

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

of the online store <https://www.biovoxel.tech/>

I. Identification of the Seller

1.1. These General Terms and Conditions (hereinafter also "GTC") govern the legal relationships between the company:

Business name: Biovoxel Technologies s.r.o.

Registered office: Kamenná 3, Bratislava – city district Devín 841 10, Slovak Republic

Registered in the Commercial Register of the District Court Bratislava III, Section Sro, Insert No. 167932/B

Company ID (IČO): 55302882

Tax ID (DIČ): 2121943538

VAT ID (IČ DPH): SK2121943538

Bank account: SK66 8330 0000 0024 0251 2462

The Seller is a payer of value-added tax (VAT).

(hereinafter also the "Seller" or "Merchant") and every person who is a Buyer of products offered by the Seller on the Seller's Website, acting as a consumer within the meaning of the provisions of these General Terms and Conditions and the relevant laws defining the consumer, in accordance with the applicable legislation of the Slovak Republic, in particular Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, and Act No. 40/1964 Coll. Civil Code, as amended.

1.2. The Seller's email and telephone contact details are:

Email: info@biovoxel.tech

Tel.: +421 904 408 895

1.3. The address for submitting complaints and withdrawals from contracts is:

Biovoxel Technologies s.r.o., Kamenná 3, 841 10 Bratislava, Slovak Republic

II. Definitions

2.1. For the purposes of these General Terms and Conditions, the Merchant, in accordance with Act No. 108/2024 Coll., as amended, provides and defines the following terms:

2.2. A distance contract is a contract between the merchant and the consumer agreed and concluded exclusively by means of one or more means of distance communication without the simultaneous physical presence of the merchant and the consumer, in particular through the use of an online interface, electronic mail, telephone, fax, addressed letter, or catalogue.

2.3. The Merchant (Seller) is a person who, in relation to a consumer contract, the obligations arising therefrom, or in the course of a business practice, acts within the scope of their business activity or profession, including through another person acting on their behalf or for their account.

2.4. A Consumer is a natural person who, in relation to a consumer contract, the obligations arising therefrom, or in the course of a business practice, does not act within the scope of their business activity or profession.

2.5. A Consumer contract is any contract, regardless of its legal form, concluded between a merchant and a consumer.

2.6. The term Online store is identical to the term E-commerce and Website.

2.7. A Buyer is any person (natural or legal) who has submitted an order, in particular using the Seller's Website or other means of distance communication.

2.8. A Durable medium is a means that enables the consumer or the merchant to store information addressed personally to them for a period corresponding to the purpose of the information, and in a manner allowing unchanged reproduction and future use, in particular a document, email, USB drive, CD, DVD, memory card, or computer hard drive.

2.9. A Product is, in particular, goods, a service, or digital content.

2.10. A Service is, in particular, any activity or performance offered or provided to the consumer.

2.11. Goods are any tangible movable items.

III. Basic Provisions

3.1. These General Terms and Conditions regulate the legal relationships between Buyers who are consumers and the Merchant.

3.2. Contractual relationships (as well as other legal relationships arising from contractual relationships) with Buyers who are not acting as consumers are governed by Act No. 513/1991 Coll. Commercial Code, as amended.

IV. Product Order – Conclusion of the Purchase Contract

4.1. The Buyer's submission of an order for products, made in particular through the Merchant's Website or other means of distance communication, shall be considered a proposal to conclude a purchase contract.

4.2. The purchase contract between the Buyer and the Merchant is concluded at the moment the Buyer receives confirmation of the acceptance of their order, which was created in accordance with Clause 4.1 of these GTC, from the Merchant (electronically to the Buyer's email address selected in the order process).

V. Duration of the Purchase Contract

5.1. The purchase contract is concluded for a definite period and terminates upon the fulfillment of all obligations of the Seller and the Buyer, in particular upon the delivery and payment of the products under the purchase contract. This provision shall not affect the Buyer's statutory rights regarding liability for defects in products on the part of the Merchant.

VI. Purchase Price – Information about the Purchase Price

6.1. The price of products ordered through the Seller's Website (hereinafter "purchase price") is indicated separately for each product and is valid at the moment the Buyer places the order.

6.2. The purchase price of products listed on the Seller's Website is the total price of the products including all taxes and is clearly displayed on the Website.

VII. Delivery of Products

7.1. The Seller is obliged to fulfill the order and deliver the products to the Buyer within a period not later than 120 days from the date of conclusion of the purchase contract under Clause 4.2 and following of these GTC and payment of the total order price to the Seller. If both conditions stated in Clause 7.1 of these GTC have been met (i.e., the purchase contract has been concluded and the total order price paid to the Seller), the Seller is obliged to deliver the products to the Buyer no later than 120 days from the fulfillment of both conditions.

The usual period for dispatching products by the Seller is 1 to 3 working days from the date of payment of the total order price to the Seller.

VIII. Transfer of Ownership

8.1. Ownership of the sold item and the risk of accidental destruction, accidental deterioration, or loss of the item pass to the Buyer at the moment of delivery.

IX. Payment Methods

9.1. For products purchased on the Seller's Website, payment can be made by the following methods:

9.1.1. Online payment via COMGATE payment gateway – price €0

9.1.2. Deposit or bank transfer to the Seller's account – price €0

X. Shipping – Methods of Delivery of Products and Shipping Costs

10.1. The purchase price of products does not include shipping costs or other costs associated with the delivery of products.

10.2. Methods of delivery and shipping costs for ordered products:

10.2.1. Methods of delivery:

10.2.1.1. Slovak Post

10.2.1.2. Courier service

10.2.1.3. Packeta or DPD pickup point

10.2.2. Shipping costs:

10.2.2.1. Courier delivery:

– Delivery to an address in Slovakia: €8

– Delivery to an address in the EU: €10

– Delivery to an address outside Slovakia and the EU: €30

10.2.2.3. Delivery via Packeta/ DPD pickup point – €6

XI. Buyer's Right to Withdraw from the Purchase Contract without Reason

11.1. The consumer has the right to withdraw from a distance contract or a contract concluded outside the business premises of the merchant without giving any reason within the period under Article XII Clauses 12.1 to 12.3 of these GTC, except for contracts where the subject matter is:

11.2. Provision of a service, if the service has been fully provided and the provision began before the expiry of the withdrawal period with the express consent of the consumer, and the consumer declared that they had been properly informed that by granting consent they lose the right to withdraw from the contract after full provision of the service, if the consumer is obliged to pay a price under the contract,

11.3. Delivery or provision of a product the price of which depends on fluctuations in the financial market that the merchant cannot influence and which may occur during the withdrawal period,

11.4. Delivery of goods made according to the consumer's specifications or goods made to measure,

- 11.5. Delivery of goods that are subject to rapid deterioration or spoilage,
- 11.6. Delivery of goods sealed in protective packaging which are not suitable for return for health protection or hygiene reasons, if the protective packaging was broken after delivery,
- 11.7. Delivery of goods which, by their nature, may be inseparably mixed with other goods after delivery,
- 11.8. Delivery of alcoholic beverages, the price of which was agreed at the time of the conclusion of the contract, where delivery can be made only after 30 days, and whose price depends on fluctuations in the market which the merchant cannot influence,
- 11.9. Urgent repairs or maintenance carried out at the consumer's request; this does not apply to a contract whose subject matter is the provision of a service other than repair or maintenance and to a contract whose subject matter is the delivery of goods other than spare parts necessary for carrying out repair or maintenance, if the contracts were concluded during the merchant's visit to the consumer and the consumer did not pre-order these goods or services,
- 11.10. Delivery of audio recordings, video recordings, audiovisual recordings, or software in protective packaging that was broken after delivery,
- 11.11. Delivery of periodicals, except for delivery under a subscription agreement,
- 11.12. Goods purchased at a public auction,
- 11.13. Provision of accommodation services for purposes other than housing, transport of goods, car rental, catering services, or services related to leisure activities, if the contract specifies a specific time or period for the provision of such services,
- 11.14. Delivery of digital content not supplied on a tangible medium, if the supply of digital content began and the consumer gave express consent to the commencement of supply before the expiry of the withdrawal period, declared that they had been properly informed that by granting consent they lose the right to withdraw from the contract upon commencement of supply of the digital content, and the merchant provided the consumer with confirmation under §17(12)(b) or §17(13)(b) of Act No. 108/2024 Coll. on Consumer Protection, as amended, if the consumer is obliged to pay a price under the contract.

XII. Exercise of the Right to Withdraw from a Distance Contract or a Contract Concluded Outside the Business Premises of the Merchant

12.1. The consumer may withdraw from a distance contract or a contract concluded outside the business premises of the merchant within:

a) 14 days from the date of

– receipt of the goods by the consumer pursuant to Clause 12.4,

- conclusion of the contract whose subject matter is the provision of services,
- conclusion of the contract for the supply of water not intended for sale in a limited volume or set quantity, or for the supply and collection of heat,
- conclusion of the contract for the supply of digital content not supplied on a tangible medium,

b) 30 days from the date of conclusion of the contract in the case of an unsolicited visit or in connection with such a visit or at a sales event or in connection with it.

12.2. If the merchant provided the consumer with specific information regarding the right to withdraw from the contract only subsequently, but not later than within 12 months from the commencement of the withdrawal period under Clause 12.1, the consumer may withdraw from a distance contract or a contract concluded outside the business premises of the merchant within:

a) 14 days from the day on which the merchant additionally fulfilled the information obligation, in the case of the period referred to in Clause 12.1(a), or

b) 30 days from the day on which the merchant additionally fulfilled the information obligation, in the case of the period referred to in Clause 12.1(b).

12.3. If the merchant has not provided the consumer with specific information regarding the right to withdraw from the contract under Clause 12.2, the consumer may withdraw from a distance contract or a contract concluded outside the business premises of the merchant within 12 months from the expiry of the period under Clause 12.1.

12.4. Goods shall be deemed received by the consumer at the moment when the consumer or a third party designated by the consumer, other than the carrier, takes over all parts of the ordered goods, or if:

a) goods ordered by the consumer in a single order are delivered separately, at the moment of receipt of the last delivered item,

b) goods consisting of several parts or pieces are delivered, at the moment of receipt of the last part or piece,

c) goods are delivered repeatedly during a specified period, at the moment of receipt of the first delivered goods.

12.5. The consumer may withdraw from a distance contract or a contract concluded outside the business premises of the merchant, the subject of which is the delivery of goods, even before the withdrawal period commences.

12.6. The consumer may exercise the right to withdraw from a distance contract or a contract concluded outside the business premises of the merchant in written form or by record on another durable medium, and if the contract was concluded orally, it is sufficient

for the consumer to make any unambiguous statement expressing their will to withdraw from the contract (hereinafter “notice of withdrawal from the contract”). The consumer may use the model withdrawal form.

12.7. The withdrawal period under Clauses 12.1 to 12.3 is deemed observed if the consumer sends the notice of withdrawal from the contract to the merchant no later than on the last day of the period.

12.8. The consumer may withdraw only in relation to a specific product or products, if the merchant supplied or provided several products under a distance contract or a contract concluded outside the business premises of the merchant.

12.9. The burden of proof concerning the exercise of the right of withdrawal from the contract rests with the consumer.

XIII. Rights and Obligations of the Consumer after Withdrawal

13.1. The consumer is obliged, within 14 days from the date of withdrawal from the contract under Clause 12.1, to send back the goods or hand them over to the merchant or a person authorized by the merchant to take delivery of the goods; this does not apply if the merchant offers to collect the goods in person or through a person authorized by the merchant. The period is deemed to have been observed if the goods are sent to the merchant no later than the last day of the period.

13.2. Upon withdrawal from a distance contract or a contract concluded outside the business premises of the merchant under Clause 12.1, the consumer bears only the cost of returning the goods to the merchant or a person authorized by the merchant to take delivery of the goods; this does not apply if the merchant agreed to bear the cost, or if the merchant failed to provide the consumer with specific information about the right of withdrawal.

13.3. The consumer is liable for any diminution in the value of the goods resulting from handling of the goods beyond what is necessary to ascertain the nature and characteristics of the goods; this does not apply if the merchant failed to provide the information under §15(1)(f) of Act No. 108/2024 Coll. on Consumer Protection, as amended.

13.4. If the consumer withdraws from a distance contract or a contract concluded outside the business premises of the merchant for the provision of services, supply of water not intended for sale in a limited volume or set quantity, or for the supply of heat, under §19(1) of Act No. 108/2024 Coll., the consumer is obliged to pay the merchant the price for the actual performance provided until the day of delivery of the notice of withdrawal. The price for actual performance shall be calculated proportionally on the basis of the total price agreed in the contract. If the total price agreed in the contract is excessive, the price for actual performance shall be calculated on the basis of the market value of the provided performance.

13.5. Apart from the obligations under Clauses 13.1, 13.3 to 13.5, and the obligation to pay additional costs under Clause 14.3, the consumer shall not incur any other obligations or costs in connection with exercising the right of withdrawal.

XIV. Rights and Obligations of the Merchant after Consumer Withdrawal

14.1. The merchant is obliged, within 14 days from receipt of the notice of withdrawal, to return to the consumer all payments received from the consumer under or in connection with the distance contract, the contract concluded outside the business premises of the merchant, or an ancillary contract, including the cost of delivery, postage, and other costs and fees.

14.2. The merchant is obliged to return payments to the consumer under Clause 14.1 in the scope corresponding to the withdrawal if the consumer did not withdraw from the entire contract. The merchant may not charge the consumer additional costs for delivery, postage, or other fees.

14.3. The merchant is not obliged to reimburse the consumer for additional costs if the consumer explicitly chose a different method of delivery than the cheapest standard method offered by the merchant. "Additional costs" means the difference between the chosen method of delivery and the cost of the cheapest standard method offered by the merchant.

14.4. In the case of withdrawal from a contract the subject of which is the delivery of goods, the merchant is not obliged to return payments to the consumer before the goods are returned to the merchant or the consumer proves that the goods have been sent back, unless the merchant offers to collect the goods personally or through a person authorized by the merchant.

14.5. The merchant is obliged to return the payments to the consumer under Clause 14.1 by the same method of payment used by the consumer, unless agreed otherwise, and the consumer shall not incur any additional costs in connection with such a refund.

14.6. The merchant is obliged to collect the goods at their own expense within the period under Clause 14.1 if, under a contract concluded outside the business premises of the merchant, the goods were delivered to the consumer at the time of conclusion of the contract and, due to the nature of the goods, it is not possible to return them by post.

14.7. Offsetting of claims between the merchant and the consumer arising from withdrawal under Clause 11.1 is prohibited.

14.8. The merchant may not request the consumer to pay costs for:

a) provision of services, delivery of water not intended for sale in a limited volume or set quantity, or delivery of heat during the withdrawal period under Clauses 12.1 to 12.3 regardless of the scope of performance, if:

- the merchant did not provide the consumer with information under §15(1)(f) or (h) of Act No. 108/2024 Coll., or
- the consumer did not give express consent under §17(10)(c) of Act No. 108/2024 Coll.,
- b) partial or full delivery of digital content not supplied on a tangible medium, if:
- the consumer did not give express consent under §17(10)(c) of Act No. 108/2024 Coll.,
- the consumer did not declare that they had been informed that by granting consent they lose the right of withdrawal, or
- the merchant did not provide confirmation under §17(12)(b) or §17(13)(b) of Act No. 108/2024 Coll.

XV. Supervisory Authority

15.1. The competent authority supervising compliance with consumer protection law is:

Slovak Trade Inspection (SOI)

Bratislava Inspectorate for the Bratislava Region

Bajkalská 21/A, P.O. BOX 5, 820 07 Bratislava

Department of Supervision

Tel.: +421 2 58 27 21 72, +421 2 58 27 21 04

Fax: +421 2 58 27 21 70

Email: ba@soi.sk

Email for complaints: podnety@soi.sk

XVI. Alternative Dispute Resolution

16.1. If the consumer is not satisfied with the way the Seller handled their complaint or believes that the Seller has violated their rights, the consumer has the right to contact the Seller with a request for redress. If the Seller rejects the consumer's request or fails to respond within 30 days of its submission, the consumer has the right to file a proposal for alternative dispute resolution in accordance with §12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended. The competent entity for ADR with the Seller is the Slovak Trade Inspection (contact: <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>) or another authorized legal entity registered in the list of ADR entities maintained by the Ministry of Economy of the Slovak Republic (available at <http://www.mhsr.sk/>).

The consumer has the right to choose the ADR entity to which they submit the proposal. The consumer may also use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> or directly at <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>. ADR may only be used by a Buyer acting as a consumer when concluding and fulfilling the contract. ADR concerns only disputes between the consumer and the Seller arising from or related to a consumer contract. An ADR entity may refuse a proposal if the value of the dispute does not exceed €20. An ADR entity may request the consumer to pay a fee of no more than €5 including VAT for the initiation of ADR.

Further information regarding ADR is available on the website of the Ministry of Economy of the Slovak Republic (www.mhsr.sk) and in Act No. 391/2015 Coll.

XVII. Supplementary Provisions

17.1. The Seller will not conclude a purchase contract or perform the sale, mediation, or delivery of alcoholic beverages, tobacco products, or other products prohibited from being sold to persons under 18 years of age. The Seller will verify compliance by checking the Buyer's age using an identity document (ID card or passport) upon delivery. If the Buyer is under 18 or refuses to provide proof of age, the Seller will not deliver the order and the contract will terminate.

17.2. The Seller will not conclude a purchase contract or perform the sale, mediation, or delivery of products for which a special permit, authorization, or equivalent legal requirement is needed under Slovak law.

XVIII. Information on Codes of Conduct

18.1. The Merchant informs consumers that there are no codes of conduct which the Seller has undertaken to comply with. A code of conduct means an agreement or set of rules defining the Seller's conduct in relation to one or more specific business practices or business sectors if not established by law.

XIX. Consumer Reviews of Products

19.1. The Merchant does not restrict reviews of products solely to persons who purchased the product from the Merchant.

XX. Final Provisions

20.1. The Seller reserves the right to amend these General Terms and Conditions. The obligation to publish amendments is fulfilled by posting them on the Seller's Website. The relationship between the Buyer and the Seller is governed by the GTC valid and effective at the time of conclusion of the purchase contract, until its termination.

20.2. These GTC form an inseparable part of the Complaints Procedure and the Privacy Policy published on the Seller's Website.

20.3. These GTC enter into validity and effect on 18.08.2025 by being published on the Seller's Website.

This online store is certified by <https://www.pravoeshopov.sk>