

1. GENERAL TERMS AND CONDITIONS

These general terms and conditions govern the rights and obligations of parties resulting from a purchase contract concluded between:

Seller:

AQUASEED, s.r.o.,
Medzevska 8,
040 11 Košice - Pereš,
Slovakia

Sales location:

AQUASEED, s.r.o. / ZESTINO EUROPE s.r.o.,
Priemyselná 3,
040 01 Košice,
Slovakia

Company ID: 31709508

VAT ID: SK2020488437

Account number: IBAN: SK90 0200 0000 0026 6421 5556, BIC / SWIFT: SUBASKBX
entered in the business register of the District Court Košice I, Insert number 6354/V

Contact details:

tel: + 421 903 608 748

e-mail: info@zestinoeurope.eu

(hereinafter referred to as the "Seller" or "Company" or "us")

and

Buyer, is the subject who is buying goods on the seller's website.

(hereinafter referred to as the "Buyer" or "Customer" or "you")

Address for Claims, Withdrawals and Complaints:

AQUASEED, s.r.o., Priemyselná 3, 040 01 Košice, Slovakia

Supervisory authority:

SOI – Statna obchodna inspekcia

The Supervision and Legal Department

Vratna 3, P. O. BOX A-35, 040 65 Košice 1, Slovakia

tel. no. +421 55 622 07 81, fax no. +421 55 622 45 47

e-mail: ke@soi.sk

2. SUBJECT OF THE CONTRACT

Subject of the contract are only the items expressly stated in the purchase contract - the order. The goods, sizes, quantities and prices and other data contained on the seller's website, catalogues, prospectuses, and other printed matter are binding data. The goods = tyres are always sold by the seller in pairs (2 pcs, 4 pcs, 6 pcs, 8 pcs, etc.).

Seller commits to deliver to the buyer:

- goods without defects and in accordance with the specification or characteristics,
- goods complying with the standards and regulations valid in the European Union.

The Buyer by sending an order to the Seller, acknowledges that this is a binding order. And he agrees to these General Terms and Conditions which will apply for the whole purchase process and eventual withdrawal – return / refund process.

3. ONLINE ORDERS

3.1. You should be over the age of 18 and able to form legally binding contracts under applicable law before you can place an order via the Website. If you do not meet the foregoing requirements, you should ask an older person to order the tyres or may not use this Website.

3.2. All Website Orders placed by you through this Website will be subject to these Conditions.

3.3. All Website Orders shall be deemed to be an offer by you to purchase the Goods. The Company is under no obligation to accept your Website Order (whether or not the Website Order has been acknowledged).

3.4. You shall be responsible to the Company for ensuring the accuracy of the terms of the Website Order submitted by you, and for giving the Company any necessary information relating to the Goods within a sufficient time to enable the Company to perform the Contract in accordance with its terms and the Company shall incur no liability as a result of any inaccurate information supplied by you.

4. ORDER ACCEPTANCE

4.1 Our order process allows you to check and amend any errors before submitting your order to us. Please take the time to read and check your order at each page of the order process.

4.2 Any order placed by you for goods advertised on our Website is an offer by you to purchase the goods selected in your order. No contract exists between you and us for the sale of any goods until we have received your order and accepted it (which we may do at our discretion)

4.3 We will send you an order acknowledgement shortly after you place your order, notifying you that we have received your order. This acknowledgement is not notification that we have accepted your order

4.4 If we accept your order, we will notify you by email that we have accepted it prior to dispatch of the goods. The Contract between us will only be formed when we send you the Confirmation. If we cannot accept your order (for example (but without limitation) because the goods are found to be unavailable) we will notify you by telephone or email.

4.5 In the event that, after we accept your order, we discover that the goods ordered are unavailable or that there was a pricing error, incorrect description or incorrect image on our Website in respect of the goods ordered, we reserve the right not to supply the goods ordered and to offer you a refund or alternative product.

