



**Potravinový
inkubátor**
SPU v Nitre

GENERAL TERMS AND CONDITIONS



General Terms and Conditions

Potravinový inkubátor SPU v Nitre s. r. o.

Effective from: **19 August 2025**

1. Identification of the seller

- **Business name:** Potravinový inkubátor SPU v Nitre s. r. o.
- **Registered office:** Tr. A. Hlinku 2, 949 76 Nitra, Slovak Republic
- **Company ID:** 55 541 160
- **VAT number:** 2122026478
- **Entry in the Commercial Register of the Slovak Republic:** Commercial Register of the District Court of Nitra, section: Sro, file no.: 60708/N
- **The seller is not a VAT payer.**
- **Bank account:** SK06 1100 0000 0029 4316 1204
- **Contacts:** potravinovyinkubator@uniag.sk, +421 908492432
- **Website:** www.potravinovyinkubator.sk
- **Supervisory authority:** Slovak Trade Inspection, SOI Inspectorate for the Nitra Region, Staničná 9, P. O. BOX 49A, 950 50 Nitra 1, Supervision Department, tel. no. 037/772 02 16

2. Definition of terms

- **Seller** – Potravinový inkubátor SPU v Nitre s. r. o.
- **E-shop** – the Seller's online interface on the website www.potravinovyinkubator.sk.
- **Buyer – Consumer ("Consumer")** – any natural person who orders and purchases Goods through the E-shop and who, when concluding and performing the contract, does not act within the scope of their business activity or profession, within the meaning of Act No. 108/2024 Coll. and the Civil Code.
- **Buyer – Entrepreneur ("Entrepreneur")** – a natural or legal person who orders and purchases Goods through the E-shop within the scope of their business activity or profession; they shall provide identification details in the order (in particular, their company ID number, VAT ID number, business name and registered office). 's contracts with Entrepreneurs are not subject to consumer protection provisions, unless expressly stated otherwise in these GTC.



- **Buyer** – a common term for both Consumers and Entrepreneurs, unless expressly stated otherwise.
- **Goods** – products in the Seller's E-shop
- **Order** – the Buyer's proposal to conclude a purchase contract submitted via the E-shop.
- **Contract** – a distance purchase contract concluded between the Seller and the Buyer in accordance with these GTC.
- **Complaint** – exercising rights arising from defects in goods.

3. Pre-contractual information for consumers

- **Language:** The contract is concluded in the Slovak language.
- **Archiving:** We archive the contract (order and confirmation) in electronic form for the period necessary for its processing and to fulfil legal obligations; it is not publicly accessible. You will receive a copy of the order confirmation by email.
- **Technical steps of the order:** selection of goods and placing them in the basket → filling in identification and delivery details → choice of transport and payment → summary → click on the "**Order with payment obligation**" button. You can check and correct the details before sending the order.
- **Conclusion of the contract:** The contract is concluded when the Seller sends an email confirmation of the order.
- **Duration of obligations:** The Buyer's obligations continue until the Contract is fully fulfilled (in particular, payment of the price and acceptance of the Goods).
- **Territorial restrictions:** We deliver within the Slovak Republic.

4. Goods, quality and food information

- For each Goods, we provide mandatory food information in accordance with applicable regulations (in particular EU Regulation No. 1169/2011), in particular the composition, net weight, minimum durability date/use-by date and storage conditions.
- The photographs shown are illustrative; the description and specifications of the Goods are decisive.

5. Prices and payment terms

- **Prices are final.** The Seller is not a VAT payer; VAT is not applied to the price.



- The price of the Goods is increased by the price of transport in accordance with Article 6; the exact amount is displayed in the basket before the order is sent.
- **Payment methods:**
 - **Online by credit card** (Visa, Mastercard, Maestro) via **Global Payments** with 3D Secure support. Credit card details are processed by the payment gateway provider.
 - **Bank transfer** to the Seller's account.
- The obligation to pay arises on the date of conclusion of the Contract; for payments by bank transfer, the due date is specified in the payment instructions.
- We will enclose the tax document (invoice/cash register receipt) with the shipment or send it electronically.

6. Transport, delivery and acceptance

- **Delivery methods (Slovak Republic):**
 - Packeta – **collection point (Zásielkovňa): €3.50**
 - Packeta – **courier to address: €5.00**
- **Delivery time:** usually 2–5 working days from order confirmation and payment receipt; no later than 30 days. If delivery is not possible, we will inform you immediately and refund your payment.
- **Transfer of risk of damage and inspection of the shipment:**
 - For Consumers, the risk of damage to the Goods passes to them upon **receipt**. If the Consumer appoints their own carrier, the risk passes to **the carrier** upon **handover of the Goods**.
 - When taking delivery, check that the packaging is intact; if there is obvious damage, you may refuse the shipment. Make a record with the carrier and contact us immediately.

7. Conclusion of the contract, availability and obvious errors

- The offer of Goods on the E-shop is a **non-binding invitation**; the Contract is concluded only upon email confirmation of the order.
- If the Goods are not available, we may refuse the order or suggest a change; we will always inform you in advance and refund your money if you have paid in advance.



- In the event of **an obvious error in the price** (e.g. mistake in the order, zero price), we are not obliged to deliver at the incorrect price; we will offer to conclude the Contract with the correct price.

8. Consumer's right to withdraw from the contract

- The consumer may **withdraw** from the Contract without giving any reason within **14 days** of receiving the Goods (in the case of gradual delivery, from the receipt of the last item).
- To exercise this right, it is sufficient to send a clear statement (by e-mail or post to the contacts in Article 1). You can use **the Withdrawal Form** in **Appendix 2** of these GTC.
- **Returning the Goods:** After withdrawal, send the Goods back within **14 days** of the date of notification of withdrawal. The Goods must be complete and properly packaged; Goods **sealed for health or hygiene reasons** (e.g. food with a protective seal) can **only** be returned **with the seal intact**. **The direct costs** of returning the Goods shall be borne by the Consumer.
- **Refunds:** We will refund without undue delay, no later than **14 days** from receipt of the notice of withdrawal, using the same method of payment, unless otherwise agreed; we may wait until the Goods are returned or proof of shipment is provided. We will also refund the original postage, but only up to the amount of the **cheapest** delivery option **offered**.
- **Liability for reduction in value:** The consumer is liable for any reduction in the value of the Goods resulting from handling beyond what is necessary to ascertain the nature and characteristics of the Goods.
- **Exceptions to the right of withdrawal** (if the legal conditions are met):
 - Goods subject to **rapid deterioration or spoilage**,
 - Goods **sealed in protective packaging** for health/hygiene reasons, if the packaging has been **broken** after delivery,
 - Goods that have been **inseparably mixed** with other goods after delivery.
- **An entrepreneur does not have** the right of withdrawal under this article unless it is expressly granted.

9. Liability for defects and complaints (complaints procedure)



- We are responsible for ensuring that the delivered Goods are free of defects upon receipt and are in accordance with the Contract.
- **Making a complaint:** immediately by e-mail (see Article 1) or by post; please state the order number, description of the defect and, if applicable, photographs.
- **Processing time:** We will process your complaint **without undue delay, no later than 30 days** after it is filed; we will inform you of the result on a durable medium.
- **Method of processing:** appropriate **repair, replacement, appropriate discount** or **withdrawal** (in the event of a substantial breach), depending on the nature of the defect and legal regulations.
- **Food specifics:** Defects caused by **improper storage** by the Buyer or defects related to **the expiry of the minimum shelf life/use-by date** cannot be recognised.
- **Address for complaints/returns:** Tr. A. Hlinku 2, 949 76 Nitra, Slovak Republic (or another address listed on the website).
- **Cash on delivery: Do not send** the claimed/returned Goods **cash on delivery** – we do not accept cash on delivery shipments.

10. Discounts and coupons

Discount codes cannot be combined unless otherwise stated. If an order is cancelled/returned, the coupon will not be reinstated unless otherwise agreed.

