



## GENERAL TERMS AND CONDITIONS

**Operator:** Mortreux & Partner Group, s. r. o.  
Domicile: Šafárikovo námestie 4, Bratislava-Staré Mesto 811 02, Slovak Republic  
Company ID No.: 35 964 456  
Tax ID No.: 2022095009  
Registered: Commercial Register of the District Court Bratislava I, Section: Sro, Insertion No. 38295/B  
Represented by: David Mortreux, Managing Director

Business address: Šafárikovo námestie 4, Bratislava-Staré Mesto 811 02, Slovak Republic  
Contact person: Georgina Mortreux  
Contact: e-mail: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk), Telephone No.: +421 902 047 921  
Web-page: <https://www.mortreuxart.com/>

(hereinafter also referred to as "Seller" or "We")

Address where a customer can make a complaint or grievance: Mortreux & Partner Group, p. r. o., Šafárikovo námestie 4, Bratislava-Staré Mesto 811 02, Slovak Republic, e-mail: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk)

### ARTICLE I GENERAL PROVISIONS

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1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations of our company as the Seller and You as Buyer (hereinafter referred to as "Customer" or "You"), which arise from the contractual relationship, based on the purchase agreement concluded with you remotely (hereinafter referred to as the "Purchase Contract") through our e-shop at the web-site <https://www.mortreuxart.com/> (hereinafter also referred to as the "e-shop") and that are integral part thereof.
2. Customer can be any natural person, capable of legal acts, or any legal person, who has expressed its interest in purchasing goods on the web-site <https://www.mortreuxart.com/> and who for this purpose filled in and sent an electronic order, by which entered into a contractual relationship with the Seller. According to these GTC, as a Buyer is also understood, under certain circumstances, a third party designated by the Buyer in a binding order as the person to whom the ordered goods has to be handed over (hereinafter referred to as the "Authorized Person"). Indication of the name, surname and address for delivery of the Authorized Person and its contact details in the binding order shall be deemed to be its authorization to take over the ordered goods.
3. By concluding a Purchase Contract, the Seller undertakes to deliver the ordered goods to the Buyer under the conditions specified in these GTC, and the Buyer undertakes to pay the agreed purchase price for these goods.
4. The Seller operates all orders independently and does not cooperate with other companies, that would execute orders on behalf of the Seller. Any offer from a competing company is considered to be a fraudulent and misuse of the Seller's reputation, goodwill and Seller's domain <https://www.mortreuxart.com/>.
5. All the relations between the Buyer and the Seller, which are not regulated by these GTC, are governed by the relevant provisions of the Act No. 513/1991 Coll. Commercial Code, as amended by later regulations ("Commercial Code"). On the proviso that the Buyer is a consumer, in terms of § 52, clause 4 of the Act No. 40/1964 Coll. of the Civil Code, as amended ("Civil Code"), i.e., if it is a Buyer who does not act in conclusion and performance of the contract within its business or other entrepreneurial activity, the relations not regulated by these GTC are governed by the relevant provisions of the Civil Code, Act No. 102/2014 Coll. on consumer protection in the sale of goods or provision of services under a remotely concluded contract, or a contract concluded outside the seller's premises, and amending certain laws ("Act on consumer protection in the sale of goods or services provision under a remotely concluded contract"), Act No. 250/2007 Coll. on consumer protection, and on the amendment of the Act of the Slovak National Council No. 372/1990 Coll. on offenses, as amended ("Consumer Protection Act").
6. The GTC govern the mutual rights and obligations of the Seller and the Buyer (hereinafter collectively referred to as the "Contracting Parties"), which arose in connection with or on the basis of the Purchase Contract to the extent, in which the Contracting Parties did not deviated from them. It is possible to deviate from these GTC, in the Purchase Contract,

only in the event, if it is mutually agreed in writing, whereby the approval of any change by e-mail is also considered a written agreement. Divergent arrangements stated in the Purchase Contract take precedence over the provisions of the GTC.

## ARTICLE II WHAT IS AN ELECTRONIC ORDER?

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1. Electronic order means a sent electronic form, that contains information about the Buyer (name and surname of the Buyer, address of the Buyer, eventually its business name, company domicile, ID number, invoicing data, address of delivery of the order, telephone number, e-mail address, code of ordered goods, amount of goods (number of pieces), date of order issuing, method of payment and method of transport) and a list of ordered goods with the purchase price for these goods (hereinafter referred to as "Order").
2. The Order executed in this way is considered binding, and it is in accordance with the Act on Consumer Protection in the sale of goods or services provision on the basis of a remotely concluded contract understood as a Purchase Contract concluded remotely.

## ARTICLE III ORDERS

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Your order can be placed through the order form published on our web-site <https://www.mortreuxart.com/>.

### ORDERING PROCEDURE

#### STEP NO. 1: SENDING AN ORDER FORM TO OUR COMPANY

1. Through our e-shop, as a Customer, you can order any goods at which occurs a shopping basket icon, product code and product price. The presentation of goods alone in the online store does not constitute any legally binding offer, it is only a non-binding online catalog.
2. After pressing the shopping basket icon, the ordered goods are automatically added to the shopping basket, which is available for inspection at any time. After the selected goods insertion into the shopping basket, you can decide whether you want to close the purchase (you shall fill in the prepared order form), or if you want to continue shopping. When creating an order (Purchase Contract) you are obliged, as a Customer, to fill in the data required by you by the system (it is assumed that if you state your ID number, then you act and buy as an entrepreneur, not as a consumer). This data will be used for the purposes of creating an Order and subsequent fulfillment of the Purchase Contract. The condition of the electronic order validity is true and complete filling in of all data specified in the Order.
3. Before sending any Order to the Seller, the Buyer has opportunity to check and change the information filled in the Order form, as well as to identify and correct errors that occurred when entering information into the Order.
4. By clicking on the "ORDER WITH PAYMENT OBLIGATION" icon, you will send a binding Order to the Seller, confirming that you are familiar with the main features of the goods, with the total price of the goods, with the price for transport costs, postage and other costs, as well as that you have chosen a suitable method of payment from the options offered by the Seller, and that the data entered by you in the Order are considered complete and correct.

