

TERMS AND CONDITIONS

1 .GENERAL PROVISIONS

1. These General Terms and Conditions govern the rights and obligations of the parties arising from the purchase contract concluded between:

I. Basic data

To the seller: Tomáš Zúbrik, Jiráskova 400/23, 965 01 Žiar nad Hronom

IČO: 48108987

Číslo účtu: IBAN: SK33 8360 5207 0042 0066 4408

entered in the register: Okresného úradu Žiar nad Hronom, Trade register number 680-19100

Contact information:

tel: +421 910 389 314

mail: info@tomweb.sk

(hereinafter referred to as the "seller")

and

buyer, whose subject is the purchase and sale of the product on the website of the seller's e-shop.

Supervisory authority:

SOI Inspectorate for the Banská Bystrica Region

based in Banská Bystrica

Dolná 46, 974 00 Banská Bystrica 1

Supervision Department and Legal Department

tel. no. 048/412 49 69, 048/415 18 71, 048/415 18 73

fax no. 048/412 46 93

e-mail: bb@soi.sk

Address for making complaints, withdrawals from the contract, suggestions and grievances:

Tomáš Zúbrik, Jiráskova 400/23, 965 01 Žiar nad Hronom, IČO: 48108987, e-mail: info@tomweb.sk

2. SUBJECT OF THE CONTRACT

The subject of the contract are only items of goods and services (hereinafter products in various grammatical forms) explicitly stated in the purchase contract - order. The quantity, properties, prices, and other data contained on the seller's website are binding data.

The seller undertakes to supply the buyer with:

- a defect-free product in accordance with the specification or with the characteristics usual for the type of service in question,

- a product complying with the standards, regulations and ordinances valid in the territory of the Slovak Republic.

The parties agree that by sending the order to the seller, the buyer confirms that he agrees that these general terms and conditions and their terms and conditions will apply to all purchase contracts concluded on the e-commerce website operated by the seller, under which the seller delivers the product presented on the website in question to the buyer (hereinafter referred to as the "purchase contract") and to all relations between the seller and the buyer, arising in particular from the conclusion of the purchase contract and product complaint.

3. ORDER CANCELLATION

Cancellation of the order by the buyer:

The buyer has the right to cancel the order without giving a reason at any time before its binding confirmation and the buyer has the right to withdraw from the contract, the subject of which is the delivery of the product, even before the expiration of the withdrawal period.

If the seller has provided the consumer in a timely and proper manner with information on the right to withdraw from the contract pursuant to § 3 para. 1 letter h), the consumer is entitled, even without giving a reason, to withdraw from the contract concluded at a distance or from the contract concluded outside the premises of the seller within 14 days from the date of receipt of the product.

The seller will exercise the right to compensation mainly in the case of purchase of the product "to order", which was necessary to procure at the request of the buyer or if in connection with securing the product has already incurred demonstrable costs. The cancellation fee can be up to the cost of the product.

Order cancellation by the seller:

The seller reserves the right to cancel the order or part thereof in the following cases:

- the order could not be confirmed in a binding manner (incorrect telephone number, unavailable buyer, buyer does not respond to e-mails, etc.).

The General Terms and Conditions are an integral part of the purchase contract. In the event that the seller and the buyer enter into a written purchase agreement in which they agree on conditions deviating from the general terms and conditions, the provisions of the purchase agreement will take precedence over the general terms and conditions.

4. METHOD OF CONCLUDING A PURCHASE AGREEMENT

1. The Purchase Agreement is concluded by the binding acceptance of the proposal for the conclusion of the Purchase Agreement by the Seller in the form of an e - mail message from the Buyer sent to the Seller or in the form of a form filled in and sent by the Buyer on the Seller 's website or .

2. The binding acceptance of the buyer's order by the seller is a telephone or email confirmation or confirmation via a private message to the buyer of the acceptance of the order after the previous acceptance of the order by the buyer marked as "order confirmation".

3. Binding acceptance of the order includes information on the name and specification of the product whose sale is the subject of the purchase contract, information on the price of the product and / or other services, name and information on where and how the product is to be delivered and information on the price, conditions , method and date of delivery of the product, or other information.

5. RIGHTS AND OBLIGATIONS OF THE SELLER

1. The seller is obliged to:

a. deliver the product to the buyer on the basis of the order confirmed by the seller in the agreed quantity, quality and time,

- b. ensure that the delivered product meets the obligations set out in the valid legal regulations of the Slovak Republic,
 - c. to hand over to the buyer at the latest together with the product in written or electronic form all documents necessary for taking over and using the product and other documents prescribed by valid legal regulations (data on product properties, form for withdrawal from the contract).
2. The seller has the right to proper and timely payment of the purchase price from the buyer for the delivered product.

