

## Terms and conditions for Consumers

### 1. General provisions

The following terms and conditions govern the rights and obligations of the parties resulting from the contract of sale concluded between the seller: **Density Labs s.r.o., IČO: 52361349, DIČ: 2121002224, Veterná ulica 759/37, 900 67 Láb (Slovakia)**, registered in Commercial Register of the District Court Bratislava I, Section: sro, File No. 137129 / B (hereinafter referred to as "Seller") and End Consumers - Non-entrepreneurs (hereinafter referred to as "Buyer"). The subject of these terms and conditions (hereinafter referred to as "TC") is the purchase and sale of goods on the Seller's e-commerce website. The purchase of goods by a legal or self-employed person (hereinafter referred to as "entrepreneur") is governed by the General Business Terms and Conditions for Entrepreneurs.

#### 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

#### Supervisory Authority:

**Slovenská obchodná inšpekcia (SOI)****Inšpektorát SOI pre Bratislavský kraj**

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Odbor výkonu dozoru

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1.1. These terms and conditions of sale, valid as of the date of conclusion of the purchase agreement, form an integral part of the purchase contract. In the event of the conclusion of a purchase contract in writing, in which the terms and conditions differ from these commercial TC, the provisions of the purchase contract shall be preferred to these TC. Newly agreed terms and conditions may not conflict with other legal regulations (shortening the time limit for returning the goods, warranty period, etc.)

1.2. For the purposes of these TC, an ancillary agreement is a contract whereby the buyer acquires the goods or is provided with a service related to the subject matter of the contract of sale, if the goods or services are supplied by the seller or a third party under their agreement.

1.3. The displayed purchase price for the goods on any e-commerce website, which is operated by the seller, also includes all applicable taxes (i.e. consumer tax, customs duty, etc.) in the stipulated amount according to the valid legal regulation of the Slovak republic unless specified otherwise in the product or service description. It does not include the cost of transporting goods or other optional services. All sales and other activities are valid until the stocks is sold out, or unless otherwise specified in the product or service description. Our company is not VAT registered.

1.4. The Seller's right is at any time to modify the selling price of the goods listed on the E-commerce Website in the Seller's operation. Such a change does not apply to purchase contracts concluded before land prices, irrespective of the fact that the goods have not yet been delivered.

## 2. Method of concluding a purchase contract

2.1. The Purchase Contract is concluded on the basis of a proposal sent by the Buyer to the Seller in the form of a completed and sent form via the Seller's website to which it has sent a proposal for its conclusion. The subject of the contract is the transfer of the ownership right to the goods marked by the buyer for the purchase price and under the conditions specified in this order (hereinafter referred to as the "order").

2.2. After sending the order, an automatically generated order receipt message will be sent to the email address of the seller's electronic system (hereinafter "order delivery confirmation"). If necessary, it is possible that all additional information regarding his order may be sent to the buyer's email address.

2.3. The order delivery confirmation contains information that the seller has received the order, which is not an acceptance of the proposal to conclude the purchase contract.

2.4. Subsequently, information will be sent to the buyer's e-mail address, which contains a notification of whether the buyer's order has been accepted (hereinafter "order acceptance"). The content of the order acceptance is the name and specification of the goods the sale of which is the subject of the purchase contract, the price of the goods and / or other services, the indication of the probable delivery time of the goods, the name and details of the place where the goods are to be delivered and the conditions, manner the price and term of transport of the goods to the agreed place of delivery for the buyer, as well as data on the seller such as business name, registered office, ID number and similar. The notification may also contain other necessary information.

2.5. The conclusion of the purchase contract occurs upon delivery of the order acceptance electronically or in writing.

2.6. The Seller informed the Buyer in a clear, unambiguous, comprehensible and unmistakable manner, before sending the Buyer's order, about the pre-contractual information regarding the complaint, payment, business, shipping and other conditions by:

a) about the main features of the goods or the nature of the service, to the extent appropriate to the means of communication and goods or service used, informed the relevant catalog page of the seller's e-shop,

b) about the business name and registered office of the Seller informed on the relevant sub-page of the electronic commerce of the Seller and in Art. 1 of these TC, which are placed on the Seller's relevant e-commerce sub-page,

c) about the Seller's telephone number and/or other information relevant to the Buyer's contact with the Seller, in particular his e-mail address, if he is informed by the Seller's relevant e-commerce sub-page and in Art. 1 of these TC, which are placed on the Seller's relevant e-commerce sub-page,

d) about the address of the seller, on which the buyer may file a claim for goods or services, lodge a complaint or other complaint in Art. 1 of these TC, which are placed on the relevant sub-page of the Seller's e-shop,

e) about the total price of the good or service, including all applicable taxes, or where, given the nature of the goods or service, the price cannot be reasonably predetermined, the way in which it is calculated and the transport, delivery, postage and other costs and charges, or, if such costs and fees cannot be determined in advance by the fact that the buyer will be obliged to pay them the electronic catalog of the seller on the relevant catalog page,

f) about the payment terms, delivery terms, the period within which the seller undertakes to deliver the goods or provide the service, informed about the information on procedures for the application and handling of claims, complaints and suggestions of the buyer in the relevant articles of these business and complaint conditions, which are located on the Seller's relevant e-commerce sub-page

g) about the information on the right of the buyer to withdraw from the contract of sale, the conditions, time limit and procedure for exercising the right of withdrawal, in Art. 10 of these TC, which are placed on the Seller's relevant e-commerce sub-page,

h) about the provision of a form for withdrawal from the contract of sale informed in Art. 10 and in the appendix to these TC, which are placed on the relevant e-commerce sub-page of the Seller; At the same time, the Seller provided the form for withdrawal from the Purchase Agreement in the Annex to these TC, which are placed on the relevant website of the Seller,

