

1. General provisions

These business and complaint conditions regulate the rights and obligations of the contracting parties arising from the purchase contract concluded between the seller, which is Think Bigger, sro, with its registered office at Topoľová 16, 811 04 Bratislava, Slovak Republic, IČO: 45 892 661, DIČ: 2023135224, VAT ID: SK2023135224, entered in the Commercial Register of the District Court Bratislava I., Section: Sro, File no. 68278 / B (hereinafter referred to as the "seller") and the buyer, the object of which is the purchase and sale of the product on the e-commerce website of the seller.

Seller's contact details: Think Bigger, sro, with its registered office at Topoľová 16, 811 04 Bratislava, Slovak Republic, ID number: 45 892 661, entered in the Commercial Register of the District Court Bratislava I., Section: Sro, File no. 68278 / B, VAT No .: 2023135224, VAT No .: SK2023135224, tel. contact +421 903 380 356, +421 902 134 877 email: info@thinkbigger.sk.

Supervisory authority: Slovak Trade Inspection Authority (SOI), SOI Inspectorate for the Bratislava Region, Department of Technical Product Inspection and Consumer Protection and Legal Department, with registered office: Prievozska 32, PO Box 5,820 07 Bratislava 27, Slovak Republic, tel. no .: +4212 58 272 172, + 4212 58 272 104 fax no .: +4212 58 272 170, <http://www.soi.sk/> <http://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti.soi>

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

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

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

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

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

2. Method of concluding the purchase contract

2.1. The proposal to conclude the purchase contract is sent by the buyer to the seller in the form of a completed and sent form on the seller's website, to which he sent a written proposal to conclude the purchase contract, the subject of which is the transfer of ownership of the product designated by the buyer at the purchase price and under the conditions specified in this order. (hereinafter referred to as the "order").

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

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

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

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

2.6. Before sending the order, the Seller has informed the Buyer in a clear, unambiguous, comprehensible and irreplaceable manner of pre-contractual information concerning complaints, payments, business, transport and other conditions by: the

- A. main characteristics of the product or the nature of the service to the extent appropriate to the means of communication and product used; the service was informed on the relevant catalog page of the seller's e-commerce, the
- B. trade name and registered office of the seller was informed on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the seller's
- C. phone number and other information that are important for the buyer's contact with the seller, especially his e-mail address, if he has informed them on the seller's e-commerce.

- Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the seller's
- D. address at which the buyer can file a complaint about the product or service, file a complaint or other complaint informed in Art. 1 of these terms and conditions, which are located on the relevant sub-page of the seller's e-commerce, the
 - E. total price of the product or service, including value added tax and all other taxes or if the nature of the product or service can not reasonably determine the price in advance, how to calculate , as well as the costs of transport, delivery, postage and other costs and fees, or, if these costs and fees can not be determined in advance, the fact that the buyer will be obliged to pay them informed the relevant e-commerce catalog page,
 - F. payment terms, delivery terms , the period in which the seller undertakes to deliver the product or provide the service for information on the procedures for application and processing complaints, complaints and suggestions purchaser has informed the relevant articles of these business and complaint conditions are placed on the respective sub-page e-commerce vendor,
 - G. information on pr informed the buyer to withdraw from the purchase contract, the conditions, period and procedure for exercising the right to withdraw from the contract informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the
 - H. provision of a form for withdrawal from the purchase contract informed in Art. 10a in the appendix to these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce; The seller also provided the form for withdrawal from the purchase contract in the annex to these terms and conditions and complaints, which are located on the relevant subpage of the seller's e-shop
 - I. information that if the buyer withdraws from the purchase contract, will bear the costs of returning the product to the seller. 3 of Act no. 102/2014 Coll. On consumer protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises and on amendments to certain laws as amended (hereinafter "Act on consumer protection in distance selling") , and if he also withdraws from the purchase contract the costs of returning the product, which due to its nature cannot be returned by post informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,
 - J. the buyer's obligation to pay the seller the price for the performance actually provided under § 10 para. 5 of the Act on Consumer Protection in Distance Selling, if the buyer withdraws from the service contract after giving the seller explicit consent under § 4 para. 6 of the Act on Consumer Protection in Distance Selling informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the
 - K. circumstances under which the buyer loses the right to withdraw from the contract in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,
 - L. instructions on the seller's liability for defects in the product or service under Art. § 622 and 623 of the Civil Code informed in Art. 8 of these terms and conditions and complaints, which are located on the relevant sub-page of the seller's e-commerce, the

