General business conditions of the internet shop (e-shop)

Article I. Definitions

- 1. Website operators (e-shops) www.indonal.co.uk, indonal.de, indonal.sk, indonal.hu, indonal.pl, is SYNERGIA Pharmaceuticals, s.r.o., with its registered office at Brestova 14. 821 02 Bratislava.
- 2. The seller is SYNERGIA Pharmaceuticals, s.r.o., with its registered office at Brestova 14, 821 02 Bratislava.
- 3. The supplier of goods and services offered in the eshop) www.indonal.co.uk, indonal.de, indonal.sk, indonal.hu, indonal.pl, Is SYNERGIA Pharmaceuticals, s.r.o., with its registered office at Brestova 14, 821 02 Bratislava.
- 4. The buyer is every visitor of the e-shop who created and sent the order through the e-shop. For purposes of Act no. 102/2014 Coll. consumer means a natural or legal person who does not purchase goods for the purpose of their sale to other persons, for the purpose of business or employment or occupation.
- 5. An e-shop is a computer system located on the Internet with public access, which allows ordering goods or services.
- 6. All products published on the e-shop website are goods or services.
- 7. The order is created by confirming the ordering process in the e-shop by selecting goods or services by the buyer including the complete completion of the order form and confirmation of the button "Order with obligation payments".
- 8. The buyer fully recognizes electronic communication, especially through the e-shop, e-mail communication as well as telephone communication.

Article II. The price

- 1. All listed prices for goods are final, including 20% VAT.
- 2. The seller is bound by the price stated on the e-shop website at the time of purchase.

Article III. An order

- 1. The order is created by confirming the ordering process in the e-shop by selecting goods or services by the buyer including the complete completion of the order form and pressing the "Order with obligation payments". For the correct processing of the order, it is necessary to fill in the required data in the order and choose transport options and payment for ordered goods or services.
- 2. By sending the order, the buyer agrees with the price of the ordered goods and services, and therefore the order becomes for binding on the consumer.
- By confirming the order on a durable medium from the seller, a purchase contract is created, which is possible amend, cancel or supplement only by mutual agreement between the buyer and the seller if by law or other legislation does not provide otherwise.
- 4. After creating the order in the e-shop, the buyer is automatically generated an e-mail confirming receipt e-shop orders. This e-mail is not a confirmation of the goods within the meaning of para. 3. of this Article. 5. *by sending the order, the buyer is bound to pay the purchase price of the ordered goods.

Article IV. Terms of payment

1. It is possible to pay for goods and services in the e-shop in the following ways: a) payment by card through the payment gateway of Tatrabanka a.s., Bratislava. b) by transfer to the account of the Seller. c) payment in cash to the courier when

purchasing "Cash on delivery". d) by payment in cash upon personal collection at the place of the Company's registered office.

Article V. Terms of Delivery

- 1. The seller is obliged to send the goods to the buyer within 30 days of the conclusion of the purchase contract, unless otherwise agreed, or if no longer delivery time has been indicated for the goods.
- 2. If the goods are in stock, they are dispatched according to capacity as soon as possible.
- 3. If there are several goods and services in the order and some of them are not in stock, we inform you buyer with partial delivery options.
- 4. An invoice (tax document), instructions as well as other documents for the goods are sent to the customer together with the goods or service from the manufacturer.
- 5. The place of performance shall be deemed to be the place to which the goods are delivered.
- 6. The seller carries out transport to the buyer through a) GLS courier service b) Slovenská pošta

Article VI. Shipping, packaging and payment options

- Shipping charges are listed under "Delivery Method" and are continuously updated. Buyer price for approves the transport by clicking on the appropriate window when placing the order. The seller can agree with the buyer on a procedure other than the standard (above) procedure when sending the goods or services as well as prices for these services.
- 2. The seller can send the goods, which are immediately available to the buyer and deliver the rest of the order additionally within the statutory period, but provided that the buyer will not be charged any additional postage, in addition to that which was included in the order.

