

**Nehera.com General Terms and Conditions**  
**Update May 2018**

**1. Introductory Provisions**

- 1.1. These Nehera.com General Terms and Conditions (hereinafter the “Terms & Conditions”) govern the terms and conditions of sale of goods via the e-shop [www.nehera.com](http://www.nehera.com) (hereinafter the "Nehera.com").
- 1.2. The Seller is a company NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia, COMPANY REGISTRATION NUMBER: 47 217 731, VAT REGISTRATION NUMBER: 2023808171, VAT NUMBER: SK2023808171, registered by the Commercial Register of the District Court Bratislava I, Section Sro, File # 90068/B (hereinafter the "NEHERA").
- 1.3. Contact details: phone: +421 2 32 35 35 35, email: [customer@nehera.com](mailto:customer@nehera.com) Complaint Center Štefánikova 6, 811 05 Bratislava, Slovakia Monday to Friday from 09.00-16.00 excluding non-business days and public holidays.
- 1.4. These Terms & Conditions apply to the legal relations between the Seller and a third person who is interested in the purchase of goods presented at Nehera.com for personal use (retail) pursuant to these Terms & Conditions. If you are interested in the purchase of goods for resale as an object of business activities (wholesale), contact NEHERA at [sales@nehera.com](mailto:sales@nehera.com).
- 1.5. Purchase Agreement, executed pursuant to these Terms & Conditions, means an agreement between the Seller and the Buyer, which governs the purchase of goods presented at Nehera.com (hereinafter the “Agreement”). Agreement is entered into upon as of the moment of confirmation of the order for the Buyer. The Buyer was informed by the Seller that part of the ordering includes the obligation to pay the Purchase Price.
- 1.6. Additional Agreement means an agreement under which the Buyer acquires goods or receives a service, if the goods is supplied by the Seller or a third person on the basis of their agreement, at the formation of which it was possible to predict, with regard to the purpose of the agreement, that the Buyer will not be interested in performing the duties thereof upon termination of the agreement.
- 1.7. Legal relations between the Seller and the Buyer formed at the purchase and delivery of goods and warranty for defective goods depending on their contents and parties shall be governed by these Terms & Conditions and applicable laws of the Slovak Republic, in particular Act No 102/2014 Coll., on consumer protection in the sale of goods or provision of services under remote agreements or agreements executed outside business premises of the Seller and, as amended, Act No 40/1964 Coll. Civil Code, as amended, Act No 250/2007 Coll., on Consumer Protection and amendment of the Act of the Slovak National Council No 372/1990 Coll., on Offences, as amended (hereinafter the “Consumer Protection Act”), Act No 22/2004 Coll., on Electronic Commerce and amendment of Act No 128/2002 Coll., on state control of the internal market in the affairs of consumer protection as amended by Act No 284/2002 Coll., as amended.

**2. Goods**

- 2.1. Goods mean any product of fashion collection or other goods presented at Nehera.com.
- 2.2. Goods comply with safety and health requirements for average consumer.
- 2.3. Goods contain information on the purchase price, any possible discounts, size, description, and availability.
- 2.4. All such information are continually updated. These information published at Nehera.com may not always be correct and complete compared to the actual situation.
- 2.5. Information “Availability” shall not mean a deadline for delivery but indicative estimated delivery date, assumed for the availability of goods due to a sell out of stock of the Seller.

- 2.6. If goods are out of stock and cannot be restocked, the Buyer will be informed of this fact in an appropriate manner and the Seller shall offer a substitute performance; all Parties shall be entitled to terminate the Agreement, if exists.

### **3. Registration**

- 3.1. Registration is free.
- 3.2. Registration may be made by the Buyer before ordering by filling out the details in the registration form. These data are required to be updated by the Buyer in case of their change by the use of the relevant function of Nehera.com in part no later than the next order, since their correctness, accuracy and timeliness affects the proper delivery of goods to the Buyer. The Buyer shall provide correct, complete and truthful data. The Seller shall not be held liable for damage resulting from incorrect or outdated registered data. Should the Seller find that the registered e-mail address does not exist or that other registered information is untrue, the Seller shall be entitled to delete such registration.
- 3.3. Part of the registration of the Buyer includes filling of the Buyer's contact details, such as, in case of a natural person, name, e-mail address, permanent address or other delivery address, telephone number (hereinafter the "Personal Data") and password, and, in case of a legal entity or entrepreneur, name, registered address / place of business or other place of delivery, e-mail address, Company Registration Number, VAT Number, TAX ID or other billing information and password. Successful registration process is completed once the Buyer receives a special e-mail on successful registration. The Buyer shall keep the username and password and protect them against misuse.
- 3.4. By completing the registration form, the Buyer gives consent to the terms of the purchase under Terms & Conditions and processing of Personal Data in accordance with the Art. 9 of the Terms & Conditions. During the registration the Buyer may give a special consent to receive information about news, events, and other activities of NEHERA electronically to the registered e-mail address.

