

## **General Terms and Conditions of Sale - United Apparels s.r.o.**

### **1. INTRODUCTORY PROVISIONS**

1.1. These General Terms and Conditions of Sale apply to the products sold by United Apparels s.r.o., Miletičova 5, 821 08 Bratislava, Registration no.: 50 434 535, entered in the commercial register of the District court Bratislava I, Section: Sro, File no. 113172/B (Hereinafter "GTCs"). They are an integral part of purchase agreements made in compliance with these GTCs or of orders confirmed by the Seller; they govern the rights and obligations of the contracting parties under the purchase agreement concluded between the Seller and the Buyer which concerns the sale and purchase of goods offered by the Seller.

1.2. GTCs apply to all purchase agreements concluded between the Seller and the Buyer. The binding force of these GTCs may be limited or excluded only based on a separate written agreement between the Seller and the Buyer, providing such agreement preceded the conclusion of the purchase agreement or the Seller's confirmation of order.

1.3. By submitting an order, the Buyer accepts these GTCs.

### **2. DEFINITIONS**

2.1. The Seller shall mean United Apparels s.r.o., Miletičova 5, 821 08 Bratislava, Registration no.: 50 434 535, entered in the commercial register of the District court Bratislava I, Section: Sro, File no. 113172/B.

2.2. The Buyer shall mean a natural or legal person whose details are given in the order.

2.3. The goods shall mean the movable property offered for sale by the Seller according to the online offer at [www.shieldapparels.com](http://www.shieldapparels.com) website.

2.4. The order shall mean the form to be found on the Seller's website – [shieldapparels.com](http://shieldapparels.com) – generated by the electronic system.

2.5. Seller's e-mail shall refer to [info@shieldapparels.com](mailto:info@shieldapparels.com).

2.6. Buyer's e-mail shall refer to the e-mail address provided in the Buyer's order.

2.7. Seller's address shall refer to United Apparels s.r.o., Miletičova 5, 821 08 Bratislava.

2.8. The Law shall refer to the Act no. 102/2014 Coll. on the protection of buyers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the seller as amended.

### **3. ORDER AND THE CONCLUSION OF PURCHASE AGREEMENT**

3.1. The order shall constitute a proposal of the purchase agreement. The purchase agreement shall mean a "Distance contract" in compliance with Section 2(1) of the Law concluded between the Seller and the Buyer. All other particulars and obligations resulting from the performance of sale by mail order are set out bellow and governed by the obligations under the Law.

3.2. Orders submitted through this online store are considered binding. The validity of electronic orders is conditional upon due completion of the form (required data). By submitting the order, the Buyer confirms that he/she has read and accepts the claim policy and these GTCs.

3.3. The purchase agreement is concluded when the Seller accepts the Buyer's order; that is, when the Seller verifies the goods' availability, valid prices, and delivery date and sends a confirmation email to the Buyer's address given in the order within 10 days from the reception of the order (hereinafter "order confirmation"). The binding acceptance of order shall contain specifications of the goods, prices and date of delivery. In case that the price of the ordered goods is higher than in the offer, the Seller is obliged to ask for Buyer's acceptance of the price change. The automatic reply by the Seller's electronic system shall not be considered an order confirmation. Both the Seller and the Buyer are obliged to notify the other party of any additional changes to the order in writing - either by email or registered post.

3.4. Should the order confirmation not be delivered to the Buyer within 10 days and the Buyer is interested in the Seller's goods, the Buyer will check that the email given in the order is correct or contact the Seller via email or phone.

3.5. Should the Buyer order more goods after the purchase agreement has been concluded, it is considered a new order.

3.6. Should the Buyer set conditions in the order that are in conflict with these GTCs, no objections on the Seller's part do not mean that the Seller has approved those conditions; and these GTCs remain binding, unless the parties agree otherwise.

3.7. Should the Buyer not enter all required data and the Seller asks the Buyer to provide it, the Buyer is obliged to do so. Otherwise, the purchase agreement will not be concluded.

#### **4. RIGHTS AND OBLIGATIONS OF THE PARTIES**

4.1. The Seller is obliged to:

a) deliver the goods in compliance with the Buyer's Order and the order confirmation; the goods must be delivered in the quantity and on the date as agreed, in standard quality and packed or prepared to be transported safely,

b) ensure that the delivered goods meet requirements set by the generally binding legal regulations,

c) comply with the storage conditions specified by the manufacturer so that the deterioration of goods is prevented,

d) ensure that the goods are sold in the manner that provides for their proper and safe use,

e) hand over all documents required for the collection and use of the goods and other documents, as required by the generally binding legal regulations. These must be handed over to the Buyer in a written or electronic form.

