

# GENERAL TERMS AND CONDITIONS

of 2U spol. s r.o. / BF-shop.EU

## I. Definition of terms

For the purposes hereof, the following terms mean what their definitions provide:

1. **"Seller"** refers to **2U spol. s r.o.**, registered office: Trnavská cesta 84, 821 02 Bratislava, company ID: 17 315 786, Tax ID: 2020299732, VAT ID: SK2020299732, registered in the Commercial Register kept by the Bratislava I District Court, Section: Sro, Insert: 808/B, email address: [info@bf-shop.eu](mailto:info@bf-shop.eu), telephone: +421 2 49 2020 90. The Seller acts within the scope of its business activities when concluding and performing purchase contracts pursuant to these Terms and Conditions;
2. **"Buyer"** means a person who is interested in concluding a purchase contract with the Seller or who has concluded a purchase contract with the Seller through the [www.BF-shop.EU](http://www.BF-shop.EU) website.
3. **"Consumer"** means a Buyer for whom concluding and performing a contract with the Seller is not part of his/her occupation or subject of business;
4. **"Entrepreneur"** means a Buyer for whom concluding and performing a contract with the Seller is part of his/her occupation or subject of business;
5. **"Parties"** refers to the Seller and the Buyer;
6. **"Contract"** means a purchase contract concluded between the Seller and the Buyer through the [www.BF-shop.EU](http://www.BF-shop.EU) website;
7. **"Online Shop"** refers to the shop operated under the [www.BF-shop.EU](http://www.BF-shop.EU) domain.

## II. Basic provisions

1. These Terms and Conditions apply to the conclusion of contracts the subject of which are goods offered by the Seller, using distance communication via the Online Shop, and are an integral part of the Contract so concluded.
2. Unless otherwise provided in a written agreement between the Seller and the Buyer or by law, these Terms and Conditions apply to all relations between the Seller and the Buyer. In accordance with Article 6(2) of Regulation (EC) No. 593/2008, the Parties agree that matters not covered by these Terms and Conditions are governed by the laws and other generally binding legal regulations of the Slovak Republic (hereinafter collectively referred to as **"Governing Law"**). If the Buyer is a Consumer and any of his/her rights and obligations under these Terms and Conditions and the Governing Law are governed differently by the law of the country of his/her domicile, the law which is more favourable to the Buyer applies.
3. The Buyer bears the full cost of using the means of distance communication through which the Contract is concluded. The amount of these costs depends on the terms and conditions of the telecommunications service provider used by the Buyer when concluding a Contract. The Seller does not charge any additional fees for the use of means of distance communication.

## III. Goods

1. The web interface of the Online Shop contains information about the current range of goods (displayed goods) intended for sale by the Seller, including the price, estimated delivery time, and all information related to the specific goods.
2. The purchase price of goods in the Online Shop is exclusive of VAT and all related fees. The purchase price of goods remains valid while it is present next to the goods in the Online Shop. For information on the costs of delivery of goods, see Article V hereof.

3. If there are two prices present next to the goods in the Online Shop, one of which is crossed out, the crossed out price is only informative as a reference price and the purchase price is the lower one, which is highlighted and not crossed out.
4. All information regarding the goods listed in the Online Shop, e.g. description of the goods, specifications, photographs, etc., is information available to the Seller at the time of publication, and the goods may in fact differ in some way from this information. By submitting his/her order, the Buyer acknowledges and agrees that the permissible difference in dimensions, weight, material and colour shade of the ordered goods is +/-7 per cent, and any difference within this range is not considered a defect. The Seller reserves the right to make minor adjustments to the description of the goods in order to bring the description into conformity with fact without the need to notify the Buyer.
5. The goods offered in the Online Shop are limited in time and quantity, as indicated in the specific cases for the goods in the Online Shop or in advertisements relating to individual sales campaigns. The quantity of goods in stock, which is indicated in the Online Shop, is informative and may be updated by the Seller at any time without prior notice.
6. The Seller reserves the right to limit the maximum number of purchases by a single Buyer for specific goods in order to ensure a fair purchase opportunity for all Buyers. Such a possible limitation is always indicated in the description of specific goods in the Online Shop.

