

GENERAL TERMS AND CONDITIONS

These general terms and conditions (the "**Terms**") regulate the rights and obligations of you, as buyers and us as the seller, or trader within the framework of contractual relationships concluded through distance communication (without the simultaneous physical presence of the buyer and the seller), specifically through the E-shop on the website <https://www.gauchitto.sk/> (particularly through the use of online interface, electronic mail, telephone, addressed letter or offer catalogue).

All information about the processing of your personal data is contained in the principles of personal data processing, which you can find in the Principles of Personal Data Processing here <https://www.gauchitto.sk/obchodne-podmienky/>.

Individual arrangements between the buyer and the seller contained in the Order take precedence over these Terms in case of conflict.

1. Definitions

1. **Price** is the final financial amount (price) per unit of product or for a specified quantity of product, which you will pay for the Goods. The Seller is not a VAT payer, therefore the final Price is without VAT.
2. **Delivery Price** is the financial amount which you will pay for the delivery of the Goods, including the price for its packaging, transport, postage or other fees.
3. **Total Price** is the sum of the Price and the Delivery Price, cash on delivery costs, and possibly other costs and fees, if these could not be determined in advance. The Seller is not a VAT payer, therefore the final Total Price is without VAT.
4. **VAT** is value added tax according to valid legal regulations.
5. **E-shop** is the internet shop operated by us at the address <https://www.gauchitto.sk/>, where the purchase of Goods will take place.
6. **Invoice** is a tax document issued in accordance with the law (especially on value added tax) for the Total Price.
7. **We** are the company **Gauchitto s. r. o.**, with registered seat at **Križna 4085/20, 811 07 Bratislava - city district Staré Mesto**, Company ID No. **57 340 951**, registered in the Commercial Register maintained by the District Court **Žilina**, Section **Sro**, Insert No. **89421/L**, e-mail info@gauchitto.sk, telephone number **00421914 354 038**, designated by legal regulations as the seller and/or trader; For the avoidance of doubt, we are not online marketplace operators, and therefore we are not persons who operate and provide Consumers with an online marketplace, including through a third party, and therefore special information obligations under § 16 and § 17 of the Consumer Protection Act do not apply to us.
8. **Order** is your irrevocable proposal to conclude a Contract for the purchase of Goods with us.

9. **Entrepreneur** is a) a person registered in the Commercial Register, b) a person who conducts business on the basis of a trade license, c) a person who conducts business on the basis of authorization other than a trade license according to special regulations, d) a natural person who carries out agricultural production and is registered in the register according to special regulations.
10. **Consumer** is a natural person who, in connection with a consumer contract, an obligation arising from it, or in a commercial practice, does not act within the framework of their business activity or profession.
11. **Consumer Purchase Contract** is a purchase contract concluded between a trader as the seller and a Consumer as the buyer, if the subject of the purchase is any movable thing, even if the thing is yet to be produced or made, including according to the buyer's specifications.
12. **Payment Method** may be in the form of payment by payment card, bank transfer or cash on delivery. In case of using the Cash on Delivery logistics service, the actual costs of the seller for this transaction may be charged.
13. **Goods** is everything you can purchase on the E-shop.
14. **User Account** is an account established based on the data you provide, which enables the storage of entered data and the preservation of the history of ordered Goods and concluded contracts.
15. **You** are a person purchasing on our E-shop, designated by legal regulations as the buyer. If you provide your identification number (Company ID) in the order, you acknowledge that the provisions of these Terms that are specifically designated for Entrepreneurs will apply to you, as well as mutually agreed conditions between us.
16. **Contract** is a purchase contract agreed on the basis of a duly completed Order sent through the E-shop, and is concluded at the moment when you receive confirmation of the Order from us.
17. **Distance Contract** is a contract between a trader and a Consumer agreed and concluded exclusively through one or more means of distance communication without the simultaneous physical presence of the trader and the Consumer, particularly through the use of online interface, electronic mail, telephone, fax, addressed letter or offer catalogue ("Contract").
18. **Civil Code** is the Slovak Act No. 40/1964 Coll. as amended.
19. **Consumer Protection Act** is the Slovak Act No. 108/2024 Coll. on consumer protection and on amendments to certain acts.

2. General Provisions and Information

1. The purchase of Goods is only possible by submitting an order through the web interface of the E-shop with its subsequent e-mail confirmation by us as the seller.

2. When purchasing Goods, it is your obligation to provide us with all information correctly, completely and truthfully. The information that you provided to us as a buyer when ordering Goods will be considered by us to be correct, complete and truthful.

