

Terms and Conditions

1. General provisions

These business and complaint conditions regulate the rights and obligations of the contracting parties arising from the purchase contract concluded between the seller, which is **BIO 5, sro**, with its registered office at Ružová dolina 6, 821 08 Bratislava, IČO: 35767715, registered in the Commercial Register of the Municipal Court Bratislava III, Section : Ltd., Insert no. 19167 / B ('the seller') and the buyer, the object of which is the purchase and sale of goods on the Seller 's electronic commerce website.

Contact details of the seller:

BIO 5, sro, sro, with its registered office at Ružová dolina 6, 821 08 Bratislava, ID number: 35767715, entered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, File no. 19167 / B

Steuernummer: 2020244116

VAT number: SK2020244116

Operation:

BodyWorld, Elektrárenska 1, 831 04 Bratislava

Responsible manager: Martin Horniak

Email: support@bodyworld.eu

Supervisory authority:

Slovenská obchodná inšpekcia (SOI)

Inšpektorát SOI pre Bratislavský kraj

Bajkalská 21/A, P.O. Box 5,820 07 Bratislava 27

supervisory department

tel. No .: 02/58272 172, 02/58272 104 Fax No .: 02/58272 170

<http://www.soi.sk>

<http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>

1.1 These business and complaint conditions, as amended on the day of concluding the purchase contract, are an integral part of the purchase contract. In the event that the seller and the buyer enter into a written purchase agreement in which they agree on conditions deviating from these terms and conditions, the provisions of the purchase agreement will take precedence over these terms and conditions. The conditions agreed in this way must not be in conflict with other legal regulations (shortening the return period, warranty period, etc.). All contractual relations are concluded in accordance with the law of the Slovak Republic.

1.2 For the purposes of these terms and conditions, the ancillary contract means a contract under which the buyer acquires goods or is provided with a service related to the subject of the purchase contract, if the goods are delivered or a service provided by the seller or a third party under their agreement.

1.3 The purchase price for the goods displayed on any e-commerce website operated by the seller also includes value added tax in the amount specified by the applicable legislation of the Slovak Republic and does not include the price for the transport of goods or other optional services. All shares are valid until stocks are exhausted, unless otherwise stated for a specific product.

1.4 The Seller reserves the right to adjust the price of the goods listed on any e-commerce website operated by the Seller at any time. The change in the price of the goods does not apply to purchase contracts concluded before the change in the price, regardless of the fact that the goods have not yet been delivered.

1.5 In the event that the seller does not comply with its obligations under the applicable legislation of the Slovak Republic or the European Communities or in these terms and conditions, the buyer may exercise its right against the seller through the competent court.

2. Method of concluding the purchase contract

2.1 The proposal for concluding the purchase contract is sent by the buyer to the seller in the form of a completed and sent form on the seller's website and / or in the form of a telephone order by which he sent / created a proposal for concluding the purchase contract. price and under the conditions specified in this order (hereinafter referred to as "**order**").

2.2 Following the sending of the order, the buyer will receive to his e-mail address an automatically executed notification of receipt of the order in the electronic system of the seller (hereinafter referred to as "**order delivery confirmation**"). If necessary, all other information regarding his order can be sent to the buyer's e-mail address.

2.3 The delivery confirmation contains information that the order has been delivered to the seller, but it is not an acceptance of the proposal to conclude the purchase contract.

2.4 The Seller will then send to the Buyer's e-mail address information on whether the Buyer's order has been accepted (hereinafter referred to as "**order acceptance**"). Acceptance of the order contains information on the name and specification of the goods, the sale of which is the subject of the purchase contract, as well as information on the price of goods and / or other services, information on the expected delivery time, name and information on the place where the goods are to be delivered and information on any price, conditions, method and date of transport of goods to the agreed place of delivery of goods for the buyer, details of the seller (business name, registered office, ID number, registration number in the commercial register, etc.), or other necessary information.

2.5 The purchase contract is concluded by delivery of the acceptance of the order in electronic or written form to the buyer.