6. BUYER'S RIGHTS AND OBLIGATIONS

1. The consumer is entitled to withdraw from the contract in writing within fourteen days without giving a reason (Act No. 102/2014 Coll. On consumer protection in the sale of goods or provision of services on the basis of a distance contract or a contract concluded outside the seller's premises).) from the date of taking over the product or concluding the service contract. Withdrawal of the consumer from the contract terminates the contract from the beginning.
2. Consumer:
- a. takes over the purchased or ordered product,
 - b. pay the seller the agreed purchase price within the agreed due date, including the cost of product delivery,
 - c. confirms the receipt of the product by email, his signature, or the signature of a person authorized by him.
3. The consumer has the right to deliver the product in the quantity, quality, time and manner agreed by the parties in the binding acceptance of the order.

7. DELIVERY CONDITIONS

1. Methods of product delivery:

Delivery of the product is possible in the following way:

- in person, at the published date and time on the website www.tomweb.sk

2. Prices and payments for product delivery:

- the product will be delivered to the customer in the value of the purchase amount of the product. The seller does not charge delivery costs.

The buyer is obliged to pay the seller the purchase price of the product agreed in the purchase contract at the time of concluding the purchase contract, including the cost of delivery of goods (hereinafter "purchase price") according to Act No. 18/1996 Coll. as amended in the form of:

- cashless transfer to the seller's account,
- payment card via the Internet.

3. If the buyer pays the seller the purchase price by non-cash transfer, the day of payment is considered the day when the entire purchase price was credited to the seller's account IBAN: SK33 8360 5207 0042 0066 4408, VS: order number.

4. The buyer is obliged to pay the seller the purchase price for the agreed product within the period according to the purchase contract, but no later than when taking over the product.

5. If the buyer pays the seller the purchase price for the product agreed in the purchase contract, the buyer is entitled to withdraw from the purchase contract and demand a refund of the purchase price only in accordance with applicable legislation of the Slovak Republic.
6. In the event that the buyer does not pay the seller the full purchase price when taking over the product, the parties agree that the seller is entitled to withdraw from the purchase contract and demand compensation from the buyer for the costs of ordering and delivery of unpaid product.
7. The prices of the product listed on the seller's website are valid at the time of ordering.
8. The purchase price will be considered paid by crediting the full purchase price to the seller's account, in the case of payment by transfer to the seller's account, or by payment via payment card.
9. The seller reserves the right of ownership of the product until full payment of the purchase price.
10. The proof of purchase issued on the basis of the purchase contract between the seller and the buyer is at the same time a tax document.
11. Acceptance of the product by the buyer is in principle only possible after full payment, unless otherwise agreed.
12. To the price of the product is added the price of transport of the product, as mentioned above in point 7.2.
13. The product is sold according to the requirements of the buyer and issued samples, catalogs, type sheets, sample books of the seller, placed on the website of the seller's e-shop.
14. Unless the seller and the consumer agree otherwise, the seller is obliged to fulfill the consumer's order within 30 days of delivery.
15. The buyer takes over the product by the process specified in the acceptance of the buyer's order by the seller.
16. Data on product properties, quantity and other data contained on the seller's e-commerce website are binding data.
17. The place of delivery of the product is the place specified in the acceptance of the order by the seller, unless the parties agree otherwise in the purchase contract.
18. The seller will make the product available to the buyer at the address specified in the purchase contract with the buyer. The product is considered delivered at the time of delivery of the product at the address specified in the binding acceptance of the order.
19. If the buyer finds out that the product has any defects, he will notify the seller of this fact and file a complaint with the seller, respectively. withdrawal from the contract with the seller.
20. If the seller does not fulfill the contract because he cannot deliver the ordered product or provide the service, he is obliged to immediately inform the consumer and return the price paid for the product or advance within 14 days, unless the seller and the consumer agree on a replacement. If the seller and the consumer do not agree on a replacement performance, the seller is obliged to reimburse all proven costs incurred by the consumer to order the product or services. In the case of a replacement performance, the seller is obliged to deliver the product or service to the consumer in the same quality and price.

8. ACQUISITION OF OWNERSHIP AND TRANSFER OF RISK OF DAMAGE TO GOODS

The buyer acquires ownership of the product upon full payment of the full purchase price for the product.

9. COPYRIGHT

Copyright is governed by the Copyright Act no. 185/2015 Coll. as amended.

