

General terms and conditions

Online store www.force-sensors.com

I. Merchant identification

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the legal relations between the company

Business name: EMSYST, spol. s r.o., registered address: Súvoz 111, Trenčín 911 01, Slovak Republic

Registered in the Commercial Register of the District Court of Trenčín, Section Sro, File number 502/R

IČO: 34115749

VAT number: 2020386115

VAT ID: SK2020386115

Bank account: SK2975000000000911018383

The seller is a value added tax payer.

(hereinafter referred to as the "Seller" or "Merchant") and any person who is a Buyer of products offered by the Seller on the Seller's Website, and who acts in the position of a consumer within the meaning of other provisions of these General Terms and Conditions and relevant laws defining a consumer, within the framework of the valid legislation of the Slovak Republic, in particular the following laws: Act No. 108/2024 Coll. on Consumer Protection and on Amendments to Certain Acts, as amended, Act No. 40/1964 Coll. Civil Code, as amended.

1.2. The Seller's email and telephone contact is:

Email: mail@force-sensors.com

Phone number: +421327432400

1.3. The address for sending complaints and withdrawals from contracts is:

EMSYST, spol. s r.o., Súvoz 111, Trenčín 911 01, Slovak Republic

II. Definition of terms

2.1. For the purposes of these general terms and conditions, the Trader, in accordance with Act No. 108/2024 Coll., as amended, states and defines the following terms:

2.2. A distance contract is a contract between a trader and a consumer agreed and concluded exclusively by means of one or more means of distance communication without the simultaneous physical presence of the trader and the consumer, in particular by using an online interface, e-mail, telephone, fax, mailing list or offer catalogue.

2.3. Merchant (hereinafter referred to as the “Seller”) is a person who, in connection with a consumer contract, an obligation arising from it or in a commercial practice, acts within the scope of his business activity or profession, including through another person acting in his name or on his behalf.

2.4. A consumer is a natural person who, in connection with a consumer contract, an obligation arising from it or a business practice, is not acting within the scope of his business activity or profession.

2.5. A consumer contract is any contract, regardless of legal form, concluded between a trader and a consumer.

2.6. The term Internet store is identical to the term electronic store and the term website.

2.7. The Buyer is any person (natural person or legal entity) who has sent an order, mainly using the Seller's website or other means of distance communication.

2.8. Durable medium means a means that enables the consumer or trader to store information addressed to the consumer or trader for a period that corresponds to the purpose served by this information and in a manner that allows its unchanged reproduction and use in the future, in particular a document, e-mail, USB key, CD, DVD, memory card and computer hard drive.

2.9. A product is mainly a good, service, or digital content.

2.10. A service is, in particular, any activity or performance that is offered or provided to a consumer.

2.11. Goods are any tangible movable thing.

III. Basic provisions

3.1. These General Terms and Conditions regulates the legal relations between Buyers who are consumers and the Merchant.

3.2. Contractual relationships (as well as other legal relationships that may arise from a contractual relationship) with Buyers who do not act in the capacity of consumers are subject to the provisions of Act No. 513/1991 Coll., Commercial Code, as amended.

IV. Product order – conclusion of a purchase contract

4.1. The proposal to conclude a purchase contract by the Buyer is the sending of an order for products by the Buyer, carried out mainly using the Retailer's website, or other means of distance communication.

4.2. The purchase contract between the Buyer and the Retailer is concluded upon delivery of the confirmation of receipt of the order to the Buyer, which the Buyer created in accordance with point

4.1 of these GTC by the Retailer (electronically to the Buyer's email address, which the Buyer chose in the process of creating the order).

V. Duration of the purchase contract

5.1. The purchase contract is concluded for a fixed period of time and terminates in particular upon the fulfilment of all obligations of the Seller and the Buyer. In particular, upon delivery and payment of the products in accordance with the concluded purchase contract. This provision does not affect the rights of the Buyer in terms of the statutory liability for product defects on the part of the Retailer.

VI. Purchase price information about the purchase price

6.1. The price of products ordered through the Seller's Website (hereinafter referred to as the "purchase price") is stated separately for each product and is valid at the time the order is created by the Buyer.

6.2. The purchase price of the products listed on the Seller's Website is the total price of the products, including all taxes, and is clearly stated on the Seller's Website.

VII. Delivery of products

7.1. The Seller is obliged to fulfil the order and deliver the products to the Buyer no later than 90 days from the date of conclusion of the purchase contract pursuant to point 4.2. et seq. of these GTC and payment of the total price of the order to the Seller. In the event that both conditions specified in point 7.1.1. of these GTC have been met (i.e. if the purchase contract has been concluded and the total price of the order has been paid to the Seller), the Seller is obliged to deliver the products to the Buyer no later than 90 days from the date of fulfilment of both these conditions.

VIII. Transfer of ownership

8.1. The ownership right to the sold item and the risk of accidental destruction, accidental deterioration and loss of the item passes to the Buyer at the moment of delivery.

IX. Payment methods

9.1. You can pay for products on the Seller's Website in the following ways:

9.1.1. Payment by deposit or transfer to the Seller's account - price 0 EUR

X. Shipping – methods of product transportation and the price for their transportation

10.1. The purchase price of the products does not include shipping costs or other costs related to the delivery of the products.

10.2. Methods of transport and price for transport of ordered products:

10.2.1. Forms of Transport:

10.2.1.1. The Seller informs the Buyer about the forms of transport that the Buyer can choose on the Seller's website during the purchase process, before concluding the Purchase Agreement in the section on transport selection, as the form of delivery depends on the delivery address of the products, the total weight and dimensions of the products that the Buyer has chosen in his order.

10.2.2. Prices for Transportation:

10.2.2.1. The Seller informs the Buyer about the prices for individual forms of transport on the Seller's website during the purchase process, namely before concluding the Purchase Agreement in the section on the choice of transport, as the price for delivery depends on the delivery address of the products, the total weight and dimensions of the products that the Buyer has chosen in his order. The price for delivery of the products is calculated automatically based on the delivery address of the products, the weight and dimensions of the products.

XI. Buyer's withdrawal from the purchase contract without giving a reason

11.1. The consumer has the right to withdraw from a distance contract and a contract concluded outside the trader's premises without giving a reason within the period pursuant to Art. XII, points 12.1 to 12.3 of these GTC, except for a contract whose subject matter is:

11.2. Provision of a service, if the service has been fully provided and the provision of the service has begun before the expiry of the withdrawal period with the express consent of the consumer and the consumer has declared that he has been duly informed that by expressing consent he loses the right to withdraw from the contract after the service has been fully provided, if the consumer is obliged to pay the price under the contract,

11.3. Delivery or provision of a product whose price depends on price movements on the financial market, which the trader cannot influence and which may occur during the withdrawal period,

11.4. Delivery of goods manufactured according to the consumer's specifications or custom-made goods,

11.5. Delivery of goods that are subject to rapid deterioration or spoilage,

11.6. Delivery of goods enclosed in protective packaging that is not suitable for return due to health protection or hygiene reasons, if the protective packaging was broken after delivery,

11.7. Delivery of goods which, due to their nature, may be inseparably mixed with other goods after delivery,

11.8. Delivery of alcoholic beverages, the price of which was agreed upon at the time of conclusion of the contract, whereby their delivery can be carried out after 30 days at the earliest and their price depends on market price movements, which the trader cannot influence,

11.9. Carrying out urgent repairs or maintenance during a visit to the consumer, which the consumer has expressly requested from the trader; this does not apply to a contract whose subject matter is the provision of a service other than repair or maintenance, and to a contract whose subject matter is the supply of goods other than spare parts necessary for carrying out repairs or maintenance, if the contracts were concluded during a visit to the consumer by the trader and the consumer did not order these goods or services in advance,

11.10. Delivery of sound recordings, video recordings, audiovisual recordings or software in protective packaging that was broken after delivery,

11.11. Delivery of periodicals, except for delivery under a subscription contract,

11.12. Goods purchased at a public auction,

11.13. Provision of accommodation services for purposes other than housing, transport of goods, car rental, provision of catering services or provision of services related to leisure activities, if, according to the contract, the trader is to provide these services at a precisely agreed time or within a precisely agreed period,

11.14. Supply of digital content that the trader supplies otherwise than on a tangible medium, if the supply of the digital content has begun and the consumer has given his explicit consent to the commencement of the supply of the digital content before the expiry of the withdrawal period, has declared that he has been duly informed that by giving his consent he loses the right to withdraw from the contract by the commencement of the supply of the digital content, and the trader has provided the consumer with confirmation pursuant to Section 17(12)(b) or (13)(b) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended if the consumer is obliged to pay the price under the contract.

