

## General Terms and Conditions

of the e-shop [www.profilino.com](http://www.profilino.com)

### I. Introductory Provisions and Definitions

1. The General Terms and Conditions (hereinafter referred to as “GTC”) stipulate legal relationships of the company

Business name: Quantensprung s.r.o

Seat: Alžbetina 2, Košice - Staré Mesto 040 01, Slovak Republic

Registered in the Business register of the District Court Košice I, Section: Sro, Part no.: 45725/V

CIN: 36 671 967

TIN: 2022249419

UID: SK2022249416

Bank account number: SK42 1100 0000 0029 4908 5898

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

(hereinafter referred to as “**the Seller**”) and each other party, who shall purchase goods or services provided by the Seller in the Seller’s e-shop and who acts from the position of the customer pursuant to other provisions of the General terms and conditions hereto and relevant acts defining such customer pursuant to valid legislation of the Slovak Republic, particularly the acts, Act no. 102/2014 Coll. on the protection of Consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the Seller, Act no. 250/2007 Coll. on Consumer Protection as amended, Act no. 22/2004 Coll. on Electronic Commerce as amended, Act no. 40/1964 Coll. Civil Code as amended, Act no. 250/2007 Coll. on Consumer Protection as amended.

1.1. Seller’s Contact Information:

E-mail: [marketing@profilino.com](mailto:marketing@profilino.com)

Phone number: +421 911 383 071

1.1.1. Address for complaint forms and contract withdrawal forms:

Quantensprung s.r.o, Alžbetina 2; Košice

1.2. The General Terms and Conditions stipulate legal relationships between Buyers, who are defined as Consumers and the Seller.

2. The Buyer shall be each person (natural or legal), who sends an order via the electronic order form through the website of the Seller or through other means of remote-communication.

2.1. The Consumer is the Buyer, who is defined as natural person and who, during conclusion of the purchase contract through the Seller's e-shop does not act within the scope of their business activities.

2.2. Contractual relationships (as well as other legal relationships that may result from the contractual relationship) between the Seller and the Buyer, who is defined as a legal person or natural person-business, who acts within the scope of their business activities (person, who is excluded from the definition of the Consumer) shall act in accordance with the Act No. 513/1991 Coll. Business Code as amended.

2.3. For the purposes of this General terms and conditions, the contract concluded remotely shall be defined as a contract between the Seller and a Consumer agreed on and concluded solely through one or more means of remote communication without additional physical presence of the Seller and the Consumer, particularly through the website or other means of remote-communication.

3. Products are defined as goods or services for sale and published on the Seller's e-shop.

4. The Seller is a controller of the electronic system through which the e-shop is running on the domain named [www.profilino.com](http://www.profilino.com) (hereinafter referred to as "e-shop").

5. The supervisory authority over the legality of the Consumer protection is:  
e-mail: [pr@soi.sk](mailto:pr@soi.sk)

Inspectorate of the Slovak Trade Inspection  
Seated in Košice for Košice region  
Vrátna 3, P. O. BOX A-35, 040 65 Košice 1  
Department of Supervision  
tel. 055/729 07 05, 055/622 76 55  
fax 055/622 46 95  
e-mail: [ke@soi.sk](mailto:ke@soi.sk)

web link for submissions: <https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

6. The Buyer may also address complaints or suggestions directly to the Seller to their address. At the same time, the Seller recommends that the Buyer address complaints and suggestions (due to the accelerated submissions) to the Seller to the Seller's e-mail address: [eva.neupauerova@alganic.eu](mailto:eva.neupauerova@alganic.eu)

Any complaint or suggestion will be assessed and processed by the Seller within 10 working days of its receipt. The Seller informs the Buyer about the complaint/suggestion resolution in the same form as the Buyer chose for the communication with the Seller.

7. Pursuant to Art. 3, section 1, let. n) of the Act No. 102/2014 Coll., the Seller informs the Consumer that there are no special relevant codes of conducts, which would Seller undertake to adhere to.

## **II. Purchase Order – Conclusion of Purchase Contract**

1. The proposal for the conclusion of a purchase contract by the Buyer is the sending of a purchase order for products by the Buyer made via an electronic order form, the use of the Seller's website, or other means of remote communication.

2. The purchase contract between the Buyer and the Seller is concluded by the Seller's acceptance of the Buyer's purchase order, which the Buyer submitted in accordance with Art. II., par. 1 of these GTC, whereas the Seller confirms and accepts the purchase order of the Buyer (electronically to the Buyer's email address chosen by the Buyer).

*Note to par. 1. and par. 2. – In these cases, the contract is concluded by the customer choosing the goods, which they then order, whereas the customer's purchase order is considered to be the draft contract itself. By sending a confirmation e-mail to the customer, the Seller and the Buyer conclude the contract.*

3. The purchase contract is concluded for a definite time period and shall be terminated by fulfillment of all obligations of the Seller and the Buyer.

4. The Seller hereby informs the Buyer that in the case of ordering any products by the Buyer, the purchase order is linked with the obligation of payment from the Buyer, in the form of payment chosen by the Buyer.

## **III. Purchase Price and Payment Terms**

1. The price of goods and services ordered through the e-shop (hereinafter referred to as the "**purchase price**") is listed separately for each product and is valid at the time of creation of the order by the Buyer.

2. The base currency is EUR.

3. The purchase price of goods or services listed in the Seller's e-shop is the total price of goods or services, including all taxes, and is clearly stated in the Seller's e-shop. The purchase price of goods

or services does not include transport costs or other costs related to the delivery of products. The Seller is not a VAT payer / value added tax /.

4. Shipping methods and information on shipping methods are listed in Art. VII, par. 2 et seq. of these GTC.

5. Payment methods and information on payment methods are listed in Art. IV, par. 1 et seq. of these GTC.

#### **IV. Payment Method**

1. Payment for the goods and services provided by the Seller's e-shop may be done by:

1.1. bank debit card through the payment gateway – fee 0 EUR

1.2. deposit or transfer to the Seller's bank account – fee 0 EUR

1.3. through PayPal - fee 0 EUR

#### **V. Shipping**

1. The Seller is obliged to fulfil an order and deliver the goods or services within the period of up to 60 days since the conclusion of the purchase contract in accordance with the Art. II, par. 2 and seq. of these GTC, to the Buyer. A usual period of delivering the goods or services is between 5 to 14 days since the conclusion of the purchase contract in accordance with the Art. II, par. 2 and seq. of these GTC.

1.2. The Seller is obliged to deliver the products to the Buyer in the ordered quantity and quality with the tax documents relating to the purchase order and other documents if existing and are standard for the ordered products, or services.

2. The place of delivery of the ordered products is the address specified by the Buyer in the purchase order.

3. The Seller will deliver the product at its own expense to the Buyer (or to the person authorized in writing by the Buyer to take over the product), or through third parties (transport and shipping companies).

4. Delivery of the products is considered completed by take-over by the Buyer (or by a person authorized in writing to take over the product).

5. The Seller may send goods that are immediately available to the Buyer and deliver the remaining part of the purchase order additionally within the period that is in accordance with the delivery period under these GTC, but only provided that the Buyer will not be charged any additional costs, and only with the Buyer's consent.

## **VI. Delivery**

1. The risk of damage to the product and liability for damage to the product passes to the Buyer only after its proper acceptance, regardless of whether the Buyer takes over the product in person or through an authorized third party.

2. Ownership rights to the products pass from the Seller to the Buyer at the moment of delivery and proper acceptance of the goods or services by the Buyer.

2.1. The Buyer has, among others, the right not to take over the delivered products from the carrier, especially if the delivered product is of a different type or in following cases /the list is only demonstrative, and does not affect other rights of the Buyer not to take over the delivered product/:

a) delivery of a product that is in conflict with the concluded purchase contract (different or damaged product),

b) delivery of a product in damaged packaging or,

c) delivery of a product without relevant documents.

2.2. If a product is delivered to the Buyer according to let. a) par. 2.1 of this article, the Buyer has, among others, the right to have the ordered product delivered free of charge and without undue delay in accordance with the agreed conditions in the purchase contract, either by exchanging the product or repairing it. If such a procedure is not possible, the Buyer has the right to request a discount on the purchase price or to withdraw from the purchase contract.

3. The Seller has the right to a proper and timely payment of the purchase price of the delivered goods as per the purchase order from the Buyer.

## **VII. Shipping – Shipping Method and Shipping Price**

1. Shipping costs are not included in the purchase price of the products listed on the Seller's website. Shipping methods are listed in Art. VII section 2.1. et seq. of these GTC, whereas the prices for the said shipping methods are specified in Art. VII section 2.2. et seq. of these GTC.

2. Shipping methods and shipping price for the ordered products:

**2.1. Shipping Method:**

2.1.1. Courier service

**2.2. Shipping Price:**

2.2.1. Price for shipping by courier service - fee 3 EUR

**VIII. Buyer's Withdrawal from the Purchase Contract without Giving a Reason**

1. The Consumer has the right to withdraw from the purchase contract within 14 calendar days since the take-over of the goods if the Seller fulfills their information obligation properly and on time in accordance with the Art. 3, section 1, let. h) of the Act No. 102/2014 Coll. as amended. If the Seller fulfills their information obligation properly and on time on withdrawal from the contract in accordance with the Art. 3, section 1, let. h) of the Act No. 102/2014 Coll. as amended, the Consumer has the right to withdraw from the remote contract or contract executed outside the business premises of the Seller without stating any reason to do so within 14 calendar days since the day of:

a) take-over of the goods in accordance with the Article VIII, par. 1a. of these GTC in case the purchase contract concerns purchase of goods,

b) conclusion of the contract on provision of a service, or

c) conclusion of the contract on provision of electronic content, which is not provided on an electronic carrier.

1a. The goods are considered to have been taken-over by the Consumer at the moment when the Consumer or a third party designated by the Consumer, with the exception of a courier, takes-over all parts of the ordered goods, or if

a) the goods ordered by the Consumer in one order are delivered separately, at the moment of taking over the last part of the goods,

b) in case of delivery of goods consisting of several parts or pieces, at the moment of taking over the last part or the last piece,

c) in case of delivery of goods on a regular basis during a specified period of time, at the time of taking over the first goods delivered.

1.1. If the Seller provides the Consumer with the information in accordance with the Art. 3, section 1, let. h) of the Act No. 102/2014 Coll. as amended only after the fact, however no later than within 12 months since the commencement of expiration of the period for the withdrawal from the contract in accordance with the Art. VIII, par. 1 of these GTC, the contract withdrawal period shall expire after 14 days since the day the Seller additionally fulfilled their obligation to inform the Buyer.

1.2. Should the Seller fail to provide the Consumer with the information in accordance with the Art. 3, section 1, let. h) of the Act No. 102/2014 Coll. as amended even within the additional time period in accordance with the Art. VIII, par. 1.1 of these GTC, the contract withdrawal period shall expire 12 months and 14 days since the commencement of expiration of the period for the withdrawal from the contract in accordance with the Art. VIII, par. 1 of these GTC

1.3. The Consumer may withdraw from the contract, the subject of which is the delivery of goods, even before the expiry of the period for withdrawal from the contract.

2. The Consumer is obliged to send the goods back or hand them over to the Seller or a person authorized by the Seller to take over the goods no later than 14 days from the date of withdrawal from the contract. This does not apply if the Seller proposes to pick up the goods in person or through a person authorized by them. The time limit referred to in the first sentence shall be deemed to have been observed if the goods were handed over for transport not later than the last day of the time period. (Article 10 section 1 of Act No. 102/2014 Coll.).

3. If the Consumer wants to exercise this right, they are obliged to notify the Seller of the withdrawal from the purchase contract no later than on the last day of the specified period. The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the Seller no later than on the last day of the period to the following address:

**Quantensprung s.r.o., Alžbetina 2; 04041 Košice**

The Consumer may exercise this right in any office of the Seller.

4. Withdrawal from the purchase contract can be applied in paper form or in the form of a record on any other durable medium. The application for withdrawal from the contract can also be done through the contract withdrawal form, which is available on the Seller's website. The Consumer is also entitled to withdraw from the contract orally, in particular by a clearly formulated statement of the Consumer expressing their willingness to withdraw from the contract. We recommend the Consumer to include following information when withdrawing from the contract: the order number, date of purchase, type of goods, name and surname, address and, if applicable, the bank

account number to which all payments provided to the Seller under the withdrawing contract shall be refunded if the Consumer wishes so. Otherwise, the Seller will return the payment for the goods to the Consumer in the same way as the Consumer used for their payment.

5. By withdrawing from the contract, the contracting parties are obliged to return any fulfilment provided to each other. The Consumer is only liable for the reduction in the value of the goods which has arisen as a result of such treatment of the goods as is beyond the scope of the handling necessary to ascertain the characteristics and functionality of the goods. The Consumer is not responsible for the reduction of the value of the goods if the Seller has not fulfilled the information obligation about the Consumer's right to withdraw from the contract according to Art. 3, section 1, let. h) of the Act No. 102/2014 Coll.

6. The Consumer may withdraw from the contract without stating any reason by filling in a contract withdrawal form. The form is publicly accessible on the Seller's website.

7. Should the Consumer withdraw from the contract in accordance with Act No. 102/2014 Coll., they shall bear the costs of returning the goods to the Seller pursuant to Art. 10, section 3 of Act no. 102/2014 Coll., and should they withdraw from the contract concluded remotely, they shall also bear the cost of returning goods, which cannot be returned by post due to their nature. This does not apply if the Seller has agreed to bear the shipping costs themselves or if they have not fulfilled the obligation according to Article 3 section 1 let. i). of the Act No. 102/2014 Coll.

8. The Seller is obliged to return all payments to the Consumer that they have received from them on the basis of the purchase contract or in relation with the purchase contract without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the purchase contract, including transport, shipping and postage and other costs and fees; this does not affect the provision of Art. 8 section 5 of the Act No. 102/2014 Coll. on the protection of Consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the Seller and on Amendments to Certain Acts.

9. Pursuant to Art. 9, section 3 of the Act No. 102/2014 Coll., the Seller is not obliged to pay for any additional costs to the Consumer if the Consumer expressly chosen other than the cheapest common shipping method offered by the Seller. Additional costs shall be defined as the difference between the shipping costs chosen by the Consumer and the costs of the cheapest common shipping method offered by the Seller.

10. The Consumer is entitled to reject to return the goods acquired on the basis of the purchase contract concluded during sale event or in relation to such event until the time the Seller returns the paid purchase price or advance payment for the goods or service to the Consumer.

11. In the event of contract withdrawal, the shipments sent as a cash on delivery will not be accepted by us. We recommend Buyers to send such shipments by registered mail or in a similar form without stating the amount of cash on delivery.

12. Upon withdrawal from the contract, the Consumer bears only the costs of returning the goods to the Seller or the person authorized by the Seller to take over the goods. This does not apply if the Seller has agreed to bear such costs themselves, or if they have not fulfilled the obligation under Article 3 section 1 let. i). of the Act No. 102/2014 Coll. on the protection of Consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the Seller and on amendments to certain acts.

13. Apart from the obligations stipulated by the par. 1, 3 through 5 and Article 9, section 3 of the Act No. 102/2014 Coll., exertion of the Consumer's right to withdraw from the purchase contract shall not give rise to additional costs or other obligations for the Consumer.

14. The right to withdrawal from the contract does not apply to goods and services, which are defined in Art. 7 par. 6 letter a) to l) of the Act no. 102/2014. Coll.

**Specifically:**

a) the provision of a service, where such service is provided with the Consumer's express consent and the Consumer has stated that they have been duly informed that, by giving their consent, they shall lose the right to withdraw from the contract after full provision of the service, and if the service has been provided in full,

b) the sale of goods or the provision of services, the price of which depends on price fluctuation on the financial market, which the Seller has no impact upon and which may occur during the period for withdrawal from the contract,

c) the sale of goods made to the specific requirements of the Consumer, custom-made goods or goods intended specifically for one Consumer,

d) sale of goods subject to rapid deterioration or deterioration,

e) the sale of goods enclosed in protective packaging which cannot be returned for reasons of health protection or hygienic reasons and whose protective packaging has been broken after delivery,

f) sale of goods which, due to their nature, may be inseparably mixed with other goods after delivery,

g) the sale of alcoholic beverages, the price of which was agreed at the time of concluding the purchase contract, whereas their delivery can be made after 30 days at the earliest and their price depends on market price fluctuation, which the Seller has no impact upon,

h) performing urgent repairs or maintenance, which the Consumer has explicitly requested from the Seller; this does not apply to service contracts and contracts for the sale of goods other than spare parts needed to carry out repairs or maintenance, if they were concluded during the Seller's visit to the Consumer and the Consumer has not ordered these services or goods in advance,

i) the sale of sound recordings, video recordings, audiovisual recordings or computer software sold in protective packaging, if the Consumer has unpacked such packaging,

j) the sale of periodicals, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging,

k) provision of accommodation services for purposes other than housing, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and according to which the Seller undertakes to provide these services at the agreed time or within the agreed time,

(l) the provision of electronic content other than on a tangible medium, where such provision has begun with the express consent of the Consumer and the Consumer has stated that he has been duly informed that, by expressing such consent, they shall lose the right to withdrawal.

15. In the event of withdrawal from the contract, the Seller is obliged to return the payment to the Consumer in the same form as received from the Consumer. To change the form of returning a payment to the Consumer is possible only with the Consumer's consent.

16. Upon withdrawal from the contract, the subject of which is the sale of goods, the Seller is not obliged to return the payments to the Consumer pursuant to Art. 9 section 1 of Act no. 102/2014. Coll., before the goods are delivered to them or until the Consumer proves the return of the goods to the Seller, unless the Seller proposes to pick up the goods in person or through an authorized person.

17. If the Consumer withdraws from the service contract, however, they have given their explicit consent pursuant to Art. 4 section 6 of the Act no. 102/2014. Coll., as amended, prior to the start of the provision of services, the Consumer is obliged to pay the Seller only the price for the performance of the services actually provided to the date of delivery of the notice of contract withdrawal. The price for the actually provided services shall be calculated in proportion to the

total price agreed in the contract. If the total price agreed in the contract is artificially inflated, the price for the actually provided services shall be calculated on the basis of the market price of the actually provided services.

## **IX. Alternative Dispute Resolution**

1. In the event that the Consumer is not satisfied with the way in which the Seller handled their complaint or believes that the Seller has violated their rights, the customer has the right to turn to the Seller to seek redress. If the Seller responds to the customer's request and rejects it according to the previous sentence or if the Seller does not respond to such a request within 30 days from the date of its sending, the customer has the right to file a motion to initiate alternative dispute resolution under the Art. 12 of Act No. 391/2015 Coll. on Alternative Consumer Disputes Resolution and on Amendments to Certain Laws. The relevant entity for alternative resolution of Consumer disputes with the Seller is the Slovak Trade Inspection Authority (contact can be found [HERE](#)) or another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>, or directly [HERE](#); the customer has the right to choose which of the listed subjects of alternative dispute resolution to turn to. The customer can use the online dispute resolution platform, which is available on the website <http://ec.europa.eu/Consumers/odr/>, or directly [HERE](#). All other information regarding the alternative resolution of disputes between the Seller and the Buyer - Consumer arising from the Purchase Contract as a Consumer contract or related to the Purchase Contract as a Consumer contract can be found on the Internet website of the Ministry of Economy of the Slovak Republic [www.mhsr.sk](http://www.mhsr.sk) and Act No. 391/2015 Coll. on Alternative Consumer Disputes Resolution and on Amendments to Certain Laws.

## **X. Final Provisions**

1. The Seller reserves the right to amend the General Terms and Conditions. The obligation to notify the changes of the General Terms and Conditions in writing is fulfilled by its publication on the Seller's e-shop. In the event of a change in the General Terms and Conditions, the relationship between the Buyer and the Seller shall be governed by the General Terms and Conditions valid and effective at the conclusion of the purchase contract, up to the moment of its termination.

2. Under these GTC, the contractual relationships (as well as other legal relationships that might arise from the contract relationship) with the natural persons, who do not act within the scope of their business activities under conclusion of the purchase contract (Consumers) shall be governed, apart from these GTC, by the general provisions of the Act no. 40/1964 Coll. Civil Code as amended and particular provisions, specifically the Act no. 102/2014 Coll. on the protection of Consumers in sale of goods or provision of services under remote contracts or contracts executed

outside the business premises of the Seller, and the Act no. 250/2007 Coll. on Consumer Protection as amended.

3. The Customer complaint policy shall form an integral part of the Customer complaint policy and the principles and instructions on personal data protection of this e-shop. The documents - Customer complaint policy and Principles and instructions on personal data protection of this e-shop are published on the domain of the Seller's e-shop.

4. The General Terms and Conditions shall become valid and effective on the day of their publication on the Seller's e-shop **01.05.2021**