3. Conclusion of Contract

1. A Contract with us can only be concluded in the Slovak language.
2. The Contract is concluded at a distance through the submission of an order in the E-shop and the subsequent confirmation of the Order by the seller sent by e-mail, whereby the costs for the use of means of communication that you use when concluding the Distance Contract are paid by you. These costs do not increase the Total Price of the Goods, nor do they differ in any way from the basic rate you pay for using these means (i.e., especially the standard tariff for internet connection, standard call), so you do not need to expect any additional costs charged by us above the Total Price. By sending the Order, you agree to the use of means of distance communication.
3. In order for us to conclude the Contract, it is necessary for you to create an Order proposal on the E-shop. The following data must be included in this proposal:
 - a. Information about the purchased Goods (on the E-shop you mark the Goods in which you are interested in purchasing by pressing the button "Add to Cart");
 - b. Information about the Price, Delivery Price, VAT, method of payment of the Total Price and the required method of delivery of the Goods; this information will be entered as part of creating the Order proposal within the user environment of the E-shop, whereby information about the Price, Delivery Price, costs in case of cash on delivery, VAT and Total Price will be automatically stated by us in the Order proposal based on the Goods you have chosen and the method of its delivery;
 - c. Your identification data serving for us to deliver the Goods, especially to the extent of name, surname, delivery address, telephone number and e-mail address.
4. During the creation of the Order proposal, you can change and check the data until the time of its submission.
5. Before submitting the Order, you must duly familiarize yourself with the Terms and Principles of Personal Data Processing and express your consent to their wording by confirming the designated checkbox, otherwise it will not be possible to create the Order. After checking the Order by pressing the button "Order with Payment Obligation" you submit the Order directly to us.
6. We will confirm receipt of your Order to you as soon as possible after it is delivered to us, by a message about its receipt sent to your e-mail address entered in the Order.

Part of the confirmation will be a summary of the Order and these Terms. Subsequently, confirmation of the Order from our side leads to the conclusion of the Contract between us and you, unless this confirmation states that the Ordered Goods cannot be delivered. The Terms in the wording effective on the day of sending the Order form an integral part of the Contract.

7. Cases may also arise when we will not be able to confirm the Order to you (especially situations when the Goods are not available or cases when you order a larger number of pieces of Goods than is enabled by us). However, we will always provide you with information about the maximum number of pieces of Goods within the E-shop in advance and it should therefore not be surprising for you. In the event that any reason arises for which we cannot confirm the Order, we will contact you and send you an offer to conclude a Contract in a modified form compared to the Order. The Contract is in such a case concluded at the moment when you confirm our offer.
8. In the event that an obviously incorrect Price is stated within the E-shop or in the Order proposal, especially as a result of a technical error, we are not obliged to deliver the Goods to you at this Price, even in the event that you received confirmation of the Order and thus a Contract was concluded. In such a situation, we will contact you without delay and we will in such a case be entitled to withdraw from the Contract, whereby we will send this withdrawal from the Contract to you together with an offer to conclude a new Contract in a modified form compared to the Order. A new Contract is in such a case concluded at the moment when you confirm our offer. In the event that you do not confirm our offer even within 3 days of its dispatch, we are entitled to withdraw from the concluded Contract. An obvious error in the Price is considered, for example, a situation when the Price quite obviously does not correspond to the usual price of other sellers at the time of creating the Order or a digit in the Price is quite obviously missing or added.
9. By concluding the Contract, you as the buyer have an obligation to pay the Total Price in accordance with the Order confirmed by us.
10. In the event that you have an established User Account, you can make an Order through it. Even in such a case, however, you have the obligation to check the correctness, truthfulness and completeness of the pre-filled data. However, the method of creating an Order is identical to the case of a buyer without a User Account, the advantage however is that it is not necessary to repeatedly fill in your identification data.
11. In some cases, we enable the use of a discount for the purchase of Goods. To provide a discount, it is necessary for you to fill in data about this discount in the designated field within the Order proposal. If you do so, the Goods will be provided to you with a discount in accordance with the conditions of its provision.

4. User Account

1. Based on your registration within the E-shop, you can access your User Account.

2. When registering a User Account, it is your obligation to state all entered data correctly and truthfully and to update them in case of change.
3. Access to the User Account is secured by a username and password. You have the obligation to maintain confidentiality about these access data and not to provide this data to anyone. In the event that they are misused, we bear no responsibility for it.
4. You are not authorized to provide the User Account for its use by third parties.
5. We are entitled to cancel your User Account, especially in the event that you do not use it for longer than a year, after your withdrawal from the Contract or in the event that you violate your obligations under the Contract.
6. The User Account may not be available continuously, especially with regard to necessary maintenance of hardware and software equipment.