XII. Exercise of the right of withdrawal from a distance contract and a contract concluded outside the trader's premises

12.1. The consumer may withdraw from a distance contract or a contract concluded outside the trader's premises by

a) 14 days from the date

receipt of goods by the consumer according to point 12.4.

conclusion of a contract, the subject of which is the provision of a service,

conclusion of a contract for the supply of water that is not for sale in a limited volume or in a specified quantity, and a contract for the supply and consumption of heat,

conclusion of a contract for the supply of digital content that the trader supplies otherwise than on a tangible medium,

b) 30 days from the date of conclusion of the contract in the event of or in connection with an unsolicited visit or at or in connection with a sales event.

12.2. If the trader has provided the consumer with specific information regarding the consumer's right to withdraw from the contract in the case of a distance contract and a contract concluded outside the trader's premises only subsequently, but no later than 12 months from the start of the withdrawal period under point 12.1., the consumer may withdraw from the distance contract or the contract concluded outside the trader's premises within

a) 14 days from the date on which the trader additionally fulfilled the information obligation, if the period pursuant to 12.1., letter a) has expired, or

b) 30 days from the date on which the trader additionally fulfilled the information obligation, if the period pursuant to paragraph 12.1 letter b) has expired.

12.3. If the trader has not provided the consumer with specific information regarding the consumer's right to withdraw from the contract in the case of a distance contract and a contract concluded outside the trader's premises, nor pursuant to paragraph 12.2, the consumer may withdraw from the distance contract or the contract concluded outside the trader's premises within 12 months of the expiry of the period pursuant to paragraph 12.1.

12.4. The goods are considered to have been received by the consumer at the moment when the consumer or a third party designated by him, except for the carrier, takes over all parts of the ordered goods, or if

a) goods ordered by the consumer in one order are delivered separately, at the moment of receipt of the goods that were delivered last,

b) delivers goods consisting of several parts or pieces, at the moment of taking over the last part or last piece,

c) delivers goods repeatedly over a certain period of time, from the moment of receipt of the first goods.

12.5. The consumer may withdraw from a distance contract or a contract concluded outside the trader's premises, the subject of which is the delivery of goods, even before the withdrawal period begins to run.

12.6. The consumer may exercise the right to withdraw from a distance contract or an off-premises contract in written form or in the form of a record on another durable medium, and if the contract was concluded orally, any clearly formulated statement by the consumer expressing the consumer's will to withdraw from the contract (hereinafter referred to as the "notice of withdrawal from the contract") is sufficient to exercise the consumer's right to withdraw from the contract. The consumer may use the model withdrawal form.

12.7. The withdrawal period under paragraphs 12.1. to 12.3. is deemed to have been observed if the consumer sends a notice of withdrawal from the contract to the trader no later than the last day of the period.

12.8. The consumer may withdraw from the contract only in relation to a specific product or products if the trader has supplied or provided multiple products under a distance contract or an off-premises contract.

12.9. The burden of proof regarding the exercise of the right to withdraw from the contract lies with the consumer.

XIII. Consumer rights and obligations after withdrawal from a distance contract and a contract concluded outside the trader's premises

13.1. The consumer is obliged to return the goods or hand them over to the trader or to a person designated by the trader to collect the goods within 14 days of the date of withdrawal from the distance contract or from the contract concluded outside the trader's premises pursuant to point 12.1; this does not apply if the trader proposes to collect the goods in person or through a person designated by him. The period pursuant to the first sentence is deemed to have been met if the consumer sends the goods to the trader no later than the last day of the period.

13.2. When withdrawing from a distance contract or a contract concluded outside the trader's premises pursuant to point 12.1., the consumer shall only bear the costs of returning the goods to the trader or to a person designated by the trader to take over the goods; this shall not apply if the trader has agreed to bear the costs himself or if the trader has failed to comply with the information obligation, i.e. if the trader has not provided the consumer with specific information regarding the consumer's right to withdraw from the contract in the case of a distance contract and a contract concluded outside the trader's premises.

13.3. The consumer is liable for any diminished value of the goods resulting from handling of the goods that goes beyond the handling necessary to establish the properties and functionality of the goods; this does not apply if the trader has not fulfilled the information obligation pursuant to Section 15(1)(f) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended.