#### STEP NO. 2: WE WILL DELIVER TO YOU "ACKNOWLEDGMENT OF THE ORDER ACCEPTANCE "

5. The Order sent by the Buyer according to these GTC is considered to be a proposal to conclude a Purchase Contract for the delivery of the ordered goods, according to the provisions of §43a, clause 1, of the Civil Code. The Seller is obliged to evaluate the received Order and to assess whether it will accept it. The Seller is not obliged to accept the order, even if the Order maybe fulfilled by him.
6. After sending the order form, this Order will be registered in our information system, about what we will inform you by e-mail "CONFIRMATION OF THE ORDER ACCEPTANCE" (acceptance of the order), otherwise it is presumed that the Purchase Contract was not concluded between us as the Seller and you as the Buyer. This e-mail will contain the total summary of your Order, i.e., the wording of the Purchase Contract with your personal data (billing data, delivery data,

contact details). In this step you have the opportunity to check this data, and in the event that you would like to change something, or to complete something, please contact us through e-mail: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk).

7. Upon delivery of the confirmation on the Order acceptance to the Buyer, the Purchase Contract is considered concluded and binding, whereby the subject of which is delivery of the goods specified in the Order at the specified price, all that under the conditions specified in these GTC. We will subsequently check your Order, and we shall check the availability of goods in stock.

#### STEP NO. 3: WE WILL DELIVER TO YOU " INFORMATION ABOUT THE ORDER DISPATCHING"

8. We start work on realization of the concluded Purchase Contract. By e-mail we will inform you about the status of your Order, and on its dispatching to the address specified by you in the order form.
9. We shall pack the goods for you appropriately, and we will send it to you within the specified period. As a Buyer, you undertake to take over the ordered goods, and to pay the agreed purchase price for these goods.

#### IMPORTANT INFORMATION ON ELECTRONIC ORDER

1. By filled out and sent order form, you give us your consent to send electronic invoices. We would like to draw your attention to the fact, that in order to proper performance of the Purchase Contract, it is necessary to immediately inform us about any changes that could affect the delivery of electronic invoices, especially about the change of e-mail address.
2. If necessary, all other information regarding your Order can be sent to your e-mail address.
3. The Buyer is obliged to check the content of the electronic Order stated in the "ORDER CONFIRMATION" sent by e-mail. In the event of found any discrepancies regarding the content of the electronic Order, confirmed by the Seller, the Buyer is obliged to notify the Seller through e-mail without delay.
4. The following shall be considered as essential elements of an electronic Order:
  - Buyer identification, i.e., business name / first name and surname / registered office / permanent address, Company ID number / contact (telephone and e-mail address);
  - Code of the ordered goods according to the offer, or also its description in the offer;
  - Quantity of ordered goods;
  - Address of the place of the goods delivery (place of goods discharge).
5. By sending of an electronic Order, you confirm, that you have read these GTC and that you agree to them at full. We reserve the right to change these GTC without prior notice. The provisions of these GTC are an integral part of every Purchase Contract, that refers to them, namely in wording on the day when the Purchase Contract is concluded.
6. The Seller is entitled, depending on the nature of the Order, to ask the Buyer for additional confirmation of the Order (in writing or by telephone).
7. By sending the order, the Buyer agrees with the use of communication means when concluding the Purchase Contract remotely. The costs incurred to the Buyer in the use of communication means, in connection with the conclusion of the Purchase Contract remotely (especially the cost of Internet connection) shall be borne by the Buyer himself.

#### INDIVIDUAL ORDER

An individual Order is the Order realized through our e-mail contact: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk). A Customer has the possibility to order goods from us according to his own idea, and we will realize it according to his requirements. However, please note, that this is an artistic activity, so the Customer has the opportunity to choose goods, for example, of atypical color or size, a larger quantity of one or more species or goods that are not presented in the e-shop, etc. Interested persons may contact us regarding the prearrange of individual delivery conditions and the price of an individual Order.

#### STEP NO. 1: SENDING AN INDIVIDUAL ORDER OF OUR COMPANY

1. Our e-mail contact: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk) is used to create such "CUSTOMIZED" Order. Such Order sending alone does not yet represent the conclusion of a Purchase Contract, it is a draft of Purchase Contract only, which can be modified until sending of a binding Order.



STEP NO. 2: WE WILL DELIVER TO YOU A "PROPOSAL OF IMAGE DESIGN WITH A PRICE OFFER "

2. After delivery of the completed form, we will prepare a model proposal together with a price offer within three working days. The design of the model can be further modified according to the Customer's request, on the basis of a mutual agreement.

STEP NO. 3: YOU WILL DELIVER TO US A CONFIRMATION THAT YOU AGREE WITH THE ORDER (PRICE ACCEPTANCE OF THE ORDERED GOODS for the goods ordered made-to-measure)

3. In the event of your interest to order goods made-to-measure custom-made binding, send us an e-mail stating "I CONFIRM INDIVIDUAL ORDER" within 5 working days of sending the proposal to modify the goods, where you will enter your identification, invoicing and delivery information on basis of calls from the Seller, within the scope of the executing Order through our e-mail. Only with the confirmation (acceptance) of this price offer (quotation) will be created "ORDER WITH PAYMENT OBLIGATION". By sending a binding Order you also confirm, that you are familiar with the main features of the goods, with the total price of the goods, with the price for shipping, postage and other costs, as well as that you have chosen a suitable method of payment from the options offered by the Seller, and that data you entered in the Order are considered complete and correct.
4. By confirmation, your Order will be considered binding, and we shall begin to execute your Order (we will prepare and modify the goods on basis of your request, and we will send it to the address specified by you).
5. **If you do not send us this confirmation, it is assumed that the Purchase Contract was not concluded between us as the Seller and you as the Buyer.**
6. Upon delivery of the confirmation on acceptance the price of ordered goods by you, the Purchase Contract is considered binding, and subject of the contract is delivery of the goods specified in the Order for the stated Purchase Price, all under the conditions specified in the Purchase Contract and herein GTC.

