General Terms and Conditions

The trader,
Nunofia s.r.o., with its registered office at Hviezdoslavova 30, 974 01 Banská Bystrica, Slovak Republic, Company ID No.: 48 170 160, Tax ID No.: 2120074814, VAT ID No.: SK2120074814, registered in the Commercial Register maintained by the District Court Banská Bystrica, Section: Sro, File No.: 28162/S, acting through Ing. Vladislav Klajban, Managing Director of the company (hereinafter referred to in these Terms and Conditions as the “trader”)

correspondence address: Nunofia s.r.o., Kuzmányho 5, Banská Bystrica 974 01, Slovak Republic

contact details: e-mail: info@nunofi.com, tel.: +421 48 412 3392

1. General Provisions

1.1. These General Terms and Conditions and Complaints Procedure (hereinafter referred to as the “Terms and Conditions” or the “GTC”) govern the mutual rights and obligations of Nunofia s.r.o., as the trader acting in the capacity of the seller, and natural or legal persons, as customers, in the sale of goods through the trader’s online shop operated on the internet domain www.nunofi.com (hereinafter referred to as the “online shop”).

1.2. A trader means a person who, when concluding and performing a consumer contract, acts within the scope of their trade or other business activity in the capacity of the seller.

1.3. A customer means a consumer or entrepreneur who concludes a contract with the trader in the capacity of the buyer.

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

1.5. An entrepreneur means a person registered in the Commercial Register, a person conducting business on the basis of a trade licence, a person conducting business on the basis of another authorisation, or a person carrying out agricultural production registered in the register pursuant to a special legal regulation.

1.6. Legal relations between the trader and a customer who is a consumer shall be governed in particular by Act No. 40/1964 Coll., the Civil Code, Act No. 108/2024 Coll. on Consumer Protection (hereinafter referred to as the “Consumer Protection Act”), Act No. 22/2004 Coll. on Electronic Commerce, the individual contract, these Terms and Conditions, and other generally binding legal regulations of the Slovak Republic.

1.7. Legal relations between the trader and a customer who is not a consumer shall be governed in particular by Act No. 513/1991 Coll., the Commercial Code (hereinafter referred to as the “Commercial Code”), the individual contract, these Terms and Conditions, and other generally binding legal regulations of the Slovak Republic.

1.8. A purchase contract is a bilateral legal act whereby the trader undertakes to deliver to the customer goods specified individually or by quantity and type, and the customer undertakes to pay the trader the purchase price. The purchase contract and the Terms and Conditions are drawn up in the English language. Concluded contracts are archived in electronic form and are not publicly accessible.

1.9. A distance contract is a contract between the trader and the consumer agreed and concluded exclusively through one or more means of distance communication without the simultaneous physical presence of the trader and the consumer, in particular through the use of an online interface or electronic mail.

1.10. Goods means any goods available in the online shop (hereinafter referred to as the "goods")
and made available to the customer.

1.11. An order shall be deemed to constitute an offer to conclude a purchase contract, the subject matter of which shall be the goods, and which the trader may accept or reject in accordance with the provisions of the Terms and Conditions set out below.

1.12. The content of the website located on the web interface www.nunofi.com, including texts, photographs, images, logos, software and other content, may be subject to legal protection pursuant to Act No. 185/2015 Coll., the Copyright Act (hereinafter also referred to as the "Copyright Act"). Any use, distribution or making available thereof to third parties without the author's consent is prohibited. The names and designations of products, goods, services and companies may be registered trademarks of their respective owners.

1.13. Provisions deviating from the Terms and Conditions may be agreed in an individual contract.
Any differing provisions in the contract shall take precedence over the provisions of the Terms and Conditions.

1.14. If the customer is a consumer, the provisions of these Terms and Conditions shall apply only to the extent that they are not contrary to mandatory provisions of consumer protection legislation.

1.15. The trader provides the customer with information on the meaning of selected terms used in
connection with products offered by the trader for sale through the online shop:

1.15.1. coin – a metal (usually) round form of money (intended not only as a means of payment) of a certain weight and quality, marked with the sovereign symbol or the mark of the producer, the denomination, the national emblem and the year of issue.

1.15.2. circulation quality – a coin finish identical to the finish of coins used in ordinary payment transactions, meaning that both the field and the relief are matt.

1.15.3. PROOF quality – a premium-quality coin finish, sometimes also referred to as "PP", with a highly polished field and a matt relief.

1.15.4. certificate – a document certifying the authenticity of the relevant product.

1.15.5. commemorative sheet – a document issued in connection with issues of commemorative and
collector coins; however, it does not have a nominal value.

1.15.6. banknote – paper money officially issued by a central or commercial bank and which is, or at the time of issue was, legal tender in the territory in which it was issued.

1.15.7. facsimile – a copy or reproduction of a printed item of historical value, in this case a banknote or another security.

1.15.8. medal – a special type of sculpture. This sculpture is often used as an award or is issued to commemorate a significant event or anniversary.

1.15.9. banknote perforation – the defacement of a banknote for various purposes.

1.15.10. numismatics – the collecting of coins and banknotes. Mainly coins and banknotes that have
been in circulation or were intended for circulation are collected.

1.15.11. notaphily – a field of collecting concerned with the collection and study of banknotes, paper money and other means of payment.

1.15.12. philately – the collection of postage stamps, postal stationery, postmark impressions and other types of philatelic material.

1.15.13. postage stamp – a security used to pay for postal services.

1.15.14. issue – the process of issuing new money into circulation, carried out by the issuing bank (in the euro area, the European Central Bank and national central banks).

1.16. Purchase of collectible items. Information published on the trader's website regarding the possibility of offering collectible items to the trader for purchase is for informational purposes only and does not constitute a public offer to conclude a contract or an obligation of the trader to purchase the item offered. The purchase of collectible items shall take place exclusively on the basis of an individual agreement between the trader and the relevant person, in particular following an assessment of the item, its authenticity, condition, provenance, submitted documentation, photographic documentation and the agreed price. The trader shall be entitled to refuse the purchase without stating a reason.

1.17. Wholesale. If the trader concludes a separate wholesale, framework or other individual contract with a customer who is an entrepreneur, the provisions of such individual contract shall take precedence over these Terms and Conditions.

1.18. Pre-orders/new issues. In the case of goods which are to be issued or delivered to the trader only in the future, particularly new issues of coins, banknotes or other collectible items, the stated availability date is only an estimated date, unless expressly stated otherwise. Delivery of such goods to the customer depends on their actual delivery to the trader by the supplier, manufacturer, issuing bank or another entity. The trader shall inform the customer without undue delay of any material change in availability or the impossibility of delivering the goods.

1.19. Act No. 297/2008 Coll. on the Prevention of Legalisation of Proceeds of Criminal Activity and on the Prevention of Financing of Terrorism and on Amendments and Supplements to Certain Acts, as amended – an Act regulating the rights and obligations of legal and natural persons in the prevention and detection of criminal activity and the financing of terrorism (hereinafter referred to as the "Act on the Prevention of Legalisation of Proceeds").

1.20. Legalisation of proceeds, within the meaning of the Act on the Prevention of Legalisation of Proceeds, means intentional conduct consisting of: (a) converting or transferring property, knowing that such property is derived from criminal activity or from participation in criminal activity, for the purpose of concealing or disguising the illicit origin of the property or of assisting a person who participates in the commission of such criminal activity to avoid the legal consequences of their conduct; (b) concealing or disguising the origin or nature of property, the location or movement of property, ownership rights or other rights in property, knowing that such property is derived from criminal activity or from participation in criminal activity; (c) acquiring, holding, using or enjoying property, knowing that such property is derived from criminal activity or from participation in criminal activity; (d) participating in the conduct referred to in points (a) to (c), including in the form of conspiracy, aiding, incitement and instigation, as well as attempting such conduct.

1.21. Financing of terrorism, within the meaning of the Act on the Prevention of Legalisation of Proceeds, means the provision or collection of funds or property with the intention of using them, or knowing that they are to be used, in whole or in part, for: (a) the commission of the criminal offence of establishing, conspiring to establish or supporting a terrorist group, or the criminal offence of terrorism and certain forms of participation in terrorism; (b) financing the daily needs of a person in respect of whom it may be presumed that they intend to commit or have committed the criminal offence of terrorism and certain forms of participation in terrorism; (c) the commission of the criminal offence of theft, the criminal offence of extortion or the criminal offence of forging and altering a public document, an official seal, an official closure, an official emblem or an official mark, or inciting, aiding or instigating a person to commit or attempt to commit such a criminal offence for the purpose of committing the criminal offence of establishing, conspiring to establish or supporting a terrorist group, or the criminal offence of terrorism and certain forms of participation in terrorism; or (d) the commission of acts referred to in international treaties which have been ratified and promulgated in the manner prescribed by law and by which the Slovak Republic is bound.

1.22. An unusual business operation, within the meaning of the Act on the Prevention of Legalisation of Proceeds, means a legal act or other act indicating that its performance may result in legalisation of proceeds or the financing of terrorism. A more detailed specification is provided for in Section 4 (2) of the Act on the Prevention of Legalisation of Proceeds.

1.23. A politically exposed person, within the meaning of the Act on the Prevention of Legalisation of Proceeds, means a natural person who is or has been entrusted with a prominent public function.

1.24. A beneficial owner, within the meaning of the Act on the Prevention of Legalisation of Proceeds, means any natural person who ultimately owns or controls a legal person, a natural person acting as an entrepreneur or an association of assets, and any natural person on whose behalf or for whose benefit such entities conduct their activity or business. A more detailed specification of a beneficial owner is provided for in Section 6a (1) of the Act on the Prevention of Legalisation of Proceeds.

1.25. An obliged person also includes a legal person authorised to trade in or intermediate transactions involving collectible items, precious metals or precious stones, a legal person authorised to place products made of precious metals or precious stones on the market, where the value of the transaction reaches the statutory threshold of at least EUR 10,000, regardless of whether the transaction is carried out individually or consists of several successive transactions which are or may be linked. An obliged person also includes a person who carries out a cash transaction with a value of at least EUR 10,000, where so provided by the Act on the Prevention of Legalisation of Proceeds. The trader shall be an obliged person where the above conditions are met.

2. Customer Account

2.1. Based on the Customer's registration completed on the website www.nunofi.com, the Customer may access the customer area and their customer account (hereinafter referred to as the "Customer Account"). Access to the Customer Account is secured by a username and password. The Customer's email address serves as the username. The correct entry of the email address is necessary to complete the registration. Creating a Customer Account is free of charge.

2.2. When creating a Customer Account, a consumer shall provide their first name, surname, address, email address and telephone number. A business customer shall provide their business name, Company Registration Number (IČO), Tax Identification Number (DIČ), VAT Identification Number (IČ DPH), registered office address, email address and telephone number.

2.3. After logging into the Customer Account, the Customer may order goods or services. The information stored in the Customer Account may be automatically filled in when creating an order. The Trader recommends that the Customer check this information when placing each order.

