

## GENERAL BUSINESS CONDITIONS

MERCHYOU s.r.o., with its registered office in Prešovská 45, 821 01 Bratislava, Company ID: 44 307 110, registered in the Business Register of the Bratislava I District Court, Section: Sro,

Record No.: 53702/B, telephone number: +421 2/44 64 00 08, e-mail address: [info@merchyou.com](mailto:info@merchyou.com), Bank connection: bank account number: 2628030861/1100, IBAN: SK46 1100 0000 0026 2803 0861, SWIFT: TATR SK BX (hereinafter referred to as „**the Supplier**“) supplies products (hereinafter referred to as “goods”) to Customers, under the conditions specified in the following provisions of the General Business Conditions (hereinafter referred to as “Business Conditions”). These Business Conditions define the rights and obligations of MERCHYOU s.r.o. and its Customers, as well as the procedure of placing an order, concluding contracts and the ways of delivering the services and goods.

“**Customer**” is defined in these Business Conditions as the Consumer, a natural person not in the position of a Consumer or a legal person who ordered goods from the Supplier under the conditions specified in these Business Conditions. The term Customer also includes the Slovak Republic or another country, self-governing territorial entity (municipality, region) or other contracting authority according to Act No. 343/2015 on public procurement, such as state-owned contributory organisation or contributory organisation where the function of the founder is performed by a self-governing territorial entity, if the Supplier and such person conclude a contract with the subject matter of supplying custom-made apparel, performing printing, embroidery, applying trimmings, sublimation or applying prints, embroidery and/or trimmings on the Customer’s apparel.

“**Consumer**” is a natural person not acting within its business objective, employment or profession (hereinafter referred to as “Consumer”). The relationships between the Supplier and the Consumer shall be governed by the provisions of Act No. 102/2014 on the protection of consumers in sale of goods or provision of services under remote contracts or contracts executed outside the business premises of the seller as amended, and Act No. 250/2007 on consumer protection as amended. Legal relationships not explicitly defined in these Business Conditions shall be governed by applicable provisions of Act No. 40/1964 Civil Code as amended.

The relationships between the Supplier and the Customer who is not in the position of a Consumer not explicitly provided for in these Business Conditions shall be governed by the applicable provisions of Act No. 513/1991 Commercial Code as amended.

Customers have the opportunity to familiarise themselves with these Business Conditions before confirming the order on the Supplier’s website or in the e-mail containing the quotation sent by the Supplier to the Customer. Confirmed order is defined as the Supplier’s quotation accepted by the Customer per e-mail or the Customer’s order placed on the e-shop and accepted by the Supplier per e-mail.

“**Sales Contract**” between the Supplier and the Customer shall be concluded by accepting the offer (price quotation) prepared by the Supplier per e-mail. Should the Customer place the order using the Supplier’s e-shop, the contract shall be concluded by an explicit acceptance of the order by the Supplier per e-mail, while the automatically generated confirmation of the e-shop about placing the order (which can include also a quotation by the Supplier) is not to be understood as acceptance of the order.

In case the provisions of these Business Conditions are in conflict with the provisions of the Sales Contract, the provisions of the Sales Contract shall prevail. In case the Supplier concluded a framework contract with the Customer, and it is in conflict with the provisions of these Business Conditions, the provisions of the framework contract shall prevail.

In case the provisions of the framework contract are in conflict with the provisions of a specific Sales Contract, the provisions of the Sales Contract shall prevail.

### 1. Order

By confirming the order, the Customer confirms that the Supplier allowed him, clearly and comprehensibly, to familiarise himself with these Business Conditions and that he agrees with these Business Conditions. By submitting the order, the Customer sends his proposal for concluding the Sales Contract. When the Supplier sends the confirmation of order acceptance to the e-mail address specified by the Customer, the Sales Contract is concluded.

## **2. Procedure for ordering goods and services**

2.1. The Customer can turn to the Supplier with his request for a quotation (price quotation) through e-mail, in person, or using the order system of the Supplier. The Customer's request must include:

a) Billing details of the Customer (name of the legal person or the first name and surname of the natural person, ID number of the natural or legal person, tax identification number, registered office or residential address).

b) Contact details of the Customer required for order delivery (name of the company and/or first name and surname of the contact person, delivery address, telephone number of the contact person, e-mail address of the contact person).

c) Graphical materials for printing. These materials are the property of the Customer and the Supplier shall not provide them to any third party and shall only process them for the purpose of fulfilling the order.

For the purposes of fulfilling the order, the data need to be graphically processed (separated, rasterised, etc.). Files created this way are the intellectual property of the Supplier and the Customer shall not be entitled to them in any way. They are used as necessary digital materials for the fulfilment of the order placed by the Customer. In case the Customer requests that these graphically processed data are provided to him, the Supplier is not obliged to provide these to him and is entitled to require appropriate fee for them (for the time spent during their preparation). This fee shall also be charged by the Supplier if the data is graphically processed and then the order is not executed.

d) Preview of the position of the design on the apparel of the requested type and colour.

e) The desired brand, type and colour of the apparel, if such apparel is preferred.

f) Number of pieces in individual sizes, colours and types. The colours of the preview pictures of the apparel provided by the Supplier may not correspond exactly to reality. To verify that the selected textile meets your expectations about its nature, cut and colour, we recommend ordering a sample. The sample is charged by the Supplier, who informs the Customer about the price for the ordered sample in advance. MERCHYOU is not responsible for the colour variations of the textile caused by the manufacturer due to the delivery of another batch of textile.

g) The exact hue of the Pantone colour from the Pantone Solid Coated sample book. If the hue is not defined, the Supplier shall visually choose a hue that he subjectively considers to be closest to the colour in the graphical materials submitted by the Customer. The Supplier shall not be liable for a possible difference in the colour of more than DELTA2.

In case the Discharge technology is used for printing, the final colour difference is caused by the printing technology and thus it is not possible to print the exact Pantone colour. The printed design loses a certain amount of saturation after the first wash, but it gains softness to the touch at the same time.

h) All requirements regarding branding or additional sewing works.

i) Desired packaging.

j) Desired deadline for production.

k) Preferred way of receiving the goods.

2.2. The graphical materials can be submitted electronically in the .ai, .pdf, .eps or .jpg format, or in a different form based on the previous approval of the Supplier with a minimum resolution of 300 dpi in the scale of 1:1 for the real dimensions of printing.

2.3. The preview of placing the graphics on the apparel can be submitted electronically in the .jpg or .pdf formats. If the Customer does not specify in writing or graphically how the design should be placed on the apparel in centimetres or millimetres, the Supplier shall place the design on the apparel based on his judgement and standards so that the outcome is visually as satisfactory as possible. It is necessary to take into account the possible offset of the print in the range of +/- 2 cm along the X and Y axes. Possible deviations in the specified range shall not be considered a defect of the final product.

2.4. If the data in the Customer's request provide sufficient information to prepare the quotation, the Supplier shall prepare and send the "Price Quotation" to the Customer. The Price Quotation shall be sent by e-mail to the desired e-mail address. The Price Quotation shall include information that the contract is governed by these Business Conditions. The expiry date of the offer is specified in the Price Quotation as well.

2.5. If the Customer agrees with the price quotation, he shall confirm its receipt (acceptance) by sending an e-mail to the Supplier. The Sales Contract according to these Business Conditions shall be concluded upon the Supplier's reception of the confirmation of acceptance.

2.6. The Supplier operates an e-shop. The Customer who had a user account created by the Supplier, can order goods through the e-shop. In case the order is placed through the e-shop, the Sales Contract is concluded by the Supplier's acceptance of the Customer's order by e-mail.

2.7. If the Customer supplies his own apparel for printing or other refinement, it is necessary that the apparel is sorted into boxes based on the planned application of designs, so that it can be easily identified which design shall be applied to which pieces. If the apparel is not sufficiently labelled, the Supplier shall charge a handling fee in the amount corresponding to the complexity of handling. The Customer shall be notified about the amount of the fee after assessing the received apparel.

### **3. Proofs and sample products**

3.1. The proof is defined as a graphical proposal of the realisation of printing, embroidery, sublimation or the application of prints on apparel including information on size, quantity, colour and technology (print, embroidery, sublimation). The proof can be submitted to the Supplier by the Customer or prepared by the Supplier. Unless the Customer specifies that he will submit the proof when accepting the Price Quotation at the latest, the proof shall be prepared by the Supplier. This does not apply if the Supplier and the Customer agree otherwise per e-mail.

3.2. If the proof is prepared by the Supplier, it is sent to the Customer no later than two days after recording the quotation acceptance per e-mail or in the order system of the Supplier, and after all data for the preparation of the proof are provided by the Customer, including possible physical samples, should these be necessary for preparing the proof.

3.3. The Customer is obliged to give his opinion on the proof no later than one working day after the receipt of the proof. It is not possible to proceed to printing, embroidery, sublimation or application of prints on apparel, unless the proof is confirmed by the Customer. Should the Customer fail to give an opinion on the proof within the period specified above, his right to have the order fulfilled within the delivery period specified in Article 4 of these Business Conditions shall expire.

3.4. Should the Customer have objections to the first proof and the following (second) proof sent by the Supplier to the Customer is confirmed by the Customer, the Delivery Period shall be extended by the period that elapsed since the deadline for opinion on the first proof expired until the proof was confirmed by the Customer. Should the Customer have objections to the first and the second proof,

the Customer's right to have the order fulfilled within the Delivery Period shall expire. Depending on when the proof was confirmed by the Customer, the Supplier and the Customer shall agree on a new Delivery Period.

3.5. After the proof is prepared, a sample product may be prepared, too. A sample product is prepared if the Supplier and the Customer agree on it. The preparation of a sample product means performing the printing, embroidery or other modification on one piece of apparel and is subject to a fee specified by the Supplier depending on the nature of the sample product. The Supplier shall inform the Customer about the price before the sample product is manufactured.

3.6. The Supplier shall agree with the Customer whether the sample product (i.e. the apparel itself) will be sent to him by delivery service or a scan or a photograph of the sample product will be sent by e-mail.

3.7. In case the sample product is sent by the delivery service, the Customer shall be notified when the sample product has been handed over to the delivery service.

3.8. If the sample product is sent to the Customer using delivery service, the Customer is obliged to give his opinion on the sample product no later than one working day after its receipt and in case a photograph of the sample product is sent, the Customer is obliged to give his opinion within 30 minutes, if the technology requires a fast confirmation for a smooth production process. Should the Customer fail to give his opinion within this period, his right to have the order fulfilled within the Delivery Period shall expire, and the Supplier and the Customer shall agree on a new Delivery Period.

3.9. It is not possible to proceed to performing printing, embroidery or other modifications of the apparel in the agreed extent of the order (number of pieces of the apparel), unless the Customer confirms the sample product or a photograph of the product.

3.10. Should the Customer object to the sample product or the photograph of the sample product, this means a change in the requirements of the Customer compared to the confirmed proof, and the Customer's right to have the order fulfilled in the Delivery Period shall expire upon the Supplier's receipt of the Customer's objection to the sample product or a photograph of the product, and the Supplier and Customer shall agree on a new Delivery Period. For the same reason (the Customer's request for a change compared to the confirmed proof), the additional change (new proof, new sample product) shall be subject to a fee specified by the Supplier depending on the nature of the sample product. The Supplier shall notify the Customer about the amount of the fee before a new sample product is manufactured.

3.11. Should the order include also other services than printing, embroidery, sublimation or the application of prints, the Supplier and the Customer shall agree individually on the particular deadlines for sending the proof and the sample product or a scan or a photograph of the sample product and the periods for their confirmation by the Customer.

3.12. In the event of a subsequent design change for production after the previous approval of the preview or the sample, the Customer is obliged to notify the Provider of the change explicitly by e-mail and wait for the Provider to confirm acceptance of the modified design. Should the Customer change the design at this stage, their right to have the order fulfilled within the Delivery Period shall expire, and the Supplier and the Customer shall agree on a new Delivery Period.

#### **4. Method and period of delivery**

4.1. The period for the delivery of the ordered goods and the services performed on the goods, such as printing, embroidery or other sewing operations, or for the delivery of services performed on the apparel of the Customer (hereinafter referred to as "**Delivery Period**") shall depend on the available stocks of the goods, the complexity and number of ordered services and the current workload of the Supplier's production capabilities.

4.2. The Customer is notified about the Delivery Period after the acceptance of the order and conclusion of the Purchase Contract.

4.3. The Delivery Period is considered met, if the following activities have been performed within it:

- a) Goods are handed over for delivery by the delivery service. The Supplier shall not be liable for any delay of delivery by the courier company.
- b) Goods are prepared to be collected personally by the Customer in the Supplier's registered office.
- c) Goods are handed over to the Customer in another place specified by the Customer, or the goods cannot be handed over to the Customer in such a place as a result of the Customer's lack of cooperation, if the goods are delivered by the Supplier.

4.4. The Customer is obliged to confirm receipt of the goods in writing, generally by a signature and a stamp (if it is used by the Customer) on the delivery note.

4.5. The Supplier shall cease to be bound by the obligation to keep the Delivery Period in these cases:

- a) The Customer fails to pay the pro forma invoice within the specified period.
- b) The Customer fails to give an opinion on the proof within the period specified in 3.3.
- c) The Customer fails to give an opinion on the sample product within the period specified in 3.8.
- d) The Customer fails to arrive on time to the Supplier's registered office for the agreed personal confirmation.
- e) The Customer fails to submit goods for the execution of the work in the agreed period (e.g. failed to supply the goods for decoration).
- f) The Customer fails to submit materials necessary for the execution of the order in the specified period according to 2.1 and 2.2.
- g) The Customer fails to provide other assistance to the Supplier necessary to fulfil his obligations.
- h) The Customer is late with paying any financial liability towards the Supplier.
- i) A circumstance excluding responsibility occurs within the meaning of Article 4.8. of these Business Conditions.
- j) The goods necessary for executing the order are not available in the market.
- k) In other cases specified by these Business Conditions, while the new Delivery Period shall start after the relevant obstacle is overcome.

4.6. The Supplier is obliged to inform the Customer without unnecessary delay that a circumstance excluding responsibility according to article 4.5(i) of these Business Conditions occurred or that the goods necessary for executing the order are not available in the market according to article 4.5(j) of these Business Conditions.

4.7. Should a party breach the obligations of the contract, the party shall compensate the other party or the person whose interest was to be obviously served by fulfilling the agreed obligation for the damage.

4.8. The offender shall be relieved from the obligation to pay compensation if he demonstrates that his fulfilment of the contractual obligations was hindered temporarily or permanently by an extraordinary unpredictable and insurmountable obstacle that arose independently of his will. The offender shall not be relieved from the obligation to pay compensation because of an obstacle which arose from the offender's personal situation or which arose only when the offender was already late with fulfilling the agreed obligation, or an obstacle that the offender was obliged to overcome according to the contract.

## **5. Price and payment terms**

5.1. The price for supplying the ordered goods and services (hereinafter referred to as "Purchase Price") can be determined by:

- a) price quotation sent by e-mail to the Customer
- b) the contents of the framework contract, if it is concluded between the Customer and the Supplier
- c) valid price list of the Supplier
- d) other special agreement between the Customer and the Supplier

5.2. The Purchase Price shall be specified in the Price Quotation of the Supplier addressed to the Customer and may not include

- a) costs for making necessary adjustments to graphical materials submitted by the Customer, only discovered during graphical processing of the data prior to production.
- b) costs for goods or services ordered later, specified by the Customer during the process of fulfilling the order by the Supplier
- c) costs for the packaging of goods beyond standard packaging, unless otherwise specified in the Customer's order; standard packaging of goods is included in the price
- d) additional costs for the delivery of goods to the Customer, if the method or place of delivery was specified or changed by the Customer during the fulfilment of the order
- e) other additional costs

5.3. Value added tax shall be added to the Purchase Price in the amount defined by legislation on the day of the chargeable event.

5.4. The Supplier reserves the right to change the price list unilaterally.

5.5. Value added tax shall be added to the Purchase Price in the amount defined by legislation on the day of the chargeable event.

5.6. The Purchase Price and connected costs can be paid

a) By bank transfer of the exact amount using the variable symbol to the bank account of the Supplier specified in the invoice. In case the goods are paid by bank transfer, the Purchase Price is considered paid on the day the corresponding amount is received to the Supplier's bank account.

b) In cash in the Supplier's registered office.

c) Online using the PayPal service. After the order is confirmed, the Customer shall be redirected to a third-party server, where he will be requested to log in to his PayPal account. After the confirmation of

validity and sufficient balance in the PayPal account, the order shall be confirmed, and the Purchase Price shall be deducted from the Customer's PayPal account.

d) Online using a bank card. If the payment by payment card online is chosen, the Customer will be redirected to a third-party payment server after finishing the order, where he shall fill in the payment details. After their validity is verified, the order shall be confirmed, and the amount of the Purchase Price shall be deducted from the Customer's bank account.

#### 5.6.1. Conditions for the online payment with a bank card

a) The Customer may pay the order online using the Visa, Maestro or MasterCard payment cards by being redirected to a third-party payment server – the First Data platform.

b) The Customer has the right to make a complaint regarding the payment by sending an e-mail to the e-mail address [info@merchyou.com](mailto:info@merchyou.com) with a request for reimbursement. The Supplier shall then return the payment using the First Data virtual payment terminal.

c) The Customer has the right to save his payment card details in the First Data payment gateway and activate the so-called "one-click payment", which will enable him to confirm the payment by approving the amount without having to repeatedly enter the payment card data, authorising the Supplier to deduct the given amount. In case the deduction of the payment fails (e.g. because of insufficient funds, invalid payment card data, etc.), the Customer shall receive an e-mail notification with a request to pay the amount in a different way.

d) The Customer has the opportunity to delete the saved data about his payment card at any time.

5.7. The due date of the invoice issued by the Supplier is specified by the date on the invoice. The Customer may request a change in the due date by sending an e-mail to [info@merchyou.com](mailto:info@merchyou.com). The Supplier has no obligation to comply with the request.

5.8. For new Customers, the Supplier requires 100% prepayment before the works connected to fulfilling the order are commenced. The amount of the advance payment is listed in the Price List according to article 2.5.

5.9. In case of repeated cooperation, the Supplier can decrease the Customer's advance payment to 50% of the Purchase Price. The Customer needs to ask for this decrease by sending an e-mail to [info@merchyou.com](mailto:info@merchyou.com). The Supplier has no obligation to notify the Customer about such possibility. The Customer shall not be automatically entitled to the above mentioned; the Supplier may decline his request without giving any reason.

5.10. Should the Customer be late with paying the amount owed, the Supplier shall take legal steps towards the recovery of the debt in compliance with these Business Conditions. The Supplier may charge late payment interest of 0.05% of the invoiced amount for each delayed day after the due date of the invoice.

By failing to pay the invoices, the Customer incurs additional costs. The Supplier advances the amounts receivable that have not been paid to an agency for the recovery using all steps including judicial recovery and seizure of assets. The amount receivable that has not been paid shall thus increase by the costs of recovery.

5.11. The right to the property of the goods is transferred to the Customer upon paying the full Purchase Price and possible connected costs.

5.12. The Customer is not entitled to unilaterally set off his amount receivable against the Supplier's amount receivable or transfer his amount receivable from the Supplier to a third party.

5.13. In case the Customer is late with paying the Purchase Price or connected costs for more than ten days after the due date of the tax invoice or the pro forma invoice, the Supplier is entitled to withdraw from the contract.

5.14. In case the Customer is late with paying any financial liability to the Supplier, the Supplier is entitled to suspend any deliveries to the Customer until all the Customer's liabilities to the Supplier have been paid. Such suspension of delivery is not considered a breach of the contract by the Supplier.

## **6. Dimensional tolerance and quantity differences**

6.1. For the supply of the order based on the Sales Contract or performing printing or applying prints on the Customer's apparel (Works Contract), it is necessary to count with shrinkage and deformation of the usable textile material and the used printing technology in the range of +/- 5% along the X and Y axes. Possible deviations in the specified range shall not be considered a breach of the Supplier's obligations.

6.2. For technological reasons, it is permitted that a proportion of the ordered apparel is ruined during printing, embroidering, applying trimmings and other modifications. If the number of pieces of ruined apparel does not exceed 2% (two percent) or three pieces (in the case of the Customer's order, the higher number prevails) of the total amount of ordered apparel, the Customer has no right to have the ruined apparel replaced by new apparel. The ruined apparel shall not be delivered to the Customer and he shall not be charged for it either, unless the Supplier and the Customer agree otherwise.

6.3. For technological reasons in the case of a Works Contract (printing, embroidering or other modification of apparel), it is permitted that a proportion of the apparel submitted by the Customer for performing the works is ruined during the performance of the works. The extent of the works is decreased by the number of pieces of ruined apparel. The Customer may prevent decreasing the extent of the works by providing the Supplier with an amount of apparel exceeding the extent of the works. Providing a larger amount of apparel shall be agreed upon between the Customer and the Supplier.

6.4. If the number of pieces of ruined apparel does not exceed 2% (two percent) or three pieces (in the case of the Customer's order, the higher number prevails) of the total amount of apparel provided by the Customer to perform the works, the Customer has no right to have the ruined apparel reimbursed.

6.5. If the number of pieces of ruined apparel exceeds 2% (two percent) or three pieces (in the case of the Customer's order, the higher number prevails) of the total amount of apparel provided by the Customer to perform the works, the Supplier shall reimburse the Customer for the purchase price of that proportion of ruined apparel that exceeds 2% (two percent) of the total amount of apparel provided by the Customer to perform the works, however, in the maximum price that is common in the given time and place.

## **7. Hazard of damage to items of property**

7.1. The hazard of damage to the goods is transferred to the Customer:

- a) upon handover of the goods for delivery, if it is secured by delivery service.
- b) upon collecting the goods by the Customer in the Supplier's registered office.
- c) upon collecting the goods by the Customer in another place specified by the Customer, if the goods are delivered by the Supplier.

7.2. Should the Customer be late with collecting the goods, the hazard of damage to the items of property is transferred to the Customer in the moment when the delay starts.



7.3. According to Article 631 *et seq.* of the Civil Code, in the case of a Works Contract, the Customer shall bear the risk of damage to items of property bought for the performance of works and remains their owner until they become a part of the subject of the works by their processing. The apparel submitted by the Customer for the performance of works remains in the ownership of the Customer and the Customer shall bear the risk of damage to the apparel throughout the whole period. The Supplier's commitment to perform works and submit them to the Customer shall be fulfilled:

- a) upon handover of the goods for delivery, if it is secured by delivery service.
- b) upon collecting the goods by the Customer in the Supplier's registered office.
- c) upon collecting the goods by the Customer in another place specified by the Customer, if the goods are delivered by the Supplier.

7.4. After the Customer collects the goods, he is obliged to follow the producer's instructions for handling the goods (washing, ironing of the apparel, etc.). The Customer is obliged to notify the persons that receive the goods from him about the obligation to follow the producer's instructions for handling the apparel.

## **8. Liability for defects and complaints**

8.1. The Supplier shall be liable for defects that:

- a) are present on the goods in the moment when the risk of damage to the goods is transferred to the Customer or
- b) occur within the warranty period (guarantee).

8.2. The Supplier shall not be liable for the Customer's damage or loss of profits that arises because

- a) the Customer received the ordered goods with a delay.
- b) for some reason, the goods cannot be sold.

8.3. The impression of the printing pallet or of the hold down arises as a natural effect of the production process and shall not be considered a defect of the final product.

8.4. Pre-processing of the apparel before digital printing leaves a fine film on the apparel. This film is a part of the production process and shall not be considered a defect of the final product. These traces of film that may appear around the edges of the design due to printing will disappear after the first washing.

8.5. In line with the relevant provisions of the Civil Code, the Supplier shall provide the Customer with a 24-month warranty period for the quality of all supplied products starting on the day the property rights are transferred to the Customer, unless the Supplier specifies otherwise for specific goods. Unless determined otherwise, the Supplier provides the Customer with a warranty period for the quality of apparel with prints or embroidery in the duration of 24 months. If the buyer is a Customer who does not have the status of a Consumer, the warranty period is reduced to 12 months, unless the parties agree otherwise. The invoice, delivery note, or the proof of receipt issued by the Supplier can be used as the letter of guarantee.

8.6. The guarantee shall not apply to damage caused by excessive or inappropriate use (e.g. mechanical wear caused by inappropriate handling), neglected care for the goods (e.g. damaging the print with an iron) or damage caused by force majeure. The Customer takes note that the goods are to be washed inside out at 30 °C without using laundry detergent with aggressive ingredients. It is necessary to hand-wash special prints like 3D, Puff, Hot Stamping Foil and printed nylon apparel inside out at low temperatures.

8.7. The Supplier shall not be liable for defects that arise from the properties of the material provided by the Customer.

8.8. The Supplier shall not be liable for the damage to the supplied goods caused by further modifications performed by the Customer or a third party designated by him.

8.9. The Supplier is not obliged to check the suitability of the apparel provided by the Customer for printing, embroidery or other modifications performed on the Customer's apparel or to warn the Customer in case the Supplier finds out that the apparel is not suitable. If the Supplier warns the Customer about the unsuitability of the apparel, while this unsuitability poses an obstacle for orderly performance of the works, the Supplier is entitled to suspend the performance of the works in the extent necessary until the Customer provides suitable apparel or until a written notification is received from the Customer that he insists on performing the works using the submitted apparel. The Delivery Period shall be extended by the period of the necessary suspension of performing the works. The Supplier shall also be entitled to a reimbursement of costs arising from the suspension of the performance of the works or from using unsuitable apparel until its unsuitability was determined.

8.10. Upon collecting the goods, the Customer is obliged to check the goods with professional care and to notify the Supplier about the presence of defects connected with defective apparel immediately after collecting the goods.

8.11. If the supplied goods contain defects or if the Supplier is liable for the presence of defects within the warranty period, the Customer shall be entitled for a remedy of the defects in line with the Civil Code. The Supplier may choose to remedy the defects by supplying equivalent goods or by repairing the defective goods. Should the remedy of the defects not be possible, the Customer shall be entitled for a discount from the Purchase Price.

The repair may not be possible for these reasons:

a) The apparel needed to perform the works is not available.

b) It is not possible to perform the works later on a low number of pieces, if the technology does not allow it.

c) If the defective apparel accounts for 2% (two percent) or three pieces (in the case of the Customer's order, the higher number prevails) of the total amount of ordered apparel.