### **4. Ordering of Goods and Agreement Formation**

- 4.1. Purchase of goods through Nehera.com is available to unregistered Buyers by entering data for a successful delivery, namely Personal Data or other data in accordance with par. 3.3; the Buyer shall enter correct, complete and truthful data. The Seller shall not be held liable for damage resulting from incorrect or outdated data of the Buyer.
- 4.2. The Seller shall pack the goods in an appropriate manner and deliver them to the Buyer under confirmed order and in accordance with the terms of delivery, in the agreed quantity, quality and deadline.
- 4.3. The Seller shall, without undue delay upon formation of the agreement and delivery of the order confirmation, however no later than the delivery of goods, provide the Buyer with a confirmation of the Agreement on a durable medium, such as through e-mail, including agreement termination form. The Seller shall provide the Buyer with all documents necessary to accept and use of goods and possibly other documents, if deemed necessary, along with the delivery of goods.
- 4.4. The Seller shall have the right to proper and timely payment of the purchase price by the Buyer for the delivered shipment.
- 4.5. The Buyer shall pay the agreed purchase price to the Seller and accept ordered and delivered goods and confirm the receipt of goods by signing delivery note in person or through an authorized person.
- 4.6. The Buyer will be prompted before the shipment delivery to acknowledge and accept these Terms & Conditions in their entirety.

- 4.7. The Seller shall clearly and comprehensibly inform the Buyer before the shipment delivery of the pre-agreement conditions governed by these Terms & Conditions and, on the relevant page of Nehera.com, of
- a) the main characteristics of goods to the extent appropriate to the means of communication and goods,
  - b) the business name and registered address of the Seller, including the telephone number and other information required for the Buyer to contact the Seller, including, but not limited to the e-mail address and address of the Seller, which can be used by the Buyer to lodge a complaint or any other inquiry,
  - c) the total cost of goods, including value added tax and all other taxes, as well as shipping costs, delivery, postage and other costs and fees, or if such costs and fees cannot be determined in advance, the fact that the purchase price may include such costs or fees,
  - d) payment terms, delivery terms, shipment delivery deadline, information on Buyer's complaints and inquiry procedures,
  - e) information about the Buyer's right to terminate the Agreement, conditions, requirements, deadlines and procedures for exercising the right to terminate by the Buyer; the Seller shall also provide the Buyer with an agreement termination form in accordance with Annex 1,
  - f) the fact that if the Buyer terminates the Agreement, the Buyer shall bear the costs of returning the goods to the Seller,
  - g) the fact that the Buyer shall not be entitled to terminate the Agreement, or information on the circumstances, where applicable, under which the Buyer loses the right to terminate the Agreement,
  - h) the Seller's liability for defects in the goods under Section 622 and 623 of the Civil Code,
  - i) the existence and details of the warranty provided by the manufacturer or Seller, as well as information about the existence and terms of the assistance and services provided by the Seller after the sale of goods or services, where applicable,
  - j) information on the duration of the Agreement, i.e. by the delivery of goods, unless the nature of certain obligations and rights imply that the Agreement shall persist even after the delivery of goods and payment of the purchase price,
  - k) information on the minimum duration of the Buyer's obligations arising from the Agreement, namely the payment of the purchase price and return policy in case of termination of the Agreement within 14 days from the receipt of goods, unless a longer termination period is specified in these Terms & Conditions.
- 4.8. Agreement proposal is sent by the Buyer to the Seller by completing and submitting order (purchase order) form at Nehera.com.
- 4.9. After the submitting the order, the Buyer will receive an automated notification of confirmation of the order to its e-mail address. All additional information related to the order will be sent to the e-mail address of the Buyer. The Seller is also entitled to verify the validity and scope of the order via telephone or other means, if deemed appropriate.

## **5. Purchase Price and Payment Terms**

- 5.1. Purchase price of goods listed at Nehera.com includes value added tax in the amount under the applicable laws of the Slovak Republic and the price for delivery of goods, if such prices are not shown separately.
- 5.2. Purchase price of goods does not include banks' charges for carrying out the payment of the purchase price, cost of transport of goods, cost of delivery of goods, customs fees or taxes to other place of delivery and costs of the use of electronic means of communication. These fees and costs shall be borne by the Buyer, unless otherwise specified below. Costs associated with payments from abroad shall be borne by the Buyer, as well as other fees, in particular fees of

correspondent banks and bank of the receiver. The costs associated with the use of electronic means of communication shall be governed by the Agreement between the Buyer and its Internet Service Provider or other provider of electronic communications.

