type and value of the goods, the nature and severity of the defect, and the possibility for the consumer to objectively request reliance on the trader's ability to remedy the defect.

The discount off the purchase price must be proportional to the difference between the value of the goods as delivered and the value they would have if free of defects.

The consumer may not withdraw from the purchase contract if he/she contributed to the occurrence of the defect or if the defect is negligible. The burden of proof that the consumer contributed to the defect and that it is negligible lies with the trader.

If the contract concerns the purchase of multiple goods, the consumer may withdraw only with respect to the defective item. With respect to the other goods, the consumer may withdraw only if it is not reasonable to expect that he/she would wish to keep the other goods without the defective one.

Upon withdrawal from the contract or part thereof, the consumer shall return the goods to the trader at the trader's expense. The trader shall arrange for the removal of the goods that were installed in accordance with their nature and purpose prior to the defect's manifestation. If the trader does not remedy the defect within a reasonable period, the consumer may arrange for its remedy and deliver the goods to the trader at the trader's expense and risk.

After withdrawal from the contract, the trader shall refund the consumer all payments demonstrably made in connection with the contract, particularly the purchase price including delivery, dispatch, postage, and other costs and fees. The trader shall refund such payments in an amount corresponding to the withdrawal, provided the consumer has not withdrawn from the entire contract. However, the trader is not obliged to reimburse additional costs if the consumer chose a different delivery method than the cheapest standard method offered by the trader. "Additional costs" means the difference between the costs of the chosen delivery method and the cheapest standard delivery method offered by the trader. Payments shall be refunded within 14 days from the day the notice of withdrawal from the purchase contract is received. Refunds will be made using the same method that the consumer used for payment. This does not affect the consumer's right to agree on a different method of reimbursement provided that no additional fees are charged. Alternatively, by agreement with the trader, the consumer may choose another product instead of a refund.

The trader is not obliged to refund all payments until the goods are returned to the trader or until the consumer provides proof that the goods have been sent back. Payment for the purchased goods will be made to the consumer by the trader only after the returned goods have been delivered to the trader's address or after the consumer provides proof of dispatch, whichever occurs first.

The trader shall refund the consumer or pay a discount off the purchase price in the same manner that the consumer used for payment, unless the consumer expressly agrees to another method of reimbursement. All costs associated with the reimbursement are borne by the trader.

The trader is not entitled to claim compensation for damage caused by normal wear and tear of the goods or for compensation for ordinary use of the goods prior to withdrawal from the consumer contract.

The warranty period is two years (unless a specific consumer warranty is provided) and commences on the day the goods are received by the consumer. If the goods, their packaging, or the instructions specify a period for the use of the goods in accordance with other legal regulations, the warranty period shall expire upon the end of that period. Any defect in the goods and claims arising therefrom must be made before the end of the warranty period. Upon expiration of the warranty period, the right to file a complaint ceases.

The warranty period for used goods is 1 year and begins on the day the goods are delivered.

The warranty period is extended by the period during which the consumer could not use the goods due to warranty repair.

In the event of an exchange of goods for a new item, the consumer will receive a document specifying the exchanged goods, and any subsequent complaints shall be based on the original delivery note and this complaint document. In the case of an exchange for new goods, the warranty period shall restart from the receipt of the new goods, but only for the new goods.

9. Personal Data and Their Protection

9.1. The trader has taken appropriate technical, organizational, and personnel measures corresponding to the manner in which personal data are processed, taking into account the available technical means, the confidentiality and importance of the processed personal data, and the scope of potential risks that could disrupt the security or functionality of its information systems, in accordance with 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 (which repeals Directive 95/46/EC) and Act No. 18/2018 Coll. on the Protection of Personal Data. The consumer agrees to the processing of his/her personal data in accordance with these rules (clicking here will display the Privacy Policy).

10. Withdrawal from the Consumer Contract, and the Inability to Withdraw from the Consumer Contract

10.1. The trader is entitled to withdraw from the consumer contract due to sold-out stock, unavailability of the goods, or if the manufacturer, importer, or supplier of the goods agreed in the consumer contract has ceased production or made such significant changes that rendered it impossible for the trader to fulfill his/her obligations under the consumer contract, or due to force majeure, or if, despite all efforts that can reasonably be expected, the trader is unable to deliver the goods to the consumer within the period specified in these Terms and Conditions. The trader is obliged to immediately inform the consumer of this fact and refund any deposit

paid for the goods as agreed in the consumer contract without undue delay, but in any event no later than 14 days from the notification of withdrawal, using the same method that the consumer used for payment. This does not affect the consumer's right to agree on an alternative method of reimbursement, provided that no additional charges are incurred. The trader is also entitled to withdraw from the consumer contract if the consumer fails to collect the goods within 5 business days from the date when the consumer was obliged to do so.

