

## General Terms & Conditions

### I. Introductory provisions and Definition of terms

1. These general terms and conditions (hereinafter also referred to “GTC”) govern the legal relationships between

Business name: Pineapple Agency, s.r.o.

Seat: Račianska 26/B 831 02 Bratislava - mestská časť Nové Mesto, Slovenská republika

Registered in the Commercial Register of the District Court Bratislava I, section: Sro, file no. 141253/B

Tax ID number: 52705978

DIČ: 2121137744

ID for VAT: SK2121137744

Bank account: SK5011000000002948129916

The seller is a VAT payer /Value added tax/

(hereinafter also referred to as “**Seller**”) and an individual, who buys the goods or service offered by the Seller at their e-shop, and who acts in the position of a consumer pursuant to subsequent provisions of these GTC and respective acts defining a consumer within the current Slovak legal framework, mainly: Act no. 102/2014 Coll. On Consumer Protection on the Sale of Goods or Provision of Services based on Distance Contract and Off-Premises Contract as amended, Act no. 250/2007 Coll. on Consumer Protection as amended , Act no. 22/2004 Coll. On Electronic Commerce as amended, and Act no. 40/1964 Coll. Civic Code as amended (hereinafter referred to as “**Customer**”).

1.1. Seller’s e-mail and telephone contact:

Email: support@mirrorbeauty.eu

Tel. no.: +421 948 486 815

1.1.1. Postal address for receiving written matters, including claims, complaints, contract withdrawals, etc.:

Pineapple Agency, s.r.o. , Račianska 26/B 831 02 Bratislava

1.2. These GTC regulate legal relationships between Customers who are consumers and the Seller.

2. Customer is every individual (natural person or corporate body), who sends the order via the electronic order form using the Seller’s website, or via any other tools of distance communication.

2.1. Consumer is a customer, who is a natural person, and who in the process of concluding the contract via the Seller's e-shop, does not act within the scope of the subject of his or her business activities.

2.2. Any legal relationships (as well as any other legal relationships arising from the contractual relationship) with the Customer, who is a corporate body or a natural person – entrepreneur, acting within the scope of his or her business activities / individuals who are not in the position of a consumer / are regulated by Act no. 513/1991 Coll. Commercial Code as amended.

2.3. Distance contract according to these General terms and conditions shall mean a contract between the Seller and Consumer agreed and concluded solely via one or more means of distance communication without a simultaneous physical presence of the Seller and Consumer, mainly using the website or any other means of distance communication.

3. Products (hereinafter also referred to as "Items") hereby represent any goods or services designated for sale and simultaneously published at the Seller's e-shop.

4. Seller is simultaneously the operator of the electronic system via which the Seller provides the online shop at the domain called **www.mirrorbeauty.eu** (hereinafter also referred to as "online shop" or "e-shop").

5. The authority, which supervises the compliance with the consumer protection legislation, is as follows:

The Inspectorate of the Slovak Trade Inspection

with the seat in Bratislava for the region of Bratislava

Bajkalská 21/A, P. O. BOX no. 5, 820 07 Bratislava

Department of surveillance

tel. no.: 02/58 27 21 72, 02/58 27 21 04

fax no.: 02/58 27 21 70

e-mail: [ba@soi.sk](mailto:ba@soi.sk)

web link for filing complaints: <https://www.soi.sk/sk/Podavanie-podnetov-staznosti-navrhov-a-ziadosti/Podajte-podnet.soi>

5.1. The authority, which supervises the sale of cosmetics and food supplements, is the Public Health Authority and its regional sections, in particular:

Regional public health authority Bratislava

Ružinovská 8, 820 09 Bratislava

tel. no.: 02/43338 286, 02/43338 288

e-mail: [ruvzba@uvzs.sk](mailto:ruvzba@uvzs.sk)

6. Customers may also address their complaints or initiative directly to the Seller at the postal address listed herein. Simultaneously, Customers are hereby advised to send their complaints or initiative (in order to speed up the complaint handling process) to the Seller's e-mail address as follows: support@mirrorbeauty.eu

Any complaints or initiative shall be investigated and completed by the Seller within ten (10) business days from the date of receipt. The Seller shall inform the Customer on the status (completion) of the complaint using the same form as used by the Customer to deliver the complaint to the Seller.

7. Pursuant to point (n) of Article 3 (1) of the Act no.102/2014 Coll., the Seller hereby informs the consumer on the non-existence of any special relevant Codes of Conduct binding the Seller, while by a Code of Conduct we mean any agreement or set of rules, which restrict behaviour of the Seller who undertook to comply with such Code of Conduct in relation to one or more particular business practices or business industries, provided that these are not stipulated by law or any other legal regulation or measure of a public administration authority, which the Seller undertook to comply with, and on the manner how the consumer may get acquainted with them or obtain their wording.

## **II. Ordering a product – concluding a purchase contract**

1. An order of products sent by the Customer to the Seller via the electronic order form using the Seller's website or via any other tools of distance communication, constitutes a proposal for conclusion of the purchase contract from the side of the Customer.

2. The contract between the Customer and Seller is deemed closed when the Customer receives Seller's confirmation of the order placed pursuant to Article II (1) of these GTC (electronically to the Customer's e-mail address, which the Customer chose in the ordering process).

2.1. Shall the Customer opt to pay online by card or bank transfer to the Seller's account, the contract between the Customer and Seller is deemed concluded when both following conditions are met simultaneously:

2.1.1. The total amount is credited to the Seller's account.

2.1.2. The Seller confirms Customer's order pursuant to Article II (2) herein.

2.1.3. Shall both conditions stipulated in Article II (2.1.1. and 2.1.2.) herein be met, the contract is deemed concluded when the second of the two conditions is met.

3. The purchase contract is concluded for a temporary period and ceases to exist when all contractual liabilities of the Seller and Customer are fulfilled.

3.1. The purchase contract may also cease to exist in other cases specified by the Slovak law, mainly by the agreement of the contractual parties and withdrawal on the side of the Consumer.

4. The Seller hereby informs the Customer that ordering of products is connected with the obligation to pay, in the form chosen by the Customer.

## **III. Purchase price and payment conditions**

1. The price of the goods and services ordered via the e-shop (hereinafter referred to as “**purchase price**”) is stated per each product separately and is valid at the moment when the Customer places the order.

2. The basic currency accepted is euro.

3. The purchase price of the goods or services stated in the Seller’s e-shop represents the total price of the goods or services including the value added tax and other taxes applicable, and is clearly stated at the Seller’s e-shop. The purchase price does not include the shipping costs or any other costs related to the product delivery. The Seller is a VAT /value added tax/ payer.

4. The shipping methods and the information on the shipping methods are listed in Article VII (2) et seq. herein.

5. The methods of payment and the information on the methods of payment are listed in Article IV (1) et seq. herein.

#### **IV. Methods of payment**

1. The goods and services in the Seller’s e-shop may be paid by any of the following means:

1.1. online payment by card via payment gateway – free of charge

1.2. bank transfer to the Seller’s account – free of charge

#### **V. Product delivery**

1. Seller shall complete the order and deliver the goods or services to the Customer within thirty (30) days from the date the contract is concluded pursuant to Article II (2) et seq. herein. However, goods are standardly dispatched one (1) business day following the day when the contract is concluded pursuant to Article II (2) et seq. herein.

1.1. Seller is obliged to delivery the products to the Customer in the ordered quantity and quality together with the receipts related to the order as well as any other documents, if applicable and typical for the particular products or services.

2. The place of delivery is the address, which the Customer specifies in the order.

3. The Seller shall arrange for the delivery of the product to Customer’s hands by their own means (or the Customer authorises a person to take over the product) or via third persons (forwarders and couriers).

4. The product is deemed delivered when taken over by the Customer (or the person authorised for the take-over).

5. The Seller may send the goods on stock to the Customer immediately and send the remaining part of the order later on, within the delivery time as specified herein. This shall only be possible provided that no extra costs incur by the Customer and the Customer agrees with it.

#### **VI. Product take-over**

1. The danger of product damage and the liability for the product damage is transferred to the Customer only after s/he has duly taken over the product regardless of whether the Customer takes the product over personally or via an authorised third person.

2. Once the product is taken over, the Customer becomes the owner of the purchased product. In case of deliveries, the ownership is transferred to the Customer when s/he takes the product over at the agreed shipping address (place of delivery).

2.1. Customer is entitled, inter alia, not to take over the product from the forwarder/courier, shall this be different from the ordered product or in any of the cases listed below (the list is only of a demonstrative nature and does not affect other Customer's rights not to take over the product delivered):

a) delivery of product(s), which do not meet the conditions as specified in the purchase contract;

b) delivery of product(s) in a damaged packaging or

c) delivery of product(s), which lack the necessary documentation.

2.2. Shall the product(s) be delivered to the Customer pursuant to point (b) 2.1 herein, the Customer is entitled, inter alia, to be delivered the goods free of charge and without any unnecessary delay, in compliance with the conditions agreed in the contract, either by the exchange of the product(s) or their repair. Shall such procedure be impossible, Customer is entitled to request a discount or to withdraw from the contract.

3. The Seller has the right to be duly and timely paid the purchase price of the goods delivered to the Customer.

## **VII. Shipping fee – methods and price of shipping**

1. Shipping costs paid by the Seller are not included in the purchase price of the product offered in the e-shop. The shipping methods are listed in Article VII (2.1) et seq. herein and the prices of shipping per respective shipping methods are listed in Article VII (2.2.) et seq. herein.

2. Methods and price of shipping:

courier (EU price - according to the current price list depending on the country and weight, update in the order), courier, (EU price - according to the current price list depending on the country and weight, update in the order),

### **2.1. Methods of shipping:**

2.1.1. Courier service

2.1.2. PACKETATA service

## **VIII. Withdrawal from the contract without stating the reason (Consumer)**

. Consumer is entitled to withdraw from the contract without stating the reason within fourteen (14) calendar days from the day s/he took over the goods, provided that the Seller has duly and timely met all the information obligations pursuant to point (h) Article 3 (1) of the Act no. 102/2014 Coll. as amended.

Shall the Seller timely and duly provide the Consumer with all the information on the right to withdraw from the contract pursuant to point (h) Article 3 (1) of the Act no. 102/2014 Coll. as amended, the Consumer is entitled to withdraw from the contract without stating the reason, and this shall apply to both distance as well as the off-premises contracts, within fourteen (14) days from any of the following:

- a) take-over of the goods pursuant to Article VIII (1a) herein in case of the sale of goods contracts;
- b) conclusion of the service contract or;
- c) conclusion of the contract on the provision of digital content not supplied on a physical medium.

1a. Goods are considered taken over by the Consumer the moment when the Consumer or the authorised third person, with the exception of forwarders, takes over all parts of the ordered goods or

a) shall the goods ordered by the Consumer in one order be shipped separately, the moment when the last item of the ordered goods is taken over,

b) shall the goods ordered by the Consumer consist of more components or parts, the moment when the last component or part is taken over,

c) shall the goods be supplied repeatedly for a limited period of time, the moment the first part of the supply is taken over.

1.1. Shall the Seller provide the Consumer with all the information pursuant to point (h) Article 3 (1) of the Act no. 102/2014 Coll. as amended only later, but not later than twelve (12) months from the date when the contract withdrawal period starts running pursuant to Article VIII (1) herein, the contract withdrawal period expires after fourteen (14) days from the day, when the Seller subsequently fulfilled their information obligation.

1.2. Shall the Seller not provide the Consumer with the information pursuant to point (h) Article 3 (1) of the Act no. 102/2014 Coll. as amended even during the grace period pursuant to Article VIII (1.1) herein, the contract withdrawal period expires after twelve (12) months and fourteen (14) days from the date the contract withdrawal period starts running pursuant to Article VIII (1) herein.

1.3. Consumer may withdraw from the contract on delivery of goods even before the contract withdrawal period starts running.

2. Consumer shall return the goods within fourteen (14) days from the contract withdrawal date. The goods may be sent back or returned in person or via a person authorised by the Seller to take over the goods. This shall not apply when the Seller suggests collecting the goods in person or via an authorised person. The return period pursuant to the first sentence herein is considered observed shall the goods be submitted for transport not later than on the last day of the return period (Article 10 (1) of the Act no. 102/2014 Coll.).

3. Consumer shall, in order to exercise the right, announce the contract withdrawal not later than on the last day of the designated period. The contract withdrawal period is considered observed, shall the contract withdrawal notice be sent to the Seller not later than on the last day of the designated period. The notices shall be delivered to the following address:

Pineapple Agency, s.r.o. , Račianska 26/B 831 02 Bratislava

Consumer may also exercise the right at any Seller's site.

4. Contract withdrawal may be exercised in a documentary form or as a digital entry on any other permanent medium. The contract withdrawal right may also be exercised via the Contract Withdrawal Form available at Seller's website. Consumer is entitled to terminate the contract also orally, by a clear unambiguous declaration expressing the consumer's will to withdraw from the contract. Seller hereby recommends consumers to complete the contract withdrawal notice with the necessary identification data, namely: the number of the order, date of purchase, specification of the goods, name and surname, address and the bank account number for the return of all payments, shall the Consumer request the refund to be credited to the account provided. Otherwise the Seller shall return the payment by the same method as used by the Consumer in the process of making the payment.

5. Upon the contract withdrawal, the contracting parties shall mutually return all contract performance. Consumer is liable solely for the goods value decrease occurring due to the manipulation with the goods beyond the scope of manipulation needed for determination of the properties and functionality of the goods. Consumer holds no liability for the goods value decrease shall the Seller not fulfil the information obligation related to the right of the Consumer to withdraw from the contract pursuant to point (h) Article 3 (1) of the Act no. 102/2014 Coll.

6. In order to withdraw from the contract without stating the reason, Consumer may also use the respective online form. The contract withdrawal form is available at Seller's website.

7. Shall the Consumer withdraw from the contract pursuant to Act no.102/2014 Coll., any costs related to the return of goods to the Seller pursuant to Article 10 (3) of the Act no. 102/2014 Coll. are borne by the Consumer; additionally, in case of distance contract, consumer shall bear all the costs related to the return of the goods which cannot be returned by post due to their nature. This shall not apply when the Seller agrees to bear the costs or failed to meet the obligation pursuant to point (i) Article 3 (1) of the Act no. 102/2014 Coll.

8. Seller shall, without any unnecessary delay, and not later than fourteen (14) days from the day the contract withdrawal notice is delivered, return all the payments received from the Consumer based on or in relation to the contract, including any costs of transport, delivery, postage and other costs and fees; this shall not affect the provision of Article 8 (5) of the Act no. 102/2014 Coll. On Consumer Protection on the Sale of Goods or Provision of Services based on Distance Contracts and Off-Premises Contract and on amending and supplementing certain acts.

9. Pursuant to Article 9 (3) of the Act no. 102/2014 Coll. as amended, the Seller is under no obligation to compensate any additional Consumer's costs, shall the Consumer explicitly choose a method of delivery, which is different from the cheapest common method of shipment offered by the Seller. Additional costs shall mean the difference between the costs of delivery chosen by the Consumer and the costs of the cheapest common method of shipment offered by the Seller.

10. In case of the contract withdrawal, the Seller shall not accept and take over any goods sent back as cash on delivery. Customers are advised to send the goods via registered mail or similar method without stating the sum of the cash on delivery.

11. In case of the contract withdrawal, the Consumer shall only bear the costs of the return of the goods to the Seller or to the person authorised for the take-over of the goods. This shall not apply when the Seller has agreed to bear the costs alone or failed to meet the obligation pursuant to point (j) Article 3 (1) of the Act on Consumer Protection on the Sale of Goods or Provision of Services based on Distance Contracts and Off-Premises Contract and on amending and supplementing certain acts.

12. In addition to the obligations listed in sections 1, 3 – 5 of Article 9 (3) of the Act no. 102/2014 Coll., the exercise of the Consumer's right to withdraw from the contract shall not result in any additional costs and obligations for the Consumer.

13. The right to withdraw from the contract shall not apply to the goods and services regulated by points (a-l) of Article 7 (6) of the Act no. 102/2014 Coll.

**In particular:**

a) provision of a service, shall its provision begin with an explicit consent of the Consumer and shall the Consumer declare to have been duly informed that by granting his/her consent, s/he loses the right to withdraw from the contract once the service has been fully provided and the full provision of the service has been performed;

b) sale of goods or provision of a service, the price of whose depends on the price movement on the financial market, which cannot be influenced by the Seller and which may occur during the contract withdrawal period;

c) sale of custom-made goods based on Customer's specific instructions, the goods made-to-measure or the goods designated solely for one particular consumer;

d) sale of perishable goods;

e) sale of goods closed in a protective packaging, which are not suitable for the return for health or hygienic reasons, and whose protective packaging has been broken after delivery;

f) sale of goods, which can be, due to their nature, inseparably mixed with other goods upon delivery;

14. In case of contract withdrawal, the Seller shall return all funds received from the Consumer in the same form as they were received. The refund method may only be changed based on Consumer's consent.

15. In case of sale of goods contract withdrawal, the Seller shall not return any payments pursuant to Article 9 (1) of the Act no. 102/2014 Coll. prior to receiving the goods or before the Consumer provides the evidence that the goods have been sent back to the Seller, unless the Seller suggests collecting the goods in person or via an authorised person.

16. Shall the Consumer withdraw from a service contract and prior to the service provision grant an explicit consent pursuant to Article 4 (6) of the Act no. 102/2014 Coll. as amended, Consumer shall only pay the price for the actual performance as at the day of the delivery of the contract withdrawal notice. The price of the actual performance is calculated as an aliquot part of the total price agreed in the contract. Shall the total price agreed in the contract be overvalued, the price of the actual performance is calculated from the market price of the performance.