4.2. The Seller is entitled to receive full and timely payment for the delivered goods.

4.3. The Seller is entitled to cancel the order and terminate the contract if unable to deliver the goods to the Buyer within the delivery period defined by these GTCs or for the agreed purchase price due to stock exhaustion, unavailability of goods or price change by the supplier, unless compensation is negotiated with the Buyer. The Buyer will be informed of the order cancellation and agreement termination via email. If the purchase price or its part has been paid, the Seller is obliged to refund the Buyer by crediting the amount to the Buyer's account (or the account from which the purchase price was paid) or by postal money order within 10 days from the termination of the agreement.

4.4. The Buyer is obliged:

- a) to collect the goods delivered in compliance with the purchase agreement,
- b) to pay the purchase price in the manner and within the period set out in the agreement,
- c) not to harm the name and reputation of the Seller,
- d) to confirm the collection of goods by signing the delivery letter if applicable. The delivery letter can be also signed by the person authorised to collect the goods.

4.5. The Buyer is entitled to have the goods delivered in the quantity, quality, period and place as agreed by the contracting parties in the binding order.

## **5. TERMS OF DELIVERY**

5.1. The goods will be delivered in the shortest time possible with respect to the availability of the goods and operational possibilities. The Seller will inform of the delivery date of goods in the order confirmation. The parties have agreed that the delivery period may be delayed due to:

- a) the company holiday of the manufacturer, importer or supplier of the goods,
- b) the interruption of production by the manufacturer, the interruption of operation by the importer or supplier,
- c) the delay on the manufacturer's, importer's or supplier's part.

5.2. The place of collection will be defined based on the Buyer's order. The Buyer is obliged to ensure that he/she or a person authorized to collect the goods is at the place of collection at the set time. The Buyer is obliged to collect the goods at this place.

5.3. The goods are considered delivered when all their parts are collected by the Buyer or a person authorised to collect or refuse to collect the goods at the place of delivery. Third persons must be authorised to collect the goods specified in the purchase agreement and must present the original or a copy of the purchase agreement and the proof of payment, as well as the written authorisation.

5.4. The Seller is entitled to refuse to hand over goods until the purchase price is paid.

5.5. Transportation to the place of collection is always provided by the Seller. The shipment always includes a tax invoice and the letter of warranty (the tax invoice is considered a letter of warranty).

5.6. Means of transport are offered according to the current availability of the services and with respect to the capacity and distance. The cost of transportation of goods differs according to the selected manner of delivery, value and weight of the ordered goods. The Buyer will select the manner of delivery in the order.

5.7. The Buyer is obliged to examine the goods, as well as their packaging, and perform the inspection of the goods immediately upon collection. Should the Buyer find that the goods or packaging are mechanically damaged, he/she is obliged to inform the Seller or the courier and inspect the state of goods in their presence. Should the damage to the goods be found, the Buyer is obliged to make a record describing the extent and character of the damage, which will be verified by the Seller or courier. Based on this record delivered to the Seller, the Buyer can submit a claim as a result of defects of the goods for which the Seller is responsible; the Seller is obliged to remove the defects, grant a discount, or replace the goods in case of non-repairable defects with regard to the character of defects in compliance with the article 9. of these GTCs. Should this obligation be breached, the Buyer may submit claims for defects found later only provided he/she can prove their existence at the time of collection.

5.8. The costs of delivery of goods will be borne by the Buyer to the full extent.

## **6. PURCHASE PRICE**

6.1. The Buyer is obliged to pay the purchase price set out in the purchase agreement.

6.2. The Seller reserves the right to change the purchase price to reflect the cost related to changes of legal regulations, import charges, customs duties, tax increase or introduction of new taxes.

6.3. The Buyer is obliged to pay the purchase price set out in the purchase agreement by bank transfer to the Seller's account within 3 days after receiving the order confirmation or by cash on delivery.

6.4. When paying by bank transfer, the day of payment will be considered the date on which the full payment of the agreed purchase price was credited to the Seller's account.

6.5. Any delay of the payment of purchase price or failure to pay the purchase price at the collection (if arranged with the Seller) on the Buyer's part entitles the Seller to terminate the purchase agreement and require that the Buyer pays a penalty of 20% of the agreed purchase price. The contracting parties consider the agreed penalty appropriate.