- M. existence and details of the warranty provided by the manufacturer or the seller according to stricter principles than stipulated in para. § 502 of the Civil Code, if provided by the manufacturer or seller, as well as information on the existence and conditions of assistance and services provided to the buyer after the sale of the product or provision of services, if such assistance is provided on the relevant e-commerce catalog page and Art. 9 of these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the
- N. existence of relevant codes of conduct, which the seller has undertaken to comply with, and how the buyer can get acquainted with them or obtain their wording on the relevant e-commerce catalog page of the seller , the
- O. duration of the contract in the case of a fixed - term contract; in the case of a contract concluded for an indefinite period or in the case of a contract for which its validity is automatically extended, he also informed about the conditions of termination of the contract on the relevant e-commerce catalog page of the seller and these terms and conditions, which are located on the relevant subpage of the electronic commerce vendor,
- P. the minimum duration of the liabilities of the buyer arising from the purchase contract, if the contract of sale is clear for the buyer such an obligation to inform the relevant product page, e-commerce vendor and these business and complaint conditions are placed on the respective sub-page e-commerce vendor,
- Q. the buyer's obligations to pay advance payment or provide another financial security at the request of the seller and the conditions that apply to its provision, if the purchase contract implies for the buyer such an obligation on the relevant catalog page of the electronic the seller's e-commerce and in these terms and conditions, which are located on the relevant subpage of the seller's e-commerce,
- R. functionality, including applicable technical protection measures to secure electronic content, if applicable, informed on the relevant e-commerce catalog page of the seller and in these terms and conditions are located on the relevant sub-page of the seller's e-commerce, the
- S. compatibility of the electronic content with hardware and software of which the seller knows or is reasonably expected to know about them, if applicable on the relevant e-commerce catalog page of the seller and these terms and conditions, which are located on the relevant sub-page of the seller's e-commerce, the
- T. possibilities and conditions of out-of-court dispute resolution through the alternative dispute resolution system, if the seller has committed this system to you. to inform on the relevant catalog page of the seller's e-commerce and in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce, the
- U. actions necessary to conclude the purchase contract by describing these necessary actions in these business and complaint conditions, which are located on to the relevant sub-page of the seller's e-shop
- V. , that the purchase contract will be stored in electronic form at the seller and is available to the buyer after the buyer requests it in writing on the relevant e-commerce catalog page of the seller and these terms and conditions, which are located on to the relevant subpage of the seller's e-commerce

W. , that the language offered for the conclusion of the contract is the Slovak language on the relevant catalog page of the seller's e-commerce and in these business and complaint conditions, which are located not on the relevant sub-page of the seller's e-commerce.

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

3. Rights and obligations of the seller

3.1. The seller is obliged to:

- A. deliver the product to the buyer in the agreed quantity, quality and time on the basis of the order confirmed by acceptance and pack or equip it for transport in the manner necessary for its preservation and protection,
- B. ensure that the delivered product complies with valid Slovak legislation,
- C. immediately after concluding the purchase contract , at the latest, together with the delivery of the product, provide the buyer with a written confirmation of the conclusion of the purchase contract on a durable medium, for example by e-mail. The certificate must contain all the information mentioned in point 2.6. including the form for withdrawal from the purchase contract.
- D. hand over to the buyer at the latest together with the product in written or electronic form all documents necessary for taking over and using the product and other documents prescribed by valid Slovak legislation (instructions in Slovak language, warranty card, delivery note, tax document / invoice).

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

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

4. Rights and obligations of the buyer

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

4.2. The buyer is obliged to:

- A. take over the ordered and delivered product,
- B. pay the seller the agreed purchase price within the agreed due date, including the cost of product delivery, receipt of the product
- C. confirm therein the delivery note / invoice with his signature or the signature of his authorized person.

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

5. Delivery and payment conditions

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

5.2. Unless the seller and the buyer have agreed otherwise in the purchase contract, the seller is obliged to deliver the item to the buyer without delay, no later than 30 days from the date of conclusion of the purchase contract. If the seller has not fulfilled his obligation to deliver the item within the period under the first sentence, the buyer shall invite him in writing to deliver the item within the additional reasonable period provided by him. If the seller does not deliver the item even within this additional reasonable period, the buyer is entitled to withdraw from the contract in writing.

5.3. The seller is entitled to invite the buyer in writing to take over the product even before the expiry of the period for delivery of the product agreed in the purchase contract.

