

GENERAL TERMS AND CONDITIONS

1. Definition of Terms

1.1 "Seller" means Topánky E-shop s.r.o., with its registered office at Grösslingová 4, 811 09 Bratislava, Slovakia, identification number 35 685 913, registered in the Commercial Register of the Bratislava I District Court, Insert No. 10594/B, Section Sro;

1.2 "Online Shop" means the online store located on the www.gonovesta.com website;

1.3 "Buyer" means a natural or legal person who placed an order to the Seller via the Online Shop;

1.4 "Consumer" means a natural person who, when concluding and performing a consumer contract, is not acting within the scope of their business, employment or profession;

1.5 "Contract" – purchase contract for the sale of goods in the online store concluded between the Seller and the Buyer. The Contract is concluded by confirming the order electronically (by e-mail) by the Seller to the Buyer.

2. Introductory Provisions

2.1 These General Terms and Conditions govern the terms and conditions of sale of NOVESTA brand products in the Online Shop and are an integral part of all contracts concluded between the Seller and the Buyer.

2.2 Each Buyer is obliged to familiarize themselves with these General Terms and Conditions before placing the order. By placing an order, the Buyer confirms its agreement to these General Terms and Conditions.

2.3 The Seller's contact details for the purposes of exercising rights, including filing a claim, lodging a claim or other incentive, are as follows:

The Seller: Topánky E-shop s. r. o.

Registered Office: Grösslingová 4, 811 09 Bratislava

RETURNING goods from EU countries: EXPANDECO - Topánky E-shop s.r.o, Fraňa Kráľa 16, 966 81 Žarnovica, Slovakia

RETURNING goods from Great Britain or Northern Ireland: Zuzana Valla EXPANDECO – NOVESTA, 63B Hardinge Road, TN24 8HB Ashford, Kent, United Kingdom

RETURNING goods from the United States or Canada: 8145 - 202 Street, Langley, BC, V2Y 2A9 Canada

Phone Number: +421 233 006 793

Email: eshop@novesta.sk

3. Order and Conclusion of the Contract

3.1 The Seller offers the goods listed in the Online Shop. The Buyer may order the offered goods via the Online Shop. The Seller is not obliged to conclude the Contract with the Buyer.

3.2 The Buyer orders the goods electronically – by clicking on the "To Cart" button and then duly

filling in the electronic order form, which is sent to the Seller. When ordering the goods, the Buyer is obliged to provide true and complete data.

3.3 The Consumer sends the Order by pressing the "Place an Order – Payment Obligation" button.

3.4 Immediately after placing the order, the Seller shall confirm receipt of the order to the Consumer.

3.5 Immediately before placing the Order, the Seller shall inform the Consumer explicitly, unambiguously and comprehensibly, in a manner appropriate to the means of distance communication used, about (i) the main characteristics of the goods or the nature of the service; (ii) the total price, including all taxes, costs as well as transport charges; (iii) the duration of the Contract in the case of a fixed-term contract; and (iv) the minimum duration of the Consumer's obligations.

3.6 When selling the goods, each offer is limited by the quantity of goods available to the Seller. After confirming the Order, the Seller shall be entitled to notify the Buyer that the goods are sold out; such notification shall be deemed a withdrawal from the Contract by the Seller.

4. Payment and Delivery Terms

4.1 The Buyer is obliged to pay the Seller the price specified in the Online Shop for specific goods. The price includes VAT as well as other taxes and fees, excluding transport costs. The final price, including shipping costs, will be shown to the Buyer in the order summary before placing the order and will also be indicated in the order receipt confirmation.

4.2 Any promotional discounts apply only to goods explicitly indicated in the Seller's promotional offer, and only until stocks of such goods are sold out.

4.3 The Buyer shall choose one of the following methods of payment of the price of the goods:

a) PayPal;

b) Online via credit card.

4.4 The Seller shall fulfill its obligation to deliver the goods to the Buyer by sending them through the Seller's selected carrier to the place of delivery specified in the Buyer's order.

4.5 The Seller shall deliver the ordered goods to the Buyer within a period subject to the availability of the goods and operational possibilities of the Seller, with the usual delivery period being within 30 (thirty) business days. The Buyer acknowledges that this period is only indicative and non-binding.

4.6 The Seller delivers the goods to the territories of the Member States of the European Union, the United States of America, the United Kingdom, Ireland, Switzerland, Norway and Canada.

4.7 The Buyer is obliged to take over the goods at the place specified in the Order. When taking over the goods, the Buyer is obliged to thoroughly check the goods and their packaging and confirm the receipt of the goods with their signature. If the Buyer finds that the packaging of the goods is mechanically damaged, he/she is obliged to notify the carrier and check the condition of the goods in their presence. In the event of damage to the goods upon their receipt, the Buyer is obliged to prepare a record of damage to the goods with the carrier.

5. Claims

5.1 The Consumer is obliged to apply the required method of handling the claim at the latest when submitting the Claims Form, a template of which is available on the Online Shop website in the Claims Procedure section.

5.2 Further information on the procedures for handling claims of goods, including information on the Buyer's claims, is regulated by the Seller's Claims Procedure available on the Online Shop website in the Claims Procedure section.

6. Right of Withdrawal from the Contract

6.1 The Consumer has the right to withdraw from the Contract within 14 days of receipt of the goods. The period of 14 days shall be calculated from:

- (i) Acceptance of all parts of the ordered goods by the Consumer or a third party designated by them, with the exception of the carrier;
- (ii) The acceptance of the goods which were last delivered where the goods are delivered separately.

6.2 The right of withdrawal from the Contract shall not apply to the following:

- (i) For goods made according to the specific requirements of the Consumer, custom-made goods or goods intended specifically for one Consumer;
- (ii) For the goods which, by their nature, may, after delivery, be indissolubly mixed with other goods;
- (iii) Goods or services, the price of which depends on the movement of prices on the financial market, which cannot be influenced by the Seller and which may occur during the withdrawal period.

6.3 The right of withdrawal from the Contract may be exercised by the Consumer with the Seller by means of a clearly formulated statement of withdrawal from the Contract at the address specified in Article 2.3. The Consumer can use the Contract withdrawal.

6.4 The period for withdrawal from the Contract shall be deemed maintained if the notice of withdrawal from the Contract was sent to the Seller no later than on the last day of the period.

6.5 If the Consumer exercises the right of withdrawal from the Contract, the Seller is obliged to return to the Consumer all payments received from them under or in connection with the Contract without undue delay, no later than 14 days from the date of receipt of the notice of withdrawal from the Contract. The Seller shall use the same method as used by the Consumer in their payment to repay the payments, unless the parties agree otherwise. If the Consumer withdraws from the Contract, they shall bear only the costs of returning the goods to the Seller or the person authorized by the Seller to take over the goods.

6.6 The Seller is not obliged to reimburse the Consumer before the goods are delivered to it or until the Consumer proves the sending of the goods back to the Seller.

6.7 The Consumer shall be liable only for a reduction in the value of the goods resulting from the handling of the goods which goes beyond what is necessary to determine the characteristics and

functionalities of the goods.

6.8 If the subject of the Distance Contract is the provision of services and the Consumer withdraws from the Contract, the Consumer shall be obliged to pay the Seller the price for the performance actually provided. The price for the performance actually provided shall be calculated pro rata on the basis of the total price agreed in the Contract.

7. Dispute Resolution

7.1 The Consumer has the right to:

- a) Contact the Seller for redress if he/she is not satisfied with the manner in which the Seller has dealt with their claim or if he/she believes that the Seller has violated their rights;
- b) Submit a proposal to initiate an alternative dispute resolution if the Seller has responded to the request pursuant to the previous paragraph in a negative manner or has not responded to it within 30 days from the date of its dispatch.

7.2 The supervisory authority and one of the entities of alternative dispute resolution is the Slovak Trade Inspectorate, Bajkalská 21/A, 827 99 Bratislava 27. The Consumer may submit a dispute resolution proposal using the online platform available at the following website: <http://ec.europa.eu/consumers/odr>.

8. Final Provisions

8.1 These General Terms and Conditions are governed by the law of the Slovak Republic.

8.2 These General Terms and Conditions shall take effect on: February 01, 2021.