

Return and Claim Policy for the website www.slovenskaznamka.sk

Article I **General provisions**

1. This Return and Claim Policy (hereinafter referred to as the "Return and Claim Policy") governs the rights and obligations of the contracting parties and the conditions for submitting and handling returns arising from the contract for the provision of services concluded between the provider and the customer, the subject matter of which is the provision of services relating to arranging the purchase of an electronic highway vignette for the Slovak Republic for the customer, on the terms and conditions set out in the Terms and Conditions (hereinafter referred to as the "Contract").
2. This Return and Claim Policy does not apply to the exercise of rights arising from liability for defects by a customer who is not a consumer.
3. This Return and Claim Policy is an integral part of the contract specified in Article 1, paragraph 1 of this Return and Claim Policy (hereinafter referred to as the 'contract').
4. This Return and Claim Policy has been drawn up in accordance with:
 - Act No. 40/1964 Coll., the Civil Code, as amended,
 - Act No. 108/2024 Coll. on Consumer Protection, as amended.
5. Legal relationships between the provider and the customer - consumer concerning liability for defects that are not explicitly regulated by this Return and Claim Policy shall be governed by the relevant provisions of the Civil Code and the Consumer Protection Act.
6. The provider's liability for defects concerning a contract concluded with a buyer who is a business entity shall be governed by the relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.
7. This Return and Claim Policy is drafted in the English language.
8. By submitting an order, the customer confirms that they have thoroughly reviewed and understood and agree to the content of the Return and Claim Policy without reservation.

Article II **Definitions**

1. **The Provider** is any person who, in connection with the Contract, any obligation arising from it, or in the course of a commercial practice, acts within the scope of their business activity or profession. The Provider operates the website available at the domain www.slovenskaznamka.sk:

Business name: Supanext s. r. o.

Registration: in the Commercial Register of Trnava District Court, Section: Sro, File No. 59638/T

Registered office: Ulica Jozefa Adamca 9983/24, Trnava 917 01

Reg. No.: 56 974 485

Tax No.: 2122519377

VAT No.: SK2122519377

Email address: info@slovenskaznamka.sk

The Provider is a business providing services related to arranging the purchase of an electronic highway vignette for the Slovak Republic for the customer from NDS.

The Provider is not an official seller of highway vignettes, nor the authority responsible for collecting highway vignette charges. The authority responsible for collecting highway vignette charges is NDS.

2. **The customer** is a person who has entered a contract with the provider for the provision of services relating to arranging the purchase of an electronic highway vignette for the Slovak Republic on the agreed terms, whether as a consumer or a business customer.
3. **A consumer** is a natural person who, in connection with a consumer contract, the obligations arising from it, or in the course of a commercial practice, does not act within the scope of their business activity or profession.
4. **Business entity** for the purposes of this Return and Claim Policy is an entrepreneur, organisation or other legal entity other than a consumer, acting in the course of its business, similar activity or profession.
5. **The highway vignette** represents payment of a time-based fee for the use of specified sections of highways in accordance with the law and is available exclusively in electronic form.
6. **NDS** means Národná diaľničná spoločnosť, a.s., (National Highway Company) established in accordance with Act No. 639/2004 Coll. on the National Highway Company and on amendments to Act No. 135/1961 Coll. on Roads (as amended), which, pursuant to Act No. 488/2013 Coll. on the highway vignette, is the authority responsible for collecting highway vignette charges.
7. **Services** are all services provided by the provider to the customer in accordance with the terms and conditions set out in the terms and conditions, which consist of securing the purchase of a highway vignette for the customer from NDS and related activities.
8. **The website** is the provider's website operated at the domain www.slovenskaznamka.sk.
9. **The supervisory authority** is:
Slovak Trade Inspection (SOI)
SOI Inspectorate for the Trnava Region
Pekárska 23
917 01 Trnava 1
Supervision department
Phone number: 033/321 25 27
033/321 25 21.

Article III

Requirements for the services

1. Based on a validly concluded contract, the provider is obliged to provide the customer with services consisting of the purchase of a selected highway vignette on behalf of the customer. The provider shall duly provide the service by purchasing the selected highway vignette on behalf of the customer and sending the highway vignette activation confirmation to the customer's email address specified in the order.
2. The provider undertakes that the services will be in accordance with the agreed and general requirements as defined in the terms and conditions.
3. The services are in accordance with the agreed requirements if, in particular, they correspond to the description, scope, and quality defined in the contract.

Article IV

Liability for defects

1. The provider is liable for any defect in the services that exists at the time the services are provided and becomes apparent within two years.
2. The provider is solely liable for defects in the services that it is to provide in accordance with the contract and is not liable for defects relating to the highway vignette itself. Any defects relating to the highway vignette itself may be claimed by the customer directly from NDS. The customer acknowledges that, according to Section XI(8) of the NDS General Terms and Conditions, "the user has the right to file a complaint within 30 days from the date on which they learned or could have first learned about the fact that is the subject of the complaint.
3. The provider is not liable for a defect in services that:
 - a) is caused by the customer, or by their incorrect entry of data and information, or by a change in data, etc.,
 - b) is caused by incorrect use of the services,
 - c) is caused by the malfunction of technical equipment or the inability to use it.

Article V

Making a claim

1. The customer may complain about the services within the period specified in Article IV, paragraph 1 of this Return and Claim Policy by sending a notification to info@slovenskaznamka.sk. They may use the complaint form published on the provider's website.
2. The provider shall immediately confirm receipt of the complaint in writing, stating the deadline by which the defect will be remedied. This period may not exceed 30 days from the date of notification of the defect unless it is longer for objective reasons beyond the provider's control.
3. If the provider refuses to accept responsibility for the defects, it must notify the reasons for the refusal in writing.

Article VI

Rights arising from a claim

1. If the provider is responsible for a defect in the services, the consumer has the right to have the defect removed, the right to a reasonable discount on the price, or the right to withdraw from the contract.
2. The consumer is entitled to reimbursement of necessary costs incurred in connection with exercising the right of liability for defects. This right must be exercised no later than one month after the expiry of the warranty period, otherwise it shall expire.
3. The exercise of the right of liability for defects shall not affect the right to compensation for damages.

Removal of defects

4. The provider shall remove the defect in the services within a reasonable time after the consumer has reported the defect, free of charge and without causing serious inconvenience to the consumer, taking into account the nature of the services and the purpose for which the consumer requested the services.

5. The provider may refuse to remedy the defect if it is not possible to remedy it or if it would cause unreasonable costs, taking into account all circumstances, in particular the value that the services would have without the defect and the seriousness of the defect.

Discount on price

6. The consumer is entitled to a reasonable discount on the price of services if the services are provided for consideration consisting in the payment of a price, or may withdraw from the contract even without granting an additional reasonable period if
 - a) the defect cannot be removed or would cause the provider unreasonable costs,
 - b) the provider has not remedied the defect in accordance with paragraph 6,
 - c) the services have the same defect despite the provider's efforts to remedy it,
 - d) the defect is of such a serious nature that it justifies the consumer's right to an immediate discount on the price or withdrawal from the contract, or
 - e) the provider has declared or it is clear from the circumstances that the defect will not be remedied within a reasonable time or without causing serious inconvenience to the consumer.
7. The price reduction must be proportionate to the difference between the value of the service and the value that the services would have if they were free of defects.
8. The provider shall pay the consumer a price reduction within 14 days of the consumer exercising their right to a price reduction in the same manner as the consumer used to pay the price unless the consumer expressly agrees to another method of payment. All costs associated with the payment shall be borne by the provider.
9. If the services were provided for consideration consisting in the payment of a price, the consumer may not withdraw from the contract if the defect is negligible. The burden of proof that the defect is negligible shall be borne by the provider.

Withdrawal from the contract

10. After withdrawal from the contract, the provider shall refund the consumer the payments received for the disputed lesson under the contract within 14 days of notification of withdrawal from the contract in the same manner as the consumer used to pay the price, unless the consumer expressly agrees to a different method of payment. All costs associated with the refund shall be borne by the provider.
11. The consumer is not obliged to pay the price for the time prior to withdrawal from the contract during which the services did not meet the general and agreed requirements.
12. After withdrawal from the contract, the consumer is obliged to refrain from using the services.
13. After withdrawal from the contract, the provider may prevent the consumer from further use of the services.

Article VII Final provisions

1. This Return and Claim Policy has been prepared by [Lanikova Group, s. r. o. law firm](#) for the operator of the internet store, while it is protected by Act No. 185/2015

Coll. The Copyright Act, as amended. It is prohibited, without the author's consent, to use this author's work in any way, particularly, but not limited to, copying, publishing, amending, modifying, disseminating, and misusing it otherwise.

2. This Return and Claim Policy shall come into force and effect on 10.2.2026.