

General Terms and Conditions

I. Introduction

1. These General Terms and Conditions (hereinafter referred to as the **"GTC"**) govern the contractual relationship, the subject of which is the sale and purchase of the goods based on the contract concluded via the e-commerce www.pewas.com (hereinafter referred to as the **"Contract"**), unless otherwise agreed in writing by the parties to the Contract.
2. The provider of the e-commerce and the seller is the company P e W a S s.r.o. with its registered office at Vansovej 2, 811 03 Bratislava, Company No.: 31 332 013, Tax No.: SK2020315198, VAT No.: 2020315198, registered in the Commercial Register of the Municipal Court of Bratislava III, Section Sro, Insert No. 3456/B (hereinafter referred to as the **"Seller"**).
3. Any natural person or legal entity, irrespective of whether it is the consumer or another entrepreneur (hereinafter referred to as the **"Buyer"**), may conclude the Contract with the Seller, the subject of which is the purchase of the goods via the e-commerce www.pewas.com.
4. In these GTC, the consumer is the natural person who, in connection with the Contract and the obligations arising from it, does not act as part of its business or profession (hereinafter referred to as the **"Consumer"**).
5. In these GTC, the e-commerce means the website www.pewas.com, where the Seller offers its goods and enables the Buyer to send the Seller the proposal for concluding the Contract through it (hereinafter referred to as the **"e-commerce"**).
6. The Seller can be contacted by phone at +421 2 482 69 350 or by e-mail at info@pewas.sk.
7. To apply the rights of liability for product defects, to withdraw from the Contract, to request remedy or to submit any other action to the Seller it is possible to contact the Seller at the address Tomášikova 19, 821 02 Bratislava or by e-mail to the e-mail address info@pewas.sk.
8. The supervisory authority is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), SOI Inspectorate for the Bratislava Region, located at Bajkalská 21/A, P.O. Box 5, 820 07 Bratislava.

II. Order and conclusion of the Contract

1. The Goods offered in the e-commerce (hereinafter referred to as the **"Goods"**) are normally supplied by the Seller and are available within the delivery period pursuant to Article VI, paragraph 2 of these GTC. The main characteristics of the specific Goods are indicated directly in the e-commerce.
2. The Buyer orders the Goods by completing and submitting the form in the e-commerce (hereinafter referred to as the **"Order"**).
3. No later than at the beginning of the process of creating the Order by the Consumer, the Seller shall ensure that the online platform is marked with clear and readable information about any restrictions on the delivery or provision of the Goods and information about the payment methods that the Consumer may use to pay the purchase price.
4. To create the Order, it is necessary for the Buyer to select the desired Goods, their quantity, method of delivery and method of payment. By confirming the Order, the Buyer submits to the Seller the binding proposal for the conclusion of the Contract.
5. By sending the Order to the Seller, the Buyer confirms its consent that these GTC will apply to the Contract concluded between the Buyer and the Seller in the e-commerce, including the claim of the Goods, and that the Buyer has been informed that after sending the Order, the Buyer is obliged to pay the purchase price (by ticking "Order with payment obligation").
6. By sending the Order to the Seller, the Consumer also confirms that the Seller has timely and properly fulfilled its information obligations under the provisions of Section 5 and Section 15 of the Slovak Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Additions to Certain Acts (hereinafter referred to as the **"Consumer Protection Act"**).
7. The Contract shall be deemed to be concluded upon acceptance of the Order by the Seller, of which the Buyer shall be informed by e-mail notification, which shall be sent by the Seller to the Buyer without undue delay after acceptance of the Order and verification of the availability and delivery date of the Goods.
8. Acceptance of the Order pursuant to the preceding paragraph shall include the unique Order number, the name, quantity and purchase price of the Goods ordered, the method and price of delivery and the total price of the Order. The copy of these GTC shall be delivered to the Buyer together with the acceptance of the Order.
9. The order in which received Orders are processed shall be determined by the Seller.
10. The costs incurred by the Buyer when using remote methods of communication in connection with the conclusion of the Contract (e.g. internet connection costs or telephone communication costs) shall be borne by the Buyer.
11. Any communication related to the Order, or the Contract shall be addressed by the Seller to the Buyer at the e-mail address specified by the Buyer in the Order.

