GENERAL TERMS AND CONDITIONS FOR BUSINESSES (B2B)

Effective from 1 July 2026

1. SELLER IDENTIFICATION

Business Name: TEMPERANCE SLOVENSKO spol. s r.o.
Registered Office: Krasovského 13, 851 01 Bratislava, Slovak Republic
Company ID (IČO): 31 392 504
Tax ID (DIČ): 2020347230
VAT ID: SK2020347230
Registered in the Commercial Register of the Municipal Court Bratislava III, Section Sro, File No. 8708/B

E-mail: temperance@temperance.sk
Telephone: +421 915 748 410
Website: www.temperance.sk

(hereinafter referred to as the "Seller")

2. SCOPE OF THE TERMS AND CONDITIONS

These Terms and Conditions govern the rights and obligations between the Seller and a Business Customer in connection with the purchase of goods through the online store www.temperance.sk or by any other method of ordering.

A Business Customer shall mean:

- a sole trader;
- a self-employed person;
- a legal entity;

acting within the scope of its business activities when concluding and performing the contract.

Legal relationships not governed by these Terms and Conditions shall be governed primarily by Act No. 513/1991 Coll., the Commercial Code, as amended.

3. BUSINESS CUSTOMER REGISTRATION

A Business Customer may register through the online store, by e-mail, by post, or in person.
The Seller reserves the right to reject or cancel a registration, particularly if incorrect information is provided or if these Terms and Conditions are violated.
Registration is free of charge.

4. SUBJECT OF SALE

The Seller offers in particular:

- skincare products;
- body care products;
- hair care products;
- decorative cosmetics;
- cosmetic accessories;
- other goods listed in the online store.

Product photographs are for illustrative purposes only and may not fully correspond to the actual appearance of the product.

5. PRODUCT PRICES

All prices are stated in Euros (EUR).

Unless stated otherwise, prices include VAT.

The Seller reserves the right to change prices without prior notice. The price valid at the time the order is confirmed by the Seller shall be binding on the Buyer.

6. ORDERING AND CONCLUSION OF THE PURCHASE AGREEMENT

Orders may be placed:

- through the online store;
- by e-mail;
- by telephone;
- in person.

The purchase agreement is concluded upon confirmation of the order by the Seller.

The Seller reserves the right to reject an order, particularly in cases of:

- product unavailability;
- an obvious pricing error;
- suspected misuse of the ordering process;
- outstanding liabilities of the Buyer towards the Seller.

7. PAYMENT TERMS

The Buyer may pay for the goods using:

- online payment card;
- bank transfer;
- cash on delivery;
- cash or payment card upon personal collection.

The Seller may allow selected business partners to purchase goods on invoice with a payment term of 14 days or under an individually agreed arrangement.

In the event of late payment, the Seller shall be entitled to charge statutory default interest in accordance with applicable legal regulations.

8. DELIVERY TERMS

The Seller delivers goods within the Slovak Republic and to other Member States of the European Union.

Current shipping rates and delivery methods are specified in the document "Shipping and Payment Terms" and in the shopping cart before the order is submitted.

Goods that are normally in stock are generally dispatched within 1–3 business days from order confirmation or receipt of payment.

The Seller shall not be liable for delays caused by the carrier or by force majeure events.

Refunds and Customer Credit

In the event of a duplicate payment, failure by the Buyer to collect a shipment, or any other circumstance resulting in an overpayment in favor of the Buyer, the Seller may, upon agreement with the Buyer, record such amount as customer credit. The credit may be used towards future purchases made through the Seller's online store.

If the Buyer requests a refund of the overpayment to a bank account instead of using the customer credit, the Seller shall be entitled to charge an administrative fee for processing the refund as follows:

- EUR 2.00 including VAT for refunded amounts up to and including EUR 500.00;
- 0.4% of the refunded amount for refunded amounts exceeding EUR 500.00.

The administrative fee shall be deducted from the refunded amount.

The Buyer acknowledges that the administrative fee represents reimbursement of the Seller's costs associated with processing the refund, including banking, accounting, and administrative expenses.

9. TRANSFER OF TITLE AND RISK OF DAMAGE

Ownership of the goods shall pass to the Buyer only upon full payment of the purchase price.

The risk of damage to the goods shall pass to the Buyer upon acceptance of the shipment.

10. LIABILITY FOR DEFECTS

The Seller shall be liable for defects existing at the time the risk of damage passes to the Buyer.

The Buyer is obliged to:

- inspect the shipment without undue delay upon receipt;
- notify the Seller of any apparent defects without undue delay;
- notify the Seller of any hidden defects immediately upon discovery.

A complaint claim must include:

- identification of the Buyer;
- the order or invoice number;
- a description of the defect;
- the requested method of resolution.

The Seller shall process the complaint claim without undue delay after assessing the claimed goods and shall inform the Buyer of the outcome in writing or electronically.

11. EXCLUSION OF LIABILITY

The following shall not be considered defects of the goods:

- normal wear and tear;
- improper use of the product;
- improper storage;
- use contrary to instructions;

- an individual allergic reaction or hypersensitivity to any ingredient of the product.

The Buyer is obliged to familiarize themselves with the product composition and instructions for use before using the product.

12. INTELLECTUAL PROPERTY PROTECTION

All trademarks, logos, photographs, graphic elements, texts, and other content of the online store are protected by applicable legal regulations.

Without the Seller's prior written consent, it is prohibited to copy, reproduce, distribute, or use such content for commercial or marketing purposes.

13. PERSONAL DATA PROTECTION

The processing of personal data is governed by a separate document entitled "Privacy Policy", published on the website www.temperance.sk.

14. GOVERNING LAW AND DISPUTE RESOLUTION

Legal relations between the Seller and the Buyer shall be governed by the laws of the Slovak Republic.

Any disputes shall be resolved by the competent courts of the Slovak Republic.

15. FORCE MAJEURE

The Seller shall not be liable for failure to perform its obligations due to force majeure events, including but not limited to natural disasters, epidemics, pandemics, power outages, strikes, decisions of public authorities, or other unforeseeable circumstances beyond the Seller's reasonable control.

16. FINAL PROVISIONS

These Terms and Conditions become effective on 1 July 2026.

The Seller reserves the right to amend or supplement these Terms and Conditions. The updated version shall be published on the website www.temperance.sk.

Legal relations not governed by these Terms and Conditions shall be governed by the relevant provisions of the Commercial Code and other generally binding legal regulations of the Slovak Republic.

If any provision of these Terms and Conditions is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity and enforceability of the remaining provisions.

The right to withdraw from a contract without stating a reason under consumer protection laws does not apply to contracts concluded with entrepreneurs (business customers).

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