



General terms and conditions

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|--------------------|--|
| Operator: | SearchingSK, s. r. o. |
| Registered office: | Werferova 6, Košice - mestská časť Juh 040 01 |
| CRN: | 53 074 530 |
| Business entry: | OR OS Košice I, Odd.: Sro, Vložka č. 48957/V |
| Represented: | Julia Loneková, konateľ spoločnosti |
| Contact: | e-mail: info@seedscentrum.com |
| WEB: | www.seedscentrum.com |

(hereinafter also referred to as the "Seller" or "We")

Address where the customer can make a complaint or grievance:

SearchingSK, s. r. o., Pluhová 10, 831 03 Bratislava

GENERAL PROVISIONS

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations of our company as Seller and you as Buyer (hereinafter referred to as "Customer" or "You"), which arise from the contractual relationship based on the purchase contract concluded with you at a distance (hereinafter also "purchase contract") through our e-shop on the website seedscentrum.com (hereinafter also referred to as "E-SHOP") and are an integral part of this contract.
2. Customers can be any natural person capable of legal acts or a legal person who has expressed an interest in purchasing goods on the website seedscentrum.com and for this purpose filled in and sent an electronic

order, thus entering into a contractual relationship with the Seller. According to these GTC, the customer also means, under certain circumstances, a third party designated by the Buyer in a binding order as the person to whom the ordered goods are to be handed over (hereinafter referred to as the "Authorized Person"). The indication of the name, surname and address for delivery of the Authorized Person and his contact details in the binding order shall be deemed to be his authorization to take over the ordered goods.

3. By concluding the purchase contract, the Seller undertakes to deliver the ordered goods to the Buyer under the conditions specified in these GTC and the Buyer undertakes to pay the agreed purchase price for these goods.
4. The Seller operates all orders independently and does not cooperate with other companies that would execute orders on behalf of the Seller. Any offer from a competing company is considered fraudulent and misuse of the good name of the Seller and its domain seedscentrum.com.
5. All relations between the Buyer and the Seller, which are not regulated by these GTC, are governed by the relevant provisions of Act no. 513/1991 Coll. Commercial Code as amended ("Commercial Code"). If the Buyer is a consumer in accordance with § 52 par. 4 of Act no. 40/1964 Coll. of the Civil Code as amended ("Civil Code"), ie if it is a Buyer who does not act in the conclusion and performance of the contract within its business or other entrepreneurial activities, the relations not regulated by these GTC are governed by the relevant provisions of the Civil Code, Act no. 102/2014 Coll. on Consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded outside the seller's premises and amending certain laws („the Consumer Protection Act when selling goods or providing services on the basis of a distance contract."), Act no. 250/2007 Coll. on Consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses as amended ("Consumer Protection Act").

WHAT IS AN ELECTRONIC PURCHASE ORDER

1. Electronic order means a sent electronic form that contains information about the Buyer (title, name and surname of the Buyer, address of the Buyer, or his business name, registered office, company registration number CRN, invoicing data, address of delivery, telephone number, e-mail address , the order code of the goods, the number of pieces, the date of issue of the order and the method of payment and method of transport and a list of the ordered goods with the purchase price for these goods (hereinafter "order").
2. The order executed in this way is considered binding and is in accordance with the Consumer Protection Act when selling goods or providing services on the basis of a distance contract understood as a distance purchase contract.

ORDERS

Your order can be realized in the following ways:

1. via E-SHOP: www.seedscentrum.com

PURCHASE ORDER PROCESS & PROCEDURE

1. ORDER IMPLEMENTED IN E-SHOP

1. Through our E-SHOP, as a Customer, you can order any goods with a shopping cart icon, product code and product price. The presentation of goods in the online store does not constitute a legally binding offer, it is only a non-binding online catalog.
2. After pressing the shopping cart icon, the ordered goods are automatically added to the shopping cart, which is available for order inspection at any time. After entering the selected goods into the shopping cart, you can decide whether you want to close the purchase (fill in the prepared order form) or continue shopping. When creating an order (purchase contract), you as the Customer are obliged to fill in the data required by the system (it is assumed that if you state your CRN - Company registration number, you act and buy as an entrepreneur, not a consumer). This data will be used for the purposes of creating the order and subsequent fulfillment of the purchase contract. The condition for the validity of the electronic order is the true and complete completion of all data specified in the order.
3. By clicking on the "ORDER WITH PAYMENT OBLIGATION" icon, you send a binding order to the Seller, confirming that you are familiar with the main features of the goods, the total price of the goods, including value added tax, shipping costs, postage and other costs as well as the fact that you have chosen a suitable method of payment from the options offered by the Seller. By filling out and sending the order form, you give us your consent to send electronic invoices. We would like to draw your attention to the fact that in order to properly fulfill the purchase contract, it is necessary to immediately inform us about changes that could affect the delivery of electronic invoices, especially about the change of e-mail address.
4. After sending the order, it will be registered in our information system, about which we will inform you by e-mail "Confirmation of receipt of the order" (order acceptance), otherwise it is true that the purchase contract was not concluded between us as the Seller and you as the Buyer. By delivering the confirmation of receipt of the order to the Buyer, the purchase contract is considered binding, and its subject is the delivery of the goods specified in the order for the specified price, all under the conditions specified in these GTC. We will pack the goods for you appropriately and send it to you within the specified period. As a Buyer, you

