GENERAL TERMS AND CONDITIONS FOR CONSUMERS

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
Online Store: www.temperance.sk

(hereinafter referred to as the "Seller")

2. INTRODUCTORY PROVISIONS

These General Terms and Conditions govern the rights and obligations between the Seller and the Consumer in connection with the sale of goods through the online store www.temperance.sk.

A Consumer is a natural person who, when concluding and performing a consumer contract, does not act within the scope of their business activity, employment, or profession.

The legal relations between the Seller and the Consumer are governed in particular by:

- Act No. 108/2024 Coll. on Consumer Protection;
- Act No. 40/1964 Coll., the Civil Code;
- Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes;
- Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR);
- Act No. 18/2018 Coll. on Personal Data Protection.

3. PRODUCTS AND PRICES

The Seller offers through the online store, in particular:

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

All prices are stated in EUR and include VAT.
The price displayed for a product is the final price of the product. Shipping costs, cash-on delivery charges, and any other fees are specified separately before the order is submitted.
The Seller reserves the right to change prices. The price valid at the time the order is placed shall be binding on the Consumer.
Product photographs are for illustrative purposes only.

4. ORDERING AND CONCLUSION OF THE PURCHASE AGREEMENT

The Consumer places an order by adding selected goods to the shopping cart and completing the required information.

Before submitting the order, the Consumer has the opportunity to:

- review the contents of the order;
- modify the quantity of ordered goods;
- correct incorrect information.

An order submitted via a button labelled "Order with Obligation to Pay" or a similarly unambiguous designation constitutes a binding proposal to conclude a purchase agreement.
The purchase agreement is concluded upon confirmation of the order by the Seller via e-mail.
The order confirmation will be sent to the e-mail address provided by the Consumer.
The agreement is concluded in the Slovak language.
The concluded agreement is archived electronically and is not publicly accessible.

5. PRODUCT AVAILABILITY

If the Seller is unable to deliver the ordered goods, the Consumer shall be informed without undue delay.

If the Consumer has already paid the purchase price or part thereof, the Seller shall refund the amount paid within 14 days unless otherwise agreed between the parties.

6. PAYMENT TERMS

The Consumer may pay for the goods using:

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

Payment shall be deemed made on the day the funds are credited to the Seller's account or on the day payment is received.
Detailed information regarding payment method is provided in the document "Shipping and Payment Terms".

7. DELIVERY TERMS

The Seller delivers goods within the Slovak Republic and to other Member States of the European Union.
Available delivery methods may include:

- courier service;
- collection point;
- personal collection.

The standard delivery period is 1–3 business days from order confirmation or receipt of payment.
Unless otherwise agreed, the Seller shall deliver the goods no later than 30 days from the conclusion of the agreement.
The Seller shall not be liable for delays caused by the carrier or force majeure events.

Detailed delivery conditions are provided in the document "Shipping and Payment Terms".

Refunds and Customer Credit

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

If the Consumer 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.

This provision shall not apply where the Seller is legally required to refund a payment to the Consumer pursuant to generally binding legal regulations, in particular in the event of withdrawal from the contract under consumer protection legislation, a justified complaint claim, or an error attributable to the Seller.

8. WITHDRAWAL FROM THE CONTRACT

The Consumer has the right to withdraw from the contract without stating any reason within 14 days from the date of receipt of the goods.

The withdrawal period shall be deemed complied with if the notice of withdrawal is sent no later than on the last day of the withdrawal period.

The notice of withdrawal may be sent:

- by e-mail to temperance@temperance.sk;
- by post to the Seller's registered office address.

The Consumer may use the model withdrawal form available on the Seller's website.

The burden of proof regarding the exercise of the right of withdrawal rests with the Consumer.

Following withdrawal from the contract, the Consumer shall return the goods no later than 14 days from the date of withdrawal.

The Consumer shall bear the direct costs of returning the goods.

The Consumer shall be liable for any diminished value of the goods resulting from handling beyond what is necessary to establish the nature, characteristics, and functioning of the goods.

The Seller shall refund all payments received, including the cost of the least expensive delivery method offered, no later than 14 days from receipt of the withdrawal notice.

The Seller may withhold the refund until the returned goods have been received or until proof of their return has been provided.

9. EXCEPTIONS TO THE RIGHT OF WITHDRAWAL

The Consumer may not withdraw from the contract in cases specified in Section 19 of Act No. 108/2024 Coll., particularly with regard to:

- sealed goods which are not suitable for return due to health protection or hygiene reasons and whose seal has been broken after delivery;
- goods made according to the Consumer's specific requirements;
- other cases provided for by applicable legislation.

10. LIABILITY FOR DEFECTS AND COMPLAINTS

The Seller shall be liable for defects that exist at the time of delivery and become apparent during the statutory liability period.

The Consumer is entitled to notify the Seller of a defect without undue delay after discovering it.

The Seller shall provide the Consumer with confirmation of the defect notification.

Detailed conditions regarding the exercise of rights arising from liability for defects are governed by the Complaints Procedure published on the Seller's website.

11. ALTERNATIVE DISPUTE RESOLUTION

The Consumer has the right to contact the Seller with a request for remedy.

If the Seller rejects the request or fails to respond within 30 days, the Consumer has the right to submit a proposal for alternative dispute resolution pursuant to Act No. 391/2015 Coll.

The competent alternative dispute resolution body is:

Slovak Trade Inspection Authority (SOI)
Prievozská 32, 827 99 Bratislava, Slovak Republic, Website: www.soi.sk

Consumers may also use the European Online Dispute Resolution (ODR) platform:
https://ec.europa.eu/consumers/odr

12. PERSONAL DATA PROTECTION

The processing of personal data is governed by the document "Privacy Policy" published on the Seller's website.

13. FINAL PROVISIONS

These General 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 Seller's website.

If the Consumer has their habitual residence in a Member State of the European Union other than the Slovak Republic, the Consumer shall also enjoy the protection afforded by the mandatory provisions of the law of their country of habitual residence. Nothing in these Terms and Conditions shall deprive the Consumer of such protection, in accordance with Article 6 of Regulation (EC) No. 593/2008 of the European Parliament and of the Council on the law applicable to contractual obligations (Rome I).

Legal relations not governed by these Terms and Conditions shall be subject to the laws of the Slovak Republic.

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