

# General terms and conditions of the online shop

for purchase contracts concluded remotely via the e-commerce system and the operating rules of the Seller's website.

## Article I.

### General provision and definitions

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- 1.1 The seller and the operator (hereinafter referred to as "seller" or "operator" - for the purposes of these General Terms and Conditions and the formation of obligations, both forms are equivalent) of the online store [www.branoklocan.sk](http://www.branoklocan.sk) and [www.branoklocan.sk](http://www.branoklocan.sk) hereinafter also referred to as "e-shop" or "online shop") is Branislav Klocáň, with place of business Kubínska 1103/3, 010 08 Žilina, Slovak Republic, registered in the Trade Register of the Žilina District Office, trade register number: 580-30458, ID No.: 41276205, VAT No.: 1072644067.
- 1.2 These General Terms and Conditions (hereinafter also referred to as "GTC") govern the legal relations between the Seller and any person who is a purchaser of a product offered by the Seller in the Seller's online store.
- 1.3 The Seller is the supplier of the products offered in the online shop.
- 1.4 A visitor to the e-shop is any person who visits the Seller's website (hereinafter referred to as a "visitor").
- 1.5 A registered person in the e-shop means any person who has filled in and submitted the registration form with his/her personal data.
- 1.6 The Buyer is any natural or legal person who has completed and submitted the order form via the Seller's website, received notification of receipt of the order by e-mail and paid the purchase price.
- 1.7 A consumer is a natural person who is not acting within the scope of his/her business when concluding a contract under these GTC.
- 1.8 If the buyer is not a consumer, and therefore it is a purchase of goods for the purpose of business, the contractual relations are governed by the provisions of Act No. 513/1991 Coll. of the Commercial Code, as amended.
- 1.9 The subject of the order (hereinafter referred to as the "product") are all goods and services published on the pages of the online store. Products are also other goods that the Seller manufactures on the basis of the Buyer's order, according to the Buyer's requirements and specifications.
- 1.10 Contract means a contract for work.
- 1.11 The competent authority exercising supervision over legality in the field of consumer protection is:  
Inspectorate of the Slovak Trade Inspection for Žilina Region  
Predmestská 71, P. O. BOX B-89, 011 79 Žilina 1

za@soi.sk tel. no. 041/763 21 30, 041/724 58 68fax  
no. 041/763 21 39

## **Article II.**

### **Product order - conclusion of the work contract**

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- 2.1 In the case of products that the Seller has placed in the online store, the proposal for the conclusion of a contract of work by the Buyer shall be understood as an order for products made via the electronic order form in the Seller's Online Store. Acceptance of the order of products by the Seller, and thus the conclusion of the contract of work, occurs on the basis of the electronic confirmation of receipt of the order by the Seller.
- 2.2 In the case of products which are not placed by the Seller in the online shop or in the case of products which are placed by the Seller in the online shop but the Buyer is interested in the product in a different design or with any changes, the proposal for the conclusion of a contract for work is understood to be the Seller's quotation sent to the Buyer via email containing the specification of the product the Buyer is interested in making, the price for the making and the delivery time of the product. The conclusion of the contract shall take place upon acceptance of the quotation by the Buyer, who accepts the quotation by expressing his consent by email sent to the email address of the Seller from which the quotation was received.
- 2.3 The work contract is concluded for a definite period and expires upon the fulfilment of the obligations of the seller and the buyer.
- 2.4 The work contract may also be terminated by agreement of the contracting parties, by withdrawal or by termination.

## **Article III.**

### **Price for the work and payment terms**

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- 3.1 The price for the work ordered through the Online Shop (hereinafter referred to as the "Purchase Price" or "Price"), in the case of products placed in the Online Shop, is indicated separately for each product and is valid at the moment of creating the order by the Buyer. The price is final, the Seller is not subject to VAT. The price for shipping of the product will be charged separately according to Article VII.
- 3.2 The price for the work ordered through the online store (hereinafter referred to as the "purchase price"), in the case of products that are not placed in the online store or in the case of products that the Seller has placed in the online store but the Buyer is interested in the product in a different design or with any changes, will be specified in the price offer sent by the Seller to the Buyer. The price so indicated will be final, the Seller is not subject to VAT. The price for transportation of the product will be charged separately according to Article VII.
- 3.3 The basic currency is the euro.
- 3.4 In addition to the purchase price according to this article, the shipping costs of the product will be charged according to Article VII of these General Terms and Conditions.

## **Article IV.**

### **Payment methods**

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- 4.1 You can pay for products in the Seller's online shop in the following ways:
  - 4.1.1 payment by money order to the Seller's account on the basis of an advance invoice.