- i) about the information that if the buyer withdraws from the purchase contract, he will bear the costs associated with returning the goods to the seller pursuant to § 10 par. 3 of Act no. 102/2014 Coll. on consumer protection when selling goods or services on the basis of a distance contract or contracts concluded outside the premises of the seller and amending and supplementing certain acts (hereinafter referred to as the "Consumer Protection Act for Distance Selling"), and the cost of returning the goods, which, by their nature, cannot be returned via post, informed in Art. 10 of these TC, which are placed on the Seller's relevant e-commerce sub-page,
- j) about the Buyer's obligation to pay the Seller the price for the performance actually provided performance pursuant to § 10 Sec. 5 Consumer Protection Act for Distance Selling if the buyer withdraws from the service contract after giving the seller explicit consent pursuant to § 4 Sec. 6 of the Consumer Protection Act for Distance Selling, Art. 10 of these TC, which are placed on the Seller's relevant e-commerce sub-page,
- k) about the circumstances in which the buyer loses his right of withdrawal in Art. 10 of these Terms and Conditions of Sale and Claim, which are placed on the Seller's relevant e-commerce sub-page,
- l) about the Seller's liability for defects in goods or services under reg. § 622 and 623 of the Civil Code in Art. 8 of these TC, which are placed on the Seller's e-commerce sub-page,
- m) about the existence and details of the guarantee provided by the manufacturer or the seller under more stringent principles than those laid down in § 502 of the Civil Code, if provided by the manufacturer or seller, as well as information on the existence and conditions of assistance and services provided to the buyer after the sale of goods or services, if such assistance is provided on the relevant catalog page of the seller's e-shop and Art. 9 of these TC, which are placed on the Seller's relevant e-commerce sub-page,
- n) about the existence of relevant codes of conduct that the seller has committed to comply with, and the manner in which the buyer can acquaint themselves with them or obtain the wording on the relevant e-commerce catalog page of the seller's website,
- o) about the duration of the contract in the case of a fixed-term contract; in the case of a contract concluded for an indefinite period of time, or in the case of a contract for which its validity is automatically extended, the information on the terms and conditions of the termination of the contract was provided on the relevant catalog page of the seller's e-shop and in these TC, which are located on the relevant e-commerce sub-page the seller's website
- p) about the minimum duration of the Buyer's obligations arising from the Purchase Contract, if the Purchase Contract implies such a commitment to the Purchaser on the relevant catalog page of the Seller's e-shop and in these business and complaint conditions, which are placed on the relevant e-commerce sub-page of the Seller's website,
- r) about the Buyer's obligation to pay the advance or to provide other financial guarantee at the Seller's request and on the TC that apply to it if the Purchase Contract implies such a commitment to the Buyer on the relevant catalog page of the Seller's e-shop and in these TC that are located at the appropriate e-commerce sub-page of the seller's website,
- s) about the functionality, including applicable technical safeguards to secure electronic content, if applicable, on the relevant catalog page of the Seller's e-commerce website and in these T, which are located on the Seller's relevant e-commerce sub-page
- t) about the compatibility of the electronic content with the hardware and software that the seller knows or is reasonable to expect to know, if appropriate, on the relevant e-commerce catalog page of the seller's website and in these TC located on the relevant e-commerce sub-page,
- u) about the possibility and conditions of out-of-court dispute resolution through an alternative dispute resolution system, if the seller has undertaken to use the system by informing the on the seller's relevant e-commerce sub-page and in these TC, which are located on the seller's relevant e-commerce sub-page,
- v) about the necessary acts to conclude the purchase contract by describing these necessary acts in these business and complaint conditions, which are placed on the relevant sub-page of the seller's e-shop,
- w) about the information that the purchase contract is deposited in electronic form with the seller and is available to the buyer after the buyer has requested it in writing on the relevant catalog page of the seller's e-

shop and in these business and complaint conditions, which are placed on the relevant website of the seller's e-shop,

x) about the information that the language offered for the conclusion of the contract is the English or Slovak language on the relevant catalog page of the e-commerce site and in these TC, which are placed on the relevant Seller's e-commerce sub-page.

2.7. If the seller has not complied with his information obligation under point 2.6. letter e) of these business and complaint conditions, the buyer is not obliged to pay these additional costs or fees.

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

3.1. Seller is required to:

a) if the order is confirmed in the form of acceptance, the seller is obliged to deliver the goods to the buyer in the agreed quantity, time, quality and to pack it and to ensure the transport in the manner necessary for its preservation and protection,

b) to ensure that the delivered goods comply with valid Slovak legislation,

c) send a confirmation of the conclusion of the purchase agreement on a durable medium, such as via e-mail. He shall send the certificate without delay and shall contain all the information referred to in 2.6. including the withdrawal form,

d) hand over to the buyer in electronic or written form all necessary documents for taking over and using the purchased goods, as well as other documents prescribed by valid legal regulations of the Slovak Republic such as instructions in Slovak and/or English language, delivery note, warranty certificate and tax document, at the latest together with the delivered goods. The tax document/invoice may also serve as a delivery note or warranty certificate.