10. WITHDRAWAL FROM THE PURCHASE AGREEMENT

1. The buyer is entitled to withdraw from the purchase contract within 14 days of receiving the product without giving a reason in accordance with Art. § 7 par. 1 of Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and on the amendment of certain laws.

The seller is obliged to take over the product and return to the consumer no later than 14 days from the date of delivery of the withdrawal from the contract the price paid for the product, including costs incurred by the consumer in order to order goods or services. The cost of returning the product is borne by the consumer.

The consumer may not withdraw from a contract which has as its object:

- (a) the provision of a service, where the provision of the service began with the consumer's express consent and the consumer has stated that he has been duly informed that, by expressing that consent, he loses the right to withdraw from the contract after full provision of the service;
- b) the sale of goods or the provision of services, the price of which depends on price movements on the financial market, which the seller cannot influence and which may occur during the period for withdrawal from the contract,
- c) the sale of goods made according to the specific requirements of the consumer, custom-made goods or goods intended specifically for one consumer,
- d) sale of goods subject to rapid deterioration or deterioration,
- e) the sale of goods enclosed in protective packaging which cannot be returned for reasons of health protection or hygienic reasons and whose protective packaging has been broken after delivery,
- f) sale of goods which, due to their nature, may, after delivery, be inseparably mixed with other goods,
- g) the sale of alcoholic beverages, the price of which was agreed at the time of concluding the contract, their delivery being possible after 30 days at the earliest and their price depending on market price movements over which the seller cannot influence,
- (h) the performance of urgent repairs or maintenance explicitly requested by the consumer from the seller; this does not apply to service contracts and contracts having as their object the sale of goods other than spare parts needed to carry out repairs or maintenance, if they were concluded during the seller's visit to the consumer and the consumer did not pre-order these services or goods,
- (i) the sale of phonograms, video recordings, phonograms, books or computer software sold in protective packaging, if the consumer has unpacked that packaging,
- j) the sale of periodicals, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging,
- k) provision of accommodation services for purposes 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 time,
- (l) the supply of electronic content other than on a tangible medium, where such provision has begun with the express consent of the consumer and the consumer has stated that he has been duly informed that, by expressing that consent, he loses the right of withdrawal.

2. Withdrawal from the contract shall be made by the buyer in writing. Until the withdrawal from the purchase contract according to the previous point of these general terms and conditions, the buyer shall state the buyer's identification, order number and date, exact product specification, the way the seller should return the already received performance, especially account number and / or postal address.

Simultaneously with the withdrawal from the purchase contract, he is obliged to send the seller the original proof of payment.

3. Upon valid withdrawal from the contract, the seller will return the purchase price to the buyer, including the costs incurred by the buyer in ordering to order and deliver the product, if the buyer submits to the seller written evidence of the costs incurred by the buyer in ordering the product.

4. The costs incurred by the buyer in connection with ordering the product are considered to be the costs of placing the order, in particular the price for making a phone call by which the buyer made a proposal to conclude a purchase contract or the price for connecting the buyer to the seller's website. and sent the goods order form on the website, or wrote and sent an e-mail with the order of goods.

11. CONFIDENTIALITY

Kupujúci je povinný bezpodmienečne zachovať mlčanlivosť o všetkých informáciách, ktoré sú mu sprístupnené v súvislosti s dodávkami od predávajúceho a ktoré môže považovať s ohľadom na okolnosti jednoznačne za obchodné alebo firemné tajomstvo a ktoré majú byť zachované ako dôverné, s výnimkou informácií, ktoré sú známe z verejných zdrojov.

12. FINAL PROVISIONS

1. The seller reserves the right to change these general terms and conditions. The obligation to notify the change in writing in these general terms and conditions is fulfilled by placing it on the seller's e-commerce website.

2. Where the purchase contract is concluded in writing, any amendment thereto must be in writing.

3. The Parties agree that communication between them will take the form of e - mail messages.

4. Relationships not covered by these general terms and conditions shall be subject to the relevant provisions of the following laws and regulations:

a. Act no. 102/2014 Coll. on consumer protection in the sale of goods or provision of services on the basis of a contract concluded at a distance or a contract concluded outside the premises of the seller and on the amendment of certain laws

b. Act no. 22/2004 Coll. on Electronic Commerce and on Amendments to Act No. 128/2002 Coll. (as amended),

c. Act no. 250/2007 Coll. on consumer protection and on the amendment of the Act of the Slovak National Council no. 372/1990 Coll. on offenses (as amended),

d. Act no. 40/1964 Z.z. Civil Code (as amended).

5. These general terms and conditions take effect against the buyer by concluding a purchase contract.

6. If the consumer withdraws from the contract, he will bear the costs of returning the product to the seller under § 10 para. 3, of the Act and if he withdraws from the contract concluded at a distance, the cost of returning the product, which due to its nature can not be returned by post.