## Article V.

### Delivery of products

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- 5.1 The product is shipped within the period specified in the price offer and agreed by the Buyer, with the period starting from the date of payment of the price for the product, which is understood to mean the crediting of the amount of money to the Seller's account.
- 5.2 In the event that the delivery of the goods is in danger of exceeding the agreed time due to an unexpected extension of the production time of the goods, the Seller is obliged to notify the Buyer of this fact. The Seller shall invite the Buyer (by e-mail or telephone) to agree to the extension of the delivery time. The Buyer shall be obliged to give its opinion without delay.
- 5.3 The Seller is obliged to deliver the products to the Buyer in the ordered quantity and quality together with the tax documents relating to the order.
- 5.4 The place of delivery of the ordered product is the address specified by the buyer. If the Buyer does not specify a separate address for delivery of the product, this address shall be the Buyer's home address.
- 5.5 Transportation of goods is provided by the Seller through external transport companies. The date of delivery of the goods shall be governed by the terms and conditions of the particular carrier.
- 5.6 Delivery of the product is made by handing it over to the buyer (or to a person authorised by the buyer to take delivery of the product).
- 5.7 The Seller may send the product that is immediately available to the Buyer and deliver the remaining part of the order additionally within the legal time limit, provided, however, that the Buyer will not be charged any additional postage costs other than those that were included in the order.

## Article VI.

### Product acceptance and warranty period

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- 6.1 The risk of damage to the product and the liability for damage to the product shall pass to the buyer upon receipt of the product, regardless of whether the buyer receives the product in person or through an authorised person.
- 6.2 The ownership right passes from the seller to the buyer at the moment of acceptance of the product.
- 6.3 The buyer has the right not to accept the delivered product from the carrier if the delivered product is of a different type or in cases of:
  - 6.3.1 delivery of an item that is contrary to the contract (another or damaged item),
  - 6.3.2 delivery of the item in damaged packaging or,
  - 6.3.3 delivery of the item without the relevant documents.
- 6.4 If the item is delivered to the Buyer pursuant to clause 6.3.1, the Buyer has the right to have the Seller deliver the product to the Buyer free of charge and without undue delay in accordance with the agreed terms of the contract, either by replacing the item or by repairing it. If this is not possible, the buyer has the right to demand a reduction in the purchase price or to withdraw from the contract.
- 6.5 The Buyer is obliged to pay the Seller the purchase price for the product properly and on time.
- 6.6 Warranty conditions are governed by the provisions of Act No. 40/1964 Coll. of the Civil Code as amended. The basic warranty period for new goods is 24 months and begins on the date of receipt of the goods by the customer.

- 6.7 Excluded from the warranty are defects beyond the control of the Seller (clauses 2.4 of Complaints Procedure) or defects that are related to faulty instructions or poor quality materials supplied by the Buyer for manufacture.
- 6.8 If the buyer is not a consumer (Article I. , point 1.8 of these GTC), the warranty period for goods intended for business purposes is 12 months.

## **Article VII.**

### **Freight - how products are transported and the cost of transporting them**

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- 7.1 Seller's shipping costs are not included in the price of the product. These will be quantified in the automatically generated invoice or in the price offer sent by email, or will be indicated when filling in the order form on the Seller's website and the Buyer agrees to pay them together with the purchase price.
- 7.2 Shipping methods and price for shipping of ordered products:
  - 7.2.1 Price for shipping via Slovak Post - from 7,20 € (the final price for shipping depends on the weight of the parcel and the desired method of delivery).

## **Article VIII.**

### **Withdrawal of the buyer from the contract without giving a reason**

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- 8.1 The consumer is entitled to withdraw from the contract within 14 day from the date of receipt of the product without giving any reason.
- 8.2 All actions related to the withdrawal from the contract are governed by Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services under a Distance Contract or a Contract Concluded Outside the Seller's Premises and on Amendments and Additions to Certain Acts (hereinafter referred to as "Act No. 102/2014 Coll."). If the consumer wishes to exercise this right, he/she is obliged to notify the seller of the withdrawal from the contract no later than on the last day of the specified period in writing by e-mail to [branoklocan@gmail.com](mailto:branoklocan@gmail.com) or by registered mail to the address of the seller Branislav Klocáň, Kubínska 1103/3, 01008 Žilina. The undamaged goods must be sent to the Seller's address immediately, but no later than 14 days from the date of exercising the right to withdraw from the contract, together with the completed Withdrawal from Contract form.
- 8.3 The cost of returning the goods shall be borne by the buyer.
- 8.4 Pursuant to Section 7(6)(c) of Act No. 102/2014 Coll. - The buyer may not withdraw from the contract if the goods are made according to the specific requirements of the consumer, made to measure, designed specifically for one consumer.
- 8.5 When withdrawing from the contract, the form must include the order number (advance invoice), the date of purchase, the type of product being withdrawn from, the name and surname, address and, if applicable, the account number to which any payments made to the seller under the withdrawing contract are to be refunded, if the consumer chooses to have payment for the product sent to the account number provided by the consumer. Otherwise, the Seller shall refund the

payment for the product to the Consumer in the same manner as the Consumer used for his payment.