5. Price and Payment Conditions, Retention of Title

1. The Price is always stated within the E-shop, in the Order proposal and in the Contract. In case of conflict between the Price stated for the Goods within the E-shop and the Price stated in the Order proposal, the Price stated in the Order proposal will apply, which after confirmation by the Seller will always be identical to the price in the Contract. Within the Order proposal, the Delivery Price is also stated, or conditions when delivery is free.
2. The Total Price according to point 1.4 is stated without VAT, as the Seller is not a VAT payer. The Total Price includes all fees determined by special legal regulations.
3. We will require payment of the Total Price from you no later than before handing over the Goods. You can make payment of the Total Price in the following ways:
 - a. By bank transfer. We will send you information for making the payment as part of the confirmation of the Order.
 - b. By card online. In such a case, payment takes place through a payment gateway. Payment is governed by the conditions of the operator of this payment gateway ShoptetPay [General Terms and Conditions of the Shoptet Pay service -- Shoptet Pay](#).
 - c. Cash on delivery. In such a case, payment will occur upon delivery of the Goods in exchange for handing over the Goods. In case of cash on delivery payment, the Total Price is payable upon receipt of the Goods.
 - d. In cash upon personal collection. Cash payment of Goods is possible in case of collection at our establishment. In case of cash payment upon personal collection, the Total Price is payable upon receipt of the Goods.
4. The Invoice, or accounting document, will be issued in electronic form after delivery of goods and will be sent to your e-mail address stated in the Order.

5. Ownership rights to the Goods pass to you only after you pay the Total Price and the Goods are delivered to you. In case of payment by bank transfer, the Total Price is paid by crediting the funds to our account, in case of card payment it is paid at the moment of making the payment.

6. Delivery of Goods, Transfer of Risk of Accidental Destruction and Accidental Deterioration and Loss of the Subject of Purchase

1. The Goods will be delivered to you in the manner according to your choice from the options available on the E-shop.
2. We are obliged to deliver the Goods to you without delay, but no later than within 30 days from the day of conclusion of the Contract, unless we agree otherwise. The Goods are delivered at the moment when you take them over or they are taken over by a person designated by you, or when we hand them over to a carrier whom you commissioned outside the transport options that we offered to you.
3. During the fulfillment of the Contract, such facts may arise that will affect the delivery date of the Goods ordered by you. We will inform you by e-mail without delay about the change in delivery date and about the new expected delivery date of the ordered Goods, whereby your right to withdraw from the Contract is not affected by this. Part of our notification about the new delivery date of the Goods is also our request addressed to you to express whether you insist on delivery of the Goods ordered by you in the new date. In case of personal collection at our establishment, we will always inform you about the possibility of collecting the Goods by e-mail.
4. When taking over the Goods from the carrier, it is your obligation to check the integrity of the packaging of the Goods and in case of any damage to immediately report this fact to the carrier and to us. In the event that damage to the packaging occurred that indicates unauthorized handling and entry into the shipment, it is not your obligation to take over the Goods from the carrier.
5. You are obliged to take over the Goods at the agreed place and time. If you do not take over the delivered Goods according to the previous sentence, we will notify you by e-mail where you can take over the Goods, including the deadline for its collection, or we will deliver the Goods to you again based on your written request sent no later than within 14 days from when you were supposed to take over the Goods, whereby you undertake to reimburse us for all costs associated with repeated delivery of the Goods at your request. In the event of violation of the obligation to take over the Goods, with the exception of cases according to point 6.4 of these Terms, this does not result in violation of our obligation to deliver the Goods to you. Upon violation of the obligation to take over the Goods, we have the right to withdraw from the Contract due to your substantial breach of the Contract. If we decide to exercise this right, the withdrawal is effective on the day when we deliver this withdrawal to you. Withdrawal from the Contract does not affect the claim for compensation of damage incurred in the amount of actual costs for the attempt to deliver the Goods at your request, or additional claim for damage compensation, if it objectively arises.

6. If, for reasons arising on your side, the Goods are delivered repeatedly or in a different manner than was agreed in the Contract, it is your obligation to reimburse us for costs associated with this repeated delivery at your request. Payment data for payment of these costs will be sent to you to your e-mail address stated in the Contract and are payable within 14 days of delivery of the e-mail.
7. The risk of accidental destruction, accidental deterioration and loss of the Goods passes to you at the moment of delivery of the Goods. In the event that you do not take over the Goods or refuse to take them over, with the exception of cases according to point 6.4 of these Terms, the risk of accidental destruction and accidental deterioration and loss of the Goods passes to you at the moment when you had the possibility to take it over, but due to reasons on your side the takeover did not occur. The transfer of risk of accidental destruction and accidental deterioration and loss of the Goods means for you that from this moment you bear all consequences associated with the loss, destruction, damage or any devaluation of the Goods.

