

General Terms and Conditions

I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as GTC) further define the basic business conditions and relations between Nelectra s.r.o., with its registered office at Kopčianska 10, 85101 Bratislava, ID: 47050535, registered in the Commercial Register kept at the District Court Bratislava I., Insert No. 88583 / B (hereinafter referred to as Nelectra s.r.o.), and its customers in the area of product and goods sales and service provision. Conditions and relationships not specified in these GTC are governed by the laws of the Slovak Republic.
2. If the contracting party is a consumer, the relationships not governed by the GTC are governed by act no. 40/1964 Coll. of the Civil Code, as amended, by act no. 250/2007 Coll. on Consumer Protection, as amended, by act no. 102/2014 on consumer protection in the sale of goods or services on the basis of a contract concluded at a distance or contracts concluded outside the premises of the seller, as amended, by act no. 122/2013 Coll. on the Protection of Personal Data, as amended, and by the return policy of Nelectra s.r.o.
3. If the contracting party is a buyer who is not a consumer, the relationships not regulated by GTC shall be governed by act No. 513/1991 Coll., The Commercial Code, as amended, and by the return policy of Nelectra s.r.o.
4. Contact details:

Postal address: Nelectra s.r.o., Kopčianska 10, 85101 Bratislava, Slovak Republic

Tel: +421(0)903191229

E-mail: info@nelectra.eu

IBAN: SK02 5600 0000 0021 8773 0001

SWIFT: KOMASK2X

II. Definitions

1. The **Provider** is understood to be Nelectra s.r.o., with its registered office at Kopčianska 10, 85101 Bratislava, ID: 47050535, registered in the Commercial Register kept at the District Court Bratislava I. , Insert No. 88583 / B
2. The **Acquirer** is understood to be the Buyer or Consumer who has acquired the product from Nelectra s.r.o. or from its registered dealer.
3. The **Consumer** is understood to be the person who does not do business when concluding and performing the contract. For the purposes of these GTC, the buyer who states his business name and identification number, is not considered a Consumer when ordering a product.
4. The **Buyer** is understood to be the businessman (a natural or legal person who is not a consumer under these GTC) who concludes a purchase contract with the Provider for the purpose of his business.
5. The **Purchase Contract** is understood to be the contract concluded between the Provider and the Acquirer. The subject of the purchase contract is goods or service
6. The **Website** is understood to be the webpages of the provider www.nelectra.eu and www.juice4halt.com.

III. Information about products, services and prices

1. Provider's product and service information is publicly available on the Provider's Website. Provider's product and service prices are subject to current pricelist and are listed on the Website. All prices of products and services are stated with and without VAT.

IV. Order processing

1. The buyer can place an order with the provider by phone, e-mail or on the Provider's Website, by filling in the order form. By placing an order, the Acquirer agrees to these terms and conditions, accepts the offer of the Provider and orders the subject of the order bindingly. An order is a draft of a purchase contract or service contract. The Purchase Contract is concluded at the moment the order is sent by the Acquirer and received by the Provider or on the basis of the Acquirer's order and directly executed by the Provider.
2. If the Purchase Contract is concluded with the Consumer, the proposal to conclude the Purchase Contract is the location of the goods offered on the Provider's Website. By executing the order by the Acquirer, the contract is established and the Acquirer agrees with these GTC. Acceptance of the order by the Provider shall be confirmed to the Consumer by e-mail to the email address given by the Consumer. However, this confirmation does not affect the creation of the Purchase Contract. The contract can be changed or canceled only by agreement of the parties or for legal reasons.
3. The parties do not consider an order with an addendum or derogation to be an acceptance of an order. The tender must be accepted by the Acquirer without any reservations, or the Provider may, at the consumer's request, make a revised tender. In the case of a price calculation or an offer, the contract is concluded at the moment the price calculation or offer is agreed by both parties.
4. By entering into a contract, the Acquirer simultaneously grants consent to send information regarding services and goods, computer programs as well as related services and products, both in written and electronic form. This consent may be revoked at any time by the Acquirer in writing to the Provider's registered office.
5. The Provider shall, as soon as possible, process the order by sending the product or providing the service or confirming the order, usually within 3 working days.