Article VII. Transfer of ownership

- 1. Ownership passes from the seller to the buyer at the time of payment of the full price for the object purchase agreement.
- 2. The goods or services which are still covered by the seller's ownership right are reserved by the seller the right, in the event of a complaint by the buyer, to settle only at the moment of full payment of the subject of purchase contract.

Article VIII. Cancellation of the purchase contract

1. The buyer has the right to cancel the ordered goods or services within 24 hours of the creation of the purchase contract without cancellation fee.

Article IX The consumer's right to return the goods without giving a reason and to instruct the consumer

- 1. Pursuant to Act no. 102/2014 * Coll. on the protection of consumers in respect of the sale of goods, or the provision of services under a distance or off premises contract premises of the seller and on the amendment of certain laws (hereinafter referred to as the "Act") in accordance with the provisions § 7 et seq *. The right to withdraw from the purchase contract within 14 calendar days from the date of receipt of the goods. If the subject of the purchase contract is the delivery of goods, the consumer has the right to withdraw from the contract before delivery goods.
- 2. The consumer is obliged, if he wants to use this right, to deliver a written withdrawal from the purchase contract in person no later than on the last day of the specified period to the contact address of the seller or hand over this withdrawal for postal transport no later than on the last day of the period to the address indicated in the contacts. consumer is obliged, after notification of withdrawal from the contract, to

send or deliver in person the subject of the contract from which resigns together with all documentation - e.g. the original invoice, instructions and other documentation to the goods, which were delivered to him together with the goods, but no later than within 14 days from the date of withdrawal (§10 para. 1 Act) *. We recommend that buyers make a copy of the invoice for their own use and send the goods recommended and as an insured shipment. Do not send the goods to us by cash on delivery, such goods will not be accepted.

- 3. The e-shop operator shall return the paid performance for the goods / service, including transport costs in accordance with Art. § 9 par. 3) of Act no. 102/2014 *Coll. as well as costs demonstrably incurred for ordering goods by 14 days from the date of delivery of the withdrawal from the contract, but does not have to return the money before the goods are delivered to him or the consumer does not prove the shipment of goods, this does not apply if the seller has suggested that you get the goods he picks it up himself.
- 4. The cost of returning the goods shall be borne by the consumer.
- 5. The right to withdraw from the contract does not apply to goods and services, which are defined in §7 par. 6 letter a) to I) of Act no. 102/2014.* Z.z.
- 6. The consumer shall bear any reduction in the value of the goods which has been caused by their use beyond necessary to determine the functionality and properties of the goods.

Article X. Rights and obligations of the contracting parties

- 1. The seller and the buyer are considered to be the contracting parties.
- 2. The buyer is obliged to:
 - take over the ordered goods,
 - pay the agreed remuneration to the seller for the goods,
 - check the integrity of the packaging or as well as the goods themselves when taking them over.
- 3. The seller is obliged to:
 - deliver the goods to the customer in the required quality, quantity and at the agreed price.
 - together with the goods or additionally send the customer all documents for the goods, such as an invoice for the goods, complaint letter, operating instructions in the codified form of the Slovak language

Article XI Personal data and their protection

- 1. The parties agree that the buyer is for the purposes of proper equipment and delivery of the order, if any natural person, obliged to notify the seller in the order of his name and surname, address of permanent residence including zip code, phone number and email address.
- 2. The parties agree that the buyer is for the purposes of proper equipment and delivery of the order, if any legal entity, is obliged to notify the seller in the order of his business name, registered office address, including Postal code, ID number, VAT number (if assigned), telephone number and e-mail address.
- 3. Notifies the buyer that in accordance with Art. 6 *(1) (a) b) Regulation (EU) 2016/679*of the European Parliament and of the Council of 27 April 2016* on the protection of individuals with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46 / EC (General Data Protection Regulation) (hereinafter referred to as "the Regulation"), the seller as the operator of the information system will process in the process of concluding the purchase contract personal data of the buyer without his consent as the data subject, as the processing of personal data of the buyer will be performed by the seller in the framework of pre-contractual relations with the buyer and the processing of personal

