

General Provisions

These general terms and conditions (hereinafter referred to as "GTC") govern the rights and obligations of the business entity Ing. Jozef Valček-LINOVA, Krompašská 64, 04011 Košice, email: info@linova.sk, phone: 0905603675, ID: 11963948 (hereinafter referred to as the "Seller") and the buyer (hereinafter referred to as the "Buyer") when purchasing goods offered by the Seller through an online store on the Seller's website www.linova.sk (hereinafter referred to as "LINOVA") and are an integral part of the distance sales contract concluded between the Buyer and the Seller through online commerce (hereinafter referred to as the "purchase contract"). (Hereinafter, the Buyer and the Seller shall collectively be referred to as the "Contracting Parties").

1. These GTC were created and apply to the purchase of goods ordered through the online store (hereinafter referred to as the "E-shop") on linova.sk
2. The GTC shall enter into force on the day of their publication on linova.sk. The contracts concluded before the effective date of the amended GTC shall be subject to the provisions of the GTC in force at the time of the conclusion of the contract.
3. All relationships between the Buyer and the Seller, which are not regulated by these general terms and conditions, are governed by the relevant provisions of the Civil Code, Act No. 22/2004 Coll. on Electronic Commerce, Act No. 102/2014 Coll., and Act No. 250/2007 Coll. on Consumer Protection, as amended.
4. The Buyer's rights against the Seller arise from Act No. 250/2007 Coll. on Consumer Protection and on Amendments to the Slovak National Council Act No. 372/1990 Coll. on Offenses, as amended, and Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services Based on a Contract Concluded at a Distance or a Contract Concluded outside the Seller's Business Premises and on Amendments to Certain Laws, as amended, and are not affected by these GTC.
5. The term "Buyer" refers to a registered natural or legal person in the system who electronically orders goods through the E-shop: linova.sk. A portal user is any person interested in information, goods, or services available on the linova.sk website. By registering, the user accepts the general terms and conditions and undertakes to comply with them. After thoroughly studying the properties of the goods and accepting these terms and conditions, the Buyer may place an order for the selected goods and pay the purchase price. The remote contract is a contract between the Seller and the consumer (Buyer) agreed and concluded solely by means of one or more means of remote communication without the simultaneous physical presence of the Seller and the consumer, especially using a website, email, and telephone. The purchase agreement on which the sale of goods is based is created based on the binding confirmation of the order by the Seller.

The operator publishes a list of goods and services offered to the customer and allows the customer to order the goods through an application at the internet address www.linova.sk. These terms and conditions are linked to purchases in the online store. Both legal and natural persons may make purchases through the online store. The provisions of the Commercial Code in force shall apply to contractual relationships with legal entities or with natural persons operating a business. The general terms and conditions are an integral part of the purchase agreement. In the event that the Seller and the Buyer conclude a written purchase agreement in which they agree on conditions different from the general terms and

conditions, the provisions of the purchase agreement shall take precedence over the general terms and conditions.

6. An electronic order means a submitted electronic form containing information about the Buyer, a list of ordered goods from the linova.sk E-shop's offer, and the total price of this goods, processed by the E-shop system.

7. The term "goods" includes all products listed in the Seller's current price list on the linova.sk website.

8. Contact details of the Seller for Buyers:

The operator of the portal is:

Ing. Jozef Valček-LINOVA

Krompašská 64, 040 11 Košice

ID: 11963948

VAT ID: SK1020633735

Contact details of the Seller:

Email: info@linova.sk

Phone: +421905603675

10. The supervisory authority is the Inspectorate of the Slovak Trade Inspection for the Košice Region, Vrátna 3, 043 79 Košice

11. The list of goods on any website in the linova.sk online store operated by the Seller is a catalog of regularly supplied goods. The approximate availability is indicated for each item.

12. Information about the goods listed in the electronic store's catalog is taken from publicly available sources and the manufacturer's official websites. The prices are valid until new prices are announced. The price of the goods includes value-added tax (VAT) and recycling fees. The price does not include the cost of delivering the ordered goods to the destination.

13. Processing of orders and information: Monday to Friday from 08:30 to 16:00, except on non-working days and holidays.

Order - Procedure for Concluding a Purchase Agreement

1. The purchase of goods is carried out by filling out and sending an order by the Buyer in the Seller's e-shop. The Buyer has the opportunity to become familiar with the main characteristics of the goods (description of the goods) and any additional services of the goods (customized or custom-assembled goods) before making a purchase. Any additional information about the properties of the goods will be provided by email or phone. The goods listed in the electronic store's catalog are ordered by the Buyer as described on the main page. The submitted electronic order is considered a proposal for a Purchase Agreement. After sending the order, your order will be processed, and a confirmation of the

order's receipt by the Seller will be promptly delivered to your email. All further information regarding your order will be sent to your email address as needed.

2. Acceptance of the Buyer's order by the Seller is confirmed by the Seller's email confirmation to the Buyer regarding the acceptance of the order, following the receipt of the order and after verifying the price, availability, and delivery date of the goods requested by the Buyer, referred to as the "order confirmation." The confirmation will specify the delivery date. All further information regarding your order will be sent to the Buyer's email address as needed.

3. A purchase contract between the Seller and the Buyer is formed based on the binding confirmation of the order by the Seller, which includes a tax document - an invoice.

The order confirmation contains details about the name and specifications of the goods that are the subject of the purchase contract, as well as information about the price of the goods or other services, the delivery time of the goods, the name and details of the location where the goods are to be delivered, and details about the price, conditions, method, and delivery date of the goods to the agreed delivery location for the Buyer. It also includes information about the Seller - trade name, registered office, ID number, registration number. The Buyer can cancel the purchase contract through electronic mail or another durable medium. In the event of an order cancellation, the Seller does not charge the Buyer any fees related to the order cancellation. If the Buyer has paid the purchase price or a portion of it at the time of order cancellation, the Seller will refund the already paid purchase price or its portion within 14 days from the cancellation of the order by transferring it to the Buyer's bank account unless the contractual parties agree on a different method of refunding the purchase price.