- 8.6 In the event that payment for the goods has been made to the Seller's account prior to the commissioning of production and therefore the Seller does not incur any costs associated with commissioning the ordered goods for production, this amount will be refunded to the Buyer without a cancellation fee within 14 days by bank transfer to the account designated by the Buyer (the name of the bank, account number and bank number must be provided), unless otherwise agreed with the Buyer by the Seller.
- 8.7 A buyer who is not a consumer (Article I. , point 1. of 8these GTC) does not have the right to cancel the purchase contract without charge. In this case, the Buyer may return the goods by prior agreement with the Seller. The goods must be undamaged, without signs of use. In case of cancellation, the buyer is charged a fee of 100% of the sale price of the goods, unless otherwise agreed with the seller.
- 8.8 By withdrawing from the contract, the parties are obliged to reimburse each other for the services rendered. The consumer shall only be liable for any diminution in the value of the product resulting from treatment of the product which goes beyond that necessary to establish the characteristics and functionality of the product. The consumer shall not be liable for any diminution in the value of the product if he has not been informed by the seller of the possibility to withdraw from the contract, the conditions, the time limit and the procedure for exercising the right of withdrawal. If the value of the product has been diminished as a result of handling of the product which goes beyond that necessary to ascertain the characteristics and functionality of the product (e.g. the product is damaged), the consumer shall be liable to the seller for the damage thus caused. In particular, the use of the product to a greater extent than is necessary to establish the nature, characteristics and functionality of the product will be considered to be treatment of the product beyond the scope of establishing the characteristics and functionality of the product. In particular, reasonable expenses incurred in restoring the product to its previous state will also be regarded as a diminution in the value of the product.
- 8.9 The Seller shall return the paid consideration for the product within 14 days from the date of receipt of the returned product by the Seller.
- 8.10 Shipments sent as cash on delivery in the event of withdrawal from the contract will not be accepted by us. Buyers are advised to send shipments by registered mail.
- 8.11 Notwithstanding any other provision of this Article, the consumer shall not be entitled to withdraw from the contract in the case of an order for a product which has been made to the consumer's specific requirements, in the case of a made-to-measure product or in the case of a product designed specifically for a single consumer.

## **Article IX.**

### **Alternative dispute resolution**

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- 9.1 If the buyer who is a consumer is not satisfied with the manner in which the seller has handled his complaint or believes that the seller has violated his rights, he has the right to turn to the seller with a request for redress. If the Seller responds to the Buyer's request under the preceding sentence in a negative manner or fails to respond to such a request within 30 days from the date of its dispatch

by the Buyer, the Buyer shall have the right to file a motion for the commencement of an alternative dispute resolution pursuant to the provisions of Section 12 of Act No. 391/2015 Coll. on alternative dispute resolution of consumer disputes and on amendment and supplementation of certain acts. The competent entity for alternative dispute resolution of consumer disputes with the Seller is the Slovak Trade Inspection or another competent authorised legal entity registered in the list of alternative dispute resolution entities maintained by the Ministry of Economy of the Slovak Republic (the list is available at <http://www.mhsr.sk/>); the Buyer has the right to choose which of the above-mentioned alternative dispute resolution entities to turn to. The Buyer may use the online dispute resolution platform available at <http://ec.europa.eu/consumers/odr/> to submit a proposal for alternative dispute resolution of his/her consumer dispute. All other information regarding alternative dispute resolution between the Seller and the Buyer - consumer arising from or related to the contract as a consumer contract is provided on the website of the Ministry of Economy of the Slovak Republic [www.mhsr.sk](http://www.mhsr.sk) and in Act No. 391/2015 Coll. on Alternative Dispute Resolution for Consumer Disputes and on Amendments and Additions to Certain Acts.

## Article X.

### Final provisions

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- 10.1 The Seller reserves the right to change the General Terms and Conditions. The obligation of written notification of the change of the General Terms and Conditions is fulfilled by its placement in the Seller's Internet shop. In the event of a change in the General Terms and Conditions, the relationship between the Buyer and the Seller shall be governed by the General Terms and Conditions valid and effective at the time of conclusion of the contract, until its termination.
- 10.2 In addition to the general provisions of Act No. 40/1964 Coll., the Civil Code, as amended, special regulations, in particular Act No. 102/2014 Coll., apply to contractual relations (as well as other legal relations that may arise from the contractual relationship) with natural persons who do not act within the scope of their business activity when concluding a contract under these GTC. and Act No. 250/2007 Coll. on consumer protection.
- 10.3 The provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, apply to contractual relations (as well as other legal relations that may arise from the contractual relationship) with legal entities, or with natural persons - entrepreneurs.
- 10.4 These General Terms and Conditions include the Seller's Complaints Policy, which is located in the Seller's online shop.
- 10.5 These General Terms and Conditions come into force and effect upon their publication in the Seller's Online Shop on 22.2.2022.