

## Terms and Conditions

Terms and conditions of BIOM-R s.r.o. for the sale of goods through the online shop located at [www.aweage.sk](http://www.aweage.sk).

### I. Introductory provisions

1. **BIOM-R, s. r. o.**, with registered office at **Nad lúčkami 41, 841 05 Bratislava, ID No.: 36 666 092**, registered in the Commercial Register maintained by the Municipal Court Bratislava III, Commercial Register for the District of the Regional Court in Bratislava, Section Sro, Insert No. 41958/B (hereinafter referred to as the "Seller"), (hereinafter referred to as the "Online Shop"). The Online Shop is operated by the Seller on the website [aweage.sk](http://aweage.sk) (hereinafter referred to as [aweage.sk](http://aweage.sk) "Website"), through a web interface (hereinafter referred to as the "Store Web Interface").

2. Seller's contact details are:

**Delivery address: BIOM-R, s. r. o., Nad lúčkami 41, 841 05 Bratislava**

**Email address: [info@aweage.sk](mailto:info@aweage.sk)**

**Telephone number: +421 915 626 699**

**Bank: Tatra banka, a.s.**

**Account number: 2943200138/1100**

**Account currency: EUR**

**BIC (SWIFT): TATRSKBX**

**IBAN: SK7411000000002943200138**

(hereinafter referred to as the "Seller's Account")

### II. Subject matter and nature of the terms and conditions

1. These terms and conditions (hereinafter referred to as "Terms and Conditions") are issued in accordance with the provisions of § 1751 et seq. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "CC"), and form an integral part of all purchase contracts (contracts for the supply of goods) concluded between the Seller and another natural or legal person (hereinafter referred to as the "Buyer") through the online store (hereinafter referred to as the "Purchase Contract").
2. The Terms and Conditions further define and regulate the mutual rights and obligations of the parties arising in connection with or on the basis of the purchase contract concluded through the online store, and in connection with the use of the website by the buyer. The Terms and Conditions do not apply in cases where the Buyer is acting in the course of his business or profession when concluding the Purchase Contract.
3. The contract of sale and the terms and conditions are drawn up in Slovak language. The Purchase Contract may only be concluded in the Slovak language and only the Slovak version is binding; translations into other languages are for informational purposes only.
4. The Buyer gives his/her express consent to the sending of information related to the Seller's goods, services or business, and to the sending of any commercial communications of the Seller, in particular within the meaning of Act No. 480/2004 Coll., on certain information society services, as amended, through his/her postal address, address, telephone number, through

automated dialling devices, by fax or other similar means, including telemarketing. The Buyer may withdraw this consent in writing at any time.

### III. User account

1. By registering the Buyer on the Website, the Buyer can access his/her user interface on the Website from which he/she can order goods (hereinafter referred to as the "User Account"). The Shop's web interface allows the Buyer to order goods without registering the Buyer on the Website, directly from the Shop's web interface.
2. When registering on the website and/or ordering goods according to Article 3.1, the Buyer is obliged to provide all the required data correctly, completely and truthfully. The Buyer is obliged to update the data provided in the user account upon any change. The Buyer's data provided in the user account and/or when ordering goods pursuant to Article 3.1 shall be deemed correct by the Seller.
3. Access to the user account is secured by a username and password. The Buyer is obliged to maintain confidentiality regarding the information necessary to access the user account and also acknowledges that the Seller shall not be liable for any breach of this obligation by the Buyer, in particular for any possible damage or harm that may arise to the Buyer as a result thereof.
4. The Buyer must not allow third parties to use his individualised user account.
5. The Buyer acknowledges and expressly agrees that the Seller shall be entitled to terminate the Buyer's User Account at any time, in particular if the Buyer does not use his/her User Account for a period of one (1) year, or if the Buyer breaches his/her obligations under the Purchase Agreement (including the Terms and Conditions).
6. The Buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the Seller's hardware and software equipment, or the necessary maintenance of hardware and software equipment of third parties.

