

GENERAL BUSINESS TERMS AND CONDITIONS OF CODE:WINE PROGRAMME

1. GENERAL PROVISIONS

- 1.1. These General Business Terms and Conditions of a CODE: WINE programme (hereinafter the “GBTC”) provide for mutual rights and duties between Contracting Parties of a distance purchase contract concluded by means of an internet site www.codewine.eu, where, on the one hand, is TURBADO.EU LTD, with registered office at Shenley Road 77a, Borehamwood WD6 1AG, the United Kingdom of Great Britain and Northern Ireland, in matters related to a company branch: TURBADO.EU LTD., branch with registered office at Šafárikova 5922/39, 080 01 Prešov, Reg. No.: 47 896 191, registered in the Commercial Register of the Prešov District Court, Section: Po, File No.: 10436/P as a seller (hereinafter the “**Seller**” or “**TURBADO.EU LTD**”), and on the other hand a buyer who is an ordering party of goods and a consumer (hereinafter the “**Buyer**”).
- 1.2. The objective of the CODE: WINE programme is to provide above-standard goods to the programme members, which is carefully selected by the Seller’s specialists on a monthly basis.
- 1.3. Only a member of the CODE:WINE programme can buy goods by means of the Seller’s internet site.

2. DEFINITION OF TERMS

- 2.1. **Seller** is TURBADO.EU LTD, which, when concluding and performing a purchase contract, acts within its line of business on its behalf and for its account and which sells goods or services by means of an e-shop. In connection with the provision of goods, the Seller can also be called a **Supplier of Goods** in individual documents related to the Contract, while it is the same person as the Seller.
- 2.2. **Buyer** is a person who showed interest in goods by means of an Order through electronic means, either on the Web or through other electronic or internet platform or through any other communication channel and entered the Contract on the side of the Buyer. Until the confirmation of the Order and the inception of the Contract, the Buyer can also be called a **Party Interested in Goods** in the GBTC. In connection with the provision of goods, the Buyer can also be called a **Buyer of Goods** in individual documents related to the Contract, while it is the same person as the Buyer.
- 2.3. **Consumer** is a Buyer who, when concluding and performing the Contract, does not act within his line of business or other business activity.
- 2.4. **Contracting parties** are the Seller and the Buyer who concluded the Contract pursuant to the GBTC and are bound by the content thereof.
- 2.5. **Contract** is a contract that is a result of the confirmation of the Order by the Buyer and the acceptance thereof by the Seller and the content of which consists in the purchase of goods and under which the Seller is obligated to deliver the goods to the Buyer, to

transfer ownership right to the goods to him and to fulfil further duties under the Contract and the GBTC and the Buyer is obligated to accept the goods and to pay a purchase price for it.

- 2.6. **Order** is an electronic form for the ordering of the Goods by the Buyer from the Seller by means of the Web or any other expression of the Buyer's will to conclude with the Seller the Contract with the content stated above, for instance over the phone, by e-mail or by means of distance communication. By the Order, the Buyer undertakes to properly fulfil his duties under the Contract, he is aware of what is the content of the Contract and what legal relationship between the Seller and the Buyer is being established and that he is obligated to pay a purchase price for the goods. By sending the Order and the ticking of a relevant box in the Order, the Buyer simultaneously confirms that he has acquainted himself with the GBTC, that he has read them, that he has understood them and he undertakes to comply with them.
- 2.7. **Sale**, in connection with the Contract, always means the sale of goods regardless of in what meaning and context this term is used in relation to the Buyer and by any communication means.
- 2.8. **Purchase**, in connection with the Contract, always means the purchase of goods regardless of in what meaning and context this term is used in relation to the Buyer and by any communication means.
- 2.9. **Goods** always means a thing that is a Subject Matter of the purchase and the sale and is being sold to the Buyer under the Contract. In connection with the Contract, the Goods can also be called a **Product**, however, it shall always mean the Goods.
- 2.10. **Price** is a total price of the Goods indicated in the Order, which the Buyer ordered, and also VAT or other taxes, fees, including the price of packing and shipping, unless stated otherwise.
- 2.11. **Delivery address** is a place of the takeover and the handover of the Goods under the Contract, indicated by the Buyer in the Order.
- 2.12. **Takeover of the Goods** means a moment of the takeover and the handover of the Goods to the Buyer under the Contract.
- 2.13. **Buyer's registration** is the Buyer's activity based on which the Buyer creates his own account on the Web, which provides him with a regular access to all information related to the Contract and which enables him to communicate in the matters of the Contract and further Orders with the Seller by means of his account. The Buyer's account also includes a document box where the Seller delivers to the Buyer various notices and other information and documents pursuant to the GBTC.
- 2.14. **Complaint conditions** are conditions that define mutual rights and duties of the Seller and the Buyer and that relate to the implementation of mutual responsibility for qualitative defects of the Goods since the inception of the Contract until the termination thereof, primarily in relation to defects of the Goods.
- 2.15. **Electronic communication** is communication between the Seller and a person who is interested in the Goods and who is interested in becoming the Buyer under the Contract. Electronic communication takes place exclusively by means of the electronic delivery of documents, information or notices to the Buyer's contact e-mail address or the Buyer's account that he created on the basis of the Buyer's Registration. This fulfils a document condition with which both parties agree. The completion and the sending of the form on the internet site is also considered a written notice. In exceptional cases, communication between the Contracting Parties can have a form of a letter delivered to

a correspondence contract address of the other party, if required so by a relevant legal regulation. When concluding the Contract and sending the Order, the Buyer is obligated to create his account by means of the Buyer's Registration.

