

# General terms and conditions valid for the e-shop [www.tatrakon.sk](http://www.tatrakon.sk)

## 1. General provisions

These business and complaint conditions govern the rights and obligations of the contracting parties resulting from the purchase contract concluded between the seller, which is TATRAKON spol. s r.o., Priemysel'na 5668, 059 51 Poprad, SR, ID number: 31 692 613, registered in the Commercial Register of the Prešov District Court, Section: Sro, Insert no. 1810/P (hereinafter referred to as the "seller") and the buyer, the subject of which is the purchase and sale of goods on the seller's e-commerce website.

### Contact details of the seller:

TATRAKON spol. Ltd.  
Priemysel'na 5668, 059 51 Poprad  
ID number: 31 692 613, VAT number: 2020514342, VAT number: 2020514342  
entered in the Commercial Register of the Prešov District Court, Section: Sro, Insert no. 1810/P  
IBAN: SK361100000002949068449  
Phone: +421 905 987 128  
E-mail: [objednavky@tatrakon.sk](mailto:objednavky@tatrakon.sk)

### Supervisory authority:

Slovak Trade Inspection (STI)  
STI Inspectorate for the Prešov Region  
Obrancov Mieru 6, 080 01 Prešov

#### 1.1.

These business and complaint conditions are an integral part of the purchase contract. In the event that the contracting parties enter into a written sales contract in which they agree on conditions deviating from these terms and conditions of sales and complaints, the provisions of the sales contract will take precedence over these terms and conditions of sales and complaints. The conditions agreed in this way must not be in conflict with legal regulations.

#### 1.2.

The seller reserves the right to modify the price of the goods listed on the e-commerce website operated by the seller at any time. The change in the price of the goods does not apply to purchase contracts concluded before the price change, regardless of the fact that the goods have not yet been delivered.

#### 1.3.

In the event that the seller does not comply with his obligations stated in the applicable legislation of the Slovak Republic or the European Communities, or in these terms and conditions of business and complaints, the buyer can exercise his right against the seller through the relevant court.

#### 1.4.

In case of publication of incorrect or erroneous information about the characteristics of the goods, method or purpose of use, delivery time or price or any other information, the seller is not responsible for any damages caused. The seller has the right to change, supplement or otherwise modify this information at any time and without prior notice. In such a case, the buyer has the right to withdraw from the contract.

## 2. Method of concluding the purchase contract

#### 2.1.

The buyer sends the proposal for the conclusion of the purchase contract to the seller in the form of a completed and sent form on the seller's website, with which he sent the proposal for the conclusion of the purchase contract, the subject of which is the transfer of the ownership right to the goods marked by the buyer for the purchase price and under the conditions specified in this order ( hereinafter referred to as the "order").

#### 2.2.

Subsequently, after sending the order, the buyer will receive an automatically executed notification of order acceptance into the seller's electronic system (hereinafter referred to as "confirmation of order delivery") to his e-mail address. In order to avoid mistakes, the seller verifies the validity and extent of the order, the method of payment and transport by phone or in another

suitable way, and also confirms the delivery time and price.

### **2.3.**

The delivery confirmation contains information that the order has been delivered to the seller, but it is not an acceptance of the proposal to conclude a purchase contract.

### **2.4.**

The seller will then send information to the buyer's e-mail address about whether the buyer's order has been accepted (hereinafter referred to as "order acceptance"). The acceptance of the order contains information on the name and specification of the goods, the sale of which is the subject of the purchase contract, further information on the price of the goods and/or other services, information on the estimated delivery time of the goods, the name and information on the place where the goods are to be delivered and information on the possible price, conditions, method and date of transportation of the goods to the agreed place of delivery of the goods for the buyer, information about the seller (business name, registered office, ID number, registration number in the commercial register, etc.), possibly other necessary information. **2.5.**

The purchase contract is concluded by delivery of the acceptance of the order in electronic or written form to the buyer.

