

## General Terms and Conditions

### I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as the "GTC") govern the relationship, the subject of which is the sale of goods under a contract concluded via e-commerce located at [www.pewas.com](http://www.pewas.com) (hereinafter referred to as the "Contract"), unless the parties agree otherwise in writing.
2. The e-commerce operator and the seller is the company P e W a S s.r.o. with its registered office at Vansovej 2, 811 03 Bratislava, Id. No: 31 332 013, VAT Id. No.: SK2020315198, Tax Id. No: 2020315198, registered with the District Court Bratislava I, Section Sro, Insert No. 3456/B (hereinafter referred to as the "Seller").
3. Any natural or legal person, regardless of whether he/she is a consumer or another entrepreneur (hereinafter referred to as the "Buyer"), may conclude the Contract with the Seller, the subject of which is the sale of goods via the e-commerce located at website [www.pewas.com](http://www.pewas.com).
4. In these GTC, the consumer is a natural person who does not act within the scope of its business, employment or profession when concluding and performing the Contract.
5. In these GTC, the e-commerce means the website [www.pewas.com](http://www.pewas.com), which offers the Seller's goods and allows the Buyer to send the Seller a proposal for the conclusion of the Contract (hereinafter referred to as "e-commerce").
6. The Seller may be contacted by phone at +421 2 482 69 350 or by e-mail at [e-shop@pewas.sk](mailto:e-shop@pewas.sk).
7. Making a claim, filing a complaint, or sending any other application to the Seller is possible at the address Tomášikova 19, 821 02 Bratislava or by e-mail to the e-mail address [e-shop@pewas.sk](mailto:e-shop@pewas.sk).
8. The supervisory authority is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), SOI Inspectorate Bratislava Region, based 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 features 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. To create the Order, it is necessary to select the required Goods by the Buyer, their quantity, way of delivery and payment. By confirming the Order, the Buyer submits to the Seller a binding proposal for the conclusion of the Contract.
4. By submitting the Order to the Seller, the Buyer confirms his/her consent that these GTC will apply to the Contract concluded between him/her and the Seller via the e-commerce website, including the Goods complaint, and that he/she has been informed that after submitting the Order he/she is obliged to pay the purchase price (by clicking "Order with payment obligation").
5. By submitting the Order to the Seller, the Buyer who is the consumer also confirms that the Seller has timely and properly fulfilled its information obligations under the Section 3 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 away from the seller's business premises (hereafter referred to as the "Act on Consumer Protection in Distance Contract").
6. 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 sent by the Seller to the Buyer without undue delay after receiving of the Order and verification of the availability and delivery date of the Goods.
7. The acceptance of the Order pursuant to the preceding paragraph shall include the unique Order number, the date and time of receipt of the Order into the Seller's system, the specification, quantity and price of the ordered Goods, the way and price of delivery, the total price of the Order and information on the delivery time. The Buyer shall also receive a copy of these GTC with the acceptance of the Order.
8. The Seller is entitled to determine the order in which the received Orders will be processed.
9. Any costs incurred by the Buyer when using communication means to conclude the Contract (e.g., internet connection costs or phone costs) shall be borne by the Buyer.
10. 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 the Order up to the moment of its acceptance by the Seller, either by phone or in writing (by e-mail or by post). The Seller shall confirm the cancellation of the Order to the Buyer by phone or in writing (by e-mail or by post).
2. The Buyer may request the Seller to change or cancel the Order by phone or in writing (by e-mail or by post) even after the Seller has accepted the Order, but always before the Goods are dispatched. The Seller shall promptly notify the Buyer by phone or in writing (by e-mail or by post) whether the request is accepted or not; this shall be without prejudice to the right of the Buyer who is a consumer to withdraw from the Contract.
3. The Seller is entitled to cancel the Order

- a) that cannot be accepted due to incorrect data provided in the Order, in particular an incorrect e-mail or phone number of the Buyer or if the data provided by the Buyer in the Order appears to be obviously incorrect or false or if it is not possible to notify and/or send a binding acceptance of the Order to the Buyer; or
  - b) if the ordered Goods are no longer produced or delivered or the price of the supplier of the Goods has changed significantly or for reasons of force majeure, even the Order already accepted; the Seller is obliged to contact the Buyer by phone or in writing (by e-mail or by post) to agree on the next course of action.
4. Within 14 days of cancellation of the Order the Seller shall refund to the Buyer all payments already received from the Buyer in respect of the cancelled Order in the same manner as payment was made by the Buyer.
  5. The Seller is not obliged to conclude the Contract with the Buyer.

