

# GENERAL TERMS AND CONDITIONS

## 1. Úvodné ustanovenia

The website <https://www.chateau-bela.sk/sk/wines> is intended for users **over 18 years of age**.

2. Legal relations between (i) a natural person who concludes a purchase contract outside of his business activity as a consumer, (ii) a natural person who concludes a purchase contract as part of his business activity, (iii) a legal entity who concludes a purchase contract within business activity as a buyer (hereinafter referred to as the "**Buyer**") and the company: **Hotel Château Belá, s.r.o. located at the address Belá 1, 943 53 Belá, CRN: 43 999 174** (hereinafter referred to as the "**Seller**") are governed by the applicable legal order of the Slovak Republic, and these General Terms and Conditions (hereinafter referred to as the "GTC"). The buyer accepts the GTC as a contractual condition for concluding the contract and is obliged to comply with their provisions. The buyer is obliged to properly familiarize himself with these GTC, while his ignorance will not affect any legal consequences that may arise. The GTC are, among other things, published at the Seller's headquarters. **Contact details of the seller and the supervisory authority**

Hotel Château Belá s.r.o.  
Belá 1, 943 53 Belá,  
CRN: 43 999 174  
TIN: 2022579152  
VAT Number: SK2022579152  
Telephone Number: +421905502345  
E-mail: [wineshop@chateau-bela.com](mailto:wineshop@chateau-bela.com)

Supervisory authority:  
Inšpektorát SOI pre Nitriansky kraj  
Staničná 9, P. O. BOX 49A, 950 50 Nitra 1 Odbor výkonu dohľadu  
[nr@soi.sk](mailto:nr@soi.sk)  
tel. no. 037/772 02 16  
<http://www.soi.sk>

## 3. General Terms and Conditions

- 3.1. These GTC in the version valid on the day of the conclusion of the purchase contract with the Buyer are an integral part of the purchase contract. In the case of concluding a purchase contract in written form, the deviating arrangement in the purchase contract takes precedence over the provisions of these GTC.
- 3.2. The purchase price for the goods is indicated on the website of the e-commerce by the Seller together with the value added tax in the amount according to a special legal regulation.

- 3.3. The purchase price for the goods does not include the price for the transport of the goods or other optional services. The above does not apply if the Buyer orders goods with a value exceeding 100€ from the Seller. In such a case, the Buyer does not cover the costs for the transportation of the ordered goods, or shipping is free.
- 3.4. Any sales and other promotions published by the Seller on the e-commerce website are valid while supplies last unless otherwise stated for the goods and/or
- 3.5. The seller is entitled to adjust the price related to the goods listed on the e-commerce website at any time. If the Seller adjusts the price for the goods, this change will not apply to purchase contracts concluded before the price change.

#### 4. *Method of concluding a purchase contract*

- 4.1. The purchase contract is concluded based on a proposal sent by the Buyer to the Seller in the form of a completed and sent form via the website of the Seller, to whom he sent the proposal for its conclusion. The subject of the contract is the transfer of the ownership right to the goods marked by the Buyer for the purchase price and under the conditions specified in this order (hereinafter referred to as the "**order**").
- 4.2. After sending the order, an automatically generated message about the receipt of the order will be sent to the e-mail address in the electronic system of the Seller (hereinafter referred to as "**order delivery confirmation**"). If necessary, it is possible that all additional information regarding the Buyer's order can be sent to the Buyer's e-mail address.
- 4.3. The confirmation of delivery of the order contains information that the order has been delivered to the Seller, and is also an acceptance of the proposal to conclude a purchase contract (hereinafter referred to as "**acceptance of the order**").
- 4.4. Acceptance of the order contains information on the name and specification of the goods, the sale of which is the subject of the purchase contract, further data on the price of the goods and/or other services, information on the estimated delivery time of the goods, the name and data on the place where the goods are to be delivered and data on the possible price, conditions, method and date of transportation of the goods to the agreed place of delivery of the goods for the Buyer, information about the Seller (business name, registered office, CRN, registration number in the commercial register, etc.), possibly other necessary information.
- 4.5. The purchase contract is concluded upon delivery of the order acceptance in electronic or written form.
- 4.6. Before sending the order, the Seller informed the Buyer in a clear, unequivocal, comprehensible, and unmistakable way about pre-contractual information regarding complaints, payment, business, transport, and other conditions by:
  - a) information about the main characteristics of the goods or the nature of the service to the extent appropriate to the used means of communication and the goods or service on the relevant catalog page of the seller's e-commerce,
  - b) information about the business name and seat of the Seller on the relevant subpage of the Seller's e-commerce and in Art. 1 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
  - c) the Seller's telephone number and other data that are important for the Buyer's contact with the Seller, in particular his e-mail address, he informed on the relevant subpage of the Seller's e-commerce and in Art. 1 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,

- d) the Seller's address, where the Buyer can make a claim for goods or services, file a complaint or other initiative, was informed in Art. 1 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- e) the total price of the goods or services, including value added tax and all other taxes, or if, due to the nature of the goods or services, the price cannot reasonably be determined in advance, the way in which it is calculated, as well as the costs of transport, delivery, postage and other costs and charges, or if these costs and fees cannot be determined in advance about the fact that the Buyer will be obliged to pay them
- f) information on the relevant catalog page of the Seller's e-commerce,
- g) The Buyer is informed about payment conditions, delivery conditions, the period by which the Seller undertakes to deliver goods or provide a service, information about the procedures for applying and handling claims, complaints and suggestions in the relevant articles of these General Terms and Conditions, which are located on the relevant sub-page of the Seller's e-commerce,
- h) information about the Buyer's right to withdraw from the purchase contract, the conditions, period and procedure for exercising the right to withdraw from the contract was reported in art. 12 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- i) the provision of a form for withdrawing from the purchase contract informed in art. 12 and in the annex to these GTC, which are located on the relevant subpage of the Seller's e-commerce; At the same time, the Seller provided the form itself for withdrawing from the purchase contract in the annex to these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce,
- j) the information that if the Buyer withdraws from the purchase contract, he will bear the costs associated with returning the goods to the Seller according to § 10 par. 3 of Act No. 102/2014 Coll. on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws (hereinafter referred to as the "**Consumer Protection in Distance Selling Act**"), and if he withdraws from the purchase contract the costs of returning the goods, which due to their nature cannot be returned by post, informed in art. 12 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- k) the Buyer's obligation to pay the Seller the price for the actually provided performance according to § 10 par. 5 of the Act on Consumer Protection in Distance Selling, if the Buyer withdraws from the contract for services, informed in Art. 12 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- l) the circumstances under which the Buyer loses the right to withdraw from the contract informed in Art. 12 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- m) instruction on the Seller's responsibility for defects in goods or services according to Sec. § 622 and 623 of the Civil Code informed in Art. 10 of these GTC, which are located on the relevant subpage of the Seller's e-commerce,
- n) the minimum duration of the Buyer's obligations arising from the purchase contract, if the purchase contract implies such an obligation for the Buyer, he informed on the relevant catalog page of the Seller's e-shop and in these GTC, which are located on the relevant sub-page of the Seller's e-shop,

- o) the functionality, including the applicable technical protection measures to secure the electronic content, if appropriate, informed via these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce,
  - p) the compatibility of the electronic content with hardware and software that the Seller knows or reasonably expects to know about, if appropriate, informed through these GTC, which are located on the relevant sub-page of the Seller's e-commerce,
  - q) the possibility and conditions of resolving the dispute out of court through the system of alternative dispute resolution, if the Seller has committed to using this system, he has been informed through these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce,
  - r) the necessary actions to conclude a purchase contract by describing these necessary actions through these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce,
  - s) the fact that the purchase contract will be stored in electronic form with the Seller and is available to the Buyer after the buyer requests it in writing via these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce,
  - t) the fact that the language offered for the conclusion of the contract is Slovak and English through these General Terms and Conditions, which are located on the relevant subpage of the Seller's e-commerce.
- 4.7.** In the event that the Seller has not fulfilled his information obligation according to point 4.6. letter e) of these GTC, the Buyer is not obliged to pay these additional costs or fees.
- 4.8.** In the event that there was an obvious technical error on the part of the Seller when indicating the price of the goods on the relevant sub-page of the e-commerce or during the ordering process, the Seller is not obliged to deliver the goods to the Buyer at this clearly incorrect price, even if the Buyer was sent a confirmation of delivery of the order according to these GTC. The Seller informs the Buyer about the error without undue delay and sends the Buyer an amended offer to his e-mail. The amended offer is considered a new draft of the purchase contract, and the purchase contract is concluded in such a case by confirmation of acceptance by the Buyer to the Seller's e-mail.
- 4.9.** To purchase alcoholic beverages, the Buyer must be at least 18 years old.

## ***5. Rights and obligations of the Seller***

- 5.1.** The Seller is obligated to:
- a) in the case of confirmation of the order in the form of acceptance, the Seller is obliged to deliver the goods to the Buyer in the agreed quantity, term, and quality, and to package and ensure transportation in a manner necessary for its preservation and protection,
  - b) ensure that the delivered goods comply with the applicable legal regulations of the Slovak Republic,
  - c) send a confirmation of the conclusion of the purchase contract on a permanent medium, such as e-mail.
  - d) at the latest, together with the goods, hand over to the Buyer in electronic or written form all the necessary documents for taking over and using the purchased goods, as well as other documents that are prescribed by the applicable legal regulations of the Slovak Republic, such as instructions in the Slovak language, delivery note, warranty card and tax document.

- 5.2. The Seller has the right to proper and timely payment of the purchase price by the Buyer for the delivered goods.
- 5.3. In case of unavailability of the goods or sold out of stocks, the Seller is not able to deliver the goods to the Buyer within the period agreed in the purchase contract, determined by these GTC or for the agreed purchase price, it is the Seller's obligation to offer the buyer a substitute performance, or the possibility of withdrawing from the purchase contract for the Buyer (cancellation of the order ). Withdrawal from the purchase contract or cancellation of the order is possible by sending an e-mail to the buyer. In case of payment of the purchase price by the Buyer or its part, it is the Seller's obligation to return the already paid purchase price or its part within 14 days from the date of delivery of the e-mail about withdrawal from the purchase contract or cancellation of the order to the Buyer's account designated by him, unless the parties agree otherwise.
- 5.4. If the Buyer does not accept the substitute performance, and the Buyer does not withdraw from the purchase contract, the Seller is entitled to withdraw from the purchase contract in writing. In case of payment of the purchase price by the Buyer or its part, the Seller is obliged to return the already paid purchase price or its part within 14 days from the date of delivery of the withdrawal from the purchase contract to the Buyer.

## ***6. Rights and obligations of the Buyer***

- 6.1. The Seller notified the Buyer of the obligation to pay the purchase price. This obligation is part of the order.
- 6.2. Rights of the Buyer
  - a) The buyer has the right to deliver the goods in the quantity, quality, date and place agreed by the contracting parties.
- 6.3. Obligations of the Buyer
  - a) to pay the agreed purchase price to the Seller within the agreed due date, including costs for delivery of the ordered goods,
  - b) take over the goods that have been ordered and delivered,
  - c) in the delivery note, confirm receipt of the goods with your signature or the signature of a person authorized by him.

When delivering the goods, the customer presents a personal document - an ID card, to the representative of the courier service, for the purpose of establishing the identity and fulfilling the condition of having reached the age of 18.

## ***7. Platobné a dodacie podmienky***

- 7.1. In the case of goods on the website of the electronic store that are not available, information is given that the goods are sold out.
- 7.2. The Seller is obliged to deliver the item to the Buyer without delay, at the latest within 30 days from the date of conclusion of the purchase contract, unless otherwise agreed in the purchase contract. If the Seller has not fulfilled this obligation, the Buyer may ask him to deliver the item within a reasonable additional period determined by him. If the item is not delivered even within this additional reasonable period, the Buyer is entitled to withdraw from the contract.
- 7.3. The Seller is entitled to invite the Buyer to take over the goods even before the expiry of the deadline for the delivery of the goods agreed in the purchase contract.

- 7.4. The display of goods on any e-commerce website operated by the Seller is illustrative only. The dimensions, weight and other data about the goods, which can be found in the catalogs, prospectuses and other documents of the Seller located on the website of the e-commerce of the Seller, may differ from reality by +/- 1% of the stated value.
- 7.5. The Buyer's obligation is to take over the goods at the agreed place, according to the purchase contract or in another way (hereinafter referred to as "place"). The buyer is obliged to take over the goods within the time period agreed by the seller or his representative, authorized to deliver the goods, and the buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as the "time period").
- 7.6. In the event that the Seller delivers the goods to the Buyer at the place and within the time frame, it is the Buyer's obligation to take over the goods personally or to ensure that a person authorized by the Buyer takes over the goods. The buyer is obliged to sign the protocol on the payment of the purchase price, on the delivery and on the handover of the goods. The duty of the third party authorized to take over the goods is to submit a copy of the order acceptance to the Seller. The moment the goods are delivered to the Buyer, the goods are considered delivered. Delivery of the goods to the Buyer means the delivery of the goods to the place, their acceptance by the Buyer or a third party authorized by the Buyer and the signing of the protocol on payment of the purchase price and delivery and handover of the goods by the Buyer or a third party authorized by the Buyer.
- 7.7. If it is necessary to repeat the delivery of the goods due to the absence of the Buyer at the place and in the time frame, or if the Buyer does not take over the goods within 7 days after the futile expiration of the time frame, without prior written withdrawal from the purchase contract, the Seller is entitled to claim compensation in the amount of the actual costs for the damage incurred for an unsuccessful attempt to deliver the goods to the place.
- 7.8. The Buyer's duty is to check the received shipment, the packaging of the goods and the goods immediately after delivery in the presence of the Seller's representative, for example a courier. If a defect in the goods is detected, it is the obligation of the Seller's representative to enable the Buyer to make a record of the nature and extent of the defect in the goods, the correctness of which will be confirmed by the Seller's representative. With such a record, delivered to the Seller, the Buyer can refuse to accept the delivered goods with a defect or confirm the delivery of the goods with a defect, and subsequently in accordance with Art. 10 of these GTC to apply for a claim for product defects with the Seller or a person designated by him. If the Buyer refuses to accept the delivered goods with defects, the Seller shall bear all costs incurred for returning the goods to the Seller.
- 7.9. In the event of non-delivery of the goods by the Seller, the Buyer is entitled within the period specified in point 7.2. of these General Terms and Conditions to withdraw from the purchase contract and the Seller is obliged to return to the Buyer the already paid purchase price or part of it within 14 days from the moment of delivery of the withdrawal from the purchase contract. Funds will be transferred to a bank account designated by the Buyer.

## **8. *Purchase price***

- 8.1. The purchase price for the goods, which was agreed upon in the purchase contract between the Buyer and the Seller, is stated in the order acceptance (hereinafter referred to as the "purchase price"). In the event that the purchase price indicated in the order delivery confirmation is higher than the price for identical goods indicated in the e-commerce offer

at the time the order is sent by the Buyer, the Seller will deliver to the Buyer an electronic message with information on the offer of a new purchase price in a different amount, which is considered the seller's proposal for the conclusion of a new purchase contract, which must be explicitly confirmed by the buyer by e-mail or in writing in order for the purchase contract to be validly concluded.

- 8.2. The buyer is obliged to pay the seller the purchase price, including the cost of delivery of the goods, by bank transfer or online payment via GP webpay before taking over the goods.
- 8.3. When creating an order, the buyer can when paying in the "Checkout" section, apply a promo discount coupon or enter your SPHERE CARD number, and thus claim a discount on goods. Combination of discounts is not possible.
- 8.4. When paying the purchase price by non-cash transfer to the Seller's account, the moment when the entire purchase price was credited to the Seller's account is considered the day of payment.
- 8.5. The Buyer's obligation is to pay the Seller the purchase price for the agreed goods within the period according to the purchase contract, but at the latest upon taking over the goods.
- 8.6. The Seller is entitled to refuse delivery of the goods to the Buyer if the Buyer does not pay the Seller the entire purchase price by the time the goods are delivered to the location and the contracting parties have not agreed to pay the purchase price for the goods in installments.
- 8.7. Delivery of the goods and related costs are not included in the purchase price and the Seller is not obliged to provide these services to the Buyer.

#### ***9. Acquisition of ownership and passing of the risk of damage to the goods***

- 9.1. The Buyer acquires ownership of the goods only upon full payment of the purchase price for the goods.
- 9.2. The risk of damage to the goods passes to the Buyer at the moment of receipt of the goods by the Buyer or a third person authorized by the Buyer from the Seller or his representative, authorized to deliver the goods, or if he does not do so in time, then at the time when the Seller allows the Buyer to handle the goods and the Buyer does not take over the goods.

#### ***10. Complaints procedure (warranty, liability for defects, complaints)***

- 10.1. The buyer has the right to have the defect removed free of charge, in a timely and proper manner, in respect of a defect in the goods that can be removed. It is the Seller's duty to remove the defect without undue delay.
- 10.2. Instead of removing the defect, the Buyer may demand the replacement of the goods, or if the defect concerns only a certain part of the goods, the replacement of this part, unless the Seller incurs disproportionate costs due to the price of the goods or the severity of the defect.
- 10.3. The Seller may always exchange defective goods for goods without defects, unless this causes serious difficulties for the Buyer.
- 10.4. If it is a defect in the goods that cannot be removed and which prevents the goods from being properly used as a defect-free item, the Buyer has the right to exchange the goods or

withdraw from the purchase contract. The same rights belong to the Buyer if the defects can be removed, but if the Buyer cannot properly use the goods due to the reappearance of the defect after repair or due to a larger number of defects.

