

GENERAL TERMS AND CONDITIONS

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I. BASIC PROVISION

1.1 These General terms and conditions (hereinafter referred to as the "**GTC**") regulate relations between the Purchaser (hereinafter referred to as the "**Purchaser**") and the Seller - TEX PRINT v.d. (hereinafter referred to as the "**Seller**") in the sale of mainly promotional textiles (hereinafter referred to as "**Goods**"). The Purchaser confirms at the moment of sending his order that he agrees with these general terms and conditions valid at the time of sending his order and is bound by them from the moment of conclusion of the Purchase contract. Submitting the order, the Purchaser confirms that he has read these terms and conditions and agrees with the terms and conditions before making his order. These general terms and conditions form an integral part of any purchase contract concluded in the form of a Seller's offer and a Purchaser's order for goods delivery. In the event of a conflict between the provisions of the Purchase contract and these general terms and conditions, the provisions of the Purchase contract shall prevail.

II. DEFINITIONS

2.1 Terms and conditions

the contractual provisions agreed between the Seller and the Purchase in this document.

2.2 Electronic order

an electronic form containing information about the Purchaser, a list of ordered goods from the E-shop offer www.texprint.sk (hereinafter referred to as the "E-shop") and the total price of these goods, processed by the E-shop system.

2.3 Goods

products that reach the consumer through the market. The goods are all products of the Seller listed on the e-shop site including:

- product labelling in all possible ways according to the customer's wishes such as screen printing, digital printing, flock, flex, tampon-printing, etc.
- all graphic, manufacturing and service works and the provision of transport to suppliers or other carriers or only the services themselves (printing, printing processing, etc.).

The list of goods on any E-shop website operated by the Seller is a catalogue of goods normally delivered and the Seller does not guarantee the immediate availability of all listed goods. The availability of the goods will be confirmed to the Purchaser based on the Purchaser's enquiry.

Information about the goods listed in the E-shop catalogue is drawn from publicly available sources and official websites of the manufacturer and importer. The Seller is not responsible for the correctness of the information drawn from these sources.

III. SELLER (CONTRACTOR)

The Seller and operator of the internet shop www.texprint.sk is:

TEX-PRINT v.d., Továrenská 1066, 900 61 Gajary, Slovak Republic

Registration ID: 35 802 987 VAT No.: SK 2020207838

Commercial company registered in the Commercial Register of the District Court Bratislava I, Section: Dr, Insert No.: 479/B. A VAT payer.

IV. PURCHASER

4. Purchaser (or Customer)

The Purchaser is the consumer or the entrepreneur.

4.1.1 Consumer

A consumer is a natural person who, when concluding and performing a contract, does not act in the course of his commercial or other business or in the exercise of his own profession.

4.1.2 When commencing business relations, the consumer gives the Seller his contact details, necessary for processing the order and the data that he wants to have stated on the promotional textile (articles).

4.1.3 The legal relations between the Seller and the consumer not expressly regulated by these GTC shall be governed by the relevant provisions of Act No 40/1964 The Civil Code (hereinafter referred to as "**CC**"), Act No. 250/2007 on Consumer protection and Act No. 102/2014 on Consumer protection on the sale of goods or provision of services based on distance contracts and off-premises contracts (hereinafter referred to as "**CPSGDC**"), as well as related regulations, all as amended.

4.2 **Entrepreneur** means:

- (i) a person registered in the Commercial Register,
- (ii) a person doing business under a trade license,
- (iii) a person doing business under a non-trade license under special regulations,
- (iv) a natural person who performs agricultural production and is registered in a special regulation.

4.2.1 The legal relations between the Seller and the Purchaser, who is an entrepreneur, not expressly regulated by these GTC or the contract between the Seller and the Purchaser are governed by the relevant provisions of Act No. 513/1991 The Commercial Code, as amended, and related regulations.

4.3 The Purchaser is aware that by purchasing products that are among on the Seller's commercial offer, there are no rights to use the registered trademarks, trade names, Seller's corporate logos or other companies unless otherwise agreed in a specific contract.

V. PURCHASE CONTRACT

An order sent to the Seller (whether by e-mail or by filling in and sending the order form within the E-shop) constitutes a proposal to conclude a purchase contract. The Purchase contract itself is concluded **by the Seller's order confirmation** , which will accept the order itself. From this moment between the Purchaser and the Seller there are mutual rights and obligations, which are defined by the Purchase contract and these terms and conditions, which are an integral part of the Purchase contract.