2.4. When registering in the customer area and when ordering goods or services, the Customer is obliged to provide all information correctly and truthfully. The Customer is obliged to update the information provided in the Customer Account if it changes. Information provided by the Customer in the Customer Account shall be considered correct by the Trader.

2.5. The Customer is obliged to protect their Customer Account login details, in particular their password, against loss, misuse or disclosure to third parties. The Customer is not entitled to allow a third party to use their Customer Account. The Trader shall not be liable for the consequences of the Customer's breach of this obligation, in particular for the misuse of the Customer Account by a third party where such misuse occurred as a result of the Customer's breach of their obligations.

2.6. The Trader reserves the right to cancel the Customer Account, in particular if the Customer breaches their obligations under these Terms and Conditions or the terms of use of the website, provides false or incomplete information, misuses the Customer Account, interferes with the security of the website, or if the Customer Account has been inactive for a long period. Long-term inactivity shall in particular mean that the Customer has not logged into the Customer Account for at least 3 years.

2.7. The cancellation of the Customer Account shall not affect any rights and obligations arising before its cancellation, in particular rights and obligations arising from concluded contracts, complaints, withdrawal from a contract, the Trader's obligations under accounting, tax and other legal regulations, or the Trader's right to process personal data to the extent necessary to protect legal claims and comply with legal obligations.

2.8. The Trader may provide registered Customers with customer benefits, in particular participation in the Bonus Club, the collection of bonus points, the possibility of exchanging bonus points for a reward, or other benefits determined by the Trader.

2.9. The conditions for earning, using and the validity of bonus points and other customer benefits are published on the Trader's website in the Bonus Club or Registration Benefits section. The Trader is entitled to reasonably amend these conditions, in particular due to changes in its business strategy, the technical capabilities of the online shop, or the availability of rewards.

2.10. Bonus points and other customer benefits do not constitute a legal entitlement, do not constitute a monetary payment, cannot be exchanged for money and may not be transferred to another person unless the Trader determines otherwise.

2.11. In the event of misuse of the Customer Account, the bonus system or any other customer benefit, the Trader shall be entitled to refuse to provide the benefit, cancel bonus points and, in serious cases, cancel the Customer Account.

3. Ordering and Conclusion of the Contract

3.1. The online shop contains a list of goods offered by the Trader, including a description of their main characteristics and their prices. The prices of individual goods are stated inclusive of value added tax at the rate applicable to the relevant type of goods under the applicable legislation.

3.2. Before confirming the order, the Customer is obliged to familiarise themselves with all information relating to the order and the goods ordered in the Trader's online shop.

3.3. By submitting an order for goods and ticking the box indicating acceptance of these Terms and Conditions through the online shop, the Customer confirms that they have read these Terms and Conditions and agree to them without reservation.

3.4. The Customer shall order goods by taking the following steps:

3.4.1. the Customer may order goods from the Trader's catalogue of goods through the online shop, where the "Buy" symbol is displayed. The Customer may gradually select several units and different types of goods, which are placed in the "Basket";

3.4.2. the Customer completes the order by clicking on the "Basket" symbol located in the upper-right corner of the website. After opening the basket, the Customer enters the information required to complete the order and selects the delivery and payment methods for the goods;

3.4.3. the Customer confirms the order by clicking on the button marked “Order with obligation to pay” or another clear and corresponding designation indicating that submitting the order entails an obligation to pay the price.

3.5. Before confirming the order, the Customer is obliged to check the order. The order contains information about the Customer, the goods or service ordered, the price, including information about taxes and charges, the method of payment of the purchase price and delivery.

3.6. Once the order has been confirmed by the Customer, it may not be supplemented, changed or otherwise amended. Likewise, several orders may not be combined into one order and one shipment. This shall not affect the statutory rights of the consumer.

3.7. The Trader has the right to reject an order if the information provided is so inaccurate that the order cannot be fulfilled, in particular where proper delivery of the shipment is not possible. Before rejecting the order, the Trader shall attempt to contact the Customer and correct the inaccurate information. A business customer is responsible for the accuracy of their delivery and invoicing details. Such details must correspond to the information stated in the Commercial Register or Trade Register.

3.8. The Customer agrees to the use of means of distance communication when concluding the contract. The Customer shall bear the costs of using means of distance communication in connection with the conclusion of the contract, such as internet connection costs and telephone call charges.

3.9. The contractual relationship between the Trader and the Customer arises upon the Trader’s confirmation of the order. The mutual rights and obligations of the Trader and the Customer are governed by the contract and these Terms and Conditions. The Trader undertakes to deliver the ordered goods to the Customer in the agreed quantity, at the agreed price and in the agreed quality, and the Customer undertakes to accept the ordered goods and pay the purchase price.

3.10. After ordering the goods, the Customer shall receive confirmation of their order by email and, if the Customer has selected payment by bank transfer to the Trader’s bank account, information for payment of the purchase price. The confirmation shall include, in particular, information about the status of the order, the order number, the order date, and the method of payment, the method of delivery, the total amount and the name of the goods. The invoice shall be sent to the Customer electronically by email after the goods have been dispatched.

3.11. If the Customer fails to accept goods that have been duly dispatched more than twice, the Trader shall be entitled, in the case of further orders, to require payment of the purchase price in advance, refuse cash-on-delivery delivery or, in justified cases, reject the order.

3.12. The Trader reserves the right to set maximum quantities of goods that a Customer may order when purchasing through the online shop. The Trader shall publish specific information on limitations on the number of goods available for sale on its website. The purpose of limiting the sale of highly sought-after goods by restricting the quantities sold is to ensure that limited goods are available to the widest possible range of Customers. If the Customer attempts to circumvent the limited quantity of goods in an unfair manner, the Trader may withdraw from the purchase contract or reject the order for such limited goods.