V. Withdrawal from the contract

1. If the contract is concluded by means of distance communication, the Consumer is entitled to withdraw from the contract without giving any reason in accordance with Section 7 of act no. 102/2014 Coll. on consumer protection within 14 days of receipt of the goods or the conclusion of the service contract. Goods shall be deemed to have been taken over by the Consumer at the moment when all parts of the goods ordered are taken over by the Consumer. If the goods ordered in one order are delivered separately, then the moment of delivery of the goods that were delivered last. The Consumer may also withdraw from the contract for which the goods are supplied before the withdrawal period begins.
2. The Consumer may exercise the right of withdrawal from the contract as follows: The Consumer shall contact the Provider, preferably in writing by letter or e-mail, stating that he is withdrawing from the contract stating the invoice number, date of ordering, his name, address and account number for refund. Upon receipt of the withdrawal, the Provider will acknowledge receipt of the withdrawal by e-mail.
3. Withdrawal from the contract must be delivered to the Provider no later than the last day of the 14 day period. The Consumer must, in the case of using the right of withdrawal within 14 days of receipt, hand over or deliver by post to the address of the Provider's premises everything he has acquired under the Purchase Contract. When withdrawing from the contract, the Consumer will be refunded the amount of the goods and the cost of delivery of the goods he has paid. When withdrawing from the contract, the Consumer shall only bear the cost of returning the goods to the Provider, i.e. the postage to return the goods. In the event of unauthorized withdrawal from the contract, the goods will be returned to the Acquirer at his/her expense.
4. The Consumer shall also send the original bill of purchase in the consignment. In case of withdrawal of the goods, it is possible to return the goods in the damaged packaging as a result of unpacking the goods, but the goods must be undamaged and complete. When returning damaged or incomplete goods, the Provider may claim compensation against the Consumer in the extent of the damage to the

goods. It is therefore recommended to insure the returned goods in case of damage in transit.

5. The consumer does not have the right of withdrawal in the case of contracts:
 - a) for the provision of services if, with the consent of the consumer, they have started to do so before the expiry of the 14-day period from the receipt of performance
 - b) for the supply of goods customized according to the instructions of the Consumer or his person.
6. Withdrawal from the contract is invalid if the sign of withdrawal from the contract is not delivered to the Provider by the 14th day after receipt of the goods.
7. If the Acquirer is a Buyer, it is not possible to exercise the right of withdrawal without legal grounds for withdrawal.

VI. Terms of delivery

1. Goods cannot be taken over personally by the Provider but are sent by post or courier.
2. When ordering goods, the Provider charges postage and packing according to the valid price list.
3. Usual delivery time for goods is 3 to 5 business days, when sent by courier, or 1 to 3 weeks, when mailed. The delivery period begins when the payment is credited to the Provider's account. In the event that any ordered item is not immediately available, the Provider will inform the Acquirer.
4. Upon receipt of the shipment, the Acquirer shall immediately check that the shipment is complete and undamaged. An incomplete or damaged consignment is not required to be collected by the Acquirer. If the shipment is not complete, contact the Provider. Damage to the shipment is claimed by the Acquirer on the spot with the shipper. If the shipment is taken over by the Acquirer with the fact that it is in order, and everything is confirmed by its signature in the documents of the shipper, it is not possible to take into account the additional claims related to the damage of the goods during transport.

VII. Terms of payment

1. When ordering goods, the Acquirer may choose between a wire transfer in advance based on a proforma invoice or a PayPal payment at an additional cost.
2. Individual services may be paid by the Acquirer by wire transfer in advance on the basis of an advance invoice.
3. Valid prices for products and fees are posted on the Provider's Website.
4. The product remains the property of the provider until full payment of its price.