### **2.6.**

Before sending the order, the seller informed the buyer in a clear, unequivocal, comprehensible and unmistakable way about the pre-contractual information regarding complaints, payment, business, transport and other conditions by: **a)** inform the seller about the main characteristics of the goods to the extent appropriate to the used means of communication and the goods on the relevant page of the seller's e-commerce,

**b)** informed about the seller's business name and registered office on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store, **c)** about the seller's telephone number and about other data that are important for the buyer's contact with the seller, especially his e-mail address and fax number, if he has informed them on the relevant subpage of the seller's e-commerce and in Art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store, **d)** the address of the seller, where the buyer can claim the goods, file a complaint or other initiative, was informed in art. 1 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store, **e)** inform about the total price of the goods, including value added tax, as well as the costs of transport, delivery, postage and other costs and fees on the relevant catalog page of the seller's e-commerce,

**f)** the terms of payment, terms of delivery, the period by which the seller undertakes to deliver the goods, information on the procedures for applying and handling claims, complaints and suggestions of the buyer in the relevant articles of these terms and conditions of business and claims, which are located on the relevant sub-page of the electronic seller's store, **g)** information about the buyer's right to withdraw from the purchase contract, the conditions, time limit and procedure for exercising the right to withdraw from the contract was reported in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,

**h)** on the provision of the form for withdrawal from the purchase contract, informed in art. 10 and in the appendix of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store; at the same time, the seller provided the form for withdrawal from the purchase contract in the annex to these terms and conditions, which are located on the relevant subpage of the seller's e-commerce

**i)** on the information that if the buyer withdraws from the purchase contract, he will bear the costs associated with returning the goods to the seller according to § 10 par. 3 of Act No. 102/2014 Coll. on consumer protection when selling goods or providing services on the basis of a contract concluded at a distance or a contract concluded outside the seller's premises and on the amendment of certain laws (hereinafter referred to as the "Act on Consumer Protection in Distance Selling"), and if he withdraws from the purchase contract the costs of returning the goods, which, due to their nature, cannot be returned via post, informed in art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store **j)** on the buyer's obligation to pay the seller the price for the actually provided performance according to § 10 par. 5 of the Act on Consumer Protection in Distance Selling, if the buyer withdraws from the service contract after giving the seller express consent according to § 4 par. 6 of the Act on Consumer Protection in Distance Selling informed in Art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,

**k)** about the circumstances under which the buyer loses the right to withdraw from the contract informed in art. 10 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store, **l)** on instruction on the responsibility of the seller for defects in goods according to section § 622 and 623 of the Civil Code informed in Art. 8 of these business and complaint conditions, which are located on the relevant subpage of the seller's electronic store,

**m)** on the duration of the contract, if it is a contract concluded for a fixed period; if it is a contract concluded for an indefinite period of time or if it is a contract in which its validity is automatically extended, also information on the terms of termination of the contract, informed on the relevant catalog page of the seller's e-commerce and in these terms and conditions of business and complaints, which are located on the relevant sub-page the seller's electronic store,

- n)** informed about the minimum duration of the buyer's obligations arising from the purchase contract, if the purchase contract implies such an obligation for the buyer, on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the seller's e-shop,
- o)** about the buyer's obligation to pay an advance payment or provide other financial security at the seller's request and about the conditions that apply to its provision, if the purchase contract results in such an obligation for the buyer, he informed on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are placed on the relevant subpage of the seller's electronic store,
- p)** about the functionality, including the applicable technical protection measures to secure the electronic content, if appropriate, informed on the relevant catalog page of the seller's e-shop and in these business and complaint conditions, which are located on the relevant sub-page of the seller's e-shop,
- r)** about the possibility and conditions of resolving the dispute out of court through the system of alternative dispute resolution, if the seller has committed to using this system, he has informed on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are located on the relevant sub-page of the seller's electronic store,
- s)** on the actions necessary to conclude a purchase contract, by describing these necessary actions in these business and complaint conditions, which are located on the relevant subpage of the seller's e-commerce,
- t)** that the purchase contract will be stored in electronic form with the seller and is available to the buyer after the buyer requests it in writing, informed on the relevant catalog page of the seller's electronic store and in these terms and conditions of business and complaints, which are located on the relevant sub-page the seller's electronic store,
- u)** that the language offered for concluding the contract is Slovak on the relevant catalog page of the seller's e-shop and in these terms and conditions, which are located on the relevant sub-page of the seller's e-shop.