undertake to take over the ordered goods and pay the agreed purchase price for these goods.

5. If you have created a registration account with us, your order will also be archived in this account, to which only you will have access after logging in. If necessary, all other information regarding your order can be sent to your e-mail address.
6. The Buyer is obliged to check the content of the electronic order stated in the e-mail Order Confirmation. In case of any discrepancies regarding the content of the electronic order confirmed by the Seller, the Buyer is obliged to immediately notify the Seller via e-mail.
7. The following are considered to be the essentials of an electronic order:
 - Identification of the Buyer, i.e. business name and first name, registered office / residence, CRN – Company registration number, contact (telephone and e-mail address);
 - Code of the ordered goods according to the offer or also its description in the offer;
 - Quantity of ordered goods
 - Address of the place of delivery of goods
8. By sending an electronic order, you confirm that you have read these GTC and agree with them in full. We reserve the right to change these GTC without prior notice.

1. E-SHOP REGISTRATION

1. Registration in our E-SHOP is not mandatory. If you decide to register in our E-SHOP, you can get:
 - shopping with discounts
 - information on the status of processing your orders
 - an overview of placed orders and purchased goods
 - opportunity to participate in competitions organized by our company
 - regular information about news and events that might interest you
2. If you agree to be informed about news and special offers during registration, we, as the Seller, can use your registration data for marketing activities within the scope of your e-mail address and your name only (to send you a NEWSLETTER). Details on the protection of personal data related to this purpose can be found in the **Privacy Policy**.
3. After registration, each Customer will be assigned a personal account, which can be used when creating an order. Discounts and other benefits for each Customer may also be registered under this account.
4. We recommend you to write down the login details and keep them for future purchases. With each next purchase, all you have to do is log in to your personal account using your login details. At the same time, it is in the interest of each

Customer to protect the login data, as providing them to another person will mean their acting under the name of the relevant customer.

5. After sending the binding order, proceed according to the points listed under letter A) „Order implemented in E-SHOP“.

RESERVATION OF OWNERSHIP

1. All executed (sent) orders „WITH A PAYMENT OBLIGATION“ are considered binding.
2. Ownership of the goods passes to the Buyer by taking it over and paying the purchase price (these two conditions must be done cumulatively).
3. By taking over the goods, the risk of accidental destruction and accidental deterioration also passes to the Customer.

DELIVERY AND PAYMENT TERMS

1. Delivery time is 10 working days and means within how many working days from the conclusion of the purchase contract we usually send the goods (ie we hand over the package to the shipper / deliveryman). Delivery time is indicative.
2. As the Seller, we are obliged to fulfill your order and deliver the goods to you within 30 days of receiving a binding order. In the case of anonymous delivery, the Seller will fulfill the obligation to deliver the goods to the Customer by depositing them in Packeta.
3. If the ordered goods or a part of the goods from the order cannot be delivered within this period, we will inform you immediately (by e-mail or telephone) and inform you of the expected date of delivery of the goods or we will suggest the delivery of replacement goods. If we are unable to secure the goods within the additional period, you have the right to withdraw from the contract and in case of payment of the purchase price or part thereof, the funds will be returned to your bank account within 14 days.
4. Payment means the moment of crediting the payment in full to the Seller's account to which the payment was to be remitted. The Seller undertakes to deliver the goods to the Customer to the address specified by the Customer in the order as the place of delivery.
5. The obligation to deliver the goods is fulfilled by handing over the goods to the Customer or more precisely to the Authorized person specified in the order, or by depositing the goods in Packeta. We deliver the goods by courier or by depositing them in Packeta. Therefore, 1-3 business days, which takes delivery of the goods to you by courier service, must be added to the delivery time.
6. We will inform you by e-mail that your order has been handed over to the courier. If the goods were not delivered to you within 7 days after our e-mail notification, please contact your delivery post and us. After verification, we will

provide you with more detailed information about your package and possible reasons for non-delivery by e-mail. If you have set up a user account with us, you can see the current status of the processing of your order even after logging in to your account.

