

## General Business Terms for Entrepreneurs

### 1. Basic definitions

The published "General Business Terms and Conditions" are governed by the provisions of the generally applicable law (No. 102/2014 Coll.) and define the terms and conditions in the business relations for the customer – a self-employed person or legal entity registered in the commercial register (hereinafter referred to as "buyer" or "customer"). If a Consumer purchased the goods (hereinafter referred to as "Consumer") it is governed by the General Terms and Conditions for Consumers.

The General Terms and Conditions (hereinafter referred to as the "TC") relate to the business relations between the Buyer and Density Labs s.r.o., Company ID: 52361349, Tax ID: 2121002224, Veterná ulica 759/37, 900 67 Láb (Slovakia), listed in the Commercial Register of the District Court Bratislava I section: sro, entry number: 137129 / B (hereinafter referred to as "operator" or "seller") concluded remotely via the server [www.density.sk](http://www.density.sk).

These business relationships are governed by the law of the law. § 588 and seq. in conjunction with the law. § 612 and seq. of law no. 40/1964 Coll. of Civil Code.

#### Contact details:

**Density Labs s.r.o.**

Veterná ulica 759/37

SK-900 67 Láb, Slovakia

**Listed in:** Commercial register of District court Bratislava I, section: sro, entry no. 137129/B**REG** 52361349**TAX:** 2121002224**VAT:** We are not VAT registered**EORI:** SK2121002224**Phone:** +421 910 619 318**E-mail:** [info@density.sk](mailto:info@density.sk)

Bank account: FIO banka a.s.; EUR account; IBAN: SK228330000002401634919; SWIFT: FIOZSKBAXXX

TC are published on the website of Density Labs s.r.o. ([www.density.sk](http://www.density.sk)) and at the same time in the seller's headquarters in a visible and accessible location.

The Buyer is obliged to acquaint himself with these Terms and Conditions and to agree with them before purchasing.

### 2. Basic conditions of cooperation

To buy from Density Labs s.r.o. is allowed to a self-employed person (entrepreneur) or a legal person who has a registered entry to purchase goods for resale in a commercial register or trade license statement.

Purchase at discounted prices is conditional on registration by the buyer by mail or in person at the contact address:

Density Labs s.r.o., Veterná ulica 759/37, 900 67 Láb (Slovakia)

Registration is approved by administrator of e-shop, respectively. owner of DENSITY LABS S.R.O. The Seller reserves the right to approve or reject the Buyer Registration Application.

Every contact in person between the buyer and the seller must be organized and approved in written form at the e-mail address: [info@density.sk](mailto:info@density.sk)

### 3. Ordering process

Goods or services can be ordered by telephone, e-mail or in person.

All accepted orders are considered as a draft contract (business relationship) and are considered binding.

The purchase contract (business relationship) arises on the basis of a binding order confirmation. Buyer's confirmed order is considered binding for both parties.

Buyer is required to enter in his order:

- a/ commercial name, name and surname of a contact person
- b/ invoice and delivery address
- c/ phone contact for purposes of delivery and fulfilment of the order
- d/ description and number of ordered items or services
- e/ delivery and/or payment method
- f/ REG ID, TAX and/or VAT ID in case of a VAT registered company
- g/ e-mail

Current prices are published in a valid written offer or price list, are time limited and are valid for all ways of ordering goods or services unless specified otherwise. The buyer who buys goods or services in person has the option, prior to closing the order, to get acquainted with current prices directly at Density Labs s.r.o. personally or in writing, respectively e-mail.

The Seller reserves the right to change the price of the goods listed on any e-commerce website [www.density.sk](http://www.density.sk) or in the written offers and price lists at any time. The change in the price of the goods does not apply to orders concluded before the price change.

The seller may provide the buyer with discounts. Discounts do not apply to collection of goods or services in person.

If the buyer asks in his order for information on how to execute orders (also partially), he will be provided with the information automatically, but only if he states a contact email in his order. The seller is not obliged to contact the buyer by phone to inform him about the status of the order fulfillment.