- 10.5.** In case of other irreparable defects, the Buyer has the right to a reasonable discount from the price of the goods.
- 10.6.** The Seller has informed the Buyer about his rights, which arise from para. § 622 of the Civil Code (items 10.1. to 10.3. of these GTC) and the rights arising from section § 623 of the Civil Code (points 10.4 to 10.5 of these GTC) by placing these GTC on the relevant subpage of the Seller's electronic store and the Buyer had the opportunity to read them before sending the order.
- 10.7.** The buyer is obliged to file a claim with the Seller or a designated person. The seller is responsible for product defects in accordance with the applicable legal regulations of the Slovak Republic.
- 10.8.** The handling of complaints is subject to the valid complaint procedure of the seller, i.e. Art. 10. of these GTC. The buyer was properly familiarized with the complaint procedure and informed about the conditions and method of complaining about the goods, including information on where the complaint can be made, and about the performance of warranty repairs in accordance with section § 18 par. 1 of Act no. 250/2007 Z . from. on consumer protection and on the amendment of Act of the Slovak National Council No. 372/1990 Coll. on offenses as amended (hereinafter referred to as "the Act") at the time before the conclusion of the purchase contract by placing the General Terms and Conditions on the relevant subpage of the Seller's electronic store and the Buyer had the opportunity to read them before sending the order.
- 10.9.** Goods purchased by the Buyer from the Seller in the form of e-commerce on the website of the Seller's e-commerce are subject to the complaints procedure modified in Art. 12 GTC.
- 10.10.** If the goods have defects for which the manufacturer, supplier or seller is responsible, are covered by a warranty and were purchased from the seller, the buyer has the right to claim responsibility for the defects of the goods from the seller.
- 10.11.** If the goods show defects, the Buyer has the right to file a claim at the Seller's headquarters in accordance with section § 18 par. 2 of Act no. 250/2007 on consumer protection by delivering the goods to the Seller's address and at the same time delivering to the Seller the Buyer's expression of will, the content of which is the exercise of the Buyer's rights according to points 10.1. until 10.5. of these General Terms and Conditions (hereinafter referred to as the "**Complaint Notice**"), e.g. in the form of a completed complaint form, which is located on the relevant subpage of the seller's electronic store. The seller recommends insuring the goods when sending them for a claim. Cash on delivery shipments are not accepted by the Seller. The buyer is obliged to truthfully state all the required information in the Notice of Application of Complaint, in particular to indicate precisely the type and extent of the defect in the goods; At the same time, the buyer will indicate which of his rights arising from paragraph § 622 and 633 of the Civil Code applies.
- 10.12.** The complaint procedure regarding the goods that can be delivered to the seller begins on the day when all the following conditions are fulfilled cumulatively:
  - a)** delivery of a notice of claim to the Buyer, Seller,
  - b)** delivery of the claimed goods from the Buyer to the Seller or a designated person,
  - c)** delivery of access codes, passwords, etc. to the claimed goods to the Seller, if this data is necessary for the proper processing of the claim.

- 10.13.** If the subject of the complaint is goods that cannot objectively be delivered to the Seller or that are firmly embedded, the Buyer is, in addition to fulfilling the conditions according to points 10.12 letter a) and c) of these GTC are obliged to provide all the necessary cooperation to carry out an inspection of the claimed goods by the Seller or a third party designated by the Seller. Complaint proceedings regarding goods that cannot objectively be delivered to the Seller or that are firmly embedded begin on the day when the goods were inspected according to the first sentence. However, if the Seller or a third party designated by him, despite the necessary cooperation provided by the Buyer, does not ensure that the inspection is carried out within a reasonable period of time, but no later than within 10 days from the delivery of the Notice of Claim to the Seller, the claim procedure begins on the date of delivery of the Notice of Claim to the Seller.
- 10.14.** The Seller or a designated person will issue the Buyer with a confirmation of the application of the goods complaint in a suitable form chosen by the Seller, e.g. in the form of an e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the goods and once again instruct the consumer about his rights arising from point 10.1. until 10.3. of these General Terms and Conditions (art. § 622 of the Civil Code) and the rights arising from point 10.4. until 10.5. of these General Terms and Conditions (art. § 623 of the Civil Code). If the claim is made via means of remote communication, the Seller is obliged to deliver the confirmation of the claim to the Buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without undue delay, but at the latest together with a document on the completion of the claim; confirmation of the application of the claim does not need to be delivered if the Buyer has the opportunity to demonstrate the application of the claim in another way.
- 10.15.** The buyer is entitled to decide which of his rights in accordance with section § 622 and para. § 623 of the Civil Code applies and at the same time is obliged to immediately deliver information about its decision to the Seller. On the basis of the decision of the Buyer, which of its rights in accordance with section § 622 and para. § 623 of the Civil Code applies, the Seller or a designated person is obliged to determine the method of handling the claim according to section § 2 letter m) of Act no. 250/2007 Coll. on consumer protection immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases, especially if a complex technical evaluation of the condition of the goods is required no later than 30 days from the date of the start of the complaint procedure. After determining the method of handling the complaint, the seller or the designated person will handle the complaint immediately, in justified cases the complaint can also be handled later. However, the processing of the claim must not take longer than 30 days from the date of application of the claim. After the expiry of the deadline for processing the complaint, the Buyer (consumer) has the right to withdraw from the contract or has the right to exchange the goods for new goods.
- 10.16.** If the Buyer made a complaint about the goods within the first 12 months from the conclusion of the purchase contract, the Seller can handle the complaint by rejecting it only on the basis of an expert's statement or an opinion issued by an authorized, notified or accredited person or the opinion of a designated person (hereinafter referred to as "expert assessment of the goods"). Regardless of the result of the expert assessment, the Seller cannot require the Buyer to pay the costs of the expert assessment of the goods or other costs related to the expert assessment of the goods.
- 10.17.** If the Buyer made a complaint about the product after 12 months from the conclusion of the purchase contract and the Seller rejected it, the person who processed the complaint is

obliged to indicate in the complaint handling document to whom the Buyer can send the goods for expert assessment. If the Buyer sends the goods for expert assessment to the specified person specified in the claim document, the costs of the expert assessment of the goods, as well as all other related costs, are borne by the Seller, regardless of the result of the expert assessment. If the Buyer proves the Seller's responsibility for the claimed defect in the goods through a professional assessment, he can apply the claim again; the warranty period does not expire during the expert assessment of the goods. The Seller is obliged to reimburse the Buyer within 14 days from the date of the renewed claim all costs incurred for the expert assessment of the goods, as well as all related costs incurred purposefully. A renewed claim cannot be rejected.

- 10.18.** The Buyer does not have the right to exercise the right of responsibility for defects that the Seller was informed about at the time of concluding the contract, or about which, taking into account the circumstances under which the purchase contract was concluded, he must have known.
- 10.19.** The Seller reserves the right to replace defective goods with other faultless goods with the same or better technical parameters, if this does not cause serious difficulties for the Buyer.
- 10.20.** The Seller is not responsible for product defects:
- a) if it is an obvious defect that the Buyer could detect by checking the shipment upon delivery of the goods and which he did not notify the Seller's representative in accordance with point 7.8. of these GTC,
  - b) if the defect of the goods is mechanical damage to the goods caused by the buyer,
  - c) if the defect of the goods was caused by the use of the goods in conditions that do not correspond in terms of intensity, humidity, chemical and mechanical effects to the natural environment of the goods,
  - d) if the defect of the goods was caused by unprofessional handling, service, or neglect of the care of the goods,
  - e) if the defect of the goods was caused by damage to the goods due to excessive loading, or use in violation of the conditions stated in the documentation or the general principles of the usual use of the goods,
  - f) if the defect in the goods was caused by damage to the goods due to unavoidable and/or unforeseeable events,
  - g) if the defect in the goods was caused by damage to the goods by accidental damage and accidental deterioration,
  - h) if the defect of the goods was caused by unprofessional intervention, damage by water, fire, static or atmospheric electricity or other force majeure,
  - i) if the defect in the goods was caused by an unauthorized person interfering with the goods.
- 10.21.** The Seller's obligation is to handle the complaint and end the complaint procedure in one of the following ways:
- a) by exchanging goods,
  - b) by returning the purchase price of the goods,
  - c) by handing over repaired goods,
  - d) by paying a reasonable discount on the price of the goods,
  - e) by a written invitation to take over the performance specified by the Seller,
  - f) by justified refusal of warranty claim of the goods.
- 10.22.** The Seller is obliged to issue a written document to the Buyer about the method of determining the processing of the claim and the processing of the claim no later than 30

days from the date of the claim in person, through a postal or courier or delivery service provider. The Seller will inform the Buyer about the outcome of the complaint handling immediately after the complaint procedure has been completed by phone or e-mail, and at the same time, together with the goods, or proof of processing of the complaint delivered via e-mail.

- 10.23.** In the case of warranty repair of the goods, the warranty period is extended by the time during which the Buyer could not use the goods.
- 10.24.** In the case of exchanging the goods for a new one, the warranty period starts again from the receipt of the new goods, but only for the new goods. In case of exchange of goods for a new one, the Buyer will receive a document on which information about the exchange of goods will be given, and any other claims are applied on the basis of the purchase contract and this claim document.
- 10.25.** In the case of a removable defect, the complaint will be processed according to the decision of the Buyer according to point 10.15. of these GTC in the following manner:
- a) The Seller will replace the defective goods or
- 10.26.** The Seller will ensure the removal of the defect
- 10.27.** With regard to a defect that can be removed and the Buyer does not determine or notify immediately according to point 10.15. of these GTC, how the complaint should be resolved, the Seller will resolve the complaint by removing the defect.
- 10.28.** If it is a defect that cannot be removed, or one defect that can be removed multiple times, or a larger number of different removable defects that prevent the goods from being properly used as without defects, the Seller will, depending on the Buyer's decision according to point 10.15. of these GTC complaints in the following way:
- a) by exchanging goods for other functional goods with the same or better technical parameters, or
- b) in the event that the Seller is unable to exchange the goods for another, he will handle the claim by returning the purchase price for the goods.
- 10.29.** In the case of an irremovable defect or a removable defect that has been repeated several times, or regarding a larger number of different removable defects that prevent the proper use of the goods as if they were without defects and the Buyer does not immediately determine according to point 10.15. of these General Terms and Conditions, how the complaint should be resolved, the Seller will resolve the complaint by exchanging the goods for other functional goods with the same or better technical parameters.
- 10.30.** Complaint handling applies only to defects listed in the Notice of claim and in the confirmation of claim of the goods according to point 10.14. of these GTC.
- 10.31.** For the purposes of the complaint, the occurrence of one removable defect more than twice is considered to be a repeatedly removable defect.
- 10.32.** For the purposes of the complaint, the occurrence of more than three different removable defects at the same time is considered a larger number of different removable defects.
- 10.33.** The Buyer's right to claim a defect in the goods is after he has exercised his right and asked the Seller to remove the defect in the goods according to point 10.1. of these General Terms and Conditions and, regardless of the outcome of the complaint, is no longer entitled to apply for the same unique defect (not a defect of the same type) repeatedly.
- 10.34.** The provisions of Art. 10. of these General Terms and Conditions do not expressly apply to entities that do not meet the definition of consumer specified in section § 2 letter a) Act no. 250/2007 Coll. on consumer protection.

## ***11. Protection of Personal Data***

- 11.1.** The contracting parties have agreed that the Buyer, if he is a natural person, is obliged to inform the Seller of his name and surname, address of permanent residence including zip code, telephone number and email address in the order.
- 11.2.** The contracting parties have agreed that the Buyer, if he is a legal entity, is obliged to inform the Seller of his business name, registered office address including zip code, social security number, telephone number and email address in the order.
- 11.3.** The Seller hereby informs the Buyer that pursuant to para. § 13 par. 1 letter b) Act no. 18/2018 Coll. on the protection of personal data and on the amendment and addition of certain laws as amended (hereinafter referred to as "PoPD") The Seller, as the operator, will process the personal data of the Buyer as a data subject in the process of concluding the purchase contract, since the processing of the Buyer's personal data will be carried out by the Seller in pre-contractual relations with By the Buyer and the processing of the Buyer's personal data is necessary for the performance of the purchase contract, in which the Buyer is one of the contractual parties.
- 11.4.** By ticking the appropriate box before sending the order, the Buyer expresses his consent for the Seller to process and store his personal data, especially those mentioned above and/or which are necessary for the Seller's activities related to sending information about new products, discounts and promotions on the offered goods and processed them in all its information systems, related to sending information about new products, discounts and promotions on the offered goods.
- 11.5.** The Seller undertakes to handle and dispose of the Buyer's personal data in accordance with the applicable legal regulations of the Slovak Republic.
- 11.6.** The seller declares that he will collect personal data exclusively for the purpose stated in these GTC.
- 11.7.** The Buyer grants the Seller consent to the processing of personal data for a certain period until the purpose of processing the Buyer's personal data is fulfilled. After fulfilling the purpose of processing, the Seller shall immediately dispose of the Buyer's personal data. The Buyer may withdraw consent to the processing of personal data at any time in writing. The consent expires within 1 month from the delivery of the revocation of consent by the Buyer to the Seller.
- 11.8.** Before sending the order, the buyer will be asked to check the box before sending the order to confirm that the seller has notified him in a sufficient, understandable and unmistakable way:
  - a)** his identification data, which are listed in Art. 2. of these GTC,
  - b)** identification data of the third party, which is the company that will deliver the ordered goods to the Buyer in such a way that these data are indicated in the acceptance,
  - c)** the purpose of processing personal data, which is the conclusion of a purchase contract between the Seller and the Buyer,
  - d)** that it will process the Buyer's personal data to the extent of first and last name, address of permanent residence including zip code, telephone number and e-mail address if the Buyer is a natural person and to the extent of business name, registered office address including zip code, CRN, telephone number and e-mail address if the Buyer is a legal entity a person

- e) that the Buyer is obliged to provide the required personal data,
- 11.9.** The seller declares that he will process personal data in accordance with good morals and will act in a way that does not contradict PoPD or other generally binding legal regulations and will not circumvent them. The Seller declares that he will not force or condition the consent of the person concerned by the threat of rejection of the contractual relationship, service, goods or obligation established for the Seller.
- 11.10.** Based on a written request, the Buyer has the right to demand from the Seller:
- a) confirmation of whether or not personal data about his person are being processed,
  - b) the purpose of personal data processing,
  - c) in a generally comprehensible form, information about the processing of your personal data in the information system and its status to the extent:
    - i. identification data of the Seller and the Seller's representative, if appointed,
    - ii. identification data of the intermediary;
  - d) in a generally comprehensible form, precise information about the source from which he obtained his personal data for processing,
  - e) in a generally comprehensible form, a copy of his personal data that is the subject of processing,
  - f) additional information which, with regard to all the circumstances and conditions of personal data processing, is necessary for the Buyer to guarantee his rights and interests protected by law in the scope, in particular:
    - i. instruction on the voluntariness or obligation to provide the required personal data; if the Seller obtains the Buyer's personal data based on the Buyer's consent, it will also notify the Buyer of the validity period of the consent, and if the Buyer's obligation to provide personal data results from a directly enforceable legally binding act of the European Union, an international treaty to which the Slovak Republic is bound, or a law, the Seller will notify the Buyer the legal basis that imposes this obligation on him and informs him of the consequences of refusing to provide personal data,
    - ii. information about third parties, if it is assumed or obvious that personal data will be provided to them,
    - iii. range of recipients, if it is assumed or obvious that personal data will be made available to them,
    - iv. form of publication, if personal data is to be published,
    - v. third countries, if it is assumed or obvious that personal data will be transferred to these countries,
  - g) correction of his incorrect, incomplete or out-of-date personal data that is the subject of processing,
  - h) disposal of his personal data, if the purpose of their processing has been fulfilled; if the subject of processing is official documents containing personal data, he can request their return,
  - i) liquidation of his personal data, which are the subject of processing, if there has been a violation of ZnáOOÚ or other valid legislation of the Slovak Republic.
- 11.11.** Based on a free written request, the Buyer has the right to object to the Seller against:
- a) the processing of his personal data, which he assumes are or will be processed for direct marketing purposes without his consent and to request their disposal,
  - b) the use of personal data for the purposes of direct marketing in postal communication, or

- c) providing personal data for direct marketing purposes.
- 11.12.** Based on a free written request, the Buyer has the right to object to the processing of personal data by the Seller by stating legitimate reasons or presenting evidence of unauthorized interference with its rights and interests protected by law, which are or may be damaged by such processing of personal data in a specific case; if this is not prevented by legal reasons and it is proven that the Buyer's objection is justified, the Seller is obliged to block and dispose of personal data, the processing of which the Buyer has objected to, without undue delay and dispose of them immediately, as circumstances allow.
- 11.13.** The Buyer, on the basis of a written request or in person, if the matter cannot be delayed, further has the right to object to the Seller at any time and not submit to the Seller's decision, which would have legal effects or a significant impact for him, if such a decision is issued solely on the basis of automated processing of his personal data. The Buyer has the right to ask the Seller to review the issued decision by a method different from the automated form of processing, while the Seller is obliged to comply with the Buyer's request, in such a way that the authorized person will have the decisive role in reviewing the decision; The Seller informs the Buyer about the method of examination and the result of the finding within the period according to par. 11.16. of these GTC. The Buyer does not have this right only if it is established by a special law in which the measures to ensure the legitimate interests of the Buyer are regulated, or if within the framework of pre-contractual relations or during the existence of contractual relations, the Seller issued a decision by which he complied with the Buyer's request, or if the Seller based on contract took other appropriate measures to ensure the legitimate interests of the Buyer.
- 11.14.** If the buyer asserts his right in writing and the content of his request shows that he is asserting his right, the request is considered to have been submitted in accordance with this law; the request submitted by e-mail or fax shall be delivered by the Buyer in writing no later than three days from the day it was sent.
- 11.15.** If the Buyer suspects that his personal data is being processed without authorization, he can report this to the Office for the Protection of Personal Data. If the Buyer does not have full legal capacity, his rights may be exercised by a legal representative.
- 11.16.** The Seller is obliged to process the Buyer's request in writing according to this Article. of these GTC, or comply with the Buyer's requirements according to PoPD and inform him in writing no later than 30 days after receiving the request or request.
- 11.17.** Limitation of Buyer's rights according to special regulations The Seller shall immediately notify the affected person and the Office of Personal Data Protection in writing.
- 11.18.** The Seller informs this Buyer that when processing the Buyer's personal data, it is assumed that the Buyer's personal data will be provided and made available to the following third parties, or circle of beneficiaries:
- a) Direct Parcel Distribution SK s.r.o., located at Pri letisku 5, Bratislava - Ružinov district 821 04, ID number: 35 834 498, registered in the Commercial Register of the Municipal Court Bratislava III., Division Sro, File 26367/B.
- 11.19.** The Seller's e-commerce information systems are registered pursuant to Act No. 122/2013 Coll. on the protection of personal data.

## ***12. Withdrawal from the contract when selling goods at a distance***

- 12.1.** If it is impossible for the Seller to fulfill its obligations arising from the purchase contract due to stock sold out, unavailability of goods or if the manufacturer, importer or supplier of the goods agreed in the purchase contract has stopped production or made such serious changes that made it impossible to fulfill the Seller's obligations resulting from the purchase contract or for reasons of force majeure or if, even after making all the efforts that can be fairly required of him, he is unable to deliver the goods to the Buyer within the period determined by these GTC or at the price stated in the order, the Seller is obliged to immediately notify inform the Buyer and at the same time is obliged to offer the Buyer alternative performance or the possibility for the Buyer to withdraw from the purchase contract (cancel the order). In the event that the Buyer withdraws from the purchase contract for the reasons stated in this point of these GTC, the Seller is obliged to return to the Buyer the purchase price already paid for the goods agreed in the purchase contract within 14 days from the notification of withdrawal from the contract by transfer to the account specified by the Buyer.
- 12.2.** The Buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with sec. § 7 et seq. Act no. 102/2014 Coll. on Consumer Protection in Distance Selling (hereinafter referred to as the "***Consumer Protection in Distance Selling Act***") within 14 days from the receipt of the goods, or from the date of conclusion of the contract for the provision of services or the contract for the provision of electronic content not delivered on a physical medium, if the Seller has timely and properly fulfilled the information obligations according to section § 3 of the Act on Consumer Protection in Distance Selling.
- 12.3.** Within this period, the buyer has the right to unpack and test the goods in a similar way as is usual when buying in a classic "brick and mortar" store, to the extent necessary to determine the nature, properties and functionality of the goods.
- 12.4.** The beginning of the period for withdrawing from the contract is determined on the day on which the Buyer or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods or if:
- a)** delivers goods consisting of several parts or pieces, from the date of receipt of the last part or last piece,
  - b)** the goods ordered by the Buyer in one order are delivered separately, from the date of receipt of the last delivered goods,
  - c)** on the basis of the contract, the goods are delivered repeatedly during the defined period, from the date of acceptance of the first delivered goods.
- 12.5.** The Buyer can withdraw from the purchase contract, the subject of which is the purchase of goods, even before the expiry of the withdrawal period.
- 12.6.** Withdrawal from the contract is required in writing, in a way that leaves no doubt that the contract was withdrawn by mistake or in the form of a record on another durable medium, or using the form that forms Annex no. 1 of these GTC. The deadline for withdrawal from the contract is considered to have been observed if the notice of withdrawal from the contract was sent to the Seller no later than the last day of the deadline according to section § 7 par. 1 of the Act on Consumer Protection in Distance Selling.
- 12.7.** Withdrawal from the purchase contract according to the preceding point of these GTC must contain the information required in the form for withdrawal from the purchase contract, which forms Annex no. 1 of these GTC, in particular the identification of the Buyer, the

number and date of the order, the exact specification of the goods, the way in which the Seller should return the payment already received, in particular the account number and/or postal address of the Buyer.

- 12.8.** In case of withdrawal from the purchase contract by the Buyer, any supplementary contract related to the purchase contract from which the Buyer withdrew is also canceled from the beginning. It is not possible to demand from the Buyer any costs or other payments related to the cancellation of the supplementary contract, except for the payment of costs and payments specified in paragraph § 9 par. 3, paragraph § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Service Prices, if the subject of the contract is the provision of a service and the service has been fully provided.
- 12.9.** Within 14 days from the date of withdrawal from the purchase contract, the Buyer is obliged to send the goods back to the address of the operator's seat or hand them over to the Seller or a person authorized by the Seller to receive the goods without undue delay. This does not apply if the Seller has suggested that he collects the goods personally or through a person authorized by him. The period according to the first sentence of this point of these GTC is considered to have been observed if the goods were handed over for transport no later than the last day of the period.
- 12.10.** The Buyer is obliged to deliver the goods to the Seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.
- 12.11.** Cash on delivery shipments will not be accepted by the Seller. It is recommended to insure the goods. The Seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, to return to the Buyer all payments received from him on the basis of the purchase contract or in connection with it, including the costs of transport, delivery and postage and other costs and fees. The Seller is not obliged to return the payments to the Buyer according to this point of these GTC before the goods are delivered to him or until the Buyer proves that the goods have been sent back to the Seller, unless the Seller suggests that he collects the goods personally or through a person authorized by him.
- 12.12.** The costs of returning the goods to the Seller are borne by the Buyer. The goods will be returned directly to the Seller or to a person authorized by the Seller to receive the goods. This does not apply if the Seller has agreed to bear these costs himself or if he has not fulfilled the obligation according to § 3 par. 1 letter i) of the Act on Consumer Protection in Distance Selling.
- 12.13.** The Buyer is only responsible for the reduction in the value of the goods, which occurred as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the properties and functionality of the goods. The consumer is not responsible for a decrease in 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 § 3 par. 1 letter h) Act on Consumer Protection in Distance Selling.
- 12.14.** The Seller is obliged to return the purchase price for the goods to the Buyer in the same way that the Buyer used for his payment, unless he agrees with the Buyer on another method of returning payments without additional fees being charged to the Buyer in this regard.
- 12.15.** In the event that the Buyer withdraws from the contract and delivers goods to the Seller that are used, damaged or incomplete, the Buyer undertakes to pay the Seller:
  - a)** the value by which the value of the goods was reduced in accordance with sec. § 457 of the Civil Code in the actual amount,

- b) costs incurred by the Seller in connection with the repair of the goods and their restoration to their original condition, calculated according to the price list for the post-warranty service of the goods. Pursuant to this clause of the General Terms and Conditions, the Buyer is obliged to pay compensation to the Seller at most in the amount of the difference between the purchase price of the goods and the value of the goods at the time of withdrawal from the purchase contract.

**12.16.** In accordance with sec. § 7 par. 6 of the Act on Consumer Protection in Distance Selling, the Buyer cannot withdraw from the contract, the subject of which are:

- a) the provision of a service, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract after the full provision of the service, and if the full provision of the service has taken place,
- b) the sale of goods or the provision of a service, the price of which depends on price movements on the financial market, which the seller cannot influence and which may occur during the period for withdrawing from the contract,
- c) sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,
- d) sale of goods that are subject to rapid deterioration or deterioration,
- e) sale of goods enclosed in protective packaging, which are not suitable for return due to health protection or hygiene reasons and whose protective packaging was 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 the conclusion of the contract, while their delivery can be carried out no earlier than 30 days later, and their price depends on the movement of prices on the market, which the seller cannot influence,
- h) performing urgent repairs or maintenance that the consumer has expressly requested from the seller; this does not apply to service contracts and contracts the subject of which is the sale of goods other than spare parts necessary for repair or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not order these services or goods in advance,
- i) sale of audio recordings, video recordings, audio-visual recordings or computer software sold in protective packaging, if the consumer has unpacked this packaging,
- j) the sale of periodicals, with the exception of sales based on 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 deadline,
- l) provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.

**12.17.** The provisions of this article of the General Terms and Conditions do not expressly apply to entities that do not meet the definition of consumer specified in section § 2 letter a) Act no. 250/2007 Coll. on consumer protection

### ***13. Alternative dispute resolution***

- 13.1.** Any disputes arising from these GTC and the purchase contract will be resolved before the competent court in the Slovak Republic.
- 13.2.** In the event that the Buyer - consumer is not satisfied with the manner in which the Seller handled his complaint, or believes that the Seller has violated his rights, the Buyer has the right to contact the Seller with a request for redress.
- 13.3.** If the Seller responds negatively to the Buyer's request according to the previous sentence or does not respond to such a request within 30 (thirty) days from the date of its sending by the Buyer, the Buyer has the right to submit a proposal to initiate alternative dispute resolution to the entity of alternative dispute resolution according to § 12 of Act no. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain laws.
- 13.4.** The competent entity for the alternative resolution of consumer disputes with the Seller is: Slovak Trade Inspection, which can be contacted for the stated purpose at the address Central Inspectorate of SOI, Department of International Relations and ARS, Prievozská 32, postal folder 29, 827 99 Bratislava, or electronically at [ars@soi.sk](mailto:ars@soi.sk), or [adr@soi.sk](mailto:adr@soi.sk), 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 of authorized entities is available at [https://www.mhsr.sk/obchod/ochrana - consumer/alternative-resolution of consumer-disputes-1/list-of-subjects-of-alternative-resolution-of-consumer-disputes-1](https://www.mhsr.sk/obchod/ochrana-consumer/alternative-resolution-of-consumer-disputes-1/list-of-subjects-of-alternative-resolution-of-consumer-disputes-1) while the Buyer has the right to choose which of the listed alternative dispute resolution entities to contact.
- 13.5.** The buyer can use the online alternative dispute resolution platform available at [https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute to submit a proposal for an alternative resolution of their consumer dispute - resolution/index\\_sk.htm](https://europa.eu/youreurope/business/dealing-with-customers/solving-disputes/online-dispute-to-submit-a-proposal-for-an-alternative-resolution-of-their-consumer-dispute-resolution/index_sk.htm). You can find more information about the alternative resolution of consumer disputes on the website of the Slovak Trade Inspection: <https://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

### ***14. Final provisions***

- 14.1.** In the case of concluding a purchase contract in written form, any change to it must be in written form.
- 14.2.** The contracting parties have agreed that communication between them will be carried out in the form of e-mail messages.
- 14.3.** The relevant provisions of the Civil Code, Act, Act No. 22/2004 Coll. on electronic commerce and on amendments to Act no. 128/2002 Coll. on state control of the internal market in matters of consumer protection and on amendments to certain laws as amended by Act no. 284/2002 Coll. as amended and Act no. 102/2014 Coll. on consumer protection in distance selling.
- 14.4.** These GTC become effective against the Buyer upon conclusion of the purchase contract.

- 14.5.** Before sending the order, the Buyer will be asked to check the box to confirm that he has familiarized himself with these GTC, read them, understood their content and agrees with them in their entirety.

## Sample withdrawal form

*(attachment no. 1)*

*(fill in and send this form only if you wish to withdraw from the contract)*

**Seller: Hotel Château Belá s.r.o. based in Belá 1, 943 53 Belá, CRN: 43 999 174.**

**I hereby announce/we announce (\*) that I/we withdraw (\*) from the contract for these goods/from the contract for the provision of this service (\*) : .....**

Date of order/date of acceptance (\*) .....

Name and surname of the consumer(s) (\*) .....

Address of the consumer(s) (\*) .....

Signature of the consumer(s) (\*) (only if this form is submitted in paper form)

(\*) Cross out if not applicable.

In ....., dated .....

Signature