

General business and claim conditions of e-shop MoringaCaribbean.pt

The operator of internet shop under the domain www.moringacaribbean.pt is:

Business name: Moringa Caribbean s.r.o.
Seat: Marka Aurélia 65/9, 911 01 Trenčín, Slovak republic
Id. No.: 48 028 207
Tax-Id. No.: 2120035214
VAT-Id. No.: SK2120035214
Account number: SK760200000003452245651
Registered in: Business Register of the District Court Trenčín, Section: Sro, Insert No.: 31253/R
Represented by: Ing. Milan Bartos, Individual managing director
JUDr. Jarka Bartos, Individual managing director
The individual managing directors are entitled to act on behalf of the company independently.
E-mail-Address: info@moringacaribbean.eu
Phone number: +421 910 906 361

Supervisory body is:

Slovenská obchodná inšpekcia
Prievozská 32
820 07 Bratislava
Slovak republic

Article I Definitions

Seller The company Moringa Caribbean s.r.o., that acts within the scope of its business objects and on its own by concluding and fulfilling a sales agreement, and that sells Goods through the E-shop

Consumer natural Person, that purchases Goods through internet shop in the Domain www.moringacaribbean.pt and the

	Goods do not serve for performance of business or profession
E-shop	internet shop of Seller in the domain www.moringacaribbean.pt
Goods	The Goods offered through E-shop
Order	The act of Consumer regarding E-shop, that expresses a will of Consumer to purchase the Goods in E-shop, the terms of E-shop are specified in article IV par. 8 of these GBC
Price	The total price introduced in the Order, especially price for all Goods, that was ordered by Consumer, and that is specified in the Order as well as VAT or another taxes, fees including price for Transport
Transport fee	Price for transport of Goods to the Consumer and eventually for the manipulation with the Goods (e. g. carrying up and so on)
Purchase Agreement	The Agreement about purchase of the Goods concluded between Seller and Consumer according to the paragraph 11 and 12 of the article IV of these GBC
GBC	These general business conditions
Agreement parties	Seller and Consumer
Coll.	Collection of Laws of Slovak republic

Article II

General regulations

1. These GBC regulate:
 - a. Process of purchase of the Goods by Consumer through E-shop;
 - b. Conditions of sale and purchase of the Goods through E-shop;
 - c. Rights and obligations of agreement parties, resulting from purchase agreement concluded between these parties, the object of the agreement is purchase and sale of the Goods through E-shop of Seller.

2. These GBC are valid for all deliveries of the Goods to the Consumer carried out by the Seller through E-shop of the Seller based on the Order and they are inseparable part of purchase agreement concluded between Seller and Consumer.

Article III Goods

1. The range of Goods is specified in the offer of E-shop.
2. The part of offer of each Goods is the name of Goods, description of qualities of Goods, including size of packaging of Goods, total price of Goods in EUR, including VAT and all other taxes, information about availability of the Goods in the warehouse and the duration of delivery time.
3. The prices specified by the Goods in E-shop are valid exclusively for the purchase through E-shop.

Article IV Order and conclusion of the agreement

1. The consumer orders the Goods by Seller through E-shop in the Domain www.moringacaribbean.pt.
2. Purchase of the Goods in E-shop is not conditioned by registration in E-shop.
3. After successful registration the Consumer will have access to his account, through which he will sign in E-shop by the purchases. The Consumer does not make registration by the each next purchase, it is enough, if he signs up through his the account in E-shop.
4. The consumer orders the Goods by the Seller through E-shop, according to the instructions specified in this E-shop.
5. After pressing the key „TO CART“ by the Goods the ordered Goods will be added automatically to cart of the Consumer. The cart of the Consumer is available for the Consumer at any time during the making of the Order.
6. The Consumer chooses the way of transport of the Goods offered by the Seller in the cart as well.
7. If the Seller offers to transport the Goods through several ways, the price for Transport will be added to the prices for single goods, VAT and so on.
8. The Order form contains
 - a. Identification data of Consumer: Name and Surname, delivery and invoice address, email, phone number, consent to the processing of personal data and consent to these GBC;
 - b. Identification data about the ordered Goods: Name, number of packages;

- c. way of payment and transport;
 - d. Price of Goods
9. The Order will be accomplished by the Consumer through the key „Binding Order“. Before realization of the Order the Consumer is obliged to become familiar with these GBC and to confirm it through the key „I confirm that I became familiar with General business conditions“.
10. The Consumer confirms through the sending of the Order, i.e. through the pressing key “BindingOrder”, that he became familiar with/ has been informed by Seller with:
- a. qualities of the Goods,
 - b. total Price, that the Consumer is obliged to pay to the Seller.
11. After the making of the Order this Order will be registered in the system of E-shop. The Seller will send to the e-mail address of the Consumer introduced by the Consumer by the registration, following:
- a. confirmation of the Order with the information about the Order according to the paragraph 8 of this Article,
 - b. GBC, that are valid and effective at the time of making of the Order by the Consumer, including claim regulations of the Seller, that is a part of these GBC.
12. The agreement about the purchase of the Goods is considered as concluded through the delivery of confirmation about the receiving of the Order according to the paragraph 11 of this article of GBC together with other documents to the Consumer, whereby the object of the agreement is delivery of the Goods specified in the Order for the introduced price, under the conditions contained in the documents according to the paragraph 11 of this article of GBC.

Article V

Payment and delivery terms

1. All prices of Goods in the Order as well as in E-shop are introduced including VAT. The price regarding the Order can be paid by Consumer:
- a. through payment gateway Tatrapay, Cardpay, PayPal or
 - b. bank transfer, or
 - c. direct deposit in the bank to the account of the Seller,
 - d. cash on delivery.
2. The Seller charges no fee for the payment of the Price, except of the payment cash on delivery, when the fee of 1 EUR is charged. The Seller warned the Consumer, that the subject, by which the payment of the Price is carried out, can charge a fee for the payment (e.g. a bank by the deposit to the account).

3. A payment means the moment of assignment of the Price to the account of the Seller.
4. The Seller is obliged to deliver the ordered Goods within 30 days from the payment of the Price of the Order or within 30 days from the conclusion of agreement according to art. IV paragraph 12 of these GBC, if the payment of the Price through cash on delivery is chosen.
5. The Seller will deliver to the Consumer the ordered Goods to the address introduced by the Consumer as delivery address in the Order.

Article VI

Guide about right of the Consumer to back out of the agreement

1. If it is not specified otherwise in the paragraph 9 of this article of GBC, the Consumer has the right to back out of the agreement without reason within 14 calendar days from the day of receipt of the Goods, whereby this time is considered as observed, if the notification about rescission of the agreement was sent to the Seller at latest on the last day of this term. The Goods is considered as taken over by the Consumer at the moment, when the Consumer or the third person determined by the Consumer, except of transporter, takes over all parts of ordered Goods or if :
 - a. several Goods ordered by the Consumer in one Order are delivered separately, at the moment of the receipt of the Goods, that was delivered as the last one,
 - b. the Goods consisted of several parts or piece is delivered, at the moment of the receipt of the last part or last piece,
 - c. the Goods is delivered repetitively during the defined time, at the moment of the receipt of the first delivered Goods.
2. If it is not specified in the paragraph 9 of this article of GBC otherwise, the Consumer can back out of the agreement before the start of time for rescission according to the paragraph 1 of this article of GBC.
3. The Consumer enforces his right to back out of the agreement according to the paragraph 1 of this article of GBC in the following way:
 - a. In written form through postal packet to the address of the seat of Seller introduced above or
 - b. In written form per e-mail to the address info@moringacaribbean.eu.
4. The Consumer is entitled in case of rescission of the agreement according to the paragraph 1 or 2 of this article of GBC to use the form, that is in the appendix No.1 of these GBC. If the Consumer enforces his right to back out of the agreement according to the paragraph 1 or 2 of this article of these GBC, he will return the Goods to the Seller, i.e. he will send it to the address of the seat of Seller introduced in these GBC at latest within 14 days from the day, when he enforced his right to back out of the agreement or he personally hands over the Goods

to the Seller on the address of the seat of Seller introduced in these GBC within the same time.