2.6 The Seller has informed the Buyer in a clear, unambiguous, comprehensible and irreplaceable manner before sending the order about the pre-contractual information concerning the complaint, payment, business, transport and other conditions by:

a.) informed about the main characteristics of the goods or the nature of the service to the extent appropriate to the means of communication used and the goods or services on the relevant e-commerce catalog page of the seller,

b.) informed about the trade name and registered office of the seller on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

c.) about the telephone number of the seller and other data that are important for the buyer's contact with the seller, especially his e-mail address, if he has informed them on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

d.) the address of the seller at which the buyer can file a complaint about the goods or services, file a complaint or other complaint informed in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

e.) the total price of the goods or services, including value added tax and all other taxes or, given the nature of the goods or services, the price cannot be reasonably determined in advance, the way in which it is calculated, as well as transport, delivery, postage and other costs. costs and fees, or if these costs and fees cannot be determined in advance of the fact that the buyer will be obliged to pay them, he has informed the seller on the relevant e-commerce catalog page,

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

g.) information on the right of the buyer to withdraw from the purchase contract, on the conditions, period and procedure for exercising the right to withdraw from the contract informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

h.) informed about the provision of a form for withdrawal from the purchase contract in Art. 10 and in the annex to these terms and conditions of business, which are located on the relevant subpage of the seller's e-commerce; the seller also provided the form for withdrawal from the purchase agreement in the annex to these terms and conditions and complaints, which are located on the relevant subpage of the seller's e-shop

i.) on the information that if the buyer withdraws from the purchase contract, he will bear the costs associated with the return of goods to the seller under § 10 para. 3 of Act no. 102/2014 Coll. On consumer protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises and on the amendment of certain laws (hereinafter " **Act on consumer protection in distance selling** "), and if he withdraws from the purchase contract also the costs of returning the goods, which due to its nature cannot be returned by post informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

j.) on the buyer's obligation to pay the seller the price for the actually provided performance according to § 10 par. 5 Of the Consumer Protection Act at a distance sale, if the buyer withdraws from the contract for services after he has given the seller explicit consent pursuant to § 4 para. 6 of the Act on Consumer Protection in Distance Selling informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

k.) on the circumstances in which the buyer loses the right to withdraw from the contract informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

l.) on instructions on the seller's liability for defects in goods or services pursuant to Art. § 622 and 623 of the Civil Code informed in Art. 8 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

m.) on the existence and details of the guarantee provided by the manufacturer or seller according to stricter principles than stipulated in Art. § 502 of the Civil Code, if provided by the manufacturer or seller, as well as information on the existence and conditions of assistance and services provided to the buyer after the sale of goods or provision of services, if such assistance is provided on the relevant e-commerce catalog page and Art.

9 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

n.) the existence of the relevant codes of conduct which the seller has undertaken to comply with and the way in which the buyer can become acquainted with them or obtain their wording on the relevant e-commerce catalog page of the seller,

o.) the duration of the contract, in the case of a fixed-term contract; in the case of a contract concluded for an indefinite period or in the case of a contract for which its validity is automatically extended, he also provided information on the conditions of termination of the contract on the relevant e-commerce catalog page and in these terms and conditions, which are located on the relevant sub-page of the electronic the seller's business,

p.) on the minimum duration of the buyer's obligations arising from the purchase contract, if the purchase contract implies such an obligation for the buyer on the relevant e-commerce catalog page and in these terms and conditions, which are located on the relevant sub-page of the seller,

q.) the buyer's obligation to pay an advance or provide other financial security at the request of the seller and the conditions that apply to its provision, if the purchase contract implies such an obligation for the buyer on the relevant e-commerce catalog page and in these terms and conditions, which are located on the relevant sub-page of the seller's e-commerce,

r.) on the functionality, including the applicable technical protection measures to secure the electronic content, if applicable, informed on the relevant catalog page of the seller's e-commerce and in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

s.) about the compatibility of electronic content with hardware and software that the seller knows or is reasonably expected to know about, if applicable, he informed on the relevant e-commerce catalog page of the seller and in these terms and conditions, which are located on the relevant the seller's e-commerce subpage,

t.) about the possibility and conditions of out-of-court dispute resolution through the system of alternative dispute resolution, if the seller undertook to use this system informed on the relevant e-commerce catalog page and in these terms and conditions, which are located on the relevant subpage of the seller's e-commerce,

u.) on the actions necessary for the conclusion of the purchase contract by describing these necessary actions in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,

v.) that the purchase contract will be stored in electronic form at the seller and is available to the buyer after the buyer requests it in writing on the relevant e-commerce catalog page and in these terms and conditions, which are located on the relevant subpage e-commerce of the seller,

w.) that the language offered for the conclusion of the contract is the Slovak language informed on the relevant catalog page of the seller's e-commerce and in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce.

2.7. If the seller has not fulfilled the information obligation to pay additional fees or other costs according to point 2.6. letter e) these business and complaint conditions or the costs of returning the goods in accordance with point 2.6. letter i) of these terms and conditions, the buyer is not obliged to pay these additional costs or fees.