## **7. RIGHT OF OWNERSHIP AND PASSING OF RISK**

7.1. The right of ownership passes onto the Buyer upon full payment of the agreed purchase price.

7.2. Should the goods be delivered to the Buyer prior to the full payment of the purchase price, the Buyer is obliged to take due care and secure it against theft, damage, fire, floods.

7.3. The risk of damage of goods passes onto the Buyer at the collection from the Seller or at the moment when the Seller entitles the Buyer to use the goods and the Buyer breaches the agreement by not collecting the goods.

## **8. TERMINATION**

8.1. The Buyer has right to terminate the purchase agreement in compliance with the Law without giving any reason. This must be done within 14 days from the collection or before the start of the termination period. The Buyer has right to unpack and try out the goods within this period in a manner similar to a purchase in a brick-and-mortar store. The right to try out the goods does not mean that the goods can be used and then returned to the Seller.

8.2. By placing an order, the Buyer confirms that the Seller has properly and timely fulfilled his information obligations according to the provision in Section 3(1) of the Act on the protection of buyers in sale of goods and the Buyer is aware of them.

8.3. The Buyer has right to terminate the agreement in writing, on a durable medium, or the Agreement termination form sent to the Seller's address or email address. The form can be [downloaded here](#) (click here to view the Agreement termination form).

8.4. When terminating the purchase agreement by means of the Agreement termination form in compliance with the previous point of the GTCs, the Buyer must provide all data required by the form, particularly the detailed specification of the goods, number and date of the order; Buyer's name and surname, address, signature, and account number to which the received payment will be returned by the Seller. The Buyer is obliged to send or hand over the goods in the original packaging, including documentation, manual, letter of warranty, receipt etc., to

the Seller within 14 days from the termination. We recommend that the goods be insured. The Seller does not accept cash-on-delivery packages.

8.5. Upon termination of the agreement, the Seller will return all payments associated with the concluded agreement demonstrably made by the Buyer, particularly the purchase price, including the transportation costs. However, the Seller is not obliged to refund the Buyer for additional costs in case the Buyer chose other than the cheapest means of transport offered by the Seller. Additional costs shall mean the difference between the cost of transportation chosen by the Buyer and the cost of the cheapest transportation option offered by the Seller. The payment will be refunded to the Buyer within 14 days from the date of delivery of Buyer's notice of termination to the Seller which will include the account number to which the money can be credited.

8.6. The Seller is not obliged to refund all payments to the Buyer according to point 8.5. of these GTCs until the Buyer delivers the goods to the Seller. The payment for the purchased goods will be refunded to the Buyer once the returned goods have been delivered to the Seller's address.

8.7. Should the Buyer terminate the agreement in compliance with point 8.1. of these GTCs and the goods delivered to the Seller be used, damaged, or incomplete, or should the value decrease due to the use of the goods beyond handling necessary to test their features and functionality, the Seller may claim a compensation for the damage in the amount necessary to repair and restore the goods; or the Seller can require that the Buyer reimburse the Seller for the reduced value of the goods.

8.8. When terminating the agreement, the Buyer bears the direct costs for returning the goods to the Seller, as well as the costs for returning the goods that cannot be returned by post due to its character.

8.9. Should the Buyer not perform any of the obligations set out by the points 8.3. or 8.4. of these GTCs, the termination of the agreement is not valid and effective and the Seller is not obliged to return all the demonstrable payments according to point 8.5. of these GTCs to the Buyer; at the same time, the Seller is entitled to be compensated for the costs associated with sending the goods back to the Buyer.

8.10. The Buyer cannot terminate the agreement subject of which are customized items or items in protective packaging that cannot be returned due to the reasons of health safety or hygiene, if their protective packaging was broken after delivery.

8.11. The Seller is entitled to terminate the purchase agreement due to stock exhaustion, unavailability of goods or if the manufacturer, importer or supplier of the goods subject to the purchase agreement interrupted their production or made such changes that prevented the Seller from performance of obligations under the purchase agreement. The Seller is further entitled to terminate the purchase agreement due to force majeure or if the Seller, after making every reasonable effort that could be required, is not able to deliver the goods to the customer within the agreed period or for the price stated in the online shop. The Seller is obliged to inform the Buyer of this fact immediately and return the deposit for the goods under the purchase agreement within 10 day from the notice of termination of agreement by transferring it to the account designated by the Buyer.