13.4. The consumer is obliged to pay the trader the price for the performance actually provided by the date of delivery of the notice of withdrawal from the contract if the consumer, pursuant to Section 19, paragraph 1 of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended, withdraws from a distance contract or a contract concluded outside the trader's business premises, the subject of which is the provision of a service, the supply of water that is not for sale in a limited volume or in a specified quantity, or the supply of heat, and before the commencement of the provision of the performance, he has given his explicit consent pursuant to Section 17, paragraph 10, letter c) of Act No. 108/2024 Coll. on Consumer Protection and on Amendments and Supplements to Certain Acts, as amended. The price for the performance actually provided is calculated proportionally based on the total price agreed in the contract. The price for the performance actually provided is calculated based on the market price of the performance provided if the total price agreed in the contract is overvalued.

13.5. The consumer shall not incur any further obligations or costs from exercising the right to withdraw from a distance contract or a contract concluded outside the trader's premises pursuant to 11.1., except for the obligations pursuant to points 13.1., 13.3. to 13.5. and the obligation to pay additional costs pursuant to point 14.3.

XIV. Rights and obligations of the trader after the consumer withdraws from a distance contract and from a contract concluded outside the trader's premises

14.1. The trader is obliged to refund to the consumer, within 14 days from the date of receipt of the notice of withdrawal from the contract, all payments received from the consumer on the basis of or in connection with a distance contract, an off-premises contract or an ancillary contract, including the costs of transport, delivery, postage and other costs and fees.

14.2. The trader is obliged to refund to the consumer all payments under paragraph 14.1. to the extent corresponding to the withdrawal from the contract, unless the consumer has withdrawn from the entire distance contract or from the entire contract concluded outside the trader's premises. The trader cannot charge the consumer additional costs for transport, delivery, postage and other costs and fees.

14.3. The trader is not obliged to reimburse the consumer for additional costs if the consumer has explicitly chosen a method of delivery other than the cheapest common method of delivery offered by the trader. Additional costs are understood to be the difference between the costs of delivery chosen by the consumer and the costs of the cheapest common method of delivery offered by the trader.

14.4. The trader is not obliged to return payments to the consumer under point 14.1 when withdrawing from a distance contract or a contract concluded outside the trader's premises, the subject of which is the delivery of goods, before the goods are delivered to him or until the consumer proves that the goods have been sent back to the trader, unless the trader proposes to collect the goods in person or through a person designated by him.

14.5. The trader is obliged to refund the consumer the payments under point 14.1. in the same way as the consumer used to pay them; this does not affect the trader's right to agree with the consumer on another payment method, provided that the consumer is not charged any fees in connection with the payment.

14.6. The trader is obliged to ensure the collection of the goods at his own expense within the period according to paragraph 14.1., if, based on a contract concluded outside the trader's premises, the goods were delivered to the consumer's home at the time of conclusion of the contract and, taking into account the nature of the goods, it is not possible to send the goods back to the trader by post.

14.7. Unilateral offsetting of claims between the trader and the consumer arising from withdrawal from the contract pursuant to point 11.1 is prohibited.

14.8. The trader cannot demand from the consumer reimbursement of costs for

a) provision of a service, supply of water that is not for sale in a limited volume or in a specified quantity, or for the supply of heat during the period for withdrawal from the contract pursuant to points 12.1. to 12.3. regardless of the scope of the performance provided, if:

the trader has not provided the consumer with information pursuant to Section 15(1)(f) or (h) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended, or

the consumer has not given the trader explicit consent to start providing the service or supplying water or heat pursuant to Section 17(10)(c) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended,

(b) the full or partial supply of digital content supplied by the trader other than on a tangible medium, if:

the consumer has not given the trader explicit consent to commence the supply of digital content pursuant to Section 17(10)(c) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended,

the consumer has not declared that he has been properly informed that by expressing consent under the first point he loses the right to withdraw from the contract, or

the trader has not provided the consumer with a confirmation pursuant to Section 17(12)(b) or (13)(b) Act No. 108/2024 Coll. on consumer protection and on amendments and supplements to certain acts, as amended.

XV. Supervisory authority

15.1. The competent authority supervising legality in the field of consumer protection is:

Slovak Trade Inspection Inspectorate
with its registered office in Trenčín for the Trenčín Region
Hurbanova 59, 911 01 Trenčín
Supervision Department
phone number 032/640 01 09
fax no. 032/640 01 08
email: tn@soi.sk
e-mail for sending suggestions: podnety@soi.sk

XVI. Alternative Dispute Resolution

16.1. In the event that the consumer is not satisfied with the manner in which the Seller has handled his complaint or believes that the Seller has violated his rights, the Buyer has the right to contact the Seller with a request for redress. If the Seller responds negatively to the consumer's request pursuant to the previous sentence or does not respond to such a request within 30 days from the date of its sending to the consumer, the consumer has the right to file a proposal for the initiation of alternative dispute resolution pursuant to the provisions of Section 12 of Act No. 391/2015 Coll. on Alternative Resolution of Consumer Disputes and on Amendments to Certain Acts, as amended. The competent entity for alternative resolution of consumer disputes with the Seller is the Slovak Trade Inspection (contact details can be found <https://www.soi.sk/sk/alternativne-riesenie-spotrebitelskych-sporov.soi>), or another relevant authorized legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available on the website <http://www.mhsr.sk/>, or directly on the website <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>).

The consumer has the right to choose which of the listed alternative dispute resolution entities to contact. The consumer may use the online dispute resolution platform available on the website to submit a proposal for alternative resolution of his consumer dispute. <http://ec.europa.eu/consumers/odr/>, or directly on the website <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.chooseLanguage>.

Alternative dispute resolution may only be used by the Buyer who, when concluding and fulfilling the contract, acts in the capacity of a consumer. Alternative dispute resolution only concerns a dispute between the Consumer and the Seller, arising from or related to a consumer contract. Alternative dispute resolution only concerns contracts concluded at a distance. The alternative dispute resolution entity may reject the proposal if the quantifiable value of the dispute does not exceed EUR 20. The ADR entity may require the Consumer to pay a fee for initiating alternative dispute resolution up to a maximum of EUR 5 including VAT.

All further information regarding alternative dispute resolution between the Seller and the Buyer - consumer arising from the Purchase Agreement as a consumer agreement or related to the Purchase Agreement as a consumer agreement is provided on the website of the Ministry of

Economy of the Slovak Republic www.mhsr.sk and in Act No. 391/2015 Coll. on alternative resolution of consumer disputes and on amendments to certain acts, as amended.

XVII. Supplementary provisions

17.1. The Seller shall not conclude a purchase agreement or carry out the sale, brokerage or delivery of alcoholic beverages /products/, tobacco products and other products to persons (Buyers) who have not reached the age of 18 at the time of conclusion of the purchase agreement, and whose sale to persons under the age of 18 is prohibited, in accordance with and in accordance with the valid and effective legal regulations of the Slovak Republic. In connection with the above, the Seller shall verify the fulfilment of the condition of reaching the age of 18 of the Buyer, by checking the age through the Buyer's identity document /identity card or passport/, when handing over the order to the Buyer. The Seller shall carry out the above through an authorized person who is to deliver the order to the Buyer. If the Buyer is under the age of 18, or if the Buyer does not prove or refuses to prove his or her age, the Seller will not deliver the order to the Buyer and the purchase contract will expire.

XVIII. Information on adopted codes

18.1. The trader informs consumers that there are no special relevant codes of conduct to which the Seller has undertaken to comply, whereby a code of conduct is understood to mean an agreement or a set of rules that define the conduct of the Seller, who has undertaken to comply with this code of conduct in relation to one or more specific business practices or business sectors, if these are not established by law or other legal regulation or measure of a public administration body, which the Seller has undertaken to comply with, and the manner in which the consumer can familiarize himself with them or obtain their text.

XIX. Consumer product evaluation

19.1. The merchant does not control and limit product reviews only to persons who have purchased the product from the merchant.

XX. Final provisions

20.1. The Seller reserves the right to change the General Terms and Conditions. The obligation to provide written notice of changes to the General Terms and Conditions is fulfilled by posting them on the Seller's Website. In the event of a change to the General Terms and Conditions, the relationship between the Buyer and the Seller is governed by the General Terms and Conditions valid and effective at the time of conclusion of the Purchase and Sale Agreement, until its termination.

20.2. These General Terms and Conditions form an integral part of the Complaints Procedure and the Principles and Instructions on the Protection of Personal Data of this Website. The documents

- Complaints Procedure and the Principles and Instructions on the Protection of Personal Data of this Website are published on the domain of the Seller's Website.

20.3. These General Terms and Conditions shall enter into force and effect upon their publication on the Seller's Website on 18.06.2025