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

3.3. In the case of unavailability of goods or sold-out supplies, the seller is not able to deliver the goods to the buyer within the period agreed in the purchase contract, determined by these TC or at the agreed purchase price. (order cancellation). Withdrawal from the purchase contract or cancellation of the order is possible by sending an e-mail to the buyer. In case of payment of the purchase price by the Buyer or its part, it is the Seller's obligation to return the already paid purchase price or its part within 14 days from the date of delivery of the e-mail about withdrawal from the Purchase Contract or respectively it's cancellation by the buyer, to the account specified by the buyer, unless the parties agree otherwise. If no substitute performance or withdrawal from the Purchase Contract is accepted by the Buyer offered by the Seller, the Seller is entitled to withdraw from the Purchase Contract. In case of payment of the purchase price by the buyer or its part, the seller is obliged to return the already paid purchase price or its part within 14 days from the date of delivery of the withdrawal from the purchase contract, to the buyer.

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

4.1. The seller informed the buyer of the obligation to pay the purchase price. This obligation is part of the order.

4.2. The Buyer's Rights: The Buyer has the right to deliver the goods in quantity, quality, time and place agreed by the parties.

4.3. Buyer's obligations:

a) pay the agreed purchase price to the seller within the agreed maturity period, including the cost of delivery of the ordered goods,

b) accept and/or take over the goods that have been ordered and shipped

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

## 5. Delivery and payment terms

5.1. For each item on the e-commerce website, the usual availability of the goods with the estimated date of its dispatch is given.

5.2. The Seller is obliged to deliver the item to the Buyer immediately, no later than 30 days from the date of conclusion of the Purchase Contract, unless otherwise agreed in the Purchase Contract. If the Seller has not fulfilled this obligation, the Buyer may invite the Seller to deliver the matter within a reasonable additional period of time specified by the Buyer. If the case is not delivered within this additional reasonable period, the buyer is entitled to withdraw from the contract.

5.3. The Seller is entitled to ask the Buyer to take over the goods even before the deadline for delivery of goods agreed in the Purchase Contract.

5.4. The display of goods on any e-commerce website operated by the seller is not merely illustrative unless stated otherwise. The dimensions, weight and other information about the goods contained in the catalogues, brochures and other documents of the Seller located on the Seller's e-commerce website are specified by the manufacturer and may differ by + - 2% from the reported value.

5.5. The buyer is obliged to take over the goods at the agreed place, according to the purchase contract or in any other way before the delivery of the goods (hereinafter referred to as the "place"). The Buyer is obliged to take over the goods within the time period which the Seller or his agent authorized to deliver the goods and the Buyer agreed upon in the Purchase Contract or in any other manner prior to the delivery of the Goods (hereinafter referred to as "Time Range").

5.6. If the seller delivers the goods to the buyer in place and in time, it is the buyer's responsibility to take over the goods in person or arrange the takeover of the goods by a person authorized by the buyer. The buyer is obliged to sign the purchase price, delivery and delivery protocol. The obligation of the third party authorized to take over the goods is to submit to the Seller a copy of the acceptance of the order. When the goods are delivered to the buyer, the goods are deemed delivered. The delivery of the goods to the buyer is understood to mean the delivery of the goods to the place, its acceptance by the buyer or a third party authorized by the buyer and the signing of the payment of the purchase price, delivery and handover of the goods by the buyer or third party authorized by the buyer.

5.7. If it is necessary to repeat the delivery of the goods due to the Buyer's absence on the spot and in time or if the Buyer does not take over the goods within 7 days after the expiry of the time period without prior written withdrawal from the Purchase Contract, the Seller is entitled to claim compensation in the amount of the actual costs of the incurred damage for attempting failed delivery of goods to the site.

5.8. It is the buyer's responsibility to check the received shipment, the packaging of the goods and the goods immediately after delivery in the presence of the seller's representative, for example a courier. If a defect of the goods is found, it is the duty of the seller's representative to allow the buyer to make a record of the nature and extent of the defect of the goods, the seller's representative will confirm the accuracy. With such a record, delivered to the Seller, the Buyer may refuse to accept the delivered goods with a defect or to confirm the delivery of the goods with a defect and subsequently in accordance with Art. 8 of these TC apply a claim for defects of goods at the seller or a person designated by him. If the buyer refuses to accept the delivered goods with defects, all the purposefully incurred costs of returning the goods to the seller shall be borne by the seller.

5.9. In case of non-delivery of goods by the Seller, the Buyer is entitled within the period specified in point 5.2. of these Terms and Conditions to withdraw from the Purchase Contract and the Seller is obliged to return the Purchase Price or part thereof to the Purchaser within 14 days from the moment of delivery of the withdrawal from the Purchase Contract. The funds will be transferred to a bank account specified by the buyer.

## 6. Purchase price

6.1. The purchase price for the goods agreed in the purchase agreement between the buyer and the seller is stated in the order acceptance (hereinafter referred to as the "purchase price"). If the purchase price stated in the order delivery receipt is higher than the price for identical goods listed in the e-commerce offer at the time the order was sent by the buyer, the seller will deliver to the buyer an electronic message informing about the

new offer price being offered at the seller's proposal. to conclude a new purchase contract, which the buyer must expressly confirm by e-mail or in writing, in order to conclude a valid purchase contract.

6.2. The Buyer is obliged to pay the Seller the purchase price, including the cost of delivery of the goods by credit card on the Seller's website via payment gateway provider's page, by transfer via online wallet and payment system PayPal, cash on delivery or cashless transfer to the Seller's account, stated in the order acceptance or on the Seller's website at time before taking over the goods.

