

GENERAL TERMS AND CONDITIONS (GTC)

CONSULED spol. s r.o.

I.

Subject Matter

The subject of these General Terms and Conditions is the regulation of contractual relationships between the Seller and the Buyer pursuant to the provisions of Section 409 et seq. of the Commercial Code, Act No. 513/1991 Coll., as amended, when concluding a purchase agreement under which CONSULED, spol. s r.o., with its registered seat at Mokrohájska cesta 10, Bratislava 84104, Company ID No.: 35824824, registered in the Commercial Register of the District Court Bratislava I, Section: Sro, Insert No. 25377/B (hereinafter the "Seller"), undertakes to deliver goods to the Buyer on the basis of the Buyer's request and subject to the prior written (including email) acceptance of such request by the Seller. A more detailed specification of the goods is provided in the delivery note. These General Terms and Conditions are also published on the Seller's website at www.consuled.sk.

II.

Price

The purchase price has been agreed upon on the basis of supply and demand, in accordance with the applicable price regulations. The Buyer undertakes to pay the agreed purchase price for the goods delivered. All prices are stated inclusive of value added tax (VAT).

III.

Delivery Terms

The place and date of performance shall be agreed upon by the Seller's acceptance of the order. The Seller undertakes to deliver to the Buyer the goods specified in Article I of this Agreement, and the Buyer undertakes to take delivery of the goods without undue delay upon the Seller's request.

IV.

Acceptance of Performance

Upon receipt of each individual delivery, the Buyer shall be obliged to confirm such receipt on the delivery note or accompanying document. One copy of the duly confirmed delivery note shall form part of the delivery. Any person accepting the delivery on behalf of the Buyer shall be deemed to be an authorized employee of the Buyer designated to take delivery of the performance. Such person shall be required to raise any objections regarding the quantity of goods delivered without undue delay, i.e., on the day of receipt of the order. Delivery documents confirmed by the aforementioned representative of the Buyer and not subject to a claim shall be deemed undisputed by the Parties, and the data stated therein shall serve as the basis for the Seller's lawful invoicing.

The risk of damage to the goods shall pass to the Buyer at the moment the Buyer takes delivery of the goods from the Seller or the carrier, or, if the Buyer fails to do so in a timely manner, at the moment when the Seller makes the goods available for handling and the Buyer breaches the Agreement by failing to take delivery of the goods.

V.
Liability for Defects

The Buyer purchases bovine leather from the offer of European manufacturers and traders and is the exclusive representative and importer of leather produced by Wollsdorf Leder Schmidt & Co Ges.m.b.H. (hereinafter referred to as the "Manufacturer"), in accordance with the Manufacturer's technical specifications, which are published on the Seller's website as well as on the Manufacturer's website. Bovine leather is characterized by specific natural features of the material, which affect its use. The quantity of material delivered may not exactly correspond to the quantity ordered. The Buyer acknowledges the possibility of deviations between the quantity of goods delivered and the quantity of goods ordered.

Due to the natural origin of the raw material, slight differences in color shades and surface texture of the delivered materials may occur. If the Buyer does not agree with and does not accept the identified difference in color, the goods may be returned within five (5) days from the date of delivery.

In the event that defects are discovered in the quality of the delivered bovine leather that hinder or prevent its use, the Buyer may invoke liability for such defects without undue delay upon their discovery, but no later than within five (5) days from the date of delivery. Within the same period, the Buyer may return the delivered goods in an intact condition, meaning without any marks or alterations made to the leather by the Buyer or any third party.

When asserting liability for such defects, the Buyer must always specify the place where the goods are stored, their quantity, and the grounds for the complaint. If the Buyer, in any way, marks the delivered bovine leather, compromises the integrity of the leather by cutting, trimming, or otherwise altering it, the Seller shall reject the complaint.

VI.
Payment terms

The Buyer declares that it has secured the financial means for the purchase of goods from the Supplier. In the event of disagreement with the issued tax document, the Buyer is obliged to submit a written complaint and return the document to the Seller within five (5) calendar days from its receipt; otherwise, the tax document shall be deemed duly approved, and any subsequent complaint after the expiry of the stated period may not be recognized by the Seller.

In the complaint, the Buyer must specify which items it considers to be improperly charged and indicate how it requests the tax document to be corrected. If the Buyer fails to provide relevant reasons in the complaint, the mere return of the document shall be deemed insignificant.

VII.

Title to goods

In accordance with Section 445 of the Commercial Code, the Parties have agreed that the Buyer shall acquire ownership title to the goods only upon full payment of the purchase price.

VIII.

Contractual terms and default interest:

In the event of the Buyer's delay in payment of the purchase price for the goods, the Buyer undertakes to pay the Seller default interest in the amount of 0.05% of the outstanding sum for each day of delay.

IX.

Specific representation of the buyer

The buyer represents and warrants to the seller that:

- (i) no bankruptcy or restructuring proceedings have been initiated in relation to its assets, nor does any reason exist for the declaration of bankruptcy, for the dismissal of a petition for declaration of bankruptcy due to insufficient assets and/or for the commencement of restructuring proceedings;
- (ii) it is not insolvent and not over-indebted.

The Buyer acknowledges that the Seller enters into this Agreement relying on the above representations of the Buyer and their accuracy. Pursuant to Section 725 of the Commercial Code, the Buyer hereby requests the Seller to rely on the accuracy, truthfulness, and completeness of these representations, as well as on the accuracy and truthfulness of any document and any information received from the Buyer prior to the conclusion of this Agreement.

The Buyer hereby undertakes to indemnify the Seller for any damages, losses, costs, or expenses incurred by the Seller as a result of any breach of the provisions of this Agreement and/or any inaccuracy or untruthfulness of any representation made by the Buyer.

X.

Rules on personal data protection (GDPR)

CONSULED, spol. s r. o., in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons 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 the "GDPR"), and pursuant to Act No. 18/2018 Coll. on the Protection of Personal Data and on Amendments and Supplements to Certain Acts (hereinafter the "Personal Data Protection Act"), collects, stores, and processes personal data exclusively for the purposes of carrying out its business activities, and based on contracts concluded with the Buyer.

Information regarding the methods of processing personal data is provided to our business partners on the website: <https://consuled.sk/ochrana-sukromia/>

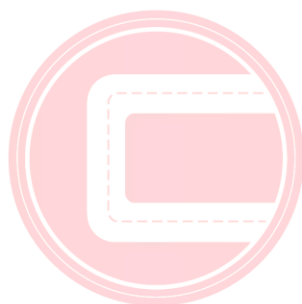
XI.

Final provisions

The relationships between the parties, irrespective of their legal nature, shall, pursuant to Section 262(1) of the Commercial Code, be governed exclusively by the provisions of the Commercial Code, even if one of the parties is not an entrepreneur. The parties expressly declare their intention that **any** invalidity of a part of the contract shall not affect the validity of its remaining parts. Matters not expressly regulated by the contract shall be governed by the legal order of the Slovak Republic. Any amendments to this contract must be agreed in writing and signed by both contractual parties.

The contractual parties declare that they have read the text of the General Terms and Conditions, that they have understood its content, including references to legal provisions, and that the purchase contract has been concluded of their free and serious will, not under duress or under manifestly disadvantageous conditions. They further declare that their contractual freedom is not restricted in any way, and that they are bound by their legal acts, which they confirm by affixing their handwritten signatures as an expression of their unconditional consent.

The person accepting the goods on behalf of the Buyer declares that he/she is authorized to act in its name.



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CONSULED

Bratislava 15.12.2025

DRIVEN BY COMPETENCE