4.6 If there are any problems with your Website Order, you will be contacted by a member of the customer services team.

5. SPECIFICATIONS

5.1 The Company has made every reasonable effort to display all information on the Website as accurately as possible. However, some slight variations may occur from time to time. Accordingly, any typographical, clerical or other error or omission in any information, price list, website text, pictures, images, confirmation, invoice or other document issued by the Company shall be subject to correction at any time without any liability to the Company.

5.2 For the purpose of the Contract, the quantity, quality, description and specification of the Goods shall be substantially as detailed in the Confirmation.

5.3 The Company reserves the right to alter the Goods or any relative specifications (whether such specifications have been submitted by you in the Website Order or otherwise) and designs at any time, without notice, as a result of changes in law or at the sole discretion of the Company.

6. PRICE AND PAYMENT

6.1 The price for the Goods that you order will be the price quoted on the Website at the date the Website Order is received by the Company. Prices are subject to change at any time, of the Company's sole discretion, upon the posting of such prices on the Website. Prices include VAT and any other applicable taxes (which will be charged at the current rate as shown on the Website). Prices include delivery, unless otherwise stated on the Website.

6.2 Payments must be made by credit card, debit card (please see the relevant part of the Website for a list of those payment cards accepted and method of payment) or PayPal (additional terms and conditions for payments made by PayPal can be found at www.paypal.com). By submitting a credit or debit card number or PayPal account details, you: (a) represent and warrant that your use of the particular card and/or PayPal account is authorised and that all information that you submit is true and accurate; and (b) authorise us to charge to the card or the PayPal account you tendered all amounts payable by you to us (including VAT and any other applicable taxes) based on the Goods you order.

6.3 The Company shall not deliver the Goods until it has received confirmation of payment.

6.4 You may be subject to validation checks and/or third party authorisations depending on your method of payment.

7. DELIVERY

7.1 We offer free delivery to all these European countries:

- Austria	2 business days
- Belgium:	3 business days
- Bulgaria:	3 business days
- Croatia:	2 business days
- Czech republic:	2 business days
- Denmark:	3 business days
- Estonia:	3 - 4 business days
- Finland:	4 - 6 business days
- France:	4 business days
- Germany:	2 business days
- Great Britain:	4 business days
- Hungary:	1 business day
- Ireland:	4 business days
- Italy:	3 - 5 business days
- Latvia:	3 - 4 business days
- Lichtenstein:	4 business days
- Lithuania:	3 business days
- Luxemburg:	2 business days
- Netherlands:	3 business days
- Poland:	2 business days
- Portugal:	4 - 5 business days
- Romania:	2 business days
- Slovakia:	1 business day
- Slovenia:	2 business days
- Spain:	4 - 7 business days
- Sweden:	4 - 5 business days

This delivery time in full business days is NOT granted and can be valid only for orders received till 11:00 CET. For orders received after 11:00 CET add one (1) business day. Delivery might also prolong in case of bank (public) holidays in any country on the way.

7.2 For delivery quotes to other European countries please write to us: [info\(at\)zestinoeurope.eu](mailto:info(at)zestinoeurope.eu)

7.3 As soon as we receive your payment and the goods are available, your order will be immediately prepared and shipped.

7.4 If you intently or accidentally (a) provide an incorrect delivery address and/or telephone number, (b) will not pick up the phone to the courier service agent, (c) or do anything else why the goods

would have to be delivered back to sender, you will be charged additional delivery fee. The exact amount of the fee will be later announced.

7.5 If your order will return back to us as not undeliverable, we will try to contact you. But after 14 days of waiting your order will be cancelled without refund.

8. YOUR CONSUMER RIGHT OF RETURN AND REFUND

8.1 If you are a consumer, you have a legal right to cancel the Contract during the period set out below in clause 8.2. This means that during the relevant period if you change your mind or decide for any other reason that you do not want to receive or keep the Goods, you can notify us of your decision to cancel the Contract and receive a refund (subject to clause 8.5 below).