3. Rights and obligations of the seller

3.1. The seller is obliged to:

a.) deliver the goods in the agreed quantity, quality and time to the buyer on the basis of the order confirmed by acceptance and pack or equip them for transport in the manner necessary for their preservation and protection, except for obvious errors and in the event of a significant change in the price of goods.

b.) ensure that the delivered goods comply with the valid legal regulations of the Slovak Republic,

c.) immediately after the conclusion of the purchase contract, but no later than together with the delivery of the goods to provide the buyer with a confirmation of the conclusion of the purchase contract on a durable medium, for example by e-mail. The certificate must contain all the information referred to in point 2.6. including the withdrawal form.

d.) to hand over to the buyer at the latest together with the goods in written or electronic form all documents necessary for taking over and using the goods and other documents prescribed by valid Slovak legislation (instructions in Slovak language, warranty card, delivery note, tax document).

3.2. The seller has the right to proper and timely payment of the purchase price from the buyer for the delivered goods.

3.3. If due to the sale of stock or unavailability of goods the seller is unable to deliver the goods to the buyer within the period agreed in the purchase contract or determined by these terms and conditions or the agreed purchase price, the seller is obliged to offer the buyer a substitute performance or the buyer's option to withdraw from the purchase contract (cancel order). The buyer can withdraw from the purchase contract or cancel the order by delivering an e-mail. In the event that the buyer has already paid the purchase price or part thereof, the seller will return the already paid purchase price or part thereof within 14 days from the date of delivery of the e-mail on withdrawal from the purchase contract or cancellation of the order to the buyer's designated account, unless the parties agree otherwise. If the buyer does not accept the replacement performance offered by the seller within the reasonable period or withdraws from the purchase contract, the seller is entitled to withdraw from the purchase contract and if the buyer has already paid the purchase price or part thereof, the seller is obliged to return the purchase price or part thereof. within 14 days from the date of delivery of the withdrawal from the purchase contract to the buyer.

4. Rights and obligations of the buyer

4.1. The buyer was informed by the seller that part of the order is the obligation to pay the price.

4.2. The buyer is obliged to:

a.) take over the ordered and delivered goods,

b.) pay the seller the agreed purchase price within the agreed due date, including the cost of delivery of goods,

4.3. The buyer has the right to deliver the goods in quantity, quality, date and place agreed by the parties.

5. Delivery and payment terms

5.1. The usual availability of goods with the date of their dispatch is stated for each product on the e-commerce website.

5.2. Unless the seller and the buyer have agreed otherwise in the purchase contract, the seller is obliged to deliver the item to the buyer immediately, no later than 30 days from the date of conclusion of the purchase contract. If the seller has not fulfilled his obligation to deliver the item within the period under the first sentence, the buyer shall invite him to deliver the item within the additional reasonable period provided by him. If the seller

does not deliver the item even within this additional reasonable period, the buyer is entitled to withdraw from the contract.

5.3. The seller is entitled to invite the buyer to take over the goods even before the deadline for delivery of goods agreed in the purchase contract.

5.4. The color display of the goods on the monitor may not exactly match the actual color shades as the buyer will actually perceive them. The display of color shades depends, among other things, on the quality of the display monitor, resp. another display device used.

5.5. The buyer is obliged to take over the goods at the place which is the seller or his representative, authorized to deliver the goods and the buyer agreed in the purchase contract or otherwise at the time before delivery of the goods (hereinafter "**Place**"). The buyer is obliged to take over the goods in the time range that is the seller or his representative, authorized to deliver the goods and the buyer agreed in the purchase contract or otherwise in the time before delivery of the goods (hereinafter "**Time Range**").

5.6. If the seller delivers the goods to the buyer to the Place and within the time range, the buyer is obliged to take over the goods in person or ensure that the goods are taken over by a person authorized to take over the goods and sign a protocol on payment of purchase price and delivery and delivery of goods. The third party authorized to take over the goods is obliged to submit a copy of the order acceptance to the seller. The goods are considered delivered and taken over at the time of delivery of the goods to the buyer. Delivery of goods to the Buyer means delivery of goods to the Site, its acceptance by the Buyer or a third party authorized by the Buyer and signing of a protocol on payment of the purchase price and delivery and delivery of the Goods by the Buyer or a third party authorized by the Buyer.

5.7. If it is necessary to repeat the delivery of goods due to the buyer's absence at the Site and within the time range or if the buyer does not take over the goods without prior written withdrawal from the purchase contract within 7 days after the expiration of the time range, the seller is entitled to compensation for damages the actual cost of an attempted unsuccessful delivery of the goods to the Site.

