

GENERAL TERMS AND CONDITIONS FOR INTERNET SALE OF THE ONLINE STORE GOODS AT THE WEBSITE WWW.CATHERINEMULIER.COM

Issued pursuant to the provisions of S 273 para. 1 of the Commercial Code no. 513/1991 Coll. as amended, pursuant to the provisions of Act no. 102/2014 Coll., Act no. 122/2013 Coll. and EP and Council Regulation 2016/679 (the “**GTC**”)

Party Identification

For the purposes of these GTC, the Seller is an Entrepreneur:

Business Name: simple story s.r.o.

Company ID: 51 897 202

Registered Seat: Devínska cesta 92, 841 04 Bratislava – the municipality of Devín

Registered in the Commercial Register of the District Court Bratislava I

Section Sro, Insert no. 130868/B

(the “**Seller**”)

For the purposes of these GTC, the Buyer is a natural or legal person who purchases goods through the online store for the personal use or the needs of their household members (the, “**Buyer**” or the “**Customer**”).

E-mail address: catherine@catherinemulier.com

Phone number: +421903266225

Supervisory Authority:

The Seller shall inform the Buyer, who is a consumer within the meaning of the applicable legislation, that the body supervising the protection of consumer rights is:

Slovenská obchodná inšpekcia (SOI) / Eng. Slovak Trade Inspection

Inšpektorát SOI pre Bratislavský kraj / Inspectorate of Slovak Trade Inspection for Bratislava Region

Prievozká 32, P.O. Box 5, 820 07 Bratislava 27

Odbor výkonu dozoru / Supervision Department

Phone 02/58 27 21 72, 02/58 27 21 04

Fax 02/58 27 21 70

(The Seller and the Buyer together as the “**Parties**”)

Article I General Provisions

- 1.1 These GTC regulate and define the rights and obligations of the Parties arising from the contractual relations between the Seller and the Buyer in the sale of women’s shoes (the “**Goods**”) from the Seller’s range of products within the scope of the Goods offer published by the Seller on their website (the “**Online Store**”) and apply exclusively to contracts concluded remotely through this Online Store (the “**Contract**”).
- 1.2 These GTC constitute an integral part of the Contract.

- 1.3 The Seller reserves the right to amend the contents of these GTC at any time at their discretion and in accordance with the law. The provisions of the GTC, valid at the time of conclusion of the Contract by the Parties, shall apply to individual Contracts.
- 1.4 All contractual relations between the Seller and the Buyer shall be governed by the laws of the Slovak Republic.
- 1.5 If the Contracting Party is a Consumer, the contractual relations not governed by these GTC shall be governed by Act no. 40/1964 Coll. Civil Code, as amended, Act no. 250/2007 Coll. on Consumer Protection, as amended, Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services on the basis of a Distance Contract or a contract concluded off the premises of the Seller, as amended, Act no. 22/2004 Coll. on E-commerce and on amendment of Act no. 128/2002 Coll. on State Control of the Internal Market in Consumer Protection Matters and on Amendments to Certain Acts, as amended by Act No. 284/2002 Coll.
- 1.6 If the Contracting Party is an Entrepreneur, the contractual relations not governed by these GTC shall be governed by Act no. 513/1991 Coll. Commercial Code as amended.
- 1.7 The Seller shall allow the Buyers to become acquainted with the valid wording of these GTC always by publishing it on their website. The Buyer is obliged to familiarize themselves with the wording of these Terms and Conditions before concluding a Distance Contract. At the same time, these GTC shall be sent to the Buyer as an attachment to a confirmation e-mail. *

Article II Purchase of Goods

- 2.1 The possibility of purchasing the Goods through the Online Store is not conditioned by the registration of a customer account at the Seller's website. The Buyer will purchase the Goods directly from the Online Store web range as a guest.
- 2.2 If the Buyer agrees with it at the time of purchase, information about new products will be sent to the Buyer's e-mail address.

Article III Order and Conclusion of the Contract

- 3.1 The Buyer purchases the Goods based on an Order sent to the Seller (the "**Order**"). The Buyer selects the product on the basis of the current offer published on the website www.catherinemulier.com, confirms this selection by placing it in the cart, completes the order form and selects the delivery and payment method.
- 3.2 If the Buyer is a Consumer, the proposal to conclude a Purchase Agreement is a placement of offered Goods by the Seller on the website of the Online Store. The Purchase Agreement is established by sending the Order by the buying Consumer and accepting the Order by the Seller. The Seller shall promptly confirm this acceptance to the Buyer by sending a notification e-mail to the specified Buyer's e-mail address. However, this confirmation does not affect the origin of the Contract. In the notification e-mail the Buyer will also find a link to the current wording of the GTC, the complaints procedure and the information on the protection and processing of personal data. The resulting Contract (including the agreed price) can only be changed or cancelled by an agreement of the Parties or on legal grounds.

- 3.3 If the Buyer is not a Consumer, as a proposal to conclude the Contract shall be considered the sending of a duly completed Order by the Buyer to the Seller. An Order is duly completed if the Buyer fills in all the required information in the order form, which is displayed to the Buyer in the Online Store web range within the ordering process of the Goods completely, truthfully and correctly. The Contract is established upon acceptance of the Order by the Seller. The Buyer's Order must contain all the information required in the order form.
- 3.4 The Buyer as a consumer shall state their name, surname, address, telephone number, e-mail address when placing an Order.
- 3.5 Before sending the Order, the Buyer has the possibility to check, change or complete the data stated in the order form. Orders placed through the Online Store are binding.
- 3.6 When completing the order form, the Buyer shall fill in the option of payment of the purchase price as well as the method of delivery of the Goods within the process of ordering the Goods. The Buyer sends a binding Order to the Seller by clicking on the "Order with Payment Obligation" button.

Article VI
Total Price
Terms of Payment

- 4.1 The purchase price of the Goods including VAT (the "**Purchase Price**") is displayed for each Goods offer.
- 4.2 Based on the Buyer's selected items in the Order, the costs related to the delivery of the Goods may be added to the Purchase Price of the Goods.
- 4.3 The total price of the Goods shall be the Purchase Price of the Goods together with all Costs related to the delivery of the Goods.
- 4.4 The Seller shall inform the Buyer clearly and comprehensibly about the total price of the Goods, including VAT, before the Buyer sends the Order.
- 4.5 In addition to the Purchase Price, the Buyer is obliged to reimburse the Costs related to the delivery of the Goods to the Seller only if the Buyer has agreed with them by actively checking the check boxes displayed to the Buyer in the process of ordering the Goods.
- 4.6 In the event that the Buyer fails to pay the Purchase Price to the Seller together with the Costs related to the delivery of the Goods in the amount and under the conditions agreed in the Contract, the Seller shall be entitled to withdraw from the Contract.
- 4.7 The Buyer may pay the Purchase Price together with the Costs related to the delivery of the Goods in the following ways:
 - a. By card payment ,
 - b. In person at the point of sale
 - c. By other agreed method

The Seller shall issue a tax document - an invoice for received payments regarding payments made under the Contract to the Buyer. The seller is a VAT payer. The tax document will be handed over to the Buyer together with the delivery of the Goods.

Article V Terms of Delivery

- 5.1 Unless agreed otherwise in the Contract, the Seller shall deliver the Goods to the Buyer no later than 30 days from the date of conclusion of the Contract.
- 5.2 The delivery time of each Goods is individual and depends on the availability of the Goods and the method of transportation chosen by the Buyer. The Seller will notify the Buyer of the approximate delivery date in a confirmation e-mail. This date is not binding for the Seller.
- 5.3 Information about the availability of the Goods is displayed for each individual offer of the Goods and such published information about the availability of the Goods is not binding for the Seller.
- 5.4 The Buyer undertakes to take over the Goods at the agreed time at the address stated in the Order. Delivery of the Goods is governed by the delivery conditions of the carrier the Buyer selected.
- 5.5 In the event that it is necessary for the Buyer to deliver the Goods repeatedly or in another manner as agreed by the Parties, the Buyer is obliged to reimburse the Seller for the costs associated with the repeated delivery or with another method of delivery of the Goods.
- 5.6 The Buyer is obliged to inspect the consignment, ie the Goods as well as its packaging, immediately upon its delivery. In the event that the Buyer finds out the Goods or packaging of the Goods is mechanically damaged, they are obliged to notify the carrier of this fact and, in their presence, check the condition of the Goods. In the event of damage to the Goods upon receipt of the Goods by the Buyer, the Buyer is obliged to make a record of the extent and nature of the damage of the Goods (Damage Record), the correctness of which is confirmed by the carrier. On the basis of such a record delivered to the Seller, the Seller may, after the conclusion of the damage event with the carrier, provide the removal of the shortage of the Goods, a discount on the Goods and in case of irremovable defects of the Goods deliver new Goods to the Buyer.
- 5.7 Claims for mechanical damage to the product which were not apparent when the shipment was received shall be made immediately after the shipment is received, however, no later than 24 hours after the delivery of the Goods. It should be shown that mechanical damage could not be detected even after thorough inspection of the product and its packaging. Claims from later discovered defects of such damaged Goods can be claimed if it is proved that the claimed defects had the Goods already at the time of taking over from the carrier. Before the first use, the Buyer must read the warranty conditions, including the Slovak/Czech operating instructions, and then follow this information carefully.
- 5.8 In the event that the Goods are handed over before the Purchase Price and any costs associated with the delivery of the Goods, the Goods shall remain the property of the Seller until full payment of the Purchase Price and any costs associated with the delivery of the Goods. The Buyer may not in any way mislead or otherwise burden Goods in respect of which a reservation of title is agreed, eg. lien. At the Seller's request, the Buyer is always obliged to announce the location of the Goods for which the agreed reservation of ownership is located.

- 5.9 The Buyer is obliged to immediately notify the Seller in writing if any third party claims any title (such as execution, advance payment or bankruptcy, lien, etc.) against the Goods for which the retention of title is agreed.
- 5.10 The Seller shall deliver the Goods within the EU free of charge.

Article VI Withdrawal from the Contract

- 6.1 The Buyer is also entitled to withdraw from the Contract within 14 days from the date of receipt of the Goods without giving any reason, ie within 14 days from the moment when the Buyer or a third party designated by the Buyer except the carrier accepts all parts of the ordered Goods or, within 14 days of the date on which the Buyer or a third party other than the carrier designated by the Buyer accepts the first Goods delivered.
- 6.2 In exercising the Buyer's right to withdraw from the Contract pursuant to this GTC, the Buyer is obliged to inform the Seller of their decision to withdraw from the Contract by a declaration, eg. by letter sent to the Seller's address: simple story s.r.o., Devínska cesta 92, 841 04 Bratislava - the municipality of Devín or by e-mail to the Seller's e-mail address: catherine@catherinemulier.com, or in any other way without doubting the withdrawal from the Contract. For the purposes of withdrawal from the Contract, the Buyer is also entitled to use the withdrawal form, which is enclosed to the Complaint Procedure Rules, which are published at catherinemulier.com. In the event that the Buyer uses this method of withdrawal from the Contract, the Seller shall immediately inform the Buyer of the receipt of withdrawal from the Contract by sending an e-mail to the Buyer's e-mail address or in writing by letter delivered to the Buyer's address.
- 6.3 The Contract withdrawal period shall be deemed to be maintained if the Buyer sends a notice on exercising the right of withdrawal before the Contract withdrawal period expires.
- 6.4 In case of withdrawal from the Contract by the Buyer pursuant to Art. VI para. 6.1 of these GTC, all payments under the Contract shall be paid to the Buyer including shipping costs (postage). The Seller is not obliged to pay the Buyer additional costs if the Buyer has explicitly chosen a different delivery method than the cheapest standard delivery method offered by the Seller. Additional cost means the difference between the delivery cost chosen by the Buyer and the cost of the cheapest normal delivery method offered by the Seller. The Buyer is obliged to send the Goods back or deliver it in person to the Seller no later than 14 days from the date of exercising the right of withdrawal. All payments under the Contract shall be returned to the Buyer without undue delay, no later than 14 days from the date of delivery of the Buyer's notice of withdrawal to the Seller. Upon withdrawal from the Contract, the Seller shall not be obliged to return the payments to the Buyer under the Contract before the Goods are delivered to them or until the Buyer proves that the Goods are returned to the Seller, unless the Seller suggests collecting the Goods in person or through a person authorized by them. Reimbursement of all payments under the Contract shall be made in the same manner as the Buyer used in their payment for the purchase of the Goods, unless the Buyer expressly agrees to any other payment method, without charging any additional fees.
- 6.5 The Seller shall bear the direct costs incurred in returning the Goods. If the delivered Goods do not possess the properties which the Buyer has expressed interest in and which are consistent with the description provided by the Seller, the cost of returning and delivering the Goods conforming to the Contract, as well as any costs reasonably incurred by the Buyer in connection therewith shall bear the Seller. The Goods constituting the subject of the Contract from which they are withdrawn shall not

be damaged, excessively used. The Buyer shall be liable for any diminution in the value of the Goods as a result of the handling of the Goods in any manner other than necessary to ascertain its nature, properties and functionality. In the event that the Buyer returns the Goods to the Seller in any way damaged or worn due to the handling of the Goods beyond the treatment necessary to ascertain the properties and functionality of the Goods, the Seller shall be entitled to compensation from the Buyer for damages incurred by the Seller.

- 6.6 Withdrawal from the Contract by means of the withdrawal form pursuant to Art. VI para. 6.1. of these GTC must contain the information required therein, in particular the exact specification of the Goods, the date of ordering, the name and surname of the Buyer, the Buyer's address, the Buyer's signature, the way in which the Buyer is to return the payment already received, in particular the account number and/or mailing address and date. By withdrawing from the Contract, the Buyer is obliged to deliver the Goods to the Seller together with accessories including documentation, instructions, warranty certificate and a document provided to them together with the Goods.
- 6.7 The Buyer may not withdraw from the Contract which subject is the sale of Goods made according to the Buyer's specific requirements, Custom made Goods or Goods specifically designed for one Buyer.

Article VII Alternative Dispute Resolution

- 7.1 The Buyer has the right to contact the Seller with a request for remedy through e-mail message to the Seller's e-mail address: catherine@catherinemulier.com if they are not satisfied with the way the Seller settled their claim or if they believe that the Seller has violated their rights. If the Seller refuses to respond to this request or fails to respond within 30 days of its dispatch, the Buyer shall be entitled to file an Alternative Dispute Resolution Entity (the "**ADR Entity**") under the Act no. 391/2015 Coll. on Alternative Dispute Resolution and on Amendments to Certain Acts (the "**ADR Law**"). ADR Entities are bodies and authorized legal persons under the provision of S 3 ADR Law. The Buyer may submit a proposal in the manner specified under the provision of S 2 ADR Law. The Buyer may also file a complaint through the Alternative Dispute Resolution Platform (RSO), which is available at the website of the Ministry of Economy of the Slovak Republic:

<https://www.mhst.sk/obchod/ochrana-spotrebiteľa/alternatívne-riesenie-spotrebiteľských-sporov-1/zoznam-subjektov-alternatívneho-riesenia-spotrebiteľských-sporov-1>

- 7.2 Alternative dispute resolution can only be used by the Buyer - a natural person who, when concluding and performing the Contract, does not act within the scope of their business, employment or profession. Alternative dispute resolution only applies to a dispute between the Buyer and the Seller arising from or related to the Contract. Alternative dispute resolution applies only to Distance Contracts. Alternative dispute resolution does not apply to disputes where the value of the dispute does not exceed EUR 20.00.

Article VIII Final Provisions

- 8.1 These GTC come into effect on 9 September 2019 and are binding from the date of their publication on the Seller's Online Store.

- 8.2 By submitting an Order, the Buyer declares that they have read and accepted the Purchase Price of the Goods, including the Costs associated with the delivery of the Goods, and that they have read these GTC, the Complaints Procedure and information about the protection and processing of personal data .
- 8.3 They have also become acquainted with other information provided on the Seller's Online Store website before sending the Order to the Seller, as well as with information sent to them after sending the Order.
- 8.4 The Seller does not impose any obligations on the Buyer without a legal reason or deny them any of their rights.
- 8.5 The Seller undertakes to archive the Contract in electronic form together with the relevant GTC in accordance with applicable laws.