

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1. These general terms and conditions govern the rights and obligations of the parties arising from the contract of sale concluded between:

I. Basic data

Seller: Activstar s.r.o.

Piaristická 276/46, 911 01 Trenčín, ID No.: 47 876 085, VAT No.: 2024128194

Account number: 20544320/6500, Poštová banka, a.s.

Registered in the Register of the District Court of Trenčín, Section: Sro, Entry No. 30791/R

Contact details:

Tel: +421 904 262 747

mail: info@activstar.eu

(hereinafter referred to as the "Seller")

a

the Buyer, the subject of which is the purchase and sale of goods on the Seller's e-commerce website.

Supervisory authority: SOI Inspectorate for the Trenčín Region, Hurbanova 59, 911 01 Trenčín

Supervision Department

tel. 032/640 01 09

fax no. 032/640 01 08

e-mail: tn@soi.sk

Supervisory authority: Regional Veterinary and Food Inspectorate Púchov

Moravská 1343/29, 020 01 Púchov

tel. 042/463 1315, 042/471 0186, fax 042/464 1315

e-mail: riaditel.pu@svps.sk

Supervisory authority: Regional Public Health Office, Považská Bystrica

Slovenských partizánov 1130/50, 017 01 Považská Bystrica

tel. 042/4450 200, 042/4450 211, fax 042/4450 201

e-mail: pb.ruvz@uvzsr.sk

Address for complaints, withdrawals, suggestions and complaints:

Activstar s.r.o., Piaristická 276/46, 911 01 Trenčín, ID: 47 876 085, e-mail: info@activstar.eu

2. SUBJECT OF THE CONTRACT

The subject of the contract are only the items of goods and services (products) explicitly mentioned in the purchase contract - order. The quantities, characteristics, prices and other data contained on the Seller's website are binding.

The Seller undertakes to deliver to the Buyer:

- a product free from defects in accordance with the specification or with the characteristics usual for the type,
- product complying with the standards, rules and regulations in force in the Slovak Republic.

The Parties agree that by sending an order to the Seller, the Buyer confirms that he agrees that these General Terms and Conditions and their terms and provisions shall apply to all purchase contracts concluded on the e-commerce website operated by the Seller, on the basis of which the Seller shall deliver the product presented on the website to the Buyer (hereinafter referred to as the "Purchase Contract") and to all relations between the Seller and the Buyer, arising in particular from the conclusion of the Purchase Contract and the product complaint.

3. ORDER CANCELLATION

Cancellation of an order by the Buyer:

The Buyer shall have the right to cancel the order without giving any reason at any time prior to its binding confirmation and the Buyer shall also have the right to withdraw from the contract, the subject of which is the delivery of the Product, before the withdrawal period has started.

If the seller has provided the consumer with timely and proper information on the right of withdrawal pursuant to § 3(1)(h), the consumer shall be entitled to withdraw from the distance contract or the contract concluded away from the seller's business premises within 14 days from the date of receipt of the product, even without giving any reason.

The Seller may exercise the right for the performance incurred in the case of purchase of a product "made to order / customized", if the Buyer withdraws from the contract / cancels the contract before the delivery of the product by the Seller. The price for the performance actually provided shall be calculated on a pro rata basis based on the total price agreed in the contract.

Cancellation of the order by the seller:

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

- the order could not be confirmed in a binding manner (incorrect phone number, unavailable buyer, buyer does not respond to emails, etc.).

The General Terms and Conditions are an integral part of the purchase contract. In the event that the seller and the buyer conclude a written contract of sale in which they agree on terms and conditions that deviate from the General Terms and Conditions, the provisions of the contract of sale shall prevail over the General Terms and Conditions.

4. METHOD OF CONCLUDING THE SALES CONTRACT

1. The Purchase Contract is concluded by the Seller's binding acceptance of the Buyer's proposal to conclude the Purchase Contract in the form of an e-mail message sent by the Buyer to the Seller or in the form of a form completed and submitted by the Buyer on the Seller's website or in the form of a telephone order from the Buyer to the Seller (hereinafter referred to as the "Purchase Order").
2. Binding acceptance of the Buyer's Order by the Seller is a telephone or email confirmation or confirmation by private message by the Seller to the Buyer of the acceptance of the Order after the Buyer's prior acceptance of the Order, referred to as "Order Confirmation".
3. The binding acceptance of the order shall include details of the name and specification of the product the sale of which is the subject of the contract of sale, details of the price of the product and/or other services, the name and details of the place where and how the product is to be delivered and details of the price, terms, conditions, method and date of delivery of the product, or other details as the case may be.

