

# GENERAL BUSINESS TERMS AND CONDITIONS OF THE COMPANY (Truune)

## Article I General Provisions

1. These general business terms and conditions (hereinafter referred to as the “**GBT&Cs**”) apply to the sale and purchase of goods through an e-shop located at the domain [www.truune.com](http://www.truune.com) or other available means of distance communication.
2. These GBT&Cs regulate the rights and obligations of the contracting parties arising from the conclusion of a distance Purchase Contract between the Seller and the Purchaser, the subject-matter of which is the sale and purchase of goods through an e-shop located at the domain [www.s-tark.audio](http://www.s-tark.audio)
3. These GBT&Cs form an integral part of the purchase contract specified in Article I, point 2 of these GBT&Cs (hereinafter referred to as the “**Purchase Contract**”). In the event that the Seller and the Purchase enter into a written Purchase Contract in which they agree on the terms and conditions different from the GBT&Cs, the provisions of the Purchase Contract shall take precedence over these GBT&Cs.
4. The subject-matter of these GBT&Cs is to specify the rights and obligations of the Parties arising from the Purchase Contract and the provision of 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 provision of services on the basis of a distance contract or a contract concluded outside the Seller’s premises and on the amendments to certain other laws, as amended (hereinafter the “**Act**”) and other relevant legal regulations.
5. These GBT&Cs are prepared in accordance with:
  - Act No. 250/2007 Coll., on Consumer Protection, as amended (hereinafter referred to as the “**Consumer Protection Act**”);
  - by the Act;
  - Act No. 391/2015 Coll., on Alternative Dispute Resolution and on Amendments to Certain Other 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 Amendments to Act No. 128/2002 Coll., on state control of the internal market in matters of consumer protection and on amendments to certain other acts, as amended by Act No. 284/2002 Coll., as amended and with other applicable legal regulations applicable in the territory of the Slovak Republic.

6. These GBT&Cs are published on the website of the e-shop and thus their archiving and reproduction by the Purchaser is possible.
7. By sending the Order, the Purchaser confirms that he has thoroughly acquainted himself with these GBT&Cs, understood their content and agrees with them in this wording without reservations. At the same time, the Purchaser confirms that these GBT&Cs, together with the Purchase Contract, express his free and serious will on how the relationship between the Purchaser and the Seller should be governed.
8. Before concluding the Purchase Contract, the Parties may agree on the amendments to these GBT&Cs, thereby guaranteeing the equality of the Parties.

## **Article II**

### **Definitions**

1. **Unless the Seller and the Purchaser agree otherwise in the Purchase Contract, for the purposes of the interpretation of these GBT&Cs and the relevant Purchase Contract, the following terms shall have the following meanings:**

**Price** – means the purchase price for the goods in the amount stated in the Offer in the e-shop, unless the Purchaser and the Seller agree otherwise.

**Electronic Content** – means data created and provided in electronic form, in particular computer programs, software, applications, games, music, videos or texts.

**e-shop** – means the e-shop located at the domain [www.stark.audio](http://www.stark.audio).

**Purchaser** – means a natural or legal person who purchases goods or uses services, in particular a consumer and an entrepreneur.

**Purchaser – Entrepreneur** – means a person specified in the provisions of Section 2 (2) of the Commercial Code.

**Purchaser – Consumer (Consumer)** – means a natural person who does not act within the scope of his business activity when concluding and fulfilling a consumer contract.

**Order** – means the act of the Purchaser in connection with the e-shop, which expresses the will of the Purchaser to enter into a Purchase Contract with the Seller, the subject-matter of which is the purchase of goods offered at the e-shop.

**Supervisory Authority** – the supervisory authority is:

*Slovenská obchodná inšpekcia (Slovak Trade Inspection)*

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

Registered office: Vrátna 3, P. O. BOX: A-35/04065 Košice 1

Tel. No.: 055/729 07 05, 055/622 76 55

Fax No.: 055/622 46 95.

**Offer** – means a list of goods offered by the Seller, which is listed on the Internet domain [www.stark.audio](http://www.stark.audio).