4. Price and Method of Payment

4.1. The current price of the goods is stated on the trader's website and also in the summary of the electronic order (referred to in these Terms and Conditions as the "purchase price"). The purchase price of the goods includes value added tax at the rate applicable to the relevant type of goods under applicable legal regulations.

4.2. The trader reserves the right to update the offer of goods and their prices on an ongoing basis according to its business and operational needs.

4.3. The customer shall choose the method of payment of the purchase price during the order creation process. The customer may pay the purchase price:

4.3.1. by non-cash transfer to the trader's bank account;

4.3.2. cash on delivery, in cash to the carrier upon the carrier's delivery of the ordered goods and invoice to the customer; this method of payment is available up to a purchase price of EUR 400 per order;

4.3.3. in cash upon personal collection of the goods at the collection point, up to the maximum amount permitted by generally binding legal regulations and the trader's internal rules; the trader is entitled to require advance non-cash payment for a particular order.

4.4. If the customer chooses payment by transfer to the trader's bank account or payment by cash on delivery, the order shall be completed after clicking the relevant order confirmation button. A customer who chooses payment by transfer to the trader's bank account shall receive payment details for the purchase price by e-mail. Automatic matching of the payment in the trader's order system takes place on the following working day.

4.5. The trader does not operate a physical retail shop. Personal collection must be preceded by an electronic order placed through the online shop. In the case of personal collection, the processing time of the order may vary and depends in particular on the number of orders and the order in which they are processed on the relevant working day. The order processing time is generally from 1 hour to 72 hours on working days. The customer may collect the ordered goods only after receiving an e-mail from the trader informing the customer that the order has been processed and the goods are ready for personal collection. The ordered goods are reserved for a period of 7 days from the date of delivery of the e-mail confirming that the goods are ready for personal collection; upon the expiry of this period without collection, the trader is entitled to cancel the order and return the goods to sale. In the case of personal collection, the purchase price may be paid in advance by non-cash transfer to the trader's bank account or in cash upon personal collection, unless the trader specifies otherwise for a particular order.

4.6. After dispatching the goods, the trader shall send the customer a tax document – an invoice – together with the ordered goods. The invoice serves as proof of the purchase of goods or services. Pursuant to Section 71(1) (b) of Act No. 222/2004 Coll. on Value Added Tax, the customer hereby consents to the trader issuing an invoice for the delivered goods in electronic form. The customer agrees to the electronic invoice by submitting the order and providing an e-mail address.

4.7. Special provisions concerning the obligations of the trader and the customer under the Act on the Prevention of Money Laundering:

4.7.1. As an obliged entity under the Act on the Prevention of Money Laundering, the trader shall carry out basic customer due diligence as follows:

4.7.1.1. in respect of a transaction the value of which reaches the statutory threshold under the Act on the Prevention of Money Laundering, in particular a transaction involving collectibles, precious metals, precious stones or products made of precious metals or precious stones with a value of at least EUR 10,000, irrespective of whether the transaction is carried out as a single transaction or as several linked transactions that are or may be connected; and in the case of other occasional transactions outside a business relationship in the cases and to the extent provided for by the Act on the Prevention of Money Laundering;

4.7.1.2. where there is suspicion that the customer is preparing or carrying out an unusual business operation, regardless of the value of the goods, pursuant to Section 10(2) of the Act on the Prevention of Money Laundering;

4.7.1.3. where there are doubts about the accuracy or completeness of previously obtained data required to carry out customer due diligence;

4.7.1.4. when entering into a business relationship. For the purposes of these Terms and Conditions, a business relationship within the meaning of the Act on the Prevention of Money Laundering means a commercial, contractual or other similar relationship between the trader and the customer where, in view of all the circumstances, a recurring or continuing relationship is expected, and not each individual order of ordinary value.

4.7.2. If the conditions under the Act on the Prevention of Money Laundering are met, or if required by the trader's risk assessment, the trader is entitled to request from the customer information and documents necessary to carry out customer due diligence, and the customer is obliged to provide such information and documents to the trader for this purpose, in particular:

4.7.2.1. an identity document for the identification of the customer by verifying the identification data in the identity document and verifying the customer's appearance against the image shown in the identity document in the physical presence of the customer, i.e. face-to-face identification, or by means of technical means and procedures. The trader shall verify the identity of a customer who is a natural person and the identity of a natural person acting on behalf of a customer who is a legal entity before entering into the purchase agreement;

4.7.2.2. information as to whether the customer is acting in their own name. If the customer is not acting in their own name, they shall be obliged to submit a binding written declaration containing the name, surname, personal identification number or date of birth of the natural person, or the business name, registered office and company identification number of the legal entity on whose behalf the transaction is being carried out. The trader shall proceed in the same manner if doubts arise as to whether the customer is acting in their own name;

4.7.2.3. information on the beneficial owner, whereby the trader shall verify information relating to the identification of the beneficial owner and shall take measures to establish the ownership and control structure of a customer that is a legal entity or an association of assets, before or during the establishment of the business relationship;

4.7.2.4. information on the purpose and intended nature of the transaction or business relationship and information on the nature of the customer's business, which the trader shall verify and assess;

4.7.2.5. information as to whether the customer, a person acting on behalf of the customer or the beneficial owner is a politically exposed person, a person close to a politically exposed person, a person having a significant business or property relationship with a politically exposed person, or a person subject to international sanctions or restrictive measures;

4.7.2.6. information on the origin of the financial resources.