10.2. The consumer may withdraw from a contract concluded at a distance or from a contract concluded outside the trader's premises within: - 14 days from the day the goods are received by the consumer, or from the day of concluding a contract for the provision of a service, - 30 days from the day of concluding the contract in the case of an unsolicited visit or in connection with it, or during a sales promotion or related thereto.

10.3. The goods are deemed to be received by the consumer at the moment when the consumer or a third party designated by the consumer, other than the carrier, takes possession of all parts of the ordered goods; if the goods ordered in one order are delivered separately, at the moment of receipt of the last delivered item; if the goods consist of several parts or pieces, upon receipt of the last part or piece; if the goods are delivered repeatedly over a certain period, upon receipt of the first shipment.

By submitting the order to the trader, the consumer confirms that the trader has duly and timely fulfilled its information obligations pursuant to Section 3(1) of the Act on Consumer Protection in the Sale of Goods.

The consumer may exercise the right to withdraw from the contract in written form or by recording it on another durable medium, and if the contract was concluded orally, any unequivocally formulated statement by the consumer expressing the intention to withdraw shall suffice. The consumer may use the sample withdrawal form and send it to: Námestie 1. mája 66/23, Senec 903 01. The withdrawal form can be downloaded here ([clicking here will display the withdrawal form](#)).

Withdrawal from the purchase contract via the withdrawal form pursuant to the preceding paragraph must contain the information required therein, in particular the precise specification of the goods, the order date, the consumer's first name and surname, the consumer's address, and the consumer's signature.

If the consumer withdraws from the contract, any ancillary contract related to the contract from which the consumer withdrew shall be cancelled ab initio; this does not apply if the parties expressly agree on the continued duration of the ancillary contract.

The consumer may withdraw from a contract for the delivery of goods even before the withdrawal period expires. The withdrawal period is maintained if the consumer sends the notice of withdrawal to the trader on the last day of the withdrawal period.

The consumer may withdraw from the contract only with respect to a specific product or products if, under the purchase contract, the trader delivered or provided several products.

The consumer is obliged to return the goods to the trader within 14 days from the day of withdrawal or deliver the goods to the trader at the address: Námestie 1. mája 66/23, Senec 903 01. The period is deemed to be maintained if the consumer sends the goods on the last day of the withdrawal period. Goods sent by cash on delivery are not accepted by the trader.

Upon withdrawal from the purchase contract, the consumer bears only the cost of returning the goods to the trader.

The consumer is responsible for any reduction in the value of the goods resulting from handling beyond that necessary to determine the characteristics and functionality of the goods.

After withdrawal from the contract, the trader shall refund to the consumer all payments that the consumer has demonstrably made in connection with the contract, particularly the purchase price including delivery, dispatch, postage, and other costs and fees. The trader shall refund the consumer such payments in an amount corresponding to the withdrawal, provided that the consumer did not withdraw from the entire contract. However, the trader is not obliged to reimburse additional costs if the consumer chose a delivery method other than the cheapest standard method offered by the trader. "Additional costs" mean the difference between the delivery costs chosen by the consumer and the costs of the cheapest standard delivery method offered by the trader. Refunds shall be made within 14 days from the day the notice of withdrawal is received. Refunds will be made using the same method that the consumer used for payment. This does not affect the consumer's right to agree with the trader on a different method of reimbursement provided no additional charges are incurred. Alternatively, by agreement with the trader, the consumer may choose another product instead of a refund.

The trader is not obliged to refund all payments until the goods are returned to the trader or until the consumer provides proof that the goods have been sent back. Payment for the purchased goods will be made to the consumer by the trader only after the returned goods have been delivered to the trader's address or after proof of dispatch is provided, whichever occurs first.

The trader shall refund the consumer or pay a discount off the purchase price in the same manner that the consumer used for payment, unless the consumer expressly agrees to another method of reimbursement. All costs associated with the reimbursement are borne by the trader.

The trader is not entitled to compensation for damage caused by normal wear and tear of the goods or for compensation for ordinary use of the goods prior to withdrawal from the consumer contract.

The warranty period is two years (unless a specific consumer warranty is provided) and begins on the day the goods are received by the consumer. If a period for the use of the goods is indicated on the goods, their packaging, or the instructions in accordance with other legal regulations, the warranty period shall expire upon the expiration of that period. Any defect in the goods and claims arising therefrom must be raised before the end of the warranty period. Upon expiration of the warranty period, the right to file a complaint ceases.

The warranty period for used goods is 1 year and begins on the day the goods are delivered.

The warranty period is extended by the period during which the consumer could not use the goods due to warranty repair.

