

TERMS AND CONDITIONS of B.A.S. Slovakia s.r.o.

1. General provisions and definitions

1.1 These General Terms and Conditions (hereinafter referred to as the "GTC") apply to the business relationship between the Buyer and B.A.S. Slovakia s.r.o., with its registered office at JCHronského 10, 831 02 Bratislava, Slovakia, company ID: 53057180, tax no.: 21 21 256 698, VAT no: SK21 21 256 698 (hereinafter referred to as the "Operator" or "Seller") concluded through the electronic department store system www.nosicetazne.sk (hereinafter referred to as the "System").

1.2 The GTC regulate the rights and obligations of the parties of the purchase contract concluded at a distance via the server www.nosicetazne.sk between the Seller and the Buyer.

1.3 The rights and obligations of the participants in the purchase contract are governed by the legal regulation of the purchase contract pursuant to the Article 588 et seq. in connection with the provisions of the Article 612 et seq. of the Act no. 40/1964 Coll., the Civil Code.

1.4 The Buyer means a natural or legal person registered in the system who, after its own authorization, sent an electronic order processed by the trade system.

1.5 Electronic order means a sent electronic form containing information about the Buyer, a list of ordered products from the e-commerce offer and the price of these products, processed by the store system or an e-mail sent to the Seller's address.

2. Order

2.1 The condition for the validity of the electronic order is the true and complete completion of all data and requisites required by the registration form, including telephone contact.

2.2 All received electronic orders are considered as a draft contract and are considered to be binding.

2.3 The purchase contract, on the basis of which the sale of products by the Seller to the Buyer is carried out, arises on the basis of a binding order confirmation in the System. The order (or part thereof) confirmed by the Seller by e-mail is considered binding for both parties, provided that the conditions agreed at the time of confirmation are not violated and then a relationship between the Buyer and B.A.S. Slovakia s.r.o.

2.4 The main conditions are considered to be the content of the order (exact specification of the products and its number), the price for the products and transport, the method of delivery and the method of payment for the products.

3. Order cancellation

3.1 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 by the Seller. After binding confirmation of the order the Buyer may cancel the order only if the Seller does not meet the agreed delivery conditions. In the event of cancellation of a confirmed order, the Buyer is obliged to compensate the Seller for the damage caused by this action. The Seller will exercise the right to compensation mainly in the case of purchase of goods "to order", which had to be procured at the customer's request or if in connection with the securing of goods has already been incurred demonstrable costs.

3.2 Cancellation of the order by the Seller

The Seller reserves the right to cancel the order or part thereof in these cases:

- in the case of a cash on delivery order, if the order could not be confirmed
- incorrect phone number, unavailable, does not reply to emails
- if the Buyer has not taken over the product in the past or otherwise violated the Terms and Conditions
- products are no longer produced or delivered or the price of the supplier of the products has changed significantly.

In the event of this situation occurs, the Seller will immediately contact the Buyer to agree on further action. If the Buyer has already paid part or all of the purchase price, this amount will be transferred back to his account or address within 15 calendar days.

4. Withdrawal from the purchase contract (mail order business)

4.1 Withdrawal from the purchase contract by the Buyer

In accordance with the Act on Consumer Protection in Mail Order no. 108/2000 Coll., the Buyer has the right to withdraw from the purchase contract within 7 working days of receiving the goods. If this right is exercised, the Buyer is obliged to comply with the conditions and procedure set out in point 4.2. GTC.

4.2 How to proceed in case of withdrawal from the purchase contract

Due to the fact that in the event of withdrawal, the contract is cancelled from the beginning, returned or replaced by the supplier to the Buyer and the Buyer to the supplier all mutually accepted.

If the Buyer decides to withdraw from the contract within the period specified in the point 4.1, he is obliged to comply with the following conditions: contact us (see contact details) with a request to withdraw from the contract with the order number, name and

surname, date of purchase and the account number or address for a refund. If the Buyer has already received and accepted the goods, he will send them back to our address specified in the contact section, under the following conditions:

- product must be in the original undamaged packaging (with undamaged protective foil)
- product must not be used
- product must be undamaged
- product must be complete (including package leaflet, etc.)
- it must be sent together with the proof of purchase - invoice

If you meet all the above conditions for the return of products, we will send you money for the products by transfer to your account no later than 14 working days after the physical receipt of the products. Products must be sent by registered mail and insured, as we are not liable for any loss on the way to us. Cash on delivery will not be accepted. In case of non-fulfilment of any of the above conditions, withdrawal from the order will not be accepted and products will be returned at the expense of the sender.

5. Price conditions

5.1 The prices of the products are final, we are VAT registered.

5.2 Prices of postage and packing are listed in point 6.

5.3 The Buyer has the option to pay in the following currencies: EUR

6. Postage and packing

6.1 The transport of products for our company within the Slovak Republic is provided by the courier transport company Direct Parcel Distribution SK s.r.o. (DPD).

Personal collection at the address of the warehouse: Kolmá 4, 851 01 Bratislava - Petržalka (KOLPO building, office no. 1).

DPD CLASSIC:

Slovak Republic – parcel up to 31.50 kg = 4.50 EUR

Distribution outlet – parcel up to 31.50 kg FREE OF CHARGE

Order above 100.00 EUR - transport FREE OF CHARGE

Cash on delivery = 1.00 EUR

EXPORT zone 1:

Czech Republic, Hungary – parcel up to 31.50 kg = 15.00 EUR

Austria, Poland – parcel up to 31.50 kg = 10.00 EUR

Cash on delivery = 1.50 EUR

EXPORT zone 2:

Spain – parcel up to 31.50 kg = 75.00 EUR

Prices are without VAT.

In case of order before 3 p.m. we send the goods on the next working day.

- 3 free delivery attempts
- free return delivery to the shipping address in case of unsuccessful delivery
- package tracking on our website

software for printing labels, if necessary, packaging material (flyer 35x45 or 45x55 cm), handling labels FRAGILE and THIS SIDE UP! are included in the price

insurance for each package up to 2500€ for domestic shipment, 520€ for international shipment

unique DPD HOME service for deliveries to private persons, payment on delivery by credit card to the courier via POS terminal.

Maximum dimensions of 1 parcel in transit:

Weight max. 31.5 kg, 31.5kg to abroad. The longest side max. 175 cm. The circumference length max. 300 cm (double the sum of the shorter sides + the longest side).

6.2 Postage and packing costs for deliveries to the territory of the European Union member states or other countries are determined individually on the basis of a written agreement (by email) between the Buyer and the Seller.

7. Terms and payment option for goods

7.1 By a single transfer from the account to the bank account of B.A.S. Slovakia s.r.o. specified in the e-mail notification.

7.2 By online payment via the 24Pay payment gateway.

7.3 By payment on delivery upon receipt of the goods at the post office.

7.4 By payment on delivery upon receipt of the goods by DPD courier.

7.5 By concluding a contract with Home Credit Slovakia, a. s., Teplická 7434/147, 921 22 Piešťany. Instalment consumer credit.

7.6 By concluding a contract with Ahoj, a.s., Karpatská 15, 05801 Poprad. Instalment consumer credit.

7.7 If the price for the delivered products is not paid in full, the Seller shall have the right to suspend further deliveries of the goods until the price is paid.

8. Delivery terms

8.1 Deliveries of the object of performance (ordered goods) shall be dispatched as soon as possible, subject to the availability of the products and the Seller's operational possibilities. The availability of the goods is indicated for each product.

8.2 Each customer is informed of any changes in the order status by email. He can check the status of the order by logging into the System.

8.3 Goods are delivered by courier transport company Direct Parcel Distribution SK s.r.o. (DPD), to the address specified by the Buyer in the order. The shipment of goods always includes an invoice.

8.4 Title to the products shall pass to the Buyer upon receipt and payment of the purchase price.

8.5 The goods are delivered exclusively within the EU territory.

8.6 Delivery of goods to the territory of the European Union member states or other countries is subject to prior agreement and mutual written agreement between the Buyer and the Seller on the price for postage and packing and any other delivery conditions.

9. Warranty Terms and Conditions

9.1 These Warranty Terms and Conditions apply to Goods purchased from B.A.S. Slovakia s.r.o. and whose claim has been made within the warranty period of 24 months from the date of purchase of the goods.

9.2 For any goods purchased from B.A.S. Slovakia s.r.o., an electronic invoice (sales receipt) is sent to the Buyer upon ordering, which also serves as a warranty document.

9.3 Upon receipt of the goods, the Buyer is obliged to check the following:

* whether it is the product that has been ordered (if it is a product that has not been ordered, do not unpack or open the goods, otherwise it will not be possible to exchange them)

* whether the product is in an intact condition, i.e. that there is no obvious defect.

The warranty does not cover defects in the goods caused by improper use, storage or damage to the goods by the Buyer. The packaging and contents of the product must not be mechanically damaged (mechanical damage is defined as damage to the product that could not have been caused by normal use of the product for the purpose for which it was manufactured).

The Buyer is obliged to claim the goods under the above conditions at the following address:

B.A.S. Slovakia s.r.o.
J.C.Hronského 10
831 02 Bratislava
Slovak Republic

10. Liability for defects on www.nosicetazne.sk

10.1 B.A.S. Slovakia s.r.o. points out that the information provided on www.nosicetazne.sk is partly taken from third parties, may contain inaccuracies and may be updated without prior notice.

10.2 B.A.S. Slovakia s.r.o. may change the products and services described on its website at any time without notice and does not guarantee the factual accuracy of their content.

10.3 B.A.S. Slovakia s.r.o. shall not be liable to any other party for direct, indirect or special damages caused by the use of information from its own or linked websites.

11. Privacy Policy

11.1 B.A.S. Slovakia s.r.o. is fully governed by the Act no. 428/2002 Coll. on the protection of personal data in information systems. Our company respects your privacy. However, in order to offer you valuable services, we need to know some of your personal data. We protect this data from misuse and guarantee that we will never provide a third party with your contact information and details of your purchases.

11.2 By using this online shop, you consent to the collection and use of information about you and your purchases on the terms set out above. By registering as a customer, newsletter subscriber, survey participant and other forms of registration, you automatically agree that you can be informed about new products in our online shop by e-mail or telephone. If you no longer wish to receive this information, you have the option to stop receiving it at any time by following the procedure set out in each mailing.

11.3 Our online shop reserves the right to withdraw the security guarantee in the event of an attack on the server by an unknown perpetrator (hacker). Only in this case the above data handling rules do not apply.

B.A.S. Slovakia s.r.o.
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