#### **2.7.**

If the seller has not fulfilled the information obligation regarding the payment of additional fees or other costs according to point 2.6. letter e) these business and complaint conditions or the costs of returning the goods according to point 2.6. letter i) of these business and complaint conditions, the buyer is not obliged to pay these additional costs or fees.

### **3. Rights and obligations of the seller**

#### **3.1.**

The seller is obliged to:

- a)** based on the order confirmed by acceptance, deliver the goods to the buyer in the agreed quantity, quality and time and pack them or equip them for transport in a manner necessary for their preservation and protection,
- b)** ensure that the delivered goods meet valid legal standards according to Slovak legislation,
- c)** immediately after the conclusion of the purchase contract, but no later than together with the delivery of the goods, provide the buyer with a confirmation of the conclusion of the purchase contract via email. The confirmation must contain all the information mentioned in point 2.6. including the form for withdrawing from the purchase contract. **d)** hand over the delivery note and tax document (invoice) to the buyer together with the goods in written form at the latest. **3.2.**

The seller has the right to proper and timely payment of the purchase price from the buyer for the delivered goods.

#### **3.3.**

If, due to sold-out stocks or unavailability of the goods, the seller is unable to deliver the goods to the buyer within the time period agreed in the purchase contract or determined by these commercial and complaint conditions or for the agreed purchase price, the seller is obliged to offer the buyer a substitute performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). The buyer can withdraw from the purchase contract or cancel the order by sending an e-mail. If the buyer has already paid the purchase price or part of it, the seller will return the already paid purchase price or part of it within 14 days from the date of delivery of the e-mail about withdrawal from the purchase contract, or cancellation of the order to the buyer on the account designated by him, unless the parties agree otherwise. In the event that the buyer does not accept the substitute performance offered by the seller within a reasonable period of time or does not withdraw from the purchase contract, the seller is entitled to withdraw from the purchase contract and in the event that the buyer has already paid the purchase price or part of it, the seller is obliged to return the already paid purchase price or part of it within 14 days from the date of delivery of withdrawals from the purchase contract to the buyer.

#### **3.4.**

The seller reserves the right to change the sales prices published in the e-shop at any time, to cancel or introduce any price action. Changes are subsequently binding on all orders created from the moment of the change.

### **4. Rights and obligations of the buyer**

#### **4.1.**

The buyer was informed by the seller that part of the order is the obligation to pay the price.

#### **4.2.**

The buyer is obliged to:

- a) take over the ordered and delivered goods,
- b) pay the seller the agreed purchase price within the agreed due date, including the costs of delivering the goods,
- c) confirm receipt of the goods in the delivery note with his signature or the signature of a person authorized by him.

#### **4.3.**

The buyer has the right to deliver the goods in the quantity, quality, date and place agreed by the contracting parties.

### **5. Delivery and payment conditions**

#### **5.1.**

The usual availability of goods with the date of their dispatch is indicated for each item on the website of the electronic store. The seller displays non-binding information about availability in the e-shop. However, this information may change and the seller does not guarantee the immediate availability of the offered goods. The real availability of the goods will be confirmed for the buyer based on the buyer's question.

#### **5.2.**

If the seller and the buyer have not agreed otherwise in the purchase contract, the seller is obliged to deliver the item to the buyer without delay, no later than 14 days from the date of conclusion of the purchase contract. If the seller has not fulfilled his obligation to deliver the thing within the period according to the first sentence, the buyer will ask him to deliver the thing within the additional reasonable period provided by him. If the seller does not deliver the item even within this additional reasonable period, the buyer is entitled to withdraw from the contract.

#### **5.3.**

The seller is entitled to invite the buyer to take over the goods even before the expiry of the deadline for the delivery of the goods agreed in the purchase contract.

#### **5.4.**

The buyer is obliged to take over the goods at the place that is the seller or his representative, authorized to deliver the goods and the buyer agreed in the purchase contract or in another way at the time before the delivery of the goods (hereinafter referred to as the "Place"). The buyer is obliged to take over the goods within the time period agreed by the seller or his representative, authorized to deliver the goods, and the buyer in the purchase contract or in another way before the delivery of the goods (hereinafter referred to as the "Time Range").

