

I. GENERAL PROVISIONS AND SPECIFICATION OF THE EXPRESSIONS

General Business Terms and Conditions (hereinafter referred to as the "Terms and Conditions") are related to transactions between the Buyer and the Seller, Zajo Design s.r.o. residing in Ul.29.augusta 1646/6, 924 01 Galanta, ID No.: 51 695 529 (hereinafter referred to as "Seller"). The Company is registered in the Trade Registers (in Trnava Pad number 31624/T Division: Sro). The General Terms and Conditions are related to goods sales through e-shop system named www.zajo.net (thereinafter referred to as the "e-shop").

Rights and obligations not governed by these General Business Terms and Conditions are subject to the provisions of Law No. 40/1964 of the Civil Code and the Act No. 513/1991 of the Commercial Code in the event that a legal entity is a contractual party, the Act No. 250/2007 Coll. on Consumer Protection, the Act No. 108/2000 of Coll. on Consumer Protection in Doorstep Selling and Mail-Order-Sales and the Law No. 22/2004 of Coll. on electronic business.

Buyer is a physical or corporate entity that sent an electronic order for the purpose of goods purchase after its own authorization.

Seller is a provider of e-shop www.zajo.net.

Goods are products offered in the e-shop www.zajo.net.

Purchase price is a price stated in the order form inclusive of VAT and other fees to be paid by the Buyer to obtain the goods.

Electronic order is a processed and sent order form consisting of information about the Buyer, list of ordered goods from the e-shop offer and price of ordered goods. Simultaneously, the electronic order is a draft contract based on which the goods sales is performed. The order arises after its confirmation by the Seller during the process of ordering the goods in the e-shop. The Buyer acknowledges by sending the order that he/she agrees with the Business and Buying Terms and Conditions of the e-shop www.zajo.net and at the same time, he/gives his/her approval with processing of his personal data.

The terms and conditions specify rights and obligations of the Seller and the Buyer and are an integral part of the issued order, i. e. Contract of Purchase.

II. ORDERING, CONTRACT CONCLUDING

The condition of contract validity is the faithful and complete fulfilling of overall data and appurtenances requested in the registration form. Each order shall include: name of the Buyer, postal and billing address, phone number, e- mail address, in case of a corporate entity ID No. and VAT Reg. No. of the company, order code of the product, quantity, date of order issue, method of payment and method of goods receipt. The buyer thereby declares that he/she agrees with processing and preservation of the personal data by the seller in accordance with Law No. 428/2002 of Coll. On Personal Data Protection as amended by later regulations. The Buyer thereby grants to the Seller such consent for an indefinite time. The agreement with processing of personal data might be cancelled in writing by the Buyer at any time. The consent shall be terminated within one month from the delivery of the agreement cancellation by the buyer and the data shall be deleted consequently. The data provided will be used in accordance with the Law on Personal Data Protection No 428/2002 of Coll. within the business relationship between the Seller and the Buyer.

1. All received electronic orders shall be considered to the draft contracts and are binding.

2. A draft contract will be accepted by the Seller by order confirmation, whereby a compulsory legal relation between the Seller and the Buyer originates. Thus, concluded contract is regarded as a remotely concluded contract and is considered to be binding in accordance with the Law No. 108/2000 of Coll. To your e-mail address, all information related to your order shall be sent, if necessary.

3. The Seller is obliged without any delay to inform the Buyer, if he it is not able to deliver the goods ordered. In such a case, there is no compulsory legal relation resulting from the Purchase Contract.

4. The Seller reserves the right to set off previous non-fulfilled liabilities of the Buyer when transacting new order in the case that the Buyer failed to fulfil his/her obligations against the Seller in the past.

5. You can find a photo-based tutorial for creating an order [HERE](#).

III. CANCELLATION OF THE ORDER

1. The Seller is entitled to cancel an order or a part thereof, if the Buyer states false or untrue personal data in its order, if the goods ordered is not longer produced or supplied or if the price to be delivered was changed substantially. The seller is also entitled to cancel an order if the goods ordered is not available or is out of stock and not even with making reasonable effort, which may be required by Law, it is not able to supply the goods to the Buyer within the terms and conditions stated in the e-shop, unless additional delivery term is agreed by the Buyer and the Seller. In the case of order cancellation will be charged no fees associated with cancellation of the order will be invoiced by the seller to the buyer. If the buyer paid a deposit or the full purchase price, the corresponding amount will be transferred within seven days to its bank account or sent back to its address by post, unless nothing else is agreed between the Buyer and the Seller agreed.

