

**BUSINESS CONDITIONS**  
**BUSINESS AND COMPLAINTS CONDITIONS**  
**GENERAL TERMS AND CONDITIONS**

**I.**

**Basic provision**

The following general terms and conditions (hereinafter referred to as "terms and conditions") are issued:

ECO D&M s.r.o.  
Cintorínska 512/35  
059 34 Spisska Teplica  
Slovakia  
ID: 53 444 957  
Steuernummer: 2121398620  
Commercial register number 41519 / P, district court Prešov

Contact information:

email: [info@ecosinkers.sk](mailto:info@ecosinkers.sk)

phone: 0910 903 584

[www.ecosinkers.eu](http://www.ecosinkers.eu)

(hereinafter referred to as the "seller")

These terms and conditions govern the mutual rights and obligations of the seller and the natural person who enters into a purchase contract outside his business as a consumer or within his business ("buyer") through a web interface located on the website available [www.ecosinkers.com](http://www.ecosinkers.com) (hereinafter "online store").

The provisions of the terms and conditions are an integral part of the purchase contract. The deviating arrangement in the purchase contract takes precedence over the provisions of these terms and conditions.

These terms and conditions and the purchase contract are concluded in the Slovak language.

**II.**

**Information about goods and prices**

Information about the goods, including the price of individual goods and their main properties are given for individual goods in the online store catalog. The prices of the goods are stated including value added tax, all related fees and costs for the return of the goods, if the goods cannot, by their nature, be returned by the usual postal route. The prices of the goods remain valid for as long as they are displayed in the online store. This provision does not preclude the negotiation of a purchase contract under individually agreed conditions.

All presentation of goods placed in the online store catalog is of an informative nature and the seller is not obliged to enter into a purchase agreement regarding these goods.

Information on the costs associated with the packaging and delivery of goods is published in the online store.

Any discounts on the purchase price of the goods cannot be combined with each other, unless the seller agrees otherwise with the buyer.

### **III.**

#### **Ordering and concluding a purchase contract**

The costs incurred by the buyer in the use of means of distance communication in connection with the conclusion of the purchase contract (costs of internet connection, costs of telephone calls), shall be borne by the buyer himself. These costs do not differ from the basic rate.

The buyer orders the goods in the following ways:

through his customer account, if he has performed a previous registration in the online store, by filling out the order form without registration.

When placing an order, the buyer chooses the goods, the number of pieces of goods, the method of payment and delivery.

Before sending the order, the buyer is allowed to check and change the data he entered in the order. The buyer sends the order to the seller by clicking on "Send order with payment obligation". The data provided in the order are considered correct by the seller. The condition for the validity of the order is the completion of all mandatory data in the order form and confirmation from the buyer that he has read these terms and conditions.

Immediately after receiving the order, the seller will send the buyer a confirmation of receipt of the order to the email address that the buyer entered when ordering. This confirmation is automatic and is not considered a contract. Attached to the confirmation are the current business conditions of the seller. The purchase contract is concluded only after the order is accepted by the seller. Notice of receipt of the order is delivered to the buyer's email address. In the event that any of the requirements specified in the order cannot be met by the seller, he will send the amended offer to the buyer's e-mail address. The amended offer is considered a new draft of the purchase contract and in this case the purchase contract is concluded by the buyer's confirmation of acceptance of this offer to the seller to his email address specified in these terms and conditions.

All orders received by the seller are binding. The buyer can cancel the order until the buyer receives a notification of receipt of the order by the seller. The buyer may cancel the order by telephone at the seller's telephone number or by e-mail to the seller's email, both specified in these terms and conditions.

In the event that there is an obvious technical error on the part of the seller when stating the price of goods in the online store or during the order, the seller is not obliged to deliver the goods to the buyer for this obviously incorrect price. The seller informs the buyer of the error without undue delay and sends the amended offer to the buyer to his email address. The amended offer is considered a new draft of the purchase contract and in this case the purchase contract is concluded by a confirmation of acceptance by the buyer to the email address of the seller.

### **IV.**

#### **Customer account**

Based on the buyer's registration made in the online store, the buyer can access his customer account. From his customer account, the buyer can order goods. The buyer can also order goods without registration.

When registering in the customer's account and when ordering goods, the buyer is obliged to state all data correctly and truthfully. The buyer is obliged to update the data specified in the user account in the event of any change. The data provided by the buyer in the customer's account and when ordering the goods are considered correct by the seller.

Access to the customer's account is secured by a username and password. The buyer is obliged to maintain confidentiality regarding the information necessary to access his customer account. The seller is not responsible for any misuse of the customer account by third parties.

The buyer is not entitled to allow the use of the customer account to third parties.

