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GENERAL TERMS AND CONDITIONS OF ELAVIA s.r.o.

The company Elavia s.r.o., with its registered office at Levice, Muštová 22, Postal Code 934 01, Slovak Republic, ID No.: 54 341 612, registered in the Commercial Register of the District Court of Nitra, Section Sro, Insert No.56357/N (hereinafter also referred to as "**Elavia**"), operates an online shop through a catalogue of goods published on the social networks Instagram and Facebook (hereinafter also referred to as "**Social Networks**"), as well as on the Elavia website (hereinafter also referred to as "**E-shop**"), through which it offers and sells to customers selected goods from the current offer of Elavia.

Additional identification and contact information for Elavia is available at the following electronic links: https://instagram.com/elaviaoriginal?igshid=YmMyMTA2M2Y=; https://www.facebook.com/Elavia-original-104319272094569/.

1. General provisions

1.1 These General Terms and Conditions (hereinafter also referred to as "**GTC**") regulate the mutual rights and obligations of Elavia, on the one hand, and a natural person or legal entity, on the other hand (hereinafter also referred to as "**Customer**"), related to contractual relations arising from purchase contracts concluded between Elavia, as the Seller, and the Customer, as the Buyer, which were made (concluded) through the E-shop or Social Network (hereinafter also referred to as the "**Contract**"). The Customer may act in the capacity of an entrepreneur or a consumer.

1.2 Customer - entrepreneur means a legal entity or a natural person who acts within the scope of his/her business activity when concluding and performing the Contract with Elavia. It is assumed that if the Customer provides his/her Business Identification Number or Tax Identification Number in the Order, he/she is acting within the scope of his/her business activity as an entrepreneur (hereinafter also referred to as the "**Customer-Entrepreneur**").

1.3 A consumer customer is a natural person who, when concluding and performing the Contract with Elavia, is not acting within the scope of his/her trade or other business activity, employment or profession (hereinafter also referred to as the "**Consumer Customer**").

1.4 These GTC shall form an integral part of any Contract entered into between Elavia and the Customer via the E-Shop or Social Network. When making a purchase on the Website via the E-shop, the Customer, by ticking the box provided for this purpose, declares that he/she has read these GTC and their annexes in their entirety, to the extent applicable, and that he/she accepts them in their entirety. When selling via Elavia's Social Networks, the Customer, by placing an order, expressly agrees to these GTC and their annexes and declares, by means of an electronic mail message on the relevant social network, that he/she has read these GTC in their entirety, to the extent applicable, and expressly agrees to these GTC.

1.5 Elavia hereby expressly notifies Customers that any terms and conditions of the Customer - entrepreneur do not become the content of the contractual relationship between Elavia and the Customer, even if Elavia makes the delivery of the ordered goods without any reservations. The use of any terms and conditions of the Customer is thus excluded.

1.6 The subject of performance under the Contract is the supply of goods from Elavia's product catalogue presented in the online environment of the E-shop and/or on Elavia's Social Networks, in particular dog car seats and other products for animals and their owners (hereinafter also referred to as "**Goods**") bindingly negotiated and specified between Elavia and the Customer in the individual

Contract. The main features of the Goods are listed on the E-shop website and on the Social Networks for each individual Good separately.

1.7 Elavia hereby expressly informs Customers that the catalogue of the Goods presented in the E-shop and/or on Social Networks is for informational purposes only and in no way

Elavia's offer is not an offer to enter into a Contract. Elavia hereby reserves the right to correct errors and/or other omissions in its catalogues in the online environment of the Social Networks, the E-shop or on any of its websites.

2. Orders, conclusion of the Contract

2.1 Elavia once again informs Customers that the catalogue of the Goods presented on the E-shop and Social Networks is of an informative nature only and in no way constitutes an offer by Elavia to conclude a Contract.

2.2 When selling via Social Networks, the order proposal can be made via electronic mail, the so-called electronic message on the relevant Social Network, in which the Customer must provide all the necessary data for the delivery of the Goods.

2.3 Each Customer's order proposal made on the Social Networks must contain in particular the following data:

a) Name and surname / business name;
b) Date of birth / ID number;
c) Address of permanent residence / registered office;
d) Contact details mainly in the form of telephone number and e-mail;
e) Identification and further specification of the Goods ordered;
f) Number of pieces of the Goods ordered;
g) Method of delivery of the Goods;
h) Place of delivery of the Goods.

