

General Terms and Conditions

eshop laherba.eu, operated by LAHERBA, s.r.o.

1. INTRODUCTORY PROVISIONS

These terms and conditions (hereinafter referred to as the "terms and conditions") of the trading company LAHERBA, s.r.o., with its registered office at Karpatské námestie 10A, Bratislava, 83106, Slovakia, ID: 54304610 (hereinafter referred to as the "seller") govern the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the purchase contract (hereinafter referred to as the "purchase contract") concluded between the seller and another natural or legal person (hereinafter referred to as the "buyer") via the seller's online store. The online store is operated by the seller at the internet address www.laherba.eu, via a web interface (hereinafter referred to as the "web interface of the store").

The terms and conditions further govern the rights and obligations of the contracting parties when using the seller's website located at www.laherba.eu (hereinafter referred to as the "website") and other related legal relationships. The terms and conditions do not apply to cases where a person who intends to buy goods from the seller, he acts when ordering goods as part of his business activity.

Provisions deviating from the terms and conditions can be negotiated in the purchase contract. The terms and conditions are an integral part of the purchase contract.

The wording of the terms and conditions may be changed or supplemented by the seller. This provision does not affect the rights and obligations arising during the effective period of the previous version of the terms and conditions.

Based on the buyer's registration on the website, the buyer can access their user interface. The buyer can order goods from his user interface (hereinafter referred to as "user account"). The buyer can also order goods without registration directly from the store's web interface.

When registering on the website and ordering goods, the buyer is obliged to enter all data correctly and truthfully. The buyer is obliged to update the data in the user account in case of any change. The data provided by the buyer in the user account and when ordering goods are considered correct by the seller.

Access to the user account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his user account and acknowledges that the seller is not responsible for the buyer's breach of this obligation.

The buyer is not entitled to allow third parties to use the user account. The seller can cancel the user account, especially if the buyer does not use his user account for more

than 2 years, or if the buyer violates his obligations under the purchase contract (including terms and conditions).

The buyer acknowledges that the user account may not be available continuously, especially with regard to the necessary maintenance of the seller's hardware and software equipment, or necessary maintenance of hardware and software equipment of third parties.

2. CONCLUSION OF THE PURCHASE CONTRACT

The web interface of the shop contains a list of goods offered for sale by the seller, including the prices of the individual goods offered. The prices of the offered goods are listed including value added tax and all related fees. The offer for the sale of goods and the prices of these goods remain valid for as long as they are displayed in the web interface of the store. This provision does not limit the possibility of the seller to conclude a purchase contract under individually agreed conditions. All offers for the sale of goods placed in the web interface of the store are non-binding and the seller is not obliged to conclude a purchase contract regarding these goods.

The web interface of the shop in the Cart section also contains information about the costs associated with the delivery of the goods.

To order goods, the buyer fills out the order form in the web interface of the store. The order form mainly contains information about:

- ordered goods (the buyer puts the requested goods in the shopping cart),
- the method of payment of the purchase price of the goods, data on the required method of delivery of the ordered goods
- information on the costs associated with the delivery of the goods (hereinafter referred to collectively as the "order").

Before sending the order to the seller, the buyer is allowed to check and change the data that the buyer entered in the order, also taking into account the possibility of the buyer to find out and correct errors that occurred when entering data into the order.

The buyer sends the order to the seller by clicking the "Send order" button. The seller considers the data in the order to be correct. Immediately after receiving the order, the seller will confirm this receipt to the buyer by e-mail, to the buyer's e-mail address specified in the user interface or in the order (hereinafter only "buyer's electronic address").

The seller is always entitled depending on the nature of the order (quantity known, the goods, amount of the purchase price, estimated shipping costs) to ask the buyer for additional confirmation of the order (for example, in writing or by phone).

The contractual relationship between the seller and the buyer is established by the delivery of the acceptance of the order (acceptance), which is sent by the seller to the buyer by e-mail, to the e-mail address of the buyer.

The buyer acknowledges that the seller is not obliged to enter into a purchase contract,

especially with persons who have previously materially violated the purchase contract (including terms and conditions).

By concluding the purchase contract, the buyer declares that he is over 18 years old.

The seller reserves the right to cancel the order in case of doubts about the fulfillment of the condition of majority of the buyer, mainly when purchasing tobacco products.

The buyer agrees to the use of remote communication means when concluding the purchase contract. The costs incurred by the buyer when using means of communication at a distance in connection with the conclusion of the purchase contract (costs of Internet connection, costs of telephone calls) are covered by the buyer himself.

3. PRICE OF GOODS AND PAYMENT TERMS

1. The price of the goods is known to the customer in advance. The price of each product is listed on the web interface www.laherba.eu. The resulting price of the order is the sum of the prices of the products chosen by the buyer and the fees for the method of payment and the method of delivery. All fees are listed in the order form and are included in the final price.

2. In the order form, the customer has the option to choose the method of payment and the method of delivery. If the method of payment or the method of delivery affects the final price, the amount of the fee is indicated in the order form and the fee is included in the final price.

3. The buyer can make the payment in cash on delivery upon receipt of the goods. In addition, the buyer has the option to pay by cashless transfer to the seller's account or by using a payment gateway.

4. In the case of non-cash payment, the buyer is obliged to pay the purchase price of the goods together with the indication of the variable payment symbol. In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled when the relevant amount is credited to the seller's account.

5. The minimum order value for sending by Courier, Post or Packeta is 20 euros. This amount is set for efficiency in the processing, packaging and shipping of packages.

4. DELIVERY OF GOODS AND DELIVERY TERMS

The seller will confirm receipt of the order to the customer by e-mail. The goods are usually dispatched within one working day from the receipt of the order (or in the case of

advance payment from the crediting of the amount to the seller's account). If the goods are sold out, the seller will notify the buyer and agree on the next procedure.

The method of delivery of the goods and the associated fees are defined for each individual order form. In the order form, the customer has the option to choose the method of payment and the method of delivery. If the method of payment or the method of delivery affects the final price, the amount of the fee is indicated in the order form and the fee is included in the final price.

In the case of sending ordered goods via Courier Service, Post or Packeta, the maximum weight of one shipment is 5 kg. In the case of personal collection, the weight of the ordered goods is not limited.

The buyer is obliged to properly accept the goods from the carrier, check that the packaging is intact and notify the carrier immediately of any defects. In the event of a violation of the packaging indicating unauthorized intrusion into the shipment or its obvious damage due to careless handling, the buyer is advised not to accept the shipment.

By concluding the purchase contract, the buyer is obliged to take over the ordered goods. If the buyer violates this obligation, he is responsible for the damage caused to the seller. The buyer and the seller hereby agree that in the event that the buyer does not accept the shipment sent by cash on delivery and it is returned, he will pay the seller compensation in the flat-rate amount of 20 euros only.

The seller declares that he will not apply for damages in the actual amount consisting of labor costs, unpacking, packaging, invoicing, shipping, postage, return unpacking, issuance of a credit note, storage, lost profit, etc., but only the agreed flat-rate compensation. The above agreed sum of 20 euros is payable within 15 days from the moment when the ordered shipment was handed over to the first carrier.

5. CANCELING FROM THE AGREEMENT (right of withdrawal)

The consumer is entitled to cancel the contract within 14 days of acceptance of performance.

The buyer undertakes that if he exercises his right to withdraw from the contract, he will send undamaged goods showing no signs of use to the seller's address, in the original packaging and with all accessories and documentation, secured so that it cannot be damaged during transport. The seller recommends insuring the shipment. It also expressly states that parcels sent by cash on delivery cannot be accepted. In this case, the shipping costs are borne by the customer.

Before sending any goods back, the customer is obliged to inform the supplier about this fact by e-mail to the e-mail address info@laherba.eu.

When withdrawing from the contract, it is necessary to state your first and last name, order number and contact (e-mail or phone) and present the original or a copy of the proof of

purchase of the goods. Shipments from which it is not clear why they were sent to us will be returned to the sender.

After receiving the returned goods, the seller undertakes to send the purchase price back to the customer's bank account or billing address, within 30 days at the latest. The seller is entitled to withdraw from the contract until the moment of dispatch of the goods, in case of unavailability of the goods, significant changes in the price of the goods. However, before withdrawing, the seller is always obliged to contact the buyer in order to agree on the next procedure.

In the event that the item upon acceptance by the buyer does not comply with the purchase contract, the procedure is in accordance with the provisions of the Civil Code.

6. WARRANTY AND COMPLAINTS

The warranty for goods sold through the e-shop is governed by and in accordance with applicable legislation. If the buyer is a consumer and if a longer period is not specified in the warranty certificate, the warranty period is 24 months from the receipt of the goods. If a time limit for the use of the thing is marked on the sold item, its packaging or the instructions attached to it in accordance with special legal regulations, the warranty period ends when this period expires.

The warranty does not cover the wear and tear of the item caused by its usual use. For items sold at a lower price, the warranty does not apply to defects for which a lower price was negotiated.

Depending on the nature of the defect, the buyer has the following rights when making a claim:

If it is a defect that can be removed, the buyer has the right to have it removed free of charge, on time and properly, and the seller is obliged to remove the defect without undue delay. If it is not disproportionate due to the nature of the defect, the buyer can demand the replacement of the item, or if the defect concerns only a part of the item, the replacement of the part. If such a procedure is not possible, the buyer can ask for a reasonable discount on the price of the item or withdraw from the contract.

If it is an irreparable defect that prevents the proper use of the goods, the right to exchange defective goods or withdraw from the purchase contract, the same rights belong to the buyer, if the defects are removable, but if the buyer cannot due to the reappearance of the defect after repair or for a larger number of defects to properly use the thing. Reoccurrence of a defect is considered if the same defect preventing proper use, which has already been removed at least twice during the warranty period, occurs again. A greater number of defects is understood if the item simultaneously has at least three defects preventing its proper use.