- 5.3. The Seller shall reserve the right to adjust the price of goods shown at Nehera.com. Changes in the price of goods shall not apply to Agreements formed before the change, regardless of whether the goods were delivered already or not.
- 5.4. The price of goods may change for reasons that were caused by obvious print or other errors related to the price of goods found in the Seller's system or published on Nehera.com. In such case, the Buyer shall be entitled to cancel the order and terminate the Agreement after the notification of the correct purchase price.
- 5.5. The Buyer shall pay the purchase price to the Seller for goods according to the order confirmed by the Seller in the agreed manner. The Buyer may change the payment method subject to the prior consent of the Seller.
- 5.6. The method of payment of the purchase price shall be selected by the Buyer before placing an order:
  - a) payment of goods via bank card (debit / credit card) through Braintree,
  - b) payment of goods through PayPal.
- 5.7. The Buyer shall pay the purchase price for the agreed goods immediately after ordering the goods, otherwise the goods will not be sent; if the Buyer fails to pay the purchase price within 3 days of receipt of the order, the Seller shall have the right to terminate the Agreement.
- 5.8. The day when the entire purchase price is credited to the account of the Seller shall be deemed the date of the payment.
- 5.9. All declared price discounts are always valid only until the declared time or while the supplies last, unless otherwise specified in the description for the given goods.
- 5.10. The Seller shall issue and deliver a tax document (invoice) to the Buyer in accordance with the legislation of the Slovak Republic. By submitting order, the Buyer agrees the invoice to be sent along with the goods; the invoice is also the delivery note and warranty, unless special warranty or delivery note is sent in the shipment.
- 5.11. The Seller may issue gift vouchers that can be used to pay for shipments in varying nominal values. Vouchers will include the information on the exact date of validity, total value and unique number. Vouchers can only be used in one purchase and only up to their value. Vouchers cannot be exchanged for cash. If the total value of order is less than the value of a voucher, the rest of the value of the voucher is forfeited without compensation. Voucher is transferable. Voucher is not security.

## **6. Delivery of Goods**

- 6.1. The Buyer shall acquire title to the goods at the moment of payment of the full purchase price.
- 6.2. The risk of damage to the goods shall pass to the Buyer upon takeover of goods by the Buyer or third party acting as the Buyer from the Seller or its representative authorized to deliver the goods, or if the Buyer fails to do so, at the moment, when the Seller authorizes the Buyer to use the goods.
- 6.3. During the creation of an order, the Buyer shall select a delivery method of goods (shipment) from the following methods of delivery
  - a) personal collection at the address –Štefánikova 6, 811 05 Bratislava, Slovakia Monday to Friday from 09.00-16.00,
  - b) by the representative of the Seller (courier), the Seller will deliver the shipment to the Buyer through a courier to the chosen place of delivery; goods are delivered by courier only during business days.

- 6.4. The Buyer will not pay the price for the delivery of goods at the agreed place and time; this shall not apply for repeated delivery of goods on the part of the Buyer.
- 6.5. The Seller shall deliver the goods to the Buyer according to the desired zone of delivery. Should the Seller fail to deliver the goods within the period under the first sentence or even within additional period given by the Buyer, the Buyer shall be entitled to terminate the Agreement and the Seller shall refund the Buyer the entire price that was already paid by the Buyer to the Seller within 14 days of receipt of the termination from the Agreement by wire transfer to the bank account of the Buyer; this shall not apply if the failure to deliver the goods on time was caused by the Buyer.
- 6.6. The Seller shall be entitled to request the Buyer to takeover the goods even before the delivery deadline agreed upon in the Agreement.
- 6.7. The Buyer shall accept the goods at the place and time of delivery (time range) agreed upon in the Agreement and provide for a takeover of goods by another person. Third person authorized to accept the goods shall present a copy of the order confirmation to the Seller or otherwise prove authorization by the Buyer.
- 6.8. Representative of the Seller delivering the goods to the Buyer may arrange a different time of delivery with the Buyer.
- 6.9. Goods are deemed delivered and accepted at the moment of delivery to the Buyer or authorized person.
- 6.10. If the delivery of goods has to be repeated due to the absence of the Buyer at the place and time of delivery agreed upon in the Agreement, even after a repeated delivery and futile communication with the Buyer about a different delivery, without prior written termination by the Buyer, the Seller shall have the right to terminate the Agreement and shall have the right to compensation for damages in the amount of actual costs associated with any and all unsuccessful deliveries of goods.
- 6.11. The Buyer shall check the shipment, as well as its packaging immediately after delivery in the presence of a representative of the Seller. If the shipment is damaged, the Buyer shall have the right to open the shipment in the presence of the representative of the Seller and determine any damage. Seller's representative shall allow the Buyer to make a record of the extent and nature of damage (claim) and retake the goods from the Buyer and deliver back to the Seller. If the Buyer refuses to accept the defective goods, all reasonably incurred costs of returning the goods to the Seller shall be borne by the Seller.