11. Alternative dispute resolution (ADR) and supervisory authorities

- If you are not satisfied with the way your complaint has been handled, you can contact us with a request for redress. If we respond negatively or do not respond within 30 days, you can submit a proposal for **alternative dispute resolution** to the relevant ADR body (e.g. **Slovak Trade Inspection**) or another body listed in the ARS list of the Ministry of Economy of the Slovak Republic <https://www.mhsr.sk/obchod/ochrana-spotrebitela/alternativne-riesenie-spotrebitelskych-sporov-1/zoznam-subjektov-alternativneho-riesenia-spotrebitelskych-sporov-1>
- **Supervisory authorities by product range:**
 - Slovak Trade Inspection (SOI) – supervision of the supply and sale of products and the provision of services,
 - Public Health Authority of the Slovak Republic and relevant Regional Public Health Authorities – public health,



- State Veterinary and Food Administration of the Slovak Republic – supervision of the supply and sale of food.

12. Personal data protection and cookies

The processing of personal data in the operation of the E-shop, orders, payments and delivery is governed by **the Personal Data Protection Policy** and **the Cookie Policy** published on the Seller's website; they form an integral part of the contractual documentation.

13. Intellectual property

The content of the E-shop (texts, photographs, graphics) is protected; its use beyond personal needs without the prior consent of the Seller is prohibited.

14. Retention of title (especially for B2B)

Ownership of the Goods shall pass to the Buyer only upon **full payment** of the purchase price. Until that moment, the Buyer is obliged to refrain from handling the Goods in a manner that could jeopardise the Seller's rights.

15. Final provisions

- Rights and obligations not regulated by these GTC shall be governed in particular by the provisions **of the Civil Code, Act No. 108/2024 Coll., Act No. 22/2004 Coll.** and related regulations; in the case of Contracts with Entrepreneurs, **the Commercial Code** shall apply subsidiarily.
- The Seller may amend the GTC; the new version shall take effect on the date of its publication in the E-shop and shall not affect Contracts already concluded.
- These GTC shall take effect on **19 August 2025**.



Appendix 1: Information on the Consumer's right to withdraw from the contract

1. The Consumer has the right to withdraw from the Contract without giving any reason within 14 days from the date on which the Consumer or a third party designated by the Consumer (other than the carrier) takes delivery of the Goods; if the Goods are delivered in parts, from the date of delivery of the last part.
2. To meet the deadline, it is sufficient for the Consumer to send a notice of exercising the right of withdrawal before the deadline expires.
3. If the Consumer withdraws from the Contract, the Seller shall refund all payments received, including delivery costs (up to the amount of the cheapest delivery option offered) without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal; the Seller may withhold the refund until the Goods are returned or proof of their dispatch is provided.
4. The Consumer shall bear **the direct costs** of returning the Goods.
5. The Consumer is responsible for any reduction in the value of the Goods resulting from handling beyond what is necessary to determine the nature and characteristics of the Goods.
6. **Exceptions:** The right of withdrawal does not apply to Goods subject to rapid deterioration or spoilage; to Goods sealed in protective packaging for health or hygiene reasons, if the packaging has been broken after delivery; and to Goods that have been inseparably mixed with other goods after delivery.



Annex 2: Contract withdrawal form (fill in and send only if you wish to withdraw from the contract)

CONTRACT WITHDRAWAL FORM

Complete and send this form only if you wish to withdraw from the contract.

Addressee:

Potravinový inkubátor SPU v Nitre s. r. o.

Tr. A. Hlinku 2

949 76 Nitra

Slovak Republic

E-mail: potravinovyinkubator@uniag.sk

I/We hereby give notice that I/we withdraw from the contract for the purchase of the following goods:

Name of goods:

Date of order/date of receipt:

Order number:

Consumer's first and last name:

Consumer's address:

IBAN (for refunds, unless otherwise agreed):

Consumer's signature

(only if this form is sent in paper form):

Date: