

GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter referred to as "Terms and Conditions") regulate the rights and obligations of you, as a seller and seller, within the framework of contractual relations concluded through the E-shop on the MSaid-fashion website.

All information on personal data processing is included in the personal data processing policy, which is listed in the "GDPR" tab.

As you surely know, we primarily communicate remotely. Therefore, it also applies to our Agreement that means of remote communication are used, which allow us to come to an agreement without the physical presence of us and you.

If any part of the Terms contradicts what we have approved as part of the process of your purchase on our E-shop, this particular agreement will take precedence over these Terms.

1. SOME DEFINITIONS

- 1.1. **The price** is the financial amount you will pay for the Goods;
- 1.2. **The shipping price** is the financial amount that you will pay for the delivery of the Goods, including the price for its packaging;
- 1.3. **The total price** is the sum of the Price and the Shipping Price;
- 1.4. **VAT** is a value added tax according to the applicable legal regulations;
- 1.5. **E-shop** is an online store operated by Us exclusively online without any operating address;
- 1.6. **An invoice** is a tax document issued in accordance with the Value Added Tax Act for the Total Price;
- 1.7. **We** are Mgr. Kristína Porthová, with registered office at Legerského 12, 831 02 Bratislava, Slovakia, IČO 46473726, VAT number 1079166638 registered in the register of the Bratislava District Office under trade register number 110-210980, with the business name MSaid-fashion, e-mail msaidfashion@msaidfashion.com, referred to by law as the seller;
- 1.8. **The order** is your irrevocable proposal to conclude a contract for the purchase of goods with us;
- 1.9. **The goods** are everything you can buy on the E-shop;
- 1.10. **You** are a person shopping at Our E-shop, referred to by law as a buyer;
- 1.11. **The contract** is a purchase contract agreed on the basis of a duly completed Order sent through the E-shop, and is concluded at the moment when you receive confirmation of the Order from Us.

2. GENERAL PROVISIONS AND INSTRUCTIONS

- 2.1. The purchase of Goods is possible only through the web interface of the E-shop.
- 2.2. When purchasing Goods, it is your duty to provide us with all information correctly and truthfully. We will therefore consider the information you provided to Us when ordering the Goods to be correct and true.

3. CONCLUSION OF CONTRACT

- 3.1. The contract with Us can be concluded in English or Slovak.
- 3.2. The contract is concluded remotely via the E-shop, while you pay for the costs of using the means of communication remotely. However, these costs do not differ in any way from the

basic rate that you pay for the use of these resources (that is, especially for Internet access), so you do not have to expect any additional costs charged by Us beyond the Total Price. By sending the Order, you agree to the use of means of remote communication.

3.3. In order for us to conclude the Agreement, it is necessary that you create a draft Order on the E-shop. This proposal must include the following information:

- a) Information about the purchased Goods (in the E-shop, you select the Goods you are interested in purchasing with the "Add to basket" button);
- b) Information on the Price, Shipping Price, VAT, method of payment of the Total Price and required method of delivery of the Goods; this information will be entered as part of the creation of the draft of the Order within the user environment of the E-shop, while information on the Price, Shipping Price, VAT and Total Price will be entered automatically on the basis of the Goods selected by you and the method of its delivery;
- c) Your identification data used to enable us to deliver the Goods, especially in the scope of name, surname, delivery address, telephone number and e-mail address;

3.4. During the creation of the draft Order, you can change and check the data until the time of its creation. After checking by pressing the "Order with payment obligation" button, you create the order. However, before pressing the button, you must confirm your familiarity with and agreement with these Terms, otherwise it will not be possible to create the Order. A check box is used for confirmation and consent. After pressing the "Order with payment obligation" button, all the filled-in information will be sent directly to Us.

3.5. We will confirm your Order as soon as possible after it has been delivered to Us with a message sent to your e-mail address entered in the Order. The confirmation will include a summary of the Order and these Terms. By confirming the Order on our part, the Contract between Us and You is concluded. The terms and conditions in the wording effective on the day of ordering form an integral part of the Agreement.

3.6. There may also be cases when we will not be able to confirm your Order. This mainly concerns situations where the Goods are not available or cases where you order a larger number of Goods than is allowed by us. However, we will always provide you with information about the maximum number of items in the E-shop in advance, so it should not come as a surprise to you. In the event that there is any reason why we cannot confirm the Order, we will contact you and send you an offer to conclude the Contract in an amended form compared to the Order. In that case, the contract is concluded the moment you confirm Our offer.

3.7. In the event that an obviously incorrect Price is stated in the E-shop or in the draft Order, mainly due to a technical error, we are not obliged to deliver the Goods to you at this Price even if you have received confirmation of the Order, and therefore the Contract has been concluded. In such a situation, we will contact you immediately and send you an offer to conclude a new Contract in an amended form compared to the Order. In that case, the new Contract is concluded at the moment when you confirm Our offer. In the event that you do not confirm Our offer even within 3 days of its sending, we are entitled to withdraw from the concluded Agreement. An obvious error in the Price is considered to be, for example, a situation where the Price does not correspond to the usual price at other sellers or is missing or has an extra digit.

3.8. In the event that the Agreement is concluded, you are obligated to pay the Total Price.

3.9. In some cases, we allow you to use a discount for the purchase of Goods. In order to provide a discount, it is necessary that you fill in the information about this discount in the pre-determined field as part of the draft Order. If you do so, the Goods will be provided to you at a discount.

4. PRICE AND PAYMENT TERMS, RESERVATION OF TITLE

- 4.1. The price is always stated in the E-shop, in the draft Order and in the Contract. In the event of a discrepancy between the Price specified for the Goods within the E-shop and the Price specified in the draft Order, the Price specified in the draft Order shall apply, which will always be identical to the price in the Contract. As part of the draft Order, the Price for shipping, or the conditions when shipping is free, is also indicated.
- 4.2. The total price is stated including VAT, including all fees established by special legal regulations.
- 4.3. We will request payment of the Total Price from you after concluding the Contract and before handing over the Goods. You can pay the total price in the following ways:
- a) By bank transfer. We will send you payment information as part of the Order confirmation. In case of payment by bank transfer, the Total price is payable within 1 day from the creation of the Order.
 - b) Online Paypal payment. In this case, the payment is made through the Paypal payment gateway, while the payment is governed by the terms of this payment gateway, which are available at: <https://www.paypal.com/sk/home>. In the case of this online payment, the Total price is due at the end of the day from the creation of the Order.
 - c) Cash on delivery. In such a case, payment will be made upon delivery of the Goods as opposed to handover of the Goods. In the case of payment by cash on delivery, the total price is payable upon receipt of the Goods.

- 4.1. The invoice will be issued in electronic form after payment of the Total Price and will be sent to your e-mail address specified in the Order. The invoice will also be physically attached to the Goods.
- 4.2. Ownership of the Goods passes to you only after you pay the Total Price and take delivery of the Goods. In the case of payment by bank transfer, the total price is paid by crediting to Our account, in other cases it is paid at the time of making the payment.

5. DELIVERY OF GOODS, PASSING OF RISK OF ACCIDENTAL DAMAGE AND ACCIDENTAL DETERIORATION OF THE OBJECT OF PURCHASE

- 5.1. The goods will be delivered to you in the manner of your choice, while you can choose from the following options:
- a) In the case of a special request, it is also possible to arrange a personal pick-up at a pre-arranged place via e-mail.
 - b) Delivery via the transport companies Slovenská pošta, DHL, SPS, Packeta.
- 5.2. The goods can be delivered within the Slovak Republic, the Czech Republic, Hungary, Austria, Germany, Poland, and in case of interest, it is also possible to deliver to another country of the European Union on the basis of an e-mail request with pre-agreed written conditions on the price and method of delivery.
- 5.3. We are obliged to deliver the goods to you without delay, but no later than within 20 days from the date of conclusion of the Contract. During the performance of the Agreement, such facts may occur that will affect the delivery date of the Goods ordered by you. We will inform you immediately by e-mail about the change in the delivery date and about the new expected delivery date of the ordered Goods, while your right to withdraw from the Contract is not affected by this. Part of Our notification about the new date of delivery of the Goods is also Our request addressed to you to express whether you insist on the delivery of the Goods ordered by you at the new date.
- 5.4. When taking over the Goods from the carrier, it is your duty to check the integrity of the packaging of the Goods and, in the event of any damage, to notify the carrier and Us immediately of this fact. In the event that the package is damaged, which indicates

unauthorized handling and entry into the shipment, it is not your obligation to take the Goods from the carrier.

- 5.5. You are obliged to take over the goods at the agreed place and time. If you do not take delivery of the goods according to the previous sentence, we will notify you by e-mail where you can take over the goods, including the deadline for taking them over, or we will re-deliver the goods to you based on your written request sent no later than 14 days from when you were supposed to take over the goods, whereby you undertake to pay us all costs associated with re-delivery of the Goods. In the event that you violate your obligation to take over the Goods, with the exception of cases under Art. 6.4 of these Terms and Conditions, it does not result in a breach of Our obligation to deliver the Goods to You. At the same time, the fact that you do not accept the Goods is not a withdrawal from the Contract between Us and You. If you do not take over the Goods even within the additional period, We have the right to withdraw from the Contract due to your material breach of the Contract. If we decide to exercise the right in question, the withdrawal is effective on the day we deliver this withdrawal to you. Withdrawal from the Contract does not affect the right to compensation for the incurred damage in the amount of the actual costs of attempting to deliver the Goods, or any other claim to compensation for damage, if it arises.
- 5.6. If, for reasons arising from your side, the Goods are delivered repeatedly or in a different way than was agreed upon in the Contract, it is your obligation to reimburse Us for the costs associated with this repeated delivery. We will send you the payment details for the payment of these costs to your e-mail address specified in the Agreement and they are due within 14 days from the delivery of the e-mail.
- 5.7. The risk of damage to the Goods passes to you the moment you take them over. In the event that you do not accept the Goods, with the exception of cases according to Art. 5.4 of these Terms and Conditions, the risk of accidental destruction and accidental deterioration of the Goods passes to you at the moment when you had the opportunity to take them over, but for reasons on your part you did not take them over. The passing of the risk of accidental destruction and accidental deterioration of the Goods for you means that from this moment you bear all the consequences associated with the loss, destruction, damage or any deterioration of the Goods.

6. RIGHTS FROM LIABILITY FOR DEFECTS

6.1. Preliminary provision on liability for defects

6.1.1. We undertake to deliver the Goods to you in the quality and in the ordered quantity, while you acknowledge that the Goods were used in the time before their purchase into your possession. By purchasing Goods from Us from the e-shop, you express that you understand its condition. In view of this fact, you also note that we are not responsible for defects in this Product, as it is sold at a lower selling price.

6.1.2. We are not responsible for the Goods for defects caused by their use or wear by the end user.

6.1.3. Due to the fact that we are not selling new Goods, it is not possible to provide a warranty period for the Goods, however, in case of dissatisfaction with the Goods sent, it is possible, under previously agreed conditions, to return the goods to Us with a refund of funds to You. The condition for returning the Goods is to report this fact within 2 days of receiving the Goods.

6.2. We guarantee that during the period of passing the risk of accidental destruction and accidental deterioration of the Goods, the Goods are free of defects, in particular that:

- a) has the properties that we have agreed with you, and if they have not been expressly agreed, then those that we have stated in the description of the Goods, or those that can be expected due to the nature of the Goods;
- b) it is suitable for the purposes that we have indicated or for the purposes that are customary for Goods of this type;

- c) is in the corresponding quantity and weight;
- d) meets the requirements imposed on him by special legal regulations;
- e) it is not encumbered by the rights of third parties.

6.3. Conditions for exercising the right from liability for defects (complaints)

- 6.3.1. If the Goods are delivered to you in broken or damaged packaging or the shipment is clearly too light, we ask you not to accept such Goods from the transport company and to notify us of this fact immediately by e-mail at msaidfashion@msaidfashion.com. In case of detection of obvious defects (e.g. mechanical damage), you are obliged to file a claim without undue delay in accordance with point 6.4.1. below. We will not take into account claims made later due to obvious defects in the Goods, including defects consisting in the incompleteness of the Goods.
- 6.3.2. You are obliged to exercise the right from liability for other defects (hidden defects) in accordance with point 6.4.1. below without undue delay after you have discovered the defect in the Goods, but at the latest before the expiry of the warranty period.
- 6.3.3. The warranty applies only to manufacturing defects of the Goods and defects caused by mechanical damage. You cannot apply the right of liability for defects in particular to defects caused by wear and tear, mechanical damage, use of the Goods in inappropriate conditions, etc.
- 6.3.4. 6.3.4. You are not entitled to claim liability for a defect if you knew about the defect before taking over the Goods, or we alerted you to it or you were given an appropriate discount from the Price of the Product for that reason.

6.4. Exercising the right from liability for damage (complaints)

- 6.4.1. In the event that the Product has a defect, i.e. especially if one of the conditions according to Art. 6.12, you can notify Us of such a defect and exercise your rights from liability for defects (i.e. claim the Goods) by sending an e-mail or a letter to Our addresses listed with Our identification data.
- 6.4.2. In your notification, by which you are making a claim, please include in particular a description of the defect in the Goods and your identification data, including the e-mail address to which you are interested in receiving an explanation of how to handle the claim.
- 6.4.3. When making a claim, please also present us with a proof of purchase of the Goods (invoice) in order to prove your purchase from Us, otherwise we are not obliged to accept your claim.
- 6.4.4. We consider the date of initiation of the complaint procedure to be the day of delivery of the defective Goods together with the relevant documents (according to point 6.4.3). In the event that your submission, with which you are making a claim, is incomplete (especially illegible, unclear, incomprehensible, does not contain the required documents, etc.), we will ask you to complete the submitted claim in writing, especially by e-mail. In this case, the complaint procedure begins on the day of delivery of your supplemented submission.
- 6.4.5. If you do not complete the complaint in accordance with point 6.4.4. of this article without undue delay, at the latest within 10 days from the date of delivery of Our invitation according to point 6.4.4. of this article, we will consider your submission unfounded.

6.5. Complaint processing

- 6.5.1. Based on your decision, which of the rights according to § 622 and § 623 of Act No. 40/1964 Coll. You apply the Civil Code as amended (hereinafter referred to as the "Civil

Code") (specified in points 6.5.4 to 6.5.5), we will determine the method of processing the claim immediately, in complex cases no later than 3 working days from the date of application of your claim. In justified cases, especially if a complex technical evaluation of the condition of the Goods is required, no later than 30 days from the date of application of your claim.

6.5.2. After determining the method of handling the complaint, we will handle the complaint immediately, in justified cases we can also handle the complaint later; however, processing of the claim may not take longer than 30 days from the date of application of the claim. After the expiry of the deadline for dealing with the complaint, you have the right to withdraw from the Contract or you have the right to exchange the Goods for new goods, if this is possible.

6.5.3. We are obliged to issue you a written document about the processing of the complaint, no later than 30 days from the date of application of the complaint, and we will inform you about its processing via e-mail. In the event that the complaint is accepted, we will exchange the Goods for new goods or return the paid Price of the Goods to you, unless we agree otherwise.

6.5.4. If it is a defect in the Goods that cannot be removed and which prevents you from being able to properly use the Goods as a defect-free good, and you notify Us within 2 days of receiving the Goods, you have the right to exchange the Goods or you have the right to withdraw from the Contract.

6.5.5. If there are other non-removable defects, you have the right to a reasonable discount from the Product Price.

6.5.6. We will handle the complaint by exchanging the Product, returning the Product Price, paying an appropriate discount from the Product Price, or rejecting the claim with reason.

6.6. The exercise of rights from liability for defects and claims for goods is governed by § 619 et seq. of the Civil Code, Act No. 250/2007 Coll. on consumer protection and amendments to Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended (hereinafter referred to as the "Consumer Protection Act"), and Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services based on a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws as amended (hereinafter referred to as the "Consumer Protection in Distance Selling Act").

6.7. If you are an entrepreneur, it is your duty to notify and point out the defect without undue delay after you have discovered it, but no later than 2 days after receiving the Goods.

6.8. If you are a consumer, you have the right to exercise your rights from liability for defects without undue delay after you have been able to discover them, but no later than 2 days after receiving the Goods.

6.9. Hereby, we have properly informed you about your rights, which arise from § 622 and § 623 of Act no. 40/1964 Coll. Civil Code. By concluding the Agreement, you confirm that you have had the opportunity to read the terms of the Goods complaint.

7. WITHDRAWAL FROM CONTRACT

7.1. Withdrawal from the Agreement, i.e. the termination of the contractual relationship between Us and You from its beginning, may occur for the reasons and methods specified in this article, or in other provisions of the Terms and Conditions, in which the possibility of withdrawal is explicitly stated.

7.2. If you are a consumer, i.e. a person buying Goods outside the scope of your business activity, you have the right to withdraw from the Contract without giving a reason within 14 days from the date of delivery of the Goods, in accordance with the provisions of § 7 of the Act on Consumer Protection in Distance Selling. In the event that we have concluded a

Contract, the subject of which is several types of Goods or the delivery of several parts of the Goods, this period begins to run only on the day of delivery of the last part of the Goods, and in the event that we have concluded a Contract on the basis of which we will deliver the Goods to you regularly and repeatedly, begins on the day of delivery of the first delivery. You can withdraw from the Agreement in any demonstrable way (in particular by sending an e-mail or a letter to Our address given in Our identification data).

- 7.3. Deadline for withdrawal according to Art. 7.2 The condition is considered to be preserved if you send Us a notification that you are withdrawing from the Agreement during it.
- 7.4. In case of withdrawal from the Contract, the Price will be returned to you within 14 days from the effective date of withdrawal to the account from which it was credited, or to the account chosen in the withdrawal from the Contract. However, the amount will not be refunded before you return the Goods to Us at Our address given in Our identification details. Please return the goods to us clean.
- 7.5. In case of withdrawal from the Agreement according to Art. 7.2 Conditions You are obliged to send the Goods to Us within 7 days from the withdrawal, hand over the Goods to Us, while you bear the costs of returning the Goods to Us. The deadline is preserved if the Goods were handed over for transport no later than the last day of the deadline.
- 7.6. You are responsible for damage in cases where the Goods are damaged as a result of your handling them in a different way than it is necessary to handle them with regard to their nature and properties. In such a case, we will invoice you for the damage caused after the goods have been returned to us and the due date of the invoiced amount is 14 days.
- 7.7. We are entitled to withdraw from the Contract due to stock out or unavailability of the Goods. In these cases, we are obliged to inform you of this fact without unnecessary delay and to return to you the already paid Total price for the Goods, within 14 days from the date of notification of withdrawal from the Contract. We will return the Total Price paid for the Goods to you in the same way in which you paid the Total Price, while this does not affect the right to agree with you on another method of refund, if you will not be charged any additional fees in connection with this.
- 7.8. We are entitled to withdraw from the Contract even if you have not taken over the Goods within 5 working days from the date on which you were obliged to take over the Goods.

8. SUBMISSION OF INITIATIVES AND COMPLAINTS

- 8.1. As a consumer, you are entitled to submit suggestions and complaints in writing by email to: msaidfashion@msaidfashion.com.
- 8.2. We will inform you about the assessment of the initiative or complaint by e-mail sent to your e-mail.
- 8.3. The supervisory authority is the Slovak Trade Inspection (SOI), SOI Inspectorate for the Bratislava Region, with registered office: Bajkalská 21/A, 827 99 Bratislava, tel. no. 02/582 721 03.
- 8.4. If you are not satisfied with the handling of your request or complaint, you can submit a request for an inspection electronically via the platform available on the website [https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte - podnet.soi](https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi).

9. ALTERNATIVE RESOLUTION OF DISPUTES WITH CONSUMERS

- 9.1. You have the right to contact Us for rectification by email to: msaidfashion@msaidfashion.com if you are not satisfied with the way we have handled your complaint or if you believe that we have violated your rights. If we respond negatively to your request or do not respond to it within 30 days of sending it, you have the right to submit a proposal to initiate alternative dispute resolution with the alternative dispute resolution entity (hereinafter referred to as the "Subject") pursuant to Act No. 391/2015 Coll. on

alternative resolution of consumer disputes and on amendments to certain laws, as amended (hereinafter referred to as the "Act on Alternative Dispute Resolution").

9.2. The subjects are authorities and authorized legal entities according to § 3 of the Act on Alternative Dispute Resolution, and their list is published on the website of the Ministry of Economy of the Slovak Republic. <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.

9.3. You can submit a proposal in the manner specified under Section 12 of the Alternative Dispute Resolution Act.

9.4. Furthermore, you have the right to initiate out-of-court dispute resolution online through the ODR platform available on the website https://ec.europa.eu/commission/presscorner/detail/sk/IP_16_297, respectively. <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>

10. FINAL PROVISIONS

10.1. We will deliver all written correspondence with you by electronic mail. Our email address is listed under Our Identification Data. We will deliver correspondence to your e-mail address specified in the Agreement or through which you contacted us.

10.2. The contract can only be changed based on our written agreement. However, we are entitled to change and supplement these Terms and Conditions, but this change will not affect already concluded Contracts, but only Contracts that will be concluded after the effective date of this change.

10.3. In case of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, etc.), we are not responsible for damage caused as a result of or in connection with cases of force majeure or unforeseeable events, and if this condition lasts for a period longer than 10 days, We and You have the right to withdraw from the Agreement.

10.4. The Annex to the Terms and Conditions contains a sample form for a complaint and a sample form for withdrawing from the Contract.

10.5. The contract, including the Terms and Conditions, is archived in electronic form with Us, but is not accessible to you. However, you will always receive these Terms and Order confirmations with a summary of the Order by e-mail, and you will therefore always have access to the Agreement even without Our cooperation. We recommend always saving the confirmation of the Order and the Terms and Conditions.

10.6. Our activity is not subject to any codes of conduct according to § 3 par. 1 letter n) of the Act on Consumer Protection in Distance Selling.

10.7. These Terms and Conditions enter into force on April 1, 2024.

APPENDIX NO. 1 - COMPLAINT FORM

Address: Mgr. Kristína Porthová, Legerského 12, 831 02 Bratislava, Slovakia

Application of advertising

Degree name and surname:	
Home address:	
E-mail address:	
Order and invoice number:	
Order date:	
Date of receipt of goods:	
The goods that are being complained about (name and code):	
Description and scope of product defects:	
As a customer of the seller, I demand that my complaint be dealt with in the following way:	
I wish to return the money to a bank account (IBAN)/in another way	

Attachments:

A date:

Signature:

APPENDIX NO. 2 - CONTRACT WITHDRAWAL FORM

Address: Mgr. Kristína Porthová, Legerského 12, 831 02 Bratislava, Slovakia

I hereby declare that in accordance with Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services based on a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws as amended (hereinafter referred to as the "Law on Consumer Protection in Distance Selling"), I withdraw from the Agreement:

Degree name and surname:	
Home address:	
e-mail address:	
Order and invoice number:	
Order date:	
Date of receipt of goods::	
The goods that are being complained about (name and code):	
Reason for return:	
Method for returning received funds:	
I wish to return the money to a bank account (IBAN)/in another way	

Notice for the consumer: According to § 10 par. 4 of the Act on Consumer Protection in Distance Selling entitled to demand from the consumer reimbursement of the decrease in the value of the goods, which arose as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the characteristics and functionality of the goods.

A date:

Signature: