

General Terms and Conditions

of the company My Lux Paw s.r.o.

registered office at Vendelínska 51/49, 900 55 Lozorno,

Company ID 44 986 459, registered in the Business Register of the District Court

Bratislava I,

Section: Sro, Insert no.: 61861 / B /

Seller:

Business name:	My Lux Paw s.r.o.
Registered office:	Vendelínska 51/49, 900 55 Lozorno, Slovakia
Company ID:	44 986 459
VAT ID:	SK2022939743
e-mail:	info@myluxpaw.sk, info@myluxpaw.com
tel. no.:	+421 901 923 582
IBAN:	SK35 0200 0000 0039 4197 1259
e-shop:	www.myluxpaw.com

Registered in the Business Register of the District Court Bratislava I, Section: Sro, Insert no.: 61861 / B

The General Terms and Conditions (hereinafter "GTC") of My Lux Paw s.r.o., with its registered office at Vendelínska 51/49, 900 55 Lozorno, Slovak Republic, Company ID 44 986 459, registered in the Business Register of the District Court Bratislava I, Section: Sro, Insert no.: 61861/B (hereinafter "My Lux Paw") shall enter into force and effect on June 15, 2018.

My Lux Paw reserves the right to amend the GTC at their sole discretion. Changes to the GTC will be published on www.myluxpaw.com. Any amendments to the GTC shall not apply to orders placed before the GTC came into force and effect.

General provisions

The GTC shall govern purchases made with the online store www.myluxpaw.com.

The GTC further defines and clarifies the rights and obligations of My Lux Paw as the Seller and the Consumer - Buyer (hereinafter "Customer") when selling goods or providing services on the basis of a distance contract.

All contractual relations between My Lux Paw and the Customer are governed by Slovak law.

The Customer is a natural person, a consumer, acting in its own name and not on behalf of a company, within the scope of his employment or profession, who signs a contract with My Lux Paw.

The Seller is My Lux Paw s.r.o., with its registered office at Vendelínska 51/49, 900 55 Lozorno, Slovak Republic, Company 44 986 459, registered in the Business Register of the District Court Bratislava I, Section: Sro, Insert no.: 61861/B.

Distance contract shall mean a contract agreed upon and concluded between the Seller and the Customer exclusively by means of remote communication without the simultaneous physical presence of either the Seller or the Customer, in particular through the website and electronic means (hereinafter "Purchase contract").

By submitting an order, the Customer confirms that he has become acquainted with the GTC before signing the Purchase contract and that he expressly agrees with its valid and effective wording prior

placing the order.

Goods ordering

The Seller undertakes to inform the Customer on the following before placing the order:

- the essential description of the goods or the nature of the service provided,
- 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 service the price cannot be reasonably determined in advance, the way in which it is calculated,
- the cost of transport, delivery, postage and other costs and charges, or, where such costs and charges cannot be reasonably determined in advance, the Seller shall inform the Customer on the fact that such costs or charges may be charged to the total price;
- that the Purchase contract is concluded for an indefinite period, as well as the terms of termination.

Goods are ordered when they are put into the shopping cart and the order form is filled in. The filled in order placed based on the Seller's offer is considered a proposal to conclude a contract under the Civil Code. The order cannot be changed or modified after it is sent. A confirmation of the received order is automatically sent to the Customer via an e-mail. Attachment to this confirmation is the current version of the GTC, the withdrawal form from the purchase contract and the summary of the order.

Any additional information about the order is sent to the Customer's e-mail address, if necessary.

The Purchase contract is concluded following the order confirmation sent by the Seller.

The Seller has the right to cancel the order if he is not able to deliver the goods to the Customer within the time limit specified in the GTC or in the price stated in the online store if the ordered goods are sold out or unavailable, unless the Customer agrees to a substitute performance. The Customer is informed about the cancellation of the order by telephone or e-mail.

If the Buyer has already paid a part of or the full purchase price of the canceled order, this amount shall be refunded within 14 days of the order cancellation by wire transfer to a designated account or by a postal order.

Ownership of goods

Under the Purchase contract, the Seller undertakes to deliver to the Customer the goods that are the subject of the purchase and to allow him to acquire ownership of the goods, and the Customer undertakes to take over the goods and to pay the Buyer the purchase price.

The Seller reserves the right to goods. The Customer becomes the owner of the goods after the full purchase price is paid. The Seller undertakes to hand over the goods to the Customer together with the accompanying documents. The goods are formally handed over to the Customer at the moment the carrier delivers the goods to the Customer.

Delivery methods

The Seller ensures the delivery of the goods to the destination via the courier company or the Slovak Post. The delivery method is chosen by the Customer when placing the order.

In the order, the Customer provides contact information needed for the successful delivery of the goods, i.e. name, surname, phone number, delivery address, optionally e-mail address.

If the goods are in stock, the delivery time is from 2 to 14 days after receiving the order confirmation.

