

General Commercial Terms and Conditions GreenPharm s. r. o. for the purchase of goods and services

Article I Introductory provisions

1. These general terms and conditions (*hereinafter referred to as "GTCs"*) are part of the contract concluded between the company **GreenPharm s. r. o.**, Company ID: 50 590 961, Tax ID: 2120389216, VAT ID: SK 2120389216, with registered office at Čermel'ská cesta 67/C, 040 01 Košice, registered in the Commercial Register of the District Court Košice I, Section: Sro, Insert: 40281/V in the position of **seller** (*hereinafter referred to as the "seller"*) and by a legal person or natural person who is in a contractual relationship or expresses an interest in concluding a contractual relationship as buyer with the company GreenPharm s. r. o. as the seller. These GTCs shall also apply to the extent appropriate to cases where there is a conclusion or negotiation for the conclusion of a work contract, where the seller acts as contractor and the buyer acts as customer. These GTCs govern mutual rights and obligations between the seller even if the seller operates an online store on the domain named <https://collagenprivatelabel.com/> and the buyer when executing orders or purchasing goods and/or services through this internet domain.
2. The GTCs are accessible during opening hours at the seller's trading venue (*i.e. business premises intended for the execution of trades*) and indefinitely on his internet domain, as long as the seller operates it. The Seller may make the GTCs available to the buyer in other appropriate manner. The Seller may unilaterally change the conditions laid down in the GTCs in accordance with Art. XII. par. 8. of GTCs.
3. All relations between the buyer and the seller which are not governed by these GTCs are governed by the relevant provisions of Act No. 513/1991 Coll. of the Commercial Code as amended. Only if the buyer is a consumer at the time of execution of the order or trade (*in particular, within the meaning of provisions of Section 2(a) of Act No. 250/2007 Coll. on Protection of Consumers and provisions of Section 52 par. 4 of Act No. 40/1964 Coll. of the Civil Code, both as amended*), relations with the consumer, not governed by these GTCs, are governed by the relevant provisions of civil law and consumer protection law.
4. Where the buyer is a business or public law entity or if he acts in the course of his employment or profession, i.e. whenever he is not a consumer, no consumer protection law or other provisions or arrangements (*including these GTCs*), which by their purpose and nature serve to protect the consumer, shall apply to the relationships between seller and buyer.
5. If the buyer and the seller have concluded a separate written contract or if the performance is carried out on the basis of the buyer's written order accepted by the seller and containing special arrangements, in the event of a conflict of such special arrangements with the GTCs, which cannot be overcome by interpretation, the special terms and conditions thus expressly arranged shall take precedence over these GTCs.
6. Legal relationships arising before the effectiveness of the GTCs and/or not governed by the GTCs shall be governed by the closest related provisions of the GTCs.

Article II Definition of basic terms

1. The seller is entitled to operate in the domain <https://collagenprivatelabel.com/> the online shop (*so-called e-shop*); however, the seller is not obliged to operate the domain and at the same time he is entitled to change or replace the domain with another domain.

The seller is registered for VAT.

Contact details of the seller:

Telephone: +421 918 111 043

E-mail: info@greenpharm.sk

IBAN: SK87 1100 0000 0029 4203 1248, kept in Tatra Banka, a.s.

The supervisory authority in consumer relations shall be: Slovak Trade Inspection (SOI).

2. The buyer is any legal person or natural person who is in a contractual relationship or expresses an interest in concluding a contractual relationship in the position of buyer with the seller; the above applies mutatis mutandis if that person is in the position of the customer vis-à-vis the seller as a contractor.
3. A consumer is a natural person who, when concluding and performing a consumer contract, does not act in the course of his business, employment, or profession.
4. The goods are a product, article and/or service which are at the material time in the seller's offer to the seller or it is the performance of the seller against the buyer in fulfilling the subject-matter of the seller's obligation.
5. Order
 - 5.1. The order of individual goods shall be made in writing or electronically. The written order must be delivered at the seller's registered office or at the address intended for service of documents. The electronic order must be delivered to the seller's e-mail address or made in the online store, via the so-called 'shopping cart' and subsequent filling in the order form on the seller's domain if the seller operates it.
 - 5.2. The order is binding and irrevocable to the buyer at the time the seller became aware of it. For the seller, the buyer's order is binding only when the seller accepts it; however, the delivery or seller's knowledge of the delivery of the order or confirmation of receipt of the order shall not be considered to be an acceptance of the order by the seller.
 - 5.3. The seller does not have to take into account incomplete, defective or false orders or orders of goods which, at the time of execution of the order, the seller does not/did not have in the offer, or orders made apparently by mistake. However, in such a case the seller may also request the buyer to complete or repair the order (*especially if the order does not contain the essential information necessary for its assessment or contains apparently incorrect information*) from the buyer.
 - 5.4. If the seller cannot fulfil the buyer's order or does not want to accept it, he shall inform the buyer without undue delay of his refusal or of his additions, reservations, restrictions or other changes to the order (*on the new proposal*).
 - 5.5. The order can always be cancelled or changed by written or electronic agreement of the seller and buyer. However, the seller is entitled to reimbursement of the costs incurred to him before the cancellation or modification of the order.
 - 5.6. Individual orders of the buyer shall be assessed separately, unless their content or the seller's acceptances clearly show otherwise.
6. Complaint means liability for defects in goods.

