

General Terms & Conditions for Tesco Zásielka

These General Terms & Conditions for Tesco Zásielka are set out by the company **TESCO STORES SR, a.s.** with the registered seat at Cesta na Senec 2, 821 04 Bratislava, ID 31321828, registered in the Commercial Register of the Bratislava I District Court, Section: Sa, File No.: 366/B, TIN: 2020301140, VAT number: SK7020000317 (hereinafter "**Tesco**").

I. Tesco Zásielka

1. General Information

These General Terms and Conditions (hereinafter "**the GTC**") sets out the conditions for use of services designated as "Tesco Zásielka" (hereinafter "**the Service**") provided by Tesco accessible on the website www.tesco.sk in the Grocery Home Shopping section (hereinafter "**the Website**").

The Service lies in the presentation of Tesco goods (hereinafter "**Goods**") on the Website, enabling the Customer after registration and login to create a shopping list containing the goods of the Customer (hereinafter "**Shopping List**"), and in the delivery (and purchase) of Goods. The Goods displayed on the website does not constitute a binding offer to purchase Goods pursuant to the law of the Slovak Republic.

The Service may be used only by a natural person who has reached the age of 18, expressed consent with these GTC and duly registered on the Website (hereinafter "**the Customer**"). The Customer is not a legal person, natural person – entrepreneur, or a natural person under 18 years of age. Tesco reserves the right to refuse the delivery of Goods, which in view of all the circumstances was not made for a household or a natural person.

II. Customer Registration

1. Registration Form

Creating a Shopping List, ordering the delivery of Goods from the Shopping List and the subsequent purchase of Goods is only possible if the Customer duly and correctly (properly) completes the registration form located on the Website where there is the necessary data for the future creation of Shopping Lists and the order of Goods delivery, i.e. the name and surname of the customer, the exact delivery address, telephone number, e-mail address (which will later be used as the username) and password, and the confirmation that the Customer is acquainted with these GTC and Privacy Policy and their acceptance of these GTC and Privacy Policy (hereinafter "**Registration**").

The Customer is required at registration to present only information that is timely, true, accurate and complete. After registration the Customer will create an account on the Website, through which the Customer can create Shopping Lists and order the delivery of Goods within the Services (hereinafter "**Account**").

2. Clubcard

A Customer who is also a member of the Tesco loyalty program called Clubcard may indicate during the Registration in the form the number of their Clubcard (cards), and in order to collect

points earned on purchases and using the Clubcard in the Service. Clubcard points will be credited to the relevant account of the Clubcard customer always at the end of the calendar month in which the Goods were actually bought by the Customers. In the case of returning Goods purchased within the prescribed period, the Customer will deduct from their Clubcard account number the Clubcard points corresponding to the costs of returning the Goods.

3. Update of Data

In the event of a change of Customer data indicated during Registration on the Website, the Customer is required to update the data at the next log in to their Account, using the tab "My Account" (i.e. registration form) or through Customer Helpline. The Customer Helpline is a toll-free customer support designed to eliminate technical problems, error, malfunction or the reduced functionality of the Website (see article III., section 3. Using and Managing the Website). Tesco is not responsible for the following consequences:

- a. giving false or incomplete information during registration, or the failure of the Customer to update it;
- b. making username and password available to third party Customers.

4. Termination and Cancellation of Account

The Customer may terminate their Account for any reason, through the Customer Links. Tesco has the right to cancel a Customer's Account without giving reasons or notice to the Customer if Tesco has reason to suspect that:

- a. the Customer has violated the GTC or legal provisions,
- b. the Customer misuses the Service in an unauthorized way,
- c. the Customer is carrying out activities that may involve unauthorized access into the structure of the Website to which the Customer does not have proper access, or if with their interference the Customer endangers the functioning of the Website, regardless of the method and technique of unauthorized interference.

Registration expires upon the death of the Customer or termination of the Service by Tesco. The elimination or deregistration shall not affect the provisions of the GTC, which by their nature and essence persist even after the termination or cancellation of Registration.

III. Website

1. Copyright

The owner and operator of the Website is Tesco, which is in accordance with the relevant laws governing intellectual property rights, in particular Act No. 185/2015 Coll. Copyright Act, authorized to exercise intellectual property rights relating to the Website, including its contents, visualization, design, all graphics, as well as all databases forming its content.

The pictures of the Goods displayed on the Website are illustrative in nature, used solely for merchandise presentation and may vary slightly from the actual Goods. Photos and description of individual Goods are supplied by manufacturers, suppliers and Tesco.

All information contained on the Website, including trademarks, photographs, descriptions and applications, are protected by law. Any unauthorized use of them, whether total or partial, constitutes a violation of the law.

2. Technical Requirements

To use the Service on the Website the Customer's end equipment must meet the following requirements: broadband Internet, an Internet browser that supports CCS and JavaScript, activated cookies support, activated pop-ups support, operating system and an active email address. Tesco is not responsible for proper functioning of a third-party services (a proper internet connection, etc).

3. Use and Management of the Website

The Customer and any other person are obliged to use the website in accordance with its purpose and GTC, and in accordance with bono mores and Slovak legislation, and is obliged to refrain from activities that may disrupt its proper functioning. The Customer and any other person shall in particular not:

- a. damage the reputation of Tesco or rights of third parties;
- b. interfere with the use of the Website, hinder the use of the Website for other Customers;
- c. interfere with the content, security or technical nature of the Website;
- d. use the Website to send unsolicited messages (Spam) and chain messages;
- e. send viruses to the Website, e.g. any other dangerous or harmful programs;
- f. create a false report for the purpose of counterfeiting the identity of the Customer;
- g. attempt to penetrate into the Accounts of other Customers;

otherwise, Tesco is entitled to cancel the Account of the Customer. The Customer is fully responsible for all operations carried out through their account on the Website. The Customer is obliged to inform Tesco without undue delay of any suspected misuse of their password (Account) by a third party. Where there is reasoned concern Tesco is entitled to block the relevant Account or invite the Customer to change the login password.

Tesco will regularly carry out activities to improve the quality of the operation of the Website. Using this Website may lead to errors or technical problems. In this case, the Customer should report such a situation to Tesco through the Customer Helpline on the toll-free number 0800 222 333 or email potravinynomov@tesco.sk (hereinafter "**Customer Helpline**"). Tesco then shall restore the proper functioning of the Website.

Tesco reserves the right to temporarily restrict Website access to the Customer (or part thereof) in order to improve it technically, carry out maintenance or update it, even without any prior notice sent to the Customer.

- a. Tesco is not responsible for any damage or loss of profit incurred to the Customer directly or indirectly as a result of: interrupting the operation of the Website;
- b. unauthorized intervention by the Customer or any third party on the Website;
- c. incompatibility of the Website with the Customer's terminal hardware or software or Internet connection;
- d. technical problems including errors and failures of the Website.

IV. Shopping List and Order Confirmation

After successful Registration, the Customer can log in to his account on the Website by entering his username and password. The username and password are kept confidential. The Customer is responsible for all the actions of a third party resulting from the publication or disclosure of the username and password to a third party. After logging in the Customer can use all the available

functions of the Services, in particular the creation of a Shopping List and the delivery order of Goods specified in the relevant Shopping List.

Customers can create a Shopping List at any time 24 hours a day, 7 days a week. Tesco does not supply orders on 1 January, Easter Sunday, 24 December, 25 December, 26 December. After previous notice published on the Website, Tesco reserves the right to determine the following days when the supply of Goods will not be carried out, except the days referred to in the previous sentence.

All presentations of the Goods placed on the Website are of an informative nature and Tesco is not obliged to conclude a purchase contract regarding these Goods.

The availability of the Goods presented on the Website is subject to stock and Tesco does not guarantee the availability of all Goods. Tesco is entitled to set maximum limits for collection of individual items of Goods by one Customer on the Website. However, this provision is without prejudice to Tesco's right not to deliver these Goods in case of individual orders of large quantities of one type of goods, or to limit the number of ordered items to a reasonable level. The Customer shall always be notified in advance of any non-delivery of an order that is above these limits.