VI. PRICES

6.1 All prices are contractual.

6.2 The **E-shop** always has current and valid prices. Prices last until new prices are published. The price of the goods in the e-shop includes value added tax (VAT). The price does not include the cost of delivering the ordered goods to the destination. The Seller reserves the right to adjust the price of the goods shown on the E-shop when ordering all products if he finds that the price has contained errors. He will inform the Purchaser of this fact before confirming his order.

6.3 The price of goods quoted **in the quotations** is binding for us for 1 month. After this period, the price is indicative and non-binding by the Seller. The price agreement for the work is a part of the contract and is concluded by a consensus between the Parties (usually a written confirmation of the order and receipt of flawless documents). VAT will be added to the price at the applicable statutory rate.

6.4 In the event of a price increase with a contract-related input by the contractor (mainly paper, paint, fabric, etc.) or other costs related to the contract (e.g. fuel prices), the contractor (Seller) reserves the right to increase the price for the work.

6.5 If the customer (Purchaser) after the conclusion of the contract suggests a change in the subject of performance, the contractor (Seller) reserves the right to suspend the performance of the contract until the consensus between the Parties to the proposed change resulting, in particular, in the new price for the work and its new time performance. At the same time, the customer (Purchaser) undertakes to pay the contractor the costs incurred by the contract change proposal. If there is no consensus to change the contract, the originally agreed time of performance shall be extended by the period during which performance of the contract under the first sentence of this point was suspended.

6.6 The cost of a work does not include packages, packaging, handling, handling equipment, security equipment, transportation costs, insurance, storage, or other similar items, unless expressly agreed otherwise between the Parties.

VII. PAYMENT CONDITIONS

- prepay by bank transfer
- direct deposit to the Seller's account
- on-line credit card payment
- invoice payment with due date (only subject to special conditions)

7.1 Payment via electronic banking (TrustPay) and payment card is done by the Purchaser directly in the order process. Payment in advance by bank transfer or direct deposit to the account must be made within three (3) business days of receiving the **order confirmation**. **The order number is given as the variable symbol**. If the payment is not credited to the Seller's bank account within fourteen (14) business days of order creation, the Seller will cancel the order.

VIII. ORDERING

8.1 The Purchaser receives the goods at the price valid at the time of concluding the Purchase contract. The consumer Purchaser has the opportunity to check the total price including VAT and all other charges before placing an order. The Purchaser has the opportunity to become aware of the fact that the offer or price remains valid before making the order. In the case of special goods on order, or goods that are not in stock, the Seller confirms to the Purchaser in advance by phone/e-mail the price and delivery date. If the Purchaser is a consumer, he must be aware in advance of the fact that the goods are on order for the goods in question (note "At the supplier" stated on the goods) meaning the Purchase contract between the two Parties will not be made until the offer is refined by Seller.

8.2 You can order them in the following ways:

- via electronic order through the E-shop system www.texprint.sk
- via e-mail at texprint@texprint.sk
- in exceptional cases by telephone

8.3 At the same time, the ordering party (Purchaser) shall specify in the order the period within which it requests delivery of the ordered goods. By the emergence of consensus between the Parties (usually by written confirmation of the order and acceptance of faultless documents), the contractor (Seller) is obliged to make and deliver the ordered goods within the period specified in the contract and the ordering party's obligation to pay the contractor duly and timely the agreed price as well as to take over the work. If, according to the contract, the ordering party is obliged to pay the contractor an advance on the price or its part, the contractor's time limit for the performance of the obligation shall be from the day following the composition of the advance. If the documents for printing are not entered according to the terms and conditions for the submission of documents, the contractor's time limit for fulfilling the obligation shall not be effective until the day following the receipt of the correct documents.

8.4 The Purchaser is responsible for declaring that the provided print materials do not suffer from a legal defect, and the copyright, as well as other intellectual property rights, are settled.

To print your **own** image (theme), the Purchaser must own the license to use the graphic. If the Purchaser is not sure of the right to use the theme, the Purchaser is obliged to contact the rightsholder concerned.

Usually, the use of well-known trademarks or company logos also means a violation of the copyright of individual owners. If a third party claims its rights of ownership or copyright infringement against the Seller, the Purchaser is obliged to exempt the Seller from these eligible claims and to pay the defence costs.