5.8. The purchase contract is concluded with a termination condition, provided that if the buyer does not pay the seller the agreed purchase price in accordance with point 4.2 of these terms and conditions within 7 days of the seller's invitation to take over the goods, the contract is canceled, the parties return or replace all accepted performance and the seller acquires the right to freely dispose of the ordered goods.

5.9. The buyer is entitled to inspect the shipment, ie the goods and their packaging immediately after delivery in the presence of the seller's representative. In case of finding the existence of a defect of the goods and / or if the shipment is not complete (lower number of goods or missing ordered goods), the seller's representative is obliged to allow the buyer to make a record of the extent and nature of the defect, which is confirmed by the seller's representative. On the basis of such a record delivered to the seller, the buyer may subsequently refuse to take over the delivered goods with a defect or confirm the delivery of the goods with a defect and subsequently in accordance with Art. 8 of these business and complaint conditions to file a claim for defects in the goods with the seller or a designated person. In the event that the buyer refuses to take over the delivered goods with a defect, all reasonable costs incurred to return the goods to the seller shall be borne by the seller.

5.10. The buyer is entitled in case of non-delivery of goods by the seller within the period specified in point 5.2. of these terms and conditions to withdraw from the purchase contract and the seller is obliged to return to the buyer the part of the purchase price already paid within 14 days of delivery of the withdrawal from the purchase contract by cashless transfer to the buyer's bank account designated by the buyer.

6. Purchase price

6.1. The purchase price for the goods agreed in the purchase contract between the seller and the buyer is stated in the acceptance of the order (hereinafter referred to as the "**purchase price**"). If the purchase price stated in the order confirmation is higher than the price for identical goods stated in the e-commerce offer at the time of sending the order to the buyer, the seller will deliver an electronic message to the buyer informing about the offer of a new purchase price in another amount. a new purchase contract, which the buyer must explicitly confirm by e-mail or in writing in order for a valid purchase contract to be concluded.

6.2. The buyer is obliged to pay the seller the purchase price, including the cost of delivery of goods in cash, respectively. payment card upon personal collection of goods, cash on delivery at the place of delivery of goods, online payment by payment card or internet banking.

6.3. In the event that the buyer pays the seller the purchase price by wire transfer, the day of payment is considered to be the day when the entire purchase price was credited to the seller's account.

6.4. The buyer is obliged to pay the seller the purchase price for the agreed goods within the period specified in the purchase contract, but no later than when taking over the goods.

6.5. In the event that the Buyer does not pay the Seller the full purchase price by the time the goods are delivered to the Site and the parties have not agreed to pay the purchase price for the goods in installments, the Seller is entitled to refuse delivery to the Buyer.

7. Acquisition of ownership and transfer of the risk of damage to the goods

7.1. By taking over the goods at the agreed place, the ownership of the goods passes to the buyer. A buyer who does not meet the definition of a consumer set out in Art. § 2 letter a) of Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on Offenses, as amended (hereinafter referred to as the "**Act**"), acquires ownership of the goods upon full payment of the full purchase price for the goods.

7.2. The risk of damage to the goods passes to the buyer at the time when the buyer or a third party authorized by the buyer takes over the goods from the seller or his representative authorized to deliver the goods, or if he does not do so in time, at the time the seller allows the buyer to dispose of the goods and the buyer will not take over.

8. Complaints procedure (liability for defects, warranty, complaints)

8.1. In the case of a defect that can be removed, the buyer has the right to have it removed free of charge, in a timely manner and properly. The seller is obliged to eliminate the defect without undue delay.

8.2. The buyer may, instead of remedying the defect, request a replacement of the goods or, if the defect concerns only a part of the goods, a replacement of the part, if the seller does not incur disproportionate costs due to the price of the goods or the severity of the defect.

8.3. Instead of eliminating the defect, the seller can always replace the defective goods with perfect ones, if this does not cause serious difficulties for the buyer.

8.4. In the case of a defect in the goods which cannot be removed and which prevents the goods from being properly used as a defect-free item, the buyer has the right to exchange the goods or has the right to withdraw from the purchase contract. The same rights belong to the buyer in the case of remediable defects, but if the

buyer can not properly use the goods due to the recurrence of the defect after repair or due to a larger number of defects.

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

8.6. The seller instructed the buyer about his rights under the provisions of Art. § 622 of the Civil Code (points 8.1. To 8.3. Of these business and complaint conditions) and the rights arising from it. § 623 of the Civil Code (points 8.4. To 8.5. Of these business and complaint conditions) by placing these business and complaint conditions on the relevant subpage of the seller's e-shop and the buyer had the opportunity to read them before sending the order.