**Seller** – is the operator of an e-shop located at domain [www.stark.audio](http://www.stark.audio)

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

**Registered office:** Námestie Osloboditeľov 20, Košice 040 01 Slovenská republika

**Company ID (IČO):** 36579751

**Registered in Commercial Register of the District Court Košice, Section: Sro, Insert number:**  
14943/V

**Tax ID:** 2021830690

**VAT ID:** SK2021830690

**Tel. contact:** +421907917188

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

**Software** – means the software necessary for the proper use and registration of the goods which are supplied with the goods on a durable medium. If the goods are delivered together with the software, this software is integral part of the goods.

**Consumer Contract** – means any contract, whatever its legal form, between the Seller and the Consumer.

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

**Durable Medium** – means a means which enables the Consumer or the Seller to store the information addressed to him in a way which allows it to be used in the future for a period corresponding to the purpose of that information and which allows unaltered reproduction of stored information, in particular paper, e-mail, USB key, CD, DVD, memory card, computer hard drive.

**Distance Contract** – means a contract between the Seller and the Consumer agreed and concluded exclusively by one or more means of distance communication without the simultaneous physical presence of the Seller and the Consumer, in particular by using a website, e-mail, telephone, fax, mailing list or Offer Catalogue.

### **Article III**

#### **Conclusion of Purchase Contract**

1. The list of goods on the website of the e-shop is a catalogue of commonly supplied goods, and the Seller does not guarantee their immediate availability. The availability of goods will be con-

firmed for the Purchaser based on the Purchaser's request. A pictorial representation of goods in the e-shop is for information only.

2. The description of the goods, its main features or the nature of the service and its price are given for the individual items of the offered goods in the e-shop.
3. The goods offered by the Seller can be ordered through one of the following means of distance communication:
  - Internet shop (e-shop);
  - electronic mail (e-mail);
  - by phone.

### 2.1 Order via e-shop

When purchasing through the e-shop, the Purchaser selects the goods based on the current Offer and confirms it by clicking on the "Add to cart" icon. After completing the selection of goods, the Purchaser will get to the list of selected goods by clicking on "Shopping Cart". Goods can be ordered by a registered user only. When registering, it is necessary to fill in personal data and invoicing data and express consent to these GBT&Cs. After logging in, the Purchaser shall fill in the method of delivery and the method of payment and send his binding Order by clicking on the "Order with obligation to pay" icon. The Purchaser has the possibility to check the Order details before sending the Order, and possibly correct it.

### 2.2 Order via E-mail

When purchasing through an Order sent by e-mail, it is necessary to send the Order to paatrici-a@truune.com stating the exact name and code of the goods, number of ordered pieces, name, surname, exact delivery address, telephone number, e-mail, method of payment and method of delivery. The condition for the validity of the Order is to fill in all the above data.

### 2.3 Order via Telephone

When purchasing via a telephone Order reported to telephone number +421907917188 it is necessary to state the exact name and code of the goods, the number of ordered pieces, name, surname, exact address, telephone number, method of payment and method of delivery. The telephone Order must be confirmed by e-mail under the same conditions as when ordering by e-mail.

Information on the individual technical steps necessary for concluding the Purchase Contract follows from these GBT&Cs.

4. The Purchaser acknowledges that the Order placed by any means of distance communication is binding.
5. By sending the Order, the Purchaser confirms that he has been informed that part of the obligation to pay the Purchase Price is an integral part of the Order.

6. Immediately after receiving the binding Order, the Seller shall confirm the conclusion of the Purchase Contract on a durable medium. By delivery of the confirmation the Purchase Contract shall be deemed to be concluded except if the Seller cancels the Order, or part thereof, if it is not possible for technical reasons to deliver the goods within the required period or under the terms and conditions of the Order. In the event that this situation occurs, the Seller shall contact the Purchaser within two business days at the latest in order to agree on further action. In the event that the Purchaser has already paid the price from the Order or part thereof and there is no agreement between the Seller and the Purchaser to provide other goods of the same quality and price or other alternative performance, the Seller undertakes to return to the Purchaser the Price paid for the Goods to his account or address within 15 days.
7. The confirmation of the conclusion of the Purchase Contract contains in particular the following data: the name and specification of the goods whose sale is the subject-matter of the Purchase Contract, data on the Price of the Goods, information on delivery time, name and information on the place where the goods are to be delivered and information on the Price, terms and conditions, method and date of transport of goods to the agreed place of delivery of goods to the Purchaser, details of the Seller. The confirmation of the conclusion of the Purchase Contract with the Consumer also contains a confirmation of the Consumer's express consent and declaration according to Article X, point 9 of these GBT&Cs, if they have been provided.
8. The Purchaser shall be entitled to cancel (repeal) the binding Order without giving a reason within 24 hours of sending it. It is possible to cancel the Order via E-mail or Telephone. The Seller shall confirm the cancellation of the Order by phone or e-mail without undue delay.
9. The Purchase Contract concluded between the Seller and the Purchaser is archived by the Seller for at least five years for the purpose of its successful fulfilment and fulfilment of the Seller's obligations arising from special legal regulations. The Purchase Contract is not accessible to non-participant third parties.

#### **Article IV**

#### **Rights and Obligations of Parties**

1. The subject-matter of the Purchase Contract are the rights and obligations of the Parties.
2. The Seller shall be obliged in particularly:
  - (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 transport in such a way that they are not damaged;
  - (iii) deliver the ordered Goods to the Consumer properly and on time;
  - (iv) deliver to the Purchaser with the Goods (including Software), at the latest together, and all documents necessary for the proper receipt and use of the goods in accordance with the relevant legal regulation.

3. The Seller has the right to pay the Purchase Price properly and on time.
4. The Purchaser is obliged in particular:
  - (i) take the Goods over at the place of destination in due time;
  - (ii) pay the Seller the agreed Purchase Price within the due date, including the costs of delivery of the goods, unless the Parties have agreed that the costs of delivery of the Goods shall be borne by the Seller;
  - (iii) confirm the receipt of the goods in the delivery note by his signature or the signature of the person authorized by him.
5. The Purchaser acknowledges that in the event of a breach of contractual obligations arising from the Purchase Contract, he is liable in accordance with Section 420 of the Civil Code for the damage caused to the Seller by such breach.
6. The Purchaser has the right to deliver the Goods to the Seller properly and on time.
7. Any disputes arising in connection with the Purchase Contract, to which these GBT&Cs are attached, shall be resolved exclusively in accordance with the valid legal regulations of the legal order of the Slovak Republic.

## **Article V Price of Goods**

1. The Prices of individual products on the website of the e-shop: [truune.com](http://truune.com) are up-to-date and valid. They are stated in euro, including value added tax (VAT) at the statutory rate and all other taxes.
2. The proof of sale, including the Price of the Goods, is the invoice, which is attached to the consignment, while also serving as a delivery note and a guarantee certificate. In the case of personal collection from the Seller, the proof of sale is the paper receipt from the cash register.
3. The Seller reserves the right to correct the Price of the Goods before sending the Goods, if he finds that the Goods were offered at the wrong price. In this case, he must inform the Purchaser of the correct price and he must agree to the price adjustment. In the event that the Purchaser does not agree with the price adjustment, the Seller shall proceed in accordance with the third sentence of Article III, point 6 of these GBT&Cs.

## **Article VI Postage and Packing**

1. Delivery of Goods by Courier or by Post

The costs of delivery of Goods (within the territory of the Slovak Republic, as well as abroad) shall be calculated individually based on the weight of the Goods.

2. Personal Collection

Personal collection of Goods is possible at the Seller's premises at the address Námestie Oslo-boditeľov 20, 040 01 Košice. In this case, no postage is charged.

3. The Seller charges the package fees.

## **Article VII Payment Terms**

1. The Purchaser is obliged to pay the Seller the Purchase Price agreed in the Purchase Contract, including the costs of delivery of goods.

2. The Seller is obliged to pay the Seller the Purchase Price agreed in the Purchase Contract within the due date; however, no later than when taking the Goods over.

3. The Purchaser can pay the Purchase Price in the following ways:

- (i) by payment card (CardPay);
- (ii) through payment gateways of internet banking;
- (iii) by bank transfer or deposit to the Seller's bank account;
- (iv) by cash on delivery (payment to the courier upon receipt of the Goods);
- (v) upon receipt of the Goods from the Seller in cash, by payment card

## **Article VIII Delivery Terms**

1. The Seller undertakes to deliver the ordered Goods to the Purchaser within 60 days from the date of Order confirmation and/or payment of the invoice, if the Purchaser has chosen to pay the Purchase Price by bank transfer. The Purchase and the Seller may agree on another delivery time. If it is not possible to deliver the Goods within the specified period, the Parties shall agree to provide an additional period for performance. If the Purchaser does not agree with the additional period for delivery of the Goods, he may withdraw from the Purchase Contract and if he has already paid the Purchase Price, it shall be returned to him.

