

1. General Provisions

1. These General Terms and Conditions govern the rights and obligations of the contractual parties arising from the purchase agreement between the seller, i. e. Kressling, s. r. o., Ventúrska 18, 811 01 Bratislava, IČO: 36 786 403, registered in the District Court, Bratislava I District Court : Sro, insert no. 46286 / B, operation of Gallery Kressling, Drotárska cesta 24, 811 03 Bratislava (hereinafter referred to as the "Seller") and buyer (hereinafter referred to as the "Buyer"), the subject of which is the purchase and sale of products on the Seller's e-shop website. Contact details of the Seller and operator of the website:

Kressling, s. r. o.
Drotárska cesta 24
811 02 Bratislava
Bank account number for non-cash payments: SK71 0200 0000 0023 2289 6857
Telephone: +421 910 492 200
E-mail: retro.kressling@gmail.com

Supervisory Body

Slovenská obchodná inšpekcia (SOI)
Inšpektorát SOI pre Bratislavský kraj
Prievozska 32, P. O. BOX 5, 820 07 Bratislava 27
odbor technickej kontroly výrobkov a ochrany spotrebiteľa
tel. č.: 02/58272172, 02/58272104
fax č.: 02/58272170

1.2. The contractual parties agree that the Buyer, by placing an order to the Seller, confirms that they agree that the General Terms and Conditions will apply to all purchase contracts concluded on the e-commerce website operated by the Seller, on the basis of which the Seller will deliver the products presented on the Buyer's website (the "Purchase Contract") and to all relations between the Seller and the Buyer arisen, in particular, from the conclusion of the Purchase Contract and product claims.

1.3 The General Terms and Conditions are an integral part of the Purchase Contract. In the event that the Seller and Buyer enter into a written Purchase Contract in which they agree on terms different from the General Terms and Conditions, the provisions of the Purchase Contract will prevail over the General Terms and Conditions.

- 1.4 The list of products on the e-commerce website operated by the Seller is a catalog of the products supplied, and the Seller does not guarantee the immediate availability of all the products presented. The availability of the products will be confirmed to the Buyer based on the Buyer's query.

2. Method of closing a Purchase Contract

- 2.1 The Purchase Contract is concluded by a binding acceptance of the Buyer's Purchase Contract in the form of the Buyer's e-mail message sent to the Seller and/or as a Buyer's completed and dispatched form on the Seller's website and/or in the form of a Buyer's Telephone Order to the Seller (hereinafter referred to as the "order").
- 2.2 Binding acceptance of the Buyer's order to the Seller is an email confirmation by the Seller to the Buyer about accepting the order after the Buyer has received the order beforehand, and after checking the availability and the delivery date of the products requested by the Buyer, marked as "order confirmation". An automatically received notification of receipt of an order to the Seller's electronic system that you receive on your e-mail address immediately after submitting your order is not considered a binding acceptance of the order. Any additional information regarding your order will be sent to your e-mail address.
- 2.3 Binding acceptance of the order includes details of the name and specification of the product the sale of which is the subject of the Purchase Contract, details of the price of the product and/or other services, the date of delivery, the name and location of the product to be delivered to and the price, the conditions, the manner and the time of delivery of the product to the agreed place of delivery of the product to the Buyer, details of the Seller (business name, registered office, identification number, registration number in the commercial register, etc.) or other data.
- 2.4 The Buyer may deliver a cancellation of the order by e-mail to the Seller within 24 hours of the delivery of the order. The Buyer is obliged to enter the name, e-mail and description of the ordered products in the order cancellation notice. If the order is canceled, the Seller does not charge the Buyer with any cancellation fees. In the event that the Buyer has paid the Seller the Purchase Price or its part thereof before the order is cancelled, the Seller returns the already paid Purchase Price or its part thereof within 7 days from the order cancellation by transferring it to the Buyer's bank account, unless the parties agree otherwise to reimburse the Purchase Price.

3. Seller's rights and obligations

3.1 The Seller is obliged to:

- 3.1.1 Deliver, on the basis of an order confirmed by the Seller to the Buyer, the products in the agreed quantity, quality and time and pack them or equip them for transportation in the manner necessary for their preservation and protection;
- 3.1.2 Send to the Buyer, together with the products, in written or electronic form, all the documents required for the taking over and the use of the products and other documents prescribed by the applicable legislation (delivery note, tax document).

- 3.2 The Seller has the right to a proper and timely payment of the Purchase Price from the Buyer for the delivered products.
- 3.3 The Seller has the right to cancel the order if they are not able to deliver the products to the Buyer within the time specified by these business terms or in the price stated in the online store unless the customer agrees to a replacement. The customer will be informed about the cancellation of the order by telephone or e-mail, and in the case of payment of the Purchase Price or its part thereof the funds will be refunded within 15 days to the designated account, unless otherwise agreed on with the Seller.

4. The Buyer's rights and obligations

4.1 The Buyer is obliged:

4.1.1 To take over purchased or ordered products;

4.1.2 To pay the Seller the agreed Purchase Price within the agreed maturity period, including the cost of delivery of the products;

4.1.3 To do no damage to the Seller's good business name;

4.1.4 To confirm in the delivery note the taking over of the products by their signature or by the signature of an authorised person.

4.2 The Buyer has the right to deliver products in the quantity, quality, time and place agreed by the parties in the binding acceptance of the order.

5. Delivery and payment terms

5.1 The merchandise is sold according to the Seller's catalogues placed on the Seller's e-shop website.

5.2 The Seller is obliged to complete the Buyer's order and send the products to the Buyer within 5 business days of payment of the products by the Buyer to the Seller.

5.3 The Buyer is obliged to take over the products at the place specified in the Buyer's acceptance of the Buyer's order. In the event of a delay in the delivery of the products by the Seller, the Seller is entitled to unilaterally extend the delivery period, even repeatedly, for which the Seller gives the Buyer a receipt. If the Buyer does not deliver the products within 7 days after the expiry of the term stated in the Purchase Contract, the binding acceptance of the order or the term unilaterally extended by the Seller, the Seller is entitled to charge the Buyer a deposit of € 20.00 for each day of storage of the products. Upon expiry of 14 days from the date when the Buyer was required to take over the products, the Seller is entitled to withdraw from the Purchase Contract and sell the products to a third party. After the sale of the agreed products to a third party, the advance for the agreed products paid to the Buyer is set off in full against the contractual penalty, which is payable by the Buyer to the Seller.

5.4 The Seller is entitled to invite the Buyer to take over the products before the expiration of the term agreed in the Purchase Contract.

5.5 The weight, dimensions, and other details of the products contained in the Seller's catalogues, prospectuses and other documents placed on the Seller's e-commerce website are non-binding data.

5.6 The place of delivery of the products is the place specified in the acceptance of the order by the Seller, unless the parties agree otherwise in the Purchase Contract.

5.7 If the Seller delivers the products to the Buyer at the place specified in the Purchase Contract by the Buyer, the Buyer is obliged to take over the products in person or to ensure that the products are taken over by the person authorised to do so in the Buyer's absence and to sign the delivery and takeover protocol. The third person empowered to take over the products specified in the Purchase Contract is obliged to submit to the Seller the original or a copy of the Purchase Contract, a proof of payment for the products and a written authorisation. If it is necessary to repeat the delivery of the products due to the Buyer's absence at the place specified in the Purchase Contract, all costs incurred shall be borne by the Buyer, in particular the repeated delivery of the products to the place of destination stated in the Purchase Contract and the cost of the storage of the products referred to in point 2 of this Article of these General Terms and Conditions. Goods are deemed to have

been delivered at the time of delivery of the products to the address given in the binding acceptance of the order and taken over at the time of the physical takeover of the products by the Buyer, by his authorized representative or by the refusal of the products to be taken over marked by the carrier in the delivery and takeover protocol.

- 5.8 The Buyer is required to check the consignment, i. e. the products as well as the packaging immediately after delivery. If the Buyer finds that the products or packaging of the products are mechanically damaged, he is required to notify the carrier and check the condition of the products in his presence. If the products are found to be damaged, the Buyer shall be obliged to make a record of the extent and nature of the damage to the products, the accuracy of which shall be certified by the carrier. On the basis of such a written record delivered to the Seller, the Seller may subsequently provide for the removal of a defect of products or a rebate for the products in the case of unavoidable defects of the products.
- 5.9 The Buyer is entitled to withdraw from the Purchase Contract within the time limit specified in Clause 5.2 of the Business Terms and Conditions and the Seller is obliged to return to the Buyer the part of the Purchase Price already paid within 15 days of the delivery of the withdrawal from the Purchase Contract by a transfer to the Buyer's account designated by the Buyer.
- 5.10 Buyer receives an invoice by e-mail for each shipment.
- 5.11 Payment methods: Transfer to account.

6. Purchase Price

- 6.1 Buyer is obliged to pay to the Seller the Purchase Price of the products agreed in the Purchase Contract and / or according to the Seller's price list valid at the time of conclusion of the Purchase Contract, including delivery costs (hereinafter referred to as the "Purchase Price") by cash payment at the designated Seller's premises, by wire transfer to the Seller's account indicated in the binding acceptance of the order or by PayPal.
- 6.2 The Seller reserves the right to change the Purchase Price in the event of a change in legislation.
- 6.3 If the Buyer pays the Seller the Purchase Price by wire transfer, the day of payment is the day on which the entire Purchase Price was credited to the Seller's account.
- 6.4 The Buyer is obliged to pay the Seller the Purchase Price for the agreed products within the term of the Purchase Contract, but at the latest when the products are taken over.
- 6.5 If the Buyer pays the Seller the Purchase Price for the products agreed in the Purchase Contract, the Buyer is entitled to withdraw from the Purchase Contract and demand repayment of the Purchase Price only in accordance with the valid legal regulations of the Slovak Republic.
- 6.6 In the event that the Buyer withdraws from the Purchase Contract prior to payment of the full Purchase Price, the parties agree that the prepayment of the Purchase Price is offset in full with the contractual penalty that the Buyer is obliged to pay to the Seller, unless otherwise agreed in the Purchase Contract.
- 6.7 If the Buyer does not pay the Seller the full Purchase Price upon taking over the products, the parties agree that the Seller is entitled to withdraw from the Purchase Contract and the prepayment of the Purchase Price is offset in full against the contractual penalty that the Buyer must pay to the Seller unless agreed otherwise in the Purchase Contract.
- 6.8 Assembly and mounting costs are not included in the Purchase Price of products and the Seller is not required to provide these services.
- 6.9 All discounts are valid unless otherwise stated for a specific product.

7. Acquisition of ownership and transfer of a risk of damage to products

- 7.1 The Buyer acquires ownership of the products by payment of the full Purchase Price for the products.
- 7.2 The risk of damage to products passes on to the Buyer at the time of taking over the products from the Seller, or, if he does not do so in time, at the time the Seller allows him to dispose of the products and the Buyer does not take over the products.

8. Complaint policy (liability for defects, warranty, complaints)

- 8.1 The Seller is responsible only for those defects in products that are not associated with the use of the products. The Buyer is obliged to make a claim immediately to the Seller in accordance with the applicable complaint policy.
- 8.2 Complaints handling is subject to a valid complaint policy. By sending an order by the Buyer to the Seller the Buyer confirms that he has been duly informed about the terms and manner of making a claim relating to the products, including the details of where the claim can be made.
- 8.3 The complaint policy applies to the products purchased by the Buyer from the Seller in the form of an e-commerce on the Seller's e-shop website.
- 8.4 The complaint policy in this form is valid for all business cases unless other warranty terms are contractually agreed.
- 8.5 The Buyer has the right to claim a warranty to the Seller only for the products that show defects for which the Seller is responsible, are covered by the warranty and have been purchased from the Seller.
- 8.6 The Buyer is obliged to perform a check on the products when the products are taken over. If the Buyer fails to do so, he can only claim the defects found if he proves that the defects were present at the time the products were taken over.
- 8.7 During the warranty period, the Buyer has the right to have the defect removed free of charge upon the delivery of the products including accessories, documentation and instructions to the authorized representative of the Seller together with the warranty card and a proof of payment.
- 8.8 If the products are defective, the Buyer has the right to make a claim at the Seller's premises in accordance with § 18 ods. (2) of the Act by delivering the products to the Seller's premises at his own expense and completing the claim form and delivering it to the Seller. The form is determined by the Seller and placed on the Seller's website. The Buyer is obliged to indicate on the form exactly the type and extent of the defects of the products. The complaint procedure starts on the day when all of the following conditions are met:
- The delivery of a completed claim form from the Buyer to the Seller;
 - The delivery of the claimed products from the Buyer to the Seller.

The commencement of the claim is also the date of the claim. Returned products must be delivered to the Seller if the Seller or the designated person does not specify otherwise (e.g. to deliver the products directly to the designated person).

- 8.9 The Buyer is obliged to complain of defects of the products at the Seller without undue delay, otherwise the Buyer's right to a free-of-charge defect removal lapses.

- 8.10 The Seller or designated person issues to the Buyer a certificate of claiming the products in the appropriate form chosen by the Seller, e.g. in the form of an e-mail or a written form in which they are obliged to accurately identify the defects of the products in accordance with the provisions of Section 18 Subsection 4 of the Act and to inform the Buyer of his rights under Section 622 Subsection 623 of the Civil Code. If a complaint is made by means of distance communication, the Seller is obliged to deliver the claim confirmation to the Buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest with the confirmation of the settlement of the claim; the claim confirmation does not have to be delivered if the Buyer has the ability to prove the claim in another way.
- 8.11 The Buyer has no right to claim a defect that has been notified to the Seller at the time of the conclusion of the Purchase Contract or defects of which he must have known taking into account the circumstances in which the Purchase Contract was concluded and taking into account the fact that the product has been used.
- 8.12 The Buyer notes that the products have already been used and may show signs of use that may not be visible from the photographs on the website (e. g. scratches, cracks in the lacquer and/or on the glaze, defects on metal parts caused by rust, difficult opening of the drawers and the doors due to the mechanical wear of parts) that could not be corrected or eliminated, or would lead to a disproportionate financial increase in the price of the products. These imperfections are a manifestation of the authenticity of the products and cannot be the subject of a complaint procedure unless they impact the functionality of the products.
- 8.13 The right to apply the guarantee at the Seller by the Buyer expires on:
- The failure to provide proof of payment, delivery note;
 - The failure to notify apparent defects when taking over the products;
 - The expiry of the warranty period of the products;
 - Mechanical damage to the products caused by the Buyer;
 - The use of products under the conditions which do not reflect humidity, chemical and mechanical effects of the natural environment;
 - Improper handling, usage or neglect of the care of the products;
 - Damage to products by excessive loading or by use contrary to the conditions stated in the documentation, general principles, technical standards or safety regulations valid in the Slovak Republic;
 - Damage to products by irreversible and / or unpredictable events;
 - Damage to products by accidental destruction and accidental deterioration;
 - Inexpert interference, damage caused in transport, water damage, fire, static or atmospheric electricity damage, or any other force majeure;
 - Manipulation with the products by an unauthorised person.
- 8.14 Seller is required to settle the claim and terminate the claim procedure by one of the following arrangements:
- Handing over the repaired products;

- Returning the Purchase Price of the products;
- Paying an appropriate discount on the price of the products;
- A written request to the Buyer to take over the designated supply;
- Reasoned rejection of the products' claim.

- 8.15 The Seller is required to issue a written document about the settling the claim at the latest within 30 days from the day of filing of the claim via the postal or courier or delivery service provider or via the E-mail.
- 8.16 The warranty period is 12 months from the date of the Purchase Contract, unless the warranty period is different for specific cases, and starts from the date of the receipt of the products and confirmation of the necessary documents related to the products by the authorized person.
- 8.17 The warranty period is extended by the time the Buyer could not use the products for warranty repair of the products.
- 8.18 All warranty repairs that apply to you are free of charge.
- 8.19 With regard to a removable defect, the complaint will be settled in such a way that the Seller will ensure the removal of the defect.
- 8.20 If there is a defect that cannot be eliminated, or single repeated defect or a number of different removable defects which prevent the products from being properly used, the Seller shall settle the claim by issuing a credit note for defective products.
- 8.21 The claim settlement only covers the defects listed in the claim form.
- 8.22 For reclamation purposes, the occurrence of a single repeated removable defect means occurrence of the same defect of more than three times.
- 8.23 For reclamation purposes, the occurrence of more than three different removable defects at the same time is considered to be multiple numerous removable defects.
- 8.24 For the reclamation purposes, a period considered to be a period during which the purchaser cannot properly use the products means the period during which, after the conclusion of the Purchase Contract, the Buyer cannot use the products for more than 100 days as a result of the defects.
- 8.25 After the Buyer exercised his right to claim a defect and requested the Seller to remove the defect of the merchandise in accordance with the complaints policy and the General Terms and Conditions, the right is considered to be consumed and regardless of the result of the claim the Buyer is not entitled to repeatedly claim the same unique defect (not the fault of the same kind).

