

General Business Terms and Conditions

Article I – General provisions

1/ These general business terms and conditions (hereinafter GBTC) which regulate rights and obligations of the company **PreQualis s.r.o**, Galvaniho 13, 821 04 Bratislava, Slovak Republic, Company Registration No.: 48 243 353, registered in the Commercial Register of the District Court Bratislava I, Division: Sro, File No. 105425/B, tel.: +421 2 2102 57 90, e-mail: enquiries@double-couple.com (hereinafter the Seller) and the Buyer in purchase of goods offered by the Seller through e-shop on webpage of the Seller : www.double-couple.com

Supervisory Authority:

Slovenská obchodná inšpekcia (Slovak Trade Inspection)

Inšpektorát SOI pre Bratislavský kraj (Inspectorate of STI for the Bratislavský kraj region)

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- 2/** These GBTC apply in purchase of goods and services ordered through e-shop Double & Couple in the territory of the European Union and they enter into force on the date of their release.
- 3/** Within the meaning of GBTC provisions, the Buyer is a consumer. The Consumer is a natural person, who does not act in the subject of their business or other entrepreneurship activities when concluding and performing a consumer contract. The consumer contract is every contract concluded between the Seller and the Consumer.
- 4/** The Consumer confirms that they are familiar and agree with these GBTC and warranty terms and conditions as their integral part by sending an order.
- 5/** All the relations between the Seller and the Consumer which are not regulated by these GBTC follow relevant provisions of the Civil Code No. 40/1964 Coll. as amended, Act No. 250/2007 Coll. on consumer protection, Act No. 102/2014 Coll. on consumer protection when selling goods or providing with services under the contract concluded at a distance or the contract concluded out of the Seller's premises and on amending and supplementing certain acts.

Article II Contract of Sale

- 1/** The Consumer orders goods and services via filled electronic order form on the Seller's webpage. To carry out an order successfully, it is necessary to fill in all the required information stated in the order, i.e. address of delivery, information necessary for identification of the Consumer, e-mail and telephone contact, name of ordered goods, amount and a place of delivery. The Consumer will provide their personal data in the order which necessary to carry it out. Before definite dispatch of the order, the Consumer can check the order and provided data. Change of filled data can be done by pushing the button "order with obligation to pay".
- 2/** By clicking on "order with obligation to pay", the Consumer confirms and sends the order at the same time. By sending the order, the Consumer endorses these GBTC of the Seller. Subsequently, the Consumer is directed to the payment gateway www.trustpay.sk. To complete the order, payment for ordered goods must be made via mentioned payment gateway. Accepted electronic order is considered to be a draft of the Contract of Sale.
- 3/** After successful payment, the Seller will send confirmation email which is considered to be the Seller's approval of the Contract of Sale to the Consumer.

- 4/ Prices of goods on the Seller's webpage are listed with relevant VAT. Prices of goods do not include transport and cover. Price of transport and cover depends on place of goods delivery and on the amount of goods. Price of transport and cover will be calculated and listed in the order after defining the place of goods delivery and after specifying the amount of goods. The price of transport and cover will be displayed to the Consumer in the order right before it is sent to the Seller. Consumer will endorse its value, i.e. approve a purchase price which includes transport and cover by sending order with obligation to pay.
- 5/ No other discounts can be applied to goods in discount or sale and prices are applicable until the stock is exhausted or until further notice unless otherwise specified at the goods. Other fees, especially costs on transport and packaging, other fees which the Consumer must pay to receive goods, if applicable, are also added to the price of goods in the order.
- 6/ The Consumer expresses their consent to use communication media at distance when concluding the Contract of Sale. Costs arising from use of communication media at distance related to the Contract of Sale conclusion (costs on internet connection, phone calls) are paid by the Consumer themselves.

Article III Consumer contracts and letter of Consumer's right to withdraw from the contract

- 1/ In distance selling via this e-shop, the Seller reports offer of goods to the Consumer together with
 - name and registered office,
 - goods description,
 - price of goods,
 - terms of delivery and costs on delivery of goods,
 - payment terms,
 - letter of Consumer's right to withdraw from the contract,
 and other facts stated in Act No. 102/2014 Coll. on consumer protection when selling goods or providing with services under the contract concluded at a distance or the contract concluded out of the Seller's premises and on amending and supplementing certain acts.
- 2/ Consumer has right to withdraw from the Consumer Contract of Sale concluded via this e-shop **within 14 days from the receipt of undamaged goods** even without giving any reason. This right will not apply in the event of damage of the goods caused by the Consumer. In this case the claim cannot be satisfied.
- 3/ The Consumer will announce their withdrawal from the contract to the Seller in unequivocal statement via email according to the previous point 2 Article III of GBTC. Withdrawal period is considered to be kept if announcement about withdrawal from the contract was sent to the Seller at the latest on the last day of the period. The Consumer is obliged to send goods back to the Seller's address of registered office within 14 days from the day of withdrawal from the contract. The Seller does not accept goods sent by cash on delivery. The Consumer is obliged to send goods back in the same form of transport as it was delivered to them since the goods are fragile. They are obliged to send back goods protected against damage and breakage. When the Consumer withdraws from the contract, the Seller is obliged to take over the returned goods and refund the Consumer with full purchase price that the Consumer paid for the goods within 14 days from the Consumer's announcement about their withdrawal from the contract. The Seller will refund the Consumer with all the payments (purchase price of the goods together with packaging and delivery costs) in the same way the Consumer paid for the goods. The Seller is not obliged to refund the Consumer with payments sooner than the goods are delivered to them or sooner than the Consumer can prove that they have sent the goods back. The Consumer is obliged to return goods which are complex, with full documentation, undamaged, clean, including the original cover, in the same condition and of the same value

as it was taken over to the Seller. In the event that the goods are not complex or they are damaged, the Seller does not have to accept the returned goods. If appropriate they can lower the price to corresponding sum after the agreement of both parties. The Seller is not obliged to accept non-cleaned or dirty goods which do not comply with hygiene standards. The Seller is not obliged to return accepted money sooner than the Consumer returns the goods to them.

- 4/ If the Consumer withdraws from the contract according to the point 2 Article III of these GBTC, the Consumer is obliged to bear the costs connected with the return (transport) of the goods to the Seller's registered office even when the goods cannot be returned by the ordinary post office because of the goods' character.
- 5/ The Consumer cannot withdraw from the contracts listed in Section 7 Paragraph 6 Act No. 102/2014 Coll. on consumer protection when selling goods or providing with services under the contract concluded at a distance or the contract concluded out of the Seller's premises and on amending and supplementing certain acts.
- 6/ The Consumer can cancel the order under the agreement with the Seller, by the date of its dispatch at the latest. The Consumer is obliged to require the cancellation of order by email.

Article IV Terms of Delivery

- 1/ Supplies of goods ordered at a distance in this e-shop will be dispatched on the date mentioned in the order confirmation after purchase price of goods is paid depending on the availability of the goods and the Seller's operational possibilities. The Seller informs the Consumer about the shipment of the goods by email.
- 2/ The goods are delivered by courier services to the address of the place of delivery specified by the Consumer in the electronic order. The courier services will contact the Consumer by telephone before delivering the goods and they will make deal on the exact time of the goods delivery. In the event that the Consumer will not be present at the place of delivery in the time that they agreed on with the courier services and the Consumer does not assign other person to take over the goods, the Consumer shall be responsible for the damage on the Seller or the courier services as a result of unsuccessful delivery of the goods.
- 3/ After taking over the goods, the Consumer is obliged to check whether the cover which the goods are packed in as well as the goods themselves are not damaged and sign the shipment delivery confirmation. If the covers of goods or goods themselves are damaged, all the defects caused during the transport must be found at the place of delivery and an official report on defects caused during the transport must be drawn up together with courier services. The Consumer is entitled not to take over such a damaged shipment.
- 4/ Risk of goods damage shall pass to the Consumer at the moment of receipt of goods. Ownership shall pass to the Consumer on the day of the purchase price payment.
- 5/ Delivery period is always shown in the order confirmation or the Parties make agreement on it and approve it differently by email communication. If the goods must be delivered repeatedly or in a different way than it was agreed on in the order because of the Consumer, the Consumer is obliged to pay costs connected with repeated delivery of goods or costs connected with different way of delivery.
- 6/ Force majeure on the side of the Seller or their suppliers extends delivery period accordingly. This also happens in the case of authorities' intervention, problems with energy supplies and supplies of raw materials, during the strike, lock-outs and unpredictable problems of the supplier or the Seller unless they are responsible for them. The Seller shall inform the Consumer about this without delay and undertakes to minimize damages of the Consumer with maximum effectiveness.
- 7/ Unless otherwise agreed in writing, the Seller will choose the package and a type of shipment according to their best discretion.

