



GENERAL TERMS AND CONDITIONS
of the business company
I cuccioli di carlotta, s.r.o.

I. Definition of Terms

For the purposes of these General Terms and Conditions, they have the following meaning:

1. *GTC - General Terms and Conditions*
2. *Seller – the business company I cuccioli di carlotta, s.r.o. with its registered seat at Ďurkova 12, 949 01 Nitra, Company ID: 46 792 147, incorporated in the Commercial Register of District Court Nitra, Section: Sro (Ltd.), Insert number: 32303/N, mail: info@icucciolidicarlotta.it.*
3. *Goods – the dog breed Exotic French Bulldog, including all other assortment related to the sale of this breed, which the seller makes available, markets and sells in the course of its business*
4. *Buyer – consumer*
5. *Consumer - a natural person who obtains goods from the seller for his personal consumption against a payment*

II. General Provisions

1. *The business company I cuccioli di carlotta, s.r.o. is engaged in the retail sale of the dog breed Exotic French Bulldog and related products ("puppy")*
2. *These GTC become part of every purchase contract. The buyer agrees to these GTC at the time of concluding the purchase contract.*
3. *These GTC take precedence over oral, telephone or other arrangements made in a form other than written. Information provided or performed by the seller's employees or other persons authorised by the seller is non-binding for both contracting parties until it is expressly confirmed in writing by the seller. Any arrangements other than these GTC are binding on the seller only if they are confirmed in writing and explicitly by persons authorised to act on behalf of the seller.*

III. Validity of Conditions, Conclusion of the Purchase Contract

1. *These GTC apply without exception to all rights and obligations of the contracting parties resulting from the purchase contracts, the subject of which is the sale of a puppy by the seller to the buyer. These GTC are binding on both contracting parties from the moment of concluding the purchase contract.*
2. *The oral purchase contract is considered concluded at the moment of acceptance of the seller's offer by the buyer.*
3. *The written purchase contract is considered concluded at the moment of its signing by both contracting parties.*
4. *The rights and obligations of the contracting parties under the purchase contract between the seller and the consumer are governed by the provisions of Act No. 40/1964 Coll. Civil Code, as amended. The purchase contract is in accordance with Article 3 (1) of Regulation (EC) No 593/2008 of the European*



Parliament and of the Council on the law applicable to contractual obligations (Rome I) is governed by Slovak law.

IV. Order

- 1. The buyer orders the puppy by filing the request in person, by e-mail, telephone or in writing.*
- 2. Without prejudice to the validity of the purchase contract, the seller may also accept an order made otherwise than in accordance with clause 1 of this article, but it has the right to request a written or electronic order, which becomes binding on the buyer from the moment of its acceptance by the seller. The seller is not obliged to accept the order.*

V. Terms of Delivery

- 1. The seller always tries to meet the delivery deadlines within objective possibilities, and delivers the puppy in the shortest possible time. Delivery term is calculated from the date of order confirmation by the seller.*
- 2. The seller delivers the ordered puppy after receiving the order, as soon as possible depending on the age of the pet and the legal requirements for its transfer imposed by special legislation.*
- 3. In case of an objective obstacle to deliver the puppy within the period under clause 2 of this article of the GTC, the seller informs the buyer about such obstacle, reasons and cause of delay with delivery without any undue delay and agrees with him on the next procedure.*
- 4. The seller delivers the ordered puppy by physically handing it over to the buyer, or by handing it over to the first carrier for transport for the buyer to the address specified by the buyer in the order. The shipping and delivery costs are borne by the buyer. The buyer has the right to choose a specific carrier.*
- 5. The seller has the right to require the buyer to sign the receipt immediately after taking over the puppy. By signing the receipt, the buyer confirms the proper receipt of the animal without obvious defects.*
- 6. If the buyer is delayed in taking over the puppy, the seller is entitled to additionally charge the buyer for the costs associated with storage, care and re-delivery of the puppy, or other related costs.*

VI. Purchase price, Maturity

- 1. The buyer is obliged to pay the seller the purchase price determined based upon mutual agreement for the delivered puppy.*
- 2. The shipping costs are not included in the purchase price of the goods.*
- 3. The seller can provide the buyer with individual discounts on the purchase price. There is no legal entitlement to an individual discount.*
- 4. The buyer pays the purchase price of the goods in advance. The right to the handover of the puppy to the first carrier arises for the buyer at the time of payment of the full purchase price to the seller.*

VII. Ownership and Risk of Damage to the Puppy

- 1. The ownership of the delivered puppy passes to the buyer on the day of full payment of the purchase price. The risk of damage to the goods passes to the buyer at the time of its delivery to the buyer or the first carrier.*
- 2. If, for any reason, the puppy is delivered to the buyer before full payment of the purchase price, the seller remains its sole owner until all obligations are met by the buyer.*



VIII. Defect Liability, Warranty Conditions, Contract Termination

1. *Due to the special nature of the subject of the transfer of ownership - living animals as individual and irreplaceable living beings with special nature, character and appearance traits, the responsibility of the seller has a special nature related to the health status of the animal.*
2. *The buyer is obliged to inspect the puppy immediately after the transfer of risk and no later than 5 days after receiving the puppy, to visit a veterinarian and undergo checks of its health at least to the extent specified in the purchase contract. If the contract stipulates that the puppy will be sent to the seller, the inspection may be postponed until the puppy is transported to its destination.*
3. *At the same time, the buyer is obliged to respect and apply from the time of taking over the puppy all the recommendations and warnings of the seller contained in the purchase contract and its annexes, regarding care, hygiene, feeding and general attitude to the puppy. In case of any ambiguity, the buyer is entitled to contact the seller, using the contact numbers and addresses listed in the purchase contract and its annexes.*
4. *If, within 14 days of receiving the puppy, it shows congenital life-threatening birth defects requiring lifelong treatment or resulting in a reduced quality of life, the buyer is entitled to claim financial compensation from the seller in the form of an additional discount on the puppy's purchase price (agreed in an individual amount according to the type of birth defect) or to request the replacement of the puppy or to require the puppy to be returned to the seller, but only on the basis of a detailed report from the veterinarian stating the diagnosis, cause of illness/defect/deformation and duration of the treatment. The condition for the exercise of any claim under this clause is the fulfilment of all obligations of the buyer under clauses 2 and 3 of this article and of all contractual obligations contained in the purchase contract and its annexes.*
5. *In the event of any of the buyer's claims under clause 4 of this article, the seller is entitled to have the puppy re-examined at its own expense. If the diagnosis is not confirmed, the cost of re-examination is borne by the buyer.*
6. *The puppy may not be used for reproduction without the prior consent of the seller.*
7. *The seller is not responsible for it whether the puppy will be successful in shows or work, despite its current expectations, appearance and condition.*
8. *The seller has the right to check the buyer's care of the puppy for at least 1 year from the takeover. For this purpose, the buyer is obliged to provide the seller with proper cooperation (upon request, for example, to deliver photos, videos, etc.). In case the seller finds serious deficiencies in the care of the puppy by the buyer, gross negligence or abuse of the puppy, the seller is entitled to take the pet from the buyer for protection, even against the buyer's will and without the right to a refund of the purchase price. In such a case, the purchase price will be used to save the puppy's health and life.*
9. *The buyer may exercise the rights arising from defects under this article of the GTC at the seller by a clear statement in paper form, in the form of a record on another durable medium, or electronically via e-mail.*
10. *Upon withdrawal from the contract, the seller is not obliged to return the received payment to the buyer before the puppy is delivered back, or until the buyer proves sending the puppy back to the seller.*



IX. Disputes

- 1. The jurisdiction of the courts for all litigation between the contracting parties is governed by the provisions of Act No. 160/2015 Coll. Code of Civil Procedure.*

X. Final Provisions

- 1. By accepting these GTC, all previous versions of the GTC are cancelled.*

Done in Nitra, date: 2 December 2021