

General Terms and Conditions of The Flame, s.r.o.

I. Basic Provisions

These General Terms and Conditions (hereinafter referred to as "GTC") govern the relationship between the contracting parties, where, on one hand, there is the company The Flame, s.r.o., Business ID: 46 126 376, with its registered office at Papierenská 3957/4, 058 01 Poprad, registered in the Commercial Register of the District Court Prešov, as the seller (hereinafter referred to as the "seller" or "The Flame, s.r.o.") and, on the other hand, the buyer, who may be a consumer (hereinafter referred to as the "buyer"). Further information about the seller is provided on The Flame, s.r.o.'s website.

The buyer can be either a consumer or a business entity.

A consumer is defined as a natural person who, when entering into and performing a consumer contract, does not act within the scope of their business or other entrepreneurial activity. Legal relationships between the seller and the consumer, not explicitly regulated by these GTC, are governed by the relevant provisions of Act No. 40/1964 Coll., the Civil Code, as well as related regulations.

A business entity is defined as:

- A person registered in the commercial register,
- A person conducting business based on a trade license,
- A person conducting business based on other than a trade license, according to specific regulations,
- A person engaged in agricultural production and registered in accordance with specific regulations.

For the purposes of these GTC, **a business entity** also includes anyone conducting their business activity based on a legal regulation. If the Buyer provides their identification number (Business ID) in the order, they acknowledge that the rules specified in these GTC for business entities apply to them.

Legal relationships between the seller and a buyer who is a business entity, not explicitly regulated by these GTC or the contract between the seller and the buyer, are governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, as well as related regulations. In case of any discrepancies between the GTC and an individual contract, the contract text prevails.

By placing an order, the buyer confirms that they have familiarized themselves with these GTC, which include the complaint procedure, the terms of the ordered service, and that they agree to them in their current and effective form at the time of submitting the order.

A copy of the GTC will be provided to the buyer upon request as an attachment to the order confirmation sent to the provided email address. The buyer is aware that by purchasing products offered in the seller's commercial offering, they do not acquire any rights to use registered trademarks, trade names, company logos, or patents of the seller or other companies, unless otherwise agreed in a specific contract. The buyer can download a copy of the GTC as an attachment from The Flame, s.r.o.'s website.

II.

Purchase of Goods and Services

Conclusion of the Purchase of Goods or Services:

If the buyer is a consumer, the proposal to conclude a purchase contract is the presentation of the offered goods by the seller on the website. The purchase contract is formed by the seller confirming the order and receiving the advance payment.

If the buyer is a business entity, the proposal to conclude a purchase contract is the submission of an order for goods by the business entity buyer, or the purchase contract itself is concluded at the moment when the seller delivers the binding acceptance of the buyer's proposal. The seller is not responsible for any errors in data transmission. The contract is concluded in the Slovak language.

The concluded contract is archived by the seller for a minimum of five years from its conclusion, but no longer than the period specified by the relevant legal regulations, for the purpose of successful fulfillment, and is not accessible to third parties. Information about the individual technical steps leading to the conclusion of the contract is apparent from these terms and conditions, where this process is clearly described. The buyer has the opportunity to check and, if necessary, correct the order before sending it. Based on long-term customer experience, The Flame, s.r.o. non-bindingly recommends to the buyer related popular and recommended services for selected goods, which the buyer can easily remove from the order. These GTC are available on The Flame, s.r.o.'s website, allowing for their archiving and reproduction by the buyer.

Costs for using remote communication means (phone, internet, etc.) to place an order are at the standard rate, dependent on the tariffs of telecommunication services used by the buyer.

If services are ordered by the consumer, they hereby consent to the provision of services before the expiration of the statutory withdrawal period.

Delivery of the Subject of Purchase:

The seller, under the purchase contract, undertakes to hand over the product to the buyer and enable them to acquire ownership rights to it, and the buyer undertakes to take over the product/service and pay the purchase price determined by the seller.

The seller reserves ownership rights to the item until full payment of the purchase price. The same rule applies in the case of the purchase of a service.

The seller will hand over to the buyer the item along with documents related to the item and allow the buyer to acquire ownership rights to the item in accordance with the applicable legal regulations related to the purchase of goods or services.

The seller fulfills the obligation to hand over the item to the buyer by allowing the buyer to handle the item at the place of performance and notifying them in a timely manner. If the seller is required to ship the item, they will hand over the item to the buyer – business entity by handing it over to the first carrier for transport to the buyer and allow the buyer to exercise their rights under the transport contract with the carrier.

The seller will hand over the item to the buyer – consumer only when the item is handed over to them by the carrier. The seller will deliver the subject of the purchase in the agreed quantity, quality, and design. If it is not agreed how the item should be packaged, the seller will package the item in accordance with customary practice. If there are no customs, the item will be packaged in a manner necessary for preserving the item and protecting it. In the same way, the seller will provide for the item's transport.