6.2.1 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.

6.2.2 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.

6.2.2 In case that the payment processor or payment card issuer declines or even cancels payment via a particular credit/debit card of the buyer (i.e. due to automated fraud prevention), the seller reserves the right to demand the payment via an alternative payment method, especially via bank transfer in advance.

6.3. When paying the purchase price by wire transfer to the Seller's account, it is considered the day of payment, the moment when the entire purchase price was credited to the Seller's account.

6.4. The Buyer is obliged to pay the Seller the purchase price for the agreed goods within the deadline according to the Purchase Contract, but at the latest upon receipt of the goods.

6.5. The Seller is entitled to deny the delivery of the goods to the Buyer if the Buyer does not pay the Seller the full purchase price until the moment of delivery of the goods to the Place and the Parties have not agreed to pay the purchase price for the goods in instalments.

6.6. Assembly, delivery and related costs are not included in the purchase price and the Seller is not obliged to provide these services to the Buyer.

## **7. Acquisition of ownership and transfer of damage to goods**

7.1. The title to the goods is acquired by the buyer only after full payment of the purchase price for the goods.

7.2. The moment the goods are taken over by the buyer or a third party authorized by the buyer from the seller or from his agent authorized to deliver the goods or when he fails to do so in time, when the seller allows the buyer to dispose of the goods and the buyer does not accept the goods, the risk of damage to the goods passes on the buyer.

## **8. Complaint procedure (warranty, liability for defects, claims)**

8.1. The buyer has the right to remove the defects free of charge in a timely and proper manner with regard to the defect of the goods that can be removed. The seller is obliged to remove the defect without undue delay.

8.2. Instead of remedying the defect, the buyer may require the replacement of the goods or, if the defect relates to a particular part of the goods, the replacement of this component, unless the seller incurs unreasonable costs with respect to the price of the goods or the seriousness of the defect.

8.3. Replacing defective goods with no defects can always be made by the seller, unless it causes serious difficulties to the buyer.

8.4. If it is a defect of goods that cannot be removed and which prevents goods from being properly used as a non-defective item, the buyer has the right to exchange the goods or has the right to withdraw from the contract. The same rights belong to the buyer if it is a removable defect, but if the buyer cannot properly use the goods for recurrence of the defect after repair or for a number of defects.

8.5. In the case of other irreparable defects, the buyer has the right to a reasonable discount on the price of the goods.

8.6. The seller instructed the buyer about his rights under the reg. § 622 of the Civil Code (points 8.1. To 8.3. Of these TC) and the rights arising from reg. § 623 of the Civil Code (clauses 8.4 to 8.5 of these TC) by placing these business and complaint terms on the relevant e-commerce sub-page of the Seller's website and the Buyer was able to read them before the order was sent.

8.7. The buyer is obliged to file a claim with the seller or the designated person. The Seller is liable for defects of goods in accordance with the applicable legal regulations of the Slovak Republic. The Seller shall provide information on service points and designated persons for warranty and post-warranty service to the Buyer on the back of the Warranty Certificate or upon request by telephone or e-mail.

8.8. The complaint procedure is governed by the valid complaint procedure of the seller, i.e. Art. 8. these TC. The buyer was duly informed about the complaint procedure and informed about the terms and conditions of the complaint, including information on where the complaint can be made, and on the performance of warranty repairs in accordance with the provisions of the reg. § 18 sec. 1 of Act no. 250/2007 Coll. on Consumer Protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on Offenses as amended (hereinafter referred to as the "Act") at the time before the conclusion of the Purchase Contract by placing these business and complaint conditions on the relevant Seller's e-commerce sub-page and the Buyer was able to read them before the order was sent.

8.9. Complaints procedure applies to goods purchased by the buyer from the seller in the form of electronic commerce on the website of the seller's electronic shop.

8.10. If the goods are defective for which the manufacturer, supplier or seller is responsible, are covered by the warranty and have been purchased from the seller, the buyer has the right to assume liability for defects of the seller.

8.11. If the goods show defects, the buyer has the right to file a complaint in the seller's premises in accordance with § 18 sec. 2 of the Act by delivering the goods to the Seller's premises and delivering to the Seller a manifestation of the Buyer's will to exercise its right under points 8.1. to 8.5. of these Business and Complaint Terms and Conditions (hereinafter referred to as the "Claim Notice") in the form of a completed claim form, which is placed on the relevant e-commerce sub-page of the seller. The seller recommends to insure the goods when sending them for complaint. Cash on delivery items are not accepted by the Seller. The Buyer is obliged to provide all the required information in the Notice of Claim Complaint, in particular to specify the type and extent of the defect of the Goods; the Buyer shall also state which of its rights under the reg. § 622 and § 633 of the Civil Code apply. The Buyer has the right to make a complaint also with the person authorized by the manufacturer of the goods to perform warranty repairs (hereinafter referred to as "the designated person"). The list of designated persons is specified in the warranty card or sent to the buyer at his request by the seller.

