

GENERAL TERMS & CONDITIONS (T&C) ★ ©2015 Cártel Original ★ (Herves s.r.o.)
(this is only an information automatic translation, the original document is valid in slovak language!)

General provision

Purchase of goods through an online store www.carteloriginal.com can make physical and legal entities without limitations, provided to abide by these Terms and Conditions of Herves s.r.o, Rajec, Slovakia.

I.Contract/Order

1. Language orders / contracts and T&C is always in Slovak, English (automatic translation) and German language (automatic translation).

2. The subject of the order / contract, the goods and services specified in the context of customer orders and confirmed order from an online store. The errors and omissions are reserved especially as to the availability of a product or service.

3. The quality of ordered goods resulting from the product descriptions in the online shop. Images / photos on the website do not necessarily reflect the products always absolutely accurate. For technical reasons may be different in particular color. Photos / pictures serve as illustrative material. Technical data, weight data, maintenance, measurement and description of goods / services are identified as accurately as possible, but can not rule out the usual slight deviations. Characterising defined as such deviations they are not considered and can not be censured goods supplied by the manufacturer.

4. All products and services in the online store vendor are merely non-binding offer to be submitted by the customer to buy these products. Once the seller receives a customer order, send an order confirmation to the customer about the order is received, usually via e-mail (order confirmation)

5. The consumer will order the goods and services the seller through the trading system to www.carteloriginal.com electronic writing: e-mail (including the order via e-shop) This yielded executed order shall be considered binding and is in line with the Act. 108/2000 Z.z. as amended, and the rules understood as distance contracts.

6. For each order the consumer must indicate full name, mailing and billing address, telephone number, e-mail; natural or legal person and entrepreneur identification number, tax identification number, VAT number, name of goods, description of goods, quantity, date of issue of the order (order created via the e-shop to satisfy those conditions automatically). These data will be under the Law on Protection of Personal Information. 428/2002 Z.z. used only in the context of the business relationship between the seller and the consumer and will not be disclosed to third parties (other than the person who arranges the transport of goods).

7. Upon receipt of the order will be registered in the system vendor and then he also has the business relationship (contract) between the seller and the consumer. The seller sends the consumer (buyer) information on the registration of the order. From this date the order is binding on the consumer. All orders, customers check in the "Customer" / "My orders"

8. The consumer has the right to cancel an order free of charge and only in the first day (first) contacting the seller with the consumer, i.e., on the day the order is verified by the consumer. Order can be canceled only in writing (e-mail). Confirmation of resignation shall notify the seller to the consumer exclusively in writing also. Written form is required because of the demonstrable proof of cancellation to the seller, and stop handling orders.

II. Delivery time

1. If the goods are in stock, order process is delivering the goods within 5 working days of receipt of the order.

2. If goods are not in stock, the customer is contacted and informed of the date of delivery.

III. Price, terms of payment and shipping

1. Price is set price list vendor. Prices listed in the price list are subject to change without notice. Seller reserves the right to change prices in response to changes in prices of producers, importers etc .. valid price will always be notified when verifying the order.

2. The consumer makes payments via a credit card payment gateway made available through PayPal or wire transfer / deposit to the account of the seller. All prices are always stated strictly in Euros(€). For each contract, the seller reserves the right not to offer all of the above payment methods, or reference to another or other payment methods. Payments may be made only by credit card, PayPal or in advance on behalf of the seller if the customer resides outside Slovakia.

3. When ordering a product the consumer pays the price for the product + shipping service / delivery of goods or other charges, taxes and fees (shipped to countries outside the EU).

4. Method of transport / delivery of goods, the consumer selects himself through the order form in e-shop or at a different way of communicating. Method of transport / delivery and its price may vary according to each consumer's home country respectively. his shipping address.

5. The costs for the transport / delivery is always communicated to the consumer when completing a well in the verification order.

IV. Acceptance of goods

1. The consumer agrees to accept the goods at the agreed time at the address specified in the order.

2. When acceptance the product, the consumer is obliged to check the physical integrity and completeness of the shipment. Unless the shipment is visibly damaged and destroyed or visibly disagree quantity of goods, the consumer shall, without the lot immediately and contact the seller with the shipping companies written **Statement of the damage** on the item. Any later claims to the amount of physical violation and the product will not be accepted.

3. Consumer acquired the product to paying full prices and other monetary amounts agreed in the order / purchase contract remotely on behalf of the seller. By the time the transfer of ownership from the seller to the consumer that the product has in its possession, the consumer all the duties of the Custodian Affairs and the products and services required to safely keep their own expense and mark them so that they are at all times identifiable as a product seller.

4. Seller is entitled to demand the fulfillment of commitments, mainly paid for products and services, regardless of the ownership of the product and the service has not yet entered the consumer.