4. The Seller is not responsible for delivery delays or damages that result from the fact that the Buyer did not enter all the required information during registration and/or filled out the registration form incorrectly.

5. Essential elements of an electronic order include:

1. Identification of the Buyer, i.e., trade name or name and surname, registered office/residence, ID number, tax identification number, contact (phone and email address).
2. Description and name of the ordered goods according to the catalog.
3. Quantity of the ordered goods.
4. The delivery address of the goods (if this information is not provided, it is assumed that the goods are to be delivered to the Buyer's registered office/residence).

6. If the order does not contain the elements as described in the preceding article, it is considered incomplete. In such a case, the Seller will attempt to contact the Buyer and request the rectification of deficiencies in the electronic order and its clarification and/or completion. The electronic order is considered complete upon the moment of providing the additional and/or supplementary information to the Seller.

Delivery Deadlines

1.1 The delivery time of the goods depends on the type of ordered merchandise. In general, the delivery or receipt of the goods is typically within 2 to 5 working days, but no later than 15 days from the date of the binding order. If the parties have not agreed otherwise, the seller is obligated to deliver the item to the consumer no later than 30 days from the date of contract conclusion.

1.2 In the event that the seller fails to fulfill their obligation to deliver the goods within the 30-day deadline from the date of concluding the purchase contract, the consumer has the right to withdraw from the purchase contract.

1.3 If the seller fails to deliver the item within the deadline as per point 1.2 and does not deliver the goods even within a reasonable additional period provided by the buyer, the buyer has the right to withdraw from the contract.

1.4 If, considering all circumstances, it is evident or if, before the conclusion of the contract, the buyer expressly informed the seller that the delivery of the goods within a specified time or on a specific date is particularly important to the buyer, and the seller does not deliver the goods within this deadline, the buyer has the right to withdraw from the contract without providing an additional reasonable period for the delivery of the item.

1.5 If the buyer withdraws from the contract according to point 1.3 or point 1.4, the seller is obligated to promptly return all performances received from the buyer based on the contract.

1.6 The risk of loss or damage to the goods passes to you as the buyer at the moment when you or a third party designated by you, excluding the carrier, takes physical possession of the goods. However, without affecting your rights against the carrier, the risk of loss or damage to the goods passes to you upon the delivery of the goods to the carrier, if you personally arrange the transport with the carrier, in cases where the seller did not offer you the option of transportation.

Delivery Conditions

1. Upon receiving the shipment, the buyer shall inspect the package for any potential damage. In the event that the package is damaged, and upon checking its contents, it is discovered that the contents do not correspond to the invoice/order or that the contents are damaged, the buyer shall request the courier or the employee of the Slovak Post to prepare a damage report. The buyer shall retain the packaging material of the shipment until the investigation into the cause of the damage is concluded.

2. Immediately after receiving the shipment, the buyer shall completely unpack the goods and verify whether they are free from any mechanical damage and if the contents of the package match the invoiced items. If the contents of the shipment do not match the invoiced goods or if the goods are mechanically damaged (without any signs of damage to the package itself, as outlined in point 2.), the buyer shall promptly notify the seller of this fact. Additional claims regarding incompleteness or external damage to the shipment do not waive the buyer's right to make a warranty claim but provide the seller with an opportunity to demonstrate that there is no breach of the purchase agreement.

3. With each shipment, the buyer will receive an invoice via email or directly with the goods. Where a warranty certificate is required, it will be included in the packaging.

4. The buyer shall ensure the smooth acceptance of the goods, especially by being available on the phone number provided for delivery or by being present at the delivery address on the scheduled delivery days. If fulfilling this obligation is not possible, the buyer shall inform the seller, arrange an alternative delivery date, or designate a substitute person to accept the goods on behalf of the original recipient.

5. The buyer acquires ownership of the goods upon receiving them.

6. The seller is obliged to:

- Deliver the goods based on an order confirmed by the seller to the buyer in the agreed quantity, quality, and timeframe, and package or prepare them for transport in a manner necessary for their storage and protection.
- Ensure that the delivered goods comply with the applicable laws of the Slovak Republic.
- Provide the buyer, together with the goods, all necessary documents for receiving and using the goods, and other documents prescribed by the applicable legal regulations (instructions in the Slovak language, warranty certificate, delivery note, tax invoice).

Return of goods and withdrawal from the contract

1. The Buyer, in accordance with Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods and the Provision of Services under a Distance or Off-Premises Contract and on the Amendment and Supplementation of Certain Acts (hereinafter referred to as the "Act"), has the right to withdraw from a purchase contract within 14 days from the date of receiving the goods without stating a reason. The withdrawal from the contract should be submitted by the consumer to the seller in writing or in a durable medium. The withdrawal period is considered preserved if the notice of withdrawal from the contract is sent to the seller no later than the last day of the period. The Buyer has the right to exercise the right of withdrawal from a distance contract by submitting a clear statement to the following address: Ing. Jozef Valček-LINOVA, Krompašská 64, 04011 Košice, email info@linova.sk, telephone of the seller 0905603675. The Buyer also has this right in case the goods ordered via the internet were picked up in person at the Seller's address.

2. If the Buyer wishes to exercise this right, they are obligated to personally deliver a written withdrawal from the purchase contract to the contact address of the seller no later than on the last day of the specified period, or send this withdrawal to the address indicated in the contacts no later than the last day of the period. The Buyer is required, upon notifying the withdrawal from the contract, to send or deliver the subject matter of the contract from which they are withdrawing, along with all documentation, such as the original invoice, instructions, and other documentation related to the goods that were delivered with the goods, no later than 14 days from the date of withdrawal. If the Buyer decides to withdraw within the specified period, we recommend delivering the goods to the seller's address along with an accompanying letter containing the purchase receipt number and specifying the bank account number or whether the amount will be refunded in cash or used for future purchases. We recommend that the Buyer make a copy of the invoice for their own records and send the goods by registered and insured mail.

3. After receiving the goods, the Buyer has the right to unpack and test them in a similar manner to what is customary when making purchases in a traditional (brick-and-mortar) store.

4. The withdrawal of the Buyer from the purchase contract cancels the purchase contract from the beginning. The Seller is obligated to accept the return of the goods and refund the payment received based on the contract to the Buyer no later than 14 days from the date of withdrawal from the contract, using the method specified by the Buyer after an agreement. The Buyer bears the costs of returning the goods.

5. If the delivered goods do not possess the qualities that the consumer expressed an interest in and that correspond to the description provided by the seller, the costs of returning the goods and delivering goods that conform to the contract, as well as all costs reasonably incurred by the Buyer in connection with this, are borne by the seller.

6. A consumer may withdraw from a contract for the delivery of goods even before the commencement of the withdrawal period from the contract.

Consumer Information: In the event of withdrawal from the contract, the consumer is obliged to return the goods to the seller no later than 14 days from the date of withdrawal from the contract. The consumer is responsible for any decrease in the value of the goods that has occurred as a result of handling beyond what is necessary to determine the characteristics and functionality of the goods, such as excessive wear and tear caused by use. The consumer has the opportunity to test the functionality of the goods after delivery (if it is not excluded by the nature of the goods), but cannot use the goods. If the consumer intends to withdraw from the contract or exchange the goods for a different size, they should handle and check the goods in a manner that is consistent with what would be allowed in a physical store. The consumer is required to handle and inspect the goods with due care, according to the nature of the goods or the recommendations of the manufacturer and the seller, during the withdrawal period. In the case of regular textile products (excluding special items where it is excluded by their nature, such as custom-made swimsuits), the consumer should only try them on but should not wear them, which implies an obligation to return the goods with their original tags or other protective or identification means.

The e-shop operator will refund the payment for the goods and services, including the costs of delivery (in the case of partial withdrawal from the contract, a proportional amount will be considered) and any documented expenses incurred for ordering the goods within 14 days from the date of receipt of the withdrawal from the contract. However, the operator is not obliged to refund the money until the goods are returned, or the consumer proves that the goods have been dispatched, except when the seller has proposed to collect the goods in person.

The right to withdraw from the contract does not apply to goods and services defined in §7 para. 6 letters a) to l) of Act No. 102/2014 Coll.

The buyer is responsible for any decrease in the value of the goods that has been caused by their use beyond what is necessary to determine the functionality and properties of the goods.

In accordance with Act No. 102/2014 Coll., a consumer cannot withdraw from a contract for which the subject is:

- the provision of a service that is part of the goods (installation) if the provision of the service has begun with the explicit consent of the buyer, and the buyer has declared that they were properly informed that by giving this consent, they lose the right to withdraw from the contract after the complete provision of the service, and if the service has been completely provided.
- the sale of goods made to the consumer's specifications or goods intended specifically for one consumer, custom-made goods, or goods that, due to their nature, cannot be returned.

- the performance of urgent repairs or maintenance requested by the consumer; this does not apply to service contracts and contracts whose subject is the sale of goods other than spare parts necessary for the repair or maintenance, if they were concluded during a visit by the seller to the consumer and the consumer did not order these services or goods in advance.

- the sale of goods sealed in protective packaging that is not suitable for return for health or hygiene reasons, and the protective packaging has been broken after delivery.

If any of the above conditions are not met, the seller will not accept the withdrawal from the electronic order contract, and the goods will be returned at the expense of the buyer. The buyer bears the cost of returning the goods to the seller.

The seller reserves the right to cancel an order (withdraw from the contract) or part of it if:

- the ordered goods are not manufactured or have ceased to be manufactured,

- the goods are not in stock.

Exchange of Goods

1. The buyer has the right to request the exchange of the delivered goods for a different size, provided that the seller has the requested size available. However, the buyer only has this right on the condition that they have not handled the goods beyond what is necessary to determine their characteristics and functionality. The buyer is entitled to exercise this right free of charge, but no later than 14 days from the date of receiving the goods. To do so, the buyer must notify the seller of their intention to exchange the delivered goods for a different size, specifying the desired size, and return the delivered goods to the seller at their own expense (the buyer is only required to bear the direct return costs). The buyer may use the withdrawal from the contract / goods exchange form to exercise this right.

2. In the event that the seller does not have the requested size of the goods available, which the seller commits to promptly inform the buyer about, the seller is entitled to withdraw from the contract. The legal 14-day period for withdrawal from the contract starts for the buyer in this case from the day when the seller informs the buyer that the requested size of the goods is not available. The buyer is entitled to withdraw from the contract under the conditions specified in point 1 of these terms.

Pricing Conditions

1. The purchase price of goods offered by the seller through linova.sk is always listed under the selected item. All prices for goods and services, as well as all fees in the linova.sk online store, are final. All promotions are valid until stock is exhausted, unless otherwise stated for a specific product. The price of the product is determined by the seller's price list. All prices in the online store are quoted including 20% VAT.

2. The buyer has the option to pay for the ordered goods in cash at the seller's office, by cash on delivery at home and abroad through delivery by the Slovak Post or DPD courier, or by bank transfer or deposit to the account listed on the invoice.

3. In the case of the buyer choosing to pay by bank transfer to the seller's account, the purchase price of the selected goods is due no later than 5 days from the date of receipt of the binding order with the obligation to pay. The purchase price, as described above, is considered paid on the day when the funds are credited to the seller's account. If the purchase price is not paid within 7 working days from the date of receiving the binding order with the payment obligation, the purchase contract is canceled without further notice. To exclude any doubt, this condition is considered a condition precedent in the purchase contract. In case the purchase price is not paid within the time limit according to the previous sentence, the seller is entitled to withdraw from the purchase contract. The withdrawal from the contract is considered effective from the moment the withdrawal is delivered to the consumer.

Shipping and Handling

The method of delivery is chosen by the consumer through the order form in the e-shop or in another form of communication. The consumer is entitled to choose one of the following delivery methods:

- Shipping and handling fees for order price ranges:
 - €6.40 for orders up to €300 with DPD courier service
 - €7.00 for orders up to €300 with EMS courier service
 - €0 for direct pickup from the seller's premises

For in-person pickup, an SMS message will be sent to the mobile phone number provided by the buyer in the order, indicating that the goods are ready for pickup.

Payment Terms

1. **PAYMENT ON DELIVERY:** The buyer will pay the full amount for the goods as specified in the electronic order upon receiving the shipment.
2. **ADVANCE PAYMENT:** The buyer will pay the full amount for the goods as specified in the electronic order in advance by bank transfer or deposit. After the amount is credited to our account, we will send you the goods.
3. **CASH PAYMENT** for direct pickup from the seller's premises.

Complaints procedure (responsibility for defects, warranty, complaints)

1. The seller is responsible for defects in the goods and the buyer is obliged to file a claim with the seller without delay in accordance with the valid claims procedure.

2. The complaint procedure applies to goods purchased by the buyer from the seller through the seller's electronic store.
3. The complaint procedure in this form is valid for all business cases, unless other warranty conditions are contractually agreed upon.
4. The buyer has the right to file a claim with the seller only for goods that were purchased from the seller.
5. If the goods show defects, the buyer has the right to file a claim at the seller's establishment in accordance with section § 18 par. 2 of the Consumer Protection Act by delivering the goods to the address of the seller's establishment, providing the necessary information: name, address, telephone number, date of purchase and document number, providing a description of the defects, or filling out a complaint form and delivering it to the seller. The form is placed by the seller on the website or created by the buyer with the aforementioned necessary data. The buyer has the right to file a complaint with a person authorized by the manufacturer of the goods to carry out warranty repairs (hereinafter referred to as the "designated person"). The list of designated persons is given in the guarantee letter.
6. The complaint procedure for goods that can objectively be delivered to the seller begins on the day when all the following conditions are met: - delivery in written form, i.e. application of a claim from the buyer to the seller, - delivery of the claimed goods from the buyer to the seller, The seller does not accept the goods sent on cash on delivery. The beginning of the complaint procedure is also the day of application of the complaint. The claimed goods will be delivered by the buyer to the registered office of the Seller, if the seller or the specified person does not specify otherwise (e.g. deliver the goods directly to the specified person) in accordance with clause § 18 paragraph 2 of the Consumer Protection Act no. 250/2007 Coll. as amended.
7. In the place designated according to these general terms and conditions for receiving complaints, the seller is obliged to ensure the presence of a person authorized to handle complaints in accordance with section § 18 par. 3 of the Consumer Protection Act.
8. The buyer complains about the defects of the goods to the seller without unnecessary delay.
9. The seller or designated person will issue the buyer with a confirmation of the application of the goods complaint in a suitable form chosen by the seller, e.g. in the form of e-mail or in writing with a precisely marked defect in the goods in accordance with sec. § 18 par. 5 of the Act and instructs the consumer about his rights arising from section § 622 and para. § 623 of the Civil Code. If the claim is made via means of remote communication, 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 unnecessary delay, but at the latest together with a document on the processing of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way.
10. On the basis of the buyer's decision, which of its rights in accordance with section § 622 and para. § 623 of the Civil Code is applied by the seller or a designated person obliged to determine the method of handling the complaint according to section § 2 letter m) of the Act immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required no later than 30 days from the date of the start of the complaint procedure. However, the processing of the claim must not take longer than 30 days from the date of application of the claim. After the expiry of the deadline for

processing the complaint, the consumer has the right to withdraw from the contract. The seller informs the buyer about the end of the complaint procedure and the result of the complaint in the form agreed between both contracting parties (e-mail and registered letter), on a durable medium, and at the same time the complaint protocol will be delivered to the buyer together with the goods.

11. If the buyer made a complaint about the goods within the first 12 months from the conclusion of the purchase contract, the seller can only reject the complaint based on the opinion of an expert or an opinion issued by an authorized, notified or accredited person or the opinion of a designated person (hereinafter referred to as "expert assessment of the goods"). Regardless of the result of the expert assessment, the seller cannot require the buyer to pay the costs of the expert assessment of the goods or other costs related to the expert assessment of the goods.

12. If the buyer made a complaint about the product after 12 months from the conclusion of the purchase contract and the seller rejected it, the person who processed the complaint is obliged to indicate in the complaint handling document to whom the buyer can send the goods for expert assessment. If the buyer sends the goods for expert assessment to the specified person specified in the claim document, the costs of the expert assessment of the goods, as well as all other related costs, are borne by the seller, regardless of the result of the expert assessment. If the buyer, through expert assessment, proves from the seller's responsibility for the claimed defect of the goods, he can apply the claim again; the warranty period does not expire during the expert assessment of the goods. The seller is obliged to reimburse the buyer within 14 days from the date of the renewed claim all costs incurred for the expert assessment of the goods, as well as all related costs incurred purposefully. A renewed claim cannot be rejected.

13. The seller is obliged to handle the complaint and end the complaint procedure in one of the following ways: - by handing over repaired goods, - by exchanging goods, - by returning the purchase price of the goods, - by paying a reasonable discount on the price of the goods, - a written request for the seller to take over the specified performance, - by justified refusal of warranty claim of the goods.

14. The seller is obliged to issue a written document to the buyer about the method of processing the claim no later than 30 days from the day of the claim through the postal or courier service provider.

15. The warranty period is 24 months and runs from the date of receipt of the goods and confirmation of the necessary documents related to the goods.

16. The warranty period is extended by the period during which the buyer could not use the goods due to warranty repair of the goods.

17. In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of the new goods. 19. With regard to a removable defect, the claim will be handled depending on the buyer's decision according to these claim and business conditions in the following way: - the seller will ensure the removal of the defect - the seller will replace the defective goods with flawless ones

18. If it is a defect that cannot be removed, or one removable defect repeated several times, or a larger number of different removable defects, and which prevent the goods from being properly used as without defects, the seller will, depending on the decision the buyer, according to these complaint and business conditions, a complaint in the following way: - by exchanging goods for goods - in the event that the seller is unable to exchange the goods for another one, he will handle the claim by returning the purchase price and issuing a credit note for the defective goods.

19. Complaint handling applies only to defects mentioned when the complaint is made.

20. For the purposes of the complaint, the occurrence of one removable defect more than twice is considered to be a removable defect that has been repeated more than once.

21. For the purposes of the complaint, the occurrence of more than three different removable defects at the same time is considered a greater number of different removable defects.

Alternative Dispute Resolution

In case of dissatisfaction with the way a complaint is handled by the seller, the buyer has the right to contact the seller with a request for redress. If the seller responds negatively to this request or does not respond within 30 days from its submission, the buyer has the right to submit a proposal for initiating an alternative dispute resolution process according to Section 12 of Act No. 391/2015 Coll. The relevant authority for alternative dispute resolution in the Slovak Republic is the Slovak Trade Inspection or another authorized legal entity listed in the Ministry of Economy of the Slovak Republic's register of alternative dispute resolution entities. The customer can submit a proposal for the alternative resolution of their consumer dispute using the online dispute resolution platform, which is available on the website <http://ec.europa.eu/consumers/odr/>.

If a dispute arises between the buyer and the seller, the buyer can turn to an alternative dispute resolution entity after exhausting all possible means of resolving the dispute. This legal framework applies not only to "domestic" disputes but also to "cross-border" disputes, meaning disputes between foreign consumers and sellers in the territory of the Slovak Republic.

The alternative dispute resolution entity must resolve the dispute within 90 days from the date of its initiation, with the option of extending the deadline by 30 days (even repeatedly) upon notifying the proposer.

If the consumer is not satisfied with how the seller handled their complaint or if the consumer's rights have been violated in any other way, they have the option to submit a proposal to the relevant entity. This does not preclude the possibility of pursuing the resolution of the dispute through legal means. To ensure a smooth dispute resolution process, the law requires the mandatory cooperation of the seller.

The person assigned to handle the dispute must act impartially and independently. If the appointed person becomes aware of any facts that could affect their impartiality or give rise to a conflict of interest, they are obligated to inform the participants in the dispute. The appointed person will suggest possible alternative solutions to the participants and make efforts to guide the entire dispute towards reaching an agreement for resolution. The proposed resolution agreement will be presented to both parties, and they will decide within a specified time whether or not to accept the proposal. Any agreement reached in this manner is binding on the parties involved.

If no agreement is reached and there is reasonable suspicion that the consumer's rights have been violated or endangered, the entity will issue a justified opinion to the consumer. While this opinion is not legally binding, it can significantly assist the consumer if they choose to pursue their rights through legal action. The consumer has the option to withdraw from the alternative dispute resolution process at any stage.

All personal data will be processed in accordance with Act No. 122/2013 Coll. on the protection of personal data and the amendment and supplementation of certain laws, as amended.

The buyer can use the following form to submit a proposal for the alternative resolution of their consumer dispute:

[Form for submitting a proposal for initiating alternative consumer dispute resolution \[pdf, 256.8 kB\]](#)

A list of alternative dispute resolution entities can be found on the Ministry of Economy of the Slovak Republic's website at www.mhsr.sk.

Data Protection:

Information according to § 15 para. 1 of Act No. 122/2013 Coll. for customers of the "Customer System" information system:

I. Introductory Provisions

1. For the purposes of these Principles, the following terms shall apply:

- Operator - seller (hereinafter referred to as the "Seller"); Ing. Jozef Valček-LINOVA, with registered office at Krompašská 64, 040 11 Košice, ID number 11 963 947.

- Personal data: In the case of an individual, name and surname, email address, phone number, billing address, delivery address, email address (hereinafter collectively referred to as "personal data"). The Buyer and the Seller have agreed that the Buyer, if a legal entity or entrepreneur, will provide the Seller with their business name, registered office address including postal code, ID number, VAT ID, phone number, and email address.

2. The Seller of the e-shop www.linova.sk, as the data controller, hereby informs the User (as defined below) about the manner and scope of personal data processing, including the extent of the User's rights related to the processing of their personal data.

3. The Seller, when processing personal data, complies with the following legal regulations:

- Act No. 18/2018 Coll. on Personal Data Protection;

- Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as the "Regulation").

4. Buyer - User (hereinafter referred to as "Buyer") is a natural or legal person purchasing goods or services from the Seller.