### IV. Conclusion of the purchase contract

1. The web interface of the shop contains an overview of the goods offered for sale by the seller, including the price of each item and the value added tax and all other related taxes and fees.
2. The list of goods proposed for sale by the Seller does not constitute an offer by the Seller within the meaning of Section 1732 CC, and the Seller is not obliged to conclude a contract of sale in respect of such goods. This is without prejudice to the possibility of the Seller to conclude a contract of sale with the Buyer on individually agreed terms and conditions. The Buyer that the Seller is not obliged to conclude a contract, in particular with persons who have previously substantially breached their obligations towards the Seller.
3. Goods, including their prices, are only available for the period of time they are displayed on the web interface of the store. In the event that the ordered goods are no longer available or are no longer being delivered or produced, the Seller will immediately contact the Buyer for

in order to negotiate further action (e.g. replacement of the ordered goods by another, cancellation of the order, etc.); the Seller may also proceed to the rejection and cancellation of the order.

To order goods, the buyer fills in the order form in the web interface of the shop. The order

4. form contains in particular information about:
  1. ordered goods (the ordered goods are "inserted" by the buyer into the electronic shopping cart of the web interface of the store);
  2. the method of payment of the purchase price of the goods;
  3. the requested method of delivery of the goods ordered; and
  4. the costs associated with the delivery of the goods (hereinafter collectively referred to as the "Order").
5. Before sending the order to the Seller, the Buyer is allowed to check and confirm the data entered by the Buyer in the order, including with regard to the Buyer's ability to detect and correct errors made when entering data into the order. Before sending the order, the Buyer shall confirm his/her acquaintance with and acceptance of the Terms and Conditions by ticking the option "I have acquainted myself with and accept the Terms and Conditions". The text of the applicable terms and conditions is directly accessible to the buyer via the link next to the "I have read and agree to the terms and conditions" option. The Buyer sends the order to the Seller by clicking on the "Send order with payment due" button. The information provided in the order is considered correct by the Seller. Immediately upon receipt of the order, the Seller shall confirm such receipt to the Buyer by e-mail to the Buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "Buyer's e-mail address").
6. The Seller is always entitled, depending on the nature of the order (quantity of goods, amount of the purchase price, estimated shipping costs), to ask the Buyer for additional confirmation of the order in an appropriate manner (for example, in writing or by telephone). If the Buyer refuses to confirm the order in the requested manner, the order shall not be considered an offer to conclude a purchase contract and shall not be taken into account.
7. The Buyer acknowledges and expressly agrees that the display of the Goods on the web interface of the Shop is for illustrative and indicative purposes only, and the Seller may deliver the Goods in any design.
8. The purchase contract between the Seller and the Buyer is concluded at the moment of receipt of the Buyer's order (acceptance) by the Seller. The Seller shall send a confirmation of the conclusion of the Purchase Contract to the Buyer's address.
9. The Purchase Contract, including the Terms and Conditions, is archived by the Seller in electronic form and is not accessible.
10. The Buyer agrees to the use of remote means of communication in the conclusion of the Purchase Contract. The costs incurred by the Buyer in using remote means of communication in connection with the conclusion of the purchase contract (costs internet connection, costs of telephone calls) shall be borne by the Buyer himself.

## V. Price of goods and payment terms

1. The price of the goods and any costs associated with the delivery of the goods under the Purchase Contract may be paid by the Buyer to the Seller in the following ways:
  - 1.in cash on delivery at the place specified by the buyer in the order;
  - 2.cashless payment by credit card on delivery at the place specified by the buyer in the order;
  - 3.by wire transfer to the Seller's account;
  - 4.cashlessly via payment or other third party systems listed on the Website;
  - 5.cashless by credit card.
2. Detailed payment terms are available on the [Shipping and Payment](#) website form an integral part of the Terms and Conditions. \_\_\_\_\_
3. Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the delivery of the goods in the agreed amount. Unless expressly stated otherwise, the purchase price shall also include the costs associated with the delivery of the goods.
4. In case of payment in cash or cash on delivery, the purchase price is payable upon receipt of the goods. In the case of non-cash payment, the purchase price is payable within seven (7) days from the conclusion of the purchase contract.
5. In the case of non-cash payment by bank transfer, the buyer is obliged to pay the purchase price of the goods together with the variable symbol of the payment. In the case of a non-cash payment, the Buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the Seller's account.
6. In the case of an international transaction, the sender's bank (in this case the buyer) may charge additional transaction fees. The seller does not assume responsibility for these fees and will only ship the package if the full amount is paid.
7. The Seller shall be entitled, in particular in the event that there is no additional order confirmation by the Buyer pursuant to Article 4.6, to demand payment of the full purchase price before the goods are dispatched to the Buyer.
8. Any discounts on the price of the goods granted by the Seller to the Buyer cannot be combined with each other.
9. If it is customary in the commercial relationship or if it is provided for by generally binding legal regulations, the Seller shall issue a tax document - an invoice - to the Buyer in respect of payments made on the basis of the Purchase Contract. The Seller is a payer of value added tax. The tax document - invoice shall be issued by the Seller to the Buyer after payment of the price of the goods and sent in electronic form to the Buyer's e-mail address, or delivered in printed form, together with the delivered goods.
10. According to the Act on sales records, the seller is obliged to issue a receipt to the buyer. At the same time, he is obliged to register the sales received with the tax administrator online; in case of technical failure, then within 48 hours at the latest. The receipt does not have to be registered if the buyer has chosen the payment method of bank transfer.

## VI. Withdrawal from the contract of sale

1. The Buyer has the right to withdraw from the Purchase Contract without giving any reason in accordance with Section 1829(1) of the Civil Code within fourteen (14) days. The said period shall run from:
  1. acceptance of the goods by the buyer or a third party (other than the carrier) designated by the buyer;
  2. acceptance of the last delivery of the goods by the buyer or a third party (other than the carrier) designated by the buyer, if several types of goods are the subject of the delivery; or the delivery of several parts; or
  3. acceptance of the first delivery of the goods by the buyer or a third party (other than the carrier) designated by the buyer, if the subject matter is a regular recurring delivery of goods.
2. When exercising the right of withdrawal from the purchase contract, the buyer must inform the seller of his withdrawal in writing (postal address: BIOM-R, s. r. o, Nad lúčkami 41, 841 05 Bratislava, e-mail address: info@aweage.sk) in the form of unilateral legal action by sending an e-mail from the Buyer's e-mail address to info@aweage.sk with the following text: "I hereby unilaterally withdraw from the purchase contract No. [\*\*\*] concluded on the basis of order No. [\*\*\*] dated [ \* \* \* ] and demand a refund of the amount paid for the goods." stating the date, full name and address of the buyer.
3. In order to comply with the withdrawal period, it is sufficient to send the withdrawal before the expiry of the relevant period. The Seller shall issue the Buyer with a written confirmation of receipt of withdrawal notice without undue delay and shall contact the Buyer to confirm the further procedure.
4. If the Buyer withdraws from the Purchase Contract, the Seller shall return to the Buyer without undue delay, no later than fourteen (14) days from the date on which the Seller receives the notice of withdrawal, all monies received from the Buyer, including delivery costs (except for additional costs incurred as a result of the Buyer's choice of a delivery method other than the cheapest standard delivery method offered by the Seller). The Seller shall refund the monies received in the same manner as that used by the Buyer to effect the initial transaction; the Seller shall only refund in a different manner if the Buyer has agreed to do so and if no additional costs are incurred by the Buyer in doing so.
5. The Seller will refund the payment only after receipt of the returned goods.
6. The Buyer undertakes to return the goods to the Seller without undue delay, no later than within fourteen (14) days from the date of withdrawal from the contract, or to hand them over to BIOM-R, s. r. o., Nad lúčkami 41, 841 05 Bratislava. The time limit is deemed to have been observed if the buyer sends the goods back before the expiry of fourteen (14) days. This is without prejudice to Article 6.5.
7. The buyer bears the costs of returning the goods.
8. The Buyer shall be liable to the Seller only for any diminution in the value of the Goods resulting from handling the Goods in a manner other than that which is to acquaint the Buyer with the nature and characteristics of the Goods, including their functionality. If the returned goods are in