Tesco may, upon its own decision, offer Customers a Good, which will consist of a selection of products (hereinafter as a "Tesco Box of Essentials"). Tesco Box of Essentials is considered as one product and customer is not authorized to change any particular product included within Tesco Box of Essentials. In case the Tesco Box of Essentials or the particular product is delivered damaged, Customer has the right to file a complaint in respect of this particular product. Customer has the right for withdrawal in accordance with Article VIII. in respect of whole Tesco Box of Essentials, not particular item.

By creating and confirming the Shopping List, the Customer performs the proposal for the supply of Goods contained on the Website.

Once the Order is submitted by the Customer, Tesco sends to the Customer a confirmation of the Shopping List to the e-mail address the Customer provided during Registration., or which is currently valid within his Account. A contract for the purchase of goods between Tesco and the Customer is concluded (the Order is accepted) on a date when Tesco delivers the Order to the Customer.

The attachment to the electronic order confirmation shall contain a link to the current version of these GTC.

The Customer is entitled to change or cancel the Shopping List after logging in to their Account on the Website or through the Customer Helpline until 11 p.m. of a date prior the date on which the Order was processed and handed over to Courier.

The Customer agrees to use remote means of communication when concluding the purchase contract. The costs incurred by the Customer in using remote means of communication in connection with the conclusion of the purchase contract shall be borne by the Customer himself.

V. Prices and Payment Conditions

1. Price of Goods

The price of the Goods listed on the Website is final, in EUR, including the relevant value added tax and without the price for Goods delivery, if not stated otherwise (hereinafter only as "Price").

Tesco will provide the customer with a proof of purchase (receipt) delivered with order delivery, which includes:

- a. the commercial name of Tesco, headquarters, identification number and record from the commercial registry;
- b. address of the establishment;
- c. date of sale;
- d. the name and quantity of the Goods;
- e. the price of particular Goods and the total Price the Customer paid (hereinafter "Proof of Purchase").

2. Delivery Price

If not stated otherwise, the Delivery Price is paid for each order of delivery of Goods (hereinafter "Order") and supply individually, i.e. irrespective of whether several supply orders relate to the same place and the same time of delivery. Information on the Delivery Price or eventually free delivery is available on the Web Page for the creation of the Shopping List (hereinafter "**the Delivery Price**").

3. Payment Terms

The Customer can pay for his Order Online – with the following payment cards: Visa, Visa Electron, Master Card and Maestro. To reduce the risk of unauthorized access to data on the Customer's payment card, the data will be encrypted. Payment by cash, meal vouchers, gift vouchers, Clubcard vouchers or other valuables is not possible within the Service.

The Customer is required to activate the online payment service in the bank that issued their payment card before creating and confirming the Shopping List if they do not have this service active any longer, as well as to verify whether the validity of the payment card expires before the expected day of the Goods delivery.

If the Customer's payment card is no longer valid on the day of the Goods delivery, Tesco is entitled to refuse delivery of the Goods. Tesco is entitled to block the amount of EUR 1 from the Customer's bank account within the payment card authorization process in order to validate the Customer's payment card.

On the day of delivery of Goods to the Customer, the Price stated on the Shopping List and the Delivery Price or other valid charges based on a Pricelist or these GTC (together hereinafter "**Fees**") are blocked on the Customer's account. After the delivery of the Goods, the Price and the Fees shall be deducted from the Customer's account.

If the Customer cancels their proposal for the supply of goods (the Order) before the delivery date in accordance with these GTC, only the amount of 1 € will be detained on the Customer's account. If the Customer does not accept any of the Goods referred to their Shopping List within the agreed time, the amount of 1 € and the Price of the Goods listed in the Shopping List along with the Fees will be detained and these amounts will be subsequently released within the deadlines specified by the Customer's bank, on average within about 10 working days. The amount retained on the

Customer's account will not be deducted from the Customer's account. Tesco declares that it has no effect and is unable to influence the length of the periods during which the amounts are blocked on the Customer's account.

4. Returnable Packaging

Price in returnable packaging also include a deposit for this container. Information about the amount of the deposit is given for particular Goods. The Customer may return deposit packaging and recover the deposit during opening hours in any Tesco store, regarding stock sold in this type of store. Packaging with deposit cannot be returned directly to the courier. Nor is it possible to apply a coupon for returned bottles with deposit put down via the Service.

VI. E-coupons

1. Standard conditions for use of E-coupons for Tesco Zásielka (hereinafter "E-Coupons")

If you have obtained or received an E-coupon from Tesco in the form of a leaflet supplement to print, email or otherwise, such an E-coupon is valid for Tesco Zásielka and can be applied as a discount (voucher) in accordance with these standard terms and conditions of use for E-coupons. The amount of the discount is given on the E-coupon.

2. Use of e-coupons

E-coupons acquired from Tesco, whether printed, electronic or other form, may be used only for purchases through the Service provided by Tesco on the Website in accordance with these Terms of Use for E-coupons. The validity and duration of the E-coupon is listed on the E-coupon.

The E-coupon can be applied by entering the code in the appropriate place during the electronic purchase in the Payment section. Eligibility to obtain an E-coupon may be subject to control consisting in the submission of a document/subsequent confirmation of eligibility to use an E-coupon.

Eligibility to use an E-coupon is automatically controlled by the electronic system. Using the E-coupon constitutes your unconditional and irrevocable consent to be bound by these terms and conditions for the use of E-coupons. Tesco reserves the right at any time and for any reason to cancel or change the conditions of use for E-coupons. E-coupons are the property of Tesco. The right to use an E-coupon is related to the original beneficiary (personal right) and cannot be transferred to another person, unless the E-coupon states otherwise.

E-coupons may not be copied, reproduced, distributed, published or disposed of, directly or indirectly (through another person) or in any other way. E-coupons distributed in any way, displayed or otherwise marketed without the prior consent of Tesco (i.e. the unauthorized disposal of an E-coupon) are invalid and no property rights arise from them.

3. Permitted use of E-coupons

Unless explicitly stated otherwise, an issued E-coupon:

- a. will be valid for the use of the Customer/recipient only once (i.e. single use);
- b. will be valid for single use by the Customer/beneficiary or a household;

- c. may not be used in conjunction with other E-coupons (prohibition of the use of the collected number of E-coupons) or other services as Service;
- d. cannot be exchanged for cash or used to purchase gift vouchers.

4. Excluded goods or services

Some of the goods or services are excluded from E-coupon offers. With the E-coupons you cannot buy tobacco, tobacco products, infant and baby food and prescription drugs (i.e. **excluded goods**). Tesco reserves the right to determine other goods or services that may be excluded. Any such exclusion of goods or services will be stated on the E-coupon or will be published on the Website. Excluded goods or services are not included in the created shopping list or purchase and therefore they are not subject to any discount.

5. Minimum purchase requirement

To use the E-coupon it is necessary to perform a (individual) purchase of designated/posted goods and services in the minimum amount listed on the E-coupon (hereinafter referred to as the "minimum purchase"). A minimum purchase is considered a purchase made via the Service in the minimum value stated on the E-coupon. An individual purchase means the actual receipt of the goods or services and payment of the purchase price for the accepted goods. Excluded goods, Fees and other payments, which are not directly payments for Goods, are not included in the minimum purchase.

6. Calculation of discount

The value of the minimum purchase amount and its respective discount will be shown on the E-coupon. The discount will be performed after fulfilling all the conditions of applying the E-coupon from the total purchase price of the goods or services. The Prices of Goods and services include VAT. Discounts are not applicable to Fees.

7. Security and Anti-Fraud Measures

By using the E-coupon you are liable to Tesco that you are a proper and authorized recipient/customer and the holder of the E-coupon and you use it in good faith (bona fide). Where there is reasonable suspicion on the part of Tesco that the recipient/customer/holder is a corrupt holder, for example, by obtaining the E-coupon otherwise than provided in these GTC (through purchase, fraud) or commits an offense or illegal act, Tesco reserves the right to unilaterally refuse to accept an E-coupon obtained through the breach of these GTC and reserves the right to cancel any E-coupon. Tesco reserves the right to take any other action it deems appropriate in such cases.

8. Limitation of Liability

Tesco accepts no responsibility for any financial loss resulting from the refusal, cancellation or withdrawal of any E-coupon or inability of the customer/recipient/holder or a household to properly enforce the rights arising from the E-coupon, or for any other reason.

9. Other

Tesco reserves the right to modify or terminate all E-coupons, changing their conditions at any time without notice.

VII. Delivery of Goods

1. Terms of Delivery

When ordering the goods on the Website, the Customer enters his address for delivery of the goods in the Slovak Republic. Tesco delivers Goods in areas that can be discovered by clicking on the link in "Where We Deliver" <https://tesco.sk/sluzby-a-znacky/potraviny-domov/vas-prvy-online-nakup/> and enter the postcode.

The Goods are delivered by courier company and its couriers (hereinafter only as "courier") to the main entrance of the building, whose address is stated as the delivery place in the Customer's order.

The courier shall make every effort to deliver duly and within the required time, which he has informed the Customer of by SMS or email. Tesco nor courier is not responsible for late delivery due to force majeure or other unpredictable events (i.e. accidents and congestion on the roads).

The Goods at the place of delivery may only be received by a person over 18 years of age. Through the courier, Tesco is entitled to verify the Customer's age, especially in connection with the sale of alcoholic products, by inspecting the Customer's identity card. Provided that the Customer's necessary age is not proven, the courier will not hand over the goods, unless the goods are handed over to a person who meets the above conditions.

If there is no person capable of receiving the goods at the agreed time and place chosen by the Customer, the Customer is obliged to contact the courier's customer helpline. An ineffective delivery does not affect Tesco's right to demand and enforce payment of the Fee. If the Customer requests a repeated delivery, he acknowledges that Tesco and/or the courier may charge him a repeated Fee, if applicable.

Upon receipt of the Goods from the courier, the Customer is obliged to check that the box is undamaged and in the event of any defects notify the courier immediately. If the packaging of the box has been broken, indicating unauthorised intrusion into the consignment, the Customer does not have to accept the consignment from the courier. This does not affect the Customer's rights due to liability for defects of the goods and other Customer's rights arising from generally binding legal regulations.

For the delivery may be applicable additional rules and procedures stipulated by the courier company as well.

Tesco reserves the right to refuse performing further deliveries to the Customer who has ordered the delivery of Goods and never once was located at the specified (agreed) place and time of delivery three times or more within one calendar month. Or if the Customer did not select any Goods from the delivered Goods and therefore the purchase agreement could not be concluded three times or more within one calendar month.

Tesco reserves the right to additionally inspect the data of the Customer, the Customer Shopping Lists and the delivery order of Goods, i.e. phone. Tesco reserves the right to refuse delivery of the Goods referred to in the Shopping List if it has reasonable grounds for suspecting that the Goods were ordered in violation of these GTC.

VIII. Withdrawal from the Agreement

1. Conditions and Consequences of Withdrawal

The Customer may withdraw from the agreement without giving any reason within 14 days from the date of delivery. To exercise the right of withdrawal, the Customer is obliged to inform Tesco of their decision to withdraw with an unequivocal statement to the e-mail address: potravinydomov@tesco.sk or to the mailing address: TESCO STORES SR, a.s., Cesta na Senec 2, 821 04 Bratislava. For this purpose, the Customer may use the sample form of contract withdrawal [here](#), which will be submitted to the Customer in person during the purchase. The deadline for contract withdrawal is maintained if the Customer sends a notice regarding the exercise of the withdrawal right before the expiry of the withdrawal period. Upon receipt of the contract withdrawal, i.e. after completing the form and returning the goods to the address as stated in next sentence, you will be refunded the purchase price of the goods. Contract withdrawal establishes the obligation for the Customer to return the goods in the same condition as when purchased (undamaged, unpacked and complete) within a 14-day period. Goods is possible to return at any Tesco store or via post office, sending it to the address: TESCO Zásielka, Hypermarket Žilina, Košická 3, 010 01 Žilina. Goods which are protected against opening by the producer shall not be returned after removing the protective packaging or protective marking, otherwise a claim for compensation of damages or for issuing unjustified enrichment will arise for Tesco. Since after withdrawing from the contract it is not possible to withdraw from transport services (performed for the supply of goods) that was granted to the Customer, the Customer shall bear the cost of the service. Money (the purchase price or part thereof) will be returned to the Customer without delay to the Customer's bank account through which the payment for goods was carried out and no later than 14 days after the date on which Tesco received a notification of withdrawal.

The Customer will receive the price of the returned goods after the due fulfilment of all the withdrawal conditions. When calculating the amount to be recovered the amount shown in the proof of purchase is used. Tesco is obliged to take the Goods back and return to the Customer the price paid for the Goods.

If the Customer was provided Clubcard points for the returned goods, the Clubcard points equalling the number of points awarded to the Customer for the purchase of the returned Goods will be deducted from their Clubcard account after the return of the Goods.

The right of withdrawal does not apply to:

- a. Goods enclosed in a protective case that are not suitable for return due to health protection or hygienic reasons, which protective seal was broken after delivery;
- b. Goods subject to rapid deterioration or destruction;
- c. fee for the provided Service, if applicable.

IX. Complaints Procedure

Complaints of defective Goods shall be governed by the Tesco complaint ([here](#)).

X. Alternative resolution for consumer disputes

Alternative resolution for consumer disputes (ADR) is a process aimed at achieving an amicable settlement between consumers and entrepreneurs (traders) and preventing litigation between the

two entities. If the Customer is dissatisfied with the outcome of their application for redress and the attempt to resolve a dispute with the entrepreneur is inconclusive, they have the right to submit a proposal to an appropriate entity for alternative dispute resolution, which in this case, for example, is Slovak Trade Inspection. Slovak Trade Inspection has all the necessary information about alternative procedures, through which the Customer can solve any dispute. More information on alternative resolutions for consumer disputes can be found at Slovak Trade Inspection: <http://www.soi.sk/sk/Alternativne-riesenie-spotrebitelskych-sporov.soi>.

XI. Supervisory Authority over Tesco

The supervisory authority over Tesco: government authorities in the field of Public Health, State Veterinary and Food Administration Office on the offer and sale of food, the Department of Public Health of the Slovak Republic and regional public health authorities over the supply and sale of cosmetics, Slovak Trade Inspection over the offer and sale of products and provision of services.

XII. Personal Data Protection

Related provisions can be found in the corresponding section of Tesco Privacy Policy which is accessible through Tesco webpage at www.tesco.sk/privacy-policy.

XIII. Contact

For any questions, doubts, opinions or comments, please contact our Customer Helpline by sending an email to potravinydomov@tesco.sk or via the toll-free number 0800 222 333.

XIV. Final Provisions

Respective legal provisions applicable and effective in the Slovak Republic apply to the rights and obligations not governed by these GTC.

All disputes arising out of the Services, unless the parties reach a settlement, will be settled by a competent Court of the Slovak Republic. Tesco reserves the right to change these GTC. Changes shall not violate or restrict the rights of the Customer arising out of Shopping Lists and a performed delivery order before the entry into force of such changes. Changes to these GTC shall be valid from the date of publication on the website. Tesco shall announce the changes to the GTC by sending a notice to the Customer by e-mail, including the reference to the text changed hereof. If the Customer does not agree with the change to the GTC they shall be entitled to cancel their Account on the Website, otherwise valid, agreeing with the changed GTC.

These GTC are available on the Website in English as well. In the event of any inconsistency between the Slovak and English versions, the Slovak version of the GTC shall prevail.

These GTC becomes valid and effective on 14.4.2020.

TESCO STORES SR, a.s.
April 8th, 2020