

# General Terms and Conditions of Business

## § 1 General

1. These General Terms and Conditions of Business (as amended) shall apply to business relationships of any kind between Eusahub, s.r.o., Hraničná 18, 821 05 Bratislava, Slovakia, registered in the Business Register of the District Court Bratislava I, Section : Sro, Insert No.: 83783/B, Identification No. 46815261, Tax Reg. No. 2023596267, VAT Reg. No.SK2023596267, +421 903 946 611, support@eusahub.com or Riedell Skates Europe, s. r. o., Humenské námestie 7 851 07 Bratislava, Slovakia, registered in the Business Register of the District Court Bratislava I, Section : Sro, Insert No.: 89334/B, Identification No. 47171545, Tax Reg. No. 2023782475, VAT Reg. No. SK2023782475, +421 903 946 611, support@riedellskates.eu (hereinafter referred to as "Seller") and the customer.
2. Supervisory authority: Slovenská obchodná inšpekcia (SOI), Inšpektorát SOI pre Bratislavský kraj, Bajkalská 21/A , P.O. Box 5, 827 99 Bratislava 27, Slovakia, +421258272172, www.soi.sk
3. Customers may be businesses or consumers. A consumer shall mean any natural person who concludes a legal transaction for purposes that can be primarily attributed neither to a trade nor a profession. A business shall mean a natural or legal person or a partnership with legal capacity which, in concluding a legal transaction, is acting in the exercise of its trade or profession.
4. The product display in the online store does not constitute a legally binding offer; instead it is merely a non-binding online catalogue of the range of products available. By clicking 'Confirm (Order)', the customer makes a legally binding commitment to purchase the goods in the shopping basket. The customer shall receive an order confirmation immediately after the order has been submitted. The sales contract shall enter into effect upon receipt of our order confirmation with Proforma invoice when needed. The contract is stored, and the order data is sent to the customer by email. Customers can view all of their previous orders by logging into the customer service pages of the website.
5. Seller reserves the right to refuse to perform the service promised if it becomes apparent after concluding the Contract that the goods are not available although a corresponding contractual transaction has been concluded. In such a case, the customer shall be notified immediately. Any considerations which have already been provided shall be reimbursed without delay. Further claims against Seller are excluded.
6. The contractual language is English or German.
7. When placing an order in the online store, the customer follows the technical steps as described below in detail:

- Click on "Proceed to checkout" in the shopping basket displayed on the screen
- Redirection to the general order overview page, where the customer is guided through the individual stages of the purchase
- **Step 1** Selection of "Billing and Shipping Address"
- **Step 2** Overview of Item# and Item description
- **Step 3** Completion of order by clicking "Confirm"
- **Step 4** Possibility to pay by credit card

The customer proceeds to each of the order steps referred to above using the usual functions of the internet browser.

## § 2 Delivery

1. If the customer is a business, delivery shall generally take place at the customer's risk. This also applies for partial deliveries. If the customer is a consumer, the risk of accidental loss and accidental deterioration of the sold goods shall only pass to the customer upon handover of the item, even in case of sales involving the carriage of goods. Handover shall be deemed to have taken place even if the buyer delays in accepting the goods. Delivery shall be to the delivery address specified by the customer.
2. All prices are cash prices and include VAT plus any applicable charges for packaging and carriage.
3. Shipping price is included in total price of the Purchase order when the customer confirms his order. Additional customs duties and charges for deliveries to countries outside the EU (third countries) shall be borne by the customer.
4. The goods must be thoroughly inspected by the customer or an authorised individual upon receipt in order to detect any transportation damage if the customer is a merchant within the meaning of the Slovak Commercial Code. Customers who are merchants must ensure that any transportation and packaging damage detected is confirmed in writing by the carrier upon delivery and reported. We also ask, without legal obligation, that customers who are consumers notify us of any clearly identifiable transportation damage.

## § 3 Statutory right of withdrawal

### 1. **Statutory right of withdrawal**

If the customer is a consumer, he/she shall be entitled to withdraw from this Contract within fourteen (14) days without giving any reason for doing so. The deadline for withdrawal shall be fourteen (14) days from the date on which the customer or a third party appointed by the customer, who is not the carrier, takes possession of the final goods delivered.

In order to exercise the statutory right of withdrawal, the customer must notify

the Seller (Eusahub, s.r.o./Riedell Skates Europe, s. r. o., sklad BRS, Stará Vajnorská 1419/17, 83104, Bratislava, Slovakia. Tel: +421 903 946 611, Email: support@riedellskates.eu) of his/her decision to withdraw from this Contract in a clear declaration (e.g. by sending a letter by mail or email). The customer may use the withdrawal form template from the purchasing system; however, this is not obligatory.

The withdrawal deadline shall be deemed to be met if the customer sends the communication concerning the exercise of the right of withdrawal before the expiry of the deadline.

## 2. **Consequences of withdrawal**

If the customer withdraws from this Contract, we must reimburse any payments we have received from the customer, including delivery costs (excluding any additional costs incurred if the customer has selected a different type of delivery to the cheapest standard delivery option offered by us) without delay, but no later than fourteen (14) days after the day on which we receive the notice of the customer's withdrawal from this Contract. We will use the same payment method the customer used for the original transaction in order to provide the reimbursement, unless otherwise expressly agreed; under no circumstances will the customer be charged a fee for this refund. We may withhold the reimbursement until we have received the returned goods or until the customer has provided proof that he/she has returned the goods, whichever is earlier.