IX. CANCELLING AN ORDER

9.1 The Purchaser has the right to cancel the order by e-mail at texprint@texprint.sk or by phone at +421 (0) 905 215 000 in the following cases:

- if the order was not confirmed by the Seller,
- in case the published price of the product has not been complied with.

If the Purchaser cancels an already confirmed order, he is obliged to pay to the Seller all demonstrable costs incurred in connection with the execution and delivery of the order. The Purchaser is obliged to pay the above-mentioned costs in case of marked goods made according to special requirements of the Purchaser. In the case of unmarked goods, the Seller pays these costs according to the applicable regulations.

9.2 The Seller has the right to cancel the order if, due to the selling out or unavailability of the goods, even when making every effort that can reasonably be required of him, he is unable to deliver the goods to the Purchaser within the specified time or in the price indicated in the contract or agreed upon, agree otherwise with the Purchaser.

The Seller has the right to cancel the order even if the customer does not reply to the e-mail or cannot reach him by phone for more than three (3) business days in continuation.

The Seller has the right to cancel the order even if payment for the order is not received within fourteen (14) business days of the order creation. The exception is payment in cash upon receipt of goods.

X.WITHDRAWAL FROM THE CONTRACT AND REFUND IN CASE OF CANCELLATION OF THE ORDER AFTER PAYMENT

10.1 Pursuant to Act No. 102/2014 - on Consumer protection, the **Purchaser has the right** to withdraw from the Purchase contract **without giving any reason** within fourteen (14) days, **unless it is the sale of goods made to the specific requirements of the Purchaser or specifically for one Purchaser** (for example, if it is a T-shirt without a printed theme that has not been purged according to specific requirements). The fourteen (14) day period begins on the day when the goods are taken over by the Purchaser or a person authorized by him, with the exception of the carrier. To exercise the right of withdrawal, the Purchaser is obliged to clearly inform the Seller of his decision to withdraw from the contract by e-mail (e-mail address: texprint@texprint.sk), or by letter sent by post (address: TEX-PRINT v.d., Továrenská 1066, 900 61 Gajary, Slovak Republic). For this purpose, the Purchaser may use the enclosed - Cancellation Form, but this is not a condition. To comply with the withdrawal period, the Purchaser must send the message to the Seller no later than the last day of the withdrawal period. By the Purchaser withdrawing from the contract, the Purchase contract is cancelled from the beginning.

10.1.1 In case of withdrawal from the contract, the Purchaser is obliged to return the goods to the Seller unused, undamaged and with proof of purchase from the Seller (invoice). The goods should be sent back, or delivered in person to: TEX PRINT v.d., Továrenská 1066, 900 61 Gajary, Slovak Republic within fourteen (14) days from the date of exercise of the right of withdrawal. The period shall be deemed to be complied with if the Purchaser sends the goods before the expiry of the fourteen (14) day period. The goods must be sent by registered mail and insured (the Seller is not liable for any loss or damage during transport). The cost of returning the goods is borne by the Purchaser. The Purchaser shall be liable for any impairment of the goods as a result the goods being handled other than necessary to determine the nature, characteristics and functionality of the goods. In the event that the goods lose their value, the Seller is entitled to reduce the returned amount to the Purchaser, as long as the change in condition, features and functionality of the goods is directly related to how the goods were used and handled.

10.1.2 In case of withdrawal from the contract, the Seller is obliged to take back the goods and return all payments he has made in connection with the conclusion of the contract to the Purchaser, in particular the purchase price including the cost of delivery. This does not apply to additional costs if the Purchaser has chosen a different type of delivery than the cheapest standard delivery method offered by the Seller. Payments will be returned to the Purchaser without undue delay, no later than fourteen (14) days from the date the Seller receives a notice of withdrawal from the Purchaser, but not earlier than three (3) days after receipt of the returned goods by the Seller. We will use bank transfer to refund your payment, therefore please provide us with your bank account number in our contact email so that we can return your payment without problems.

10.2 The Purchaser **has no obligation** to withdraw from the contract:

- **if the goods he ordered (such as T-shirts) was not made in advance, but the individual choice or the specific request of the customer of the Purchaser was decisive for its production, or**
- **if the goods he ordered (such as T-shirts with personal texts or themes) was specifically designed for one customer, then the Purchaser.**

10.3 The Seller is not obliged to accept unclean or otherwise dirty goods not complying with hygiene standards for complaints after the expiry of the statutory period of seven (7) days (Act No. 102/2014).