## **9. RETURN POLICY**

9.1. Claim regulations concern the goods purchased by the Buyer from the Seller based on the purchase agreement in compliance with these GTCs.

9.2. The Seller is responsible for the defects which the goods have at the time of the handover to the Buyer. The Seller is not responsible for defects of used goods resulting from their use or wear. As regards the goods sold at a discount, the Seller is not responsible for defects due to which the goods are offered at a lower price.

9.3. The Buyer is entitled to claim warranty for the purchased goods in case they shows signs of defect for which manufacturer, importer, or supplier are responsible and warranty applies to these goods purchased from the Seller.

9.4. Should the goods have any defects, the Buyer is entitled to make a claim in writing to the Seller's address. Buyer's claim must give detailed description of the type and extent of defects of the goods.

9.5. The claim procedure starts at the date of meeting the following requirements:

- a) delivery of a written claim to the Seller which specifies Buyer's name, surname, permanent address, telephone number, email address, goods, type and extent of the defect claimed,
- b) delivery of the claimed goods to the Seller,
- c) delivery of the proof of payment of the purchase price.

The Buyer is entitled to make a warranty claim in writing to the Seller's email address.

9.6. The claim procedure begins on the day when the claim was made.

9.7. The Buyer is obliged to make claims of faulty goods to the Seller without undue delay. The Seller or a person authorised by the Seller will issue the Buyer a confirmation of the claim in an appropriate form chosen by the Seller, e.g. by email or in writing. Should the claim be made by email, the Seller is obliged to deliver the confirmation of the claim to the Buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay at latest with the claim settlement document; the confirmation of the claim does not have to be delivered if there is another way the Buyer can prove that the claim was made.

9.8. Based on the Buyer's decision made in compliance with the provisions of Sections 622 and 623 of Civil Code, the Seller or an authorised person is obliged to determine the manner of remedy immediately in compliance with the section 2(m) of the Act no. 250/2007 Coll. on the protection of buyers as amended; in complex cases within 3 work days from the beginning of the claim procedure; in justified cases within 30 days from the beginning of the claim procedure. Upon determination of the manner of remedy, the Seller or an authorised person will remedy the claim immediately, in justified cases, claims may be remedied later. Claim remedy must not take longer than 30 days from the date the claim was made. After the period for the remedy of claim, the Buyer has right to terminate the agreement or have the goods replaced.

9.9. If the Buyer made the claim within the first 12 months from the conclusion of the purchase agreement, the Seller can reject the claim only based on an expert's opinion or a statement issued by an authorised, notified or accredited person or a statement of the person authorised by the manufacturer to perform warranty repairs. Regardless of the result of expert assessment, the Seller cannot require that the Buyer reimburse the costs for the expert assessment of goods or any other costs associated with the expert assessment of goods.

9.10. If the Buyer submitted a claim after 12 month from the conclusion of the purchase agreement, the Seller is entitled to reject the claim if not relevant. In such case, the person handling the claim is obliged to inform the Buyer in the document of claim settlement about who to send the goods for expert assessment to. If the Buyer sends the goods for expert

assessment to the person listed in the document of claim settlement, the costs of the expert assessment, as well as other costs associated with it, will be borne by the Seller regardless of the expert assessment's result. Should the expert opinion prove that the Seller is responsible for the claimed defect, the Buyer can submit the claim again; the warranty period is extended by the time when the expert opinion of the goods is being prepared. The result of the expert assessment can be used by the Buyer when re-submitting the claim only in the case that the Buyer sent the goods for the expert assessment within one month from the rejection of the claim and the state of the claimed goods on the day of the expert assessment was the same as on the day of the rejection. The Seller is obliged to reimburse the Buyer for all expenses incurred by the expert assessment, as well as all other expenses associated with it, within 14 days from re-submission of the claim. Resubmitted claims cannot be rejected.

9.11. The Buyer is not entitled to make a warranty claim if the Seller notified the Buyer of the product's defects at the time of the conclusion of agreement or if the Buyer knew of such defects with the respect to the circumstances under which the agreement was concluded.

9.12. The Buyer acknowledges that the shade of the product is not a defect if the colour of the delivered goods differs from the colour of the product presented in the Seller's online offer due to the character of the device used by the Buyer to view it.