8.7. The seller is responsible for defects in the goods in accordance with applicable regulations of the Slovak Republic and the buyer is obliged to file a complaint with the seller.

8.8. The valid complaint procedure of the seller applies to the handling of complaints, ie Art. 8 of these business and complaint conditions. The buyer was duly acquainted with the complaint procedure and informed about the conditions and method of claiming the goods, including information on where the claim can be made in accordance with Art. § 18 par. 1 of the Act in the period before concluding the purchase contract by placing these terms and conditions on the relevant subpage of the seller's e-shop and the buyer had the opportunity to read them before sending the order.

8.9. The complaint procedure applies to goods purchased by the buyer from the seller in the form of an e-shop on the seller's e-shop website or to goods purchased at the seller's point of sale.

8.10. The buyer has the right to claim liability from the seller during the warranty period for defects in the goods purchased from the seller, for which the manufacturer, supplier or seller is responsible.

8.11. If the goods show defects, the buyer has the right to file a complaint at the seller's premises in accordance with Art. § 18 par. 2 of the Act by delivering the goods to the seller's premises and delivering to the seller a statement of the buyer's will to exercise his right under points 8.1. to 8.5. of these business and complaint conditions (hereinafter referred to as the "Notice of Complaint"), e.g. in the form of a completed complaint form, which is located on the relevant subpage of the seller's e-shop. The seller recommends insuring the goods when sending them for a complaint. The seller does not accept cash on delivery. The Buyer is obliged to state all the required information truthfully in the Notice of Complaint, in particular to precisely indicate the type and extent of the defect in the goods; the buyer shall also state which of his rights arising from para. Sections 622 and 633 of the Civil Code apply.

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

a.) delivery of the Notice of Complaint to the Seller,

b.) delivery of the claimed goods from the buyer to the seller or a designated person,

8.13. The seller or a designated person shall issue to the buyer a confirmation of the claim of the goods in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the goods and once again inform the consumer of his rights under point 8.1. to 8.3. these business and complaint conditions (provisions of § 622 of the Civil Code) and the rights arising from point 8.4. to 8.5. of these business and complaint conditions (provisions of Section 623 of the Civil Code). If the

complaint is made by means of long-distance communication, the seller is obliged to deliver the confirmation of the complaint to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but no later than together with the proof of the complaint; The confirmation of the claim need not be delivered if the buyer has the opportunity to prove the claim in another way.

8.14. The buyer is entitled to decide which of his rights in accordance with Art. § 622 and par. § 623 of the Civil Code applies and at the same time is obliged to immediately deliver information about its decision to the seller. Based on the decision of the buyer, which of his rights in accordance with Art. § 622 and par. § 623 of the Civil Code is applied by the seller or a designated person obliged to determine the method of handling complaints according to Art. § 2 letter m) of the Act immediately, in more complex cases within 3 days from the beginning of the complaint procedure, in justified cases, especially if a complex technical assessment of the condition of the goods is required no later than 30 days from the date of the complaint procedure. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately; in justified cases, the complaint can be resolved later. However, the settlement of the complaint may not take longer than 30 days from the date of the complaint. After the expiration of the time limit for handling the complaint, the consumer has the right to withdraw from the contract or has the right to exchange the goods for new goods.

8.15. If the buyer has lodged a claim for the goods within the first 12 months of concluding the purchase contract, the seller may handle the claim by rejection only on the basis of an expert opinion or opinion issued by an authorized, notified or accredited person or a designated person (hereinafter "**expert assessment of goods**"). Irrespective of the result of the professional assessment, the seller may not require the buyer to reimburse the costs of the professional assessment of the goods or other costs related to the professional assessment of the goods.

8.16. If the buyer has made a product complaint after 12 months from the conclusion of the purchase contract and the seller has rejected it, the person who handled the complaint is obliged to state in the complaint handling document to whom the buyer can send the goods for professional assessment. If the buyer sends the goods for professional assessment to the designated person specified in the document on the handling of the complaint, the costs of professional assessment of the goods, as well as all other related expediently incurred costs shall be borne by the seller regardless of the result of professional assessment. If the buyer proves by professional assessment the responsibility of the seller for the claimed defect of the goods, he can file a claim again; the warranty period does not expire during the professional assessment of the goods. The seller is obliged to reimburse the buyer within 14 days from the date of the re-submitted complaint all costs incurred for the professional assessment of the goods, as well as all related purposefully incurred costs. A re-submitted claim cannot be rejected.

8.17. The warranty does not cover defects of which the buyer was notified by the seller at the time of concluding the contract or which, taking into account the circumstances under which the purchase contract was concluded, must have known.