- 2.16. **Supervisory authority** is an entity that exercises control over the Seller's business, is defined in relevant provisions of European legislation and national regulations on internal market control, while it is exclusively an authority in the territory of the Slovak Republic, under the jurisdiction of which the Seller falls, and it is the following authority: the State Veterinary and Food Administration of the SR (pursuant to Act No. 152/1995 Coll. on Foodstuffs in wording of Act No. 23/2002 Coll. for Food Products) and the Slovak Trade Inspection (STI), Inspectorate of the STI for Prešov County, Obrancov mieru 6, 080 01 Prešov 1, telephone number 051/772 15 97, fax number 051/772 15 96 pursuant to Act No. 128/2002 Coll. on the State Control of Internal Market for Non-food products.
- 2.17. **GBTC** are these General Business Terms and Conditions.

3. MEMBERSHIP IN THE CODE: WINE PROGRAMME

- 3.1. Member of the CODE: WINE programme can be a physical person with legal capacity who meets the below conditions for membership in the CODE: WINE programme. Condition for becoming a member in the CODE: WINE programme is to reach 18 years of age with full legal capacity of the Buyer.
- 3.2. Membership in the CODE: WINE programme starts from the completion of registration on the Seller's internet site when the Goods is being purchased in an e-shop of the CODE: WINE programme and is based on consent with the GBTC, the processing of personal data and eventually the sending of commercial, marketing offers, brochures, leaflets and information.
- 3.3. By submitting the Order (by ticking a box before sending the Order), the Buyer confirms that he has acquainted himself with the GBTC, conditions for goods being ordered and that he agrees with them in the wording that is valid and effective at the moment of the sending of the Order and that they shall govern the whole Contractual Relationship between the Seller and the Buyer established by means of the Seller's internet site and the content of which consists in the delivery of the Goods, and all relationships between the Seller and the Buyer established primarily at the time of the conclusion of the Contract and the fulfilment of mutual rights and duties arising from the Contract. The Buyer shall get a copy of the GBTC as an appendix of the Confirmation of the Order to his e-mail address.
- 3.4. The GBTC constitute an integral part of the Contract. If the Seller and the Buyer conclude a written Contract that shall include terms and conditions that differ from the GBTC, then the provisions of the Contract shall take precedence over the GBTC. If there are any differences between the GBTC and an individual Contract, the text of the individual Contract shall take precedence. Legal relationships between the Seller and the Buyer explicitly not governed by the GBTC or the Contract shall be governed by relevant provisions of legal regulations.

- 3.5. By concluding the Contract, the Buyer agrees with the fact that during his membership in the CODE: WINE programme the Seller shall send him once in a month for the period of three months 5 bottles of wine, sparkling wine, prosecco or champagne of standard size (750 ml/500 ml) selected by the Seller's sommelier. The Buyer notes that the Goods shall vary, i.e. he shall always get five different bottles of wine. During his membership, the Buyer can suspend or cancel the delivery of the Goods, however, he is obligated to inform the Seller on this fact within an adequate deadline, at least 7 days before the sending of the Goods in compliance with Point 7.2 of the GBTC.
- 3.6. The Goods shall contain a QR code, which the Buyer can scan and subsequently send to the Seller a feedback related to the Goods delivered. If the Buyer's membership in the CODE: WINE programme lasts 12 months and if the Buyer sends a regular feedback related to the Goods delivered, the Seller's sommelier shall be able to create a real profile of the Buyer in relation to the Goods delivered.

4. METHOD OF CONCLUDING THE CONTRACT

- 4.1. The Contract is concluded on the basis of a binding acceptance of proposal for the conclusion of the Contract of the Buyer on the part of the Seller in the form of an e-mail message sent to the Buyer to his e-mail address that he indicated in the Order and/or by means of a form on the Seller's internet site completed and sent by the Buyer (hereinafter the "**Order**"). The Order must include all necessary data as is apparent from the Order form that constitutes the content of the Seller's internet site. The Party Interested in Goods is exclusively responsible for the correctness of the data.
- 4.2. Before the Order is sent, the Party Interested in Goods is obligated, by ticking a relevant box, to express his consent with the GBTC and is obligated to acquaint himself with them and to read them. Simultaneously, the Party Interested in Goods can tick a box for the sending of news about the Seller's Goods and also consent with the sending of the Seller's marketing information. The Party Interested in Goods/the Buyer can any time withdraw his consent according to the previous sentence by means of a request sent to the Seller's e-mail address.
- 4.3. The Seller's e-mail confirmation to the Buyer of the acceptance of his Order after the prior receipt of the Order by the Seller (hereinafter the "**Confirmation of the Order**") is considered a binding acceptance of the Order. Automatic notice of the receipt of the Order within the Seller's electronic system, which the Party Interested in Goods shall receive from the Seller to his e-mail address immediately after he sent the Order is not yet considered a binding Confirmation of the Order; this is only an informative notice in order to inform the Party Interested in Goods on the receipt of his Order. If necessary, all further information related to his Order shall be delivered to the e-mail address of the Party Interested in Goods and the Buyer.
- 4.4. The Confirmation of the Order shall primarily include data on goods the purchase of which is the subject matter of the Contract, further, data on the delivery period of the Goods, data on place where the Goods should be handed over and data on price, conditions, method and deadline for the transport of the Goods to an agreed place of