III. Cancellation of the Order and changes to the Contract

1. The Buyer may cancel ("annul") the Order up to the moment of its acceptance by the Seller, either by telephone or in writing (by e-mail or by post). The cancellation of the Order shall be confirmed by the Seller to the Buyer by telephone or in writing (by e-mail or post).
2. The Buyer may request the Seller to change or cancel the Order by telephone or in writing (by e-mail or post) even after the Seller has accepted the Order, but always before the Goods are dispatched. The Seller shall promptly notify the Buyer by telephone or in writing (e-mail or post) whether it accepts the request; this shall be without prejudice to the Consumer's right to withdraw from the Contract.
3. The Seller shall be entitled to unilaterally cancel the Order which cannot be bindingly accepted due to incorrect data provided by the Buyer on the Order, in particular the incorrect e-mail or telephone number of the Buyer or if the data provided by the Buyer

on the Order appears to be obviously incorrect or false or if it is not possible to notify and/or send the Buyer the binding acceptance of the Order.

4. The Seller shall, within 14 days of cancellation of the Order, refund to the Buyer all payments already received from the Buyer in relation to the cancelled Order by the same method as payment was made by the Buyer.
5. The Seller shall not be obliged to enter the Contract with the Buyer.

IV. Consumer's withdrawal from the Contract

1. The Consumer is entitled to withdraw from the Contract in accordance with the provisions of Section 19 et seq. of the Consumer Protection Act. The Consumer shall be entitled to withdraw from the Contract within 14 days from the date of receipt of the Goods, i.e. from the date on which the Consumer or the person authorised by the Consumer (excluding the carrier) has received (i) all parts of the ordered Goods, (ii) the Goods which were delivered last if the Goods ordered by the Consumer in one Order are delivered separately, (iii) the last part or the last piece if the Goods are delivered in multiple parts or pieces, (iv) the first Goods if the Goods are delivered repeatedly over the period (hereinafter referred to as the "**Withdrawal Period**"), without giving any reason.
2. The Consumer may also withdraw from the Contract before the Withdrawal Period commences.
3. When exercising the right to withdraw from the Contract, the Consumer is obliged to inform the Seller of its decision to withdraw from the Contract by the unambiguous statement, by letter sent to the address Tomášikova 19, 821 02 Bratislava or by e-mail sent to the e-mail address info@pewas.sk. For this purpose, the Consumer may use the sample withdrawal form available at www.pewas.com.
4. The Withdrawal Period shall be preserved if the Consumer sends the notice of exercising the right to withdraw from the Contract on the last day of the Withdrawal Period.
5. In case of doubt as to delivery, the notice of withdrawal sent by the Consumer shall be deemed to have been delivered by the expiry of the time appropriate to the method of delivery used, if the Consumer can prove that the notice of withdrawal was sent to the address specified in paragraph 3 of this Article of the GTC. The notice of withdrawal from the Contract shall be deemed to have been delivered on the date of its dispatch to the Seller at the address referred to in paragraph 3 of this Article of the GTC, if the postal item containing the notice of withdrawal from the Contract cannot be delivered to the Seller for reasons pursuant to Act No. 324/2011 Coll. on Postal Services and on Amendment and Addition of Certain Acts.
6. The Consumer may withdraw from the Contract only in relation to the specific Good or Goods, if the Seller has delivered several Goods based on the Contract.
7. The Consumer shall bear the burden of proving of exercising the right to withdraw from the Contract.
8. The Consumer is obliged to send the Goods back or hand them over to the Seller no later than within 14 days from the date of withdrawal from the Contract to the address Tomášikova 19, 821 02 Bratislava. The deadline for return of the Goods by the Consumer shall be deemed to have been preserved if the Goods were handed over for shipping no later than on the last day of this time limit. The Consumer is obliged to deliver to the Seller the Goods together with the accessories including the documentation.
9. The Seller shall without undue delay, no later than 14 days from the date of receipt of the notice of withdrawal from the Contract, refund to the Consumer all payments received from the Consumer under or in connection with the Contract, including the cost of transport, delivery and postage and other costs and fees to the extent corresponding to the withdrawal from the Contract, by the same method as used by the Consumer in their payment. This shall not apply to additional costs if the Consumer has chosen the delivery method other than the cheapest normal delivery method offered by the Seller, where additional costs mean the difference between the cost of delivery chosen by the Consumer and the cost of the cheapest normal delivery method offered by the Seller. The Seller shall not be obliged to refund such payments to the Consumer before the Goods have been delivered to the Consumer or until the Consumer has provided proof that the Goods have been dispatched back to the Seller.
10. Upon cancellation of the Contract, the Consumer shall bear the cost of returning the Goods, including the cost of returning Goods which, due to their nature, cannot be returned by post.
11. The Consumer shall be liable for any decrease in the value of the Goods resulting from handling of the Goods which is beyond the handling necessary to establish the nature, characteristics and functionality of the Goods.
12. If the Buyer improperly withdraws from the Contract, the Seller shall return the Goods to the Buyer. The cost of such return of the Goods shall be borne by the Buyer.
13. Pursuant to the provisions of Section 19 (1) of the Consumer Protection Act, the Consumer cannot withdraw from the Contract, the subject of which is in particular:
 - a) the delivery or provision of the Goods, the purchase price of which depends on price movements on the financial market which cannot be influenced by the Seller, and which may occur during the Withdrawal Period,
 - b) the supply of the Goods manufactured to the Consumer's specifications or the custom-made Goods,
 - c) delivery of the Goods which are subject to rapid quality deterioration or perishability,
 - d) delivery of the Goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons if the protective packaging has been breached after delivery,
 - e) delivery of the Goods which, by their nature, may be inseparably mixed with other Goods after delivery.