#### **5.5.**

In the event that the seller delivers the goods to the buyer at the Place and in the Time frame, the buyer is obliged to take over the goods personally or to ensure that the goods are taken over by a person whom he authorizes in case of his absence to take over the goods and to sign a protocol on the payment of the purchase price and the delivery and handover of the goods. The third party authorized to take over the goods is obliged to submit a copy of the order acceptance to the seller. The goods are considered delivered and accepted at the moment of delivery of the goods to the buyer. Delivery of the goods to the buyer means the delivery of the goods to the Location, their acceptance by the buyer or a third party authorized by the buyer and the signing of the protocol on payment of the purchase price and delivery and handover of the goods by the buyer or a third party authorized by the buyer.

#### **5.6.**

If it is necessary to repeat the delivery of the goods due to the absence of the buyer at the Place and in the Time Range, or in the event that the buyer, without prior written withdrawal from the purchase contract, does not take over the goods within 7 days after the futile expiration of the Time Range, the seller is entitled to claim compensation for the incurred damage in the amount the actual costs of an attempt to unsuccessfully deliver the goods to the Site.

#### **5.7.**

The buyer is obliged to check the shipment, that is, the goods as well as their packaging immediately after delivery in the presence of the seller's representative. If the existence of a defect in the goods is discovered, the seller's representative is obliged to allow the buyer to make a record of the extent and nature of the defect in the goods, the correctness of which will be confirmed by the seller's representative. On the basis of the record thus prepared and delivered to the seller, the buyer can subsequently refuse to accept the delivered goods with a defect or confirm the delivery of the goods with a defect, and subsequently in accordance with Art. 8 of these terms and conditions of business and claims, to apply for a claim for product defects with the seller or a designated person. In the event that the buyer refuses to take delivery of the delivered goods with a defect, the seller shall bear all costs incurred for returning the goods to the seller.

#### **5.8.**

The buyer is entitled in the event of non-delivery of the goods by the seller within the period specified in point 5.2. of these terms and conditions to withdraw from the purchase contract and the seller is obliged to return the already paid purchase price

to the buyer within 14 days from the delivery of the withdrawal from the purchase contract by cashless transfer to the buyer's bank account specified by the buyer.

#### **5.9.**

The buyer must choose the payment method when placing the order. The buyer can change the selected payment method only after agreement with the seller.

#### **5.10.**

The buyer has the option of choosing the delivery of the ordered goods under the following conditions:

**Delivery by courier:** €3.90 (incl. VAT)

**Online card payment** (via a payment card through the CardPay payment gateway)

**Payment by bank transfer** (After sending your order, send your payment directly to our bank account. Use your order number as a variable symbol to identify the payment)

Account number for payments from the e-shop:

Tatra banka, a. with.

**IBAN:** SK36110000000002949068449

**BIC:** TATRSKBX

### **6. Purchase price**

#### **6.1.**

The purchase price for the goods agreed in the purchase contract between the seller and the buyer is stated in the order acceptance (hereinafter referred to as the "purchase price").

#### **6.2.**

The buyer is obliged to pay the seller the purchase price, including the costs of delivery of the goods in cash, or by payment card when taking over the goods in person, cash on delivery at the place of delivery of the goods or by non-cash transfer to the seller's account, indicated in the acceptance of the order at the time before taking over the goods. The buyer is obliged to pay the seller the purchase price for the agreed goods within the period according to the purchase contract, but at the latest upon taking over the goods.

#### **6.3.**

All announced price promotions are only valid until stocks last, unless otherwise stated for a specific product.

### **7. Acquisition of ownership and passing of the risk of damage to the goods**

#### **7.1.**

The buyer acquires ownership rights to the goods only upon full payment of the entire purchase price for the goods.

#### **7.2.**

The risk of damage to the goods passes to the buyer at the time when the buyer or a third person authorized by the buyer takes over the goods from the seller or his representative, authorized to deliver the goods, or when he does not do so in time, then at the time when the seller allows the buyer to handle the goods and the buyer will not take over.

### **8. Complaints procedure (responsibility for defects, warranty, complaints)**

#### **8.1.**

The buyer can request an exchange of goods,

#### **8.2.**

The seller is responsible for the defects of the goods in accordance with the applicable regulations of the SR, and the buyer is obliged to make a claim via e-mail.