7. Rights from Liability for Defects

7.1. Introductory Provision on Liability for Defects

1. In the event that you are an Entrepreneur, we undertake to deliver the Goods to you in the agreed quality, quantity and without defects.
2. In the event that you are a Consumer, we undertake to deliver the Goods to you in accordance with agreed requirements (especially corresponding to the description, type, quantity, quality and ability to fulfill functions defined in the Contract) and with general requirements (especially suitable for the purpose for which things of the same type are commonly used, corresponding to the description and quality that was presented by the Seller before concluding the Contract, in quantity, quality and with properties to maintain their functionality during normal use, which is common for things of the same type and which the buyer can reasonably expect with regard to the nature of the sold Goods taking into account our public statement or the statement of another person in the same supply chain), presented properties of the Goods ordered by you on our E-shop or on our promotional materials in relation to the delivered Goods, and without defects. The Goods need not be in accordance with general requirements (§ 617 of the Civil Code), if when concluding the Contract we expressly informed you that a certain property does not correspond to such general requirements and you expressly and specifically agreed to this.
3. We are liable for defects that the Goods have upon their delivery to the extent of our obligation stated in Art. 7.1.1. or 7.1.2. of these Terms.
4. If you are an Entrepreneur, we are not liable for defects of the Goods in the following cases:

- a. if you were informed about existing defects or you must have known about the defects based on the circumstances of concluding the Contract and these defects are not in conflict with the agreed properties of the Goods;
 - b. if defects of the Goods arose after (i) you took over the Goods, provided that the defects did not arise by breach of our obligations or (ii) you had the possibility to take over the Goods according to Art. 6 of these Terms and without legal reason you refused to take over the Goods or you did not take over the Goods;
 - i. if you did not assert obvious defects of the Goods in time according to Art. 7.3.1. of these Terms;
 - ii. if you did not assert hidden defects of the Goods in time according to Art. 7.3.2. of these Terms;
 - iii. for used Goods we are not liable for defects arising from their use or wear. For Goods sold at a lower price, we are not liable for defects for which a lower price was agreed.
5. If you are a Consumer, we are not liable for defects and properties of the Goods in cases if:
- a. you did not assert defects of the Goods in time within the period stated in point 7.4.1. of these Terms;
 - b. the properties of the Goods do not correspond to general requirements according to § 617 of the Civil Code, whereby you were clearly informed by us in writing about this fact and you specifically expressed explicit written consent to the stated non-compliance;
6. The general warranty period is 24 months. The warranty period begins to run from the moment of taking over the Goods from your side.
7. If there is a replacement of the Goods, the warranty period begins to run again from the takeover of the new Goods from your side.
8. Your rights from liability for defects of the Goods for which the warranty period applies expire if you do not exercise them within the warranty period. However, rights from liability for defects for Goods that spoil quickly must be exercised no later than the day following the purchase, otherwise your rights expire.

7.2. Defects of Goods

The sold Goods have defects if they are not in accordance with agreed requirements and general requirements according to the points above or if their use is prevented or limited by the rights of a third party including intellectual property rights. We guarantee that at the time of transfer of risk of accidental destruction and accidental deterioration and loss of the Goods according to point 6.7 of the Terms, the Goods are without defects.

7.3. Conditions for Asserting Rights from Liability for Defects (Complaints) Specifically for Entrepreneurs

1. It is your obligation to notify and assert a defect without undue delay after you could have discovered it, but no later than within 3 days of taking over the Goods.
2. You are obliged to assert the right from liability for other defects (hidden) in the manner according to point 7.5.1. below without undue delay after you discovered the defect on the Goods, but no later than by the expiration of the warranty period.
3. If the Goods are delivered to you in damaged or broken packaging or the shipment is obviously too light, we ask you not to accept such Goods from the transport company and to immediately report this fact to us on our telephone number or by e-mail to info@gauchitto.sk. In case of discovering obvious defects (e.g., mechanical damage), you are obliged to submit a complaint without undue delay in the manner according to point 7.5.1. below. We will not consider a complaint submitted later due to obvious defects on the Goods, including defects consisting in incompleteness of the Goods.
4. The warranty applies to all defects of the Goods described in point 7.2. and/or in conflict with our obligation in point 7.1.1a. of these Terms.
5. You are not entitled to assert a right from liability for a defect in the event that (i) we are not liable for defects in the sense of point 7.1.5. of these Terms or (ii) according to the legal regulation valid and effective at the time of concluding the Contract or (iii) if you knew about the defect before taking over the Goods, or we informed you about it or (iv) you were provided with a reasonable discount from the Price of the Goods for this reason.

7.4. Conditions for Asserting Rights from Liability for Defects (Complaints) Specifically for Consumers

1. You have the right to assert your rights from liability for defects that occur in the taken-over Goods within 2 months of discovering the defect, but no later than within 24 months of delivery of the Goods.
2. If the Goods are delivered to you in damaged or broken packaging or the shipment is obviously too light, we recommend that you not accept such Goods from the transport company and that you immediately report this fact to us on our telephone number or by e-mail to info@gauchitto.sk. If you decide to accept such a shipment, you are obliged to check it in the presence of the carrier and ensure that no items of Goods are missing and that all items of Goods are in order. If you find, during the inspection of the shipment according to the previous sentence, that the condition or number of items of ordered Goods is not in accordance with what you ordered, we recommend that you write a Record of Damage to the Shipment with the carrier or assert such a deficiency in the carrier's acceptance protocol.
3. In case of subsequent discovery of obvious defects after taking over the Goods (e.g., mechanical damage, missing Goods or its items, incorrect Goods or its items), we

ask you to submit a complaint without undue delay in the manner according to point 7.5.1. below. We are entitled to refuse a complaint submitted later due to obvious defects on the Goods, including defects consisting in incompleteness of the Goods.