9.13. The Seller reserves the right to replace the faulty goods for similar goods with comparable technical parameters.

9.14. Warranty becomes void due to:

- a) Buyer's failure to present the proof of payment,
- b) not reporting obvious defects when collecting the goods,
- c) expiry of the warranty period,
- d) the damage to the goods during transportation by the Buyer's own means of transport,
- e) mechanical damage to the goods caused by the Buyer or the third party,
- f) use of goods in conditions that differ from the natural environment in terms of humidity, chemical and mechanical influences,
- g) improper handling, use, or neglected maintenance of goods,
- h) the damage of goods due to irreversible and/or unforeseeable events,
- i) the damage of goods by accidental damage, accidental destruction, or accidental deterioration,
- j) improper intervention, damage during transportation, damage by water, fire, static or atmospheric electricity, or other force majeure events,
- k) intervention into the product by an unauthorized person.

9.15. The Seller is entitled to reject claims if the goods are not sanitary and their storing at the Seller's premises could pose a risk of microbial or other contamination (e.g. insect or other animals, dirty goods).

9.16. The Seller is obliged to address the claim and remedy the claim in one of these ways:

- a) repairing the goods,
- b) replacing the goods,
- c) full refund,

- d) partial refund,
- e) written notice to collect the claimed goods with the manner of remedy determined by the Seller,
- f) justified rejection of the claim.

9.17. the Seller is obliged to issue the Buyer a written document on the way of determining the manner of remedy and on the remedy of claim within 30 days from Buyer's claim. The Buyer acknowledges that in compliance with Section 40(4) of Civil Code the term "written" also applies to legal acts performed by electronic means which capture the content of the legal act and make the identification of the person who performed that act possible. On this basis, the Seller will issue the buyer a written document on the way of determining the manner of remedy and on the remedy of claim by means of email to the email address stated in the order or claim protocol. The determination of the manner of remedy and the remedy of the claim are considered delivered the day after the email was sent. The Buyer is obliged to collect the claimed goods within 30 from receiving the email on the remedy of claim. After that, the Buyer is obliged to pay the Seller storage fee of 2 Euro per day. Should the Buyer not collect the goods within 6 months from the day he was obliged to collect it, the Seller is entitled to sell the goods upon written notice and an additional 14 days period. The Seller will deduct the expenses associated with the sale and the storage fees and transfer the rest of money to the account given by the Buyer.

9.18. The warranty period is 24 months, unless different period is specified for particular cases; it starts as of the date of delivery of the goods to the Buyer or to a person authorised by the Buyer, or as of the date of Buyer's breach of the obligation to collect the goods. Warranty period for used goods is 12 months and starts at the date of collection of the goods by the Buyer or by a person authorised by the Buyer, or as of the date of Buyer's breach of the obligation to collect the goods.

9.19. The warranty period will be extended by the time for which the Buyer could not use the goods due to the repair of goods under warranty.

9.20. In case of replacement of the goods, the Buyer will be given a document listing the replaced goods.

9.21. All rightful repairs under warranty are free of charge.

9.22. In case of a reparable defect, the claim will be handled based on Buyer's decision according to point 9.9. of this article in the following way:

- a) the Seller will provide remedy of the fault, or
- b) the Seller will replace the goods.

9.23. In case of a non-reparable defect or a persistent repairable defect or a number of different repairable defects that prevent the Buyer from using the product properly, the Seller will remedy the claim based on the Buyer's decision according to point 9.9. of this article in the following way:

- a) the Seller will replace the goods with other goods that are identical or have better technical parameters or
- b) if the Seller cannot replace the goods, the Seller will remedy the claim by issuing credit for the faulty goods and the Buyer will be obliged to hand the goods over immediately.

9.24. Remedy of claim applies only to the defects described in the claim form.

9.25. For the purpose of the claim, persistent repairable defects shall mean occurrence of one repairable defect more than two times.

9.26. For the purpose of the claim, a number of different repairable defects shall mean occurrence of more than three different repairable defects at the same time.

9.27. For the purpose of the claim, the period during which the Buyer cannot use the goods properly will be the period during which, after the conclusion of the purchase agreement, the buyer cannot use the goods due to defects for more than 120 days.

9.28. A Buyer's right to apply a claim for the defects is consumed after the Buyer used his right and asked the seller to remove defects of the goods according to point 9.5 or 9.6. of this article; and regardless of the result of the claim, the Buyer has no longer a right to apply a claim repeatedly to the same unique defect (not the defect of the same type).

