

GENERAL TERMS AND CONDITIONS NOUGAT S. R. O.

The company **Nougat s. r. o.** is a limited liability company, incorporated and existing under the laws of Slovak Republic, with its registered office at Hattalova 8, Bratislava 83103, identification No. 51 161 435, registered with the commercial register of the District Court Bratislava I under section Sro, insert No. 123738/B.

- DEFINITIONS

- Capitalized terms used in these General Terms and Conditions shall have the following meaning:

“Act 102/2014” means Act No. 102/2014 Coll. on the protection of consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises

“Buyer” means any natural person purchasing a Product via the internet store of the Seller located at [www.flace.sk] and/or any individual who places an Order through the Website.

“Civil Code” means Act No. 40/1964 Coll. the Civil Code, as amended.

“Order” means the purchase order and its amendments thereto for the supply of Products placed by the Buyer and/or any written agreement of the Parties for the supply of Products as the case may be.

“Parties” means both the Seller and the Buyer and “Party” means any of them.

“Personal Data“ mean the name, surname, address, identification number, tax identification number, email address, telephone number and date of birth of the Buyer and will have the meaning as set out in the European Directives relating to the protection of Personal Data, such as the Directive 95/46/ EC, the Directive 2002/21/EC and the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002.

“Product” means any product available for sale on the Website which shall be delivered by the Seller to the Buyer according to these Terms and Conditions.

“Sales contract” means the agreement between the Seller and the Buyer for the supply of the Products in accordance with these Terms and Conditions.

“Terms and Conditions“ means the terms and conditions as set out in the present document as amended from time to time by the Seller, together with all its annexes and all the documents referenced in the present document.

“User account” means the personal online account of the Buyer which enables the Buyer to

use the Website and to place Orders for the Products.

“Seller” means the company Nougat s. r. o., a limited liability company, incorporated and existing under the laws of Slovak Republic, with its registered office at Hattalova 8, Bratislava 83103, identification No. 51 161 435, registered with the commercial register of the District Court Bratislava I under section Sro, insert No. 123738/B.

“Website” means the website owned and operated by the Seller located at [www.flace.sk].

- GENERAL PROVISIONS

- The present Terms and Conditions shall apply to all rights and obligations of the Parties arising under and/or in connection with the Sales Contract concluded between the Seller and the Buyer and/or arising under and/or in connection with the use of the Website and/or arising under and/or in connection with the use of the internet store of the Seller and/or arising under and/or in connection with the sales of the Products on the internet Website via the internet store of the Seller. The internet store of the Seller is operated and owned by the Seller and located at the Website: [www.flace.sk].

- The Buyer declares to have been made aware of the present Terms and Conditions and accepts and undertakes to respect the present Terms and Conditions. Any placing of an Order and/or a confirmation of an Order and/or the purchase of a Product and/or the purchase of services via the Website implies the complete and formal acceptance of these Terms and Conditions by the Buyer and is subject to these Terms and Conditions.

- Any derogating provisions or any provisions amending the terms of the present Terms and Conditions may be agreed by the Parties in writing in a form of Sales Contract. These derogating provisions shall prevail over the present Terms and Conditions.

- The present Terms and Conditions constitute an integral part of the Sales Contract. The Sales Contract and the present Terms and Conditions are drawn up in English language. The Parties agree that any Sales Contract concluded between the Parties may only be drafted in English language.

- The Seller reserves the right to amend, modify and/or alter these Terms and Conditions at its sole discretion at any time without prior notice. The new provisions shall be effective as of the date of publication on the Website. The provisions of this article shall not be prejudice to the rights and obligations already existing under the terms of validity of the previous general terms and conditions.