- delivery of the Goods for the Buyer, data on the Seller (business name, registered office, registration number, registration number in commercial register, etc.), or other data.
- 4.5. The Party Interested in Goods and/or the Buyer can deliver to the Seller over the phone or by means of electronic mail a notice of the cancellation of the Order, within 24 hours of the delivery of the Order. The notice of the cancellation of the Order of the Party Interested in Goods/the Buyer must include name, surname and e-mail. If the Order is cancelled on time, the Seller shall not charge the Party Interested in Goods/the Buyer any fees related to the cancellation of the Order.
 - 4.6. Data in a tax document (an invoice) can be changed only if the Party Interested in Goods/the Buyer has not received the Goods yet.
 - 4.7. If the Party Interested in Goods orders the Goods contrary to the GBTC, the Seller is entitled to cancel the Order of the Party Interested in Goods. The Party Interested in Goods is not automatically entitled to the provision of the Goods and the conclusion of the Contract and the Seller can reject to conclude the Contract, if it is justified on the part of the Seller. The Party Interested in Goods shall be informed on the cancellation or the rejection of the Order through e-mail and if the Price or a part of it has been paid, the money shall be returned to him within 14 days to his account, unless he agreed with the Seller otherwise.
 - 4.8. The Contract can be amended or supplemented only on the basis of a written agreement of the Contracting Parties, unless stated otherwise in the GBTC, or unless the Contracting Parties explicitly agrees otherwise in a relevant case, when the Order can be changed over the phone or by means of e-mail communication.
 - 4.9. The Seller archives the concluded Contract for the period of at least five years of the conclusion, however not longer than for a period pursuant to relevant legal regulations, in order to successfully perform the Contract, and it is not available to third parties. Information on individual technical steps leading to the conclusion of the Contract are evident from the GBTC, where such process is comprehensibly described. Before sending the Order, the Buyer can check it and correct it if necessary. The GBTC are available on the Seller's website and the Buyer can archive and reproduce them. The costs of the use of distance communication means (telephone, the internet, etc.) intended to prepare the Order are in a usual amount, depending on a tariff of telecommunication services that the Buyer uses. If the Buyer is ordering the Goods, then he hereby agrees with the fact that the Goods shall be delivered to him before the expiration a legal deadline for withdrawal.

5. THE SELLER'S RIGHTS AND DUTIES

- 5.1. The Seller is entitled to the payment of the Price for goods in the amount arising from the Contract.
- 5.2. The Seller is obligated to hand the Goods over to the Buyer in compliance with the Contract.
- 5.3. The Seller is entitled to restrict, interrupt or suspend the provision of Goods for operational reasons on the part of the Seller, including the blocking of access to the Goods, e.g. due to necessary administration, repair, maintenance of the content of the Seller's internet site, the misuse of the Goods or the serious breach of duties arising from the Contract, the GBTC or legal duties on the part of a third party, the Buyer or the

Party Interested in Goods, even without prior consent of and notice sent to the Buyer/ the Party Interested in Goods.

- 5.4. The Seller is entitled to change the content of the Web at his discretion, to remove any part of the content or to fully suspend the operation of the Seller's internet site, without prior consent of and notice sent to the Buyer/the Party Interested in Goods. Therefore, the Buyer can be permanently or temporarily blocked from access to the content of the Seller's internet site and to his account and to the Goods; this is without prejudice to the Buyer's duty to properly fulfil his duties arising from the Contract.

6. THE BUYER'S RIGHTS AND DUTIES

- 6.1. Before he shows interest in the Goods, the Buyer is obligated to thoroughly acquaint himself with the GBTC, procedures for ordering the Goods and concluding the Contract.
- 6.2. The Buyer is fully responsible for the content of his data in the Order. The data must be true and complete and must not be contrary to legal regulations, good manners, and he must not intervene into the rights and legally protected interests of the Seller and third parties. Before the Contract and during the Contract, the Buyer is fully responsible for the use of the Seller's internet site and the work with it
- 6.3. The Buyer is obligated, without undue delay, to inform the Seller on any change of his data that he has entered in the Order, primarily the change of his e-mail address, otherwise he takes full responsibility and risks for possible failure to deliver notices and documents on the part of the Seller. If the Buyer does not inform the Seller on the change of his data, or if he states incorrect or incomplete data when submitting his Order, the Seller shall use the original data indicated by the Party Interested in Goods/ the Buyer.
- 6.4. The Buyer is obligated to back up any information and documents that constitute the content of his Buyer's Registration, his account and the whole contractual relationship (invoices, orders, confirmations of orders, personal data, etc.).
- 6.5. The Buyer agrees with the fact that the Seller shall send him all the information on contractual relationship to his e-mail address indicated in the Order or to his account on the Seller's internet site.
- 6.6. The Buyer is obligated to properly take over the Goods and to confirm the takeover.
- 6.7. The Buyer is obligated to pay the Price for the Goods properly and on time.
- 6.8. The term of the Contract as it is defined further in the GBTC and the Contract represents a minimum duration of the Buyer's obligations arising from the Contract and the GBTC.