9.29. Claims cannot be made for defects caused by incorrect use, improper storage or damage by the Buyer. The product must not be mechanically damaged (mechanical damage means such damage that could not be caused by normal use for the purpose the product was made for). Claims cannot be brought for defects caused by normal use, wear and tear (defects caused by normal use of the product include for example change of colour due to sunlight, ripped off parts such as pins, Velcro, etc.), mechanical damage, incorrect use, storage, damage, accidental damage etc.

## **10. LIABILITY**

10.1. The Seller is liable for damages incurred to the Buyer or a third person by the Seller or third persons acting on Seller's behalf resulting from the breach of Seller's obligations under the purchase agreement and these GTCs.

10.2. The Buyer is liable for damages incurred to the Seller by the Buyer or third parties acting on buyer's behalf resulting from the breach of Buyer's obligations under the purchase agreement or these GTCs.

## **11. PRIVACY**

11.1. The parties have agreed that the Buyer is a natural person obliged to provide the Seller with his private data required by the system, particularly the name, surname, permanent address, delivery address, telephone number and email address.

11.2. The parties have agreed that if the Buyer is a legal entity, the Seller must be provided with the Buyer's business name, address, registration number, tax code, VAT Reg.No., delivery address, telephone number and email address.

11.3. The Buyer agrees with the processing of personal data by the Seller for the purpose of performing Seller's obligations in compliance with the purchase agreement concluded based on the order of goods. The data will be processed in an information system, which is an electronic register of buyers. The Buyer grants this consent for an indefinite period.

11.4. The Buyer agrees to be sent messages with news on Seller's activities without prior Buyer's consent. The Buyer is entitled to withdraw such consent anytime.

11.5. Providing information in compliance with Section 15 of Act no. 122/2013 Coll. as amended:

a) company: United Apparels s.r.o., Miletičova 5, 821 08 Bratislava, Registration no.: 50 434 535,

b) purpose of personal data processing: performance of Seller's obligations resulting from the purchase agreement concluded based on these GTCs and processing of this data in the electronic information system, i.e. Seller's register of buyers ,

c) list of personal data: name, surname, permanent address, telephone number and email address,

d) additional information:

- provision of personal data is optional,

- the Seller is authorised to process the personal data until the Buyer delivers a written request for disposing or blocking of personal data, or until necessary.

- personal data will not be provided or made accessible to third parties,

- personal data will not be made public,

- personal data will not be transferred to the third countries.

11.6. Based on a written request, the Buyer is entitled to:

1/ require

a) a confirmation whether his private data is being processed,

b) comprehensible information on processing of his/her personal data in an information system in the extent according to Section 15 (1)(a-e), point 1-2 of the Act no. 122/2013 Coll. as amended; according to section 5, the Buyer is entitled to be informed of the processing and evaluating of operations; the Seller is obliged to fulfil this Buyer's request free of charge,

c) comprehensible, detailed information on the source from which Buyer's personal data has been acquired for processing. This request must be fulfilled by the Seller free of charge,

d) comprehensible list of Buyer's personal data subject to processing. The Seller must provide this information free of charge with the exception of a payment in an amount not exceeding the costs incurred by making copies, obtaining media and sending the information to the Buyer, unless otherwise provided in a separate law,

e) correction or disposal of incorrect, incomplete or outdated personal data subject to processing; the Seller must fulfil this request free of charge,

f) disposal of Buyer's personal data processing of which has ended; in case that official documents containing personal data are subject to processing, the Buyer can request that such documents be returned; The Seller must fulfil this request free of charge

g) disposal of Buyer's personal data should there be a breach of law; The Seller must fulfil this request free of charge,

h) blocking Buyer's personal data due to Buyer's consent withdrawal before its expiry, if the Seller is processing private data based on the Buyer's consent, this request must be fulfilled free of charge.

Buyer's right can be limited only to letters e) and f) of this point 1/, if such limitation follows from a specific act or if its application breaches the protection of a concerned person or violate rights and freedoms of other people. The Seller is obliged to notify the Buyer, as well as the personal data protection supervisory authority, of such limitation without any undue delay.