#### **8.3.**

The handling of complaints is subject to the valid complaint procedure of the seller, i.e. Art. 8 of these business and complaint terms and conditions. The buyer was properly familiarized with the complaint procedure and informed about the conditions and method of complaining about the goods.

#### **8.4.**

The complaint procedure applies to goods purchased by the buyer from the seller in the form of an electronic store on the seller's electronic store website.

#### **8.5.**

The buyer has the right to claim responsibility from the seller for a defect in the goods, relating only to goods that show defects for which the manufacturer, supplier or seller who was purchased from the seller is responsible.

#### **8.6.**

The complaint procedure regarding the goods begins on the day when all the following conditions are met cumulatively:

a) delivery of the Notice of claim to the seller,

b) delivery of the claimed goods from the buyer to the seller or designated person,

**8.7.**

The seller or a designated person will issue a confirmation of the application of the goods complaint to the buyer in a suitable form chosen by the seller, e.g. in the form of e-mail or in writing, in which he is obliged to accurately indicate the claimed defects of the goods and once again instruct the consumer about his rights. If the claim is made via means of remote communication, the seller is obliged to deliver the confirmation of the claim to the buyer immediately; if it is not possible to deliver the confirmation immediately, it must be delivered without unnecessary delay, but at the latest together with a document on the processing of the claim; confirmation of the application of the claim does not need to be delivered if the buyer has the opportunity to demonstrate the application of the claim in another way.

**8.8.**

The seller or designated person is obliged to determine the method of handling the complaint according to section § 2 letter m) z.z. 250/2007 on consumer protection immediately, in more complex cases within 3 days from the start of the complaint procedure, in justified cases no later than 30 days from the date of the start of the complaint procedure. After the expiry of the deadline for processing the complaint, the consumer has the right to withdraw from the contract. **8.9.**

The seller is obliged to issue a written document to the buyer about the method of determining the processing of the claim and the processing of the claim within 30 days at the latest from the day of the claim in person, through a postal or courier or delivery service provider. The seller will inform the buyer about the result of handling the complaint immediately after the end of the complaint procedure by phone or e-mail, and at the same time, together with the goods, or proof of processing of the complaint delivered via e-mail

**8.10.**

The use-by date or minimum shelf-life date must be marked with food, and the deadline for making a claim is determined by this date. If the period for use is marked on the sold goods, its packaging or the instructions attached to it, the warranty period does not end before the expiry of this period. Warranty periods start from the time the buyer takes over the item.

## **9. Personal data and their protection**

**9.1.**

By confirming the terms and conditions, the buyer acknowledges that the personal data provided by filling in the data when placing the order is processed in accordance with § 13 par. 1 letter b) Act no. 18/2018 z.z. on personal data protection and amendments to certain laws and Art. 6 par. 1 letter b) of Regulation 2016/679 on the protection of natural persons in the processing of personal data.

**9.2.**

The contracting parties have agreed that the buyer, if he is a natural person, is obliged to notify the seller in the order of his name and surname, address of permanent residence including zip code, telephone number and email address. **9.3.**

The contracting parties have agreed that the buyer, if he is a legal entity, is obliged to notify the seller in the order of his business name, registered office address including zip code, social security number, telephone number and email address. More information according to § 19 and § 20 of Act no. 18/2018 Coll. on the protection of personal data and amendments to some laws can be found [HERE](#) .

## **10. Registration in the e-shop**

**10.1.**

The operator provides the possibility to register and create a customer account within the e-shop. Creating a registration is considered to be the provision of a free service by the seller to the buyer, from which he benefits: tracking the history of orders, order management, pre-filling the delivery or billing address.

**10.2.**

A contract for the provision of a free service is concluded by registering the user and creating his own account in the online store.