In the event of an exchange of goods for a new item, the consumer will receive a document specifying the exchanged goods, and any subsequent complaints shall be made based on the original delivery note and this complaint document. In the case of an exchange for a new item, the warranty period shall restart from the receipt of the new goods, but only for the new goods.

11. Alternative Dispute Resolution

11.1. The consumer is entitled to contact the trader with a request for redress if he/she is not satisfied with the manner in which the trader handled his/her complaint or if he/she believes that the trader violated his/her rights. If the trader responds negatively to such a request or does not respond within 30 days from the date of sending the request, the consumer has the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity. The entities for alternative dispute resolution are bodies and authorized legal persons pursuant to Section 3 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes, for example, the Slovak Trade Inspection, and the consumer is entitled to choose the alternative dispute resolution entity to which he/she will turn. Email contact for the trader: info@CardEmpire.sk. The consumer shall proceed in accordance with Section 12 of Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes when submitting a proposal. Alternative dispute resolution may be used to settle a dispute between the consumer and the trader arising from the consumer contract. The value of the dispute to be settled must exceed 20 EUR. The alternative dispute resolution entity may charge the consumer a fee of up to 5 EUR (including VAT) for initiating the process, at the latest concurrently with the notice of commencement.

11.2. Consumers are entitled to use the Online Dispute Resolution (ODR) platform to resolve their disputes in the language of their choice. The consumer may use the ODR platform available at

<http://ec.europa.eu/consumers/odr/> to submit an electronic complaint. The information provided must be sufficient to determine the appropriate alternative dispute resolution entity. The consumer may attach documents in support of his/her complaint.

12. Final Provisions

12.1. The trader undertakes that the price for the goods at the time of the order shall not change for the dispatch of the goods within the agreed delivery period. The trader is not responsible for delayed delivery caused by an incorrect address provided by the consumer.

12.2. In the event that the purchase contract is concluded in written form, any amendments must be in writing.

12.3. The contracting parties have agreed that communication between them shall primarily be conducted in the form of email or postal mail.

12.4. Matters not regulated by these General Terms and Conditions shall be governed by the relevant provisions of Act No. 40/1964 Coll. of the Civil Code, Act No. 108/2024 Coll. on Consumer Protection and Amendments to Certain Acts, 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 (which repeals Directive 95/46/EC), and Act No. 18/2018 Coll. on the Protection of Personal Data.

Terms and Conditions for Persons Who Are Not Consumers**1. General Provisions**

- 1.1 These General Terms and Conditions (hereinafter also referred to as the "Terms and Conditions") govern the rights and obligations of the contracting parties arising from the purchase contract concluded between the seller, which is CardEmpire, s.r.o., Company ID (IČO): 54 646 359, registered office: Námestie 1. mája 66/23, 903 01 Senec, registration: Commercial Register of the Municipal Court Bratislava III, Section: Sro, File No.: 162147/B (hereinafter referred to as the "Seller" or "Operator of the Online Store"), and the buyer – a person who is not a consumer, the subject matter of which is the purchase and sale of goods on the seller's online store website (or the purchase and sale of goods based on a special request by a buyer who is not present on the seller's online store website) and the possibility of purchasing collectible cards from the online store's customers.

Seller's contact details:
Email: info@CardEmpire.sk Telephone: +421 907 232 627 Company ID: 54646359
VAT ID: SK2121767901 Tax ID: 2121767901

Correspondence address:
Námestie 1. mája 66/23, Senec 903 01
(there is no physical store at this address)

Account number for cashless payments:
Bank: Fio Banka
Account number: 2202254083 Bank code: 8330
IBAN: SK6883300000002202254083
BIC (SWIFT): FIOZSKBAXXX

- 1.2 For the purposes of these Terms and Conditions, the "Buyer" means an entrepreneur or any person who is not a consumer (hereinafter also referred to as the "Entrepreneur"). The "Seller" means the trader.
- 1.2* For the purposes of these Terms and Conditions, an entrepreneur is defined as a person registered in the commercial register; a person operating under a trade license; a person operating under any authorization other than a trade license pursuant to specific regulations; or a natural person engaged in agricultural production and registered in the relevant register pursuant to special legislation.
- 1.3 The Buyer, as an entrepreneur, when placing an order, shall provide his/her trade name, registered office (place of business), Company ID (IČO), VAT ID, billing details, telephone number, and the email contact of the person acting on behalf of the entrepreneur.
- 1.4 The Buyer – Entrepreneur acknowledges that the warranty conditions as well as the procedure for complaints provided in these Terms and Conditions, Part II, may differ from those in Part I for consumers.
- 1.5 The contracting parties agree that by submitting an order to the Seller, the Buyer confirms that he/she agrees that these Terms and Conditions, along with their provisions and stipulations, shall apply to all purchase contracts concluded on any online store website operated by the Seller, pursuant to which the Seller will deliver the goods presented on that website to the Buyer (hereinafter referred to as the "Purchase Contract"), and to all relations between the Seller and the Buyer arising primarily from the conclusion of the Purchase Contract and the complaint procedure regarding the goods.