8.12. The complaint procedure for goods that can be delivered to the seller begins on the day when all of the following conditions are met cumulatively:

- a) delivery of a claim notice to the buyer, seller
- b) delivery of the claimed goods from the buyer to the seller or to a designated person
- c) delivery of access codes, passwords and the like. the claimed goods to the seller if these data are necessary for the proper handling of the claim

8.13. If the subject of the complaint is goods that cannot be objectively delivered to the Seller or which is firmly installed, the Buyer is, in addition to meeting the conditions under points 8.12. a) and c) of these Complaint and Business Conditions shall be obliged to provide all necessary co-operation to perform the inspection of the claimed goods by the Seller or a third party designated by the Seller. Complaint procedure concerning goods that cannot be objectively delivered to the Seller or which is firmly embedded begins on the day the goods were inspected under the first sentence. However, if the Seller or a third party designated by him, despite the necessary co-operation provided by the Buyer, fails to perform the inspection within a reasonable time, but no later than within 10 days of receiving the Seller's Notice of Complaint, the complaint procedure begins on the day of delivery of the Complaint Notice to the Seller.

8.14. The seller or the designated person shall issue to the buyer a confirmation of the claim of the goods in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to indicate the defects of the goods claimed and once again instruct the consumer on his rights under point 8.1. to 8.3. of these Commercial and Complaints Conditions (reg. § 622 of the Civil Code) and the rights arising from it under

Section 8.4. to 8.5. of these Business and Complaints Conditions (reg. § 623 of the Civil Code). If the claim is made by means of long-distance communication, the seller is obliged to deliver the confirmation of the claim to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest along with the proof of the claim; a confirmation of a claim does not have to be delivered if the buyer has the opportunity to prove the claim in another way.

8.15. The Buyer is entitled to decide which of its rights within the meaning of reg. § 622 and reg. § 623 of the Civil Code applies and at the same time is obliged to immediately inform the seller about his decision. Based on the decision of the buyer, which of his rights under the provisions of reg. § 622 and reg. § 623 of the Civil Code shall be applied by the Seller or the designated person obliged to determine the manner of handling the complaint pursuant to § 2 let. m) of the Act immediately, in more complex cases within 3 days from the beginning of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required within 30 days from the date of application of the claim. After determining the way of handling the complaint, the seller or the designated person will process the complaint immediately, in justified cases the complaint may be settled later. However, the claim may not take more than 30 days from the date of claim. After the expiry of the claim settlement period, the consumer has the right to withdraw from the contract or has the right to exchange goods for new goods.

8.16. If the buyer has claimed the goods during the first 12 months after the conclusion of the purchase contract, the seller may settle the claim by refusal only on the basis of an expert's opinion or an opinion issued by an authorized, notified or accredited person or a designated person's opinion (hereinafter referred to as "expert assessment of goods"). Regardless of the outcome of the expert assessment, the Seller may not require the Buyer to pay for the costs of expert assessment of the goods or other costs associated with the professional assessment of the goods.

8.17. If the buyer made a claim for the product after 12 months from the conclusion of the purchase contract and the seller rejected it, the person who settled the claim is obliged to state in the proof of the claim to whom the buyer can send the goods for professional assessment. If the buyer sends the goods for expert assessment to the designated person specified in the complaint document, the costs of the expert assessment of the goods, as well as all other related costs, are borne by the seller regardless of the result of the expert assessment. If the Buyer proves the Seller's liability for the claimed defect of the goods by a professional assessment, he / she may reclaim the claim; the warranty period does not occur during the performance of the professional assessment of the goods. The Seller is obliged to pay to the Buyer within 14 days from the date of the reapplied claim all costs incurred for the professional assessment of the goods, as well as all related costs. A reclaimed claim cannot be rejected.

8.18. The buyer has no right to exercise the right of liability for defects which the seller was aware of at the time of conclusion of the contract, or which, having regard to the circumstances in which the contract was concluded, had to know.

8.19. The Seller reserves the right to replace defective goods with other impeccable goods with the same or better technical parameters if this does not cause serious difficulties to the Buyer.

8.20. The seller is not responsible for defects of goods:

- if it is an obvious defect which the buyer could detect by checking the shipment on delivery of the goods and which he did not notify the agent to the seller in accordance with point 5.8. these warranty and business terms,
- if the buyer has not exercised his right regarding the seller's liability for the defect of the goods until the end of the warranty period,
- if the defect in the goods is caused by a mechanical damage to the goods caused by the buyer,
- if the defect of the goods is caused by the use of the goods in conditions which do not correspond to the natural environment of the goods due to their intensity, humidity, chemical and mechanical influences
- if the defect of the goods was caused by unprofessional handling, servicing or neglect of the care of the goods,
- if the defect of the goods is caused by damage to the goods by excessive load or use contrary to the conditions specified in the documentation or the general principles of normal use of the goods,
- if the defect of the goods is caused by damage to the goods by unavoidable and / or unpredictable events,
- if the defect of the goods was caused by damage to the goods by accidental destruction and accidental deterioration,

- if the defect is caused by unprofessional interference, water damage, fire, static or atmospheric electricity or another force majeure,
- if the defect of the goods was caused by interference with the goods by an unauthorized person.

8.21. It is the seller's responsibility to handle the claim and to end the claim procedure in one of the following ways:

- a) replacement of the goods,
- b) refunding of the purchase price of the goods,
- c) by handing over the repaired goods,
- d) payment of a reasonable discount on the price of the goods,
- e) written request to take over of the specified performance from the seller,
- f) justified refusal of the goods claim.

8.22. The Seller is obliged to issue a written document about the method of determining the complaint handling and the equipment of the complaint no later than within 30 days from the date of the claim being filed personally, through the postal or courier or delivery service provider. The seller will inform the buyer of the result of the claim settlement immediately after the complaint procedure has been completed by telephone or e-mail and at the same time he will receive together with the goods, or by an e-mail, a complaint proof document.