## **11. Withdrawal from the purchase contract**

**11.1.**

If the seller cannot fulfill his obligations arising from the purchase contract due to the sold-out of stocks, the unavailability of the goods, or if the manufacturer, importer or supplier of the goods agreed in the purchase contract has stopped production or made such serious changes that made it impossible to fulfill the seller's obligations arising from the purchase of the contract or for reasons of force majeure, or if, even after making all the efforts that can be fairly required of him, he is unable to deliver the goods to the customer within the period determined by these terms and conditions or at the price specified in the order, the seller is obliged to inform about this fact immediately the buyer and at the same time is obliged to offer the buyer alternative

performance or the possibility for the buyer to withdraw from the purchase contract (cancel the order). In the event that the buyer withdraws from the purchase contract for the reasons stated in this point of these complaints and terms and conditions, the seller is obliged to return to the buyer the advance payment already paid for the goods agreed in the purchase contract within 14 days from the notification of withdrawal from the contract by transfer to the account specified by the buyer . **11.2.** The buyer is entitled to withdraw from the purchase contract without giving a reason in accordance with sec. § 7 et seq. Act no. 102/2014 Coll. on consumer protection in distance selling (hereinafter referred to as the "Act on consumer protection in distance selling") within 14 days from the receipt of the goods, if the seller has timely and properly fulfilled the information obligations according to section § 3 of the Act on Consumer Protection in Distance Selling. The buyer has the right to unpack the carton within this period after receiving it.

#### **11.3.**

The period for withdrawing from the contract begins on the day when the buyer or a third party designated by him, with the exception of the carrier, takes over the ordered goods, or if:

**a)** the goods ordered by the buyer in one order are delivered separately, from the date of receipt of the last delivered goods, **b)** delivers goods consisting of several parts or pieces, from the date of receipt of the last part or last piece, **c)** on the basis of the contract, the goods are delivered repeatedly during the defined period, from the date of acceptance of the first delivered goods.

#### **11.4.**

The buyer can withdraw from the purchase contract, the subject of which is the purchase of goods, even before the expiry of the withdrawal period.

#### **11.5.**

The buyer must make the withdrawal from the contract in writing in a way that leaves no doubt that the contract has been withdrawn, or in the form of a record on another durable medium or using the form that forms attachment no. 1 of these business and complaint terms and conditions. The deadline for withdrawal from the contract is considered to have been observed if the notice of withdrawal from the contract was sent to the seller no later than the last day of the deadline according to section § 7 par. 1 of the Act on Consumer Protection in Distance Selling.

#### **11.6.**

Withdrawal from the purchase contract according to the passing point of these commercial and complaint conditions must contain the information required in the form for withdrawal from the purchase contract, which forms Annex no. 1 of these business and complaint conditions, in particular the identification of the buyer, the number and date of the order, the exact specification of the goods, the way in which the seller should return the payment already received, in particular the account number and/or the postal address of the buyer.

#### **11.7.**

If the buyer withdraws from the purchase contract, any additional contract related to the purchase contract from which the buyer withdrew is also canceled from the beginning. It is not possible to demand any costs or other payments from the buyer in connection with the cancellation of the supplementary contract, except for the payment of costs and payments specified in section § 9 paragraph 3, subsection § 10 par. 3 and 5 of the Act on Consumer Protection in Distance Selling and Service Prices, if the subject of the contract is the provision of a service and the service has been fully provided.

#### **11.8.**

The buyer is obliged to send the goods back to the address of the operator's registered office, or hand them over to the seller or a person authorized by the seller to receive the goods, without undue delay, but no later than within 14 days from the date of withdrawal from the purchase contract. This does not apply if the seller has suggested that he collects the goods personally or through a person authorized by him. The deadline according to the first sentence of this point of these terms and conditions of trade and complaints is considered to have been observed if the goods were handed over for transport no later than the last day of the deadline. The buyer is obliged to deliver the goods to the seller complete, including complete documentation, undamaged, preferably in the original packaging and unused.

#### **11.9.**

It is recommended to insure the goods. The seller does not accept cash on delivery shipments. The seller is obliged without undue delay, no later than 14 days from the date of delivery of the notice of withdrawal from the contract, to return to the buyer all payments received from him on the basis of the purchase contract or in connection with it, including the costs of transport, delivery and postage and other costs, and fees. The seller is not obliged to return payments to the buyer according to this point of these terms and conditions of business and complaints before the goods are delivered to him, or until the buyer proves that the goods have been sent back to the seller, unless the seller suggests that he collects the goods personally or through a person authorized by him.