5. By the rescission of the agreement according to the paragraph 1 or 2 of this article of GBC the Consumer bear the costs for returning of the Goods, including the costs for returning the Goods, that can be not return through post regarding its character.
6. The returned Goods has to be complete, it can be not damaged and it has to be sent to the Seller with the proof about the purchase, complete equipment, documentation, packaging etc. The Consumer is responsible for decrease in value of the Goods, that was not caused through ordinary wear and tear during using within the time for the rescission according to the paragraph 1 of this article of GBC. Among other things the partial consumption of the Goods is considered as decrease in value of the Goods as well.
7. The Seller returns to the Consumer within 14 days from the day of receipt of rescission of the Consumer according to the paragraph 1 of this GBC the payments, that are related to the rescission of the agreement and that he received from the Consumer based on the agreement including costs for transport, delivery and post and other costs and fees, whereby the Seller is not obliged to return to the Consumer these payments earlier as he receives the Goods or as the Consumer demonstrates, that he sent the Goods back. The Seller returns to the Consumer the payment according to the previous sentence through the same way as was used by the Consumer by the payment for the Goods, if the Consumer and Seller do not arrange it otherwise. The costs for transport, delivery and post the Seller pays to the customer only in the range of the cheapest standard way of delivery, that is offered by Seller regardless of way chosen by the Consumer.
8. The Consumer cannot back out of the agreement, if the object of the agreement is:
 - a. sale of the goods produced according to the special requirements of customer, the goods made-to-measure or the goods defined specially for one customer;
 - b. sale of the goods, that is subject to fast decrease in quality;
 - c. sale of the goods packed in protective packaging, that can be not returned because of health protection or because of hygiene and the protective packaging was damaged after the delivery;
 - d. sale of the goods, that can be after the delivery regarding its character inseparably mixed with another goods.
9. The guide about enforcement of the right of the Consumer to back out of the agreement is introduced in the appendix No. 2 of these GBC.

Article VII

Acquisition of Ownership and passing of damage danger to the Goods

1. The Consumer acquires ownership right to the Goods through full payment of total Price.

2. The damage danger to the Goods passes to the Consumer in the time, when he takes over the Goods from the Seller or when he does not do it on time, so in the time, when the Seller allows him to dispose of the goods and the Consumer does not take over the Goods.

Article VIII

Claim regulation (responsibility for defects, warranty, claims)

1. The Consumer is obliged to check by the takeover of the Goods:
 - a. If the Goods was delivered according to the Order,
 - b. If the Goods was delivered in the amount according to the Order,
 - c. If the Goods or the packaging is damaged.

2. In case, if the Consumer received the Goods, that he did not order, the Seller is obliged to contact the Seller immediately, at latest till 24 hours through e-mail. In this case the Consumer is entitled not to take over the Goods and to write a record that the delivery was not taken over with the person, that delivered the Goods .

3. In case, if the Consumer received the Goods, that seems to be damaged, or eventually in the smaller amount than the Consumer ordered, the Consumer is obliged to take over the Goods, but to introduce these facts in the delivery note. The Consumer is obliged to send this delivery note immediately to the Seller and to enforce demands based on the defects. The later claims regarding defects, damages or amount of the Goods by its delivery will be not accepted. In case, if the Consumer rejects to take over the Goods according to this paragraph of these GBC, the Seller is entitled to pull out of the Purchase agreement.

4. The Consumer can complaint of the Goods through e-mail on the address: info@moringacaribbean.eu or through post to the address of current seat of the Seller, together with the documents such as delivery note, invoice. The Consumer is obliged to introduce in the complaint:
 - a. his identification data,
 - b. Seller´s data,
 - c. description of the Goods, that is complained by the Consumer,
 - d. description of the defects of the Goods and
 - e. Order number, to which the complaint is related.

5. If the complaint is enforced through the means of long distance communication, the Seller is obliged to send the confirmation about the enforcement the complaint to the Consumer immediately, if it is not possible to send the confirmation immediately, it has to be sent without undue delay, at latest together with the document about handling a complaint.

6. The warranty period begins on the day, when the Consumer takes over the Goods. The warranty period lasts 24 months, if it is not introduced otherwise in the documents related to the Goods. If the longer period is introduced on the Goods, packaging or manual, the warranty period will not end before the end of this period. The rights of responsibilities for defects are enforced by the Seller through the way introduced below.
7. The warranty is not related to damages of Goods especially caused by:
 - a. ordinary or excessive mechanical wear and tear,
 - b. contamination of the Goods or its part in consequence of neglected services, neglected care for the Goods,
 - c. using of the Goods under the conditions, that do not correspond with their temperature, dustiness, humidity, chemical and mechanical influences of environment to the environment in which the Goods is mostly used,
 - d. external influences, e.g. fall or crash, water or fire,
 - e. intervention to the Goods by incompetent person (amateur repairs, installation or modification),
 - f. using of the Goods in contradiction with manual, technical norms, other documentation to the Goods or with the purpose, for which the Goods is produced,
 - g. mechanical damages, especially broken, cut off, heat-damaged Goods, the Goods damaged by careless unbalanced physical manipulation, intentional scratching of layers of the Goods and so on,
 - h. unreported visible defects by take over the Goods,
 - i. after the end of warranty period.
8. The warranty is not related to the damages caused by natural calamity, natural disaster, violated damage, weather conditions or extreme and unordinary conditions as well.
9. The Seller is responsible for defects, that the sold thing has by the takeover by the Consumer. By the used things he is not responsible for defects caused by using and wear and tear. By the things sold for lower price he is not responsible for defect, because of which the lower price was set.
10. Except for the Goods, that get out of order quickly, or the used things, the Seller is responsible for defects, that will occur after the takeover thing within the warranty period.
11. The Seller is obliged to set the way of handling the complaint immediately, in more complicated cases within 3 days from the beginning of claim procedure, in reasonable cases, especially if specific technical evaluation of conditions of the Goods is needed at latest within 30 days from the beginning of claim procedure. The Seller can inform about the way of handling the complaint through e-mail to the e-mail address, that the Consumer introduced by the registration. After the choose of way of handling the complaint the Seller handles the complaint immediately, in reasonable cases it is possible to handle this complaint later. The handling of the complaint cannot last longer than 30 days from the day of enforcement of complaint. After useless end of time for handling the complaint the Consumer has the right to back out of Purchase agreement.
12. The Seller informs the Consumer about the end of claim procedure and result of claim through e-mail or registered letter. If the Consumer enforced the complaint of Goods within first 12

months from the conclusion of Purchase agreement, the Seller can handle the complaint through rejection only based on statement of expert or statement of authorized or certified person, or statement of chosen person (hereinafter „special evaluation of the Goods“). Regardless of the result of special evaluation the Seller cannot require from the Consumer the payment for the costs for special evaluation of the Goods as well as for other costs related to special evaluation of the Goods.

13. The special evaluation of the Goods must contain:

- a. identification of person, which evaluates,
- b. exact identification of evaluated product,
- c. description of conditions of the product,
- d. result of evaluation,
- e. date of making of special evaluation.

14. The Seller is obliged to provide the Consumer a copy of special evaluation rationalized the rejection of complaint at latest within 14 days from the handling a complaint.

15. If the Consumer enforced the complaint after 12 months from the conclusion of agreement and the Seller rejected it, he is obliged to introduce in the document about the handling the complaint, to whom the Consumer can send the Goods for special evaluation. If the Consumer sends the Goods for special evaluation to chosen person introduced in the document about handling the complaint, the Seller takes the costs for special evaluation of the Goods as well as for all other related costs regardless of result of special evaluation. If the Consumer demonstrates the responsibility of the Seller for claimed defect of the Goods based on special evaluation from the person chosen by the Seller, he can enforce the complaint again; during the making of special evaluation of the Goods the warranty period does not flow. The Seller is obliged to pay to the Consumer within 14 days from the day of again enforced complaint all costs for special evaluation of the Goods as well as all related costs. The again enforced complaint cannot be rejected.

16. If the defect is concerned, that can be removed, the Consumer has the right it to be removed free, on time and properly. The Seller can always change defected Goods for Goods without defects instead of defect removal. If the defect is concerned, that cannot be removed and that restrains to use the product properly as without defect, the Consumer has the right to change of Goods or he has the right to back out of the agreement. The Consumer has the same rights, if the removable defects are concerned, but the Consumer cannot use the Goods properly because of reoccurrence of defect after the repair or because of more defects. At least three defects are considered as more defects and the occurrence of the same defect after at least two repairs is considered as reoccurrence of defect.

17. The warranty period is prolonged through handling justified complaint in time of claim procedure. If the claim was handled within legal warranty period through the change of the Goods for new one, the warranty period begins again from the date of handling the complaint.

18. The Seller did not write any codex of manners, that should be followed, except of these GBC.

Article IX
Personal data and protection of them

1. The Seller collects personal data of Consumer in the scope according to the data required by registration in E-shop and by fulfillment of the Order, through the registration in E-shop and the fulfillment of the Order due to Purchase agreement, in which the Consumer is one of the agreement party. It is not needed the consent of the Consumer as aggrieved person for working with personal data of Consumer according to the previous sentence and based on § 10 par. 3 lett. b) Act No. 122/2013 Coll. Of Laws on Protection of Personal Data and on Changing and Amending of other acts as amended (hereinafter „Law No. 122/2013 Coll. Of Laws“).

2. If the Consumer press by the registration the key “consent to the processing of personal data”, he gives the consent to the Seller according to the regulation § 11 of Act No. 122/2013 Coll. Of Laws to work with and to keep his personal data in the scope of his registration for marketing purposes, i.e. in particular for sending information about new offers of the Seller’s Goods, about discounts, benefits and so on. The Consumer gives the consent to the processing of personal data to the Seller for 10 years and the Consumer can annul it at any time in written form. The consent ends within 1 month from receiving of consent by Seller from the Consumer. If the Consumer annuls the consent to the processing of personal data within the time according to the previous sentence the access to his account in E-shop terminates.

3. The Consumer confirms through the press the key “consent to the processing of personal data”, that he was informed that he provides the personal data voluntary as well as he was informed about his rights as aggrieved person according to the Act No. 122/2013 Coll. Of Laws. The Consumer confirms that he was informed by the Seller before the provision of the consent to the processing of personal data especially about:
 - a. Identification data of the Seller,
 - b. Purposes of processing of personal data,
 - c. The scope of processed personal data,
 - d. Other information needed for the Consumer to guarantee his rights and right of protected interests in particular that
 - the Seller provides the personal data of the Consumer to the third parties in case of investigation regarding commission of crime, violation or breaking of other regulations (e.g. in case of breaking the rights to the protection of personality or rights to protection of intellectual property), especially by the body acting in criminal procedure, court, district office and so on,
 - The Seller will not publish the personal data of the Consumer
 - The Seller informed the Consumer about his rights as aggrieved person resulting from § 28 of Act No 122/2013 Coll. Of Laws

4. The Consumer has the right based on written request from the Seller to require:
 - a. confirmation, whether his personal data are or are not processed,
 - b. in generally comprehensible form the information about the processing of personal data in information system and to become familiar with the process for working with and evaluation of operations,

- c. in generally comprehensible form the exact information about the source, from which the Seller got the personal data for processing,
 - d. in generally comprehensible form the list of his personal data, that are object of processing,
 - e. correction or deletion of wrong, incomplete or not actual personal data, that are object of processing,
 - f. deletion of his personal data, of which the purpose of processing ended,
 - g. deletion of his personal data, that are object of processing, if the law was broken,
 - h. blocking of his personal data because of annulation of consent before the end of the validation period, if the Seller works with his personal data based on the consent aggrieved person
5. The Consumer has right to argue by the Seller based on written request according to:
- a. working with personal data, about which he assumes that they are or will be processed for the purposes of direct marketing without his consent and to require the deletion of personal data,
 - b. using of personal data in the scope – title, name, surname and address – for the purposes of direct marketing in post communication or
 - c. providing of personal data in the scope title, name, surname and address – for the purposes of direct marketing .