4. You are not entitled to assert a right from liability for defects in the event that we are not liable for defects in the sense of point 7.1.6. of these Terms or according to the legal regulation valid and effective at the time of concluding the Contract.
5. You are entitled to assert the right from liability for defects in the manner according to point 7.5.1. and within the period stated in point 7.4.1 of these Terms.

7.5. Assertion of Rights from Liability for Defects (Complaints)

1. In the event that the Goods will have a defect, i.e., especially if one of the conditions according to point 7.1.1. and/or 7.1.2. is not fulfilled, you can notify us of such a defect and assert rights from liability for defects (i.e., make a complaint about the Goods) by sending an e-mail or letter to our addresses stated in our identification data. For the complaint you can also use the sample form provided by us, which forms Annex No. 1 of these Terms.
2. In your notification by which you assert a complaint, state especially the description of the defect of the Goods and your identification data, including the e-mail to which you wish to receive notification about the method of handling the complaint, and also state which of the claims from liability for defects, specified in points 7.6.3. to 7.6.8., you are asserting.
3. When asserting a complaint, present to us also proof of purchase of the Goods, for the purpose of proving its purchase from us, otherwise we are not obliged to acknowledge your complaint.
4. The day of asserting the complaint is considered the day of delivery of the defective Goods together with the relevant documents (according to point 7.5.3). In the event that your submission by which you assert a complaint is incomplete (especially illegible, unclear, incomprehensible, does not contain required documents, etc.), we will request in writing, especially by e-mail, that you supplement the submitted complaint. In this case, the complaint procedure begins on the day of delivery of your supplemented submission.
5. When your complaint or your supplement to the submitted complaint is delivered to us, we will immediately issue you written confirmation of receipt of the complaint, or confirmation of asserting a defect. In the confirmation we will state the shortest possible period determined according to point 7.6.1., in which we will remove the asserted defect of the Goods.
6. If you do not supplement the submitted complaint in the sense of point 7.5.4. of this article without undue delay, no later than within 10 days from the day of delivery of our request according to point 7.5.4. of this article, we will consider your submission to be unfounded and if the required missing information, for the

supplementation of which you were requested, is necessary for handling the complaint, we may decide not to deal with such an incomplete complaint.

7.6. Handling of Complaints

1. Based on your decision, which of the methods of removing the defect specified in point 7.6.3. and 7.6.4. to 7.6.8. you are asserting, we will remove the defect within a reasonable period that we need to assess the defect and to repair or replace the thing taking into account the nature of the thing and the nature and seriousness of the defect, and which will not exceed more than 30 days from the day of asserting your complaint, or from the day of asserting the defect. We do not provide a consumer guarantee according to § 626 of the Civil Code. We are not obliged to accept the method of removing the defect chosen by you if the method chosen by you is not possible or would cause us disproportionate costs taking into account the Price of the Goods and the seriousness of the defect.
2. Only in exceptional cases and for objective reasons can we extend the period for removing the defect stated in the confirmation of receipt of asserting a defect by the shortest time necessary to remove the defect. We will inform you in writing about such an extension of the period for removing the defect.
3. If it is a defect that we can remove by its repair, you have the right for the defect to be repaired free of charge, in time and properly at our expense.
4. Instead of removing the defect by its repair, you may demand replacement of the Goods.
5. Instead of removing the defect of the Goods by its repair, we can always replace the defective Goods with defect-free ones, if this does not cause you serious difficulties.
6. After the expiration of the period for removing the defect according to point 7.6.1., if the defect is not removed, you have the right to a reasonable discount from the Price of the Goods or you can withdraw from the Contract. You have the same rights also in cases if we do not repair the defect or do not replace the Goods, we refuse to repair or replace the Goods on the grounds that repair or replacement is not possible or would require disproportionate costs, the Goods continue to have the same defects despite its repair or replacement, or we inform you that the defect cannot be repaired or the Goods replaced within a reasonable period or without causing you serious difficulties. The discount from the purchase price must be reasonable to the difference in value of the sold Goods and the value that the Goods would have if they were without defects. We will pay you the purchase price or payment of the discount from the purchase price in the same manner that you used when paying the purchase price, unless we expressly agree on another method of payment. We bear all costs associated with the payment.
7. You cannot withdraw from the Contract according to point 7.6.6 if you contributed to the creation of the defect or if the defect is negligible. If the Contract concerns multiple Goods, you can withdraw from the Contract only in relation to the defective Goods. In relation to the remaining Goods, you can withdraw from the Contract

only if it cannot be reasonably expected that you will be interested in keeping the remaining Goods without the defective Goods.