5. RIGHTS AND OBLIGATIONS OF THE SELLER

1. The Seller shall:
 - (a) deliver the Product to the Buyer on the basis of an order confirmed by the Seller in the agreed quantity, quality and date,
 - b) ensure that the delivered product meets the obligations set out in the applicable legislation of the Slovak Republic,
 - c) hand over to the Buyer, together with the product, in written or electronic form at the latest, all documents necessary for the acceptance and use of the product and other documents prescribed by applicable law (data on the product's characteristics, instructions for assembly, operation, use, maintenance, safety warnings in the Slovak language, withdrawal form, warranty certificate/if required by the consumer, or if the Seller provides a longer warranty period than the statutory warranty period/proof of purchase of the product).
2. The Seller shall be entitled to the due and timely payment of the purchase price by the Buyer for the delivered product.

6. RIGHTS AND OBLIGATIONS OF THE BUYER

1. The consumer is entitled to withdraw from the contract without giving any reason in writing within fourteen days (Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or the Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises) from the date of receipt of the product or conclusion of the contract for the provision of the service. The withdrawal of the consumer from the contract shall cancel the contract from the outset.
2. The consumer:
 - (a) takes delivery of the product purchased or ordered,
 - (b) pays the agreed purchase price to the seller within the agreed due date, including the cost of delivery of the product,
 - c) confirms receipt of the product by email, by his signature or by the signature of a person authorised by him.

3. The consumer has the right to delivery of the product in the quantity, quality, date, manner and place agreed by the parties in the binding acceptance of the order.

7. DELIVERY TERMS

1. Methods of delivery of the product:

The delivery of the product is possible in the following way:

- delivery by courier

2. Price and payment.

When ordering the product and delivery. postage + packing together

The value of the total order from 1€ incl: 5,00 EUR

In the value of the total order from 160€ inclusive : 2,50 EUR

Current prices: <https://www.activstar.sk>

The delivery price is valid within the territory of the Slovak Republic and may vary according to the current shipping prices based on the contract of carriage price. When sending goods abroad, shipping costs are calculated individually on the basis of the contract on the price of shipping outside the Slovak Republic. At the same time, the price varies when sending a parcel on COD as well as the method of transport via Packet, Slovak Parcel or Alzabox.

The Buyer is obliged to pay the Seller the purchase price of the product agreed in the purchase contract at the time of conclusion of the purchase contract, including the cost of delivery of the goods (hereinafter referred to as the "purchase price") pursuant to Art. 18/1996 Coll. as amended by:

in cash, directly to the courier, to the delivery person, by credit card, by wire transfer to the Seller's account.

3. If the Buyer pays the Seller the purchase price by wire transfer, the date of payment shall be the day when the entire purchase price is credited to the Seller's account: 20544320/6500, VS: order number.
4. The Buyer is obliged to pay the Seller the purchase price for the agreed product within the period according to the purchase contract, but at the latest upon receipt of the product.
5. If the Buyer pays the Seller the purchase price for the product agreed in the Purchase Contract, the Buyer shall be entitled to withdraw from the Purchase Contract and to claim a refund of the purchase price only in accordance with the applicable laws of the Slovak Republic.
6. In the event that the Buyer fails to pay the Seller the full purchase price upon receipt of the product, the Parties agree that the Seller is entitled to withdraw from the Purchase Contract and to claim compensation from the Buyer for the costs incurred in ordering and delivering the unpaid product.
7. The prices of the product listed on the Seller's website are valid at the time of ordering.
8. The purchase price shall be deemed to have been paid by crediting the full purchase price to the Seller's account, in the case of payment by bank transfer to the Seller's account, or by paying cash to the courier.
9. The Seller reserves the right of ownership of the product until the purchase price is paid in full.