Article III

Registration and user account on the domain (*in the "e-shop"*) of the seller

1. To access the user interface, the buyer must be registered. Registration of the buyer is done by the administrator of the site on the basis of data completed by the buyer in the registration form. After successful registration, the buyer can from his user account order goods, manage orders and do other tasks that the web interface allows.
2. The buyer is obliged to provide true and correct information when registering and ordering the goods. The Buyer is obliged to notify the seller of a change of the details contained in

his user account or to make a change within a period of time without undue delay after such a change has occurred.

3. The buyer's access to the user account is secured by username and password. The Buyer undertakes and is obliged to choose a secure password and update it regularly in order to protect access to the user account and to maintain confidentiality of the data used to access his user account. The Seller shall not be liable for breaches of the buyer's obligations in connection with the use of and access to his user account or lack of protection.
4. The Seller reserves the right without compensation to cancel the buyer's user account if the buyer's user account is inactive for more than one year or the buyer breaches his obligations under the obligation relationship with the seller, including obligations resulting from the GTCs, violates the laws or acts in conflict with good manners.
5. Buyer agrees that the user account may not be permanently available. Operation may be interrupted or restricted e.g. due to maintenance of the hardware and software equipment of the seller or, where appropriate, third parties. The user account shall be closed or it shall not be possible to create it also in case the domain is cancelled or its operation is discontinued by the seller.
6. A buyer who, within his user account or order, enters a company ID or any other identifier or data indicating that he cannot act as a consumer, shall be regarded as an entrepreneur or public law body (*shall not be considered a consumer*).

Article IV

Price, payment and delivery terms

1. If the offer of goods is placed on the seller's domain (*so-called e-shop*), the price indicated for the goods applies; except where it is apparent that it is the price indicated by mistake or as a result of an error (*in particular, in case of the indication of the purchase price which differs significantly from the average prices on the market*). In this case, the seller is entitled to demand the correct price and the buyer is entitled to reject the new (*correct*) price and demonstrably cancel the order immediately (*he is obliged to return the goods*), and the seller has the same right to cancel the order. The Seller reserves the right to unilaterally adjust the goods prices placed on his domain so that the new prices become binding on the buyer on the date of their introduction in the domain; such a procedure does not apply to goods already ordered by the buyer, in particular if the seller has accepted such an order.
2. Unless otherwise indicated by a special written agreement or acceptance of the order by the seller, the price of the goods (*purchase price*) is determined by agreement as stated in the delivery note or invoice of the seller. The seller is entitled to request a deposit (*advance*) payment from the buyer up to the maximum of 100% of the purchase price and reimbursement of costs before the goods are provided.
3. Unless otherwise clearly indicated by prices for individual goods, these prices are shown free of value added tax (*VAT*) and the relevant VAT increases the price of the goods under VAT legislation.
4. The seller can provide the buyer with a special discount from the prices of the goods, depending in particular on the quantity of goods ordered or on previous purchases of the buyer. However, the buyer shall not be entitled to a discount under this paragraph.
5. Unless otherwise expressly determined by the seller or agreed with the buyer, the purchase price shall not include any costs or expenses of the seller, in particular for dispatch, delivery, packaging, storage, assembly, insurance, etc.; the seller is entitled to these in addition to the purchase price. The amount of costs can be volatile and can also depend on individual circumstances (*in particular the place of delivery, size, quantity, weight of the goods, etc*).