STEP NO. 4: WE WILL DELIVER TO YOU INFORMATION ABOUT THE ORDER DISPATCHING

7. In the event that you confirmed the price offer, we will start work on realization of the concluded Purchase Contract, and we will inform you by e-mail about dispatching of your Order.
8. We shall pack the goods for you appropriately, and we will send it to you within the specified period. As a Buyer, you undertake to take over the ordered goods and to pay the agreed Purchase Price for these goods.

#### ARTICLE IV RESERVATION OF OWNERSHIP

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1. All effectuated (sent) Orders "WITH OBLIGATION OF PAYMENT" are considered binding.
2. Ownership of the goods is transferred to the Buyer by the goods taking over and payment of the Purchase Price (these two conditions must be met cumulatively).
3. Unless otherwise is agreed in the Purchase Contract, the risk of damage to goods, the risk of accidental damage and accidental deterioration passes to the Buyer at the moment when the Seller fulfills the obligation to deliver the goods to the Buyer, regardless of whether the Buyer actually took over the goods (or provided for goods take over by an Authorized Person). Damage to the goods, which occurred after transfer of the risk of damage to goods under this point to the Buyer, does not affect the Buyer's obligation to pay to the Seller the Purchase Price of the goods and the cost of goods delivery.

#### ARTICLE V DELIVERY CONDITIONS

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1. Delivery time is generally 3-10 working days from the conclusion of the Purchase Contract. Delivery time is informative only. Delivery of goods depends primarily on distance of the delivery address from the address of our place of business, and also on the fact whether and how the product will be customized on basis of your request.
2. In the event that the Buyer is a consumer we are obliged to deliver the goods at latest within 30 days of receiving a binding Order. In the event that the Buyer as a consumer require any customization of the product, the delivery time of

the goods may be extended by the period of this product customization. If the Seller has not fulfilled its obligation to deliver goods within the period under this clause of the GTC, the Buyer shall invite him to deliver the goods within the additional reasonable period provided by him. If the Seller does not deliver the goods either within this additional reasonable period, the Buyer is entitled to withdraw from the Purchase Contract.

3. The Seller is entitled to invite the Buyer to take over the goods also before the expiration of delivery period, agreed in the Purchase Contract.
4. When the ordered goods, or part of the goods from the Order, cannot be delivered within this period, we will inform you immediately (by e-mail, or by telephone) and we shall inform you about the expected date of the goods delivery, or we will suggest the delivery of alternative goods. On the proviso that we are unable to secure the goods even within the additional period, you have the right to withdraw from the Contract, and in the event of payment the purchase price or part thereof, the finances will be returned to your bank account within 14 days.
5. When the Customer has chosen personal collection of goods at the Seller's store, as the mode of transport, this will be possible only in the case of the physical presence of ordered goods at the Seller's store. In event of goods unavailability, an alternative procedure will be agreed with the Customer.
6. Goods with delivery to the address specified by the Buyer are sent by the Slovak Post in the form of a letter or parcel, or a letter / parcel cash on delivery, or by courier. Therefore, 1-3 business days, which takes the delivery of goods to you by Slovak Post, or 1 working day for delivery by courier service, must be added to the delivery time.
7. We will inform you by e-mail that your Order has been handed over to the carrier, or that is ready for personal collection in our store. If the goods were not delivered to you within 7 days after our e-mail notification, please contact your delivery post and us. We will provide you with more detailed information about your package and possible reasons for non-delivery after checking by e-mail.
8. The Customer is obliged to take over the goods at the agreed place and time in person, or to ensure the goods taking over. The Customer will confirm taking of the goods in writing in the delivery note (Receipt confirmation), which is also a proof of payment for the goods. Both Contracting Parties will confirm accuracy of the data contained in the acknowledgment of receipt with their signatures. Together with the goods, the Customer will receive an accounting document (invoice), which serves also as a guarantee certificate.
9. The Seller shall fulfill its obligation to deliver the goods to the Buyer, respectively to the person authorized to take over the goods specified in the Order, at the moment when he allows him to dispose of the goods at the designated place of delivery. In the event that this Authorized Person has not been specified in the Order, the Buyer shall ensure that this Authorized Person proves to the Seller, upon request, his/her identity and authorization to represent the Buyer.
10. The Seller is in delay with the delivery of goods only if it is in delay with its delivery to the Buyer or to the carrier. The Seller is not in delay with the delivery of goods even if it cannot perform for any reason on the part of Buyer, or for any reason on the part of its subcontractor.
11. The obligation to deliver goods is considered fulfilled even if the Customer does not take over goods at the agreed time and place, respectively if refuses to accept the goods. If the Customer does not take over the goods and the goods are returned to us, we have the right to withdraw from the Purchase Contract and to require from the Customer
  - a) reimbursement of costs associated with return of goods (postage related to the return of goods);
  - b) require the Purchase Price of the ordered goods in full amount in the event, that the Buyer has ordered the goods with customization according to these GTC.

Redelivery of the shipment is possible only by mutual agreement, while the costs associated with repeated goods delivery, respectively the costs associated with another method of delivery, must be paid by the Buyer, at the latest upon take-over of the goods.

12. The Seller is not obliged to take back from the Buyer the packaging material in which goods were delivered to the Buyer.
13. Partial deliveries of goods are permissible, and the Buyer is obliged to take over them. The Seller is entitled to invoice the Buyer for an aliquot amount of the total contractually agreed price for transport, for each such partial delivery of goods, separately.

#### **ARTICLE VI RESPONSIBILITY FOR DELAYED DELIVERY OF ORDERED GOODS**

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1. The Seller is not responsible for delayed delivery of the ordered goods, that is caused by the post office or courier company, or incorrectly entered address for delivery of goods.

2. Upon receipt of the shipment, the Customer is entitled to check the shipment for damage to the package of the shipment (mechanical damage caused by transport) and whether the goods are free of defects. In the event of visible damage to the shipment or goods, the Customer is entitled not to accept the shipment, in which case the Customer will not be in delay with the receipt of the goods.

## ARTICLE VII PURCHASE PRICE AND PAYMENT TERMS

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1. The seller is not a VAT payer, only registered for the VAT according to clause. 7a of the VAT Act. All prices of goods and services listed on our e-shop are listed as final, but do not include the price of goods delivery. Prices published by our e-shop store may vary slightly depending on how the product is modified.
2. All these prices are valid for the entire time when they are displayed in the e-shop interface. This does not affect the Seller's right to enter into a Purchase Contract with individually agreed terms.
3. Special prices are valid until the date stated in the details of the goods, or until the stock is sold out. Any additional discounts, that are provided in addition to the discounts listed for individual products on our web-site, individual discounts for the Customer, are not mutually combinable.
4. Each shipment is accompanied by an invoice - a tax document, which also serves as a guarantee certificate.
5. Payment of the Purchase Price means the moment of crediting the payment in full to the Seller's account, to which the payment was to be remitted.
6. The Seller may provide, at its own discretion, taking into account previous Orders or the current purchase, the Buyer with a simple, repeated or permanent discount for all further purchases.
7. The Seller reserves the right to update continuously the prices of goods in the e-shop. However, the prices stated in the Order are binding and unchanged for both Contracting Parties after the Order has been sent by the Buyer.

### TERMS OF PAYMENT

#### **Payment by cashless transfer to a bank account (Internet banking) or through the PayPal**

When you choose the form of payment by bank transfer, then you will pay for the goods to the bank account of the Seller, namely before actual delivery of the goods. When you choose this method of payment in the Order, you will receive an e-mail with the information needed to transfer money: account number, IBAN, exact amount and variable symbol to identify the payment, respectively, the payment will be made through PayPal. The Buyer's obligation to pay the Purchase Price is fulfilled at the moment of crediting the relevant Purchase Price to the Seller's bank account. The deadline for payment of the Purchase Price is 14 days from the date of an e-mail sending with information on payment terms. After crediting the finances to the Seller's bank account, the Buyer will be informed of this fact, and also of the order dispatching. If the Seller does not receive such payment from the Buyer properly and on time, he is entitled to withdraw from the Purchase Contract.

## ARTICLE VIII TRANSPORT AND POSTAGE

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Transport realized within the Slovak Republic	free of charge
Personal collection at our store	free of charge

Shipments abroad are realized, depending on the country, through the Slovak Post. The price for transport will be added depending on the country to which the goods will be delivered. The price list of Slovak Post is published at web-site: <https://cennik.posta.sk/>.

1. The amount of postage will be added according to the scope and size of the delivered goods, and according to the country where the goods will be delivered. The Customer is informed in advance about the added amount for the transport of goods before sending the Order. We do not charge other fees or packaging. An exception is the gift package at the request of the Customer, the price of which you will find out when creating the Order.



2. The Buyer is not entitled to withhold any part of the Purchase Price of the goods on the ground of any of its claims against the Seller, nor to unilaterally set off any of its claims (whether arising or directly related to the Purchase Contract, or arising for any other legal reason) against any claims of the Seller.

#### ARTICLE IX ORDER CANCELLATION

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1. If you want to cancel your Order, which has not yet been processed, please contact us in writing or electronically as soon as possible to our e-mail address mentioned above, and state your Order number providing that the price from the Order (or advance invoice) has not yet been paid.
2. The Buyer can cancel its Order within 48 hours from the Order sending, namely by an e-mail to the address: [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk), or by phone at the telephone number: +421 902 047 921.
3. In the event that you cancel the Order after payment the price from the Order (or advance invoice), but before the goods delivery, even though the delivery period has not yet expired, we reserve the right to deduct proven costs associated with processing of this Order. If your Order has already been paid, we will return the finances to the account from which you paid within 14 days at the latest. In the event of payment by card (VISA, MasterCard), this period may be extended, due to the bank's procedure for returning money from card payments.
4. As the Seller, we reserve the right to cancel the Order, or part of it, if it is not possible, for technical reasons, to deliver the goods within the required period, or under the terms of the Order, or if the goods are no longer manufactured or delivered, or price of goods charged by the supplier has changed significantly. In the event that this situation occurs, we will contact you immediately to agree on further action. In the event that you have already paid the price from the Order (or advance invoice), or part thereof, and there is no agreement on the provision of other goods of the same quality and price, or on any other alternative performance, we undertake to return the payment to your bank within 14 days on the bank account, which was paid for the goods or advance.

#### ARTICLE X CONDITIONS OF WITHDRAWAL FROM THE PURCHASE CONTRACT

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##### WHEN YOU CAN WITHDRAW FROM THE PURCHASE AGREEMENT

1. The Customer, who acts as a **consumer** in relation to the Seller, has the right to withdraw from the Contract concluded remotely without giving any reason **within 14 days** from the date of goods receipt, this period is considered maintained if the **notice of withdrawal from Contract** was sent to the Seller no later than on the last day of this period. The goods shall be deemed to have been taken over by the Customer at the moment when the Customer, or a third party designated by him, with the exception of the carrier, takes over all parts of the ordered goods, or if:
  - a) the goods ordered by the Customer in one Order are delivered separately, at the moment of taking over the goods that were delivered last;
  - b) delivers goods consisting of several parts or pieces, at the moment of taking over the last part or the last piece;
  - c) delivers the goods repeatedly during a specified period, at the time of taking over the first goods delivered.
2. In the event of withdrawal from the Purchase Contract, the Purchase Contract will be canceled from the outset, and also any ancillary contract relating to the Contract from which the Consumer has withdrawn.
3. The Buyer as a consumer may withdraw from the Contract, the subject of which is the goods delivery, even before the beginning of the period for withdrawal from the Contract.
4. In accordance with the provisions of § 7, clause 6, of the Consumer Protection Act in the sale of goods, or provision of services on the basis of a contract concluded remotely, the Customer **may not withdraw** from the Contract, the subject of which is:
  - the sale of goods made according to the consumer's specific requirements, custom-made goods, or goods intended specifically for a single consumer;
  - the sale of goods which, by their nature, may be after delivery inseparably mixed with other goods.

##### PROCEDURE FOR WITHDRAWAL FROM THE PURCHASE CONTRACT

1. When exercising the right to withdraw from the Contract, the Customer is obliged to inform us of his decision to withdraw from the Purchase Contract by a clear statement, namely in writing to the address of the Seller: **Mortreux & Partner Group, s.r.o.**, with its domicile at Šafárikovo námestie 4, Bratislava-Staré Mesto, 811 02, Slovak Republic, by e-mail to [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk), within the period specified above. To withdraw from the Contract, the Customer can use the form, which forms the Annex No. 1 of these GTC, published on our web-site <https://www.mortreuxart.com/>.
2. In the event that the Customer exercises his right to withdraw from the Contract, he is obliged to send the goods back to the following address: **Mortreux & Partner Group, s.r.o.**, with its domicile at Šafárikovo námestie 4, Bratislava-Staré Mesto, 811 02, Slovak Republic, no later than 14 days from the date of withdrawal from the Contract; and we recommend to send the goods as a package by a registered mail, please, do not send the goods to us by cash on delivery. The Customer is obliged to attach to the package a copy of the tax document (invoice), which was delivered to the Customer together with the goods, and a copy of the delivery confirmation issued by the delivery person. The Customer can also return the goods in person at our store at the address: **Mortreux & Partner Group, s.r.o.**, with its domicile at Šafárikovo námestie 4, Bratislava-Staré Mesto, 811 02, Slovak Republic. If you have delegated another authorized person to hand over the goods, fill in name of that person in the notice of withdrawal from the Contract. The time limit for goods returning shall be deemed to have been observed if the goods have been handed over for transport, under this point, before the 14-day period expiry.
3. The goods must not show signs of use, and must be sent to us with complete accessories and documentation. After taking over the goods within the withdrawal period, the Customer has the right to unpack and check the goods in similar way as is usual when buying in a classic stone shop, i.e., to test the goods to determine the properties and functionality of the goods, but does not have the right to start using the goods and return them to the Seller after a few days, otherwise the Customer is responsible for the reduction of the goods value caused by such handling with the goods, which goes beyond the treatment needed to determine the characteristics and functionality of the goods.

#### CONSEQUENCES OF WITHDRAWAL FROM THE PURCHASE CONTRACT

1. Withdrawal from the contract terminates the Purchase Contract from the beginning. In accordance with the provisions of §517, clause 1, of the Civil Code, the Customer may also apply withdrawal only in relation to a part of the subject of the Contract (if the subject of the Contract or binding Order was delivery of a larger quantity of goods) and in such case the Contract is canceled only in this part.
2. If the Buyer, as a consumer, withdraws from the Contract, he acknowledges, that he will bear the costs of returning the goods to the Seller according to § 10, clause 3, of the Act on Consumer protection in the sale of goods or provision of services under a Contract concluded remotely, together with the costs of goods returning, which, forasmuch as their nature, cannot be returned by post.
3. The Buyer as a consumer is not entitled to withdraw, on the proviso that the goods show signs of damage or use, or the goods are not complete, in which case the Seller reserves the right not to accept returning of such goods or, in agreement with the Customer, to charge the Customer with costs related to the goods restoration to the original condition. Damage of packaging and goods alone will be accepted by the Seller only to the extent, that it could not have been prevented by adequate checking of the goods in accordance with this provision of these conditions, i.e., which does not go beyond framework what is necessary to establish the characteristics and functioning of the goods.
4. The Seller undertakes, without undue delay, no later than 14 days from the date of the notice on withdrawal delivery, to return to the Customer all payments received from him under, or in connection with the Purchase Contract, including shipping, delivery and postage, and other costs and fees, in the same manner as was used by the Customer in the payment for the goods, unless the Customer and the Seller have agreed otherwise. However, the Seller pays the costs of transport, delivery and postage to the Customer only to the extent of the cheapest common method of delivery which is offered by the Seller, regardless of which method of delivery the Customer has chosen. Notwithstanding the above, the Seller is not obliged to return the price and other costs to the Customer before the goods are delivered to him, or before the Customer proves, that he has sent the goods back to the Seller.

#### ARTICLE XI NON-ACCEPTANCE OF AN ORDERED SHIPMENT

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1. Non-acceptance of a shipment ordered by the Customer cannot be considered as valid withdrawal from the Purchase Contract according to the valid legal regulations.
2. As a Seller, we have the right to demand from the Buyer reimbursement of all costs associated with non-acceptance of the ordered shipment. All disputes will be resolved in preference by agreement, in accordance with the legal regulations valid in the territory of the Slovak Republic.

## **ARTICLE XII WARRANTY**

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1. Warranty period is set by law for 24 months and begins on the day of the goods takeover by the Customer, unless otherwise is stated. Defective goods and claims arising from defective goods must be raised by the end of the warranty period. At the end of the warranty period, the right to set up a claim to complaint expires. The warranty period is extended by the period during which the Buyer could not use the goods due to guarantee repair.
2. All goods purchased from the Seller is accompanied by an invoice (proof of goods purchase) upon delivery to the Buyer, which also serves as a warranty document.
3. The warranty does not cover damages caused by normal use, improper use or improper storage of the product.
4. The seller is responsible for:
  - compliance with the price that was valid at the time of sending the Order by the Customer, if the Order was accepted;
  - dispatching of goods without defects;
  - delivery of goods in quantity and quality according to the Order, provided that it has been accepted;
  - enclosing a tax document (invoice), unless the Customer requested otherwise.
5. The Seller is not liable to the Buyer for defects in the goods, if they were caused by:
  - unprofessional modification or repair, or any use and handling of the goods, which is contrary to the manufacturer's instructions, applicable technical standards, professional knowledge and/or practice in the branch;
  - external events, such as, e.g., thermal, chemical or mechanical damage, if it occurred after transfer of the risk of damage to goods to the Buyer; or
  - improper storage, handling or transport of goods, in contrary to the manufacturer's instructions, applicable technical standards, professional knowledge and/or practice in the branch;
6. The provision of clause 3 of this Article of these GTC shall not apply to goods with a defect, sold at a lower price agreed for that defect, to wear and tear of the goods caused by its normal use, for used goods to a defect corresponding to the degree of use or wear, that the goods has upon its takeover by the Buyer, or which results from the nature of goods.

## **ARTICLE XIII**

### **Instruction on the Seller's liability for defects in goods, in accordance with §3, letter l) of the Act on consumer protection in the sale of goods, or services provision, on the basis of a Contract concluded remotely**

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1. In the event of a defect that can be eliminated, the Buyer has the right to have defect removed free of charge, in a timely and proper manner. The Seller is obliged to eliminate the defect without undue delay.
2. The Buyer may, instead of the defect elimination, to request replacement of the goods, or, if the defect concerns only a part of the goods, a replacement of the respective part, if to the Seller does not incur disproportionate costs with regard to the price of goods or the severity of the defect.
3. The Seller may always replace the defective goods with perfect ones, instead of the defect elimination, if this does not cause serious difficulties for the Buyer.
4. If it is a defect that cannot be eliminated, and which prevents the goods from being properly used as the goods without defects, the Buyer has the right to replace the goods, or has the right to withdraw from the Purchase Contract. The same rights belong to the Buyer in event of rectifiable defects, however if the Buyer is unable to use the goods properly due to the recurrence of the defect after repair, or due to a larger number of defects.
5. In the event of other irreparable defects, the Buyer is entitled to a reasonable discount on the price of the goods.

## **ARTICLE XIV COMPLAINTS AND WARRANTY CONDITIONS**

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6. The Complaints Procedure regulates the proceeding of the Seller and the Buyer in exercising rights arising from the Seller's liability for defects in the goods purchased on the web-site <https://www.mortreuxart.com/> and the rights and obligations of the Buyer and the Seller related thereto.
7. Complaints are handled in accordance with valid legal regulations of the Slovak Republic, while the procedure of the Buyer, who IS a consumer, in accordance with § 52, clause 4, of the Civil Code, is governed by § 619 to § 627 of the Civil Code and by the Consumer Protection Act (the Consumer Protection Act in the sale of goods or provision of services under a contract concluded remotely), and the Buyer's procedure, which IS NOT a consumer, within meaning of § 52, clause 4, of the Civil Code, is governed by § 422 to 442 of the Commercial Code.
8. Warranty service is provided by the Seller as the operator of the e-shop.
9. The Customer is obliged to visually check the goods immediately upon and after receipt. He is entitled not to accept the goods, if there is visible mechanical damage on it, or on its packaging, obviously caused by transport, or if the goods are incomplete. In such event, he is always obliged to write a report on the damage/complaint with the relevant driver/courier, or refuse to accept the shipment. Incomplete shipment or damage to goods must be reported within 48 hours of the shipment receiving by e-mail to address [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk). Subsequent claims for the shipment incompleteness or for mechanical damage to the product would be accepted only if the Buyer proves, that the goods under complaint has defects already at the time of receipt.
10. On the proviso that the Buyer finds that the goods are incomplete, or in any way damaged by transport, what is not manifested by external damage to the packaging, respectively the Buyer discovers other inadequacies, then the Buyer is obliged to exercise a complaint to the Seller immediately, otherwise the delivery is considered complete and without defects, and the Seller has the right not to accept complaints under this title.
11. The Buyer is obliged to complain to the Seller about defects in the goods without undue delay, according to the conditions specified in the relevant provisions of the Commercial Code and of the Civil Code. Potential delay in raise complaints on any defect in the goods during the continued use (of damaged) goods could cause extension of the defect, devaluation of the goods, and could also affect the outcome of the complaint procedure.
12. Each complaint will be resolved by the Seller no later than 30 days after receipt of the claimed goods from the Customer. If it is a longer complaint, the Customer will be informed about the status of the complaint solving.
13. The Seller is not responsible for defects caused by mechanical damage to the product, operating the product in unsuitable conditions (chemically aggressive, dusty environment, ...), intervention in the product by a person other than authorized (authorized service), or caused by a natural disaster, i.e., force majeure.
14. As a defect of goods cannot be considered any change in the properties of the goods, that occurred in course of the warranty period due to goods wear, misuse, insufficient or inappropriate treatment, due to natural changes in the materials from which the goods are made, due to any damage caused by the Buyer or by any third party, or by other improper intervention.
15. The Buyer has no right to file a complaint against defects of which he was informed at the time of the Purchase Contract concluding, and for which he was granted a discount on the price of the goods.

