

GENERAL TRADE TERMS

§ 1 Validity

The trade relationship between Foto ANTAL s.r.o. ,Šávoľská 1 , 986 01 Fil'akovo, Company ID: 36 645 656, Slovak Republic ,(hereinafter as " Foto ANTAL s.r.o.") and the client shall be solely subject to the following trade terms as listed on the internet at the time of ordering. For the purpose of on-line ordering the client may save and/or print these trade terms in his/her computer.

For its orders Foto ANTAL s.r.o. uses its own infrastructure and system. For the purposes of processing the orders the internal system shall further use only those personal data and image data necessary for proper order processing.

§ 2 Contract partner

The contract partner of the client is Foto ANTAL s.r.o. company residing at Šávoľská 1, 986 01 Fil'akovo, Slovak Republic.

§ 3 Contract

The client orders via the website www.antalphotobooks.com to Foto ANTAL s.r.o. the production of photo products– photo books, photo book boxes, cd/dvd covers, photographs, etc. (hereinafter as the „Product“). The contract is considered as concluded shall the Foto ANTAL s.r.o. company confirm through e-mail the order, which the Client sent to Foto ANTAL s.r.o. company through website www.antalphotobooks.com

§ 4 Prices

Delivery of products shall be effected for prices valid upon the date of contract, as listed in the price list on www.antalphotobooks.com . The price contains the value of the order. The price does not contain shipping costs including any taxes or other parts of the price. Any price is construed in EUR or USD /for the states of North and South America/. The price does not include applicable value added tax (VAT). When shipping to non-EU countries, any customs to be paid shall not be borne by Foto ANTAL s.r.o. Any further customs related fees shall be paid by Client.

§ 5 Right to termination and claim

There is no right to terminate the order with regard to the fact that the photos are made under requirements of the Client and are adjusted solely for his/her personal needs. In case the order is not yet in the production process, it is possible to terminate it in writing at e-mail address info@antalphotobooks.com. Whether the order is in the production process is possible to find out by phone at +421 908 060 050 or +421 905 326 927 and then ask in writing for its termination.

§ 6 Delivery, shipping

Standard delivery of products is 10 working days minimum /2 weeks/. During September – October – November and December the delivery period may be longer. For deliveries we use courier services of DPD or UPS /abroad we use various other courier services depending on the country / and FedEx. Dispatches are delivered directly to recipients. Upon sending the dispatch the recipient is notified of the shipment through text messaging or e-mail or by phone or e-mail stated in the order unless

otherwise agreed between orderer and Foto ANTAL s.r.o. Foto ANTAL s.r.o. company is entitled to make partial deliveries. Default in delivery caused by Foto ANTAL s.r.o. does not entitle the Client to compensation for damages. In case personal delivery was agreed, the Client is obliged to take the product as soon as possible at the address of Foto ANTAL s.r.o.. Foto ANTAL s.r.o. is obliged to store the product – upon sending the reminder notice regarding the receipt of order – for a maximum of 2 months.

§ 7 Payment

Payment for the order is made in cash in the company office, by bank transfer, COD or PayPal. Unless the payment is made in cash or by COD, the order shall be paid in advance prior to its dispatch or personal receipt.

§ 8 Proprietary rights

The product shall remain in the property of Foto ANTAL s.r.o. until any and all products of the order are paid.

§ 9 Guarantee

The product is defective shall it not comply with technical standards of digital developing and processing of the photo or other photo products. Client is obliged to claim apparent and noticeable defects forthwith upon the goods delivery within 5 days as of receipt. Claim of noticeable defects made after this period is excluded. Hidden defects shall be claimed forthwith after being recognized, however, within a maximum of six months being the legal guarantee. With legitimate claims Foto ANTAL s.r.o. first has the right to a compensatory delivery. Solely in case the compensatory delivery is not possible or is defective, Client is entitled to require the contract termination or price discount. In any other cases the guarantee is governed by the rules of commercial law. Guarantee for subsequent damage is excluded.

§ 10 Liability

Foto ANTAL s.r.o. is only liable for product damages until order shipment. Any other claims of Client regardless of the legal title are excluded. Foto ANTAL s.r.o. is not liable for the damage or loss of data in data transmissions and on servers of Foto ANTAL s.r.o.. Foto ANTAL s.r.o. is not liable for the qualities of products. It is only liable for qualities of products, if Foto ANTAL s.r.o. gives such assurance explicitly and in writing.

§ 11 Data protection, data security

Client is aware and agrees that any and all personal data necessary for processing the order and storage are saved on data carriers. Client explicitly agrees with inquiring, processing and using personal data. Such processing is carried out with regard to act on personal data protection. Foto ANTAL s.r.o. handles confidentially with all data. Client is entitled to withhold his/her consent any time for the future. In case of withholding Foto ANTAL s.r.o. company undertakes to delete personal data immediately except for the case the order is not processed. When making order with Foto ANTAL s.r.o. the company assumes that Client saves his/her data also after the delivery. Foto ANTAL s.r.o. does not save data provided by Client. Image data sent by Client will be deleted upon processing order. Exception is the image data save by request of Client.

§ 12 Copyright, criminal law

Client is liable for the content of the transmitted image files. Foto ANTAL s.r.o. assumes that Client has the necessary copyright, branding or other rights when transmitting or saving image data. Consequences from violating such rights shall be borne solely by Client. Upon making order the Client declares the content of transmitted image files does not violate any criminal acts, notably rules against sharing child pornography. Should Foto ANTAL s.r.o. company discover this declaration was violated, the company shall forthwith notify the competent criminal authorities.

§ 13 Place of performance, court and applicable law

Place of performance of all obligations arising from this contract is the company office of Foto ANTAL s.r.o.. Any and all legal disputes related to this trade relation shall be governed solely by Slovak legal order. Should the client have no place of residence or permanent address in Slovakia the competent court is the court of Lučenec.

§ 14 Salvatore Clause

Should any provisions of these General Trade Terms and/or its amendment become ineffective, this does not touch the effectiveness of the remaining provisions. They remain effective for both contractual parties. Should only one single provision be ineffective, both contract partners shall try to make a new contract to the benefit of both of them, coming closest to the economic purpose of the ineffective provision.

Personal data protection

We fully respect the privacy of our customers, however, to process their orders we need certain personal data, which will be used solely for shipping ordered products and for communication with Clients.

System operator of Antal Photo Books, Foto ANTAL s.r.o. company hereby declares that personal data of its customers acquired through registration upon ordering of products, shall be handled under "Act No. 428/2002 of the Code of Acts on Personal Data Protection".

The above mentioned Act also states the obligation not to provide acquired personal data to third parties. Exception to this is the delivery of products by courier services, provision of necessary data to external delivery services for the purposes of delivering the dispatch.

Under § 20 Section 3 of the Act above, system operator of Antal Photo Books, being Foto ANTAL s.r.o. company also undertakes by the request of clients to forthwith delete his/her personal data from database and system.

Operator reserves the right to withdraw from the guarantee of secure handling with personal data of clients in case of attack by unknown offender. In such case the above mentioned rules regarding the data handling shall not apply.