#### **IV. Pre-contractual information and Contract conclusion procedure**

1. Prior to the conclusion of the Contract, the Seller notifies the Consumer of the following information:
  - 1.1. the possible payment methods are provided in Article VI hereof, and the method of delivery of goods is provided in Article V hereof;
  - 1.2. only the restrictions provided in Article III hereof apply to the delivery of goods;
  - 1.3. the amount of the costs of delivery of goods is provided in Article V hereof;
  - 1.4. the details of the rights arising from defective performance as well as the rights under the guarantee, and other conditions for exercising these rights are provided in Article IX hereof;
  - 1.5. the Contract is not concluded for an indefinite period and does not provide for repeated performance;
  - 1.6. the Consumer is not obliged to pay any deposit or other similar payment before the conclusion of the Contract – this does not affect the Buyer's option to opt for payment of the purchase price and delivery costs by bank transfer or online card payment in advance in accordance with Article VI hereof;
  - 1.7. more information on the costs of means of distance communication is provided in Article II(3) hereof;
  - 1.8. more detailed information on the exercise of the right of withdrawal from the Contract and on the Contract Withdrawal Form is provided in Article VII hereof;
  - 1.9. in the event of withdrawal from the Contract, the Consumer bears the cost of returning the goods and the costs associated thereto as provided in Article VII hereof;
  - 1.10. as part of out-of-court complaint handling, the Consumer may contact the Seller through [info@bf-shop.eu](mailto:info@bf-shop.eu) or by phone +421 2 49 2020 90;
  - 1.11. the Seller is not bound by any codes of conduct in relation to the Consumer.
2. These Terms and Conditions are drawn up in English. The Contract between the Seller and the Buyer is concluded in English.

3. By submitting an order via the Online Shop, the Buyer agrees to conclude the Contract at a distance by means of distance communication.
4. The technical steps leading to the conclusion of the Contract are as follows:
  - 4.1. After accessing the Online Shop through an internet browser, the Buyer is presented with an offer of goods, and the Buyer has the opportunity to choose a specific item and the desired quantity;
  - 4.2. After the Buyer selects a specific item from the Seller's offer, detailed information about that item is displayed, including the price, available variants of the item;
  - 4.3. The Buyer selects the desired quantity and adds the item to the electronic shopping cart by clicking on the "Add to cart" button. The item is thus reserved for the period of time during which the Buyer browses the pages of the Online Shop. If the Buyer does not complete the purchase within this period, the item is automatically removed from the electronic shopping cart and returned to the Online Shop. The electronic shopping cart is accessible to the Buyer at any time during shopping by placing the cursor on the "Cart" button;
  - 4.4. The Buyer can then click on the "Continue shopping" button to continue browsing the contents of the Online Shop, or if the electronic shopping cart already contains all the required goods, he/she can click on the "Proceed to checkout" button;
  - 4.5. After clicking on the "Proceed to checkout" button, an overview of the selected goods will be displayed, containing for each item placed in the electronic shopping cart the designation of the item, the selected quantity, the price of the item, and also the total price composed of the sum of the prices of all goods, and the price of delivery. At this time, the Buyer has the opportunity to verify the contents of the order, and if he/she wishes to change or remove any of the goods, he/she has the option to return to the Online Shop via the "Continue shopping" button;
  - 4.6. In the next step, the Buyer fills in the login data to create a personal account, the delivery data, namely title, first and last name or business name, street, house number, postcode, city, mobile phone number, email address, and, if applicable, a note. The Buyer is obliged to fill in the data marked with an asterisk in this form. The Buyer is not allowed to send the order without logging in and filling in these data. When logging in and setting up a personal account and also when ordering goods, the Buyer is obliged to provide correct mandatory data. The Buyer is obliged to update the data in the personal account in case of any change. The Seller is not obliged to verify the accuracy of the data provided by the Buyer. Therefore, the Seller does not assume any liability for any damage caused to the Buyer as a result of a breach of the obligations to provide or update his/her data at the address of the Online Shop. Next, the Buyer chooses the method of delivery and the method of payment. At the same time, the Buyer confirms by ticking the appropriate box that he/she has read these Terms and Conditions, which are accessible from that location by clicking on the "**Terms and Conditions**" link, including the pre-contractual information provided in clause 1 of this Article, and chooses whether to opt in to receive commercial notifications to the email address indicated in the delivery data;
  - 4.7. After clicking on the "**Continue**" button, the order summary will be displayed along with the payment method and the total price of the order. In this step, the Buyer has the option to change the payment method entered in the order. If the Buyer does not wish to change any of these data, by clicking on the "**Order with obligation to pay**" button, the Buyer completes the order process knowing that the order includes the obligation to pay the price. If the Buyer wishes to change any of the data he/she has entered in the order, he/she has the option to go back via the "**Back**" button of the web browser. The Seller considers the data provided by the Buyer in the order as correct data;

- 4.8. The Contract between the Seller and the Buyer is concluded at the moment of confirmation of the Buyer's order by the Seller by email to the email address specified in the Buyer's personal account or in the order.
5. If the Buyer provides any note in the "**Note**" field of the form when completing the order (if there is such a field), such a note does not become part of the Contract, and its content is not binding for the Seller.
  6. In the case of payment by bank transfer, the Seller sends the Buyer a tax document (invoice) after the conclusion of the Contract, which also serves as confirmation of the conclusion of the Contract. These Terms and Conditions of the Seller are an integral part of the confirmation of the conclusion of the Contract. The Buyer agrees to have the confirmation of the conclusion of the Contract issued and sent to the Buyer in electronic form, thereby replacing the Seller's obligation to provide the Buyer with a confirmation in paper form. If, during the automatic processing of the Buyer's order, an error occurs in the electronic ordering system that causes the text of the Contract so sent to not correspond to the Buyer's order, the Seller is obliged to send the Buyer a corrective email confirming the correct wording of the Contract and stating that it is a corrected version of the Contract, and that the previous Contract is invalid because of the error in the electronic system.
  7. The Seller stores the concluded Contracts and delivered orders in electronic form, and keeps and archives them for the period prescribed by law if such an obligation is imposed by legal regulations. The Seller does not allow access to archived Contracts to any other person.
  8. If a specific item that is the subject of a Contract is no longer manufactured, delivered, out of stock or unavailable, the Contract terminates due to the subsequent impossibility of performance, and the Seller informs the Buyer of the termination of the Contract without undue delay. If the Buyer has already paid all or part of the purchase price for the specific item, this amount will be refunded in the same manner as the Seller received it from him/her.
  9. The Buyer acquires title to the delivered goods only upon full payment of the purchase price and the costs of delivery of the goods, or upon delivery of the goods, whichever is later.

#### **V. Delivery terms and costs of delivery of goods**

1. The goods are delivered to the address that the Buyer has indicated as the delivery address when filling out the order.
2. It is not possible to collect the goods in person at the Seller's registered office.
3. Goods are sent via courier companies DPD, United Parcel Service or other selected couriers.
4. The costs of delivery consist of the cost of transportation and packaging of goods. The Buyer bears the costs of delivery of the goods.
5. The delivery time may be different for each item. If the Buyer orders goods with different delivery times within the same order, the delivery time is the longest of them.
6. The Buyer is aware that in exceptional cases the delivery time may be extended due to delays caused by the manufacturer or for unforeseeable reasons beyond the Seller's control. If the Buyer has not received the goods within the delivery time specified for the goods or has not been contacted by the Seller, he/she can obtain information about the expected delivery time via the shop's email address [info@bf-shop.eu](mailto:info@bf-shop.eu).
7. The Seller informs the Buyer about the dispatch of the goods by email to the email address provided when filling in the order.
8. Any additional delivery costs due to the Buyer's additional requirements after the Seller has handed over the goods for delivery, arising between the Buyer and the courier company (for example, due to a subsequent change of delivery location by the Buyer), are borne by the Buyer.

If the Buyer does not take delivery of the goods and requests re-delivery, the Buyer is obliged to pay the costs of both the first and re-delivery.

9. In the event of unjustified failure to take over the goods by the Buyer, the Seller reserves the right to claim compensation for damage.
10. The Buyer is advised to inspect the condition of the consignment when taking over the goods from the courier, and in case of signs of obvious damage to the goods (torn or deformed packaging, etc.), he/she should refuse to take over the goods and draw up a damage report.

#### **VI. Payment terms**

1. The Buyer can pay the price of the goods and delivery by choosing any manner of payment offered by the Online Shop before placing his/her order, namely:
  - 1.1. Online using card payment; Online payments are made through the Comgate payment gateway. The provider of the service, ComGate Payments, a. s., is a licensed payment institution under the supervision of the Czech National Bank. Payments processed through the payment gateway are fully secured and all information is encrypted. More information and contacts are available at [www.comgate.cz](http://www.comgate.cz).
  - 1.2. PayPal – payment via a PayPal account;
  - 1.3. By bank transfer to the Seller's account.