8.23. The warranty period is 24 months from the date of delivery of the goods, unless a specific warranty period is specified for specific cases. The sports nutrition products, food in gift baskets and animal feeds have a minimum shelf life of more than 2 months prior to the date of consumption, in case of shorter expiry date the seller contacts the buyer by phone or e-mail and the consignment is sent only with the buyer's consent.

8.24. In the case of warranty repair of the goods, the warranty period is extended by the time that the buyer could not use the goods.

8.25. In the case of replacement of goods for a new one, the warranty period begins again from the receipt of the new goods, but only for the new goods. In case of replacement of the goods with a new one, the buyer will receive a document indicating the exchange of goods and any other claims will be made on the basis of the purchase contract and this claim document.

8.26. In the case of a removable defect, the claim will be handled according to the Buyer's decision according to paragraph 8.15. these terms and conditions as follow:

- a) the seller replaces the defective item or
- b) the seller arranges a repair of the defective item

8.27. If it's a removable defect and the Buyer did not determine immediately according to paragraph 8.15. these complaints and business conditions, how the complaint should be handled, the seller will settle the complaint by removing the defect.

8.28. If it is a defect that cannot be removed, or one or more times a removable defect, or a greater number of different removable defects that prevent the goods from being used properly as a defect, the seller will, depending on the buyer's decision, according to point 8.15 of these complaints and business conditions, claim as follows:

- replacing goods for other functional goods with the same or better technical parameters, or
- in the event that the Seller is unable to exchange goods for another, it shall settle the claim by refunding the purchase price for the goods.

8.29. In the case of irreparable defects or multiple repetitive defects, or in the case of a number of different removable defects, which prevent the goods from being used properly without defects, the purchaser shall not immediately determine according to point 8.15. these complaint and business conditions, how the complaint should be equipped, the seller will settle the claim by replacing the goods for other functional goods of the same or better technical parameters.

8.30. Complaint handling applies only to defects specified in the Notice of Claim Complaint and in the Goods Claim Confirmation under point 8.14. of these terms and conditions.

8.31. For the purposes of the claim, a defect that is repeated more than 2 times is considered repetitive defect.

8.32. For the purpose of the claim, the occurrence of more than three different removable defects is considered to be the greater number of different removable defects.

8.33. The right of the buyer to claim a defect of the goods is after he has exercised his right and asked the seller to remove the defect of the goods under point 8.1. of these complaints and business terms consumed, and no matter what the outcome of the claim, is no longer entitled to claim a complaint repeatedly for the same unique defect (not a defect of the same kind).

8.34. Art. 8 of these claims and business terms do not expressly apply to entities that do not meet the consumer's definition set out in Art. § 2 let. a) Law 102/2014.

## 9. Personal data and security

For information on how we process and protect your personal information, please visit our website at [www.density.sk](http://www.density.sk) in the Privacy policy section.

## 10. Withdrawal from the purchase contract

10.1. If it is impossible to fulfil its obligations on the part of the seller resulting from the contract of sale, due to the sell-out of the goods, unavailability of the goods or if the manufacturer, importer or supplier of goods agreed in the contract of sale interrupted production or made such serious changes that made it impossible to fulfil the seller's obligations the Purchase Contract or for reasons of force majeure, or even when making every effort that can reasonably be required of the seller, be unable to deliver the goods to the Customer within the period specified by these Terms and Conditions or for the price specified in the Order, the Seller shall be obliged to immediately inform the buyer and at the same time he is obliged to offer the buyer a substitute performance or the option for the buyer to withdraw from the purchase contract (cancel the order). If the Buyer withdraws from the Purchase Contract for the reasons stated in this Clause of these Complaints and Business Terms, the Seller is obliged to return to the Purchaser the advance payment already paid for the goods agreed in the Purchase Contract within 14 days of the notice of withdrawal by transfer to an account specified by the Purchaser .

10.2. The Buyer is entitled to withdraw from the Purchase Contract without giving any reason in accordance with reg. § 7 and Act no. 102/2014 Coll. on consumer protection in distance selling (hereinafter referred to as the "Consumer Protection Act in Distance Sales") within 14 days of receipt of the goods, or from the date of conclusion of the contract for the provision of the service or contract for the provision of electronic content not delivered on a tangible medium, if the seller has fulfilled in due time the information obligations pursuant to the provision reg. § 3 of the Consumer Protection Act at Distance Sales.

10.3. The buyer has the right to unpack and test the goods in the same manner as is usual in the classical "Brick-and-Mortar" shop within this period, to the extent necessary to determine the nature, characteristics and functionality of the goods.

10.4. The start of the withdrawal period is set for the day on which the buyer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods, or

- a) supplying goods consisting of several parts or pieces, from the date of receipt of the last part or last piece,
- b) the goods ordered by the buyer in one order are delivered separately, from the date of receipt of the goods which were delivered last,
- c) on the basis of the contract, the goods are delivered repeatedly for a limited period, from the date of receipt of the first delivered goods.

10.5. The buyer may withdraw from the contract of sale, the subject of which is the purchase of the goods even before the start of the withdrawal period.

10.6. When withdrawing from the contract, a written form is required, in a manner which does not give rise to doubt that the contract has been withdrawn by mistake or in the form of an entry on another durable medium

or by means of a form annexed here under Nr. 1 of these Terms and Conditions of Sale and Claim. The withdrawal period shall be deemed to be maintained if the notice of withdrawal has been sent to the Seller at the latest on the last day of the time limit set forth in the provisions of reg. § 7 sec. 1 of the Consumer Protection Act in Distance Sales.