#### **11.10.**

The buyer bears the costs of returning the goods to the seller or to a person authorized by the seller to take over the goods. This does not apply if the seller has agreed to bear them himself or if he has not fulfilled the obligation according to § 3 par. 1 letter i) of the Act on Consumer Protection in Distance Selling.

### **11.11.**

The buyer is only responsible for the reduction in the value of the goods, which occurred as a result of such handling of the goods, which is beyond the scope of the handling necessary to determine the properties and functionality of the goods. The consumer is not responsible for a decrease in the value of the goods if the seller has not fulfilled the information obligation about the consumer's right to withdraw from the contract according to § 3 par. 1 letter h) Act on Consumer Protection in Distance Selling

### **11.12.**

The seller is obliged to return the purchase price for the goods to the buyer in the same way that the buyer used for his payment, unless he agrees with the buyer on another method of returning payments without additional fees being charged to the buyer in this regard.

### **11.13.**

In accordance with sec. § 7 par. 6 letters a/ to l/ of the Act on Consumer Protection in Distance Selling, the buyer cannot withdraw from the contract, the subject of which is:

- a)** the provision of a service, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract after the full provision of the service, and if the full provision of the service took place,
- b)** the sale of goods or the provision of services, the price of which depends on the movement of prices on the financial market, which the seller cannot influence and which may occur during the period for withdrawing from the contract, **c)** sale of goods made according to the special requirements of the consumer, goods made to measure or goods intended specifically for one consumer,
- d)** sale of goods that are subject to rapid deterioration or deterioration,
- e)** sale of goods enclosed in protective packaging, which are not suitable for return due to health protection or hygiene reasons and whose protective packaging was broken after delivery,
- f)** sale of goods which, due to their nature, may be inseparably mixed with other goods after delivery, **g)** sale of alcoholic beverages, the price of which was agreed at the time of the conclusion of the contract, while their delivery can be carried out no earlier than 30 days later, and their price depends on the movement of prices on the market, which the seller cannot influence,
- h)** performing urgent repairs or maintenance that the consumer has expressly requested from the seller; this does not apply to service contracts and contracts the subject of which is the sale of goods other than spare parts necessary for repair or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not order these services or goods in advance,
- i)** sale of audio recordings, video recordings, audio-visual recordings, books or computer software sold in protective packaging, if the consumer has unpacked this packaging,
- j)** sale of periodicals, with the exception of sales based on a subscription agreement and sale of books not supplied in protective packaging,
- k)** provision of accommodation services for a purpose other than accommodation, transport of goods, car rental, provision of catering services or provision of services related to leisure activities and according to which the seller undertakes to provide these services at the agreed time or within the agreed deadline,
- l)** provision of electronic content other than on a physical medium, if its provision began with the express consent of the consumer and the consumer declared that he was properly informed that by expressing this consent he loses the right to withdraw from the contract.

## **12. Alternative dispute resolution**

If the consumer is not satisfied with the way in which the seller handled his complaint or if he believes that the seller has violated his rights, he has the opportunity to contact the seller with a request for correction. If the seller responds negatively to the request for correction or does not respond to it within 30 days from the day it was sent, the consumer has, in accordance with § 12 of Act no. 391/2015 Coll. on the alternative resolution of consumer disputes and on the amendment of certain laws, the right to submit a proposal to initiate an alternative resolution of one's dispute. The competent entity for alternative resolution of consumer disputes with the e-shop operator is the Slovak Trade Inspection ([www.soi.sk](http://www.soi.sk)) or another relevant authorized legal entity registered in the list of entities for alternative resolution of disputes maintained by the Ministry of Economy of the Slovak Republic (<http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľskych-sporov/146987s>), while the consumer has the right to choose which of the listed entities of alternative resolution of consumer disputes to turn to. At the same time, the consumer can use the online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/> to submit a proposal for an alternative resolution of their dispute. The consumer can find information about fees for the proposal on the website of a specific alternative dispute resolution entity.

### **13. Final provisions**

#### **13.1.**

If the purchase contract is concluded in written form, any change to it must be in written form. The contracting parties have agreed that communication between them will be carried out in the form of e-mail messages. The relevant provisions of the legislation of the Slovak Republic, which regulate the relevant facts, apply to relations not regulated by these business and complaint conditions.

