

# GENERAL TERMS AND CONDITIONS OF THE ESKADA, Ltd. COMPANY BRAND TRUUNE

## Article I. General provisions

1. These General Terms and Conditions (hereinafter referred to as "**GTC**") apply to the sale and purchase of goods through the online store located on the domain [www.truune.com](http://www.truune.com) or any other available means of remote communication.
2. These GTC regulate the rights and obligations of the parties arising from the conclusion of a distance purchase contract between the seller and the buyer, the subject of which is the sale and purchase of goods through an online store located on the domain [www.truune.com](http://www.truune.com).
3. These GTC are an integral part of the Purchase Agreement specified in Article I. point 2 of these GTC (hereinafter referred to as the "**Purchase Agreement**"). If the Seller and the Buyer enter into a written contract of sale in which they agree on terms and conditions different from the GTC, the provisions of the contract of sale shall prevail over these GTC.
4. The subject of these GTC is to define the rights and obligations of the contracting parties arising from the purchase contract and to provide information in accordance with the provisions of Section 3(1) of Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or the Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the "Act") and other relevant legislation.
5. These GTC are drawn up in accordance with:
  - Act No. 250/2007 Coll. on Consumer Protection, as amended (hereinafter referred to as the "**Consumer Protection Act**");
  - By law;
  - Act No. 391/2015 Coll. on Alternative Dispute Resolution of Consumer Disputes and on Amendments and Additions to Certain Acts, as amended (hereinafter referred to as the "**Alternative Dispute Resolution Act**");
  - Act No. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**");
  - Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as the "**Commercial Code**");
  - Act No. 22/2004 Coll. on electronic commerce and on amendment and supplementation of Act No. 128/2002 Coll. on state control of the internal market in matters of consumer protection and on amendment and supplementation of certain acts, as amended by Act No. 284/2002 Coll. and with other applicable legal regulations in force in the territory of the Slovak Republic.
6. These GTC are displayed on the website of the online store [www.truune.com](http://www.truune.com) and thus enable their archiving and reproduction by the buyer.
7. By sending the order, the Buyer confirms that he/she has thoroughly read these GTC, understands their content and agrees to them in this wording without reservation. The Buyer also confirms that these GTC together with the Purchase Contract express his free and serious will as to how the relationship between the Buyer and the Seller is to be governed.
8. The contracting parties may agree to change these GTC before the conclusion of the purchase contract, thereby guaranteeing the equality of the contracting parties.

## Article II. Definitions

1. Unless otherwise agreed between the Seller and the Buyer in the Purchase Contract, for the purposes of interpretation of these GTC and the relevant Purchase Contract, the following terms shall have the meanings set out below:

**price** - means the purchase price for the goods in the amount stated in the offer in the online store, unless otherwise agreed between the buyer and the seller.

**electronic content** - means data created and provided in electronic form, in particular computer programs, software, applications, games, music, videos or text.

**online shop (e-shop)** - means an online shop located on a domain [www.truune.com](http://www.truune.com).

**buyer** - means a natural or legal person who purchases goods or uses services, in particular consumers and entrepreneurs.

**buyer entrepreneur** - means a person referred to in the provisions of Section 2(2) of the Commercial Code.

**consumer buyer (consumer)** - means a natural person who is not acting within the scope of his/her business when concluding and performing a consumer contract.

**order** - means an act of the buyer in connection with the online store, which expresses the buyer's will to conclude a purchase contract with the seller, the subject of which is the purchase of goods offered on the online store.

**supervisory authority** - the supervisory authority is:

*Slovak Trade Inspection*

Inspectorate of the Slovak Trade Inspection based in Košice for the Košice Region

Headquarters: Vrátna 3, P. O. BOX: A-35, 040 65 Košice 1

tel. no.: 055/729 07 05, 055/622 76 55

fax no.: 055/622 46 95.

**offer** - means the list of goods offered by the seller, which is listed on the Internet domain [www.truune.com](http://www.truune.com).

**Seller** - is the operator of the online store located on the domain [www.truune.com](http://www.truune.com):

**ESKADA, s.r.o.**

**Seat: Námestie Osloboditeľov 20, 040 01 Košice, slovenská republika**

**ICO: 36579751,**

**Entry: in the Commercial Register of the District Court in Košice I , Section: Sro, Entry No.: 14943/V**

**ID: 2021830690,**

**VAT ID: SK2021830690,**

**Tel. contact: +421907917188**

**e-mail: [truune@truune.com](mailto:truune@truune.com).**

**software** - means the software necessary for the proper use and registration of the goods, which is supplied with the goods on a durable medium. Where the goods are supplied with software, the software is included in the goods.

**consumer contract** - means any contract, whatever its legal form, concluded between a seller and a consumer.

**Goods** - means goods or services offered through an online shop.

**durable medium** - means a medium which enables the consumer or seller to preserve the information addressed to him in a way that allows it to be used in the future for a period of time appropriate to the purpose of the information and which allows the stored information to be reproduced unchanged, in particular paper, e-mail, USB stick, CD, DVD, memory card, computer hard disk.

**distance contract** - means a contract between the seller and the consumer agreed and concluded exclusively by means of one or more means of distance communication without the simultaneous physical presence of the seller and the consumer, in particular by means of a website, electronic mail, telephone, fax, mailing list or offer catalogue.

## Article III. Conclusion of the purchase contract

1. The list of goods on the website is a catalogue of commonly supplied goods, and the seller does not guarantee their immediate availability. Availability of goods will be confirmed to the Buyer upon Buyer's request. The depiction of the goods in the e-shop is for informational purposes only.
2. The description of the goods, their main characteristics or the nature of the service and their price are listed for each item of goods offered in the e-shop.

3. Goods offered by the Seller can be ordered through any of the following means of remote communication:

- Internet shop (e-shop);
- electronic mail (e-mail);
- by phone.

#### 2.1 Order via e-shop

When purchasing through the online store, the buyer selects the goods based on the current offer and confirms it by clicking on the **"Add to Cart"** icon. Once the buyer has finished selecting the goods, the buyer will be taken to the list of selected goods by clicking on **"Shopping Cart"**. Only registered users can order goods. When registering, it is necessary to fill in personal and billing information and to agree to these GTC. After logging in, the buyer fills in the delivery and payment method and submits a binding order by clicking on the **"Order with payment obligation"** icon. The buyer has the opportunity to check the order and, if necessary, correct it before the order is sent.

#### 2.2 Order by e-mail

When purchasing by email order, you must send your order to shop@truune.com with the exact name and code of the goods, the number of items ordered, first name, last name, exact shipping address, phone number, email, payment method and delivery method. All the above information is required for the order to be valid.

#### 2.3 Telephone order

When purchasing by telephone order reported to the phone number +421907917188, it is necessary to specify the exact name and code of the goods, the number of items ordered, first name, last name, exact address, phone number, method of payment and method of delivery. Telephone orders must be confirmed by e-mail under the same conditions as for e-mail orders.

Information on the individual technical steps necessary for the conclusion of the purchase contract is provided in these GTC.

4. The Buyer acknowledges that an order made by any means of remote communication is binding.
5. By sending the order, the buyer confirms that he/she has been informed that the order includes the obligation to pay the purchase price.
6. Immediately upon receipt of a binding order, the Seller shall confirm the conclusion of the Purchase Contract on a durable medium. Upon delivery of the confirmation, the purchase contract shall be deemed to be concluded, except if the Seller cancels the order, or part thereof, if for technical reasons the goods cannot be delivered within the required period or under the terms of the order. If this situation arises, the Seller shall contact the Buyer within two working days at the latest to agree on the next course of action. In case the Buyer has already paid the price of the order or part of it and there is no agreement between the Seller and the Buyer on the provision of other goods of the same quality and price or on any other substitute performance, the Seller undertakes to refund the price paid for the goods to the Buyer within 15 days to the Buyer's account or address.
7. The confirmation of the conclusion of the contract of sale contains in particular the name and specification of the goods, the sale of which is the subject of the contract of sale, the price of the goods, the delivery period of the goods, the name and details of the place where the goods are to be delivered and the price, conditions, method and date of transport of the goods to the agreed place of delivery of the goods to the buyer, details of the seller. The confirmation of the conclusion of the contract of sale with the consumer shall also include confirmation of the consumer's express consent and the declarations pursuant to Article X. point 9 of these GTC, if these have been provided.
8. The buyer has the right to cancel a binding order without giving a reason within 24 hours of its sending. Cancellation of the order can be made by mail or by phone. Cancellation of the order shall be confirmed by the Seller by telephone or by e-mail without undue delay.
9. The Purchase Contract concluded between the Seller and the Buyer shall be archived by the Seller for a period of at least five years for the purpose of its successful performance and fulfilment of the Seller's obligations arising from special legal regulations. The Purchase Contract shall not be accessible to third parties not involved.

## **Article IV. Rights and Obligations of the Parties**

1. The subject matter of the contract of sale is the rights and obligations of the parties.
2. In particular, the Seller is obliged to:
  - (i) provide the consumer with information in accordance with the relevant provisions of the Consumer Protection Act and the Act;

- (ii) pack the goods for carriage in such a way as to prevent damage to them;
  - (iii) deliver the ordered goods to the consumer at the destination properly and on time;
  - (iv) to deliver to the Buyer, together with the Goods (including the Software) at the latest, all documents necessary for the proper acceptance and use of the Goods in accordance with the relevant legislation.
3. The seller has the right to payment of the purchase price properly and on time.
4. In particular, the buyer is obliged to:
- (i) to collect the goods at the destination in a timely manner;
  - (ii) pay the agreed purchase price to the Seller within the due date, including the cost of delivery of the goods, unless the parties have agreed that the cost of delivery of the goods shall be borne by the Seller;
  - (iii) confirm the acceptance of the goods in the delivery note with his signature or the signature of a person authorised by him.
5. The Buyer acknowledges that in the event of a breach of contractual obligations arising from the Purchase Contract, the Buyer is liable under Section 420 of the Civil Code for the damage incurred by the Seller by such breach. The Buyer shall have the right to have the goods delivered by the Seller in a proper and timely manner.
6. Any disputes arising in connection with the Purchase Contract to which these GTC are annexed shall be settled exclusively according to the applicable laws of the Slovak Republic.

## **Article V. Price of goods**

1. The prices of the individual products are current and valid on the webshop [www.truune.com](http://www.truune.com). They are quoted in Euro currency, including value added tax (VAT) at the legal rate and all other taxes.
2. The proof of sale, including the price of the goods, is the invoice that accompanies the shipment, which also serves as the delivery and warranty certificate. In the case of personal collection at the seller's premises, the proof of sale is the receipt from the cash register.
3. The Seller reserves the right to correct the price of the goods before dispatching the goods if it finds that the goods have been offered at an incorrect price. In this case, the buyer must inform the seller of the correct price and the buyer must agree to the price adjustment. If the Buyer does not agree to the price adjustment, the Seller shall proceed in accordance with the third sentence of Article III.6 of these GTC.

## **Article VI. Postage and packing**

1. Delivery of goods by courier or by mail  
The cost of delivery of goods (both within the territory of the Slovak Republic and abroad) will be calculated individually on the basis of the weight of the goods.
2. Personal collection  
Personal collection of goods is possible at the seller's address Truune ESKADA, s.r.o. Námestie Osloboditeľov 20, 040 01 Košice, Slovenská republika. In this case, postage is not charged.
3. For orders with an aggregate value above 750 EUR with VAT, the Seller does not charge postage and packing, unless otherwise specified for the goods.
4. The seller does not charge packing.

## **Article VII. Payment terms**

1. The buyer is obliged to pay the seller the purchase price agreed in the purchase contract, including the cost of delivery of the goods.
2. The seller is obliged to pay the seller the purchase price agreed in the purchase contract within the due date, but no later than upon receipt of the goods.

3. The buyer can pay the purchase price in the following ways:
- (i) by credit card (CardPay);
  - (ii) Internet banking payment gateway;
  - (iii) PayPal payment gateway;
  - (iv) by bank transfer or deposit to the Seller's account;
  - (v) cash on delivery (payment to the courier when collecting the goods);
  - (vi) upon receipt of the goods from the seller in cash, by credit card, gift vouchers.

## **Article VIII. Delivery conditions**

1. The Seller undertakes to deliver the ordered goods to the Buyer within 60 days from the date of confirmation of the order or payment of the invoice, if the Buyer has chosen to pay the purchase price by bank transfer. The Buyer and the Seller may also agree on a different delivery period. If it is not possible to deliver the goods within the above time limit, the parties agree to grant an additional time limit for performance. If the Buyer does not agree to an additional delivery period, he may withdraw from the contract of sale and, if he has already paid the purchase price, it will be refunded to him.
2. The cost of delivery depends on the chosen delivery method, and the exact cost of delivery will be displayed in the order when choosing the delivery method.
3. The Buyer is obliged to collect the goods at the place specified in the order in person or to arrange for the goods to be collected by a person authorised by the Buyer.
4. From the moment the goods are handed over to the carrier for transport, the carrier is liable for any damage. For this reason, the buyer or a person authorised by the buyer must check the packaging in which the goods are packed for damage when taking delivery of the goods. In case of damage, it is necessary to refuse to accept the goods and to draw up a record with the carrier or to accept the goods and to draw up a record with the carrier (Slovak Post, courier) on the spot about the defects found during transport.
5. If the buyer discovers damage to the goods, incompleteness of the shipment or other defect after receipt, it is necessary to notify this fact without undue delay. Incomplete or damaged shipment must be notified without undue delay by email to [truune@truune.com](mailto:truune@truune.com).
6. If the buyer accepts the goods despite obvious damage to the packaging, the seller may not accept any subsequent claims for this reason.
7. Upon receipt of the goods, the buyer or a person authorized by him is obliged to sign the delivery note.
8. The Buyer acknowledges that in the event of a breach of the obligation to accept the goods properly and on time, the Seller is entitled to compensation for damages incurred in connection with this breach in accordance with Section 420 of the Civil Code. After 14 days have elapsed from the date on which the buyer was obliged to take delivery of the goods, the seller is entitled to withdraw from the contract of sale and sell the goods to a third party.
9. If, due to the absence of the Buyer at the place specified in the Purchase Contract, it is necessary to repeat the delivery of the goods or the Seller suspects that it is a speculative order, the Seller reserves the right to redeliver the goods to the Buyer only after payment of the full purchase price and delivery costs.
10. In the event of non-delivery of the goods within the time limit according to Article VIII. point 1 of these GTC, the Buyer is entitled to withdraw from the purchase contract.
11. If the seller fails to perform the purchase contract because the ordered goods cannot be delivered or the service cannot be provided, he is obliged to inform the consumer buyer immediately and to refund the price paid for the goods or the advance payment within 14 days, unless the seller and the buyer agree on an alternative performance.

## **Article IX. Acquisition of ownership and transfer of risk of damage to goods**

1. 1. The buyer - entrepreneur acquires the ownership right to the goods only by full payment of the full purchase price

for the goods and the buyer - consumer acquires the ownership right to the goods from the moment of its receipt from the seller.

2. The risk of damage to the goods passes to the buyer at the time when he takes over the goods from the seller (or carrier), or if he fails to do so in time, at the time when the seller allows him to dispose of the goods and the buyer does not take over the goods.

## **Article X.**

### **Withdrawal from the contract**

1. The seller has the right to withdraw from the contract:
  - (i) if it is unable to deliver the Goods to the Buyer properly and on time, in particular due to out of stock or unavailability of the Goods;
  - (ii) if the supplier is unable to deliver the goods to the buyer for technical reasons, the goods are no longer manufactured, are no longer delivered, the price has been significantly changed by the supplier, or for other objective reasons;
  - (iii) if it has reasonable doubt as to the accuracy of the information provided by the Buyer;
  - (iv) if it has reasonable grounds to suspect that a "hacker" or other attack on the Online Shop is taking place.
2. The buyer will be informed of the seller's withdrawal from the contract by phone or e-mail, and if he has already paid the purchase price or part of it, the funds will be returned to him within 15 days to the account designated by him, unless otherwise agreed with the seller.
3. The withdrawal from the contract of the buyer, who is a consumer, is governed by the relevant provisions of the Act.
4. The consumer buyer is entitled to withdraw from the contract concluded at a distance or from the contract concluded outside the Seller's premises within 30 days from the date of: (i) receipt of the goods; (ii) conclusion of the contract for the provision of a service; (iii) conclusion of the contract for the provision of electronic content not delivered on a tangible medium, whereby the following rules shall apply to the withdrawal:
  - (i) in the case of withdrawal within 14 days, the consumer buyer is entitled to withdraw without giving a reason,
  - (ii) in the case of withdrawal after the 14th day until the 30th day, the consumer purchaser is obliged to state the reason for withdrawal.
5. The goods shall be deemed to have been accepted by the consumer at the moment when the consumer or a third party designated by the consumer, with the exception of the carrier, accepts all parts of the ordered goods, or if:
  - (i) the goods ordered by the consumer in a single order are delivered separately, at the moment of acceptance of the goods that were delivered last;
  - (ii) delivers goods consisting of several parts or pieces, at the moment of acceptance of the last part or piece;
  - (iii) the goods are delivered repeatedly over a specified period, at the time of acceptance of the first delivery.
6. The consumer may also withdraw from the contract, the subject of which is the delivery of goods before the withdrawal period has started.
7. The consumer may not withdraw from a contract, the subject of which is:
  - (i) the provision of the service, if the provision of the service has been started with the express consent of the consumer and the consumer has declared that he has been duly informed that by expressing such consent he loses the right to withdraw from the contract once the service has been fully provided, and if the service has been fully provided;
  - (ii) the sale of goods or the provision of services, the price of which depends on price movements in the financial market which are beyond the seller's control, and which may occur during the withdrawal period;
  - (iii) the sale of goods made to the consumer's specific requirements, made-to-measure goods or goods designed specifically for a single consumer;
  - (iv) the sale of goods which are subject to rapid deterioration or perishability;
  - (v) the sale of goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been damaged after delivery;
  - (vi) the sale of goods which, because of their nature, may be inextricably mixed with other goods after delivery;
  - (vii) the performance of urgent repairs or maintenance expressly requested by the consumer from the seller; this does not apply to service contracts and contracts for the sale of goods other than spare parts necessary

for the performance of repairs or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not pre-order those services or goods;

(viii) the sale of sound recordings, visual recordings, phonograms or computer software sold in protective packaging if the consumer has unwrapped the packaging;

(ix) the provision of electronic content otherwise than on a tangible medium, where the provision of the electronic content has been initiated with the express consent of the consumer and the consumer has declared that he has been duly informed that he loses the right of withdrawal by expressing that consent.

8. In accordance with this Article X. point 7 (viii) of these GTC, the consumer is not entitled to withdraw from the contract, the subject of which is the purchase of goods, an integral part of which is computer software (or audio recording, visual recording or audio-visual recording) provided by the seller, if the provision has been initiated with the express consent of the consumer and the consumer has declared that he has been duly instructed that by expressing this consent he loses the right to withdraw from the contract.
9. By bindingly ordering goods, of which the computer software (or sound recording, visual recording or audio-visual recording) provided by the Seller is an integral part, the Consumer expressly consents to the commencement of the provision of the computer software and declares that he has been duly informed that by expressing this consent he loses the right to withdraw from the contract.
10. The consumer may exercise the right of withdrawal from the contract with the seller in person, in paper form or in the form of a record on another durable medium. The consumer may use a withdrawal form. The legal act of withdrawal may be handed in person to the Seller or sent in paper form to the address:  
Truune ESKADA, s.r.o. Námestie Osloboditeľov 20, 040 01 Košice, Slovenská republika  
or by email at [truune@truune.com](mailto:truune@truune.com).
11. The withdrawal period shall be deemed to have been complied with if the notice of withdrawal is sent to the seller no later than on the last day of the said period.
12. The consumer is obliged to send the goods back or hand them over to the seller or a person authorised by the seller to take over the goods within 14 days from the date of withdrawal from the contract. This does not apply if the seller proposes to collect the goods personally or through a person authorised by the seller. The time limit under the first sentence shall be deemed to have been complied with if the goods have been handed over for carriage on the last day of the time limit at the latest. The consumer shall send the goods or hand them over to the seller at the following address:  
Truune ESKADA, s.r.o. Námestie Osloboditeľov 20, 040 01 Košice, Slovenská republika
13. Upon withdrawal from the contract, the consumer shall bear the cost of returning the goods to the seller or to the person authorised by the seller to take delivery of the goods.
14. The Seller shall reimburse the Consumer without undue delay, and no later than 14 days from the date of receipt of the notice of withdrawal, all payments received from the Consumer under or in connection with the Contract, including transport, delivery and postage costs and other costs and charges.
15. The Seller is obliged to return the said payments to the Consumer in the same way as the Consumer used for his payment. This is without prejudice to the consumer's right to agree with the seller on another method of payment, provided that no additional charges are made to the consumer in connection with this.
16. The parties may agree that instead of returning the purchase price, the seller will exchange the returned goods for other goods from the offer of the corresponding value.
17. When withdrawing from a contract for the sale of goods, the seller is not obliged to refund the consumer before the goods have been delivered to the consumer or until the consumer proves that the goods have been sent back to the seller, unless the seller proposes to collect the goods in person or through a person authorised by the seller.
18. The seller is not obliged to pay the additional costs to the consumer if the consumer has expressly chosen a delivery method other than the cheapest normal delivery method offered by the seller. Additional costs mean the difference between the cost of delivery chosen by the consumer and the cost of the cheapest normal method of delivery offered by the seller.
19. In the event of withdrawal from the contract, the consumer shall bear the costs of returning the goods to the seller or to the person authorised by the seller to take delivery of the goods and, in the case of withdrawal from a distance contract, the costs of returning the goods which, due to their nature, cannot be returned by post.
20. In the event of withdrawal from the contract, the consumer is liable for any diminution in the value of the goods resulting from treatment of the goods which goes beyond that necessary to ascertain the characteristics and functionality of the goods.