8.12. The Customer shall not require the Supplier to remedy the defects in goods, i.e. to exercise the claim arising from the liability for defects, unless he provides the defective goods at his own expense, including all pieces containing the defects that are subject to the complaint to the Supplier. The goods shall not be visibly worn, used, stained or otherwise damaged. It is also necessary to fill out and e-mail the [Reclamation Protocol](#) to the Supplier's sales representative with whom the Customer placed their order as well as send the physical copy of the protocol when returning the claimed goods. We recommend delivering the goods to the Supplier's headquarters personally or using courier service.

8.13. The Supplier shall make a statement about the eligibility of the complaint no later than 30 days after the defective goods were delivered to the Supplier's registered office.

8.14. The presence of the defect has no effect on the Customer's obligation to pay the Purchase Price.

8.15. If a certain number of products is provided to the Customer with a discount because of the presence of a defect, these items are not subject to the Supplier's liability for defects. In order to be able to exercise the claim arising from the liability for defects in the case of other items, the Customer shall provide all products sold with a discount together with the defective goods that are subject to the complaint with the purpose of avoiding doubt whether the goods subject to complaint are not the goods sold with a discount.

## **9. Obligation of secrecy**

9.1. The Customer is obliged to maintain secrecy concerning all business, production and technical details about the Supplier with real or potential material or immaterial value not commonly available in the relevant business community (hereinafter referred to as "Confidential Information")

9.2. The Customer shall not abuse Confidential Information for his benefit or for the benefit of a third party.

9.3. The Customer's obligation of secrecy also applies to all data provided to him in connection with the e-shop and user account. The Customer shall not provide his password, user name, the structure of the e-shop, the source code or any other information connected to the e-shop, especially data necessary to access his user account, to third parties or otherwise make them accessible. The Customer is obliged to make sure that the obligation of secrecy is also maintained by all his employees with their own user name, password and access to the user account.

## **10. Personal data protection**

10.1. The Supplier does his business activities in compliance with the EU General Data Protection Regulation (GDPR). All data provided by the Customer shall be stored and protected from abuse and shall not be provided to third parties for further use. The Customer's data can only be used by the Supplier for the purposes of statistical processing and communication with the Customer, including sending commercial and other marketing offers.

The billing and contact details of the Customer may be provided to a third party but only in the event when the Purchase Price has not been paid by the due date of the invoice for the purpose of recovering the payment.

10.2. By using the e-shop and/or the client area, the Customer agrees to collecting and using the data about his purchases under the conditions specified above. The Customer provides his personal data voluntarily.

10.3. The Customer may withdraw his consent with personal data processing or sending of commercial and marketing offers at any time by sending a written or e-mail declaration to the Supplier. Furthermore, the Customer has the right to request information about the processing of his personal data from the Supplier, including

- a) the purpose of personal data processing
- b) definition of personal data that are or were subject to processing together with their source
- c) data about the recipients of this information

10.4. The Customer takes note of the fact that he is obliged to provide correct and true personal data and that he is obliged to notify the seller about any change in his personal details without unnecessary delay.

## **11. Final provisions**

11.1. The Customer is obliged to notify the Supplier about any obstacle preventing him from fulfilling his obligations without unnecessary delay.

11.2. The liability relationship between the Supplier and the Customer shall be governed by Slovak law, especially by Act No. 40/1964 Civil Code as amended.

11.3. All conflicts arising from the liability relationships between the Supplier and the Customer shall be decided definitively by the courts of the Slovak Republic with competence in relation to the subject

matter, while the court with the territorial jurisdiction shall be determined based on the registered office of the Supplier's company.

11.4. These Business Conditions are published on the Supplier's website [www.merchyou.com](http://www.merchyou.com). Only the Supplier is entitled to amend and supplement these Business Conditions, and he is entitled to do so at any time. Amendments of the Business Conditions shall not affect already concluded Sales Contracts. The Supplier shall notify Customers about a change in the Business Conditions by publishing a notification on the website [www.merchyou.com](http://www.merchyou.com). These Business Conditions entered into force and effect on 11 August 2020 and were valid until 3 October 2022.