When the buyer pays the total purchase price of the purchased goods, the seller will dispatch it in accordance with the buyer's requirements specified in the order. The buyer – business entity hereby consents that instructions for using the purchased goods may not be provided in Slovak.

III. Security and Information

Protection Regarding the protection and processing of the buyer's personal data by the seller, the conditions of personal data protection, which are specified on The Flame, s.r.o.'s website, will be applied. Information about the obligations related to the protection of personal data can be downloaded from The Flame, s.r.o.'s website.

IV. Prices

All prices are contractual. The prices are final, including all other taxes and fees that the consumer must pay to obtain the goods. This does not apply to any charges for shipping and the like, the amount of which depends on the buyer's choice, distance, and method of delivery.

The buyer acknowledges that in the event they order goods at a price published in error due to an error in The Flame, s.r.o.'s internal information system, the selling company is entitled to withdraw from the purchase contract, even after the buyer has received an email confirming their order.

Examples of situations where a mistakenly published price may occur include:

- a) The price of the goods appears incorrect at first glance (e.g., it does not take into account the purchase price).
- b) The price of the goods contains a typographical error or an extra digit.
- c) The discount on the goods exceeds 25% without the goods being part of a special marketing campaign or clearance sale marked with a special symbol.

The Flame, s.r.o. reserves the right to declare the purchase contract as invalid if personal data has been abused, payment card abuse, or similar situations have occurred, or due to the intervention of an administrative or judicial authority. The buyer will be informed of such actions.

V. Ordering

The buyer will receive the goods at the price valid at the time of ordering. The consumer buyer has the opportunity to familiarize themselves with the total price before placing the order. The buyer acknowledges that there may be cases where no contract is concluded between the seller and the buyer, especially when the buyer orders goods at a price published in error due to an error in the seller's internal information system. In such a case, the seller informs the buyer of this fact.

The seller reserves the right to declare the purchase contract as invalid if personal data has been abused, payment card abuse, or similar situations have occurred, or due to the intervention of an administrative or judicial authority. The buyer will be informed of such actions. The complete ordering process is described in more detail in the "how to order" section.

VII.

Withdrawal from the Contract

Withdrawal from the contract by a consumer buyer:

In accordance with the provisions of § 7 of the Act on Consumer Protection in the Sale of Goods and the Provision of Services Based on a Distance Contract or a Contract Concluded Outside the Seller's Business Premises and on the Amendment of Certain Laws (Act No. 102/2014 Coll.), the consumer buyer has the right to withdraw from such a contract without stating a reason within 14 calendar days from the day of receiving the goods or from the conclusion of the service contract. To exercise this right, the buyer must send a withdrawal notice to the seller within the specified period. This right also applies in cases where the buyer ordered the goods online and personally picked them up at the seller's premises.

Withdrawal and the returned goods should be sent to the following address:

ZINGERLATKA Starpoint
Building, Partizánska 4447/102, 058 01 Poprad

The consumer buyer should return the goods no later than 14 days from the date of withdrawal from the contract, in their original condition, complete with all documentation, undamaged, clean, and, if possible, in the original packaging, in the condition and value in which the buyer received the goods. If the buyer withdraws from the contract within 14 days, the consumer must send the withdrawal notice to the email address of The Flame, s.r.o.

If the returned goods are incomplete or damaged, the seller may request compensation from the consumer buyer corresponding to the decrease in the value of the goods (in accordance with §10, paragraph (4) of the Act on Consumer Protection in the Sale of Goods and the Provision of Services Based on a Distance Contract or a Contract Concluded Outside the Seller's Business Premises and on the Amendment of Certain Laws). If the goods are consumable (e.g., handmade products, etc.), the buyer can withdraw from the contract only if the buyer returns the unused and undamaged goods in their original, unopened packaging.

The money for the returned goods will be refunded to the consumer buyer no later than 14 days from the date of receiving the goods and the notice of withdrawal from the purchase contract. In the case of custom-made goods, the buyer acknowledges that by using the product, they agree to its properties, design, and appearance, and therefore, they have no objections to the product.

Except for cases where withdrawal from the contract is explicitly agreed upon, the consumer cannot withdraw from contracts:

- a) for the provision of services (proposal of a product) if their provision has started with the express consent of the consumer and the consumer has stated that they have been properly informed that by giving this consent, they lose the right to withdraw from the contract after the full provision of the service, and if the service has been fully provided,
- b) for the sale of goods or the provision of services, the price of which depends on fluctuations in the financial market that the seller cannot influence and that may occur during the withdrawal period,
- c) for the sale of goods made to the consumer's specifications, goods made specifically for one consumer, or goods that are clearly personalized,
- d) for the sale of goods that are subject to rapid deterioration or spoilage,
- e) for the sale of goods sealed in protective packaging that is not suitable for return for reasons of health or hygiene, and the protective packaging has been broken after delivery,
- f) for the sale of goods that may become inseparably mixed with other goods due to their nature after delivery,
- g) for urgent repairs or maintenance requested by the consumer, provided that the consumer has expressly requested such services from the seller before the seller has begun performing them. This does not apply to contracts for services and contracts for the sale of goods other than spare parts needed for repairs or maintenance that were not ordered in advance by the consumer during the seller's visit, and
- h) if the subject of the purchase contract is a gift voucher that was selected by the

consumer from protective packaging (e.g., an envelope).