10.4 **Withdrawal from the contract by a purchaser who is an entrepreneur**

In the event that the Purchaser is an entrepreneur, the Purchaser may be offered a substitute withdrawal from the Purchase contract depending on the status of returned goods, lost warranty and

the current price of returned goods. The condition of the goods is evaluated by the Seller. In the event that the terms and conditions acceptable to both Parties are not agreed upon, the goods will be returned at the Purchaser's costs. The Seller is entitled to charge the Purchaser any additional costs incurred in connection with the invalid withdrawal.

When issuing a credit note, an ID card may be required from the Purchaser to protect the Purchaser's ownership rights. By presenting the ID card, the Purchaser agrees to the processing of personal data under Art. XIII. (pursuant to Section 3 of Act No. 428/2002 on Personal data protection).

XI. DELIVERY TERMS AND COSTS RELATED TO DELIVERY OF GOODS

11.1 The way of delivery is

- via a courier company
- personal purchase at company headquarters

11.2 The price of packing and transport of goods to the place of delivery stated by the Purchaser in the order is paid by the Purchaser.

11.1 The goods are insured for damage and loss during transport, and this insurance is included in the transport price mentioned in the previous article.

11.3 The delivery of the goods to the Purchaser will be realized as soon as possible, usually within ten (10) working days after the amount has been credited to the Seller's account (in the case of cashless payment of the purchase price) according to the availability of the goods and the Seller's operational possibilities. Delivery time depends on the nature of the order (type of goods, quantity, special requirements, ...).

11.4 The place of delivery of the goods is determined by the Purchaser when ordering the goods. The goods shall be deemed to have been delivered to the address specified in the Purchaser's order.

11.5 The goods delivered shall remain the property of the Seller until they are fully paid for.

11.6 In the event of non-acceptance of the goods by the Purchaser, the Seller reserves the right to claim damages. In the event that the Purchaser does not accept the goods at the time of first delivery and requests re-delivery of the goods, he is obliged to pay the costs of both the first and the re-delivery.

11.7 The Seller issues an invoice for the ordered goods, which he will give/send to the Purchaser together with the ordered goods.

11.8 The Purchaser acquires the ownership right to the goods by full payment of the whole purchase price for the goods.

11.9 If the transport of goods to another member state of the European Union is carried out by the customer himself, if the customer arranges the transport by another person, he is obliged to deliver to the contractor a transport document or other proof of dispatch in which the destination is stated, or a written declaration of the customer stating that the goods have been transported to another member state of the European Union.

11.10. If the customer fails to fulfil the obligation stated in Art. XI. Par. 9 of these general terms and conditions, he undertakes to pay the contractor damages incurred by the delivery of goods (in accordance with the provisions of Section 43 Par. 8 of Act No. 222/2004 on Value added tax as amended).

XII. COMPLAINTS

12.1 The Purchaser is obliged to inspect the goods upon receipt. If he finds mechanical damage to the packaging of the goods, the Purchaser is obliged to check the condition of the goods and, in case of damage, make a record of the damage, which will be signed by the carrier's representative. Liability for damage during transportation of the goods to the Purchaser is borne by the carrier as the goods are insured. On the basis of the record made, the Purchaser will be provided with a reasonable discount or a new product delivered after the loss event has been concluded with the carrier.

12.2 The Seller is responsible for the damage that the goods have when they are taken over by the Purchaser and during the warranty period. The warranty period is twenty-four (24) months and commence on the date of receipt of the goods by the Purchaser. The warranty does not cover normal wear and tear of the goods caused by their use.

12.3 If the Purchaser finds out the damage for which the Seller is responsible, he is obliged to claim the Seller's complaint without undue delay.

CLAIMS PROCEDURE:

- 1. To inform the Seller as soon as possible by email (email address: texprint@texprint.sk).*
- 2. To send claimed goods to: TEX-PRINT v.d., Továrenská 1066, 900 61 Gajary, Slovak Republic*

Complaints are handled in accordance with the relevant provisions of the Civil Code.

12.4 Removable damage:

12.4.1 In the case of damage that can be removed, the Purchaser has the right to have it removed free of charge, on time and properly. The Seller is obliged to remove the damage without undue delay.

12.4.2 Instead of removing the damage, the Purchaser may request replacement of the item if the Seller does not incur excessive costs with respect to the price of the goods or the severity of the damage.