9. Personal data and their protection

- 9.1 The Seller collects the Buyer's personal data to the extent required by the registration in the e-shop for the performance of the contract in which the Buyer acts as one of the contractual parties. The processing of personal data of the Buyer under the preceding sentence, in accordance with Section 10 Article 3 b) of Act No. 122/2013 Coll. On the Protection of Personal Data and on Amendments to Certain Laws as amended (hereinafter "Act No. 122/2013 Coll.") does not require the consent of the Buyer as the person concerned.

- 9.2 By clicking the "I accept the General Terms and Conditions" button, the Buyer gives the Seller a consent in accordance with Section 11 of Act No. 122/2013 Coll. to process and store his personal data in the extent of registration for marketing purposes, i. e. in particular to send information about new offers of the Seller's products, discounts, benefits, etc. The Buyer grants the consent to the processing of personal data to the Seller for an unspecified period of time and the Buyer may withdraw it at any time in writing. The consent expires within 1 month of the delivery of the withdrawal of the consent to the Seller. If the Buyer withdraws the consent to the processing of personal data within the timeframe specified in the previous sentence, then the access to his account created in the e-shop will also expire.
- 9.3 By clicking the "Consent to processing personal data" button, the Buyer confirms that he has been informed of the voluntariness to provide the requested personal data as well as of his rights under Act No. 122/2013 Coll. The Buyer confirms that prior to granting the consent to the processing of personal data he has been informed by the Seller particularly about the following:
- 9.3.1. The Seller's identification data;
- 9.3.2. The purpose of processing personal data;
- 9.3.3 The extent of personal data being processed;
- 9.3.4 Other information necessary for the Buyer to guarantee his rights and his legally guaranteed interests, in particular, that
- The Seller will provide personal data of the Buyer to third parties in case of an investigation of a criminal offense, offense or violation of other regulations (e. g. in the case of violation of rights to protection of personality or intellectual property rights), in particular to law enforcement, court, etc.;
 - The Seller will not publish the personal data of the Buyer;
 - The Seller has informed the Buyer of his rights as the person concerned, resulting in particular from Section 28 of Act No. 122/2013 Coll.
- 9.4 Buyer has the right, upon written request, to require from the Seller:
- 9.4.1 Confirmation whether or not his personal data is processed;
- 9.4.2 Information provided in a generally understandable form on the processing of personal data in the information system, and to familiarize himself with the processing and evaluating of the operations;
- 9.4.3 Precise information in a generally understandable form about the source from which the Seller has obtained his personal data for processing;
- 9.4.4 In a generally understandable form, a list of his personal data which is the subject of the processing;
- 9.4.5 Correction or deletion of his incorrect, incomplete or out-of-date personal data that is being processed;
- 9.4.6 Deletion of his personal data whose purpose of processing has ended;
- 9.4.7 Deletion of his personal data that is subject to processing if the law has been violated;
- 9.4.8 Blocking his personal data for revocation of consent prior to the expiration of its validity if the Seller processes personal data subject to the consent of the person concerned.

9.5 Buyer, upon written request, has the right to object to the Seller against:

9.5.1 The processing of his personal data which he considers to be or will be processed for direct marketing purposes without his consent and request their deletion;

9.5.2 Use of personal data in the scope - title, first name, surname and address - for direct marketing in postal communication

9.5.3 The provision of personal data in the scope - title, first name, last name and address - for direct marketing purposes.