- 1.6 These General Terms and Conditions form an integral part of the Purchase Contract. In the event that the Seller and the Buyer conclude a written Purchase Contract in which they agree on conditions differing from these General Terms and Conditions, the provisions of the Purchase Contract shall prevail over these Terms and Conditions.
- 1.7 Any legal relations between the Seller and the Buyer, who is an entrepreneur, that are not expressly governed by these General Terms and Conditions or by a framework agreement between the Seller and the Buyer, shall be governed by the applicable provisions of the Commercial Code.

2. Method of Concluding the Purchase Contract with the Entrepreneur

- 2.1 The Purchase Contract is concluded by the binding acceptance of the Buyer's offer to enter into the Purchase Contract by the Seller in the form of a form completed and submitted by the Buyer on the Seller's website www.CardEmpire.sk (hereinafter referred to as the "Order"). All prices for goods and services and all fees in the online store are stated in EUR including VAT. A condition for the conclusion of the Purchase Contract is the truthful and complete completion of all data and requirements requested when placing the Order.
- 2.2 The binding acceptance of the offer shall be made by the Seller no later than the next business day after the Order is placed. The binding acceptance will be carried out by email confirming the Order after the Buyer's submission and after verifying the availability of the goods, the applicable prices, and the delivery term of the goods requested by the Buyer, and it will be marked as "Order Confirmation". In the event that a higher price is detected, the Seller is obliged to request the Buyer's consent to the price change according to the current price list before confirming the Order. Only upon the Buyer's consent to the price change and the subsequent confirmation (acceptance) of the Order by the Seller is the contractual relationship deemed concluded. The automatically generated Notification of Order Receipt sent to the Buyer's email immediately after submitting the Order does not constitute binding acceptance; it is for informational purposes only to inform the Buyer that the Order has been received. Any further information regarding the Order will be sent to the Buyer's email if necessary.
- 2.3 The binding acceptance of the Order contains, in particular, details of the name and specification of the goods which are the subject of the Purchase Contract, as well as details regarding the price of the goods and/or other services, the delivery term of the goods, the name and details of the place where the goods are to be delivered, and information regarding the price, conditions, method, and term of transport of the goods to the agreed delivery location for the Buyer, details of the Seller (business name, registered office, Company ID, commercial register number, etc.), and any other pertinent information.
- 2.4 According to Act No. 222/2004 Coll. on Value Added Tax, it is not possible to change the data in an already issued tax document (invoice) from 1 January 2013. Data in the tax document (invoice) may only be changed if the Buyer has not yet received the goods and has not paid.

3. Rights and Obligations of the Seller

- 3.1 The Seller is obliged to:
- a) Deliver the goods to the Buyer based on the Order confirmed by the Seller, in the agreed quantity, quality, and within the agreed term, 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) Provide the Buyer, at the latest together with the goods, in written or electronic form, all documents necessary for the receipt and use of the goods and any other documents prescribed

by the applicable legal regulations (instructions in Slovak, tax document, digital content/license if applicable).

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

3.3 The Seller has the right to cancel the Order if, due to sold-out stock or unavailability of the goods, he/she is unable to deliver the goods to the Buyer within the term specified in these Terms and Conditions or at the price listed in the online store, unless an alternative performance is agreed with the customer. The Buyer will be informed of the cancellation of the Order by email.

3.4 The Seller reserves the right to verify the identity of the Buyer or the person authorized to collect the goods in the case of personal collection, particularly when the delivery of goods is prepaid by card, via bank transfer, or via invoice with a due date.

4. Rights and Obligations of the Buyer – Entrepreneur

4.1 The Buyer is obliged to:

- a) Receive the purchased or ordered goods;
- b) Pay the Seller the agreed purchase price within the agreed payment term, including the delivery costs;
- c) Not damage the good reputation of the Seller;
- d) Confirm receipt of the goods on the delivery note by signing it or having it signed by an authorized person.

4.2 The Buyer has the right to receive the goods in the quantity, quality, term, and place agreed upon by the contracting parties in the binding acceptance of the Order.

4.3 The Buyer has the right to cancel the Order within 24 hours of submitting the Order without stating any reason.

5. Delivery and Payment Conditions for Entrepreneurs

5.1 The goods are sold according to the models, catalogs, datasheets, and sample sets provided by the Seller on the Seller's online store website.