2/ object to

- a) processing of Buyer's personal data that the Buyer assumes are being or will be processed for the purpose of direct marketing without the Buyer's consent. The Buyer is entitled to request its disposal,
- b) use of personal data as defined in Section 10(3d) of Act no. 122/2013 Coll. as amended for the purpose of direct marketing by mail, or
- c) providing personal data as defined in Section 10(3d) of Act no. 122/2013 Coll. as amended for the purpose of direct marketing,
- d) processing personal data in cases as defined in Section 10(3/a,e,f,g) of Act no. 122/2013 Coll. as amended, by giving justified reasons or presenting evidence of unauthorised interfering with Buyer's rights and interests protected by law, which may be harmed in particular cases due to such processing of personal data,
- e) opt out of the Seller's decision that could have legal effects or significant consequences, should such decision be made solely based on actions of the automatic processing of Buyer's private data.

The Buyer has right to ask the Seller to examine the decision by means of a method different from the automatic form of processing and the Seller is obliged to meet the request. The Seller will inform the Buyer of the manner of examination and its result within 30 days from the delivery of the request. The Buyer has right to initiate a procedure on protection of personal data at the Data protection supervisory authority

11.7. If the Buyer registered and created a user name and password, the Buyer is obliged to keep this data confidential and not to provide it to third parties. The Seller is not liable for the consequences or damages incurred by forgotten data, providing data to third parties or Buyer's failure to protect the data.

## **12. Force Majeure**

12.1. Contracting parties are exempt from the liability for the failure to fulfil obligations under this agreement due to force majeure. Force majeure means unforeseen events beyond the control of the contracting parties that prevent either party from performing their obligations under this agreement. Unforeseen changes of economic, financial or currency nature as well as common business risks are not deemed force majeure.

12.2. Each contracting party is obliged to inform the party requesting performance of obligations of any circumstances and consequences of force majeure within 48 hours from such events. Otherwise, the contracting party cannot claim force majeure.

12.3. In case of force majeure, the period for the performance of the obligation under this agreement will be extended for the period of the existence of the force majeure consequences. In case of force majeure longer than 2 months, the parties will attempt to negotiate the possibility of resuming the performance of the purchase agreement. After this period, each party is entitled to terminate the purchase agreement without obligation to pay compensation, after having performed all obligations not prevented by force majeure.

## **13. Delivery**

13.1. Any notice or other written act performed based on the purchase agreement and these GTCs will be performed in Slovak language or English language and will be delivered to the

address of the company or the permanent address of the contracting parties given in the purchase agreement or to any other address or email address given in writing.

13.2. Contracting parties are obliged to inform about the changes of his/her data concerning the name, permanent address and the contact address if different, including the email address, without undue delay. As of the date of the delivery of the notice of change of address, the other contracting party is obliged to send documents to the new address. Delivery of documents based on or associated with these GTCs shall mean delivery of documents by post, courier, and email or in person. The day of delivery of a document by post or courier is also the day on which the addressee refuses to accept the letter, or the post office period for the collection of letter delivered to a party expires, or on which the package is labelled by post office staff as “addressee has changed address” or “addressee unknown” or with a note of similar meaning, provided that the note is based on truth. The date of delivery of a document by email is the day after the email was sent to Seller’s or Buyer’s email address.

#### **14. Online Arbitration**

14.1. The Buyer – the customer is entitled to use online dispute resolution platform (hereinafter „ODR“) to resolve disputes in a selected language. To resolve disputes, the Buyer -consumer can use ODR platform accessible at <http://ec.europa.eu/Buyers/odr/> . When making ODR submission, the Buyer – consumer will fill in the electronic complaint form. Information the Buyer provides must be sufficient for determining the subject of the alternative online dispute resolution. The Buyer – consumer can attach documents to support the complaint.

#### **15. Final Provisions**

15.1. The Seller reserves the right to change these GTCs. The obligation to notify of changes to these GTCs is met by publishing them at the Seller’s website - [www.shieldapparels.com](http://www.shieldapparels.com)

15.2. Relations not defined by this GTCs are governed by the relevant provisions of the Civil Code, of the Act no. 250/2007 Coll. on the protection of Buyers as amended, Act no. 102/2014 Coll. on the protection of Buyers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the Seller as amended, and other generally binding legal regulations.

15.3. The Buyer represents that he/she has read and fully accepts these GTCs. In case of disagreement, the Buyer is entitled to notify the Seller of which provisions of these GTCs the Buyer does not agree with; and the contracting parties are obliged to negotiate their change.

15.4. These GTCs are written in two languages and in case of any discrepancies between the two versions, the Slovak text will be binding.

15.5. These GTCs will enter into force by conclusion of the purchase agreement.

In Bratislava, 1.9.2016