10. The proof of purchase issued on the basis of the purchase contract between the Seller and the Buyer is also a tax document.
11. Acceptance of the product by the buyer is in principle only possible after full payment, unless otherwise agreed.
12. To the price of the product is added the cost of transporting the product as stated in clause 7.2 above.
13. The Product is sold according to the Buyer's requirements and the Seller's displayed samples, catalogues, type sheets, sample books, placed on the Seller's e-commerce website.
14. Unless otherwise agreed between the Seller and the Consumer, the Seller is obliged to fulfil the Consumer's order within 30 days of its receipt.
15. The Buyer shall take delivery of the Product by the means specified in the Seller's acceptance of the Buyer's order.
16. The details of the products' characteristics, quantities and other data contained on the Seller's e-commerce website shall be binding data.
17. The place of delivery of the product shall be the place specified in the acceptance of the order by the Seller, unless the parties agree otherwise in the purchase contract.
18. The Seller shall deliver the Product to the Buyer at the address specified in the Purchase Agreement by the Buyer. The Product shall be deemed to have been delivered upon delivery of the Product to the address specified in the binding acceptance of the order.
19. If the Seller delivers the product to the Buyer at the place specified in the Purchase Contract by the Buyer, the Buyer shall take delivery of the goods in person or arrange for the goods to be taken over by a person authorised by the Buyer in his absence to take delivery of the goods specified in the Purchase Contract and sign a delivery and handover report. The third party authorised to take delivery of the goods referred to in the contract of sale shall be obliged to present the Seller with the original or a copy of the contract of sale and the proof of payment for the goods and a written power of attorney. If the delivery of the goods has to be repeated due to the absence of the Buyer at the place specified in the Purchase Contract, all costs incurred in this respect shall be borne by the Buyer, in particular the re-delivery of the goods to the place specified in the Purchase Contract. The goods shall be deemed to have been delivered at the moment of delivery of the goods to the address indicated in the binding acceptance of the order and accepted at the moment of physical receipt of the goods by the Buyer or his authorised representative or refusal to accept the goods, which shall be indicated by the carrier in the delivery and handover report.
20. The costs of removal are not included in the purchase price of the goods and the Seller is not obliged to provide these services to the Buyer.
21. If the Buyer inspects the product after delivery and finds that the product has any defects, the Buyer shall notify the Seller of this fact and file a product claim with the Seller or withdraw from the contract with the Seller.
22. If the seller fails to perform the contract because he cannot deliver the ordered product or service, he must inform the consumer immediately and refund the price paid for the product or the advance payment within 14 days, unless the seller and the consumer agree on an alternative performance. If the seller and the consumer do not agree on an alternative performance, the seller must reimburse all proven costs incurred by the consumer

in ordering the product or services. In the case of substitute performance, the seller is obliged to deliver the product or service to the consumer at the same quality and price.

8. ACQUISITION OF OWNERSHIP AND PASSING OF THE RISK OF DAMAGE TO THE GOODS

The buyer acquires ownership of the product only upon payment in full of the purchase price for the product.

9. COPYRIGHT

Copyright is governed by Copyright Act No. 185/2015 Coll. as amended.

10. WITHDRAWAL FROM THE PURCHASE CONTRACT

1. The Buyer is entitled to withdraw from the Purchase Contract within 14 days of receipt of the product without giving any reason in accordance with Section 7(1) of Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded outside the seller's business premises and on amendment and supplementation of certain acts.

The seller is obliged to take over the product and refund the consumer no later than within 14 days from the date of delivery of the withdrawal from the contract the price paid for the product, including the costs incurred by the consumer in connection with ordering the goods or services. The cost of returning the product shall be borne by the consumer.

The consumer may not withdraw from a contract the subject of which is:

- (a) the provision of a service, where the provision of the service has been commenced with the express consent of the consumer and the consumer has declared that he has been duly informed that the expression of such consent shall forfeit the right to withdraw from the contract once the service has been fully provided, and where the service has been fully provided,
- (b) the sale of goods or the provision of services the price of which depends on price movements on the financial market which are beyond the control of the seller and which may occur during the withdrawal period,
- (c) the sale of goods made to the consumer's specific requirements, custom-made goods or goods specifically intended for a single consumer,
- (d) the sale of goods which are subject to rapid deterioration or perishability,
- (e) the sale of goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been broken after delivery,
- (f) the sale of goods which, because of their nature, may be inextricably mixed with other goods after delivery,
- (g) the sale of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, the delivery of which can take place at the earliest after 30 days and the price of which depends on market price movements beyond the control of the seller,
- (h) the performance of urgent repairs or maintenance expressly requested by the consumer from the seller; this shall not apply to service contracts and contracts for the sale of goods other than spare parts

necessary for the performance of the repairs or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not order those services or goods in advance,

- (i) the sale of sound recordings, visual recordings, audio-visual recordings, books or computer software sold in protective packaging if the consumer has unwrapped that packaging,
- (j) the sale of periodicals, with the exception of sales under a subscription agreement, and the sale of books not supplied in protective packaging,
- (k) the provision of accommodation services for purposes other than accommodation, the transport of goods, the hire of cars, the provision of catering services or the provision of services relating to leisure activities and pursuant to which the seller undertakes to provide those services at an agreed time or within an agreed period,
- (l) the provision of electronic content other than on a tangible medium, where the provision of that content has been initiated with the express consent of the consumer and the consumer has declared that he has been duly informed that he loses the right of withdrawal by expressing that consent.