If the consumer decides to withdraw within the specified period, we recommend that the buyer return the goods to the seller's address along with a cover letter (reason for withdrawal is not mandatory), the purchase receipt number, and indicate whether the refund will be made in cash or credited for future purchases.

The consumer acknowledges that if they withdraw from the contract, they will bear the costs of returning the goods to the seller, and if they withdraw from a distance contract, they will also bear the costs of returning the goods that, due to their nature, cannot be returned by mail.

Withdrawal from the contract by a business buyer:

The business buyer may be allowed to withdraw from the purchase contract by The Flame, s.r.o. within a 14-day period. If the business buyer is allowed to withdraw from the purchase contract within fourteen days, the buyer acknowledges that the refunded purchase price may be reduced by the amount by which the value of the goods has decreased. In the event that the buyer is a business entity, an alternative withdrawal from the purchase contract may be offered depending on the condition of the returned goods, warranty, and the current price of the returned goods. The condition of the goods is assessed by the seller. In case of disagreement on acceptable conditions for both parties, the goods will be returned at the expense of the seller. The seller is entitled to charge the buyer for any additional costs incurred.

If the business buyer is allowed to withdraw from the purchase contract within fourteen days and the returned goods are not in their original packaging with all its parts and accessories, the buyer acknowledges that The Flame, s.r.o. reserves the right to charge the buyer for such a return, in an amount that will compensate The Flame, s.r.o. for the necessary expenses incurred to return the goods to sale. When issuing a credit note, the buyer (both consumer and business buyer) may be required to present an identity card for the purpose of protecting the buyer's ownership rights. By presenting their ID, the buyer agrees to the processing of personal data (in accordance with Act No. 18/2018 Coll., on the Protection of Personal Data).

Withdrawal from the contract by The Flame, s.r.o. in case of a price error:

Except for cases stipulated by law, The Flame, s.r.o. is entitled to withdraw from the contract in case of an obvious error in the price of the goods. Withdrawal from the contract under this point is possible within 14 days from the day following the

day of the conclusion of the purchase contract between the Buyer and The Flame, s.r.o., by The Flame, s.r.o. canceling the order or in any other way notifying the Buyer that The Flame, s.r.o. is withdrawing from the contract. If the Buyer has already paid at least part of the purchase price of the goods, this amount will be transferred back to the Buyer's bank account no later than 14 days from the day following the day of the withdrawal from the contract by The Flame, s.r.o..

VIII. Delivery Conditions

Methods of Delivery:

The seller ensures or facilitates the following method of delivery: courier shipment. In case of force majeure or a failure of the information system of The Flame, s.r.o., the seller is not responsible for any delays in the delivery of the goods.

A business buyer is obligated to (this procedure is recommended for consumer buyers) immediately check the condition of the shipment (number of packages, box damage) together with the carrier upon delivery, according to the attached waybill. The buyer is entitled to refuse acceptance of a shipment that does not comply with the purchase contract, for example, if the shipment is incomplete or damaged. If the buyer accepts a shipment that has been damaged in this way from the carrier, it is necessary to describe the damage in the carrier's handover protocol.

An incomplete or damaged shipment must be reported immediately via email to The Flame, s.r.o., a damage report must be prepared with the carrier, and this report should be sent to the seller by email or mail without undue delay. Additional claims regarding the incompleteness or external damage of the shipment do not deprive the buyer of the right to file a claim, but they give the seller the opportunity to prove that there is no discrepancy with the purchase contract.

IX. Warranty Conditions

The warranty conditions for goods are governed by the Seller's Complaints Procedure and applicable laws of the Slovak Republic. The purchase receipt serves as the warranty certificate.

XI. Final Provisions

Any disputes between The Flame, s.r.o. and the Buyer can also be resolved through out-of-court methods. In such cases, a consumer buyer can contact an out-of-court dispute resolution entity, such as the Slovak Trade Inspection or use a designated mediator to resolve the dispute. The Seller recommends that the Buyer first contact The Flame, s.r.o. to resolve the situation before resorting to out-of-court dispute resolution.

These General Terms and Conditions are valid and effective from May 1, 2021, and supersede any previous versions of the Terms and Conditions. The Seller reserves the right to amend the Terms and Conditions without prior notice.