

TERMS AND CONDITIONS

1. INTRODUCTORY PROVISIONS

1.1. These business terms and conditions regulate the rights and duties of the company ZENAGRO, s.r.o residing at Hornopotočná 10, 917 00 Trnava, Company Identification Number: 18,048,919, registered in the Commercial Register of the District Court Trnava, Section: Sro, File No. 12046/T, VAT ID Number: SK2020165279 (hereinafter referred to as the “Selling Party”) and the Purchasing Party relating to the purchase contract conclusion through an online shop on the website www.terraparna.sk (hereinafter referred to as the “e-shop”), they shall comprise an inseparable part of the concluded purchase contract.

1.2. Contact data of the Purchasing Party for the purposes of communication with the Selling Party:

Terra Parna

/ZENAGRO s.r.o./

Ružová dolina 528 , 919 01 Suchá nad Parnou,

obchod@terraparna.sk

Tel: 00421 907 894 371

1.3. Through the e-hop it is possible to conclude the purchase contract remotely by the electronic means of communication; based on the purchase contract, the Selling Party undertakes to supply the goods to the Purchasing Party and the Purchasing Party undertakes to pay the purchase price and costs of supply under the conditions specified below.

1.4. Before starting the ordering process, but no later than before a binding order of the goods, the Purchasing Party shall be obliged to register themselves in the Purchasing Party’s system, where they shall indicate their basic identification and contact data, including the delivery address and they shall become familiar with the contents of these business terms and conditions and express consent with it.

1.5. These Business Terms and Conditions also serve for the delivery of information obligations pursuant to Article 3 of Act No. 102/2014 coll. Act on Consumer Protection in Selling Goods or Providing of Services Based on a Contract Agreed Remotely or Contract Agreed Outside of the Operating Premises of the Selling Party, which are not defined directly in the respective order form.



1.6. If the Purchasing Party is a physical person and/or a legal entity that purchases goods for the purposes of employment, profession and/or business, the provisions of Article 5 - Withdrawal from the Purchase Contract and provisions of Article 6 - Rules of Complaints are not applied to them. Respective general provisions on liability for damages shall be applied for liability for damages.

1.7. The Selling Party provides to the Purchasing Party who is entitled to withdraw from the contract pursuant to Article 5 herein a form for the withdrawal from the purchase contract.

2. PURCHASE CONTRACT CONCLUSION

2.1. Only goods available in the respective section of the e-shop can be the subject of the purchase contract. The Purchasing Party may select the goods they want to buy from the Selling party, define its type and amount.

2.2. The Purchasing Party orders the type and amount of the goods via an electronic form available within the e-shop the Purchasing Party is obliged to complete the electronic form, state all data so that the goods can be delivered, and accept these business terms and conditions (hereinafter referred to as the Order"). Before the final confirmation of the Order by pressing the button "Order with Obligation to Pay", the Purchasing Party is obliged to check the correctness of all data defined in summary; the data can be modified when returning to the electronic form via pressing the button "Back".

2.3. Final confirmation of the Order is considered to be a binding proposal to conclude the purchase contract by the Purchasing Party. The Purchasing Party is bound by the proposal and they are only entitled to recall it before it is accepted by the Selling Party.

2.4. Acceptance of the Order and of the proposal of the purchase contract conclusion by the Selling Party is made by electronic means - e-mail sent to the address defined by the Purchasing Party in the Order.

3. PURCHASE PRICE AND PAYMENT TERMS

3.1. The purchase price of the goods within the e-shop is defined in EUR, VAT included. Discount/promotion prices are valid until stocks last, unless otherwise stated.

3.2. The Purchasing Party is obliged to pay for the goods using the method of their choice from the options offered by the Selling Party on the website.

4. DELIVERY OF GOODS

4.1. The Selling Party only delivers the goods in the territory of the Slovak Republic.

4.2. The goods are delivered via the contracted carrier Top Trans. The goods will be delivered together with an invoice as an accounting document.

4.3. The Purchasing Party shall pay for the goods delivered by Top Trans and the price of shipping as follows:

1 package (1-6 bottles) EUR 6 Eur, VAT included

2nd and other packages EUR 0.99, VAT included

6 bottles at most can be shipped in a package. In case of cash on delivery, EUR 1.99, VAT included will be added to the total price. The price for the shipping will be specified in the Order.

4.4. Goods delivery period becomes binding at the time of the Order receipt pursuant to Clause 2.4. herein. The Selling Party usually delivers the goods within 4 working days from the Order receipt, within 30 days from the time when the Order was entered at latest. The Selling Party shall be entitled to deliver the goods in parts or, as the case may be, before the contractually agreed period for the goods delivery.