- USER ACCOUNT

- Before placing an Order on the Website, the Buyer may register in the section „Log in/Registration“ and create his User Account. The Buyer may place an Order without registration on the Website if the Website enables such behaviour. The Buyer is bound by any order placed from his User Account.
- The Buyer acknowledges and is solely responsible for ensuring that all the Personal Data and other information that the Buyer provides to the Seller at the moment of registration into his User Account are true, complete and up-to-date. All the Personal Data and other information of the Buyer shall be considered as confidential information. The Buyer shall notify the Seller in writing without any delay any change to its personal information or its Personal Data. The Parties agree that the Personal Data and the other information provided by the Buyer shall be presumed to be true and accurate.
- Upon registration, the Buyer will receive a password from the Seller to access his User Account. The username of the Buyer and the password shall be considered as confidential information and the Buyer undertakes to keep this information secret and secure and refrain from disclosing it to third parties. The Buyer accepts that his User Account is personal and may only be used by the Buyer.
- The Seller reserves the right to delete the User Account if the Buyer stays inactive for the period of 2 (two) years and/or if the Buyer does not comply with the provisions of the present Terms and Conditions and/or if the Buyer does not comply with the provisions of the Sales Contract and/or if the Buyer changes its operating system and renders it thus incompatible with the functioning of the Website.
- The Buyer acknowledges and accepts that the functioning of the User Account may be interrupted during the maintenance of hardware and/or the software by the Seller or by third Parties.
- Under no circumstance shall the Seller be liable for the proper functioning of the User Account. It is expressly agreed by the Parties that the Seller may edit the functioning of the User Account without prior notification.
- The Seller reserves the right to delete an order on which were used more than one discount vouchers.
- INTELLECTUAL PROPERTY
- The Buyer acknowledges and accepts that the design and the graphic presentation of the Website, any databases and/or any elements published on the Website can be protected

by the intellectual property rights laws. The Buyer acknowledges and accepts that the right to use the Website is strictly limited to the viewing and/or the impression of the information available on the Website for his personal use. The Buyer shall not be entitled to any rights other than those expressly stated herein to the here-above mentioned elements.

- ORDERING GOODS

- The Buyer acknowledges and accepts that the presentation of the Products on the Website serves for information purposes only. The Buyer shall not be subject to any obligations of purchase. Any photographs and/or illustration of the Products featured on the Website do not have a contractual value.

- The Website contains information relating to the Products, the Prices and the shipping and packaging costs, in particular if the Product ordered cannot be, due to its nature, returned by common and generally accepted type of delivery.

- The shipping and packaging costs are subject to the terms as provided on the Website.

- In order to purchase a Product, the Buyer selects the Product of his choice and adds the item to his online shopping basket available on the Website by clicking on “add to the cart”. Once the Product is added, the Buyer must place an Order on the Website by filling in the information relating to:
 - the Product ordered,

 - the means of payment,

 - the delivery terms and shipping costs.

- Once the Order is filled in, the Buyer shall submit it to the Seller by clicking on the button „Confirm the Order“. All the information provided by the Buyer is presumed to be complete and correct. Upon receiving the Order, the Seller will transfer to the Buyer the confirmation of the Order using the email address provided by the Buyer in the Order and/or in the User Account. This Order confirmation is a mere acknowledgement that the Seller received the Order, but it does not confirm the acceptance of the Buyer’s offer to buy the Product. The Seller shall have the right to refuse the Order at any time until the moment when the Products corresponding to the Order have been dispatched. The contractual relationship between the Buyer and the Seller shall be constituted only once the Seller dispatches the Order.

- Depending, in particular on the quantity of the Products, the Price or the shipping costs, the Seller reserves the right to require additional confirmation of the Order by the Buyer in writing or by telephone.
- The purchase of the Products by the Buyer shall be subject to the restrictions associated with the nature of the product.
- The Buyer acknowledges and accepts the risks inherent in the means of distant communication. Any fees associated with the use of the means of distant communication, such as internet connection, telephone fees, shall be borne exclusively by the Buyer and shall be calculated on the basis of standard fees. The Parties agree that any communication by electronic means by the Seller is presumed to constitute a written communication as the legal dispositions may require.
- The Seller disclaims all responsibility for removing any Product from the Website and/or editing any content of the Website at any time and/or in the event that the Seller refuses to process any Order.
- Seller reserves the right to cancel all orders, which have more coupons than one applied, or if there is more than 20% discount on already discounted items.
- PRICE AND PAYMENT
- All Prices of the Products are inclusive of VAT tax (Value-Added Tax) but exclusive of the shipping costs. The Prices of the Products shall only be valid for the period when being displayed on the Website. The Parties may agree on the conditions derogating from this article.
- The Buyer shall pay to the Seller the Price of the Product ordered together with the shipping costs in the amount as agreed upon by the Parties subject to the conditions as described herein.
- The Seller accepts the following methods of payment of the Price and associated shipping costs:
 - in cash
 - at the establishment of the Seller on the address:[Obchodná 33/C, 85101