12.4.3 The Seller can always, instead of removing the damage, replace the defective item with a flawless one if it does not cause serious problems to the Purchaser.

12.4.4 If the Purchaser cannot properly use the item for recurrence of damage after repair or for more damage, he has the right to replace the item or to withdraw from the contract, i.e. the right to return the purchase price (the Purchaser has the right to choose).

12.5 Unrecoverable damage:

12.5.1 In the case of damage which cannot be removed and which prevents the goods from being properly used as an error-free item, the Purchaser has the right to replace the item or has the right to withdraw from the contract (the Purchaser has the right to choose).

12.5.2 In the case of other unrecoverable errors (i.e. those that do not prevent the item from being properly used as an error-free item), the Purchaser has the right to a reasonable discount on the price of the item.

12.6 After the Purchaser claims, the Seller is obliged to determine the method of handling the claim immediately, in complex cases within three (3) working days at the latest, in justified cases, especially if complex technical evaluation of the product or service is required, within thirty (30) days at the latest. After determining the way of handling the complaint, the complaint will be handled immediately; however, the complaint may not take longer than thirty (30) days from the date of complaint. Upon expiry of the complaint settlement period, the consumer has the right to withdraw from the contract or has the right to replace the product with a new product.

12.7 The Seller is obliged to issue to the Purchaser confirmation of the complaint, immediately, resp. without undue delay. No later than thirty (30) days from the date of filing the complaint, the Seller is obliged to issue the Purchaser with proof of the complaint.

12.8 The period from the exercise to the right of liability for damage until the Purchaser is obliged to take over the item after the repair has been completed shall not be included in the warranty period. If items are replaced, the warranty period commences again following receipt of the new item.

12.9 The Purchaser has the right to reimbursement of the necessary costs incurred in connection with the exercise of the right to liability for damage. This right must be exercised at the latest within one month after the expiry of the period for which the damage is to be claimed; otherwise it will legally expire. Entitled warranty claims are free of charge. In case of an unjustified complaint, the Purchaser is obliged to pay the costs incurred in solving this complaint.

XIII. CONTRACTUAL PENALTIES AND DAMAGES

13.1 In the event that the customer (Purchaser) refuses or otherwise prevents the contractor (Seller) from fulfilling its obligation, the customer is obliged to compensate the contractor for the incurred damage and lost profit in full.

13.2 The contractor is not obliged to compensate for damage if the breach of the obligation arising from the obligation relationship was caused by circumstances excluding liability under the applicable legal regulations (especially a so-called force majeure such as strike, flood, storm, earthquake, windstorm, ice, other similar natural element, war, threat of war, other armed conflict or the threat of such, rebellion, demonstration, traffic disruption, traffic accident, fire, sabotage or terrorist attack, or its threat, explosion, natural or other disaster, governmental act, act of the European Union or of international origin, destruction or damage to the contractor or his subcontractor's production line, supply failure, change of in customs and tax regulations, import/export quotas, export/import ban, gas, electricity or other power outage, as well as any other causes that the contractor cannot influence and which are likely to affect the performance of the work, etc.).

3. If damage to the subject of performance arises which originates from the shipment, the contractor shall be liable for it if its liability comes to the maximum of the minimum limit set by the CMR, but always max. up to the amount that is actually enforceable by the contractor against the carrier or other similar person.

4. If the customer fails to pay the price or its part duly and in time, the contractor shall be entitled to a contractual penalty of 0.1 % of the amount due for each and every delayed day, in addition to the

statutory interest on late payment calculated in accordance with the applicable law of the Slovak Republic. The contractor's claim for damages is not affected by the contractual penalty.

XIV. PERSONAL DATA PROTECTION

In connection with the introduction of new legislation on the protection of personal data - Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation – GDPR) and implementing measures to ensure the compliance of the company with the GDPR as well as the related relevant data protection legislation. Customers can find a general information obligation on personal data protection [HERE](#).

XV. FINAL PROVISIONS

These GTC have been updated and valid from 24.05.2018 and fully replace previous GTC. The Seller reserves the right to change these GTC without prior notice. These GTC become effective against the Purchaser by entering into the Purchase contract. By sending the order, the Purchaser confirms that he has read these GTC and agrees with them in their entirety. The Seller may change the goods listed on the E-shop at any time and without prior notice.