4.5. The Selling Party shall be informed on the differences in the amount of the goods delivered in writing, no later than within twenty four (24) hours from the goods takeover. The written form means a letter or a confirmed e-mail message. Any later complaints as to the amount of the goods delivered shall not be accepted by the Selling Party.

4.6. The Purchasing Party assumes the ownership title and the risk of damage to the goods in the moment of taking over the goods. When taking over the goods, the Purchasing Party shall be obliged to inspect the goods and document potential damages in an appropriate way (including the intactness of the package). The Purchasing Party shall inform the Selling Party of potential damages incurred during shipping within twenty four (24) hours from the goods takeover at latest. Where the damage to the goods is apparent, the Purchasing Party shall be obliged to record this fact in the shipping documents. Claims from the carrier are applied by the Selling Party. The Purchasing Party shall cooperate in this matter with the Selling Party. If the Purchasing



ing Party does not provide the Selling Party with the necessary cooperation, damage to the goods and related claims may be only applied from the carrier if the Purchasing Party proves that the goods were already damaged at the time of the goods takeover. If within the complaint procedure the carrier acknowledges the damage to the goods during shipping, the Purchasing Party will receive the same new goods.

4.7. The Purchasing Party and the Selling Party may decide on substitute delivery in the same quality and price; costs related to the return of the goods in case of withdrawal from the contract by the Purchasing Party shall be borne by the Selling Party in this case, as well.

4.8. Should the Selling Party fail to deliver the contract because they are not able to deliver the goods, they are obliged to inform the Purchasing Party without undue delay and return the amount paid for the goods and the advance payment for shipping within 15 days, unless the Purchasing Party and the Selling Party agree on substitute delivery. If the Purchasing Party and the Selling Party do not agree on substitute delivery, the Selling Party shall pay all costs provably spent on goods ordering. In case of substitute delivery, the Selling Party shall be obliged to deliver the goods to the Purchasing Party in the same quality and price.

5. WITHDRAWAL FROM THE PURCHASE CONTRACT

5.1. The Purchasing Party has a right to withdraw from the Contract without specifying the reason by sending a written termination notice to the Selling Party within fourteen (14) days from the time of the goods takeover:

- a) to the address: Ružová dolina 528, Suchá nad Parnou, 919 01
- b) to e-mail address: obchod@terraparna.sk

The goods are considered to be taken over by the Purchasing Party, when the Purchasing Party or a third person authorised by them, excluding the carrier, takes over all parts of the ordered goods or (a) at the time of the goods delivery that was delivered as the last item, if the goods were delivered in parts separately, or (b) at the time of takeover of the last part or the last item, if the goods that are supplied consist of several pieces, or (c) at the time of the takeover of the first item, if the goods are delivered repeatedly during a specified period.

5.2. The Selling Party is obliged to return all the payments they have received from the Purchasing Party based on the contract or in relation to the contract, including all costs related to transport, delivery, postal fees and other costs and charges within 14 days from the delivery of the notice of withdrawal from the Contract. However,



the Selling Party is not obliged to return the payments in accordance with the previous sentence before the goods are delivered to them or before the Purchasing Party proves that the goods have been shipped back to the Selling Party.

5.3. The Selling Party is obliged to return to the Purchasing Party all the payments in compliance with clause 5.2 using the same method that the Purchasing Party has used to make the payment. The Purchasing Party's right to agree a different method of payment with the Selling Party shall not be affected thereby, unless it results in additional charges incurred by the Selling Party.

5.4. The Selling Party is not obliged to pay additional costs to the Purchasing Party if the latter has expressly chosen a method of delivery different from the most economic regular shipping option offered by the Selling Party. The additional costs mean the difference between the costs of delivery chosen by the Purchasing Party and the costs of the most economic regular shipping option offered by the Selling Party.

5.5. The Purchasing Party shall be obliged to send the goods back or hand the goods over to the Selling Party or a person authorised for the goods takeover by the Selling Party within 14 days from the day of withdrawal from the contract. This shall not be applicable if the Selling Party proposes personal takeover of the goods or takeover by an authorised person. The period defined in the first sentence shall be deemed observed if the goods are handed over for shipping by the last day of the period, at latest.

5.6. The costs related to the return of the goods to the Selling Party in case of withdrawal from the contract by the Purchasing Party shall be borne by the Selling Party.

5.7. The Purchasing Party shall be only liable for the diminished value of the goods due to such handling of the goods that goes beyond the handling necessary to ascertain the nature and functioning of the goods.

6. RULES OF CLAIMS

6.1. The Purchasing Party has a right to lodge a claim by sending a written notice to the Selling Party:

- a) to the address: Ružová dolina 528, Suchá nad Parnou, 919 01
- b) to e-mail address: obchod@terraparna.sk

6.2. When filing a claim, the Purchasing Party shall be obliged to return the goods to

the Selling Party to the address Ružová dolina 528 , Suchá nad Parnou 919 01 together with a document of the purchase of the goods, without undue delay.

6.3. The warranty period for the goods is 24 months, unless stated otherwise.

6.4. If the claim is justified and if the defect can be eliminated, the Purchasing Party has a right to a timely and proper elimination of the defect without a charge. The Purchasing Party shall be obliged to eliminate the defect without any delay. Instead of the elimination of the defects, the Purchasing Party may require replacement of the goods, unless it entails disproportionate costs taking into account the price of the goods or severity of the defect. The Selling Party may always choose to replace the defected goods by the goods without defects, instead of eliminating the defects, unless it causes serious difficulties to the Purchasing Party.

6.5. If the claim is justified and the defect cannot be eliminated and prevents the proper use of the goods, the Purchasing Party has a right to the replacement of the goods or to withdraw from the contract. The Purchasing Party shall have the same rights in cases where the defects can be eliminated but cannot be properly used by the Purchasing Party because of repeated occurrence of defects after a repair or increased frequency of the defects. Where non-eliminable defects are concerned, the Purchasing Party is entitled to a reasonable discount from the price of the goods.

6.6. Should the Purchasing Party lodge a claim, the Selling Party shall inform them about their rights pursuant to clauses 6.4. and 6.5. and upon the Purchasing Party's decision on which right is to be applied, the Selling party shall define the manner of claim settling promptly, in complicated cases within 3 working days from the day of lodging the claim at latest, and in duly justified cases, in particular where a complex technical assessment of the condition of the product or service is required, within 30 days from lodging the claim at latest. After having defined the manner of claim settling, the claim shall be processed as soon as possible; in duly justified cases the claim may be settled later, however the claim settlement shall not take longer than 30 days from the date of lodging the claim. After the period of the claim settlement expires, the Purchasing Party shall be entitled to withdraw from the contract or to have the product replaced by a new one.

6.7. When a claim is lodged, the Selling Party is obliged to issue a confirmation to the Purchasing Party. If the claim is lodged by means of remote communication, the Selling Party shall immediately deliver the confirmation of claim lodging to the Purchasing Party; where such confirmation cannot be delivered immediately, it shall



be delivered without undue delay; however no later than together with the document of the claim settlement, which is issued in writing by the Selling Party within 30 days from the day of the submission of the claim at latest.

6.8. The provisions of this article shall be appropriately applied to the handling of complaints and suggestions of the Purchasing Party.

7. FINAL PROVISIONS

7.1. The Selling Party only offers the conclusion of the purchase contract in the Slovak language. Any contract concluded by the electronic means within the e-shop is governed by the Slovak law.

7.2. The general authority of market surveillance in consumer protection matters in the internal market is the Slovak Trade Inspection (STI), STI Inspectorate of the Trnava district, Technical Inspection of the Goods and Consumer Protection Department, Trhová 2, 917 01 Trnava. The authority of official control over foodstuff in the area of their production, trade network, handling and placing on the market is The District Veterinary and Food Administrations, Trnava, Zavorská 11, 918 21 Trnava.

7.3. The Selling Party is entitled to unilaterally amend these Business Terms and Conditions. The obligation of providing a written notice of amendment to these terms and conditions is deemed fulfilled upon placing a modified wording thereof on the website www.terraparna.sk.

WITHDRAWAL FROM THE PURCHASE CONTRACT FORM

(fill in and submit only if you wish to withdraw from the contract)

TO:

Terra Parna
/ZENAGRO s.r.o./
Ružová dolina 528 , 919 01 Suchá nad Parnou,
obchod@terraparna.sk

I/we hereby inform you, that I am/we are withdrawing *
from the contract the goods/service delivery*:

.....
.....

Date of order/date of receipt*

.....

Name and surname of the consumer/consumers*

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Address of the consumer/consumers*

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.....

Signature of the consumer/consumers*

.....

(only if the form is submitted in paper form)

Date:

* Delete if not applicable.