Bratislava];

- at the sales point as indicated in the Order;
- by electronic means
- by bank transfer to the account indicated here below:

IBAN: SK5911000000002944047606

BIC/SWIFT: TATRSKBX

Variable symbol: Your Order Number;

- by PayPal;
- by credit card.
- The Seller shall have the right to modify the Prices of the Products and shipping costs at any time and without prior notice. The Buyer shall be charged with the Price of the Product and associated shipping costs displayed on the Website at the time that the Order was confirmed provided that the Products were available at this time.
- The Parties agree that an advance on payment will not be required from the Buyer without prejudice to the provisions of the article 6.9 of the Terms and Conditions relating to the obligation of the Buyer to pay the Price of the Products in advance and unless expressly stated otherwise in the present Terms and Conditions.
- If the Buyer chooses the method of payment in cash, the Price and the associated costs shall be paid upon taking over of the Product by the Buyer. In case of payment by electronic means, the Price shall be paid within 5 (five) calendar days from the moment of the conclusion of the Sales contract which is the moment when the Order is sent by the Buyer to the Seller.
- If the Buyer chooses to pay the Price by electronic means, the Buyer shall indicate the variable symbol of payment as stated herein. The payment becomes effective and complete and the Order will be processed upon receiving by the Seller of all the sums relating to the Product, such as the Price of the Product and the associated shipping costs.
- The Seller shall retain the title to the Products until receiving the complete and effective

payment of the Products by the Buyer. If the payment is not received by the Seller within 10 (ten) calendar days from the date when the Order is sent by the Buyer to the Seller, the Seller reserves the right to suspend or cancel the Order.

- The Seller reserves the right to require the payment of the Price of the Product in advance, in particular if the Buyer does not confirm the Order as provided for in the article 5.6 of the present Terms and Conditions. Any disposition derogating from this principle will not apply except as expressly stated otherwise in the legal mandatory overriding rules.
- The Seller grants to the Buyer, at his sole discretion, a reduction on the Price of the Product which may not be combined with another reduction granted by the Seller.
- According to the applicable laws and/or if it is common in the normal commercial practices, the Seller will issue an invoice to the electronic address of the Buyer. The invoice will only be issued upon the integral payment of the Price of the Product. The Seller is responsible for payment of the VAT tax (Value-Added Tax).
- WITHDRAWAL FROM THE CONTRACT
- The right of withdrawal pursuant to the provisions of Section 7 of the Act 102/2014 cannot be exercised by the Buyer mainly in the following cases:
 - personalized goods made to consumer's particular specification;
 - perishable goods;
 - goods which after delivery cannot be separated from other materials;
 - goods delivered sealed, subsequently unsealed, for health or hygiene reasons;
 - goods like CDs, DVDs or software whose original seal and/or wrapping was removed after the delivery.

Except for the cases as provided in the article 7.1 of these Terms and Conditions and Section 7 (6) of the Act 102/2014, the Buyer shall have the right to withdraw from the Sales Contract within 14 (fourteen) calendar days from the date of the reception of the Product by the Buyer. The decision of the withdrawal by the Buyer from the Contract shall be sent to the Seller without delay but no later than 14 (fourteen) calendar days from the date of the reception of the Product

by the Buyer to the address of the establishment of the Seller or via email of the Seller: flacebratislava@gmail.com. In the event that the Order includes different types of Products and/or the Product is composed of several parts or Products which are ordered in one Order but delivered separately, the 14-day period shall start on the day on which the Buyer acquired physical possession of the last Product.