10.7. Withdrawal from the Purchase Contract according to the preceding point of these Terms and Conditions of Sale and Claim must contain the information required in the form of withdrawal from the Purchase Contract, which forms Annex no. 1 of these terms and conditions, in particular the identification of the buyer, the number and date of the order, the exact specification of the goods, the manner in which the seller should return the already received performance, in particular the account number and / or the buyer's postal address.

10.8. In the event of withdrawal from the Purchase Contract, any ancillary contract related to the Purchase Contract from which the Purchaser has withdrawn shall also be cancelled from the beginning. It is not possible to demand from the buyer any costs or other payments related to the cancellation of the ancillary contract, except for the costs and payments referred to in reg. § 9 sec. 3, reg. § 10 sec. 3 and 5 of the Consumer Protection Act when selling at a distance and the price of a service, if the contract is the provision of a service and the service is fully provided.

10.9. Within 14 days from the date of withdrawal from the Purchase Contract, the Buyer is obliged to send the goods back to the address of the registered office of the Seller without undue delay or to hand it over to the Seller in person or the person authorized by the Seller to take over the goods. This is not the case if the seller has proposed to pick up the goods in person or through a person authorized by him. The period referred to in the first sentence of this point of these Terms and Conditions of Sale and Claim shall be deemed to be maintained if the goods have been handed over for carriage no later than the last day of the period.

10.10. The Buyer is obliged to deliver to the Seller the complete goods, including the complete documentation, undamaged, unused and preferably in the original packaging.

10.11. Cash on delivery will not be taken over by the seller. It is recommended to insure the goods. The Seller is obliged, without undue delay, to return to the Buyer, within 14 days from the date of delivery of the notice of withdrawal, all payments received from him under the Purchase Contract or in connection therewith, including shipping, delivery and postage costs and other costs and fees. The Seller is not obliged to return to the Buyer payments under this point of these Terms and Conditions of Sale before the goods are delivered or the Buyer proves that the goods have been sent back to the Seller, unless the Seller suggests picking up the goods personally or through a person authorized by the Seller.

10.12. The cost of returning the goods to the seller is borne by the buyer. The goods will be returned directly to the seller or the person authorized by the seller to receive the goods. This shall not apply if the Seller has agreed to bear these costs alone or if he has not fulfilled his obligation under reg. § 3 sec. 1 letter i) of Consumer Protection Act at Distance Sales.

10.13. The buyer is only liable for the reduction of the value of the goods resulting from the handling of the goods which is beyond the treatment necessary to determine the properties and functionality of the goods. The consumer is not liable for the reduction of the value of the goods if the seller has not complied with the information obligation on the consumer's right to withdraw from the contract pursuant to reg. § 3 sec. 1 letter h) of Consumer Protection Act at Distance Sales.

10.14. The seller is obliged to return the purchase price to the buyer for the goods in the same way as the buyer used to pay, unless the buyer agrees to another method of refund without additional fees being charged to the buyer.

10.15. If the buyer withdraws from the contract and delivers the goods used, damaged or incomplete to the seller, the buyer undertakes to pay the seller:

- the value by which the value of goods within the meaning of reg. § 457 of the Civil Code in actual amount costs incurred by the seller in connection with the repair of the goods and their restoration calculated according to the price list for post-warranty service of goods.
- the Buyer is obliged to pay the Seller compensation in the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the Seller in accordance with this Clause and Business Terms.

10.16. In accordance with reg. § 7 sec. 6 of the Consumer Protection Act in Distance Sales, the buyer may not withdraw from the contract subject to:

- the sale of goods made to the specific requirements of the consumer, goods made to measure or goods specifically intended for one consumer, i.e. custom-made products,
- the sale of goods enclosed in protective packaging which is not suitable to be returned for reasons of health protection or for hygienic reasons and whose protective packaging has been broken upon delivery, i.e. healthcare products, in-ear headphones, underwear, etc.,
- the sale of audio, video recordings, audio-visual recordings, books or computer software sold in protective packaging, where the consumer has unpacked the packaging,
- provision of electronic content other than on a tangible medium if its provision has been initiated with the express consent of the consumer and the consumer has declared that he / she has been duly informed that, by expressing this consent, he / she loses the right of withdrawal.
- the sale of goods that have been assembled, folded, or used in a manner after the conclusion of the contract and receipt of the goods from the seller to the buyer in such a way that its resumption to the seller is not possible without increased effort and cost, e.g. folded or assembled furniture, etc.

10.17. Art. 10 of these Terms and Conditions of Sale expressly do not apply to entities that do not meet the definition of a consumer set out in reg. § 2 letter a) Act

## 11. Final provisions

11.1. In the event of the conclusion of a purchase contract in writing, any change thereof shall be in writing

11.2. The parties agree that communication between them will be in the form of e-mail messages.

11.3. Relationships not regulated by these Terms and Conditions are subject to the relevant provisions of the Civil Code, Act No. 22/2004 Coll. on e-commerce and on amendment of Act no. 128/2002 Coll. on State Control of the Internal Market in Consumer Protection Matters and on Amendments and Supplements to Certain Acts, as amended by Act No. 284/2002 Coll. as amended and Act No. 102/2014 Coll. on Consumer Protection in Distance Selling.

11.4. These terms and conditions of sale shall become effective against the buyer by entering into a purchase contract.

11.5. The buyer will be asked to check the box to confirm that he / she has become familiar with these terms and conditions, read them, understand their content and fully agree with them.

11.6 These General Terms and Conditions are valid effective from **20.05.2019** and cancel any previous versions of TC. Seller reserves the right to change TC without prior notice.

## 12. Alternative dispute resolution

12.1. The buyer has the right to ask the seller for redress if he / she feels that the seller has violated his / her rights or has not settled the claim so that he / she is also satisfied. If the seller does not respond or responds to the request within 30 days of the request, the consumer may submit an alternative dispute resolution to the ADR entity (hereinafter "ADR") pursuant to Act 391/2015 Coll. According to reg § 3 of Act 391/2015 Coll. ADR entities are bodies and legal entities. The proposal may be submitted by the consumer in the manner specified in reg § 12 of Act No. 391/2015 Coll. The application may also be submitted online through [platform of alternative dispute resolution RSO](#).

Alternative dispute resolution is reserved exclusively for the consumers of the natural person, not the buying entrepreneurs. The dispute is settled between the consumer and the seller who have concluded the distance contract and whose dispute is worth more than 20 euros. The maximum fee that ARS can claim is EUR 5 from the buyer to cover the costs.

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**Annex no. 1**
**Withdrawal from a distance purchase contract**

pursuant to § 7 and seq. Act no. 102/2014 Coll. on consumer protection in the sale of goods or services under a distance contract or off-premises contract on and amending certain laws

Seller	
<b>Company name:</b>	
<b>Street and No.:</b>	
<b>City and Country:</b>	
<b>ZIP:</b>	
<b>REG ID:</b>	
<b>TAX/VAT ID:</b>	
<b>Phone:</b>	
<b>E-Mail:</b>	

Buyer	
<b>Name and Surname:</b>	
<b>Street and No.:</b>	
<b>City and Country:</b>	
<b>ZIP:</b>	
<b>Phone:</b>	
<b>E-Mail:</b>	

This is to notify you that I am withdrawing from the concluded (select one):	
Purchase contract	
Service contracts	

The subject of the contract was purchased through the website:	

<b>I received a confirmed order number:</b>	
<b>Dated:</b>	
<b>Invoice No.:</b>	
<b>The goods and/or services have been delivered to me (delivery date):</b>	

I am requesting a refund (leave only one option):	
full invoice value (all invoiced goods are subject to withdrawal) or partial invoice value (only a part of the goods is subject to withdrawal)	



the name of the returned item, and the number of items (only if you are returning only part of the subject of the contract):	
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<b>Requested refund amount:</b>	
<b>Return the requested amount (leave it selected):</b>	
by postal order to my address (above)	
bank transfer, bank number / code or IBAN:	

If the goods are not part of the shipment, I acknowledge the fact that the seller is not obliged to return the money within 14 days from the date of delivery of the withdrawal, until the goods are delivered to him or do not prove the delivery of the goods.

I am obliged to send the goods to the seller within 14 days from the day of withdrawal at the latest.

In ..... Date .....

.....

Name and Surname  
(signature)

**Annex No. 2****Advice on the exercise of the buyer's right to withdraw from the contract of sale****1. Right of withdrawal**

You have the right to withdraw from this purchase agreement without giving a reason within 14 days.

The withdrawal period shall expire 14 days from the date when you or the third party designated by you, with the exception of the carrier, accept the goods.

When exercising the right of withdrawal from the purchase contract, please inform us about your decision to withdraw from this purchase contract by a clear statement (for example by letter sent by mail or e-mail) at Density Labs s.r.o., Veterná ulica 759/37, 900 67 Láb, Slovakia, [info@density.sk](mailto:info@density.sk)

For this purpose, you can use the specimen withdrawal form attached as Appendix no. 1 business and complaint terms. If you are interested, you can fill out and send out a sample withdrawal form or any other clear statement of withdrawal from the purchase agreement also electronically via the contact form on our website [www.density.sk](http://www.density.sk). If you use this option, we will immediately confirm receipt of the withdrawal from the purchase agreement by e-mail, respectively. on another durable carrier.

The withdrawal period is retained if you send a notice of exercise of the withdrawal right before the withdrawal period expires.

**2. The consequences of withdrawal**

In case of withdrawal from the purchase contract, we will refund all payments you paid in connection with the conclusion of the purchase contract, in particular the purchase price, including the cost of delivery to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest normal delivery method we offer (i.e. costs for EXPRESS delivery are not refunded), or to cover the costs of ancillary services if they have been the subject of a contract and have been fully provided. Payments will be refunded to you without undue delay and in any case no later than 14 days from the date of receipt of your notice of withdrawal from this Purchase Agreement. Their payment will be made in the same manner as you used for your payment, unless you explicitly agreed to any other payment without charging any additional charges.

Payment for the purchased goods will be paid to you only after delivery of the returned goods back to our address or upon presentation of the document proving the return of the goods, whichever comes first.

Return the goods to us or bring it to the registered office of the company without undue delay and in any case no later than 14 days from the date of exercise of the right of withdrawal. The period shall be deemed to be maintained if the goods are returned before the expiry of the 14-day period. You bear the direct cost of returning the goods.

Please note that in case of withdrawal from the purchase contract, you are responsible for any impairment of the goods due to the handling of the goods from the time of delivery to the time of return other than necessary to determine the nature, characteristics and functionality of the goods.