10. Withdrawal from the Purchase Contract

10.1. The Seller is entitled to withdraw from the Purchase Contract due to the unavailability of the products or for reasons of force majeure or if, even if the Seller makes all the efforts that can be fairly demanded from them, the Seller is not able to deliver the products to the customer within the term specified by the General Terms and Conditions or in the price, which is listed in the online store. The Seller is required to immediately inform the Buyer and return the prepayment already paid for the products agreed in the Purchase Contract within 15 days of the notice of withdrawal by transfer to the account specified by the Buyer.

10.2. The Buyer is entitled to withdraw from the Purchase Contract within 14 working days from taking over the products without giving any reason in accordance with the provisions of Sec. 12 Subs. 1 of Act No. 108/2000 Coll. on consumer protection in the case of door-to-door sales and mail order sales as amended (hereinafter referred to as the "Consumers Consignment Sales Law").

10.3. The Buyer, by sending an order to the Seller, confirms that the Seller has timely and properly fulfilled the information obligations in accordance with Section 10 of the Consumers Consignment Sales Law.

10.4. Withdrawal from the Purchase Contract must be done in writing by the Buyer in the form filled in, the form of which shall be determined by the Seller and which shall be placed on the website of the Seller.

10.5. Withdrawal from the Purchase Contract according to the preceding paragraph of these General Terms and Conditions shall include the Buyer's identification, the order number and date, the exact specification of the products, the manner in which the Seller shall return the already accepted payment, in particular the account number and / or the postal address. At the same time, together with the withdrawal from the Purchase Contract, the Buyer is obliged to deliver to the Seller the products together with accessories, including documentation, instructions, warranty card, proof of payment, etc. in the original packaging through an insured delivery service.

10.6. In the event that the Buyer withdraws from the Purchase Contract and delivers the product to the Seller that has not been used, is in an undamaged original packaging, and is not damaged or incomplete, the Seller shall return to the Buyer the already paid Purchase Price for the products specified in the binding acceptance of the order or its part thereof within 15 days of the delivery of the withdrawal from the Purchase Contract and delivery of the products to the Seller by non-cash transfer to the Buyer's account designated by the Buyer.

10.7. In the event that the Buyer withdraws from the Purchase Contract and delivers to the Seller the products that are used and are damaged or incomplete, the Seller shall return to the Buyer the already paid Purchase Price for the products stated in the binding acceptance of the order or its part thereof reduced, in accordance with the Section 457 of the Civil Code, by the value of its wear and tear in the amount of 1% of the total Purchase Price of the products for each day of use of the products and the value of repairing and putting the products back to their original state within 15 days from the delivery of the withdrawal from

the Purchase Contract and delivery of the products to the Seller by wire transfer to the Buyer's account.

10.8. The Buyer shall bear the cost of returning the products.

10.9. In the event that the Buyer fails to comply with any of the obligations set out in clauses 10.4 and 10.5 of these General Terms and Conditions, withdrawal from the Purchase Contract is not valid and effective and the Seller is not obliged to return the Purchase Price to the Buyer and is also entitled to the cost of shipping the goods back to the Buyer.

11. Final provisions

11.1. The Seller reserves the right to change these General Terms and Conditions. The obligation to notify in writing the changes to these General Terms and Conditions is met by placing on the Seller's e-commerce website.

11.2. Where the Purchase Contract is concluded in writing, any change to this Contract shall also be in writing.

11.3. In the event of any doubt, the parties agree that the term "period of use" shall mean the period from the delivery of the products to the Buyer according to point 5.7. of these General Terms and Conditions until the date of delivery of the products to the Seller pursuant to Clause 11.4. of these General Terms and Conditions.

11.4. The parties agree that communication between them will be in the form of e-mail messages.

11.5. The relevant provisions of the Civil Code, the Act, Act No. 22/2004 Coll. on electronic commerce and on amending Act No. 128/2002 Coll. on state control of the internal market in consumer protection matters and on the amendment of some laws, as amended by Act No. 284/2002 Coll. as amended and the Consumers Consignment Sales Law.

11.6. These General Terms and Conditions become effective towards the Buyer by entering into a Purchase Contract.

11.7. By sending the order, the Buyer confirms that he has read and agrees to these General Terms and Conditions in full.