2. The Buyer is entitled to cancel the order without any cancellation fee within 2 hours after the issue of the order only if the products are not shipped yet. The order may be cancelled in writing only (by email to the address: eshop@zajo.net). The Buyer is obliged to specify in the notice on order cancellation the order No., name, e -mail address and description of the goods ordered. The seller shall inform the Buyer about order cancellation confirmation in writing (by e-mail, post). In case of order cancellation, no cancellation fee will be charged by the Seller to the Buyer. The seller is obliged to return already paid purchase price or its part within 7 days by bank transfer to the bank account of the Buyer if nothing else is agreed by both contractual parties.

IV. AVOIDANCE OF CONTRACT

1. The Buyer is entitled to avoid a contract in accordance with the provisions of § 12 of the Law No. 108/2000 Coll. without giving any reason to do it within 14 days from the day of goods acceptance. Provisions of this paragraph shall be not applied to corporate entities and physical entities (businessmen) as well as physical persons (no business men) who do not fulfil the specification stated in the Law No. 108/2000 Coll. expressly. The Buyer is entitled to unpack the goods within the stipulated period and try it in the usual manner as if he/she were in classical shop namely in the scope necessary required to ascertain the nature, characteristics and function of the goods. The buyer is responsible for any decrease in goods value. To ensure the validity of avoidance of contract, it is necessary, that the Buyer shall inform the Seller about his/her intention to avoid the contract in writing to the address eshop@zajo.net or by other method avoiding misdoubt that the avoidance of contract is occurred as soon as possible. The buyer is obliged to return the goods together with a copy of the invoice and bank account No. to remit the purchase price by the Seller. If the goods were properly and timely delivered to the Buyer, the Buyer bears the expenses for goods sending back to the Seller completely. In

the event that the contract was avoided from the start, so it is to be cancelled and the Buyer returns to the Seller and the Seller returns to the Buyer all fulfilments mutually provided.

2. In the event that the consumer avoids the contract and delivers to the Seller the goods with decreased value i. e. is already used, damaged or non-complete, the Buyer is obliged to compensate the Seller for costs to be incurred in connection with repair and restoring the original state of goods. The purchase price will be transferred to the Buyer after the inspection of the goods within 15 days in accordance with the relevant law provisions to the Buyer by bank transfer to the bank account determined by the Buyer, unless nothing else is agreed by both contractual parties.

3. It is recommended to insure the consignment. No COD shipments are accepted.

4. According to § 12 paragraph 5 of the above mentioned Law, a Buyer shall not avoid the contract in the following cases: sale of goods prepared according to buyer's special requirements or goods determined for a single Buyer or the goods, which may not be returned in terms of its properties, service providing if the service has been started to be fulfilled with the consent of the Buyer before the deadline to avoid the contract, sales of an audio-visual work, a sound recording, a sound-image recording of artistic work, or a multi-media work, which is opened by the consumer or a computer program in case that its installation has been made.

V. DELIVERY TERMS AND CONDITIONS

1. The buyer has the possibility to choose the method of delivery either by courier or by receipt in person. As the place of delivery, the seat (place of residence) of the Buyer specified in the order form of e-shop www.zajo.net is to be regarded. As the place of receipt in person, the address: Ul.29. augusta 1646/6, Galanta 924 01 is to be reckoned. In the case of goods delivery by third party (by courier), the Buyer is obliged to pay also the cost of transportation in accordance with the valid transportation price lists.

2. The risk of goods damage passes to the purchaser by acceptance of the goods on the condition that the full purchase price is paid.

3. The seller is obliged to deliver the goods to the Buyer within the earliest possible delivery date after acceptance of the electronic order depending on availability of goods at the warehouse and after its operational capabilities. Goods being in stock are delivered within 6 - 9 working days. In the event of an extended delivery date, the seller is obliged to inform the buyer about it without any delay.

4. The place and the method manner of goods acceptance shall be determined by the Buyer when producing the online order. On order is considered to be finished when the goods are accepted by the Buyer. The consignment with goods always consists of tax document (invoice), instruction and warranty certificate eventually.

5. The buyer is obliged to accept the goods properly and on time at the place specified in the order. About the delivery date, the Buyer shall be informed by the Seller by e-mail. If the buyer fails to take over the goods from a courier or the delivery is to be repeated because of absence of the Buyer, all costs connected with it shall be reimbursed by the Buyer.

6. When taking over the goods, the Buyer is obliged to check the delivery and to inform the Seller about damage to package or the goods immediately (not later than within 3 days) and prepare a protocol about it. If the consignment is visibly damaged or destroyed, the Buyer is obliged to contact the Seller without accepting the consignment. If the goods delivered do not match with the order, the buyer is obliged to inform the Seller about this fact in writing without any delay. Any subsequent complaints related to the quantities and the physical damages to the goods shall be refused.