5. Risk of damage to the products pass to the consumer upon receipt of the consumer or his authorized representative.

V. Cancel the contract

1. The consumer is entitled to cancel the order free of charge and only in the first day (first) contacting the seller with the consumer, ie the day the order is verified by the consumer. Order can be canceled only in writing (e-mail).

2. The consumer is entitled, without giving any reason to cancel the contract within 14 working days of receipt of goods. Withdrawal must be made in writing, must contain all the elements that serve to identify the product, the consumer and the seller and must be within the aforementioned delivered with the product to the seat of the seller at the expense and responsibility of the consumer. The costs of returning the product shall be borne by the consumer.

The product must not be damaged, used, worn, must be in original packaging, include the original production and marking labels and with the product the consumer has to submit all documents relating to the product concerned (proof of purchase, etc.) That you receive when you buy it. The consumer agrees and acknowledges that the writing in this case means the instrument of withdrawal from the purchase contract signed by a consumer.

The product shall not be returned by cash on delivery. Thus sent the product is not accepted and returned back.

3. In keeping with the aforementioned obligations, the seller takes the goods back and within 15 days from the date of cancellation of the contract price paid for a product or a service or advance that the consumer pays for a product or service to the consumer previously agreed way back.

4. The buyer can't canceled from the contract concluded at a distance particularly in the following cases:

a) in the case of a contract, which includes the provision of a service, if the service has begun to address the consumer's agreement, before the deadline for canceled

b) if it is a contract which is to sell products or services whose price depends on fluctuations in the financial market that the seller can not influence

c) if it is a contract which is the sale of products made according to the specific requirements of the consumer or product intended specifically for a single consumer or products which, given its characteristics can not be returned

5. In case of acceptance from a consumer to cancel from the contract after a period of 14 working days, the seller is entitled to demand reimbursement of the costs incurred and

contractual penalty of 10% of the invoice (issued) a sum of money.

6. Seller reserves the right to cancel the order (withdrawal), or part of it if:

a) product is not produced or stopped producing

b) change the price of the product's vendor

c) issued price was flawed

VI. Warranty and Service

1. In general, if the warranty card is not stated otherwise, the warranty period for performing the agreement provided for a minimum of 24 months or capped by the expiry date of the product. The consumer is a person who, in concluding and performing the contract does not act within the scope of his trade or business. The claim can only be the product purchased and paid by the seller. The application claims the consumer is obliged to deliver (as far as nature allows the product - packaged product) claim product clean, mechanically undamaged, in their original packaging, including invoices or other proof of payment to the seller of the product. The application claims the consumer follows the instructions given in a possible warranty.

2. Authorized warranty expires if the error was caused by mechanical damage to the product, or failure to comply with the particular conditions set maintenance symbols placed on the product label. This warranty does not exempt defects caused by natural disasters and mishandling.

3. In the case of complaining it is recommended consumer electronic (complaint form accessible wishes to e-shop www.carteloriginal.com) notify the seller that the product is failing and how it is manifested. Based on this information, the consumer will recommend next steps in dealing with the complaint.

VII. Final provisions

1. The seller has the right according to the nature of these products to invite the consumer to the product and personal search personal collection product (applies mainly to more expensive product, or more demanding in terms of volume or weight). In these cases, the consumer will be contacted and agreed on with the next steps. Unless the consumer has already paid the purchase price, this amount will be transferred back, unless agreed otherwise.

2. Seller reserves the right to change prices. If the price changes the seller will contact the consumer. The consumer has the right at prices thus adjusted to cancel the order.

3. The consumer declares that before filling or communicating orders are acquainted with these general conditions and the complaint procedure, and that agrees with them.

Notwithstanding any other provisions of the contract, the seller is not liable to the consumer for lost profits, loss of opportunity or any other indirect or consequential losses due to negligence, breach of contract or damages incurred in any other way.

These terms and conditions have been formulated and provided in good faith to meet the legal conditions and adjustments to fair trade relations between the seller and the consumer. If the satisfaction of the competent authority of the Slovak Republic of certain provisions of these

terms as invalid or unenforceable, in whole or in part, the validity and enforceability of the other provisions and the remainder of the relevant provisions shall not be affected thereby.

Consumer rights in relation to the Seller resulting from the Consumer Protection Act no. 634/1992 Zb. as amended, and the regulations and the Act on Consumer Protection in Doorstep Selling and Distance Selling no. Z.z 108/2000, as amended, and regulations remain unaffected by these terms.

Legal terms and conditions are expressly regulated and disputes arising from the failure to meet those conditions are governed by the provisions of the Commercial and Civil Code. Place of jurisdiction for all disputes arising from the contractual relationship between the customer and the supplier must be in a country seller even if the customer is a trader, legal person of public law or public special fund. This provision applies even if the customer's domicile jurisdiction is not Slovakia and the EU, or if its domicile or habitual residence is not known at the time when the action is brought.

4. The seller and consumer agree to fully recognize the long distance communication - telephone, electronic communication, especially through electronic mail and Internet network as valid and binding on both parties.

5. With registration for www.carteloriginal.com, you give the seller the opportunity to e-mail send advertising and promotional materials. To unsubscribe from sending commercial e-mail the seller is required to write an email to info@carteloriginal.com

VIII. Privacy policy

Herves s.r.o company declares that all personal data are confidential and will not be disclosed or otherwise provided to third parties, other than the carrier, according to the given name and address. By agreeing to the Terms and Conditions of the company in the implementation of the order, you consent to the collection and archiving of your orders. The seller may request in writing that your personal data deleted from its database.

Order confirmation in title www.carteloriginal.com you how the person (client) consent to the processing of your personal data provided in the order confirmation by Act no. 122/2013 Zb. on the protection of personal data and on amendments to certain laws, and you acknowledge that you have read, understand you and you are qualified to make a decision on the provision of personal data by controllers shop www.carteloriginal.com personal data may be processed only by the law on protection of personal data and the limits in order to prevent a breach of fundamental rights and freedoms of data subjects (customers), in particular a violation of their right to human dignity or to other unjustified interference with their right to privacy. The operator is guaranteed to process personal data in accordance with morality and act in a way that does not contradict the law.

Purpose of processing personal data of data subjects (customers):

- issued tax document - the invoice and delivery note in the accounting system of the operator
- communication with that person (the customer) by phone or by e-mail in connection with order and delivery of goods, or in dealing with complaints
- personal data will not be provided to third parties, except for those that participate in the delivery of ordered goods (postal company, courier companies, etc.).

- management of user accounts that contain personal information that can affect the person (client) update or written request require the operator to update personal information, or the destruction of personal data if the purpose of processing is ended, there has been a violation of the law or if the business of operator direct marketing. The operator is obliged to comply with a request in writing to the person concerned within 30 days of receipt of the application

- recording and storage of personal data for purposes of possible claims

List of personal data: name, billing address, delivery address for goods, telephone number, email, or title of the person (the customer). The operator is obliged to protect the processed personal data from damage, destruction, loss, alteration, unauthorized access and disclosure, disclosure or publication as well as against any other unauthorized forms of processing. The operator is obliged to keep confidential the personal data they process. The operator shall collect personal data only for a specified or determined purpose and is not permitted to obtain personal data under the guise of another purpose of processing or other activities. The operator shall ensure that only the processed personal data in scope and content to the purpose of their processing and are necessary to achieve it

Provider (supplier) Identification

Herves s.r.o. Kostolná 51 015 01 Rajec, Slovakia, Europe.

Registered in the Commercial Register of District Court Žilina, Section Sro, Vložka č.66241/L

IČO: 50471317

DIČ: 2120336207

web: www.carteloriginal.com

email: sales@carteloriginal.com

Tel: +421 905 208 503

Bank FIO Bank

Account number: 2001048865

IBAN: SK828330000002001048865

SWIFT: FIOZSKBAXXX

The supervisory authority and supervision:

Slovenská obchodná inšpekcia Odbor technickej kontroly výrobkov a ochrany spotrebiteľa

Predmestská 71, P. O. Box B - 89

011 79 Žilina 1

IX. LAW ON PROTECTION OF PERSONAL DATA

Description of the conditions of the processing of personal data and the means by which processes and how they process personal data in information systems (IS)

www.carteloriginal.com title according to § 35 paragraph. 2 of Law no. 122/2013 Z.z. on the protection of personal data and on amendments to certain laws

This document contains information relating to the conditions of collection, processing and disclosure of personal data of data subjects relating to the customer of a shop IS www.carteloriginal.com and intermediaries.

1, IS-shop operator www.carteloriginal.com

The operator is a company Herves s.r.o, ID: 50471317, Tax ID: 2120336207 operates its business at Kostolná 51, 015 01 Rajec, Slovakia.

2, Intermediary

2.1. In relation to the processing of personal data by e shop operator may use other intermediaries or operators.

2.2. Unless the e-shop operator used for the production or processing of personal data to third parties as mediators (or provides in this regard personal data to other operators), it does so only on a written contract with an intermediary and only after careful assured that the intermediary meets all requirements in the field of technical , organizational and personnel security in relation to the processing of personal data.

3, Purpose of personal data processing

Structured set of personal data of data subjects thus provided by the person ordering the goods to reach customers in IS www.carteloriginal.com title are systematically processed in the IS accounting agenda according to specific criteria laid down in order to achieve the purpose of processing.

The purpose of processing personal data:

- Collection of personal data of data subjects (customers who via IS e-shop ordered goods) for the needs of the operator as follows:
 - for the purposes of issuing the invoice and delivery note (invoice) in CI Financial Agenda e-shop operator,
 - for the purpose of communication with that person, by telephone or by e-mail in connection with order and delivery of goods, or in dealing with complaints
 - for the purpose of providing personal data to a third party for the purpose of delivery of goods to customers.
 - and for the purposes of registration and storage of personal data in the IS e-shop www.carteloriginal.com title for quick and easy access to orders and personal data

Note.: The data subject may request in writing require the operator to update personal information, or the destruction of personal data if the purpose of processing is ended, there has been a violation of the law or if the business of direct marketing operator. The operator is obliged to comply with a request in writing to the person concerned within 30 days of receipt of the application.

Other purposes of personal data processing related to the above purpose processing can be added in the business conditions of the operator shop at www.carteloriginal.com

4, List of personal data or personal data range

List of personal data: name, billing address, delivery address for goods, telephone number, email, or title of the person (the customer). For legal persons it is increased by the Tax Identification Number, VAT.

5, The legal basis for processing personal data

§ 10 and § 6 ods.1 paragraph. 2 letter. c) to f) and i) of Act 122/2013 on the protection of personal data and on amendments to certain laws

Different legal basis, sales and warranty conditions:

§ 12 of the Consumer Protection in Doorstep Selling and Distance Selling (Act no. 108/2000 Z.z.)

Law no. 40/1964 Zb., Civil Code

Law no. 250/2007 Zb., On consumer protection

6, Disclosure of personal data

6.1. E-shop operator does not provide or disclose personal information to third parties except in cases where it is provided or made available to the operator contractually agreed or if necessary for the fulfillment of order between controllers and data subjects (customers).

6.2. The operator does not disclose the personal data of data subjects.

7, Other conditions of processing of personal data and the rights of data subjects

According to section 3, paragraph 4, letter e) of Act No. 122/2013 Z.z. on the protection of personal data and on amendments to certain legal conditions of personal data processing are means and manner of personal data processing and other requirements, criteria and guidelines related to the processing of personal data or performing acts that serve to achieve the purpose of processing either before the processing personal data or during their processing.

According to Section 3 paragraph 2 of Act No. 122/2013 Z.z. on the protection of personal data and on amendments to some acts This Act applies to personal data processed systematically fully or partially automated means or the processing otherwise than by automatic means of processing, which are part of the information system or are intended for processing in the information system.

7.1 Personal data of the persons concerned or customers are processed partly by automatic means of processing (processing time form, when generally the same personal data are processed by computer in the form of electronic records and also processed in the data carrier in the form of files, filing cabinets)

Personal data will be processed:

- i using manual and automated means of data processing,
- ii within IS e-shop www.carteloriginal.com
- iii disclosure and / or disclosure of personal data processing in the IS intermediary - the shipping company
- iv secured and protected in accordance with the relevant safety standards and regulations on personal data protection

7.2. Terms and purpose of personal data processing operator will publish in business conditions at www.carteloriginal.com

7.3. Conditions Privacy Operator worked in safety directives.

7.4. The rights of the data subject to the processing of personal data listed in § 28 of the Law on Personal Data Protection.

The person concerned is subject to the conditions specified in the Act on the protection of personal data, in particular the right to a written request from the controller:

- (i) require confirmation whether or not personal data processed by it,
- (ii) require a generally intelligible form information on the processing of personal data in information systems;
- (iii) require a generally intelligible form accurate information about the source from which it got its personal data processing,
- (iv) require a generally intelligible form list of the personal data that are subject to processing,
- (v) require repair or disposal of their incorrect, incomplete or outdated personal data which are subject to processing,

(vi) require the destruction of his personal data the purpose of the processing is finished; if the subject of official documents containing personal data may request a refund,

(vii) require the destruction of his personal data subject to processing in case of violation of the law,

(viii) require the blocking of personal data due to withdrawal of consent before the expiry date of its validity, if the controller processes personal data with the consent of the person concerned,

(ix) object to the processing, use or disclosure of personal data for direct marketing purposes.

7.5. The right to obtain personal data on behalf of the Operator shows beneficiaries of labor laws (eg. Law no. 311/2001 Z.z. Labour Code, as amended) or the contract entered into between the beneficiary and the provider. The person concerned may request disclosure of the identity of the authorized person who acquires personal data on behalf of the controller showing of an employee, or other document issued by the operator.

7.6. Documents registration and information system of registration will be made available upon request at the registered office of the Operator during working hours.

Zilina

Day: 01.09.2016