8. If it is a defect of the Goods that cannot be removed and that prevents you from being able to properly use the Goods as Goods without a defect, you have the right to replacement of the Goods or you have the right to withdraw from the Contract. The same rights belong to you if it is a removable defect, but you cannot properly use the Goods due to the third occurrence of the same defect after repair or due to a larger number of defects.
9. We will handle your complaint, or assertion of a defect, by handing over the repaired Goods, replacement of the Goods, payment of a reasonable discount from the Price of the Goods, or written reasoned refusal of liability for defects, when refusing your complaint.

7.7. Applicable Law

If you are a Consumer, assertion of rights from liability for defects of the Goods is governed by the provisions of § 619 et seq. of the Civil Code and the Consumer Protection Act in its valid wording. If you are an entrepreneur, assertion of rights from liability for defects is governed by the provisions of the Commercial Code.

7.8. Expert Opinion

If we refuse liability for defects, or refuse your complaint, you have the right to turn to an accredited person, authorized person or notified person (e.g., expert, authorized, accredited or notified person, authorized service, scientific institution, etc.), to provide you with an expert opinion or professional statement by which you prove our liability for defects of the Goods.

7.9. Repeat Complaint

In the event that you prove our liability for defects of the Goods according to point 7.8., you have the possibility to assert defects of the Goods to us repeatedly, whereby it applies that we cannot refuse this liability and therefore we will be obliged to deal with your complaint again.

7.10. Expert Opinion Costs

The costs associated with obtaining an expert opinion or professional statement according to point 7.8. of these Terms are borne by us, but you must assert them with us no later than within 2 months of handling the repeat complaint.

7.11. Information Obligation

We have hereby duly informed you about your rights related to the assertion of liability for possible defects of the Goods. By sending the Order, you confirm that you had the opportunity in advance and duly before its sending to read the conditions of complaint of the Goods and you understand them.

8. Withdrawal from Contract

8.1. General Provision

Withdrawal from the Contract, i.e., termination of the contractual relationship between us and you from its beginning, may occur for reasons and in the ways stated in this article, or in other provisions of the Terms in which the possibility of withdrawal is expressly stated.

8.2. Consumer Right of Withdrawal

In the event that you are a Consumer, you have in accordance with the provision of § 20 of the Consumer Protection Act the right to withdraw from the Contract without stating a reason within 14 days from the day of taking over the Goods, or concluding the Contract whose subject is the provision of service. In the event that we concluded a Contract whose subject is several types of Goods or delivery of several parts of Goods, this period begins to run only on the day of taking over the last part of the Goods, and in the event that we concluded a Contract on the basis of which we will deliver Goods to you regularly and repeatedly, it begins to run on the day of taking over the first delivery. You can withdraw from the Contract in any demonstrable way (especially by sending an e-mail or letter to our addresses stated in our identification data in the Terms). For withdrawal you can also use the sample form provided by us, which forms Annex No. 2 of the Terms. You are entitled, after fulfilling the conditions of the Contract and these Terms, to withdraw from the Contract only in relation to specific Goods or Goods if we delivered or provided multiple Goods based on the Contract. The effects of withdrawal from the Contract also apply to any supplementary contract to the Contract, this does not apply if we expressly agree otherwise. After receiving notification of withdrawal from the Contract, we will immediately provide you by e-mail or on a durable medium with our confirmation of its delivery.

8.3. Consumer Withdrawal Due to Late Delivery

In the event that you are a Consumer and we do not deliver the Goods to you in time, you are entitled to withdraw from the Contract even without providing an additional reasonable period according to § 517 paragraph 1 of the Civil Code, if (i) we refuse to deliver the Goods to you, (ii) timely delivery was extremely important with regard to all circumstances of concluding the Contract, (iii) you notified us before concluding the Contract that timely delivery is extremely important.