7. DELIVERY TERMS OF THE GOODS

- 7.1. The Seller undertakes to deliver the Goods properly and on time in compliance with the GBTC, requirements stated by the Party Interested in Goods in the Order or the Contract.
- 7.2. By the Contract, the Seller undertakes, for the period of the Buyer's membership in the CODE:WINE programme, to deliver to the Buyer the Goods once in a month, while the Seller ships the Goods on the 20th day of the month. Orders placed after this deadline, shall be dealt with without undue delay, after the Contract is concluded, as long as the

Buyer is interested in the delivery of the Goods in this month. In the case of adverse weather (especially low or high temperature) that can affect the quality of the Goods, the Seller reserves the right to deliver the Goods later, taking into account the above facts. If the above fact occurs, the Seller shall inform the Buyer on it without undue delay.

- 7.3. The Goods cannot be picked up in person.
- 7.4. Ownership right to the Goods is transferred to the Buyer on the basis of the takeover of the Goods and the payment of the full Price.
- 7.5. The risk of damage to the Goods is transferred to the Buyer at the time when he takes the Goods over from the Seller, or, if he does not do so on time, then at the time when the Seller enables him to dispose of the Goods and the Buyer does not take the Goods over.
- 7.6. The Seller delivers the Goods in the territory of the Slovak Republic. If the Goods should be delivered to the territories of the European Union member states or other states, the Seller shall deliver the Goods based on his prior consent and a mutual written confirmation of the delivery and other conditions between the Buyer and the Seller.
- 7.7. The Seller delivers the Goods as follows:
 - by means of a shipping service,
 - courier.Individual transport modes are offered according to the current availability of individual services and with regard to capacity and distance.
- 7.8. The Party Interested in Goods/the Buyer is obligated to take the Goods over in the place that is indicated in the Confirmation of the Order. If the Party Interested in Goods/the Buyer does not take the Goods over within five working days after the expiration of a deadline stated in the Contract or the Confirmation of the Order without prior written withdrawal from the Contract, the Seller shall be entitled to a damage compensation in the amount of the actual costs of the failure to deliver the Order. After the expiration of five working days of the day when the Party Interested in Goods/the Buyer was obligated to take the Goods over, the Seller is entitled to withdraw from the Contract.
- 7.9. The place indicated by the Seller in the Confirmation of the Order is a place of the handover of the Goods, unless the Contracting Parties agree otherwise in the Contract.
- 7.10. If the Seller delivers the Goods to the Party Interested in Goods/the Buyer to the place indicated in the Contract, the Party Interested in Goods/the Buyer is obligated to take the Goods over or to make sure that the Goods shall be taken over by a person who is authorised, in his absence, to take over the Goods indicated in the Contract and to sign a protocol/confirmation of delivery and handover of the Goods. The person authorised to take over the Goods indicated in the Contract is obligated to submit to the Seller the original or a copy of the Contract and a document of the payment of the full Price, written authorisation. If it is necessary to repeat the handover of the Subject Matter of lease due to the absence of the Party Interested in Goods/the Buyer in the place indicated in the Contract, all the costs associated with this shall be paid by the Party Interested in Goods/the Buyer, especially the repeated handover of the Goods in the place of delivery indicated in the Contract.
- 7.11. The Buyer is obligated to inspect the consignment, i.e. the Goods, together with packing, immediately after it is delivered. If the Buyer finds out that the Goods or the packing is damaged, he is obligated to inform the carrier on this fact and to inspect the condition of the Goods in his presence. If the Buyer finds out that the Goods is damaged

at the time it is being taken over, he is obligated to immediately prepare a record on the scope and nature of the damage to the Goods, the correctness of which shall be confirmed by the carrier. On the basis of such record delivered to the Seller, the Seller can ensure the elimination of such defect of the Goods or to deliver new Goods to the Buyer.

- 7.12. When taking the Goods over, the Buyer is entitled to inspect the completeness of the packing. When the Goods is delivered by a courier and if the Buyer finds out that the Goods is damaged and/or incomplete, the Buyer is obligated to immediately prepare a damage report related to the incompleteness of the packing. A later claim to damages of this kind can be accepted only if the Buyer proves that the Goods was damaged at the time it was taken over.
- 7.13. In the case of force majeure or the breakdown of the Seller's information system, the Seller is responsible for the late delivery of the Goods.