V. Purchase price and payment terms

1. The purchase and unit prices of the Goods in the e-commerce are inclusive of value added tax, unless otherwise expressly stated. If any other costs (for transport, delivery, postage and other costs and charges) are added to the price of the Goods, the Buyer shall be informed of the amount thereof at the latest before the Order is sent to the Seller.

2. The cost of delivery of the Goods shall be borne by the Buyer in the amount of:
 - a) delivery in the Czech Republic: EUR 3.49 for each Order,
 - b) delivery in the Slovak Republic: EUR 2.39 for each Order.
3. The Buyer is obliged to pay the Seller the purchase price of the Goods and, if applicable, other costs agreed in the Contract by online payment by card immediately after sending the Order.
4. The Seller is obliged to deliver the invoice to the Buyer together with the Goods in written or electronic form at the latest.
5. The date of payment shall be deemed to be the date on which the entire purchase price has been credited to the Seller's account.
6. If the Buyer pays to the Seller the purchase price for the ordered Goods, the Buyer is entitled to withdraw from the Contract and to demand the refund of the purchase price only in accordance with generally binding legal regulations.

VI. Delivery terms

1. Based on the accepted Order, the Seller shall deliver the Goods to the Buyer in the agreed quantity, quality and date and pack or equip them for transport in such the way as to ensure their protection. The Seller is also obliged to ensure that the delivered Goods meet the conditions set out in generally binding legal regulations.
2. The Seller is obliged to deliver the Goods to the Buyer within the period of no later than 30 days from the conclusion of the Contract, i.e. from the acceptance of the Order. The Buyer shall be entitled to withdraw from the Contract in case of non-delivery of the Goods by the Seller within the aforementioned period.
3. If the Seller is not able to deliver the Goods within the time limit under paragraph 2 of this Article of the GTC, the Seller is obliged to contact the Buyer by telephone or e-mail, inform the Buyer of this fact and agree with the Buyer further action, which may be cancellation of the Order and refund of payment or extension of the delivery period.
4. The Seller is obliged to hand over to the Buyer the documents necessary for the acceptance and use of the Goods and, if applicable, other documents provided for by generally binding legal regulations (warranty certificate, delivery note, invoice) together with the Goods in written or electronic form at the latest.
5. The Seller delivers the Goods through Packeta Slovakia s.r.o. in the Slovak Republic and through Zásilkovna s.r.o. in the Czech Republic.
6. The Buyer is obliged to take delivery of the Goods at the place specified as the place of delivery in the Order, unless otherwise agreed with the Seller in writing (by e-mail or post) or by telephone.
7. The Buyer is obliged to check the Goods immediately after delivery. If the Buyer shall find out that the Goods are mechanically damaged, the Buyer is obliged to notify Packeta Slovakia s.r.o./Zásilkovna s.r.o. and check the status of the Goods in its presence. If the Goods are found to be damaged, the Buyer is entitled to refuse to accept the Goods. The Seller shall agree with the Buyer the method of handling such complaint without delay.
8. The Goods shall be deemed to have been delivered at the moment of physical acceptance of the Goods by the Buyer, or by the person authorised by the Buyer, or refusal to accept the Goods, which Packeta Slovakia s.r.o./Zásilkovna s.r.o. shall indicate in the protocol of delivery and handover of the Goods or by failure to accept the Goods within the time limit specified by Packeta Slovakia s.r.o./Zásilkovna s.r.o., unless otherwise specified by these GTC in the event of the Goods being taken over by the Consumer.
9. The Buyer acquires the ownership right to the Goods only by full payment of the purchase price for the Goods or by taking possession of the Goods, whichever is later. Upon acceptance of the Goods, the risk of accidental destruction and accidental damage shall pass to the Buyer.
10. Until the transfer of the ownership right from the Seller to the Buyer, who has possession of the Goods, the Buyer shall have all the obligations of the custodian of the Goods and shall be obliged to store the Goods securely at its own expense and mark them so that they are always identifiable as the Seller's Goods.
11. The ownership of the Goods and the risk of accidental destruction, accidental damages and loss of the Goods shall pass to the Consumer at the time of delivery.

VII. Liability for the defects, handling of the complaints and the suggestions

1. The conditions of the warranty for the Goods or the conditions of applying claims for defects in the Goods purchased in the e-commerce by the Consumer are set out in the Complaints Procedure.
2. The rights and obligations arising from the application of claims for the defects in the Goods as well as the procedure and the manner of handling these claims shall in other cases be governed by the relevant provisions of the Slovak Act No. 513/1991 Coll., the Commercial Code (hereinafter referred to as the "**Commercial Code**") and other related legal regulations governing the application of claims for the defects in the Goods between entrepreneurs.
3. Any other requests and suggestions of the Consumer that are not claims shall be handled by the Seller immediately after their receipt and the Seller shall inform the Consumer about the result of their handling within 30 days from the date of their receipt by the same means of communication as they were delivered to the Seller.

VIII. Alternative Dispute Resolution

1. The Consumer has the right to submit the request for remedy to the Seller if the dispute arises between the Consumer and the Seller arising from the application of rights under liability for the defects or if the Consumer believes that the Seller has violated other rights of the Consumer.

2. The Consumer shall have the right to submit the proposal for the initiation of Alternative Dispute Resolution to the Alternative Dispute Resolution Organisation if the Seller has responded to the request under paragraph 1 of this Article of the Complaints Policy in the negative manner or has not responded to it within 30 days from the date of its dispatch.
3. Alternative Dispute Resolution is the procedure of the Alternative Dispute Resolution Organisation aimed at reaching the amicable settlement of the dispute between its parties, i.e. between the Consumer and the Seller.
4. The Alternative Dispute Resolution Organisation is, within the meaning of generally binding legal regulations, the Slovak Trade Inspection, Bajkalská 21/A, 827 99 Bratislava 27, www.soi.sk or another authorized entity registered in the list of Alternative Dispute Resolution Organisations held by the Ministry of Economy of the Slovak Republic, which is available at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.
5. The Consumer can find out about the terms and conditions and the Alternative Dispute Resolution platform at: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>.
6. The consumer can also submit the proposal for the initiation of the alternative dispute resolution through the alternative dispute resolution platform - see Art. 14(1) and (2) of Regulation (EU) No 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on online dispute resolution for consumer disputes) (OJ L 165, 18.6.2013). Link to the platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
7. The European Consumer Centres Network in the Consumer's country can explain the Consumer's rights, help the Consumer to resolve the dispute with the Seller based in another EU country, Iceland or Norway and tell the Consumer who to contact if they cannot help. The European Consumer Centres Network is the network of independently run offices co-funded by the European Commission: https://ec.europa.eu/info/live-work-travel-eu/consumer-rights-and-complaints/resolve-your-consumer-complaint/european-consumer-centres-network-ecc-net_en#how-ecc-net-works.

IX. Data Protection

1. The Seller processes personal data of the Buyer and other persons in the conclusion and performance of the Contract and when exercising claims thereunder, or in other activities related to the operation of the e-commerce, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Information is available on the website <https://www.pewas.com/files/8-osobne-udaje.pdf> to properly inform data subjects about the scope, purpose and duration of the processing of their personal data.
2. If the Buyer also provides the Seller with personal data of other persons, the Buyer must have the adequate legal basis for such provision of personal data, the existence of which the Buyer is obliged to demonstrate to the Seller upon request. The Buyer is also responsible for the fact that such persons have been informed in advance about the provision of their personal data to the Seller, as well as that information about the processing of personal data by the Seller is published on the e-commerce website.

X. Final Provisions

1. The Seller reserves the right to change these GTC at any time without prior notice. Any changes to these GTC shall take effect on the date of their publication on the website www.pewas.com. The legal relations arising from the Contract shall always be governed by the GTC in force at the time of acceptance of the Goods Order.
2. These GTC are the integral part of the Contract. If the Seller and the Buyer conclude the separate written Contract in which they agree on terms and conditions different from these GTC, the provisions of the Contract shall prevail over the provisions of these GTC.
3. Issues not expressly addressed by these GTC and/or the Contract shall be governed by the law of the Slovak Republic, in the case of the legal relationship between the Seller and the Consumer, in particular by the Slovak Act No. 40/1964 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**") and the Consumer Protection Act, and in the case of the legal relationship between the Seller and the Buyer, who is the entrepreneur, in particular by the Commercial Code.

In Bratislava, 01.07.2024