2. The costs of the delivery of the Goods depends on the chosen method of delivery, while the exact calculation of the delivery costs will be displayed in the Order when choosing the method of delivery.

3. The Purchaser is obliged to take the Goods over at the place specified in the Order, in person or to ensure that the Goods are taken over by a person authorized by him.
4. From the moment the Goods are handed over for transport to the carrier, the carrier shall be liable for any damage. For this reason, it is necessary that the Purchaser or a person authorized by him checks when taking the Goods over whether the packaging in which the Goods are packed is not damaged. In case of its damage, it is necessary to refuse to take the Goods over and write a record with the carrier or take the Goods over and write a record with the carrier (Slovak Post Office, courier) on the detected defects caused during transport. Provide for a camera system
5. In the event that the Purchaser discovers damage to the Goods, incompleteness of the consignment, or other defect only after the take-over of the Goods, this fact must be reported without undue delay. Incomplete or damaged consignment must be notified without undue delay by e-mail to [patricia@truune.com](mailto:patricia@truune.com)
6. In the event that the Purchaser takes the Goods over despite the obvious damage to the packaging, the Seller does not have to accept any subsequent complaints for this reason.
7. Upon receipt of the Goods, the Purchaser, or a person authorized by him, is obliged to sign the delivery note.
8. The Purchaser acknowledges that in the event of a breach of the obligation to take the Goods over properly and on time, the Seller is entitled to compensation for damage incurred in connection with this breach in accordance with Section 420 of the Civil Code. After 14 days from the day when the Purchaser was obliged to take the Goods over, the Seller is entitled to withdraw from the Purchase Contract and sell the Goods to a third party.
9. If, due to the Purchaser's absence at the place specified in the Purchase Contract, it is necessary to repeat the delivery of Goods, or the Seller suspects that it is a speculative Order, the Seller reserves the right to re-deliver the Goods to the Purchaser after payment of full Purchase Price and delivery costs.
10. In case of non-delivery of the Goods within the period according to Article VIII, point 1 of these GBT&Cs is entitled to withdraw from the Purchase Contract.
11. Should the Seller fail to fulfil the Purchase Contract because he is not able to deliver the ordered Goods or is not able to provide the service, he is obliged to immediately inform the Purchaser – Consumer thereof and return the Price paid for the Goods or the advance within 14 days, unless the Seller and the Purchaser agree on a substitute performance.

## **Article IX**

### **Acquisition of Ownership Title and Transfer of Risk of Damage to Goods**

1. The Purchaser – Entrepreneur shall acquire ownership title to the goods only upon full payment of the full Purchase Price for the Goods and the Purchaser – Consumer acquires ownership title to the Goods at the time of receipt from the Seller.



2. The risk of damage to the Goods passes to the Purchaser at the time when he takes the Goods over from the Seller (or the carrier), should he fail to do so in time, at the time when the Seller allows him to dispose of the Goods and the Purchaser fails to take the Goods over.

## **Article X**

### **Withdrawal from Contract**

1. The Seller shall be entitled to withdraw from the contract:
  - (i) if he is unable to deliver the Goods to the Purchaser properly and on time, in particular due to the sale of stocks or the unavailability of the Goods;
  - (ii) if he is not able to deliver the Goods to the Purchaser due to technical reasons, the Goods are no longer produced, delivered, the Price has changed significantly on the part of the supplier, or for other objective reasons;
  - (iii) if he has reasonable doubts about the accuracy of the data provided by the Purchaser;
  - (iv) if he has a reasonable suspicion that it is a "hacker" attack or another attack on the e-shop.
2. The Purchaser shall be informed by telephone or e-mail about the withdrawal from the contract, and if he has already paid the Purchase Price or part thereof, the funds shall be returned to him within 15 days to the bank account designated by him, unless otherwise agreed with the Seller.
3. The withdrawal from the contract by the Purchaser who is a Consumer, shall be governed by the relevant provisions of the Act.
4. The Purchaser – Consumer shall be entitled to withdraw from the contract concluded at a distance or from the contract concluded outside the premises of the Seller within 14 days from the date of:
  - (i) taking the Goods over;
  - (ii) entering into a contract for the provision of a service;
  - (iii) entering into a contract for the provision of electronic content not supplied on a tangible medium.
5. The Goods shall be deemed to have been taken over by the Consumer at the moment when the Consumer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered Goods or if:
  - (i) the Goods ordered by Consumer in one Order are delivered separately, at the moment of taking over the Goods which were delivered last;
  - (ii) the Goods consisting of several parts or pieces are delivered, at the moment of taking over the last part or the last piece;
  - (iii) the Goods are delivered repeatedly during a specified period, at the moment of taking over the first delivered Goods.

6. The Consumer may withdraw from the contract, the subject-matter of which is the delivery of Goods, even before the expiry of the period for withdrawal from the contract.
7. The Consumer may not withdraw from the contract the subject-matter of which is:
  - (i) the provision of the service, if the provision of the service began with the express consent of the Consumer and the Consumer has stated that he has been duly informed that, by giving his consent, he loses the right to withdraw from the contract after the full provision of the service and if the full provision of the service has taken place;
  - (ii) the sale of Goods or the provision of services, the Price of which depends on price movements on the financial market which cannot be influenced by the Seller and which may occur during the period for withdrawal from the contract;
  - (iii) the sale of Goods made to the Consumer's specific requirements, Goods made to the Consumer's specifications or Goods intended specifically for one consumer;
  - (iv) the sale of Goods which are liable to deteriorate or expire rapidly;
  - (v) the sale of Goods enclosed in protective packaging which cannot be returned due to health or hygiene reasons and whose protective packaging has been broken after delivery;
  - (vi) the sale of Goods which, because of their nature, may, after delivery, be inseparably mixed with other Goods;
  - (vii) performance of urgent repairs or maintenance requested explicitly by the Consumer from the Seller; this does not apply to service contracts and contracts having as their subject-matter the sale of goods other than spare parts needed for repair or maintenance, provided that they were concluded during the Seller's visit to the Consumer and the Consumer has not ordered those services or Goods in advance;
  - (viii) the sale of sound recordings, video recordings, audio-visual recordings or computer software sold in protective packaging, if the Consumer has unpacked that packaging;
  - (ix) the provision of electronic content other than on a tangible medium, if its provision began with the express consent of the Consumer and the Consumer has stated that he has been duly informed that by expressing such consent he loses the right to withdraw from the contract.
8. In accordance with this Article X, point 7 (viii) of these GBT&Cs, the Consumer is not entitled to withdraw from the contract, the subject-matter of which is the purchase of Goods, an integral part of which is computer software (or sound recording, video recording or audio-visual recording) provided by the Seller, provided that the provision has begun with the express consent of the Consumer and the Consumer has stated that he has been duly informed that, by giving his consent, he shall lose his right to withdraw from the contract.
9. By binding order of Goods, an integral part of which is computer software (or sound recording, video recording or audio-visual recording) provided by the Seller, the Consumer expressly consents to start providing 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 to withdraw from the contract with the Seller in person, in paper form or in the form of a record on another durable medium. The consumer can use the withdrawal form.

11. The legal act leading to the withdrawal from the contract can be handed over in person to the Seller or sent in paper form to the address:

ESKADA, s.r.o.

Námestie Osloboditeľov 20, 040 01 Košice, Slovenská republika

or by email to [patricia@truune.com](mailto:patricia@truune.com).

12. The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the Seller no later than the last day of the specified period.

13. The Consumer shall be obliged, no later than within 14 days from the date of withdrawal from the contract, send the Goods back or hand the Goods over to the Seller or to a person authorised by the Seller to receive the Goods. This does not apply if the Seller suggests to collect the Goods personally or through its authorized person. The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the Seller no later than the last day of the period. The consumer shall send the Goods or hand them over in person to the Seller at the following address:

ESKADA, s.r.o.

Námestie Osloboditeľov 20, 040 01 Košice, Slovenská republika

14. At the withdrawal from the contract, the Consumer shall bear the costs of returning the Goods to the Seller or to a person authorised by the Seller to receive the Goods.

15. The Seller shall be obliged, without undue delay; however, no later than with 14 days from the delivery date of the notice of withdrawal from the contract, to return to the Consumer all payments received from the Consumer under the Contract or in connection therewith, including the costs of transport, delivery and postage and other costs and fees.

16. The Seller is obliged to return the said payments to the Consumer in the same way as the Consumer used when making his payment. This is without prejudice to the Consumer's right to agree with the Seller on another method of payment if no additional fees are charged to the Consumer.

17. The Parties may agree that instead of refunding the Purchase Price, the Seller will exchange the returned Goods for other Goods from the Offer in the corresponding value.

18. Upon withdrawal from the contract, the subject-matter of which is the sale of Goods, the Seller is not obliged to return payments to the Consumer before the Goods are delivered to him or until the Consumer proves that the Goods have been sent back to the Seller, unless the Seller proposes to pick up the Goods in person or through a person authorized by him.

19. The Seller shall not be obliged to pay any additional costs to the Consumer if the Consumer has expressly opted for a different delivery method than the least expensive usual method of delivery offered by the Seller. Additional costs shall mean the difference between the costs of delivery

chosen by the Consumer and the costs of the cheapest usual method of delivery offered by the Seller.

20. In the event of withdrawal from the contract, the Consumer shall bear the costs of returning the Goods to the Seller or a person authorized by the Seller to take the Goods over and, in the event of withdrawal from a distance contract, the costs of returning the Goods, which due to their nature cannot be returned by post.
21. In the event of withdrawal from the contract, the Consumer shall be liable for any diminished value of the Goods which arose as a result of such handling of the Goods, which is beyond the handling necessary to determine the properties and functionality of the Goods.
22. The Seller recommends that the Purchaser should insure the goods that are the subject of the return. The risk of damage to the Goods, which is the subject of return, shall be borne by the Purchaser until the moment the goods are taken over by the Seller.
23. Should the Purchaser fail to deliver a notice of withdrawal with the Goods at the latest, the Seller will invite him by phone or e-mail to complete the missing data or attach the missing required documents. Should the Consumer fail to submit a notice of withdrawal from the contract or complete the missing data within the additional period, the Seller reserves the right not to proceed with the return and the Goods will be returned to the Purchaser to the address specified in the Order.
24. The Seller reserves the right not to accept the Goods sent by the Purchaser by post with cash on delivery.
25. If gifts are provided with the goods, the Purchaser acknowledges that the contract of gift concluded between the Parties is bound by this Purchase Contract. In the event that the Purchaser exercises the right to withdraw from the Purchase Contract, the contract of gift expires and the Purchaser is obliged to return the gifts concerned provided together with the returned Goods.
26. Withdrawal from the contract by the Purchaser – Entrepreneur shall be 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 Purchaser, who is a Consumer, shall be governed by Section 620 et seq. of the Civil Code.
2. The Seller is responsible for the defects of the sold item when taken over by the Purchaser. The Seller shall be responsible for the defects of the sold item when taken over by the Purchaser. For items sold at a lower Price, the Seller shall not be liable for the defect for which the lower Price was negotiated.
3. If the items are not perishable or used, the Seller is liable for defects that occur after taking over the item during the guarantee period (guarantee).

4. The guarantee period shall be 24 months. If the time limit for the use is marked on the item that is being sold, its packaging or the instructions attached to it, the warranty period does not end before the expiry of this period.
5. In the event that the Purchaser is an entrepreneur, the Parties in accordance with Section 429 (2) of the Commercial Code agreed on a guarantee period of 12 months.
6. At the request of the Purchaser, the Seller is obliged to provide a guarantee in writing (guarantee certificate). If the nature of the matter allows it, it is sufficient to issue a proof of purchase instead of a guarantee certificate.
7. The guarantee certificate contains the name of the Seller (name and surname, business name or name of the Seller, his registered office or place of business), the content of the guarantee, its extent and terms and conditions, the length of the warranty period and the data necessary to claim the guarantee. If the guarantee certificate does not contain all the requisites, this does not invalidate the guarantee.
8. The guarantee certificate is a proof of purchase – an invoice, which also serves as a delivery note.
9. The guarantee period shall begin to run from the acceptance of the item by the Purchaser.
10. The guarantee does not cover normal wear and tear, mechanical damage, etc.

## **Article XII**

### **Seller's liability for Defects in relation to Purchaser – Entrepreneur**

1. The Seller is responsible for defects in the goods in accordance with the provisions of these GBT&Cs. The provisions of Section 422 to Section 441 of the Commercial Code shall not apply, unless otherwise stated in these GBT&Cs.
2. The Goods delivered by the Seller to the Purchaser – Entrepreneur have defects if at the time of delivery to the Purchaser – Entrepreneur does not meet the parameters of quantity, quality and design, which were specified and agreed by the Parties in the Purchase Contract.
3. The Seller is 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 Purchaser – Entrepreneur according to Article IX, point 2 of these GBT&Cs.
4. The Purchaser – Entrepreneur is entitled to exercise his rights under the liability of the Seller for defects in the delivered Goods, by a written notice of defects in the form of a complaint form.
5. In the event of a complaint, the Purchaser – Entrepreneur is obliged to state in the complaint form at least the following data:
  - (i) identification of the Goods which have defects;
  - (ii) detailed description of the claimed defect of the Goods;
  - (iii) contact the person responsible for taking the Goods over after settlement the complaint.

6. In the event that the complaint form does not contain all the required data in accordance with point 5 of this Article of the GBT&Cs above, the Seller will request the Purchaser – Entrepreneur to complete the complaint form. For the purposes of proper identification of the defect of the Goods, the Seller is also entitled to request additional information beyond the scope of point 5 of this Article of the GBT&Cs.
7. The Purchaser – Entrepreneur is obliged to notify the Seller of obvious defects of the Goods and to assert claims from liability for defects of the Goods in writing without undue delay after the transfer of the risk of damage to the Goods to the Purchaser – Entrepreneur. The Purchaser – Entrepreneur is obliged to notify the Seller of defects in the Goods in writing on the day following the day on which the Purchaser discovered the defects in the Goods; however, no later than within three business days from the date on which the Purchaser discovered the defects in the Goods. In the event of non-fulfilment of the obligations of the Purchaser – Entrepreneur stated in this point above, the claims of the Purchaser – Entrepreneur against the Seller from liability for defects of the goods shall expire. For the avoidance of doubt, a latent defect of the Goods means a defect of the Goods which existed at the time when the risk of damage to the Goods passed to the Purchaser but did not become apparent until the risk of damage in the Goods had passed to the Purchaser.
8. The Seller shall, without undue delay after receiving the complaint form, inspect (for this purpose the Purchaser – Entrepreneur is obliged to provide the Seller with cooperation) of the claimed defect of the goods, for the purpose of finding out further procedure and writing a complaint protocol on the defect of the Goods containing:
  - (i) description of the defect of the Goods;
  - (ii) the date of exercise of the Purchaser’s right arising from the Seller’s liability for defects of the Goods; and
  - (iii) further procedure (i.e., stating whether the complaint from the Purchaser – Entrepreneur was accepted by the Seller of the Goods or not).
9. In the case of acceptance of a complaint for a defect by the Seller, the Purchaser – Entrepreneur is entitled to free removal of the defect of the Goods claimed by the Purchaser – Entrepreneur or to a reasonable discount on the Purchase Price of the Goods, according to the Seller's decision.
10. The Seller is obliged to handle a claim for a defect in the Goods within 90 days from the date of inspection of the defect in the Goods in accordance with point 8 of this Article of the GBT&Cs.
11. After settling the complaint according to point 9 of this Article of the GBT&Cs, the Seller shall indicate in the complaint protocol on the defect of the Goods, the method and date of settling the complaint, a photocopy of which signed by the Purchaser – Entrepreneur shall be handed over to the Purchaser – Entrepreneur. By signing the said complaint protocol, the

rights of the Purchaser – Entrepreneur under the responsibility of the Seller for defects of the Goods are considered satisfied.

12. The Purchaser – Entrepreneur is not entitled to reimbursement of any costs incurred in connection with the exercise of his rights from the Seller's liability for defects of the Goods.

### **Article XIII**

#### **Complaint Conditions**

1. The conditions of the complaint in relation to the Consumer are governed by the relevant provisions of the Complaint Procedure accepted by the Purchaser and published on the website [www.truune.com](http://www.truune.com).

### **Article XIV**

#### **Term of Agreement**

1. The Purchase Contract is concluded for a definite period of time, until the proper fulfilment of the obligations of both Parties arising from the Purchase Contract and the GBT&Cs, which form an integral part hereof.