4.1. By sending an order to the Seller, the Buyer declares that, in accordance with § 11 para. 1 of Act No. 18/2018 Coll. on Personal Data Protection, in the wording of subsequent regulations (hereinafter "PDPA"), the Buyer consents to the processing and storage of their personal data by the Seller, especially those listed above and/or those required for the Seller's activities, and processes them in the "sales" information system for customers. The Seller processes these personal data for the duration required to fulfill the purpose arising from the contractual relationship, and, in the case of marketing consent, the processing continues. The Buyer also honestly declares their consent to the processing of their personal data by the Seller and the cross-border transfer of personal data to a mediator in the Czech Republic, a member state of the European Union, for the purpose of recording concluded purchase contracts between the Seller and the Buyer, invoices, and other documents, as well as for the purpose of shipping services for purchased goods and for marketing, provided that the Buyer has given consent for this purpose. The Seller is authorized to provide personal data processed with the consent of the data subject for the above purposes to increase the quality of the goods and services provided and to enhance customer satisfaction. The Seller undertakes to handle and manage the Buyer's personal data in accordance with the applicable legal regulations of the Slovak Republic. The Seller processes the Buyer's personal data only for the time necessary to fulfill their obligations arising from the contract and from generally binding legal regulations. After the purpose of processing is fulfilled, the Seller ensures the immediate disposal of the Buyer's personal data in accordance with § 17 para. 1 of the PDPA. The consent to the processing of personal data can be revoked by the Buyer in writing at any time. The consent will expire within 1 month from the date of delivery of the consent revocation by the Buyer to the Seller, and the data will subsequently be deleted. The Seller does not make the Buyer's personal data accessible or provide it to any third party, except in cases where it is necessary to fulfill obligations arising from the purchase contract. The Buyer acknowledges that their personal data will be made available or provided to a third party (e.g., carrier) for the purpose of fulfilling their obligations arising from the purchase contract.

Consent to the processing of personal data – customers. By this, as a Buyer, I grant consent in accordance with § 11 of Act No. 122/2013 Coll. on Personal Data Protection, as amended, for the processing of my personal data to the extent specified in the preceding section 4.1 of the introductory provisions and the terms and conditions by LINOVA. As a Buyer, I am aware that I am entitled to revoke the above consents in writing at any time. As a Buyer, I declare that I have been informed in accordance with § 15 para. 1 of the conditions for processing personal data by the data controller, which are published on the website www.linova.sk.

4.2. Buyer's Rights

The buyer has the right and the option to update their personal information directly in an online mode on the seller's website after logging in to the "My Account" section.

Upon written request to the seller, the buyer has the right to:

1. Confirmation of whether their personal data is being processed or not.
2. In an easily comprehensible form, information about the processing of personal data in the information system, including:
 1. Identification data of the seller and the seller's representative, if appointed.
 2. Identification data of the intermediary; this does not apply if the seller does not comply with § 8 of the Personal Data Protection Act when obtaining personal data.

3. The purpose of processing personal data.

4. A list of personal data or the extent of personal data according to § 10 paragraph 4, first sentence of the Personal Data Protection Act.

5. Additional information necessary for the buyer to exercise their rights and protect their interests, especially information about:

1. The voluntary or mandatory nature of providing the requested personal data; if the seller obtains the buyer's personal data based on the buyer's consent according to § 11 of the Personal Data Protection Act, the seller will also inform them of the duration of the consent. If the buyer's obligation to provide personal data results from a directly enforceable legal act of the European Union, an international treaty to which the Slovak Republic is bound, or a law, the seller will inform the buyer of the legal basis for this obligation and the consequences of refusing to provide personal data.

2. Third parties to whom personal data is or is likely to be disclosed.

3. The circle of recipients to whom personal data is or is likely to be made accessible.

4. The form of disclosure if personal data is to be made public.

5. Third countries to which the transfer of personal data is anticipated or evident.

6. When issuing a decision under section 4.6 of these provisions, the buyer is entitled to become familiar with the processing and evaluation procedures.

1. In a comprehensible form, precise information about the source from which their personal data was obtained for processing.

2. In a comprehensible form, a list of their personal data that is the subject of processing.

3. Correction or deletion of their incorrect, incomplete, or outdated personal data that is the subject of processing.

4. Deletion of their personal data, the purpose of processing of which has ended; if official documents containing personal data are subject to processing, the buyer may request their return.

5. Deletion of their personal data, which is subject to processing, if a violation of the law has occurred.

6. Blocking of their personal data due to the revocation of consent before its expiration, if the seller processes personal data based on the buyer's consent.

4.3. The buyer's rights under points 4.2, points 5, and 6 of these provisions may only be restricted if such restriction arises from a special law, or if its application would violate the protection of the buyer or the rights and freedoms of other individuals.

4.4. Upon written request and free of charge, the buyer has the right to object to the seller regarding:

1. The processing of their personal data, which the buyer presumes or knows to be processed for the purpose of direct marketing without their consent, and request its deletion.

2. The use of the buyer's title, name, surname, and address for the purpose of direct marketing in postal communication.

3. The provision of the buyer's title, name, surname, and address for the purpose of direct marketing.

4.5. The buyer, based on a written request or in person if the matter cannot be delayed, has the right to object to the processing of personal data in cases under § 10 paragraph 3 letters a), e), f), or g) of the Personal Data Protection Act by stating legitimate reasons or by providing evidence of unauthorized interference with their rights and protected interests, which may be or have been harmed by such processing of personal data. If there are no legal reasons to the contrary and it is proven that the buyer's objection is justified, the seller is obliged to block and delete the personal data subject to the buyer's objection without undue delay, as circumstances permit.

4.6. Based on a written request or in person if the matter cannot be delayed, the buyer has the right to object to and not be subject to a decision made by the seller that would have legal effects or a significant impact solely based on automated processing of their personal data. The buyer has the right to request the seller to review the decision by a method other than automated processing, with the seller being obligated to comply with the buyer's request, ensuring that a legitimate person has a decisive role in reviewing the decision. The seller shall inform the buyer about the method of review and the outcome within the deadline specified in section 4.13 of these provisions. The buyer has this right only if it is not provided by a special law that regulates measures to protect the legitimate interests of the buyer or if, in the pre-contractual or during the existence of contractual relationships, the seller has made a decision to meet the buyer's request or if the seller has taken other appropriate measures to protect the legitimate interests of the buyer.

4.7 If the buyer exercises their rights:

1. In writing, and if it is clear from the content of their request that they are asserting their rights, the request is considered as submitted under this law. If the request is submitted via email or fax, the buyer must deliver it in writing within three days from the date of its dispatch.

2. Personally, in oral form, with a written record that must clearly state who is asserting their rights, what they are demanding, when, and who created the record, including signatures of both the creator and the buyer. A copy of this record must be handed over to the buyer.

3. Through an intermediary, as described in points 1 or 2 of this section of these terms and conditions, the intermediary is obligated to promptly deliver this request or record to the seller without unnecessary delay.

4.8 If the buyer suspects that their personal data is being processed without authorization, they can file a request with the Office for Personal Data Protection of the Slovak Republic to initiate a proceeding for the protection of personal data.

4.9 If the buyer does not have full legal capacity, their rights can be exercised by their legal representative.

4.10 If the buyer is deceased, their rights under this law can be asserted by a close relative.

4.11 The seller shall process the buyer's request according to sections 4.2, points 1 to 3, 5 to 8 of these provisions, and sections 4.4 to 4.6 of these provisions free of charge.

4.12 The seller shall process the buyer's request according to section 4.2, point 4 of these provisions free of charge, except for the payment of costs that shall not exceed the necessary expenses associated with making copies, obtaining technical media, and sending information to the buyer if a separate law does not specify otherwise.

4.13 The seller is obliged to process the buyer's request according to sections 4.11 and 4.12 of these provisions in writing, within 30 days from the date of receiving the request.

4.14 The seller shall promptly inform the buyer and the Office for Personal Data Protection of the Slovak Republic in writing about any limitations on the buyer's rights as described in section 4.3 of these provisions.

5. The seller is a natural person operating this online store for the purpose of selling goods and services to end customers. In connection with this, personal data is processed:

- To the extent provided in connection with the order of products and/or services with the seller, or in the context of negotiations for the conclusion of a contract with the seller, as well as in connection with the concluded contract.

The seller declares that, in accordance with § 6, paragraph 2, letter c) of the Personal Data Protection Act, personal data will be obtained exclusively for the purpose stated in section 4 of these provisions.

The seller declares that, in accordance with § 6, paragraph 2, letter e) of the Personal Data Protection Act, they will ensure that personal data is processed and used only in a manner that corresponds to the purpose for which it was collected.

The seller declares that, in accordance with § 6, paragraph 2, letter i) of the Personal Data Protection Act, they will process personal data in accordance with good manners and act in a way that does not contradict the Personal Data Protection Act or other generally binding legal regulations and will not circumvent them.

The contractual parties, the seller and the buyer, have agreed that the buyer (hereinafter also referred to as the "data subject"), if a natural person, will notify the seller of their name and surname, permanent address including postal code, phone number, and email address. If the seller also processes other personal data of the buyers, they will process them to the extent necessary to fulfill the obligations arising from the purchase agreement. The buyer voluntarily provides personal data to the seller for the purpose of fulfilling their obligations arising from the purchase agreement and for further communication with them. Without providing this information, the seller cannot properly fulfill the agreement with the buyer, and therefore, the agreement cannot be concluded with the buyer. The purpose of processing this personal data is to issue a tax document, pre-contractual relations, buyer identification, order confirmation by phone or email, delivery of goods, and registration in the online store www.linova.sk. The buyer declares that all the information provided by them is voluntary and true. The buyer also declares that they are aware of the consequences of providing false information, especially the fact that such action could be classified as a criminal offense.

The seller processes the personal data of the buyer, the data subject listed in the list of personal data, even without the consent of the data subject; the legal basis for processing is § 10, paragraph 3, letter b) of Act No. 122/2013 Coll.

The seller is entitled to request the provision of personal data specified in the list of personal data mentioned in this information from the buyer repeatedly.

- For the purpose(s) listed below in Article II.

6. The intermediary is a legal entity that provides services to the seller.

The seller declares that, in accordance with § 15, paragraph 1, letter b) of the Personal Data Protection Act, they process the personal data of the buyer for the purposes specified in section 4 of these provisions through the following intermediaries:

1. DPD SK s.r.o. (until January 14, 2020, Geis Parcel SK, s.r.o.), Trňanská 6, 960 01 Zvolen, Identification Number (IČO): 46 489 592.

2. Slovenská pošta, a.s., Partizánska cesta 975 99 Banská Bystrica 1, Identification Number (IČO): 36 631 124.

3. EXO TECHNOLOGIES, spol. s r.o., Mlynské Nivy 52B, 821 05 Bratislava, Identification Number (IČO): 36 485 161, VAT Identification Number (IČ DPH): SK2020004503.

Scope of personal data processing: title, name, surname, permanent address, delivery address, phone number, email.

II. Purposes and Periods of Personal Data Processing

1. The Seller processes Personal Data for the following purposes:

a) Fulfilling a contract or other obligations and providing services:

- Personal Data will be processed during the negotiation of a contract between the Seller and the Buyer, with the purpose of contract formation and throughout the duration of the contractual relationship.

b) Compliance with legal obligations (especially accounting, tax, and archiving, providing cooperation to the relevant authorities, police, courts, etc.):

- Tax documents will be retained for 10 years after the termination of the contract. For the purpose of fulfilling the legal obligation of archiving accounting records based on Act No. 563/1991 Coll., on Accounting, as amended, Personal Data will be further processed and stored for 10 years from the year following the conclusion of the contract between the Seller and the Buyer.

- Fulfilling obligations related to the exercise of rights arising from defective performance, providing cooperation to the relevant authorities, police, and courts.

c) The Seller is authorized to process basic personal, identification, and contact information of the customer, information about the goods, and communication data for a period of 4 years from the expiration of the warranty period for the product.

- Effective defense in case of a dispute. The processing period in this case is set at 4 years from the expiration of the warranty period for the product and is extended by the duration of the ongoing dispute.

d) Marketing and commercial offers of the Seller's services:

- The Seller does not engage in mass distribution of product and service offers.

- The Seller does not send general advertising messages without targeting a specific group of recipients.

