



**TERMS OF USE**

# GENERAL TERMS OF USE AND PRIVACY POLICY

SIGI Forge s. r. o. issues the following General Terms of Uses and Privacy Policy. If you intend to place an order or if you are interested in more information regarding the purchase of goods on the website [www.sigiforge.com](http://www.sigiforge.com), please pay attention to Section A hereof. If you give your consent to SIGI Forge s. r. o. for the processing of personal data or if you are interested in more information regarding the processing of personal data obtained when using the site [www.sigiforge.com](http://www.sigiforge.com), please pay attention to Section B hereof, which is located at the bottom of the page.

## PART A: GENERAL TERMS OF USE

### I. Definitions

For the purposes of these Terms of Use:

1. **"Seller"** means SIGI Forge s. r. o., with registered office at Rovniankova 1658/2, 851 02 Bratislava – Petržalka district, ID no: 51901498, Tax ID: 2120824387, VAT ID: SK 2120824387, registered in the Business Register maintained by the Municipal Court Bratislava III, Section Sro, File No. 130884/B, Email: [sigi@sigiforge.com](mailto:sigi@sigiforge.com). In concluding and performing the Contract under these Terms and Conditions, the Seller is acting within the scope of their business activities;
2. **"Buyer"** means a person that is interested in entering into the Contract with the Seller or who enters into the Contract with the Seller through the Website [www.sigiforge.com](http://www.sigiforge.com);
3. **"Consumer"** means a Buyer that is not acting within the scope of their profession, business or other professional or self-employed activity when concluding and performing the Contract with the Seller;
4. **"Entrepreneur"** means a Buyer that, in entering into and performing the Contract with the Seller, acts within the scope of their profession, business or other professional or self-employed activity; for the avoidance of any doubt, professional athletes and persons who repeatedly perform activities related to the presentation of martial arts (e.g. historical fencing) as performers, actors, etc. are also considered to be persons acting within the scope of their profession or self-employed activity;
5. **"Registered User"** means a person that registers with the Online Store for the purpose of using the services associated with online registration;
6. **"Parties"** means the Seller and the Buyer;
7. **"Contract"** means a contract of sale concluded between the Seller and the Buyer through the website [www.sigiforge.com](http://www.sigiforge.com) and the subsequent communication between the Parties in connection with the Buyer's order sent via this website, as well as the contract concluded between the Seller and the Buyer solely on the basis of their mutual communication without the use of the above-mentioned website;
8. **"Online Store"** means a shop operated under the domain [www.sigiforge.com](http://www.sigiforge.com).

### II. Introductory Provisions

1. These terms and conditions apply to the conclusion of contracts using means of distance communication, the subject of which is the goods offered in the Seller's Online Store, and are an integral part of the Contract.
2. Unless otherwise provided in a written agreement between the Seller and the Buyer or by law, these Terms and Conditions shall apply to all relations between the Seller and the Buyer established by the Contract. By concluding the Contract, the Parties agree, in accordance with the provisions of Article 6(2) of Regulation No 593/2008/EC, that matters not covered by these Terms and

Conditions shall be governed by the generally applicable law of the Slovak Republic (hereinafter collectively referred to as "**Applicable Law**"). In the event that the Buyer is a Consumer and some of their rights and obligations under these Terms and Conditions and the Governing Law are governed differently by the law of the country of their domicile, the law that is more favourable to the Consumer shall apply.

### III. Goods

1. The web interface of the Online Shop contains information about the goods intended for sale by the Seller, including their main characteristics, price, payment options, transport options and other information related to specific goods.
2. The purchase price of the goods in the Online Store is final, including VAT. The purchase price of the goods shall remain valid for the period of time for which it is indicated in the Online Store for the respective goods. Customs or other similar charges applicable in the country of residence or domicile of the Buyer shall be borne by the Buyer.
3. If two different amounts are listed for the goods on the Website, one of which is crossed out, the crossed-out amount is for information only and the purchase price is the lower amount which is not crossed out.
4. The goods offered in the Online Store, including accessories, are used, for example, in the context of the so-called "Historical European Martial Arts" (HEMA), or similar artistic performances and sports disciplines, and are therefore goods intended for sporting or artistic purposes, as well as for aesthetic purposes, i.e. for display purposes without the intention of actual use of the goods. By entering into the Contract, the Buyer declares that they are a collector with no intention of actually using the goods or a performer or sportsman with the necessary experience and competence to handle the Seller's goods or a person which is fully aware of the existence of a risk of injury or damage to property when handling such goods, for the occurrence of which the Seller shall not be liable in any way. By concluding the Contract, the Parties expressly confirm the exclusion of the Seller's liability for any damage or injury caused to the Buyer or 3rd parties as a result of the use of the Seller's goods. The Buyer is also aware of the fact that the Seller is the executor of the proprietary copyrights to the goods, without whose consent no reproductions of the goods may be made or any other interference with the Seller's copyrights may be made.
5. All information regarding the goods provided in the Online Store, e.g. description of the goods, specification of their main features, photographs, etc., is information available to the Parties at the time of their publication in the Online Store, while the goods may in fact differ slightly from this information in certain ways, in particular with regard to the exact colour shades, shape or other characteristics that may be caused by the specific method of production of the goods (custom-made production) and which thus cannot be considered as defects of the goods. The Seller reserves the right to make minor adjustments to the description of the goods in the Online Store in order to bring the description of the goods into conformity with reality.
6. Offers of goods placed in the Online Store are limited in time and quantity, as specified in specific cases for goods in the Online Store, in the context of a teaser relating to the Seller's marketing actions or in the context of communication between the Parties following the submission of the Buyer's order. Until the Seller explicitly confirms to the Buyer the availability of the goods presented in the Online Store, which are the subject of the Buyer's order, it is assumed that these goods are not in stock and represent only a sample of the goods, the custom-made production of which the Buyer can order from the Seller.
7. The Seller reserves the right to limit the maximum number of purchases that may be made by an individual Buyer for a particular item in order to ensure a fair purchase opportunity for all Buyers.