8.18. The seller reserves the right to replace defective goods with other perfect goods with the same or better technical parameters, if this does not cause serious difficulties for the buyer.

8.19. The seller is not responsible for defects in the goods:

a.) if the buyer has not exercised his right concerning the seller's liability for defect in the goods by the end of the warranty period of the goods,

b.) if the defect of the goods is mechanical damage to the goods caused by the buyer,

- c.) if the defect of the goods was caused by the use of the goods in conditions that do not correspond with their intensity, humidity, chemical and mechanical influences to the natural environment of the goods,
- d.) if the defect of the goods was caused by improper handling, service or neglect of care of the goods,
- e.) if the defect of the goods was caused by damage to the goods by excessive loading or use in violation of the conditions specified in the documentation or general principles of normal use of the goods,
- f.) if the defect of the goods was caused by damage to the goods by unavoidable and / or unforeseeable events,
- g.) if the defect of the goods was caused by damage to the goods by accidental destruction and accidental deterioration,
- h.) if the defect of the goods was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity or other force majeure,
- i.) if the defect of the goods was caused by an intervention in the goods by an unauthorized person.

If the shipment is not complete, resp. in the case of an obvious defect which the buyer could have found during the delivery of the goods and which he did not notify the seller's representative in accordance with point 5.9 of these complaint and business conditions, later claims of this kind will be accepted only if the buyer proves that the claimed defects time of its takeover by the buyer.

8.20. The seller is obliged to handle the complaint and terminate the complaint procedure in one of the following ways:

- a.) by handing over the repaired goods,
- b.) exchange of goods,
- c.) by returning the purchase price of the goods,
- d.) by paying a reasonable discount on the price of the goods,
- e.) a written request to take over the performance specified by the seller,
- f.) a reasoned rejection of a claim for goods.

8.21. The seller is obliged to issue a written document to the buyer about the method of determining the complaint and the handling of the complaint no later than 30 days from the date of the complaint in person, through the provider of postal or courier or delivery service. The seller will inform the buyer about the result of handling the complaint immediately after the end of the complaint procedure by phone or e-mail and at the same time he will be together with the goods, resp. proof of complaint handling delivered via e-mail.

8.22. The warranty period is 24 months from the date of delivery of the goods, unless a different warranty period is specified for specific cases. Shipped sports nutrition products, food in gift baskets and animal feed have a minimum shelf life of more than 2 months before the expiration date, in case of a shorter expiration date, the seller contacts the buyer by phone or e-mail and the shipment is sent only with the buyer's consent.

8.23. The warranty period is extended by the time during which the buyer could not use the goods due to warranty repair of the goods.

8.24. In the case of an exchange of goods for a new one, the buyer will receive a document stating information

about the exchange of goods, and any further complaints are applied on the basis of the purchase contract and this complaint document. In the case of exchange of goods for new goods, the warranty period begins to run again from the receipt of new goods, but only for new goods.

8.25. With regard to the remediable defect, the complaint will be settled depending on the decision of the buyer according to point 8.15. these complaint and business conditions as follows:

- (a) the seller ensures that the defect is remedied; or
- b.) the seller replaces the defective goods.

8.26. In the case of a remediable defect and the buyer shall not immediately determine in accordance with paragraph 8.15. of these complaint and business conditions, how the complaint should be handled, the seller will handle the complaint by eliminating the defect.

8.27. In the case of a defect that cannot be remedied, or a single repetitive remediable defect, or a number of different remediable defects that prevent the goods from being properly used as defects, the seller will, depending on the buyer's decision under point 8.15. of these complaint and business conditions, the complaint is as follows:

- a.) by exchanging goods for other functional goods of the same or better technical parameters, or
- b.) in the event that the seller is unable to exchange the goods for another, he will settle the complaint by refunding the purchase price for the goods.

8.28. Complaint handling applies only to defects specified in the Notice of Complaint and in the confirmation of the claim of the goods according to clause 8.14. these complaint and business conditions.

8.29. For the purposes of a complaint, the occurrence of one remediable defect more than twice is considered to be a recurring remediable defect several times.

8.30. For the purposes of the complaint, the occurrence of more than three different remediable defects at the same time is considered to be a larger number of different remediable defects.

8.31. The right of the buyer to file a claim for a defect of the goods is after he has exercised his right and asked the seller to eliminate the defect of the goods according to point 8.1. of these complaint and business conditions are consumed and regardless of the result of the complaint, any re-application of the complaint of the same unique defect (not a defect of the same kind) will be rejected.

8.31. The provisions of Art. 8 of these complaint and business conditions do not explicitly apply to entities that do not meet the definition of a consumer specified in Art. § 2 letter a) of the Act.

9. Withdrawal from the purchase contract

9.1. If the seller is unable to fulfill his obligations under the purchase contract due to the sale of stock, unavailability of goods, or if the manufacturer, importer or supplier of goods agreed in the purchase contract has discontinued production or made major changes that prevented the seller from fulfilling its obligations under the purchase contract; for reasons of force majeure or if, even with all reasonable efforts, he is unable to deliver the goods to the customer within the period specified in these terms and conditions or at the price specified in the order, the seller is obliged to immediately inform the buyer and at the same time he is obliged to offer the buyer a substitute performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order).

In the event that the buyer withdraws from the purchase contract for the reasons stated in this point of these complaint and business conditions, the seller is obliged to return to the buyer the advance payment for the goods agreed in the purchase contract within 14 days of notification of withdrawal by transfer to the account specified by the buyer. .

9.2. The buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with Art. § 7 et seq. Act no. 102/2014 Coll. On consumer protection in distance selling (hereinafter referred to as the "**Act on consumer protection in distance selling** ") within 14 days of receipt of the goods, resp. from the date of concluding the contract for the provision of the service or the contract for the provision of electronic content not delivered on a tangible medium, if the seller has fulfilled the information obligations pursuant to Art. § 3 of the Act on Consumer Protection in Distance Selling.

9.3. The buyer has the right to unpack and test the goods within this period after receipt in a manner similar to the usual purchase in a classic "stone" store, to the extent necessary to determine the nature, properties and functionality of the goods.

9.4. The period for withdrawal from the contract begins on the day when the buyer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods, or if

a.) the goods ordered by the buyer in one order are delivered separately, from the day of taking over the goods that were delivered last,

b.) delivers goods consisting of several parts or pieces, from the date of receipt of the last part or last piece,

c. under the contract, the goods are delivered repeatedly during a defined period, from the date of receipt of the first delivered goods.

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

9.6. Withdrawal from the contract must be made by the buyer in writing in a manner that does not raise doubts that the withdrawal has occurred, or in the form of a record on another durable medium or using the form [available on the download on the seller's website](#) . The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the seller no later than on the last day of the period under Art. § 7 par. 1 of the Act on Consumer Protection in Distance Selling.

9.7. Withdrawal from the purchase contract according to the passing point of these terms and conditions must contain the information required in the withdrawal form [available for download on the seller's website](#) , in particular the buyer's identification, order number and date, exact specification of the goods, the way the seller has to return the performance already received, in particular the account number and / or postal address of the buyer.

9.8. If the buyer withdraws from the purchase contract, any additional contract related to the purchase contract from which the buyer withdrew is also canceled from the beginning. It is not possible to demand from the buyer any costs or other payments in connection with the cancellation of the supplementary contract, except for the payment of costs and payments specified in Art. § 9 par. 3, par. § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Prices for Service, if the subject of the contract is the provision of a service and the full provision of the service has taken place.

9.9. The buyer is obliged without undue delay, but no later than within 14 days from the date of withdrawal from

the purchase contract to send the goods back to the address of the operator's registered office or hand it over to the seller or a person authorized by the seller to take over the goods. This does not apply if the seller has proposed to pick up the goods in person or through a person authorized by him. The period under the first sentence of this point of these terms and conditions of business and complaint is considered to be maintained if the goods were handed over for transport no later than on the last day of the period.

9.10. The buyer is obliged to deliver the goods to the seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.

9.11. It is recommended to insure the goods. The seller does not accept cash on delivery. The seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal to the buyer to return to the buyer all payments received from him under or in connection with the purchase contract, including shipping, delivery and postage and other costs and fees. . The seller is not obliged to return payments to the buyer under this point of these terms and conditions before the goods are delivered to him or until the buyer proves the return of the goods to the seller, unless the seller proposes to pick up the goods in person or through a person authorized by him.

9.12. The buyer bears the cost of returning the goods to the seller or the person authorized by the seller to take over the goods. This does not apply if the seller has agreed to bear them himself or if he has not fulfilled the obligation under § 3 para. 1 letter i) of the Act on Consumer Protection in Distance Selling.

9.13. The buyer is only responsible for the reduction in the value of the goods, which arose as a result of such treatment of the goods, which is beyond the treatment necessary to determine the properties and functionality of the goods. The consumer is not responsible for the reduction in the value of the goods if the seller has not fulfilled the information obligation about the consumer's right to withdraw from the contract under § 3 para. 1 letter h) of the Act on Consumer Protection in Distance Selling.

9.14. The seller is obliged to return the purchase price to the buyer for the goods in the same way as the buyer used in his payment, unless the buyer agrees on another method of refunding without the buyer being charged additional fees in this regard.

9.15. In the event that the buyer withdraws from the contract and delivers to the seller goods that are used, damaged or incomplete, the buyer undertakes to pay the seller:

- a.) the value by which the value of the goods was reduced in accordance with para. § 457 of the Civil Code in the actual amount
- b.) costs incurred by the seller in connection with the repair of the goods and their restoration to the original condition calculated according to the price list for post-warranty service of the goods.

Pursuant to this point of the complaint and business conditions, the buyer is obliged to pay the seller compensation in the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase contract.

9.16. In accordance with para. § 7 par. 6 of the Act on Consumer Protection in Distance Selling, the buyer may not withdraw from the contract, the subject of which are:

- the sale of goods made to the consumer's specific requirements, custom-made goods or goods intended specifically for a single consumer,
- the sale of goods enclosed in protective packaging which cannot be returned for health or hygienic reasons

and whose protective packaging has been broken after delivery,

- the sale of sound recordings, video recordings, sound recordings or computer software sold in protective packaging, if the consumer has unpacked that packaging,
- sale of books not supplied in protective cover and sale of periodicals,
- the provision of electronic content other than on a tangible medium, if its provision began with the express consent of the consumer and the consumer has stated that he has been duly informed that, by expressing that consent, he loses the right to withdraw from the contract.
- the provision of the service, if the provision of the service has begun with the express consent of the consumer and the consumer has stated that he has been duly informed that, by giving his consent, he loses the right to withdraw from the contract after the full provision of the service and the full provision of the service,
- The provisions of Art. 10 of these business and complaint conditions do not explicitly apply to entities that do not meet the definition of consumer specified in Art. § 2 letter a) of the Act.

10. Final provisions

10.1. If the purchase contract is concluded in writing, any change must be in writing.

10.2. The parties have agreed that communication between them will take place in the form of e-mails.

10.3. The relevant provisions of the Civil Code, the Act, Act no. 22/2004 Coll. On electronic commerce and on the amendment of Act no. 128/2002 Coll. On state control of the internal market in matters of consumer protection and on amendment of certain laws as amended by Act no. 284/2002 Coll., As amended, and Act no. 102/2014 Coll. On consumer protection in distance selling.

10.4. If the consumer is not satisfied with the way in which the seller has handled his complaint or if he considers that the seller has infringed his rights, he has the opportunity to turn to the seller for redress. If the seller responds to the request for redress or does not respond to it within 30 days from the date of its dispatch, the consumer has the right to file a motion to initiate an alternative solution to his dispute under the provisions of § 12 of Act no. 391/2015 Coll. on Alternative Dispute Resolution and on Amendments to Certain Laws.

The relevant entity for alternative dispute resolution with the seller BIO 5 sro is the Slovak Trade Inspection POBox 29, Bajkalská 21 / A, 827 99 Bratislava 27, www.soi.sk or another relevant authorized legal entity registered in the list of ADR entities maintained by the Ministry of Economy Of the Slovak Republic (the list is available at <http://www.mhsr.sk>); the consumer has the right to choose which of these ADR entities to turn to.

10.5. The consumer can use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit an alternative dispute resolution proposal.

10.6. These business and complaint conditions become effective against the buyer by concluding a purchase contract.

10.7. Before sending the order, the buyer will be asked to confirm by checking the box that he has read these business and complaint conditions, read them, understand their content and fully agrees with them.

11. Heureka.sk (Customer verified service) - information on sending and processing personal data

We determine your satisfaction with your purchase via e-mail questionnaires within the Customer Verified program in which our e-shop is involved. We send them to you every time you buy from us, unless in accordance with § 62 of Act no. 351/2011 Coll. on electronic communications, as amended, you will not refuse to send electronic mail for the purposes of direct marketing. We process personal data for the purpose of sending

questionnaires within the Customer Verified program on the basis of our legitimate interest, which consists in determining your satisfaction with your purchase with us. For the purpose of sending questionnaires, evaluating your feedback and analyzing our market position, we use a processing intermediary, which is the operator of the Heureka.sk portal. For this purpose, we can pass on information about the purchased goods and your e-mail address. Your personal data is not passed on to any third party for its own purposes when sending e-mail questionnaires. You may object to the Customer Verified e-mail questionnaires at any time by rejecting additional questionnaires using the link in the questionnaire email. In case of your objection, we will not send you the questionnaire further.

These business conditions are valid and effective from April 1, 2019