- data the buyer is necessary for the performance of the purchase contract, in which the buyer acts as one of the parties.
- 4. Pursuant to Art. 6 par. 1 letter * f) The Seller may, after delivery of the ordered goods, resp. service To the Buyer, on the basis of a legitimate interest to process the Buyer's personal data also for direct purposes marketing and send to the Buyer's e-mail address information about new products, discounts and promotions on offered goods, resp. services.
- 5. The seller undertakes to treat and handle the buyer's personal data in accordance with applicable legal regulations of the Slovak Republic.
- 6. The seller declares that in accordance with Art. 5 (1) (a) a) a písm. b) of the Regulation, the personal data of the buyer obtained exclusively for the purpose specified in these terms and conditions.
- 7. The seller declares that for purposes other than those stated in these terms and conditions and complaints will be to collect the personal data of the buyer always separately, on an adequate legal basis and at the same time ensure that these personal data will be processed and used exclusively in a manner appropriate to the purpose for which they were collected; and will not associate them with personal data obtained for another purpose or for the purpose of fulfilling the purchase contract.
- 8. Before sending the order, the buyer will be asked to confirm by checking the box before sending the order, that the seller has informed him in a sufficient, comprehensible and irreplaceable manner: (a) their identification data, which are referred to in Article 1. these business and complaint conditions proving the identity of the seller, b) contact details of the seller, resp. the responsible person of the seller, (c) the purpose of the processing of personal data, which is the conclusion of a purchase contract between the seller and the buyer; and the legal basis for the processing of personal data, d) that the required personal data for the purposes of concluding the purchase contract and proper equipment and delivery of the order the buyer is obliged to provide, e) if the processing is based on Art. 6 (1) (a) (f) that the legitimate interest pursued by the seller is direct marketing, f) identification data of a third party, which is the company that delivers the ordered goods to the buyer, g) the retention period of personal data, resp. criteria for its determination,
- 9. The Seller declares that it will process personal data in accordance with good morals and will act in a manner that does not contradict or circumvent the Regulation or other generally binding legislation.
- 10. In accordance with the Regulation, the Seller provides the Buyer, whose data it processes, with the following information: a) the identity and contact details of the seller and, where applicable, the seller's representative, b) contact details of any responsible person, c) the purposes of the processing for which the personal data are intended as well as the legal basis of the processing, d) if the processing is based on Art. 6 par. 1 letter (f) legitimate interests pursued by the seller or a third party page, e) the circle of recipients, or categories of recipients of personal data, if any, (f) where applicable, information that the seller intends to transfer personal data to a third country; or international organization, g) the retention period of personal data, resp. criteria for its determination. (h) information on the existence of the right to request and the right of the seller to access his personal data rectification or erasure or restriction of processing or the right to object to processing as well as rights for data portability, (i) the right to lodge a complaint to the supervisory (j) information on whether the provision of personal data is a legal or contractual requirement; or the requirement necessary to conclude the contract, whether the buyer is obliged to provide personal data, as well as the possible consequences of not providing such

- data, (k) the existence of automated decision-making, including profiling; The buyer has the right to obtain from the seller a copy of the personal data being processed and has the right to obtain it as well as all the above information. The seller may charge for any additional copies requested by the buyer a fee corresponding to the administrative costs of making a copy.
- 11. If the buyer exercises his right under clause 9.10 in writing or electronically and the content of his application shows that exercising its right under point 9.10, the application shall be deemed to have been submitted in accordance with this Regulation.
- 12. The buyer has the right to object to the seller against the processing of his personal data, which he assumes that are or will be processed for direct marketing purposes, including profiling, to the extent that they relate to such direct marketing. If the buyer objects to such processing, the seller will terminate the processing of personal data for the purposes of direct marketing from the date of delivery of such objection to the seller and personal data the buyer concerned may no longer be and will not be processed for such purposes.
- 13. If the buyer suspects that his personal data are being processed unjustifiably, he may lodge a complaint with the Office protection of personal data of the Slovak Republic. If the buyer does not have full legal capacity, his rights may apply a legal representative.
- 14. The seller shall take appropriate measures to provide the Buyer with all the information specified in clause 9.10 in a concise, transparent, comprehensible and easily accessible form, clearly and simply worded. Seller provide the information electronically or in accordance with the Regulation by other means by which to the buyer agreed.
- 15. The seller shall provide the buyer without information on the measures taken at the request of the buyer undue delay, in any case within one month of receipt of the request.
- 16. The seller notifies the buyer that due to the performance of the contract, the processing of personal data The Buyer assumes that the Buyer's personal data will be provided and made available to the following third parties parties, resp. circle of recipients: GLS General Logistic Systems Slovakia s.r.o., Lieskovská cesta 13, 96221 Lieskovec, IČ-DPH: SK2021797140, entered in the Commercial Register of the District Court of Banská Bystrica, Odd .: s.r.o., File No. 9084 / S Slovenská pošta, a.s., with its registered office at Tomášikova 3497/54, 831 04 Nové Mesto, Bratislava