The customer must return or hand over the goods to us without delay and no later than fourteen (14) days from the date on which he/she notifies us of withdrawal from this Contract. The deadline is deemed to be met if the customer sends the goods before the expiry of the fourteen-day deadline. We shall bear the costs of returning the goods.

The customer shall only be liable for any diminished value of the goods if this loss in value is attributable to any use or handling of the goods which is not deemed necessary in order to verify the condition, features and functioning of the goods.

## 3. **Exclusions from the statutory right of withdrawal**

The statutory right of withdrawal shall not apply in the following cases:

- Delivery of goods which are not prefabricated and have been manufactured on the basis of a personal choice or according to customer specifications, or of goods which have clearly been tailored to the customer's personal requirements.
- Delivery of sealed goods which are not suitable to be returned for reasons relating to health protection or hygiene if their seal has been removed after delivery.

## § 4 Warranty and compensation

1. Defects or any other damage caused by negligent or improper treatment of the goods, improper installation, the use of unsuitable accessories or changes made to the original parts by the customer or a third party not commissioned by the Seller are not covered by the warranty.

2. Signs of wear and tear from normal use are also excluded from the warranty.
3. If the customer accepts the goods or the object of the order despite being aware of a defect, he/she shall only be entitled to assert warranty claims to the extent described below if he/she has expressly reserved the right hereto in writing immediately after receiving the goods.
4. Warranty claims on the grounds of transportation damage may only be asserted by the customer if the obligation to inspect and report in accordance with § 2 item 4 has been fulfilled. This does not apply if the customer is a consumer.
5. The warranty period for new items shall be 24 months. The period shall commence upon transfer of risk. Conversely, the warranty period for used items shall be 12 months unless **the Seller** is liable without limitation in accordance with § 4 item 7, in particular for detriment to life, body and health. If the customer is a business, the warranty period for new items shall be one year and six months from the transfer of risk, and for used items six months from this date, unless the Seller is liable without limitation in accordance with § 4 item 7, in particular for detriment to life, body and health.
6. Warranty formalities shall otherwise be carried out in congruence with the legal regulations.
7. **Seller** shall be liable for damage arising from causes other than the detriment to life, body and health only to the extent that such damage arises from wilful misconduct, gross negligence or the culpable violation of a fundamental contractual obligation on the part of **the Seller** or a vicarious agent (e.g. the delivery service) of **the Seller**. Any further liability for damages shall be excluded. In the event of a negligent breach of a material contractual obligation, the liability of the Seller shall be limited to foreseeable damage.

## § 5 Due date and payment terms

1. Unless otherwise agreed in writing, invoices from **the Seller** must be paid in full without delay. Orders paid in advance will be shipped upon receipt of payment.
2. Ownership title to all the Products bought from the Seller on the basis of Post-payment Agreement by customer shall remain the property of (the ownership title shall be vested in) the Seller until the due payment of the respective invoice is executed by the customer. Seller retains the right to claim back any and all such items for which the invoices have not been paid within 15 days from the date of their maturity at the latest. Customer is then obliged to return such items to the place of the Seller's choice immediately after being requested to do so by the Seller. Cost for reclaiming the products and/or value of the unpaid products will be billed by the Seller to the respective customer.
3. **Seller** reserves the right to decline cheques and other non-cash means of payment. Acceptance of these methods shall be for the purpose of payment only. Foreign currency payments shall be credited according to our bank statement. The bank fees must be borne by the customer.
4. If the customer falls into default on the payment of the purchase price, interest is to be paid on the total purchase price at five percentage points above the respective base rate for the duration of the delay. If **the Seller** is able to prove that

greater damages were suffered as a result of the default, the Seller shall be entitled to assert the corresponding claims on these grounds.

## § 6 Retention of title

1. If the customer is a merchant within the meaning of the Slovak Commercial Code, the goods supplied shall remain the property of the Seller until all of the outstanding claims against the customer, including any existing ancillary receivables, have been paid in full. In case of contracts concluded with consumers, Seller shall reserve the right of retention for the goods until the purchase price has been paid in full.
2. The customer shall not be entitled to sell the goods to third parties or to take any other measures which could put the ownership of the Seller at risk until the purchase price has been paid in full. The customer hereby assigns to the Seller any future claims against the buyer in the amount of the purchase price agreed between the Seller and the customer, including interest and ancillary payments. Seller accepts this assignment.

## § 7 Place of fulfilment and place of jurisdiction

1. The law of the Slovak Republic shall apply with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. Should the purchaser also be the consumer, this only applies to the extent that they do not lose the protection of binding legal provisions of their state of usual residence.
2. The place of fulfilment for all services and products arising from business transactions with the Seller shall be Bratislava, Slovakia, insofar as the customer is a merchant, a legal person governed by public law or a special fund under public law.
3. If the customer is a merchant, legal person governed by public law or special fund under public law, Bratislava, Slovakia shall be the exclusive place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship with the customer or from these General Terms and Conditions of Business.

## § 8 Alternative dispute resolution

The seller is not obliged and is not prepared on principle to participate in a dispute settlement proceeding in front of a consumer arbitration board.

## § 9 Closing provision

If any of these provisions cannot be applied for whatever reason, this shall not affect the validity of the remaining provisions.