## **7. Return Policy**

- 7.1. The Seller shall be held liable for all defects in the goods pursuant to the applicable laws of the Slovak Republic and the Buyer shall lodge a complaint at the Seller.
- 7.2. The warranty period is 24 months from the date of delivery, unless otherwise specified for exceptional cases. The warranty period shall be extended for a period during which the Buyer could not use the goods due to warranty repairs.
- 7.3. Return Policy of the Seller shall apply at the time of the claim. The Seller instructed the Buyer on the conditions and the method of returns in accordance with Section 18 (1) of Act No 250/2007 Coll., on Consumer Protection and on amendment of the Act of the Slovak National Council No 372/1990 Coll., on Offences, as amended, by clearly and legibly publishing these Terms & Conditions at Nehera.com, and the Buyer had the opportunity at the time prior to submitting the order to read or print these Terms & Conditions, even repeatedly.
- 7.4. If goods are defective, the Buyer shall have the right to claim for compensation by returning the goods back to the Seller along with a notice of the exercise of right to compensation arising from non-conforming goods (hereinafter the "Claim Notice"), or with a completed return form, which is contained in Annex 2 and which is placed on the website, as an application form, at Nehera.com. The Seller recommends to insure the goods returned back to the Seller. After agreement with the Seller on the method of returning the goods, costs associated therewith shall

be borne by the Seller. The Buyer shall provide truthful and correct information in the Claim Notice, especially indicate the type and extent of defects in the goods and other rights exercised by the Buyer under Section 622 and 633 of the Civil Code.

- 7.5. The Seller instructed the Buyer of its rights regarding defective goods under Section 622 and 623 of the Civil Code by clearly and legibly publishing these Terms & Conditions at Nehera.com, and the Buyer had the opportunity at the time prior to submitting the order to read or print these Terms & Conditions, even repeatedly.
- 7.6. If the defects can be removed, the Buyer shall have the right to request their free and prompt removal. The Seller shall remove the defects without undue delay. If the claimed defects will not be proved or proved that they are not warranty defects, the complaint will be rejected.
- 7.7. The Buyer shall have the right to request replacement of goods instead of removal of defects, or the replacement of part of the goods if the defect relates only to part of the goods, unless costs arise for the Seller unreasonable to the nature and severity of the defect.
- 7.8. The Seller can always replace defective goods instead of removing their defects, unless it causes serious difficulties to the Buyer.
- 7.9. If the defect cannot be removed and it hinders the goods to be used properly as an item without defect, or if it is a defect that can be removed but occurred several times (more than twice) or if it includes several defects (more than two defects at the same time), the Buyer shall have the right to request replacement of the goods or terminate the Agreement.
- 7.10. In the case of other irremovable defects (that do not hinder the use), the Buyer shall have the right to reasonable discount from the price of goods or replacement of goods.
- 7.11. Warranty period shall begin on the date when the following conditions are met cumulatively
  - a) notice of the complaint was served upon the Seller,
  - b) claimed goods were returned to the Seller.
- 7.12. On the basis of the decision of the Buyer, arising from the exercise of rights under Section 622 and 623 of the Civil Code, the Seller shall select the method of handling the complaint immediately, or in more complex cases within 3 days from the start of the complaint procedure, or in justified cases, in particular where a complex technical evaluation of goods is required, within 30 days from the start of the complaint procedure.
- 7.13. If the complaint is not resolved within the specified period, the Buyer shall have the right to terminate the Agreement or replacement of goods with new goods.
- 7.14. If the Buyer claims goods within the first 12 months of the Agreement, the Seller may settle the claim only on the basis of statement or expert opinion issued by authorized, notified or accredited person or opinion of a designated person (hereinafter referred to as the "Expert Goods Assessment"). Notwithstanding to the outcome of the Professional Goods Assessment, the Seller shall not have the right to reimbursement from the Buyer for the Professional Goods Assessment or other costs associated with the Expert Goods Assessment.
- 7.15. If the Buyer claims goods after 12 months from the Agreement and the Seller rejects it, the Seller shall inform the Buyer where to send goods for the Expert Goods Assessment in the document of resolution of the complaint. If the Buyer sends goods for the Expert Goods Assessment to the person designated in the document of resolution of the complaint, costs associated with the Expert Goods Assessment shall be borne by the Buyer notwithstanding to the result of the Expert Goods Assessment. If the Buyer proves liability of the Seller for the defective goods by the use of the Expert Goods Assessment, the Buyer shall have the right to claim the goods again; the warranty period shall be suspended during the execution of the Expert Goods Assessment. The Seller shall pay the Buyer all costs associated with the Expert Goods Assessment within 14 days from the exercised complaint, as well as all costs reasonably incurred. Reapplied complaint cannot be rejected.
- 7.16. The Buyer shall not be held liable for defects, of which the Seller was informed at the time formation of the Agreement or of which the Seller should have know in the light of the circumstances under which the Agreement was formed.