Article V Payment Terms

1/ The Seller defines following payment terms:

- consumer pays for goods in advance via the payment gateway www.trustpay.sk to which they are directed after filling in the order form and sending order with obligation to pay. If the Consumer does not comply with agreed payment terms, the Contract of Sale between the Seller and the Consumer is cancelled from the beginning.

2/ Goods are sent to the Consumer by courier services after payment and receipt of the payment of full purchase price of the ordered goods on the Seller's account.

Article VI Guarantee and Warranty Terms and Conditions

1/ The Consumer realizes that goods sold by the Seller in this e-shop are made of fragile material; crystal.

2/ Guarantees provided applies only to manufacturing defects of the goods.

3/ The warranty period is 24 months. The warranty period starts from the date of receipt of the goods by the Consumer. The warranty period is extended by the period during which the Consumer could not use the goods because of applying guarantee for goods.

4/ The Consumer is obliged to check the goods after the receipt to discover possible damages and obliged to claim detected defects immediately. In the case that the Consumer finds the damage of the package's content after receipt of the goods, it is necessary to contact **enquiries@double-couple.com** immediately. Additional claims of deficiency or external damage of the shipment do not make the Consumer deprived from the right to claim the item; however, they give the Seller opportunity to prove that there is no conflict with the Contract of Sale.

5/ Justified warranty claim is free. In the case of unjustified claim, the Consumer is obliged to pay costs arising from solution of such situation.

6/ Process of the warranty claim:

a/ the Consumer contacts the Seller by email, the Seller confirms receipt of claim,

b/ in the event that the warranty claim is justified, it will be sorted out by methods set out by respective laws after the agreement between the Seller and the Consumer.

7/ When claiming, the Seller follows these general terms and Act No. 250/2007 Coll. on consumer protection, Act No. 108/2000 Coll. on consumer protection in door-to-door and mail order selling as amended and other related legislation.

8/ Claims of obvious defects, wrong deliveries or clear deviations in amount must be reported to the Seller without undue delay, not later than in 3 days after delivery of goods with the possible penalty of passing the risk of item's damage to the Consumer. Hidden defects of products must be criticized without delay, right after they are discovered.

9/ In justified claim based on not serious breach of the contract, the Consumer has a right to have a defect removed for free. When returning goods, they have right to compensation delivery of these goods, if the Consumer makes such agreement with the Seller. In the case of missing amount, the Seller delivers what is missing. If the removal of defect is unsuccessful, the Consumer can ask for a lower purchase price or they can withdraw from the contract. In the case of justified claim based on serious breach of the contract, provisions of the Civil Code and other legal regulations applicable to particular claims must be followed.

10/ Warranty is not applied to damage caused by wrong or inappropriate handling, mechanical overload and excessive heat, normal wear of goods and damage caused by unpredictable event (natural disaster, fire and so forth). Throwing, cutting, violently deforming and using goods in a wrong way shorten their useful life and represent inappropriate handling. When applying a potential claim, the Consumer is obliged to send detailed statement in which the

reason of the claim is mentioned to the Seller.

- 11/** The Seller shall check the damaged goods and send written statement to the Consumer not later than in 30 days from the receipt of damaged product.
- 12/** Purchase receipt serves as a guarantee certificate.
- 13/** The Warranty period starts on the date of the receipt of goods by the Consumer. Guarantee terms and conditions on goods follow the Seller's warranty terms and conditions which are parts of these GBTC and applicable legal regulations of SR.
- 14/** If the goods have a defect, the Seller will replace the damaged goods with new defect-free goods in preference. The Consumer has the right to withdraw from the Contract of Sale, if they do not agree with goods replacement for new goods. These warranty terms and conditions apply to goods purchased from the Seller in the form of electronic business on webpage of the Seller's e-shop. The Consumer has right to apply Seller's liability for a defect of goods that is solely connected with the goods which seem to have defects which the manufacturer, supplier or Seller is responsible for, which guarantee is applicable to and were purchased at the Seller's.
- 15/** Claim procedure relevant to the goods which can be delivered to the Seller starts on the date when all the following conditions are fulfilled collectively:
- a) delivery of Announcement about claim application to the Seller,
 - b) delivery of the claimed goods from the Consumer to the Seller or designated person,
- The Seller or designated person shall send confirmation of the goods claim application in the form of email to the Consumer at the earliest convenience. The Seller will designate claimed defects of the goods and informs the Consumer about their rights arising from the provisions of the Section 622 of the Civil Code and rights arising from the provisions of the Section 623 of the Civil Code again.
- 16/** The Consumer is entitled to decide on which of their rights within the meaning of provisions of the Section 622 and provisions of the Section 623 of the Civil Code they are going to apply and at the same time, they are obliged to deliver the information about their decision to the Seller without delay. Based on the decision of the Consumer, the Seller or the designated person is obliged to set the method of carrying out claim immediately, in more difficult cases within 3 days from the beginning of claim procedure, in justified cases, especially when complex technical evaluation of goods' condition is required, not later than in 30 days from the day of the beginning of the claim procedure. After assigning the method of claim, the Seller or designated person carries out the claim immediately. In justified cases, the claim can be carried out later. However, carrying out the claim cannot take longer than 30 days from the date of claim application. If the seller fails to carry out the claim within the prescribed period, the Consumer has right to withdraw from the contract or the right to have the goods replaced with new goods.
- 17/** If the Consumer claims the goods within first 12 months from the purchase, the Seller can take care of claim by denying it according to professional evaluation only; if the result of professional evaluation is not taken into account, reimbursement of costs on professional evaluation or other costs related to the professional evaluation cannot be required from the Consumer. The Seller is obliged to provide the Consumer with a copy of the professional evaluation justifying denial of the claim not later than within 14 days from the claim was carried out.