The seller may cancel the user account, especially if the buyer does not use his user account for a long time, or if the buyer violates its obligations under the purchase agreement and these terms and conditions.

The buyer acknowledges that the user account may not be available around the clock, especially with regard to the necessary maintenance of hardware and software equipment of the seller, or. necessary maintenance of third party hardware and software.

## **V.**

### **Payment terms and delivery of goods**

The price of the goods and any costs associated with the delivery of goods under the purchase agreement, the buyer can pay in the following ways:

cash on delivery upon receipt of the goods,

by advance payment to the bank account SK77 0900 0000 0051 7667 3762,

payment card

Together with the purchase price, the buyer is obliged to pay the seller the costs associated with the packaging and delivery of goods in the contractual amount. Unless expressly stated otherwise below, the purchase price also includes the cost associated with the delivery of goods.

In the case of non-cash payment, the buyer's obligation to pay the purchase price is fulfilled at the time of crediting the relevant amount to the bank account of the seller.

The seller does not require any advance payment or other similar payment from the buyer. Payment of the purchase price before sending the goods is not a deposit.

According to the Act on the Registration of Sales, the seller is obliged to issue a cash receipt to the buyer. At the same time, he is obliged to register the received revenue with the tax administrator online, in the event of a technical failure then within 48 hours at the latest.

The goods are delivered to the buyer:

to the address specified by the buyer in the order

The choice of delivery method is made during the ordering of goods.

The costs of delivery of goods, depending on the method of sending and taking over the goods, are specified in the buyer's order and in the order confirmation by the seller. If the mode of transport is agreed on the basis of a special request of the buyer, the buyer bears the risk and any additional costs associated with this mode of transport.

If, according to the purchase contract, the seller is obliged to deliver the goods to the place specified by the buyer in the order, the buyer is obliged to take over the goods upon delivery. In the event that for reasons on the part of the buyer it is necessary to deliver the goods repeatedly or in a different way than stated in the order, the buyer is obliged to pay the costs associated with repeated delivery of goods, respectively. costs associated with another method of delivery.

Upon receipt of the goods from the carrier, the buyer is obliged to check the integrity of the packaging of the goods and in case of any defects immediately notify the carrier. In the event

of a breach of the packaging indicating unauthorized entry into the consignment, the buyer does not have to take over the consignment from the carrier.

The seller will issue a tax document - invoice to the buyer. The tax document is sent to the buyer's email address.

The buyer acquires ownership of the goods by paying the full purchase price for the goods, including delivery costs, but first by taking over the goods. Responsibility for accidental loss, damage or destruction of the goods passes to the buyer at the time of receipt of the goods or the moment when the buyer was obliged to take over the goods, but did not do so in violation of the purchase contract.

## **VI.**

### **Withdrawal from the contract**

Return address:

ECO D&M s.r.o.

Cintorínska 512/35

059 34 Spisska Teplica

Slovakia

A buyer who has concluded a purchase contract outside his business as a consumer has the right to withdraw from the purchase contract without giving a reason.

The period for withdrawal from the contract is 14 days

from the day of taking over the goods,

from the date of taking over the last delivery of goods, if the subject of the contract is several types of goods or the delivery of several parts

from the day of taking over the first delivery of goods, if the subject of the contract is a regular repeated delivery of goods.

The buyer may not, inter alia, withdraw from the purchase contract:

on the provision of services, if they were fulfilled with his prior express consent before the expiration of the period for withdrawal from the contract and the seller informed the buyer before concluding the contract that in such a case he has no right to withdraw from the contract and if the service was fully provided,

on the supply of goods or services, the price of which depends on the fluctuations of the financial market independently of the will of the seller and which may occur during the period for withdrawal from the contract,

on the supply of alcoholic beverages, the price of which was agreed at the time of conclusion of the contract, which can be delivered only after thirty days and whose price depends on market fluctuations independent of the will of the seller,

on the supply of goods which have been modified at the request of the buyer, custom-made goods or goods intended specifically for one buyer,

on the supply of perishable goods as well as goods which, by reason of their nature, have been irretrievably mixed with other goods,

on the delivery of goods in a closed package which cannot be returned for reasons of health protection or hygienic reasons and whose protective packaging has been broken after delivery,

on the delivery of sound recordings, video recordings, audio-visual recordings, books or computer software, if they are sold in protective packaging and the buyer has unpacked this packaging,

on the supply of newspapers, periodicals or magazines, with the exception of sales under a subscription agreement and the sale of books not supplied in protective packaging, on the delivery of electronic content other than on a tangible medium, if its provision began with the express consent of the buyer and the buyer has declared that he has been duly informed that by expressing this consent he loses the right to withdraw from the contract, in other cases specified in § 7 par. 6 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, as amended.