2. The buyer shall withdraw from the contract in writing. In the withdrawal from the contract of sale pursuant to the preceding paragraph of these General Terms and Conditions, the Buyer shall indicate the Buyer's identification, the order number and date, the exact specification of the product, the manner in which the Seller is to return the performance already received, in particular the account number and/or postal address.

At the same time as withdrawing from the contract of sale, the buyer is obliged to present/send/ send to the seller the product together with the accessories, including the documentation and the original proof of payment.

In the event that the Buyer withdraws from the contract and submits/sends/ sends to the Seller a product that could have been reasonably used, is in packaging that does not damage the goods and is complete, the Seller shall refund to the Buyer the purchase price already paid for the product indicated in the binding acceptance of the order, or within 14 days from the date of receipt of the withdrawal from the contract of sale and delivery of the product to the Seller by wire transfer to the Buyer's account designated by the Buyer.

3. The Seller shall refund to the Buyer the purchase price, including the costs incurred by the Buyer in connection with the ordering and delivery of the Product, in the event of a valid withdrawal from the Contract, provided that the Buyer submits to the Seller, together with the Product, written evidence of the costs incurred by the Buyer in connection with the ordering of the Product.

4. The costs incurred by the Buyer in connection with the ordering of the Product shall be deemed to be the costs of placing the order, in particular the cost of making the telephone call by which the Buyer made the proposal to conclude the purchase contract or the cost of connecting the Buyer to the Seller's website during which the Buyer filled in and submitted the order form on the website or wrote and sent an e-mail with the order of the Goods.

11. FINAL PROVISIONS

1. The Seller reserves the right to change these General Terms and Conditions. The obligation to give written notice of a change to these General Terms and Conditions is fulfilled by placing it on the Seller's e-commerce website.
2. If the contract of sale is concluded in writing, any modification must be in writing.

3. The Parties agree that communication between them shall be in the form of e-mail messages.
4. Relationships not governed by these General Terms and Conditions are subject to the relevant provisions of the following laws and regulations:
 - a. Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts,
 - b. Act No. 22/2004 Coll. on electronic commerce and on amendment and supplementation of Act No. 128/2002 Coll. (as amended),
 - c. Act No. 250/2007 Coll. No. 372/1990 Coll. on offences (as amended),
 - d. Act No. 40/1964 Coll. Civil Code (as amended).
5. These general terms and conditions shall come into force against the buyer upon conclusion of the purchase contract.
6. If the consumer withdraws from the contract, he/she shall bear the costs of returning the product to the seller pursuant to [Section 10\(3\) of](#) the Act and, if he/she withdraws from a distance contract, also the costs of returning the product which, due to its nature, cannot be returned by post.
7. Alternatively, the buyer shall be obliged to pay the seller the price for the actual performance provided pursuant to [Section 10\(5\) of](#) the Act if the consumer withdraws from the contract for services after having given the seller his express consent pursuant to [Section 4\(6\) of](#) the Act.
8. The seller shall comply with the code of conduct.
9. Duration of the contract - during the warranty period, the conditions for termination of the contract are as set out above.
10. Any disputes arising may be resolved out of court by mutual agreement.
11. The ownership of the subject of the contract shall pass to the buyer only after payment of all payments specified in the contract.
12. The Seller has the right to compensation for damages (according to § 420 et seq. of the Civil Code) if the Buyer ordered a product which he did not renew or did not withdraw from the contract and at the same time did not take over the product from the carrier, or after the Seller's invitation, if he chose personal collection, he did not take over the goods within the specified period for collection. By doing so, the buyer has breached his obligation, according to which the buyer is obliged to take delivery of the ordered goods.
13. When determining the amount of compensation according to the aforementioned point, the Seller shall take into account, in particular, the transport costs and related fees in the case of sending the product, the costs associated with packaging, shipping and administration of the order as well as all other costs incurred in the implementation of the order in question, and at the same time has the right to charge for lost profits.
14. The Seller is also entitled not to claim damages or to claim only part of the damages.

INSTRUCTION ON THE EXERCISE OF THE CONSUMER'S RIGHT OF WITHDRAWAL

1. Right of withdrawal.

You have the right to withdraw from this contract without giving any reason within 14 days.

The withdrawal period expires after 14 days from the date of receipt of the product.