4.7.3. Verification of the customer's identity means:

4.7.3.1. in the case of a natural person, establishing the person's name, surname, personal identification number or, if no personal identification number has been assigned, date of birth, address of permanent residence or other residence, nationality, and the number and type of identity document. The trader shall verify this information from the identity document and shall also verify the person's appearance against the image in the identity document in the person's physical presence or by using technical means and procedures;

4.7.3.2. in the case of a natural person carrying on a business, also establishing the address of the place of business, the identification number, if assigned, the designation of the official register or other official record in which the entrepreneur is registered, and the registration number in such register or record. The trader shall verify such information on the basis of documents, data or information obtained from the official register or other official record in which the entrepreneur is registered, or from another reliable and independent source;

4.7.3.3. in the case of a legal entity or an association of assets, establishing its name, registered office address, identification number, designation of the official register or other official record in which the legal entity or association of assets is registered, the registration number in such register or record, and the identity of the natural person authorised to act on behalf of the legal entity or association of assets. The trader shall verify this information on the basis of documents, data or information obtained from the official register or other official record in which the legal entity is registered, or from another reliable and independent source, and shall verify the identity of the natural person authorised to act on behalf of the legal entity, as well as that person's authority to act on behalf of the legal entity;

4.7.3.4. in the case of a person represented under a power of attorney, establishing and verifying the identification data of the represented person to the extent applicable depending on whether the person is a natural person, a natural person carrying on a business, or a legal entity, and at the same time establishing and verifying the identification data of the authorised representative in accordance with Clause 4.7.3.1.;

4.7.3.5. in the case of a beneficial owner, establishing the name, surname, personal identification number or, if no personal identification number has been assigned, date of birth, address of permanent residence or other residence, and nationality.

4.7.4. The trader shall verify the validity and completeness of identification data and information during the business relationship as well if changes are identified or if required by the risk assessment. Based on the risk assessment, the trader may also request additional reasonable information, in particular a telephone number, information on employment, employer, business activity, the origin of financial resources or the origin of assets, where such information is necessary to fulfil the obligations under the Act on the Prevention of Money Laundering.

4.7.5. The trader shall carry out ongoing monitoring of the business relationship, including the examination of specific transactions carried out during the business relationship, in order to determine whether the transactions being carried out are consistent with the trader’s knowledge of the customer.

4.7.6. The trader shall assess whether a proposed or carried-out transaction constitutes an unusual business operation. If the trader identifies or suspects that an unusual business operation is involved, the trader shall proceed in accordance with the Act on the Prevention of Money Laundering, in particular by carrying out the necessary internal assessment, preparing a record to the extent required by law, reporting the unusual business operation to the Financial Intelligence Unit, and, in cases provided for by law, postponing its execution. If there is a risk that carrying out the unusual business operation could frustrate or substantially hinder the securing of proceeds of criminal activity or funds intended for the financing of terrorism, or if the Financial Intelligence Unit so requests, the trader shall postpone the unusual business operation for no longer than the period provided for by the Act on the Prevention of Money Laundering.

4.7.7. The trader shall refuse to enter into a business relationship, terminate a business relationship or refuse to carry out a particular transaction if:

4.7.7.1. the trader is unable to carry out the basic customer due diligence specified in Clause 4.7.1.;

4.7.7.2. the customer refuses to demonstrate on whose behalf they are acting.

In such a case, the trader shall also assess whether the proposed or carried-out transaction constitutes an unusual business operation and, if required by the Act on the Prevention of Money Laundering, shall prepare a written record of such assessment or submit a report to the Financial Intelligence Unit.

4.7.8. If, on the basis of a risk assessment, the trader determines that a particular customer, a particular type of transaction or a particular transaction presents a higher risk of money laundering or terrorist financing, the trader shall, in addition to basic customer due diligence, carry out further due diligence measures specified in Section 12 of the Act on the Prevention of Money Laundering.

4.7.9. The trader is entitled, without the customer’s consent, to collect, obtain, record, retain and use the customer’s personal data to the extent provided for in Section 10 (1), Section 11

(3), and Section 12 (1) and (2) of the Act on the Prevention of Money Laundering for the purpose of carrying out customer due diligence and for the purposes of identifying unusual business operations pursuant to Section 14 of the Act on the Prevention of Money Laundering. The trader is also entitled to obtain personal data necessary for achieving the purpose of processing by copying, scanning or otherwise recording official documents onto an information storage medium and to process personal identification numbers and other data and documents without the customer's consent. The trader shall retain the customer's personal data for a period of 5 years from the termination of the contractual relationship with the customer or from the performance of an occasional transaction with the customer outside a business relationship pursuant to Section 19 of the Act on the Prevention of Money Laundering, unless the Act on the Prevention of Money Laundering, a decision of the competent authority or a special legal regulation provides for a longer retention period.

4.7.10. In transactions where required by legal regulations, the trader's internal rules or a risk assessment under the Act on the Prevention of Money Laundering, the trader is entitled to require non-cash payment of the purchase price, refuse cash payment, request additional information or documents, and suspend the processing of an order until the trader's statutory obligations have been fulfilled. If the customer fails to provide the requested information or documents, or if the trader is unable to fulfil its obligations under the Act on the Prevention of Money Laundering, the trader is entitled to refuse or cancel the order, withdraw from the agreement or refuse to carry out the transaction to the extent permitted by applicable legal regulations.

5. Delivery of Goods

5.1. The method of delivery shall be chosen by the customer in the order, unless otherwise specified for the particular goods. The delivery period shall commence upon confirmation of the order by the trader if the customer has chosen cash on delivery or cash payment upon personal collection, or upon crediting the purchase price to the trader's account if the customer has chosen advance payment by non-cash bank transfer. Delivery of the goods means the delivery of the goods to the customer in accordance with the agreement.