#### **IV. Withdrawal of the consumer from the Contract**

1. The consumer shall be entitled to withdraw from the Contract pursuant to Section 7 of the Act on Consumer Protection in Distance Contract.
2. The consumer shall be entitled to withdraw from the Contract within 14 days from the date on which he/she or a person authorised by him/her took over the Goods or the goods delivered last if the Goods ordered by the consumer in a single Order are delivered separately (hereinafter referred to as the "withdrawal period"), without giving any reason.
3. The consumer shall be entitled to withdraw from the Contract also before the withdrawal period started.
4. When withdrawing from the Contract, the consumer shall be obliged to inform the Seller of his/her decision to withdraw from the Contract by an unambiguous statement sent by letter to the address Tomášikova 19, 821 02 Bratislava or by e-mail to the e-mail address [e-shop@pewas.sk](mailto:e-shop@pewas.sk). For this purpose, the consumer may use the withdrawal form.
5. The withdrawal period is met if the consumer sends a notice of withdrawal before the withdrawal period expires.
6. The consumer shall be obliged to send the Goods back or hand them over to the Seller no later than within 14 days from the date of withdrawal to the address at Tomášikova 19, 821 02 Bratislava. The return period is met if the Goods have been handed over for shipment no later than on the last day of this period. The consumer shall be obliged to deliver to the Seller the Goods together with the relevant documentation, instructions, warranty certificate, proof of payment, etc.
7. The Seller shall without undue delay, and no later than 14 days from the date of receipt of the notice of withdrawal, refund to the consumer all payments received from the consumer under or in connection with the Contract, including transport, delivery and other costs and charges in the same manner as payment was made by the consumer. This does not apply to additional costs if the consumer has chosen a way of delivery other than the cheapest one offered by the Seller. The Seller shall not be obliged to refund any payment to the consumer before the Goods are delivered to the Seller or until the consumer proves that the Goods have been sent back to the Seller.
8. The cost of returning the Goods shall be borne by the consumer.
9. The Seller shall bear the costs of returning the Goods if the consumer has withdrawn from the Contract because the delivered Goods do not have the characteristics that the consumer has expressed interest in and that match the description provided by the Seller in the e-commerce. The Seller shall also bear all costs reasonably incurred by the consumer in connection with such Contract.
10. The consumer shall only be liable for any reduction in the value of the Goods resulting from handling of the Goods beyond that necessary to establish the characteristics and functionality of the Goods.
11. If the consumer withdraws from the Contract and has no right to do so, the Seller shall return the Goods to the consumer. The consumer shall bear the cost of such return of the Goods.
12. Pursuant to Section 7 (6) of the Act on Consumer Protection in Distance Contract, the consumer shall not be entitled to withdraw from the Contract, the subject of which is in particular:
  - a) the sale of Goods which have been made/adapted to the specific requirements of the consumer, the custom-made Goods or Goods designed specifically for one consumer,
  - b) the sale of Goods which are perishable or rapidly deteriorating,
  - c) the sale of Goods which, by their nature, may be inextricably mixed with other Goods after delivery,
  - d) the sale of Goods enclosed in protective packaging which have been damaged after delivery and it is not appropriate for hygiene or health reasons to return such Goods,
  - e) the sale of sound recordings, visual recordings, audio-visual recordings, books, or computer software where the consumer has broken/unwrapped the original protective packaging,
  - f) the sale of periodicals except under a subscription agreement and the sale of books not supplied in protective packaging.

#### **V. Price and payment terms**

1. The prices of the Goods in the e-commerce include the VAT, unless otherwise expressly stated. If any other costs are added to the price of the Goods, the Buyer shall be informed of the amount of such costs before sending the Order to the Seller at the latest.
2. The cost of delivery of the Goods shall be borne by the Buyer in the amount:
  - a) Delivery in the Czech Republic: 120,- CZK for each Order,
  - b) Delivery in the Slovak Republic: 4,69 EUR 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 card immediately after submitting the Order.
4. The Seller is obliged to deliver to the Buyer the tax invoice together with the Goods at the latest in written or electronic form. This tax invoice also serves as a warranty certificate.
5. The date on which the full price has been credited to the Seller's account shall be deemed as the date of payment.
6. Once the Buyer pays to the Seller the price for the ordered Goods, he shall be entitled to withdraw from the Contract and to demand a refund of the price only in accordance with the law.

