

GENERAL TERMS AND CONDITIONS

Purchase in the online store “danielahantuchova.com” can be made by physical and legal persons without restriction, provided that they will follow these General Terms and Conditions. The customer gives consent to these GTC by placing an order for goods.

Seller: XLY s.r.o., Blumentálska ulica 8, 811 07 Bratislava, company ID (I• O): 36280828, VAT ID (I• DPH): SK2022145642. The company is entered in the Business Register of the District Court of Bratislava, Section Sro, Insert No. 6687/B.

Buyer: Any natural or legal person who entered into a business relationship with the seller by placing an order.

Goods: Products included in the offer of the online store www.danielahantuchova.com

ORDERING GOODS

The buyer can order any product included in the offer of the online store www.danielahantuchova.com

The buyer can order the goods by the accurate completion of the order on the website of the online store.

After receiving the order, the buyer will receive an e-mail with the information on the change of the order status. Following the verification of the ordered goods and reservation of the goods in a warehouse by our employees, we will send the buyer the confirmation of booking the goods. Our employees can anytime contact the buyer by phone or e-mail to verify the order or supplement any required information.

The business relationship between the buyer and the seller is established upon confirming the order. The buyer thereby undertakes to pay the purchase price of the ordered and delivered goods in full, including transport costs, according to the applicable terms and conditions.

The buyer confirms the veracity and accuracy of the data by the order confirmation.

Each order must include:

Name of the buyer;

Billing address;

Mailing address for delivery of the goods, if other than a billing address;

Telephone number and e-mail;

Code of the goods or the exact name of the product;

Number of units of each item of the goods;

Date of placing the order;

Method of payment for the goods;

Mode of transport and receipt of the goods.

Orders placed by a legal entity must also include:

Company ID (I• O) and taxpayer ID;

Contact person and telephone number;

Billing address (if different from a delivery address).

PRICES AND PAYMENT CONDITIONS

Buyers can make payments for goods in one of the following ways:

Before accepting the goods: by bank transfer

On receipt of the goods: cash on delivery by post office or courier

When paying before accepting the goods, please make the payment after you have received an e-mail confirmation of booking the goods in the warehouse, which is operatively sent by our staff on weekdays.

If you do not receive the e-mail confirmation necessary for the payment within forty-eight (48) hours, please contact us by e-mail or phone.

If in the case of the payment before the acceptance of the goods the customer fails to pay the ordered goods within ten (10) days after the order confirmation, the seller shall be entitled to cancel the booking of the goods for the buyer and mark the order as void. Thereby, the business relationship between the buyer and the seller shall cease to exist.

Each shipment of the ordered goods shall be accompanied by an invoice (tax document). The invoice will include the price of the goods ordered and shipping costs.

Prices of goods are given for individual items and are valid only for purchase in the online shop through the website www.danielahantuchova.com

The seller reserves the right to change prices of goods.

The seller guarantees the delivery of goods at a price referred to in the online shop at the time of placing an order.

TERMS OF DELIVERY

The ordered goods will be sent to the buyer in a chosen method (mail or courier) or will be ready for personal collection.

The goods will be sent within the time specified by the online store.

In the case of payment on delivery, products in stock will be delivered to the buyer within seven (7) working days if the warehouse designated them as AVAILABLE; otherwise, they will be sent by the deadline included in the product description. If the product is available to order, it will be delivered within seven (7) working days. Our system will automatically inform the buyer by e-mail of any change of the order.

In the case of payment in advance by bank transfer, we will send the goods after the receipt of the payment, so the delivery time will be extended by the period necessary to receive the payment.

If the goods are sent by mail and the shipment is not delivered within seven (7) days of receipt of an e-mail consignment notification, please make an inquiry about the shipment at your post office by the identification number of the shipment sent to you as part of the consignment notification.

If we are unable to send the goods within the above time limits, our staff will contact you by e-mail or telephone and notify you of the date of dispatching or offer you an adequate alternative product as a replacement for the ordered one.

The seller will charge the costs of shipping and handling of the ordered goods according to the current valid price list of the Slovak Post or courier based on the exact weight of the ordered goods and place of delivery.

RETURN OF THE GOODS

Under applicable legislation, the customer as a private person (non-entrepreneur) shall be entitled to withdraw from the contract within seven (7) working days of receipt of goods. If you choose to do so, please contact us and send us a written withdrawal stating the order number, purchase date, reason for returning the goods, and account number or exact address for a financial settlement.

Send the purchased goods together with proof of purchase back to our address. When returning the goods, please send them **undamaged**. The seller undertakes to return the price paid for the goods to the buyer within fifteen (15) calendar days of receipt of the returned goods in the same way as used for the payment for the goods unless the customer requests otherwise.

COMPLAINTS

Buyers may only reclaim the goods purchased from the seller.

To reclaim the goods, the buyer shall provide the seller, together with the defective goods, a signed complaint, stating the description of the defect. To admit the complaint, a copy of the invoice, upon which the goods were acquired, must be enclosed.

The reclaimed goods must be complete.

The complaint shall be resolved within thirty (30) days of receipt of the reclaimed goods by the seller. Resolving the complaint within the warranty period is free.

The warranty shall not apply to the product if the defect has been caused by mishandling, mechanical damage, operation in unsuitable conditions, or tampering with the product. Product defects caused by natural disasters are also excluded from the warranty. Complaints will be handled in accordance with the Commercial Code valid in the Slovak Republic.

ALTERNATIVE DISPUTE RESOLUTION

Dear Customer,

If you believe we have violated your rights, or you are not satisfied with the way we handled your complaint, please send us your application for redress to our e-mail address: info@danielahantuchova.com

If we respond to your application negatively, or we fail to respond it within thirty (30) days of sending it to the above e-mail address, or you will not be satisfied with our solution, under the amended Act No. 102/2014 and Act No. 391/2015 on Alternative Resolution of Consumer Disputes, you shall be entitled to the alternative (non-judicial) method of dispute resolution.

You can submit your application in the manner specified in Article 12 of Act No. 391/2015 Coll., or you can use the form available on the website of the respective ministry and each alternative dispute resolution entity.

Please, find the list of alternative dispute resolution entities valid from 10 April 2016 on this website: <http://www.mhsr.sk/zoznam-subjektov-alternativneho-riesenia-spotrebiteľských-sporov/146987s>. The consumer shall be entitled to choose any of the ADR entities at his / her discretion.

Applications may be sent electronically to the address of the Slovak Trade Inspection: ars@soi.sk.

The addressed ADR entity may refuse the application of the consumer if, e.g.:

- the quantifiable value of the claim does not exceed 20.00 EUR;
- having regard to all circumstances, it is clear that the dispute can be resolved alternatively only with a disproportionate effort; or the like.

Consumers can also send complaints to the online dispute resolution platform (ODR): <https://webgate.ec.europa.eu/odr/main/index.cfm?event=main.home.show&lng=SK>. Consumers living in the EU may file complaints with the ODR platform against any trader established in the EU.

Costs associated with the alternative dispute resolution shall be borne by each party to the dispute alone, without the possibility of recovery.

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