5.2 The ordered goods may be delivered to the address provided and confirmed in the Buyer's Order. The goods are delivered by a courier or postal service to the address chosen by the Buyer, or may be collected in person. Orders are processed as quickly as possible; the maximum delivery period is 30 business days from the confirmation of the Order. In the case of a longer period, the Seller will immediately inform the Buyer. If the Seller fails to deliver the goods within the agreed term, the Buyer may request that the Seller deliver the goods within an additional reasonable period. If the Seller fails to deliver even within this additional period, the Buyer is entitled to withdraw from the contract.

5.3 The Buyer is obliged to collect the goods at the location specified in the Seller's acceptance of the Order. In the event that the Buyer does not collect the goods within 5 business days after the deadline specified in the Purchase Contract or binding acceptance, without prior written withdrawal, the Seller is entitled to withdraw from the Purchase Contract and sell the goods to a third party. If the customer does not collect the goods on the first delivery and requests re-delivery, the customer is obliged to pay the additional delivery costs.

5.4 The Seller is entitled to request that the Buyer collect the goods before the term specified in the Purchase Contract expires.

5.5 The place of delivery of the goods is the location stated in the Seller's acceptance of the Order, unless otherwise agreed by the contracting parties in the Purchase Contract.

5.6 In the event that the Seller delivers the goods to the location specified in the Purchase Contract by the Buyer, the Buyer is obliged to collect the goods personally or ensure that a person designated by him/her in his/her absence collects the goods, and to sign the delivery receipt.

5.7 The Buyer is entitled to inspect the shipment – both the goods and their packaging – immediately upon delivery. If the Buyer finds that the goods or their packaging are mechanically damaged, he/she is entitled to notify the carrier and, in the carrier's presence, inspect the condition of the goods. If damage is discovered upon receipt of the goods, the Buyer may immediately refuse to accept the goods. The carrier is obliged to prepare a damage report in the presence of the Buyer and, upon the Buyer's request, issue such a report. Based on the report provided to the Seller, after settling the damage claim with the carrier, the Seller may remedy the defect, grant a discount on the goods, or, in the case of irreparable defects, deliver new goods to the Buyer. Subsequent claims of this type must be substantiated. An incomplete or damaged shipment must be reported immediately by email to info@CardEmpire.sk; a damage report must be prepared with the carrier and sent without undue delay by email or mail to the Seller's address. Otherwise, a claim for such goods may only be accepted if the Buyer proves that the defects were present at the time of receipt.

5.8 The Buyer is entitled, in the event that the Seller fails to deliver the goods within the term specified in point 5.2 of these Terms and Conditions, to withdraw from the Purchase Contract, and the Seller is obliged to refund to the Buyer any amount already paid for the purchase price without undue delay, but in any event no later than within 14 days from the receipt of the withdrawal, using the same method that the Buyer used for payment, unless another method is agreed upon without additional charges to the Buyer.

5.9 Each shipment is accompanied by an invoice – a tax document – which also serves as the delivery note and warranty card, unless a separate manufacturer's warranty card is provided with the ordered goods. For personal collection, the tax document is issued to the Buyer immediately.

5.10

	Methods	of	payment:
a)		In	cash
b)	By	payment	card
c)	Cash	on	delivery
d)	Cashless, by bank transfer to the Seller's account	No.	IBAN

SK6883300000002202254083

5.11 In the case of payment in cash or by payment card upon personal collection of the goods at the store, or in the case of cash on delivery, the purchase price is due upon receipt of the goods. In the case of cashless bank transfer, the purchase price is due within 5 days from the conclusion of the Purchase Contract.

5.12 The Seller is a VAT payer. All prices for the goods are stated including VAT.

6. Purchase Price

6.1 The Buyer is obliged to pay the Seller the purchase price for the goods as agreed in the Purchase Contract and/or according to the Seller's price list valid at the time of concluding the Purchase Contract, including the costs of delivery (hereinafter "Purchase Price"), by cash on delivery (in cash or by payment card). All prices listed on the Seller's website are final. The price of the goods does not include the cost of delivery and packaging. Any additional delivery and packaging costs will be added at the end of the Order. The Buyer shall pay the price for the

goods as stated on the Seller's website at the time the Order is placed. Individual discounts for Buyers are subject to a separate agreement.

6.2 In the event that the Buyer pays the Seller the Purchase Price by cashless bank transfer, the day of payment shall be the day on which the entire Purchase Price is credited to the Seller's account.

6.3 The Buyer is obliged to pay the Seller the Purchase Price for the agreed goods within the term specified in the Purchase Contract, but no later than upon receipt of the goods.