5.4. The display of the product on any e-commerce website operated by the seller is for illustrative purposes only. The weight, dimensions and other product information contained in the seller's catalogs, brochures and other documents placed on the seller's e-commerce website are given by the manufacturer and may differ from the actual by $\pm 1\%$ of the stated value.

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

5.6. If the seller delivers the product to the buyer to the Place and in the Time Range, the buyer is obliged to take over the product in person or ensure that the product is taken over by a

person authorized in case of absence to take over the product and sign a protocol on payment of purchase price and delivery and delivery of the product. The third party authorized to take over the product is obliged to submit to the seller a copy of the written acceptance of the order. The product is considered delivered and taken over at the moment of delivery of the product to the buyer. Delivery of the product to the Buyer means delivery of the product to the Site, its acceptance by the Buyer or a third party authorized by the Buyer and signing of a protocol on payment of the purchase price and delivery and delivery of the Product by the Buyer or a third party authorized by the Buyer.

5.7. If it is necessary to repeat the delivery of the product due to the absence of the buyer at the Site and within the time range or if the buyer without prior written withdrawal from the purchase contract within 7 days after the expiration of the time range in vain, the seller is entitled to compensation for damages the actual cost of an attempted unsuccessful delivery of the product to the Site.

5.8. The buyer is obliged to check the shipment, ie the product as well as its packaging immediately after delivery in the presence of the seller's representative. If the existence of a product defect is found, the seller's representative is obliged to allow the buyer to make a record of the extent and nature of the product defect, the accuracy of which will be confirmed in writing by the seller's representative. On the basis of such a record delivered to the seller, the buyer may subsequently refuse to take over the delivered product with a defect or confirm the delivery of the product with a defect and subsequently in accordance with Art. 8 of these business and complaint conditions to file a complaint of product defects with the seller or a designated person. In the event that the buyer refuses to take over the delivered product with a defect, all reasonable costs incurred to return the product to the seller shall be borne by the seller.

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

6. Purchase price

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

6.2. The buyer is obliged to pay the seller the purchase price, including the cost of delivery of the product by PayPal or cashless transfer to the seller's bank account specified in the written acceptance of the order or on the seller's website at the time before taking over the product.

6.3. In the event that the buyer pays the seller the purchase price by non-cash transfer, the day of payment is considered to be the day when the entire purchase price was credited to the bank account of the seller.

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

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

6.6. Costs associated with the installation and delivery of the product are not included in the purchase price and the seller is not obliged to provide these services to the buyer.

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

7.1. The buyer acquires ownership of the product by paying the full purchase price for the product.

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

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

8.1. If it is a defect of the product that can be removed, the buyer has the right to be free, timely and properly removed. The seller is obliged to eliminate the defect without undue delay.

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

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

8.4. In the case of a defect in the product which cannot be removed and which prevents the product from being properly used as a defect-free item, the buyer has the right to replace the product or has the right to withdraw from the purchase contract in writing. The same rights

belong to the buyer in the case of remediable defects, but if the buyer can not properly use the product due to the recurrence of the defect after repair or due to a large number of defects.

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

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

8.7. The seller is responsible for product defects in accordance with applicable regulations of the Slovak Republic and the buyer is obliged to file a complaint in writing with the seller or a designated person. Information on designated persons and service points for warranty and post-warranty service is provided on the back of the warranty card or will be provided by the seller to the buyer upon request by telephone or in writing via e-mail.

8.8. The handling of complaints is governed by the valid complaint procedure of the seller, ie Art. 8 of these business and complaint conditions. The buyer was duly acquainted with the complaint procedure and informed about the conditions and method of product complaint, including information on where the complaint can be made, and about the performance of warranty repairs in accordance with Art. § 18 par. 1 of Act no. 250/2007 Z. from. on consumer protection and amending the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended (hereinafter referred to as the "Act") in the period before concluding the purchase contract by placing these business and complaint conditions on the relevant subpage of the seller's e-shop and the buyer had the opportunity to read them before sending the written order.

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

8.10. The buyer has the right to claim from the seller for product defects relating only to the product, which shows defects for which the manufacturer, supplier or seller is responsible, is covered by the warranty and was purchased from the seller.

