

EHOSS Sales and Refund Policy

Preamble

This Sales and Refund Policy outlines the principles and procedures that govern the sale of products and provision of services by EHOSS through its authorized partners and distributors. EHOSS, as a manufacturer, does not engage directly with end consumers except for select services and adheres to European Union legal standards, ensuring transparency, compliance, and fairness in all operations. This Policy is designed to establish clear rules and protect the rights of all parties involved.

Terminology

The following terms are used in this Policy:

- **EHOSS** – manufacturing company EHOSS s.r.o., registered at Gogolova 326/18, 851 01 Bratislava, Slovakia.
- **Products** – any goods, raw materials, equipment, software manufactured or supplied by EHOSS.
- **Services** – additional services provided by EHOSS, including delivery, installation, maintenance, warranty support, and certification.
- **Partners** – authorized companies appointed by EHOSS to sell Products and provide Services in local markets.
- **Distributors** – companies that purchase Products from EHOSS and resell them to End Consumers.
- **End Consumers** – individuals or entities purchasing Products via Partners or Distributors.
- **Public Offer** – information presented on the EHOSS website, including the essential terms and conditions for the sale and refund of Products.
- **Policy** – this EHOSS Sales and Refund Policy.

1. General Provisions

1.1. EHOSS acts exclusively as a manufacturer and does not engage directly in sales or interactions with End Consumers, except for select Services provided under specific agreements.

1.2. EHOSS is not liable for actions or omissions by Partners or Distributors, including:

- Failure to meet obligations toward End Consumers.
- Alteration of sales terms without EHOSS's prior approval.

1.3. This Policy is established in accordance with European Union laws, including:

- Consumer Rights Directive (Directive 2011/83/EU)
- Sales of Goods Directive (Directive 1999/44/EC)
- General Data Protection Regulation (GDPR)
- Digital Content Directive (Directive 2019/770/EU)

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2. Sales via Partners and Distributors

2.1. All sales of EHOSS Products are conducted exclusively through authorized Partners and Distributors.

2.2. Responsibilities of Partners and Distributors.

Partners and Distributors are required to provide End Consumers with accurate information about the Products and Services, including:

- **Technical Specifications**
Comprehensive descriptions of Products, including functionality and performance characteristics.
- **Sales, Refund, and Warranty Conditions**
Clear and understandable terms that comply with EU and local laws.
- **Applicable Taxes, including VAT**
Information about taxes in accordance with local regulations and whether they are included in the price.

- **Documentation and Certifications**

Provision of necessary documents, including:

- User manuals.
- Certificates of conformity.
- Documents required under local legislation for the sale of Products.

- **Training and Support**

- Organization of training for End Consumers where necessary to ensure the safe and proper use of Products.
- Warranty and post-warranty support, including consultations and repairs.

- **Compliance with Local Requirements**

Ensuring all information, documentation, and services comply with local laws and regulations.

2.3. EHOSS Oversight

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- EHOSS reserves the right to monitor the compliance of Partners and Distributors with these obligations. Non-compliance may result in the termination of cooperation and the revocation of rights to sell EHOSS Products.

3. EHOSS Services

3.1. EHOSS may provide the following Services directly or through Partners:

- Delivery of Products.
- Installation of equipment.
- Warranty and maintenance support.
- Certification of Products, raw materials, and processes.

3.2. Liability for Services

- EHOSS is only responsible for Services provided directly by the company. Other Services are governed by terms set by Partners or Distributors.

3.3. Local Restrictions

- EHOSS reserves the right to refuse the provision of Services if it contradicts local requirements or internal company policies.

4. Return and Refund Policy

4.1. Returns of Products can only be processed through Partners or Distributors, who are required to inspect the quality of returned Products.

4.2. Standard Return Conditions

- Returns are accepted within 14 days from the date of receipt of the Products, provided they:
 - Are undamaged.
 - Are in their original packaging.
 - Are accompanied by a receipt or proof of purchase.

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4.3. Exclusions from Returns

- Products manufactured to individual specifications or activated digital Products are non-returnable.
- Products and Services that are non-returnable under European legislation are also excluded, including:
 - Products with expired shelf lives.
 - Products not suitable for return due to hygiene or sanitary reasons if their packaging has been opened.
 - Services fully performed by EHOSS or Partners prior to the return request, where the End Consumer explicitly consented to the commencement of performance.

5. Prices, Taxes, and Payments

5.1. Pricing

- Product prices are determined in compliance with local legislation, including applicable tax obligations (e.g., VAT).

5.2. Transparency in Pricing

- Partners and Distributors must inform End Consumers about:
 - Applicable taxes.
 - Additional charges for currency conversion, if applicable.

5.3. Payments

- Payments from End Consumers can be processed through Partners, Distributors, or directly with EHOSS.
- EHOSS is not responsible for errors or delays in payments made through third parties.

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6. Transparency of Public Offer

- EHOSS ensures the publication of the following on its website:
 - Comprehensive descriptions of Products, including specifications, photos, etc.
 - Terms of returns and warranties.
 - Contact information for authorized Partners and Distributors.
 - Privacy policy.

7. Disclaimer of Liability

7.1. EHOSS disclaims liability for:

- Breaches of obligations by Partners or Distributors.
- Changes to sales terms without EHOSS's prior approval.

- Losses caused by actions of third parties.

7.2. End Consumers are required to initially address their claims to Partners or Distributors.

8. General And Other Provisions

8.1. This Policy constitutes an integral part of the Public Offer presented by EHOSS and is binding for all Partners, Distributors, and End Consumers who engage with EHOSS Products and Services.

8.2. EHOSS reserves the right to update or amend this Policy without prior notice. Any changes will be published on the EHOSS website and come into effect from the date of publication unless otherwise specified.

8.3. If any provision of this Policy is deemed invalid or unenforceable by a competent authority, such provision shall be limited or removed to the minimum extent necessary, and the remaining provisions shall remain in full force and effect.

8.4. In case of any disputes arising from the interpretation or application of this Policy, all efforts shall be made to resolve the matter amicably. If resolution cannot be achieved within 30 days, the matter may be referred to mediation or settled through the competent courts of Slovakia, based on the location of EHOSS.

8.5. This Policy, along with any related terms and conditions, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior written or oral agreements.

8.6. The rights and obligations under this Policy cannot be transferred to third parties without the prior written consent of EHOSS.

8.7. All transactions and interactions are governed by the laws of the European Union and the Slovak Republic, with Slovak courts having exclusive jurisdiction over any disputes.