GENERAL TERMS AND CONDITIONS (GTC) & COMPLAINTS PROCEDURE

Of the company Royal Eyes Art & Design s.r.o.

1. Introductory Provisions and Definitions

1.1. These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the mutual rights and obligations between the company:

- **Business Name:** Royal Eyes Art & Design s.r.o.
- **Registered Office:** Veternicová 3162/12, 841 05 Bratislava
- **Company ID:** 57612374
- **Tax ID / VAT ID:** 2122851247
- **Registration:** Registered in the Commercial Register of the Municipal Court Bratislava III, Section: Sro, Insert No.: 199365/B
- **E-mail:** studio@royaleyes.art
- **Website:** www.royaleyes.art

(hereinafter referred to as the "**Seller**" or "**Provider**")

and a natural person or legal entity (hereinafter referred to as the "**Buyer**" or "**Client**"), regarding the sale of artworks and the provision of branding services through the website www.royaleyes.art or via e-mail communication.

1.2. Definitions of the Subject Matter:

- **A. Ready-Made Original Artworks:** Physical original artworks (oil paintings, original artwork) created by the artist prior to the inquiry, intended for direct sale.
- **B. Commissioned Artworks (Commissions):** Physical artworks created to order based on specific requirements and an approved brief from the Buyer.
- **C. Branding Services: Services** in graphic design, visual identity creation, branding, and art-branding concept development.

2. Orders, Price Quote Acceptance, and Contract Formation

2.1. The display of artworks and services on the website www.royaleyes.art is for presentation purposes only and is not considered a direct binding offer to enter into a contract by the Seller.

2.2. The Buyer expresses intent by sending an inquiry via e-mail or the web contact form. Based on the inquiry, the Seller prepares and sends an individual price quote to the Buyer (which, for physical artworks, includes packaging, shipping, and insurance costs).

2.3. Formation of Contractual Relationship and Provider's Obligation:

The Purchase Agreement or Agreement on the Provision of Services becomes effective, and the Seller's obligation to commence performance (starting artwork production, launching branding work, or shipping ready-made artwork) arises exclusively upon the receipt of the agreed payment (a deposit of 50% or 100% of the purchase price) into the Seller's bank account. Written approval of the price quote via e-mail serves as the basis for issuing an invoice; however, the Seller's contractual obligation begins only upon invoice payment.

3. Service Specifics (Designs, Revisions, and Custom Work)

3.1. Commissioned Artworks (Commissions):

The process of creating custom artwork takes place in three sequential steps:

1. Initial consultation and clarifying the concept,
2. Preparation and written approval of a digital/sketch concept by the Buyer,
3. The physical painting of the artwork.

The Buyer acknowledges that oil painting is a handcrafted artistic process involving layered paint, and the physical artwork cannot be 100% identical to the digital preview. Following written approval of the concept and payment of the deposit, physical production begins, and changes to the composition, motif, or content of the artwork can no longer be requested.

3.2. Modifications and Revisions for Branding Services:

Design creation is preceded by a consultation regarding business goals and approval of the strategic and visual direction. Within the agreed price, the Buyer is entitled to two (2) complimentary in-depth revisions of the prepared design proposal. Any further modifications and requests beyond these two revisions will be charged at an hourly rate of 25 EUR/hour.

- Exclusion from Revision Entitlement (New Order): A change to the fundamental parameters of the project (e.g., changing the company name, changing core business focus, changing the target audience, or requesting a complete redesign into a different style) after the previous strategic direction has been approved by the Buyer is not considered a revision. Such requests constitute a new order and will be quoted separately as a new project.

4. Prices, Payment Terms, and Pre-Payment Procedure

4.1. All prices are agreed upon individually based on a price quote. The Seller is not a VAT payer.

4.2. Procedure and Payment Schedule by Category:

- A. Ready-Made Original Artworks: Paid at 100% of the agreed price (including shipping) in advance prior to dispatching the artwork.

- B. Commissioned Artworks (Commissions): A deposit of 50% is payable upon approval of the digital concept before physical painting begins. The remaining 50% balance is payable upon notification of completion, prior to physical handover or dispatch via courier.

- C. Branding Services: Issuance of the advance invoice is preceded by an initial consultation, during which the Seller and Buyer clarify business goals, expectations, scope of work, and workflow. Only after mutual agreement on the approach will the Seller issue an invoice for the 50% deposit. Design work commences upon receipt of this deposit. The remaining 50% balance is payable upon completion of the work prior to delivering final source files.

4.3. Payments are made via wire transfer to the Seller's bank account indicated on the invoice. Delivery of goods or final assets occurs only after full payment of the total agreed amount.

5. Delivery Terms for Goods and Services (Worldwide)

Delivery and completion timelines are negotiated individually in the price quote and depend on the specifics of each category:

- A. Ready-Made Original Artworks: The Seller dispatches the artwork generally within 3 to 5 business days from the receipt of 100% of the purchase price in the bank account. Delivery time via courier depends on the destination (Slovakia/Czechia, EU, Worldwide).

- B. Commissioned Artworks (Commissions): Delivery timelines are established individually during concept approval. They account for the handcrafted process of oil painting, drying/curing time, and varnishing. The timeline begins on the date of the 50% deposit payment.

- C. Branding Services: The project schedule is set out in the individual price quote. The execution period begins upon receipt of the 50% deposit, and adherence to the schedule is subject to smooth cooperation and timely feedback from the Buyer.

- Worldwide Delivery (Outside the EU): For deliveries outside the European Union, all applicable import duties, local taxes (import VAT), and customs fees in the destination country shall be borne entirely by the Buyer.

6. Withdrawal from Contract and Cancellation Policy

6.1. Ready-Made Original Artworks (Consumer's 14-Day Right of Return):

A Buyer who is a consumer (B2C) purchasing an existing ready-made artwork remotely has the right to withdraw from the contract without giving any reason within 14 calendar days from receiving the artwork.

- The Buyer must return the artwork undamaged, in its original condition, securely packaged, and fully insured at their own expense.
- Upon receipt of the undamaged artwork, the Seller will refund the purchase price to the Buyer's bank account within 14 days.

6.2. Commissioned Artworks (Commissions) – Cancellation Policy and Exception to Right of Return:

In accordance with applicable consumer protection legislation, the consumer DOES NOT have the right to withdraw from the contract within 14 days without giving a

reason for Commissioned Artworks created according to the specific requirements of the Buyer.

- **Cancellation Before Physical Painting Begins:** If the Buyer cancels the contract after paying the deposit but before physical painting has commenced, the Seller retains a cancellation fee equal to 50% of the paid deposit (i.e., 25% of the total agreed price of the artwork) to cover costs for the initial consultation, preparation of the artistic concept, purchasing materials, and capacity reservation. The remaining portion of the deposit (50% of the deposit) will be refunded to the Buyer's bank account within 14 days.

- **Cancellation After Physical Painting Begins:** If the Buyer cancels the contract after physical painting has commenced, the paid 50% deposit becomes non-refundable in full to cover incurred material expenses and artistic labor.

6.3. Cancellation of Branding Services During the Process:

- **If the Buyer cancels the order before any work has commenced**, the deposit will be refunded in full.

- **If the Buyer cancels the order after work has commenced** (following strategic direction approval), the Seller is entitled to financial compensation for time and effort invested, calculated at an hourly rate of 25 EUR/hour. This amount will be offset against the paid 50% deposit, and any remaining balance will be refunded to the Buyer's bank account within 14 days. If the value of work completed exceeds the deposit amount, the deposit becomes non-refundable in full.

7. Copyright, Licenses, and Portfolio

7.1. Copyright Protection:

All content, paintings, graphic designs, and text are the intellectual property of the artist (Mária Mazúchová - Capáková). The purchase of any physical artwork or service does not transfer moral or economic copyright to the Buyer (unless explicitly agreed otherwise in writing).

7.2. License for Ready-Made Artworks and Commissions:

By purchasing a physical original artwork, the Buyer acquires a limited right to display it privately or commercially (ownership right to the physical object). The Buyer is not entitled to commercially reproduce the artwork, print reproductions (prints), produce merchandise, or resell it to third parties as an authorial product.

7.3. License for Branding Services:

Upon full payment of the total price, the Buyer acquires an exclusive, worldwide, and perpetual license to use the created branding (logos, visual identity) for presenting their brand and business. The Buyer is not entitled to resell the designs as standalone authorial products to third parties.

7.4. Portfolio Presentation:

The Seller reserves the right to publish photographs of created works (including custom commissions and branding projects) on their website, portfolio, and social media channels as examples of their creative work and collaborations, unless agreed otherwise in writing (e.g., under a signed NDA).

8. Complaints Procedure and Shipping Damage

8.1. Shipping Damage:

When accepting delivery from the courier, the Buyer is obliged to thoroughly inspect the packaging for integrity. If the packaging is visibly damaged, the Buyer must immediately file a Damage Protocol with the courier and take photo documentation. Without a written Damage Protocol from the carrier, subsequent claims for mechanical damage caused during transport cannot be accepted.

8.2. Filing a Complaint:

Any material defects or discrepancies with the order must be submitted by the Buyer in writing via e-mail to studio@royaleyes.art. The Seller will evaluate the complaint and notify the Buyer of the resolution method within 30 days.

9. Personal Data Protection (GDPR) and Final Provisions

9.1. The Seller processes the personal data of the Buyer (name, e-mail, phone number, billing, and shipping details) exclusively for contract execution, issuing documentation, and goods delivery in compliance with GDPR regulations.

9.2. Any disputes arising from this contractual relationship shall be settled primarily through amicable negotiation. If necessary, jurisdiction lies with the courts of the Slovak Republic.

9.3. The Seller reserves the right to amend these GTC. Amendments become effective on the date of their publication on www.royaleyes.art.

In Bratislava, Date: September 26, 2026