2.4 Elavia hereby expressly notifies the Customers that neither the sending of an order proposal within the meaning of Article 2.3 of these GTC, nor the confirmation of the sending of the order proposal, leads to the conclusion of the Contract between Elavia and the Customer.

2.5 Subsequent to the delivery of the draft order pursuant to Article 2.3 of these GTC, Elavia shall send the GTC and a binding order containing all the data referred to in Article 2.3 to the Customer upon verification of the availability of the Goods, including the calculation of the total price for the Goods, value added tax and specification of all costs associated with the delivery of the Goods, including value added tax. A binding order pursuant to the preceding sentence shall be deemed to be a binding proposal for the conclusion of the Contract, which the Customer accepts by confirming in writing the wording of the binding order together with an expression of acceptance of these GTC. The delivery of the Customer's written confirmation of the text of the binding order for the Goods to Elavia shall be deemed to be the moment of conclusion of the Contract for sales via Social Media.

2.6 On the Website, an order can be placed directly from the web interface of the E-shop after entering the mandatory data required by Elavia in the order form, whereby this order is considered a binding proposal for the conclusion of the Contract.

2.7 Each Customer's order placed via the E-shop must contain in particular the following data:

i) Name and surname / business name;
j) Date of birth / ID number;
k) Address of permanent residence / registered office;
l) Contact details mainly in the form of telephone number and e-mail;
m) Identification and further specification of the Goods ordered;
n) Number of pieces of the Goods ordered;
o) The total price for the Goods ordered including value added tax;

p) The total price of all costs associated with the supply of the Goods including value added tax;
q) Method of delivery of the Goods;
r) Place of delivery of the Goods.

2.8 Elavia hereby expressly notifies Customers that by placing an order via the E-shop, no Contract is concluded between Elavia and the Customer.

2.9 The submitted order cannot be subsequently unilaterally changed or cancelled by the Customer.

2.10 When selling via the E-shop, sending an order confirmation to the Customer after verifying the availability of the Goods shall be deemed to be acceptance of a binding proposal to conclude the Contract. The delivery of the order confirmation of the Goods by Elavia to the Customer shall be deemed to be the moment of conclusion of the Contract when selling through the E-shop.

2.11 The Customer is obliged to provide complete, accurate and truthful information when ordering Goods via the E-shop as well as when selling via Social Networks, and in the event of any changes to the information provided, the Customer is obliged to update such information before submitting the order so that it is always complete, accurate and truthful.

3. Prices, payment terms

3.1 When selling via the E-shop, the prices of the Goods are indicated for each individual Good. When selling via Social Media, the prices of the Goods are communicated to Customers via social media messages. The prices of the Goods are quoted in EUR (€) including value added tax.

3.2 The prices of the Goods quoted for the Goods do not include the cost of delivery of the Goods, freight, packing, postage, customs charges and other similar costs, the amount of which depends on the specific order, in particular on the method of delivery of the Goods, the total weight/volume of the Goods ordered, the conditions of the carrier, etc.

3.3 Upon completion of the selection of the Goods and prior to sending a written confirmation of the binding order when selling via Social Networks or prior to sending an order when selling via the E-shop, the Customer will be calculated and shown / notified of the total price of each individual Good, including value added tax and specification of all costs associated with the delivery of the Goods.
In the event that more than one item of Goods is ordered, the total aggregate price of all Goods ordered, including value added tax and all specified costs associated with the supply of the Goods, including value added tax, will also be quoted.

3.4 The total price of the Goods may be paid in any of the following ways:

a) By bank transfer to the following account: Beneficiary: Elavia s.r.o.
IBAN: SK29 0900 0000 0051 8666 5432
SWIFT: GIBASKBX, Bank: Slovenská sporiteľňa, a. s.
b) Via payment card (via Internet interface of the bank) at sales via the E-shop.

3.5 The Customer shall pay the total price of the Goods in full before Elavia dispatches the Goods to the Customer. Title to the Goods shall pass to the Customer upon payment in full of the purchase price of the Goods, including shipping charges and other

related fees. Elavia shall not be obliged to ship the Goods to the location specified by the Customer in the Order prior to full payment of the total price of the Goods.

