

General Terms and Conditions

Online store www.swiste.com

I. Introductory Provisions and Definitions

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relations between the company

Business name: SWISTE s. r. o.

Registered office: Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak Republic

Registered in the Register of the District Court Bratislava I, Section Sro, Entry No. 66966/B

Company ID: 45 693 102

TAX ID: 202 309 2775

VAT ID: SK202 309 2775

Bank account: SK57 1100 0000 0029 2484 2709

(hereinafter also referred to as the "Seller") and any person who is a Buyer of goods or services offered by the Seller on the Seller's Web site and who acts in the position of a consumer within the meaning of other provisions of these General Terms and Conditions and the relevant laws defining the consumer, within the framework of the applicable legislation of the Slovak Republic, in particular the following laws: Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises, as amended, Act No. 250/2007 Coll. No. 22/2004 Coll. 40/1964 Coll. Civil Code as amended, Act No. 250/2007 Coll. on Consumer Protection, as amended.

1.1.1. Email contact and telephone contact to the Seller is:

Email: info@swiste.com

Phone No: +421 902 887 440

1.1.2. The address for sending documents, complaints, withdrawals etc. is:

SWISTE s. r. o., Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak Republic

1.2. These General Terms and Conditions regulate the legal relations between the Buyers who are consumers and the Seller.

1.3. The term Internet shop is identical with the term Electronic shop, Online store and the term Web site.

1.4. The Buyer is any person (natural person or legal entity) who has placed an order, in particular by using the Seller's website or by other means of long-distance communication.

1.5.A consumer is a Buyer who is a natural person and who, when concluding a purchase contract through the Seller's website, does not act within the scope of his business activity.

1.6.The provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, shall apply to contractual relations (as well as other legal relations that may arise from the contractual relationship) with Buyers who act in the capacity of legal entities, or with natural persons-entrepreneurs who act within the scope of their business activities /Buyers who do not act in the capacity of consumers/.

1.7.For the purposes of these General Terms and Conditions, a distance contract means a contract between the Seller and the Consumer agreed and concluded exclusively through one or more means of distance communication without the simultaneous physical presence of the Seller and the Consumer, in particular through the use of a website or other means of distance communication.

1.8.The term Purchase Contract shall include a contract for the sale of products and a contract for the supply of services, within the meaning of the text set out in these Terms and Conditions.

1.9.Products (hereinafter also referred to as "Items" or "Products") are goods or services which are intended to be sold and are also published on the Seller's Website.

1.10.The Seller is at the same time the operator of the electronic system through which it operates the Website on the domain name www.swiste.com

1.11.The competent authority exercising supervision over legality in the field of consumer protection is:

Inspectorate of the Slovak Trade Inspection

based in Bratislava for the Bratislava Region

Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava

Supervision Department

phone No +4212 58 27 21 21 72, +4212 58 27 21 04

fax No +4212 58 27 21 70

email: ba@soi.sk

web link for submitting complaints: <https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

1.12.The Buyer may also address complaints or suggestions directly to the Seller at the address specified in clause 1.1.2. of these GTC. The Seller also recommends the Buyers to address their complaints and suggestions (in order to speed up the processing) to the Seller's email address: info@swiste.com

Any complaint or suggestion will be considered and dealt with by the Seller within 10 working days of its receipt. The Seller shall inform the Buyer about its handling in the same form as the Buyer delivered the complaint or complaint to the Seller.

1.13.Pursuant to §3, paragraph 1, letter n), Act No. 102/2014 Coll. The Seller informs the Consumer that there are no special relevant codes of conduct to which the Seller is committed to adhere, whereby a

code of conduct means an agreement or a set of rules that define the Seller's behaviour, which the Seller has undertaken to comply with this Code of Conduct in relation to one or more specific business practices or business sectors, unless these are provided for by law or by other legislation or action of a public authority, which the Seller has undertaken to comply with, and the manner in which the Consumer may become aware of them or obtain their text.

II. Product order - conclusion of the purchase contract

2.1. The proposal for the conclusion of a purchase contract by the Buyer is the sending of an order for products by the Buyer, mainly by using the Seller's website or other remote-communication means.

2.2. The conclusion of the Purchase Contract between the Buyer and the Seller occurs at the moment of delivery of the confirmation of receipt of the order to the Buyer, created by the Buyer in accordance with clause 2.1 of these GTC by the Seller (electronically to the Buyer's email address chosen by the Buyer in the process of creating the order).

2.3. The Purchase Contract is concluded for a definite term and shall terminate in particular upon fulfilment of all obligations of the Seller and the Buyer.

2.3.1. The Purchase Contract may be terminated also in other cases defined by the law of the Slovak Republic, in particular by agreement of the contracting parties, withdrawal from the contract by the consumer and in similar cases.

2.4. The Seller informs the Buyer that in the case of ordering products by the Buyer, the order is connected with the obligation of payment for the Buyer, in the form of payment chosen by the Buyer.

III. Purchase price and payment terms

3.1. The price of goods and services ordered through the Seller's Website (hereinafter referred to as the "Purchase Price") is stated separately for each product and is valid at the moment of creating an order by the Buyer.

3.2. The basic currency of payment is the Euro.

3.3. The purchase price of the goods or services listed on the Seller's Website is the total price of the goods or services including all taxes and is clearly stated on the Seller's Website.

3.3.1. The purchase price of the goods or services does not include transport costs or other costs related to the delivery of the products

IV. Methods of payment

4.1 You may pay for goods and services on the Seller's Website in the following ways:

4.1.1.Cash on delivery.

4.1.2.Bank transfer to the Seller's account IBAN: SK57 1100 0000 0029 2484 2709.

V. Delivery of products

5.1 Delivery time for products:

5.1.1.If the Buyer has chosen cash on delivery as a form of payment for the order, the Seller is obliged to fulfil the order and deliver the Products to the Buyer within a period of no later than 90 days from the date of conclusion of the Purchase Contract within the meaning of clause 2.2 et seq. of these GTC.

5.1.2.If the Buyer has chosen a form of payment for the order other than payment on delivery, the Seller is obliged to fulfil the order and deliver the Products to the Buyer within a period of no later than 90 days from the date of conclusion of the purchase contract within the meaning of clause 2.2 et seq. of these GTC and payment of the total price of the order to the Seller. If both conditions set out in clause 5.1.1. of these GTC have been fulfilled (i.e. if the purchase contract has been concluded and the total price of the order has been paid to the Seller), the Seller shall be obliged to deliver the Products to the Buyer within a period of no later than 90 days from the date of fulfilment of both these conditions.

The usual time when the Seller dispatches the Products in stock is 3 days.

5.2.The place of delivery of the ordered products is the address specified by the Buyer in the order.

5.3.The Seller shall deliver the Product by its own means to the Buyer (or to a person authorized by the Buyer to take delivery of the Product), or through third parties (shipping and delivery companies). The Buyer will be informed by e-mail that the order has been handed over to the carrier.

5.4 Delivery of the product is made upon receipt of the product by the Buyer (or by person authorised by the Buyer to take delivery of the product).

5.5.The Seller may ship the goods which are immediately available to the Buyer and deliver the remainder of the order subsequently within a period of time which is consistent with the delivery period under these GTC, provided, however, that the Buyer does not incur any additional costs as a result of the Seller's action and only if the Buyer agrees to this.

5.6.The Seller shall deliver the Products to the Buyer in the quantity and quality ordered, together with the tax documents relating to the order and other documents, if any, which are typical for the Products or services concerned.

VI. Product acceptance

6.1.The risk of damage to the product and liability for damage to the product shall only pass to the Buyer upon its proper acceptance, regardless of whether the Buyer accepts the product personally or through an authorized person / authorized third party. The Seller recommends the Buyer to check the order being collected when taking over the order.

6.2 Title to the Products shall pass to the Buyer upon receipt of the Products by the Buyer at the delivery point designated by the Buyer.

6.3. The Seller shall be entitled to proper and timely payment of the order price from the Buyer for the goods delivered.

VII. Shipping - methods of transport of products and price for their transport

7.1 Forms of Transport:

7.1.1. Slovak Post - parcel to post service

7.1.2. Slovak Post - parcel to address service

7.1.3. Courier service

7.2. Prices for Transport within the Slovak Republic:

7.2.1. Price for delivery by Slovak Post - parcel to post - price 3 Eur

7.2.2. Price for delivery via Slovak Post - parcel to address - price 4 Eur

7.2.3. Price for delivery by courier service - price 4 Eur

7.3. Prices for Shipping within Europe:

7.3.1. Czech Republic, Austria, Hungary, Poland - price 8 Eur

7.3.2. Other European countries - price 12 Eur

VIII. Withdrawal of the Buyer from the Purchase Contract without stating a reason

8.1. If the Seller has timely and properly provided the consumer with information on the right to withdraw from the contract pursuant to § 3 (1) (h) of Act No. 102/2014 Coll., the consumer is entitled to withdraw from the contract concluded at a distance or from the contract concluded outside the Seller's premises within 14 days from the date of:

a) receipt of the goods pursuant to point 8.1.1. of these GTC in the case of contracts, the subject of which is the sale of goods,

b) the conclusion of a contract for the provision of a service or

c) conclusion of a contract for the provision of electronic content not delivered on a tangible medium.

8.1.1. The goods shall be deemed to have been accepted by the consumer at the moment when the consumer or a third party designated by the consumer, with the exception of the carrier, accepts all parts of the ordered goods, or if

(a) goods ordered by the consumer in a single order are delivered separately, at the time of acceptance of the goods which have been delivered last,

(b) he delivers goods consisting of several parts or pieces, at the time of taking delivery of the last part or piece,

(c) he supplies goods repeatedly over a specified period of time, at the time of acceptance of the first of the goods supplied.

8.1.2. If the Seller has provided the consumer with information pursuant to § 3 (1) (h), Art. 102/2014 Coll. as amended only subsequently, but no later than within 12 months from the commencement of the withdrawal period pursuant to clause 8.1. et seq. of these GTC, the withdrawal period shall expire 14 days after the date on which the Seller has subsequently fulfilled the information obligation.

8.1.3. If the Seller has not provided the consumer with information pursuant to § 3 (1) (h) of the Act. 102/2014 Coll. as amended, even within the additional time limit pursuant to point 8.1.2. of these GTC, the withdrawal period shall expire 12 months and 14 days after the date of commencement of the withdrawal period pursuant to point 8.1. et seq. of these GTC

8.1.4. The consumer may also withdraw from the contract, the subject of which is the delivery of goods, before the start of the withdrawal period.

8.2. The Consumer is obliged to send back the goods or hand them over to the Seller or a person authorised by the Seller to take over the goods within 14 days from the date of withdrawal from the contract. This does not apply if the Seller proposes to collect the goods in person or through a person authorised by the Seller. The time limit according to the first sentence shall be deemed to have been observed if the goods have been handed over for transport no later than on the last day of the time limit (§10 paragraph 1 of Act No. 102/2014 Coll.).

8.3. The consumer is obliged, if he/she wishes to exercise this right, to notify the Seller of the withdrawal from the purchase contract no later than on the last day of the specified period. The withdrawal period shall be deemed to have been observed if the notice of withdrawal was sent to the Seller no later than on the last day of the period to the Seller's address, which is:

SWISTE s. r. o., Senická 3788/1, Bratislava - Staré Mesto 811 04, Slovak Republic

This right may also be exercised by the consumer at any of the Seller's outlets.

8.4. The consumer may exercise the right of withdrawal from the contract with the Seller in written form or in the form of a record on another durable medium; if the contract was concluded orally, any clearly formulated statement of the consumer expressing his/her will to withdraw from the contract (hereinafter referred to as the "withdrawal notice") shall be sufficient to exercise the consumer's right of withdrawal from the contract.

8.4.1. If the consumer withdraws from the contract, any ancillary contract related to the contract from which the consumer has withdrawn shall also be cancelled from the outset. No costs or other payments

may be claimed from the consumer in connection with the cancellation of the supplementary contract, except for the payment of the costs and payments referred to in Sections 9(3) and 10(3) of Act No. 102/2014 Coll., as amended, and the price for the service, if the subject of the contract is the provision of a service and if the service has been provided in full.

8.5. By withdrawing from the contract, the parties are obliged to return the services provided to each other. The consumer shall only be liable for any diminution in the value of the goods resulting from handling of the goods which goes beyond the handling necessary to establish the characteristics and functionality of the goods. The consumer shall not be liable for the diminution in value of the goods if the Seller has failed to comply with the information obligation on the consumer's right of withdrawal pursuant to § 3(1)(h). Act No. 102/2014 Coll.

8.6. The consumer may use the withdrawal form to withdraw from the contract without giving any reason. The said form is freely accessible on the Seller's Website.

8.7. If the consumer withdraws from the contract in accordance with Act No. 102/2014 Coll., he/she shall bear the costs of returning the goods to the Seller pursuant to Section 10(3) of Act No. 102/2014 Coll., and if he/she withdraws from the contract concluded at a distance, also the costs of returning the goods which, due to their nature, cannot be returned by post, This does not apply if the Seller has agreed to bear them himself/herself or if he/she has not fulfilled the obligation pursuant to Section 3(1)(i). of Act No. 102/2014 Coll.

8.8. The Seller is obliged to return to the Consumer without undue delay, at the latest within 14 days from the date of delivery of the notice of withdrawal, all payments received from the Consumer under or in connection with the Contract, including transport, delivery and postage costs and other costs and charges; this is without prejudice to the provisions of § 8 (5). Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts

8.9. Pursuant to Section 9(3) of Act No. 102/2014 Coll., as amended, the Seller is not obliged to pay additional costs to the consumer if the consumer has expressly chosen a delivery method other than the cheapest common delivery method offered by the Seller. Additional costs means the difference between the cost of delivery chosen by the consumer and the cost of the cheapest common method of delivery offered by the Seller.

8.10. Shipments sent in the event of withdrawal from the Purchase Contract as cash on delivery will not be accepted by the Seller. Buyers are advised to send consignments by registered post or similar without specifying the amount of the COD.

8.11. Upon withdrawal from the contract, the consumer shall bear only the costs of returning the goods to the Seller or to the person authorized by the Seller to receive the goods. This does not apply if the Seller has agreed to bear them himself or if he has not fulfilled his obligation under § 3(1)(i). Act on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Off the Seller's Premises and on Amendments to Certain Acts

8.12. In addition to the obligations referred to in paragraphs 1, 3 to 5 and § 9 paragraph 3 of Act No. 102/2014 Coll., the exercise of the consumer's right to withdraw from the contract shall not result in the incurrance of additional costs or other obligations for the consumer.

8.13. The right of withdrawal shall not apply to goods and services which are defined in §7(6)(a) to (l) of Act No. 102/2014. Z.z.

Specifically:

(a) the provision of the service, where the provision of the service has been commenced with the express consent of the consumer and the consumer has declared that he has been duly informed that by expressing that consent he loses the right to withdraw from the contract once the service has been fully provided, and where the service has been fully provided,

(b) the sale of goods or the provision of services the price of which depends on price movements in the financial market which are beyond the Seller's control and which may occur during the withdrawal period,

(c) the sale of goods made to the consumer's specific requirements, custom-made goods or goods specifically designed for a single consumer,

(d) the sale of goods which are subject to rapid deterioration or perishability,

(e) the sale of goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been broken after delivery,

(f) the sale of goods which, because of their nature, may be inextricably mixed with other goods after delivery,

g) the sale of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, the delivery of which can take place at the earliest after 30 days and the price of which depends on the movement of prices on the market, which cannot be influenced by the Seller,

h) the performance of urgent repairs or maintenance which the consumer has expressly requested the Seller to perform; this does not apply to service contracts and contracts the subject of which is the sale of goods other than spare parts necessary for the performance of the repair or maintenance, if they were concluded during the Seller's visit to the consumer and the consumer has not pre-ordered these services or goods,

(i) the sale of sound recordings, visual recordings, phonograms or computer software sold in protective packaging, if the consumer has unwrapped the packaging,

(j) the sale of periodicals, with the exception of sales under a subscription agreement, and the sale of books not supplied in protective packaging,

(k)the provision of accommodation services for purposes other than housing, the transport of goods, the hiring of cars, the provision of catering services or the provision of services related to leisure activities and pursuant to which the Seller undertakes to provide such services at the agreed time or within the agreed period,

(l)the provision of electronic content other than on a tangible medium, where the provision of that content has been initiated with the express consent of the consumer and the consumer has declared that he has been duly informed that the expression of that consent shall forfeit his right of withdrawal.

8.14.In the event of withdrawal from the contract, the Seller is obliged to return the funds to the consumer in the same form in which it received them from the consumer. Changing the form of return of funds to the consumer is only possible with the consent of the consumer.

8.15.When withdrawing from a contract, the subject of which is the sale of goods, the Seller is not obliged to return the payments to the consumer pursuant to § 9 paragraph 1 of Act No. 102/2014. Z.z. before the goods are delivered to him or until the consumer proves that the goods have been sent back to the Seller, unless the Seller proposes to collect the goods in person or through a person authorised by him.

8.16.If the consumer withdraws from the contract for services and has given explicit consent pursuant to Section 4(6) of Act No. 102/2014 before the commencement of the provision of services. Z.z. as amended, the consumer shall be obliged to pay the Seller only the price for the performance actually provided until the date of delivery of the notice of withdrawal from the contract. The price for the performance actually provided shall be calculated proportionally on the basis of the total price agreed in the contract. If the total price agreed in the contract is overestimated, the price for the performance actually provided shall be calculated on the basis of the market price of the performance provided.

8.17.The consumer shall not be obliged to pay for

8.17.1.Services provided during the withdrawal period, regardless of the extent of the performance provided, if:

8.17.1.1.1.The Seller has not provided the Consumer with information pursuant to Section 3(1)(h) or (j) of Act No. 102/2014 Coll., as amended

8.17.1.2.The Consumer has not given the Seller express consent to commence the provision of the service pursuant to § 4(6), Act No. 102/2014 Coll. as amended

8.17.2.Fully or partially provided electronic content that is not delivered on a tangible medium, if:

8.17.2.1.The Consumer has not given the Seller explicit consent to commence the provision of the electronic content pursuant to § 4 para. 8, Act No. 102/2014 Coll., as amended

8.17.2.2.The Consumer has not declared that he/she has been duly instructed that by expressing his/her consent pursuant to the first point he/she loses the right to withdraw from the contract; or

8.17.2.3.The seller has not provided the consumer with a confirmation in accordance with section 6(1) or (2)(b). 102/2014 Coll., as amended

8.18.If, under a contract concluded outside the Seller's premises, the goods were delivered to the consumer's home at the time of conclusion of the contract and, due to their nature, it is not possible to send the goods back to the Seller by post, the Seller shall be obliged to arrange for the collection of the goods at its own expense within the time limit pursuant to § 9 (1) of Act No. 102/2014. Z.z., as amended

8.19.The Seller instructs the Buyer that if the provision of the service is to commence under the Service Contract before the expiry of the withdrawal period or if the Buyer requests the provision of the service before the expiry of the withdrawal period:

8.19.1.By agreeing to commence the provision of the service before the expiry of the withdrawal period, the Buyer loses the right to withdraw from the contract once the service has been fully provided.

8.19.2.The Seller must have the Buyer's express consent to commence the provision of the service before the expiry of the withdrawal period and a statement that the Consumer has been duly instructed in accordance with clause 8.19.1 of these GTC.

IX. Alternative Dispute Resolution

9.1.If the Consumer is not satisfied with the manner in which the Seller has handled his/her complaint or believes that the Seller has violated his/her rights, the Buyer has the right to contact the Seller with a request for redress. If the Seller responds to the Consumer's request under the preceding sentence in a negative manner or fails to respond to such a request within 30 days from the date of its dispatch by the Consumer, the Consumer shall have the right to file a motion for the initiation of an alternative dispute resolution pursuant to the provisions of Section 12 of Act No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts, as amended. The competent entity for alternative dispute resolution of consumer disputes with the Seller is the Slovak Trade Inspection (contact <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>), or another competent authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>, or directly at <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>).

The Buyer has the right to choose which of the above mentioned alternative dispute resolution entities to turn to. The Buyer may use the online dispute resolution platform available on the website <http://ec.europa.eu/consumers/odr/> or directly on the website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage> to submit a proposal for alternative dispute resolution of his/her consumer dispute. Alternative dispute resolution can only be used by the Buyer who is acting in the capacity of a consumer when concluding and performing the contract. Alternative dispute resolution applies only to a dispute between the consumer and the Seller arising out of or relating to a consumer contract. Alternative dispute resolution applies only to distance contracts. The ADR entity may reject the proposal if the quantifiable value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for the initiation of ADR up to a maximum of EUR 5 including VAT.

All other information regarding alternative dispute resolution between the Seller and the Buyer - consumer arising from the Purchase Contract as a consumer contract or related to the Purchase Contract as a consumer contract is available on the website of the Ministry of Economy of the Slovak Republic www.mhsr.sk and in Act No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts, as amended.

X. Final Provisions

10.1. The Seller reserves the right to change the General Terms and Conditions. The obligation of written notification of the change of the General Terms and Conditions is fulfilled by placing it on the Seller's Website. In the event of a change in the General Terms and Conditions, the relationship between the Buyer and the Seller shall be governed by the General Terms and Conditions valid and effective at the time of conclusion of the Purchase and Sale Agreement until its termination.

10.2. The contractual relations (as well as other legal relations that may arise from the contractual relationship) with natural persons who are not acting within the scope of their business activity /consumers/ when concluding a purchase contract under these GTC are subject to the general provisions of Act No. 40 /1964 Coll., the Civil Code, as amended, also special regulations, in particular Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and Act No. 250/2007 Coll. on consumer protection.

10.3. These General Terms and Conditions form an integral part of the Complaints Policy and the Privacy Policy and Privacy Notice of this Website. The documents - the Complaints Procedure and the Privacy Policy and Instructions of this Website are published on the domain of the Seller's Website.

10.4. These General Terms and Conditions shall come into force and effect upon their publication on the Seller's Website on 01.06.2023

This eshop is certified by <http://www.pravoeshopov.sk>