6. The seller has the right to apply or demand payment of the purchase price or part thereof in court even before the transfer of ownership to the buyer, in particular if the buyer has already taken over/ accepted, consumed, processed, transferred the goods to another person, damaged it, or dealt with it in a different manner in which the seller has no interest in returning (*issuing*) of the goods. The seller's claim for damages shall not be affected thereby.
7. The buyer agrees that the seller's performances are always for consideration. If the seller's agreed claims for consideration, in particular for the purchase price or reimbursement of costs, are or shall become legally defective (*e.g. invalid, ineffective, disputable, etc.*), the seller shall be entitled under any and all circumstances to payment at least of: (*i.*) a repayment at least equivalent to the price that the buyer would normally be obliged under similar conditions to pay for the same, otherwise comparable performance at the time of delivery/ provision, taking into account the reasonable profit of the seller, (*ii.*) reimbursement of all real costs, and (*iii.*) compensation (*damages*) or the issue of unjustified enrichment which arises in connection with the performance for the buyer.
8. The buyer undertakes to pay his monetary obligations in cash or by cashless transfer to the seller's account on the basis of the invoice as an accounting and tax document of the seller, payable within the time limit specified in the seller's invoice, unless otherwise agreed in writing by seller and buyer. If the seller and the buyer agree so, payment for the goods on delivery is possible. If the invoice does not have to be drawn up, the buyer also undertakes to pay upon the written invitation of the seller. The buyer shall also be entitled to pay the monetary obligation before the due date. The monetary obligation of the buyer, paid non-cash, shall be fulfilled only by crediting the sum of money to the seller's account.
9. The seller may draw up an invoice for the buyer in paper form or in electronic form, both forms being equivalent. The invoice in paper form shall be delivered in person upon signed acknowledgement or by post to the address of the buyer. The invoice in electronic form shall be delivered to the buyer's e-mail address. This also applies *mutatis mutandis* to the seller's written invitation for payment by the buyer.
10. Failure to pay the buyer's monetary obligation within the due date shall be considered to be a material breach of contractual obligations, which will give the seller the right to detain, interrupt, suspend, or exclude the specific performance or all performances for the buyer until the buyer's debt is fully paid. The seller shall not thereby be in delay with performance. This shall apply equally in case of delay in the buyer's payment of the deposit (*advance*) payment.
11. In the event of a delay in the payment of the buyer's monetary obligation the seller shall be entitled to claim the contractual interest on late payment of 0.05% of the amount due, for each (*also initiated*) day of delay. If the buyer is in the position of the consumer at the relevant time, the amount of default interest determined by generally binding regulation shall apply. The seller shall also be entitled to the interests on late payment in addition to the claim for damages and/or contractual penalty for each of them, in full.
12. If the buyer who is not in the position of the consumer at the relevant time is late in paying any of his monetary obligations or part thereof, the seller shall be entitled to demand from the buyer payment of the contractual penalty of 0.5% of the amount due for each (*also initiated*) day of delay, for any breach of the buyer's obligation secured by the contractual penalty. The seller shall be entitled to a contractual penalty in addition to the claim for damages and/or interest on late payment, while he is entitled to assert each of these claims in full. By paying the contractual penalty the buyer's commitment to fulfil the obligation which is (*or has been*) secured by the contractual penalty shall not expire.
13. The seller is entitled to unilaterally set off against any pecuniary claim of the buyer recorded against the seller any of his pecuniary claims against the buyer (*all mutual undue, due, and time-barred claims with attribution, in a various mutual combination are eligible*

for such offsetting). The Buyer shall not be entitled to unilaterally set off any of his claims against any claim of the seller; such offsetting shall not give rise to legal effects. This paragraph shall not apply if the buyer is in the position of a consumer at the relevant time.

14. The seller shall deliver the goods in the agreed quantity and volume or extent, in the specified quality (*grade*) and within the time-frame agreed between the seller and the buyer. If the quality is not determined, it is the quality resulting from the purpose for which the goods are normally used.
15. Unless otherwise agreed, the seller shall deliver the goods without undue delay, otherwise within 10 working days from the date of acceptance of the buyer's order. For objective reasons, in particular for reasons of force majeure, the buyer also agrees with an appropriate extension of the delivery date without concluding a specific agreement. The seller reserves the right to extend the delivery date if the goods are not in stock. The buyer shall be informed of any change in the delivery date or impossibility of delivery of the goods. For individual goods, delivery dates may be adjusted differently. The buyer is not entitled to refuse the performance or partial performance of the seller delivered before the agreed date. The seller is not liable for the delayed delivery of the goods for reasons on the part of the carrier.
16. The place of performance is always the registered office of the seller, unless otherwise agreed by the buyer and the seller. The seller fulfils his obligation to deliver the goods by allowing the buyer to dispose of the subject-matter of the performance or in case of a service (*according to the nature of the service*) if the service is provided by him. If the buyer and seller agree to dispatch the goods to the buyer, the goods shall be deemed delivered upon its handover to the first carrier for transport to the buyer at the buyer's expense and risk. The seller shall not be liable for transport or defects in transport; delay on the part of the carrier puts a burden on the buyer even if the performance is shipped by the seller.

Article V

Acquisition of ownership and transfer of risk of damage to goods

1. The right of ownership of the goods passes to the buyer at the earliest at the moment of full payment of the price of the goods. In the case of an advance payment of min. 100%, the buyer shall acquire the title of the goods by delivering, handing the goods over to the first carrier for transport to the buyer or delaying the buyer with the receipt of the goods; which is earlier. By the time the title to goods is acquired, the buyer is not entitled to transfer those goods to another person, to use them to secure other of his obligations to third parties, or otherwise dispose of them.
2. The risk of damage to the goods passes to the buyer at the time the goods are taken over from the Seller or at the time the goods are handed over by the Seller for transport to the buyer, if the buyer and the seller have agreed that it is the Seller's obligation to send the goods, or also by delaying the buyer with taking over of the goods; whichever is earlier.

Article VI

Advice on the right of the consumer to withdraw from the contract under Act No. 102/2014 Coll.

1. The consumer, as a buyer, has the right to withdraw from the contract concluded under Act No. 102/2014 Coll., as amended, without giving a reason within 14 calendar days from the date of receipt of the goods, and the period shall be considered met if the notice of withdrawal from the contract concluded at a distance or off-premises of the seller was sent to the Seller no later than the last day of the period. Goods shall be deemed to have been

taken over by the consumer at the time when the consumer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods or if:

a) several goods ordered by the consumer in one order are delivered separately, then at the time when the goods which were delivered last are taken over;

b) goods consisting of several parts or pieces are delivered, then at the time when the last part or of the last piece is taken over;

(c) the goods are delivered repeatedly for a specified period, then at the time when the first delivered goods are taken over.

2. The consumer exercises his right to withdraw from the contract pursuant to par. 1 of this Article as follows:
 - (a) in writing to the address of the seller's registered office or to the address for service or
 - b) by means of delivery of the withdrawal to the seller's e-mail address.
3. In order to withdraw from the contract according to par. 1 of this Article the consumer shall be entitled to use the form which forms Annex 1 to these GTCs. In case the consumer exercises his right to withdraw from the contract pursuant to par. 1 of this Article properly and in a timely manner, he shall return the goods to the seller by sending them to the address of the seller's registered office at least within 14 days from the date on which he exercised his right of withdrawal. The seller's claim for damages shall not be affected thereby.
4. In case of withdrawal pursuant to par. 1 of this Article the consumer shall bear the costs of returning the goods, including the cost of returning the goods which, by their nature, cannot be returned by post.
5. The returned goods must not be damaged and must be sent to the seller with a proof of purchase, complete accessories, documentation, etc. The consumer is responsible for the reduction in the value of the goods resulting from such treatment of goods which goes beyond the treatment necessary to establish the characteristics and functionality of the goods.
6. The consumer shall have the right, after taking over the goods within the withdrawal period, to unpack and test the goods in a manner appropriate to identify the characteristics and functionality of the goods. However, the consumer is not entitled to impair or destroy packaging beyond the necessary extent.
7. The seller shall, within 14 days from the date of receipt of the consumer's withdrawal pursuant to par. 1 of this Article, reimburse to the consumer the payments which relate to the withdrawal and which he received under or in connection with the contract, including the costs and charges which he is obliged to pay under mandatory legislation. The seller shall return to the consumer the payment under the preceding sentence in the same the consumer used to pay for the goods, unless otherwise agreed between the consumer and the seller. However, the costs of transport, delivery and postage, if they put burden on the seller according to the legislation, are covered by the seller only to the extent of the cheapest normal method of delivery offered by the seller, regardless of the method of delivery chosen by the consumer. However, the seller is not obliged to repay the payment to the consumer before the goods are delivered to the seller or the consumer proves that he has sent the goods back to him.
8. The consumer may not withdraw from a contract whose subject is the following:
 - a) the provision of the service where its provision has begun with the express consent of the customer and the customer has stated that he has been duly informed that by giving such consent he loses the right to withdraw from the contract after the full provision of the service and if the service has been provided in full;
 - b) the sale of goods or services the price of which depends on the price movement on the financial market, which the seller cannot influence and which may occur during the withdrawal period;

- c) the sale of goods made according to the specific requirements of the customer, tailor-made goods or goods intended specifically for one customer;
 - d) the sale of goods which are liable to deteriorate or expire rapidly;
 - e) the sale of audio recordings, video recordings, audio-video recordings or computer software sold in a protective package, where the customer has unpacked the packaging;
 - f) the sale of goods sealed in a protective packaging which is not appropriate to be returned for health or hygiene reasons and whose protective packaging has been disrupted after delivery;
 - g) the sale of goods which by their nature after delivery may be inseparably mixed with other goods;
 - h) the sale of alcoholic beverages price of which was agreed upon at the time of conclusion of the contract, the delivery of which can take place after 30 days at the earliest and the price of which is dependent on price movements on the market which cannot be controlled by the seller;
 - i) urgent repairs or maintenance specifically requested by the consumer from the seller; this shall not apply to service contracts and contracts concerning the sale of other goods other than spare parts required to carry out a repair or maintenance if concluded during the seller's visit to the consumer and the consumer has not ordered such services or good in advance
 - j) the sale of periodical press, with the exception of sales under a subscription agreement and the sale of books not supplied in a protective packaging;
 - k) the provision of accommodation services other than for housing purposes, transport of goods, car rental, provision of catering services or services related to leisure activities, and according to which the seller undertakes to provide such services at the agreed time or within the agreed period;
 - a) the provision of electronic content other than on a tangible medium where such provision has commenced with the consumer's express consent and the consumer has declared that he has been duly advised of the fact that, by expressing such consent, he loses the right of withdrawal.
9. This Article shall not apply to a buyer who is not in the position of consumer at the relevant time and in such case the provisions of the Commercial Code apply, unless the buyer is entitled to withdraw from the contract, unless the mandatory provisions of the Commercial Code provide otherwise. The seller is also entitled to withdraw from the contract in accordance with non-mandatory provisions of the Commercial Code.

Article VII

Consumer claim terms and consumer warranty

1. When taking over the goods, the consumer, as a buyer, is obliged to check:
- whether the goods have been delivered to him in accordance with his order,
 - whether the goods have been delivered to him in quantity in accordance with his order,
 - whether the goods or their packaging are damaged.

In the event that goods have been delivered to the consumer which he has not ordered, the consumer is obliged to contact the seller by e-mail immediately, not later than within 24 hours. In such case, the consumer shall be entitled not to take over the goods and to write down the record of non-acceptance of the consignment or a similar document with the person who supplied the goods.

Where goods which show signs of damage, apparent defects, or a smaller quantity than ordered have been supplied to the consumer, the consumer is obliged to take over the goods but indicate those facts in the delivery note. The consumer is obliged to send such delivery note immediately to the seller and, at the same time, to assert claims from defects; in the case of defects from transport, the consumer shall assert the claims towards

the carrier. Later claims related to the extent of damage, destruction or quantity of goods upon delivery shall not be accepted. In the event that the consumer refuses to take over the goods under this paragraph, the seller shall be entitled to withdraw from the contract.

2. The consumer may claim the goods by e-mail at the seller's e-mail address or by letter sent by post at the seller's registered office, together with the following documents: a valid warranty certificate with the date of sale, the IMEI number, the stamp and signature of the seller, a copy of the proof of purchase, the completed complaint protocol. In the complaint, the consumer is obliged to state:
 - a) own identification data;
 - b) the seller's details;
 - c) a description of the goods claimed by the consumer;
 - d) a description of the defect in the goods; and
 - e) the number of the order or delivery note to which the claim relates.

The consumer is obliged to provide the defective goods to the seller or to the person designated by him for inspection or to enable him to carry out his inspection in order to assess the eligibility and timeliness of the complaint.

3. If the complaint is made by means of distance communication, the seller is obliged to deliver the confirmation of filing the claim to the consumer immediately during business hours; otherwise without undue delay, but at the latest together with proof of settlement of the claim.
4. The warranty period shall start on the day on which the consumer takes over the goods or at the time when he is in delay. The warranty period for the consumer shall be 24 months, in case of an item used it shall be 12 months, unless otherwise specified in the documents relating to the goods. If the goods, packaging or the instructions attached thereto contain a correctly indicated longer period, the warranty period shall not expire before the expiry of that period. The rights from liability for defects shall be exercised with the seller in the manner set out below.

The warranty does not cover defects for which the seller is not liable under the legislation of the Slovak Republic, in particular for damage to the goods incurred, inter alia, due to:

- a) natural or excessive mechanical wear, or where this results from its natural properties,
 - b) contaminating the goods or parts thereof as a result of negligence of maintenance, neglecting care of goods,
 - c) using the goods in conditions which do not correspond to the physical, chemical and mechanical effects of the environment in which the goods are or should be normally placed or used according to the manufacturer's specification;
 - d) external effects, in particular physical or chemical effects, e.g. fall or impact, water ingress, fire, physical-chemical reaction, etc.,
 - e) consuming, processing or interfering with the goods by an unauthorised person (*non-professional repairs, assembly or modifications*);
 - f) when using the goods in conflict with their intended use, instructions, technical standards binding in the Slovak Republic, other documentation of the goods, or the purpose for which the goods are intended,
 - g) or mechanical damage, in particular torn, cut, heat-damaged goods, goods damaged by careless disproportionate physical treatment, intentional damage, even in negligence, etc.,
 - h) failure to report apparent defects during the takeover of the goods;
 - i) the expiry of the warranty period.
5. The warranty also does not cover defects and damages resulting from force majeure, natural event, natural disaster, violent damage, weather conditions or operation under extreme and unusual conditions, or due to changing the legislation or technical standard applicable in the Slovak Republic, etc.