4. Delivery conditions

4.1 The goods will be sent to the place of delivery specified by the Customer in the order, either by post or by a transport company (courier). The specific method of delivery of the Goods depends on the Goods ordered and its choice is offered to the Customer before the order is placed.

4.2 The delivery period for the Goods shall be 3 (three) to 14 (fourteen) working days. In addition, more detailed information about the different delivery methods and the delivery time of the Goods to Elavia will be communicated to the Customer via a message via Social Media before the conclusion of the Contract.

5. Liability for defects, guarantee for quality

5.1 The rights and obligations arising from defective performance and the rights arising from the statutory guarantee for quality in the case of Customers - consumers are governed by the relevant generally binding legislation, i.e. primarily the provisions of Act No. 40/1964 Coll., the Civil Code, as amended, and Act No. 250/2007 Coll., on Consumer Protection and on Amendments to the Act of the Slovak National Council No. 372/1990 Coll., on offences, as amended.

5.2 The rights and obligations arising from defective performance in the case of Customers - entrepreneurs are governed by the provisions of Act No. 513/1991 Coll., Commercial Code, as amended. Elavia shall provide a guarantee for the Goods delivered by it to the Customer - entrepreneur only if it has been agreed with the Customer in writing in advance, under the conditions and for the duration agreed upon. Details of the technical specification of the Goods or any other particulars on the Goods shall not be deemed to be a warranty for the Goods.

5.3 The rights of the Customer - consumer from the liability of Elavia for defects and warranty for quality, the conditions and method of claiming the Goods, including the data on where the claim can be made, are regulated in more detail in Elavia's Complaints Procedure, which forms **Annex 1** and an integral part of these GTC and the Contract.

6. Information for the Customer - Consumer about the right to withdraw from the Contract

6.1 The Customer - consumer has the right to withdraw from the Contract within 14 calendar days from the date of receipt of the Goods, as well as before the start of this period, without any penalty and without the need to provide a reason for withdrawal. The withdrawal period is maintained if the Customer-Consumer sends a notice of exercise of the right to withdraw from the Contract no later than on the last day of the 14-day withdrawal period.

6.2 The Customer - Consumer may send a written notice of withdrawal from the Contract to the e-mail address: info@elaviaoriginal.sk or to the postal address Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic or in any other way that ensures delivery of the notice to Elavia. In order to exercise the right to withdraw from the Contract, the Customer - consumer may also use the form included in these GTC as **Annex 2**.

6.3 If the ordered Goods have already been delivered, the Customer - consumer is obliged to return them undamaged and without any contamination, no later than 14 days from the date of withdrawal from the Contract back to Elavia at the address specified in Article 6.2 of these GTC. The time limit shall be deemed to have been observed if the Goods are sent back before the expiry of the 14-day period. In the event of withdrawal from the Contract, Elavia shall bear

the costs

to return the Goods to the Customer - consumer, even in the case of Goods that, due to their nature, cannot be returned by post.

6.4 If the Customer - consumer withdraws from the Contract within the period of fourteen days pursuant to Act No. 102/2014 Coll. z and delivers to Elavia Goods that are used and are damaged or incomplete or the value of the Goods in question is reduced as a result of such treatment of the Goods that is beyond the scope of the treatment necessary to establish the characteristics and functionality of the Goods, Elavia shall be entitled to compensation from the Customer - Consumer in the amount of the value of the repair of the Goods and the restoration of the Goods to their original condition, or Elavia shall have the right to demand from the Customer - Consumer reimbursement of the reduction in the value of the Goods.

6.5 Elavia shall return to the Customer-Consumer all payments received from him/her in connection with the Contract, i.e. including the purchase price and the cost of delivery of the Goods to the Customer-Consumer, without undue delay, at the latest within 14 days from the date of delivery of the notice of withdrawal from the Contract. Elavia shall not be obliged to reimburse the Customer-Consumer for additional costs, which shall be understood as the difference between the cost of delivery chosen by the Customer-Consumer and the cost of the cheapest normal delivery method offered by Elavia. Elavia shall not be obliged to reimburse the Customer-Consumer before the Goods have been delivered to the Customer-Consumer or until the Customer-Consumer proves that the Goods have been sent back to Elavia. Elavia shall refund all payments under this clause in the same manner as payment was made when the Goods were purchased, or in any other manner expressly agreed to by the Customer-Consumer, without charging any additional fees.

6.6 The customer - consumer is not entitled to withdraw from the Contract, the subject of which is the sale of
(a) Goods made to the Customer-Consumer's specific requirements, Goods made to measure or Goods designed specifically for a single Customer-Consumer, or
(b) Goods enclosed in protective packaging which are not suitable for return for health or hygiene reasons and whose protective packaging has been broken after delivery; or (c) Goods which, by their nature, may be inextricably mixed with other goods after delivery.

7. Intellectual property

7.1 Customer has no right, title or other interest in or to any trade names, trademarks, trade dress, copyrights, patents, domain names, product names, catalogues or any other intellectual property rights of Elavia and/or any third party.

7.2 All materials on Elavia's website and social media are the property of Elavia and Elavia's suppliers and licensors. Customer is not authorized to make copies of or use the intellectual property of Elavia, its suppliers or licensors without the express prior written consent of Elavia.

8. Privacy Policy

8.1 Elavia's information on the protection of the Customer's personal data forms **Annex 3** and an integral part of these GTC and the Contract.

9. Suggestions and complaints

9.1 In the event that the Customer believes that its rights related to the conclusion of the Contract have been violated by Elavia, or wishes to inform Elavia of other facts

regarding the purchase, may send any suggestions or complaints electronically to the email address info@elaviaoriginal.sk or in writing to Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic.

10. Alternative (out-of-court) dispute resolution

10.1 If Elavia responds to the Customer-Consumer's request for redress pursuant to Article 9.1 of these GTC in a negative manner or fails to respond to such request within 30 days from the date of its dispatch to Elavia, the Customer-Consumer has the right to file a motion for the initiation of an alternative dispute resolution pursuant to Act No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts. In such case, the Customer - consumer may submit the proposal to any alternative dispute resolution entity, which is the Slovak Trade Inspection, Bajkalská 21/A, Postcode 827 99, Bratislava 27 or a person registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (available at http://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie- spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov).

10.2 The customer-consumer can also use the European online dispute resolution platform, which is available at: https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=SK.

11. Final provisions

11.1 Elavia's contact details are: tel. no.: +421 909 102 624, e-mail: info@elaviaoriginal.sk. Further identification and contact details for Elavia are available at https://instagram.com/elaviaoriginal?igshid=YmMyMTA2M2Y= a https://www.facebook.com/Elavia-original-104319272094569/.

11.2 The legal relations between Elavia and the Customer under these GTC and the Contract, as well as any future disputes arising from these relations, shall be governed exclusively by Slovak procedural and substantive law, excluding the United Nations Convention on the International Sale of Goods (Vienna Convention).

11.3 These GTC are valid and effective from 06.06.2022. Elavia reserves the right to change these GTC. The Contract shall be governed by the GTC in force at the time of its conclusion. The effective version of these GTC is available at at social social networks of the company Elavia: https://instagram.com/elaviaoriginal?igshid=YmMyMTA2M2Y= a https://www.facebook.com/Elavia-original-104319272094569/.

ANNEX 1 OF THE GENERAL TERMS AND CONDITIONS
Elavia s.r.o.

Complaints Regulations for Customers - Consumers

1. General provisions

1.1 Hereby the company Elavia s.r.o., with its registered office at Levice, Muštová 22, Postal Code 934 01, Slovak Republic, ID No.: 54 341 612, registered in the Commercial Register of the District Court of Nitra, Section Sro, 56357/N (hereinafter also referred to as "**Elavia**") informs the customer who is a consumer and who does not act within the scope of his business activity, employment or profession (hereinafter also referred to as the " **Customer - Consumer**") when concluding and performing a contract with the Seller, about the conditions, place and method of exercising the rights of the Customer - Consumer from liability for defects of goods purchased through the sale via Social Networks and E-shop of Elavia (hereinafter also referred to as the "**Complaints Procedure**").

1.2 This Complaints Policy is **Appendix 1** and an integral part of Elavia's General Terms and Conditions of Online Sales.