8. PAYMENT TERMS

- 8.1. The Price of the Goods in the Order and on the Seller's internet site is a final price including VAT.
- 8.2. The Price also includes the costs of packing and shipping, i.e. the Buyer incurs no other costs associated with the delivery of the Goods.
- 8.3. The Party Interested in Goods/the Buyer is obligated to pay the Seller the Price agreed in the Contract and/or according to a Price List of Goods that is valid at the time the Contract was concluded.
- 8.4. Payment for the Goods can be made using a payment/credit card through payment portals and walls or in the form of a wire transfer to the Seller's account indicated in the Confirmation of the Order.
- 8.5. Advance payment through wire transfer to the account. If the Buyer selected a classic bank transfer, instructions for payment shall be automatically sent to his e-mail address. After the payment is credited to the Seller's account, a confirmation of payment shall be sent to the same e-mail of the Buyer. In the case of advance payment through wire transfer, delivery term can be affected by payment date. The payment must be credited to the Seller's account within five working days after the Confirmation of the Order, otherwise the Order can be considered cancelled.
- 8.6. Credit card payment through the internet. As for a card payment through the internet, the Order shall be paid by means of a payment wall after transaction is completed. After the payment is credited to the Seller's account, a confirmation of payment shall be sent to the same e-mail of the Buyer. This action is carried out by the Seller's automated system.
- 8.7. The Party Interested in Goods/the Buyer is obligated to pay the Price before he takes the Goods over. If the Party Interested in Goods/the Buyer pays the Price through wire transfer, the day on which the whole amount was credited to the Seller's account is considered a payment day.
- 8.8. If the Party Interested in Goods/the Buyer does not pay the Seller the Price for the Goods or if he does not do so within a deadline agreed in the Contract, the Seller is entitled to withdraw from the Contract and to require the Goods to be returned, if delivered. This is without prejudice to the Seller's claims to the compensation of costs associated with the completion of the Order and the delivery of the Goods.

- 8.9. If the Price for the Goods is not paid within the deadline agreed in the Contract, the Seller is entitled to interests on late payment in the amount arising from relevant legal regulations, however, not less than 5 % p.a. off the payment outstanding.
- 8.10. As for payments from abroad, the Party Interested in Goods/the Buyer undertakes to pay all the costs associated with foreign payment order so that the amount credited to the Seller's bank account is the full amount arising from the Contract.

9. RETURN POLICY (LIABILITY FOR DEFECTS, WARRANTY, COMPLAINTS)

- 9.1. Complaints procedure is governed by the Seller's Return Policy. The Return Policy is published on the Seller's internet site. By clicking a box before sending his Order, the Buyer/the Consumer confirms that he has properly and fully read the Return Policy and the GBTC, he has understood them and agrees with them, and confirms that he has been properly informed on the terms and conditions and the complaint method of defects of the Goods, including information on where he can make his complaint and on remedy at the costs of the Seller if the Seller is held liable.
- 9.2. If the Buyer/the Consumer is not satisfied with the way the Seller treated his complaint, or if he believes that the Seller breached his rights, he is entitled to address the Seller sending him a request for redress to e-mail address If the Seller rejects such objection of the Buyer/the Consumer or if he does not respond to it within 30 days of sending, the Buyer/the Consumer is entitled to submit a proposal for alternative dispute resolution (hereinafter the "ADR") pursuant to Act No. 391/2015 Coll. on Alternative Consumer Dispute Resolution and on Amendment to Certain Acts, as amended (hereinafter the "Act on ADR"). The ARS entities are authorities and authorised legal entities pursuant to § 3 of the Act on ADR, the list of which is kept by a competent national authority (<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). The proposal can be submitted by the Buyer pursuant to § 12 of the Act on ADR.
- 9.3. Instead of removing a defect, the Seller can always replace the Goods with other Goods free of defects and in the same quality and quantity as the original Goods.
- 9.4. If the complaint is rejected, this does not relieve the Buyer of duty to perform the Contract, i.e. to properly pay the Price and to fulfil further duties, unless the Contracting Parties explicitly agree otherwise.

10. DURATION AND TERMINATION OF THE CONTRACT

- 10.1. The Contract is made for a definite period, i.e. performance of the Contract, unless stated otherwise in the GBTC.
- 10.2. Before the period according to the previous sentence expires, the Contract can be terminated by:
- a) a written agreement of the Contracting Parties,
 - b) withdrawal from the Contract on the part of the Seller under the terms and conditions stated in the GBTC and arising from relevant legal regulations,