5.2. The customer shall acquire ownership of the goods upon payment of the full purchase price for the ordered goods (including the costs of packaging and delivery). The risk of accidental destruction, damage or loss of the goods shall pass to the customer upon receipt of the goods, or at the time when the customer was obliged to accept the goods but, contrary to the agreement, failed to do so.

5.3. The costs of delivery of the goods are determined separately on the basis of the prices charged by delivery companies and are stated in the “Delivery” section and when selecting the delivery options for the goods.

5.4. If the customer chooses personal collection of the goods at the trader's collection points as the method of delivery, no delivery costs shall be charged.

5.5. If, for reasons attributable to the customer, the goods need to be delivered repeatedly or by a method other than that specified in the order, the customer shall be obliged to pay the costs associated with repeated delivery of the goods or the costs associated with the alternative method of delivery.

5.6. The trader is entitled to refuse to deliver goods to the customer by cash on delivery if the customer has repeatedly, i.e. at least twice, failed to collect goods previously sent to them by cash on delivery. The trader shall offer the customer an alternative method of payment of the purchase price.

5.7. If a shipment, the dispatch of which was notified to the customer by the trader, is not delivered to the customer, or if the shipment is damaged, the customer shall inform the trader of this fact without undue delay by telephone or e-mail using the trader's contact details stated above.

5.8. Upon receipt of the goods from the carrier, the customer shall check the integrity of the packaging and shall immediately report any defects to the carrier. If damage to the packaging indicating unauthorised opening of the shipment or damage to the goods is discovered, the customer is not obliged to accept the shipment from the carrier. By signing the delivery note, the customer confirms that the shipment of goods is complete and free from external damage. Any subsequent claim concerning the incompleteness of the shipment or external damage to it shall not deprive the customer of the right to notify the trader of a defect.

5.9. The customer shall unpack, thoroughly inspect and check the goods immediately upon receipt. The customer shall notify the trader of any apparent defects in the goods without undue delay after the customer could have discovered them through timely inspection and reasonable care. Damage to the goods occurring during transport may be claimed with the carrier within 48 hours from receipt of the shipment. This shall not affect the consumer's statutory rights arising from liability for defects or the right to notify the trader of a defect within the statutory period.

5.10. An apparent defect in the goods means, in particular, mechanical damage, breakage, soiling, missing or visibly damaged parts, an obviously defective workmanship or similar defects. An apparent defect also includes the delivery of a different type of goods, including goods of a different colour, a different quantity of goods, or the failure to deliver the complete goods. An apparent defect cannot be excluded merely because the transport packaging is undamaged.

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6. Withdrawal from the Agreement

6.1. In accordance with Section 20 of the Consumer Protection Act, a consumer has the right to withdraw from a distance contract without giving any reason within 14 days from the date on which the consumer receives the goods, unless the agreement is one from which withdrawal is excluded under Section 19 of the Consumer Protection Act. The notice of withdrawal must be sent to the trader within the period specified in the preceding sentence.

6.2. The consumer shall not have the right to withdraw from the agreement, in particular in the cases specified in Section 19 of the Consumer Protection Act, especially where the subject matter of the agreement is:

6.2.1. the delivery or provision of goods whose price depends on fluctuations in the financial market which the trader cannot control and which may occur during the withdrawal period.

This usually, but not exclusively, applies to the purchase of investment products, from the agreement for which the customer cannot withdraw;

6.2.2. the delivery of goods made to the customer's specifications or clearly personalised goods.

6.3. The consumer may use the withdrawal form published on the trader's website in the "Forms" section, or may complete and send the form by post or e-mail to the trader's address. However, use of the form is not mandatory. The trader shall confirm receipt of the notice of withdrawal. Upon withdrawal from the agreement, the agreement shall be terminated.

6.4. The consumer shall, within 14 days from the date of withdrawal from the agreement, send the goods back or hand the goods over to the trader. The trader shall, within 14 days from the date of receipt of the notice of withdrawal, reimburse the consumer all payments received, including the costs of the cheapest available method of transport, delivery and other costs and charges. The trader shall reimburse the consumer using the same method of payment used by the consumer, unless the consumer agrees with the trader on a different method of reimbursement and the consumer does not incur any additional fees as a result. If the consumer provides a bank account number in the withdrawal form and requests that the payment be refunded to that account, the trader is entitled to refund the payment to the account specified in this manner. The trader shall not be obliged to reimburse the consumer before the goods have been delivered back to the trader or before the consumer provides proof that the goods have been sent back to the trader. The costs of returning the goods to the trader shall be borne by the consumer.

6.5. The trader is entitled to withdraw from the agreement without undue delay if it determines that the customer has materially breached the agreement. The following shall constitute a material breach of the agreement:

6.5.1. the customer's delay in paying the purchase price for more than 15 days after the due date;

6.5.2. the order was created or confirmed due to an obvious system failure of computer software, human error or a mistake resulting in an obviously incorrect selling price being entered into the online shop;

6.5.3. the customer fails to collect properly paid-for goods from the trader within the specified period;

6.5.4. a breach of the customer's obligations contained in these Terms and Conditions.

6.6. Withdrawal from the agreement by a business customer shall be governed by the applicable statutory conditions under the Commercial Code.

7. Liability for Defects and Complaints Procedure

7.1. The Merchant shall be liable for defects in the delivered goods which existed at the time of delivery or which become apparent during the statutory period of liability for defects under the applicable legal regulations.