In order to comply with the withdrawal period, the buyer must send a statement of withdrawal within the withdrawal period.

To withdraw from the purchase contract, the buyer can use the sample form for withdrawal from the contract provided by the seller. Withdrawal from the purchase contract will be sent by the buyer to the email or delivery address of the seller specified in these terms and conditions. The seller will confirm to the buyer the receipt of the form without delay.

The buyer who has withdrawn from the contract is obliged to return the goods to the seller within 14 days of withdrawal from the contract. The buyer bears the costs associated with the return of goods to the seller, even if the goods can not be returned due to its nature by regular mail.

If the buyer withdraws from the contract, the seller shall return to him immediately, but no later than 14 days after the withdrawal from the contract, all funds, including delivery costs, which he received from him, in the same way. The seller will return the received funds to the buyer in another way only if the buyer agrees and if he does not incur additional costs.

If the buyer has chosen other than the cheapest method of delivery of goods offered by the seller, the seller will return to the buyer the cost of delivery of goods in the amount corresponding to the cheapest offered method of delivery of goods.

If the buyer withdraws from the purchase contract, the seller is not obliged to return the funds received to the buyer before the buyer hands over the goods or proves that he sent the goods to the seller.

The goods must be returned by the buyer to the seller undamaged, unworn and uncontaminated and, if possible, in the original packaging. The seller is entitled to unilaterally set off the right to compensation for damage caused to the goods against the buyer's right to a refund of the purchase price.

The seller is entitled to withdraw from the purchase contract due to the sale of stock, unavailability of goods, or when the manufacturer, importer or supplier of goods has interrupted the production or import of goods. The seller shall immediately inform the buyer via the email address specified in the order and return within 14 days of notification of withdrawal from the purchase contract all funds, including delivery costs received from him under the contract, in the same way or in the manner specified by the buyer.

## **VII.**

### **Rights from defective performance - complaint conditions**

Address for sending a complaint:

ECO D&M s.r.o.

Cintorínska 512/35

059 34 Spisska Teplica

Slovakia

The seller is responsible to the buyer that the goods are free of defects upon receipt. In particular, the seller is responsible to the buyer that at the time when the buyer took over the goods:

the goods have the characteristics agreed upon by the parties and, in the absence of an agreement, have the characteristics described or expected by the seller, having regard to the nature of the goods and the advertisement made by the seller,

the goods are fit for the purpose stated by the seller for their use or for which goods of this type are usually used,

the goods correspond to the quality or design of the agreed sample or model, if the quality or design was determined according to the agreed sample or model,

the goods are in the corresponding quantity or weight, and

the goods comply with the requirements of legal regulations.

If the defect manifests itself within six months of receipt of the goods by the buyer, it is considered that the goods were defective at the time of receipt. The buyer is entitled to exercise the rights from a defect that occurs in the consumer goods within twenty-four months of receipt. This provision shall not apply to goods sold at a lower price for a defect for which a lower price has been agreed, to wear and tear of the goods caused by their normal use, to second-hand goods for a defect corresponding to the degree of use or wear of the goods when taken over by the buyer, or by the nature of the goods.

In the event of a defect, the buyer may submit a complaint to the seller and request:

in the case of a defect which can be rectified:

free removal of defect goods,

exchange of goods for new goods,

in the case of a defect which cannot be rectified:

reasonable discount from the purchase price,

withdraw from the contract.

The buyer has the right to withdraw from the contract,

if the goods have a defect which cannot be rectified and which prevents the thing from being properly used as a thing without defects,

if the goods cannot be used properly due to the recurrence of the defect or defects after repair,

if he cannot use the goods properly due to a large number of defects in the goods.

The seller is obliged to accept the complaint in any establishment where it is possible to accept the complaint, or in the registered office or place of business. The consumer can also file a complaint with a person designated by the seller. If the consumer's complaint is handled by a person designated by the seller, he can handle the complaint only by handing over the repaired goods, otherwise he will forward the complaint to the seller for equipment. The seller is obliged to give the buyer a written confirmation of when the buyer exercised the right, what is the content of the complaint and what method of handling the complaint the buyer requires, as well as confirmation of the date and method of handling the complaint, including confirmation of repair and duration, or written justification. rejection of the complaint.

If the consumer files a complaint, the seller or an employee authorized by him or a designated person is obliged to inform the consumer about his rights arising from the defective performance. Based on the consumer's decision on the rights arising from defective performance, the Seller or his authorized employee or designated person is obliged to determine the method of handling complaints immediately, in complex cases no later than

three working days from the date of advertising, in justified cases, in particular if a complex technical assessment of the condition of the goods is required, no later than 30 days from the date of the complaint. . After determining the method of handling the complaint, the complaint, including the elimination of the defect, must be resolved immediately, while in justified cases, the complaint can be resolved later. However, the settlement of the complaint, including the elimination of the defect, may not take longer than 30 days from the date of the complaint. The expiration of this period in vain is considered a material breach of contract and the buyer has the right to withdraw from the purchase contract or has the right to exchange the goods for new goods. The moment of the complaint is considered to be the moment when the expression of the will of the buyer (exercise of the right from defective performance) occurs to the seller.