8.4. Exceptions to Consumer Right of Withdrawal

Even as a Consumer, however, you cannot withdraw from the Contract in cases when the subject of the Contract is:

1. provision of service, if complete provision of service occurred and the provision of service began before the expiration of the period for withdrawal from the Contract with your express consent and at the same time you declared that you were duly informed that by expressing consent you lose the right to withdraw from the Contract after complete provision of service, if according to the Contract you are obliged to pay the Price;

2. sale of Goods whose Price depends on the movement of prices on the financial market, which we cannot influence and which may occur during the running of the period for withdrawal from the Contract;
3. sale of alcoholic beverages whose Price was agreed at the time of concluding the Contract, whereby their delivery can be carried out no earlier than after 30 days and their Price depends on the movement of prices on the market which we cannot influence;
4. sale of Goods that were made according to your specifications or that were produced for you to measure;
5. sale of Goods that are subject to rapid decrease in quality or deterioration and Goods that were inseparably mixed with others after delivery;
6. sale of Goods closed in protective packaging that is not suitable to return for reasons of health protection or for hygienic reasons and whose protective packaging was broken after delivery;
7. sale of audio recordings, image recordings, audiovisual recordings or software sold in protective packaging, if the original packaging was broken after delivery of the Goods;
8. sale of periodicals with the exception of sale based on a subscription contract;
9. delivery of digital content, if it was not delivered on a tangible medium and was delivered with your prior express consent before the expiration of the period for withdrawal from the Contract and we notified you that you do not have the right to withdraw from the Contract.

8.5. Period Preservation

The period for withdrawal according to Art. 8.2 of the Terms is considered preserved if you send us notification during it (no later than on its last day) that you are withdrawing from the Contract.

8.6. Price Refund

In case of withdrawal from the Contract, the Price will be returned to you within 14 days from the day of delivery of notification of withdrawal to your bank account from which it was credited, or to your bank account chosen in the withdrawal from the Contract. However, the amount will not be returned sooner than you return the Goods to us or prove that it was sent back to us. Please return the Goods to us clean, if possible including the original packaging.

8.7. Return of Goods

In case of withdrawal from the Contract according to Art. 8.2 of the Terms, you are obliged within 14 days of withdrawal to send us the Goods, hand over the Goods to us or to a person authorized by us to take over the Goods, whereby you bear the costs of returning the Goods

to us. This does not apply if we agree that we will pick up the Goods personally or through a person authorized by us. The period is preserved if the Goods were handed over for transport no later than on the last day of the period. You, on the other hand, have the right for us to return to you the Delivery Price, but only to the extent corresponding to the cheapest method of delivery of the Goods that we offered for delivery of the Goods. If the subject of the Contract from which you are withdrawing is the provision of service, you are obliged to pay us the Price for actually provided performance until the day of delivery of notification of withdrawal from the Contract, if you gave express consent to the commencement of provision of service before providing performance.

8.8. Liability for Damage

You are liable for damage in cases when the Goods will be damaged as a result of your handling of them differently than it is necessary to handle them with regard to their nature and properties. The caused damage will in such a case be invoiced to you after the Goods are returned to us and the maturity of the invoiced amount is 14 days.

8.9. Our Right to Withdraw

We are entitled to withdraw from the Contract due to sold out stock, unavailability of Goods, or if the manufacturer, importer or supplier of the Goods agreed in the Contract interrupted production or performed substantial changes that made realization of fulfillment of our obligations from the Contract impossible, or for reasons of force majeure, or if even with exerting all our effort that can be fairly demanded from us, we are not able to deliver the Goods to you within the period determined by these Terms. In these cases, we are obliged to inform you about this fact without undue delay and return to you the already paid Total Price for the Goods, within 14 days from the day of notification of withdrawal from the Contract. We will return the paid Total Price for the Goods to you in the same manner in which you paid the Total Price, whereby the right to agree with you on another method of returning payment is not affected by this, if no additional fees will be charged to you in connection with this.

8.10. Withdrawal for Non-Collection

We are entitled to withdraw from the Contract also in the event that you did not take over the Goods within 5 working days from the day when your obligation to take over the Goods arose.

9. Submission of Suggestions and Complaints

1. As a Consumer, you are entitled to submit suggestions and complaints in writing, through e-mail to: info@gauchitto.sk.
2. We will inform you about the assessment of the suggestion or complaint by e-mail sent to your e-mail.
3. The supervisory body is especially the Slovak Trade Inspection (*SOI*), Inspectorate of SOI for the Bratislava Region, with seat: Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, tel. No. 02/58 27 21 04.

4. If you are not satisfied with the handling of your suggestion or complaint, you can submit a suggestion to carry out an inspection electronically through the platform available on the website <https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>.

10. Alternative Dispute Resolution with Consumers

1. You have the right to turn to us with a request for remedy, through e-mail sent to: info@gauchitto.sk, if you are not satisfied with the way in which we handled your complaint or if you believe that we violated your rights. If we respond to your request negatively or do not respond to it within 30 days of its dispatch, you have the right to submit a proposal to start alternative dispute resolution to an alternative dispute resolution entity ("Entity") according to Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain acts, as amended ("Act on Alternative Dispute Resolution").
2. Entities are bodies and authorized legal persons according to § 3 of the Act on Alternative Dispute Resolution and their list is published on the website of the Ministry of Economy of the Slovak Republic. <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>.
3. You can submit the proposal in the manner determined according to § 12 of the Act on Alternative Dispute Resolution.
4. Furthermore, you have the right to start out-of-court dispute resolution online through the ODR platform available on the website https://ec.europa.eu/commission/presscorner/detail/sk/IP_16_297, or <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK>.