21. The Seller recommends the Buyer to insure the goods subject to return. The Buyer bears the risk of damage to the goods subject to return until the Seller takes delivery of the goods.
22. If the buyer does not deliver the notice of withdrawal together with the goods at the latest, the seller will invite him by phone or e-mail to complete the missing data or to attach the missing required documents. If the consumer does not submit the withdrawal notice or does not complete the missing data even within the additional period, the seller reserves the right not to proceed with the return and the goods will be returned to the buyer at the address specified in the order.
23. The Seller reserves the right not to accept goods sent by the Buyer on delivery.
24. If gifts are provided together with the goods, the buyer acknowledges that the gift contract concluded between the parties is bound to this purchase contract. If the buyer exercises the right to withdraw from the contract of sale, the gift contract shall cease to have effect and the buyer shall be obliged to return the related gifts provided together with the returned goods.
25. Withdrawal from the contract by the buyer-entrepreneur is governed by the relevant provisions of the Commercial Code.

## **Article XI.**

### **Seller's liability for defects**

1. The legal regulation of the seller's liability for defects in relation to the buyer, who is a consumer, is governed by § 620 et seq. of the Civil Code.
2. The Seller is liable for any defects in the sold item upon receipt by the Buyer. In the case of used items, the seller is not liable for defects caused by their use or wear and tear. In the case of goods sold for a lower price, the seller shall not be liable for the defect for which the lower price was agreed.
3. Unless the goods are perishable or second-hand, the seller is liable for defects that occur after receipt of the goods within the warranty period (warranty).
4. The following components are subject to a statutory warranty period (within the meaning of Section 620(1) of the Civil Code) of 24 months:
  - (i) Speaker electronics (i.e., top electronics with glass, bottom electronics with metal chassis, electroacoustic transducers, internal wiring);
  - (ii) User-replaceable accessories (i.e. protective coloured speaker rings, interconnecting cabling, stands and other "detachable" accessories).
5. The following component is covered by an extended warranty period of 60 months: speaker body (i.e. front/rear in eco-leather, sides in composite sandwich with walnut wood finish in matt lacquer). The Seller hereby grants the extended warranty period pursuant to the previous sentence of this provision to the Buyer in accordance with the provisions of Section 620(5) of the Civil Code.
6. If the buyer is a businessman, the parties agree on a warranty period of 12 months in accordance with § 429 paragraph 2 of the Commercial Code.
7. At the Buyer's request, the Seller is obliged to provide a warranty in writing (warranty certificate). If the nature of the item allows it, it is sufficient to issue a proof of purchase instead of a warranty certificate.
8. The warranty certificate shall contain the identification of the seller (name and surname, business name or name of the seller, its registered office or place of business), the content of the warranty, its scope and conditions, the length of the warranty period and the data necessary for the application of the warranty. Failure to include all the particulars in the warranty certificate shall not invalidate the warranty.
9. The warranty document is the proof of purchase - the invoice, which also serves as the delivery note.
10. The warranty period starts from the receipt of the item by the buyer.
11. The warranty does not cover normal wear and tear, mechanical damage, etc.



## **Article XII.**

### **Liability of the seller for defects in relation to the entrepreneur buyer**

1. The Seller shall be liable for defects in the goods in accordance with the provisions of these GTC. The provisions of § 422 to § 441 of the Commercial Code shall not apply, except as otherwise stated in these GTC.
2. Goods delivered by the Seller to the Buyer Entrepreneur are defective if at the time of delivery to the Buyer Entrepreneur they do not meet the parameters of quantity, quality and workmanship that were specified and agreed by the parties in the Purchase Contract.
3. The Seller shall be liable for defects in the delivered goods, which the delivered goods have at the time of the transfer of the risk of damage to the goods to the Buyer-entrepreneur according to Article IX. point 2. of these GTC.
4. The Buyer is entitled to exercise his rights under the Seller's liability for defects in the delivered goods by notifying the Seller in writing of the defects in the form of a complaint letter.
5. In the event of a complaint, the buyer entrepreneur is obliged to include at least the following information in the complaint letter:
  - (i) marking the goods as defective;
  - (ii) a detailed description of the claimed defect in the goods;
  - (iii) contact details of the person responsible for taking delivery of the goods after the complaint has been processed.
6. If the complaint letter does not contain all the required data in accordance with paragraph 5 of this Article of the GTC above, the Seller shall invite the Buyer to complete the complaint letter. For proper identification of the defect of the goods, the Seller is also entitled to request additional information beyond paragraph 5 of this Article of the GTC.
7. The Buyer-entrepreneur is obliged to notify the Seller of obvious defects in the goods and to claim liability for defects in writing without undue delay after the transfer of the risk of damage to the goods to the Buyer-entrepreneur. The Buyer-entrepreneur is obliged to notify the Seller of defects in the goods and to claim liability for defects in writing on the day following the day on which the Buyer-entrepreneur discovered the defects in the goods, but no later than within three working days from the day on which the Buyer-entrepreneur discovered the defects. In the event of failure to comply with the obligations of the Buyer-entrepreneur referred to in this clause above, the Buyer-entrepreneur's claims against the Seller for liability for defects in the goods shall lapse. For the avoidance of doubt, a latent defect in the goods shall be understood as a defect in the goods which existed at the time when the risk of damage to the goods passed to the purchaser, but which only became apparent after the risk of damage to the goods passed to the purchaser.
8. Without undue delay after receipt of the complaint letter, the Seller shall inspect (for this purpose, the Buyer is obliged to provide the Seller with assistance) the claimed defect in the goods, for the purpose of determining further action and drawing up a protocol on the claim of defect in the goods, the content of which is to indicate the following:
  - (i) the description of the defect in the goods;
  - (ii) the date on which the buyer's right under the seller's liability for defects in the goods is exercised; and
  - (iii) further action (i.e. indication whether the complaint by the business buyer has been accepted by the seller of the goods or not).
9. In the event of acceptance of a defect claim by the Seller, the Buyer Entrepreneur is entitled to free removal of the defect of the goods claimed by the Buyer Entrepreneur or to a reasonable discount on the purchase price of the goods, at the Seller's discretion.
10. The Seller is obliged to settle a claim for defects in the goods within 90 days from the date of inspection of the defects in the goods according to point 8. of this Article of the GTC.
11. After handling the complaint according to point 9. of this Article of the GTC, the Seller shall indicate in the complaint protocol the defects of the goods, the manner and date of handling the complaint, a photocopy of which signed by the Buyer-entrepreneur shall be handed over to the Buyer-entrepreneur. By signing the said complaint report, the rights of the Buyer-entrepreneur under the Seller's liability for defects in the goods shall be deemed to be satisfied.
12. The Buyer-entrepreneur shall not be entitled to reimbursement of any costs incurred in connection with the exercise of his rights under the Seller's liability for defects in the goods.

## **Article XIII. Complaints policy**

The terms and conditions of the complaint in relation to the consumer are governed by the relevant provisions of the Complaints Procedure adopted by the purchaser and published on the website [www.truune.com](http://www.truune.com).

## **Article XIV. Validity of the contract**

1. The Purchase Contract is concluded for a definite period, until the obligations of both parties arising from the Purchase Contract and the GTC, which are an integral part thereof, are duly fulfilled.

## **Article XV. Privacy Policy**

2. The Seller is obliged to process the Buyer's personal data in accordance with 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, repealing Directive 95/46/EC (General Data Protection Regulation) (GDPR) and Act No. 18/2018 Coll. on the protection of personal data and on amendments and supplements to certain acts, as amended (hereinafter referred to as the "**Personal Data Protection Act**").
3. By entering into the Purchase Contract, the Buyer acknowledges that the Seller processes the Buyer's personal data, in particular to the extent and on the basis of the relevant legislation applicable to the conclusion of the Purchase Contract and for the purpose of the performance of the subject matter of this Purchase Contract by the Parties and for the purpose of ensuring the fulfilment of the mutual obligations of the Parties under this Purchase Contract, without the need for a specific consent to the processing of personal data by the Buyer.
4. By entering into the Purchase Agreement, the Buyer confirms that the data provided by him/her and/or provided to the Seller in any other way are true and declares that he/she has been informed of his/her rights as a data subject under the GDPR and the Personal Data Protection Act and that he/she has been informed of the conditions of processing of personal data by the Seller as the controller, the obligations of the Seller as a controller, as well as other information related to the processing of his/her personal data by the Seller as a controller, to the extent that these are available to the Buyer on the website [www.truune.com](http://www.truune.com), as the Buyer has carefully read this information before concluding the Purchase Contract.
5. The Buyer is entitled to send any questions regarding the processing of personal data in writing to the Seller's address specified in Article II, point 1 of these GTC or to the email address [truune@truune.com](mailto:truune@truune.com).

## **Article XVI. Information on alternative dispute resolution**

1. The Consumer has the right to contact the Seller with a request for redress at the email address [truune@truune.com](mailto:truune@truune.com) if he is not satisfied with the way the Seller has handled his complaint or if he believes that the Seller has violated his rights. If the Seller considers this objection of the Consumer in a negative way or does not respond to it within 30 days of sending it, the Consumer has the right to file a petition for the initiation of an alternative dispute resolution with an alternative dispute resolution entity (hereinafter referred to as "ADR entity") pursuant to the Alternative Dispute Resolution Act. ADR entities are bodies and authorised legal persons under Article 3 of the Alternative Dispute Resolution Act, the list of which is maintained by the competent state authority ([here](#)). The application may be submitted by a consumer pursuant to Section 12 of the Alternative Dispute Resolution Act.
2. Consumers can also lodge a complaint via the RSO's alternative dispute resolution platform, which is available online [here](#).
3. Alternative dispute resolution can only be used by a consumer - a natural person who is not acting within the scope of his/her business, employment or profession when concluding and performing a consumer contract. Alternative dispute resolution applies only to a dispute between a consumer and a seller arising out of or relating to a consumer contract. Alternative dispute resolution shall apply only to distance contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20. The ADR entity may require the consumer to pay a fee for the initiation of ADR up to a maximum of EUR 5 including VAT.

## **Article XVII. Copyrights and Trademarks**

1. All content contained on the [truune.com](https://truune.com) website, such as text, graphics, logos, images, custom clips, digital files for download, data and software compilations (and compilations of such content), is the property of the Seller or third party licensors and is protected by copyright and trademark laws.
2. Buyer may not use, transmit, download or otherwise reproduce any portion of the [truune.com](https://truune.com) website in whole or in part without Seller's prior written consent. Reuse of any part of the [truune.com](https://truune.com) website is strictly prohibited.

## **Article XVIII. Final provisions**

1. The contact details of the Seller and the Supervisory Authority are set out in Article II.1 of these GTC
2. Legal relations between the Seller and the Consumer Buyer not expressly governed by these GTC are governed by the relevant provisions of the Civil Code, the Consumer Protection Act, the Act, as well as other related regulations.
3. Legal relations between the Seller and the Buyer-entrepreneur not expressly regulated by these GTC shall be governed by the relevant provisions of the Commercial Code, as well as other related regulations.
4. These GTC are in Slovak language and English language. If they are also drawn up in any other language, the Slovak language version shall prevail in case of any contradictions.
5. If any provision of these GTC is rendered invalid, ineffective or unenforceable for any reason, such invalidity, ineffectiveness or unenforceability shall not affect the remaining provisions of the GTC and the Seller shall replace such invalid, ineffective or unenforceable provision with a valid, effective and enforceable provision, preserving the same economic and legal purpose and meaning of the invalid, ineffective or unenforceable provision.
6. The Buyer declares that he has full legal capacity, that the text of these GTC is a definite and comprehensible expression of his serious and free will to be bound by them, and that he has read and understood these GTC in their entirety before concluding the Purchase Contract.
7. For the avoidance of any doubt, the parties agree that if any provision in these GTC is in direct or indirect conflict with any provision of law which may be excluded, modified or derogated from in any way by agreement, the exclusion or modification of the provision of law in question shall be deemed to have occurred, as the case may be, so as to preserve the full force and effect of all the provisions of these GTC and the relevant Purchase Contract.
8. These GTC are binding in the wording stated on the website [www.truune.com](https://www.truune.com) on the date of sending the order by the buyer, unless the parties agree otherwise.
9. The Seller reserves the right to change these GTC at any time if required by a change in business policy or applicable legislation.
10. These Terms and Conditions shall come into force and effect on 01.07.2022.