6. The seller is liable for defects which the goods have at the time before passing the risk of damage to the goods to the consumer. In case of things used, the seller is not liable for defects arising from their use or wear. In case of goods sold at a lower price, the Seller is not liable for the defect for which the lower price has been negotiated. If these are not the items that deteriorate quickly or that have been used, the seller is also liable for defects which occur during the warranty period (*guarantee*) only after receipt of the item, if the goods had already had that defect at the time of transfer of the risk of damage to goods to the consumer.
7. The seller is obliged to determine immediately the method of settlement of a complaint if it is not determined by the consumer, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, in particular where a complex technical assessment of the condition of the goods is required, no later than 30 days from the date of the start of the complaint procedure. Notification of the determination of the method for settlement may also be made by the seller in a form of an e-mail notification to the e-mail address of the consumer. After determination of the method for settlement the seller shall settle the complaint immediately, in justified cases the complaint may also be dealt with later. However, the settlement of the complaint must not take more than 30 days from the date of the claim.
8. After the vain expiry of the time limit for settlement of the claim the consumer has the right to withdraw from the contract. Withdrawal is possible only to the extent that it relates to the defective performance of the seller which has been the subject of the complaint, unless the nature of the item shows that the withdrawal must relate to the entire contract (*order*).
9. The seller informs the consumer of the termination of the complaint procedure and the outcome of the complaint by e-mail or registered letter. If the consumer made a claim for the goods during the first 12 months after the conclusion of the contract, the seller may settle the complaint by rejecting only on the basis of an expert's statement or an opinion issued by an authorised, notified or accredited person, or an opinion of the designated person (*hereinafter referred to as the "professional assessment of the goods"*). Regardless of the outcome of the professional assessment, the seller may not require the consumer to pay for the costs of the professional assessment of the goods or other costs associated with the professional assessment of the goods.
10. Pursuant to Act No. 250/2007 Coll. the professional assessment of the goods must include:
 - a) the identification of the person conducting the professional assessment,
 - b) the exact identification of the product under consideration,
 - c) a description of the condition of the product,
 - d) the outcome of the assessment,
 - e) the date of the professional assessment.
11. The seller shall provide the consumer with a copy of the professional assessment justifying the rejection of the complaint no later than 14 days from the date of the settlement of the complaint.
12. If the consumer has made a claim for the goods after 12 months after the conclusion of the contract and the seller has rejected it, the seller is obliged to indicate in the complaint handling document to whom the consumer may send the goods for professional assessment. If the consumer sends the goods for professional assessment to the designated person referred to in the complaint handling document, the costs of the professional assessment of the goods, as well as any other related costs incurred and established, shall be borne by the seller, regardless of the outcome of the professional assessment. If the consumer demonstrates, using the professional assessment from the person designated by the Seller, the Seller's liability for the claimed defect in the goods, he may make the claim again; during the performance of the professional assessment of the goods the warranty period does not expire. The seller is obliged to reimburse the consumer,

within 14 days of the date when the claim was made again, all costs incurred for the professional assessment of the goods, as well as any costs incurred and established. The claim made again cannot be rejected.

13. In the case of a legitimate claim and when the claimed defect can be remedied, the consumer has the right to have the defect remedied free of charge, in a timely and proper manner. The seller may always replace the defective goods with impeccable goods instead of removing the defect. A legitimate claim may also be settled by providing a discount if the buyer agrees. In the case of a defect which cannot be remedied and which prevents the goods from being properly used as though free of defects, the goods may be replaced or the consumer has the right to withdraw from the contract. The same rights apply to the consumer if there are removable defects, but if the consumer cannot properly use the goods due to recurring defects after repair or for a greater number of defects. At least three defects shall be considered to be A greater number of defects and the occurrence of the same defect after at least two previous repairs shall be considered to be the recurrence of the defect. The required settlement of the claim due to which unreasonable costs incur to the seller regarding the price or severity of the defect of the goods may be refused and replaced by other settlement in accordance with the law. Upon settlement of a legitimate complaint, the warranty period is extended by the duration of the complaint. If the complaint has been settled within the statutory warranty period by the replacement of the goods with new goods, then the warranty period shall start to run again from the date the complaint is settled.
14. If an item sold at a lower price or an item used has a defect for which seller is liable, the consumer has the right to an appropriate discount instead of the right to replace the item.
15. This Article shall not apply to a buyer who is not in the position of consumer at the relevant time and in such case Art VIII of these GTCs shall apply.

Article VIII

Claims of the buyer not being a consumer

1. The seller shall not be liable for defects of which the buyer knew at the time of making his order or taking into account the circumstances the buyer should or must have known, unless the defects relate to specifically negotiated properties which the performance of the seller should expressly have had. The seller shall not be liable for defects which occurred after passing the risk of damage to the buyer or at the time the buyer becomes delayed with taking over the performance. The buyer is obliged to file claims for transport defects with the carrier; the seller is not liable for those.
2. If the seller delivers/provides the goods to the buyer before the date defined for its delivery, the seller may by the date deliver the missing part or missing quantity of the performance provided or deliver a replacement performance for the defective performance provided, or to remedy the defects of the performance provided. In such case, the buyer shall not be entitled to claim for damages.
3. The buyer is obliged during the takeover/acceptance from the Seller or the carrier with professional care, at buyer's own expenses and responsibility, to inspect the goods or to secure their inspection and in case the goods have defects which, while maintaining the professional care, the buyer could have detected in due time, he is obliged to immediately notify the Seller in writing on defects or for this reason the buyer may refuse the performance.
4. If the buyer fails to inspect the performance or to secure its inspection pursuant to par. 3 of this Article, the buyer may assert claims for defects identifiable during the inspection only if it is demonstrated without any doubt that the goods had those defects before the time of passing the risk to the buyer and that the seller is liable for those defects.
5. In case of apparent defects, in particular defects in quantity and quality, the buyer shall be obliged to assert claims arising from the defects immediately (*in particular directly when*