VIII. Warranty

1. The procedure for claiming and handling complaints of a product that has been purchased from a Provider whose rights are asserted by the Acquirer under the warranty for defects or if it is inconsistent with the Purchase Contract is governed by the return policy, which is posted on the Provider's Website.
2. If the Consumer is not satisfied with the manner in which the Provider has handled his complaint, or if he considers that the Provider has infringed his rights, he has the right to apply to the Provider for redress. If the Provider has refused the request for redress or has not replied to it within 30 days of its dispatch, the Consumer may lodge a complaint through the ADR platform at: <http://ec.europa.eu/consumers/odr/>

IX. Processing personal data

1. The Provider processes personal data provided by the Acquirer
 - a) **until 24.05.2018:** in accordance with Act no. 122/2013 Coll. on the protection of personal data, as amended; Regulation no. 165/2013 Z.z. Decree of the Office for the Protection of Personal Data of the Slovak Republic, which lays down details of the examination of a natural person for the performance of the duties of a responsible person; Regulation no. 164/2013 Z.z. Decree of the Office for Personal Data Protection of the Slovak Republic on the scope and documentation of security measures
 - b) **from 25.05.2018:** in accordance with the provisions of Act no. 18/2018 Coll. on the Protection of Personal Data and on amendments to certain acts (hereinafter referred to as the "Act").
2. The Provider processes personal data provided by the Acquirers who have been obliged to pay the delivered service or goods through their Website for the purpose of operating an online ordering system, processing accounting, tax documents and ensuring contractual relations between the operator and the persons concerned.

Personal data is processed in the Provider's information system. The range of personal data being processed is:

- a) name of the taxable person, the address of his/her registered office, place of business, residence or address of the place where he/she normally resides, and his/her tax identification number under which the goods or services were supplied or
 - b) name of the consignee of the goods or service, the address of his/her registered office, place of business, residence or address of the place where he/she normally resides, and his/her tax identification number under which the goods were delivered or under which he/she received a service, a bank account number of a natural person, a telephone number, an email address.
3. These personal data are processed within the framework of a contractual / pre-contractual relationship, in accordance with § 13 par. 1 (a) b) of the Act and other legal regulations, in particular the Civil Code, the Commercial Code, act no. 595/2003 Coll. on Income Tax, act no. 222/2004 Coll. on Value Added Tax, as amended, act no. 563/2009 Coll. on Tax Administration (Tax Code) and on Amendments to certain acts, act no. 431/2002 Coll. on Accounting, as amended, act no. 283/2002 Coll. on Travel Compensation, act no. 455/1991 Coll. on Trade Licensing (Trade Act), act no. 145/1995 Coll. on Administrative Fees, as amended.
 4. The personal data provided by the Acquirer is voluntary, the Provider does not guarantee the provision of the service in case of incorrect, incomplete or outdated data. The Provider is not liable for damages caused by incorrect data. The provision of false personal data is sanctioned by the Law.
 5. Third parties / Beneficiaries to whom the Acquirer's personal data may be made available for inspection, or provided for processing, are pursuant to the act on Postal Services, or other shipping company for the purpose of delivery / transport of consignments, to the Tax Office pursuant to act no. 595/2003 Coll. on Income Tax, as amended, or other authorized entities, to which a special act pursuant to § 13 par. 1 (a) c) Law.

6. The personal data provided will not be published or transferred to third countries outside the EU and EEA.
7. The Provider will process the personal data of the Acquirer from their provision on the Website. By means of a written request sent by e-mail, the personal data of the Acquirer will be safely deleted from the system, except for personal data that are subject to special act No. 395/2002 Coll. on archives and registries, as amended.

X. Final provisions

1. These General Terms and Conditions are part of the Purchase Contract concluded between the Provider and the Acquirer, in the current version in which they are stated on the Provider's website at the date of conclusion of the Purchase Contract.
2. The Provider is entitled to unilaterally change these GTC and is obliged to publish the new version of the GTC on its Website without undue delay.
3. These GTC come into effect on 17.04.2019.