#### IV. Pre-Contract Information and Contract Conclusion Procedure

1. Before concluding the Contract, the Seller shall notify the Consumer of the following information:
  - 1.1. Possible methods of payment are set out in Article VI hereof and the method of delivery of the goods is set out in Article V hereof;
  - 1.2. Only the restrictions set out in Article III hereof shall apply to the delivery of the goods;
  - 1.3. The amount of the cost of delivery of the goods is set out in Article V. hereof;
  - 1.4. Details of the warranty and rights arising from defective performance, as well as other conditions for exercising these rights, are set out in Article VIII hereof;
  - 1.5. The Contract is not concluded for an indefinite period of time and is not subject to repeated performance;
  - 1.6. The Seller may require payment of a deposit or similar payment prior to the conclusion of the Contract, further details of which are set out in Article VI hereof. This is without prejudice to the Buyer's option to choose to pay the purchase price and shipping costs online according to the same Article, if such option is presented directly in the Online Store;
  - 1.7. The costs of using the means of distance communication through which the Contract is concluded shall be borne in full by the Buyer, the amount of such costs being dependent on the terms and conditions of the telecommunications service provider used by the Buyer when concluding the Contract. The Seller does not charge any additional fees for the use of means of distance communication;
  - 1.8. Further information on the exercise of the right to withdraw from the Contract and on the withdrawal form is provided in Article VII hereof;
  - 1.9. In the event of withdrawal from the Contract, the Consumer shall bear the cost of returning the goods as set out in Article VII hereof;
  - 1.10. The Consumer may contact the Seller via [sigi@sigiforge.com](mailto:sigi@sigiforge.com) in the framework of out-of-court complaint handling and may also file a complaint against the Seller's procedure with the supervisory or state supervision authority, which in matters of consumer protection is the Slovak Trade Inspection. STI Inspectorate for the Bratislava Region with registered office at Bajkalská 21/A, 820 07 Bratislava and in matters of personal data protection, the Office for Personal Data Protection with its registered office at Hraničná 4826/12, 820 07 Bratislava;
  - 1.11. The Seller is not bound by any codes of conduct in relation to the Consumer or the Registered User.
2. These Terms and Conditions are drawn up in Slovak and English. In case of any doubt or discrepancy between the language versions of the Contract, the Slovak version shall prevail. The Contract between the Seller and the Buyer shall be concluded in English or Slovak language, depending on in which language the Parties communicate with each other.
3. By the Buyer submitting an order via the Online Store it agrees to enter into the Contract by remote means using remote communication.
4. The technical steps leading to the conclusion of the Contract are as follows:
  - 4.1. After entering the address of the Online Store in the Internet browser, the Buyer will be presented with an offer of goods and the Buyer has the opportunity to choose specific goods;
  - 4.2. After the Buyer selects specific goods from the Seller's offer, the Buyer may use the "Order form" provided by the Seller to place their order or may use electronic communication with the Seller to place the order;
  - 4.3. Within the "Order form" option, the Buyer enters their identification and contact details to the Seller, selects the required quantity and parameters of the goods, which are confirmed by clicking on the "Order" button, or the Buyer sends the Seller a more detailed

specification of the goods it is interested in, in the form of an email message;

- 4.4. By clicking on the "Order" button or by sending a separate email inquiry, the Buyer confirms their order, which is not yet binding for the Parties. By ticking the relevant check-box within the "Order form" option or by specific consent within the Parties' email communication, the Buyer confirms that they have read these Terms of Use, including all notices prior to the conclusion of the Contract referred to in Paragraph 1 of this Article;
- 4.5. The Contract between the Seller and the Buyer is concluded only by the Seller's express written confirmation of the Buyer's order, after the Seller's prior checking and assessment of the sent order (hereinafter referred to as the "Confirmation Email"). Any automated response or automatically generated email after the order has been placed shall in no way be deemed to be a Confirmation Email and the moment of conclusion of the Contract.
5. In the event that the Buyer makes any remark or request in their order, its content is binding for the Seller and becomes part of the Contract only if the Seller expressly confirms it in the communication between the Parties after the Buyer's order has been sent.
6. The Seller shall send to the Buyer immediately after the conclusion of the Contract a proof of purchase and a confirmation of the conclusion of the Contract. These Terms of Use of the Seller are an integral part of the confirmation of the conclusion of the Contract. The Buyer agrees that the confirmation of the Contract shall be issued and sent to the Buyer in electronic form, thereby replacing the Seller's obligation to provide the Buyer with a confirmation in paper form. If, during the processing of the Buyer's order, an error occurs in the electronic ordering system, which causes that the text of the Contract sent in such manner does not correspond to the Buyer's order, the Seller is obliged to send the Buyer a corrective email confirming the correct text of the Contract with a warning that it is a corrected version of the Contract and that the previous Contract is invalid because there was an error in the electronic system.
7. The Seller shall store the concluded Contracts and delivered orders in electronic form and archive them for the period prescribed by law. The Seller shall not allow access to the archived Contracts to any other person. The Seller shall allow the Consumer access to the Contract entered into with the Seller if the Consumer so requests in writing by email sent to [sigi@sigiforge.com](mailto:sigi@sigiforge.com). In such an email, the Consumer is advised to clearly identify the requested Contract, at least by the date of its conclusion, the subject of purchase and the relevant order number.
8. The Buyer shall acquire the ownership right to the delivered goods only upon full payment of the purchase price and delivery costs.

## **V. Delivery Terms and Delivery Costs**

1. The goods shall be delivered to the address specified by the Buyer as the delivery address at the conclusion of the Contract or specified to the Seller by the time of dispatch of the order.
2. The Buyer may also collect the goods in person at the Seller's registered office or at one of its establishments only if the Online Store or the Seller explicitly offers such an option in communication with the Buyer prior to the conclusion of the Contract.
3. Goods shall be sent via the carrier specified in the Contract. The Seller does not allow the goods to be sent by any other carrier.
4. The cost of delivery of the goods consists only of the price of transport. The Buyer shall pay the cost of delivery of the goods.
5. If the delivery time is not specified for specific goods, the Seller is obliged to deliver the ordered goods, which are not made to order, no later than 30 days from the conclusion of the Contract. If the Buyer orders goods that are made to order, the delivery time that the Parties agree on in the communication prior to the conclusion of the Contract shall apply. If the Buyer orders goods with different delivery times within one order, the delivery time for all ordered items shall be the

longest of them. Information about the delivery time is always part of the Contract.

6. The Buyer is aware that in exceptional cases the delivery time may be extended due to delays caused by unforeseeable circumstances and reasons beyond the Seller's control, including contagious human diseases and related mandatory measures that may lead to delays on the part of the Seller.
7. The Seller shall inform the Buyer about the dispatch of the goods by email to the email address provided when completing the order.
8. Any additional transport costs incurred as a result of additional requirements of the Buyer after the Seller has handed over the goods for transport, for example due to a subsequent change of the place of delivery at the Buyer's request, shall be payable by the Buyer. In the event that the Buyer does not accept delivery of the goods and requests redelivery, the Buyer shall bear the cost of redelivery.
9. In case of unjustified non-acceptance of the goods by the Buyer, the Seller is entitled to claim compensation for the damage incurred.
10. The Buyer is advised to inspect the condition of the shipment when receiving the goods from the carrier and in case of any signs of obvious damage (torn or deformed packaging, etc.) should refuse to accept the shipment and inform the carrier about it.

#### **VI. Payment terms**

1. The Buyer may pay the price of the goods and the cost of delivery by any of the methods available to the Buyer in the Online Shop before placing its order, namely:
  - 1.1. Ordinary wire transfer or an e-transfer to the Seller's bank account, based on an invoice from the Seller;
  - 1.2. Online using the TrustPay service, in accordance with the terms and conditions of that service, which are available on the website <https://www.trustpay.sk/> in the "Legal Information" section
  - 1.3. Online using PayPal, in accordance with the terms and conditions of this service, available at <https://www.paypal.com> in the "Legal Information" section.
2. The Seller is entitled to require payment of a deposit of up to 100% of the total price of the ordered goods, excluding shipping costs, before processing the order. Normally the required amount of advance payment for goods is 50% of the total price of the ordered goods, unless otherwise stated in the communication of the Parties before conclusion of the Contract.

#### **VII. Withdrawal from the Contract**

1. The Consumer is entitled to withdraw from the Contract without giving any reason at any time from the moment of conclusion of the Contract until the expiry of a period of fourteen days from the date on which it takes over the goods from the carrier, or if the subject of the Contract is several types of goods or the delivery of several parts, within fourteen days from the date on which it takes over the last delivery of the goods from the carrier. This does not apply if the subject of the Contract was the delivery of custom-made goods manufactured for the Buyer on the basis of its individual requirements specified in their order (Section 7(6)(c) of Act of the Slovak Republic No. 102/2014 Coll.), unless the Seller expressly allows the Consumer such an option after the order is placed. The Buyer is not entitled to the right of withdrawal from the Contract the subject of which is the delivery of goods manufactured to order.
2. The Consumer's right to withdraw from the Contract, if the Consumer is entitled to this right, shall not be construed as a right to borrow goods free of charge. The Consumer is liable to the Seller for the decrease in the value of the goods, which has arisen as a result of treating the goods differently than it is necessary to treat them with respect to their nature and characteristics. The above also applies to Entrepreneurs.

3. The Consumer may withdraw from the Contract, if they are entitled to do so, before the ordered goods are dispatched to them. In this case, the Consumer avoids paying the costs of returning the goods to the Seller, which are otherwise borne by the Consumer. In such case, the Seller shall without undue delay return the funds by transfer to the Consumer's bank account or to another account notified by the Consumer.
4. If the subject of the Contract is goods manufactured to order according to the Buyer's requirements and the Buyer has the option to withdraw from the Contract pursuant to a special agreement with the Seller, then such agreement may include an agreement between the Parties on the amount of severance payment, the amount of which shall be agreed separately, in respect of the special characteristics and value of the custom-made goods, and such agreement may also include an agreement by the Parties that instead of refunding the purchase price by transfer to the Buyer's bank account a voucher will be provided to the Buyer, which is transferable, or transferable to another person than the Buyer, which can only be used for further purchases of goods from the Seller and which cannot be exchanged for money.
5. The Buyer may withdraw from the Contract by sending a written notice of withdrawal from the Contract to the address of the Seller's registered office, by delivering the written notice in person at the Seller's registered office or at any of the Seller's outlets or by sending the notice to the Email address [sigi@sigiforge.com](mailto:sigi@sigiforge.com). The content of the withdrawal from the Contract should include at least the name and surname of the Consumer, street, house number, postal code, city, date of Contract, order number and the extent in which the Consumer withdraws from the Contract. To withdraw from the Contract, the Consumer may also use the form marked as "Withdrawal Form", which is attached hereto.
6. If the Buyer rightfully withdraws from the Contract in full or in part, the Buyer is obliged to return the goods to the Seller, in respect of which it has withdrawn from the Contract, by sending such goods to the address of the Seller's registered office or by handing them over at any of the Seller's outlets, not later than fourteen days after the withdrawal from the Contract. The Consumer is advised to attach a completed "Withdrawal Form" to the returned goods.
7. The Buyer shall bear the full cost of returning the goods and other costs associated with the return of the goods to the Seller.
8. The Seller shall return all funds provided by the Consumer to the Buyer, i.e. the purchase price of the goods, in respect of which the Buyer has rightfully withdrawn from the Contract, and the cost of delivery of the Goods, without undue delay, not later than fourteen days after the justified withdrawal from the Contract, but only in the event that it is not a withdrawal from the Contract by agreement of the Parties conditional upon the payment of a severance payment. In the event that the subject of the Contract was more than one piece of goods and the Buyer has rightfully withdrawn from the Contract only with respect to some of these pieces. The Seller shall reimburse the Buyer for delivery costs only to that extent, but not for the delivery costs of the remaining items of the goods in respect of which the Buyer has not withdrawn from the Contract.
9. The Seller is not obliged to refund the purchase price of the goods, in respect of which the Buyer has rightfully withdrawn from the Contract, nor the cost of delivery of the goods earlier, before the Buyer has handed over the relevant goods to the Seller or before the Buyer has proved that it has sent the goods back to the Seller.
10. Transfer of any discount coupons to the Buyer is a unilateral legal act of the Seller. If the Buyer withdraws from the Contract in respect of the goods for which the Buyer has used the discount coupon in whole or in part, the Buyer shall not be entitled to a refund of the discount coupon in money or any other compensation. In the event of a justified withdrawal from the Contract, the Buyer is always only entitled to a refund of the purchase price actually paid and the costs of delivery of the goods, less the value of the cancellation fee, if any.
11. The Buyer acknowledges that if gifts are provided with the goods, the gift contract between the Seller and the Buyer is concluded with a termination condition, i.e. if the Buyer's right to

withdraw from the Contract is exercised, if this right is vested in them, the gift contract shall cease to have effect and the Buyer shall be obliged to return the goods that were subject of the Contract together with the goods that were subject of the Contract and the related gifts provided, including all that it has enriched itself with. In the event that these gifts are not returned, their value will be considered as unjust enrichment of the Buyer. If it is not possible to hand over the object of unjust enrichment, the Seller is entitled to monetary compensation in an amount equal to the usual price of the gifts.

12. If the value of the returned goods is reduced as a result of the treatment of these goods differently than it is necessary to treat them with respect to their nature and characteristics, the Seller may claim against the Buyer the right to compensation for damages. In this case, the Seller is obliged to prove the damage incurred.
13. The Parties agree that in the event of withdrawal from the Contract, the aforementioned funds shall be returned to the Buyer by transfer to the Buyer's bank account or to a bank account notified by the Buyer to the Seller. If this method is not possible, the funds will be returned to the Buyer in the form of a postal order or cheque sent to the Buyer's address. The above does not apply if it has been agreed by the Parties that the Buyer will be provided with a voucher for the purchase of other goods of the Seller.
14. In the event that the particular goods which are subject of the Contract are not in stock (for goods which are not made to order) or which are accidentally damaged or destroyed during manufacture or preparation for shipment, the Seller shall have the right to withdraw from the Contract. The Seller shall also have this right in the event that the Buyer fails to pay the price for the Goods or the advance payment for the price for the Goods in accordance with the terms of the Contract in due and timely manner.
15. The Buyer shall always be informed immediately of the Seller's withdrawal from the Contract. If the Buyer has already paid the price for a particular item or part thereof, this amount will be refunded to the Buyer. The Seller's valid withdrawal from the Contract shall be deemed to be the sending of a written notice of withdrawal to the Buyer in the form of an email to the Buyer's email address.

### **VIII. Defect Liability and Warranty**

1. The Seller shall be liable for the fact that the goods are free from defects at the moment of their receipt by the Consumer and subsequently for a period of 24 months, i.e. during the statutory warranty period. In particular, the Seller shall be liable for the fact that the goods have, at the time of their receipt by the Consumer and subsequently for a period of 24 months, the quality and characteristics agreed between the Parties, or, in the absence of such an agreement, the quality and characteristics described by the Seller or expected by the Consumer due to the nature of the goods and on the basis of the Seller's advertisement, that the Goods are fit for the purpose for which the Seller specifies for their use or for which goods of the same kind are commonly used, that the goods are in the appropriate quantity, measure or weight and that they comply with the requirements of the law.
2. By entering into the Contract, the Buyer acknowledges that the goods offered by the Seller are not ordinary consumer goods, and the purpose of their use is set out in Article III of the Terms and Conditions, and any other use may cause damage to the goods, for which the Seller shall not be liable. By entering into the Contract, the Buyer further acknowledges that even when the goods are used for their intended purposes, they may be damaged as a result of normal wear and tear or stress on the material from which the goods are made - such damage to the goods shall not be considered a defect. Goods offered by the Seller require a certain degree of attention and care on the part of the Buyer, the observance of which can considerably extend the lifespan of the goods. Further information on the use and maintenance of the goods is available to the Buyer on the website: <https://sigiforge.com/warranty/>.

3. The consumer is entitled to assert liability claims for defects in the goods within twenty-four months of receipt of the goods. Entrepreneur is entitled to claim liability for defects in the goods within 3 days of receipt of the goods, otherwise the goods shall be deemed to have been delivered without defects.
4. The consumer is advised to inspect the goods immediately upon receipt and satisfy themselves as to their quality, characteristics and quantity.
5. If the goods do not have the characteristics referred to in paragraph 1 of this Article of the Terms and Conditions, and the defect can be removed, the Consumer has the right to have it removed free of charge, in a timely and proper manner. The Seller is obliged to remove the defect without undue delay. Instead of removing the defect, the Consumer may also request replacement of the goods or, if the defect relates only to a part of the goods, replacement of the part, unless the Seller incurs disproportionate costs in relation to the price of the goods or the severity of the defect. The Seller may always replace the defective goods with faultless ones instead of removing the defect, if this does not cause serious inconvenience to the Consumer.
6. If there is a defect that cannot be remedied and that prevents the goods from being properly used as goods without defect, the Consumer has the right to exchange the goods or has the right to withdraw from the Contract. The same rights belong to the Consumer if the defects are repairable, but if the Consumer cannot properly use the goods due to the recurrence of the defect after repair or due to a greater number of defects.
7. If the Consumer does not exercise the right to delivery of new goods without defects, to replacement of its parts or to repair of the goods, or does not withdraw from the Contract, the Consumer may demand a reasonable discount. The Consumer is entitled to a reasonable discount even if the defect is irremediable.
8. If the goods sold for a lower price or used goods have a defect for which the Seller is responsible, the Consumer has the right to a reasonable discount on the price of the goods instead of the right to exchange the goods.
9. The Buyer may claim liability for defects by sending or personally handing over the claim and the defective goods to the Seller at the address of the Seller's registered office or any of the Seller's stores or by sending the claim to the email address [sigi@sigiforge.com](mailto:sigi@sigiforge.com). Together with the description of the defect, the Consumer shall notify the Seller of the claim they have chosen. They are not entitled to change their choice additionally without the Seller's consent; this does not apply if the Consumer has requested repair of a defect that turns out to be irreparable.
10. Goods submitted for complaint should be clean for hygienic reasons, otherwise the Seller may reasonably reject the complaint.
11. In the complaint, the Consumer is advised to state:
  - a. their identification data,
  - b. description of the goods that the Consumer is claiming,
  - c. description of the defect
  - d. detailed photo documentation of the claimed defect
  - e. Contract number, etc.
12. The Seller issues a proof of purchase instead of a warranty certificate.
13. The Seller shall issue to the Consumer, at their request, a written confirmation of the obligations arising from the defective performance to the extent provided for by law.
14. The Seller shall confirm to the Consumer in writing when the Consumer's claim was made, as well as the repair and the duration of the repair, what is the content of the claim and what method of handling the claim the Consumer requires. After handling the complaint, the Seller shall confirm to the Consumer in writing the date and manner of handling the complaint, or issue a confirmation of repair and the duration of the repair or a written justification for the rejection of the complaint.
15. The Seller shall decide on the claim within 30 days from the date of the claim, unless the Seller and

the Consumer agree on a longer period.

16. In the event that the complaint is settled by delivery of new goods, the moment of delivery of new goods to the Consumer, the transfer of ownership of the defective goods to the Seller shall take place. In the event that the complaint is settled by granting a reasonable discount to the Consumer or the Consumer withdraws from the Contract, the Seller shall return the relevant funds to the Consumer by transferring them to the Consumer's bank account or to a bank account notified by the Consumer to the Seller. If this method is not possible, the funds will be returned to the Consumer in the form of a postal order sent to the Consumer's address. Exceptions may be negotiated with the Seller individually in justified cases.
17. Gifts and other free of charge services, which are provided completely free of charge, shall not be subject to any claims of the Buyer arising from liability for defects. The Seller shall not be liable for defects for which a lower price of the goods has been agreed between the Parties.

### **IX. Alternative Dispute Resolution for Consumer Disputes**

The Consumer has the right to turn to the Seller with a request for redress if they are not satisfied with the manner in which the Seller has handled their complaint or if they believe that the Seller has violated their rights. If the Seller responds to the Consumer's request in a negative manner or does not respond at all within 30 days from the date of its dispatch, the Consumer has the right to file a motion for the initiation of alternative dispute resolution (hereinafter referred to as "ADR"). Only disputes arising from the Contract between the Seller and the Consumer and disputes related to this Contract may be resolved by ADR, with the exception of disputes under Section 1(4) of Act No. 391/2015 Coll. and disputes whose value does not exceed EUR 20. The application for the initiation of ADR is submitted to the ADR entity under Section 3 of the above-mentioned Act, which is also the Slovak Trade Inspection, using a designated platform or a form, the model of which is attached as Annex 1 to the above-mentioned Act. Other ADR entities are listed on the website [http://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternativne-riesenie-spotrebiteľských-sporov - 1/list-of-alternative-subjects-of-alternative-resolution-consumer-sporov-1](http://www.mhsr.sk/obchod/ochrana-spotrebiteľa/alternativne-riesenie-spotrebiteľských-sporov-1/list-of-alternative-subjects-of-alternative-resolution-consumer-sporov-1). The ADR entity may require the Consumer to pay a fee for the initiation of ADR, up to a maximum of EUR 5 including VAT. Where more than one body is competent for ADR, the Consumer shall have the right to choose to which of them they submit the proposal. In addition to the ADR, the Buyer has the right to appeal to the substantive and locally competent general court. The ADR platform is available on the website: <https://ec.europa.eu/consumers/odr/main>.

### **X. Registration in the Internet Store**

1. Visitors to the Online Shop may have the opportunity to register in the Online Store and thus become a Registered User.
2. Registration in the Online Store is a precondition for concluding a gratuitous contract for the provision of services related to registration, which consist in creating a user account in the Online Store, in obtaining the possibility to manage orders in the online environment, in obtaining the possibility to make future purchases without the need to repeatedly enter contact details or in obtaining the possibility to track the purchase history, i.e. services that would not be possible to provide without registration in the Online Store. Registered User only bears the cost of using the means of remote communication used to access and register for the Online Store.
3. Possible complications during registration in the Online Store or errors associated with the user account may be reported by the Registered User to the Seller, which is not responsible for the fact that its system, including the user account, will be available continuously, especially due to necessary updates and necessary repairs of software and hardware equipment.
4. The user account of a Registered User is protected by a login email address and password. Registered User is responsible for securing their login email address and password against loss and misuse.

5. Registered User may cancel their user account in the Online Store at any time and without any restrictions, i.e. withdraw from the contract for the provision of the above services. Seller may also cancel the user account at the request of the Registered User. Procedures and rights of the Registered User under Articles VII, VIII and IX of these Terms and Conditions shall apply mutatis mutandis.
6. Controller may terminate the Registered User's user account if the Registered User has not used the account for more than 1 year or if the Registered User grossly breaches their obligations under these Terms and Conditions.
7. When registering in the Online Store, the personal data of the Registered User is processed. Further information on the processing and protection of this data is set out in Part B hereof.

#### **XI. Contractual Relations with Entrepreneurs**

1. If the Entrepreneur refuses to accept the goods delivered by the Seller in accordance with the Contract, the Entrepreneur shall be in default of acceptance of the goods at the moment of refusal and shall be obliged to pay to the Seller a contractual penalty of 0.1% of the price of the goods for each day of delay until the goods are accepted by the Entrepreneur. The contractual penalty and its payment shall not affect the Seller's claim for compensation for damages incurred in connection with the refusal of the Entrepreneur to accept the goods, in particular the claim for compensation for the costs associated with the transport of the goods back to the Seller's warehouse and with the storage of the goods.
2. In the event of the Entrepreneur's delay in paying the price of the goods, the Entrepreneur is obliged to pay the Seller a contractual penalty of 0.05 % of the price of the goods for each day of delay until full payment, in addition to the statutory interest on arrears. This is without prejudice to the Seller's right to compensation for damages incurred by the Seller as a result of the Entrepreneur's delay.
3. The Seller reserves the right to withdraw from the Contract for any reason or without giving any reason, in particular if the Entrepreneur has in the past unreasonably withdrawn from a previously concluded Contract, refused to accept the goods or otherwise abused its rights in relation to the Seller, up to the moment of delivery of the goods to the Entrepreneur.

#### **XII. Final Provisions**

1. These Terms of Use are freely available on the Internet Store and the Buyer is allowed to archive and reproduce them, in particular by printing the relevant website, downloading and saving a file in Portable Document Format (pdf) or saving the file containing these terms and conditions, which the Seller sends to the Buyer as an attachment to the Confirmation Email.
2. The Seller reserves the right to amend the Terms of Use. The Seller will make the amended Terms of Use available on the page of the Online Store. The version of the Terms of Use that is attached to the Confirmation Email is always effective for the Buyer. This provision is without prejudice to rights and obligations arising during the period of validity of the previous version of the Terms of Use.
3. In the event that any part of these Terms of Use is invalid or contrary to the law of the Slovak Republic, the other provisions shall remain unaffected by such invalidity.
4. Legal relations between the Parties shall be governed by the laws of the Slovak Republic.
5. Any disputes between the Parties shall be settled before the general courts of the Slovak Republic. If the subject of the dispute is the payment of monetary claims of the Seller against the Buyer, then such disputes shall be settled before the General Arbitration Court of the Slovak Republic, Dunajská 8, 811 08 Bratislava (hereinafter referred to as the "Arbitration Court"), by a sole arbitrator according to the internal rules of the Arbitration Court, with the language of the dispute being Slovak. The Parties hereby agree to add the jurisdiction of the Arbitration Court to the pre-existing legal relationship between the Parties. The arbitrator shall be nominated and appointed by

the Arbitration Court. The decision of the Arbitration Court shall be final and binding on the Parties. The Parties have expressly agreed on the possibility of a court decision within the meaning of Section 22a(1) of Act No. 244/2002 Coll., on Arbitration.

## SECTION B: PRIVACY POLICY

The following information relates to the processing of personal data of Buyers and/or Registered Users (hereinafter individually referred to as the "**Data Subject**") by the Seller (in this part of the Terms and Conditions hereinafter referred to as the "**Controller**"). Processing and protection of this personal data is governed by the provisions of Act No. 18/2018 Coll., on the Protection of Personal Data, as amended (hereinafter referred to as the "**Act**"), in conjunction with the provisions of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016, the General Data Protection Regulation (hereinafter referred to as the "**Regulation**").

### I. Processing of personal Data when placing an Order

Personal data of the Data Subject processed by the Controller for the purpose of processing orders and fulfilling obligations under the Contract are: name and surname, postal and email address and telephone number of the Data Subject.

Legal basis for the processing of these voluntarily provided data is the fulfilment of rights and obligations arising from the aforementioned Contract, which could not otherwise be concluded.

Personal data will be processed for the duration of the statutory obligations of the Operator arising from generally binding legal regulations, in particular from the Civil Code, the Consumer Protection Act on the sale of goods or provision of services under a distance contract or a contract concluded outside the Seller's business premises, the Archives and Registers Act, the Accounting Act and the VAT Act, i.e. for at least 10 years.

Processing of the Data Subject's personal data may be entrusted to the provider of the e-shop solution for ensuring proper operation of the website, the administrator of the Operator's CRM systems, the provider of web hosting services, the provider of accounting services for the accounting of the Operator's tax documents or the provider of delivery services for the delivery of the goods ordered by the Data Subject (hereinafter individually referred to as the "**Processor**").

No automated decision-making or profiling will occur in the processing of the Data Subject's personal data, and the Controller does not intend to disclose personal data to a third country, an international organisation or 3rd parties, with the exception of the Processor.

In particular, the Data Subject has the right to request from the Controller access to their personal data, correction or deletion thereof, or restriction of processing, the right to object to processing, the right to data portability to another controller if the personal data have been processed in an automated manner, as well as the right to lodge a complaint with the Office for Personal Data Protection if the Controller and/or the Processor proceeds with the processing of personal data in violation of the Regulation and/or the Act.

The possibility to purchase products and/or services offered in the Online Store is primarily intended for visitors to the Online Store under the age of 16.

## II. Processing of personal Data when subscribing to the Newsletter

The personal data of the Data Subject processed by the Controller for the purpose of sending information about its products, services, news and promotions (newsletter) are: email address of the Data Subject.

Legal basis for processing of these voluntarily provided data in the case of Data Subjects who are **not existing customers of the Controller** is the consent of the Data Subject within the meaning of Section 13(1)(a) of the Act in conjunction with Article 6(1)(a) of the Regulation, which may be revoked at any time by clicking on the active link located at the end of each newsletter or on the basis of a written request sent to the Controller's email address.

Legal basis for processing of these voluntarily provided data in the case of Data Subjects who **are customers of the Controller** is the Controller's legitimate interest in direct marketing and resale of goods and services, whereby the subscription to the newsletter aimed exclusively at the direct promotion of the Controller's goods and services may be revoked at any time by clicking on the active link located at the end of each newsletter or on the basis of a written request sent to the Controller's email address.

Personal data will be processed for the duration of the Data Subject's interest in receiving the Controller's newsletter.

Processing of Data Subject's personal data may be entrusted to a Processor (with the exception of providers of delivery and accounting services) or to another entity that provides or may provide the Controller with the management of newsletter campaigns, or that provides the Controller with a technical solution for the management of newsletter campaigns.

No automated decision-making or profiling will occur in the processing of the Data Subject's personal data, and the Controller does not intend to disclose personal data to a third country, an international organisation or 3rd parties, with the exception of the Processor.

In particular, the Data Subject has the right to request from the Controller access to their personal data, correction or deletion thereof, or restriction of processing, the right to object to processing, the right to data portability to another controller if the personal data have been processed in an automated manner, as well as the right to lodge a complaint with the Office for Personal Data Protection if the Controller and/or the Processor proceeds with the processing of personal data in violation of the Regulation and/or the Act.

Newsletter is not primarily intended for visitors to the Online Store under the age of 16.

## III. Processing of personal Data when reviewing a Purchase or Product and/or asking a Question

Personal data of the Data Subject that the Controller processes for the purpose of publishing their review of a purchase or product or for the purpose of answering or publishing a question or suggestion submitted by the Data Subject are: name and surname and place of residence of the Data Subject.

Processing of the Data Subject's personal data may be entrusted to a Processor (with the exception of providers of delivery and accounting services).

Personal data provided to the Controller within the online helpdesk service or within a special contact form will not be disclosed and will be used solely for the purpose of answering the question or suggestion of the Data Subject. Personal data provided by the Data Subject to the Controller in connection with a question or review of a specific product or service using a special form designed for this purpose will be published in the description of the product – such a question or review is then also used by other

customers when obtaining more information about the products and services of the Controller.

Legal basis for processing of these voluntarily provided data is the consent of the Data Subject within the meaning of Section 13(1)(a) of the Act in conjunction with Article 6(1)(a) of the Regulation, which may be revoked at any time on the basis of a request addressed to the Controller.

Personal data will be processed for the duration of the Data Subject's interest in publishing a review of their purchase and/or question, if such a question is published for specific products or services, or until the question or suggestion sent by the Data Subject via the online helpdesk or contact form is answered.

No automated decision-making or profiling will occur in the processing of the Data Subject's personal data, and the Controller does not intend to disclose personal data to a third country, an international organisation or 3rd parties, with the exception of the Processor.

In particular, the Data Subject has the right to request from the Controller access to their personal data, correction or deletion thereof, or restriction of processing, the right to object to processing, the right to data portability to another controller if the personal data have been processed in an automated manner, as well as the right to lodge a complaint with the Office for Personal Data Protection if the Controller proceeds with the processing of personal data in violation of the Regulation and/or the Act.

The form for reviewing a purchase and/or submitting a question or suggestion is not primarily intended for visitors to the Online Store under the age of 16.

#### **IV. Processing of personal Data in the Provision of Services related to Registration in the Online Store**

Personal data of the Data Subject processed by the Controller for the purpose of setting up the Data Subject's user account and providing services related to registration in the Online Store are: Name and surname, postal and email address and telephone number of the Data Subject.

Processing of the Data Subject's personal data may be entrusted to a Processor (with the exception of providers of delivery and accounting services).

Legal basis for processing of these voluntarily provided data is the fulfilment of rights and obligations in the provision of services related to registration in the Online Store, which would otherwise not be possible to provide in full.

Personal data will be processed for the duration of the Data Subject's interest in using the services associated with registration in the Online Store.

No automated decision-making or profiling will occur in the processing of the Data Subject's personal data, and the Controller does not intend to disclose personal data to a third country, an international organisation or 3rd parties, with the exception of the Processor.

In particular, the Data Subject has the right to request from the Controller access to their personal data, correction or deletion thereof, or restriction of processing, the right to object to processing, the right to data portability to another controller if the personal data have been processed in an automated manner, as well as the right to lodge a complaint with the Office for Personal Data Protection if the Controller proceeds with the processing of personal data in violation of the Regulation and/or the Act.

Services associated with the user account are not primarily intended for visitors to the Online Store under the age of 16.

## V. Cookie Policy

The following section of the Terms and Conditions describes information about cookies that are or may in the future be used on the Online Store pages.

### What are Cookies and how do they work?

Cookies are small files that are sent to and stored on the Data Subject's device by the Controller's websites that the Data Subject visits.

Cookies are stored in the folder of the respective internet browser used by the Data Subject when browsing the website. When revisiting these websites, the Subject's browser will reload the stored cookies and send them back to the website or element that created the original cookie.

This usually ensures the correct functionality of these websites. For the purposes of this Policy, the term "cookies" also applies to other similar files that collect information in a similar way (e.g. pixels, beacons, etc.).

### Which Cookies are used by the Controller?

Cookies by which the website recognises the device of the Data Subject may be:

**Session cookies**, which are used when visiting a website.

**Persistent cookies**, which are used on repeated visits to the website.

In terms of who stores cookies on the Data Subject's device, we distinguish:

**First-party cookies**, which are cookies that have been placed on this website by the Controller.

**Third-party cookies**, which are those cookies that are placed on the Data Subject's device by another entity when using the Controller's website. Third-party cookies may be placed on that person's device by someone who provides a service to the Controller (for example, Google Analytics, Google Double Click and Google Tag Manager). Third parties do not have access to the data in the Controller's cookie files and the Controller does not have access to third-party cookies.

Cookies on this site are used for the following purposes:

**Essential cookies** are cookies without which the Controller's website would not function properly and which are automatically placed on the Data Subject's device and cannot be disabled. Essential cookies cannot identify the user and are only used for the purpose of ensuring that the website is displayed correctly.

**Functional cookies** are used to enable the Controller to identify the Data Subject when returning to its website and to help improve the functionality and security of the website, including remembering the Data Subject's preferences and managing the performance of the website.

**Analytical cookies** allow the Controller to carry out various statistical analyses of its website. They are used in an anonymised form, which means that they cannot identify the Data Subject and the use of these cookies can be disabled by the Data Subject in their Internet browser.

**Performance cookies** help improve the functionality of our website, for example by ensuring that users can easily find what they are looking for.

**Marketing cookies** are used to carry out personalised advertising services. They do not directly store personal data, but are based on the unique identification of the Internet browser and device of the Data Subject. In this regard, the Controller points out that refusing the use of these cookies will not prevent

the display of advertisements on the website, but these advertisements may no longer correspond to the interests of the Data Subject. These cookies may be set through the Controller's sites by its advertising partners. These companies may use them to profile the interests of the Data Subject and to display relevant ads on other sites.

### **How can the Use of Cookies be set and disabled?**

Only absolutely essential cookies are placed on the Data Subject's device when they first visit the Controller's website. When visiting the website, the Data Subject will be presented with a pop-up window or cookie bar with a message notifying them of the use of cookies. Unless the Data Subject accepts/enables all cookies or selects individual cookie preferences, this setting will not change.

By clicking on the relevant button in the pop-up window or on the cookie bar, the Data Subject acknowledges the use of the necessary cookies by the Controller in the manner described in this Policy. In relation to all other types of cookies used by the Controller, these will not be stored in the Data Subject's device unless the Data Subject has consented to their use, which may be revoked at any time. Data about the Data Subject collected via cookies are therefore collected voluntarily, directly from the Data Subject.

Cookies can be managed by each Data Subject in their Internet browser after setting the appropriate preferences. Different Internet browsers have different procedures for disabling or enabling cookies, which are usually found in the menu labelled "Options" or "Tools". This gives the Data Subject the possibility to manage cookies relating to basic functions, website improvement, customisation and advertising directly in their browser. For the new setting of the Data Subject to work, it will probably be necessary to reload the web page. If you disable or opt out of the use of certain cookies, the Controller's website will no longer access or read these cookies.

Various files, scripts, codes or other information relating to cookies may remain stored on your device. These can be removed by the Data Subject by deleting the cookies and the browser cache using the settings of the browser in question, and any change to the browser settings applies only to that particular browser.

Website <http://www.allaboutcookies.org/>, provides comprehensive information on adjusting cookie settings across a range of web browsers. The Controller points out that since it is neither the owner nor the operator of this website, it is not responsible for its content.

The Controller also warns that if essential cookies (or all cookies) are disabled using your browser settings, one or more of the basic functions of the website, including those designed to ensure a safe visit, will not function properly or at all.

The Controller further advises that if the Data Subject refuses or withdraws consent to the use of any non-essential cookies or personal data, the corresponding function or feature of this website may not function properly or at all. Use of the basic functions and functionality of the website will not be affected.

### **How long does the Controller retain the Information collected?**

How long the Operator retains the collected data always depends on the respective type of cookies. Session cookies expire as soon as you close your browser. Persistent cookies, including locally accessible objects, may be valid for several months or until the consent to their use is withdrawn by the Data Subject, which is the legal basis for the storage of non-essential cookies.

### **What are the Rights of the Data Subject when processing Data using Cookies?**

Not all cookies used by this website are capable of identifying the Data Subject and are therefore not considered personal data. Nevertheless, the Data Controller informs by means of this Policy that each Data Subject has, in particular, the right to request from the Controller access to their personal data,

rectification or erasure thereof, or restriction of processing, the right to object to processing if the legal basis for the processing of personal data is a legitimate interest of the Controller, as well as the right to lodge a complaint with the Office for Personal Data Protection if the Controller and/or the Processor proceeds with the processing of personal data in breach of the Regulation and/or the Act.

These Terms and Conditions are effective from: June 1st 2022

**Annex 1 of the General Terms and Conditions:  
WITHDRAWAL FORM**

Addressee:

SIGI Forge s. r. o.  
Rovniankova 1658/2  
851 02 Bratislava  
Slovak Republic

I, the undersigned:

.....  
.....,

Residing at:

.....  
.....,

Contact:

.....  
.....,

I hereby notify you that I withdraw from the purchase contract concluded through the website [www.sigiforge.com](http://www.sigiforge.com),

Order No.

.....  
.....,

Order date

.....  
.....,

in the range of the following goods:

.....  
.....  
.....  
.....  
.....

I request a refund of the money paid for the above goods, including any delivery costs, less the value of the severance payment

by transfer to account no.\*

.....  
.....

Note\*

.....  
.....

....., on .....

Buyer's signature

.....

\* If you are sending the returned goods together with the withdrawal form, it is possible to send everything to the Seller's address. If you are requesting a refund in the form of a money order or a cheque mailed to your postal address, please indicate this in the memo line