

## General Terms and Conditions Part I

1. These general terms and conditions (hereinafter referred to as "GTC") regulate the rights and obligations of the parties arising from the agreement between **Manna OM s.r.o.**, ID number: 54554608, with registered office: Tajovského 1759/7, 974 01 Banská Bystrica, Slovak Republic, registered in the Commercial Register of the District Court Banská Bystrica, Section: Sro, Insert number: 43543/S as a supplier of goods (hereinafter referred to as "Seller") and the buyer. The general terms and conditions are binding for all participants in the contractual relationship and are based on the generally binding legal regulations applicable in the Slovak Republic, in particular the Civil Code, Commercial Code and Consumer Protection Act. These general terms and conditions are available on the website <https://www.mannaom.com/> publicly available.
2. Buyer is a natural or legal person who has submitted to the Seller by e-mail or via the Seller's website a binding order for the delivery of Goods with an obligation to pay, which has been confirmed by the Seller. Buyer is a natural person, a natural person - an entrepreneur or a legal entity. For the purposes of the Act, in particular 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 outside the seller's business premises, as amended by subsequent legislation, a natural person who, when concluding and performing a consumer contract, does not act in the course of his business, employment or profession is considered a consumer.
3. Contracting parties are the seller and the buyer together, contracting party is each of the contracting parties.
4. These general terms and conditions in the version valid at the time the contract was concluded are part of the concluded contract. The contract is formed when the seller confirms the customer's order. The order form available on the website <https://www.mannaom.com/> contains the text of these general terms and conditions and by sending it, the customer confirms that he has become acquainted with the content of these general terms and conditions and accepts the application of these general terms and conditions to the contractual relationship concluded with Manna OM.
5. In the event that the Seller and the Buyer enter into a contract in which they agree on terms deviating from these GTC, the provisions of the contract shall take precedence over these GTC.
6. **Supervisory authority: Inspectorate of the Slovak Trade Inspectorate in Banská Bystrica for the Banská Bystrica district:**  
  
Dolná 46,  
  
97401 Banská Bystrica 1  
  
Tel.: 048/4124 969  
  
E-mail: [bb@soi.sk](mailto:bb@soi.sk)

## Part II. Order and Contract

1. The buyer places the order using the order form available on the website <https://www.mannaom.com/>. Before sending the paid order, the buyer declares that he has

become acquainted with these GTC, which he confirms by ticking of the box „confirmed“. The order becomes binding for the buyer when it is sent, i.e. it is an offer to conclude a purchase contract with the seller.

2. Information about the item name, item number, order quantity and item unit price is required for the correct and orderly processing of the order. Furthermore, the type of buyer (natural person/natural person-entrepreneur/legal person).
3. In the case of a legal person, the public body or its other employees or members are entitled to place orders if this is stipulated in the rules of procedure of the legal person or is customary in view of its professional classification. If these persons exceed their powers, the rights and obligations of the legal entity arise only if the legal act relates to the subject of the legal entity's activity and it is an excess of which the seller could not have known.
4. With the confirmation of the order by the seller, the order is considered accepted and a purchase contract is concluded between the customer and the seller, the subject of which is the delivery of the ordered goods.
5. By confirming the Seller's order, an electronic message from the Seller is sent to the Buyer's e-mail address provided by the Buyer in his order with information on the extent to which the acceptance of the Buyer's order is final. Confirmation of the order by the seller leads to the conclusion of a purchase contract, which can only be changed or supplemented by mutual agreement between the buyer and the seller, unless otherwise provided by law or other legal regulations. The order confirmation contains information on the name, specification and number of goods, the sale of which is the subject of the purchase contract, information on the price of the goods, information on the total amount, information on the expected delivery time of the goods, information on the selected place of delivery of the goods, information on the carrier, information to the seller or other necessary data. An electronic message from Seller not confirming, rejecting, or otherwise clearly not accepting Buyer's order constitutes rejection of Buyer's order.
6. In the event that the seller, despite best efforts, is unable to deliver the ordered goods or part of them within the delivery period, in particular because the goods are not produced, the ordered goods are not available from the manufacturer or in the supplier's external warehouse, the manufacturer has made serious changes that make it impossible to execute the order, or for reasons of force majeure, the seller reserves the right to withdraw from the purchase contract in whole or in part by sending an e-mail message to the buyer. The seller also has the right to withdraw from the purchase contract if the buyer has provided incorrect or misleading information in the order that cannot be verified, for example incorrect e-mail, telephone contact or incorrect or non-existent address of the buyer. If the buyer has already paid the purchase price for the ordered goods in whole or in part, the seller is obliged to return the part of the purchase price already paid to the buyer within 14 days to the bank account from which he paid the purchase price from the date of crediting the amount of money on the seller's account or from the day of withdrawal from the purchase contract, if the earlier day is decisive.
7. The seller is entitled to withdraw from the entire purchase contract if the buyer does not transfer the amount to the seller's account within 14 calendar days from the date of sending the preliminary invoice.

8. Withdrawal from the purchase contract will be sent electronically to the e-mail address of the contracting party.

### **Part III. Price, Penalty and Terms of Payment**

1. The prices valid on the day the contract is concluded always apply to all services rendered.
2. All the prices indicated for the goods are final prices, including the applicable VAT rate in accordance with the legislation currently in force and expressed in EURO currency.
3. The seller is bound by the price stated in the order confirmation.
4. The price of transport of the goods stated in the Seller's order confirmation is indicated with an indication of the applicable VAT rate in accordance with the legislation currently in force and in EURO currency. The buyer is aware of the amount of these fees when placing the order and by submitting the order he fully agrees to them.
5. The seller is not a VAT payer.
6. Payment of the price for the ordered goods is made on the basis of a preliminary invoice, unless otherwise agreed between the contracting parties, with a due date of 14 calendar days. The customer agrees that the advance invoice from the seller to the customer will be delivered electronically to the customer's e-mail address specified in the order form. Payment is only deemed to have been made when the corresponding amount has been credited to the seller's account.
7. Buyer acknowledges and accepts that he is obliged to pay the invoice/proforma invoice to the seller's account specified on the invoice/proforma invoice by the due date.
8. Unless otherwise agreed in the purchase contract, the goods are shipped by courier Direct Parcel Distribution SK s.r.o. , with registered office at Technická 7, Bratislava 821 04, ID number: 35 834 498, registered in the Commercial Register maintained by the District Court Bratislava I, section: Sro, insert number: 26367/B (hereinafter referred to as "DPD"), which ensures the transport of goods to the buyer only after the payment has been credited to the seller's account. The payment to the account in advance is made on the basis of a preliminary invoice, which contains the payment instructions displayed in the seller's order confirmation and is sent to the buyer by e-mail. The payment must be credited to the seller's account no later than the 14th calendar day after the seller has sent the order confirmation.
9. The goods remain the property of the seller until the purchase price has been paid in full. In the case of unpaid claims, the seller can demand the return of the goods.
10. In the event of late payment, the seller is entitled to charge the buyer, in addition to and in addition to the right to compensation, a contractual penalty for late payment of 0.05% of the unpaid amount for each day of late payment, if applicable at the statutory default interest rate.
11. Buyer shall not be entitled to set off any mutual claims against Seller, unless it is a claim recognized in writing by Seller or awarded to Buyer by a valid decision of a court or other competent authority.

#### **Part IV. Terms of Delivery**

1. The seller is obliged to deliver the goods to the buyer no later than within 10 weeks from the seller's order confirmation, unless a shorter period has been agreed between the contracting parties, but no earlier than within 3 days from the date of the seller's order confirmation to the buyer .
2. The delivery period in which the seller is obliged to deliver the goods to the buyer is specified in the seller's order confirmation for each item separately and means how many working days from the conclusion of the purchase contract the seller usually sends the specified item (handover to the carrier) and is dependent on the availability of the item from Seller's warehouse or Seller's suppliers. The delivery time is indicative. Delivery of goods available in the seller's warehouse is usually carried out within 1-5 days, taking into account the method of payment of the purchase price and the method of delivery chosen by the buyer. The delivery of goods available at the supplier's warehouse is carried out within 5-21 days, taking into account the method of payment of the purchase price and the method of delivery chosen by the buyer. The delivery of goods specially made according to the specific requirements of the buyer, which are not available in the supplier's warehouse and need to be made, takes place within 8-10 weeks, taking into account the method of payment of the purchase price and the method of delivery / shipment to Buyer's choice. The seller is not responsible for the delay in delivery of goods caused by wrong address information provided by the buyer. The buyer acquires ownership of the goods by taking them over at the place of delivery, subject to payment of the full purchase price.
3. If the order contains several goods and some of them are not in stock, the seller will inform the buyer about this with the possibility of partial deliveries.
4. The invoice (tax document) is sent to the buyer with the goods or after sending the order by e-mail to the address specified by the buyer. The customer agrees to these GTC and undertakes to settle the invoice electronically in accordance with Section 71(1)(b) of Act No. 222/2004 Coll. on VAT, as amended.
5. The buyer is obliged to personally take over the goods or have them taken over at the agreed place and time. The buyer confirms acceptance of the goods in writing by signing acceptance of the shipment.
6. The seller's obligation to deliver the goods is fulfilled by handing over the goods to the buyer or to the person nominated by the buyer at the place of delivery. The obligation of The seller's obligation to deliver the goods is also considered fulfilled if the buyer does not take over the goods at the agreed time and place or refuses to accept the goods. If the buyer does not accept the goods due to a written withdrawal from the contract or without prior written withdrawal from the contract, the seller is entitled to demand reimbursement of the shipping costs and the costs of returning the goods from the buyer.
7. In the event that the goods are not delivered within 30 days of the date agreed by the parties as the delivery date, and if the seller does not deliver the goods even within a reasonable grace period, the buyer has the right to withdraw from the contract.
8. The place of performance is the place to which the goods are delivered at the Buyer's option in the order, i.e. the address specified by the Buyer, or the address of the Seller's collection point.

## **Part V. The consumer's right to return the goods to the seller without giving a reason**

1. The buyer, who has the status of a consumer, pursuant to Act No. 102/2014 Coll Amendment of certain laws (hereinafter referred to as "the law"), in accordance with the provisions of Section 7 et seq., the right to withdraw from the purchase contract within 14 calendar days from the day of receipt of the goods. If the subject of the purchase contract is the delivery of goods, the consumer has the right to withdraw from the contract before the goods are delivered.
2. The buyer, who is a consumer and withdraws from the purchase contract without giving a reason, is obliged according to §§ 7 ff. BGB to deliver the written withdrawal from the purchase contract to the address given in the contacts, no later than on the last day of the 1st of this article of the general terms and conditions. Such exercise of the right can be done by email using the form entitled [Withdrawal from the Purchase Agreement](#), which is an annex to these General Terms and Conditions, by filling in all the data marked with "\*" - an asterisk. The buyer who is a consumer is obliged to return the subject of the contract from which he has withdrawn with all the documents after the delivery of the withdrawal from the contract - e.g. the original of the invoice that was sent to him together with the goods, but no later than within 14 days to be sent from the day of revocation (§10 Para. 1 of the law). The buyer is entitled to make a copy of the invoice for his own use, which he sends to the seller. If necessary, the buyer is obliged to provide the seller with proof of the dispatch of the consignment, the content of which is the subject of the contract withdrawn by the buyer, as well as all documents handed over to him by the seller. The buyer is entitled to send the subject of the contract from which the buyer has withdrawn to the seller by registered and insured mail.
3. The buyer is not entitled to send the returned goods cash on delivery, in this case the shipment will not be accepted by the seller.
4. The seller shall reimburse the buyer, who is a consumer, for all payments received under or in connection with the agreement, including transport, delivery and Postage costs and other costs and fees, within 14 days from the date of delivery of the withdrawal notice of withdrawal from the contract, however, the seller is not obliged to return payments before the goods that are the subject of the contract from which the buyer has withdrawn , were delivered to him.
5. The buyer bears the cost of returning the goods to the seller.
6. The seller is obliged to return the payment to the buyer, who is a consumer, in accordance with paragraph 4 of this article of the GTC in the same way that the consumer used for his payment. This does not affect the consumer's right to agree another method of payment with the seller, provided that no additional fees are charged to the consumer for this.
7. The buyer, who is a consumer, is only liable for the diminished value of the goods resulting from the handling of the goods that goes beyond the proper handling necessary to establish the functionality.

## **Part VI. Rights and obligations of the contracting parties**

1. The seller and the buyer are considered to be contracting parties.
2. The buyer is obliged:

- a) to take over the ordered goods,
  - b) to pay the seller the agreed price for the received goods,
  - c) to check the integrity of the package of the consignment or the goods themselves upon receipt.
3. The seller is obliged:
- a) to deliver the goods to the buyer in the required quality, quantity and at the agreed price,
  - b) together with the goods or in addition to the buyer all documents related to the goods, including the tax document for the purchase to deliver the goods.

#### **Part VII. Compensation for non-acceptance of the goods**

1. The seller is entitled to compensation (according to §§ 420 ff. BGB) from the buyer in the event that the buyer has not canceled the ordered goods or has not withdrawn from the contract and at the same time has not accepted the goods from the carrier or after being requested by the seller has not accepted the goods within the period set for collection in the event of the order for collection by the seller. The buyer has thus fulfilled his obligation under Art. VI. Point 2. letter a) of the GTC, according to which the buyer is obliged to accept the ordered goods, is not fulfilled.
2. When determining the amount of compensation, the seller primarily takes into account transport costs and related fees in the case of sending goods, costs for packaging, shipping and administration of the order, as well as all other costs incurred by him in connection with the implementation of the concerned order and is at the same time entitled to demand compensation for lost profits.

#### **Part VIII. WARRANTY AND CLAIM TERMS**

1. Complaints can only be made about goods that were purchased from the seller and are owned by the buyer.
2. If the buyer is a consumer (a natural person who is not acting in the context of their commercial, professional or professional activity), a warranty period of 24 months is granted for all goods offered, unless a longer warranty period has been agreed between the contracting parties. Parties and the procedure are based on the Consumer Protection Act and the Civil Code and these warranty and complaint conditions. If the buyer is not a consumer but an entrepreneur, the warranty is based on the provisions of the Commercial Code, which are also used in the event of complaints.
3. If the buyer is a legal entity or a natural person - an entrepreneur, the goods are guaranteed for a period of 12 months from the month and year of manufacture of the goods or 30,000 cycles, whichever comes first.
4. The buyer is obliged upon receipt of the goods to check whether the packaging or the goods are undamaged (according to the instructions for receiving the goods), as the goods may be damaged during transport. The buyer is obliged to unpack the goods and inspect them personally. The buyer confirms that the goods are undamaged by signing for the courier upon receipt of the goods.

5. The buyer is obliged to complain about the defect to the seller immediately after discovering the defect.
6. The seller's liability for defects does not extend to defects caused by the following use:
  - a) the defect was caused by mechanical damage to the product caused by the buyer,
  - b) improper handling of the product in a manner other than that specified in the instructions for use,
  - c) use of the goods in conditions that do not correspond to their intended humidity, chemical and mechanical effects on the natural environment of the goods,
  - d) neglect of care and maintenance of the goods,
  - e) damage to the goods due to excessive loading,
  - f) Use of the goods contrary to the conditions, general principles, technical standards or safety regulations stated in the documentation or other violation of warranty conditions.
7. The seller's liability for product defects is also excluded for defects that occurred during a natural disaster.
8. The seller's liability for defects does not extend to normal wear and tear of the goods (or parts thereof) caused by the use of the goods. A defect is not considered if the condition of the item indicates a minimum durability or Consumption time results, which may be limited to a shorter time or number of cycles. The minimum durability period, shelf life, use-by period or similar periods are stated on the goods if the goods are subject to such marking.
9. The goods under complaint must be sent to the address of the seller Manna OM s.r.o., Tajovského 1759/7, 974 01 Banská Bystrica, but not cash on delivery, in this case the shipment will not be accepted, or the goods under complaint can be delivered personally to the contact address of the seller. The goods must be properly packed so that the goods are not damaged during transport. The buyer is entitled to send the goods by registered or insured mail. A copy of the proof of purchase (invoice) and a description of the defect should be attached to the goods or a completed [complaint form](#) should be attached together with the proof of purchase. Complaints can only be submitted in writing (by post, email) or in person.
10. The Seller shall confirm receipt of the complaint and shall issue the Buyer with a confirmation of the goods complaint in the appropriate form. The day of filing the complaint is considered to be the day of its delivery to the seller, but no later than the moment when the seller makes it impossible or prevents taking over the subject of the complaint. If it is not possible to promptly deliver the confirmation of the complaint to the buyer, the seller is obliged to deliver it without undue delay, but at the latest together with the document on the complaint settlement. The seller sends the buyer a confirmation of the processing of the complaint by e-mail.
11. The seller is obliged to determine the method of handling the complaint immediately, in complex cases within 3 days from the date of filing the complaint. In justified cases, especially if a complex technical assessment of the goods is required, no later than 30 days after receipt of the complaint. After determining the method of handling the complaint, the seller will process the complaint immediately, in justified difficult cases the complaint can be processed