7. Orders are immediately transacted when the goods are in stock. If the goods are not in stock at the time of order, they will be distributed after they will be available in stock.
8. The transport price is stated in the current price list [HERE.](#)

VI. PURCHASE PRICE, PAYMENTS

1. The price of the goods is in accordance with the valid price list that is stated on the e-shop www.zajo.net. The Seller reserves the right to change the prices if changing the prices of determined by suppliers, importers or manufacturers. Valid prices will be notified to the Buyer upon confirmation of order. In such a case, the buyer is entitled to avoid the contract.
2. The prices of individual products are stated on the Seller's portal inclusive of VAT and other taxes and fees. Total price on the order form is also specified with VAT. In the order form, all other charges (packing and postage fees) to be paid by the Buyer to obtain the goods are stated. All sales are valid until all the products are sold, unless otherwise specified in the appropriate product.
3. All payments to be transferred by the Buyer shall be made in €, unless nothing else is agreed mutually.
4. The Buyer has the possibility to select a payment method from several ones: by bank transfer to the Seller's account, Credit/Debit card. The tax document (invoice shall be delivered to the Buyer together with the contract subject matter).
5. The Seller applies the reservation of the property right to the contract subject matter up to complete settlement of the price agreed in the contract in the sense of § 445 of the Commercial Code.
6. Long-term sale prices in the e-shop www.zajo.net are valid until cancelling them if nothing else is stated.

VII. WARRANTY AND COMPLAINTS

1. Unless otherwise specified in the warranty deed, the seller shall provide for the goods a warranty of 24 months from acceptance of the goods by the Buyer. When complaining the goods, the warranty period does not lapse until notification of the complaint result.
2. The warranty does not cover defects caused by the product use at variance with its purpose, mechanical wear or wear caused by common use.
3. If a product is sold for a lower price because of a defect, the Seller provides the warranty of 24 months, whereby the warranty does not cover defects, because of which the product price was reduced. These defects shall be specified in the contract.
4. The seller is obliged to handle a complaint and to finish the complaint process by one of the following methods:
 - a) Repair of the defective goods
 - b) Replacement of the goods
 - c) Reimbursement of the price
 - d) Rejection of the complaint.

5. When occurring defect during the 24 month warranty period, the Buyer is entitled to apply the complaint under following conditions: re-deliver the goods (mechanically not damaged, clean, if possible in original package) to the Seller inclusive of manuals, warranty deed and invoice or any other document confirming the settlement of the goods price.
6. When making a complaint, it is recommended to contact the seller per phone or e-mail or send an e-mail message (e- mail address: eshop@zajo.net, telephone number: +421 908 725 791) before making a complaint to inform it about product defect. As a result, the seller recommends a further procedure for the complaint.
7. The seller shall repair defects without delay, at the latest within 30 days. In the event that the defects cannot be eliminated, the seller is obliged to replace faulty goods for new ones. If this is a defect which does not prevent from the use of the product and is not to be eliminated, the buyer is entitled to obtain a reduction in price of the goods in the form of a credit.
8. In the case if no repair or replacement of goods is possible, the Seller is entitled to cancel the contract issuing the credit note in amount of the original goods price.
9. In the case that a goods replacement for a new one is occurred, new warranty period starts to expire from the Date of new goods delivery.
10. If a complaint is rejected reasonably, the goods under complaint shall be returned back to the Buyer.
11. The seller shall take the decision on a complaint immediately, in complicated cases within 3 working days. In justified cases, where above all it is necessary to make a complicated technical assessment of the product state, within 30 days from date of complaint making. After expiration of this period, the consumer is entitled to avoid the contract or he/she has right for replacement of defected goods for new one.

VIII. PENALTIES FOR NON-PAYMENT AND NON-ACCEPTATION OF GOODS

1. Each order is binding after confirming it by the Seller according to valid Business Terms and conditions. By confirmation of the order, compulsory legal relation between the Seller and the Buyer is originated. So concluded contract is considered to be a contract to be concluded remotely and it is binding according to the Law No. 108/2000 of Coll. By sending the order, the Buyer is agreed with the terms and conditions of the Seller and therefore also with the sanctions for non-fulfilment of the obligations resulting from the contract concluded. The buyer is obliged to pay the purchase price and take over the consignment mission properly and on time on the place stated in his/her order.
2. In the event that the buyer refuses to accept the goods after confirming it by phone or e-mail without previous written avoidance of contract, the Seller is entitled to lodge the claim to be compensated for damage occurred in amount of actually incurred cost for the trial of non-successful goods delivery.

IX. FINAL PROVISIONS

1. The Seller reserves the right to change, cancel or adapt the Business Terms and Conditions or a part of them, without further notice, whereby the order terms and conditions will be subject to Business Terms and Conditions valid on the day of sending the order by the Buyer.

2. The Seller is not responsible against the Buyer for lost profit, loss of occasion or any other indirect losses as a consequence of non-satisfaction of his/her order, violation of the contract or occurred differently.