damaged, worn out or partially consumed in violation of the preceding sentence, the Seller shall be entitled to compensation against the Buyer for the damage caused to the Buyer. The Seller is entitled to unilaterally offset the claim for payment of the damage against the Buyer's claim for reimbursement of the purchase price.

9. The Buyer that the Purchase Contract cannot be withdrawn from for the reasons set out in § 1837 CC. Thus, inter alia, the contract for the delivery of (i) goods which have been modified according to the wishes of the buyer or for the buyer's person, (ii) goods which are as well as goods which have been irretrievably mixed with other goods after delivery, cannot be withdrawn from the contract, and (iii) Goods in closed packaging which the Buyer has removed from the packaging and cannot be returned for hygiene reasons.
10. If gifts are provided by the Seller together with the goods, the gift contract between the Seller and the Buyer is concluded with the that if the Buyer's right of withdrawal under Article 6.1 is exercised, the gift contract shall cease to have effect. In such a case, the Buyer is obliged to return all gifts given to him in connection with the contract together with the returned goods.

## VII. Transport and delivery of goods, transport costs

1. A full overview of the possible delivery methods, shipping and packaging costs and estimated shipping and delivery dates is available on the [Shipping and Payment](#) website and forms an integral part of the Terms and Conditions. The Buyer shall make the choice of the method of delivery before placing the order according to Article 4.5. The above terms and conditions apply only to the delivery of the goods within the Slovak and Czech Republic.
2. In the event that the method of transport is agreed upon at the Buyer's request, the Buyer shall bear any additional costs associated with this method of transport. The Seller may refuse the chosen method of transport if the transport conditions or circumstances would not be in accordance with the conditions stated on the goods. In such case, the Seller shall notify the Buyer of the proposed suitable method of carriage.
3. If the Seller is obliged under the contract of sale to deliver the goods to the place specified by the Buyer in the order, the Buyer is obliged to take delivery of the goods upon delivery. If the Buyer fails to take delivery of the goods on delivery, the Seller shall be entitled to claim reimbursement from the Buyer for the costs of transport, packing, dispatch and return transport, or the Seller shall be entitled to withdraw from the contract of sale. The Seller shall be entitled to unilaterally set off the refund against the Buyer's claim for a refund of the purchase price in the event of withdrawal from the contract of sale.
4. In the event that for reasons on the part of the Buyer it is necessary to deliver the goods repeatedly or in a different manner than specified in the order, the Buyer is obliged to pay the costs associated with the repeated delivery of goods or the costs associated with another method of delivery.
5. Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in the event of any defects immediately notify the carrier. In the event of encountering any damage to the packaging indicative of tampering, the buyer may not accept the shipment from the carrier. By signing the delivery note the buyer

confirms that the packaging of the consignment containing the goods was intact and that any claim regarding the packaging damage will be disregarded.

6. Further rights and obligations of the parties in the carriage of the goods may be regulated by the Seller's Special Conditions of Delivery, if issued by the Seller.

#### VIII. quality, liability for defects and service

1. The rights and obligations of the contracting parties regarding the seller's liability for defects, including the seller's warranty liability, are governed by the relevant generally binding regulations (in particular the provisions of § 2158 et seq. of the CC).
2. The Seller shall be liable to the Buyer that the goods are free from defects upon receipt. In particular, the seller is liable to the buyer that at the time the buyer took delivery of the goods,
  - 1.the goods have the characteristics between the parties and, in the absence of agreement, such characteristics as the seller or the manufacturer has described or the buyer has come to expect in view of the nature of the goods and on the basis of the advertising carried out by them;
  - 2.the goods are fit for the purpose for which the seller states they are to be used or for which goods of that kind are usually used;
  - 3.the goods correspond in quality or workmanship to the agreed sample or specimen, the quality or workmanship has been determined according to the agreed sample or specimen;
  - 4.is the goods in the corresponding quantity, measure or weight;
  - 5.the goods comply with requirements.
3. In the that the goods do not have the characteristics set out in Article 8.2, the Buyer has the right to demand that the Seller without undue delay restore the goods to a condition corresponding to the contract of sale, either by repairing the goods free of charge or by delivering new goods without defects, unless this is unreasonable in view of the nature of the defect, according to the Buyer's request. The Buyer shall also have the right to delivery of new goods in the event of a repairable defect, unless the goods cannot be properly used due to the recurrence of the defect after the repair or due to a greater number defects, in which case the Buyer shall also have the right to withdraw from the contract of sale. If the above procedure is not possible or if it is not applied by the buyer, the buyer may demand a reasonable discount on the price of the goods; the buyer also has the right to a reasonable discount if the seller cannot deliver new goods free of defects or repair the goods, as well as the seller fails to remedy the defect within a reasonable time or if remedying the defect would cause the buyer considerable difficulties. On delivery of the new goods, the Buyer shall return to the Seller, at the Seller's expense, the goods originally delivered.
4. The Buyer is entitled to exercise the right to claim for any defect that occurs in the goods within twenty-four (24) months from the date of receipt. If the period of time during which the goods may be used is indicated on the goods sold, on their packaging, in the instructions accompanying the goods or in the advertisement in accordance with other legislation, the provisions of the warranty of workmanship shall apply. The warranty period runs from the handover of the goods to the buyer; if the goods have been dispatched pursuant to the contract of sale, it runs from the delivery of the goods to the place specified in the order.
5. The right of defective performance does not belong to the buyer, unless the buyer knew about the defects before taking over the goods or caused them himself. Rights from defective performance cannot be exercised in the following circumstances:
  - 1.if it is marked on the product, its packaging or instructions in accordance with specific the legal period of , the warranty period shall expire on the expiry of this period;

2. if the warranty period for the claimed goods has expired before the date of the claim;
  3. the defect was caused by failure to comply with the manufacturer's instructions;
  4. the defect was caused by improper handling or neglect of goods;
  5. the defect has been caused by unauthorised interference with the goods;
  6. goods have been damaged by the elements.
6. The Buyer's rights arising from the Seller's liability for defects, including the Seller's warranty liability, shall be asserted by the Buyer without undue delay after the discovery of defects at the Seller's address: BIOM-R, s. r. o., Nad lúčkami 41, 841 05 Bratislava (the place for sending the claimed goods) or by e-mail at: info@aweage.sk. When sending the claimed goods, the Buyer shall draw up a claim letter and send the duly completed and signed claim letter together with the claimed goods and a copy of the proof of purchase of the goods in the usual way to the Seller's address above. In the event of a legitimate complaint of goods, the Seller shall be obliged to reimburse the Buyer for the costs reasonably incurred in transporting the goods complained of to the Seller.
  7. The Seller shall send the Buyer a written confirmation of the claim immediately after it has been made to the Buyer's e-mail address, indicating the time and subject of the claim and the required method of handling the claim. The moment when the Seller receives the claimed goods from the Buyer shall be deemed to be the moment when the claim is made. The Seller shall inform the Buyer of the settlement of the claim by e-mail to the Buyer's e-mail address and, where applicable, by telephone. The complaint report shall be delivered to the Buyer no later than within the time limit set by generally binding legislation for the settlement of the complaint, most often together with the goods that were the subject of the complaint, and indicating the date and manner of settlement of the complaint, including confirmation of the repair and the total duration of the complaint. In the event that no goods are sent to the Buyer as part of the claim process, the claim report will be sent to the Buyer by email to the Buyer's email address.
  8. In the event that an incomplete order is delivered to the Buyer, the Buyer is obliged to inform the Seller immediately. If he fails to do so, he runs the risk that a later claim will not be acknowledged. A claim for an incomplete shipment may be made by e-mail to: info@aweage.sk or by telephone to the Seller.