7. The buyer is obliged to pay the seller the price for the actually provided performance according to § 10 par. 5, of the Act if the consumer withdraws from the contract for services after giving the seller explicit consent under § 4 para. 6, of the Act.

8. The seller adheres to the code of conduct.

9. Duration of the contract - during the validity of the warranty period, the conditions for termination of the contract are set out above.

10. Possible solutions to a dispute may also be settled out of court by mutual agreement.

11. Ownership of the subject of the contract passes to the buyer only after payment of all payments specified in the contract.

INSTRUCTIONS ON THE APPLICATION OF THE CONSUMER'S RIGHT OF WITHDRAWAL

1. Right of withdrawal.

You have the right to withdraw from this contract without giving a reason within 14 days.

The period for withdrawal from the contract expires after 14 days from the date of receipt of the product.

When exercising the right to withdraw from the contract, inform us of your decision to withdraw from this contract by an unambiguous statement (for example, by letter sent by post, fax or e-mail) at: info@tomweb.sk

For this purpose, you can use the sample form for withdrawal from the contract, which is located at: Tomáš Zúbrik, Jiráskova 400/23, 965 01 Žiar nad Hronom, IČO: 48108987, or on the website: http://www.tomweb.sk/documents/terms_and_conditions.pdf

The withdrawal period is maintained if you send a notice of exercise of the right of withdrawal before the withdrawal period expires.

2. Consequences of withdrawal.

After withdrawal from the contract, we will refund all payments you have made in connection with the conclusion of the contract, in particular the purchase price, including the cost of delivery of goods to you.

Payments will be refunded to you without undue delay, no later than 14 days from the date we receive your notice of withdrawal from this contract. They will be paid in the same way as you used for your payment, unless you have explicitly agreed to another method of payment, without charging any additional fees.

3. If you are interested, you can fill in and send a sample form for withdrawal from the contract or any other unambiguous statement of withdrawal from the contract also electronically via our website: http://www.tomweb.sk/documents/terms_and_conditions.pdf

If you use this option, we will immediately confirm your acceptance of the withdrawal from the contract on a durable medium (for example by e-mail).

5. The information contained in this instruction forms an integral part of the distance or off-premises contract of the Seller and may only be changed with the express consent of both parties.

6. By sending the order and pressing the "order with obligation to pay" button, the buyer expressly confirms that he has been informed that the order includes the obligation to pay the price.

7. The seller shall immediately provide the consumer with a confirmation of the conclusion of the contract on a durable medium after the conclusion of the distance contract, at the latest together with the delivery of the product.

The confirmation contains:

- all information referred to in § 3 par. 1 of the Act, if the seller has not provided this information to the consumer on a durable medium before the conclusion of the contract concluded at a distance.

8. The buyer may withdraw from the contract, the subject of which is the delivery of the product, even before the beginning of the period for withdrawal from the contract.

9. The buyer may exercise the right to withdraw from the contract according to § 7 par. 1 of the Act at the seller in paper form or in the form of a record on another durable medium; if the contract has been concluded orally, any clearly worded statement by the consumer expressing his will to withdraw from the contract shall suffice to exercise the consumer's right of withdrawal.

The consumer can use the withdrawal form provided to him by the seller.

10. The period for withdrawal from the contract is considered to be maintained if the notice of withdrawal from the contract was sent to the seller no later than the last day of the period under § 7 para. 1 of the Act.

11. The burden of proving the exercise of the right of withdrawal is borne by the buyer.

Obligations of the seller in withdrawing from the contract

1. 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 under or in connection with the contract; this does not affect the provision of § 8 par. 5th Act.
2. The seller shall be obliged to reimburse the buyer in accordance with paragraph 1 in the same way as the consumer used in his payment. This does not affect the buyer's right to agree with the seller on another method of payment, if no additional fees are charged to the buyer.
3. The seller is not obliged to reimburse the buyer for additional costs if the buyer has explicitly chosen a method of delivery other than the cheapest standard method of delivery offered by the seller. Additional costs are the difference between the delivery costs chosen by the buyer and the costs of the cheapest standard delivery method offered by the seller.

Obligations and rights of the consumer in the event of withdrawal from the contract

1. Upon withdrawal from the contract, the buyer shall bear only the cost of returning the product to the seller or to a person authorized by the seller to take over the product. This does not apply if the seller has agreed to bear them himself, or if he has not fulfilled the obligation under § 3 para. 1 letter i) of the Act.

In Žiar nad Hronom, on 01.10.2018