### **Article XV**

#### **Personal Data Protection**

2. The Seller is obliged to comply with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC (General Data Protection Regulation) (GDPR) and Act No 18/2018 Coll., on Personal Data Protection and on Amendments to Certain Other Acts, as amended (hereinafter referred to as the "**Personal Data Protection Act**").
3. By concluding the Purchase Contract, the Purchaser acknowledges that the Seller processes his personal data mainly to the extent and on the basis of relevant legal regulations relating to the conclusion of the Purchase Contract and for the purpose of fulfilling the subject-matter of this Purchase Contract by the Parties and in order to ensure the fulfilment of the mutual obligations of the Parties under this Purchase Contract, without the need for special consent to the processing of personal data by the Purchaser.
4. By concluding the Purchase Contract, the Purchaser confirms that the data provided by him and/or provided to the Seller in any other way are true and declares that as the data subject he was informed of his rights as a data subject within the meaning of GDPR and the Personal Data Protection Act and that he was informed about the terms and conditions of the per-

sonal data processing by the Seller as an operator, the obligations of the Seller as an operator, as well as other information related to the processing of his personal data by the Seller as an operator, to the extent available to the Purchaser on [www.stark.audio](http://www.stark.audio), as the Purchaser has read the information carefully before concluding the Purchase Contract.

5. The Purchaser is entitled to send any questions related to the processing of personal data in writing to the address of the Seller specified in Article II, point 1 of these GBT&Cs or to the e-mail address [info@stark.audio](mailto:info@stark.audio).

## **Article XVI**

### **Information on Alternative Dispute Resolution**

1. The Consumer shall be entitled to contact the Seller with a request for remedy at the email address [info@stark.audio](mailto:info@stark.audio) if the Consumer is not satisfied with the way in which the Seller handled the Consumer's complaint or if the Purchaser believes that the Seller has violated his rights. If the Seller rejects this objection of the Purchaser or does not respond to it within 30 days of its dispatch, the Consumer shall be entitled to file a motion to initiate alternative dispute resolution to an alternative dispute resolution entity ("**ADR Entity**") in accordance with the Alternative Dispute Resolution Act. ADR entities are bodies and authorized legal entities pursuant to Section 3 of the Alternative Dispute Resolution Act, the list of which is maintained by the relevant state authority (<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>). The motion may be submitted by the Consumer pursuant to Section 12 of the Alternative Dispute Resolution Act.
2. The Consumer can also file a complaint through the RSO Alternative Dispute Resolution platform, which is available on-line at <https://ec.europa.eu/consumers/odr/main/?event=main.home2.show&lng=SK>.
3. Alternative dispute resolution can only be used by the Consumer – a natural person who does not act within the scope of his business activity, employment or profession when concluding and fulfilling a Consumer Contract. Alternative dispute resolution only concerns a dispute between a consumer and a Seller arising out of or in connection with a Consumer Contract. Alternative dispute resolution only applies 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 initiating ADR up to a maximum of EUR 5 including VAT.

## **Article XVII**

### **Final Provisions**

1. The contact details of the Seller and the Supervisory Authority are given in Article II, point 1 of these GBT&Cs.



2. Legal relations between the Seller and the Purchaser – Consumer not explicitly regulated by these GBT&Cs 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 Purchaser – Entrepreneur not expressly regulated by these GBT&Cs are governed by the relevant provisions of the Commercial Code, as well as other related regulations.
4. These GBT&Cs are prepared in the Slovak and English languages. In the case of their execution in any other language, the Slovak language version shall prevail in case of any discrepancies.
5. If any provision of these GBT&Cs becomes invalid, ineffective or unenforceable for any reason, such invalidity, ineffectiveness or unenforceability shall not affect other provisions of the GBT&Cs and the Seller shall replace this invalid, ineffective or unenforceable provision with a valid, effective and enforceable provision, maintaining the same economic and the legal purposes and significance of an invalid, ineffective or unenforceable provision.
6. The Purchaser declares that he has full legal capacity, that the text of these GBT&Cs is a certain and understandable expression of his serious and free will to be bound by them, and that he read these GBT&Cs before concluding the Purchase Contract and fully understood them.
7. For the avoidance of any doubt, the Parties have agreed that if any arrangement in these GBT&Cs is in direct or indirect conflict with any provision of law that can be excluded, modified or deviated by any agreement, depending on the nature of the matter, exclusion or appropriate modification of such provision of a legal regulation so that the full effectiveness of all provisions of these GBT&Cs and the relevant Purchase Contract is maintained.
8. These GBT&Cs apply as stated on the website of the e-shop: [truune.com](http://truune.com) on the day of sending the Order to the Purchaser, unless the Parties agree otherwise.
9. The Seller reserves the right to amend these GBT&Cs at any time, if required by a change in business policy or applicable legislation.
10. These Business Terms and Conditions come into force and effect on 1 January 2022.