1.3 This Complaints Procedure has been prepared in accordance with Act No. 40/1964 Coll., the Civil Code, as amended, Act No. 250/2007 Coll., on Consumer Protection and on Amendments to Act No. 372/1990 Coll. of the Slovak National Council on Offences, as amended, and Act No. 102/2014 Coll., as amended, on consumer protection in the sale of goods or provision of services under a distance contract or a contract concluded away from the seller's premises and on amendment and supplementation of certain acts, as amended.

2. Liability for defects, warranty

2.1 Elavia shall be liable to the Customer - Consumer for the fact that the Goods are of the agreed quality, quantity, measure and weight at the time of receipt, or as required by law, and that they comply with the binding technical standards. Elavia shall be liable for defects in the Goods sold upon receipt by the Customer - Consumer. The delivery of Goods other than those agreed in the Contract shall also be deemed to be a defect.

2.2 Elavia shall also be liable to the Customer - Consumer for warranty defects that occur after receipt of the Goods within the warranty period (hereinafter also referred to as "**Warranty**").

2.3 The warranty period starts from the receipt of the Goods by the Customer - consumer. The warranty period shall expire upon expiry of the period of use (expiry date) of the Goods, with the expiry date of the Goods being marked on the packaging of the Goods; in the event that the expiry date is not marked on the packaging of the Goods, the warranty period shall be 24 months. If the Goods are replaced, the warranty period will start again from the receipt of the new Goods.

2.4 The proof of purchase of the Goods shall serve as confirmation of the legal warranty of the Goods. At the express request of the Customer-Consumer, Elavia shall confirm in writing the provision of the statutory warranty to the Customer-Consumer in the form of a warranty certificate.

2.5 The rights of liability for defects in the Goods covered by the warranty shall be extinguished if they are not exercised within the warranty period.

3. Exclusions from liability for defects

3.1 Elavia shall not be liable for any defects arising after receipt of the Goods:

a) improper use, handling, application of the Goods, as well as improper storage or keeping of the Goods;
b) using the Goods in contravention of the documentation relating to the manner of use of the Goods or using the Goods in contravention of the instructions on the packaging or in the documents provided with the Goods;
c) normal wear and tear;
d) by changing the Goods (e.g. by mixing different shades of colours) by the Customer - consumer or third party;
e) tampering or damage to the Goods by the Customer - consumer, or by a third party, natural disaster, natural element or force majeure.

4. Rights under liability for defects

4.1 If it is a defect that can be remedied, the Customer - consumer has the right to:

a) free, timely and proper rectification of the defect. Elavia may always replace the defective Goods, or the defective part thereof, with a defect-free one instead of removing the defect, if this does not cause serious difficulties for the Customer - Consumer;
b) replacement of the Goods, or replacement of the defective part thereof, unless Elavia incurs disproportionate costs in relation to the price of the Goods or the severity of the defect;
c) replacement of the Goods or withdrawal from the Contract if the Customer - consumer cannot use the Goods properly due to the recurrence of the defect after repair or due to a greater number of defects.

4.2 If it is an irremediable defect, the Customer - consumer has the right to:

a) a reasonable discount on the price of the Goods;
b) replacement of the Goods or withdrawal from the Contract at the option of the Customer - Consumer, if it is an irremediable defect that prevents the Goods from being properly used as Goods without defect.

5. Exercise of liability for defects - claim

5.1 The customer - consumer is entitled to exercise the rights of liability for defects in goods against Elavia (hereinafter also referred to as "**Complaint**") in any of the following ways:

a) in writing to Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic
b) by sending an e-mail to the following e-mail address: info@elaviaoriginal.com.

5.2 The Customer - Consumer is obliged to submit to Elavia a copy of the proof of purchase of the Goods when making a Complaint. Within the framework of the Complaint, the Customer - Consumer is obliged to state in a clear and comprehensible manner:

a) name and surname of the Customer - consumer;
b) the postal address of the Customer - consumer;
c) in case of Complaints in the manner according to Article 5.1. b) of these Complaints Regulations, the e-mail address of the Customer - consumer;
d) description of defects in the Goods or parts thereof (the Customer - consumer may also attach photographic documentation of defects in the Goods);
e) The customer - consumer has chosen the right of defective performance within the meaning of Article 4 of this Complaints Procedure;
f) if the Customer - consumer chooses withdrawal from the Contract or a reasonable discount on the purchase price of the Goods as a right of defective performance, as well as a bank account number for the purpose of a possible refund of the purchase price, or part thereof.