#### **13.2.**

These business and complaint conditions become effective against the buyer upon conclusion of the purchase contract.

#### **13.3.**

Before sending the order, the buyer will be asked to check the box to confirm that he has familiarized himself with these terms and conditions, read them, understood their content and agrees with them in their entirety.

#### **13.4.**

By publishing these business and complaint conditions on the website [www.tatrakon.sk](http://www.tatrakon.sk), the previous General Terms and Conditions lose their validity and effectiveness.

#### Annex no. 1 Form for withdrawing from the contract

##### **(fill in and send this form only if you wish to withdraw from the contract)**

To: TATRAKON spol. s r.o., Priemyselná 5668, 059 51 Poprad, ID number: 31 692 613, registered in the Commercial Register of the District Court of Prešov, Division Sro, Insert number 1810/P, telephone +421 905 987 128, e-mail [objednavky@tatrakon.sk](mailto:objednavky@tatrakon.sk)

I hereby announce that I withdraw from the purchase contract for this product / from the contract for the provision of this service number: Date of order / receipt (\*)

Name of consumer(s) (\*)

Address of the consumer(s) (\*)

Bank account number for the refund

Signature of the consumer/consumers (only if this form is submitted in paper form)

A date

(\*) Mandatory information.

#### Annex no. 2 Instruction on exercising the buyer's right to withdraw from the purchase contract

##### **1. The right to withdraw from the purchase contract**

You have the right to withdraw from this purchase contract without giving a reason within 14 days. The period for withdrawing from the contract expires 14 days from the day when you, or a third party designated by you, with the exception of the carrier, takes over the goods. When exercising the right to withdraw from the purchase contract, inform us of your decision to withdraw from this purchase contract by a clear statement (for example, by letter sent by post, fax or e-mail) to the postal address: TATRAKON spol. s r.o., Priemyselná 5668, 059 51 Poprad, or by e-mail to [objednavky@tatrakon.sk](mailto:objednavky@tatrakon.sk). For this purpose, you can use the model form for withdrawing from the purchase contract, which can be found as Appendix no. 1 of the Business and Complaints Terms and Conditions. If you are interested, you have the option to fill out and send a sample form for withdrawing from the purchase contract, or any other clear declaration of withdrawal from the purchase contract, also electronically via e-mail to the address [objednavky@tatrakon.sk](mailto:objednavky@tatrakon.sk). If you use this option, we will immediately confirm the withdrawal from the purchase contract by e-mail or on another durable carrier. The withdrawal period from the purchase contract is preserved if you send a notice of exercise of the right to withdraw from the purchase contract before the withdrawal period from the purchase contract expires.

##### **2. Consequences of withdrawal from the contract**

In case of withdrawal from the purchase contract, we will return all payments you made in connection with the conclusion of the purchase contract, especially the purchase price, including the costs of delivering the goods to you. This does not apply to additional costs if you have chosen a different type of delivery than the cheapest normal delivery method we offer, nor to costs for additional services if they were the subject of the contract and if they were fully provided. Payments will be returned to you without undue delay and in any case no later than 14 days from the day we receive your notice of withdrawal from this purchase contract. Their payment will preferably be made by transfer to a bank account, or in the same way as you used for your payment, without charging any additional fees. Payment for the purchased goods will be made to you only after the returned goods have been delivered back to our address or upon presentation of a document evidencing the return of the goods, whichever occurs

first. Send the goods back to us or bring them to the address of the company's headquarters or to the collection point where you received them without undue delay and in any case no later than 14 days from the date of exercising the right to withdraw from the contract. The period is considered to be preserved if you send the goods back before the 14-day period has expired. You bear the direct costs of returning the goods. Please note that in the event of withdrawal from the purchase contract, you are responsible for any reduction in the value of the goods as a result of handling them between the time of delivery and the moment of their return in a manner other than that necessary to determine the nature, properties and functionality of the goods.

**Notice**

www.tatragon.sk reserves the right to change these conditions without giving reasons.

Prices and offers on this e-shop are valid from 01.01.2023