Terms and Conditions



Sales of Philatelic Merchandise

Effective as of May 25, 2018

These terms and conditions shall regulate the rights and liabilities of parties arising from the contract made by and between Slovenská pošta, a.s., Partizánska cesta 9, 975 99 Banská Bystrica, Tax Identification Number: 2021879959, VAT Identification Number: SK2021879959, Company Identification Number: 36 631 124, incorporated in the Commercial Register of District Court in Banska Bystrica, Section Sa, File No. 803/S (hereinafter as "SP") and customer, the subject matter being purchase and sales of philately merchandise.

1 Introductory Provisions

1.1 Sales of philatelic merchandise is a service provided based on these terms and conditions (hereinafter as "TC") through the Postal Philatelic Services (POFIS).

1.2 Contact details of seller:

Slovenská pošta, a.s.

POFIS

Nám. SNP 35 814 19 Bratislava 1

Phone: +421 2 593 93 512 E-mail: pofis@slposta.sk

1.3 The merchandise can be collected from the catalogues published on the website www.pofis.sk or directly in POFIS stores.

2 Domestic Sales

2.1 Direct Sales

Are conducted through POFIS stores located at Nám. SNP 35, 814 19 Bratislava. Sales are conducted in cash. Postage stamps are sold for their minimum value; other philatelic merchandise is sold for prices in line with the SP Tariff published on www.posta.sk. No discounts are offered in direct sales.

2.2 Mail-order Sales

2.2.1 Are conducted based on a written purchase order (permanent – for yearly subscription according to the issues, Annex 1, or one-off, Annex 2), delivered to the address: Slovenská pošta, a. s., POFIS, Nám. SNP 35, 814 19 Bratislava..

The purchase order may be sent to SP also electronically at pofis.obchod@slposta.sk. For more information concerning the purchase order, please, contact: +421 2 593 93 502.

- 2.2.2 The contractual relationship between SP and the customer shall commence upon the receipt of a duly completed purchase order. The customer agrees with the valid terms and conditions of sales of philatelic merchandise by their own signature included in the order.
- 2.2.3 The customer shall be obliged to include true data immediately necessary for the commencement of contractual relationship between the customer and SP. In case of change of any data, the customer shall be obliged to immediately send the corrected data to the SP address. When evaluating the order and inaccuracies occur, SP shall

contact the customer using their phone number or e-mail address included on the order.

- 2.2.4 The ordered merchandise is sent as cash on delivery.
- 2.2.5 Yearly orders will be satisfied in accordance with the required term of delivery marked in the order.
- 2.2.6 One-off orders will be satisfied according to SP availability, i.e. within the deadline and in the amount in accordance with the operational capacities.
- 2.2.7 Delivery time of the merchandise is: 7 business days for deliveries within SR.
- 2.2.8 SP may extend the delivery times if required so by the production of the ordered merchandise or other circumstances. SP shall be obliged to satisfy the customer's order within 30 days after its delivery.
- 2.2.9 Postage stamps are sold for their minimum value; other philatelic merchandise is sold for prices in line with the SP Tariff published at www.posta.sk. On receipt of duly filled written purchase orders, the customer shall be obliged to pay the total price of such orders, including the price of ordered merchandise and postal charges. The postal charges shall be calculated based on the SP Tariff published on www.posta.sk.
- 2.2.10 Ways of paying the purchase price:
 - Cash on delivery
- 2.3 Domestic sales based on concluded purchase contract
 - 2.3.1 A domestic customer interested in regular subscription of philatelic merchandise shall have the option to conclude a purchase contract with SP where the conditions of merchandise sales will be specified.

3 Foreign Sales

3.1 Mail-order Sales

3.1.1 Are conducted based on written purchase orders (permanent – for yearly subscription according to the issues, Annex 3, or one-off, Annex 4), delivered to the address: Slovenská pošta, a. s., POFIS, Nám. SNP 35, 814 19 Bratislava.

The purchase order may be sent to SP also electronically at pofis.trade@slposta.sk. For more information concerning the purchase order, please, contact: +421 2 593 93 503.

- 3.1.2 The contractual relationship between SP and the customer shall commence upon the receipt of a duly completed purchase order. The customer agrees with the valid terms and conditions of sales of philatelic merchandise by their own signature included in the order.
- 3.1.3 The customer shall be obliged to include true data immediately necessary for the commencement of contractual relationship between the customer and SP. In case of change of any data the customer shall be obliged to immediately send the corrected data to the SP address. When evaluating the order and inaccuracies occur, SP shall contact the customer using their phone number or e-mail address included on the order.
- 3.1.4 Orders will be satisfied according to the availability, i.e. within the deadline and in the amount in accordance with the operational capacities of SP.
- 3.1.5 Merchandise to other countries is dispatched only after the payment of invoiced price of the merchandise at the SP account. The price of merchandise shall be paid by the customer based on advance invoice which is sent by SP together with the confirmed order to the address stated in the order. In case the advance invoice is not settled timely and duly, the order is considered cancelled. If the country of destination allows so, the merchandise may also be send as cash on delivery based on the customer's request.

3.2 Foreign Sales Based on Concluded Purchase Contract

3.2.1 A foreigner interested in regular subscription of philatelic merchandise shall have the option to conclude a purchase contract with SP where the conditions of merchandise sales will be specified.

3.3 Price and Payment Conditions

- 3.3.1 Postage stamps are sold for their minimum value; other philatelic merchandise is sold for prices in line with the SP Tariff published on www.posta.sk. On receipt of duly filled written purchase orders, the customer shall be obliged to pay the total price of such orders, including the price of ordered merchandise and postal charges in line with section 3.4.3 hereof.
- 3.3.2 Prices for stamps and other philatelic merchandise for countries not having the common currency of EURO are calculated to convertible currency (CZK, USD, GBP etc.) using the ECB exchange rate as of the day of invoicing.
- 3.3.3 When selling the merchandise to an entity registered for VAT within the EU, VAT is not invoiced. The invoice contains the following text: "Merchandise exempted pursuant to Section 43 of Act No. 222/2004 Coll. On VAT as Amended and pursuant to Section 138 of Council Directive 2006/112/EC of November 28, 2006". Entities identified for VAT from EU countries shall include their VAT number when sending the purchase order or when concluding the purchase contract.
- 3.3.4 When selling the merchandise to entities not registered for VAT within the EU, VAT is invoiced to the price of merchandise.
- 3.3.5 When selling merchandise to customers with their permanent residence or seat outside the EU, the merchandise is exempted from VAT.
- 3.3.6 Ways of paying the purchase price:
 - Bank transfer:

Bank account BBAN: 182-3001130011/6500

IBAN: SK6565000001823001130011

SWIFT/BIC: POBNSKBA

- Eurogiro
- Cash on delivery (if the customer's country allows so)

3.4 Delivery of Merchandise and Payment Conditions

- 3.4.1 Merchandise is dispatched in accordance with the SP availability.
- 3.4.2 Delivery time of merchandise to the other world countries is:
 - 14 business days for deliveries within Europe
 - 20 business days for deliveries into other world countries

SP may extend the delivery times if required so by the production of the ordered merchandise or other circumstances. SP shall be obliged to satisfy the customer's order within 30 days after its delivery.

3.4.3 Postal charges:

a) Czech Republic EUR 5.70 b) Europe EUR 6.90 c) Other world countries EUR 10.70

For all domestic entities and non-taxable entities with their seat in the member state or third state the price of postal charges will be invoiced without VAT as exempted performance (universal service).

For taxable entities with their residence in the member state or third state, the price of postal charges will be invoiced without VAT pursuant to Section 15 (1) of Act No. 222/2014 Coll. on VAT as Amended.

4 Internet Sales

4.1 Purchase Order

- 4.1.1 Internet sales are conducted based on a purchase order completed directly at the Internet portalwww.pofis.sk (by putting the merchandise into the basket, filling in the obligatory data on the purchase order and paying the final price using internet banking).
- 4.1.2 The contractual relationship between SP and the customer shall commence upon the receipt of duly completed purchase orders. The customer shall be obliged to include true data immediately necessary for the commencement of contractual relationship between the customer and SP. In case of change of any data the customer shall be obliged to immediately send the corrected data to the SP address. When evaluating the order and inaccuracies occur, SP shall contact the customer on their phone number or e-mail address included on the order.
- 4.1.3 If the customer does not like the ordered merchandise, they can withdraw from the contract in line with section 5.2.

4.2 **Delivery Conditions**

- 4.2.1 Delivery time for the on-line sales mode using the internet shop www.pofis.sk is:
 - status "in stock" within:

7 business days for deliveries within SR 14 business days for deliveries within Europe

20 business days for deliveries into other world countries

status "merchandise not available" – merchandise is sold out, may not be ordered

SP may extend the delivery times if required so by the production of the ordered merchandise or other circumstances. SP shall be obliged to satisfy the customer's order within 30 days after its delivery.

4.3 Price and Payment Conditions

- 4.3.1 Postage stamps are sold for their minimum value; other philatelic merchandise is sold for prices in line with the SP Tariff published on www.posta.sk.
- 4.3.2 When selling the merchandise to an entity registered for VAT within the EU, VAT is not invoiced. The invoice contains the following text: "Merchandise exempted pursuant to Section 43 of Act No. 222/2004 Coll. On VAT as amended and pursuant to Section 138 of Council Directive 2006/112/EC of November 28, 2006". Entities identified for VAT from EU countries shall include their VAT number when sending the purchase order.
- 4.3.3 When selling the merchandise to entities not registered for VAT within the EU, VAT is invoiced to the price of the merchandise.
- 4.3.4 When selling merchandise to customers with their permanent residence or seat outside the EU, the merchandise is exempted from VAT.

4.4 Ways of Paying the Purchase Price

Purchase prices at the internet shop is paid through the service of Poštová banka, a. s., named iTerminál enabling to accept the payment cards from the customers such as MasterCard, VISA and Diners Club International. After selecting the payment of purchase price by payment card, the customer will receive a generated form where they are required to complete the relevant data about their payment card and confirm the payment of purchase price. The customer data concerning a payment card when transferring data is protected by the bank and the internet seller does not have any access to them, so the customer has guaranteed security over his payment card and misuse is hereby excluded. Payment of the customer after accepting the payment card will be notified to the seller (SP) immediately.

The payment shall be settled by the aforesaid means immediately, otherwise the order will be considered not accepted.

4.5 **Delivery of Merchandise and Payment Conditions**

- 4.5.1 Merchandise is dispatched in accordance with SP availability after the payment of purchase price to the SP account and always together with the invoice.
- 4.5.2 The postal charges shall be added to the purchase price in the following amount:

a) within Slovak Republic
b) Czech Republic
c) European countries
d) Other world countries
EUR 2.20
EUR 5.70
EUR 6.90
EUR 10.70

For the purchases of above EUR 75.00, no postal charges are charged by SP.

For all domestic entities and non-taxable entities with their seat in the member state or third state the price of postal charges will be invoiced without VAT as exempted performance (universal service).

For taxable entities with their residence in the member state of third state, the price of postal charges will be invoiced without VAT pursuant to Section 15 (1) of Act No. 222/2004 Coll. on VAT as Amended.

5 Common Provisions for Mail-order Sales and Internet Sales

5.1 **Shipping**

- 5.1.1 SP will send the merchandise in a form of 1st class registered (or insured) letter/parcel. Each consignment contains an invoice tax document serving also as a warranty card and a delivery note. The merchandise shall remain the ownership of SP until the payment of the entire purchase price is received.
- 5.1.2 Providing the merchandise or notification about depositing at the post office fails to be delivered to the customer within 7 business days (or within the time period based on the country of destination) after notification of consignment by e-mail, the customer may receive information about the ordered merchandise at the delivery post office or at the contact addresses stated at the internet shop website. SP shall review detailed information about ordered merchandise and possible reasons of failed delivery to the customer and the information will be sent by e-mail.

5.2 Withdrawal from the Contract

- 5.2.1 SP shall have the right to withdraw from the contract due to the fact that its stock became sold out, merchandise unavailability, force majeure, or it cannot deliver the merchandise to the customer within the deadline stated herein, although it made every effort which can be objectively expected from it. SP shall be obliged to notify the customer about this fact and return them the paid advance for the merchandise agreed in a contract through a bank transfer to the bank account stated by the customer or postal transfer within 14 days since its notification of withdrawal from the contract.
- 5.2.2 The customer shall be entitled to withdraw from the contract without stating the reason within 14 business days after receiving the merchandise. The customer shall have the right to unpack, scrutinise and test the merchandise in the similar manner as is usually done during purchase in a standard permanent store.
- 5.2.3 The customer shall have the right to exercise their right to withdrawal from the contract with SP through the form of withdrawal from the contract sent to the address: Slovenská pošta, a.s. POFIS, Nám. SNP 35, 814 19 Bratislava. The form of withdrawal from the contract shall represent the Annex No. 5 hereof.
- 5.2.4 Withdrawal from the contract through the form, in line with the previous section hereof shall contain data it requires, especially the order number., date of filing the

order/receipt of merchandise, name and surname of customer/customers, address of customer/customers, telephone number and/or e-mail address of customer/customers, signature of customer/customers, means how SP should return the already received payment, especially bank account No. or correspondence address, and date and signature of customer/customers. In case the customer exercises their right to withdraw from the contract in writing, SP recommends them to include the aforesaid data in it in addition. By withdrawing from the contract, the customer shall be obliged to deliver the merchandise to SP together with its accessories, payment receipt, etc. in its original package by sending or in person on the address: Slovenská pošta, a.s., POFIS, Nám. SNP 35, 814 19 Bratislava. SP recommends taking insurance on the merchandise. SP shall not accept consignments sent as cash on delivery.

- 5.2.5 If the customer withdraws from the contract, every additional contract related to the contract which has been withdrawn shall become cancelled.
- 5.2.6 The customer shall have the right to withdraw from the contract whose subject matter is delivery of merchandise also before commencement of period for withdrawal from the contract. The period for withdrawal from the contract shall remain unchanged, if the customer sends the notification of exercising the right to withdrawal from the contract before the period for withdrawal from the contract lapses.
- 5.2.7 SP shall return to the customer all payments which have been demonstrably settled by them, especially the price of merchandise including delivery costs, upon withdrawal from the contract. However, SP shall be not obliged to settle additional customer costs should the customer chooses a different way of delivery than the cheapest standard way of delivery which SP provides. The additional costs shall represent the difference between the delivery costs chosen by the customer and the costs of the cheapest standard way of delivery SP provides. The payments shall be returned to the customer within 14 days since the day SP was delivered the customer's notification of withdrawal from the contract. The payment settlement shall be performed by an identical means the customer used for payment settlement to SP, if the customer did not state other means of payment settlement in the written withdrawal from the contract or the form of withdrawal from the contract without billing of any other additional charges.
- 5.2.8 SP shall be not obliged to return to the customer all payments in line with section 5.2.7 hereof before the customer delivers the merchandise to SP or before they prove its sent status to SP. The payment shall by settled to the customer by SP no sooner than upon delivery of returned merchandise to the address in line with section 5.2.4 hereof, or submission of confirmation proving sending of merchandise to SP, whichever occurs sooner.
- 5.2.9 In case the customer withdraws from the contract in line with section 5.2.2 hereof and delivers to SP the merchandise that is used, damaged, incomplete, or value of merchandise in question is depreciated due to handling of merchandise in such manner that is beyond the standard manner required for testing properties and functionality of merchandise, SP shall have the right to compensation of damage in the amount of sum for repair of merchandise and its putting into original state, or SP shall have the right to require from the customer settlement of depreciation in value of merchandise.
- 5.2.10 The customer shall be obliged to send or return the merchandise to SP together with its accessories, payment receipt, etc. in its original package within 14 days since the day of withdrawal from the contract.
- 5.2.11 When withdrawing from the contract, the costs connected with return of merchandise to SP shall be borne by the customer. The costs connected with return of merchandise cannot be proportionally calculated in advance.
- 5.2.12 In case the customer does not fulfil any of liabilities stated in sections 5.2.3 and 5.2.4 hereof, withdrawal from the contract shall be not valid and effective. SP shall be not obliged to return to the customer all payments which have been demonstrably settled in line with section 5.2.7 hereof, and shall have the right to compensation of costs connected with return of merchandise to the customer.
- 5.2.13 The customer shall have no right to withdraw from the contract whose subject matter is:

- a) sales of merchandise produced in line with individual requirements of the customer, custom-made merchandise or merchandise produced for the individual customer,
- b) sales of merchandise that quickly loses its quality or deteriorates,
- c) sales of merchandise that can be inseparably mixed with other merchandise after its delivery due to its character.
- 5.2.14 Sections 5.2.1 5.2.13 shall apply only to the customers in line with definition of customer stated in the provision of Section letter a) of Act No. 250/2007 Coll. on Consumer Protection.
- 5.3 Contractual relations between SP and the customer shall cease to exist by fulfilling liabilities of both parties.
- Slovenská pošta, a. s., has established a standard protection of personal data, which consists in the adoption of adequate technical and organizational measures to ensure the processing of personal data only for a specific purpose, the minimization of the amount of personal data obtained and the extent of its processing, the retention period and the availability of personal data. Slovenská pošta, a. s., processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as also in accordance with the Act No 18/2018 Coll. on Personal Data Protection and on Amendments and Supplements of Certain Acts as Amended.
- 5.5 By sending the order, the customer at the same time confirms that SP duly and timely fulfilled its obligations in line with provisions of Section 3 (1) of Act No. 102/2014 Coll. on Consumer Protection Related to Selling or Providing of Services Based on a Distance Contract or a Contract Concluded Outside Operational Premises of the Seller and on Amendments and Supplements of Certain Acts.

6 Claims

6.1 The Customer may claim:

- Damaged, missing or destroyed merchandise in the consignment immediately after receiving the consignment (if the damage was obvious), or no later than the following business day after the delivery (if the damage was not obvious upon the delivery),
- b) incorrect providing of order within 7 business days after the delivery of merchandise,
- c) faults of the delivered merchandise within 24 months after accepting the merchandise. The guarantee period is 24 months. If the sold item contains a stated period of use, or is stated on its cover or in the instructions, the guarantee period does not end prior to the end of this time period.
- 6.2 Claims in compliance with section 6.1 letter a) shall be applied at the post office which delivered the consignment. The procedure when applying the claims procedure is regulated by the SP warranty terms and conditions available at every post office. The claims period shall start after its receipt at the post office. In case of claiming the postal service which was provided in relation to the merchandise delivery abroad, the claim shall be reviewed in line with the valid UPU Acts.
- 6.3 Claim in compliance with section 6.1 letter b) and (c) may be filed in writing with stating the detailed description of claimed facts at the address of Slovenská pošta, a.s., POFIS, Nám. SNP 35, 814 19 Bratislava.
- 6.4 The customer shall be obliged to send the written complaint together with complete and undamaged merchandise being the subject-matter of the claim and its payment receipt. The claim period shall start after its receipt on the aforesaid address provided all requirements of claim reception are delivered. Costs of returned merchandise shall be borne by the customer only in case the merchandise was fully compatible with the quality requirements and there were no faults on it.

- SP shall decide about the means of claim handling immediately, or within 3 business days in complicated cases. In appropriate cases, especially those requiring difficult technical assessment, it shall be decided within 30 days since the claim was filed. Claim shall be handled immediately after the determination of means of its handling. In appropriate cases, SP shall have the right to handle the claim also later, however, it shall be done within 30 days since the claim was filed. Upon lapse of period for claim handling, the customer shall have the right to withdraw from the contract or exchange of merchandise for a new one.
- In case of fault which can be removed, the customer shall have the right to its timely and duly removal free of charge. SP shall be obliged to remove the fault without undue delay. Instead of fault removal, the customer shall have the right to require exchange of the item. In case the fault is connected only with its component, the customer shall have the right to require exchange of component provided it does not result in disproportionate costs in relation to price of merchandise or fault seriousness. SP shall always have the right to exchange the faulty item for a new one instead of fault removal provided it does not cause serious difficulties to the customer.
- 6.7 In case the fault cannot be removed and thus prevents the item from being used properly as an item without a fault, the customer shall have the right to exchange of item or withdrawal from the contract. The customer shall have the same rights in case of removable faults provided the customer cannot use the item properly due to recurrent occurrence of fault after its repair or occurrence of several faults. In case of other non-removable faults, the customer shall have the right to proportionate discount of item price.
- 6.8 SP shall be obliged to issue the confirmation of claim reception to the customer upon its filing. In case the claim is filed through distance communication means, SP shall be obliged to deliver the confirmation of claim reception to the customer immediately. In case the confirmation cannot be delivered immediately, it shall be delivered without undue delay, however no later than together with the statement on claim settling. The confirmation of claim reception does not have to be delivered provided the customer can prove filing of claim by some other means.
- 6.9 SP shall be obliged to issue the written statement on claim settling through a registered letter within 30 days since a claim was filed.
- 6.10 SP has informed the customer about the rights arising to them from the provisions of Section 622 of Civil Code (5.7) and the rights arising to them from the provisions of Section 623 of Civil Code (5.8) by publishing these TC on the respective website of SP Internet shop, and the customer could read it before sending the order.
- 6.11 Owing to non-saleability, the customer shall have no right to return the merchandise.