If the Consumer claims goods after 12 months from purchase and the Seller rejects the claim, the person responsible for the claim is obliged to state who the Seller can send the product to for professional evaluation in the claim document. If the product is sent to have professional evaluation done by the specific person, the Seller bears all the costs on professional evaluation as well as all other related and practically used costs notwithstanding the result of professional

evaluation. If the Consumer proves the Seller's liability for the defect in the professional evaluation, they can claim goods again; the warranty period is not running during the professional evaluation. The Seller is obliged to pay all the costs spent on professional evaluation and proved as well as all other related, practically used costs to the Consumer within days from the date of new claim. Such a claim cannot be rejected.

- 18/** The Seller reserves the right to replace damaged goods with another undamaged goods with the same or better technical parameters if it does not cause serious difficulties to the Consumer.
- 19/** The Seller is obliged to issue a written document about the method of assigning claim and carrying out a claim within 30 days from the date of claim application personally, through the provider of post or courier or delivery services. The Seller will inform the Consumer about the result of the claim directly after the end of claim procedure via phone call or email and at the same time, claim document together with goods will be delivered to them.
- 20/** In the case of goods replacement with the new goods, the Consumer will receive a document including information on replacement of goods and, if applicable, other claims will be applied according to the Contract of Sale and this claim document. In the event of goods replacement new warranty period shall start running again from the taking over new goods but it only applies to new goods.

Article VII Protection of Personal Data

- 1/** Personal data which the Consumer provides the Seller for the purpose of carrying out the order are gathered, processed and stored in accordance with applicable laws of the Slovak Republic, especially in accordance with the Act No. 122/2013 Coll. on protection of personal data and amending and supplementing certain acts.
- 2/** The Seller gathers, processes and stores personal data provided by the Consumer exclusively with purpose of compliance with and additional confirmation of terms and conditions of the Contract of Sale, with purpose of processing electronic order, making deliveries, accounting payments and for necessary communication between the parties.
- 3/** The Seller shall not pass the Consumer's data to third parties, with the exception of subcontractors, the Seller's intermediaries, but these are only the data necessary for successful delivery of goods which are subject of the Contract of Sale. The Consumer confirms that they provided the Seller with the personal data willingly and agrees with their processing in the Seller's record-keeping and with provision of these records containing the Consumer's personal data to public authorities and self-governing institutions upon their request on terms and conditions and in extent set out by the legislation by ordering goods via email.
- 4/** The Consumer declares that all the information stated are true. They declare that they are aware of consequences of false statements and that such action could represent the merits of the case of offence or crime set out in Criminal Code.

Article VIII Final Provisions

- 1/** The Consumer confirms that they agree without reservation with these GBTC of the Seller.
- 2/** The Seller has right to amend and supplement these GBTC anytime.
- 3/** These GBTC enter into force 8. 8. 2017 and they are applicable as of the date of sending their order towards a particular Consumer,
- 4/** Relations and potential conflicts which occur under the contract will be exclusively solved according to the applicable laws of the Slovak Republic by the courts of the Slovak Republic.

In Bratislava, 8. 8. 2017