taking over or receiving the goods). The buyer is obliged to assert claims for hidden defects immediately after their detection; however, no later than the expiry of the period according to Section 428 par. 1(b) of the Commercial Code.

6. Asserting buyer's claims for defects shall be made in writing, delivered to the buyer, and shall contain at least the following information: 1./ precise identification of the buyer, 2./ day (*date*) when the goods were or should have been delivered and when the defects were detected, 3./ number of the seller's delivery note or of any other document of delivery if issued, 4./ day (*date*) when the document is recorded, and 5./ identification of the performance claimed, by types with stating the unit price and total value, 6./ brief and clear description of how the defect manifests itself, with stating whether it is a defect of quality or quantity or any other defect, 7./ name and signature of the person acting on behalf of the buyer and possibly a stamp of the buyer. If the subject-matter of the performance is sent, a written exercise of claims for defects shall also contain a signature of the person acting on behalf of the carrier.
7. The buyer is obliged to store, free-of-charge, the goods for which he asserts claims for defects in order to assess the eligibility of claiming by the seller, to allow the seller an inspection, and not to dispose of the goods until the inspection is carried out.
8. The seller does not provide the buyer with any warranty for quality, nor when the warranty certificate or similar declaration (*hereinafter also "warranty certificate"*) is delivered to the buyer together with the goods. In such case the warranty certificate serves exclusively for fulfilling obligations of the buyer as the contractor (*Section 52 par. 3 of the Civil Code*) towards consumers according to the laws on consumer protection and does not have effects on the seller. The Seller is not liable for claims raised by third parties against the buyer, including claims for defects/damages.
9. The Buyer's right arising from the defects may not be granted in a judicial proceeding unless the buyer raises his claims for defects in a manner according to this Article hereof, not later than within the time period pursuant to Section 428 par. 1(b) of the Commercial Code.
10. The Seller shall deal with claims for defects on the part of the Buyer without undue delay after they were duly asserted and/or the inspection was carried out if the inspection is necessary for the settlement.
11. The buyer is entitled to these claims for defects and may: (i.) request rectification by delivering the replacement goods for the defective goods, delivery of the missing item, and rectification of legal defects, (ii.) request rectification of defects by repairing, or (iii.) require adequate discount. If the buyer fails to define what claims he is asserting at the latest together with the claims for defects, it shall be defined by the seller. The seller is entitled to change or refuse buyer's asserted claims for defects which could cause that unreasonable costs could incur to the seller with regard to the price of the performance or seriousness of the defect.
12. The proper and early rectification of the defect, for which the seller is liable, does not give the buyer as an entrepreneur a claim for compensation for damage caused by defects and the stated shall be considered to be a part of the business risk being assumed by the Buyer.
13. The seller is not liable for damage which occurred in relation to the fact that the buyer asserted the claims for defects belatedly or in the scope in which he caused the occurrence of the damage or extension of its scope (*the fault is not examined*).

Article IX

Uncollected Consignment

1. In the event the buyer fails to take over the consignment, the contents of which are ordered goods, the seller has the right to demand from the buyer a contractual penalty of EUR 10 for each uncollected piece of goods in the consignment. The seller shall be entitled to a contractual penalty in addition to the claim for damages and/or interest on late payment, while he is entitled to assert each of these claims in full. By paying the contractual penalty the buyer's commitment to fulfil the obligation which is (*or has been*) secured by the contractual penalty shall not expire.

Article X
Consumer instruction on alternative dispute resolution

1. The purpose of this Article of the GTCs is to inform the buyer in the position of the consumer on the possibility and conditions of alternative dispute resolution between the seller and the consumer.
2. An alternative solution to a dispute is a procedure of an alternative dispute resolution body, which seeks to achieve a conciliatory resolution of the dispute between the parties, i.e. between the buyer, who is a consumer, and the seller.
3. The competent body (*entities*) for an alternative dispute resolution is, pursuant to generally binding legal regulations, the Slovak Trade Inspection, to which the consumer may refer, or another entity stated in the list of alternative dispute resolution entities published on the website of the Ministry of Economy of the Slovak Republic -<http://www.mhsr.sk>.
4. The consumer may also be informed of the conditions and platform for the alternative dispute resolution at: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.
5. The consumer can also resolve the dispute between him and the seller through the ODR platform. The consumer may be informed of the conditions and ODR platform of alternative dispute resolution at: <http://ec.europa.eu/consumers/odr/>.