17. Consumer shall not pay for any of the following:

17.1. the services provided during the contract withdrawal period, regardless of the scope of performance, shall any of the following apply:

17.1.1. the Seller has not provided the Consumer with the information pursuant to point (h) or (j) Article 3 (1) of the Act no. 102/2014 Coll. as amended;



17.1.2. the Consumer has not granted an explicit consent to start with the provision of service pursuant to Article 4 (6) of the Act no. 102/2014 Coll. as amended;

17.2. the fully or partially provided digital content, which is not delivered on a physical medium, shall any of the following apply:

17.2.1. . the Consumer has not granted an explicit consent to start with the provision of digital content pursuant to Article 4 (8) of the Act no. 102/2014 Coll. as amended;

17.2.2. the Consumer has not declared to have been duly informed that by granting the consent pursuant to point (1) herein s/he loses the right to withdraw from the contract, or

17.2.3. the Seller has not provided the Consumer with a confirmation pursuant to point (b) Article 6 (1) or (2) of the Act no. 102/2014 Coll. as amended;

18. Shall based on the off-premises contract the goods be delivered to Consumer's home in the time of the contract conclusion and based on the goods' nature they cannot be returned to the Seller via post, the Seller shall secure collection of the goods on their own costs within the period pursuant to Article 9 (1) of the Act no. 102/2014 Coll. as amended.

19. The Seller hereby informs the Customer that shall the service provision based on the service contract be initiated prior to the expiration of the contract withdrawal period or shall the Customer request the service provision prior to the expiration of the contract withdrawal period:

19.1. by granting a consent to start with the service provision prior to the expiration of the contract withdrawal period, the Customer loses the right to withdraw from the contract shall the service be provided in full.

19.2. the Seller must have the Customer's explicit consent to start with the service provision prior to the expiration of the contract withdrawal period and a declaration that the Consumer has been duly informed pursuant to Article VIII (19.1) herein.

1. Shall the Consumer not be satisfied with how the Seller handled the claim or suppose that the Seller breached his/her rights, the Customer is entitled to request a remedy. Shall the Seller reject or fail to respond to such request within thirty (30) days from the day it was sent by the Customer, the Customer is entitled to file for an alternative resolution of consumer disputes pursuant to the provision of Article 12 of the Act no. 391/2015 Coll. on Alternative resolution of consumer disputes and on amending and supplementing certain acts. The authority for alternative resolution of consumer disputes with the Seller is The Slovak Trade Inspection (find [HERE](#)) or another relevant authorised corporate body registered in the list of authorities for alternative resolution of consumer disputes under the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>, or [HERE](#); Customer is entitled to choose the authority at his/her own discretion. Customer may file for the alternative resolution of his/her consumer dispute via the online platform available at <http://ec.europa.eu/consumers/odr/>, or directly [HERE](#). Any other information on the alternative resolution of consumer disputes between the Seller and Customer – consumer, arising from the purchase contract as a consumer contract or related to the purchase contract as a consumer contract, are listed at the website of the Ministry of Economy SR [www.mhsr.sk](http://www.mhsr.sk) and in the Act no. 391/2015 Coll. on Alternative resolution of consumer disputes and amending and supplementing certain acts.

## X. Final provisions

1. The Seller reserves the right to amend the General Terms and Conditions. The obligation of a written notice on the amendment of GTC is met by its placement at the Seller's e-shop. Shall the

GTC be amended, the relationship between the Customer and Seller is regulated based on the GTC valid and effective as at the date of the conclusion of the contract, and these shall apply until the contract ceases to exist.

2. Contractual relationships (as well as any other legal relationships which may arise from the contractual relationship) with natural persons, who when concluding this contract pursuant to these GTC do not act within the scope of their business activities /consumers/, are regulated by general provisions of the Act no. 40/1964 Coll. Civic Code as amended, as well as by special regulations, mainly the Act no. 102/2014 Coll. On Consumer Protection on the Sale of Goods or Provision of Services based on Distance Contracts and Off-Premises Contract as amended and the Act no. 250/2007 Coll. on Consumer Protection.

3. These General terms and conditions form an integral part of the Warranty Policy and Privacy Policy applicable to this online shop. The documents – Warranty Policy and Privacy Policy are published at the Seller's website.

4. These General terms and conditions become valid and effective on the date when they are published at the Seller's e-shop, i.e. on **24.5.2023**