7.2. The goods shall be deemed defective if they do not comply with the agreed requirements under the concluded contract or with the general requirements under the applicable legal regulations, in particular if they do not possess the characteristics agreed between the contracting parties, are not suitable for the purpose for which goods of that type are normally used, do not correspond to the quality of workmanship usual for the relevant type of goods, or are not supplied with the accessories or instructions that may reasonably be expected.

7.3. In consumer contracts, the period of liability for defects shall be 24 months from the delivery of the goods to the consumer, unless a specific legal regulation provides for a different period.

7.4. In the case of used goods, the contracting parties may agree on a shorter period of liability for defects, but not less than 12 months from the delivery of the goods.

7.5. Where the Customer is an Entrepreneur, the rights and obligations arising from liability for defects shall be governed by the relevant provisions of the Commercial Code.

7.6. The Customer shall be entitled to notify a defect (make a complaint) without undue delay after discovering the defect, but no later than during the period of liability for defects under the applicable legal regulations. A defect may be notified by the Customer in writing, by email, in person, or by means of the complaint form published on the Merchant's website in the Forms section. The use of the complaint form shall not be mandatory.

7.7. The notification of a defect (complaint) shall contain in particular:

7.7.1. the Customer's identification details,

7.7.2. the order number or proof of purchase,

7.7.3. identification of the goods subject to the complaint,

7.7.4. a description of the defect,

7.7.5. the manner in which the defect manifests itself.

7.8. The Merchant recommends that the Customer attach proof of purchase or an invoice, where possible. Failure to attach proof of purchase shall not in itself constitute grounds for rejecting the complaint if the Customer can credibly demonstrate that the goods were purchased from the Merchant.

7.9. If the submission is illegible, unclear, and incomprehensible, does not contain the required documents, etc., the Merchant shall attempt to contact the Customer in order to complete the submission.

7.10. The Merchant shall provide the Customer with written confirmation of the notification of the defect without delay after the complaint has been made. In addition to the Merchant's and Customer's contact details, the confirmation shall state the description of the defect and the date on which the complaint was made.

7.11. If the Merchant is liable for a defect in the goods, the Customer shall have the right to have the defect remedied by repair or replacement of the goods. The Customer may choose between repair and replacement, provided that the chosen method of remedy is not impossible or would not impose disproportionate costs on the Merchant in view of the value of the goods and the significance of the defect. The Merchant may refuse to remedy the defect if neither repair nor replacement is possible or if either would require disproportionate costs. The costs associated with collecting the complained goods, repairing them or replacing them shall be borne by the Merchant if the Merchant is liable for the notified defect.

7.12. The Customer shall be entitled to an appropriate reduction in the purchase price or to withdraw from the contract without granting an additional reasonable period if:

7.12.1. the Merchant has not remedied the defect,

7.12.2. the Merchant has refused to remedy the defect,

7.12.3. the goods have the same defect despite repair or replacement,

7.12.4. the defect is of such a serious nature that it justifies an immediate price reduction or withdrawal from the contract,

7.12.5. the Merchant has declared, or it is apparent from the circumstances, that the Merchant will not remedy the defect within a reasonable period or without causing serious inconvenience to the Customer.

7.13. The Customer may not withdraw from the contract under the preceding clause if the Customer contributed to the occurrence of the defect or if the defect is negligible.

7.14. The Merchant shall handle the complaint within a reasonable period, no later than 30 days from the date on which the complaint is made, unless otherwise agreed with the Customer. If the Merchant does not handle the complaint within the period specified in the preceding clause, the Customer shall have the right to withdraw from the contract or request an appropriate reduction in the purchase price. The Customer shall be informed of the handling of the complaint in writing or by email.

7.15. A complaint shall be deemed to have been handled by:

7.15.1. handing over or sending the original goods to the Customer, or sending information that the goods are ready for collection, if the complaint was unjustified,

7.15.2. handing over or sending new or repaired goods to the Customer, or sending information that the goods are ready for collection,

7.15.3. sending financial funds corresponding to a reduction in the price of the goods,

7.15.4. refunding the full purchase price to the Customer.

7.16. Following the handling of a justified complaint, the period of liability for defects shall be extended by the duration of the complaint procedure. In the case of an unjustified complaint, the period of liability for defects shall not be extended. If the complaint has been resolved by replacement, a new period of liability for defects shall apply to the new goods. If the Merchant is liable for a defect that has been remedied by repair, the period of liability for defects shall be extended by 12 months from the date on which the repaired item is handed over to the Consumer. The period of liability for defects may be extended in this manner only once.

7.17. The Merchant shall not be liable for defects:

7.17.1. notified to the Merchant after the expiry of the period of liability for defects,

7.17.2. caused by mechanical damage after the goods have been taken over,

7.17.3. caused by improper use of the goods,

7.17.4. caused by use contrary to the instructions for use,

7.17.5. caused by normal wear and tear,

7.17.6. caused by unprofessional intervention or modification of the goods,

7.17.7. caused by external circumstances beyond the Merchant's control (for example, exposure to chemicals, high humidity, prolonged exposure to low or high temperatures, etc.),

7.17.8. in the case of coins, stains on the surface of coins caused by particles of other metals, which are a natural part of the production of coins made of precious as well as ordinary metals, shall not be considered a defect. The Merchant shall not replace coins with such stains. In the case of ordinary-metal coins with a so-called open issue, such as circulation coins and commemorative coins intended for circulation (typically commemorative €2 coins and other commemorative world coins), damage (e.g. minor scratches, knocks, damaged edges, etc.) caused by automated minting and simplified handling and finishing consistent with the non-numismatic nature of open issues shall not be considered defects.