### 4. Order cancellations and returns

The buyer has the right to cancel the order at any time, without giving any reason, prior to binding confirmation by the seller. After binding confirmation of the order, the buyer can cancel at least 14 days before the expected delivery date, but only on condition that the goods have not yet been produced or if the seller is unable to comply with the agreed delivery terms. If a confirmed order is cancelled, the Buyer is obliged to pay the Seller the damage incurred by the Buyer. Seller has the right to claim damages, especially if it was necessary to buy goods that were not in the seller's warehouse, respectively. where costs have been incurred in relation to the procurement of the goods.

The seller may claim a cancellation fee of up to 50% of the total price of the goods or service ordered.

The Seller reserves the right to cancel the order or part thereof in the following cases:

- a/ it is not possible to confirm the order in any form (incorrectly stated phone number, inability to deliver confirmation to the specified e-mail, etc.)
- b/ the order was sent by the buyer, who in the past has fundamentally violated the business conditions published on [www.density.sk](http://www.density.sk)
- c/ the goods or services are not sold anymore or the goods cannot be produced

#### Withdrawal from contract - procedure:

- a/ the customer fills out the return form available on our website and send it to [info@density.sk](mailto:info@density.sk).

b/ the seller confirms the return form and in case the seller has approved the return, he will request from the buyer to ship back the ordered goods, that have been delivered

c/ the goods along with the filled-out return form can be returned to the seller via a courier or postal service

The goods should be delivered with complete documentation, undamaged, clean and unused, if possible, with the original packaging. If the returned goods are damaged or incomplete, the Seller may reduce the returned purchase price (law § 458 section 1 of the Civil Code).

d/ the goods may not be sent back in the form of cash on delivery, such consignment will not be accepted by the Seller

e/ a copy of the purchase receipt (invoice) must also be sent with the goods

f/ if the above conditions are met, the consumer is entitled to a refund of the amount paid for the goods returned to him within 30 days of withdrawal.

## 5. Payment terms

The ordered goods, if they are in stock, are sent by the Seller to the Buyer via courier service or the Slovak Post unless another form of delivery is agreed beforehand. If the buyer chooses another form of payment for the goods as cash on delivery and which has been approved by the seller, he must accept the payment of the proforma-invoice, respectively. invoice, which is sent to him in electronic form via e-mail.

The buyer may purchase goods or services ordered without paying the invoice in advance. The Seller reserves the right to determine this form of commercial cooperation and is therefore not obliged to automatically grant this option to any buyer.

The invoice is payable in advance, based on long-term business cooperation it is possible to grant buyer the maturity of the invoice from 7 to 14 business days. It is not possible to pay for goods or services in cash during personal collection and therefore payment by credit cards or PayPal credit via the web address [www.density.sk](http://www.density.sk) or by bank transfer is required.

Online bank card payments are executed via the Barion system. The merchant does not get and store bank card data. Barion Payment Inc., the provider of this service, is an institution under the authority of the Central Bank of Hungary, its license number is: H-EN-I-1064/2013.

Payment via payment processing system PayPal is executed via company PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349) is duly licensed as a Luxembourg credit institution in the sense of Article 2 of the law of 5 April 1993 on the financial sector as amended (the "Law") and is under the prudential supervision of the Luxembourg supervisory authority, the Commission de Surveillance du Secteur Financier.

The goods are, until full payment, the property of the seller Density Labs s.r.o. In case of failure to meet the due date of the invoice, pursuant to § 369 of law no. 513 / 91 Coll., a penalty of 0.1% of the total invoice for each day of delay is charged to the buyer.

The purchase of goods with open invoice may be refused to the buyer if he has not settled all liabilities to the seller in time.

## 6. Delivery terms

The delivery of the ordered goods or services is provided by the Seller via the courier service SPS, IN TIME, DHL, other transport partner or by the Slovak Post, with which the Seller has concluded the Contracts for the Delivery of Shipments.

Information on prices for transport, available delivery options are listed in a separate block entitled: "Payment and Shipping", which is published on [www.density.sk](http://www.density.sk) and at an accessible location at the contact address Density Labs s.r.o., Veterná ulica 759/37, 900 67 Lab (Slovakia).