#### IX. Other rights and obligations of the Parties

1. The buyer acquires ownership of the goods by paying the full purchase price of the goods.
2. The Buyer agrees that the Seller is entitled to fulfil the obligations under the Purchase Contract (including the delivery of the Goods) through third parties, in particular through the persons referred to in Article 10.5.
3. The Buyer is not entitled to use mechanisms, software or other procedures that could have a negative impact on the use of the web interface of the shop.

impact on the operation of the web interface of the shop. The web interface of the shop may only be used to the extent that is not detrimental to the rights of other customers of the seller and that is in accordance with its purpose.

4. The Seller is not bound by any codes of conduct in relation to the Buyer within the meaning of Section 1826(1)(e) CC.
5. The Buyer acknowledges that the Seller shall not be liable for any errors resulting from third party interference with the Website or from use of the Website contrary to its intended use. The Seller warns that the information on the Website is partly taken from third parties and may contain factual and technical inaccuracies or typographical errors and may be updated without prior notice. The Seller cannot therefore unconditionally guarantee the accuracy of the content of the website. The Seller shall not be liable to any other party for damages caused by the use of information from the online shop or the website.
6. The Buyer agrees to the storage of cookies on his/her computer. Cookies are small files used by the provider and advertisers displayed on the website to recognise the user's computer when interacting with the website and to subsequently use some of the 's functions. In the that a purchase can be made on the and the seller's obligations under the purchase contract can be fulfilled without the storage of cookies on the buyer's computer, the buyer may withdraw the consent under the previous sentence at any time.

#### X. Privacy Policy

1. The Buyer shall ensure full protection of the Buyer's data. The Buyer's personal data is confidential and is processed only for the purpose of processing the order and for sending information and business notifications pursuant to Article 2.4. The protection of the Buyer's personal data, who is a natural person, is provided by Act No. 101/2000 Coll., on the Protection of Personal Data, as amended.
2. Buyer consents to the collection, storage and processing of the following personal data: name and surname, academic degree, residential address, delivery address, identification number, tax identification number, e-mail address, telephone number and information about purchases made by Buyer (hereinafter collectively referred to as "Personal Data").
3. The Buyer agrees to the processing of personal data by the Seller to the extent necessary for the purposes of exercising the rights and obligations under the Purchase Contract (e.g. distribution of goods, payment transactions, billing, etc.), for the purposes of maintaining the user account and for the purposes of sending information and commercial notifications to the Buyer. This is without prejudice to the Seller's obligations regarding the processing of personal data under the Medicines Act or other applicable legislation.
4. The Buyer that he/she is obliged to provide his/her personal data (during registration, in his/her user account, when placing an order from the web interface of the shop) correctly, completely and truthfully and that he/she is obliged to inform the Seller without undue delay about any change in his/her personal data.

5. The Buyer expressly agrees that the Seller may entrust the processing of the Buyer's personal data to a third party as a processor, to the extent necessary to fulfil the purpose of the processing of personal data. Except for persons arranging distribution and transport of goods, payment transactions, representing the Seller or otherwise protecting the Seller's interests in connection with the sale of goods and members of the Seller's concern, and except as provided for by applicable law, personal data shall not be transferred by the Seller to third without the Buyer's prior consent, and the Buyer expressly consents to the transfer of the personal data for processing to persons arranging the Seller's performance of its obligations under the Purchase Agreement.
6. Personal data will be processed for an indefinite period of time. Personal data will be processed in electronic form in an automated manner or in hard copy form in a non-automated manner.
7. The Buyer confirms that the personal data provided is accurate and that he/she has been advised that this is a voluntary provision of personal data.
8. In the event that the buyer believes that the seller or processor is carrying out processing of his personal data that is contrary to the protection of the buyer's private and personal life or contrary to the law, in particular if the personal data is inaccurate with regard to the purpose of their processing, may:
  1. Ask the seller or the processor for clarification; and
  2. require the seller or processor to remedy the situation. In particular, this may involve blocking, rectifying, supplementing or destroying the personal data. If the Buyer's request pursuant to the preceding sentence is found to be justified, the Seller or Processor shall rectify the defective condition without delay. If the seller or processor does not comply with the request, the buyer has the right to contact the Data Protection Authority directly. This provision is without prejudice to the right of the buyer to address his complaint directly to the Data Protection Authority.
9. If the buyer requests information about the processing of his/her personal data, the seller is obliged to provide him/her with this information. The Seller shall be entitled to charge a reasonable fee for the provision of the information pursuant to the preceding sentence, not exceeding the costs necessary for the provision of the information.