- c) withdrawal from the Contract on the part of the Buyer under the terms and conditions stated in the GBTC and arising from relevant legal regulations.
- 10.3. The Seller is entitled to withdraw from the Contract due to the exhaustion of stocks, the unavailability of the Goods, or if the supplier of the Goods interrupted production or made such serious changes based on which the Seller cannot fulfil his duties arising from the Contract, or by reason of force majeure, or if, despite exerting the best effort that can reasonably be expected from him, he is not able to procure and hand over the Goods to the Buyer within a deadline stipulated by the GBTC or under price conditions stated on the Seller's internet site. The Seller is obligated to immediately inform the Buyer on this fact and to return to him the Price already paid within 14 days of a notice of withdrawal from the Contract, in the form of a wire transfer to the Buyer's account.
- 10.4. The Seller is also entitled to withdraw from the Contract if the Buyer did not take the Goods over within five working days of the day on which the Buyer was obligated to take the Goods over.
- 10.5. The Buyer is entitled to withdraw from the Contract without giving any reason within 14 days of the takeover of the Goods, by delivering a letter of withdrawal from the Contract to the Seller within the above deadline, either by means of post office or electronic communication.
- 10.6. Within this 14-day period, the Buyer is entitled to unpack the Goods as is usual in a classic "brick and mortar" shop or e-shop. Testing means to start use the Goods, or to use or consume it and subsequently return it to the Seller consumed or partially consumed. The Goods is considered taken over by the Buyer at the moment when the Buyer or a third party appointed by him, with the exception of carrier, takes the Goods over or if:
- a) the Goods delivered to the Buyer is handed over within a regular monthly shipment separately, at the moment of the takeover of the Goods that was delivered as the last in a given month, or
 - b) the Goods is delivered repeatedly during a specified (three-month) period, at the moment the Goods is taken over.
- 10.7. By sending his Order, the Buyer confirms to the Seller that the Seller fulfilled his information obligations properly and on time under relevant consumer legal regulations related to the provision of the Goods.
- 10.8. In relation to the Seller, the Buyer can exercise his right to withdraw from the Contract in the form of a document or in the form of a record on other durable medium or by means of a withdrawal from the Contract form sent to a postal address or an electronic address of Sales Representative. The withdrawal from the Contract form can be downloaded from the Seller's internet site and it also constitutes an appendix to the GBTC.
- 10.9. Withdrawal from the Contract by means of the withdrawal from the Contract form according to the previous sentence of the GBTC must include data required therein, primarily precise specification of the Goods, date of order, the Buyer's - the Consumer's name and surname, the Buyer's - the Consumer's address, the Buyer's - the Consumer's signature, method how the Seller should return performance already received, especially account number and/or postal address, date. In the case of withdrawal from the Contract, the Buyer is obligated to deliver to the Seller the whole Goods together with accessories, including all documentation and a document on the payment of the Price and in the original packing, if possible. If, based on withdrawal from the Contract, the Buyer sends to the Seller the Goods together with accessories, including documentation, to the address according to the previous sentence by post office, he can do so only by means of a service called "Parcel to Address". The Seller shall not take over the Goods sent by the Buyer by means of a service called "Parcel to Post Office" and cash on delivery parcel. We recommend the Goods to be insured.

- 10.10.If the Buyer withdraws from the Contract, each supplementary contract related to the Contract from which the Buyer withdrew, shall also be terminated from the beginning.
- 10.11.The Buyer can withdraw from the Contract even before the period for withdrawal from the Contract commences. The period for withdrawal from the Contract is maintained if the Buyer sends a notice of exercising his right to withdraw from the Contract before the period for withdrawal from the Contract expires.
- 10.12.After withdrawal from the Contract, the Seller shall return to the Buyer all payments that the Buyer demonstrably paid in connection with the conclusion of the Contract. The Seller, however, is not obligated to pay the Buyer additional costs. Payments shall be returned to the Buyer within 14 days of the day on which the Seller receives the Buyer's notice of withdrawal from the Contract and the complete and intact Goods is returned. The payment shall be made in the way the Buyer used to pay the payment to the Seller, unless the Buyer stated a different method of payment in the withdrawal from the Contract form, without charging any other fees.
- 10.13.The Seller is not obligated to return to the Buyer all payments pursuant to the GBTC before the Buyer returns the Goods to him or until the Buyer proves that he shipped the Goods back to the Seller. Therefore, the Seller shall make payments to the Buyer after the Goods returned is delivered to the Seller's address indicated in the GBTC or after a document proving the return of the Goods is submitted, depending on which situation occurs sooner.
- 10.14.If the Buyer withdraws from the Contract under the GBTC, he is obligated to return to the Seller the Goods that is intact and unconsumed and in intact packing. If the Buyer delivers to the Seller the Goods that is used or damaged or incomplete, the Seller, in relation to the Buyer, is entitled to a damage compensation in the amount of value by which the Goods was reduced and due to which the Goods cannot be used for resale. The Seller is entitled to require the Buyer to compensate him for the reduced value of the Goods. For this purpose, the Seller can present his claims directly by deducting the amount of damage from the paid Price of the Goods and the Seller shall return to the Buyer only the Price reduced by this amount, unless the Price for the Goods was fully consumed.
- 10.15.The Buyer is obligated, within 14 days of withdrawal from the Contract, to send back or to handover to the Seller the Goods together with accessories, including relevant documentation and a document on payment, in original packing, if possible.
- 10.16.Before withdrawing from the Contract, the Buyer covers the direct costs of the return of the Goods to the Seller or to a person authorised to take the Goods over, also if the Goods, with regard to its nature, cannot be returned by means of post office. The direct costs associated with the return of the Goods cannot be reasonably calculated in advance. According to the information available, expected estimate of the costs depends on the size, weight of the parcel, distance from where the Goods is returned, and prices for which the carrier, selected by the Buyer, provides his services in the amount **from EUR 2.00 to EUR 150.00.**
- 10.17.If the Buyer fails to fulfil some of his duties stated in the previous points of the Article of the GBTC, withdrawal from the Contract is not valid and effective, and the Seller is not obligated to return to the Buyer all demonstrated payments pursuant to the GBTC and the Seller is simultaneously entitled to the payment of costs associated with shipping the Goods back to the Buyer.
- 10.18.The Buyer cannot withdraw from the Contract the subject matter of which is:
- a) the provision of the Goods, if the provision started with the Buyer's explicit consent, and if the Buyer declared that he was properly informed on the fact that by expressing his consent he loses the right to withdrawal from the Contract after the Goods was fully provided, and if the Goods was fully provided.
 - b) the purchase of the Goods that is subject to rapid reduction of quality or perishable,

- c) the purchase of the Goods closed in a protective packing that is not to be returned due to health protection or for hygienic reasons and the protective packing of which was broken after delivery,
- d) the purchase of the Goods that, with regard to its nature, can be inseparably mixed with other goods after delivery.