- 7.17. The Seller shall reserve the right to replace defective goods for other perfect goods with the same or similar properties, if it does not cause serious difficulties to the Buyer.
- 7.18. The Seller shall not be held liable for defects in the goods:
- a) in case of an obvious defect, which could be detected by an inspection of the shipment at the delivery of goods and which was not notified to the Seller's representative,
  - b) if the buyer failed to exercise its right related to the liability of the Seller for defects in goods until the end of the warranty period of the goods,
  - c) if the defect in goods is of a mechanical nature caused by the Buyer,
  - d) if the defect in goods was caused by the use of goods under conditions that do not conform to the natural environment of the goods or by improper handling, operation or failure to care or tampering, or by damage to the goods resulted from an excessive load or use contrary to the general principles of standard use of the goods,
  - e) if the defect in goods was caused from unavoidable damage to the goods and/or unforeseeable events, accidental destruction and accidental deterioration, water damage, fire or atmospheric static electricity or other acts of God,
  - f) if the defect in goods was caused by an handling of the goods by a person not authorized for such actions.
- 7.19. The Seller shall resolve the complain and end the complaint procedure:
- a) by delivering repaired goods,
  - b) by replacing goods,
  - c) by refunding the purchase price,
  - d) by providing a reasonable discount on the price of goods, or
  - e) by sound rejection of the complaint.
- 7.20. The Seller shall issue a written evidence on the determination and handling of the complaint for the Buyer within 30 days of the complaint. At the same time, the Seller shall inform the Buyer of the outcome of the complaint without undue delay after the complaint procedure via phone or e-mail and send evidence on the resolution of the complaint along with the goods or via e-mail.
- 7.21. In the case of replacement of goods for new, the Buyer shall receive evidence containing information on the replacement of goods, and other complaints shall be applied under the Agreement and this complaint evidence. In the case of replacement of goods for new, the warranty period shall begin to run again from the takeover of new goods and only for the new goods.
- 7.22. Regarding removable defect if the Buyer does not specify whether it requests its removal or replacement, the Seller shall resolve the complaint by repairing the defect or replace the goods.
- 7.23. Regarding irremovable defect, or several defects or reoccurring defects that prevent the goods to be used properly, as if they were without the defects, if the Buyer does not specify whether it requests their removal or replacement of goods for new same or similar goods (in the same price) or refund of the purchase price, the Seller shall replace the goods for new or refund the Buyer.
- 7.24. The provisions of this article shall not explicitly apply to a Buyer who does not meet the definition of consumer as per Section 2 (a) of the Consumer Protection Act (natural person, who does not act within the scope of its business, trade or profession, when executing the Agreement).
- 7.25. The Seller shall have the right to refuse to accept goods for the complaint procedure or parts thereof if they are excessively dirty or do not meet prerequisites for hygienically safe resolution of the complaint.

- 7.26. If the claimed goods are not accepted within 180 days from the date of notice of resolution of the complaint, even after repeated delivery of the claimed goods, the Seller shall be entitled to discard the goods without compensation.