11. Final Provisions

1. We will deliver all written correspondence with you by electronic mail. Our e-mail address is stated in our identification data. We will deliver correspondence to your e-mail address stated in the Contract, in the User Account or through which you contacted us.
2. The Contract can be changed only on the basis of our written agreement. However, we are entitled to change and supplement these Terms, but this change will not affect already concluded Contracts, but only Contracts that will be concluded after the effectiveness of this change.
3. The Contract is concluded in the Slovak language, according to Slovak legal regulations, for a definite period from the day of its conclusion until the day of proper delivery of the Goods to the buyer, whereby its termination does not affect rights and obligations arising from it which by their nature are to last even after the termination of the contract, such as liability for defects.

4. In case of force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, outages of subcontractors, etc.), we do not bear responsibility for damage caused as a result of or in connection with cases of force majeure or unforeseeable events, and if this state lasts for a period longer than 10 days, both we and you have the right to withdraw from the Contract in writing.
5. An integral annex to the Terms is the sample form for complaint (Annex No. 1) and the sample form for withdrawal from the Contract together with information (Annex No. 2).
6. The Contract including the Terms is archived in electronic form with us, but is not accessible to you. However, you will always receive these Terms and confirmations of the Order with a summary of the Order by e-mail and you will therefore always have access to the Contract even without our cooperation. We recommend always saving the confirmation of the Order and the Terms.
7. No codes of conduct according to § 2 letter I) of the Consumer Protection Act apply to our activity.
8. These Terms take effect on 01.01.2026.

Annex No. 1 - Complaint Form

Addressee:

Gauchitto s. r. o.
 Seat: Křížna 4085/20 811 07 Bratislava - city district Staré Mesto
 Registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro,
 Insert number: 89421/L
 Company ID: 57 340 951
 Tax ID: 2122668933

Assertion of Complaint

To be filled in by Consumer	
Name and surname:	
Address of residence:	
To be filled in by Entrepreneur - natural person	
Business name:	
Address of residence / Seat:	
Company ID/Registration	
To be filled in by Entrepreneur - legal person	

Business name:	
Seat of legal person:	
Company ID/data about registration in Commercial Register:	
Name and surname of person acting on behalf of Entrepreneur - legal person/function	
E-mail address:	
Order number and invoice:	
Date of ordering:	
Date of takeover of goods:	
Goods that are being complained about (name and code):	
Description and extent of defects of goods:	
As a customer of the seller, I request that my complaint be handled in the following way:	
I wish to return money to bank account (IBAN)/other method	

Annexes:

Date:

Signature:

Annex No. 2 - Form for Withdrawal from Contract

Addressee:

Gauchitto s. r. o.
 Seat: Krížna 4085/20 811 07 Bratislava - city district Staré Mesto
 Registered in the Commercial Register of the District Court Žilina, Section: Sro, Insert
 number: 89421/L
 Company ID: 57 340 951
 Tax ID: 2122668933
 E-mail: info@gauchitto.sk

Withdrawal from Contract

I hereby notify that I withdraw from the Contract for the purchase of the following goods / provision of the following service:

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Date of conclusion of contract / date of receipt:	
Name and surname of consumer(s):	
Address of consumer(s):	
Signature of consumer(s) (only if this form is submitted in paper form):	
Date:	

Information for Consumers:

According to § 20 of Act No. 108/2024 Coll. on consumer protection and on amendments to certain acts, the consumer has the right to withdraw from the contract without stating a reason within 14 days.

The period for withdrawal from the contract runs:

- from the day of takeover of goods,
- from the day of conclusion of the contract, if the subject of the contract is provision of service,
- from the day of takeover of the last delivery of goods or part of goods, if the subject of the contract is several types of goods or delivery of several parts,
- from the day of takeover of the first delivery of goods, if the subject of the contract is regular repeated delivery of goods.

The consumer can exercise the right to withdraw from the contract in writing or in another demonstrable form. The period is considered preserved if notification of withdrawal from the contract was sent no later than on the last day of the period.

If the consumer withdraws from the contract, the seller is obliged to return to the consumer all payments that it received from them based on the contract or in connection with it, especially the purchase price including delivery costs, no later than within 14 days from the day of delivery of notification of withdrawal from the contract. The seller will return payments to the consumer in the same method that the consumer used for their payment. The seller is not obliged to return payments to the consumer before the consumer hands over the goods to it or proves that they sent the goods to the seller.

The consumer is obliged to send or hand over the goods to the seller without undue delay, no later than within 14 days from the day of withdrawal from the contract. The consumer bears only costs of returning the goods to the seller.

The consumer is liable only for decrease in value of goods that arose as a result of handling the goods differently than is necessary with regard to their nature and properties.