5.3 Elavia shall without undue delay after the Customer-Consumer has exercised his/her rights from the defective performance, but no later than together with the proof of processing of the Complaint, issue the Customer-Consumer with a written confirmation (an e-mail message is also considered to be a written form) of when the Customer-Consumer exercised his/her rights from the defective performance, what is the content of the Complaint and what right from the defective performance was chosen by the Customer-Consumer. In the event that the Claim has been made by electronic means pursuant to Article 5.1. b) of these Claims Regulations, Elavia shall issue the Customer-Consumer with a confirmation of the Claim immediately.

5.4 The Customer - Consumer is obliged to hand over the claimed Goods to Elavia by delivering them to the address of Elavia: Elavia s.r.o., Muštová 22, Postal Code 934 01 Levice, Slovak Republic.

5.5 In the event that the Customer - Consumer does not provide all the information pursuant to Article 5.2 of these Complaints Regulations and/or does not return the claimed Goods pursuant to Article 5.4 of these Complaints Regulations, Elavia is not obliged to proceed to the assessment of the legitimacy of the Complaint. In such a case, Elavia shall invite the Customer-Consumer to complete the missing data and/or to hand over the Claimed Goods.

6. Complaint handling

6.1 On the basis of the right exercised by the Customer - consumer, Elavia shall determine, taking into account the nature of the defect, the method of handling the Complaint, immediately, in complex cases no later than 3 (three) working days from the date of application of the Complaint. In justified cases, in particular if a complex technical evaluation of the condition of the Goods is required, Elavia may determine the method of handling the Complaint no later than 30 days from the date of filing the Complaint. Elavia shall warn the Customer-Consumer of the inappropriateness of the Customer-Consumer's choice of law (in particular in the case where the Customer-Consumer requests a method relating to a remediable defect but Elavia determines that the defect is irremediable).

6.2 After determining the method of handling the Complaint, Elavia shall handle the Complaint immediately, in justified cases Elavia may handle the Complaint later, but no later than 30 days from the date of the Complaint by the Customer - Consumer. If the receipt of the subject of the Goods by Elavia occurs on a day later than the day of the Complaint, the time limits for the processing of the Complaint shall begin to run from the date of receipt of the Goods by Elavia; however, no later than from the moment when Elavia is allowed to take over the subject of the Complaint. In the event that Elavia fails to settle the Complaint within the time limit for settling the Complaint, the Customer - Consumer shall have the right, at his/her own choice, either to withdraw from the Contract or to exchange the purchased Goods for new Goods.

6.3 In the event that the Customer-Consumer makes a Complaint for the Goods within the first 12 months of purchase, Elavia may settle the Complaint by rejecting it only on the basis of a professional assessment provided by Elavia at its expense. Elavia shall provide the Customer-Consumer with a copy of the professional assessment justifying the rejection of the Complaint, no later than 14 days after the Complaint has been settled.

6.4 In the event that the Customer-Consumer submits a Claim for the Goods after 12 months from the date of purchase and Elavia rejects it, the Customer-Consumer may send the Goods to a person specified in the Claim Handling Document, which will be provided to the Customer-Consumer, for a professional assessment. If the Goods are sent to a designated person for expert assessment in accordance with the Consumer Protection Act, the costs of the expert assessment as well as all other related costs reasonably incurred shall be borne by Elavia regardless of the outcome of the expert assessment. If the professional assessment proves that Elavia is liable for the defect, the Customer-Consumer may reassert the Claim; the warranty period shall not expire while the professional assessment is being carried out. If the expert assessment proves Elavia's liability for the defects, Elavia shall reimburse the Customer-Consumer for all costs incurred for

the expert assessment, as well as for all related costs reasonably incurred by Elavia.

costs, no later than 14 days from the date of the reasserted Complaint. A reasserted Claim cannot be rejected by Elavia.

6.5 The settlement of a Complaint means the termination of the Complaint procedure by (a) delivery of the repaired Goods, (b) replacement of the Goods or the defective part thereof, (c) refund of the purchase price of the Goods, (d) payment of a reasonable discount on the price of the Goods, (e) a written invitation to accept performance, or (f) a reasoned rejection of the Complaint.

6.6 Elavia shall send a written confirmation of the settlement of the Complaint to the Customer-Consumer no later than 30 days from the date of the Complaint in the same manner as the Complaint was submitted by the Customer-Consumer (an e-mail message is also considered to be a written form).

7. Alternative dispute resolution

7.1 If the Customer-Consumer is not satisfied with the manner in which Elavia has handled his/her complaint, or the Customer-Consumer believes that any of his/her rights have been violated by Elavia, he/she may send a request for redress electronically to the following email address: info@elaviaoriginal.com or in writing to the address of Elavia: Elavia s.r.o., Muštová 22, Postal Code 934 01, Levice, Slovak Republic.

7.2 If Elavia responds to the Customer-Consumer's request for redress in a negative manner or fails to respond to such a request within 30 days from the date of its delivery to Elavia, the Customer-Consumer has the right to submit a proposal for the initiation of an alternative (out-of-court) dispute resolution, while more detailed information on alternative dispute resolution is available in the General Terms and Conditions of Business, which are available at at the following links: https://instagram.com/elaviaoriginal?igshid=YmMyMTA2M2Y=; https://www.facebook.com/Elavia-original-104319272094569/.

8. Final provisions

8.1 This Complaints Procedure is governed by Slovak law.

8.2 Elavia reserves the right to change this Complaints Procedure in compliance with the mandatory provisions of Slovak law. The rights and obligations related to the Complaint shall be governed by the Complaint Regulations in force at the time of conclusion of the Contract between Elavia and the Customer-consumer.

ANNEX 2 OF THE GENERAL TERMS AND CONDITIONS
Elavia s.r.o.

Notice of withdrawal from the Contract (fill in this form and send it back only if you want to withdraw from the Contract)
Addressee: Elavia s.r.o. with registered office at Levice, Muštová 22, Postcode 934 01, Slovak Republic, ID No.: 54 341 612, registered in the Commercial Register kept by the District Court of Nitra, section Sro, insert number: 56357/N address for electronic delivery: info@elaviaoriginal.sk tel. contact: +421 909 102 624
I/We hereby give notice* that I/We withdraw* from the Contract for these goods/the contract for the provision of this service* :
Date of ordering/date of receipt*:
Name and surname of the consumer(s)*:
Address of the consumer(s)*:
The bank account to which the refund is to be made: IBAN:_____
Signature of the consumer(s)* (only if this form is submitted in paper form):
Date:
* Strike out those that are not applicable

ANNEX 3 OF THE GENERAL TERMS AND CONDITIONS
Elavia s.r.o.

Information on the processing of personal data of Elavia s.r.o. customers

1. Personal data controller

The data controller is Elavia s.r.o., with its registered office at Levice, Muštová 22, Postal Code 934 01, Slovak Republic, ID No.: 54 341 612, registered in the Commercial Register of the District Court of Nitra, Section Sro, Insert No.: 56357/N (hereinafter also referred to as the "**Controller**").

The Operator can be contacted at its registered office, email address:
info@elaviaoriginal.com or telephone number: +421 909 102 624.

2. Purpose of the processing of personal data

The Controller processes personal data for the purpose of concluding and executing a purchase contract for the sale of the Controller's goods with the customer (hereinafter also referred to as the "**Contract**"), as well as for the purpose of fulfilling the Controller's legal obligations arising from generally binding legal regulations and for the purpose of protecting the Controller's legitimate interests.

3. Legal basis for the processing of personal data

The legal basis for the processing of personal data of the Controller's customers is (are):

3.1. the negotiation of the conclusion or performance of the Contract by the Controller within the meaning of Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter also referred to as the "**GDPR**");

3.2. the fulfilment of the legal obligations of the Controller within the meaning of Article 6(1)(c) of the GDPR; and

3.3. the legitimate interests of the Controller in the form of proving, exercising or defending the Controller's claims under the Contract within the meaning of Article 6(1)(f) of the GDPR.

4. Scope of processing of personal data

The Controller processes in particular the identification, contact and payment data of its customers, as well as personal data transmitted to the Controller by its customers.

The controller shall process personal data to an adequate and relevant extent, limited to what is necessary with regard to the purpose of the processing of personal data.

5. Recipients of personal data

The Data Controller will provide personal data to the competent state administration authorities and other recipients to whom the Data Controller is obliged to provide personal data on the basis of the

relevant legislation.