Article XI
Service

1. Correspondence relating to the purchase contract must be delivered to the other party in writing, by e-mail, in person, or by registered mail through the postal operator (*at the choice of the consignor*). Correspondence for the buyer is delivered mainly to the e-mail address, correspondence for the seller is delivered to the contact details specified in the GTCs.
2. The message is delivered:
 - in the case of service by e-mail, at the time of its receipt to the incoming e-mail server: the integrity of the messages sent by e-mail may be secured by the certificate; in the event of a dispute, only at the time of confirmation of the receipt,
 - in the case of service in person or through the postal operator, upon the receipt of the consignment by the addressee,
 - in the case of service in person or through the postal operator, also upon demonstrable refusal to accept the consignment,
 - in the case of service by the postal operator, at the latest upon return of the consignment, even if the addressee was not aware of the deposition.

Article XII
Final provisions

1. All rights and obligations arising from the contractual relationship of the seller and the buyer, as well as from its changes and relating to it in any way (*including orders*) or rights and obligations arising from the breach of the contractual relationship shall be governed by the legal order of the Slovak Republic, especially by the provisions of the Civil Code, and if the consumer is not concerned, especially by provisions of the Commercial Code.
2. If the seller is not a consumer, all disputes arising between the seller and the buyer arise from legal relationships and their changes, or disputes relating to them, including disputes concerning the validity and interpretation of the GTCs, cessation of obligations, as well as disputes arising from or relating to a breach of duties and obligations, including disputes

from individual orders and their infringements, shall be submitted by the seller and the buyer for arbitration to the Arbitration Court of the Slovak Chamber of Trades with the registered office at the address Horná ulica 13, 974 01 Banská Bystrica, established by the Slovak Chamber of Trades according to its Rules of Procedure or in the competent court of the Slovak Republic, and the person who is the plaintiff in the relevant proceedings has the right of choice between the arbitration court and the general court. In arbitration the sole arbitrator shall make a decision and the language of the proceedings shall be the Slovak language. The seller and the buyer declare obligatorily that they shall comply with a decision given in arbitration and that such decision shall be final, binding and enforceable to the seller and the buyer.

3. In the event of termination of the legal relationship between the seller and the buyer or any legal defects in the contractual relationship between the seller and the buyer, the stated shall not apply to the choice of law or arbitration clause under par. 1 and 2. of this Article.
4. The language prevailing shall always be the Slovak language.
5. The Buyer declares that he has received and taken note of these GTCs and undertakes to comply with them.
6. Specific arrangements in the GTCs take precedence over the non-mandatory provisions of the legislation and these non-mandatory provisions shall apply only if they do not contradict the GTCs by their meaning or purpose. Arrangements of the GTCs which conflict with mandatory provisions of the legislation from which they cannot validly deviate in so far as they conflict with those mandatory provisions shall not apply for the duration of that conflict.
7. The GTCs and the contractual relationship between the seller and the buyer shall be interpreted in favour of its validity. If any provision of the GTCs or of order or contract becomes invalid or unenforceable, this shall not affect the validity or enforceability of other provisions of the GTCs or order, or contract. The seller and the buyer have agreed to replace invalid or unenforceable or otherwise defective provisions with such ones as will have the closest legal meaning and effect.
8. The GTCs shall be used in the version valid at the time of the order for all contracts concluded between the seller and the buyer, these terms being considered as an integral part of the contractual relationships between the seller and the buyer.
9. The Seller reserves the right and is entitled to unilaterally amend, supplement, or modify these GTCs at any time at its sole discretion. Orders executed prior to amendment to the GTCs are subject to the general commercial terms and conditions as effective before such amendment.
10. These General Commercial Terms and Conditions become effective on _____._____.

In _____, date _____._____.

GreenPharm s. r. o.
Ing. Martin Guniš, Executing Director

Annex 1 to the GTCs

**MODEL WITHDRAWAL FORM FOR THE CONSUMER
according to Act No. 102/2014 Coll.**

(fill in and send this form only if you wish to withdraw from the contract)

Seller: **GreenPharm s. r. o.**, Company ID: 50 590 961, Čerešská cesta 67/C, 040
01 Košice - Municipality Sever
E-mail: info@greenpharm.sk

I/We* hereby announce that I/we* withdraw from the contract for the following goods/
from the contract for the provision of the following service*:

Date of order/date of receipt*

Name and surname of the consumer/consumers*

Address of the consumer/consumers*

Signature of consumer/consumers* *(only if this form is submitted in a paper form)*

.....

Date

* *Delete where not applicable.*