later, but the processing of the complaint must not take longer than 30 days from the date of filing the complaint. If the 30-day period for processing the complaint has expired without success, the buyer has the right to withdraw from the purchase contract and the payment of the entire purchase price for the goods will be returned to him, or the buyer has the right to exchange the goods for a new one.

12. Buyer's rights in the event of a complaint: a) If the defect is removable, the Buyer has the right to have this defect removed free of charge, in a timely manner and properly, whereby this defect must be removed without undue delay, b) The Buyer may demand replacement of the item or, if the defect affects only part of the item, replacement of part of the item instead of remedying the defect, if this does not involve disproportionate costs for the seller in relation to the price of the goods or the severity of the defect, c) if the defect is irreparable and prevents proper use of the item, the buyer has the right to exchange the item or to withdraw from the contract. The buyer also has the same right in the case of a repairable defect, the reappearance of which after repair or in the event of the appearance of a larger number of defects means that the buyer cannot use the item properly, d) if it is other irreparable not The buyer is entitled to an appropriate price reduction.
13. The complaint is considered settled when the complaint procedure ends with the delivery of the complained goods with elimination of the defect, their exchange or return of the purchase price of the goods, a written request to perform the service or its justified refusal. The buyer will be informed of the result of the complaint procedure within the statutory period. The buyer confirms the personal acceptance of the complained device. The confirmation of the transport company is also valid as proof of the acceptance of the complaint device, if the buyer does not take over the complaint device personally.

#### **Article IX. Final Provisions**

1. These GTC apply to the purchase contract concluded at the time these GTC apply.
2. Before sending the order, the buyer is obliged to get acquainted with the General Terms and Conditions, which is confirmed by ticking the appropriate box in the process of ordering goods.
3. These general terms and conditions for complaints are available to the buyer at the company's headquarters and are published on the website <https://www.mannaom.com/>.
4. Documentation on personal data protection is published on the website <https://www.mannaom.com/> in [the Personal Data Protection section](#).
5. If the consumer is not satisfied with the way the seller has handled his complaint or believes that the seller has violated his rights, he has the opportunity to contact the seller with a request for correction turn around. If the seller refuses the request for correction or does not respond within 30 days from the date of shipment, the consumer has the right, pursuant to Section 12 of Act No. 391/2015 Coll., On Alternative Settlement of Consumer Disputes and Amending Certain Acts, a Proposal to initiate alternative dispute resolution. The competent body for alternative resolution of consumer disputes is the Slovak Trade Inspectorate ([www.soi.sk](http://www.soi.sk)) or other relevant authorized legal entity included in the list of bodies for alternative resolution of consumer disputes maintained by the Ministry of Economy of the Slovak Republic Disputes is registered (<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>), during which the consumer has the



right to choose which of the listed alternative consumer dispute resolution bodies to turn to. At the same time, the consumer can use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit a proposal for an alternative resolution of his dispute. Information on the fees for submitting a proposal to initiate alternative dispute resolution will be published on the website of a specific alternative dispute resolution body.

6. Relationships that are not otherwise regulated in the General Terms and Conditions are governed by the relevant provisions of the legal system of the Slovak Republic, primarily Act No. 40/1964 Coll., Act no. 250/2007 Coll., Act no. 102/2014 Coll., Act no. 122/2013 Coll., Act no. 22/2004 Coll. and Act No. 513/1991 Coll.
7. In the event of negotiation with the buyer of contractual terms that deviate from the provisions of these general terms and conditions, the terms specified in the contract shall take precedence over the provisions of these general terms and conditions.
8. Contact: Manna OM s.r.o., Tajovského 1759/7, 974 01 Banská Bystrica, SK, mail: [info@mannaom.com](mailto:info@mannaom.com) phone: +4917651816334 / +4917654405235
9. These general terms and conditions, including their components, come into force on 07/18/2022