- Cookies: short text files generated by a web server and stored on a computer through a browser. Two types are distinguished. Firstly, cookies necessary for the functioning and analysis of the website (consent cannot be denied for transmitting electronic communications using these cookies). Secondly, cookies that assess certain personal aspects related to a specific individual. In the case of the second type of cookies, the Buyer can provide consent. The processing period in this case is 3 years.

2. The Seller is the data controller for Personal Data.

III. Personal Data Protection and Information on Processing

1. If the Buyer does not provide their Personal Data, it is not possible to enter into a contract with the Seller and/or provide the resulting services. Personal Data are necessary in this context to provide a specific service or product of the Seller.

2. After the deadlines mentioned in Article II, the Seller will erase or anonymize Personal Data.

3. The Buyer is obligated to provide only truthful and accurate Personal Data to the Seller. The Buyer is responsible for the correctness, accuracy, and truthfulness of the provided Personal Data. The Seller is not responsible for the accuracy of the provided data.

4. The Seller will make every effort to prevent unauthorized processing.

5. The Seller is authorized to transfer personal data of the Participant to third parties for the following purposes: completing the order process, delivering goods, handling complaints, registering a new customer.

6. Personal Data are and will be processed electronically in a non-automated manner.

IV. Buyer's Rights Related to Processing – Summary.

1. Buyer's rights regarding the protection of personal data:

- a) Demand access to their Personal Data from the Seller;
- b) Correct the provided Personal Data;
- c) Erase the provided Personal Data;
- d) Restrict the processing of Personal Data;
- e) Lodge a complaint with the Office for Personal Data Protection;
- f) The right to data portability to another data controller;
- g) The right to object to the processing of Personal Data;
- h) The right to withdraw consent.

2. The Buyer can exercise their rights according to paragraph 1 of this article through the link provided in the email sent by the Seller or by sending a request to info@linova.sk.

3. Rights according to paragraph 1 of this article, points c) and d), cannot be exercised to the extent and for the purposes mentioned in Article II, section 1, points a), b), and c).

4. If the Buyer believes that the Seller is processing their Personal Data in a manner that is inconsistent with the protection of their privacy or in violation of relevant legal provisions, especially if the Personal Data is inaccurate with respect to the purpose of processing, the Buyer may:

a) Request an explanation from the Seller by emailing info@linova.sk.

b) Object to the processing and request the Seller, by email to info@linova.sk, to rectify the situation (e.g., by blocking, correcting, supplementing, or deleting Personal Data). The Seller will promptly decide on the objection and inform the Buyer. If the Seller does not satisfy the objection, the Buyer has the right to directly contact the Office for Personal Data Protection. This provision does not affect the Buyer's right to submit their complaint to the Office for Personal Data Protection directly.

5. If the Buyer exercises a right under this article, the Seller is obliged to respond within 30 days of receiving the request.

6. Acceptance of a request to exercise rights under Article IV, points 1a and 1f is possible only through a data message, electronically, or by a letter with an officially certified signature to the company's registered office address. The request must include the email address to which a verification email will be sent to confirm the requester's identity.

7. If the Buyer exercises any of the rights under Article IV, Section 1, the Seller has the right to request proof of the Buyer's identity. The request for access to personal data must be sent from the requester's email address. If the request is made in a different form or from a different email address, the Seller has the right to request additional verification by responding to the verification email. If the requester does not prove their identity within 14 days of sending the verification email, their request to exercise rights under Article IV, Section 1 will not be accepted.

V. Final Provisions

1. All legal relationships arising in the processing of Personal Data shall be governed by the legal order of the Slovak Republic, regardless of where access to them was made. Slovak courts have jurisdiction to resolve any disputes arising in connection with privacy protection between the Buyer and the Seller.

2. The data subject has the right to contact the Office for Personal Data Protection (<https://dataprotection.gov.sk/uouu/sk>).

3. These Terms and Conditions become effective on May 25, 2018.

Circumstances Excluding Liability for Impossibility of Performance

1. Neither of the Contracting Parties is liable for the impossibility of performance if circumstances arise due to force majeure.

2. An event due to force majeure is considered an event that the Contracting Parties could not foresee and could not prevent even with the utmost professional care, which is independent of their will, especially war, uprising, strike, natural disasters, changes in legislation, and others.

3. In the event that an event occurs according to point 2, the Contracting Parties are obliged to notify each other of this fact without undue delay.

Final Provisions

1. When purchasing goods on linova.sk, the Buyer is assumed to have knowledge of the technical capabilities of the Internet and to accept the possible problems associated with technology.

2. The Seller is not responsible for damages caused by incorrect connection to linova.sk. Protection of the computer and the data contained therein is the responsibility of the Buyer.

3. The Seller points out that the information provided on linova.sk may be updated without prior notice.

4. The Seller is not liable for any direct, indirect, or special damages caused by the use of information from linova.sk.

5. The Seller reserves the right to change the products listed on linova.sk at any time without prior notice.

6. The Seller reserves the right to change and/or supplement these Terms and Conditions at any time. Changes and/or supplements to these Terms and Conditions become effective on the date of their publication on linova.sk.

7. The Buyer agrees to receive an invoice for the ordered products electronically via email.

8. The Contracting Parties have agreed that all disputes arising between them from legal relationships based on the contract or related contracts, including disputes concerning the validity, interpretation, and termination of this contract, will be primarily resolved by conciliation.

9. By submitting an electronic order to the Seller, the Buyer simultaneously confirms their agreement with the Seller's Terms and Conditions.

10. These Terms and Conditions take effect on July 15, 2020. Subject to change.

In conclusion, all contractual relationships and terms in the contracts are governed by the provisions of the Civil Code.

For commercial relationships (as well as other legal relationships that may arise from them) with legal entities or natural persons conducting business, the provisions of the Commercial Code and the Civil Code apply.