11. NOTICES, DELIVERY

- 11.1. Any information, notices, withdrawal from the Contract or other submission of the Party Interested in Goods/the Buyer shall be delivered by the Party Interested in Goods/the Buyer in the form of a letter to the Seller's registered office address, or to other address stated for the purposes of delivery of such submission, or to the Seller's e-mail address, or by means of the Buyer's Account. If the Party Interested in Goods/the Buyer delivers a submission in other form than in the form of a letter or in the form that raises doubts about the content and authenticity of the submission, the Seller can ask him to deliver the original within 3 working days; submissions not supplemented like this are not taken into account, unless agreed otherwise.
- 11.2. The Contracting Parties can agree on a different form of delivery, particularly electronic form using distance communication means, in relation to which written form is maintained and conditions of legal regulations are met (especially in relation to the ordering of the Goods and the conclusion of the Contract as assumed in the GBTC).
- 11.3. Any information, notice, reminder, invoice, pro forma invoice, withdrawal or other notice of the Seller is delivered by the Seller to the Party Interested in Goods/the Buyer always with regard to the nature of notice in one of the following ways:
 - a) a registered letter to a correspondence address indicated by the Buyer in the Order, which is considered delivered on the day it was taken over by the Buyer. If the letter cannot be delivered this way for any reason, it is considered delivered on the last day of storage period intended for the collection thereof after it was submitted to an entity entrusted with delivery (e.g. post office),
 - b) a ordinary letter to a correspondence address indicated by the Buyer in the Order, which is considered delivered on the fourth day of dispatch,
 - c) over the phone, by SMS, fax or e-mail. Such message is considered announced on the day it was sent to the Buyer's telephone number or e-mail. A telephone call made, delivery of message to voice mail or three vain attempts to make a telephone call is considered a delivery. A notice delivered by means of the Buyer's Account on the Seller's internet site, if the Contracting Parties have agreed on using it, is considered delivered on the day it was made available on the portal,
 - d) publishing it on the internet site, in operational places or in other similar form, which is considered delivered at the moment it is published. This method of announcement does not apply to reminders, invoices, notices and withdrawals or other legal actions defined by a legal regulation,
 - e) other suitable way.
- 11.4. The day on which the Buyer refuses to take a consignment over or on which a note is written on the consignment that the Buyer has moved, is unknown or a note of similar meaning and the Buyer did not announce his new address, is also considered a day of the delivery of such consignment. Consignments are delivered only within the national territory, unless agreed otherwise.

12. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 12.1. The law of the Slovak Republic applies to all relationships between the Seller and the

Party Interested in Goods/the Buyer, regardless of in which country the Goods is provided and which national is the Buyer of Goods or the Buyer. Relationships not provided for in the Contract and the GBTC are governed by relevant legal regulations of the Slovak Republic.

- 12.2. The Contracting Parties shall resolve disputes primarily amicably, by negotiation or agreement. If they fail to resolve a dispute amicably, in the case of a lawsuit the dispute shall be resolved by a general court under the legal regulations of the Slovak Republic, and if it is not possible to designate a court then the matter shall be forwarded at the first instance to the Prešov District Court, unless the parties concluded a specific arbitration agreement.
- 12.3. The Buyer - consumers are entitled to use an on-line dispute resolution platform (hereinafter the "ODR") in order to resolve their disputes in a language they shall select. The Buyer - consumer can make use of the ODR platform for the alternative resolution of his dispute. The platform is available at website <http://ec.europa.eu/consumers/odr/>. When submitting his submission on the ODR platform, the Buyer - consumer shall complete an electronic complaint form. The information submitted must be sufficient to designate a competent entity of the on-line alternative dispute resolution. The Buyer - consumer can attach documents supporting his complaint.
- 12.4. The alternative dispute resolution applies only to a dispute between the Consumer and the Seller, which arises from or which is connected with the Contract. The alternative dispute resolution applies only to distance Contracts. The alternative dispute resolution does not apply to disputes within which the value of dispute does not exceed EUR 20.00. The ADR entity can require the Buyer/the Consumer to pay a fee for the commencement of the alternative dispute resolution, maximally up to EUR 5.00 including VAT.

13. CHANGES IN AND VALIDITY OF THE GBTC

- 13.1. The Seller is entitled to change and supplement the GBTC. The change in or supplementation to the GBTC is considered an amendment to contractual terms and conditions. The Seller is entitled to change the GBTC, while amendment to contractual terms and conditions primarily means a full or partial adjustment, change or cancellation of the Goods, including its quality, scope, structure, price or other condition (hereinafter the "**amendment to contractual terms and conditions**").
- 13.2. The Seller is entitled to amend the contractual terms and conditions for a reason agreed in the Contract or in any part of the Contract or for any of the following reasons:
 - a) changes in conditions on the market on which the Goods is provided,
 - b) increase in the Seller's costs associated with the provision of the Goods,
 - c) changes in inflation,
 - d) changes in the Seller's marketing strategy consisting mainly in the introduction, change or cancellation of the Goods,
 - e) legislative changes with a direct or an indirect impact on the contractual terms and conditions (including a change in VAT rate or other payment), or
 - f) the issuance of a decision of a competent public authority (including authorities of European Communities) which establishes the Seller's duty or right to amend the contractual terms and conditions.
- 13.3. When announcing changes in the GBTC, the Seller shall publish them on the Seller's internet site and shall send them to the Buyer into his Buyer's Account.
- 13.4. The Seller is obligated to inform the Buyer on a substantial change in the contractual terms and conditions, which applies to the Buyer, at least one month before it enters into effect. The substantial change in the contractual terms and conditions means a unilateral change to the detriment of the Buyer related primarily to the change in price, source and

method of calculation of price for goods provided, the change in the quality of the Goods provided or the change in the duration of the Contract or the change in those contractual terms and conditions on which the Seller and the Buyer agreed in the Contract in writing that they shall be deemed substantial.