7 Final Provisions

- 7.1 These terms and conditions shall be binding for all users of the service of philatelic merchandise sale and SP. Contractual relationships not covered by these terms and conditions shall be governed by the legal order of the Slovak Republic.
- 7.2 A complete version of these terms and conditions shall be available on the SP Internet website (www.pofis.sk), on request at the Customer Service of SP, a. s.
- 7.3 The following annexes shall represent an inseparable part of these TC:
 - Annex No. 1 Permanent Order
 - Annex. No. 2 One-off Order
 - Annex. No. 3 Permanent Order in English Language
 - Annex. No. 4 One-off Order in English Language
 - Annex. No. 5 Form of Withdrawal from the Contract
- 7.4 SP is entitled to unilaterally amend or entirely replace these terms and conditions without the consent of the user at any time. Modified/new terms and conditions become binding for all customers on the date when they have become effective, but not before they have been published on www.pofis.sk.

- 7.5 By efficiency of these terms and conditions, the previous terms and conditions of July 15, 2016 shall become invalid and the legal relations resulting from these conditions shall remain untouched.
- 7.6 These terms and conditions shall become valid on the day of approval and effective as of May 25, 2018.

7.7 **Supervisory authority:**

Slovak Trade Inspection

The Inspectorate of the Slovak Trade Inspection with the seat in Bratislava for the region of Bratislava

Prievozská 32, P.O. Box 5, 820 07 Bratislava 27

Annex No. 5 **Customer's Withdrawal from the Contract Buyer - Customer:** Name and surname,degree: Permanent address..... Phone: E-mail: Hereby withdraws from the contract made with Seller: Slovenská pošta, a. s., POFIS, Nám. SNP 35, 814 19 Bratislava. e-mail: pofis.obchod@slposta.sk Order No.: Date of filing the order/date of receipt of merchandise*..... The price of ordered merchandise including delivery costs should be returned by: bank transfer to the bank account*: postal transfer to the address* Date and signature of Buyer - Customer

You shall have the right to withdraw from this contract without stating the reason within 14 days. The period for withdrawal from the contract shall terminate after 14 days since the day when you or a third party determined by you, excluding the shipping company, receives the merchandise.

Upon exercising the right to withdraw from the contract, please inform us of your decision to withdraw from this contract through an unequivocal statement. You can use this sample form of withdrawal from the contract in order to do so. The withdrawal shall be delivered to the address: Slovenská pošta, a. s., POFIS, Nám. SNP 35, 814 19 Bratislava.

The period for withdrawal from the contract shall remain unchanged. If you send the notification of exercising the right to withdrawal from the contract before the period for withdrawal from the contract lapses.

SP shall return to you all payments which you have settled in connection with making of contract, especially the price of ordered merchandise including delivery costs, upon withdrawal from the contract. However, SP shall be not obliged to settle any additional costs if you chose a different method of delivery than the cheapest standard method of delivery SP provides. The payments shall be returned to you without undue delay, no later than within 14 days since the day SP is delivered your notification of withdrawal from this contract. The payment settlement shall be performed by bank transfer to the bank account stated in this withdrawal from the contract, without billing of any other additional charges.

The payment shall by settled to you no sooner than upon delivery of returned merchandise to SP address or upon submission of confirmation proving sending of merchandise to SP, whichever is sooner.

^{*} Cross the inapplicable