7.18. The Customer shall provide the Merchant with the necessary cooperation to verify the existence of the complained defect and to remedy it. The Customer shall collect the goods after the repair has been completed no later than one month after being notified that the repair has been completed.

7.19. The Customer shall provide the Merchant with the necessary cooperation and shall notify the Merchant without undue delay of any apparent defects in the goods discovered after taking delivery and unpacking the goods, where such defects arose as a result of damage to the goods during transport, so that the Merchant may submit a claim to the carrier for transport damage within 48 hours of taking delivery of the consignment. Failure by the Customer to provide reasonable cooperation may make it more difficult to establish the circumstances in which the defect or transport damage occurred; however, this shall not affect the Consumer's statutory rights arising from liability for defects.

8. Protection of Personal Data

8.1. The Merchant processes Customers' personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data, Act No. 18/2018 Coll. on the Protection of Personal Data, and other generally binding legal regulations.

8.2. The Merchant processes Customers' personal data primarily for the purposes of concluding and performing the contract, managing Customer accounts, handling notifications of defects, fulfilling legal obligations, and protecting the Merchant's rights and legally protected interests.

8.3. Detailed information on the processing of personal data, the rights of data subjects, and the conditions for the protection of personal data is published in a separate document – Personal Data Processing Policy.

9. Delivery of Communications

9.1. The Merchant shall be entitled to deliver documents to the Customer by email, post, personal delivery, or by any other appropriate means.

9.2. The Customer agrees that the Merchant may deliver documents, confirmations, invoices, requests, notices, and other communications electronically to the email address provided by the Customer.

9.3. Electronic communication shall be deemed delivered at the moment it is demonstrably sent to the Customer's last known email address, unless it is returned to the Merchant as undeliverable; this shall not affect mandatory provisions of consumer protection legislation.

9.4. Documents delivered by post shall be deemed delivered on the date of their receipt, on the date on which receipt is refused, or on the date on which the consignment is returned to the Merchant as uncollected. This shall not affect mandatory provisions of consumer protection legislation.

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10. Customer Reviews and Satisfaction Surveys

10.1. A review of a product or service may be submitted only by a Customer who has purchased the relevant product. The Merchant reserves the right to delete a review if it is contrary to the law, these Terms and Conditions, the principles of fair dealing or good morals, or if it contains insulting statements, etc.

10.2. A satisfaction survey may be conducted through a third party, in particular Heureka Shopping s.r.o., as part of the **Verified by Customers** programme, provided that the conditions under the applicable legal regulations and the Merchant's Personal Data Processing Policy are met. Details concerning the processing of personal data in connection with the satisfaction survey are set out in the Personal Data Processing Policy.

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11. Supervision of the Merchant, Out-of-Court Dispute Resolution and Complaints

11.1. Compliance with consumer protection legislation is supervised by the **Slovak Trade Inspection**, website: www.soi.sk.

11.2. The Consumer shall have the right to contact the Merchant with a request for remedy if a dispute arises between the Consumer and the Merchant concerning the exercise of rights arising from liability for defects, from a purchase contract, or any other dispute related to the purchase of goods or the provision of the Merchant's services, and the Consumer is not satisfied with the manner in which the Merchant has handled the Consumer's notification of a defect, request, or other complaint.

11.3. If the Merchant rejects the Consumer's request referred to in the preceding clause or fails to respond to it within 30 days from the date on which it was sent, the Consumer shall have the right to submit a proposal to initiate alternative dispute resolution to an alternative dispute resolution entity pursuant to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes, as amended.

11.4. An alternative dispute resolution entity shall include, in particular, the Slovak Trade Inspection or another authorised entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic.

11.5. The list of entities for alternative resolution of consumer disputes is available on the website of the Ministry of Economy of the Slovak Republic. The Consumer may choose the relevant alternative dispute resolution entity pursuant to Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes.

11.6. Alternative dispute resolution shall apply only to disputes between a Consumer and a Merchant arising from or related to a consumer contract.

11.7. Supervision in the area of personal data protection is carried out by the Office for Personal Data Protection of the Slovak Republic: https://dataprotection.gov.sk/.

11.8. The Merchant is not bound by any code of conduct in relation to the Customer.

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12. Final Provisions

12.1. These Terms and Conditions shall enter into force on 19 June 2026. They are available in electronic form on the Merchant's websites and in hard copy at the Merchant's correspondence address. The Merchant shall be entitled to amend or supplement these Terms and Conditions.

12.2. If the relationship established by the contract contains an international (foreign) element, the contracting parties agree that the purchase contract concluded between them shall be governed by the applicable laws of the Slovak Republic, in particular the Civil Code and, where applicable, the Consumer Protection Act. This shall not exclude the consumer protection afforded to the Consumer under the law of the country in which the Consumer has their habitual residence.

12.3. If any provision of these Terms and Conditions is invalid or ineffective, or becomes invalid or ineffective, it shall be replaced by a provision whose meaning most closely corresponds to that of the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the remaining provisions. Amendments and supplements to the contract or these Terms and Conditions must be made in writing.

12.4. These Terms and Conditions are drawn up in the Slovak language. The Terms and Conditions constitute an annex to the contract, form an integral part thereof, and determine part of the content of the contract, unless the contracting parties have agreed otherwise.

12.5. By submitting an order and ticking the relevant checkbox, the Customer confirms that they had the opportunity to familiarise themselves with the Terms and Conditions, that their wording was made available to them before submitting the order, and that they agree that, to the extent permitted by applicable law, the Terms and Conditions shall form part of the contract.

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for Nunofia s.r.o.

Ing. Vladislav Klajban, Managing Director