## COMPLAINTS PROCEDURE

1. In event of a complaint about the goods purchased goods on our e-shop, inform us by e-mail at address [gmortreux@m-p.sk](mailto:gmortreux@m-p.sk), or in writing at address: Mortreux & Partner Group, s.r.o., with registered domicile at Šafárikovo námestie 4, Bratislava-Staré Mesto, 811 02, Slovak Republic. Send the claimed goods to us as a registered package, in principle not as cash on delivery to the address: Mortreux & Partner Group, s.r.o., with domicile at Šafárikovo námestie 4, Bratislava-Staré Mesto, 811 02, Slovak Republic, together with the completed Complaint Form, which forms the Annex No. 2 to these GTC. The Buyer takes cognizance, that together with the claimed goods, he is obliged to send a proof of the claimed goods purchase, which serves as a certificate of warranty. In the Complaint Form have to be briefly stated the reasons for the complaint, your identification (business name, name and surname, address, your delivery address, description of the goods, name and number of the bank account in which the account is maintained, if you request a refund finances to your account, date, and your signature).
2. Only goods purchased from the Seller, and fully paid, would be under complaint. The Buyer is obliged to describe in the Complaint Form as concisely as possible the defect for which the goods are claimed and how the defect manifests itself externally. Complaint handling only applies to errors listed in the Complaint Form.

3. On the proviso that the Complaint Form is not completely filled in, or is not accompanied by proof of purchase and receipt of goods (hereinafter referred to as "Required Documents"), the Seller shall invite the Buyer by phone or e-mail to complete the missing data, or to attach the missing Required Document.
4. When the Seller fails in repeated calls to reach the Buyer by phone, and/or the Buyer does not respond to the Seller's e-mail request within 7 days of the Complaint Form receipt and/or Required Documents by the Seller, the Seller reserves the right not to continue in handling complaint, and the goods will be returned at Buyer's expense back to the Buyer, to the address specified in the Complaint Form.
5. If the goods, that are subject of the complaint, are not enclosed together with the completed Complaint Form and the Required Documents, the Seller reserves the right not to continue handling the matter until delivery of the goods intended for the complaint to the Seller. In the event, that even after the subsequent request of the Seller, the Buyer does not deliver the goods intended for the complaint. It is considered that the Buyer does not intend to replace or to complain about the goods. This also applies if the Buyer does not send the goods to be returned within 14 days of withdrawal from the Purchase Contract.
6. The Seller recommends to the Buyer to insure the goods, which are the subject of the return/replace/complaint. Any risk of damage to the goods, which is the subject of return/replace/complaint, is borne by the Buyer until the moment of these goods receipt by the Seller.
7. After receiving the claimed goods, we will contact you immediately by e-mail or telephone, and we will agree with you on a quick resolution of the complaint.
8. When identifying a defect in the claimed goods, the legal provisions of the Civil Code shall be followed (§ 622 and §623). Eliminate defects must be removed by the Seller without undue delay, or at the request of the Buyer has to be realized replace of goods. If it is a defect that cannot be eliminated, and which prevents the goods from being properly used as a matter without defects, the Buyer has the right to replace the goods, or the right to withdraw from the Contract.
9. The Seller shall handle the complaint in one of the following legal ways:
  - *by the repaired goods handing over;*
  - *goods replace;*
  - *return the purchase price of goods;*
  - *by paying a reasonable discount on the price of the goods*
  - *a written invitation to take over the performance;*
  - *by justified refusal of warranty claim of the goods.*
10. If the complaint is accepted, we will replace the claimed goods piece by piece, or we will provide another one, chosen by you (up to the value of the claimed goods), at your discretion, and we also bear the cost of returning and delivering new goods, or you have the right to withdraw from the Contract, and in that case, we will refund finances to you.
11. The Seller, or an employee authorized by him, or another obligated person designated for repair, is obliged to handle the complaint immediately, in complex cases within three working days of the complaint being lodged. The time required for a professional assessment of the defect is not included in this period. However, settlement of the complaint may not take longer than 30 days from filing of the complaint and receipt of the claimed goods. After this period, the Buyer who is a consumer, has the same rights as if it was a defect that cannot be eliminated, i.e., the consumer has the right to withdraw from the Contract, or has the right to replace the faulty product for a new product. You will be informed about the result of the complaint immediately after finishing the complaint procedure by e-mail, and together with the goods you will receive a complaint protocol with the date and method of handling the complaint, inclusive of confirmation on performed repair and repair duration, or written justification of the complaint rejecting.
12. The Seller is obliged, if he does not accept the complaint within three working days, to send the goods at his own expense for professional assessment.
13. In the event that you file a complaint for the goods within the first 12 months from the Purchase Contract conclusion, we can handle the complaint by its rejection only on the basis of an expert opinion. We bear the costs associated with the expert's professional assessment in full extent.
14. If you file a complaint for the goods after 12 months from the Purchase Contract conclusion and we reject it, we are obliged to state in the document on handling the complaint to whom you can send the goods for professional assessment. We bear costs related with professional assessment, realized using your right for the professional assessment of goods according to the documented contact, as well as all other related things, regardless the result of the professional assessment. As a Customer, you can file a complaint again, on the proviso that our liability for the defect of claimed goods is proven. The warranty period does not lapse during the professional assessment of the goods. We are obliged

to reimburse all costs incurred for the professional assessment of the goods to you within 14 days from the date of the re-filed complaint, as well as all related purposefully incurred costs. We cannot reject a re-submitted claim.