8.11. If the product shows defects, the buyer has the right to file a written complaint at the registered office of the seller in accordance with Art. § 18 par. 2 of the Act by delivering the product to the address of the registered office of the seller and delivering to the seller a written expression of the will of the buyer to exercise his right under points 8.1. to 8.5. of these business and complaint conditions (hereinafter referred to as the "Notice of Complaint"), e.g. in the form of a completed complaint form, which is located on the relevant subpage of the seller's e-commerce. The seller recommends insuring the product at the appropriate value of the product when sending it for a complaint. The seller does not accept cash on delivery. The Buyer is obliged to state all the required information truthfully in the Notice of Complaint, in particular to

precisely indicate the type and extent of the product defect; the buyer shall also state which of his rights arising from para. Sections 622 and 624 of the Civil Code apply. The buyer has the right to file a written complaint with a person authorized by the product manufacturer to perform warranty repairs (hereinafter referred to as the "designated person"). The list of designated persons is given in the warranty card or the seller will send it to the buyer at his written request.

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

- A. delivery of the Notice of complaint to the seller,
- B. delivery of the claimed product from the buyer to the seller or designated person,
- C. delivery of access codes, passwords, etc. to the complained product to the seller, if these data are necessary for the proper handling of the complaint;

8.13. If the subject of the complaint is a product that cannot be objectively delivered to the seller or which is permanently installed, the buyer is, in addition to meeting the conditions under points 8.12 (a), a) and c) of these complaint and business conditions, he is obliged to provide all necessary co-operation for the inspection of the claimed product by the seller or by a third party designated by the seller. The complaint procedure concerning a product which cannot be objectively delivered to the seller or which is permanently installed begins on the day when the inspection of the product according to the first sentence was performed. However, if the Seller or a third party designated by him, despite the necessary cooperation provided by the Buyer, does not ensure the inspection within a reasonable time, but no later than 10 days from delivery of the Notice to the Seller, the complaint procedure begins on the day of delivery of the Notice to the Seller.

8.14. The seller or a designated person shall issue to the buyer a written confirmation of the claim of the product in a suitable form chosen by the seller, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the product and once again inform the consumer of his rights under point 8.1. to 8.3. these business and complaint conditions (provisions of § 622 of the Civil Code) and the rights arising from point 8.4. to 8.5. of these business and complaint conditions (provisions of § 623 of the Civil Code). If the complaint is made by means of long-distance communication, the seller is obliged to deliver a written confirmation of the complaint to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but no later than together with the proof of the complaint; The confirmation of the claim need not be delivered if the buyer has the opportunity to prove the claim in another way.

8.15. The buyer is entitled to decide which of his rights in accordance with Art. § 622 and par. § 623 of the Civil Code applies and at the same time is obliged to immediately deliver information about his decision in writing to the seller. Based on the decision of the buyer, which of his rights in accordance with Art. § 622 and par. § 623 of the Civil Code is applied by the seller or a designated person obliged to determine the method of handling the complaint according to the provisions of Art. § 2 letter m) of the Act immediately, in more complex cases within 3 days from the beginning of the complaint procedure, in justified cases, especially if a

complex technical assessment of the condition of the product is required no later than 30 days from the day of the complaint procedure. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately, in justified cases, the complaint can be resolved later. However, the settlement of the complaint may not take longer than 30 days from the date of the complaint. After the expiration of the time limit for handling the complaint in vain, the consumer has the right to withdraw from the contract in writing or has the right to exchange the product for a new product.

8.16. If the buyer has lodged a product complaint within the first 12 months of concluding the purchase contract, the seller may settle the complaint only on the basis of an expert opinion or opinion issued by an authorized, notified or accredited person or the designated person's opinion (hereinafter "product assessment"). Irrespective of the result of the expert assessment, the seller may not require the buyer to reimburse the costs of the expert assessment of the product or other costs related to the expert assessment of the product.

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

8.18. The buyer has no right to exercise the right of liability for defects of which he was notified in writing or orally by the seller at the time of concluding the contract, or which, having regard to the circumstances under which the purchase contract was concluded, he must have known.

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

8.20. The seller is not responsible for product defects:

- A. in the case of an obvious defect which the buyer was able to detect by checking the consignment on delivery of the product and which he did not notify in writing to the seller's representative in accordance with point 5.8. these complaint and business conditions,
- B. if the buyer has not exercised his right in writing regarding the seller's liability for a product defect by the end of the product warranty period,

- C. if the product defect is mechanical damage to the product caused by the buyer,
- D. if the defect of the product was caused by the use of the product in conditions that do not correspond in their intensity, humidity, chemical and mechanical influences to the natural environment intended for the product,
- E. if the defect of the product was caused by improper handling, operation or neglect of care for the product and service,
- F. if the defect of the product was caused by damage to the product by excessive loading or use contrary to the conditions specified in the documentation or the general principles of normal use of the product,
- G. if the defect of the product was caused by damage to the product by unavoidable and / or unforeseeable events,
- H. if the product defect was caused by damage to the product due to accidental damage and accidental deterioration,
- I. if the product defect was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity or other force majeure,
- J. if the product defect was caused by interference with the product by an unauthorized person.