6.4 In the event that the Buyer pays the Seller the Purchase Price for the goods as agreed in the Purchase Contract, the Buyer is entitled to withdraw from the Purchase Contract and request a refund only in accordance with the applicable laws of the Slovak Republic.

6.5 All promotions are valid while supplies last, unless otherwise stated for a particular product.

7. Transfer of Ownership and Passing of Risk

7.1 The goods remain the property of the Seller until the Purchase Price has been fully paid by the Buyer. The goods are deemed delivered upon collection by the Buyer in person or at the moment they are received by the carrier.

7.2 The risk of damage to the goods passes to the Buyer at the time he/she collects the goods from the Seller, or if not collected in time, at the moment when the Seller enables handling of the goods and the Buyer fails to collect them.

8. Complaints Procedure (Liability for Defects, Warranty, Complaints) for Entrepreneurs

8.1 The Seller is liable for defects in the goods, and the Buyer is obliged to file a complaint with the Seller without undue delay in accordance with the applicable Complaints Procedure.

8.2 The following Complaints Procedure applies to the handling of complaints.

8.3 The Complaints Procedure applies to goods purchased by the Buyer from the Seller via the Seller's online store.

8.4 This form of the Complaints Procedure is valid for all commercial transactions unless other warranty conditions have been contractually agreed upon.

8.5 The Buyer is entitled to claim a warranty only for goods that exhibit defects caused by the manufacturer, supplier, or the Seller, provided that the warranty applies and the goods were purchased from the Seller.

8.6 The Buyer is obliged to inspect the goods upon collection. If the Buyer fails to do so, he/she may only claim defects discovered during that inspection if it can be proven that these defects were present at the time of collection.

8.7 During the warranty period, the customer is entitled to free remedy of defects by submitting the goods, including accessories, documentation, and instructions, to an authorized representative of the Seller or to an authorized service center, together with the warranty card if provided by the manufacturer, and proof of payment.

8.8 The Seller handles complaints in writing or electronically. If the goods exhibit defects, the customer has the right to file a complaint, primarily directly at an authorized service center. In the event that repair cannot be arranged in that manner, the Seller will arrange the repair. In such cases, the customer shall file the complaint by delivering the goods, including

accessories, to the address: Námestie 1. mája 66/23, Senec 903 01 (there is no physical store at this address), and by completing the complaint form and sending it by mail together with the complained goods, or by submitting the complaint form electronically. When filing a complaint, the Buyer is obliged to provide the warranty card (if issued) and proof of purchase or payment of the Purchase Price. The form's format is determined by the Seller, and its template is available on the Seller's website. The Buyer must precisely indicate the type and extent of the defects in the form. Goods sent by cash on delivery are not accepted by the Seller. The Seller recommends that the Buyer insure the complained goods.

8.9 The Buyer is obliged to file a complaint for any defects in the goods with the Seller without undue delay; otherwise, the Buyer's right to free remedy of the defect will be forfeited. Each defect is assessed by the manufacturer, who will determine whether the defect was caused by the manufacturer, supplier, or the Seller. This manufacturer's statement is decisive for concluding the complaints procedure.

8.10 For the handling of complaints by a Buyer who is an entrepreneur, the 30-day period stipulated by the Consumer Protection Act does not apply. The time limit for handling complaints for entrepreneurs is not regulated by law; however, our company undertakes to handle such complaints within 60 days.

8.11 The Buyer is not entitled to claim a warranty for defects that were pointed out by the Seller at the time of concluding the contract or that, considering the circumstances under which the Purchase Contract was concluded, the Buyer should have known about.

8.12 The Seller reserves the right, instead of remedying the defect, to replace the defective item with one that is free of defects.

8.13 The right to free warranty repair expires if:

- a) the warranty card, accessories, documentation, or proof of payment (if it serves as the warranty card) is not provided;
- b) obvious defects are not reported upon receipt of the goods;
- c) the warranty period of the goods expires;
- d) the goods are mechanically damaged by the Buyer;
- e) the goods are used or stored under conditions that do not correspond in terms of humidity, chemical, and mechanical influences to the natural environment;
- f) the goods are improperly handled, operated, or neglected;
- g) the goods are damaged by excessive loading or used contrary to the conditions specified in the documentation, general principles, technical standards, or safety regulations applicable in the Slovak Republic;
- h) the goods are damaged by unavoidable and/or unforeseeable events;
- i) the goods are damaged by accidental deterioration or random worsening;
- j) there is unauthorized intervention in the goods, damage during transport, damage by water, fire, static or atmospheric electricity, or other force majeure events;
- k) there is interference with the goods by an unauthorized person or the use of improper tools.