#### **VII. Withdrawal from the Contract by the Consumer**

1. The Consumer is entitled to withdraw from the Contract without giving any reason at any time from the moment of conclusion of the Contract until the expiry of a period of fourteen days after the date on which he/she takes over the goods from the courier, or, if the Contract covers several types of goods or delivery of several parts, within fourteen days after the date on which he/she takes delivery of the last of goods from the courier, unless otherwise stated below.
2. The Seller may unilaterally offer the Consumer a longer period for withdrawal from the Contract by publishing such an offer in the Online Shop.
3. The Consumer's right to withdraw from the Contract may not be construed as a right to a free loan of goods. The Consumer is liable to the Seller for the decrease in the value of the goods, which has arisen as a result of handling the goods improperly with respect to their nature and characteristics.
4. The Consumer may not withdraw from the Contract for the delivery of goods in the cases under Section 7(6) of Act No. 102/2014 Coll.
5. The Consumer may withdraw from the Contract before the ordered goods have been dispatched to him/her. In that case, the Consumer avoids paying the costs of returning the goods to the Seller, which are otherwise borne by the Consumer. If the Consumer opted for online card payment, the Seller promptly returns the funds in the same manner as the funds were received from the Consumer.
6. The Consumer is obliged to send the withdrawal from the Contract to the Seller in writing to the address: Trnavská cesta 84, 821 02 Bratislava, or to the email address: [info@BF-shop.eu](mailto:info@BF-shop.eu). The content of the withdrawal must include at least the first and last name of the Consumer, the street, house number, postcode, city, date of conclusion of the Contract, the extent to which the Consumer withdraws from the Contract. The price paid for the goods and the costs of delivery of the goods will be refunded online to the Consumer. To withdraw from the Contract, the Consumer may also use the form entitled "Contract Withdrawal Form", which is attached to these Terms and Conditions.

7. If the Consumer withdraws from the Contract in full or in part, he/she is obliged to send the goods with respect to which he/she has withdrawn from the Contract to the Seller without undue delay, not later than fourteen days after withdrawing from the Contract, to the address of 2U spol. s r.o.: Trnavská cesta 84, 821 02 Bratislava, Slovakia. The Consumer is advised to attach to the returned goods a completed "Goods Return Form", in which he/she provides the identification data of the Contract and the designation of the goods he/she is returning, or another document identifying the returned goods. In order to improve the quality of services, the Seller would appreciate if the Consumer also stated the reason for withdrawal from the Contract. Failure to provide a completed "**Goods Return Form**" or other document identifying the returned goods does not affect the fulfilment of the obligation to return the goods.
8. The costs of returning the goods and the costs associated with the return of the goods to the Seller are borne in full by the Consumer. The Consumer is liable for any damage to the goods during transportation from the Consumer to the Seller. The Seller therefore recommends that the Consumer send the returned goods by recorded delivery mail and insure them for the corresponding value. Goods sent with cash on delivery will not be accepted by the Seller.
9. The Seller refunds the Consumer all funds provided to it by the Consumer, i.e. the purchase price of the goods in respect of which the Consumer has withdrawn from the Contract, and the costs of delivery of the goods, without undue delay, at the latest within fourteen days after withdrawal from the Contract. If the Contract covered several goods and the Consumer withdrew from the Contract only with respect to some of them, the Seller refunds the Consumer the costs of delivery only to the extent that they exceed the costs of delivery of the remaining goods with respect to which the Consumer has not withdrawn from the Contract.
10. The Seller is not obliged to refund the purchase price of the goods with respect to which the Consumer has withdrawn from the Contract, nor the costs of delivery of the goods before the Consumer has handed over the goods to the Seller. In case of unjustified withdrawal from the Contract, the Seller will return the goods to the Consumer.
11. The transfer of any discount coupons to the Consumer is a unilateral legal action of the Seller. If the Consumer withdraws from the Contract in respect of goods for which he/she has used a discount coupon in whole or in part, he/she is not entitled to a refund of the discount coupon in money, or any other compensation. The Consumer is only ever entitled to a refund of the actually paid purchase price and costs of delivery of the goods.
12. The Consumer acknowledges the fact that if gifts are provided with the goods, the gift contract between the Seller and the Consumer is concluded with a termination clause providing that, if the Consumer's right of withdrawal from the Contract is exercised, the gift contract loses effect, and the Consumer is obliged to return the goods which were the subject of the Contract together with the related gifts, including all he/she has been enriched by. If these are not returned, these values will be considered as unjust enrichment of the Consumer. If it is not possible to hand over the object of unjust enrichment, the Seller is entitled to pecuniary compensation in the amount of the usual price of the gifts.
13. If the value of the returned goods is reduced as a result of handling these goods improperly with respect to their nature and characteristics, the Seller may claim damages from the Consumer, and set off its claim for damages against the funds which it would otherwise have to return to the Consumer. In this case, the Seller is obliged to prove the damage incurred. The Seller may furthermore offset the price of the gifts against the funds that it would otherwise have to return to the Consumer if the gift contract has been terminated pursuant to clause 12 of this Article, and the Consumer has not returned the gifts.
14. By concluding the Contract, the Consumer agrees that in the event of withdrawal from the Contract, the aforementioned funds will be returned to him/her in the same manner as the Seller received them from him/her.



### VIII. Contractual relations with Entrepreneurs

1. If the Entrepreneur refuses to take over the goods delivered by the Seller in accordance with the Contract, the Entrepreneur is in delay with the takeover of the goods at the moment of refusal, and is obliged to pay to the Seller a contractual penalty of 0.1 per cent of the price of the goods for each day of delay until the goods are taken over. Neither the contractual penalty nor its payment affects the Seller's right to compensation for damage incurred in connection with the refusal of the Entrepreneur to take over the goods, in particular the right to compensation for the costs associated with the transportation of the goods back to the Seller's warehouse and with the storage of the goods.
2. In case of default of the Entrepreneur with payment of the price of the goods, the Entrepreneur is obliged to pay the Seller, in addition to the statutory default interest, a contractual penalty of 0.05 per cent of the price of the goods for each day of default until full payment. This is without prejudice to the Seller's right to compensation for damage incurred by the Seller as a result of the Entrepreneur's default.
3. The Seller reserves the right to withdraw from the Contract for any reason or without giving any reason, in particular if the Entrepreneur has in the past withdrawn from a previously concluded Contract without giving any reason, refused to take over goods, or otherwise abused its rights in relation to the Seller, up to the moment of delivery of goods to the Entrepreneur. If the Entrepreneur has paid the price of goods in advance by bank transfer or online with a payment card, the Seller is obliged to refund the price so paid to the Entrepreneur without undue delay in the same manner as the Seller received it from the Entrepreneur.
4. The Entrepreneur is entitled to withdraw from the Contract in accordance with **the provisions of the Commercial Code**.

### IX. Rights arising from defective performance

1. The Seller is liable to the Buyer for the faultless condition of goods at the time of takeover by the Buyer. In particular, the Seller is liable for the fact that the goods have, at the time of their takeover by the Buyer, the quality and characteristics agreed between the Parties, or, in the absence of such an agreement, the qualities described by the Seller or expected by the Buyer with regard to the nature of the goods and to the Seller's advertising; that the goods are fit for the purpose for which the Seller states they are to be used or for which goods of the same kind are commonly used; that the goods are in the appropriate quantity, measure or weight, and that they comply with the requirements of legal regulations.
2. The Buyer is entitled to make claims under liability for defects in consumer goods within twenty-four months after taking over the goods.
3. The Buyer is advised to inspect the goods immediately after delivery, and to ascertain their quality, characteristics and quantity. The Entrepreneur is obliged to notify the Seller of obvious defects without undue delay, otherwise the right under liability for such defects is extinguished. For the purposes hereof, notification of defects without undue delay is understood to mean notification within 5 days after taking over the goods.
4. If the goods do not have, at the moment of receipt by the Buyer, the characteristics specified in clause 1 of this Article hereof, the Buyer may demand delivery of a new item without defects, unless this is unreasonable due to the nature of the defect, and if the defect relates only to a part of the goods, he/she may demand replacement of that part. If this is not possible, the Buyer may withdraw from the Contract. However, if this is disproportionate considering the nature of the defect, in particular if the defect can be removed without undue delay, the Buyer has the right to have the defect removed free of charge.
5. If the Buyer cannot properly use the goods due to the recurrence of a repairable defect after repair, or due to a greater number of repairable defects, the Buyer may, at his/her option, either withdraw from the Contract or demand delivery of new goods or replacement of their part.



6. If the Buyer does not exercise the right to delivery of new goods without defects, to replacement of their part, or to repair of the goods, or does not withdraw from the Contract, the Buyer may demand a reasonable discount. The Buyer is entitled to a reasonable discount also where the Seller cannot deliver new goods without defects, replace their part, or repair the goods, as well as where the Seller fails to repair the defect within a reasonable time, or where repairing the defect would cause the Buyer considerable difficulties.
7. Claims under liability for defects in performance may not be made by the Buyer if the Buyer knew before taking delivery that the goods had a defect, especially if the Buyer was granted a discount for this defect, or if the Buyer caused the defect him-/herself.
8. The Buyer is obliged to make claims under liability for defects with the Seller by sending the defective goods to the Seller at the address of 2U spol. s r.o.: Trnavská cesta 84, 821 02 Bratislava. Together with the notification of the defect, the Buyer is obliged to notify the Seller what claim he/she has chosen to make. He/she is not entitled to change his/her choice later without the Seller's consent; this does not apply if the Buyer has requested the repair of a defect that turns out to be irreparable.
9. The Seller issues to the Buyer, at the Buyer's request, a written confirmation of the obligations arising from defective performance within the scope provided by law.
10. The Seller confirms to the Buyer in writing when the claim was made, the performance of the repair and duration thereof, what the content of the complaint is, and the method of handling the complaint requested by the Buyer. After handling the complaint, the Seller confirms to the Buyer in writing the date and manner of handling the complaint, or issues a confirmation of the repair and duration thereof, or a written justification of the rejection of the complaint.
11. The Seller handles the complaint as soon as possible. The complaint, including the removal of a defect, must be handled without undue delay, not later than 30 days from the date of the complaint, unless the Seller and the Buyer agree on a longer period.
12. The Seller reimburses the Buyer for the costs of delivery of goods complained about to the Seller if the complaint was justified.
13. If the complaint is handled by delivery of new goods, the title to the defective goods passes to the Seller upon delivery of the new goods to the Buyer. If the complaint is handled by granting a reasonable discount to the Buyer, or the Buyer withdraws from the Contract, the Seller returns the relevant funds to the Buyer in the same manner as the Seller received them from the Buyer. Exceptions may be arranged with the Seller's customer support in justified cases.
14. Gifts and other free of charge performance, which are provided completely free of charge, may not become subject to any claims of the Buyer arising from liability for defects.

#### **X. Alternative resolution of consumer disputes**

1. The Consumer has the right to contact the Seller with a request for redress if he/she is not satisfied with the manner in which the Seller has handled his/her complaint, or if he/she believes that the Seller has violated his/her rights. If the Seller responds to the Consumer's request in the negative or does not respond at all within 30 days from the date of its dispatch, the Consumer has the right to file a motion for the initiation of alternative dispute resolution (hereinafter referred to as "ADR"). Only disputes arising from the Contract between the Seller and the Buyer, who is a Consumer, and disputes related to that Contract may be resolved by **ADR**, except for disputes under the provision of Section 1(4) of Act No. 391/2015 Coll., and disputes whose value does not exceed EUR 20. The motion for the initiation of ADR is submitted to the ADR body pursuant to provisions of Section 3 of the cited Act, the Slovak Trade Inspection being one such body, using a designated platform or form, a template of which is attached as Annex 1 to the cited Act. The ADR body may require the Consumer to pay a fee of up to EUR 5 including VAT for the initiation of ADR. If several bodies are competent for ADR, the Consumer has the right to file a motion with

any of them. In addition to the ADR body, the Buyer has the right to apply to a competent general court. The ADR platform is available on the following website: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=EN>