#### **ARTICLE XV ALTERNATIVE DISPUTES RESOLUTION**

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1. The Seller is interested in resolving disputes with the Buyer primarily out of court, and therefore in the event that the Buyer is not satisfied with handling of the complaint, or feels that his rights have been violated by the Seller, the Buyer may turn for purpose to resolve the arose situation to the Seller through e-mail address: [gmortreux@mp.sk](mailto:gmortreux@mp.sk), respectively, in accordance with the Act No. 391/2015 Coll. on alternative dispute resolution, to submit a proposal for initiation the alternative resolution of disputes (ADR) to the relevant entity, which is the Slovak Trade Inspection, or a legal entity registered in the list of ADR entities kept by the Ministry of Economy of the Slovak Republic.
2. The Buyer may also resolve disputes through the platform  
<https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1>
3. You can find more detailed information also here:
  - <https://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>,
  - <https://www.economy.gov.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/alternativne-riesenie-spotrebitelskych-sporov>

#### **ARTICLE XVII FINAL PROVISIONS**

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1. These GTC have been formulated and established in good faith, in order to meet the legal conditions and adjustments of fair business relations between the Seller and the Buyer. The Buyer's rights in relation to the Seller, arising from the Consumer Protection Act, and the Consumer Protection Act in the sale of goods or provision of services on the basis of a contract concluded remotely, remain unaffected by these conditions. Legal relations and conditions not expressly regulated here, as well as any disputes arising from non-compliance with these conditions, are governed by the relevant provisions of the Commercial Code, or Civil Code, the Consumer Protection Act, and the Consumer Protection Act in the sale of goods or services under a contract concluded remotely. In the event, that the Buyer is a person with domicile or place of business outside the territory of the Slovak Republic, the incidence of the UN Convention on Contracts for the International Sale of Goods is excluded by agreement of the Contracting Parties. This also applies if the legal relationship established by the Purchase Contract contains an international (foreign) element.
2. If any provision of these GTC is or becomes invalid or unenforceable, in any respect at any time, the validity and enforceability of remaining provisions of these GTC shall not be affected or violated. The Contracting Parties hereby undertake to negotiate on replacement of any invalid or unenforceable provision with a new provision, whereby the new provision shall be as close as possible to the meaning of the invalid or unenforceable provisions which it replaces. This does not affect the right of the Seller to change these GTC, in accordance with this Article of these GTC.
3. The Seller is entitled to assign or transfer this Contract, or any part thereof, as well as individual rights and obligations arising from the Purchase Contract to a third party, provided, that he is obliged to notify the Buyer of this fact in advance in writing. By signing the Purchase Contract, the Buyer gives his irrevocable consent to such assignment, or transfer.
4. The Buyer is not entitled to assign or transfer the Purchase Contract, or any part thereof, as well as individual rights and obligations arising from the Purchase Contract to a third party without the prior written consent of the Seller.
5. FORCE MAJEURE: A Contracting Party shall be released from the obligation to compensate for damage, if it proves that it was temporarily or permanently prevented from fulfilling the Purchase Contract by an exceptionally unforeseeable and unsurpassable obstacle, which arose independently of its will.
6. The Purchase Contract may be amended only by written agreement of both Contracting Parties.
7. These GTC apply unless otherwise is expressly agreed in writing between the Seller and the Buyer, or unless otherwise is provided by the relevant legislation. Any special conditions stated in the Purchase Contract take precedence over the provisions of these GTC. These GTC also apply if the conditions stated in the Buyer's Orders are different, excepting that these conditions have been undefended in writing by the Seller.

8. By confirming the "Order with the payment obligation" button before sending the Order, the Buyer declares, that he has read these GTC, fully understands their content, and that he agrees with them.
9. The GTC in their current version are available electronically on the Seller's web-site at: <https://www.mortreuxart.com/obchodne-podmienky>.
10. The Seller is entitled to change/supplement unilaterally these GTC at any time, namely when the related legal norms were modified, or at changes in the way of business activities conducting. However, such a change or supplement does not affect the rights or obligations of the Contracting Parties from the Purchase Contracts concluded before the effective date of the GTC so amended. Notice of a change in the GTC is not a condition for their entry into force, and the Buyer is thus obliged to become acquainted with their currently effective wording, before sending the Order. The new updated version of the GTC replaces the previous version and will enter into force/effects:
  - a) on the date of their publication on the Seller's web-site (applies if the GTC are published on this web-site); or
  - b) on the day following their sending in electronic form (by e-mail) from the Seller to the e-mail address of the Buyer (that applies if the GTC are not published on the Seller's web-site).
11. The Seller and the Buyer have agreed, that they fully accept remote communication - telephone, electronic form of communication - especially through e-mail and the Internet network, as valid and binding for both Contracting Parties.
12. These GTC take effect from November 23<sup>rd</sup>, 2020.

#### **SUPERVISORY AUTHORITY:**

*(It is the Inspectorate of the Slovak Trade Inspection (SOI) for the Bratislava Region, Supervision Department)*

#### **Inšpektorát Slovenskej obchodnej inšpekcie (SOI) pre Bratislavský kraj**

Bajkalská 21/A, P. O. BOX No. 5, 820 07 Bratislava, Slovak Republic

Odbor výkonu dozoru

Telephone No.: 02/58 27 21 72, 02/58 27 21 04

Fax No.: 02/58 27 21 70

Web: <https://www.soi.sk/>

#### **COPYRIGHT:**

1. The e-shop's web-site and the method of its implementation are protected by the relevant provisions of the Act No. 185/2015 Coll. Copyright Act, as amended by later regulations.
2. All information, reports and descriptions, eventually images on this web-site are protected by copyright.

#### **ANNEXES:**

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- Annex No. 1: Withdrawal form
- Annex No. 2: Complaint form