8.14 The Seller is obliged to resolve the complaint and conclude the complaints procedure by one of the following methods:

- a) Delivering the repaired goods;
- b) Replacing the goods;
- c) Refunding the purchase price of the goods;
- d) Paying an appropriate discount off the purchase price;
- e) Issuing a written request for the Buyer to collect the designated performance;
- f) Justifiably rejecting the complaint.

8.15 The warranty period corresponds to the warranty period specified by the manufacturer; otherwise, the warranty period is 12 months and commences on the day the goods are collected by the Buyer. If the Buyer is an entrepreneur and purchases the product for business purposes, the warranty period is governed by the manufacturer's warranty conditions in accordance with the relevant provisions of the Commercial Code (§ 429 et seq.). For selected products, the manufacturer's warranty for Buyers who are not consumers is limited. Any defect in the goods and claims arising from the defect must be raised before the end of the warranty period. Upon expiration of the warranty period, the right to file a complaint ceases.

8.16 The warranty period provided in the Terms and Conditions for persons who are consumers is in accordance with the Civil Code and does not

apply to entrepreneurs; hence, it is not applicable to these Terms and Conditions. 8.17 The warranty period is extended by the period during which the Buyer could not use the goods due to warranty repair. 8.18 In the event of an exchange of goods for a new item, the Buyer will receive a document specifying the exchanged goods, and any subsequent complaints shall be based on the originally issued invoice and this complaint document. In the case of an exchange for a new item, the warranty period shall restart from the receipt of the new goods, but only for the new goods. 8.19 All warranty repairs, provided that the right to claim the warranty under point 8.13 has not expired at the time of their claim, shall be free of charge. 8.20 If the defect is removable, the goods will be repaired. If repair is not possible and the nature of the defect does not preclude ordinary use, the Seller and the Buyer may agree on an appropriate discount off the purchase price. In the case of a discount, the defect cannot later be subject to a complaint. 8.21 If the defect is not removable and prevents the goods from being used properly as defect-free, the Seller is entitled to replace the defective goods with goods having the same or similar useful properties or to issue a credit note. 8.22 If the contract is substantially breached by the delivery of goods with defects, the Buyer may:

- a) Demand remedy of the defects by delivery of replacement goods for the defective goods, demand delivery of missing goods, and require the remedy of legal defects;
- b) Demand remedy of the defects by repair of the goods, if the defects are repairable;
- c) Demand an appropriate discount off the purchase price; or
- d) Withdraw from the contract.

8.23 The Buyer's choice between the remedies specified in point 8.22 shall belong to the Buyer only if communicated to the Seller in a timely notice of defects or without undue delay after such notice. The remedy chosen by the Buyer may not be altered without the Seller's consent. However, if it turns out that the defects are irreparable or that their repair would incur unreasonable costs, the Buyer may request the delivery of replacement goods if he/she requests this from the Seller without undue delay after the Seller has informed him/her of this fact. If the Seller does not remedy the defects within a reasonable additional period or announces before that period expires that the defects will not be remedied, the Buyer may withdraw from the contract or demand an appropriate discount off the purchase price. 8.24 If the Buyer does not communicate his/her choice of remedy within the period specified in point 8.23, the rights arising from the defects shall be deemed to be those applicable in the case of a non-substantial breach of contract. 8.25 If the contract is breached in a non-substantial manner by the delivery of goods with defects, the Buyer may either demand the delivery of missing goods and the remedy of other defects or a discount off the purchase price. 8.26 If the Buyer does not exercise the right to a discount off the purchase price or withdraw from the contract, the Seller is obliged to deliver the missing goods and remedy the legal defects. Other defects must be remedied at the Seller's discretion by repair of the goods or by delivering replacement goods; however, the chosen method of remedy must not impose unreasonable costs on the Buyer. 8.27 If the Buyer demands the remedy of defects, he/she may not, before the expiry of an additional reasonable period (which the Seller is obliged to provide for this purpose), exercise any other rights arising from the defects of the goods, except the right to claim compensation for damages and contractual penalty, unless the Seller informs the Buyer that he/she will not fulfill his/her obligations within this period. This period must be specified in accordance with point 8.10 of these Terms and Conditions for entrepreneurs. 8.28 If the Buyer does not specify a period according to point 8.27 or does not exercise the right to a discount off the purchase price, the Seller may inform the Buyer that the defects will be remedied within a specified period. If the Buyer, without undue delay after receiving this notice, does not communicate his/her dissent to the Seller, this notice shall be deemed to establish the period in accordance with paragraph 8.27. 8.29 If the Seller does not remedy the defects within the period arising from point 8.27 or 8.28, the Buyer may exercise the right to a discount off the purchase price or withdraw from the contract if he/she notifies the Seller of his/her intention to withdraw within the period specified in point 8.27 or within a reasonable period prior to withdrawal. The chosen remedy may not be altered by the Buyer without the Seller's consent. 8.30 For the purposes of these Terms and Conditions, a breach of contract is considered substantial if the breaching party knew at the time of the contract's conclusion, or it was

reasonably foreseeable at that time considering the purpose of the contract arising from its content or the circumstances under which the contract was concluded, that the other party would have no interest in the performance of its obligations in the event of such breach. In case of doubt, it shall be presumed that the breach is not substantial. 8.31 The resolution of the complaint applies only to the defects specified in the complaint form. 8.32 The Buyer's entitlement to file a complaint regarding a defect in the goods is exhausted after he/she has exercised his/her right and requested the Seller to remedy the defect in accordance with these complaints and commercial conditions; regardless of the outcome of the complaint, the Buyer is not entitled to repeatedly file a complaint for the same unique defect (not a defect of the same type). 8.33 If the Seller terminates the complaints procedure by justifiably rejecting the complaint, but the defect in the product objectively exists and has not been remedied, the Buyer may exercise his/her right to remedy the defect through the courts. 8.34 Documents required for collection of the goods under the complaint procedure at a branch in the case of a purchase by an entrepreneur, VAT payer:

- a) Goods ordered for personal collection may be collected only by the company's director or a person authorized by him/her.
- b) If the goods are collected by an employee of the company, a power of attorney from the director along with the ID number of the authorized employee is required.
- c) To verify the identity of the director or the person authorized by him/her, it is necessary to present a valid ID card and an extract from the Commercial or Trade Register, to avoid any confusion regarding the persons collecting the goods. 8.35 [If there is an 8.35, include here. (No content provided in the original text.)]

9. Withdrawal from the Purchase Contract by the Entrepreneur

9.1 The Seller is entitled to withdraw from the Purchase Contract due to sold-out stock, unavailability of the goods, or if the manufacturer, importer, or supplier of the goods agreed in the Purchase Contract has ceased production or made such significant changes that rendered it impossible for the Seller to fulfill his/her obligations under the Purchase Contract, or due to force majeure, or if, despite all efforts that can reasonably be demanded, the Seller is unable to deliver the goods to the customer within the term specified in these Terms and Conditions or at the price listed in the online store. The Seller is obliged to immediately inform the Buyer of this fact and refund any deposit paid for the goods as agreed in the Purchase Contract within 14 days from the notification of withdrawal, using the same method that the Buyer used for payment. This does not affect the Buyer's right to agree with the Seller on another method of reimbursement provided that no additional charges are incurred. The Seller is also entitled to withdraw from the Purchase Contract if the Buyer fails to collect the goods within 5 business days from the date when the Buyer was obliged to collect the goods.

9.2 The Buyer, who is an entrepreneur, may be offered an alternative withdrawal from the Purchase Contract depending on the condition of the returned goods, the expired warranty, and the current price of the returned goods. The condition of the goods will be assessed by the Seller. In the event that conditions acceptable to both parties are not agreed upon, the goods will be returned at the Seller's expense. The Seller is entitled to charge the Buyer for any additional costs incurred. The Seller reserves the right to refuse withdrawal in view of the nature of the product and its condition at the time of return.

9.3 The Buyer may withdraw from the Purchase Contract in accordance with the provisions of Act No. 513/1991 Coll. (the "Commercial Code"). The Buyer may not withdraw from a contract for which the subject matter is the sale of goods made to the Buyer's specific requirements, goods made to order, or goods designated specifically for one Buyer.

10. Final Provisions

- 10.1 The Seller reserves the right to amend these General Terms and Conditions. The obligation to notify changes in these General Terms and Conditions in writing is deemed fulfilled by posting them on the Seller's online store website.
- 10.2 The Seller undertakes that the price for the goods at the time of the Order shall not change for the dispatch of the goods within the agreed delivery period. The Seller is not responsible for delayed delivery caused by the courier service (or by the provision of an incorrect address by the Buyer), for any non-delivery of goods (due to the supplier's fault), or for damage to the shipment caused by the courier service (in which case a complaint must be filed directly with the courier service provider).
- 10.3 In the event that the Purchase Contract is concluded in written form, any amendment thereof must be in writing.
- 10.4 In case of any doubt, the contracting parties agree that the period of use is considered to run from the day of delivery of the goods to the Buyer (including the day of delivery) according to point 5.8 of these General Terms and Conditions until the day the goods are returned to the Seller, or until the goods are handed over to the courier for transport to the Seller.
- 10.5 The contracting parties agree that communication between them shall primarily be conducted by email or by postal mail.
- 10.6 For matters not regulated by these General Terms and Conditions, the relevant provisions of the Commercial Code shall apply.

In Senec, on 7 July 2024