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

- A. by handing over the repaired product,
- B. product replacement,
- C. by returning the purchase price for the product,
- D. by paying a reasonable discount on the purchase price for the product,
- E. a written invitation to take over the performance specified by the seller,
- F. reasoned rejection of the product claim.

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

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

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

8.25. In the event of a product exchange for a new product, the buyer will receive a document stating information about the product replacement, and any further complaints are applied on the basis of the purchase contract and this complaint document. In the event of a product being replaced with a new product, the warranty period will begin to run again from the receipt of the new product, but only for the new product.

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

- A. the seller ensures the elimination of the defect, or
- B. the seller replaces the defective product.

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

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

- A. by exchanging the product for another functional product of the same or better technical parameters, or
- B. in the event that the seller cannot exchange the product for another product, he will settle the complaint by refunding the purchase price for the product.

8.29. In the case of a defect which cannot be remedied, or one more repetitive remediable defect, or a number of different remediable defects which prevent the product from being properly used as being without defect and the buyer shall not immediately specify in writing in accordance with point 8.15. of these complaint and business conditions, how the complaint should be handled, the seller will handle the complaint by exchanging the product for another functional product of the same or better technical parameters.

8.30. Complaint handling applies only to defects listed in the Notice on the application of the complaint and in the written confirmation of the application of the product complaint according to point 8.14. these complaint and business conditions.

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

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

8.33. The right of the buyer to file a claim for a product defect is after he has exercised his right in writing and asked the seller in writing to eliminate the product defect according to point 8.1. these complaint and business conditions.

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

8.35. If the consumer is not satisfied with the way in which the seller has handled his complaint or if he considers that the seller has violated his rights, he has the opportunity to contact the seller in writing to seek redress.

If the seller responds in writing to a written request for redress or does not respond to it within 30 days from the date of its dispatch and delivery, the consumer has the right to file a motion to initiate an alternative solution to his dispute under the provisions of § 12 of Act no. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts, as amended.

The relevant entity for alternative resolution of consumer disputes with the seller Think Bigger, sro is the Slovak Trade Inspection, Prievozská 32, 827 99 Bratislava 27, www.soi.sk or another relevant 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>); the consumer has the right to choose which of the above-mentioned ADR entities to turn to. The consumer can use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit an alternative dispute resolution proposal.

9. Personal data and their protection

9.1. The contracting parties have agreed that the buyer, if he is a natural person, is obliged to notify the seller in writing of his name and surname in the order, delivery address, including postal code, billing information and billing address, telephone number and e-mail address.

9.2. The contracting parties have agreed that the buyer, if he is a legal entity, is obliged to notify the seller in writing of his business name, registered office address, including postal code, ID number, telephone number and e-mail address.

9.3. The buyer can check and change the provided personal data at any time, as well as cancel his registration after logging in on the e-commerce website in the "My profile / Login" section.

9.4. The seller hereby informs the buyer that, within the meaning of Regulation 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation), as amended from 25.05.2018 (hereinafter also "GDPR Regulation") and according to Act no. 18/2018 Coll. on Personal Data Protection and on Amendments to Certain Acts, as amended from 25.05.2018 (hereinafter referred to as the "Personal Data Protection Act"), the seller as an operator in the process of concluding a

purchase contract will process the buyer's personal data without his consent as affected. persons, as the processing of the buyer's personal data will be performed by the seller in pre-contractual relations with the buyer and the processing of the buyer's personal data is necessary for performance of the purchase contract in which the buyer acts as one of the parties.

9.5. By sending the appropriate box before sending a written order, the Buyer may express his consent in accordance with the Act on the Protection of Personal Data, as amended (hereinafter "ZnOOÚ"), for the seller to process and store his personal data, especially those , which are mentioned above and / or which are necessary in the seller's activity concerning the sending of information about new products, discounts and promotions on offered products and processed them in all its information systems concerning the sending of information about new products, discounts and promotions on offered products. products. The Buyer grants the Seller this consent for a definite period until the purpose of processing the Buyer's personal data is fulfilled. After fulfilling the purpose of processing, the seller will immediately ensure the liquidation of the buyer's personal data. The buyer may revoke the consent to the processing of personal data at any time in writing. The consent expires within 1 month from the delivery of the written revocation of the consent by the buyer to the seller.

9.6. The seller undertakes to handle and dispose of the buyer's personal data in accordance with the valid legal regulations of the Slovak Republic.

9.7. The Seller declares that in accordance with Art. § 6 par. 2 letter c) ZnOOÚ will collect personal data exclusively for the purpose stated in these business and complaint conditions.

9.8. The Seller declares that in accordance with Art. § 6 par. 2 letter e) ZnOOÚ will collect personal data for purposes other than those specified in these terms and conditions and ensure that personal data are processed and used exclusively in a manner that corresponds to the purpose for which they were collected and that it will not combine them with personal data, which have been obtained for other purposes.

9.9. The Buyer grants the Seller consent pursuant to Section 9.5 of these Complaints and Business Conditions for a definite period of time until the purpose of processing the Buyer's personal data is fulfilled. After fulfilling the purpose of processing, the seller will immediately ensure the liquidation of the buyer's personal data. Consent to the processing of personal data can be revoked by the buyer at any time in any written form. The consent expires within 1 month from the delivery of the revocation of consent by the buyer to the seller.

9.10. Before sending the order, the buyer will be asked to confirm by checking the box before sending the order that the seller has notified him in a sufficient, comprehensible and irreplaceable way:

- A. their identification data, which are listed in Art. 1. these business and complaint conditions,

- B. the identification data of the third party, which is the company that delivers the ordered product to the buyer so that these data are stated in the acceptance,
- C. the purpose of processing personal data, which is the conclusion of a purchase contract between the seller and the buyer,
- D. that it will process the personal data of the buyer in the range of name and surname, address of permanent residence including postal code, telephone number and e-mail address if the buyer is a natural person and in the range of business name, registered office address including postal code, ID number, telephone number and e-mail address if the buyer is a legal entity person
- E. that the buyer is obliged to provide the required personal data,

9.11. The Seller declares that it will process personal data in accordance with good morals and will act in a manner that does not contradict ZnáOOÚ or other generally binding legal regulations of the Slovak Republic and will not circumvent them. The Seller declares that it will not enforce or condition the consent of the person concerned by threatening to reject the contractual relationship, service, product or obligation imposed on the Seller.

9.12. The buyer has the right to request from the seller upon written request:

- A. confirmation of whether or not personal data about him are being processed,
- B. the purpose of processing personal data,
- C. in a generally comprehensible form, information on the processing of his personal data in the information system and on its status to the extent of:
- D. identification of the seller and the seller's representative, if appointed,
- E. intermediary identification data; this does not apply if the seller does not proceed in accordance with § 8 ZnáOOÚ when obtaining personal data,
- F. in a generally comprehensible form, precise information on the source from which he obtained his personal data for processing,
- G. a copy of his personal data which are the subject of the processing in a generally comprehensible form,
- H. additional information which, with regard to all circumstances and conditions of personal data processing, is necessary for the buyer to guarantee his rights and legally protected interests to the extent in particular
- I. instruction on voluntariness or obligation to provide required personal data; if the seller obtains the buyer's personal data on the basis of the buyer's consent pursuant to § 11 ZnáOOÚ, he shall also notify the time of validity of the consent, and if the buyer's obligation to provide personal data arises from a directly enforceable legally binding act of the European Union, an international agreement by which the Slovak Republic is bound, the seller notifies the buyer of the legal basis which imposes this obligation on him and notifies him of the consequences of the refusal to provide personal data,
- J. information about third parties, if it is anticipated or obvious that personal data will be provided to them,
- K. the group of recipients, if it is expected or clear that personal data will be made available to them,
- L. the form of disclosure if personal data are to be disclosed,

- M. third countries, if it is envisaged or clear that personal data will be transferred to those countries,
- N. correction of his incorrect, incomplete or out-of-date personal data which are the subject of processing,
- O. destruction of his personal data if the purpose of their processing has been fulfilled; if the subject of processing are official documents containing personal data, it may request their return,
- P. liquidation of his personal data, which are the subject of processing, if there has been a violation of ZnáOOÚ or other valid legislation of the Slovak Republic.

9.13. On the basis of a free written request, the buyer has the right to object to the seller against:

- A. the processing of his personal data which he expects to be or will be processed for direct marketing purposes without his consent and request their destruction,
- B. use of personal data specified in § 10 par. 3 letter (d) ZnáOOÚ for the purposes of direct marketing by post, or
- C. provision of personal data specified in § 10 par. 3 letter d) ZnáOOÚ for the purposes of direct marketing.

9.14. On the basis of a free written request, the buyer has the right to object to the processing of personal data by the seller in cases pursuant to § 10 para. 3 letter a), e), f) or g) ZnáOOÚ by expressing justified reasons or by providing evidence of unauthorized interference with its rights and legally protected interests, which are or may in a specific case be harmed by such processing of personal data; if this is not prevented by legal reasons and it is proven that the buyer's objection is justified, the seller is obliged to block and destroy the personal data, the processing of which the buyer objected to, without undue delay as soon as circumstances allow.

9.15. Upon written request or in person, if the matter cannot be postponed, the buyer has the right to object to the seller at any time and not to submit to the seller's decision, which would have legal effects or significant impact, if such a decision is issued solely on the basis of automated processing of his personal data. The buyer has the right to ask the seller for a review of the issued decision by a method different from the automated form of processing, whereby the seller is obliged to comply with the buyer's request, so that the decisive role in the review of the decision will play an authorized person; the seller informs the buyer about the method of examination and the result of the finding within the period according to par. 9.18. of these Business Conditions. The buyer does not have this right only if provided by a special law, which regulates measures to safeguard the legitimate interests of the buyer, or if in pre-contractual relations or during the existence of contractual relations, the seller issued a decision to comply with the buyer's request, or if the seller the contract has taken other appropriate measures to safeguard the legitimate interests of the buyer.

9.16. If the buyer exercises his right in writing and the content of his application shows that he exercises his right, the application shall be deemed to have been filed in accordance with the

GDPR; the request submitted by e-mail or fax shall be delivered by the buyer in writing no later than three days from the date of its dispatch.

9.17. If the Buyer suspects that his personal data are being processed unjustifiably, he may submit a notification to the Office for the Protection of Personal Data of the Slovak Republic. If the buyer does not have full legal capacity, his rights can be exercised by a legal representative.

9.18. The seller is obliged to process the buyer's request in accordance with this Art. of these business and complaint conditions, resp. comply with the requirements of the buyer according to GDPR and inform him in writing no later than 30 days from the receipt of the request or request.

9.19. Restriction of the buyer's rights according to § 28 par. 2 The Seller shall immediately notify the person concerned in writing and the Office of the protection of personal data to the Office.

9.20. The seller notifies the buyer that in accordance with Art. § 15 par. 1 letter e) point 3 and point 4 of the GDPR, during the processing of the buyer's personal data, it is assumed that the buyer's personal data will be provided and made available to the following third parties, resp. circle of recipients:

Direct Parcel Distribution SK, sro, with its registered office at Technická 7, 821 04 Bratislava, Company Identification Number: 35 834 498, entered in the Commercial Register of the District Court Bratislava I, Section Sro, File No. 26367 / B (Transport Company) for the purpose of improvement only the seller's services based on the evaluation of its customers; likewise, in this case, the provision of consent pursuant to this paragraph is voluntary and the customer is entitled to revoke this consent in writing at any time.

9.21. The seller's e-commerce information systems are registered in accordance with Act no. 18/2018 Coll. on the protection of personal data, as amended.

10. Withdrawal from the purchase contract

10.1. If the seller is unable to fulfill his obligations under the purchase contract due to the sale of stock, unavailability of the product, or if the manufacturer, importer or supplier of the product agreed in the purchase contract has discontinued production or made major changes that prevented the seller from fulfilling for reasons of force majeure or if even with all efforts that can be reasonably required of him is unable to deliver the product to the customer within the period specified in these terms and conditions or at the price specified in the order, the seller is obliged to immediately inform the buyer in writing. and at the same time he is obliged to offer the buyer a substitute performance or the possibility for the buyer to withdraw from the purchase contract in writing (cancel the order). In the event that the buyer withdraws from the purchase contract for the reasons stated in this point of these complaint and business conditions, the seller is obliged to return to the buyer the advance payment for the product agreed in the purchase

contract within 14 days of notification of withdrawal by cash transfer to a bank account. intended for the buyer.

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

10.3. Within this period, the buyer has the right to unpack and test the product in a manner similar to the usual purchase in a classic "stone" shop, to the extent necessary to determine the nature, properties and functionality of the product.

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

- A. the products ordered by the buyer in one order are delivered separately, from the day of taking over the product that was delivered last,
- B. delivers a product consisting of several parts or pieces, from the date of receipt of the last part or piece,
- C. under the contract, the product is delivered repeatedly during a defined period, from the date of receipt of the first delivered product.