If there are other defects that cannot be removed and if the consumer does not demand the replacement of the item, he has the right to a reasonable discount from the purchase

price or withdrawal from the purchase contract. When making a claim, the buyer is obliged to present a proof of purchase and fill out a cover letter.

In the case of a justified complaint, the buyer has the right to compensation for the costs associated with the complaint (especially the postage paid when sending the claimed goods). In case of withdrawal from the contract due to a defect in the item, the consumer also has the right to reimbursement of the costs of this withdrawal. In the event of an unauthorized claim, the goods will be sent back to the customer at his expense. The costs associated with the transportation of the goods to the customer after the settlement of the justified complaint are covered by the seller.

If goods are exchanged within the warranty, the warranty period starts running again from the receipt of the new product. After processing a valid complaint, the warranty period is extended by the duration of the complaint procedure (this period begins on the day following receipt of the goods and ends on the day the complaint is processed - not the date of collection of the goods by the customer).

7. SECURITY AND PROTECTION OF INFORMATION

The seller declares that all personal data are confidential, will be used only to fulfill the contract with the buyer and will not otherwise be published, provided to a third party, etc., with the exception of the situation related to the distribution or payment system regarding the ordered goods (communication of the name and delivery address).

The operator of the e-shop as administrator of personal data (hereinafter referred to as "Administrator") hereby, in accordance with the provisions of Art. 13 Regulation of the European Parliament and the Council (EU) no. 2016/679 of April 27, 2016, General Regulation on the Protection of Personal Data (hereinafter referred to as the "Regulation"), informs its customers (hereinafter referred to individually as the "Data Subject") that:

1. The Data Subject's personal data, which will be submitted to the Controller when the order is sent, will be processed for the purpose of concluding the purchase contract and its subsequent performance, including handling any claims of the Data Subject due to defective performance. The legal basis for the processing of the Data Subject's personal data is therefore the fulfillment of the purchase contract established by the Data Subject's order and, at the same time, the fulfillment of the Administrator's legal obligations according to legal regulations governing rights and obligations in connection with consumer protection and accounting.
2. The reason for providing the Data Subject's personal data to the Administrator is that the identification of the contractual parties is necessary for the conclusion and performance of the purchase contract, which would not be possible without the provision of this data.
3. The personal data of the Data Subject will be processed for the period during which the Administrator is obliged to store this data according to generally binding legal regulations, i.e. at least for a period of 5 years according to the Accounting Act or for a period of 10 years according to the VAT Act.

4. There will be no automated decision-making or profiling during the processing of the Data Subject's personal data.

5. The administrator did not appoint a personal data protection officer or designate a representative for the fulfillment of duties in the sense of the Regulation. Personal data of the Data Subject may be provided to the delivery service provider chosen by the Data Subject for the purposes of order processing, and also to persons to whom the Controller provides legal and accounting services in order to ensure the proper fulfillment of obligations stipulated by generally binding legal regulations. The Administrator does not intend to transfer the personal data of the Data Subject to other persons, to a third country, an international organization or to third parties other than those mentioned above.

6. The data subject has the right to request from the Administrator access to his personal data, their correction or deletion, or restriction of processing, and to raise an objection to processing, he has the right to the transferability of this data to another administrator, as well as the right to file a complaint with the Office for Personal Protection data, if he believes that the Administrator is acting in violation of the Regulation when processing personal data.

8. PROTECTION OF PERSONAL DATA

I agree to the processing of my contact data (name, surname, address, telephone, e-mail, IP address) by LAHERBA, s.r.o. for the purpose of offering services and products of LAHERBA, s.r.o.

I confirm that I have familiarized myself with the content of the Personal Data Processing Policy and the instructions on how LAHERBA, s.r.o. processes my personal data, about my rights, about the possibility to withdraw this consent and about the fact that I can get the current wording of the rules at any time on the laherba.eu website.

9. DECLARATION OF THE OPERATOR

The User acknowledges that the photographs of the Goods in the E-shop may be illustrative or may give a distorting impression due to their conversion to the display in the User's technical means, therefore the User is always obliged to read the full description of the Goods and contact the Operator in case of any ambiguity.

The Operator declares that the data records in the E-shop, as an electronic system, are reliable and are carried out systematically and sequentially and are protected against changes.

There are no assumptions or representations that the products or information provided on this website are available, appropriate, unrestricted or legal outside the Czech Republic. Anyone who chooses to access this website is entirely responsible for ensuring that the products and information listed are unrestricted in their own country. Use of this website is at your own risk.

Customer must be 18 years of age or older to order. Any order is therefore deemed to be placed in accordance with this condition.

These Terms and Conditions, as well as the Purchase Agreement, are governed by the laws of the Slovak republic, in particular the Civil Code.

10. FINAL PROVISIONS

The seller reserves the right to change the terms and conditions. The amended conditions will be announced in a suitable manner on the laherba.eu website.

All orders sent by the buyer to the laherba.eu online store are considered binding. By sending the order, the buyer voluntarily and unreservedly accepts and agrees with all provisions of these general business and warranty conditions and is aware of all rights and obligations arising from them.

Bratislava on February 20th, 2025