8.2 Your legal right to cancel the Contract starts from the date of the Confirmation (the date on which we e-mail you to confirm our acceptance of your order), which is when the Contract between us is formed. Your deadline for cancelling the Contract is the end of 14 days after the day on which you receive delivery of the Goods. For example, if we provide you with the Confirmation on 1 April and you receive the tyres on 4 April you may cancel at any time between the 1 April and the end of the day on 18 April.

8.3 To cancel the Contract, you need to fill out the "Contract withdrawal form" available for download here: https://zestinoeurope.eu/Docs/ENGLISH_Contract_Withdrawal_Form.pdf and send it to us to info@zestinoeurope.eu. Please include there details of your order e.g. invoice number to help us to identify it. Your cancellation is effective from the date you send the e-mail to us.

8.4 If you cancel your Contract before the goods leave our warehouse, we will refund the full price you have paid.

8.5 If you cancel your Contract after the goods left our warehouse, we will refund you the price you paid. But unless the Goods are faulty or not as described, you will be responsible for the cost of returning the Goods to us. However, please note we are permitted by law to reduce your refund to reflect any reduction in the value of the Goods.

8.6 You have 14 days to send the Goods back to us.

8.6 We send out refunds max. till 14 days after we receive the cancelation from you.

8.7 Refunds are made in the same form of payment originally used for purchase. When a refund is made to a credit or debit card it may not show up in your account straight away as the clearing banks take time to process the refund. Typically this can take up to 7 working days, but varies depending on your own bank. If you would like further clarification on the timescales involved, please contact your card issuer.

9. CANCELLATION BY US

9.1 We reserve the right to cancel any Website Order (or any part of the Website Order) if for any reason:

9.1.1 The Goods ordered by you are no longer available; or

9.1.2 The Goods are withdrawn by the manufacturer or by the Company or by order of any governmental authority, in which event we will notify you by email and refund any payments you have made for that Website Order or that part of the Website Order.

9.2 We will not be obliged to offer any additional compensation for disappointment suffered if your Website Order is cancelled for any reason.

9.3 We may terminate or suspend your use of the Website at any time, with or without cause (including but not limited to your breach of these Website Conditions or any inappropriate or unlawful behaviour on your part), with or without prior notice to you and without any liability or further obligation of any kind whatsoever to you or any other party. You are personally liable for any Website Orders that you place and charges that you incur prior to termination.

9.4 We reserve the right to modify, suspend or discontinue this Website, the Service or any Goods (or any part thereof) at any time with or without notice to you. We shall not be liable to you or any third party for any such modification, suspension or discontinuation.

9.5 You agree to indemnify and hold harmless the Company and its affiliates, officers, directors, employees and representatives from any and all third party claims and demands, including reasonable legal fees, for damages and/or costs due to or arising out of your breach of these Website Conditions and/or your use of the Website, the Service or any Goods.

10. LIMITED EXPRESS WARRANTY FOR DEFECTIVE GOODS

10.1 All Goods supplied by the Company will be substantially free from material defects and be of good quality, subject to the terms set out in this clause 10.

10.2 If you believe that the Goods are materially defective or incorrect on delivery, we shall have no liability to you unless you notify the Company of the problem (by email at customerservices@tyreshopper.co.uk), within 48 hours from the date of delivery.

10.3 If you notify an alleged problem to us we will:

10.3.1 investigate any allegation;

10.3.2 make good any actual shortage or non-delivery; or

10.3.3 replace any Goods which are materially defective on delivery; or

10.3.4 where Goods cannot be made good or replaced, refund you the amount paid by you for the Goods in question.

The remedies set forth in this clause 10.3 constitute your sole and exclusive remedies, and our sole and exclusive obligations, with respect to any breach of the warranty set forth in clause 10.1. For the

avoidance of doubt, we shall have no such obligation to you if any of the conditions set out at clauses 11.2 or 11.3 apply.

10.4 EXCEPT AS EXPRESSLY PROVIDED IN CLAUSE 10.1, THIS WEBSITE, THE SERVICE, AND THE GOODS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE EXPRESS WARRANTIES STATED ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THIS WEBSITE WILL BE UNINTERRUPTED OR SECURE, OR THAT THIS WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE TIMELINESS, ACCURACY, COMPLETENESS OR RELIABILITY OF THIS WEBSITE OR THE SERVICE.

11 OUR LIABILITY

11.1 SAVE AS PRECLUDED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS, DAMAGE OR EXPENSES (INCLUDING WITHOUT LIMITATION ANY LOSS OF MATERIALS OR DATA, INTERRUPTION OF SERVICE OR WASTED EXPENDITURE) HOWSOEVER ARISING OUT OF YOUR USE OF THIS WEBSITE, THE ONLINE SERVICE, THE FITTED SERVICE, AND/OR THE GOODS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WE SHALL HAVE NO LIABILITY TO PAY ANY MONEY TO YOU BY WAY OF COMPENSATION OTHER THAN TO REFUND TO YOU THE AMOUNT PAID FOR THE GOODS IN QUESTION. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THEORY UNDER WHICH SUCH CAUSE OF ACTION IS BROUGHT, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

11.2 The information contained in the Website has not been written to meet your individual requirements and it is your sole responsibility to satisfy yourself that the Goods you order are suitable for your specific purposes. You shall be responsible for ensuring the accuracy of all details provided as part of your Website Order.

11.3 The Company shall be under no liability in respect of any defect in the Goods arising from your use of the Goods, incompatibility of your vehicle or any misuse or alteration of the Goods.

11.4 Notwithstanding the above, nothing in these Website Conditions shall limit any rights you might have as a consumer or other statutory rights that may not be excluded by law, nor exclude or limit our liability to you for any death or personal injury resulting from our negligence.

12. USE OF THE WORKS AND OTHER RIGHTS AND RESTRICTIONS

12.1 Except as provided in the immediately following sentence, the Company (or, in the case of third party materials, that third party) retains all rights, title and interest in and to the Website, including all software, design, text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material and other copyrightable or otherwise legally protectable elements contained therein, and the selection, sequence, "look and feel" and arrangements thereof. This Website is protected by

intellectual property laws and your use is strictly restricted to these Website Conditions, including the following:

12.1.1 You may only use this Website for your own personal use and not for any business-related purposes;

12.1.2 You may not and may not allow others to modify, decompile, reverse engineer, decrypt, circumvent or otherwise interfere with or alter the Website.

12.2 The trademarks, service marks, graphics and logos used in connection with this Website are trademarks or registered trademarks of the Company or third party owners. You are granted no right or licence with respect to any such trademarks or service marks and any unauthorised use is strictly prohibited.

12.3 All rights not expressly granted herein are reserved.

13. ACCEPTABLE USE

13.1 You shall not breach or attempt to breach the security of this Website. Without limiting the foregoing, you shall not: (a) access data or materials not intended for you; (b) log into a server or account which you are not authorised to access; or (c) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorisation. Breaches of system or network security may result in civil or criminal liability. We reserve the right to investigate occurrences which may involve such breaches and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such breaches. Use of spiders, robots and similar data gathering and extraction tools is expressly prohibited.

13.2 You agree not to use this Website in any way that may cause the Website or access to the Website to be interrupted, damaged or impaired.

13.3 The Website may host reviews and feedback from users. Any electronic communications and / or content you send to this Website must be for lawful purposes only. You are responsible for such content, which should not be malicious, defamatory, obscene, racist or designed to offend or to cause annoyance. In particular, such communications and content must not be illegal, abusive, threatening, indecent, defamatory or menacing. It must not breach copyright, trade mark, confidence or privacy rights, and must not consist of or include software viruses, political announcements, commercial solicitation or advertising, chain letters, mass mailings or "spam".

13.4 When dealing with this Website you must not use a false email address, impersonate any other person or entity, or mislead the Website and its users as to the origin of any electronic communications or content.

13.5 Unauthorised use of this Website may give rise to a claim for damages and / or be a criminal offence.

14. YOUR INFORMATION

14.1 You agree to provide current, complete and accurate information as may be required in the course of using this website or the Service. If any information you provide is false, incomplete or inaccurate, we may terminate your rights to use this Website. If the information you provide is fraudulent, you may also be subject to criminal and/or civil liability. To find out more about how we use your personal data please visit our Privacy Policy page.

14.2 You will be responsible for installing adequate anti-virus software and related security protection to secure your computer systems when using the Website. We will not be responsible for any loss suffered as a result of your failure to do so.

15. DISCLAIMER OF LIABILITY FOR THIRD PARTY MATERIALS

Certain content, products and services available via this Website may include materials from third parties. In addition, we may provide links to certain third party websites. With respect to such material, we are a distributor, not a publisher. You acknowledge and agree that we have little or no control over, and are not responsible for examining or evaluating the content or accuracy of any such third party material or websites. The Company does not warrant or endorse and does not assume and will not have any liability or responsibility for any third party materials or websites, or for any other materials, products or services of third parties. Links to other websites are provided solely as a convenience to you.

16. NOTICES AND CORRESPONDENCE

Unless otherwise expressly stated in these Website Conditions, all notices and other forms of communication from you to us must be in writing and sent to our e-mail address [info\(at\)zestinoeurope.eu](mailto:info@zestinoeurope.eu)

17. EVENTS BEYOND OUR CONTROL

We shall/have no liability to you for any failure to deliver the Goods you have ordered or any delay in doing so or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion, acts of terrorism or accident.

18. INVALIDITY

18.1 If any of these Website Conditions are found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other conditions which shall remain in full force and effect.

18.2 If any of these Website Conditions are found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make valid and enforceable.

19. PRIVACY

You acknowledge and agree to be bound by the terms of our privacy policy.

20. ENTIRE AGREEMENT

These Website Conditions, together with our current Website prices, delivery details, contact details and privacy policy, set out the whole of our agreement relating to your access to and use of this Website and the supply of the Goods to you by us. Nothing said by any sales person on our behalf should be understood as a variation of these conditions or as an authorised representation about the nature or quality of any goods offered for sale by us. Save for fraud or fraudulent misrepresentation we shall have no liability for any such representation being untrue or misleading.

21. GOVERNING LAW AND JURISDICTION

21.1 The Contract between us and any matter arising from or in connection with these conditions shall be governed by and construed in accordance with Slovak law and the Slovak business inspection (SOI) or Slovak courts respectively shall have jurisdiction to resolve any disputes between us.

21.2 Any claim or cause of action against the Company arising out of or related to use of this Website, the Service, or the Goods or otherwise under these Website Conditions must be filed within one (1) year after such claim or cause of action arose.

22. ELECTRONIC DELIVERY POLICY

You agree that we may provide to you required notices, agreements and other information electronically as specified in these Website Conditions. If you want to withdraw your consent to receive notices electronically, you must discontinue your use of this Website.

23. TERMS (INTERPRETATION)

In these Website Conditions, except where the context otherwise requires:

"Contract" means the contract for the purchase and sale of the Goods subject to the Website Conditions as constituted and evidenced by the Website Order and the Confirmation;

"Goods" means the tyres sold by the Company to you via the Website;

"Service" means the service provided by the Company for the sale of tyres to you using the Website and the provision of fitting services in respect of those tyres to your vehicle or vehicles;

"Website" means the Website published by the Company on the Internet with the <https://www.zestinoeurope.eu>;

"Confirmation" means written email confirmation to you from us of our acceptance of the relevant Website Order;

"Website Order" means an order from you submitted to the Company through the Website by the ordering system set out on the Website.