## XI. Delivery

1. Unless agreed, all correspondence relating to the Purchase Contract must be delivered to the other party in writing by electronic mail, in person or by registered mail via a postal service provider (at the sender's option). The Buyer shall be delivered to the electronic mail address indicated in his user account or for orders according to article 3.1.

## XII. Common, transitional and final provisions

1. Applicable law and jurisdiction: The rights and obligations arising out of or in connection with the Purchase Contract, including non-contractual liability, shall be governed by Slovak law. The court having jurisdiction to settle any disputes shall be the court designated under the general

binding legislation. This is without prejudice to the consumer's rights under generally applicable law.

2. Out-of-court handling of complaints: buyer complaints are not subject to special out-of-court review or other dispute resolution.
3. Separability and form: If any provision of the contract of sale or the terms and conditions is or becomes invalid or ineffective, the invalid provisions shall be replaced by a provision whose meaning is as close as possible to that of the invalid provision. The invalidity or ineffectiveness of one (1) provision shall not affect the validity of the other provisions. Amendments to the contract of sale or the terms and conditions shall be in writing. Change of
4. Circumstances: both parties assume the risk of a change of circumstances, and the provisions of Sections 1765(1) and 1766 CC shall not apply.
5. Disproportionate reduction: the Buyer declares that he is aware of the actual value of the performance provided and agrees unconditionally to the agreed price of the performance.
6. In case of doubt, the seller's records shall prevail: In case of doubt as to whether the goods have been delivered or whether any other action (call, sending an electronic or fax message, call, reminder, etc.) has been carried out, the statement from the seller's system or the seller's respective service provider shall be decisive.
7. Validity of existing contractual relations: the Seller may amend, supplement or cancel the Terms and Conditions. All legal relations established between the Seller and the Buyer prior to the entry into force of these Terms and Conditions shall remain in force, shall be considered in their totality as a contract of sale and shall be by the Terms and Conditions in the relevant wording.
8. Express acceptance: the Buyer hereby expressly accepts the following provisions of the Terms and Conditions: articles 2.3, 2.4, 2.5, 3.5, 4.2, 4.5, 4.6, 4.7, 4.8, 5.1, 6, 7.1, 7.2, 7.3, 8, 9.1, 9.5, 10 and Article 12.
9. Acceptance of the terms and conditions: the full and complete content of the potential purchase contract is decisive for the seller and the acceptance of the terms and conditions by the buyer is a prerequisite for the conclusion of the purchase contract. This does not exclude the possibility for the Seller to conclude a contract of sale with the Buyer on individually agreed terms and conditions.
10. Buyer's Declaration on the Terms and Conditions: the Buyer hereby declares that he has fully acquainted himself with the contents of the Terms and Conditions and the meaning of the individual arrangements before placing an order pursuant to Article 4.5, and that all arrangements of the Terms and Conditions are clear, comprehensible, transparent and legible for the Buyer without particular difficulty or restriction, and that they have been communicated to him in an understandable and clear manner.
11. These terms and conditions come into force on 1 January 2025.

In Bratislava on 1.1. 2025  
BIOM-R s.r.o.