- RETURNS AND EXCHANGES

- If the Buyer exercises his right to withdraw from the Sales Contract pursuant to the article 7.2 of these Terms and Conditions, the Sales Contract becomes null and void. The Products shall be returned by the Buyer to the Seller within 14 (fourteen) calendar days after having informed the Seller of the decision to withdraw from the Sales Contract. The 14-day period shall be considered to have been respected if the Buyer sends the Product back within 14 (fourteen) calendar days. The Buyer shall bear the costs associated with the return of the Products even if the Products cannot be returned by common and generally accepted type of delivery.
- If the Buyer exercises the right of withdrawal pursuant to the article 7.2 of these Terms and Conditions, the Seller shall reimburse all sums received from the Buyer relating to the Product no later than 14 (fourteen) calendar days after having been informed of the Buyer's decision to withdraw from the Sales Contract. The Seller undertakes to reimburse the Buyer by using the same method of payment as chosen during the initial transaction except as expressly stated otherwise hereinafter. If the Product was delivered at the sales point, the reimbursement by the Seller shall be made by a bank transfer. If the Buyer agrees, the Seller may reimburse the Buyer upon receiving the Product from the Buyer if no additional costs are incurred by such type of transaction.
- The Seller may withhold the reimbursement of the Buyer until he has received the Product affected by the right of withdrawal and/or until the Buyer has supplied an evidence of having sent back the Product affected by the right of withdrawal, unless expressly agreed otherwise by the Parties.
- The Seller reserves the right to offset the compensation claim relating to the prejudice caused by the Buyer on the Product against the claim for reimbursement of the Price of the Product affected by the right of withdrawal.
- If the Seller decides to offer a gift to the Buyer, a donation contract is deemed to have been concluded between the Parties with an expiry clause which applies in case of withdrawal from the Sales Contract by the Buyer. In the event of such withdrawal, the donation contract will become null and void and the Buyer undertakes to return the Product and the gift to the Seller.
- TRANSPORTATION AND DELIVERY

- If the Buyer expressly chooses a certain type of delivery, although the Seller had offered a common and generally acceptable type of delivery which would have incurred lower shipping costs, the Buyer shall bear the difference in the costs between these two types of delivery and the risk of loss of the Product shall be passed on to the Buyer.
- If according to the Sales Contract, the place of delivery is chosen by the Buyer in the Order, the Buyer shall be bound to take over the Product upon delivery. If the Buyer fails to take over the Product, the Seller reserves the right to add the Buyer to the list of unreliable buyers (hereafter referred to as „blacklist“) which implies the obligation of the Buyers to pay the Price of the Product in advance by electronic means to the bank account of the Seller.
- If due to the exclusive fault of the Buyer, the Seller needs to proceed to a repetitive delivery or different type of delivery than the one indicated in the Order, the Buyer shall bear the costs associated with such type of delivery.
- The delivery of the Products may be subject to additional conditions if issued by the Seller. Any other information relating to delivery of the Products is available on Payment and Delivery.
- We deliver to all countries outside the European Union on a duty-free basis. This means, that the recipient will be liable for any local sales tax or import duties charged by the delivery courier. Rates and taxes are set by the target country. We cant be held responsible if the local customs authorities delay the process or want to seize any items or collect any import duties. The beneficiary is responsible for paying the tax. The duty is payable by the payee to the courier by credit card or in cash upon delivery of the shipment.
- WARRANTY
- The Buyer acknowledges that the Products displayed on the Website may not correspondent exactly to the real Products in terms of image, dimension or color.
- The rights and obligations of the Parties arising out or in connection with these Terms and Conditions are subject to mandatory overriding legal rules, in particular the Civil Code, the Act 102/2014 and the Act No. 250/2007 Coll. on Protection of Consumers and on changes and amendments to Act No. 372/1990 Coll. on offences, as amended.
- The Seller warrants to the Buyer that the Products shall:

- comply with the description given by the Seller and any applicable specification and shall be free from defects and remain so for 24 months after the delivery;
 - comply with the description agreed by the Parties and if the Parties haven't agreed on any description, the Product shall comply with the description given by the Seller or by the Buyer or the description the Buyer reasonably could have expected for given the nature of the Product and the advertisement of the Product by the Seller;
 - is fit for any particular purpose for which the Product of the same type is normally used or for the purpose indicated by the Seller;
 - show the quality and the performance of the Product which the Seller has held out to the Buyer as a sample or a model;
 - have the agreed quantity, the quality and the weight;
 - comply with all applicable statutory and regulatory requirements.
- Upon delivery, the Buyer is solely responsible for verifying the packaging and shall report any defects on the delivery note to the carrier of the Products and the Seller. In the event that the packaging is broken and/or the Product is damaged and/or the Product is defective, the Buyer has the right to refuse such defective Product. It is expressly agreed by the Parties that any later warranty claims shall not be taken into consideration by the Seller.
 - The Seller is responsible for the latent defects of the Product. The action resulting from latent defects must be brought by the Buyer within two (2) years from the discovery of the defect. In the event that the defect appears within 6 (six) months after the taking over of the Product by the Buyer, the Product shall be considered to have been defective at the time of taking over by the Buyer.
 - If the Seller accepts the existence of the defect, the Seller shall have the right, at its choice, either reimburse the Price of the Product or replace the defective Product. The Parties agree that no reimbursement will be made by the Seller if the Product had been used or damaged by the Buyer. The proof of existence of the latent defect shall be brought by the Buyer except for the case as expressly stated herein.
 - The notification relating to the warranties shall be send by the Buyer to the relevant establishment of the Seller provided the nature of the Product or the headquarters of the Seller.

- The Seller disclaims all the responsibility for the defects apparent at the time of the taking over of the Product by the Buyer.
- The warranty of the Seller shall be excluded in cases of external damages of the Product or in cases of wrong use of the Product by the Buyer or in cases of non-conform use of the Product by the Buyer or in cases of a negligence of the Buyer or in cases of a wrong maintenance of the Product by the Buyer or in the event that the Price had already been reduced for the defective Product or in the event that the Price had already been reduced by the common agreement of the Parties and in cases of normal use of the Product by the Buyer.
- Any other rights and obligations of the Parties relating to the warranty are provided in the warranty section of the Website.
- FORCE MAJEURE
- In the event of strikes, difficulties or other events due to general or extraordinary conditions, which would influence the delivery of the Products, the Seller shall be authorized to postpone or cancel the Orders. The Seller shall not be liable for any events arising out of an event beyond its reasonable control.
- OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES
- The title to the Products shall be transferred to the Buyer upon the payment by the Buyer of the Price of the Product and associated shipping costs.
- The Seller declares having obtained the company business license.
- DATA PROTECTION
- The Buyer's rights and obligations are provided for in the European Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals regarding the processing of personal data and on the free movement of such data and any national laws implementing these Directives. The Buyer gives his consent for collecting and/or processing and/or recording of his Personal Data by the Seller, such as: name, surname, address, identification number, tax identification number, email address, telephone number and date of birth.

- The Personal Data of the Buyer shall be collected and/or processed and/or recorded for the purposes of implementation of the rights and obligations arising out or in connection with these Terms and Conditions and/or the Sales Contract and/or the management of the User Account. If the Buyer does not object to the processing of its Personal Data by the Seller, the Seller shall have the right to collect and/or process and/or record the Personal Data for the purposes of addressing to the Buyer commercial communication and other information relating to the Products, the Site or the establishment of the Seller. By using the Website, the Buyer gives his explicit consent to the processing of his Personal Data. The consent of the Buyer pursuant to this article relating to the marketing purposes is free and optional and does not prejudice the conclusion of the Sales Contract between the Parties.
- The Seller shall also have the right to collect and/or process and/or record the Personal Data of the Buyer for security purposes, to respect legal and regulatory requirements and so that the Personal Data of the Buyer may be communicated to the judicial authorities on demand.
- The Buyer shall have the right to:
 - access its Personal Data;
 - object to the processing of its Personal Data;
 - obtain information relating to its Personal Data;
 - modify or delete its Personal Data.
- To this effect, the Buyer can exercise the rights in the article 12.4 of these Terms and Conditions by contacting the Seller by electronic means on the address: facebratislava@gmail.com
- The Buyer undertakes to ensure that the Personal Data he has provided to the Seller are accurate, complete and up-to-date, in particular at the time of registration, in its User Account or in the Order. The Buyer shall notify any change to its Personal Data without delay to the Seller. The Parties agree and accept that the Seller shall not be held responsible for failure to deliver the Order if the Buyer provides inaccurate and/or incomplete Personal Data to the Seller.
- The Seller shall have the right to request a third party, the controller, to process the Personal Data of the Buyer.

- The carriers of the Products shall have the right to access the Personal Data as necessary for the exercise of their duties as carriers. The Personal Data shall be considered as confidential information and may not be disclosed by the Parties to any third parties except as expressly stated herein.
- The Personal Data will be processed by the Seller for the period of time necessary to carry out the rights and obligations arising or in connection of these Terms and Conditions and/or the Sales Contract.
- The Personal Data shall be processed by the Seller manually or with the aid of electronic means, by automatic or non-automatic means.
- In the event of breach of the provisions relating to the Personal Data, in particular in case of unauthorized access to Personal Data, destruction or deliberate tampering with the Personal Data, processing of the Personal Data in violation of private life of the Buyer or in the event of breach of the statutory requirements or if the processing of Personal Data exceeds the purpose as indicated in these Terms and Conditions, the Buyer may:
 - request clarification from the Seller or the collector with regards to the processing of its Personal Data;
 - demand the rectification of the situation.
- The Seller shall provide the information to the Buyer concerning his Personal Data. To this effect, the Seller may request a remuneration not exceeding the cost necessary to provide such information.
- SELLER'S INFORMATION AND COOKIES
- The Buyer acknowledges and accepts that all communication from the Seller relating to or arising out of the use of the Website will be send to his email address as indicated at the time of registration. The Buyer accepts to receive all the notification and/or information including business communication and/or certification and/or statement in any case from the Seller relating to the Products, the services or the Seller to the email address of the Buyer as indicated at the time of registration.
- The Buyer accepts the installation and the storage of cookies on his computer. The cookies are small text files which are issued by the Seller to ease internet browsing on the Website and to customize the presentation of the Website. In the event that the Buyer declines the

installation and the storage of cookies on his computer, the navigation on the Website and/or any and all services proposed on the Website and/or interactive features of the Website may be limited or not available.

- LIABILITY

- In no event shall the Seller's total liability for damages hereunder for any reason and upon any cause of action exceed the total amount of the Order.

- NOTIFICATIONS

- All notification and information addressed to the Buyer will be sent to the electronic address of the Buyer. The Buyer undertakes to notify the Seller without delay of any change to his electronic address.

- APPLICABLE LAW

- These Terms and Conditions and any rights and obligations arising out or relating in any way to the subject matter of these Terms and Conditions shall be governed, construed, enforced and interpreted in accordance with the laws of the Slovak Republic. Any dispute, suite or proceeding relating to or arising out of these Terms and Conditions shall be brought before the Slovak Trade Inspection in accordance with the applicable rules set out under the Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended.

- ENTIRE AGREEMENT

- The terms and Conditions and any document that is expressly referred to in these Terms and Conditions constitute the entire agreement between the Buyer and the Seller in the relation to the subject matter of these Terms and Conditions and supersede any prior agreement between the Parties except as expressly stated herein.

- SEVERABILITY

- If any provisions of these Terms and Conditions is made invalid and/or unenforceable and/or made by the court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or the enforceability of the other part of the provision or any other provisions of these Terms and Conditions and/or the Sales Contract. The unaffected provisions shall thus remain in full force and effect.

- MISCELLANEOUS
- The Sales Contract including the Terms and Conditions will be stored by electronic means and is not accessible to the Buyer.
- Any notification and/or correspondence send by the Buyer to the Seller under or relating to these Terms and Conditions shall be addressed to the Seller´s address: Hattalova 8, Bratislava 83103, and/or an email address: flacebratislava@gmail.com

In Bratislava on 1.9.2018