The Data Controller may also provide personal data of customers to the following categories of recipients of personal data: auditors or tax advisors, lawyers, the Data Controller's IT systems administrator, banks, service providers.

Other recipients may also be all processors of personal data (processors) with whom the Controller has concluded a contract for the processing of personal data.

6. Period of processing of personal data

Personal data will be processed only for the time necessary for the purpose of processing, while

6.1. personal data processed on the basis of the legal basis pursuant to Article 3.1 of this document will be processed until the termination of all obligations arising from the Contract. This is without prejudice to the possibility of the Data Controller to further process said personal data to the extent necessary for other purposes on the basis of the legal bases pursuant to Articles 3.2 and 3.3 of this document;

6.2. personal data processed on the basis of the legal basis pursuant to Article 3.2 of this document will be processed for the duration of the relevant legal obligation of the Controller;

6.3. personal data processed on the basis of the legal basis pursuant to Article 3.3 of this document will be processed for a maximum period of 10 years from the date of termination of all obligations arising from the Contract. In the event of the commencement and duration of legal, administrative or other proceedings concerning the rights and/or obligations of the Controller in relation to the relevant Customer, the period of processing of the Personal Data shall not expire before the conclusion of such proceedings**.**

7. Rights in relation to the processing of personal data

The Customer is entitled to exercise the rights set out below against the Controller in relation to the processing of his/her personal data.

7.1. Right of access to personal data

Upon request, the controller shall provide the customer with information on what personal data it processes about him or her and other related information (e.g. purpose of processing, categories of personal data, duration of processing, source of personal data). The customer also has the right to request a copy of the personal data processed. For further requested copies, the Controller may charge a reasonable fee corresponding to the administrative costs.

7.2. Right to rectification or completion of personal data

The Customer has the right to have the Operator correct incorrect (inaccurate) personal data without undue delay or to complete incomplete personal data concerning him/her.

7.3. Right to erasure of personal data

The personal data of the customer are deleted automatically by the Controller after the

Controller loses the authorisation to process them (typically at the expiry of the processing period for the last of the purposes for which the personal data are processed). If the customer nevertheless requests the Controller to delete his or her personal data, the request will be granted provided that

- the personal data are no longer necessary for the purposes for which they were collected or otherwise processed, or
- the processing of personal data is unlawful, or
- the customer objects to the processing of personal data and there are n o overriding legitimate grounds for processing his or her personal data, or
- the personal data must be erased in order to comply with a legal obligation under Union or Member State law.

7.4. Right to object to processing

If the customer does not wish the Controller to continue the processing of his personal data carried out on the basis of the protection of the Controller's legitimate interest, he is entitled to object to the processing of his personal data. In raising such an objection, the Controller shall always be obliged to assess whether the interest in the protection of the customer's personal data outweighs the legitimate interest of the Controller for which it processes the customer's personal data. If the Controller concludes that the customer's interest in the protection of his or her personal data prevails, the Controller shall cease to process the personal data for this purpose.

7.5. Right to restriction of processing of personal data

The right to restrict the processing of personal data is only available to the customer in the case of

- where the customer has objected to the processing of personal data which is carried out on the basis of the legitimate interest of the Controller, or
- a challenge to the accuracy of the personal data processed, or
- unlawful processing of personal data and simultaneous refusal by the customer to delete it, or
- where the Controller does not need the personal data for the purposes of the processing, but the customer nevertheless requires the personal data for the establishment, exercise or defence of its legal claims.

If the above conditions are met, the Controller will temporarily make the customer's personal data unavailable and will not process it for a certain period of time.

7.6. Right to portability of personal data

The Customer has the right to obtain the personal data concerning him/her which he/she has provided to the Controller in a structured, commonly used and machine-readable (electronic) format, and has the right to transfer this data to another personal data controller without being prevented by the Controller, or the Customer is entitled to request the transfer of personal data directly by the Controller to another personal data controller, as far as this is technically feasible.

7.7. Right to lodge a complaint

The customer has the right to address at any time a complaint or complaint regarding the processing of his/her personal data to the supervisory authority, which is the Office for Personal Data Protection of the Slovak Republic, based in Bratislava, Hraničná 12, post code 820 07, website https://dataprotection.gov.sk/uoou/.