The seller informs the buyer in writing about the result of the complaint, no later than 30 days from the date of the complaint.

The right of defective performance does not belong to the buyer, if the buyer knew before taking over the thing that the thing has a defect, or if the buyer caused the defect himself.

In the case of a justified complaint, the buyer has the right to reimbursement of purposefully incurred costs incurred in connection with the complaint. The buyer can exercise this right from the seller within one month after the expiration of the warranty period.

The buyer has the choice of the method of complaint and its equipment, if there are several options.

The rights and obligations of the contracting parties with regard to the rights arising from defective performance are governed by Sections 499 to 510, Sections 596 to 600 and Sections 619 to 627 of Act no. 40/1964 Coll. Of the Civil Code as amended and Act no. 250/2007 Coll., On consumer protection, as amended.

## **VIII.**

### **Delivery**

The Contracting Parties may deliver all written correspondence to each other by electronic mail.

The buyer delivers correspondence to the seller to the email address specified in these terms and conditions. The seller delivers correspondence to the buyer to the email address specified in his customer account or in the order.

## **IX.**

### **Out - of - court dispute resolution**

The consumer has the right to turn to the seller for redress if he is not satisfied with the way in which the seller handled his complaint or if he believes that the seller has violated his rights. The consumer has the right to file a motion to initiate ADR with the ADR entity if the seller has responded to the request under the previous sentence in the negative or has not responded within 30 days from the date of dispatch. This is without prejudice to the consumer's ability to go to court.

The out-of-court settlement of consumer disputes arising from the purchase contract is the Slovak Trade Inspection Authority, with its registered office at: Prievozská 32, 827 99 Bratislava, Company Identification Number: 17 331 927, which can be contacted at the Slovak Trade Inspection Authority, Central Inspectorate, Alternative Dispute Resolution, Prievozská 32, 827 99 Bratislava 27, or electronically at [ars@soi.sk](mailto:ars@soi.sk) or [@soi.sk](mailto:@soi.sk). Internet address: <https://www.soi.sk/>. The online dispute resolution platform at

<http://ec.europa.eu/consumers/odr> can be used to resolve disputes between the seller and the buyer under a purchase agreement.

European Consumer Center Slovak Republic, with its registered office at Mlynské nivy 44 / a, 827 15 Bratislava, internet address: <http://esc-sr.sk/> is a contact point pursuant to Regulation (EU) No 182/2011 of the European Parliament and of the Council. 524/2013 of 21 May 2013 on the resolution of consumer disputes online and amending Regulation (EC) no. 2006/2004 and Directive 2009/22 / EC (Online Consumer Dispute Resolution Regulation).

The seller is entitled to sell goods on the basis of a trade license. Trade licensing is performed within the scope of its competence by the relevant District Office of the Trade Licensing Department. The Slovak Trade Inspection Authority, to a limited extent, supervises compliance with Act no. 250/2007 Coll. on consumer protection as amended.

## **X.**

### **Final provisions**

All arrangements between the seller and the buyer are governed by the laws of the Slovak Republic. If the relationship established by the purchase contract contains an international element, the parties have agreed that the relationship is governed by the law of the Slovak Republic. This does not affect the consumer's rights under generally binding legislation.

In relation to the buyer, the seller is not bound by any codes of conduct in accordance with the provisions of Act no. 250/2007 Coll. on consumer protection as amended.

All rights to the seller's website, in particular the copyright to the content, including page layout, photos, movies, graphics, trademarks, logos and other content and elements, belong to the seller. It is forbidden to copy, modify or otherwise use the website or any part thereof without the consent of the seller.

The seller is not responsible for errors caused by third party intervention in the online store or as a result of its use contrary to its purpose. When using the online store, the buyer may not use procedures that could adversely affect its operation and may not perform any activity that could allow him or third parties to interfere or use the software or other components that make up the online store and use the online store, or its parts or software in such a way that would be contrary to its purpose or purpose.

The purchase contract, including the business conditions, is archived by the seller in electronic form and is not publicly available.

The wording of the terms and conditions may be amended or supplemented by the seller. This provision is without prejudice to rights and obligations arising during the period of validity of the previous version of the terms and conditions.

Attached to the terms and conditions is a sample form for withdrawal from the contract.

**These terms and conditions take effect on 01.01.2021.**