In the case of ordering goods with a weight of up to 0.99kg / including packaging / it is possible to choose the method of delivery via the Slovak Post / Letter Delivery /. In this case, however, the buyer must accept payment for the goods in advance / invoice can only be sent in advance in electronic form /. All costs associated with the delivery of the shipment to the Buyer in full shall be borne by the Buyer.

Delivery costs are indicated on the invoice as "Shipping". Detailed information on what is included in the "Shipping" can be found in a separate block entitled: "Payment and Shipping".

If the shipment is damaged (especially packaging), it is necessary to write a protocol of damage to the shipment (package) with courier, or not to accept the shipment from the courier and that the courier states in the protocol as a failure to accept the shipment: "damaged". Claims of damaged goods by transport after acceptance by the Buyer will not be accepted later by the Seller.

If the Buyer does not take over the ordered goods, the Buyer shall bear the full cost of the goods being re-delivered.

## **7. Seller's rights and obligations**

- a/ on the basis of an order accepted by the buyer, deliver the goods in agreed quantity, quality and time
- b/ in the case of delivery of the goods by the courier company, pack the goods for transport in the manner necessary for their safe delivery
- c) to ensure that the delivered goods comply with all applicable legislation in the Slovak Republic
- d) hand over to the buyer together with the goods in written or electronic form all necessary documents (instructions in Slovak or English language, warranty certificate, delivery note, tax document).
- e/ the Seller has the right to a due and timely payment of the purchase price from the Buyer for the goods delivered
- f/ the seller is obliged to inform the buyer that the order also includes the obligation to pay the price

## **8. Buyer's rights and obligations**

The buyer is required to:

- a) receive and accept the ordered and delivered goods or service
- b) pay the agreed purchase price within the agreed maturity period, including the cost of delivering the goods to the seller
- c) by signing the receipt of the goods in the delivery note
- d/ the buyer has the right to receive the goods in quantity, quality, time and place agreed with the seller

## **9. Warranty terms and conditions**

Pursuant to § 409 and seq. of Law no. 513/1991 Coll. of the Commercial Code, as amended, the seller provides with a warranty period of 24 months for the delivered goods. Other - longer - warranty period can only be provided by the manufacturer.

If the buyer is not a consumer, the seller provides a warranty period of 12 months for the goods in accordance with the Commercial Code.

Along with the purchased goods or service, the buyer receives an invoice that also serves as a guarantee document.

The warranty does not cover defects in goods that were caused by misuse, storage or obviously deliberate damage. The packaging and contents of the product must not be mechanically or otherwise damaged (mechanical damage is understood to be damage to the product, which could not be caused by the normal use of the product for the purpose for which it was made, also damaged is understood to be damage caused by exposure of the product to moisture, damage caused by usage in a way the product is not intended to be used, etc.).

The warranty also excludes damage caused by natural disaster. Wear and consequent damage to the goods, if this is obviously a normal use of the goods, also does not constitute a claim for goods.

In the event that the buyer finds defect on the delivered goods or service, it is necessary to immediately return the goods or service to the seller (§ 18 section 2 of the Act). If it is a defect of the goods that can be removed, the buyer has the right for it to be free, timely and properly removed. The Seller is obliged to remove the defect without undue delay.

The claimed goods must be settled by the seller in the complaint procedure within 30 days from the date of the claim. After the 30-day period for the settlement of the claim, the buyer has the right to withdraw from the purchase contract. The buyer has the right to return the full amount for the goods or has the right to exchange the goods for a new one unless otherwise agreed with the seller (e.g. payment of a reasonable discount to the buyer).

The Seller reserves the right to replace the claimed goods with the same or better parameters and features.

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

The seller is obliged to handle the claim in one of the following ways:

- a) handing over the repaired goods
- b) replacement of the goods
- c) refund of the purchase price of the goods
- d) payment of a reasonable discount on the price of the goods
- e) justified refusal of the goods claim

The Seller is not responsible for any penalties or other damages caused by a late delivery. Seller is responsible to inform the Buyer about possible delays without unjust delays.

## **10. Final provisions**

DENSITY LABS S.R.O. reserves the right to change these General Terms and Conditions at any time without notice.

These General Terms and Conditions come into effect on 14.01.2020 and replace and cancel all previous versions of these General Terms and Conditions.