7. The customer is obliged to take over the goods at the agreed place and time in person, or to ensure their taking over. The customer will confirm the receipt of the goods in writing in the delivery note, which is also a proof of payment for the goods in the case of cash on delivery. Together with the goods, the Customer will receive an accounting document (invoice), which also serves as a guarantee certificate.
8. The obligation to deliver the goods is considered fulfilled even if the Customer does not take over the goods at the agreed time and place, or more precisely refuses to accept the goods. In case that the Customer does not take over the goods and the goods are returned to us, we have the right to withdraw from the purchase contract and demand from the Customer reimbursement of costs associated with returning the goods (postage related to returning the goods). Re-delivery of the shipment is possible only by mutual agreement.

ANONYMOUS DELIVERY OF GOODS

Our company is one of the first suppliers of goods with the possibility of anonymous delivery in cooperation with the shipping company Packeta. You can choose this option when choosing delivery in the shopping cart.

WHAT DOES ANONYMOUS DELIVERY MEAN?

When delivering the goods anonymously, you do not provide us with your personal data, this option is only associated with payment by card in advance. In the check box that will require your name and surname, you can choose any name or use our name generator. This information is only needed to identify the goods when they are delivered. In the next step you will enter your e-mail and tel. number to which the carrier can send you information about the shipment and the password needed for the issue of goods. In the last step you will choose the delivery point of Packeta where you pick up the shipment using a password that will come to you via SMS or e-mail. You do not have to go for your goods by your own, you can send a trusted person to whom you will entrust the password for picking up the shipment.

How much does anonymous delivery cost?

The price of anonymous delivery is 10 Eur with VAT.

In which countries can anonymous delivery be used?

At the moment, anonymous delivery can be used in the territory of the Slovak and the Czech Republic.

RESPONSIBILITY FOR DELAYED DELIVERY OF ORDERED GOODS

1. The Seller is not responsible for delayed delivery of the ordered goods caused by the courier or courier company, or incorrectly entered address of the Customer.
2. Upon receipt of the shipment, the Customer is entitled to check the shipment to ensure that the package of the shipment has not been damaged (mechanical damage caused by transport) and that the goods are defects-free. In case of visible damage to the shipment or goods, the Customer is entitled not to accept the shipment.

PAYMENT

.All prices of goods and services are stated as final, including the corresponding VAT in the amount stipulated by the valid legislation of the Slovak Republic (usually 10% for books, 20% for other products - you can always find the exact rate on the invoice), but do not include the delivery price. The special prices are valid until the date stated in the details of the goods or until the stock is sold out. Any additional discounts that are provided in addition to the discounts listed for individual products on our website, individual discounts for the Customer are not mutually combinable.

Cash on delivery (COD) payment

If you choose the form of cash on delivery, the goods will be delivered to you via courier. The goods are paid to the delivery person. They will issue you a confirmation of cash receipt.

Payment by bank transfer (internet banking)

If you choose the form of payment by bank transfer, you will pay for the goods to the Seller's account, before the delivery of the goods. If you choose this method of payment in the order, you will receive an e-mail with the information needed to transfer money: account number, IBAN, exact amount and variable symbol to identify the payment, or more precisely payment will be made through PAYPAL. After crediting the funds to the Seller's account, you will be informed of this fact and also about the sending of the order.

Each shipment is accompanied by an invoice - a tax document, which also serves as a guarantee (unless you wish otherwise). If the document is missing, please inform us as soon as possible by telephone or to our e-mail address.