When exercising your right of withdrawal, please inform us of your decision to withdraw from this contract by an unequivocal statement (e.g. by letter sent by post, fax or e-mail) to: info@activstar.eu

For this purpose, you can use the sample withdrawal form available at Activstar s.r.o., Piaristická 276/46, 911 01 Trenčín, ID No.: 47 876 085, or at:

https://www.activstar.sk/dokument/activstar/obchodne_podmienky/odstupenie-zmluvy-24-02.pdf

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

2. Consequences of withdrawal.

Upon withdrawal from the contract, we will refund all payments you have made in connection with the conclusion of the contract, in particular the purchase price, including the cost of delivery of the goods to you. The payments will be refunded to you without undue delay, at the latest within 14 days of the date on which we receive your notice of withdrawal from this contract. They will be refunded in the same way as you used for your payment, unless you have expressly agreed to a different method of payment, and without any additional charges being made.

3. If you wish, you may also complete and submit a sample withdrawal form or any other clear statement of withdrawal electronically via our website:

https://www.activstar.sk/dokument/activstar/obchodne_podmienky/odstupenie-zmluvy-24-02.pdf. If you use this option, we will promptly acknowledge receipt of your withdrawal on a durable medium (e.g. by email).

4. The time limit is deemed to have been observed if you send the product back before the expiry of the 14-day period.

You shall only be liable for any diminution in the value of the goods as a result of handling them in a manner other than that necessary to establish the nature, characteristics and functionality of the product.

5. The information contained in this instruction forms an integral part of a distance or off-premises contract concluded by the seller and may only be changed with the express consent of both parties.

6. By submitting an order and pressing the "order with payment obligation" button, the Buyer expressly confirms that he/she has been informed that the order includes the obligation to pay the price.

7. Immediately after the conclusion of the distance contract, and at the latest together with the delivery of the product, the Seller shall provide the Consumer with a confirmation of the conclusion of the contract on a durable medium.

The confirmation shall include:

- all the information referred to in Article 3(1) of the Act, unless the seller has already provided that information to the consumer on a durable medium before the conclusion of the distance contract.

8. The buyer may also withdraw from the contract, the subject of which is the delivery of the product, before the withdrawal period has started.

9. The buyer may exercise the right of withdrawal pursuant to [Article 7\(1\) of](#) the Act with the seller in paper form or in the form of a record on another durable medium; if the contract was concluded orally, any unequivocally worded statement by the consumer expressing his or her wish to withdraw from the contract shall be sufficient to exercise the consumer's right of withdrawal from the contract.

The consumer may use the withdrawal form given to him by the seller.

10. The withdrawal period shall be deemed to have been complied with if the notice of withdrawal is sent to the seller no later than on the last day of the period referred to in Article 7(1) of the Act.
11. The burden of proof of the exercise of the right of withdrawal shall be borne by the buyer.

Obligations of the seller in the event of withdrawal

1. The Seller is obliged to return to the Buyer without undue delay, at the latest within 14 days from the date of receipt of the notice of withdrawal, all payments received from the Buyer under or in connection with the Contract; this is without prejudice to the provisions [of Section 8\(5\) of](#) the Act.
2. The seller shall be obliged to return the payments referred to in paragraph 1 to the buyer in the same way as the consumer used for his payment. This is without prejudice to the right of the buyer to agree with the seller on another method of payment, provided that no additional charges are levied on the buyer in connection therewith.
3. The Seller shall not be obliged to reimburse the Buyer for additional costs if the Buyer has expressly chosen a method of delivery other than the cheapest normal method of delivery offered by the Seller. Additional costs means the difference between the cost of delivery chosen by the Buyer and the cost of the cheapest normal method of delivery offered by the Seller.
4. On withdrawal from a contract for the sale of a product, the seller shall not be obliged to reimburse the buyer for the payments referred to in paragraph 1 before the product has been delivered to the buyer or until the consumer proves that the product has been sent back to the seller, unless the seller proposes to collect the product in person or through a person authorised by the seller to collect the product from the buyer.

Obligations and rights of the consumer upon withdrawal

1. The buyer must send the product back or hand it over to the seller no later than 14 days from the date of withdrawal. This does not apply if the seller proposes to collect the product personally or through a person authorised by the seller. The time limit referred to in the first sentence shall be deemed to have been complied with if the product has been handed over for carriage no later than the last day of the time limit.
2. In the event of withdrawal from the contract, the buyer shall bear only the costs of returning the product to the seller or to the person authorised by the seller to take delivery of the product. This does not apply if the seller has agreed to bear them himself or if he has not fulfilled his obligation under [Article 3\(1\)\(i\) of](#) the Act.
3. The buyer shall only be liable for any diminution in the value of the product resulting from handling of the product which goes beyond that necessary to establish the characteristics and functionality of the product. The buyer shall not be liable for any diminution in the value of the product if the seller has failed to comply with the information obligation on the consumer's right of withdrawal pursuant to [Article 3\(1\)\(h\) of](#) the Act.