Article X. Alternative solutions of consumer conflicts

The alternative solution of consumer conflicts (ASC) Is a procedure specialized for achieving conciliatory solution between the Consumer and entrepreneur (businessman) and for prevention for judicial conflicts between these two subjects. In case, if the Consumer is not satisfied with the result of his request for improvement and attempt for solving of conflicts with the Seller was without result, he has the right to move a motion to competent subject of alternative solution of conflict, e.g.. Slovenská obchodná inšpekcia (Slovak Trade Inspection) Slovak Trade Inspection has all necessary information about alternative procedure, through which the Customer can solve eventual conflict. More information about alternative solution of consumer conflicts are available on the web site of Slovak Trade Inspection: <http://www soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

Article XI Final provisions

1. These GBC and your use of the Websites (and all non-contractual relationships arising out of or connected to it or them) shall be governed by and construed in accordance with Slovak law. You submit to the exclusive jurisdiction of the Slovak courts to settle any dispute which may arise under these GBC.
2. The Consumer declares, that he became familiar with these GBC and he is obliged to follow them.
3. These GBC are valid and effective from Feb 21th 2018.

Annex No. 1 of GBC

Sample form for rescission of the agreement

(fill and send this form only in the case, if you wish to back out of agreement)

To:
Business name of Seller Moringa Caribbean s.r.o.
Seat: Marka Aurélia 65/9, 911 01 Trenčín, Slovak republic
Id. No.: 48 028 207
Registered in BR: District Court Trenčín, Section: Sro, Insert No.: 31253/R
Email: info@moringacaribbean.eu
Phone number: +421 910 906 361

hereby I declare/ we declare *, that I/we back out * of purchase agreement regarding the Goods:

.....
.....
.....
.....
.....

Date of order/ date of receive*:

Name and Surname of Consumer/ Consumers *:

Address of Consumer/Consumers*:

Signature of Consumer/Consumers * (if this form is filled in letter form):

.....

Date:

* Inappropriate word to be deleted.

Annex No. 2 of GBC
INSTRUCTION CONCERNING ENFORCEMENT OF RIGHT OF THE CONSUMER TO BACK OUT OF AGREEMENT

1. The right to back out of the agreement

1. You have the right to back out of this agreement without reason within 14 days.

2. The period for rescission of the agreement ends after 14 days from the day:
 - a. when you or the third person chosen by you, except of transporter, take over the goods;
 - b. if the goods ordered by the Consumer in one order are delivered separately, when you or the third person chosen by you, except of transporter, take over the goods delivered as the last one,
 - c. if the goods consisted of more parts or piece are delivered, if you or the third person chosen by you, except of transporter, take over the last part or piece ,
 - d. if the goods is delivered repetitively during the limited period, you or the third person chosen by you, except of transporter, take over the first delivered goods.

3. Inform us about your decision to back out of the agreement by the enforcement of right to back out of the agreement through clear declaration (by letter sent through post or e-mail) to the address:
 - a. In case of e-mail info@moringacaribbean.eu,
 - b. In case of letter Marka Aurélia 65/9, 911 01 Trenčín, Slovak republic

For this purpose you can fill the sample form for rescission of the agreement introduced in the Annex No. 1 of these GBC.

4. The period for rescission of the agreement is followed, if you send the information about the enforcement of right to back out of agreement before as the period for rescission of the agreement ends.

2. Consequences of rescission of the agreement

1. After the rescission of the agreement we return you all payments, that you paid regarding conclusion of the agreement, in particular purchase price including costs for sending the Goods to You. It is not related to additional costs, if you chose another way of delivery as the cheapest offered way of transport. The payments will be returned without undue delay, at latest within 14 days from the day, when we receive Your information about the rescission of the agreement. The payment will be realized through the same way as you used by Your

payment, if you did not agree specifically with another way of payment, without any other fees.

2. The payment for the goods will be paid back after the receiving of returned goods to our address or after the proof that the goods was sent back, according to the situation, that happens earlier.
3. Send us the goods back or bring it to our address Moringa Caribbean s.r.o., Marka Aurélia 65/9, 911 01 Trenčín,, Slovak republic at latest within 14 days from the enforcement of the right to back out of the agreement. The period is considered as followed, if the goods is sent back before the end of the 14 days period.
4. You take the direct costs for returning of the goods.
5. You are responsible for any decrease in value of the goods resulting from the using with it through another way as is needed to ensure the character, qualities and functions of goods.