DELIVERY AND SHIPPING

| Z-point | price without VAT | Price with VAT |
|--------------------------------|-------------------|----------------|
| Slovensko | 2 | 2,40 |
| Česká republika | 3 | 3,60 |
| Polsko | 3 | 3,60 |
| Maďarsko | 3 | 3,60 |
| Rumunsko | 3 | 3,60 |
| | | |
| Kuriéri | | |
| Kuriér doručenie na adresu SK | 4 | 4,80 |
| Kuriér CZ Doručenie na adresu | 5 | 6,00 |
| Kuriér HU Doručenie na adresu | 5 | 6,00 |
| Kuriér PL Doručenie na adresu | 5,3 | 6,36 |
| Courier DE Hermes | 5,99 | 7,19 |
| Courier AT DPD | 4,69 | 5,63 |
| Post CH LI Switzerland post | 12,39 | 14,87 |
| Courier SI DPD | 6,39 | 7,67 |
| Courier RO Doručenie na adresu | 4,29 | 5,15 |
| Post FI Post Nord | 15,8 | 18,96 |
| Post SE Post Nord | 16,09 | 19,31 |
| Post GB Royal Mail | 15,39 | 18,47 |
| Courier FR Colis Privé | 8,39 | 10,07 |
| Post BE Holland post | 7,9 | 9,48 |
| Courier LU DPD | 7,71 | 9,25 |
| Courier HR DPD | 6,29 | 7,55 |
| Courier BG Econt | 6,49 | 7,79 |
| Courier LT Omniva | 6,39 | 7,67 |
| Courier LV Omniva | 6,99 | 8,39 |
| Courier EE Omniva | 7,06 | 8,47 |
| Courier DK DAO | 9,19 | 11,03 |
| Courier IE Fastway Couriers | 9,89 | 11,87 |
| Courier PT MRW | 10,09 | 12,11 |

| | | |
|-----------------------------|-------|-------|
| Courier ES MRW | 10,29 | 12,35 |
| Courier IT GLS | 8,5 | 10,20 |
| Courier GR ACS | 6,79 | 8,15 |
| Courier UA Meest | 5,89 | 7,07 |
| Post RU Ruská pošta EMS | 23,69 | 28,43 |
| Courier US FedEx HD Economy | 26,29 | 31,55 |

The amount of postage is automatically added according to the scope and size of the delivered goods and according to the country where the goods will be delivered. The Customer is informed in advance about the automatic addition of the amount for the transport of goods before sending the order. We do not charge other fees or packaging.

The listed prices are valid only for sending the entire order in one shipment. When splitting an order and sending it in several shipments, the total postage may be higher. We will inform you about the exact amount of postage abroad after confirming your order. Prices of postage are listed including VAT.

POSTAGE ABROAD

Shipments abroad are made, depending on the country, via the courier service . We mainly deliver packages within EU countries via the carrier service. We will deliver shipments to the rest of Europe and the world via carrier. Upon delivery of shipments, payment is possible via VISA, EuroCard / MasterCard or Diners Club International, or via Paypal or International Bank Transfer.

You can see the exact price of postage for packages delivered by courier in the table above. We will inform you of the exact price of postage packages delivered via courier after completing your order, but you can also see the approximate postage in above section.

ORDER CANCELLATION POLICY

1. If you wish to cancel your order, which has not yet been processed, please contact us in writing or electronically as soon as possible to our e-mail address

above and state your order number if the price from the order (or advance invoice) has not been paid yet.

2. If you cancel the order after paying the price from the order (or advance invoice), but before delivery of the goods, although the delivery period has not expired yet, we reserve the right to deduct the proven costs associated with processing this order. If your order has already been paid, we will return the money to the account from which you paid within 14 days at the latest. In case of payment by card (VISA, MasterCard), this period may be extended, due to the bank's procedure for returning money from card payments.
3. As the Seller, we reserve the right to cancel the order, or part thereof, if it is not possible for technical reasons to deliver the goods within the required period or under the terms of the order, if the goods are no longer produced or delivered, or their price charged by the supplier has changed significantly. In case that this situation occurs, we will contact you immediately to agree on further action. In case that you have already paid the price from the order (or advance invoice) or part thereof, and there is no agreement on the provision of other goods of the same quality and price, or on any other alternative performance, we undertake to return the price paid for the goods or advance payment to your bank account within 14 days.

CONDITIONS OF WITHDRAWAL FROM THE PURCHASE CONTRACT

WHEN YOU CAN WITHDRAW FROM THE PURCHASE CONTRACT

1. The customer, who acts **as a Consumer** in relation to the Seller, has the right to withdraw from the contract concluded at a distance without giving a reason **within 14 days** from the date of receipt of the goods, this period is considered maintained if **the notice of withdrawal** was sent to the Seller no later than on the last day of that period. The goods shall be deemed to have been taken over by the Customer at the moment when the Customer or a third party designated by him, with the exception of the deliverer, takes over all parts of the ordered goods, or if:
 1. the goods ordered by the customer in one order are delivered separately, at the moment of taking over the goods that were delivered last,
 2. delivers goods consisting of several parts or pieces, at the moment of taking over the last part or the last piece,
 3. delivers the goods repeatedly during a specified period, at the time of taking over the first goods delivered.
2. The buyer as a Consumer may withdraw from the contract, the subject of which is the delivery of goods, even before the beginning of the period for withdrawal from the contract.
3. In accordance with the provisions of § 7 par. 6 of the Consumer Protection Act in the sale of goods or provision of services on the basis of a distance contract The customer **may not withdraw from the contract**, the subject of which is:

- sales of goods or services where the price depends on price movements on the financial market which the seller cannot influence and which may occur during the withdrawal period,
- sales of goods made to the consumer's special requirements, custom-made goods or goods intended for separately for one consumer,
- sales of goods which subject to rapid deterioration or deterioration,
- sales of goods enclosed in protective packaging which cannot be returned for health or hygiene reasons and whose protective packaging has been broken after delivery,
- sales of goods , which, due to its nature, may be inseparably mixed with other goods after delivery,

PROCEDURE FOR WITHDRAWAL FROM THE PURCHASE CONTRACT

1. When applying the right to withdraw from the contract, the Customer is obliged to inform us of his decision to withdraw from the purchase contract by a clear statement, in writing to the address of the Seller by e-mail to info@seedscentrum.com within the period mentioned above. To withdraw from the contract, the customer can use the form, which creates Annex no. 1 of these GTC.
2. In the event that the Customer applies his right to withdraw from the contract, he is obliged to send the goods back to the address: Pluhová 10 831 03 Bratislava no later than 14 days from the date of withdrawal from the contract, while we recommend sending the goods as a package by registered mail, please do not send the goods to us by cash on delivery. The Customer is obliged to attach to the package a copy of the tax document (invoice), which was delivered to the Customer together with the goods and a copy of the delivery confirmation issued by the delivery person. The time limit for returning the goods shall be deemed to have been observed if the goods have been handed over for transport in accordance with this point before the expiry of the 14-day time limit.
3. The goods must not show signs of use and must be sent to us with complete accessories and documentation. After taking over the goods within the withdrawal period, the customer has the right to unpack and test the goods in a similar way as is usual when buying in a classic stone shop, i. test the goods to determine the properties and functionality of the goods, but does not have the right to start using the goods and return them to the Seller after a few days, otherwise the Customer is responsible for a reduction in the value of the goods resulting from the handling of the goods which goes beyond the handling necessary to ascertain the characteristics and functionality of the goods..

CONSEQUENCES OF WITHDRAWAL FROM THE PURCHASE CONTRACT

1. Withdrawal from the contract terminates the purchase contract from the beginning. In accordance with the provisions of §517 par. 1 of the Civil Code, the Customer may also apply for withdrawal only in relation to part of the subject of the contract (if the subject of the contract or binding order was the delivery of a larger quantity of goods) and in such a case the contract is canceled only in this part.
2. If the Buyer, as a Consumer, withdraws from the contract, he acknowledges that he will take over the costs of returning the goods to the Seller according to § 10 par. 3 of the Act on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract, together with the costs of returning goods which, due to their nature, cannot be returned by post.
3. The buyer as a consumer is not entitled to withdraw if the goods show signs of damage or use, or the goods are not complete, in which case the Seller reserves the right not to accept the return of such goods, or in agreement with the Customer to restore the goods to their original condition. Damage to the packaging and the goods themselves will be accepted by the Seller only to the extent that it could not have been prevented by adequate testing of the goods in accordance with this provision of these conditions, i. which does not go beyond the handling necessary to determine the characteristics and functionality of the goods.
4. The Seller undertakes, without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal, to return to the Customer all payments received from him under or in connection with the purchase contract, including transport, delivery and postage, and other costs and fees, in the same manner as used by the Customer in the payment for the goods, unless the Customer and the Seller agree otherwise. However, the Seller shall reimburse the costs of transport, delivery and postage to the Customer only to the extent of the cheapest common method of delivery offered by the Seller, regardless of which method of delivery the Customer has chosen. Notwithstanding the above, the Seller is not obliged to return the price and other costs to the Customer before the goods are delivered to him or before the Customer proves that he has sent the goods back to him.

NOT RECEIVING THE ORDERED SHIPMENT

1. Failure to accept the shipment ordered by the Customer cannot be considered a valid withdrawal from the purchase contract according to the valid legal regulations. As a Seller, we have the right to demand from the Buyer reimbursement of all administrative costs associated with non-acceptance of the ordered shipment. All disputes will be resolved as a matter of priority by

agreement in accordance with legal regulations valid in the territory of the Slovak Republic.

WARRANTY PERIOD

1. The warranty period is set by law at 24 months and begins on the day of acceptance of the goods by the Customer, unless otherwise stated. Defective goods and claims arising from defective goods must be asserted by the end of the warranty period. At the end of the warranty period, the right to file a complaint expires. The warranty period is extended by the period during which the Buyer could not use the goods due to warranty repair.
2. For each goods purchased from the Seller, an invoice (proof of purchase of goods) is attached to the Buyer upon delivery, which also serves as a warranty document.
3. For the food assortment, the expiration date (date of minimum shelf life) is marked on the packaging, the delivered goods have a minimum consumption period of 2 months. In case of a shorter period of consumption, we contact the Customer by e-mail or telephone and ship the goods only after his consent.
4. The warranty does not cover damage caused by normal use, improper use or storage of the product.
5. The seller is responsible for:
 - compliance with the price that was valid at the time of sending the order by the Customer, if the order was accepted
 - sending the goods without defects
 - delivery of goods in quantity and quality according to the order, provided that it was accepted
 - attached tax document (invoice), unless the Customer requested otherwise.

Instruction on the Seller's liability for defects in the goods in accordance with §3 letter I) of the Act on Consumer Protection in the Sale of Goods or Provision of Services on the Basis of a Contract Concluded in the Distance

1. If it is a defect that can be removed, the Buyer has the right to have it removed free of charge, in a timely manner and properly. The seller is obliged to eliminate the defect without undue delay.
2. The Buyer may, instead of eliminating the defect, request a replacement of the goods or, if the defect concerns only a part of the goods, a replacement of the

part, if the Seller does not incur disproportionate costs due to the price of the goods or the severity of the defect.

3. The Seller may always replace the defective goods with faultless ones instead of eliminating the defect, if this does not cause serious difficulties for the Buyer.
4. If it is a defect that cannot be removed and which prevents the goods from being properly used as goods without defects, the Buyer has the right to exchange the goods or has the right to withdraw from the purchase contract. The same rights belong to the Buyer in the case of remediable defects, but if the Buyer is unable to use the goods properly due to the recurrence of the defect after repair or due to a larger number of defects.
5. In case of other irreparable defects, the Buyer is entitled to a reasonable discount on the price of the goods.

COMPLAINTS AND WARRANTY CONDITIONS

1. The Return Policy regulates the procedure of the Seller and the Buyer in applying the rights arising from the Seller's liability for defects in the goods purchased on the website www.seedscentrum.com and the rights and obligations of the Buyer and the Seller related thereto.
2. Complaints are handled in accordance with valid legal regulations of the Slovak Republic, while the procedure of the Buyer, who is a consumer In accordance with § 52 par. 4 of the Civil Code is governed by § 619 to § 627 of the Civil Code and the Consumer Protection Act, the Consumer Protection Act in the sale of goods or provision of services under a distance contract, and the Buyer's procedure, which is NOT a consumer within the meaning of § 52 para. 4 of the Civil Code is governed by § 422 to 442 of the Commercial Code.
3. Warranty service is provided by the Seller as the operator of the online store.
4. The customer is obliged to visually inspect the goods immediately upon and after delivery. He is entitled not to accept the goods if there is visible mechanical damage on it or on its packaging, obviously caused by transport, or if the goods are incomplete. In this case, he is always obliged to write a report on the damage / claims with the relevant driver or refuse to accept the shipment. Incomplete shipment or damage to the goods must be reported within 48 hours of delivery of the shipment by e-mail to info@seedscentrum.com Subsequent claims for incompleteness of the shipment or mechanical damage to the product will only be accepted if the Buyer proves that the claimed defects were in the goods at the time of delivery.
5. If the Buyer finds out that the goods are incomplete or in any way damaged by transport, which does not manifest itself in external damage to the packaging, or more precisely, The Buyer discovers other shortcomings and is obliged to immediately file a complaint with the Seller, otherwise the delivery is considered complete and without defects and the Seller has the right not to accept complaints under this title.
6. The Buyer is obliged to complain to the Seller about defects in the goods without undue delay according to the conditions specified in the relevant provisions of the Commercial Code and the Civil Code. Any delay in the application of a defect

in the goods during the continued use of (faulty) goods could cause a deepening of the defect, devaluation of the goods and could also affect the outcome of the complaint procedure.

7. Each complaint will be resolved by the Seller no later than 30 days after delivery of the claimed goods from the Customer. If it is a longer complaint, the Customer will be informed about the status of the complaint.
8. The seller is not responsible for defects caused by mechanical damage to the product, operation of the product in unsuitable conditions (chemically aggressive, dusty environment ...), intervention in the product by a person other than an authorized person (authorized service), or caused by a natural disaster, i. force majeure.
9. A change in the properties of the goods that occurred during the warranty period due to wear, misuse, insufficient or inappropriate manipulation, due to natural changes in the materials from which the goods are made, due to any damage by the Buyer or a third party or other improper intervention.
10. The Buyer has no right to file a complaint about errors of which he was informed at the time of concluding the purchase contract and for which he was granted a discount on the price of the goods.

COMPLAINTS PROCEDURE

1. In case of a complaint about the purchased goods on our E-SHOP, inform us by e-mail at info@seedscentrum.com or in writing at: Pluhová 10 831 03 Bratislava. Send the claimed goods to us as a registered package, basically not by cash on delivery to the address: Pluhová 10 831 03 Bratislava together with the completed Complaint Form, which creates Annex no. 2 of these GTC. The Buyer acknowledges that together with the claimed goods, he is obliged to send a proof of purchase of the claimed goods, which serves as a warranty certificate. In the Complaint Form, briefly state the reason for the complaint, your identification (business name, name and surname, address, your delivery address, description of the goods, name and number of the bank account in which the account is maintained, if you request a refund to the account, date, your signature).
2. Only goods purchased from the Seller and fully paid can be claimed. The Buyer is obliged to describe in the Complaint Form as concisely as possible the defect for which the goods are claimed and how the defect manifests itself externally. Complaint realization only applies to errors listed in the Complaint Form.
3. If the Complaint Form is not completely filled in or is not accompanied by proof of purchase and receipt of goods (hereinafter referred to as "Required Documents"), the Seller shall contact the Buyer by phone or e-mail to complete the missing data or attach the missing Required Documents.
4. If the Seller fails to repeatedly call the Buyer by phone and / or the Buyer does not respond to the Seller's e-mail request within 7 days of receipt of the Complaint Form and / or Required Documents by the Seller, the Seller reserves the right not to continue solving the complaint and the goods will be returned at Buyer's expense back to the Buyer to the address specified in the Complaint Form.

5. If the goods that are the subject of the complaint are not enclosed together with the completed Complaint Form and the Required Documents, the Seller reserves the right not to continue solving the matter until the delivery of the goods intended for the complaint to the Seller. In case that even after the subsequent request of the Seller, the Buyer does not deliver the goods intended for the complaint, it is considered that the Buyer does not intend to exchange or complain about the goods. This also applies if the Buyer does not send the goods to be returned within 14 days of withdrawal from the Purchase Contract.
6. The Seller recommends to the Buyer to insure the goods which are the subject of the return / exchange / complaint. The risk of damage to the goods, which is the subject of return / exchange / complaint, is by side of the Buyer until the moment of delivery of these goods by the Seller.
7. After receiving the claimed goods, we will contact you immediately by e-mail or telephone and we will agree with you on a quick resolution of the complaint.
8. When identifying the defect of the claimed goods, the legal provisions of the Civil Code shall be followed (§ 622 and §623). Eliminable defects must be removed by the Seller without undue delay, or at the request of the Buyer to carry out an exchange of goods. If it is a defect that cannot be removed and which prevents the goods from being properly used as a thing without defects, the Buyer has the right to exchange the goods or the right to withdraw from the contract.
9. Seller shall settle the complaint in one of the following legal ways:
 - *by handing over the repaired goods*
 - *by exchanging the goods*
 - *by returning the purchase price of the goods*
 - *by paying a reasonable discount on the price of the good*
 - *by justify refusal of warranty claim of the goods*
10. If the complaint is accepted, we will replace the claimed goods piece by another piece, or provide another one you choose (up to the value of the claimed goods), and we also take over the cost of returning and delivering new goods, or you have the right to withdraw from the contract and in that case, we will refund your money.
11. The Seller or an employee authorized by him or another obligated person designated for repair is obliged to handle the complaint immediately, in complex cases within three working days of the complaint being lodged. The time required for a professional assessment of the defect is not included in this period. However, the settlement of the complaint may not take longer than 30 days from the filing of the complaint and the delivery of the claimed goods. After the expiry of this period, the Buyer, who is a consumer, has the same rights as if it were a defect that cannot be removed, ie the consumer has the right to withdraw from the contract or has the right to exchange the product for a new product. You will be informed about the result of the complaint immediately after the end of the complaint procedure by e-mail and a complaint protocol will be delivered to you together with the goods.
12. The seller is obliged, if he does not accept the complaint within three working days, to send the goods at his own expense for professional examination.
13. If you file a complaint about the goods during the first 12 months from the conclusion of the purchase contract, we can handle the complaint by rejection

only on the basis of an expert opinion. We take over the costs associated with the expert examination in full.

14. If you file a claim for the goods after 12 months from the conclusion of the purchase contract and we reject it, we are obliged to state in the document on the handling of the claim to whom you can send the goods for professional examination. Your use of the right to a professional examination, according to the documented contact, we take over the associated costs of a professional assessment of the goods, as well as all other related things, regardless of the result of the professional examination. As a Customer, you can file a complaint again, if our responsibility for the defect of the claimed goods is proven. The warranty period does not expire during the professional examination of the goods. We are obliged to reimburse you within 14 days from the date of the re-filed complaint all costs incurred for the professional examination of the goods, as well as all related purposefully incurred costs. We cannot reject a re-submitted claim.

SAFETY INSTRUCTIONS AND WARNINGS

1. Each product includes safety instructions and warnings, which the Buyer is obliged to follow.

ALTERNATIVE DISPUTE RESOLUTION

1. The Seller is interested in resolving disputes with the Buyer primarily out of court, and therefore in case that the Buyer is not satisfied with the solving of the complaint or feels that his rights have been violated by the Seller, he can contact the Seller to resolve this situation via e-mail address: info@seedscentrum.com or more precisely, in accordance with Act no. 391/2015 Coll. On Alternative Dispute Resolution, submit a proposal to initiate alternative dispute resolution to the relevant subject, which is the Slovak Trade Inspection or a legal entity registered in the list of ADR entities maintained by the Ministry of Economy of the Slovak Republic.
2. The Buyer may also resolve disputes through the platform <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1>
3. You can also find more information here:
 - <https://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>,
 - <https://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/alternativne-riesenie-spotrebitelskych-sporov>

FINAL PROVISIONS

1. These GTC were formulated and established in good faith, in order to meet legal conditions and adjustments of fair business relations between the Seller and the Buyer. The Buyer's right in relation to the Seller resulting from Consumer Protection Act and the Consumer Protection Act in the sale of goods or provision of services on the basis of a distance contract remain unaffected by these conditions. Legal relations and conditions not expressly regulated here, as well as any disputes arising from non-compliance with these conditions are governed by the relevant provisions of the Commercial or Civil Code, the Consumer Protection Act and the Consumer Protection Act in the sale of goods or provision services under a distance contract.
2. If any provision of these GTC is or becomes invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of these GTC will not be affected or violated. The Contracting Parties hereby undertake to negotiate the replacement of any invalid or unenforceable provision with a new provision, these new provisions being as close as possible to the meaning of those invalid or unenforceable provisions which they replace. This does not affect the right of the Seller to change these GTC in accordance with point 8 of this article of these GTC.
3. The Seller is entitled to assign or transfer this Contract or part thereof, as well as the individual rights and obligations arising from the purchase contract to a third party, provided that he is obliged to notify the Buyer of this fact in advance in writing. By signing the purchase contract, the Buyer gives his irrevocable consent to such assignment or transfer.
4. The Buyer is not entitled to assign or transfer the purchase contract or any part thereof or individual rights and obligations arising from the purchase contract to a third party without the prior written consent of the Seller.
5. The contract may be amended only on the basis of a written agreement of both parties.
6. These GTC are valid unless otherwise expressly agreed in writing between the Seller and the Buyer or unless otherwise stated in the relevant legislation. The special conditions stated in the purchase contract take precedence over the provisions of these GTC. These GTC also are valid if the conditions stated in the Buyer's orders are different, except that these have been recognized in writing by the Seller.
7. By confirming the "Order with the obligation to pay" button before sending the order, the Buyer expresses that he has read these GTC, fully understands their content and that he agrees with them.
8. The Seller is entitled to unilaterally change / supplement these GTC at any time. The new updated version of the GTC replaces the previous version and will enter into force / effects:
9. a) on the day of their publication on the Seller's website (applies if the GTC are published on this website), or
10. b) on the day following their sending in electronic form (e -mail) of the Seller to the e-mail address of the Buyer (applies if the GTC are not published on the Seller's website).

11. The Seller and the Buyer have agreed that they fully accept long-distance communication - telephone, electronic form of communication - especially through e-mail and the Internet as valid and binding for both parties.

SUPERVISORY AUTHORITY:

Inspectorate Slovak Trade Inspection for Košice region

Vrátna 3, P. O. BOX A-35, 040 65 Košice 1
Supervision Department

tel. č. 055/729 07 05, 055/622 76 55
fax č. 055/622 46 95

ATTACHMENTS:

- [Withdrawal form](#)
- [Complaint form](#)