## **8. Termination**

- 8.1. If the Seller is unable to meet its liabilities under the Agreement due to the unavailability of goods, sell out stock, or if the producer, supplier or importer of goods or part thereof interrupted production to the extent that hinders proper delivery under the Agreement, or under circumstance of force majeure, or even if all efforts that can be fairly required from the Seller are not enough to deliver the goods to the Buyer within the period specified by these Terms & Conditions or in the price agreed upon in the order, the Seller shall inform the Buyer of this fact and offer a substitute performance or possibility for the Buyer to terminate the Agreement in writing, and the Seller shall be entitled to terminate the Agreement. If the Buyer terminates the Agreement for the above reasons, the Seller shall refund the Buyer with the already paid purchase or any part thereof within 14 days of the notification of termination by transfer to an account designated by the Buyer.
- 8.2. If the Seller provides the Buyer with timely and proper information on the right of the Buyer to terminate the Agreement, conditions and deadlines and procedures for exercising the right of withdrawal, including provision of termination agreement form in accordance with Annex 1 prior to the formation of the Agreement, the Buyer shall be entitled to terminate the Agreement without reason within 28 days of receipt of goods. If the Seller has provided this information additionally, however, within 12 months from the delivery of goods, termination period shall expire after 14 days from the date when the Seller has additionally fulfilled its notification obligation. If the Seller failed to provide this information to the Buyer even within the additional period under the preceding sentence, the termination period shall expire after 12 months and 14 days from the delivery of goods.
- 8.3. Goods shall be deemed to be accepted, when the Buyer or its authorized person takeover all of the ordered goods or, if the goods ordered in one order are delivered separately, at the moment of the takeover of the last goods.
- 8.4. The Buyer shall have the right to terminate the Agreement even before the commencement of the termination period.
- 8.5. The Buyer shall have the right to terminate the Agreement in paper form or on another durable medium; the Buyer may use the agreement termination form in accordance with Annex 1, provided to the Buyer by the Seller.
- 8.6. The termination period shall be deemed observed if the notice of termination has been sent to the Seller no later than the last day of the 28 day period. When in doubt about the delivery, the termination notice delivered by the Buyer shall be deemed served upon expiration of a reasonable period corresponding to the method of delivery, if the Buyer can prove that it was sent to the address notified by the Seller.
- 8.7. Upon receipt of termination notice and return of goods the Seller shall send a confirmation letter or e-mail to the Buyer.
- 8.8. If the Buyer terminates the Agreement, each subsequent agreement related to this Agreement shall be void.
- 8.9. The Seller shall not have the right to compensate any costs or charges associated with the termination of the Agreement from the Buyer and additional costs, if the Buyer expressly opted for a different method of delivery than the current cheapest method of delivery offered by the Seller. Additional costs shall mean the difference between the cost of delivery chosen by the Buyer and the cost of the cheapest conventional method of delivery offered by the Seller.
- 8.10. The Seller shall without undue delay, within 14 days of receipt of termination notice and return of goods, refund the Buyer with all payments received from the Buyer on the basis of the Agreement or in connection therewith, including, but not limited to, the costs of transportation, delivery and postage, and other costs and fees; this shall not prejudice the liability that the

burden of proof on the exercise of the right to terminate the Agreement is borne by the Buyer. The Seller shall return all payments to the Buyer in the same way as they were paid by the Buyer, unless otherwise agreed in such case, and the Seller shall not charge any additional costs or fees to the Buyer. However the Seller shall not be obliged to refund the payment to the Buyer before the goods are returned to the Seller or until the Buyer proves that the goods were returned back to the Seller, unless the Seller suggests that the Seller will collect the goods in person or by an authorized representative.

- 8.11. The Buyer shall return the goods back to the Seller or hand them over to the Seller or representative thereof within 14 days of the termination; this deadline is observed if the goods are handed over for delivery by the last day of the period.
- 8.12. At the termination of the Agreement, the Buyer shall only bear the costs associated with the return of goods to the Seller or representative thereof, unless the Seller agreed to bear them itself or the Seller informed the Buyer of it prior to the Agreement.
- 8.13. The Buyer shall return goods back to the Seller unused, undamaged, without wear, clean, and complete in the original packaging and with all labels and information about the price of a product placed on the goods. The Buyer shall be held liable only for the diminished value of goods, resulted from such treatment of goods, which is not deemed necessary to ascertain the characteristics and functioning of the goods; wearing the goods shall not be deemed necessary to ascertain the characteristics and functioning of the goods. If the returned goods are worn, dirty or hygienically objectionable or otherwise damaged, it is considered that it is a diminished value beyond what is necessary to ascertain the characteristics and functioning of the goods in the amount of the purchase price. The Buyer shall not be liable for diminished value if the Seller failed to comply with an information obligation on the right of the consumer to terminate the Agreement before the Agreement.
- 8.14. Exercise the right of the Buyer to terminate the Agreement shall not result in additional costs or obligations for the Buyer, except of the obligation to return the goods, bear the transportation costs for the returned goods or costs of another type of transportation, and liability for the diminished value of goods.
- 8.15. The provisions of this article shall not explicitly apply to a Buyer who does not meet the definition of consumer as per Section 2 (a) of the Consumer Protection Act (natural person, who does not act within the scope of its business, trade or profession, when executing the Agreement).

## **9. Alternative dispute resolution**

- 9.1. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled your complaint, you may want to contact the Retail Ombudsman via their website at <https://www soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov soi>. The Retail Ombudsman will not charge you and if you are not satisfied with the outcome you can still initiate litigation.
- 9.2. For more information, see also the Online Dispute Platform at: [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr).

## **10. Privacy and personal data protection**

- 10.1. The data controller of the collected data is NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia, COMPANY REGISTRATION NUMBER: 47 217 731, registered by the Commercial Register of the District Court Bratislava I, Section Sro, File No. 90068/B. Contact details: [gdp@nehera.com](mailto:gdp@nehera.com) Further on also referred to as the seller, data controller or NEHERA. The data subject is the buyer or other data subject that has given his consent to personal data mainly for the purpose of purchase of goods, commercial communication or other contractual or statutory reasons.
- 10.2. The Buyer or other data subject acknowledges that Personal Data provided to the Seller are

processed by the Seller as the data operator. Processing of the Personal Data is necessary under the Agreement, to which the affected person is a party, or necessary for pre-agreement relations with the affected person or necessary during negotiations on the change in the Agreement, which take place at the request of the affected person for the purpose of sale of goods, including its delivery to the Buyer, including cross- border transfer of Personal Data in to the EU. The data explicitly provided by the user are necessary for the contractual purpose. Data regarding payment are both of contractual and statutory nature especially, but not exclusively, in relation to accounting and tax regulations. Other usage of data that is for the purpose of commercial communication is based on the consents of such usage by the data subject. Consent for commercial communication can be withdrawn at any time. This existence of the right to withdraw consent at any time, does not affecting the lawfulness of processing based on consent before its withdrawal.

- 10.3. The Buyer or other data subject as the affected party, whose Personal Data are processed by the Seller as the operator, shall be entitled at any time to check and change provided Personal Data as well as cancel its registration after logging in at the section. Buyer or other data subject has the right to request from the data operator NRHERA access to and rectification or erasure of personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.
- 10.4. Rights of the Buyer or other data subject, as the affected person are also the right to request from the Seller to provide the following in generally intelligible form:
  - a) confirmation whether or not its Personal Data are processed by the Seller,
  - b) information whether its Personal Data re processed in the information system,
  - c) information about the source, from which the Seller obtained its Personal Data for processing,
  - d) list of Personal Data which are processed,
  - e) correction or destruction of its incorrect, incomplete or outdated Personal Data which are processed,
  - f) destruction of its Personal Data, whose purpose has ceased or in case of a violation of the Act on the Protection of Personal Data.
- 10.5. The Buyer or other data subject can express its consent with the processing of its Personal Data during or after its registration for the purposes of marketing communications and sales support, especially for sending information about new goods (products), discounts, promotions and other activities of the Seller. This consent can be withdrawn at any time.
- 10.6. The Seller shall process Personal Data for the purpose set out in these Terms & Conditions and in accordance with the applicable regulation, mainly EU General Data Protection Regulation.
- 10.7. The Buyer or other data subject or other data subject grants consent to the processing of Personal Data for a period of 5 years and the consent may be revoked at any time in writing by the Buyer by sending a notice to the email address [gdp@nehera.com](mailto:gdp@nehera.com).
- 10.8. The Seller, after fulfilling the purpose of processing or upon request to revoke the consent, shall provide for an immediate destruction of Personal Data of the Buyer where statutory provision request otherwise, such as data preserved in relation to accounting .
- 10.9. The Seller shall handle the request of the Buyer or other data subject within 30 days of receipt.
- 10.10. The Seller shall inform the affected person and Office for Personal Data Protection of any restriction of the rights of affected person.
- 10.11. Processed Personal Data includes: name, e-mail address, permanent address or other delivery address, payment details, telephone number, password, user name.
- 10.12. The period that data will be stored is 10 years form the last transaction or request by the data subject.
- 10.13. The recipient of the data is the NEHERA SK s.r.o. Data regarding online behaviour (cookies) may be also shared with Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn,

Insight, Pinterest. Financial transactions are processed via Braintree payments. Seller also informs the Buyer that it will process Personal Data through an intermediary company Inpekta Slovakia a.s. and a courier service FedEx Express.

- 10.14. Automated decision-making is done via cookies that are sent to the user to personalize the experience on the website. The website uses permanent and temporary cookies that can remember preferences of the user during one or multiple sessions. Data regarding online behaviour (cookies) may be also shared with Google Analytics, Google Tag Manager, FB Pixel, Hotjar, LinkedIn, Insight, Pinterest. The user can change the cookies setting in his browser or via special cookies setting placed on the website. Further information about cookies can be found on the address <https://www.aboutcookies.org/>
- 10.15. NEHERA do not transfer data to third countries. The main server is based in Ireland with all required technical and technological security measures.
- 10.16. The Seller shall inform the Buyer or other data subject of additional information regarding the handling of Personal Data in the event of a transfer of an undertaking or part thereof or sale of Nehera.com to another person.
- 10.17. The Buyer or other data subject has the right to lodge a complaint with a supervisory authority: Office for Personal Data Protection of the Slovak Republic at the [statny.dozor@pdp.gov.sk](mailto:statny.dozor@pdp.gov.sk).

## **11. Final Provisions**

- 11.1. If some of the provisions of these Terms & Conditions and/or Agreement render ineffective or invalid, such ineffectiveness or invalidity shall have no prejudice to the effectiveness or validity of other provisions of these Terms & Conditions and/or Agreement.
- 11.2. The Agreement shall be governed by these Terms & Conditions valid and effective at the formation of the Agreement.
- 11.3. The Parties agree that the communication between them will be carried out electronically by e-mail.
- 11.4. The Seller shall reserve the right that Nehera.com will not be continuously available to the Buyer.
- 11.5. The Buyer shall not be entitled to assign or transfer its rights and liabilities arising under these Terms & Conditions and/or Agreement with the Seller to any third party, even if free of charge. The Buyer agrees that all rights and liabilities of the Seller related to Nehera.com against the Buyer may be assigned or transferred to other persons.
- 11.6. The Buyer and Seller agree that all disputes shall be dealt primarily in amicable way. All disputes arising hereof or the Agreement or in connection thereof, including disputes arising from the delivery of goods shall be settled exclusively by the courts in the Slovak Republic.

- 11.7. The supervisory authority is the Slovak trade inspection (SOI), the Inspectorate for the Bratislava region, Prievozská SOI 32, P.O. Box 5,820 07 Bratislava 27, phone no.: 02/ 58272 172, 02/58272 104 fax no.: 02/ 58272 170, <http://www.soi.sk>.
- 11.8. These Terms & Conditions shall come into force and effect on the date they are made available at Nehera.com. The Seller shall reserve the right in its sole discretion to cancel, amend, change or replace these Terms & Conditions, even without prior notice to the Buyer.

**ADVICE ON THE EXERCISE OF RIGHT TO TERMINATE THE AGREEMENT BY THE BUYER**

**1. Right of Termination**

You have the right to terminate the Agreement without reason within 28 days.

This termination period shall expire after 28 days from the date you or a third person designated by you, other than the carrier, accept goods.

Inform us of your decision to exercise the right to terminate the Agreement by unequivocal statement (e.g. letter sent by post, fax or e-mail) at the address NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia, e-mail [customercare@nehera.com](mailto:customercare@nehera.com) For this purpose you can use the sample form for the termination of the Agreement that we have sent to you.

The termination period is maintained if you send notice of exercise of the right to terminate before the expiry of the termination period.

**2. Consequences of Termination**

Upon termination of the Agreement we refund you any and all payments you have made in connection with the Agreement, especially the purchase, including costs of delivery of the goods to you. This however shall not apply to additional costs if you have selected a different method of delivery than the cheapest conventional method of service that we offer. Payments will be refunded to you without undue delay no later than 14 days from the day when we receive your notice of termination of the Agreement. Refund will be made in the same way that you used to pay the purchase price, unless you have expressly stated a different payment method, without charging any additional charges.

Refund will be paid only after receipt of the returned goods back to our address or proof of returning the goods, whichever occurs first.

How to return the goods: return the goods to use or bring them personally to our address NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia, phone: +421 2 32 35 35 35, email: [customercare@nehera.com](mailto:customercare@nehera.com), not later than 14 days from the date of exercising the right to terminate the Agreement. The deadline shall be deemed to have been observed if the goods are sent back before the end of the 14-day period.

Direct costs of returning the goods shall be borne by you; however, you can ask us to bear these costs for you.

You shall be liable only for any diminished value of the goods as a result of improper handling other than such needed to ascertain the characteristics and functioning of the goods.

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**AGREEMENT TERMINATION TEMPLATE**  
**(please fill in this form and send it to us only if you wish to terminate the Agreement)**

Send the form to the address of the Seller: NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia,  
phone: +421 2 32 35 35 35, e-mail [customercare@nehera.com](mailto:customercare@nehera.com)

I hereby\* terminate\* the Agreement for the following goods:

(automatically generated list of goods under the Agreement)  
Please mark goods subject to the termination.

Ordered / received on\*: .....

Name  
of the consumer(s)\*: .....

Address

of the consumer(s)\*: .....

Date:

Signature of the consumer (s)\* (only in the case of submission in written form):.....

\*cross out inappropriate

## COMPLAINT SUBMISSION FORM TEMPLATE

## COMPLAINT SUBMISSION FORM

**Seller:** NEHERA SK s.r.o., Štefánikova 6, 811 05 Bratislava, Slovakia, [phone: +421 2 32 35 35 35](tel:+421232353535), [customercare@nehera.com](mailto:customercare@nehera.com)

**Buyer:**

Name:	
Address:	
Phone:	
E-mail:	

**Description of goods:**

**Description of the defect:**

**Defective goods claim**

Correctable defect	free removal of the defect
	replacement of the film, unless it results in unreasonable costs to the Seller given the price of the service and severity of the defect
Irremovable defect which prevents proper functioning of the item or reoccurring defect after repair or several defects	replacement of the film
	right of termination
other irremovable defect	the right to a reasonable discount from the price of the item
DATE	SIGNATURE

Warning:  
The Seller can always replace the damage film for a new one instead of removing defects.