

General Terms and Conditions for the E-Shop krajcoceramics.com

Effective from December 18, 2024

1. Introductory Provisions

These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations between the seller (operator of the e-shop) and the buyer when purchasing goods via the online store www.krajcoceramics.com.

Seller and operator of the e-shop:

- **Business Name:** Mgr. Vlasta Krajčová
- **Address:** Mojš 42, 01001 Mojš, Slovak Republic
- **ID Number (IČO):** 43357504
- **Tax ID (DIČ):** 1049866037
- **Email:** krajcoceramics@gmail.com
- **Phone:** +421911058333

These GTC comply with:

- the Civil Code (Act No. 40/1964 Coll.),
- the Consumer Protection Act (Act No. 250/2007 Coll.),
- the Act on Consumer Protection in Distance Selling (Act No. 102/2014 Coll.),
- the Electronic Commerce Act (Act No. 22/2004 Coll.).

2. Definitions

- **Seller:** The operator of the e-shop krajcoceramics.com.
- **Buyer:** A natural or legal person entering into a purchase contract with the seller.
- **Goods:** Products offered on the e-shop website.
- **Purchase Contract:** A distance contract concluded between the seller and the buyer in accordance with consumer protection regulations.

3. Order and Conclusion of the Purchase Agreement

3.1 The buyer can order goods through the seller's e-shop by submitting an electronic order via the form available on the website www.krajcoceramics.com. By submitting the electronic order, the

buyer accepts all provisions of these General Terms and Conditions (GTC) valid on the day the order is placed and the price of the goods listed in the e-shop. An order created in this way is considered binding.

3.2 The contract concluded based on the buyer's binding order confirmed by the seller is considered a contract concluded remotely in accordance with Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods or Provision of Services at a Distance.

3.3 For each order, the buyer is required to provide their full name/company name, billing address, delivery address (if different from the billing address), phone number, email, name of the product, quantity, and in the case of a business entity, also the Company Registration Number (IČO), Tax Identification Number (DIČ), and VAT Number (IČ DPH). The validity of the order depends on its truthful and complete submission.

3.4 Upon receipt of the order, it is automatically registered in the seller's system and confirmed to the buyer via email, thereby establishing a purchase agreement between the seller and the buyer. The buyer may cancel a confirmed order only with the seller's consent, unless otherwise stipulated in these GTC.

3.5 By concluding the agreement, the seller undertakes to deliver the goods to the buyer, and the buyer undertakes to accept the ordered and delivered goods and pay the seller the purchase price for these goods in accordance with the conditions set forth in these GTC.

3.6 If the seller is unable to deliver the ordered goods within the required timeframe and/or at the price specified in the order, the seller has the right to cancel such an order. The buyer will be informed of the order cancellation without undue delay via email.

4. Payment Terms

4.1 The buyer can pay for the goods using the following methods:

- **Cash on delivery:** Payment is made to the courier upon delivery of the package. The cash on delivery fee is included in the shipping cost.
- **Payment by credit card** (MasterCard, Visa): Payment is made during the order process via a secure payment portal. The payment gateway provider is SumUp. After submitting the order, the total amount (after applying discounts or coupons) will be charged to the card.
- **Payment via PayPal:** Payment is made through your PayPal account. After completing the order, you will be redirected to the PayPal page where you authorize the payment. Once confirmed by the seller, the order will be processed.

4.2 In case the payment is not successful (e.g., due to insufficient funds in the buyer's account or incorrect credit card details), the seller reserves the right to cancel the order and notify the buyer.

4.3 An invoice for the ordered goods will be issued and sent to the buyer via email within 15 days of the delivery of the goods to the email address provided during the order.

5. Delivery and Shipping Costs

The seller will process and ship the order within 3 business days. The shipping costs are specified for each country and delivery method:

SLOVAKIA

Packeta Home Delivery - 6 EUR

Packeta Pick-Up Point - 4 EUR

CZECH REPUBLIC

Packeta Home Delivery - 7.5 EUR

Packeta Pick-Up Point - 5.5 EUR

HUNGARY

Home Delivery - 7.5 EUR

Packeta Pick-Up Point - 5.5 EUR

POLAND

Home Delivery - 8.5 EUR

AUSTRIA

DPD Home Delivery - 8.5 EUR

CROATIA

Home Delivery - 9.5 EUR

ROMANIA

Home Delivery - 8 EUR

Box Now Pick-Up Point - 5.5 EUR

SLOVENIA

Home Delivery - 8 EUR

GERMANY

Home Delivery - 10 EUR

BELGIUM

Home Delivery - 15 EUR

NETHERLANDS

Home Delivery - 15 EUR

BULGARIA

Home Delivery - 9 EUR

LUXEMBOURG

Home Delivery - 15 EUR

DENMARK

Home Delivery - 18 EUR

FRANCE

Home Delivery - 14 EUR

IRELAND

Home Delivery - 20 EUR

ITALY

Home Delivery - 12 EUR

GREECE

Home Delivery - 8 EUR

ESTONIA

Home Delivery - 12 EUR

FINLAND

Home Delivery - 22 EUR

LATVIA

Home Delivery - 11 EUR

LITHUANIA

Home Delivery - 11 EUR

PORTUGAL

Home Delivery - 13 EUR

SPAIN

Home Delivery - 12 EUR

SWEDEN

Home Delivery - 22 EUR

For delivery to other countries, please contact the seller.

6. Right of Withdrawal

6.1 The buyer has the right to withdraw from the contract within 14 days of receiving the goods.

6.2 Procedure for withdrawal from the contract:

The buyer is obligated to inform the seller in writing (via email or post) of their decision to withdraw from the contract.

The buyer must return the goods in undamaged condition to the seller's address.

The costs of returning the goods are borne by the buyer.

Sample Withdrawal Form

Please fill out this form and send it if you wish to withdraw from the contract to the following address:

Mojš 42, 01001 Mojš, Slovak Republic

Email: krajcoceramics@gmail.com

I hereby notify that I am withdrawing from the purchase contract for the following goods:

Product:

Order Date:

Order Number:

Name and Surname of the Buyer:

Buyer's Address:

Date:

Signature of the Consumer (only if this form is submitted on paper):

7. Complaints Procedure

7.1 Introductory Provisions

7.1.1 This complaints procedure governs the process for submitting complaints by the buyer for goods purchased through the e-shop www.krajcoceramics.com (hereinafter referred to as "the seller").

7.1.2 The buyer is obligated to familiarize themselves with this complaints procedure and the General Terms and Conditions before placing an order for goods.

7.1.3 By submitting an order, the buyer confirms that they have read and agree to this complaints procedure.

7.2 Liability for Defects

7.2.1 The seller is responsible for defects in the goods upon receipt by the buyer, as well as defects that occur during the warranty period.

7.2.2 The seller is not responsible for defects caused by improper use, mechanical damage, improper handling, or neglect in taking care of the product.

7.2.3 The warranty does not cover normal wear and tear caused by the use of the product.

7.3 Warranty Period

7.3.1 The warranty period for goods is 24 months from the date of receipt by the buyer, unless otherwise stated for specific products.

7.3.2 In the case of used goods, the warranty period may be shortened to 12 months.

7.4 Filing a Complaint

7.4.1 The buyer can file a complaint in person, by mail, or electronically at the seller's contact details:

- Address: Mojš 42, 01001 Mojš, Slovak Republic
- Email: krajcoceramics@gmail.com

- Phone: +421 911 058 333

7.4.2 When filing a complaint, the following must be submitted:

- Proof of purchase (invoice or receipt),
- The defective product including all accessories,
- A written description of the defect and how it manifests.

7.4.3 If sending the complaint by mail, it is recommended to package the product so that it does not get damaged during transport.

7.5 Complaints Procedure

7.5.1 After receiving the complaint, the seller will decide how to handle it immediately, or in complex cases, within 30 calendar days.

7.5.2 The complaint, including the removal of the defect, must be handled no later than 30 days from the day it was submitted, unless the seller and the buyer agree on a longer period.

7.5.3 The seller will inform the buyer about the handling of the complaint via email.

7.6 Methods of Handling Complaints

7.6.1 In the case of an accepted complaint, the defect can be resolved in one of the following ways:

- By replacing the product with a new one,
- By repairing the product,
- By providing a reasonable discount from the price,
- By refunding the purchase price.

7.6.2 The method of handling the complaint will be determined by the seller in agreement with the buyer.

7.7 Complaint Costs

7.7.1 If the complaint is recognized as justified, the seller will cover the costs associated with the transportation of the product related to the complaint.

7.7.2 If the complaint is unjustified, the buyer is required

8. Data Protection

The seller processes personal data in accordance with the GDPR regulation and Act No. 18/2018 Coll. on Personal Data Protection. Detailed information about data processing can be found in the Data Protection section on the website.

9. Alternative Dispute Resolution

The buyer has the right to contact the Slovak Trade Inspection (<https://www.soi.sk/en/Alternative-Dispute-Resolution.soi>) or use the European Online Dispute Resolution (ODR) platform (<https://ec.europa.eu/consumers/odr/>).

10. Final Provisions

- The seller reserves the right to amend these Terms and Conditions without prior notice.
- These Terms and Conditions are valid from the date of their publication on the e-shop website.