- 13.5. A change, which is directly or indirectly caused by a change in a legal regulation or a decision of a competent public authority or an authority of the European Union is not considered a substantial change in the contractual terms and conditions.
- 13.6. If the Buyer does not agree with the substantial change in the contractual terms and conditions, he is entitled to withdraw from the Contract without sanctions, not later than within one month of the announcement of the substantial change.
- 13.7. In such case, legal effects of withdrawal from the Contract shall occur as of the day on which changes in the contractual terms and conditions entered into effect. If the Buyer does not withdraw from the Contract due to the substantial change in the contractual terms and conditions in a way and within the deadline of one month, it is deemed that he agrees with the substantial change in the contractual terms and conditions.
- 13.8. The Seller shall inform the Buyer on information related to other changes in the contractual terms and conditions using one of the methods of announcement pursuant to Article 10 of the GBTC, not later than as of the day the change in the contractual terms and conditions entered into effect, unless, in specific cases the Seller is obligated to announce the change sooner. Such change is valid as of the day which the Seller indicated in a notice of the change in the contractual terms and conditions.
- 13.9. The GBTC in their current wording apply to relationship between the Contracting Parties established by the Contract. Termination of the Contract does not apply to those provisions of the GBTC which, with regard to their nature, are to survive until the full settlement of claim arising from the Contract, especially liability for damage, damage compensation and sanctions, choice-of-law rules.
- 13.10. If some of the provisions of the GBTC becomes invalid, ineffective or unenforceable, other provisions shall remain in force. The Seller shall replace such provision with a valid, effective and enforceable provision which will be as close to the principles stated in the GBTC as possible, while preserving the purpose and meaning of the provision.
- 13.11. The GBTC issued by the Seller ceases to be in force and effect always as of the day new GBTC issued by the Seller enter into force and effect. All Contracts and other agreements concluded before the new GBTC between the Contracting Parties enter into effect and which were governed by the previous GBTC, shall be governed by the new GBTC as of the effective date of the new GBTC, and they are considered Contracts concluded pursuant to the new GBTC.
- 13.12. Provisions of this section also apply to the changes and validity of the Price List and specific contractual terms and conditions, if issued by the Seller, unless stated otherwise. The valid and current Price List constitutes an appendix to the GBTC and is published on the Seller's internet website. Changes in the Price List are published on the Seller's internet site.

14. FINAL PROVISIONS

- 14.1. The GBTC enter into effect in relation to the Party Interested in Goods/the Buyer when the Order is sent to the Seller. By sending his Order, the Party Interested in Goods/the Buyer confirms that he has read the GBTC and he fully agrees with them.
- 14.2. The GBTC are primarily prepared in Slovak language and if they are translated into other language and if there are differences between language versions, the Slovak language version takes precedence and is legally binding.
- 14.3. The GBTC constitute an integral part of the Contract, and information, rights and duties

stated in the GBTC are information, rights and duties provided to the Party Interested in Goods/the Buyer before he sends his Order.

14.4. The following appendices constitute an integral part of the GBTC: Withdrawal from the Contract form.

Appendix No. 1 to the GBTC Withdrawal from the Contract form

WITHDRAWAL FROM THE CONTRACT

Name, surname, title:

Permanent address:

Telephone number/e-mail:

(hereinafter the “**Consumer**”)

hereby I am withdrawing from the Contract concluded with TURBADO.EU LTD., branch, with registered office at Šafárikova 5922/39, 080 01 Prešov, Reg. No.: 47 896 191, registered in the Commercial Register of the Prešov District Court, Section: Po, File No.: 10436/P (hereinafter the “**Entrepreneur**”).

The Consumer is returning to the Entrepreneur, within 14 days, goods according to the below information:

Order and invoice number:

Date of order (issuance of invoice):

Date of receipt of the goods:

Products that the Consumer is returning (precise name and code of the goods according to offer):

.....
.....

The Consumer returned the Product in the place where he took it over in person:

.....

Day on which e-shop personnel took the Product over:

The Product was delivered to the address of the Entrepreneur's authorised person by this carrier:

.....

Reason for returning the Product (voluntary):

.....

The Entrepreneur is entitled to require the Consumer to reimburse the reduction of the value of the goods caused by handling the goods in a way that is beyond the framework of handling necessary to identify the properties and functionality of the goods.

Please, return the money by postal money order to the above address

Please, return the money to my bank account:

The Consumer and the Entrepreneur acknowledge the correctness of data by their signatures.

In, date, Consumer's signature

In, date, Entrepreneur's signature