10.5. The buyer may withdraw from the purchase contract in writing, the subject of which is the purchase of the product even before the start of the period for withdrawal from the contract.

10.6. Withdrawal from the contract must be made by the buyer in writing in a manner that does not raise doubts that the withdrawal has occurred, or in the form of a record on another durable medium or using the form that forms Annex no. 1 of these business and complaint conditions. The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the seller no later than the last day of the period under Art. § 7 par. 1 of the Act on Consumer Protection in Sales at distance.

10.7. Withdrawal from the purchase contract according to the passing point of these business and complaint conditions must contain the information required in the form of withdrawal from the purchase contract, which forms Annex no. 1 of these business and complaint conditions, in particular the identification of the buyer, the number and date of the order, the exact specification of the product, the manner in which the seller is to return the already received performance, in particular the bank account number and / or postal address of the buyer.

10.8. If the buyer withdraws from the purchase contract, any additional contract related to the purchase contract from which the buyer withdrew is also canceled from the beginning. It is not possible to demand from the buyer any costs or other payments in connection with the

cancellation of the supplementary contract, except for the payment of costs and payments specified in Art. § 9 par. 3, par. § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Prices for a Service, if the subject of the contract is the provision of a service and the full provision of the service has taken place.

10.9. The buyer is obliged without undue delay, but no later than within 14 days from the date of withdrawal from the purchase contract to send the product back to the address of the operator's registered office or hand it over to the seller or a person authorized by the seller to take over the product. This does not apply if the seller has proposed to pick up the product in person or through a person authorized by him. The time limit according to the first sentence of this point of these terms and conditions of business and complaint is considered to be observed if the product was handed over for transport no later than on the last day of the time limit.

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

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

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

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

10.14. The seller is obliged to return the purchase price for the product to the buyer in the same way as the buyer used in his payment, unless the buyer agrees in writing on another method of refund without additional payment to the buyer in this regard.

10.15. In the event that the buyer withdraws in writing from the contract and delivers to the seller a product that is used, damaged or incomplete, the buyer undertakes to pay the seller:

- A. the value by which the value of the product has decreased in accordance with Art. § 457 of the Civil Code in the actual amount

- B. costs incurred by the seller in connection with the repair of the product and its restoration to its original condition calculated according to the price list for post-warranty service of the product.
- C. Pursuant to this point of the complaint and business conditions, the buyer is obliged to pay the seller compensation to the seller at most in the amount of the difference between the purchase price of the product and the value of the product at the time of written withdrawal from the purchase contract.

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

- A. the sale of a product made to the specific requirements of the consumer, a tailor-made product or a product intended specifically for one consumer,
- B. the sale of a product enclosed in a protective packaging which cannot be returned for health or hygiene reasons and whose protective packaging has been broken after delivery,
- C. the sale of sound recordings, video recordings, sound recordings, books or computer software sold in protective packaging, if the consumer has unpacked that packaging,
- D. the provision of electronic content other than on a tangible medium, if its provision began with the express consent of the consumer and the consumer has stated that he has been duly informed that by expressing such consent he loses the right to withdraw from the contract.
- E. sale of a product which was at the time after the conclusion of the contract and taking over the product from the seller to the buyer assembled, assembled or used in such a way that its restoration by the seller is not possible without increased effort and increased costs, e.g. folded or assembled furniture, etc.

10.17. The provisions of Art. 10 of these business and complaint conditions do not explicitly apply to entities that do not meet the definition of consumer set out in Art. § 2 letter a) of the Act.

11. Final provisions

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

11.2. The parties agree that communication between them will be made in writing in the form of e-mail messages.

11.3. The relevant provisions of the Civil Code no. Apply to relations not regulated by these business and complaint conditions. 40/1964 Coll., Act no. 250/2007 Coll., Act no. 18/2018 Coll., Act no. 391/2015 Coll., Act no. 22/2004 Coll. On electronic commerce and on the amendment of Act no. 128/2002 Coll. On state control of the internal market in matters of consumer protection and on amendment of certain acts as amended by Act no. 284/2002 Coll., As amended, and Act no. 102/2014 Coll. On consumer protection in distance selling; as amended.

11.4. These business and complaint conditions take effect against the buyer by concluding a purchase contract.

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

As a customer, I declare that I have been in accordance with § 15 par. 1 ZNOOÚ informed about the conditions of processing personal data by the operator, which are published on the website www.thinkbigger.sk, www.thinkbigger.today or www.belaybuddy.eu