#### **XI. Privacy policy and sending of commercial notifications**

1. The provisions of this Article apply only to Buyers who are natural persons over 18 years of age, as the Seller does not intend to sell its goods to younger persons.
2. Information about the Buyer is stored in accordance with the applicable laws of the Slovak Republic, in particular Act No. 122/2013 Coll. on the Protection of Personal Data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). By checking the appropriate checkbox and submitting the order, the Buyer agrees to the processing and collection of his/her personal data to the extent of the data filled in the order, for the purposes of concluding the Contract, performing the Contract as well as fulfilling the obligations and exercising rights arising from any breach of the Contract, for the period necessary for this processing purpose, or for a longer period if the obligation to store and process personal data for a longer period is prescribed by law.
3. The provision of personal data by the Buyer to the Seller is voluntary. Without the provision of personal data within the scope of the mandatory data to be filled in the order, the Contract will not be concluded between the Seller and the Buyer.
4. By submitting an order, the Buyer confirms that the personal data provided are accurate and up-to-date and that he/she has been informed that this is a voluntary provision of personal data.
5. The Seller provides the Buyer with information on the processing of his/her personal data upon his/her request without undue delay.
6. The Buyer has the right to access his/her personal data, to rectify them, including other legal rights to these data, in particular the rights under the provisions of Section 28 of the Personal Data Protection Act, and Articles 15 to 18, 20 and 21 of the GDPR. A Buyer who discovers or believes that the Seller or the processor is processing his/her personal data in a manner that is contrary to the protection of the Buyer's private and personal life, or in violation of the law, may ask the Seller or the processor for an explanation, or demand that the Seller or the processor remedy such a situation; in particular, blocking, rectification, completion or destruction of personal data. If the Buyer's request is found to be justified, the Seller or the processor promptly remedies the unsatisfactory situation. If, as a result of the processing of personal data, the Buyer has suffered damage other than pecuniary damage, the making of his/her claim is governed by the Civil Code.
7. Personal data may be removed from the database at the Buyer's written request, except for personal data that the Seller may process by law without the Buyer's consent. The Buyer's personal data are fully secured against misuse. The Seller will not disclose the Buyer's personal data to any other person, except for courier companies, the person in charge of the Seller's accounting or managing the Seller's legal affairs.
8. If, when completing the order, the Buyer ticks the box that he/she wishes to be informed about commercial offers and **marketing promotions of the Seller**, then the provisions of this Article apply to the scope and conditions of processing of the Buyer's personal data with the proviso that the purpose of the processing of personal data is to inform the Buyer about business offers, news and marketing promotions of the Seller, for a period of 2 years.
9. If the Buyer expresses specific consent to the sending of commercial notifications when submitting an order, then the Buyer is deemed to agree to the sending of commercial information to the email address provided in the order. You may withdraw your consent at any time, free of charge, either by sending an email with this request to [info@bf-shop.eu](mailto:info@bf-shop.eu) or by clicking on the link that reads "**I do not wish to receive commercial notifications**" or similar wording, which is included at the end of each commercial notification of the Seller.

10. The Seller keeps a record of the processing of the Buyer's personal data in the filing system pursuant to Section 43(1) of the Personal Data Protection Act.

## **XII. Final provisions**

1. These Terms and Conditions are freely available on the [www.BF-shop.eu](http://www.BF-shop.eu) website, and the Buyer is allowed to archive and reproduce them, in particular by printing out the relevant page, downloading and saving the file in Portable Document Format (PDF) via the following link: <https://bf-shop.eu/content/3-terms-and-conditions-of-use>, or by saving the file containing these Terms and Conditions, which the Seller will send to the Buyer as an attachment to the email confirming the conclusion of the Contract.
2. The Seller reserves the right to amend these Terms and Conditions. The Seller will make the amended Terms and Conditions available at <https://bf-shop.eu/>. The version of the Terms and Conditions which is attached to the email containing the Contract is effective against the Buyer. This provision is without prejudice to rights and obligations arising during the period of effectiveness of the previous version of the Terms and Conditions.
3. In the event that any part of these Terms and Conditions becomes invalid or contrary to the legal order of the Slovak Republic, the other provisions remain unaffected by such an invalidity.
4. The Contract Withdrawal Form is attached to these Terms and Conditions.
5. These Terms and Conditions take effect on 1 June 2023.

**2U spol. s r.o. / BF-shop.eu**

**2U spol. s r.o.**  
Trnavská cesta 84  
821 02 Bratislava  
Slovak Republic

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## **CONTRACT WITHDRAWAL FORM**

(fill in this form and send it to the above address only if you want to withdraw from the contract)

I, the undersigned .....,  
permanently residing at .....,  
hereby give notice that I am withdrawing from the purchase contract concluded on the basis of order  
no. .... dated ....., to the extent of the following goods:

.....  
.....  
.....

I request a refund of the funds paid for the above goods.

In \_\_\_\_\_ this \_\_\_\_\_

Buyer's signature:

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If you are also sending the returned goods together with the Withdrawal Form, you may send everything to the address of 2U spol. s r.o.: Trnavská cesta 84, 821 02 Bratislava, Slovakia.