Article XII Contractual penalty

- 1. The seller reserves the right to impose a contractual penalty on the buyer of € 10 (in words ten in the case of a purchase contract which he has not canceled or from which he has not withdrawn and the goods have been purchased from the carrier was not picked up and was returned to the seller or was invited by the seller to take over the goods, while he did not take over the goods, as he violated the provisions in Art. X. point 2, letter a.
- 2. This contractual penalty includes transport costs as well as other costs of the seller related tonon-fulfillment of the purchase contract.

Article XIII Final provisions

1. If the consumer is not satisfied with the way in which the seller has handled his complaint or if considers that the seller has infringed his rights, he has the possibility to turn to the seller with a request for correction. If the seller responds to the request for redress in the negative or does not respond to it within 30 days from its dispatch, the consumer has in accordance with § 12 of Act no. 391/2015 * Coll. on alternative consumer solutions disputes and on the amendment of certain laws the right to file a motion to initiate an alternative solution to it dispute.

- 2. The competent subject for alternative resolution of consumer disputes with the e-shop operator is Slovak Trade Inspection (www.soi.sk) or other relevant authorized legal entity registered in the list of ADR entities maintained by the Slovak Ministry of Justice Republic (http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebitelskychsporov/146987s), while the consumer has the right to choose which of the above subjects of the alternative consumer dispute resolution will be reversed.
- 3. If the consumer is from an EU Member State other than the seller's registered office, he may apply for Alternative dispute resolution Use an online dispute resolution platform that is available at http://ec.europa.eu/consumers/odr/
- 4. The consumer shall find information on the design fees on the website of the specific entity alternative dispute resolution.
- 5. The seller reserves the right to change and supplement these general terms and conditions and complaints conditions even without prior notice to the buyer. In the event of a change in the general business conditions or complaint conditions, the whole purchase process is governed by the general ones terms and conditions that were valid at the time of sending the order to the buyer and these are available at the seller's website.
- 6. Complaint conditions are an inseparable part of these general terms and conditions.
- 7. By sending the order, the buyer has read the general terms and conditions as well as the complaint conditions and agrees with their wording.
- 8. These conditions were developed within the certification project of the e-shop nakupujbezpecne.sk
- 9. These general business conditions and complaint conditions are available at the company's registered office for viewing by buyers as well as are published on the eshop website.
- 10. Relationships not otherwise regulated in these general terms and conditions as in their inseparable parts (annexes) are governed by the relevant provisions, in particular Act no. 40/1964 * Coll., Act no. 250/2007 * Coll., Act no. 102/2014 *Coll., Act no. 122/2013 *Coll., Act no. 22/2004 *Coll. as well as Act no. 513/1991 *Z.z.
- 11. These General Terms and Conditions, including their integral parts, shall enter into force and effect 1. January 2016. *

*according to	the valid	logislation	of the	Slovak	Republic
accoromo re) tne valio	ledislation	or the	SIOVAK	Rebublic

Done at Bratislava, 27 December 2016 Ing. Alexej Murín managing director