In the case of goods with engravings and goods not available in the warehouse, the delivery time may be longer (the Customer is informed of this fact without delay).

The Customer is informed when the goods are handed over to the courier.

Goods are considered to have been taken over by the Customer at the moment the Customer or a third party (other than the carrier) designated by the Customer takes over all parts of the ordered goods. Each package is accompanied by an original tax document (invoice) which also serves as a warranty certificate.

Ordered goods are delivered at the current prices of our contracted carriers without any additional costs. The Customer may choose delivery method and packaging!

Purchase Price and Payment Terms

The Seller informs the Customer that the Customer is obliged to pay for the ordered goods.

The purchase prices published on the website www.myluxpaw.com are inclusive of VAT and are final, unless the Customer has special requirements for editing the ordered goods.

The Customer may choose one of the following payment methods:

PAY BY CARD

The payment is conducted via the GoPay payment gateway. All credit card information is protected by the HTTPS protocol. The whole process runs outside of our e-shop. Upon payment, the Customer is redirected back to www.myluxpaw.com and receives order confirmation.

ELECTRONIC PAYMENT

The goods may be paid for by a bank transfer with automatically filled in payment details (amount, variable symbol) on the website of your bank. We do not come into contact with your data, we are only informed of the success or failure of the transaction.

PAY BY TRANSFER

The goods may be paid for by transferring the purchase price to our account SK35 0200 0000 0039 4197 1259. The payment details as well as order confirmation are sent to your e-mail. The variable symbol is the order number. Your order is shipped immediately after receiving the payment.

CASH ON DELIVERY

The Customer pays the purchase price for the goods upon their receipt directly to the carrier. Cash on delivery is only possible in the territory of the Slovak Republic.

In the case of specific customer requirements, like a special engraving, the purchase price is determined individually. The Customer is allowed to check it and then approve it.

In the event the Customer orders engraving of the goods, he is obliged to pay the purchase price for the goods to the Seller's account in advance (cash on delivery is not available in this case). The goods are sent to the production only after the purchase price is paid.

Withdrawal from the Contract

The Customer is entitled to withdraw from the Purchase contract without giving any reason within 14 days of receipt of the goods, i.e. from taking over the last delivery of goods if the order consists of

several parts. The withdrawal period is deemed to be maintained if the notice of withdrawal has been sent to the Seller on the last day of the granted period at the latest.

The customer may use a template to withdraw from the Purchase contract attached to the order confirmation.

The customer is not entitled to withdraw from the Purchase contract, the subject of which is the sale of goods made according to the specific requirements of the Customer, custom-made goods or goods specifically destined for the Customer.

If the Customer chooses to withdraw from the Purchase contract, the Seller shall refund the purchase price and other payments received from the Customer. The Seller refunds payments made to him using the same means of payment as the Customer has used in the original transaction, provided the Customer has not expressly stated otherwise.

If the Customer withdraws only from a part of the Contract, the Seller shall refund the purchase price of the returned goods.

The Seller shall refund the purchase price to the Customer only upon receipt of the returned goods or after the Customer proves that he has sent the goods back, whichever comes first.

The Customer is obliged to return the goods to the Seller without undue delay, no later than 14 days after the date of the withdrawal. The time period is deemed to have been observed if the Customer has sent the goods back on the last day of the period given.

Upon withdrawal from the Purchase contract, the Customer shall bear the direct costs of returning the goods. The Customer is responsible for the value reduction of the goods as a result of his handling of the goods other than necessary to ascertain the nature and characteristics of the goods, including their functionality.

In this case, the Seller reserves the right to unilaterally offset its claim for damages caused by the value reduction of the goods against the Customer's claim for refund of the purchase price.

Return policy

The Seller issues this Return policy to inform the Customer of the terms of claims and complaints, including the details where the Customer may claim or complaint, as well as of the warranty repairs in accordance with Art. 18 of the Act. no. 250/2007 Coll. on Consumer Protection and on the Act no. 372/1990 Coll. on Offenses as amended (hereinafter "Consumer Protection Act") and the relevant provisions of the Act. no. 40/1964 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

This Return policy is available to the Customer on the Seller's website at www.myluxpaw.com.

This Return policy shall come into force and effect on June 15, 2018.

The Customer has the right to claim only in the event **goods exhibit defects caused by the manufacturer, the Seller or carrier, are covered by the warranty and were purchased at the Seller**. In other cases, the Seller is not required to repair the damaged goods under the warranty. In the event that the Customer, upon notice of this fact, asks for a repair anyway, the Customer is required to pay the Seller the costs of servicing and repairing such goods.

The Seller is responsible for the defects of the goods at the time they are handed over to the Customer. For used items, the Seller is not responsible for defects caused by use or wear. For goods sold at a reduced price, the Seller is not responsible for defects due to which the goods have been sold at a reduced price.

The Seller is responsible for defects that occur during the warranty period.

Upon Customer's request, the Seller provides the Customer with a written warranty certificate,

otherwise it is sufficient if the Seller issues a proof of purchase to the Customer instead of the warranty certificate.

The Customer is obliged to check the goods immediately upon their receipt from the carrier. If a mechanical damage to the goods' packaging is found, the Buyer is required to check the condition of the goods and, in the event of damage, make a record of damage in the presence of the carrier. The carrier is responsible for damage that occurred during transport. On the basis of the completed record, the Customer is provided with a reasonable discount or is delivered a new product after the case has been examined and closed.

Complaints regarding mechanical damage to the goods which was not obvious when the shipment was received must be reported immediately upon its detection or immediately after the first use of the item. Later claims of this kind will only be accepted if the Customer demonstrates that the defects complained of occurred at the time of the receipt of goods.

Prior to first use, the Customer is required to review the warranty conditions, including the operating instructions, and follow these instructions thoroughly. The warranty does not apply to normal wear and tear of the item (or parts thereof). Therefore, a shorter product life cannot be considered a defect and cannot be claimed.

The Seller is not responsible for the following defects:

1. Mechanical damage to the product: breaking the chain, breaking the stone, scratching the product, deformation, missing stone caused by cracking the stone anchor, breaking the clasps, wrinkling of chains, rupture of the ring.
2. Damage caused by normal wear and tear: natural wear of hanging rings on hanging earrings, natural wear of rings on pendants, looping on chains, common wear of rhodium jewellery (such as the bottom part of white gold rings).
3. Goods damaged due to non-observance of the proper care instructions.
4. Claimed goods must be complete.

Duration of the warranty:

We provide a 24-month guarantee for all goods, unless stated otherwise. The warranty period begins on the date of receipt of the goods by the Customer. If necessary, we also arrange post-warranty service. Information on service points for warranty and post-warranty service can be provided upon request by telephone or e-mail.

Claiming procedure:

1. The Customer is required to fill in a claim form available on our page in the complaint section. The claim form shall include Customer's name and surname, address, tel. number, order number, date of receipt of the goods and the description of the claimed defect.
2. The Customer is obliged to send the Seller a copy of the invoice, which also serves as a warranty certificate (if applicable, the warranty certificate which was issued on request) and received with the ordered goods.
3. Place the claimed item in a plastic envelope available at any post office and send it as an insured letter.

The envelope should contain the following:

- the item (in the original packaging, if possible),
- completed claim form,
- a copy of the invoice, which also serves as warranty certificate, or a warranty certificate if issued on request.

All repairs of the lawfully claimed goods are free of charge during the warranty period. The Customer is not entitled to a free warranty service in case of unauthorized interference with the product during the warranty period by an unauthorized person. In such a case the Seller also reserves the right not to refund money for such goods and the right not to send a replacement item.

The Seller decides on the claim immediately, in complex cases within 3 business days. In justified cases, especially if a complex technical assessment of the item's condition is required, no later than 30 days after the date of the claim. After this period, the Customer has the right to withdraw from the Purchase contract or has the right to exchange the product for a new product.

The Seller is obliged to issue a written document about the claim procedure within 30 days from the date of the claim.

The Seller is required to process the claim and finish the claim procedure in one of the following ways:

1. handing over the repaired goods,
2. exchange the goods,
3. refunding the purchase price of the goods,
4. by paying an appropriate discount on the price of the goods,
5. rejecting the claim by giving a reason.

During the claim procedure the warranty period stops to run, thus, the warranty period is prolonged by the duration of the claim procedure. If the item claimed within the statutory warranty period has been replaced by a new item, then the warranty period begins to run from the date the complaint was settled.

If the Customer disagrees with the rejection of the claim, he may contact the Slovak Business Inspection (SBI). SBI is an authority of the internal market surveillance and consumer protection matters with a nationwide coverage. Any consumer disputes between the Seller and the Customer regarding the obligations arising from the Purchase contract concluded with regard to the online store www.myluxpaw.com may be dealt with out-of-court.

The subject of the out-of-court settlement of these disputes is the Slovak Business Inspection (www.soi.sk). Consumer disputes may be also solved at <https://webgate.ec.europa.eu/odr>. The Office for the Protection of Personal Data of the Slovak Republic oversees the regulations regarding personal data protection issues (<http://dataprotection.gov.sk/uouu/>).

The consumer protection supervisory authority is:

- Slovak Business Inspection, PO BOX 29, Prievozská 32, 827 99, Bratislava 27
- Assay Office of the Slovak Republic, Medená 93/10, 811 02 Bratislava – Staré Mesto

Final provisions

All legal relations between the Seller and the Customers are governed by the laws in force in the Slovak Republic. In matters not governed by the General Terms and Conditions, the relevant provisions of the Civil Code shall apply.

The name and surname of the person responsible for the operation of the e-shop and the contact e-mail address: Lukáš Karovič, e-mail: info@myluxpaw.sk, info@myluxpaw.com.

In Lozorno, on June 15, 2018