## **VI. Delivery terms**

1. Based on the accepted Order, the Seller shall be obliged to deliver the Goods to the Buyer in the agreed quantity, quality, and date and to pack them for transport to ensure their protection. The Seller is also obliged to ensure that the delivered Goods meet the conditions set out in the law.
2. The Seller shall be obliged to deliver the Goods to the Buyer within 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 if the Goods will not be delivered in such period.
3. If the Seller shall be unable to deliver the Goods within the period under paragraph 2, the Seller shall contact the Buyer by phone or by e-mail, inform the Buyer of this fact and agree with the Buyer the next course of 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 (warranty certificate, delivery note, tax invoice) together with the Goods in written or electronic form.
5. The Buyer is obliged to accept the ordered Goods and to confirm the acceptance of the Goods in the delivery or transport note with his/her signature or the signature of person authorised by him/her.
6. The Seller delivers the Goods through Packeta Slovakia s.r.o. to the Slovak Republic and through the company Zásilkovna s.r.o. to the Czech Republic..
7. The Buyer is obliged to hand over the Goods at the place designated as the place of delivery in the Order, unless otherwise agreed with the Seller in writing (by e-mail or by post) or by phone.
8. The Buyer is obliged to check the Goods immediately upon delivery. If the Buyer discovers that the Goods are mechanically damaged, the Buyer is obliged to notify Packeta Slovakia s.r.o./Zásilkovna s.r.o. If the Goods are found to be damaged, the Buyer shall be entitled to refuse to accept the Goods. The Seller shall agree with the Buyer the way of handling such complaint without delay.
9. The Goods shall be deemed to have been delivered at the moment of physical acceptance of the Goods by the Buyer, or by a person authorized by him/her, or refusal to accept the Goods, which Packeta Slovakia s.r.o./Zásilkovna s.r.o. shall indicate in the protocol of delivery and handing over of the Goods, or by its non-acceptance within the period specified by Packeta Slovakia s.r.o./Zásilkovna s.r.o.
10. The Buyer acquires the ownership right to the Goods only upon payment in full of the purchase price for the Goods or upon acceptance of the Goods, whichever is later. Upon acceptance of the Goods, the risk of accidental destruction and accidental deterioration shall pass to the Buyer.
11. Until the transfer of ownership rights from the Seller to the Buyer who has possession of the Goods, the Buyer shall have all the obligations of a bailee 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.

## **VII. Liability for defects, handling of complaints and suggestions**

1. The terms of the warranty and the terms of complaints arising from defects in the Goods purchased by the consumer via e-commerce are set out in the [Complaint Procedure](#).
2. The rights and obligations arising from the application of complaints from defects in the Goods as well as the procedure and way of handling of such complaints in other cases shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, and other related legislation governing the application of complaint from defects in goods between business entities.
3. Claims and suggestions of consumers that are not complaints 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 who believes that the Seller has not handled his/her complaint in accordance with generally binding legal regulations or has otherwise violated his/her rights may, pursuant to Act No. 391/2015 Coll. to submit a proposal for the initiation of an alternative dispute resolution.
2. The alternative dispute resolution is a procedure of an alternative dispute resolution entity, the aim of which is to achieve a settlement of the dispute between its parties, i.e., between the consumer and the Seller,
3. The authority of alternative dispute resolution is the Slovak Trade Inspection (Slovenská obchodná inšpekcia), Bajkalská 21/A, 827 99 Bratislava 27, [www.soi.sk](http://www.soi.sk) or another competent authorized legal person registered in the list of subjects

of alternative dispute resolution maintained by the Ministry of Economy of the Slovak Republic, which is available at [www.mhsr.sk](http://www.mhsr.sk).

4. The consumer can find the terms and conditions and the alternative dispute resolution platform at <https://www.soi.sk/sk/alternativne-riesenie-spotrebiteckych-sporov.soi>.
5. The consumer may also submit a proposal for the initiation of an alternative dispute resolution via an 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 consumer ODR). Link to the platform: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.
6. The ECC Net in the consumer's country can explain his/her rights, help him/her settle a dispute with a seller based in another EU country, Iceland or Norway and tell him/her who to contact if they can't help. ECC Net is a network of independently-managed 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](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. To conclude and perform of the Contract, exercise of related legal claims, and operate the e-commerce, the Seller processes personal data of the Buyer and other persons, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). Information on this processing is available on the website [www.pewas.com](http://www.pewas.com) to properly inform data subjects about the scope, purpose, and duration of the processing of their personal data.
2. If the Buyer provides the Seller with the personal data of other persons, the Buyer must have a appropriate legal basis for such provision of personal data, the existence of which must be demonstrated 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 has 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](http://www.pewas.com). The relationships arising from the Contract shall always be governed by the GTC in force at the time of acceptance of the Order.
2. These GTC are an integral part of the Contract. If the Seller and the Buyer enter into a 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 that are not expressly addressed by these GTC and/or the Contract are governed by the law of the Slovak Republic, in the case of the relationship between the Seller and the consumer, by the Civil Code, the Act on Consumer Protection in Distance Contract and Act No. 250/2007 Coll., the Consumer Protection Act, and in the case of the relationship between the Seller and the Buyer, who is the entrepreneur, by the Commercial Code.

In Bratislava, 24.06.2022